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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2023-001889
Case No. 2020-CP-23-01458

Beverly Taylor, Marvin Taylor and Ada Alvarez, individually and on behalf of all
similarly situated individuals, ... Respondents

v.

Raymond A. Wedlake a/k/a R. Allan Joy, ... Appellant

RECORD ON APPEAL OF APPELLANT

R. Allan Joy
216 Ashcroft Lane
Simpsonville, SC 29681
Tel: 864-356-5736
ra14joy102@proton.me
Appellant (*Pro Se*)

September 13 2024

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Attorney for Respondents

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M. Craigo Redirect		225	NFH
B. Taylor Direct		228	NFH
B. Taylor Cross		[none]	
B. Taylor Redirect		[none]	
A. Alvarez Direct		233	NFH
A. Alvarez Cross		238	NFH
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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEASJUDGMENT IN A CIVIL CASE
CASE NUMBER 2020CP2301458Beverly Taylor, Marvin
Taylor

Ada Alvarez

Raymond A Wedlake

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ 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: ENTERED COMPUTER
- ☐ **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; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ 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)
Plaintiff- Class	Raymond A. Wedlake,	Actual: \$125,000.00
	aka R. Allan Joy	Punitive: \$250,000.00
		375,000.00

If applicable, describe the property, including tax map information and address, referenced in the order:

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 Perry H. Gravely

2755
Judge Code11/30/2023
Date

For Clerk of Court Office Use Only

This judgment was entered on 12-1-23, and a copy mailed first class or placed in the appropriate attorney's box on 12-1-23, to attorneys of record or to parties (when appearing pro se) as follows:

Dec 19 2023

SC Court of Appeals

- Emily Kate O'Brian 16 W North Street Greenville, SC 29601
Beau Bagnal Brogdon 16 W North Street Greenville, SC
29601

Raymond A Wedlake 703 Creekview Drive Greenville, SC
29607

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Brice Garrett

Court Reporter Hollie Jenkins

Brice Garrett Greenville County Clerk Of Court -
Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Beverly Taylor, Marvin Taylor, and Ada
Alvarez, individually and on behalf of all

Plaintiffs,

vs.

Raymond A. Wedlake

Defendant.

IN THE COURT OF COMMON PLEAS

13TH JUDICIAL CIRCUIT

Case No: 2020-CP-23-01458

VERDICT FORM

723 DEC 1 AM 8:38
Bribe Garrett 000 801 90

Please answer the following questions:

We, the jury, unanimously find: (Check the appropriate blank):

1. For the Plaintiffs: ☒

a. Actual Damages: \$ 125,000.00

One hundred twenty-five thousand and ^{NO}00/100 —

b. If you find the Plaintiffs are entitled to actual damages, then you can consider whether the Plaintiffs have proven, by clear and convincing evidence, that they are entitled to punitive damages. If so, please indicate the amount below:

Punitive Damages: \$ 250,000.00

Two hundred fifty thousand and ^{NO}00/100 —

OR

2. For the Defendant: ☐

November 30, 2023

Greenville, S.C.

Stacey Burger
Stacey Burger, Foreperson

When you have completed the verdict form, please notify the bailiff.

EXHIBIT DEX.1 - Complaint 03/09/20

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Beverly Taylor, Marvin Taylor, and Ada Alvarez, individually and on behalf of all similarly situated individuals,
Plaintiffs,

v.

Raymond A. Wedlake,
Defendant.

IN THE COURT OF COMMON PLEAS,
THIRTEENTH JUDICIAL CIRCUIT

Case No. _____

CLASS ACTION COMPLAINT
(Jury Trial Demanded)

COME NOW Beverly Taylor, Marvin Taylor, and Ada Alvarez, individually and as class representatives for those similarly situated individual members of the Woodington Homeowners Association from 2017 to the present, by and through undersigned counsel, and for their Complaint state as follows:

1. This case is about Defendant's actions of harassing his neighbors, eroding community camaraderie, and subjecting the Woodington residents to unnecessary legal expenses, using the Court system and its inherent authority to give credence to his bullying tactics. Defendant has engaged in a clear pattern of harassment through the use of the Court system and its elements through his frivolous lawsuits.

PARTIES, JURISDICTION AND VENUE

2. Beverly Taylor, Marvin Taylor, and Ada Alvarez are residents of Greenville County, South Carolina. More specifically, each lives in the Woodington neighborhood, the entirety of which is located within Greenville County.

3. Raymond A. Wedlake is a resident of the Woodington neighborhood in Greenville County, South Carolina.

4. Plaintiffs bring this action individually and as a class action under Rule 23 of the South Carolina Rules of Civil Procedure, on behalf of a class of all individuals who have been members of the Woodington Homeowners Association from 2017 to the present who have or will have to pay increased fees because of legal bills incurred defending against Defendant Wedlake's lawsuits, have or will suffer from decreased home values because of the ongoing litigation, and have or will suffer other consequential or related damages.

5. Upon information and belief, this action satisfies the requirements of Rule 23(a), S.C. R. Civ. P., as alleged in the following particulars:

- a. The proposed Plaintiff class is so numerous that joinder of all individual members in this action is impracticable;
- b. There are questions of law and/or fact common to the members of the proposed Plaintiff class;
- c. The claims of Plaintiffs, the representatives of the proposed Plaintiff class, are typical of the claims of the proposed Plaintiff class;
- d. Plaintiffs, the representatives of the proposed Plaintiff class, will fairly and adequately protect the interests of the class; and
- e. The amount in controversy for each member of the class exceeds one hundred dollars.

6. Because the questions of law and/or fact common to the members of the proposed Plaintiff class predominate over any questions affecting only individual members, a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. This Court is vested with subject matter jurisdiction over the matters involved in this pleading by virtue of Article V, § 11, of the South Carolina Constitution, as enabled by South Carolina Code § 14-5-350.

8. This Court has personal jurisdiction over the parties by virtue of South Carolina Code § 36-2-802 and § 36-2-803.

9. Venue is proper in this Court by virtue of South Carolina Code § 15-7-30.

FACTUAL ALLEGATIONS

10. On or about October 5, 2017, Defendant filed a lawsuit, by and through his counsel, against the individual members of the Woodington Homeowners Association (WHOA) Board of Directors for 2017 in the Court of Common Pleas for the Thirteenth Judicial Circuit, which was assigned case number 2017-cp-23-06301 (hereinafter, “Lawsuit 1”).

11. On or about January 17, 2019, Defendant filed a lawsuit against the individual members of the WHOA Board of Directors for 2018 in the Court of Common Pleas for the Thirteenth Judicial Circuit, which was assigned case number 2019-cp-23-00269 (hereinafter, “Lawsuit 2”).

12. On or about March 23, 2019, Defendant filed a lawsuit against the individual members of the WHOA Board of Directors for 2019 in the Court of Common Pleas for the Thirteenth Judicial Circuit, which was assigned case number 2019-cp-23-01501 (hereinafter, “Lawsuit 3”).

13. The WHOA is a nonprofit corporation.

14. Homeowners within the Woodington community comprise the membership of the WHOA.

15. Upon information and belief, there are 66 homes in the Woodington community.

16. Defendant has previously served on the Board of the WHOA.

17. Defendant has not been elected to the Board from at least 2016 to the present.

18. Upon information and belief, Defendant filed Lawsuit 1 because he was unhappy with the way the Board was managing the neighborhood, particularly regarding its use of a management company.

19. Defendant then used Lawsuit 1 and the legal system to try to force the Board to act as he wanted them to.

20. Defendant named individual Board members as defendants in Lawsuit 1 rather than suing the Board entity itself, which upon information and belief was an effort to pin legal fees on the individuals and discourage the Board members from challenging him.

21. Because the WHOA is a non-profit corporation and pursuant to South Carolina law and the WHOA Bylaws, its Board members are entitled to indemnification for legal fees incurred in the Lawsuits, even when named individually.

22. Upon information and belief, Defendant refused to negotiate in good faith to resolve Lawsuit 1 and, instead, continued to push Lawsuit 1 forward to further his own agenda.

23. Lawsuit 1 went to trial, and following Defendant's presentation of his evidence, the Court granted the defendants' motion to dismiss Mr. Wedlake's claims.

24. In particular, Lawsuit 1 resulted in an Order by Judge Simmons against Mr. Wedlake, with the exception of two matters which were stipulated to by the defendants to the action prior to trial.

25. Mr. Wedlake has described Judge Simmons' Order stating that "obfuscation was used by [defendants'] attorney, which resulted in *confusion in the Judge's mind*," showing his lack of respect for the judicial process (emphasis added).

26. Despite the Court's finding against Defendant, Defendant appealed the action to the South Carolina Court of Appeals, dragging out his frivolous lawsuit, which is still pending.

27. Through the course of the litigation and appeal, significant legal fees were incurred in defending the WHOA Board members named in Lawsuit 1.

28. In order to cover initial legal expenses from Lawsuit 1, all WHOA members were assessed \$500.00 as a first installment to pay the legal expenses.

29. Defendant disagreed with the assessment and demanded a balloted vote to approve the assessment.

30. The vote was conducted and the assessment passed.

31. Defendant then sought a list of members who did not return their ballots, thereby voting by proxy through the Board.

32. Defendant sought this list so that, in his own words, he can "determine which Members are 'similarly situated' with me in recognition that WHOA is 'broken' and 'needs to be fixed!'"

33. Defendant, himself and through his counsel Mr. Grant Gibson, has further stated that he is seeking the information in order to approach other WHOA Members and garner support for *further* litigation.

34. Defendant subsequently filed Lawsuit 2 seeking this list.

35. Defendant again named the Board members individually as defendants in Lawsuit 2, rather than the entity, upon information and belief in an effort to pin fees on the individuals and discourage them from challenging him.

36. Defendant then filed Lawsuit 3, suing the individual Board members for paying the outstanding legal fees.

37. None of the lawsuits have been filed with any showing of support of the Woodington community or its members.

38. Summary judgment has now been granted against Defendant in Lawsuit 2 and Lawsuit 3.

39. Upon information and belief, Defendant intentionally named the individual members of the WHOA Board of Directors as defendants in Lawsuits 1, 2, and 3, rather than suing the Board entity itself in order to try to pin the legal fees for the actions on the individuals and discourage them from challenging him.

40. At the same time, Defendant has sent letters out to the WHOA members blasting the Board members for incurring legal fees, putting pressure on the Board members to stop fighting him in order to stop the legal fees.

41. Throughout these Lawsuits, Defendant has threatened the Board in an attempt to force the Board members to do as he wishes.

42. Defendant has even gone so far as to mail letters to all members of the WHOA demanding certain *outcomes* to votes and offering to *pay* dues for members who vote his way.

43. Throughout Defendant's numerous lawsuits and appeals, he has refused to negotiate in good faith, refused to cooperate in discovery, used subpoenas and depositions to seek inappropriate and irrelevant discovery, cherry-picked quotations of legal authority in memoranda filed with the Court to erroneously support his desired outcome, and manipulated statements by Judges in letters to WHOA members to imply authority in his position.

44. Throughout these Lawsuits, Defendant has altered his arguments when legally challenged in such a manner that contradicts his prior positions or otherwise shows his intent to use the system to his advantage, no matter the consequences. For example, Defendant has argued against the validity of Bylaws that he proposed or otherwise helped enact during his own time on the Board. Now that the Bylaws are not to his advantage, he is misusing the legal system to get his desired result.

45. Defendant has engaged in a clear pattern of harassment through the use of the Court system and its elements through his frivolous lawsuits.

46. Homeowners in the Woodington neighborhood have already paid \$500.00 each in assessments because of Defendant's actions. Additional assessments are expected.

47. Additionally, many homeowners have struggled to sell their homes or have had to sell their homes for much lower values because of the ongoing litigation and pending legal fees.

48. Defendant has used the legal system to act for his own gratification or purpose without regard to the rights of others or injury that may be inflicted on others.

COUNT I.
Abuse of Process (Class Action)

49. Plaintiffs reallege all preceding paragraphs as if fully restated verbatim herein.

50. To date, Defendant has filed 3 lawsuits, countless motions and memoranda, and at least one appeal. Defendant has issued discovery requests and numerous subpoenas for depositions, and Defendant has otherwise used procedures incident to litigation.

51. Through the course of these lawsuits, Defendant has used the lawsuits themselves and the judicial system and its elements for ulterior purposes.

52. Defendant has engaged in willful acts in the use of the judicial system not proper in the conduct of the proceedings.

53. Plaintiffs and the members of the Plaintiff class have been subject to damages, including but not limited to increased assessments and decreased home values, because of Defendant's abuse of the legal system.

WHEREFORE, Plaintiffs respectfully request an order certifying a class action under Rule 23 of the South Carolina Rules of Civil Procedure and demand judgment against Defendant for compensatory damages in an amount to be determined at trial, attorneys' fees and costs, punitive damages, damages for emotional distress, injunctive relief to prevent Defendant from his continued abuse of the legal system, and such further and different relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted this 9th day of March, 2020.

CAMPBELL TEAGUE LLC

/s/:Emily O'Brian

Emily O'Brian (SC Bar #101824)

Beau Brogdon (SC Bar #103803)

16 W. North St.

Greenville, South Carolina 29601

Tel: (864) 326-4186

emily@campbellteague.com

beau@campbellteague.com

Attorneys for Plaintiffs

1 TUESDAY, NOVEMBER 28, 2023

2 THE COURT: All right. Were we able to get any
3 stipulations or anything on the exhibits?

4 MS. O'BRIAN: We are working through it, Your Honor.

5 THE COURT: Okay.

6 MS. O'BRIAN: There were a few that needed some
7 commentary removed from the documents.

8 THE COURT: Okay.

9 MS. O'BRIAN: So we've been working on that. We have
10 not gone through our proposed exhibits.

11 THE COURT: All right.

12 MS. O'BRIAN: So we have not stipulated to much yet.

13 THE COURT: Do y'all need a few more minutes?

14 MS. O'BRIAN: Probably so, if that's all right. It
15 should help with the efficiency in the long run.

16 THE COURT: Okay. We'll give y'all a few more
17 minutes.

18 MR. WEDLAKE: Now, how much longer do you think we
19 need here? I think it's going to be more than a few
20 minutes.

21 MS. O'BRIAN: I mean, it looks like most of the rest
22 of these we can work through, just remove the commentary
23 on these, on the rest of your proposed ones.

24 MR. WEDLAKE: But, Your Honor, please correct me if
25 I'm mistaken, but I had anticipated receiving her list of
Record On Appeal of Appellant Page 13 of 374

1 exhibits and that was supposed to be in my possession
2 before 5:00 yesterday. That's what I couldn't remember,
3 when it was that I would receive those.

4 THE COURT: Were you able to get those to him?

5 MS. O'BRIAN: I got them to him. It was about 6:15.
6 I received his and then commented and sent an e-mail. I
7 didn't realize he did not have Internet access except for
8 going to Dunkin Donuts. So he said he had left by then.

9 MR. WEDLAKE: So that's the punch line. I did not
10 receive those. So there --

11 Were there 40 exhibits?

12 MS. O'BRIAN: I think it ended up being about 34.

13 THE COURT: Well, we don't want to let the jury wait
14 too long. I'll give you 15 more minutes. We'll tell the
15 jury we're running a little bit late. In 15 minutes,
16 we'll just deal with it as the trial goes --

17 MS. O'BRIAN: We can do that.

18 THE COURT: All right.

19 MR. WEDLAKE: Well, Your Honor, could I then -- in
20 contrast to that position, could I move so that those
21 exhibits be precluded at this time?

22 THE COURT: On what grounds?

23 MR. WEDLAKE: I haven't had a chance to look at them
24 to verify they're what they claim that they are.

25 THE COURT: Well, if we -- if you can't get them

1 resolved, then when they try to introduce them during the
2 trial, you can look at them during that point. That's the
3 normal process.

4 MR. WEDLAKE: And I would do that by a motion at that
5 time to preclude that as evidence?

6 THE COURT: All right. Well, y'all can work through
7 it. If you can't agree to them, she can try to introduce
8 them. She will present them during the trial. And if you
9 have an objection for the -- then I'll hear it.

10 MR. WEDLAKE: I see. All right.

11 Thank you.

12 (WHEREUPON, a break was taken.)

13 THE COURT: All right. Any progress?

14 MS. O'BRIAN: We've made progress, Your Honor. I
15 think we've, at least, identified all of his proposed
16 exhibits and corrected some items there. He is working
17 through ours. I think currently I have that 1, 2, 3, and
18 5 are agreed to. I don't know how far he has gotten.

19 THE COURT: Have they already been marked?

20 MS. O'BRIAN: They have. But I can take out the ones
21 that are not stipulated to.

22 THE COURT: Are you going to need those for your
23 first witness?

24 MS. O'BRIAN: Some of them. If it's -- if it's
25 easier, we can just admit them along the way.

1 THE COURT: All right. So what has been stipulated
2 to up to this point?

3 (WHEREUPON, there was no response.)

4 THE COURT: What did you say -- Plaintiff's Exhibit
5 what?

6 MS. O'BRIAN: 1, 2, 3, and 5; is that correct?

7 MR. WEDLAKE: Well, Your Honor, again, I didn't
8 receive these.

9 THE COURT: Do you have a problem with Plaintiff's
10 Exhibit Nos. 1, 2, 3, and 5?

11 MR. WEDLAKE: As I flip through, my impression is,
12 again, that a lot of these exhibits are things that I
13 authored.

14 THE COURT: Do you have a problem with 1, 2, 3, or 5
15 is the question, Mr. Wedlake?

16 MR. WEDLAKE: 1, 2, 3, or 5. So let me see. 1, 2,
17 3, and 5. So it's the same thing we spoke about
18 yesterday. These are things that I authored and really
19 belong to me. And my suspicion is that these will be --

20 THE COURT: All right. Do you have an objection to
21 1, 2, 3, or 5?

22 MR. WEDLAKE: Anything that I authored --

23 THE COURT: I don't know what they are. Do you have
24 a problem with 1?

25 MR. WEDLAKE: With 1. All right. So that -- that is

1 a valid thing for 1.

2 THE COURT: All right.

3 MR. WEDLAKE: So no objection to 1.

4 THE COURT: So you stipulate to 1.

5 How about 2?

6 MR. WEDLAKE: Well, the title is, Please give me your
7 proxy. So I'm not sure how that is relevant --

8 THE COURT: All right. That's fine. We're going to
9 go ahead and start the trial.

10 None of the exhibits are in. And she can introduce
11 as she goes along. And I'll hear any objection you have
12 at that time.

13 (WHEREUPON, State's Exhibit Nos. 1, 2, 3, 4, 5, 6, 7,
14 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
15 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34
16 were marked for identification only.)

17 THE COURT: Is the Plaintiff ready for the jury?

18 MS. O'BRIAN: Yes, Your Honor.

19 THE COURT: Is the Defendant ready for the jury?

20 MR. WEDLAKE: Yes, Your Honor.

21 THE COURT: All right. Bring the jury in.

22 (WHEREUPON, the jury came into open court at
23 approximately 10:52 a.m.)

24 THE COURT: All right. Good morning, ladies and
25 gentlemen.

1 these lawsuits. And that he had a willful act not in --
2 not proper in the regular conduct of those proceedings.

3 So you're going to hear about the lawsuits he filed,
4 what the claims were, how those proceeded. And we'll try
5 to keep it out of the weeds a little bit so that we don't
6 get wrapped up into each of those. But each of those
7 lawsuits were resolved not in favor of Mr. Wedlake.

8 So you're going to hear about those. And at the end
9 of trial after you've heard from our witnesses, you've
10 heard from some of these homeowners, some of these board
11 members about what they have gone through for the past six
12 years, we're going to ask that you render a verdict in
13 favor of the Plaintiffs for recovery not only of those
14 fees and assessments they have had to pay for punitive
15 damages to tell Mr. Wedlake that this is not acceptable
16 behavior and that he cannot continue to use the judicial
17 system in this way.

18 Thank you.

19 THE COURT: All right. Mr. Wedlake.

20 MS. O'BRIAN: Would you like me to leave the podium?

21 MR. WEDLAKE: Yes, please.

22 All right. So that was quite a mouthful you heard.
23 And, hopefully, once the evidence is heard and understood,
24 you will conclude that a lot of it was irrelevant and
25 immaterial.

1 But similarly, good morning.

2 I'd like to welcome the jury in this case and point
3 out that this was filed on March 9, 2020. And it was a
4 long time ago. Everyone should recognize this case
5 relates to the Woodington Homeowners Association,
6 Incorporated, which will be referred to as WHOA, I think,
7 throughout the proceedings.

8 So a little bit about me. As Judge Gravely informed
9 you, in March of 2022, I changed from my birth name of
10 Wedlake to my wife's maiden name of Joy. In SC -- South
11 Carolina, people would call me wet lake. Personally, I
12 found this offensive. So after my last remaining parent
13 died, I changed to a much simpler name. That's good news
14 as spell checkers no longer flag my new name as
15 misspelled.

16 As you can see, I'm retired and old. And I was
17 employed as a design engineer with GE after I came to
18 Greenville in August 1999. In early 2000, I served two
19 terms as secretary of the board. Back then, boards acted
20 much differently than the way younger generation boards do
21 today. Generational differences are, perhaps, part of the
22 reason for this change in attitude by recent boards.

23 Okay. So I'm not an attorney, nor have I had any
24 training as an officer of the law. So if I seem clumsy
25 and awkward here in court, I hope everyone will excuse me

1 plainly and simply as a citizen of the United States
2 defendant, that's me, enjoys protections granted under the
3 Bill of Rights as found in the Constitution of the United
4 States.

5 This case seeks to deny defendants from enjoying
6 Constitutional protections, particularly, equal protection
7 of the laws. It is my hope that the jury will be able to
8 discern the truth of the matter as related to disputes
9 with the board and what I saw as unlawful actions of the
10 board. Based upon facts and evidence that will be
11 presented, I think it will become clear as the jury gains
12 understanding that Plaintiffs really have no case. And
13 that the Plaintiffs seeking relief from me cannot be done
14 because I am the wrong party to provide relief.

15 I hope the jury will see that I acted both properly
16 and lawfully. I hope the jury will affirm my
17 Constitutional rights. I hope the jury will acquit me and
18 find I did nothing wrong when I sought to bring
19 improvements to WHOA and bring benefits to the members --
20 to all the members of WHOA.

21 Thank you.

22 THE COURT: Thank you.

23 Plaintiff, you may call your first witness.

24 MS. O'BRIAN: The Plaintiff calls Benjamin Acord.

25 THE CLERK: Place your left hand on the Bible and

1 A It is, yes.

2 Q And this is written by Mr. Wedlake?

3 A It is, yes.

4 Q And it was addressed to the three prior board
5 members?

6 A It was -- it is, yes.

7 MS. O'BRIAN: At this time, Your Honor, we would
8 offer pre-marked Plaintiff's Exhibit No. 3 into evidence.

9 THE COURT: Any objection, Mr. Wedlake?

10 MR. WEDLAKE: Yes, Your Honor. The -- I don't think
11 this is relevant to anything that's been said in the
12 testimony so far. Nor has counsel made it clear how
13 it applies to the claims in this case that she has
14 brought.

15 THE COURT: Do you have any objection to the
16 authenticity of the document?

17 MR. WEDLAKE: It does have my signature on it. But
18 I'm not clear what point is being made by this document.
19 And, again, it's something that was just requesting
20 information; right? As you can see in items one and two,
21 which banks, what are the accounts?

22 THE COURT: I'm going to allow it in over the
23 objection of Defendant.

24 (WHEREUPON, Plaintiff's Exhibit No. 3 was admitted into
25 evidence.)

1 A I believe, so, yes.

2 Q Okay.

3 A Yes. That was the key point that our attorney made.
4 And he pointed out the e-mail that I replied to and said,
5 We must follow the law. That's -- I expected his
6 statement.

7 Q If you'll turn to the exhibit prior to that,
8 Plaintiff's Exhibit No. 9, did you ever receive a copy of
9 this letter or see a copy of this that was sent out?

10 A I did see a copy of this, yes.

11 Q Okay. And what is it?

12 A This is a letter that Ray had mailed to the
13 homeowners in the association.

14 Q Okay. And, to the best of your knowledge, is this a
15 fair and accurate copy of that document, as you recall?

16 A It is.

17 MS. O'BRIAN: Your Honor, at this time, we'd move to
18 offer Plaintiff's Exhibit No. 9 into evidence.

19 THE COURT: Mr. Wedlake, any objection?

20 MR. WEDLAKE: Yes, Your Honor. It's not clear what
21 purpose is being brought with this exhibit. And, again,
22 this is a letter to the members of the WHOA to inform the
23 members of the nature of what was happening since the
24 board, basically, would keep everything secret so that the
25 members would have no knowledge of anything that was

1 happening in the association.

2 And you may know that it's as -- in the bottom
3 paragraph -- next to the bottom paragraph that, you know,
4 here's where we are to explain to the members what was
5 being done. And I think the intent of the Plaintiffs
6 entering this exhibit is contrary to the true nature of
7 the exhibit.

8 THE COURT: Let me ask you this, do you have any
9 objection to the authenticity of this document? Is it a
10 document you prepared?

11 MR. WEDLAKE: It does contain my signature and was a
12 letter I sent to the members.

13 THE COURT: All right. Well, based on that, I will
14 allow it in as an exhibit now.

15 (WHEREUPON, Plaintiff's Exhibit No. 9 was admitted into
16 evidence.)

17 MS. O'BRIAN: And, Your Honor, if we can put this one
18 on the screen.

19 BY MS. O'BRIAN:

20 Q Mr. Acord, in this letter, how did Mr. Wedlake
21 represent that the lawsuit against you went?

22 A It reads as if it went in favor of his position.

23 Q Did he say this was a win in here?

24 A In the first sentence, it seems to indicate that
25 where he's declaring, Good news, the board must comply

1 with the bylaws was delivered.

2 Q Okay. After he sent this out to the members, were
3 you, as the board, able to respond at all?

4 A I don't recall. This is just on the eve of us having
5 an annual meeting, to be honest. I think the meeting was
6 on the 26th for elections and to rotate off the board.

7 Q What did Mr. Wedlake do after the judgment in this
8 first case was handled? Did he accept the judgment as it
9 was?

10 A He did not, no.

11 Q What did he do?

12 A He appealed the case.

13 Q To the Court of Appeals?

14 A He did, yes.

15 THE COURT: Ms. O'Brian, just for housekeeping
16 purposes, any document -- any exhibits that have been
17 introduced, they need to -- make sure they're separated
18 from the notebook. Because the notebook has some that
19 have not been introduced. And I think we need to make
20 sure we get that -- keep that clear and they have the
21 proper exhibit stickers on there.

22 MS. O'BRIAN: Okay.

23 THE COURT: In looking at that, yeah, they need to
24 have exhibit stickers.

25 MS. O'BRIAN: Do you want it on those or on the copy

1 from you, do you have any objection in that regard?

2 MR. WEDLAKE: This is a post that I made. But,
3 again, it's being presented for irrelevant purposes. And
4 it's irrelevant. It can't be admitted into evidence.

5 THE COURT: Then subject to his objection, I will
6 allow it in as Plaintiff's Exhibit No. 8.

7 (WHEREUPON, Plaintiff's Exhibit No. 8 was admitted into
8 evidence.)

9 BY MS. O'BRIAN:

10 Q Did Mr. Wedlake talk about attorney's fees and
11 expenses?

12 A Yes.

13 Q Can you explain a little bit about what he was
14 telling everybody?

15 A At this point, being January of 2018 and bleeding
16 into the February 5th special meeting with the members, he
17 was reporting that the board had entered into an expensive
18 agreement with our attorneys. That we were racking up
19 legal fees that were then going to be dumped on the
20 association.

21 But he was not privy to any discussions or
22 negotiations with any attorneys. And he was ignoring all
23 of the communications as well. In this, he spells out
24 that the board can only approve a \$1,500 cap. He goes
25 through and itemizes out what his position was on this.

1 A Number 25 is the Supreme Court of South Carolina
2 issuing a dismissal of the submission.

3 Q And what's No. 26?

4 A It is a letter from Raymond Wedlake to Chief Justice
5 Donald Beatty.

6 Q And that's the Chief Justice of the South Carolina
7 Supreme Court?

8 A Yes. That's correct.

9 MS. O'BRIAN: At this time, we'd move Plaintiff's
10 Exhibit Nos. 25 and 26 into evidence.

11 THE COURT: Any objection as to these?

12 MR. WEDLAKE: Yes, Your Honor. Again, they're being
13 entered as irrelevant purpose. What the South Carolina
14 Supreme Court did in not hearing the case in no way
15 reflects upon any abuse of process that I alleged as
16 having been done. And the same with Plaintiff's
17 Exhibit No. 26. I'm just pointing out to the Chief
18 Justice that there seemed to be an error in what they had
19 done.

20 THE COURT: All right. Any objection to the
21 authenticity of the documents?

22 MR. WEDLAKE: No. But, again, I'd object to them as
23 irrelevant.

24 THE COURT: And I believe that they're relevant based
25 on the previous lawsuits which the abuse of process is

1 MS. O'BRIAN: Your Honor, at this time, we'd offer
2 Plaintiff's Exhibit No. 12 into evidence.

3 THE COURT: All right. Any objection to 12,
4 Mr. Wedlake?

5 MR. WEDLAKE: Well, there's been no foundation laid
6 for entering this into evidence. And, again, it's really
7 irrelevant to this case claims that I have abused the
8 Court legal system.

9 THE COURT: Do you object to any of the authenticity
10 of it?

11 MR. WEDLAKE: It does have my signature. But, again,
12 I don't believe it is relevant and it is inadmissible.

13 THE COURT: All right. I'm going to allow it in.

14 (WHEREUPON, Plaintiff's Exhibit No. 12 was admitted
15 into evidence.)

16 BY MS. O'BRIAN:

17 Q All right. In this letter he sent out to the
18 homeowners in Woodington, did he demand that they submit
19 to depositions by him?

20 A Yes.

21 Q And in here, did he quote -- or appear to quote, I
22 guess is probably the correct term, Judge Kinlaw?

23 A Yes.

24 Q And he quoted Judge Kinlaw about engaging in
25 meaningful discovery, which would include taking of any

1 Q To the best of your knowledge, were Mr. Wedlake's
2 claims against the HOA board members and individuals
3 supported by other people in the neighborhood?

4 A Absolutely not.

5 Q And have you personally had to pay assessments
6 related to the cases brought by Mr. Wedlake?

7 A Yes, ma'am.

8 Q How much have you paid?

9 A It was like \$700, around that amount.

10 Q Does 658 sound about right to you?

11 A Yeah.

12 Q Okay. Now, you are a class representative in this
13 case; is that right?

14 A Yes, ma'am.

15 Q Okay. And we had a fee arrangement in this case; is
16 that correct?

17 A Yes, ma'am.

18 Q What's that arrangement?

19 A It would be costs plus 30 percent of the recovery.

20 Q Okay. Are there any other options for attorneys
21 fees?

22 A Just \$51,000 would be fees.

23 Q If the jury, specifically, awards fees, does that
24 cover our entire bill, per our arrangement?

25 A I don't --

1 Q Did you understand my question? I'm sorry. If the
2 jury awards fees in this case, does that cover anything
3 and everything that we are owed in this case?

4 A Yes, ma'am.

5 Q If you don't -- if the Plaintiffs don't recover in
6 this case, do you owe us anything?

7 A No, ma'am.

8 Q And what are the costs that have been incurred in
9 this lawsuit to date?

10 A Could you clarify that, please?

11 Q Sure. The costs or expenses for a mediator in this
12 case, for court filing fees, do you know what those
13 amounts are?

14 A The fees are about 52,000.

15 Q Okay.

16 A And it would be about 12,000 for our costs.

17 Q Is it 12,000 or was it 1,200?

18 A 1,200. I'm sorry.

19 Q Okay. And so are you seeking -- on behalf of the
20 class, are you seeking recovery of those in this action as
21 well?

22 A I'm sorry. I have a little trouble hearing.

23 Q That's okay. I'll be a little bit louder.

24 A Okay.

25 Q On behalf of the class, are you seeking recovery of

1 MR. WEDLAKE: This is, I believe, Defendant's Exhibit
2 No. 2. Is that correct?

3 THE COURT: All right. Now, what I've got, this is
4 Defendant's Exhibit No. 3.

5 MR. WEDLAKE: Did I skip one of them by mistake?

6 THE COURT: I don't know. I'm just telling you this
7 is what's marked as Defendant's Exhibit No. 3 on the
8 little sticker.

9 MR. WEDLAKE: All right. Well, I guess there's some
10 confusion there.

11 So this was my feeling, as you see in paragraph one,
12 that the board was not seeking a resolution. And I had
13 hoped to avoid court. So this was -- in this paragraph,
14 now, you see I stated, Here is a last ditch proposal to
15 try to avoid court. Let's have some meetings. Let's work
16 it out. Let's come to some agreement. And I proposed
17 four meetings here as you can see. So I was asking the
18 board here to negotiate with intent to resolve the open
19 issues.

20 And this was one thing I think that came up in
21 testimony that -- the proper forum to do this in. And I
22 had felt that the -- as you see in this paragraph that the
23 board was suggesting something that really wouldn't aid
24 resolution. And I was stressing negotiations.

25 And this was my purpose resulting in changing,

1 benefitting all members of the WHOA, which was always the
2 intent in which I had approached the board. But from my
3 perspective, the board did not have any intent to
4 accommodate anything or any thought that I had. And sure
5 enough, they stonewalled every effort to have some
6 improvements made to the association.

7 So I made it plain to them that, you know, come on,
8 let's -- let's meet, resolve. Otherwise, you know, I'll
9 be forced to pursue judicial action. Okay. So that was
10 that for this one.

11 Now, I need to check if I missed an exhibit. The
12 Judge said it went from one to three. I thought there was
13 a two.

14 THE COURT: There's a two up here, but it wasn't that
15 document.

16 MR. WEDLAKE: And so I don't see that -- I think I
17 missed anything in what I intended here. So maybe we'll
18 come to that a little later.

19 So I have other references now. I can cross check
20 that, yeah. So I don't think there was one. I guess we
21 just somehow got confused in the numbering.

22 THE COURT: All right. Move along.

23 MR. WEDLAKE: So there's other things in the board --
24 in regards to the board's actions that I think that they
25 acted to -- in refusal to negotiate and resolve disputed

1 No. 5?

2 MR. WEDLAKE: Yes, it is.

3 THE COURT: Okay.

4 MR. WEDLAKE: And the stenographer was kind enough to
5 staple them all together so they wouldn't get mixed up
6 since I misplaced my stapler at home.

7 So, finally, then I said, Look, here is what I'm
8 going to go to court with. And I'm giving you the
9 courtesy of showing it to you before I go to court. So
10 they had a chance to maybe reconsider their position and
11 decide to, okay, let's try to resolve it before we get
12 into court. But that didn't happen.

13 So from my perspective, since there was no dispute
14 resolution process at that time, that was my only option
15 to try to bring benefits to the members and improve the
16 association was by asking the Court. And, by the way, I
17 might have missed that, but this case was for declaratory
18 judgment.

19 So, as I said, all this stuff was done not to further
20 my own agenda. This was done to meet and negotiate to try
21 to resolve the issues so court could be avoided. So I
22 felt that the board's actions must be seen as a lack of
23 good faith on their part. And in that respect, now, this
24 is what -- what was stipulated as part of that trial.

25 Declaratory judgment --

1 And this was the other thing we were asking because
2 the board, basically, had turned over everything to the
3 management company with no specific authority to do so in
4 the bylaws. And the valid issue, they had for a good
5 while decided they would not ballot things of interest to
6 the association to have all the members weigh in.

7 So -- and as we've covered already, that I sought a
8 declaratory judgment of the bylaws questions. And I only
9 asked for nominal damages, which my lawyer told me that
10 that meant one dollar against Defendants. So it wasn't a
11 money thing. It wasn't to punish anyone. It wasn't to
12 create hardship on anyone.

13 It was very simple questions of court, here's the
14 bylaws. Here's what they say. Here is what we think
15 should be done, based on what had happened in the
16 association. And you see, again, this was the attorney
17 who did this order.

18 Now, ultimately, I kind of came to realize that this
19 particular attorney who represented me, perhaps, wasn't
20 really doing that -- I paid him a lot of money to get in
21 all this hot water that you have heard testimony about
22 where, again, that was never the intent, nor never the
23 purpose of any of this.

24 All right. So that's what I was just saying. It
25 wasn't to further my own agenda, as you can see from the

1 that just doesn't make sense in any sane person's mind
2 from my perspective.

3 Okay. So we did hear testimony about the bylaws
4 here, provisions of the bylaws, Defendant's Exhibit No. 8.
5 So it's very specific, Article 10. There we go.
6 Expenditure funds. Let's see if we can get to the right
7 place here.

8 So Article 10, expenditure of funds -- blah, blah,
9 blah, blah, blah. But here's the punch line in section
10 four of this bylaws provision, the non-budgeted
11 expenditures of corporate funds in excess of 1,500 for any
12 individual project must be approved by majority vote of
13 the membership at a duly-held meeting at which a
14 [inaudible] is present.

15 So as you heard in testimony, well, this means that
16 it has to be a project that they decided they wanted to
17 take on. Well, I believe that this intends to protect the
18 members from the board running up \$54,000 in legal fees.
19 That's, certainly, a project that they entered into. But
20 the semantics they try to claim in testimony that you
21 heard was that, well, no, what we did for legal fees was
22 not a project.

23 And the simple facts of the matter were, as I think
24 I've proven now in exhibits presented here, that I tried
25 many different times in many different ways to avoid

1 litigation, but the board simply wouldn't hear it. And I
2 believe in one of the questions in cross-examination, it
3 came out that they kind of had an attitude of take a hike.
4 We don't have to deal with you. We don't have to listen
5 to you. We don't have to do anything that you want to do
6 or that you're proposing for improvements of the
7 association to bring benefits to the members. So that was
8 the problem.

9 So, as I just stated, in relation to that exhibit,
10 the bylaws, I believe, prohibit the board from spending
11 more than 1,500 without prior member approval. Okay. So
12 I have -- all right. So this was a -- the documentation
13 of that.

14 And now this one, Your Honor, is one that was not put
15 into evidence.

16 THE COURT: All right. What -- is it marked?

17 MR. WEDLAKE: No. Because Ms. O'Brian would not --

18 THE COURT: Well, is it identified?

19 MS. O'BRIAN: No. We haven't marked it.

20 MR. WEDLAKE: So how shall I proceed before it's
21 presented before the jury?

22 THE COURT: Well, tell me, generally, what it is
23 without giving the substantive of it.

24 MR. WEDLAKE: It's just a filed document with the
25 Court. And my printer is a little faint, but you see the

1 that will be Defendant's Exhibit No. 20 and subject to
2 your objection.

3 MS. O'BRIAN: Okay.

4 (WHEREUPON, Defendant's Exhibit No. 20 was marked for
5 identification and admitted into evidence.)

6 MR. WEDLAKE: So Defendant's Exhibit No. 20 is an
7 invoice from McCabe, Trotter & Beverly. And as I was
8 saying, it's only the date that is pertinent there. So
9 see, this happened on 7/13/2018. And let me get
10 reoriented so I don't say something wrong here.

11 So where were we?

12 All right. So the 54 -- nearly 54,000 is documented
13 in the exhibit. And I believe it was suggested -- this
14 was brought up earlier for this approximate amount. So
15 the thing is that that invoice was presented on the --
16 July 17th of 2018, whereas an approval vote -- so let's
17 see. I've got to find that exhibit now.

18 So what happened to that one?

19 Oh, this is -- this is some of Plaintiff's Exhibits
20 now, I believe. The vote to approve these funds was taken
21 on November 9th, 2018. And I just got disoriented here
22 now as to where that exhibit is. So let's see. It's
23 Plaintiff's Exhibit No. 14. So that's where it is. Oh,
24 yeah, here we are.

25 So this is Plaintiff's Exhibit No. 14 showing that

1 the vote approving those funds, which were invoiced to the
2 association in July, did not happen until November 9th.
3 So, see, this was a slight of hand after the fact that the
4 board ran up all this stuff and did not have member
5 approval. But after the fact, they decided to bail it.
6 And that is not proper, per my understanding of the bylaws
7 that was shown in the previous exhibit.

8 Okay. I took care of that, 20.

9 All right. Then there's the issue of -- that the
10 board claimed this assessment passed. So let's see. I
11 was premature taking that away.

12 So very plainly, it says, To pass, we have got to
13 have 34 member votes here, which comprises a majority for
14 this particular issue. That's -- okay, 34. However, this
15 is Defendant's Exhibit No. 9. This is the meeting minutes
16 from a meeting of December 6th. Here you go. So we need
17 to look at here -- all right. So Page 2F1.

18 Okay. So they plainly documented an admission that
19 41 ballots were returned. And the other part of the piece
20 of the puzzle, there is 4D. Okay. So 41 were returned,
21 but 12 were against. So that means 29 votes, 41 minus 12
22 voted to approve.

23 And as I pointed out, the ballot clearly states that
24 34 members have to vote for the ballot to be approved. So
25 my contention has been that the vote did not pass because

1 cross-examination that punitive damages to stop me from
2 continuing is inappropriate at this time. All of this
3 stuff was brought, initially, because there was no dispute
4 resolution process that I could have the board participate
5 in. And, indeed, the board would not participate in any
6 attempt to resolve issues and disputes.

7 But at this time, now that there is a dispute
8 arbitration process as part of the bylaws and after that
9 time, no additional lawsuits have been brought. Had that
10 been in place at the time, which is what I had suggested
11 to the board as well at that time, none of this would have
12 happened. But because there wasn't, they felt that,
13 again, they were not bound to service me as a member of
14 the association and they could just tell me to get lost.

15 But at this time with the arbitration dispute
16 resolution process, punitive damages would be
17 inappropriate. Because there are no more lawsuits that
18 are -- can be brought at this time because we are all
19 constrained to arbitrate as per an update to the bylaws.

20 All right. So that's kind of my conclusions based on
21 counsel's closing argument. And I'd just like to remind
22 you now, as I mentioned in my opening statement, my
23 knowledge and expertise is as an engineer. Now, at GE,
24 where I worked for almost 20 years an ingrained postulate
25 and requirement was everything we do is based on

1 integrity. I always aspire to have -- show and use the
2 utmost integrity in everything I do.

3 As did all witnesses, I testified on my own behalf
4 under oath to tell the truth during this trial. As you
5 heard, when I was asked was this something that you wrote
6 yourself, I answered affirmatively. I believe I heard
7 counsel say that I never answered. The record will show
8 if you go back and review it that I answered
9 affirmatively.

10 And, plus, the very fact that the board never
11 responded to rebut nor to contradict anything that was
12 written to them, I believe, makes my testimony and
13 evidence that much more valid. From the jury's
14 perspective, you can be assured that what I wrote was
15 truthful as testified under oath and was based upon
16 integrity.

17 But not being an attorney, you observed I was,
18 indeed, clumsy and awkward in court. I apologize to the
19 Judge. At times, I was confused as to what constituted
20 appropriate testimony. And I'm sorry, but I was not
21 trained as an attorney. I was an engineer.

22 As I've already stated, originally, I had an attorney
23 represent me. And I merely followed his advice thinking
24 that he was directing me better than I would do myself.
25 He directed all the legal actions. I simply followed his

1 Rather, it's the use of the process to coerce or extort
2 that is the abuse.

3 Now, let me define what a willful act is. A willful
4 act has been described as some definite act or threat not
5 authorized by the process or aimed at an object not
6 legitimate in the use of the process. All right. Those
7 are the elements. It is an ulterior purpose and act.

8 Then the Plaintiff must, also, prove damages that
9 resulted from the wrongful conduct of the Defendant which
10 they've alleged.

11 If you decide the Plaintiff is entitled to a verdict
12 for abuse of process, your next step would be to decide
13 how much money the Defendant should be required to pay.
14 And that's what we refer to as a verdict.

15 Actual damages are to compensate the Plaintiffs for
16 their injuries or loss and to put the Plaintiffs as near
17 as possible in the same position that the Plaintiff was in
18 before the incident occurred. In other words, actual
19 damages would be the actual losses and expenses which the
20 Plaintiff has suffered because of the Defendant's
21 negligence.

22 Actual damages include compensation for all injuries
23 which are naturally the proximate result of the wrongful
24 conduct of the Defendant and include any expenses,
25 compensation for emotional distress which the Plaintiffs

1 have proven resulted from the Defendant's conduct. The
2 existence, causation, or amount of damages cannot be left
3 to conjecture, guesswork, or speculation. However, proof
4 of an amount of loss with absolute or mathematical
5 certainty is not required.

6 Damages must be proven with a reasonable degree of
7 certainty and, again, by the preponderance of the
8 evidence. The evidence presented by the Plaintiffs must
9 enable you, the jury, to determine the amount, what amount
10 is fair, just, and reasonable. Okay. Again, with actual
11 damages, the burden is by a preponderance of the evidence
12 and is to compensate the Plaintiffs for any damages or
13 losses they've incurred.

14 Now, another claim in the matter is punitive damages.
15 And, as I said, this will be a higher burden of proof,
16 clear and convincing, which I will define for you. But
17 you can only award punitive damages if you have awarded
18 actual damages. But if you award actual damages, you
19 don't have to award punitive damages unless that's what
20 you find is appropriate.

21 Okay. So if you award actual damages, you may then
22 consider an award for punitive damages. Punitive damages
23 are intended to punish the Defendant for extraordinary and
24 outrageous misconduct and to prevent the Defendant and
25 others from committing similar acts in the future.

1 If you find that they are not entitled to punitive
2 damages, then you put a zero in that space. Okay. Then
3 if you find that the Plaintiff has not met their burden,
4 then you would find for the Defendant.

5 Once you have completed this, you would date and sign
6 as the Foreperson. That's your role as the Foreperson.
7 And when you've completed the verdict form, you notify the
8 bailiff. So that's the verdict form that you will have in
9 your jury room to answer.

10 Now, your decision must be unanimous. That means all
11 12 of you must decide on the answer to these questions.
12 And this is to be based on the evidence. It's not to be
13 based on any sympathy, any passion, any prejudice,
14 emotion, anything outside the record.

15 Also, as you begin your deliberations, you may have
16 questions. And that's where your role as the Foreperson
17 comes in. You can write these questions on a piece of
18 paper, you would sign and date it, and give it to the
19 bailiff. The bailiff will bring the question to me. And
20 I will first have to discuss it with the parties. And I
21 can respond in one of two ways. I can either write the
22 response on the note by a written response or I can bring
23 you back in here for some additional instructions.

24 Now, we can't answer factual questions. That's the
25 questions y'all have to answer. A lot of times, you'll

ORIGINAL

COUNTY OF GREENVILLE

) COURT OF COMMON PLEAS
) 2019-CP-23-00269

PLAINTIFF)

vs.

) TRANSCRIPT OF RECORD

CHRISTOPHER EDWARDS, ET AL

DEFENDANTS)

B E F O R E:

A P P E A R A N C E S:

RAYMOND A. WEDLAKE, PRO SE

EMILY K O'BRIAN, ESQ.
Attorney for the Defendants

Record On Appeal of Appellant Page 43 of 374

1 There were no witnesses.

2 There were no exhibits.

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5 Certificate of Reporter 29

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1 THE COURT: All right, this is case number
2 2019-CP-23-00269, you have a couple of claims, so
3 I'll be happy to hear from you in whatever order you
4 think is appropriate.

5 MS. O'BRIAN: Good morning, Your Honor, my name
6 is Emily O'Brian, I represent the Defendants in this
7 matter and we're the ones that brought the motion for
8 summary judgment.

9 THE COURT: Good morning.

10 MS. O'BRIAN: The Plaintiff is not entitled to
11 the information he is requested in this case --

12 MR. WEDLAKE: Your Honor, if I may, I have a
13 interested party that came with me today. May he sit
14 at the table? I called your office and was told to
15 ask you here in court.

16 THE COURT: Yes, sir, you want to sit up here?

17 UNIDENTIFIED MAN: If that's all right with you,
18 Your Honor.

19 THE COURT: I don't have an issue with that. I
20 presume you went through security and they scanned
21 you for guns and knives and other weapons right?

22 UNIDENTIFIED MAN: Is that all right with you?

23 MS. O'BRIAN: Yes, Your Honor, we just ask to
24 clarify whether is now represented by counsel or if
25 he is still pro se.

1 UNIDENTIFIED MAN: He is still pro se.

2 THE COURT: Yes, sir. I think he introduced you
3 as a interested party. And your name, sir?

4 UNIDENTIFIED MAN: I have represented
5 Mr. Wedlake in the past on several matters. And it's
6 a case that has relevance to other issues that I'm
7 working with him--

8 THE COURT: Sure --

9 UNIDENTIFIED MAN: -- regarding owner
10 association.

11 THE COURT: Sure. And if you would just state
12 your name for the record, please.

13 UNIDENTIFIED MAN: Grant Gibson, Your Honor.

14 THE COURT: Okay, Mr. Gibson, good, thank you.

15 MR. GIBSON: Thank you, Your Honor.

16 THE COURT: Okay, Ms. O'Brian, I'll be happy to
17 hear from.

18 MS. O'BRIAN: Yes, Your Honor. As I was saying,
19 Your Honor, this is a motion for summary judgment
20 that was filed by the Defendants in this action.
21 It's a declaratory judgment action brought by
22 Mr. Wedlake. And he's asking for the list, as he
23 describes it, which is a list of homeowners who in a
24 November 2018 ballot, did not return that ballot.
25 And so, he's looking for the names of those

1 individuals that did not turn in their ballots in
2 that November 2018 voting.

3 And has claimed that he's entitled to that under
4 the South Carolina Nonprofit Corporation Act.
5 Nothing in the act entitles him to that. And he's
6 even acknowledged that in his complaint that nothing
7 in the Nonprofit Corporation Act entitles him to the
8 list. And so for that reason, we move for summary
9 judgment.

10 To give a little bit more detail for, Your
11 Honor, again as background, in November of 2018 there
12 was a ballot that was sent out to all members of the
13 Woodington HOA. It was regarding certain fees and
14 assessments. Particularly, legal fees and
15 assessments related to another lawsuit with
16 Mr. Wedlake. He has filed multiple lawsuits against
17 board members of the HOA. The HOA bylaws, and as
18 clearly stated on the ballot, state that if a
19 homeowner does not return their ballot, they're
20 authorizing the board to vote as their proxy.

21 In this case, the board voted for the resolution
22 to pass for the fees to be assessed to the
23 homeowners. And Plaintiff, quite frankly, wants to
24 know who didn't turn in their ballots and who voted
25 for these assessments. As he states, even in his

1 complaint under his alleged proper purposes in
2 Paragraph 30 in his complaint. Your Honor, he's
3 seeking that information under the Nonprofit
4 Corporation Act. And as we set forth in our motion,
5 nothing under the act entitles Mr. Wedlake to this
6 list that he's seeking.

7 The Nonprofit Corporation Act goes through very
8 specific lists of what corporations are required to
9 maintain. And then what members of those
10 corporations, those nonprofit corporations, are
11 entitled to inspect or copy. Nothing in what is
12 enumerated under the act provides Mr. Wedlake with an
13 entitlement to the list. And we've stepped through
14 each and every provision of that act in our
15 memorandum.

16 And, Your Honor, regardless of the merits,
17 they're looking as a matter of law whether
18 Mr. Wedlake is entitled to the list under the
19 Nonprofit Corporation Act. Which, again, we maintain
20 he's not. Regardless of that, the board members are
21 immune from suit under the Nonprofit Corporation Act.
22 So, for that reason alone, the suit cannot stand.

23 Further, as a practical matter, all but one of
24 the named Defendants are no longer on the board for
25 the Woodington HOA, and they have no authority to

1 produce the information Mr. Wedlake has requested.
2 And so, the very least, Your Honor, those should be
3 dismissed from this lawsuit as they're no longer
4 involved. .

5 As Your Honor will see in looking at our
6 memorandum as well, we've also moved for summary
7 judgment on our counterclaims. We brought
8 counterclaims under the Frivolous Claims Act for
9 actions by Mr. Wedlake in bringing this lawsuit, and
10 then through his continued actions through the
11 discovery process. As mentioned, in his compliant in
12 Paragraph 23, Mr. Wedlake acknowledges that nothing
13 under the act entitles him to the list or these other
14 documents.

15 Mr. Wedlake still brought the lawsuit. He then
16 moved for summary judgment. Two days after moving
17 for summary judgment and claiming that as a matter of
18 law that he was entitled to relief, he provided
19 discovery that we then had to answer. He moved to
20 compel discovery when he did not like the responses
21 that we gave him. We were forced to respond to the
22 motion to compel discovery, as well as the
23 outstanding motion for summary judgment that he had
24 at the same time as the discovery requests were
25 pending.

1 Then in the meantime, while this motion for
2 summary judgment has been pending, Your Honor,
3 Mr. Wedlake has abused the discovery process. He
4 sent out letters to the homeowners of the Woodington
5 HOA asking for confidential information about their
6 votes. He used Judge Kinlaw's words from a prior
7 hearing, misquoted them and asserted that homeowners
8 were court ordered to answer Plaintiff's requests.
9 He sought to influence witness testimony by giving
10 them two options of verifications or affidavits to
11 fill out and return. And these were false binary
12 that he gave them options that they returned their
13 ballot or they did not return their ballot in the
14 November 2018 election and did not intend for the
15 board to vote as their proxy.

16 He did not give them the option of they didn't
17 turn in their ballot and they intended for the board
18 to vote in their proxy. Among other options that may
19 also be out there. So, he sought to influence
20 witness testimony in that manner and he threatened
21 homeowners if they did not respond to his letter. He
22 then sent out a second letter after a hearing was
23 scheduled for our motion for injunction to prevent
24 him from abusing the discovery process and using
25 court authority in that manner. He sent out another

1 letter, again, using false authority of the court in
2 Judge Kinlaw's words to try to influence homeowners
3 to respond and to give him this information.

4 So, Your Honor, due to the fact that it's clear
5 under the law, as a matter of law, that he is not
6 entitled to the relief which he is requested in this
7 lawsuit, that he himself, Mr. Wedlake, knew that he
8 wasn't entitled to this kind of information. Still
9 brought the lawsuit and then has tried to sue the
10 discovery process to try to get information he wants.
11 Even when he's not entitled to it. And to abuse and
12 to threaten homeowners in a way through this process.
13 We would ask for summary judgment both against
14 Mr. Wedlake on his claims that he's brought against
15 the Defendants in this matter as well as summary
16 judgment on your own counterclaims against
17 Mr. Wedlake.

18 THE COURT: Okay, thank you very much. I
19 appreciate it.

20 MS. O'BRIAN: Yes, Your Honor.

21 THE COURT: Mr. Wedlake, I'll be happy to hear
22 from you, sir.

23 MR. WEDLAKE: Your Honor, as I said in a hearing
24 with Judge Kinlaw, you know, there's very creative
25 misrepresentation of the truth of the matter here.

1 Basically, much of what has been just aired before
2 this court simply is not true. Exaggerations of
3 situations, utter, total misrepresentation facts.
4 But I have prepared some comments of my rebuttable
5 then of their memorandum in support of motion for
6 summary judgment, which I refer to as a memo in the
7 comments that follow. And I don't intend to try to
8 answer verbally all of the stuff that was just put in
9 front of you because I think a lot of it is really
10 irrelevant to this hearing.

11 However, there were various points made about
12 the Nonprofit Corporation Act, which is the very
13 issue that has been brought to this court here where
14 there is a direct dispute of the meaning of the law
15 and it entitles me to have. Now, I understand that
16 the Defendants apply a different standard for what
17 they find proper and acceptable as social norms and
18 etiquette. But I find their perspective relative to
19 law and relative to correct interpretation of law is
20 lacking. The Defendants request for summary judgment
21 may be appropriate to bring to a, quote, school of
22 dance and etiquette, end quote.

23 However, for all reasons as follows, I petition
24 this court to act, indeed, as a court of law and not
25 as a school of dance and etiquette. And therefore,

1 petitions this court to recognize summary judgment
2 for Defendants must be denied.

3 THE COURT: Okay. Let me ask you a couple of
4 questions.

5 First of all, Ms. O'Brian, you said y'all have a
6 counterclaim for a frivolous lawsuit?

7 MS. O'BRIAN: Yes, sir, Your Honor.

8 THE COURT: Did you file an amended answer and
9 counterclaim?

10 MS. O'BRIAN: Yes, sir, Your Honor, we did. We
11 filed a motion to amend our answer and add the
12 counterclaims.

13 THE COURT: Yes, ma'am.

14 MS. O'BRIAN: Because through the discovery
15 process it became clear that not only did he know
16 that there wasn't a basis for this but he was abusing
17 the legal process to gain other information.

18 THE COURT: Okay. So, let's see, that was ruled
19 on on July 26th; is that correct? And you added that
20 counterclaim?

21 MS. O'BRIAN: That's -- I believe it was a
22 little bit later than that, Your Honor.

23 THE COURT: Okay.

24 MS. O'BRIAN: I believe it was about a month
25 ago. I apologize, I don't have that date in front of

1 me.

2 THE COURT: That's all right, I'm just trying to
3 find it.

4 MR. WEDLAKE: There again, Your Honor, a
5 statement has been made abusing the legal process. I
6 absolutely disagree and dispute such statement. May
7 I continue then, Your Honor?

8 THE COURT: Sure, yes, sir. Absolutely, go
9 ahead.

10 MR. WEDLAKE: Contrary to the Defendants
11 misstatements, all Plaintiffs actions and claims to
12 date were brought legitimately before the court for
13 the purposes to bring improvements to Woodington
14 Homeowners Association, which I will refer to as
15 WHOA. To bring benefits to its members to restore
16 proper governments by the board of directors within
17 WHOA. And to require Defendants to act in compliance
18 with bylaws, as well as South Carolina law.
19 Specifically, in violation of the bylaws, the
20 Defendants ignore their duty to fill two remaining
21 vacancies on the board. As you might glean, Your
22 Honor, I am still trying to improve board governments
23 for the benefit of WHOA members.

24 THE COURT: Mr. Wedlake, let me ask you this,
25 why have you sued the individuals as opposed to the

1 homeowners association?

2 MR. WEDLAKE: I am a member of the association,
3 Your Honor, and I have no intent to cause damage to
4 the members of the association is why the individual
5 board members have been cited.

6 THE COURT: Okay, tell me your legal basis for
7 suing the individuals. What's their individual
8 liability? If they're members of the board of
9 directors of a incorporated entity, how is it that
10 they individually are liable? Particularly, inasmuch
11 as they're no longer members of the board of
12 directors.

13 MR. WEDLAKE: I'll address that later. Several
14 have resigned from the board but the Defendant Koshis
15 still represents the board entity. Now, the simple
16 facts of the matter are the members of the board of
17 the homeowners association are the governing body and
18 they should be held to standards. And particularly,
19 as I've just cited here, when they violate the bylaws
20 and also South Carolina law, that gives me a legal
21 claim against them, in my opinion. Did that answer
22 your question then?

23 THE COURT: It did, Mr. Wedlake. It told me
24 that you don't really have a legal basis for
25 including the individuals. You offered an opinion

1 but you didn't offer me any legal basis.

2 MR. WEDLAKE: They are the governing body of the
3 association and are responsible for actions taken by
4 the association. Am, I mistaken on that count, Your
5 Honor?

6 THE COURT: Well, let's just say hypothetically
7 that you went to the gas station and you bought gas
8 from Exxon. And you found out that that gas wasn't
9 pure and it caused harm to your engine. Could you
10 then sue the members to the board of Exxon
11 corporation? Or would you bring that suit against
12 Exxon?

13 MR. WEDLAKE: I guess I'm not following the
14 analogy.

15 THE COURT: Well, I'm sorry you're not. I
16 suspect you're being obtuse in that regard. The
17 question is, under what theory of law are you allowed
18 to sue the members of the board of directors of the
19 homeowners association?

20 MR. WEDLAKE: Again, Your Honor, this action is
21 a simple declaratory judgment action seeking a
22 resolution of a question of law. I specifically
23 stated in my compliant that only nominal damages,
24 which to me means one dollar in damages--

25 THE COURT: I saw that, yes, sir.

1 MR. WEDLAKE: -- were being sought. So really,
2 Your Honor, nobody has -- is being sued in that
3 respect. I am not seeking punitive damages. I am
4 just seeking resolution of a question of law, which I
5 believe is an appropriate question to ask the court
6 to interpret disputed aspects of the law.

7 THE COURT: I don't disagree with that,
8 necessarily. But the question, again, is if you're
9 going to bring a declaratory judgment action,
10 shouldn't you be required under the law to bring it
11 against the appropriate Defendant? Which is the
12 homeowner association itself?

13 MR. WEDLAKE: I don't believe, again, as a
14 member of the association that it is my desire to
15 cite the association as the responsible entity and
16 bring damage to the members of the association. I
17 think it is proper and fitting to cite those who are
18 responsible for the improper action.

19 THE COURT: Okay. All right. Good enough. All
20 right, Mr. Wedlake, do you have anything additional
21 you'd like to tell me, sir?

22 MR. WEDLAKE: The thing I've cited now in my
23 complaint, as supported by affidavits and exhibits, I
24 believe the court has given discretion to affirm my
25 request for information. Under the Nonprofit

1 Corporation Act sections 33-31-1602(d)(1) and (d)(2) .

2 Primarily, because I am a litigant and I have the
3 same rights, I have the rights according to the law
4 to the same extent as any other litigant. I believe
5 the Defendants mistakenly interpret Section D
6 statement. This section does not effect with the
7 presumption that the word Grant should be substituted
8 for the word Effect. Where I dispute this
9 presumption.

10 The Defendants completely ignore item (d)(2) of
11 the act which says, The power of the court,
12 independently of this chapter to compel the
13 production of corporate records for examination,
14 which clearly shows the true, quote, legislative
15 intent, end quote, of the Nonprofit Corporation Act.

16 And as spelled out in my verified complaint,
17 it's affidavits and exhibits in support. The
18 legislature inserted a provision in the South
19 Carolina Nonprofit Corporation Act, giving a judge
20 discretion to compel information, even though it may
21 not specifically appear in the Nonprofit Corporation
22 Act as required to be provided. Plaintiff asks the
23 court to consider compelling my requested information
24 in its discretion pursuant to that statute. Very
25 simply, indeed a reason to have a court weigh in.

1 What started out as multiple simple requests for
2 information, led to my request for declaratory
3 judgment, a very simple matter of law for a judge to
4 decide. However, the Defendants desire to fight has
5 led to unnecessary conflict in my appearance here
6 today. That quote, The court's favored declaratory
7 judgment actions, end quote, is an established legal
8 precedent. Benefits will accrue to Plaintiff as to
9 WHOA and to the Defendants if they are prohibited
10 from withholding information that would aide in
11 bringing improvements to WHOA and benefits to its
12 members.

13 If the merits of my case are ignored, all boards
14 will feel empowered to withhold all information,
15 which will cause a festering of unrest and
16 disagreement within WHOA, with no resulting benefits
17 to any parties. Naked claims brought by memo may be
18 considered hearsay, as they are unsupported and also
19 irrelevant, which makes them inadmissible pursuant to
20 Rule 402 SCRCF.

21 Plaintiff contends that no homeowner opted to
22 allow the board to vote for them by proxy. And
23 challenges the Defendants to show the court even one
24 single sign, authorization, proxy statement from any
25 member. The court is asked to recognize Rule 8(f)

1 SCRCP(f) .

2 Construction of pleadings. All pleadings shall
3 be so construed as to do substantial justice to all
4 parties. And not to be misled by Defendants
5 opposition of improper etiquette. Defendants
6 documents show an abundance of genuine issues of
7 material fact. Far more than any scintilla required
8 to withstand summary judgment.

9 Defendants request for summary judgment is
10 premature to date, no mediation and limited
11 discovery. A prior case was recently settled as a
12 result of mediation. For it to be pushed further
13 into the future upon Defendants request should be
14 denied. Defense counsel ignored my attempts to get
15 mediation early, resisting my desire for mediation to
16 lead to settlement. Once again, Defendant Charles
17 Koshis, has full capability to provide Plaintiff's
18 requested information.

19 Transparency exhibited by a board is important,
20 which was denied to WHOA members by Defendants.
21 Withheld publishing their meetings schedule,
22 communicated no meeting agendas. Nor were minutes
23 made available for several recent meetings where such
24 malpractice continued after election of 2019 board.

25 THE COURT: Mr. Wedlake, are you reading from a

1 document?

2 MR. WEDLAKE: These are my prepared statements
3 that I brought to bring to this court today, Your
4 Honor.

5 THE COURT: Would like to just admit that as a
6 Court's Exhibit as opposed to reading it into the
7 record? I can certainly read it.

8 MR. WEDLAKE: I am done. However, before I
9 enter my conclusion, would you allow Mr. Gibson to
10 comment?

11 THE COURT: No, sir. Not unless Mr. Gibson is
12 the attorney of record.

13 MR. WEDLAKE: All right.

14 THE COURT: And no offense to Mr. Gibson. As a
15 personal matter, I would love to hear from him. But
16 I think it's inappropriate under the circumstances --

17 MR. WEDLAKE: Very good, sir.

18 THE COURT: -- from a legal perspective.

19 MR. WEDLAKE: And in conclusion, Plaintiff prays
20 that the Court recognize all hearsay as irrelevant
21 and to ignore it. And ask to deny the Defendants
22 motion for summary judgment. And I ask the Court if
23 there may be questions or further discussions as
24 related to his memorandum in opposition. May be
25 desired and as you're aware, several documents have

1 been filed in the court.

2 THE COURT: Let me ask you a question, is this a
3 not for profit corporation as contemplated under the
4 law?

5 MR. WEDLAKE: Yes, it is.

6 THE COURT: Okay. Good enough. Thank you,
7 Mr. Wedlake, I appreciate it, sir.

8 Ms. O'Brian, is there anything you'd like to
9 tell me?

10 MS. O'BRIAN: Nothing further, Your Honor.
11 Unless you have any specific questions, I'm certainly
12 glad to answer.

13 THE COURT: No. You know, I am --

14 Mr. Wedlake, in listening to you, you know, you
15 make several very meritorious and valid propositions
16 of law. Some of which are relevant to what we're
17 doing here today and some of which are not. But at a
18 threshold, in the institution of this suit, I don't
19 think you named the appropriate defendants. And I'll
20 read from Section 33-31-834.

21 All directors, trustees or members of the
22 governing body for not for profit cooperative
23 corporations of associations and organizations, are
24 immune from suit arising from the conduct of the
25 affairs of these cooperatives, corporations,

1 associations or organizations. This immunity from
2 suit is removed when the conduct amounts to willful,
3 wanton or gross negligence.

4 Now, in your compliant, and I've read your
5 compliant, I don't see allegations of willful, wanton
6 or gross negligence in this case that applies to the
7 individuals named as defendants in this case. Also,
8 the conduct that you describe, clearly is not
9 willful, wanton or gross negligence. The conduct
10 that you described is a disagreement with respect to
11 the interpretation of the statutory law governing the
12 board of directors of a not for profit corporation.
13 You know, whether or not you would have standing to
14 sue or you would have a judicable cause of action
15 against the homeowners association, is a question for
16 another day. But I think ab initio, you are not
17 allowed to sue the board of directors individually
18 under the enumerated or articulated causes of action.

19 So, what I'm going to do, respectfully, is grant
20 the motion for summary judgment based on the fact
21 that the Defendants are immune from prosecution under
22 33-31-834. And there's been no allegation of
23 willful, wanton conduct or gross negligence. With
24 respect to the frivolous sanctions lawsuit, I'm going
25 to deny that motion. If you want to pursue that

1 cause of action or you want to pursue that with the
2 court, then you can ask for, I think, appropriately
3 under that statutory provision it would be a question
4 for the court, not for a jury. And you can proceed
5 in a evidentiary hearing or in a motion before the
6 court.

7 But I will tell you, and I don't know what else
8 is outstanding between all these respective parties,
9 so long as you keep that dangling chad opened, you
10 probably remain, also, subject to Mr. Wedlake's
11 continuing discovery requests. So, you may be better
12 served to just drop that and dismiss the lawsuit all
13 together and walk away. Now, that's entirely up to
14 you and I'm not giving you advice because, obviously,
15 I'm not much of a lawyer because I failed and had to
16 get government work. But you might consider that,
17 okay.

18 So, Ms. O'Brian, if you'd send me a proposed
19 order. If you would send it in Word format, via
20 email, copy Mr. Wedlake on that as well so he can
21 look at it before I have the opportunity execute it.

22 MS. O'BRIAN: Yes, sir, Your Honor.

23 THE COURT: Yes, sir, Mr. Wedlake.

24 MR. WEDLAKE: If I may, Your Honor, is it not
25 customary for them to submit to me their proposed

1 order so that we might agree on the content of the
2 order?

3 THE COURT: That's what I just asked her to do.
4 Under the rules it's appropriate that you see a copy
5 of it. Now, that can be contemporaneous with them
6 sending it to me. And I'll wait until you had the
7 opportunity to look at it. And you can make comments
8 as well on that order. Ultimately, there need not be
9 an agreement. Ultimately, it's going to be my order.
10 And if y'all do have a disagreement about the
11 verbiage in the order, then y'all can send me an
12 email and say, hey, I don't like this and I don't
13 like this. I don't think that's what you said, I
14 think you actually said this. And I'll amend it as
15 appropriate. And I'll adjudicated that -- any
16 dispute that may arise with respect to the order as
17 well. But I definitely will not sign it until you've
18 had the opportunity to look at it and comment on it,
19 okay.

20 MR. WEDLAKE: So, historically, that did not
21 happen in the past because Campbell/Teague had taken
22 the approach that I had no standing to review or
23 comment on the order. So, thank you, Your Honor.

24 THE COURT: Okay. Yes, sir.

25 MR. WEDLAKE: That we will agree on the contents

1 of the order.

2 THE COURT: Yes, sir.

3 MR. WEDLAKE: But I'd like to just be clear,
4 Your Honor, the declaratory judgment nature of my
5 case, just to interpret the law, has that gone by the
6 boards then with your judgment?

7 THE COURT: Yes, sir. And the reason is because
8 simply because it's characterized as a declaratory
9 judgment action, doesn't effect who may be named as
10 an appropriate party in the lawsuit. So, even if
11 it's a declaratory judgment action. If it's a
12 misappropriation action. If it's a -- if it's
13 shareholders derivative suit. In any of those
14 actions you still need to name the proper party.
15 Once you name the proper party, then you may be in a
16 position to adjudicate the underlining issues.

17 But again, under 33-31-834, those directors are
18 immune. And there is a very, very strong historical
19 public policy in favor of that proposition of law.
20 And it's a public policy that adheres to the benefit
21 of all of us collectively. Because what's the
22 benefit of forming a corporation or an association if
23 you can't enjoy the privileges of that association?
24 Which are, in large measure, immunity from liability
25 from a lawsuit. If that is stripped away, just

1 because the nature of the lawsuit and nothing more,
2 then there's really no benefit to forming those
3 corporations in the first place. So, appreciate, if
4 you will, the public policy behind that law. It's
5 good public policy, it really is. And we're all
6 lucky to have it. Because it helps churn the wheels
7 of our economy. All right. Thank you, sir, I
8 appreciate it.

9 MS. O'BRIAN: Your Honor, may I ask one
10 clarification question --

11 THE COURT: Sure.

12 MS. O'BRIAN: -- as I anticipate this could
13 become an issue. When we were just talking about
14 sending in a proposed order, you said that it was
15 okay for us to send it to you at the same time as
16 Mr. Wedlake as long as he is copied.

17 THE COURT: That's right.

18 MS. O'BRIAN: We do not have to reach an
19 agreement before it is sent to you?

20 THE COURT: No, ma'am. And what will happen is
21 you just tell me -- you have him in the cc line, so
22 by copy of this email, I copied Mr. Wedlake.

23 And, Mr. Wedlake, what I'll do is I'll just sit
24 on it for a couple of days. I would like for you to
25 acknowledge receipt and say I'd like two days, three

1 days, four days to review this order before you
2 execute. Okay? So, I'll know what I'm waiting for.
3 And I'll know what my timing is, okay.

4 MS. O'BRIAN: Thank you for that clarification,
5 Your Honor.

6 THE COURT: Yes, ma'am. Okay.

7 All right, good luck to y'all.

8 MR. WEDLAKE: Now, Your Honor, I'm not familiar
9 with the court reporter today but I would like to
10 request a transcript.

11 THE COURT: Okay.

12 MR. WEDLAKE: And there is another motion that I
13 had put in for dismissal of their counterclaims,
14 which was the subject of this hearing today.

15 THE COURT: Okay. And that was for the
16 frivolous sanctions, correct?

17 MR. GIBSON: Yes.

18 THE COURT: Okay. And I read that and what I've
19 done is I know that they made a motion for summary
20 judgment to have that granted, you had a motion to
21 have it dismissed. I'm going to deny both of those.
22 And that can be the subject of a subsequent hearing
23 or a lawsuit. But you heard me, Mr. Wedlake, suggest
24 that, perhaps, the Defendants should withdraw that in
25 any event. So there won't be any additional issues

1 related to this. But again, that's all within their
2 discretion.

3 MR. WEDLAKE: Now, am I confused, Your Honor, my
4 motion is to dismiss their counterclaim so that you
5 said you have covered it by that suggestion you just
6 aired?

7 THE COURT: I covered it by denying, it. Okay.
8 I've read your memorandum. I've heard your arguments
9 herefore this morning. I understand what the issues
10 are one to the other. I don't think that we're in a
11 position at this point, that I am armed with all of
12 the information to make a determination as to whether
13 fees and costs should be awarded for a frivolous
14 proceeding. I also don't think that I am armed with
15 the appropriate information to determine whether it
16 should be dismissed. I do know that as a consequence
17 of having filed the case inappropriately, there would
18 be some evidence to support that it was a frivolous
19 proceeding. However, based on that and that alone, I
20 don't think any court would grant frivolous -- grant
21 a frivolous lawsuit on that basis. There would have
22 to be more. But in any event, I think it's a
23 outstanding issue and I'm not prepared to grant that
24 summarily this morning. Okay.

25 MR. WEDLAKE: Yes. Now, just to be clear, for

1 the record though, Your Honor, in my notion to
2 dismiss counterclaims, I petitioned the court to
3 apply Rule 40 to an order a separate trial, that
4 their counterclaims will be renamed.

5 THE COURT: Well, in that, as a practical
6 matter, is what would happen. Now, just like I was
7 telling Ms. O'Brian, I don't think there's a right to
8 a jury trial. And generally speaking, under the
9 Frivolous Sanctions Act there is not a trial on the
10 merits. Generally, there's a hearing and/or motion.
11 Y'all have to work that out if and when that ever
12 happens. Okay. And you'll have to talk to the judge
13 who is hearing it. I presume it would probably be
14 put on a non-jury trial docket. And y'all would come
15 before the court and it would proceed in whatever
16 fashion you collectively agree on and the judge
17 agrees on as well. That remains to be seen. Okay.

18 Good luck to you. Y'all have a great day. And
19 a great week.

20 MR. GIBSON: Thank you, Your Honor.

21 (WHEREUPON, the proceedings were concluded.)
22
23
24
25

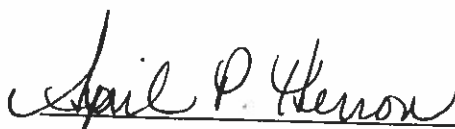
CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

I, APRIL P. HERRON, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Greenville County, South Carolina, on the 28th day of October, 2019.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

December 12, 2019



APRIL P. HERRON, Court Reporter

1 THE COURT: Okay. Do you -- Mr. Wedlake -- all
2 right. Was there anything other than a third-party
3 complaint?

4 MR. WEDLAKE: I would have to check the court records
5 on that, Your Honor, you know. I -- at my age, I can't
6 really remember details for more than a month or so, which
7 is one of the problems for this case that was brought in
8 2020. I have to carefully research and check back to
9 refresh my memory to be able to operate in the case
10 because of my age.

11 THE COURT: All right. We can look at that file.

12 All right. And you indicate that the length of trial
13 would be a couple of days?

14 MS. O'BRIAN: I think so, Your Honor.

15 THE COURT: Why -- Mr. Wedlake, why -- or Mr. Joy,
16 why do you think it's going to be longer than two days?

17 MR. WEDLAKE: As you may recall, we had agreed to
18 a -- a DOM, a designation of matter. And Ms. O'Brian
19 loaded up everything in the kitchen sink, which if she's
20 intending to present even half of that, she's going to
21 need, perhaps, four or eight days to present some of that
22 stuff. That was the nature of the motion in limine.

23 And as you might be aware, this morning, I brought to
24 the clerk a file. Hopefully, it's available in the public
25 record at this time. I brought -- and I tried very hard

1 to boil it down as much as possible for my defense. So it
2 was 34 exhibits and one figure.

3 But even then -- see, there's so much stuff. To try
4 to overwhelm the jury in one day from my side, I think,
5 would be breach of justice because there's too much stuff.
6 So I would rather have it in small pieces, give the jury a
7 chance to assimilate and cogitate, and then give the next
8 piece, perhaps, over a longer time period.

9 THE COURT: Well, I mean, I'm not saying you're
10 limited to two days. But, I mean, there might be some
11 admissibility issues. And I don't know. Just because
12 there's a lot of documents that doesn't necessarily
13 mean -- usually, it's the number of witnesses.

14 How many witnesses do you plan to call?

15 MS. O'BRIAN: I believe we have probably five, maybe
16 six.

17 THE COURT: Okay. And how many witnesses will you be
18 calling?

19 MR. WEDLAKE: None, Your Honor. And this was
20 something -- other than myself. This was something that
21 was stated in my pre-trial conference, which, as you know,
22 we really didn't spend much time on. But the board has
23 tampered with all of the witnesses that they will be
24 intending to present as legitimate witnesses. The
25 witnesses that will be called will merely be parrots for

1 the board's position.

2 And just for your information, although I did not
3 include that in my defenses, the board called special
4 meetings where I was excluded from those meetings where
5 they went and met with the members to give the members
6 their viewpoints of what had happened and why.

7 And they, also, slammed me and defamed me in annual
8 meetings before the members of the association.

9 THE COURT: Well, that's stuff that sounds like it --
10 I mean, I don't need to know the substance there. But
11 that sounds like something -- it will be subject to
12 cross-examination by you.

13 MR. WEDLAKE: But the point is, Your Honor, that they
14 have no real knowledge. Because none of the -- the two --
15 the three named parties in this lawsuit have never been on
16 the board in association with any of these lawsuits. They
17 were outside people who were, otherwise, not involved in
18 any way, shape, or manner.

19 THE COURT: Have they been certified as representatives
20 the class action?

21 MS. O'BRIAN: Yes, they have.

22 THE COURT: That covers that. I mean, that's not up
23 to me to decide if they've already been. There's never
24 been an order --

25 MR. WEDLAKE: May I, at this time, ask for the list

1 after I've ruled on these motions to adjust your case
2 accordingly.

3 MR. WEDLAKE: Well, again, the motion in limine is
4 primarily just to make it such as this trial does not go
5 on forever with a whole volume of irrelevant stuff. And,
6 oh, by the way, I have suggested that a whole bunch of
7 what was listed in the DOM for plaintiffs was, indeed,
8 inadmissible.

9 THE COURT: And that's maybe something y'all can talk
10 about today as well. Maybe y'all can identify and
11 stipulate to some of the exhibits. And if we have to
12 address any of the exhibits, then we can do so.

13 MS. O'BRIAN: I think we could do that, kind of
14 discuss --

15 MR. WEDLAKE: See, none have been disclosed to me,
16 Your Honor.

17 THE COURT: Well, that's something we can deal with
18 after we draw the jury.

19 Do you have any voir dire?

20 MS. O'BRIAN: Just a couple of questions, Your Honor,
21 asking whether they've been part of an HOA, whether
22 they --

23 THE COURT: Do you have any typed out?

24 MS. O'BRIAN: I can type them out.

25 THE COURT: Part of an HOA?

1 he's just got to -- he's going to have to testify just
2 however he sees fit.

3 MS. O'BRIAN: Okay.

4 THE COURT: If anything that is objectionable -- I
5 know -- normally, when somebody -- the lawyer is asking
6 questions and you have kind of a heads up whether it's an
7 improper question.

8 So I guess, Mr. Wedlake, since you're not going to
9 have a lawyer asking you questions and you'll be just
10 testifying kind of on your own, in the event that she
11 stands up to object, you need to stop. Okay. Because
12 that means she's going to object. I'll give a ruling and
13 then either say you can't go into that or you can proceed.
14 That's just kind of how you have to deal with it on the
15 pro se part.

16 MS. O'BRIAN: I just wanted to make sure we had a
17 clear understanding since I know that's a little bit
18 different.

19 And then --

20 MR. WEDLAKE: If I may, Your Honor, that, again, was
21 part of my pre-trial conference that I was going to bring
22 up, which I never had that opportunity to cover some of
23 those details.

24 THE COURT: I mean, that's kind of the rules of the
25 game. So that's fine. All right.

1 efficient. In the morning, I'm going to ask that y'all
2 come a little bit early. And any exhibits that she has
3 that you can agree on that you don't object to, then y'all
4 can stipulate to those. And then for those that you do
5 not stipulate to, then they'll be marked. And then she'll
6 have to introduce them under the rules of evidence, if
7 appropriate. And if they're not admitted, then they won't
8 be entered. But that's just something that makes a trial
9 go more smoothly and quickly.

10 But if there are any that you don't have objections
11 to, then that's something y'all can agree to. But if not,
12 then we can -- she can mark them and they can be
13 introduced. And she can go through the process and we can
14 address them at that time.

15 MR. WEDLAKE: And that was another thing that I had
16 put in my motion for a pre-trial conference, Your Honor.
17 I will be objecting to everything that she is bringing as
18 her exhibits that belongs to me, that I authored.

19 And my experience with this counsel has been that she
20 will intend to misrepresent what is being said in exhibits
21 that I authored as she presents them to the jury. And
22 that's why I'm saying that I will be objecting to anything
23 that is mine that she is entering as her exhibit.

24 THE COURT: Okay. And you have the right to do that.
25 And then I'll hear from her. And she'll -- if there's

1 something that the Court finds it's admissible, then
2 they'll be admitted. If the Court finds they're not
3 admissible under the rules of evidence, then they'll be
4 denied, so.

5 MR. WEDLAKE: And, basically, in my motion in limine,
6 that's the deal. And I think you heard her say she's
7 going to have 40 exhibits. Even if she does 10 an hour,
8 that's four hours. If she does 20 an hour, that's two
9 full hours of stuff. And let's face it, that amount of
10 stuff being put before the jury is simply going to
11 overwhelm them in any short period.

12 THE COURT: Well, I think our jury will be able to
13 comprehend. It will be up to you two to make sure that
14 they understand it.

15 So anything else on your pre-trial motion?

16 MR. WEDLAKE: Well, the main thing, again, is just to
17 be clear that in all probability this trial cannot be
18 accomplished in two days just because of the amount of
19 stuff that counsel is intending to present, and the things
20 that I will be presenting in my defense.

21 And, by the way, Your Honor, in the course of the
22 trial, as indicated in what I gave to the clerk this
23 morning, I have exhibits that I will be presenting to the
24 jury as my testimony. And this was another thing that was
25 in my motion for pre-trial conference to, you know, clear

1 the procedural nature of all that with you before we came
2 to trial.

3 THE COURT: Well, I mean, we'll have to -- you know,
4 the -- again, you can -- you can discuss those with
5 opposing counsel. And if she consents to them, then
6 they're stipulated and they go into the record. If she
7 doesn't, then you have to have them properly introduced
8 under our rules of evidence to allow them to come in.

9 MR. WEDLAKE: And that's why I put it in the public
10 index so that she has every opportunity to do that before
11 the trial.

12 THE COURT: Well, that's not -- it's not up to her to
13 go looking for it. If you want her to stipulate to
14 something, you're going to have to talk to her about it.
15 Otherwise, then you can try to put it in at the proper
16 time and I'll address it at that time.

17 MR. WEDLAKE: Just to give you the perspective on
18 that, Your Honor, generally, I am ignored by attorneys
19 that, generally, do not respond to anything I ask them,
20 nor be open to suggestions, such as you've just said that
21 we meet together. This should happen well before court,
22 as I spoke in a hearing previously about let's get sighted
23 in on what exhibits are going to come before the jury.
24 And let's both decide so we don't have to go through a
25 whole bunch of rigamarole and slow the trial down. As

1 MR. WEDLAKE: Well, that's what -- I think as I
2 reviewed the counterclaim this morning, that was some of
3 the things that were in the counterclaim.

4 THE COURT: Well, the counterclaim will be presented
5 to the jury just like the regular claim.

6 MR. WEDLAKE: So I should make that an exhibit to
7 present?

8 THE COURT: No. That's -- you've got to present
9 whatever evidence you need to pursue your counterclaim.

10 MR. WEDLAKE: Yes. I don't think I'll plan to do
11 that because, again, it will just bog down everything.

12 THE COURT: That's totally up to you.

13 What else do you have?

14 MR. WEDLAKE: Well, that's what we were speaking of,
15 the motion in limine, which was April 24th of this year.

16 THE COURT: That's what I'm asking you. What do you
17 want me to address in your motion in limine?

18 MR. WEDLAKE: Well, I think we've covered it here in
19 that there's recognition that there is going to be
20 inadmissible evidence involved, which, as I understand it
21 now, I'll simply object to it at the time.

22 THE COURT: Right.

23 MR. WEDLAKE: So that's all.

24 THE COURT: So there's nothing else? I want to make
25 sure we cover everything you want to present beforehand.

1 So don't discuss the case. My four rules, don't
2 discuss the case. Don't do any type of research. Do not
3 pay any attention to any media coverage. And if anybody
4 should contact you, other than somebody from the clerk's
5 office, then, please, let the bailiffs know.

6 Otherwise, I'll see you back at 2:30.

7 (WHEREUPON, the jury was excused from open court at
8 approximately 11:50 a.m.)

9 THE COURT: All right. Anything from the Plaintiff
10 at this point?

11 MS. O'BRIAN: No, Your Honor.

12 THE COURT: All right. Anything from the Defendant?

13 MOTIONS

14 MR. WEDLAKE: I would like to propose motions before
15 we resume with the jury, Your Honor.

16 THE COURT: That's what this purpose is for right
17 now. I'll be glad to hear from you.

18 MR. WEDLAKE: So the Plaintiffs have rested their
19 case. I would like to move for a directed verdict, which
20 may be interpreted as an involuntary nonsuit based on the
21 fact that there is no really pertinent evidence.

22 And I think we've seen from witnesses that they kind
23 of all have brainwashed, tampered with, sort of,
24 responses. And I am contending that there are
25 insufficient facts and proof presented to prove Plaintiffs

1 case that what I did was abuse of the court legal process.

2 THE COURT: All right. Ms. O'Brian.

3 MS. O'BRIAN: Your Honor, you've heard the testimony
4 as well as we have. We've entered documents showing
5 multiple filings. There were six lawsuits, one
6 third-party complaint, and arbitration, all of which were
7 testified as Mr. Wedlake bringing within the past six
8 years against this board. And the testimony regarding the
9 rulings in those is that he was not successful in a single
10 one of these actions. That he used the court process
11 throughout that time period, both by filing these
12 lawsuits, presenting subpoenas, depositions, all these
13 types of things that he was using the Court in the process
14 of this. And that his ulterior purpose was to coerce,
15 threaten, and harass the members of the board.

16 We have shown that he has made willful acts in
17 furtherance of that ulterior purpose and the motivations
18 to control the board and force them to adopt his way of
19 thinking in a my-way-or-the-highway-type of stance.

20 And we have shown the damages that have been caused
21 to the class members in this action directly because of
22 Mr. Wedlake's lawsuits that he filed those, that the board
23 members as members of a nonprofit organization cannot
24 represent themselves or the board. They have to have an
25 attorney under state law. And that, I think, is

1 judicially noticed as well. And that they had to bring
2 those in that was decided by the Woodington HOA members
3 that that indemnity was correct and that has been approved
4 in various lawsuits that Mr. Wedlake has since brought.

5 So we have shown that causal link of the damages to
6 the class. And we have, also, provided information and
7 evidence regarding the amounts of those damages.

8 So we have met each and every piece of the
9 requirements there. And we fully believe it should be
10 submitted to the jury.

11 THE COURT: All right.

12 MR. WEDLAKE: If I may, Your Honor.

13 THE COURT: Yes.

14 MR. WEDLAKE: Again, this is a situation where I
15 approached the board to try to resolve issues. And they
16 just said to me, well, if we're going to meet -- they only
17 met once as I will present in follow-up testimony. But,
18 basically, I had no other means to try to improve the
19 association to have the board comply with the bylaws,
20 other than filing cases in court.

21 So, literally, the board's attitude was such that I
22 was forced to come into court just to seek resolution of
23 issues, which all were focused on the -- to bring benefit
24 to the WHOA and benefit to its members, all of which has
25 been misrepresented and mischaracterized in much of the

1 summary you just heard Ms. O'Brian say.

2 And although I hadn't planned to provide evidence to
3 that fact, there was no dispute resolution process that
4 existed in the HOA to which I could turn. And somewhere
5 along the line, although, as I said, I haven't found it
6 and haven't prepared evidence on that, I asked them, look,
7 come on. We need to have some sort of dispute resolution
8 process --

9 THE COURT: The only thing I can consider at this
10 point is evidence that has been presented from the witness
11 stand up to this point. You're getting into a lot of
12 stuff that you plan to prove, and all that kind of stuff.
13 But I can only -- at a directed verdict stage, I can only
14 consider what has been presented in the Plaintiffs case.

15 MR. WEDLAKE: No further comments then, Your Honor.

16 THE COURT: You know, I think that the evidence
17 clearly contradicts what you just argued. And I have to
18 consider the evidence in the light most favorable under
19 this standard. And it is the light most favorable to
20 them. Abuse of process is -- the two elements are
21 ulterior purpose and willful act and the use of
22 proceedings in court. And I believe that at this stage
23 that there is sufficient evidence that meets those
24 elements.

25 So I deny your motion for a directed verdict.

1 Thank you.

2 Nothing further at this time.

3 THE COURT: All right. Mr. Wedlake.

4 MR. WEDLAKE: Dare I say, you heard a lot of hand
5 waving there. But, again, much of it -- I don't think
6 there's been any evidence discussed in this trial that
7 supports much of what was said.

8 So as counsel presented her closing argument, I kind
9 of made notes here as she went along. I'll just briefly
10 comment on that. And then I'll get to my closing argument
11 that I had started to draft. But there's been other
12 things so I really didn't finish it. But we'll do the
13 best we can.

14 And that's the deal, as I told you upfront, you know,
15 I'm not really an attorney. So I'm kind of at a
16 disadvantage here. Because after I realized the attorney
17 that had helped me, initially, was really just playing me
18 as a mark and I, basically, just followed his advice
19 thinking he was an attorney, he knew better than I knew.
20 But, no, his only interest really was to prolong all of
21 this stuff as long as he could so he could collect. And
22 sure enough, he did collect.

23 But in any event, let's get back to the nature of
24 what you just heard, which paints me as an abusive son of
25 a bitch who intentionally tried to screw the board and

1 screw his neighbors. I think there's evidence that has
2 been presented before the Court in many of my exhibits
3 that, certainly, shows that that's not the case.

4 Now, as we covered yesterday, she brought up again
5 how I named individuals in my lawsuits to try to screw
6 them individually. Well, there again, these lawsuits were
7 brought by my attorney. I had let -- I had decided to
8 follow his advice because I thought he knew better than I
9 knew and that he would do things properly and per what was
10 consistent with normal court procedures. But he,
11 basically, again, used what he did and the way he did it,
12 including the case captions where he told me, no, no, this
13 is how you do it. You list the individuals and then say
14 they were the board.

15 The evidence presented yesterday in my testimony
16 showed that all the captions indicated, specifically, the
17 board of directors. And there is a statute in the law
18 that says that the board is an entity. And it doesn't
19 matter what the names of the individuals are, that
20 effectively the statute says the board is the board.

21 And I'm not clear if I remember that, it says Section
22 3331-140 -- 33-31-140. But whatever the number is, that's
23 the nature of the statute. The board is the board. It
24 doesn't matter who the individuals are on the board, nor
25 what their names are. And that's exactly what the statute

1 says in a quick paraphrase.

2 So counsel claimed in her closing argument here that
3 I coerced -- that my actions were to coerce so I could
4 gain a personal advantage. Well, a personal advantage for
5 what? I, clearly, showed that I had brought issues to the
6 board that they were acting in violation of the bylaws and
7 in violation of the law. And, yet, the board -- the
8 board's attitude was, we don't have to deal with you. You
9 go take a hike and, you know, just get lost. Well, I was
10 and still am a dues-paying member of the association. I
11 paid my dues.

12 Now, when you go into a store or seek a service from
13 some entity, if you make payment and stuff and that entity
14 does not deliver the product, nor give you the service
15 that you had paid for, are you justified to approach them
16 to say, hey, look, come on, this is wrong. What's going
17 down here is not -- not proper because I paid -- I have
18 paid for this privilege to receive that product or to
19 receive that service.

20 So this was my viewpoint on everything that was done
21 here. It was not to coerce and gain an advantage and
22 abuse the court system. It was to, again, assert that,
23 hey, look, come on. I'm a member here. I should be
24 treated as a member, not discriminated against me
25 personally just because my thoughts were a little

1 different than the board's thoughts.

2 And that's often true with -- particularly, where
3 there's a perceived conflict between people that one
4 person has one viewpoint, another party has another
5 viewpoint. This doesn't mean that I had abused anybody or
6 abused the system, and used threats, and coercion, and
7 harassment, and, basically, had a club in my hand.

8 It just means I was asking to be serviced by the
9 board as a member of the association. And I was denied.
10 The board simply would, basically -- other than once, as
11 the evidence I presented showed, met with me for one hour.
12 That was it.

13 And after that point, it was, no, no, you go away.
14 We don't have to deal with you. We don't have to listen
15 to you. We don't have to consider anything that you think
16 will improve the association.

17 And I believe my exhibits show that my intent was
18 always to bring things that the board could act upon and
19 resolve to bring benefits to the WHOA and to its members.
20 And I believe that the exhibits that I entered proved that
21 rather than this hand waving about, no, no, he's a grown
22 man and he abused all this stuff and he did all this
23 stuff, specifically. Where was any advantage to me in so
24 doing if, indeed, that had been true? And, as I say, I
25 believe the exhibits I presented disprove all of that as a

1 matter of evidence, not as a matter of hand waving and all
2 these claims about what an ogre I am, and so forth.

3 And the statement was made that I tried to harm my
4 neighbors intentionally and tried to abuse them. All this
5 was to pursue the proper court methods of being sure that
6 the board would intend to operate the association
7 according to the law and according to what would be a
8 common proper perception that any person who is a -- you
9 know, normal prudent person would do.

10 And I believe I referred to that law, the statutory
11 law Section 33-31-830 (1) through (3) that gives
12 requirements for the board to act in goodwill as a prudent
13 person would in similar circumstances. And to act in what
14 they believe to be in the best interest of the
15 association.

16 So all of those things by the board telling me, look,
17 go away. We don't have to deal with you. Go soak your
18 head. Take a hike. All of those things, I said, well,
19 look, that's not right for you to have this attitude. And
20 this is what the law says, you can't do that per the
21 statute I just cited. But they still continued to,
22 basically, discriminate against me. Because, apparently,
23 they felt that, you know, I was a -- again, an ogre as has
24 been painted by counsel.

25 I'm not clear that there's any real evidence that

1 really shows willful acts on my part to act in an improper
2 way, nor was there any evidence of any substantive nature
3 that I perceived about emotional distress.

4 You heard the witnesses testimony where they gave
5 opinions and give, well, this is how I felt. That doesn't
6 mean that everyone in the association felt that way.
7 Granted, there's a small minority that may have been vocal
8 to the board about their feelings. But, certainly,
9 there's no preponderance of the evidence showing that a
10 majority or even a sizeable minority of the WHOA members
11 had those same feelings.

12 You, also, heard that counsel claims I must be
13 punished, whereas all my cases were brought with lawful
14 claims according to standard court processes. So with the
15 contention -- which I don't believe has been made clear
16 with evidence that Plaintiffs have presented that they
17 had -- contend they deserve damages for both emotional
18 distress and punitive damages. I don't believe there's
19 anything really in evidence before the jury that would
20 have you substantiate that.

21 And, basically, in the event that you think I must be
22 punished for being -- acting lawfully and just seeking for
23 the board to address issues that would improve the
24 association and bring benefits to its members, that would
25 be in my mind a situation where you are punishing me for,

1 again, just being a law abiding citizen.

2 So this is what the jury will have to discern in this
3 instance. And there's the whole bit, again, about here's
4 what the evidence showed, that I didn't explain what
5 improvements I had. I think it was clear that I
6 approached the board on very simple issues which had
7 nothing to do with an agenda of mine or related to my
8 advancement in the association whatsoever.

9 The improvements were, hey, board, let's operate
10 according to the bylaws and according to the law. And,
11 hopefully, you can clearly discern that from the exhibits
12 that are in front of the jury.

13 Now, also, the claim has been made that the -- that I
14 painted my garage door and was told I couldn't do that.
15 And I got mad and, hence, all this stuff continued. Well,
16 there's no evidence before the jury to substantiate that.

17 The paint on my garage door was done in 2016. It was
18 amicably resolved before any lawsuits were brought. And I
19 had worked directly with the board and with the management
20 company at that time to be sure everybody was happy.

21 And, indeed, I repainted my garage. Exactly like I
22 told them, I said, hey, look, it's just paint. I can
23 paint it again. Let's decide what's mutually acceptable.
24 And that's exactly what was done. So there was, again,
25 no -- no real contention that after that time that all my

1 actions were to get even because of the paint on my garage
2 door. Let's face it, that claim is nothing short of
3 ridiculous.

4 And the statement was made that I bombarded the board
5 with e-mails. Well, an e-mail or two a week, is that
6 bombardment? I don't think so. And there's specific
7 evidence that I entered in exhibit X that shows the nature
8 of what those e-mails were about.

9 And if you perceive in that list of e-mails that any
10 of those actions were abuse or improper, I think you need
11 to reevaluate the list as a whole and realize, come on,
12 this was an intent to, again, try to improve the
13 association and bring benefits to the neighbors.

14 There was, also, a situation where board responses
15 were made. Well, generally, any board responses that were
16 made were off point and kind of saying, well, no, this,
17 not this. So they kind of always were, you know, obscure
18 with any responses that they did make. But, generally, in
19 a general sense, the board usually would not respond to
20 me.

21 And there was this statement made that all this was a
22 wrong attitude by me, that I couldn't expect the board to
23 do anything because I was a member. Well, there again, I
24 paid for a service to be part of the -- a member of the
25 association. So my feeling would be -- and I hope that

1 would be your feeling as well -- that if you made
2 payments, you deserve something in return when you have
3 some disputes.

4 There was, also, a statement made about, look, I
5 asked the board to meet on Wednesday and Saturday. No, I
6 just suggested that after the first meeting that more
7 meetings could be productive to help us resolve issues and
8 improve the association. I, certainly, did not demand
9 that they must meet on any given day. And the bottom line
10 was that the board never met again.

11 So, again, I was thwarted with my intent to try and
12 improve the neighborhood. And I really had no other
13 option to try to get the board to realize that things in
14 the neighborhood weren't what they should be, nor were
15 they being done according to the bylaws and the law.

16 There was a reference which seemed to me to be a new
17 reference not discussed in the trial to date, and that was
18 the term of board of pretenders. I believe that there was
19 statements in the course of the trial that the board in
20 2015 had decided they would not hold an election, that
21 they would just stay on and remain as the board.

22 So that term was accurate in that they stayed on,
23 they were not an elected board. But they still stayed on
24 and pretended to be the board. And if it wasn't clear in
25 the -- during the trial, they did the same the following

1 year. They simply said, no, we're not having an election.
2 We're not letting anyone new come on the board. We're
3 going to stay on.

4 And they used the term again out of our graciousness
5 to the association. Well, again, that's a direct
6 violation of the bylaws, which specify -- and the South
7 Carolina statute code for Section 33-31, which, also, says
8 that elections every year are required. So that term was
9 not an abuse of anything, nor -- nor an improper
10 reference. They were a board of pretenders. They had not
11 been elected.

12 And as we've said, now, my attorney that I had,
13 initially, was the one who encouraged me to do all this
14 and assured me that all this was proper, and right, and
15 that there would be no problem. We'd be in and out of
16 court with the desired judgments that would direct the
17 board to follow the bylaws so we could move ahead now and
18 operate properly under the bylaws and the laws of the
19 association, which is what should be happening in every
20 HOA.

21 There was a reference to -- that I tried to strip the
22 board of insurance. No. I had approached State Farm with
23 a breach of contract claim on their part. So it was not
24 an intent to strip the board members and pin additional
25 fees on them. It was the simple fact -- as a matter of

1 fact that the insurance contract really says that State
2 Farm in the instance of the cases at hand inappropriately
3 had decided to support the board. Because the contract
4 had been breached with State Farm's action.

5 And, you know, there were more claims about improper
6 use of the court system. Well, again, my attorney
7 directed all that stuff. And, perhaps, I was naive. So I
8 admit maybe I was taken advantage of by my attorney. But
9 I had presumed, again, that he, as an officer of the law,
10 was cognizant and learned in all of this stuff. And I
11 merely followed his advice.

12 Now, again, there was a claim that I'm a grown man
13 and I got to fess up that I did this. Well, yes. But,
14 again, I think in hindsight, I was mislead by my attorney
15 over the course of time.

16 So, unfortunately, if I were a -- taken advantage of
17 in that manner, I can't turn the calendar back. But I
18 simply followed a learned attorney's advice in everything
19 that was done, including the appeals, and all that stuff.

20 Now, in that original case, there was a big point
21 made about I didn't enter the bylaws into evidence. Well,
22 my attorney, as he came to that trial -- and I, also, have
23 the same problem on occasion, he had significant sciatica
24 nerve pain that he had not been able to sleep for several
25 days.

1 So when he came to the trial, believe me, he was
2 zoned out --

3 MS. O'BRIAN: Objection.

4 THE COURT: Hold on. Objection.

5 MS. O'BRIAN: I don't think this was in evidence.

6 THE COURT: Yeah. There was nothing about this in
7 evidence. So you cannot argue this in your closing,
8 Mr. Wedlake.

9 MR. WEDLAKE: This was related to her comment that --

10 THE COURT: Well, the fact is you cannot argue stuff
11 that was not put into evidence. None of the information
12 you just mentioned was ever put into evidence.

13 MR. WEDLAKE: Well, I see this as a response --

14 THE COURT: Well, it doesn't matter whether it is a
15 response or not. You had to put it into evidence to be
16 able to argue it in your closing argument.

17 MR. WEDLAKE: Would you, please, note my objection
18 for the record that I believe I am responding to points
19 made in --

20 THE COURT: You can respond to them, but only with
21 evidence put in.

22 MR. WEDLAKE: I understand that. Would you
23 please note my --

24 THE COURT: I note your objection.

25 MR. WEDLAKE: Now, relative to counsel's statement

1 about, you know, none of this stuff was affirmed by any
2 courts so, therefore, I was wrong. Unfortunately, when
3 you come to court, there's a -- lots of places where there
4 can be misunderstandings and misapprehension by both
5 judges and appellate justices. And I think that's what
6 had happened. As such, that's not indicative that what I
7 did was wrong or abuse. And there again, I don't believe
8 there's any evidence in front of the jury that supports
9 that claim.

10 Counsel argued in her closing argument that subpoenas
11 were used to harass. No subpoenas were -- were
12 attempted -- again, normal court process, standard court
13 process to -- to try to bring to light things of which
14 were pertinent to the issues at hand that the board had
15 abused the bylaws and was not following the laws.

16 And the claim counsel made was all the fees were
17 caused by me because of my lawsuits. Well, again, I think
18 I made it clear with exhibits I entered into court that
19 that was only done after the board, again, with their
20 attitude was, no, we don't need to listen to you. You
21 just go away, take a hike.

22 I fully informed the board that if that was going to
23 be their remaining position that I would be forced to
24 bring issues into court. So that -- legitimately, those
25 fees were because of the board, not because of me.

1 There was, also, a claim made that I tried to
2 relitigate the same issues over, and over, and over and
3 was denied by the Court. That's simply not true. And,
4 again, I don't believe there's any evidence in front of
5 the jury to substantiate such claim. I did intend to act
6 as the good guy for the association and everything that
7 was done contrary to a statement made by counsel.

8 She, also, cited that, why would the board mediate
9 with my attorney? That was merely a suggestion that
10 mediation would be helpful to allow us to resolve our
11 differences, and avoid going to court, and avoid all these
12 legal fees. I did not demand that they mediate only with
13 Grant Gibson, who was, indeed, my attorney.

14 But all that was only an alternative because I had
15 asked the board to meet as, again, you will plainly see in
16 the exhibits I entered into evidence. The board would not
17 meet with me to resolve or even talk about any of these
18 issues, really, after that first one meeting. So I had no
19 other alternative to try to stop what I perceived as board
20 abuse of the bylaws and perpetrating unlawful actions
21 against the members.

22 The -- counsel, also, misrepresented the truth of the
23 matter in her argument -- closing argument that I wanted
24 to get how members voted. I believe testimony clearly
25 showed in the course of the trial that I did not ask for

1 members votes. I only asked for a list of who voted.

2 And, again, it was piled on again and again that I
3 was the reason for all of these problems, and I didn't
4 give the board an option to avoid legal fees, and the
5 abuse was willful and was abuse of the court system.
6 Well, again, I tried over and over again and pleaded with
7 the board, hey, look, come on. We can resolve this. We
8 can talk. We can mediate. We can avoid going to court
9 and avoid all this. No. The board's position, again,
10 was, no, no, we don't have to deal with you. Get lost.
11 Take a hike. Which left me, really, no other option in my
12 intent to improve the association and bring benefits to
13 the members.

14 All right. So, again, if the jury will read all the
15 exhibits I entered into evidence, I think all of this
16 exactly as I have stated will be clear, that it was the
17 board who really was responsible for what happened. And I
18 believe I made it plain in my testimony and evidence that
19 since I could not control the board, they must be held
20 accountable for their own actions. And as an independent
21 third party over whom I had no control that I can't be
22 liable after the fact for things that the board did.

23 Now, there was a point made, again, in closing
24 argument about how I went around the neighborhood flipping
25 the finger to people. I believe the evidence showed that

1 I have repetitive strain injury in my arms. At times,
2 that repetitive strain injury is like a sword that's been
3 thrust through my arms.

4 So, at times, when I am out doing exercise or out in
5 the neighborhood, I admit I get angry at myself because of
6 the pain in my arms. And if anyone has experienced
7 repetitive strain injury, I think you will know what I
8 mean. Sometimes, it becomes so severe and you just want
9 to do this and this.

10 Well, that was not directed at anyone else. That was
11 directed at me. And, indeed, it helps repetitive strain
12 injury when you move your arms, and particularly put them
13 up in this manner. I don't believe there's any evidence
14 that was presented to the jury that proves that this was
15 directed at the board, nor anyone.

16 And, again, counsel characterized this as personal
17 bullying to further my agenda. Well, there again,
18 evidence was presented showing the issues that were
19 brought to court. If those issues were not of the nature
20 as discerned by the jury to bring improvements to the
21 association and were things that I had brought to advance
22 my own feelings of what should be done in the association,
23 I don't believe the jury can come to that conclusion based
24 on the evidence.

25 And, furthermore, I believe it was made plain in

1 cross-examination that punitive damages to stop me from
2 continuing is inappropriate at this time. All of this
3 stuff was brought, initially, because there was no dispute
4 resolution process that I could have the board participate
5 in. And, indeed, the board would not participate in any
6 attempt to resolve issues and disputes.

7 But at this time, now that there is a dispute
8 arbitration process as part of the bylaws and after that
9 time, no additional lawsuits have been brought. Had that
10 been in place at the time, which is what I had suggested
11 to the board as well at that time, none of this would have
12 happened. But because there wasn't, they felt that,
13 again, they were not bound to service me as a member of
14 the association and they could just tell me to get lost.

15 But at this time with the arbitration dispute
16 resolution process, punitive damages would be
17 inappropriate. Because there are no more lawsuits that
18 are -- can be brought at this time because we are all
19 constrained to arbitrate as per an update to the bylaws.

20 All right. So that's kind of my conclusions based on
21 counsel's closing argument. And I'd just like to remind
22 you now, as I mentioned in my opening statement, my
23 knowledge and expertise is as an engineer. Now, at GE,
24 where I worked for almost 20 years an ingrained postulate
25 and requirement was everything we do is based on

1 integrity. I always aspire to have -- show and use the
2 utmost integrity in everything I do.

3 As did all witnesses, I testified on my own behalf
4 under oath to tell the truth during this trial. As you
5 heard, when I was asked was this something that you wrote
6 yourself, I answered affirmatively. I believe I heard
7 counsel say that I never answered. The record will show
8 if you go back and review it that I answered
9 affirmatively.

10 And, plus, the very fact that the board never
11 responded to rebut nor to contradict anything that was
12 written to them, I believe, makes my testimony and
13 evidence that much more valid. From the jury's
14 perspective, you can be assured that what I wrote was
15 truthful as testified under oath and was based upon
16 integrity.

17 But not being an attorney, you observed I was,
18 indeed, clumsy and awkward in court. I apologize to the
19 Judge. At times, I was confused as to what constituted
20 appropriate testimony. And I'm sorry, but I was not
21 trained as an attorney. I was an engineer.

22 As I've already stated, originally, I had an attorney
23 represent me. And I merely followed his advice thinking
24 that he was directing me better than I would do myself.
25 He directed all the legal actions. I simply followed his

1 advice. And as an officer of the law, he, certainly, knew
2 the difference between correct process and abuse of
3 process. And my feeling then, based on that, is it's not
4 possible that any of my judicial actions were abuse, nor
5 were they intended to be abuse.

6 Nonetheless, I believe my testimony was sufficient to
7 give the jury a preponderance of the evidence which shows
8 what really happened. And that was, as I stated several
9 times, what really happened was my desire to improve the
10 WFOA and to bring benefits to its members. This effort was
11 thwarted at every turn by the board simply because, I
12 guess, they disagreed that this was a reasonable thing
13 that should be observed in the association.

14 I encourage the jury to read my evidentiary exhibits.
15 I believe my exhibits show clearly that I never intended
16 to be abusive to the board, nor to the members. My
17 exhibits show I made a concerted effort. And I have
18 forgotten if I used the term -- I thought I bent over
19 backwards to try to have the board avoid legal expenses by
20 not entering court, but was rebuffed and denied by the
21 board.

22 I think I made a concerted effort to meet with the
23 board to resolve differences suggesting as an alternative
24 mediation if they would not meet with me, which they would
25 not other than once. And, certainly, a mediator could

1 have helped us both together to work together to bring
2 improvements to the WHOA and its members.

3 I believe I showed evidence, if you read through all
4 my exhibits, that shows how I pleaded with the board to
5 avoid legal fees, to try to lessen legal fees, to try to
6 minimize legal fees and/or avoid legal fees. Even
7 making -- offering a proposed agreement that we agree that
8 there be no more legal fees and I would drop all my cases
9 and we would be done. All of that, again, was rebuffed by
10 the board, not by me.

11 So at this time, Your Honor, I would like to -- wait
12 just a moment. I was premature there. So the awkwardness
13 and clumsiness again.

14 The law protects everyone as a citizen of the United
15 States. And when there is a dispute claiming there has
16 been breach of law, then the law should apply to provide
17 equal protection of the laws and should, also, apply to
18 me, regardless of the perception of the jury as to various
19 claims, which I believe were not proven sufficiently with
20 facts and evidence.

21 I believe at this time you can easily discern the
22 truth of the matter as related to disputes with the board
23 and what I saw as unlawful actions of the board. I
24 believe, again, that I presented evidence and facts which
25 should make it clear to the jury that the Plaintiffs

1 really have no case. And that the Plaintiffs seeking
2 relief from me cannot be done because I'm the wronged
3 party. I proved by Exhibit No. 3 presented as evidence
4 that it was the board who damaged the members by issuing
5 invoices. I believe witness testimony confirmed I never
6 sent any invoice to any member, nor did I demand any
7 payment from any member.

8 So I hope the jury will read and understand my
9 exhibits and find that I did nothing wrong. And that what
10 really happened was appropriate and done correctly and was
11 intended to bring improvements to the association and
12 bring benefits to its members. And I would ask the jury
13 to rule to be sure that you believe justice is being
14 served in your subsequent actions.

15 Thank you.

16 THE COURT: All right. Reply.

17 MS. O'BRIAN: Mr. Wedlake, again, talked a lot about
18 Grant Gibson, his attorney, that, supposedly, did all of
19 this. If you look at these exhibits and the evidence in
20 this case, Grant Gibson was only involved in the first
21 action. There were six lawsuits and arbitration. Those
22 weren't all Grant Gibson. Those were signed by
23 Mr. Wedlake.

24 Mr. Wedlake talked a lot in his closing and
25 throughout trial about how he was trying to help the

1 the board. It's not the same ones going after him over
2 and over. There are different people trying to work with
3 him to resolve these issues. And none of them can. How
4 did nobody see it for years that he was the guy just
5 trying to help?

6 There are 66 homes in this neighborhood. He didn't
7 bring anybody here to testify on his side. I hope you can
8 see. I know you've only had a couple of days and were
9 dropped into this with a lot of evidence thrown at you to
10 take in. I hope you can see what my clients have been
11 dealing with for the past six years. The over \$116,000 in
12 damages, which would have been so much more if Mr. Wedlake
13 had had his way and kept State Farm from covering some of
14 these items.

15 They've suffered enough. And we ask you to hold
16 Mr. Wedlake liable.

17 Thank you.

18 CHARGE ON THE LAW

19 THE COURT: All right. Ladies and gentlemen, I have
20 now -- now, I'm going to charge you on the law.

21 It's about 25 minutes. Anybody need to take a short
22 break before we do that?

23 (WHEREUPON, the jurors indicated in the negative.)

24 THE COURT: All right. I'm going to come around here
25 myself.

1 All right. A lot of this stuff will be a repeat of
2 what I told you in the beginning, kind of some of the
3 general rules.

4 First of all, the -- as I told you, you and I have
5 separate duties. My duty as the Judge is to preside over
6 the trial, rule on objections, and determine what the law
7 of the case is. All right. And if you felt like you had
8 an opinion about what the law is in this area or you have
9 an opinion what it should be and it contradicts what I'm
10 telling you now, then you're to disregard that. Because
11 you've taken an oath to say I will follow the law that the
12 Judge provides here.

13 Now, your job is to consider the facts and determine
14 what the facts are. Now, if there's anything that I did
15 that makes you think I have an opinion about the facts,
16 you're to disregard that. Because that's your job is to
17 determine what the facts of this case are. And, as I
18 said, how you determine that, ultimately, you're going to
19 be answering a question on a verdict form, the verdict.
20 That is your answer to the question of the facts. That's
21 how you're determining the facts.

22 Now, what are you to consider in -- in making that
23 decision? Evidence. Evidence is testimony that was
24 presented from the witness stand, any stipulations, any
25 exhibits that were provided. But anything that was

1 stricken from the record is not to be considered by you.
2 That is not evidence. The closing arguments and summaries
3 of the attorneys and parties, that's not evidence. The
4 evidence is, again, just what was involved in the
5 evidentiary portion of the case.

6 Now, the standard of proof -- the burden of proof in
7 this matter is by a preponderance of the evidence. Now, a
8 preponderance of the evidence, again, that's not -- we're
9 going to, actually, be talking about two different burdens
10 here.

11 Now, the highest burden you can have is beyond a
12 reasonable doubt. That's in a criminal case. Okay.
13 That's when you're taking someone's liberties away. So
14 the law requires a high burden. That's not what's
15 involved here. What is involved primarily on the primary
16 claim of the abuse of process is by a preponderance of the
17 evidence. Preponderance of the evidence merely means the
18 greater weight or more likely than not.

19 You know, a lot of times, you see it illustrated in a
20 set of scales, the scales of justice. When the parties
21 come into a matter, the scales of justice are even. If by
22 a preponderance of the evidence the Plaintiff in this case
23 to prove their case for abuse of process must tip those
24 scales ever so slightly in their favor.

25 If they fail to the tip the scales at all or the

1 scales should tip the other way, then the Plaintiff has
2 not met their burden. It's more likely than not that
3 you're to get all of the -- take all of the evidence and
4 the witnesses and you're to give it the value and the --
5 that you feel is appropriate, the weight and value which
6 you feel is appropriate to each item.

7 Now, I'm going to tell you, there's a different
8 standard -- and I will talk to you about it when I start
9 talking about damages. There's a different standard for
10 proving punitive damages, which the Plaintiff has asserted
11 a claim for. That is for the basis of the claim and
12 actual damages is preponderance of the evidence. It's
13 more likely than not. But in order to establish punitive
14 damages, it's clear and convincing. And I'll discuss that
15 and give you more on the definition of what that means
16 when I talk to you about damages.

17 Now, there are two types of evidence that a party can
18 rely on. There's direct and there's circumstantial
19 evidence. Direct evidence is when a particular piece of
20 evidence or a testimony talked about a specific fact that
21 they're trying to prove.

22 But indirect evidence or circumstantial evidence is
23 sometimes you may have to prove a series of facts to
24 establish that particular fact. And a party can rely on
25 direct and circumstantial evidence. The burden is still

1 the same, by the preponderance of the evidence.

2 I like to give a simple illustration to show that
3 this is not as complicated as it sounds. Direct
4 evidence -- okay -- you go in -- you go home this evening
5 and as you pull in your driveway, it starts pouring rain.
6 Okay. You're seeing it rain. You have direct evidence of
7 it raining. All right. But, say, you pull in there and
8 as you pull in, the clouds are kind of getting dark, but
9 the pavement is dry. You walk in your house. You hear
10 thunder. You don't look outside.

11 And then a few minutes later, you come out. It's not
12 raining, but your car is wet and the pavement is wet.
13 That's circumstantial. You have to take a series of facts
14 to prove that fact that it was raining. And, again,
15 whether a party relies on direct or circumstantial -- they
16 can rely on direct. They can rely on circumstantial.
17 They can rely on a combination of the two. It's still by
18 a preponderance of the evidence.

19 Also, a very important tool that you have in making
20 your decision is to determine the credibility of
21 witnesses. Credibility just means believability. Now,
22 when you consider the weight and value of a witness, then
23 you can determine -- you can take into account how they
24 presented themselves on the stand. Do they have a bias?
25 Do they have a motive? Is there some -- do they have

1 something in the outcome? Do they benefit from the
2 outcome? All those things you can determine, how they
3 acted, how they responded to questions. All of those
4 things you can consider when you determine the credibility
5 or believability of the witnesses. Every witness, just
6 like every piece of evidence, you are to give it the
7 weight and value which you feel is appropriate.

8 Now, you may accept one witness over several
9 witnesses. You may accept several witnesses over one
10 witness. You may accept the testimony in its entirety or
11 you can reject it in its entirety. You may decide, well,
12 it's appropriate to accept some portion of the testimony,
13 but reject the remaining portion. Again, there's no
14 specific rule, other than you're to give it the weight and
15 value which you feel is appropriate.

16 All right. Those are the general rules that -- kind
17 of what I call the tools you have to make your decision.
18 Okay.

19 Now, I'm going to give you the specific elements.
20 This particular claim was for abuse of process. And under
21 our law, here are the elements that the Plaintiff in this
22 case -- the Plaintiffs, I said plaintiff, but I meant
23 Plaintiffs. Plaintiffs are plural. The Plaintiffs
24 must -- abuse of process is the employment of legal
25 process for some purpose other than that for which it was

1 intended by law to effect. In other words, abuse of
2 process describes using a proper lawsuit for an improper
3 purpose. This claim is intended to compensate a party for
4 harm resulting from another party's misuse of the legal
5 system.

6 Process, I'll define that as it pertains to abuse of
7 process. It Embraces the full range of activities and
8 procedures connected with litigation.

9 Here are the actual elements of abuse of process. An
10 ulterior purpose and a willful act in the use of the
11 process not proper in the regular conduct of the
12 proceeding.

13 Now, let me kind of define these two terms. An
14 ulterior purpose exists if the process is used to gain an
15 objective, not legitimate in the use of the process. The
16 improper purpose usually takes the form of coercion, to
17 obtain a collateral advantage, not properly involved in
18 the proceeding itself, such as the surrender of property
19 or the payment of money by the use of the processes as a
20 threat or a club.

21 There is, in other words, a form of extortion. It is
22 what is done in the course of negotiations which
23 constitutes the tort of abuse of process. Proving an
24 abuse of process claim does not require showing that the
25 resulting harm was intended or done with actual malice.

1 Rather, it's the use of the process to coerce or extort
2 that is the abuse.

3 Now, let me define what a willful act is. A willful
4 act has been described as some definite act or threat not
5 authorized by the process or aimed at an object not
6 legitimate in the use of the process. All right. Those
7 are the elements. It is an ulterior purpose and act.

8 Then the Plaintiff must, also, prove damages that
9 resulted from the wrongful conduct of the Defendant which
10 they've alleged.

11 If you decide the Plaintiff is entitled to a verdict
12 for abuse of process, your next step would be to decide
13 how much money the Defendant should be required to pay.
14 And that's what we refer to as a verdict.

15 Actual damages are to compensate the Plaintiffs for
16 their injuries or loss and to put the Plaintiffs as near
17 as possible in the same position that the Plaintiff was in
18 before the incident occurred. In other words, actual
19 damages would be the actual losses and expenses which the
20 Plaintiff has suffered because of the Defendant's
21 negligence.

22 Actual damages include compensation for all injuries
23 which are naturally the proximate result of the wrongful
24 conduct of the Defendant and include any expenses,
25 compensation for emotional distress which the Plaintiffs

1 have proven resulted from the Defendant's conduct. The
2 existence, causation, or amount of damages cannot be left
3 to conjecture, guesswork, or speculation. However, proof
4 of an amount of loss with absolute or mathematical
5 certainty is not required.

6 Damages must be proven with a reasonable degree of
7 certainty and, again, by the preponderance of the
8 evidence. The evidence presented by the Plaintiffs must
9 enable you, the jury, to determine the amount, what amount
10 is fair, just, and reasonable. Okay. Again, with actual
11 damages, the burden is by a preponderance of the evidence
12 and is to compensate the Plaintiffs for any damages or
13 losses they've incurred.

14 Now, another claim in the matter is punitive damages.
15 And, as I said, this will be a higher burden of proof,
16 clear and convincing, which I will define for you. But
17 you can only award punitive damages if you have awarded
18 actual damages. But if you award actual damages, you
19 don't have to award punitive damages unless that's what
20 you find is appropriate.

21 Okay. So if you award actual damages, you may then
22 consider an award for punitive damages. Punitive damages
23 are intended to punish the Defendant for extraordinary and
24 outrageous misconduct and to prevent the Defendant and
25 others from committing similar acts in the future.

1 Punitive damages can only be awarded when conduct of
2 the Defendant has been something more than mere
3 negligence. The evidence must establish the Defendant's
4 acts were reckless, willful, and wanton, meaning there was
5 a conscious failure to exercise due care, or a conscience
6 indifference to the right and safety of others, or a
7 reckless intentional act. To support an award of punitive
8 damages, the Plaintiffs must prove by clear and convincing
9 evidence that the conduct complained of included a
10 consciousness or wrongdoing at the time of the conduct.

11 Now, let me talk to you about the standard of what
12 clear and convincing means. Clear and convincing is more
13 than just a preponderance or greater weight of the
14 evidence, which requires only proof which persuades you
15 that a party's claim is more likely true than not. On the
16 other hand, clear and convincing proof is not as high a
17 standard as the burden of proof in a criminal case, which
18 is proof beyond a reasonable doubt.

19 Clear and convincing means that the evidence is not
20 ambiguous, doubtful, equivocal, or contradictory.
21 Convincing means persuading by proof of argument, causing
22 one to believe in the truth of what is asserted. Clear
23 and convincing proof establishes in your mind not only
24 that the fact is probable, but that it is highly probable.

25 When a Plaintiff proves by clear and convincing

1 evidence a willful, wanton, reckless, or malicious
2 violation of their rights, it is not only the right, but
3 the duty of the jury to award punitive damages.
4 Accordingly, you should find that the Plaintiffs are
5 entitled to recover punitive damages in addition to actual
6 damages. It would be your duty to include such damages in
7 your verdict and award such an amount as you may deem
8 reasonable and proper in light of the circumstances.

9 Now, when considering punitive damages, here are some
10 of the factors which you can consider. You can consider
11 the character of the Defendant's acts. You can consider
12 the nature and extent of the harm to the Plaintiffs which
13 the Defendant caused or intended to cause, the Defendant's
14 degree of culpability, the punishment that should be
15 imposed, the duration of the conduct, the Defendant's
16 awareness or concealment, the existence of similar past
17 conduct, the likelihood that the award will deter the
18 Defendant and others from like conduct, whether the award
19 is reasonably related to the harm likely to result in such
20 conduct, and the Defendant's ability to pay.

21 To this end, the Defendant's ability to pay a
22 punitive award should be considered. However, the
23 economic bankruptcy factor is not an absolute bar to award
24 punitive damages. So those are the things for you to
25 consider.

1 Now, I'm going to go over the actual verdict form
2 with you.

3 Now, if you will look on here at this verdict form,
4 the top is just merely the caption, the verdict form, and
5 the numbers. So you will have to answer one in question
6 one or you need to answer question two. We the -- please,
7 answer the following question, we, the jury, unanimously
8 find -- and you check the appropriate blank.

9 If you find that the Plaintiff has met their burden
10 on their claim for abuse of process, then you would put a
11 check or an X in the first blank for the Plaintiffs. Then
12 you would determine what the actual damages that you find
13 are appropriate. And in the first blank by the dollars,
14 you'll put the actual amount in -- in dollar amount -- I
15 mean, numbers. And then the next blank, you would write
16 like you're writing a check. And, again, that has to be
17 found by a preponderance of the evidence.

18 Then if you -- B, if you find the Plaintiffs are
19 entitled to actual damages, then you can consider whether
20 the Plaintiffs have proven by clear and convincing
21 evidence that they're entitled to punitive damages. If
22 so, please, indicate the amount below. And if you find
23 that they're entitled to punitive damages, then you would
24 put that amount in there and write the second part like a
25 check.

1 If you find that they are not entitled to punitive
2 damages, then you put a zero in that space. Okay. Then
3 if you find that the Plaintiff has not met their burden,
4 then you would find for the Defendant.

5 Once you have completed this, you would date and sign
6 as the Foreperson. That's your role as the Foreperson.
7 And when you've completed the verdict form, you notify the
8 bailiff. So that's the verdict form that you will have in
9 your jury room to answer.

10 Now, your decision must be unanimous. That means all
11 12 of you must decide on the answer to these questions.
12 And this is to be based on the evidence. It's not to be
13 based on any sympathy, any passion, any prejudice,
14 emotion, anything outside the record.

15 Also, as you begin your deliberations, you may have
16 questions. And that's where your role as the Foreperson
17 comes in. You can write these questions on a piece of
18 paper, you would sign and date it, and give it to the
19 bailiff. The bailiff will bring the question to me. And
20 I will first have to discuss it with the parties. And I
21 can respond in one of two ways. I can either write the
22 response on the note by a written response or I can bring
23 you back in here for some additional instructions.

24 Now, we can't answer factual questions. That's the
25 questions y'all have to answer. A lot of times, you'll

1 have a jury come back and say there was a mention of such
2 and such witness, what did that witness have to say?
3 There will be maybe a mention of some document. If it was
4 not put into the record, then that is not something for
5 you to consider. So we cannot provide you with any
6 additional evidence.

7 Now, there will be -- like I said, the lunch was
8 supposed to come right at 12:30, or somewhere. It may
9 already be back there. I'm not quite sure. But y'all can
10 eat it whenever you feel is appropriate. You can
11 deliberate and eat or you can take a break, eat, and then
12 deliberate. That's totally up to y'all.

13 But I would, also, say that due to your
14 circumstances, you do not need to be discussing the case
15 or any deliberations unless all 12 of you are in the room.
16 Okay. If you need to take a break, then you need to take
17 a break from the deliberation process. So maybe that's
18 when y'all can eat your lunch, or something like that.

19 Now, let me talk to my alternates. Y'all have worked
20 just as hard as everybody else in here and paid just as
21 close attention. But under our rules, you're not able to
22 participate in the deliberation process.

23 But I don't want you to think that your role wasn't
24 just as important. Because if one of these -- the regular
25 jurors were not able to complete the -- for whatever

1 reason were not able to finish the case out, then one of
2 y'all would have had to step in or, otherwise, we would
3 have had to have a mistrial. So it's very important.

4 I always like to say the alternates are kind of like
5 the backup quarterback in the Super Bowl. If the
6 regular quarterback, nothing happens to him, nobody knows
7 who the backup quarterback is. But the moment that the
8 starting quarterback goes down, the most important person
9 in the stadium is the backup quarterback, and you're the
10 same way. But I don't want you to think the fact that
11 we're kicking you out at this point that your role has not
12 been just as important. And you, also, still get lunch.

13 So now, I'm going to send you back to your room. But
14 I can't -- guess what? You can't discuss the case yet.
15 And here's why, I have to make sure I haven't misstated
16 something or that I haven't left something out. If I
17 have, I'll bring you back in just briefly to discuss that
18 and then I'll send you back.

19 So go back. If your lunch is here, don't start
20 eating your lunch yet, because I may have to bring you
21 back. But I'll give you the signal, when the bailiffs
22 bring all of the evidence, the verdict form, and ask the
23 alternates to step out, that's when you can begin your
24 deliberations. Again, I tell you, you're not to
25 deliberate unless all 12 of you are in the room.

1 So with that being said, if you'll step back to your
2 jury room.

3 (WHEREUPON, the jury was excused from open court at
4 approximately 12:18 p.m.)

5 THE COURT: Are there any exceptions from the
6 Plaintiff?

7 MS. O'BRIAN: No, Your Honor.

8 THE COURT: Any exceptions to the jury charge, other
9 than what you previously presented or mentioned?

10 MR. WEDLAKE: No, Your Honor.

11 THE COURT: All right. Y'all look at your exhibits
12 and make sure everything is there. Make sure that
13 there -- there were a couple identified for -- there's a
14 couple of documents identified, but not introduced. Make
15 sure those are not included.

16 (Pause.)

17 THE COURT: Okay. Everything has gone to the jury.
18 The parties have reviewed the evidence and everything was
19 properly sent back to the jury.

20 At this point, let me just tell you, Mr. Wedlake, I
21 know you're not normally involved in this. We have no
22 idea how long a jury can last -- I mean, a jury can be out
23 20 minutes, they can be out 20 hours. There's always the
24 possibility of questions coming up.

25 So I know you want to leave and print, but you need

1 to y'all. It will just be a few minutes. I'll step back
2 there.

3 Thank you very much.

4 (WHEREUPON, the jury was excused from open court at
5 approximately 1:59 p.m.)

6 THE COURT: All right. Anything from the Plaintiff?

7 MS. O'BRIAN: Your Honor, I think just the matter as
8 far as the judgment goes, we do have the attachment of the
9 property in this case, just to make sure all that's --

10 THE COURT: The judgment will be placed on the record
11 as of today.

12 MS. O'BRIAN: Okay.

13 THE COURT: Any motions, Mr. Wedlake?

14 MR. WEDLAKE: Can I ask or do anything about the
15 amount of the judgments, Your Honor?

16 THE COURT: I mean, you can -- I mean, this is your
17 opportunity to make a motion in that regard.

18 MR. WEDLAKE: Yeah. So I don't think there was
19 evidence that the jury had to consider as to punitive
20 damages in an amount of 250,000. Or did I not hear that
21 properly?

22 THE COURT: I mean, that was the amount.

23 MR. WEDLAKE: So I did hear that properly?

24 THE COURT: I'll tell you what --

25 THE CLERK: I can make a copy.

1 THE COURT: Make a copy and take a few minutes. I'll
2 give you a few minutes to give some thought to your
3 motion. Okay.

4 MR. WEDLAKE: Thank you.

5 THE COURT: All right. We'll be at ease for just a
6 few minutes.

7 (WHEREUPON, a break was taken.)

8 THE COURT: All right. Mr. Wedlake, I'll be glad to
9 hear from you.

10 MR. WEDLAKE: Is there any clarification on the
11 amounts of these awards, Your Honor? Any additional
12 breakdown of what constitutes these figures?

13 THE COURT: No. It's just -- you've got a copy of --
14 the only thing the jury gave us. You've got a copy of the
15 same thing I have.

16 MR. WEDLAKE: Okay. So my motion will be for a
17 judgment notwithstanding the verdict that the amounts of
18 these awards are simply not possible. I don't believe
19 there's any evidence to support these magnitudes. It was
20 a matter of record to the jury to decide to award these
21 amounts.

22 THE COURT: Well, as to the actual damages, the
23 Plaintiff put in and, in fact, their closing arguments had
24 expenses of \$116,428. I mean, that was a solid amount, an
25 actual amount that was put in. In addition, they asked

1 suffered by the Plaintiff in the amount of punitive
2 damages, I believe in light of what they've gone through
3 over the past six years and -- and, also, the potential
4 for any continued -- I know that there was a change in the
5 bylaws. But still -- there's still arbitration, which is
6 just as significant sometimes as trials. I believe
7 that -- that there -- there is not a disparity that's too
8 great to overcome.

9 So I believe under the various factors that the Court
10 has to consider as to the Constitutionality and due
11 process regarding this award of punitive damages, I find
12 that it is appropriate.

13 So I'm going to deny your motion and let the verdict
14 stand as is.

15 MR. WEDLAKE: The record will show my objection to
16 your position, Your Honor?

17 THE COURT: Yes. And we'll enter a judgment in this
18 amount.

19 MR. WEDLAKE: And I would, also, like to make a
20 second motion, please, Your Honor.

21 THE COURT: Okay.

22 MR. WEDLAKE: I would like to make a motion for a
23 mistrial. Because, with all due respect, items from my
24 proposed charge to the jury were not charged to the jury.
25 And in my perspective, none of the evidence placed before

1 the jury would be consistent with their verdict and their
2 awards.

3 THE COURT: All right. And I believe that we
4 addressed that during the -- when we were discussing the
5 jury charge. One, I'm not -- I don't think that what
6 you've presented to me was even a proposed jury charge.

7 But even considering it with -- giving you all the
8 benefit of the doubt, the only thing that could possibly
9 be deemed as a jury charge were the statute you cited,
10 which I indicated were not evidence in this case. They
11 were not -- those were matters involved in the other and
12 they did not apply to this. Although, you still published
13 it to the jury in your closing argument, even though I
14 ruled otherwise. So you got them in any way. 4.

15 But I'll deny your motion for a mistrial.

16 MR. WEDLAKE: Let the record show my objection to
17 your position, please, Your Honor.

18 THE COURT: All right. Anything else?

19 MR. WEDLAKE: That's all.

20 Thank you.

21 THE COURT: Okay. And just for verification, you
22 spell your name A-L-A-N, Alan?

23 MR. WEDLAKE: Yes, two A's.

24 THE COURT: Okay.

25 MS. O'BRIAN: Your Honor, just for clarity sake, on

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOODINGTON SUBDIVISION
AS SHOWN ON SURVEY ENTITLED
WOODINGTON

DATED April 4, 1989, AND
RECORDED IN THE R.M.C OFFICE FOR
GREENVILLE COUNTY, SOUTH CAROLINA,
IN PLAT BOOK 17-E, AT PAGE 56

FILED
GREENVILLE CO. S.C.
SEP 22 11 10 AM '89
BONNIE S. TANKERSLEY
R.M.C.

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

W I T N E S S E T H:

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

See Exhibit A attached.

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

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

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

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

ARTICLE I: USES PERMITTED AND PROHIBITED

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

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

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

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

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

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

ARTICLE II: EASEMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV: APPROVAL OF PLANS AND CONSTRUCTION -
ARCHITECTURAL COMMITTEE

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

(2) No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

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

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

- a) front, rear and side elevations;

- b) floor plan;
- c) the area of heated floor space;
- d) exterior building material to include manufacturer, color and texture;
- e) exterior trim color;
- f) roofing material and color;
- g) site plan (optional);
- h) estimated completion dates of all construction and improvements;
- i) special treatment required to alleviate problems anticipated due to changes in topography.

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

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

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

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

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

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

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

ARTICLE V: ASSOCIATION OF OWNERS

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

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

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

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

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

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

(6) If any dues or assessments are not paid when due, then such dues or assessments shall become delinquent and shall (together with interest thereon at the rate of Ten (10%) percent per annum from the due date and the cost of collection as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The amount of any such dues or assessments, together with reasonable attorney fees as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. In the case of co-ownership, all such co-owners shall be jointly and severally liable for the entire amount of the dues or assessments.

If the assessment or dues are not paid within thirty (30) days after the due date, the Homeowners Association may bring an action at law against the owner or owners personally obligated to pay the same or to foreclose the lien against the

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

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

ARTICLE VI: MISCELLANEOUS

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this the 19 day of September, 1989.

In the presence of:

TANNER ROAD PROPERTIES
a South Carolina General
Partnership

BY: THE WILSON REAL ESTATE
DEVELOPMENT AND MARKETING
COMPANY, INC. (SEAL)

General Partner

Thomas L. Cuzt
Kathy Cheatham

BY: *Douglas M. Wilson*
Douglas M. Wilson
Its: President

BY: WESTBURY COMPANY (SEAL)

General Partner

Thomas L. Cuzt
Kathy Cheatham

BY: *Rodney A. Westbury*
Rodney A. Westbury
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

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

Thomas L. Cuzt

SWORN to before me this

19 day of September, 1989.

Denise C. Hall (SEAL)
Notary Public for South Carolina
My Commission Expires: 3/23/92

(CONTINUED ON NEXT PAGE)
10

EXHIBIT A

All that certain piece, parcel or tract of land in the County of Greenville,
State of South Carolina, located on the east side of Tanner Road, containing
27.35 acres as shown on plat prepared by Freeland-Clinkscales and Assoc.
April 5, 1989 recorded Sept. 19, 1989 in plat book 17-E page 56 of the
RMC Office for Greenville County, S. C., reference to which plat is made
for a more complete description.

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

42734

RECORDED SEP 22 1989 11:10AM

EXHIBIT X - List of all e-mails

Summary: 58 sent over 224 days; less than 2 e-mails / week (1.81)

mmd
2017

<u>Date</u>	<u>Name</u>	<u>Description</u>
0205	sent563wboard-blrc	By-Laws rev comte
0226	sent604wb-minsblrc	Board ethics; rev2 Ann Meet minutes; blrc?
0228	sent609wjb-timeneeded	Ann Meet revised minutes
0301	sent611wb-fessup	Board needs to apologize to Dawn
0312	sent629wb-boardques	Rev minutes sent - stunned; 10 questions; ethics violations
0321	sent665sk-minutes	Recall minutes request; post minutes, explain if no post
0327	sent680wb-whoaaccts	Financial info requests
0329	sent687wb-meetings	Confirm Board ethics; invite me to next Board meeting
0331	sent692wbac-acfines	No fines may be imposed
0417	sent738wbac-p'val'infor'q	HOA property value sham; explain delay for 0327
0424	sent750wb-xxamgxx	AMG fees rip-off; 3 things: term AMG, no auto renew; make change to low cost mang't company; inform of plans
0504	sent793sk-minsreq	Provide minutes; please post minutes
0505	sent796sk-minsreq	FWD to AMG; verify and supervise delegation(s)
0508	sent813sk-minreq	Reply to SK; answer 2 questions SK asked
0509	sent816wb-boardvacancy	Appoint me to B'rd vacancy
0509	sent817wb-xxamgxx	RE: AMG is a _High_Cost_ Provider
0511	sent830de-fininfo	Provide all financial info
0517	sent855ggwb-fininfo-cai	Read only access; CAI safeguards
0518	sent860wb-inspremium	Bid for lowest insurance premium
0523	sent868ggwb-rights-respons	CAI info - Board improve, educate themselves
0524	sent871wb-apmchecks	FW All Prop Mgt - checks
0526	sent876wb-curmgtagreement	Send copy of current AMG contract
0527	sent887wb-amgcontrac2	Answer BA's question 0526: "intent of request"
0527	sent888wb-secrets	Post Board meet schedule/minutes
0528	sent890wb-boardsjob	Board's job to "deal wiith difficult people"
0530	sent896wb-medreq schedule-mediation053017.rtf	Mediation requested
0530	sent898wb-camintrolet	FW intro letter from CAM

EXHIBIT X - List of all e-mails

Page 1

0601	sent908wb-apm5mistakes	FW All Prop M'gt 5 mistakes
0601	sent914wb-amgcontract	Follow up on AMG contract request "proper purpose" reply per 0526
0602	sent917wb-inspolicy	Insurance policy info request
0602	mediationwb-060217.rtf	Reply to "med'n not req'd"
0604	sent933de-fininfo	Reply to 0514; re-request info
0606	sent945wb-mnoticereq	Request direct notice for meetings and events
0608	sent961wb-medlitnoreply	Mediation/litigaton - no reply
0612	medlitwb-061217.rtf	Reply to BA; agree "yes" or "see you in court"
0613	sent978wb-amrecords	Request Annual Meeting agenda, ballots, and other records
0622	sent026wb-midyearmeet	Provide a meeting agenda
0622	rw0622wboard6ans.rtf	Reply to Acord 0617 6 questions
0625	rw0625wb-lastoppy.rtf	Notice to Board last opportunity to resolve before court
0626	rw0626wb-lastoppy-bareply.rtf	Reply to Acord 0626; start private meetings 08 July
0628	rw0628wb-amstuffoutwhy.rtf	Details for Ques2 = AM mins Rev 2 not sent before on Jun 22
0629	sent049wb-noagenda	No agenda supplied as requested
0630	rw0630wb-privatebm.rtf	Object on record for another private Board meeting with no agenda sent as was requested
0703	sent055wb-meetroom	MFD Station 3 for Sat 08 Jul meeting
0706	sent057wb-agenda0708.17	Meeting agenda (timed) for 6 questions
0708	sent063wb-mom070817pdraft	Board "negotiation" meeting minutes preliminary draft
0709	sent066wb-blsamend1v0	Proposed BLS amends Set 1 Rev 0
0713	sent078wc-pogoofs	PO PM received question to Craig
0727	sent152wb-blsamend1rev1	Proposed BLS amends Set 1 Rev 1
0817	sent238wb-pendinglit	Notice of Pending Judicial Action (NoPJA)
0818	sent244wb-pendinglit	NoPJA
0821	sent250wb-dingbd5	NoPJA
0822	sent253wb-fwcarn	CAM experts; HOA custom web sites
0825	rw0825wb-dingbd6.rtf	Board's e-mail misstatement
0829	rw0829wb-dingbd7.rtf	no good faith from Board
0901	rw0901wb-dingbd8.rtf	Four sample Court issues
0902	sent294wb-bdreqdmeetings	HOA Member Services
0913	rw0913wb-dingbd9.rtf	"Is Board Conducting Req'd Meetings" excerpts Courtesy copy of court Complaint

EXHIBIT DEX.5.1

One Last Opportunity to Resolve Open Issues

ben.acord@gmail.com, craigow@bellsouth.net, cndesteve@gmail.com, remaj616@aol.com

Sent by e-mail and by Priority Mail June 25, 2017

To: Mr. Benjamin Acord 20 Southfield Drive Greenville, SC 29607 ben.acord@gmail.com	cc: Mr. William Craigo 18 Southfield Drive Greenville, SC 29607 craigow@bellsouth.net
cc: Mr. Denis Esteve 205 Woodington Drive Greenville, SC 29607 cndesteve@gmail.com	cc: Mr. Brian James 4 Southfield Drive Greenville, SC 29607 remaj616@aol.com

Dear Mr. Acord:

Thank you for recent replies. However, they did not address the issues raised in, nor reflect the seriousness of, my recent messages. This suggests that either they were not read carefully or that the **Board** is not seeking a resolution of such issues, short of my taking judicial action on behalf of the WHOA membership.

Please be informed, since my attorney is having to fly out west to assist with family matters, we have a **short window** to agree on private meetings before such judicial action is taken. This window can be used profitably to address our several open issues.

So, here is a last-ditch proposal: four short meetings (more if necessary) to work together to listen and respond to open issues. Indeed, you may have some points to raise as well! Please consider the following schedule for hour-long private meetings:

+	Wednesday	28 June	7 - 8 PM
+	Saturday	08 July	8 - 9 AM
+	Wednesday	12 July	7 - 8 PM
+	Saturday	15 July	8 - 9 AM
+	(... other W / S as needed ...)		

Note no times are proposed around the 04 July Holiday. One last time, I respectfully request that the Board

get serious about committing to time required for negotiation with intent to resolve open issues.

In order to be productive, such private meetings cannot be a forum where the Board merely listens to issues previously raised (such as governance matters) without addressing such concerns while at these meetings. This could be done in a variety of ways:

by agreeing to adopt recommendations;

or

by indicating a need and willingness to have them negotiated by the whole Board at Special Board meetings (with a set, near-time schedule);

or

if not acceptable, by giving explanation(s) why such recommendations are unacceptable.

It may be that you believe the issue is proper to address but needs to be resolved with a different solution, which could conceivably lead to resolution. It is not "my way or the Highway"! After all, we are all in this for the benefit of WHOA membership, right?

In other words, these meetings should be "full up" negotiations, where both sides strive to understand each other's positions. Once positions are understood, my hope is the Board will realize there are areas that need correcting / improvement resulting in changes benefiting all members of WHOA, thus helping to fulfill the proper duty of the Board!

Of course, if the proposed schedule needs "tweaking" please send alternative dates. However, other suggested dates should be targeted to resolve issues before mid July. And, although I provided a set of key open issues, they can happily be provided (if necessary) again prior to the first meeting.

Please take advantage of this proposed "last chance" for us to resolve our disputes short of judicial action on behalf of the WHOA membership. Your response is requested by June 28, 2017.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
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EXHIBIT DEX.5.2

Minutes of Meeting 08 July 2017 - Preliminary Draft 070817
ben.acord@gmail.com, craigow@bellsouth.net, cndesteve@gmail.com, remaj616@aol.com

* * * * * PRELIMINARY DRAFT * * * * *

Attendees - Woodington Board:
Ben Acord, William Craigo, Denis Esteve
Member: Ray Wedlake
Where - Mauldin Fire Department Substation 3
When - 08 July 2017

A first meeting to negotiate resolution of issues
within Woodington Homeowners' Association (WHOA)
convened at 8 AM. Six questions as posed per the Agenda
were discussed.

Positions are denoted by:
WBP: Woodington Board Position
RWP: Ray Wedlake Position

An appendix contains excerpts from:
"South Carolina Nonprofit Corporation Act of 1994 (NPCA)"

and also from:
"By-Laws of Woodington Homeowners' Association, Inc. (BLS)"

* * * * * PRELIMINARY DRAFT * * * * *

Question 1 - Board Vacancy

WBP: only three directors are required per NPCA.
Board member Denis Esteve was appointed as
Secretary (in addition to his elected role as Treasurer)
to fill the vacancy. NPCA does not require a Board to
fill a vacancy. See NPCA Sections 33-31-803, a, b;
and 811.

RWP: BLS require a 5 member board. Mr. Esteve's
appointment is not sanctioned by the BLS. The
Board "may combine one or more offices when necessary
due to a lack of eligible Association Members who are
willing to serve on the Board". With no lack, as was
previously documented to the Board, offices can not
be combined. BLS require the Board to fill a vacancy.
See BLS: Article 5, Sections 1 and 3; A8, S2(f); and
A9, S6.

* * * * * PRELIMINARY DRAFT * * * * *

Question 2 - Renewal of Management Contract

WBP: An existing contract may be renewed without approval by the members. A process of requesting bids with subsequent selection of a low-cost provider of management services on an annual basis is "overkill" and will not be done. BLS say nothing about contract renewal requirements.

RWP: BLS show clearly approval of a management contract is required; see BLS A8, S1(d)

* * * * PRELIMINARY DRAFT * * * *

Question 3 - By-Laws Review Committee (BLRC)

WBP: A committee for this purpose would be counter-productive. Member approval of proposed BLS amendments are required; see NPCA, S825 e(4) and BLS A17, S1 (75% approval is required) and S3. The Board decided not to appoint a BLRC, since the Board desires to act in this capacity.

RWP: Board statements to date showed: "no BLRC".
The Board did not indicate willingness to accept proposed revisions to the BLS. Proposals will be forthcoming for needed BLS amendments.

* * * * PRELIMINARY DRAFT * * * *

Question 4 - Annual Meeting Minutes, Revision 2

WBP: Detailed review of desired changes is needed.
The Board recognized documents for this purpose were previously provided. The Board will review and schedule another meeting, but this will not happen until a third-quarter-year Board meeting.

RWP: Non-truths in Revision 1 still need to be removed. Dissemination of attachment was not included with Revision 1 as sent; to be included with Revision 2. The Board was told they need to plan other special meetings to address this issue much sooner, rather than later.

* * * * PRELIMINARY DRAFT * * * *

Question 5 - Request for Bids

WBP: On an annual basis, the Board will not seek bids for a management company contract, nor for an insurance contract. No bids will be requested at this time, nor at any time in 2017.

RWP: A proper process of "bids / selection" is needed on an annual basis for both management company as well as insurance. Such process would provide cost-savings benefits consistent with a best interest for all WHOA members.

* * * * PRELIMINARY DRAFT * * * *

Question 6 - Contractual Payments to AMG

WBP: No known contract showing \$285/mo. fee for management company services is known to exist. With intent to uphold contractual obligations, the Board is discussing with AMG. Before a third-quarter-year Board meeting, if no contract showing more than \$250/mo. can be produced, the Board will be seeking remuneration of excess funds (over \$250/mo.) paid to AMG. The Board agreed to keep Ray Wedlake informed.

RWP: Acting to "get our money back" is a proper action in the best interest of WHOA, and should be pursued. This action should focus on all years in which AMG was in breach of contract. As agreed, the Board must keep Ray Wedlake informed of status as changes unfold.

The meeting adjourned a couple minutes past 9 AM.

* * * * PRELIMINARY DRAFT * * * *

----- Appendix -----

Chapter 31 - South Carolina Nonprofit Corporation Act of 1994

SECTION 33-31-803. Number of directors.

- (a) A board of directors must consist of three or more directors, with the number specified in or fixed in accordance with the articles or bylaws.
- (b) The number of directors may be increased or decreased, but to no fewer than three, by amendment to or in the manner prescribed in the articles or bylaws.

SECTION 33~~00~~31~~00~~811. Vacancy on board.

(a) Unless the articles or bylaws provide otherwise, and except as provided in subsections (b) and (c), if a vacancy occurs on a board of directors, including a vacancy resulting from an increase in the number of directors:

- (1) the members, if any, may fill the vacancy; if the vacant office was held by a director elected by a class, chapter, or other organizational unit or by region or other geographic grouping, only members of the class, chapter, unit, or grouping are entitled to vote to fill the vacancy if it is filled by the members;
- (2) the board of directors may fill the vacancy; or
- (3) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

(b) Unless the articles or bylaws provide otherwise, if a vacant office was held by an appointed director, only the person who appointed the director may fill the vacancy.

(c) If a vacant office was held by a designated director, the vacancy must be filled as provided in the articles or bylaws. In the absence of an applicable article or bylaw provision, the vacancy may not be filled by the board.

(d) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under Section 33~~00~~31~~00~~807(b) or otherwise, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

SECTION 33~~00~~31~~00~~825. Committees.

(e) A committee of the board, however, may not:

- (4) adopt, amend, or repeal the articles or bylaws.

By-Laws of Woodington Homeowners' Association, Inc.

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

Section 1 - NUMBER: The association shall be governed by a Board of Directors, normally five (5) in number, . . .

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

ARTICLE VIII - POWERS AND DUTIES OF BOARD OF DIRECTORS

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

d. With the approval of a simple majority vote of the Members, the Board of Directors may enter into a contract with an association management company to assist in carrying out the duties and responsibilities specified below for the Board of Director positions.

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

f. Fill any vacancy in the membership of the Board of Directors to serve until the next annual meeting of active Members at which time a permanent director will be elected by a simple majority vote of the membership.

ARTICLE IX - OFFICERS AND THEIR DUTIES

Section 6 - MULTIPLE OFFICES:. The Board of Directors may combine one or more offices when necessary due to a lack of eligible Association Members who are willing to serve on the Board. . . .

ARTICLE XVII - AMENDMENTS AND VOTING

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

Section 3: Any and all issues may be resolved per the simple majority result of vote by ballot by all Association Members. . . .

EXHIBIT DEX.5.3

Notice of Pending Judicial Action 081717

ben.acord@gmail.com

craigow@bellsouth.net, cndesteeve@gmail.com, remaj616@aol.com

August 17, 2017

To: Mr. Benjamin Acord

cc: Mr. William Craigo

cc: Mr. Denis Esteve

cc: Mr. Brian James

Dear Mr. Acord:

In view of the lack of responsiveness and good faith on behalf of the Board, please be informed I have requested my attorney to prepare a filing with the Circuit Court of Greenville County, on behalf of the membership of WHOA, asking the Court to resolve our disputes.

As early as next week preparations will be complete, and filing may occur, which will include "service of process" as per usual court procedure. Would all members of the Board be so kind, please, to acknowledge receipt of this message before end of Saturday, 19 August 2017? See you in court!

Cheers wedlakera@gmail.com

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Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Stop organized crime. Re-elect no one !

RE: Notice of Pending Judicial Action 081817
ben.acord@gmail.com

craigow@bellsouth.net, cndesteeve@gmail.com, remaj616@aol.com

August 2017

To: Mr. Benjamin Accord cc: Mr. William Craigo
cc: Mr. Denis Esteve cc: Mr. Brian James

Dear Mr. Accord:

In my ongoing effort to seek resolution of our differences without litigation, the Board was sent an email on March 29, which questioned:

"If the Board will not invite me to a meeting, may I welcome the entire Board to participate in non-binding mediation?"

Short of mediation, private meetings to resolve our ongoing disputes were suggested. The Board was advised my attorney would only get involved in the event of a court filing, which would occur only if there was a lack of good faith on the part of the Board, or failure of such mediation or meetings to occur. **After one meeting only (of 1 hour) the Board was "too busy", and thus failed to continue to attend requested Wednesday/Saturday meetings.**

As you have been aware, my intent continues to be to "fix WHOA". The Board's failure to address any real resolution of serious issues within WHOA, which need to be fixed, leaves me with no other choice but to seek justice on behalf of the WHOA Membership, via our legal system. To date, the Board's actions (and lack thereof),

clearly reflect a failure of good faith. An unwillingness of the Board to take serious steps to resolve open issues reflects a callous disregard for a Board's fiduciary duties.

See you in court!

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

RE: Notice of Pending Judicial Action

ben.acord@gmail.com

craigow@bellsouth.net, endesteven@gmail.com, rema1616@aol.com

August 29, 2017

To: Mr. Benjamin Acord

cc: Mr. William Craigo

cc: Mr. Denis Esteve

cc: Mr. Brian James

Dear Mr. Acord:

Please be informed preparations for the court filing, seeking a Declaratory Judgment on behalf of the WHOA, are proceeding as planned. It may be just a few days from now that the Board will be served official notice.

It continues to be apparent that I cannot expect good faith from the Board, as none has been shown to date. There has been a complete lack of any comment (other than Mr. Acord's email of 18 April suggesting to push any meeting off to the Fall Board meeting), to my recent emails providing background and support for legal action. More specifically, in our meeting of 08 July 2017, please recall the Board showed extreme disrespect for my member rights, making efforts to belittle and to denigrate my attempts to provide improvement for WHOA - not to mention being impolite, by saying two things:

- 1) You are the only member with a problem;
and
- 2) You are the only member who needs an attorney.

The fact that one Member alone raises issues in no way suggests a lack of merit! You as a Board are still required to address serious issues raised, such as the multiple issues I have been raising. As you are called to court, it would appear neither of above two statements will remain true? It seems the Board members will be the ones with a problem, and will also be in need of an attorney!

To date the Board "has had your way", refusing to take actions which are certainly in the best interest of the WHOA, and for the benefit of all WHOA members.

Please recall the Board was not even willing to take the time to mediate issues, as I offered, including our dispute over interpretation of the By-Laws! It will be up to the Court, of course, to make the determination as to who is correct in such interpretation. But once again, what an unnecessary waste of resources - both yours (WHOA) and mine!

See you in court!

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

Courtesy Copy of Final Draft of Pending Complaint

ben.acord@gmail.com, craigow@bellsouth.net, cndestev@gmail.com, remaj616@aol.com

703 Creekview Drive
Greenville, SC 29607
September 13, 2017

To: Members of Board of Directors – Woodington Homeowners' Association
Subject: Courtesy Copy of Final Draft of Pending Complaint

Mr. Benjamin Acord
20 Southfield Drive

Mr. William Craigo
18 Southfield Drive

Greenville, SC 29607
ben.acord@gmail.com

Greenville, SC 29607
craigow@bellsouth.net

Mr. Denis Esteve
205 Woodington Drive
Greenville, SC 29607
cndestev@gmail.com

Mr. Brian James
4 Southfield Drive
Greenville, SC 29607
remaj616@aol.com

By: e-mail & Priority Mail

Gentlemen:

As a final **courtesy before filing**, please find attached a copy of a Final Draft (except for references to Exhibits) of the pending Complaint on behalf of all Members of the WHOA, for Declaratory and Injunctive relief.

May all the Board know that, with the help of my attorney, with assured and earnest intent, these documents were prepared and are complete:

* Summons	-	PREPARED
* Cover Sheet	-	PREPARED
* Affidavit	-	PREPARED
* Exhibits	-	PREPARED

All of the work above was such an unnecessary step. By working together, with the **Board** showing even a **modicum** of **good faith**, we could so easily have avoided court.

Please let me know if you are represented, and if so by whom. Thank you!

See you in court!

Very Sincerely,

Raymond A. Wedlake

Enc. – **Final Draft of Pending Complaint**

< complaint091317.odt > (This is an "**OpenOffice **Document **Text**" file)****

EXHIBIT OD.1 - 03/29/18

6 b

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
FOR THE 13TH JUDICIAL CIRCUIT
C/A No.: 2017-CP-23-6301

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

Plaintiff(s),)

v.)

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

and,)

Association Management Group SC, Inc.,)

Defendant(s).)

STIPULATION OF ISSUES FOR TRIAL

017402.00009

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

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

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

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

/s/ Ely O. Grote

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William Craigo, Denis Esteve, and Brian
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/s/ Grant H. Gibson

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Attorney for Plaintiffs

Columbia, South Carolina
March 29, 2018

EXHIBIT DEX.12**EXHIBIT 30**

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

April 01, 2020

Dear Mrs. Craigo and Woodington Board:

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

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

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

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

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

EXHIBIT 31

From: "Ray Wedlake" <wedlakera@mail.com>
To: "Woodington HOA" <woodingtonhoa@gmail.com>

Subject: Re: Need to Meet
Date: Wed, 8 Apr 2020 21:23:43

Woodington Board:

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

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

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

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

Thank you again.

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

1»BY-LAWS OF WOODINGTON HOMEOWNERS ASSOCIATION, INC.

Revision 3 15 August 2012 - Articles 1 thru 20

ARTICLE 1 - NAME AND LOCATION

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

ARTICLE II - PURPOSE

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

ARTICLE III - DEFINITIONS

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

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

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

ARTICLE IV - MEETINGS OF MEMBERS

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

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

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



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

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

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

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

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

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

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

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

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

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

ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII - MEETINGS OF DIRECTORS

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

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

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

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

ARTICLE VIII - POWERS AND DUTIES OF BOARD OF DIRECTORS

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

- Exercise for the Association all powers, duties, and authority vested in or delegated to this association and not reserved to the membership by other provisions of these By-Laws, or the "Covenants" (Reference 1).

- Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

- Nothing in these By-Laws shall be construed to permit the Board of Directors to borrow or pledge the credit of the Association or sell or transfer all or part of the assets of the Association without the specific approval of a majority of the Members attending and voting at a duly held meeting.

- With the approval of a simple majority vote of the Members, the Board of Directors may enter into a contract with an association management company to assist in carrying out the duties and responsibilities specified below for the Board of Director positions

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

- Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.

- Transact, either personally or through a management company, all Association business and make and amend rules and regulations for the use of the Association property.

- Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed

- Fix, impose and remit penalties for violations of these By-Laws and rules of the Association.

- Select from the Board of Directors a representative to fill the position of President, Vice President, Secretary, Treasurer, and Maintenance director.

- Fill any vacancy in the membership of the Board of Directors to serve until the next annual meeting of active Members at which time a permanent director will be elected by a simple majority vote of the membership.

- The Board of Directors may delegate to a management company the responsibility to select a financial

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

ARTICLE IX - OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

- a. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal, shall sign all written instruments and shall co-sign all checks and promissory notes except when these functions are to be performed by an association management company. The President shall serve as the Board Liaison with the management company, if a contract is established for this service.
- b. **VICE PRESIDENT:** The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- c. **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; and keep appropriate current records showing the Members of the Association together with their addresses. These responsibilities may be delegated to an association management company. The Secretary shall perform such other duties as required by the Board.
- d. **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; and keep proper books of account, except when a management company is under contract to provide these services. When a management company performs these services, the Treasurer shall monitor the receipt and disbursement of moneys by reviewing financial statements provided by the management company. The Treasurer shall prepare an annual budget or review and modify as necessary a budget prepared by an association management company, when used. A Balance Sheet and a Statement of Income and Expenditures shall be prepared by either the Treasurer or a management company for presentation to the membership at its regular annual meeting.

ARTICLE X - EXPENDITURE OF FUNDS

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

when this service is under contract.

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

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

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

ARTICLE XI - MEMBERS

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

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

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

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

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

ARTICLE XII - DUES AND ASSESSMENTS

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

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

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

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

ARTICLE XIII - SUSPENSION OR REVOCATION OF MEMBERSHIP

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

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

ARTICLE XIV - COMMITTEES

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

ARTICLE XV - BOOKS AND RECORDS

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

ARTICLE XVI - CORPORATE SEAL

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

ARTICLE XVII - AMENDMENTS AND VOTING

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

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

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

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

ARTICLE XVIII - DISSOLUTION

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

ARTICLE XIX - MISCELLANEOUS

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

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

ARTICLE XX - INDEMNIFICATION

Section 1 - INDEMNIFICATION OF DIRECTORS AND OFFICERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT DEX.8 - Minutes 12/06/18

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
December 6, 2018

Board Members Present:

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

Quorum Present: Yes

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

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

**Woodington Homeowners Association, Inc.
Special Meeting**

**Meeting Minutes
December 6, 2018**

E. Plan Moving Forward

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

F. Questions

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

V. Adjournment (Motion to End the Meeting)

Meeting Adjourned.

Mike Keels, Secretary

Date

Chris Edwards, President

Date

EXHIBIT 3

Woodington HOA

1754 WOODRUFF ROAD - NUMBER 209
GREENVILLE, SC 29607

DUE UPON RECEIPT

1/15/19

BILL TO

Woodington Homeowner

FOR

2019 Dues

Details

AMOUNT

2019 Woodington HOA Dues

\$200.00

2019 Woodington HOA Dues - Temporary Dues Increase

\$50.00

PAST DUE - LATE FEE FOR 2019 TO BE APPLIED IF NOT PAID

BY 3/1/2019

SUBTOTAL \$250.00

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$250.00

Make all checks payable to Woodington HOA

If you have any questions concerning this invoice, use the following contact information:

Chris Edwards, Woodington HOA President, woodingtonhoa@gmail.com

THANK YOU!

Woodington Homeowner's Association, Inc

**1754 Woodruff Road Number 209
Greenville, SC 29607**

August 5, 2019

Dear Homeowner,

This notice is to advise you of the special collection of \$100.00 per household that was passed by ballot and presented to the community on December 6th 2018. This special collection was incorporated in the budget proposal which was approved at the Woodington Homeowners association meeting on January 24th.

We are asking that you submit your \$100.00 payment to the address above by September 1st

We thank you for your support !

Sincerely,

Chip Koshis, President

Woodington Homeowner's Association, Inc.

woodingtonhoa@gmail.com

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

March 13, 2020

Dear Homeowner:

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

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

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

Sincerely,

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

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

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

2020 ANNUAL HOMEOWNERS DUES

DUE BY APRIL 15, 2020

INVOICE TO:

WHOA MEMBER Raymond & Nancy Wedlake
703 Creekview DR

Greenville, SC 29607

Billing Details:

2020 Woodington HOA Dues **\$250**

Past Due Amounts

2019

\$150
\$ _____

TOTAL NOW DUE:

\$400.⁰⁰

Please send payment to:

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

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

EXHIBIT 23

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

Woodington Board:

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

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

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

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

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

My request of 02 Feb **DID**:

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

At/after the Annual Meeting of 30 Jan:

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

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

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

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

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

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

Thank you.

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

EXHIBIT 24

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

Woodington Board:

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

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

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

Please let me hear ASAP! Thank you.

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

**DEFENDANT'S
EXHIBIT**
12 5

EXHIBIT 26

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

Dear Mrs. Craig and Woodington Board:

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

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

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

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

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
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Stop organized crime. Re-elect no one !

EXHIBIT 37

703 Creekview Drive
Greenville, SC 29607
May 10, 2020

Subject: Request for Information Relative to Legal Fees

Woodington Board:

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

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

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

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

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

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

Thank you.

Sincerely,



Raymond A. Wedlake 864-254-9262

wedlakera@mail.com

APPENDIX

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

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

RAW: [retrieving mail at his mailbox, and waving a letter from the Boards' law firm] Your law firm continues to run up their legal bill.

MJC: You need to shut your mouth. We hope they run up their bill a lot more!

RAW: I live here; you are walking by my lot. I think we agreed that the Board cannot exceed \$1500 without Member approval.

MJC: We have no invoices nor fees for more than \$1500.

RAW: I think your law firm has spent far more than \$1500 in billable hours.

MJC: Prove it!

RAW: They certainly will bill for far more than \$1500.

MJC: Not so, you need to prove it! [f word] you!

RAW: [returning the "compliment"] No, [f word] you!

EXHIBIT F - Proposed Settlement to Avoid More Legal Fees

From: "Ray Wedlake" <wedlakera@mail.com>

To: woodingtonhoa@gmail.com

Subject: Please Agree to Avoid More Legal Fees

Date: Sun, 2 Feb 2020 07:43:40

Woodington Board:

On February 3, 2020, all the Board should receive Priority Mail which contains a settlement proposal, whose intent is to **AVOID MORE LEGAL FEES** being incurred by WHOA, that the Board will try to force WHOA Members to pay.

Before noon on February 4, 2020, would you be so kind, please, to affirm that you will sign the agreement before February 9, 2020, to allow me to dismiss my Circuit Court cases, and therefore to **AVOID MORE LEGAL FEES ?**

A simple "Yes" or "No" answer is needed before noon on Tuesday. If the Board does not reply, or replies: "No, we won't try to save Members from MORE LEGAL FEES", then I will be filing additional motions with the Court, where the Board must accept responsibility for the unfortunate result of MORE LEGAL FEES accumulating.

Since my suspicion is that no Board member has composed, and sent, replies from: "woodingtonhoa@gmail.com", please be sure that a reply contains the name or names of those Board members who (electronically) signed the reply.

Thank you.

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

Proposed Agreement to Save WHOA Members from Legal Fees

This agreement (Agreement) between the 2020 Board of Directors (Board) of Woodington Homeowners' Association, Inc. (WHOA), comprised of Mona Craigo, Edward Decker, and Sandra LaCroix, and WHOA member Raymond A. Wedlake (collectively: Parties) is entered into this 17th day of February, 2020 pursuant to the South Carolina Alternative Dispute Resolution (ADR) Rules. The intent of Agreement is to save WHOA and its members (Members), from financial liability caused by legal fees. Herein, references to two Civil-Action Cases: 2019-CP-23-00269 and 2019-CP-23-01501, is denoted by "Cases".

AGREEMENT OF PARTIES

In consideration for the signed agreement of Parties to avoid additional legal fees, Mr.

Wedlake agrees to seek to dismiss both lawsuits with prejudice. In turn the Parties acknowledge and agree:

1. claims by a Party against opposing Parties for monetary damages, costs, expenses and attorneys' fees will be dropped, with each Party remaining responsible for their own-monetary obligations;
2. to work together in the future in a spirit of mutual cooperation and respect for one another for the benefit of WHOA Members, with specific intent **not** to incur legal fees for which the Board will intend to assess against Members, to require all Members to pay;

3. that nothing in this agreement constitutes an admission of fault and or liability on the part of any Party;
 4. that Parties promise to negotiate with one another within ten days after the signing of this Agreement, with intent to resolve disputed issues as found in Complaints for Cases;
 5. that Parties recognize negotiations shall end on or before March 14, 2020;
 6. that Parties promise to mediate within 10 days after negotiating, should negotiations fail to result in mutually-agreeable resolutions;
 7. that Parties recognize mediation shall occur, if necessary, on or before April 11, 2020;
- and, the Parties further agree:

8. to arbitrate within 10 days after mediation, should mediation fail to result in mutually-agreeable resolutions, where all Parties agree that Arbitration will be final and binding, and waive the right of subsequent Court Trial, Jury Trial, and any and all rights to Appeal, where such annulling of rights is done for the benefit of avoiding legal-fees liability for WHOA, specifically to spare its Members from legal-fees liability.

MUTUAL RELEASE AND DISMISSAL OF CASES

9. Parties release one another from any and all claims brought or which could have been brought, known or unknown, arising out of or relating to the subject matter of Cases, and Cases are to be dismissed with prejudice, where no future-judicial actions as related to Cases will be brought again by any Party, unless this Agreement is violated by any Party, or by a subsequent-future Board;

8. Parties release one another from any and all liability for damages, costs, expenses and attorneys' fees;

9. After signatures are affixed to this Agreement, Mr. Wedlake will seek to file a

“Stipulation of Dismissal” with the Court for Cases no later than February 24, 2020.

Dated this 17th day of February, 2020.

Mona Craigo

Edward Decker

Sandra LaCroix

Raymond A. Wedlake

Exhibit P - Please Attempt to **Mitigate Damages** per Your Fiduciary Duty to WHOA

703 Creekview Drive
Greenville, SC 29607
September 24, 2020

Board of Directors of WHOA
18 Southfield Drive
Greenville, SC 29607

cc: Distribution List

Subject: Appeal Dismissal **DENIED** – Legal Fees – Please Attempt to **Mitigate Damages** per Your Fiduciary Duty to Woodington Homeowners' Association, Inc. (WHA)

Woodington Board:

Please be informed that a "Motion to Dismiss" was **DENIED** for Appeal 2020-000438, related to 2019-CP-23-00269. Consequently, the law firm involved with this Appeal must now prepare an Initial Brief. Very likely, legal fees associated with Brief preparation will total tens-of-thousands of dollars. These fees do not, and cannot, belong to WHOA.

The Board needs to take action to attempt to "**Mitigate Damages**" that may otherwise occur to WHOA.

This notice represents my intent, and proven attempt, to act to mitigate damages. Therefore, as has been **erroneously claimed** in the past, no party can truthfully bring any claim before a Court that I **made no attempt to mitigate damages**.

Experience has shown that the Board will try to impose financial liability upon WHOA Members, as related to legal fees. Such gross negligence by the Board manifests the Board's "Breach of Contract", and is also a "Breach of Fiduciary Duty" of both the "Duty of Care" and "Duty of Loyalty" to WHOA and its Members. Should damages occur to WHOA related to Appeal-legal fees, failure by the Board to attempt to mitigate damages will be seen, and must be seen, as the **sole responsibility of the Board**.

Please recall I asked the Board to provide to me any invoices for "legal services" received by WHOA. To date, none have been provided.

I request your responses: a) affirming receipt of this notice, and b) your understanding that the Board's failure to act is unlawful (in the event that no attempt will be taken to mitigate damages). Please plan to reply before October 5, 2020. Thank you.

Sincerely,

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

Enc. [Order denying Motion to Dismiss]

EXHIBIT Q - Many Attempts to Mitigate Damages Were Ignored by the Board

703 Creekview Drive
Greenville, SC 29607
September 25, 2020

Board of Directors of WHOA
18 Southfield Drive
Greenville, SC 29607

cc: Distribution List

Subject: Many Attempts to **Mitigate Damages** Were Proposed but Were Ignored by the Board
of Woodington Homeowners' Association, Inc. (WHOA)

Woodington Board:

As you may recall, Appeal 2020-000438 (2019-CP-23-00269) was filed after an unlawful granting of Summary Judgment. Granting was based upon two-primary premises, both of which represent "Errors of Law": A) ... wrong party ... ; and, B) ... immune from suit The fact that my Appeal was accepted and a "Motion to Dismiss" was denied gives credence to a probable reversal by the Court of Appeals, annulling the unlawful granting of Summary Judgment.

Please recall a selected 13 of my previous attempts to "**Mitigate Damages**" that were proposed, but which have been ignored. Inaction by the Board in this regard is a breach of your contractual duty, as well as a breach of your fiduciary duty to WHOA and to its Members. Date in 2020 is denoted below in a format of mmdd:

1. 0201 Proposed settlement agreement
2. 0202 Avoid more legal fees
3. 0210 2020 Board must act to save Members from more legal fees
4. 0213 RE: Please Agree to Avoid More Legal Fees
5. 0214 Did Board authorize these legal fees
6. 0228 Please reply ASAP for who is the party responsible to pay legal fees
7. 0301 Member approval is needed for more than \$1500 legal fees
8. 0309 Questions to answer for mediation
9. 0401 Need to discuss "please pay"; Will the Board comply with By-Laws?
10. 0408 Need to work together
11. 0417 Answer mediation questions; take lawful actions
12. 0510 Board must use its authority and be responsible
13. 0518 Please disclose if authority for Appeal-legal fees was given to your law firm

Of these, many are still without answers but all of these are still "on the table" for the Board to consider, particularly **MEDIATION**! But, the Board continues to breach your contractual duty to act as the governing body of WHOA, and to breach your fiduciary duty to act to protect WHOA and to protect its Members from legal fees, in particular!

I request your responses: a) affirming receipt of this letter, and b) your understanding that the Board's failure to act is unlawful. Please plan to reply before October 5, 2020. Thank you.

Sincerely,


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

**DEFENDANT'S
EXHIBIT**

EXHIBIT DEX.13

703 Creekview Drive
Greenville, SC 29607
April 7, 2020

Subject: Legal Fees Are Being Hidden From Members - Who is Going to Pay? -
Discussion is Needed - Woodington Homeowners' Association, Inc. (WHOA)

Dear Members of WHOA:

While there are many issues that need to be discussed, the Board has refused to discuss anything. Can we all agree that a prospective \$150,000 legal fee for Members to pay is a topic that needs to be addressed? Can the rest of us discuss this in an adult manner as Members with a common concern, by using "Group WHOA" at Nextdoor.com? More about the \$150,000 is seen below.

Again, the same thing is being done, as happened previously. The Board is accumulating legal fees that are being kept secret! The Board continues to "run up the legal bill", without required Member approval. The By-Laws are clear, and they require:

ARTICLE X - EXPENDITURE OF FUNDS

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

Are you going to stand by and do nothing while legal fees pile up? Can you guess who the Board will decide has to pay these fees? Do you imagine the implications of doing nothing? To date, legal fees are approaching \$150,000, where Boards incurred all of this amount. NONE of this amount was APPROVED by Members before Boards did it, but Boards did it anyway, regardless of By-Laws requirements! Who is going to pay? Can you guess? Should not the Board, at least, be advising Members openly (as opposed to keeping secrets), in advance of incurring major expenses?

Please be informed I have repeatedly proposed to the Board that I would dismiss my Civil Actions if they would simply: negotiate / mediate / arbitrate. To date the Board has ignored my proposal! They will not meet with me to discuss! Is this proper Board conduct? If you were a Board member, would you ignore crucial issues that need to be discussed? Would you have a "Take a Hike" attitude in violation of your duty as a Board member? Would you let a law firm persuade you into thinking the firm must handle all matters – while their legal bill piles up – and avoid simply talking together, with an intent to resolve disputed issues? If you were on the Board, would you pile up legal fees, without Member approval?

The Board would not discuss the "Legal Fees" issue at the Annual Meeting, nor at a later Special Meeting. Well prior to both meetings, I asked for discussion, and asked the Board to put "Legal Fees" on the agenda for the Special Meeting, but they refused to allow discussion to keep this issue secret!

Please be informed that more legal fees are being accrued because of new cases filed against me. Can you guess who is behind them? One case is a purported "Class Action", but only three Members are listed. Are you part of the Class (please tell me if you are)? Are you supporting legal fees associated with this case? Who is going to pay? Can you guess? See the case as found in the "Public Index": www2.greenvillecounty.org/SCJD/PublicIndex, Civil Action Number 2020-CP-23-01458.

The second case is the Board's-law-firm's case. Who is going to pay these legal fees? Can you guess? Are you supporting this second case? See: 2020-CP-23-01679. Is not it time for Members to put a stop to all these additional legal fees, none of which are approved?

EXHIBIT DEX.14

703 Creekview Drive
Greenville, SC 29607
February 14, 2022

Subject: **DO NOT PAY** for **ILLEGAL** "Assessment Invoice" Demand from the Board
- Woodington Homeowners' Association, Inc. (WHOA)

Dear WHOA Members:

You probably received a letter from the Board dated 02/08/22. This Board letter tells WHOA members (Members) to "hurry up and pay" another "Assessment". The Board **CANNOT LEGALLY LEVY** this Assessment upon Members. **NO MEMBER SHOULD PAY ANY AMOUNT TO WHOA** as related to this demand. The Board's demand is both **ILLEGAL AND UNLAWFUL** - our "Covenants" do **NOT** give the Board power or authority to levy upon Members a **special assessment** for legal fees. The Board's actions to date are akin to what one would expect from a **PREVARICATIVE CHARLATAN!**

Check out the Covenants **YOURSELF!** You will see (excerpted, emphasis added): "... money for the **maintenance and upkeep** ... **LOT** ... the Board shall be **empowered to levy a special assessment** applicable to that **LOT**, but only in an amount equal to any sum or sums which had to be expended for **that purpose**." (Article V, Section (4); see Appendix 1). The Board **CANNOT LEVY** any "Assessment Invoice" upon Members for legal fees. The Board is **EMPOWERED** to levy a **SPECIAL ASSESSMENT ONLY** for money spent on a **LOT!** The Board's demand is akin to what one would expect from a **PREVARICATIVE CHARLATAN.**

The Board **DIRECTLY VIOLATED A \$1500 LIMIT** specified in the By-Laws for non-budgeted expenses (see Appendix 2). No budget to date has contained a line item for legal fees on the order of **tens of thousands of dollars**. No Board can expend WHOA funds of **more than \$1500 WITHOUT PRIOR APPROVAL FROM MEMBERS**. A Board **MUST HAVE MEMBER APPROVAL BEFORE FUNDS OF MORE THAN \$1500 ARE EXPENDED**. No Board sought, nor was given, **approval from Members** to expend nearly \$54,000 (cut down to \$33,000) for legal fees, and then for an additional, about \$63,000 (also cut down to \$33,000) for appeal-legal fees. The Board acted **UNLAWFULLY** with their **violation** of the **\$1500 limit** in the By-Laws. Now they want Members to "cover up" for their **misconduct** by paying legal fees that they **LEGALLY COULD NOT EXPEND IN THE FIRST PLACE**. **DO NOT PAY!** If this violation of the By-Laws- \$1500-expenditure limit does not constitute "... willful, wanton, or gross negligence. ...", then **I challenge** any and **every Member to explain** "... why not ...". The Board's demand for Members to pay their legal fees is akin to what one would expect from a **PREVARICATIVE CHARLATAN.**

For appeal-legal fees, the Board recognizes that \$2500 (see Appendix 3) is already being paid (by my former attorney). They then **INCORRECTLY** claim that a reduced \$33,000 amount is due to attorneys. **NO, NO, NO!** A proper accounting for this amount **MUST BE \$1500 - \$2500**. That is, **NO AMOUNT** for additional-appeal-legal fees is due that Members should pay. **DO NOT PAY!** The Board's demand for Members to pay their legal fees is akin to what one would expect from a **PREVARICATIVE CHARLATAN.**

The Board has **MISTAKENLY** claimed that approval from Members was given for legal-fees expenditure in 2017 and into 2018 of \$33,000, due to a vote taken in November 2018. **NONSENSE!** In that vote - **after** the fact - a majority of Members **DID NOT APPROVE!** The Board "approved" for Members who did not vote. A **VOTE AND APPROVAL FROM MEMBERS WAS NEVER SOUGHT NOR DONE** for appeal-legal fees. Members **DID NOT AND HAVE NOT APPROVED** expenditure for appeal-legal fees. The Board's demand for Members to pay their appeal-legal fees is akin to what one would expect from a **PREVARICATIVE CHARLATAN**.

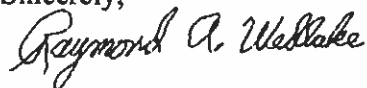
In the Board's letter, one finds lots of other **PREVARICATIVE** claims and statements. In the interest of shortness and conciseness here, these other items will be addressed at a later date. The **BOTTOM LINE - DO NOT PAY FOR AN ILLEGAL "Assessment Invoice"!**

As I sent to Members in my letter of April 23, 2021 (excerpted, emphasis added):

New Members to serve on the WHOA Board who **will restore decency, honesty, integrity, and "good faith"** in conducting the business of WHOA are sorely needed! . . .

Members can avoid more legal fees from being assessed against you by voting for **WEDLAKE** for the 2022 Board! May I hope that Members are aware of the Annual Meeting scheduled for March 15, 2022? Your vote for me and **NO MORE LEGAL FEES**, or your proxy given to me, will be appreciated. Thank you.

Sincerely,



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

APPENDIX 1 - "Covenants" [CCR's; excerpted, emphasis added]

ARTICLE V: ASSOCIATION OF OWNERS

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

APPENDIX 2 - By-Laws \$1500 Limit [excerpted, emphasis added]

ARTICLE X - EXPENDITURE OF FUNDS

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

APPENDIX 3 - Court Order and Rule 222, SCACR [excerpted, emphasis added]

Pursuant to **Rule 222** of the South Carolina Appellate Court Rules, the motion for costs filed by Respondents is granted in the amount of \$2777.41 against Appellant. ... (Order, 2018-001209)

RULE 222 COSTS ON APPEAL

(b) Costs Allowed. The party entitled to recover costs under this rule may, to the extent the party actually incurred these costs, recover the following: (1) ... (5) **In addition**, the party shall be **entitled to recover an attorney's fee** in an amount which shall be set by order of the Supreme Court.^[1] The allowance of **additional costs** will generally **not be allowed** except in the most extraordinary of circumstances.

^[1] By order dated January 17, 2018, the **amount of attorney's fee** was set at **\$2,500**.

EXHIBIT MCDC.7 - McCabe Invoice as of 7/13/2018



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

Invoice as of 7/13/2018
Invoice no 69210

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

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

Professional	Hours	Rate	Amount
10/09/2017 E	1.20	175.00	210.00
10/12/2017 E	0.10	175.00	17.50
10/13/2017	0.40	175.00	70.00
10/16/2017	0.20	125.00	25.00
10/25/2017	0.30	175.00	52.50
10/27/2017	1.40	175.00	245.00

Pages 2 - 29 were excerpted from the 31 pages filed on 05/21/2019

as an exhibit for Case 2019-CP-23-01501

**DEFENDANT'S
EXHIBIT**

207

	PG	ON LAW	
06/27/2018 EC	0.10	275.00	27.50
06/28/2018 DI	0.10	125.00	12.50
06/28/2018 EC	0.10	275.00	27.50
06/29/2018 EC	0.20	275.00	55.00
	Fees:		<u>\$52,860.00</u>
Victoria Cockfield	1.60 hours at \$125.00/hr		200.00
Joel Deason	1.30 hours at \$175.00/hr		227.50
Valerie Giovanoli	2.20 hours at \$175.00/hr		385.00
Ely Grote	287.60 hours at \$175.00/hr		50,330.00
Ely Grote	0.40 hours at \$275.00/hr		110.00
Ryan McCabe	0.80 hours at \$275.00/hr		220.00
Deanne Peele	10.40 hours at \$125.00/hr		1,300.00
John Roberts	0.50 hours at \$125.00/hr		62.50
Hayley Simmons	0.20 hours at \$125.00/hr		25.00
Total hours:	<u>305.00</u>		

Expenses	Units	Price	Amount
02/20/2018 POSTAGE.	1.00	2.89	2.89
04/04/2018 POSTAGE.	1.00	0.47	0.47
04/06/2018 POSTAGE.	1.00	20.01	20.01
04/30/2018 POSTAGE.	1.00	0.47	0.47
11/06/2017 E-Filing Fee.	1.00	31.74	31.74
11/06/2017 E-Filing Fee.	1.00	31.74	31.74
11/06/2017 E-Filing Fee.	1.00	31.74	31.74
12/12/2017 Mediation Cost.	1.00	250.00	250.00
12/15/2017 Travel to/from office for: meeting/hearing/mediation.	1.00	103.79	103.79
12/19/2017 E-Filing Fee.	1.00	31.74	31.74
12/19/2017 E-Filing Fee.	1.00	31.74	31.74

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

04/12/2018	Travel to/from office for: meeting/hearing/mediation.	1.00	127.53	127.53
04/18/2018	Witness Fee.	1.00	35.90	35.90
04/18/2018	Witness Fee.	1.00	36.12	36.12
04/18/2018	Witness Fee.	1.00	35.90	35.90
04/18/2018	Witness Fee.	1.00	36.12	36.12
04/19/2018	Witness Fee.	1.00	(36.12)	(36.12)
04/19/2018	Witness Fee.	1.00	(36.12)	(36.12)
04/27/2018		1.00	14.59	14.59
05/14/2018	Transcripts.	1.00	74.25	74.25
Sub-total Expenses:				\$824.50
Total Current Billing:				\$53,684.50
Previous Balance Due:				\$0.00
Total Payments:				\$0.00
Total Now Due:				\$53,684.50

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

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

Defendant's Questions for Jury

- > Do you believe a Court of Law is bound by facts and evidence brought before the Court?
- > Do you believe an individual has constitutional rights?
- > ³³ the SC Code of Laws must be followed
- > Do you think a [home] ~~HOA~~ HOA Board must comply with its governing documents, and statutory law (SC Code of Laws)?



Can we have the
calculation of actual
damages from the
plaintiff?

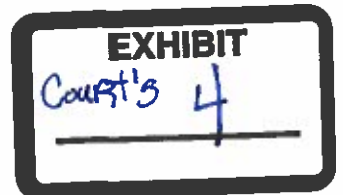
Stacy Burge
11/30/1909

1:02 pm

Response: The summary
used in closing was
for demonstrative purposes
only & cannot
be provided
to the jury.

Perry Burge 11/30/23





STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Beverly Taylor, Marvin Taylor, and Ada
Alvarez, individually and on behalf of
all similarly situated individuals,
Plaintiffs,

v.

Raymond A. Wedlake,
Defendant

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Case No. 2020-CP-23-01458

Defendant's Proposed Jury Charge

1. The Complaint (Exhibit DEX.1) fails to meet requirements to prove "Abuse of Process".
Testimony and evidence were also deficient to prove "Abuse of Process".
2. As to damages, none of: Complaint, testimony or evidence, presented by the plaintiff was
sufficient to enable the jury to determine what amount is fair, just and reasonable.
 - 2a) In the event of an award to Plaintiffs, then a \$1500 limit per the By-Laws must apply;
 - 2b) A private and independent contract must exist to award attorney's costs and fees;
otherwise SC Code of Laws does not allow this award;
 - 2c) In any event, damages award may not exceed \$43428 (= \$658 * 66 units in WHOA)
3. A "burden of proof" rests with Plaintiffs – evidence is required; Testimony which is
presumption or opinion based, feelings based, or "handwaving" without supporting evidence
must be disregarded and discounted as inadmissible.
4. Complaint "Factual Allegations" were left unsupported by testimony, facts and exhibits
(Exhibit DEX.5).

Dated this 29th day of November, 2023.

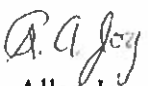

R. Allan Joy, Defendant (*Pro Se*)
216 Ashcroft Lane, Simpsonville, SC 29681
864-356-5736 ra14joy102@proton.me

EXHIBIT DEX.5 - Evidence contradicts claims in the Complaint

FACTUAL ALLEGATIONS [as quoted from the Complaint

par.10 - 48 = 39 total – a selection of a few, here]

“22. Upon information and belief, Defendant refused to negotiate in good faith to resolve Lawsuit and, instead, continued to push Lawsuit 1 [2017-CP-23-06301] forward to further his own agenda.” [Complaint p.4]

In truth, the Board refused to negotiate and resolve disputed issues, where Defendant “bent over backwards” to try to work with the Board (Exhibit X – 58 e-mails were sent; note particularly e-mails saved as: Exhibits DEX.5.1, .2, and .3). The Board’s refusal forced Defendant to seek resolution of issues (Exhibit-OD.1: Stipulation of issues for trial) via judicial action – for the good of all WHOA Members, **not** to “... further his own agenda”. The Board deigned to meet and negotiate only once, for a short-one hour, but thereafter would never meet again. Such neglect of service to a Member by the Board must be seen as a **lack of “good faith”** on their part. Defendant always tried to work with the Board (Exhibit DEX.12). Defendant consistently tried to meet with the Board, but after one meeting, his efforts were continuously rejected by the Board.

“24. In particular, Lawsuit resulted in an Order by Judge Simmons against Mr. Wedlake, with the exception of two matters which were stipulated to by the defendants to the action prior to trial.” [Complaint p.5]

This Order simply dismissed “Lawsuit 1”. Use of “... Order ... against ...” is strictly incorrect. It is stated to mislead, and arguably is prevarication. A dismissal of a case is not a judgment against. The Court did not find “for” nor “against” on any stipulated issue. Indeed, the Order states “... **no other specific finding or determination is made** ...”, and also continues with “... **nor is any finding made** ...”.

Based on all of the foregoing, except as stated above regarding the parties' stipulation as to Stipulated Issue 1(c), **no other specific finding or determination is made** as to the specific terms of the Bylaws and/or the specific meaning of the terms of the Bylaws for the Association, **nor is any finding made** as to whether Defendants have violated the terms of the bylaws.

[Pltfs Exh 10, Order (Simmons) p.8 par.2]

"30. The vote was conducted and the assessment passed." [Complaint p.5]

The Board has **NO** power nor authority under the "Covenants" to assess Members for legal fees. The Covenants are clear that the Board may levy a "Special Assessment" **ONLY** for expenses related to a LOT (Exhibit DEX.4):

ARTICLE V: ASSOCIATION OF OWNERS

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

So, the **Covenants prohibit** the Board from running up tens of thousands of dollars in legal fees, and then imposing a Special Assessment upon Members to pay for the Board's legal fees. Further, Members can **NOT** vote to override the Covenants, **NOR** to override the By-Laws. The **By-Laws prohibit** the Board from expending more than \$1500, without **prior** Member approval (Exhibit J, Article X, Section 4 p.7). For Lawsuit 1, the Board expended about \$54,000 for legal fees (Exhibit MCDC.7). The vote (as 30. above) was taken later:

Invoice: \$54K on 07/13/18 (Exhibit MCDC.7) the vote: 11/09/18 (Exhibit DEX.7)

"39. Upon information and belief, Defendant intentionally named the individual members of the WHOA Board of Directors as defendants in Lawsuits 1, 2, and 3, rather than suing the Board entity itself in order to try to pin the legal fees for the actions on the individuals and discourage them from challenging him." [Complaint p.6]

Case captions from three lawsuits **prove** that all cases were brought against the Board (Plt 4, 19, 20). The **LAW** is clear that names of persons on a Board are irrelevant. The **LAW** Section 33-31-140 states: "... irrespective of the name by which the individual or individuals are designated ..." (Exhibit DEX.11).

"43. Throughout Defendant's numerous lawsuits and appeals, he has refused to negotiate in good faith, refused to cooperate in discovery, used subpoenas and depositions to seek inappropriate and irrelevant discovery, cherry-picked quotations of legal authority in memoranda filed with the Court to erroneously support his desired outcome, and manipulated statements by Judges in letters to WHOA members to imply authority in his position." [Complaint p.7]

In truth, it is persons on a Board whose conduct must comply with the **LAW**, see Section 33-31-830(a)(1-3) (Judge only). The **LAW** charges that a director must discharge his duties: in **good faith, with the care of an ordinarily prudent person ...**, and "... in the **best interests of the corporation**". Defendant contends that generally the Board – as shown by evidence before the Court – discharged their duties with disregard for this **LAW**.

"44. Throughout these Lawsuits, Defendant has altered his arguments when legally challenged in such a manner that contradicts his prior positions or otherwise shows his intent to use the system to his advantage, no matter the consequences. For example, Defendant has argued against the validity of Bylaws that he proposed or otherwise helped enact during his own time on the Board. Now that the Bylaws are not to his advantage, he is misusing the legal system to get his desired result." [Complaint p.7]

At the time that Defendant was on the Board, he was often voted against 3-2 (per a five-member Board). That is, Defendant **NEVER** "... has argued against the validity of Bylaws that he proposed or otherwise helped enact ...". His viewpoint was often overridden by 3-other Board members' viewpoints. Many votes in Defendant's tenure as a Board member were decided with a 3-2 split. Most often, Defendant held the minority opinion.

“45. Defendant has engaged in a clear pattern of harassment through the use of the Court system and its elements through his frivolous lawsuits.”

[Complaint p.7]

As regards “frivolous”, though a favorite theme of Counsel but never presented with any supporting evidence, the Court addressed “frivolous” by **DENYING** such prevaricative claim:

“... With respect to the frivolous sanctions lawsuit, I’m going to deny that motion. ...”

(Exhibit MBR.3, “Transcript ...” p.21 ll. 23-25)

47. Additionally, many homeowners have struggled to sell their homes or have had to sell their homes for much lower values because of the ongoing litigation and pending legal fees.

[Complaint p.7]

Home values upon sale have appreciated within Woodington. Significant increases of sale prices above buyers prices are seen in **every sale** (Exhibit 4, Register of Deeds Records).

EXHIBIT X - List of all e-mails

Summary: 58 sent over 224 days; less than 2 e-mails / week (1.81)

mmdd

2017

<u>Date</u>	<u>Name</u>	<u>Description</u>
0205	sent563wboard-blrcm	By-Laws rev comte
0226	sent604wb-minsblrc	Board ethics; rev2 Ann Meet minutes; blrc?
0228	sent609wjb-timeneeded	Ann Meet revised minutes
0301	sent611wb-fessup	Board needs to apologize to Dawn
0312	sent629wb-boardques	Rev minutes sent - stunned; 10 questions; ethics violations
0321	sent665sk-minutes	Recall minutes request; post minutes, explain if no post
0327	sent680wb-whoaaccts	Financial info requests
0329	sent687wb-meetings	Confirm Board ethics; invite me to next Board meeting
0331	sent692wbac-acfines	No fines may be imposed
0417	sent738wbac-p'val'infor'q	HOA property value sham; explain delay for 0327
0424	sent750wb-xxamgxx	AMG fees rip-off; 3 things: term AMG, no auto renew; make change to low cost mang't company; inform of plans
0504	sent793sk-minsreq	Provide minutes; please post minutes
0505	sent796sk-minsreq	FWD to AMG; verify and supervise delegation(s)
0508	sent813sk-minreq	Reply to SK; answer 2 questions SK asked
0509	sent816wb-boardvacancy	Appoint me to B'rd vacancy
0509	sent817wb-xxamgxx	RE: AMG is a <u>High Cost</u> Provider
0511	sent830de-fininfo	Provide all financial info
0517	sent855ggwb-fininfo-cai	Read only access; CAI safeguards
0518	sent860wb-inspremium	Bid for lowest insurance premium
0523	sent868ggwb-rights-respons	CAI info - Board improve, educate themselves
0524	sent871wb-apmchecks	FW All Prop Mgt - checks
0526	sent876wb-curmgtagreement	Send copy of current AMG contract
0527	sent887wb-amgcontrac2	Answer BA's question 0526: "intent of request"
0527	sent888wb-secrets	Post Board meet schedule/minutes
0528	sent890wb-boardsjob	Board's job to "deal wiith difficult people"
0530	sent896wb-medreq schedule-mediation053017.rtf	Mediation requested
0530	sent898wb-camintrolet	FW intro letter from CAM

0601	sent908wb-apm5mistakes	FW All Prop M'gt 5 mistakes
0601	sent914wb-amgcontract	Follow up on AMG contract request
		"proper purpose" reply per 0526
0602	sent917wb-inspolicy	Insurance policy info request
0602	mediationwb-060217.rtf	Reply to "med'n not req'd"
0604	sent933de-fininfo	Reply to 0514; re-request info
0606	sent945wb-mnoticereq	Request direct notice for meetings and events
0608	sent961wb-medlitnoreply	Mediation/litigaton - no reply
0612	medlitwb-061217.rtf	Reply to BA; agree "yes" or "see you in court"
0613	sent978wb-amrecords	Request Annual Meeting agenda, ballots, and other records
0622	sent026wb-midyearmeet	Provide a meeting agenda
0622	rw0622wboard6ans.rtf	Reply to Acord 0617 6 questions
0625	rw0625wb-lastoppy.rtf	Notice to Board last opportunity to resolve before court
0626	rw0626wb-lastoppy-bareply.rtf	Reply to Acord 0626; start private meetings 08 July
0628	rw0628wb-amstuffoutwhy.rtf	Details for Ques2 = AM mins Rev 2 not sent before on Jun 22
0629	sent049wb-noagenda	No agenda supplied as requested
0630	rw0630wb-privatebm.rtf	Object on record for another private Board meeting with no agenda sent as was requested
0703	sent055wb-meetroom	MFD Station 3 for Sat 08 Jul meeting
0706	sent057wb-agenda0708.17	Meeting agenda (timed) for 6 questions
0708	sent063wb-mom070817pdraft	Board "negotiation" meeting minutes preliminary draft
0709	sent066wb-blsamend1v0	Proposed BLS amends Set 1 Rev 0
0713	sent078wc-pogoofs	PO PM received question to Craig
0727	sent152wb-blsamend1rev1	Proposed BLS amends Set 1 Rev 1
0817	sent238wb-pendinglit	Notice of Pending Judicial Action (NoPJA)
0818	sent244wb-pendinglit	NoPJA
0821	sent250wb-dingbd5	NoPJA
0822	sent253wb-fwcam	CAM experts; HOA custom web sites
0825	rw0825wb-dingbd6.rtf	Board's e-mail misstatement
0829	rw0829wb-dingbd7.rtf	no good faith from Board
0901	rw0901wb-dingbd8.rtf	Four sample Court issues
0902	sent294wb-bdreqdmeetings	HOA Member Services
		"Is Board Conducting Req'd Meetings" excerpts
0913	rw0913wb-dingbd9.rtf	Courtesy copy of court Complaint

EXHIBIT DEX.5.1

One Last Opportunity to Resolve Open Issues

ben.acord@gmail.com, craigow@bellsouth.net, cndestev@gmail.com, remaj616@aol.com

Sent by e-mail and by Priority Mail June 25, 2017

To:	Mr. Benjamin Acord 20 Southfield Drive Greenville, SC 29607 ben.acord@gmail.com	cc:	Mr. William Craigo 18 Southfield Drive Greenville, SC 29607 craigow@bellsouth.net
cc:	Mr. Denis Esteve 205 Woodington Drive Greenville, SC 29607 cndestev@gmail.com	cc:	Mr. Brian James 4 Southfield Drive Greenville, SC 29607 remaj616@aol.com

Dear Mr. Accord:

Thank you for recent replies. However, they did **not** address the issues raised in, nor reflect the **seriousness** of, my recent messages. This suggests that either they were not read carefully or that the **Board** is **not seeking a resolution** of such issues, short of my taking judicial action on behalf of the WHOA membership.

Please be informed, since my attorney is having to fly out west to assist with family matters, we have a **short window** to agree on private meetings **before such judicial action** is taken. This window can be used profitably to address our several open issues.

So, here is a last-ditch proposal: four short meetings (more if necessary) to work together to listen and respond to open issues. Indeed, you may have some points to raise as well! Please consider the following schedule for hour-long private meetings:

+	Wednesday	28 June	7 - 8 PM
+	Saturday	08 July	8 - 9 AM
+	Wednesday	12 July	7 - 8 PM
+	Saturday	15 July	8 - 9 AM
+	(... other W / S as needed ...)		

Note no times are proposed around the 04 July Holiday. One last time, I respectfully request that the Board get serious about committing to time required for negotiation with intent to resolve open issues.

In order to be productive, such private meetings cannot be a forum where the Board merely listens to issues previously raised (such as governance matters) without addressing such concerns while at these meetings. This could be done in a variety of ways:

by agreeing to adopt recommendations;

or

by indicating a need and willingness to have them negotiated by the whole Board at Special Board meetings (with a set, near-time schedule);

or

if not acceptable, by giving explanation(s) why such recommendations are unacceptable.

It may be that you believe the issue is proper to address but needs to be resolved with a different solution, which could conceivably lead to resolution. It is not "my way or the Highway"! After all, we are all in this for the benefit of WHOA membership, right?

In other words, these meetings should be "full up" negotiations, where both sides strive to understand each other's positions. Once positions are understood, my hope is the Board will realize there are areas that need correcting / improvement resulting in changes benefiting all members of WHOA, thus helping to fulfill the proper duty of the Board!

Of course, if the proposed schedule needs "tweaking" please send alternative dates. However, other suggested dates should be targeted to resolve issues before mid July. And, although I provided a set of key open issues, they can happily be provided (if necessary) again prior to the first meeting.

Please take advantage of this proposed "last chance" for us to resolve our disputes short of judicial action on behalf of the WHOA membership. Your response is requested by June 28, 2017.

Thank you.

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

EXHIBIT DEX.5.2

Minutes of Meeting 08 July 2017 - Preliminary Draft 070817
ben.acord@gmail.com, craigow@bellsouth.net, cndesteven@gmail.com,
remaj616@aol.com

* * * * PRELIMINARY DRAFT * * * *

Attendees - Woodington Board:

Ben Acord, William Craigo, Denis Esteve

Member: Ray Wedlake

Where - Mauldin Fire Department Substation 3

When - 08 July 2017

A first meeting to negotiate resolution of issues within Woodington Homeowners' Association (WHOA) convened at 8 AM. Six questions as posed per the Agenda were discussed.

Positions are denoted by:

WBP : Woodington Board Position

RWP : Ray Wedlake Position

An appendix contains excerpts from:

"South Carolina Nonprofit Corporation Act of 1994 (NPCA)"

and also from:

"By-Laws of Woodington Homeowners' Association, Inc. (BLS)"

* * * * PRELIMINARY DRAFT * * * *

Question 1 - Board Vacancy

WBP: only three directors are required per NPCA. Board member Denis Esteve was appointed as Secretary (in addition to his elected role as Treasurer) to fill the vacancy. NPCA does not require a Board to fill a vacancy. See NPCA Sections 33-31-803, a, b; and 811.

RWP: BLS require a 5 member board. Mr. Esteve's appointment is not sanctioned by the BLS. The Board "may combine one or more offices when necessary due to a lack of eligible Association Members who are willing to serve on the Board". With no lack, as was previously documented to the Board, offices can not be combined. BLS require the Board to fill a vacancy. See BLS: Article 5, Sections 1 and 3; A8, S2(f); and A9, S6.

* * * * PRELIMINARY DRAFT * * * *

Question 2 - Renewal of Management Contract

WBP: An existing contract may be renewed without approval by the members. A process of requesting bids with subsequent selection of a low-cost provider of management services on an annual basis is "overkill" and will not be done. BLS say nothing about contract renewal requirements.

RWP: BLS show clearly approval of a management contract is required; see BLS A8, S1(d)

* * * * PRELIMINARY DRAFT * * * *

Question 3 - By-Laws Review Committee (BLRC)

WBP: A committee for this purpose would be counter-productive. Member approval of proposed BLS amendments are required; see NPCA, S825 e(4) and BLS A17, S1 (75% approval is required) and S3. The Board decided not to appoint a BLRC, since the Board desires to act in this capacity.

RWP: Board statements to date showed: "no BLRC".
The Board did not indicate willingness to accept proposed revisions to the BLS. Proposals will be forthcoming for needed BLS amendments.

* * * * PRELIMINARY DRAFT * * * *

Question 4 - Annual Meeting Minutes, Revision 2

WBP: Detailed review of desired changes is needed.
The Board recognized documents for this purpose were previously provided. The Board will review and schedule another meeting, but this will not happen until a third-quarter-year Board meeting.

RWP: Non-truths in Revision 1 still need to be removed. Dissemination of attachment was not included with Revision 1 as sent; to be included with Revision 2. The Board was told they need to plan other special meetings to address this issue much sooner, rather than later.

* * * * PRELIMINARY DRAFT * * * *

Question 5 - Request for Bids

WBP: On an annual basis, the Board will not seek bids for a management company contract, nor

for an insurance contract. No bids will be requested at this time, nor at any time in 2017.

RWP: A proper process of "bids / selection" is needed on an annual basis for both management company as well as insurance. Such process would provide cost-savings benefits consistent with a best interest for all WHOA members.

* * * * PRELIMINARY DRAFT * * * *

Question 6 - Contractual Payments to AMG

WBP: No known contract showing \$285/mo. fee for management company services is known to exist. With intent to uphold contractual obligations, the Board is discussing with AMG. Before a third-quarter-year Board meeting, if no contract showing more than \$250/mo. can be produced, the Board will be seeking remuneration of excess funds (over \$250/mo.) paid to AMG. The Board agreed to keep Ray Wedlake informed.

RWP: Acting to "get our money back" is a proper action in the best interest of WHOA, and should be pursued. This action should focus on all years in which AMG was in breach of contract. As agreed, the Board must keep Ray Wedlake informed of status as changes unfold.

The meeting adjourned a couple minutes past 9 AM.

* * * * PRELIMINARY DRAFT * * * *

----- Appendix -----

Chapter 31 - South Carolina Nonprofit Corporation Act of 1994

SECTION 33#31#803. Number of directors.

- (a) A board of directors must consist of three or more directors, with the number specified in or fixed in accordance with the articles or bylaws.
- (b) The number of directors may be increased or decreased, but to no fewer than three, by amendment to or in the manner prescribed in the articles or bylaws.

SECTION 33#31#811. Vacancy on board.

- (a) Unless the articles or bylaws provide otherwise, and except as provided in subsections (b) and (c), if a vacancy occurs on a board of directors, including a vacancy resulting from an increase in the number of directors:
 - (1) the members, if any, may fill the vacancy; if the vacant office was held by a director elected by a class, chapter, or other organizational unit or by region or

other geographic grouping, only members of the class, chapter, unit, or grouping are entitled to vote to fill the vacancy if it is filled by the members;

(2) the board of directors may fill the vacancy; or

(3) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

(b) Unless the articles or bylaws provide otherwise, if a vacant office was held by an appointed director, only the person who appointed the director may fill the vacancy.

(c) If a vacant office was held by a designated director, the vacancy must be filled as provided in the articles or bylaws. In the absence of an applicable article or bylaw provision, the vacancy may not be filled by the board.

(d) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under Section 33#31#807(b) or otherwise, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

SECTION 33#31#825. Committees.

(e) A committee of the board, however, may not:

(4) adopt, amend, or repeal the articles or bylaws.

By-Laws of Woodington Homeowners' Association, Inc.

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

Section 1 - NUMBER: The association shall be governed by a Board of Directors, normally five (5) in number, . . .

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

ARTICLE VIII - POWERS AND DUTIES OF BOARD OF DIRECTORS

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

d. With the approval of a simple majority vote of the Members, the Board of Directors may enter into a contract with an association management company to assist in carrying out the duties and responsibilities specified below for the Board of Director positions.

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

f. Fill any vacancy in the membership of the Board of Directors to serve until the next annual meeting of active Members at which time a permanent director will be elected by

a simple majority vote of the membership.

ARTICLE IX - OFFICERS AND THEIR DUTIES

Section 6 - MULTIPLE OFFICES:. The Board of Directors may combine one or more offices when necessary due to a lack of eligible Association Members who are willing to serve on the Board. . . .

ARTICLE XVII - AMENDMENTS AND VOTING

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

Section 3: Any and all issues may be resolved per the simple majority result of vote by ballot by all Association Members. . . .

EXHIBIT DEX.5.3

Notice of Pending Judicial Action 081717
ben.acord@gmail.com
craigow@bellsouth.net, cndesteeve@gmail.com, remaj616@aol.com
August 17, 2017
To: Mr. Benjamin Acord cc: Mr. William Craigo
cc: Mr. Denis Esteve cc: Mr. Brian James

Dear Mr. Acord:

In view of the lack of responsiveness and good faith on behalf of the Board, please be informed I have requested my attorney to prepare a filing with the Circuit Court of Greenville County, on behalf of the membership of WHOA, asking the Court to resolve our disputes.

As early as next week preparations will be complete, and filing may occur, which will include "service of process" as per usual court procedure. Would all members of the Board be so kind, please, to acknowledge receipt of this message before end of Saturday, 19 August 2017? See you in court!

Cheers wedlaker@mail.com
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GO ORANGE - Syracuse University ORANGE !!
Stop organized crime. Re-elect no one !

RE: Notice of Pending Judicial Action 081817

ben.acord@gmail.com
craigow@bellsouth.net, cndesteven@gmail.com, remaj616@aol.com

August 2017

To: Mr. Benjamin Acord cc: Mr. William Craigo
cc: Mr. Denis Esteve cc: Mr. Brian James

Dear Mr. Acord:

In my ongoing effort to seek resolution of our differences without litigation, the Board was sent an email on March 29, which questioned:

"If the Board will not invite me to a meeting, may I welcome the entire Board to participate in non-binding mediation?"

Short of mediation, private meetings to resolve our ongoing disputes were suggested. The Board was advised my attorney would only get involved in the event of a court filing, which would occur only if there was a lack of good faith on the part of the Board, or failure of such mediation or meetings to occur. **After one meeting only (of 1 hour) the Board was "too busy", and thus failed to continue to attend requested Wednesday/Saturday meetings.**

As you have been aware, my intent continues to be to "fix WHOA". The Board's failure to address any real resolution of serious issues within WHOA, which need to be fixed, leaves me with no other choice but to seek justice on behalf of the WHOA Membership, via our legal

system. To date, the Board's actions (and lack thereof), clearly reflect a failure of good faith. An unwillingness of the Board to take serious steps to resolve open issues reflects a callous disregard for a Board's fiduciary duties.

See you in court!

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

RE: Notice of Pending Judicial Action
ben.acord@gmail.com
craigow@bellsouth.net, cndesteve@gmail.com, remaj616@aol.com

To: Mr. Benjamin Acord
cc: Mr. Denis Esteve
August 29, 2017
cc: Mr. William Craigo
cc: Mr. Brian James

Dear Mr. Acord:

Please be informed preparations for the court filing, seeking a Declaratory Judgment on behalf of the WHOA, are proceeding as planned. It may be just a few days from now that the Board will be served official notice.

It continues to be apparent that I cannot expect good faith from the Board, as none has been shown to date. There has been a complete lack of any comment (other than Mr. Acord's email of 18 April suggesting to push any meeting off to the Fall Board meeting), to my recent emails providing background and support for legal action. More specifically, in our meeting of 08 July 2017, please recall the Board showed extreme disrespect for my member rights, making efforts to belittle and to denigrate my attempts to provide improvement for WHOA - not to mention being impolite, by saying two things:

- 1) You are the only member with a problem;
 - 2) You are the only member who needs an attorney.
- and

The fact that one Member alone raises issues in no way suggests a lack of merit! You as a Board are still required to address serious issues raised, such as the multiple issues I have been raising. As you are called to court, it would appear neither of above two statements will remain true? It seems the Board members will be the ones with a problem, and will also be in need of an attorney!

To date the Board "has had your way", refusing to take actions which are certainly in the best interest of the WHOA, and for the benefit of all WHOA members.

Please recall the Board was not even willing to take the time to mediate issues, as I offered, including our dispute over interpretation of the By-Laws! It will be up to the Court, of course, to make the determination as to who is correct in such interpretation. But once again, what an unnecessary waste of resources - both yours (WHOA) and mine!

See you in court!

Cheers wedlakera@mail.com
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Courtesy Copy of Final Draft of Pending Complaint

ben.acord@gmail.com, craigow@bellsouth.net, cndesteve@gmail.com, remaj616@aol.com
703 Creekview Drive
Greenville, SC 29607
September 13, 2017

To: Members of Board of Directors – Woodington Homeowners' Association
Subject: Courtesy Copy of Final Draft of Pending Complaint

Mr. Benjamin Acord
20 Southfield Drive

Mr. William Craigo
18 Southfield Drive

Greenville, SC 29607
ben.acord@gmail.com

Greenville, SC 29607
craigow@bellsouth.net

Mr. Denis Esteve
205 Woodington Drive
Greenville, SC 29607
cndesteve@gmail.com

Mr. Brian James
4 Southfield Drive
Greenville, SC 29607
remaj616@aol.com

By: e-mail & Priority Mail

Gentlemen:

As a final **courtesy before filing**, please find attached a copy of a Final Draft (except for references to Exhibits) of the pending Complaint on behalf of all Members of the WHOA, for Declaratory and Injunctive relief.

May all the Board know that, with the help of my attorney, with assured and earnest intent, these documents were prepared and are complete:

- * Summons - PREPARED
- * Cover Sheet - PREPARED
- * Affidavit - PREPARED
- * Exhibits - PREPARED

All of the work above was such an unnecessary step. By working together, with the **Board** showing even a **modicum** of **good faith**, we could so easily have avoided court.

Please let me know if you are represented, and if so by whom. Thank you!

See you in court!

Very Sincerely,

Raymond A. Wedlake

Enc. – **Final Draft of Pending Complaint**

< complaint091317.odt > (This is an "OpenOffice Document Text" file)

EXHIBIT OD.1 - 03/29/18

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

017402.00009

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

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

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

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

/s/ Ely O. Grote

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

/s/ Grant H. Gibson

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

Columbia, South Carolina
March 29, 2018

EXHIBIT DEX.12

EXHIBIT 30

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

April 01, 2020

Dear Mrs. Craig and Woodington Board:

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

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

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

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

Cheers wedlakera@mail.com
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Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 31

From: "Ray Wedlake" <wedlakera@mail.com>
To: "Woodington HOA" <woodingtonhoa@gmail.com>

Subject: Re: Need to Meet
Date: Wed, 8 Apr 2020 21:23:43

Woodington Board:

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

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

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

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

Thank you again.

Cheers wedlakera@gmail.com
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOODINGTON SUBDIVISION
AS SHOWN ON SURVEY ENTITLED
WOODINGTON

DATED April 4, 1989, AND
RECORDED IN THE R.M.C OFFICE FOR
GREENVILLE COUNTY, SOUTH CAROLINA,
IN PLAT BOOK 17-E, AT PAGE 56

FILED
GREENVILLE CO. S.C.
SEP 22 11 10 AM '89
BOHNE S. TANKERSLEY
R.M.C.

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

W I T N E S S E T H:

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

See Exhibit A attached.

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

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

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

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

ARTICLE I: USES PERMITTED AND PROHIBITED

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

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

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

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

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

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

ARTICLE II: EASEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

(2) No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

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

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

- a) front, rear and side elevations;

- b) floor plan;
- c) the area of heated floor space;
- d) exterior building material to include manufacturer, color and texture;
- e) exterior trim color;
- f) roofing material and color;
- g) site plan (optional);
- h) estimated completion dates of all construction and improvements;
- i) special treatment required to alleviate problems anticipated due to changes in topography.

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

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

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

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

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

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

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

ARTICLE V: ASSOCIATION OF OWNERS

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

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

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

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

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

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

(6) If any dues or assessments are not paid when due, then such dues or assessments shall become delinquent and shall (together with interest thereon at the rate of Ten (10%) percent per annum from the due date and the cost of collection as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The amount of any such dues or assessments, together with reasonable attorney fees as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. In the case of co-ownership, all such co-owners shall be jointly and severally liable for the entire amount of the dues or assessments.

If the assessment or dues are not paid within thirty (30) days after the due date, the Homeowners Association may bring an action at law against the owner or owners personally obligated to pay the same or to foreclose the lien against the

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

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

ARTICLE VI: MISCELLANEOUS

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this the 19 day of September, 1989.

In the presence of:

TANNER ROAD PROPERTIES
a South Carolina General
Partnership

BY: THE WILSON REAL ESTATE
DEVELOPMENT AND MARKETING
COMPANY, INC. (SEAL)

General Partner

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

Thomas D. Lutz
Kathy Cheatham

BY: WESTBURY COMPANY (SEAL)

General Partner

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

Thomas D. Lutz
Kathy Cheatham

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

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

Thomas D. Lutz

SWORN to before me this

19 day of September, 1989.

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

(CONTINUED ON NEXT PAGE)
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EXHIBIT A

All that certain piece, parcel or tract of land in the County of Greenville,
State of South Carolina, located on the east side of Tanner Road, containing
27.35 acres as shown on plat prepared by Freeland-Clinkscales and Assoc.
April 5, 1989 recorded Sept. 19, 1989 in plat book 17-E page 56 of the
RMC Office for Greenville County, S. C., reference to which plat is made
for a more complete description.

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

42734

RECORDED SEP 22 1989 11:10AM

BY-LAWS OF WOODINGTON HOMEOWNERS ASSOCIATION, INC.

Revision 3 15 August 2012 - Articles 1 thru 20

ARTICLE 1 - NAME AND LOCATION

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

ARTICLE II - PURPOSE

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

ARTICLE III - DEFINITIONS

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

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

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

ARTICLE IV - MEETINGS OF MEMBERS

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

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

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



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

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

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

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

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

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

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

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

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

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

ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII - MEETINGS OF DIRECTORS

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

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

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

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

ARTICLE VIII - POWERS AND DUTIES OF BOARD OF DIRECTORS

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

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

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

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

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

ARTICLE IX - OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

- a. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal, shall sign all written instruments and shall co-sign all checks and promissory notes except when these functions are to be performed by an association management company. The President shall serve as the Board Liaison with the management company, if a contract is established for this service.
- b. **VICE PRESIDENT:** The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- c. **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; and keep appropriate current records showing the Members of the Association together with their addresses. These responsibilities may be delegated to an association management company. The Secretary shall perform such other duties as required by the Board.
- d. **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; and keep proper books of account, except when a management company is under contract to provide these services. When a management company performs these services, the Treasurer shall monitor the receipt and disbursement of moneys by reviewing financial statements provided by the management company. The Treasurer shall prepare an annual budget or review and modify as necessary a budget prepared by an association management company, when used. A Balance Sheet and a Statement of Income and Expenditures shall be prepared by either the Treasurer or a management company for presentation to the membership at its regular annual meeting.

ARTICLE X - EXPENDITURE OF FUNDS

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

when this service is under contract.

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

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

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

ARTICLE XI - MEMBERS

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

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

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

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

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

ARTICLE XII - DUES AND ASSESSMENTS

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

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

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

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

ARTICLE XIII - SUSPENSION OR REVOCATION OF MEMBERSHIP

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

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

ARTICLE XIV - COMMITTEES

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

ARTICLE XV - BOOKS AND RECORDS

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

ARTICLE XVI - CORPORATE SEAL

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

ARTICLE XVII - AMENDMENTS AND VOTING

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

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

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

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

ARTICLE XVIII - DISSOLUTION

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

ARTICLE XIX - MISCELLANEOUS

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

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

ARTICLE XX - INDEMNIFICATION

Section 1 - INDEMNIFICATION OF DIRECTORS AND OFFICERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT MCDC.7 - McCabe Invoice as of 7/13/2018



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

Invoice as of 7/13/2018
Invoice no 69210

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

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

Professional	Hours	Rate	Amount
10/09/2017 E	1.20	175.00	210.00
10/12/2017 E	0.10	175.00	17.50
10/13/2017	0.40	175.00	70.00
10/16/2017	0.20	125.00	25.00
10/25/2017	0.30	175.00	52.50
10/27/2017	1.40	175.00	245.00

Pages 2 - 29 were excerpted from the 31 pages filed on 05/21/2019
as an exhibit for Case 2019-CP-23-01501

	P.C.		
	ON LAW		
06/27/2018 EC	0.10	275.00	27.50
06/28/2018 DE	0.10	125.00	12.50
06/28/2018 EC	0.10	275.00	27.50
06/29/2018 EC	0.20	275.00	55.00
	Fees:		<u>\$52,860.00</u>

Victoria Cockfield	1.60 hours at \$125.00/hr	200.00
Joel Deason	1.30 hours at \$175.00/hr	227.50
Valerie Giovanoli	2.20 hours at \$175.00/hr	385.00
Ely Grote	287.60 hours at \$175.00/hr	50,330.00
Ely Grote	0.40 hours at \$275.00/hr	110.00
Ryan McCabe	0.80 hours at \$275.00/hr	220.00
Deanne Peele	10.40 hours at \$125.00/hr	1,300.00
John Roberts	0.50 hours at \$125.00/hr	62.50
Hayley Simmons	0.20 hours at \$125.00/hr	25.00
Total hours:	<u>305.00</u>	

Expenses	Units	Price	Amount
02/20/2018 POSTAGE.	1.00	2.89	2.89
04/04/2018 POSTAGE.	1.00	0.47	0.47
04/06/2018 POSTAGE.	1.00	20.01	20.01
04/30/2018 POSTAGE.	1.00	0.47	0.47
11/06/2017 E-Filing Fee.	1.00	31.74	31.74
11/06/2017 E-Filing Fee.	1.00	31.74	31.74
11/06/2017 E-Filing Fee.	1.00	31.74	31.74
12/12/2017 Mediation Cost.	1.00	250.00	250.00
12/15/2017 Travel to/from office for: meeting/hearing/mediation.	1.00	103.79	103.79
12/19/2017 E-Filing Fee.	1.00	31.74	31.74
12/19/2017 E-Filing Fee.	1.00	31.74	31.74

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

04/12/2018	Travel to/from office for: meeting/hearing/mediation.	1.00	127.53	127.53
04/18/2018	Witness Fee.	1.00	35.90	35.90
04/18/2018	Witness Fee.	1.00	36.12	36.12
04/18/2018	Witness Fee.	1.00	35.90	35.90
04/18/2018	Witness Fee.	1.00	36.12	36.12
04/19/2018	Witness Fee.	1.00	(36.12)	(36.12)
04/19/2018	Witness Fee.	1.00	(36.12)	(36.12)
04/27/2018		1.00	14.59	14.59
05/14/2018	Transcripts.	1.00	74.25	74.25
Sub-total Expenses:			<u>\$824.50</u>	
Total Current Billing:			<u>\$53,684.50</u>	
Previous Balance Due:			\$0.00	
Total Payments:			<u>\$0.00</u>	
Total Now Due:			<u>\$53,684.50</u>	

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

Due by Friday, November 9th

EXHIBIT DEX.7 - Ballot 1 [Indemnify the Board] on 11/09/18

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

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

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

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

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

EXHIBIT DEX.11 - SC Code 33-31-140: Individual names are irrelevant

SECTION 33-31-140. Definitions.

Unless the context otherwise requires;

(3) "Board" or "board of directors" means the individual or individuals vested with overall management of the affairs of the domestic or foreign corporation, **irrespective of the name by which the individual or individuals are designated**, except that no individual or group of individuals is the board of directors because of powers delegated to that individual or group pursuant to Section 33-31-801(c).

1 There were no witnesses.

2 There were no exhibits.

3
4 . » > o < «

5 Certificate of Reporter 29

1 THE COURT: All right, this is case number
2 2019-CP-23-00269, you have a couple of claims, so
3 I'll be happy to hear from you in whatever order you
4 think is appropriate.

5 MS. O'BRIAN: Good morning, Your Honor, my name
6 is Emily O'Brian, I represent the Defendants in this
7 matter and we're the ones that brought the motion for
8 summary judgment.

9 THE COURT: Good morning.

10 MS. O'BRIAN: The Plaintiff is not entitled to
11 the information he is requested in this case --

12 MR. WEDLAKE: Your Honor, if I may, I have a
13 interested party that came with me today. May he sit
14 at the table? I called your office and was told to
15 ask you here in court.

16 THE COURT: Yes, sir, you want to sit up here?

17 UNIDENTIFIED MAN: If that's all right with you,
18 Your Honor.

19 THE COURT: I don't have an issue with that. I
20 presume you went through security and they scanned
21 you for guns and knives and other weapons right?

22 UNIDENTIFIED MAN: Is that all right with you?

23 MS. O'BRIAN: Yes, Your Honor, we just ask to
24 clarify whether is now represented by counsel or if
25 he is still pro se.

1 UNIDENTIFIED MAN: He is still pro se.

2 THE COURT: Yes, sir. I think he introduced you
3 as a interested party. And your name, sir?

4 UNIDENTIFIED MAN: I have represented
5 Mr. Wedlake in the past on several matters. And it's
6 a case that has relevance to other issues that I'm
7 working with him--

8 THE COURT: Sure --

9 UNIDENTIFIED MAN: -- regarding owner
10 association.

11 THE COURT: Sure. And if you would just state
12 your name for the record, please.

13 UNIDENTIFIED MAN: Grant Gibson, Your Honor.

14 THE COURT: Okay, Mr. Gibson, good, thank you.

15 MR. GIBSON: Thank you, Your Honor.

16 THE COURT: Okay, Ms. O'Brian, I'll be happy to
17 hear from.

18 MS. O'BRIAN: Yes, Your Honor. As I was saying,
19 Your Honor, this is a motion for summary judgment
20 that was filed by the Defendants in this action.
21 It's a declaratory judgment action brought by
22 Mr. Wedlake. And he's asking for the list, as he
23 describes it, which is a list of homeowners who in a
24 November 2018 ballot, did not return that ballot.
25 And so, he's looking for the names of those

1 individuals that did not turn in their ballots in
2 that November 2018 voting.

3 And has claimed that he's entitled to that under
4 the South Carolina Nonprofit Corporation Act.
5 Nothing in the act entitles him to that. And he's
6 even acknowledged that in his complaint that nothing
7 in the Nonprofit Corporation Act entitles him to the
8 list. And so for that reason, we move for summary
9 judgment.

10 To give a little bit more detail for, Your
11 Honor, again as background, in November of 2018 there
12 was a ballot that was sent out to all members of the
13 Woodington HOA. It was regarding certain fees and
14 assessments. Particularly, legal fees and
15 assessments related to another lawsuit with
16 Mr. Wedlake. He has filed multiple lawsuits against
17 board members of the HOA. The HOA bylaws, and as
18 clearly stated on the ballot, state that if a
19 homeowner does not return their ballot, they're
20 authorizing the board to vote as their proxy.

21 In this case, the board voted for the resolution
22 to pass for the fees to be assessed to the
23 homeowners. And Plaintiff, quite frankly, wants to
24 know who didn't turn in their ballots and who voted
25 for these assessments. As he states, even in his

1 complaint under his alleged proper purposes in
2 Paragraph 30 in his complaint. Your Honor, he's
3 seeking that information under the Nonprofit
4 Corporation Act. And as we set forth in our motion,
5 nothing under the act entitles Mr. Wedlake to this
6 list that he's seeking.

7 The Nonprofit Corporation Act goes through very
8 specific lists of what corporations are required to
9 maintain. And then what members of those
10 corporations, those nonprofit corporations, are
11 entitled to inspect or copy. Nothing in what is
12 enumerated under the act provides Mr. Wedlake with an
13 entitlement to the list. And we've stepped through
14 each and every provision of that act in our
15 memorandum.

16 And, Your Honor, regardless of the merits,
17 they're looking as a matter of law whether
18 Mr. Wedlake is entitled to the list under the
19 Nonprofit Corporation Act. Which, again, we maintain
20 he's not. Regardless of that, the board members are
21 immune from suit under the Nonprofit Corporation Act.
22 So, for that reason alone, the suit cannot stand.

23 Further, as a practical matter, all but one of
24 the named Defendants are no longer on the board for
25 the Woodington HOA, and they have no authority to

1 produce the information Mr. Wedlake has requested.
2 And so, the very least, Your Honor, those should be
3 dismissed from this lawsuit as they're no longer
4 involved. .

5 As Your Honor will see in looking at our
6 memorandum as well, we've also moved for summary
7 judgment on our counterclaims. We brought
8 counterclaims under the Frivolous Claims Act for
9 actions by Mr. Wedlake in bringing this lawsuit, and
10 then through his continued actions through the
11 discovery process. As mentioned, in his compliant in
12 Paragraph 23, Mr. Wedlake acknowledges that nothing
13 under the act entitles him to the list or these other
14 documents.

15 Mr. Wedlake still brought the lawsuit. He then
16 moved for summary judgment. Two days after moving
17 for summary judgment and claiming that as a matter of
18 law that he was entitled to relief, he provided
19 discovery that we then had to answer. He moved to
20 compel discovery when he did not like the responses
21 that we gave him. We were forced to respond to the
22 motion to compel discovery, as well as the
23 outstanding motion for summary judgment that he had
24 at the same time as the discovery requests were
25 pending.

1 Then in the meantime, while this motion for
2 summary judgment has been pending, Your Honor,
3 Mr. Wedlake has abused the discovery process. He
4 sent out letters to the homeowners of the Woodington
5 HOA asking for confidential information about their
6 votes. He used Judge Kinlaw's words from a prior
7 hearing, misquoted them and asserted that homeowners
8 were court ordered to answer Plaintiff's requests.
9 He sought to influence witness testimony by giving
10 them two options of verifications or affidavits to
11 fill out and return. And these were false binary
12 that he gave them options that they returned their
13 ballot or they did not return their ballot in the
14 November 2018 election and did not intend for the
15 board to vote as their proxy.

16 He did not give them the option of they didn't
17 turn in their ballot and they intended for the board
18 to vote in their proxy. Among other options that may
19 also be out there. So, he sought to influence
20 witness testimony in that manner and he threatened
21 homeowners if they did not respond to his letter. He
22 then sent out a second letter after a hearing was
23 scheduled for our motion for injunction to prevent
24 him from abusing the discovery process and using
25 court authority in that manner. He sent out another

1 letter, again, using false authority of the court in
2 Judge Kinlaw's words to try to influence homeowners
3 to respond and to give him this information.

4 So, Your Honor, due to the fact that it's clear
5 under the law, as a matter of law, that he is not
6 entitled to the relief which he is requested in this
7 lawsuit, that he himself, Mr. Wedlake, knew that he
8 wasn't entitled to this kind of information. Still
9 brought the lawsuit and then has tried to sue the
10 discovery process to try to get information he wants.
11 Even when he's not entitled to it. And to abuse and
12 to threaten homeowners in a way through this process.
13 We would ask for summary judgment both against
14 Mr. Wedlake on his claims that he's brought against
15 the Defendants in this matter as well as summary
16 judgment on your own counterclaims against
17 Mr. Wedlake.

18 THE COURT: Okay, thank you very much. I
19 appreciate it.

20 MS. O'BRIAN: Yes, Your Honor.

21 THE COURT: Mr. Wedlake, I'll be happy to hear
22 from you, sir.

23 MR. WEDLAKE: Your Honor, as I said in a hearing
24 with Judge Kinlaw, you know, there's very creative
25 misrepresentation of the truth of the matter here.

1 Basically, much of what has been just aired before
2 this court simply is not true. Exaggerations of
3 situations, utter, total misrepresentation facts.
4 But I have prepared some comments of my rebuttable
5 then of their memorandum in support of motion for
6 summary judgment, which I refer to as a memo in the
7 comments that follow. And I don't intend to try to
8 answer verbally all of the stuff that was just put in
9 front of you because I think a lot of it is really
10 irrelevant to this hearing.

11 However, there were various points made about
12 the Nonprofit Corporation Act, which is the very
13 issue that has been brought to this court here where
14 there is a direct dispute of the meaning of the law
15 and it entitles me to have. Now, I understand that
16 the Defendants apply a different standard for what
17 they find proper and acceptable as social norms and
18 etiquette. But I find their perspective relative to
19 law and relative to correct interpretation of law is
20 lacking. The Defendants request for summary judgment
21 may be appropriate to bring to a, quote, school of
22 dance and etiquette, end quote.

23 However, for all reasons as follows, I petition
24 this court to act, indeed, as a court of law and not
25 as a school of dance and etiquette. And therefore,

1 petitions this court to recognize summary judgment
2 for Defendants must be denied.

3 THE COURT: Okay. Let me ask you a couple of
4 questions.

5 First of all, Ms. O'Brian, you said y'all have a
6 counterclaim for a frivolous lawsuit?

7 MS. O'BRIAN: Yes, sir, Your Honor.

8 THE COURT: Did you file an amended answer and
9 counterclaim?

10 MS. O'BRIAN: Yes, sir, Your Honor, we did. We
11 filed a motion to amend our answer and add the
12 counterclaims.

13 THE COURT: Yes, ma'am.

14 MS. O'BRIAN: Because through the discovery
15 process it became clear that not only did he know
16 that there wasn't a basis for this but he was abusing
17 the legal process to gain other information.

18 THE COURT: Okay. So, let's see, that was ruled
19 on on July 26th; is that correct? And you added that
20 counterclaim?

21 MS. O'BRIAN: That's -- I believe it was a
22 little bit later than that, Your Honor.

23 THE COURT: Okay.

24 MS. O'BRIAN: I believe it was about a month
25 ago. I apologize, I don't have that date in front of

1 me.

2 THE COURT: That's all right, I'm just trying to
3 find it.

4 MR. WEDLAKE: There again, Your Honor, a
5 statement has been made abusing the legal process. I
6 absolutely disagree and dispute such statement. May
7 I continue then, Your Honor?

8 THE COURT: Sure, yes, sir. Absolutely, go
9 ahead.

10 MR. WEDLAKE: Contrary to the Defendants
11 misstatements, all Plaintiffs actions and claims to
12 date were brought legitimately before the court for
13 the purposes to bring improvements to Woodington
14 Homeowners Association, which I will refer to as
15 WHOA. To bring benefits to its members to restore
16 proper governments by the board of directors within
17 WHOA. And to require Defendants to act in compliance
18 with bylaws, as well as South Carolina law.
19 Specifically, in violation of the bylaws, the
20 Defendants ignore their duty to fill two remaining
21 vacancies on the board. As you might glean, Your
22 Honor, I am still trying to improve board governments
23 for the benefit of WHOA members.

24 THE COURT: Mr. Wedlake, let me ask you this,
25 why have you sued the individuals as opposed to the

1 homeowners association?

2 MR. WEDLAKE: I am a member of the association,
3 Your Honor, and I have no intent to cause damage to
4 the members of the association is why the individual
5 board members have been cited.

6 THE COURT: Okay, tell me your legal basis for
7 suing the individuals. What's their individual
8 liability? If they're members of the board of
9 directors of a incorporated entity, how is it that
10 they individually are liable? Particularly, inasmuch
11 as they're no longer members of the board of
12 directors.

13 MR. WEDLAKE: I'll address that later. Several
14 have resigned from the board but the Defendant Koshis
15 still represents the board entity. Now, the simple
16 facts of the matter are the members of the board of
17 the homeowners association are the governing body and
18 they should be held to standards. And particularly,
19 as I've just cited here, when they violate the bylaws
20 and also South Carolina law, that gives me a legal
21 claim against them, in my opinion. Did that answer
22 your question then?

23 THE COURT: It did, Mr. Wedlake. It told me
24 that you don't really have a legal basis for
25 including the individuals. You offered an opinion

1 but you didn't offer me any legal basis.

2 MR. WEDLAKE: They are the governing body of the
3 association and are responsible for actions taken by
4 the association. Am, I mistaken on that count, Your
5 Honor?

6 THE COURT: Well, let's just say hypothetically
7 that you went to the gas station and you bought gas
8 from Exxon. And you found out that that gas wasn't
9 pure and it caused harm to your engine. Could you
10 then sue the members to the board of Exxon
11 corporation? Or would you bring that suit against
12 Exxon?

13 MR. WEDLAKE: I guess I'm not following the
14 analogy.

15 THE COURT: Well, I'm sorry you're not. I
16 suspect you're being obtuse in that regard. The
17 question is, under what theory of law are you allowed
18 to sue the members of the board of directors of the
19 homeowners association?

20 MR. WEDLAKE: Again, Your Honor, this action is
21 a simple declaratory judgment action seeking a
22 resolution of a question of law. I specifically
23 stated in my compliant that only nominal damages,
24 which to me means one dollar in damages--

25 THE COURT: I saw that, yes, sir.

1 MR. WEDLAKE: -- were being sought. So really,
2 Your Honor, nobody has -- is being sued in that
3 respect. I am not seeking punitive damages. I am
4 just seeking resolution of a question of law, which I
5 believe is an appropriate question to ask the court
6 to interpret disputed aspects of the law.

7 THE COURT: I don't disagree with that,
8 necessarily. But the question, again, is if you're
9 going to bring a declaratory judgment action,
10 shouldn't you be required under the law to bring it
11 against the appropriate Defendant? Which is the
12 homeowner association itself?

13 MR. WEDLAKE: I don't believe, again, as a
14 member of the association that it is my desire to
15 cite the association as the responsible entity and
16 bring damage to the members of the association. I
17 think it is proper and fitting to cite those who are
18 responsible for the improper action.

19 THE COURT: Okay. All right. Good enough. All
20 right, Mr. Wedlake, do you have anything additional
21 you'd like to tell me, sir?

22 MR. WEDLAKE: The thing I've cited now in my
23 complaint, as supported by affidavits and exhibits, I
24 believe the court has given discretion to affirm my
25 request for information. Under the Nonprofit

1 Corporation Act sections 33-31-1602(d)(1) and (d)(2) .

2 Primarily, because I am a litigant and I have the
3 same rights, I have the rights according to the law
4 to the same extent as any other litigant. I believe
5 the Defendants mistakenly interpret Section D
6 statement. This section does not effect with the
7 presumption that the word Grant should be substituted
8 for the word Effect. Where I dispute this
9 presumption.

10 The Defendants completely ignore item (d)(2) of
11 the act which says, The power of the court,
12 independently of this chapter to compel the
13 production of corporate records for examination,
14 which clearly shows the true, quote, legislative
15 intent, end quote, of the Nonprofit Corporation Act.

16 And as spelled out in my verified complaint,
17 it's affidavits and exhibits in support. The
18 legislature inserted a provision in the South
19 Carolina Nonprofit Corporation Act, giving a judge
20 discretion to compel information, even though it may
21 not specifically appear in the Nonprofit Corporation
22 Act as required to be provided. Plaintiff asks the
23 court to consider compelling my requested information
24 in its discretion pursuant to that statute. Very
25 simply, indeed a reason to have a court weigh in.

1 What started out as multiple simple requests for
2 information, led to my request for declaratory
3 judgment, a very simple matter of law for a judge to
4 decide. However, the Defendants desire to fight has
5 led to unnecessary conflict in my appearance here
6 today. That quote, The court's favored declaratory
7 judgment actions, end quote, is an established legal
8 precedent. Benefits will accrue to Plaintiff as to
9 WHOA and to the Defendants if they are prohibited
10 from withholding information that would aide in
11 bringing improvements to WHOA and benefits to its
12 members.

13 If the merits of my case are ignored, all boards
14 will feel empowered to withhold all information,
15 which will cause a festering of unrest and
16 disagreement within WHOA, with no resulting benefits
17 to any parties. Naked claims brought by memo may be
18 considered hearsay, as they are unsupported and also
19 irrelevant, which makes them inadmissible pursuant to
20 Rule 402 SCRCF.

21 Plaintiff contends that no homeowner opted to
22 allow the board to vote for them by proxy. And
23 challenges the Defendants to show the court even one
24 single sign, authorization, proxy statement from any
25 member. The court is asked to recognize Rule 8(f)

1 SCRCP(f) .

2 Construction of pleadings. All pleadings shall
3 be so construed as to do substantial justice to all
4 parties. And not to be misled by Defendants
5 opposition of improper etiquette. Defendants
6 documents show an abundance of genuine issues of
7 material fact. Far more than any scintilla required
8 to withstand summary judgment.

9 Defendants request for summary judgment is
10 premature to date, no mediation and limited
11 discovery. A prior case was recently settled as a
12 result of mediation. For it to be pushed further
13 into the future upon Defendants request should be
14 denied. Defense counsel ignored my attempts to get
15 mediation early, resisting my desire for mediation to
16 lead to settlement. Once again, Defendant Charles
17 Koshis, has full capability to provide Plaintiff's
18 requested information.

19 Transparency exhibited by a board is important,
20 which was denied to WHOA members by Defendants.
21 Withheld publishing their meetings schedule,
22 communicated no meeting agendas. Nor were minutes
23 made available for several recent meetings where such
24 malpractice continued after election of 2019 board.

25 THE COURT: Mr. Wedlake, are you reading from a
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1 document?

2 MR. WEDLAKE: These are my prepared statements
3 that I brought to bring to this court today, Your
4 Honor.

5 THE COURT: Would like to just admit that as a
6 Court's Exhibit as opposed to reading it into the
7 record? I can certainly read it.

8 MR. WEDLAKE: I am done. However, before I
9 enter my conclusion, would you allow Mr. Gibson to
10 comment?

11 THE COURT: No, sir. Not unless Mr. Gibson is
12 the attorney of record.

13 MR. WEDLAKE: All right.

14 THE COURT: And no offense to Mr. Gibson. As a
15 personal matter, I would love to hear from him. But
16 I think it's inappropriate under the circumstances --

17 MR. WEDLAKE: Very good, sir.

18 THE COURT: -- from a legal perspective.

19 MR. WEDLAKE: And in conclusion, Plaintiff prays
20 that the Court recognize all hearsay as irrelevant
21 and to ignore it. And ask to deny the Defendants
22 motion for summary judgment. And I ask the Court if
23 there may be questions or further discussions as
24 related to his memorandum in opposition. May be
25 desired and as you're aware, several documents have

1 been filed in the court.

2 THE COURT: Let me ask you a question, is this a
3 not for profit corporation as contemplated under the
4 law?

5 MR. WEDLAKE: Yes, it is.

6 THE COURT: Okay. Good enough. Thank you,
7 Mr. Wedlake, I appreciate it, sir.

8 Ms. O'Brian, is there anything you'd like to
9 tell me?

10 MS. O'BRIAN: Nothing further, Your Honor.
11 Unless you have any specific questions, I'm certainly
12 glad to answer.

13 THE COURT: No. You know, I am --

14 Mr. Wedlake, in listening to you, you know, you
15 make several very meritorious and valid propositions
16 of law. Some of which are relevant to what we're
17 doing here today and some of which are not. But at a
18 threshold, in the institution of this suit, I don't
19 think you named the appropriate defendants. And I'll
20 read from Section 33-31-834.

21 All directors, trustees or members of the
22 governing body for not for profit cooperative
23 corporations of associations and organizations, are
24 immune from suit arising from the conduct of the
25 affairs of these cooperatives, corporations,

1 associations or organizations. This immunity from
2 suit is removed when the conduct amounts to willful,
3 wanton or gross negligence.

4 Now, in your compliant, and I've read your
5 compliant, I don't see allegations of willful, wanton
6 or gross negligence in this case that applies to the
7 individuals named as defendants in this case. Also,
8 the conduct that you describe, clearly is not
9 willful, wanton or gross negligence. The conduct
10 that you described is a disagreement with respect to
11 the interpretation of the statutory law governing the
12 board of directors of a not for profit corporation.
13 You know, whether or not you would have standing to
14 sue or you would have a judicable cause of action
15 against the homeowners association, is a question for
16 another day. But I think ab initio, you are not
17 allowed to sue the board of directors individually
18 under the enumerated or articulated causes of action.

19 So, what I'm going to do, respectfully, is grant
20 the motion for summary judgment based on the fact
21 that the Defendants are immune from prosecution under
22 33-31-834. And there's been no allegation of
23 willful, wanton conduct or gross negligence. With
24 respect to the frivolous sanctions lawsuit, I'm going
25 to deny that motion. If you want to pursue that

1 cause of action or you want to pursue that with the
2 court, then you can ask for, I think, appropriately
3 under that statutory provision it would be a question
4 for the court, not for a jury. And you can proceed
5 in a evidentiary hearing or in a motion before the
6 court.

7 But I will tell you, and I don't know what else
8 is outstanding between all these respective parties,
9 so long as you keep that dangling chad opened, you
10 probably remain, also, subject to Mr. Wedlake's
11 continuing discovery requests. So, you may be better
12 served to just drop that and dismiss the lawsuit all
13 together and walk away. Now, that's entirely up to
14 you and I'm not giving you advice because, obviously,
15 I'm not much of a lawyer because I failed and had to
16 get government work. But you might consider that,
17 okay.

18 So, Ms. O'Brian, if you'd send me a proposed
19 order. If you would send it in Word format, via
20 email, copy Mr. Wedlake on that as well so he can
21 look at it before I have the opportunity execute it.

22 MS. O'BRIAN: Yes, sir, Your Honor.

23 THE COURT: Yes, sir, Mr. Wedlake.

24 MR. WEDLAKE: If I may, Your Honor, is it not
25 customary for them to submit to me their proposed

1 order so that we might agree on the content of the
2 order?

3 THE COURT: That's what I just asked her to do.
4 Under the rules it's appropriate that you see a copy
5 of it. Now, that can be contemporaneous with them
6 sending it to me. And I'll wait until you had the
7 opportunity to look at it. And you can make comments
8 as well on that order. Ultimately, there need not be
9 an agreement. Ultimately, it's going to be my order.
10 And if y'all do have a disagreement about the
11 verbiage in the order, then y'all can send me an
12 email and say, hey, I don't like this and I don't
13 like this. I don't think that's what you said, I
14 think you actually said this. And I'll amend it as
15 appropriate. And I'll adjudicated that -- any
16 dispute that may arise with respect to the order as
17 well. But I definitely will not sign it until you've
18 had the opportunity to look at it and comment on it,
19 okay.

20 MR. WEDLAKE: So, historically, that did not
21 happen in the past because Campbell/Teague had taken
22 the approach that I had no standing to review or
23 comment on the order. So, thank you, Your Honor.

24 THE COURT: Okay. Yes, sir.

25 MR. WEDLAKE: That we will agree on the contents

1 of the order.

2 THE COURT: Yes, sir.

3 MR. WEDLAKE: But I'd like to just be clear,
4 Your Honor, the declaratory judgment nature of my
5 case, just to interpret the law, has that gone by the
6 boards then with your judgment?

7 THE COURT: Yes, sir. And the reason is because
8 simply because it's characterized as a declaratory
9 judgment action, doesn't effect who may be named as
10 an appropriate party in the lawsuit. So, even if
11 it's a declaratory judgment action. If it's a
12 misappropriation action. If it's a -- if it's
13 shareholders derivative suit. In any of those
14 actions you still need to name the proper party.
15 Once you name the proper party, then you may be in a
16 position to adjudicate the underlining issues.

17 But again, under 33-31-834, those directors are
18 immune. And there is a very, very strong historical
19 public policy in favor of that proposition of law.
20 And it's a public policy that adheres to the benefit
21 of all of us collectively. Because what's the
22 benefit of forming a corporation or an association if
23 you can't enjoy the privileges of that association?
24 Which are, in large measure, immunity from liability
25 from a lawsuit. If that is stripped away, just

1 because the nature of the lawsuit and nothing more,
2 then there's really no benefit to forming those
3 corporations in the first place. So, appreciate, if
4 you will, the public policy behind that law. It's
5 good public policy, it really is. And we're all
6 lucky to have it. Because it helps churn the wheels
7 of our economy. All right. Thank you, sir, I
8 appreciate it.

9 MS. O'BRIAN: Your Honor, may I ask one
10 clarification question --

11 THE COURT: Sure.

12 MS. O'BRIAN: -- as I anticipate this could
13 become an issue. When we were just talking about
14 sending in a proposed order, you said that it was
15 okay for us to send it to you at the same time as
16 Mr. Wedlake as long as he is copied.

17 THE COURT: That's right.

18 MS. O'BRIAN: We do not have to reach an
19 agreement before it is sent to you?

20 THE COURT: No, ma'am. And what will happen is
21 you just tell me -- you have him in the cc line, so
22 by copy of this email, I copied Mr. Wedlake.

23 And, Mr. Wedlake, what I'll do is I'll just sit
24 on it for a couple of days. I would like for you to
25 acknowledge receipt and say I'd like two days, three

1 days, four days to review this order before you
2 execute. Okay? So, I'll know what I'm waiting for.
3 And I'll know what my timing is, okay.

4 MS. O'BRIAN: Thank you for that clarification,
5 Your Honor.

6 THE COURT: Yes, ma'am. Okay.

7 All right, good luck to y'all.

8 MR. WEDLAKE: Now, Your Honor, I'm not familiar
9 with the court reporter today but I would like to
10 request a transcript.

11 THE COURT: Okay.

12 MR. WEDLAKE: And there is another motion that I
13 had put in for dismissal of their counterclaims,
14 which was the subject of this hearing today.

15 THE COURT: Okay. And that was for the
16 frivolous sanctions, correct?

17 MR. GIBSON: Yes.

18 THE COURT: Okay. And I read that and what I've
19 done is I know that they made a motion for summary
20 judgment to have that granted, you had a motion to
21 have it dismissed. I'm going to deny both of those.
22 And that can be the subject of a subsequent hearing
23 or a lawsuit. But you heard me, Mr. Wedlake, suggest
24 that, perhaps, the Defendants should withdraw that in
25 any event. So there won't be any additional issues

1 related to this. But again, that's all within their
2 discretion.

3 MR. WEDLAKE: Now, am I confused, Your Honor, my
4 motion is to dismiss their counterclaim so that you
5 said you have covered it by that suggestion you just
6 aired?

7 THE COURT: I covered it by denying, it. Okay.
8 I've read your memorandum. I've heard your arguments
9 herefore this morning. I understand what the issues
10 are one to the other. I don't think that we're in a
11 position at this point, that I am armed with all of
12 the information to make a determination as to whether
13 fees and costs should be awarded for a frivolous
14 proceeding. I also don't think that I am armed with
15 the appropriate information to determine whether it
16 should be dismissed. I do know that as a consequence
17 of having filed the case inappropriately, there would
18 be some evidence to support that it was a frivolous
19 proceeding. However, based on that and that alone, I
20 don't think any court would grant frivolous -- grant
21 a frivolous lawsuit on that basis. There would have
22 to be more. But in any event, I think it's a
23 outstanding issue and I'm not prepared to grant that
24 summarily this morning. Okay.

25 MR. WEDLAKE: Yes. Now, just to be clear, for
 Record On Appeal of Appellant Page 286 of 374

1 the record though, Your Honor, in my notion to
2 dismiss counterclaims, I petitioned the court to
3 apply Rule 40 to an order a separate trial, that
4 their counterclaims will be renamed.

5 THE COURT: Well, in that, as a practical
6 matter, is what would happen. Now, just like I was
7 telling Ms. O'Brian, I don't think there's a right to
8 a jury trial. And generally speaking, under the
9 Frivolous Sanctions Act there is not a trial on the
10 merits. Generally, there's a hearing and/or motion.
11 Y'all have to work that out if and when that ever
12 happens. Okay. And you'll have to talk to the judge
13 who is hearing it. I presume it would probably be
14 put on a non-jury trial docket. And y'all would come
15 before the court and it would proceed in whatever
16 fashion you collectively agree on and the judge
17 agrees on as well. That remains to be seen. Okay.

18 Good luck to you. Y'all have a great day. And
19 a great week.

20 MR. GIBSON: Thank you, Your Honor.

21 (WHEREUPON, the proceedings were concluded.)
22
23
24
25

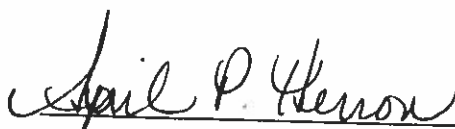
CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

I, APRIL P. HERRON, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Greenville County, South Carolina, on the 28th day of October, 2019.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

December 12, 2019



APRIL P. HERRON, Court Reporter

EXHIBIT 4 - Home Values Have Appreciated Within Woodington

Address:	205 Woodington Drive	Ordered per "Date of Sale"
% Appreciation:	+ 50 %	
Sale Proceeds:	\$ 245,000	
Date of Sale:	March 2020	
Cost to Buyer:	\$ 163,000	
Date Acquired:	March 1994	
Address:	604 Creekview Drive	
% Appreciation:	+ 130 %	
Sale Proceeds:	\$ 269,900	
Date of Sale:	March 2020	
Cost to Buyer:	\$1,411,161.58 (12 parcels @ ~ \$117,600)	
Date Acquired:	September 2019	
Address:	10 Southfield Drive	
% Appreciation:	+ 1189 %	
Sale Proceeds:	\$ 245,000	
Date of Sale:	February 2020	
Cost to Buyer:	\$ 19,000	
Date Acquired:	September 1990	
Address:	14 Southfield Drive	
% Appreciation:	+ 797 %	
Sale Proceeds:	\$ 309,000	
Date of Sale:	December 2019	
Cost to Buyer:	\$ 34,450	
Date Acquired:	August 1994	
Address:	302 Woodington Drive	
% Appreciation:	+ 29 %	
Sale Proceeds:	\$ 241,500	
Date of Sale:	December 2019	
Cost to Buyer:	\$ 187,500	
Date Acquired:	June 2006	
Address:	702 Creekview Drive	
% Appreciation:	+ 49 %	
Sale Proceeds:	\$ 259,900	
Date of Sale:	September 2019	
Cost to Buyer:	\$ 174,000	
Date Acquired:	March 2005	
Address:	601 Creekview Drive	
% Appreciation:	+ 14 %	
Sale Proceeds:	\$ 314,000	
Date of Sale:	August 2019	
Cost to Buyer:	\$ 275,000	
Date Acquired:	January 2018	

Address: 105 Woodington Drive
% Appreciation: + 15 %
Sale Proceeds: \$ 261,000
Date of Sale: August 2019
Cost to Buyer: \$ 227,000
Date Acquired: July 2015

Address: 16 Southfield Drive
% Appreciation: + 11 %
Sale Proceeds: \$ 250,000
Date of Sale: April 2019
Cost to Buyer: \$ 225,000
Date Acquired: August 2008

Address: 4 Claire Lane
% Appreciation: + 76 %
Sale Proceeds: \$ 275,000
Date of Sale: March 2019
Cost to Buyer: \$ 156,000
Date Acquired: June 2001

Address: 603 Creekview Drive
% Appreciation: + 65 %
Sale Proceeds: \$ 305,000
Date of Sale: December 2018
Cost to Buyer: \$ 185,000
Date Acquired: December 1998

WOODINGTON HOMEOWNERS ASSOCIATION

Dear Homeowners,

The Woodington Board has made revisions to our existing By-Laws. The purpose of these revisions was to update the outdated information. You will see the affected areas are in red. The crossed out lines are our suggested deletions. Please review these changes and mail your vote back to The Association Management Group before November 16, 2012. Please note that to revise the By-laws we do require a 75% quorum which is at least 50 homes so your response is very important. The revision also requires that 75% of the homeowners vote in favor.

After reading the proposed changes to the Woodington By-Laws please record your vote below.

 X I vote YES to approve the changes made to The Woodington By-Laws.

 I vote NO to the changes made to The Woodington By-Laws.

 I abstain from voting.

The Board will vote YES for all homeowner ballots that are not returned by November 16, 2012.

Quoting Article XVII, Section 3, Verbatim:

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

Raymond A. Wedlake

Raymond A. Wedlake

Signature of Homeowner

Nancy Joy Wedlake

Nancy Joy Wedlake

Address: 703 Creekview Drive, Greenville, SC 29697

Date: 22 Oct 2012



703 Creekview Drive
Greenville, SC 29607
November 19, 2016

Mr. Richard LaCroix
705 Creekview Drive
Greenville, SC 29607

Mrs. Dawn Vonderbecke
15 Southfield Drive
Greenville, SC 29607

Mrs. Kristine Lynch
5 Claire Lane
Greenville, SC 29607

G. Gibson & Associates, LLC
20 West McBee Avenue
Greenville, SC 29687

Dear Mr. LaCroix, Mrs. Lynch, and Mrs. Vonderbecke:

As Mr. LaCroix and I spoke on 24 Sep 2016, I requested that he inform me about the bank(s) that manage(s) Woodington Homeowners Association ("WHOA") account(s). To date, Mr. LaCroix has not supplied this requested information! So to all, please provide answers to these questions:

- 1) Which bank, or banks, manage a WHOA account, or accounts ?
- 2) What are the account numbers ?

Please also provide a list of all payments made to Association Management Group ("AMG") for both entire years of 2015 and 2016 from any and all WHOA accounts. Kindly provide all requested information as soon as possible.

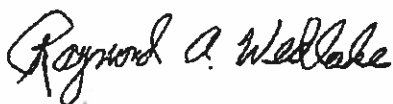
With backing of proxies from other WHOA Members, I order you to **CEASE AND DESIST** your pretense of being, speaking for, and acting as, the 2016 WHOA Board of Directors ("Board")! You fully admit you are in violation of:

BY-LAWS OF WOODINGTON HOMEOWNERS ASSOCIATION, INC.,
but yet you continue to perpetrate fraud upon all Members of WHOA with your pretense!

Additionally, I order you to **CEASE AND DESIST** making any future payments to AMG for any reason, whatsoever. Anticipating my election to a 2017 Board, with my platform of "get rid of AMG", it is improper for you to extrapolate your interests into the future. Please tell AMG that their "services" to WHOA are terminated at this time! Kindly also inform AMG that their presence at a 2017 WHOA Annual Meeting is **not** desired, and will **not** be appreciated.

With honesty, integrity, and decency it is right for me to inform you that I am in process of engaging a law firm. They will help me to right the wrongs which you have fraudulently perpetrated upon all WHOA Members. Please be informed all past and all future fraudulent disbursement of WHOA funds will be counted against you in a court of law. Please be advised not to make future payments to AMG, nor directly to their legal partner: McCabe, Trotter & Beverly, P.C., for "legal services" nor for other support to further your own, personal interests!

Very Sincerely,



Raymond A. Wedlake



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiff(s)

vs.

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

and,

Association Management Group SC, Inc.,

Defendants

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Civil Action No.

-CP - -

**SUMMONS
(NON-JURY)**

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the
Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of
your Answer to said Complaint to the subscriber at his office: 1200 Woodruff Road, Bldg A-3,
Greenville, SC, 29607, within thirty (30) days after service hereof, exclusive of the day of such
service. If you fail to answer the Complaint within the time aforesaid, judgment by default will
be rendered against you for the relief demanded in the Complaint.

Respectfully Submitted,
G. GIBSON & ASSOCIATES, LLC
By: s/Grant H. Gibson, Esq.
Grant H. Gibson, Esq., SC Bar # 9269

1200 Woodruff Rd. - Bldg. A-3, Greenville, SC 29607
(864) 630-7471

e-mail: atty@ggibsonassociates.com

Greenville, South Carolina
October 5, 2017



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiff(s)

vs.

Benjamin Acord, William Craigo, Denis Esteve,
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Defendants

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Civil Action No.

-CP - -

COMPLAINT

DECLARATORY JUDGMENT

AND

INJUNCTIVE RELIEF

COMES NOW, Raymond A. Wedlake ("Plaintiff"), and brings this action for Declaratory
Judgment, derivatively on behalf of the Woodington Homeowners' Association, Inc.

("WHOA") , and seeking injunctive relief, based upon the allegations below.

PARTIES

1. Plaintiff: Raymond A. Wedlake is, and at all relevant periods, has been, a resident of
Greenville County (Affidavit 7).
2. Defendants: Benjamin Acord, Denis Esteve, William Craigo, and Brian James, who
constitute the four members of the current Board of Directors of the WHOA, in their capacity
as Board members ("Board Defendants"), and Defendant: Association Management Group,
SC, Inc. ("AMG") the management company for the WHOA, have each been and continue to
be, residents of Greenville County (Affidavit 8, 10).

3. Defendant, AMG, is a South Carolina management company, with a principal place of business in Simpsonville, S.C., in Greenville County (Affidavit 10).

NATURE OF THE CONTROVERSY

4. Genuine disputes exist, and are ongoing, between Plaintiff, Raymond Wedlake individually, and the members of the WHOA collectively, and the Board Defendants regarding proper interpretation of the By-Laws of the WHOA on several issues.
5. Plaintiff is a dues-paying member, in good-standing of the WHOA, has suffered injury personally, and also collectively, as a member of the WHOA, and accordingly has standing to bring this action derivatively on behalf of the WHOA.
6. Board Defendants have apparently interpreted the By-Laws of the WHOA (Exhibit A), and the South Carolina Nonprofit Corporation Act ("NPCA"), to preclude Plaintiff from receiving various documents ("Requested Information"), including a request for the insurance policy, or policies, and for 2015 and 2016 payments made to AMG and to the law firm for the WHOA: McCabe, Trotter, and Beverly ("McCabe"), despite Plaintiff having submitted his request in writing, and stating a proper purpose (Exhibit B, Affidavit 11).
7. There has been no explanation from the Board Defendants as to the basis for refusing Plaintiff such Requested Information (Exhibit B, Affidavit 12).
8. There is a dispute between Plaintiff and the Board Defendants with regard to the duty of the Board Secretary under the By-Laws, to send a ballot, following submission by an eligible Member of a proposed amendment for adding an "Alternative Dispute Resolution (ADR)" process to the By-Laws (Exhibit C, Affidavit 13).
9. The Board Defendants have apparently interpreted the By-Laws to empower the Board of Directors ("Board") of the WHOA to increase the fees paid to AMG unilaterally, without

approval of all the members of the WHOA ("Members") and in violation of an existing Management Agreement ("Contract"), which interpretation Plaintiff disputes (Exhibit D, Affidavit 51 - 56).

10. Plaintiff disputes the Board Defendants' authority under the By-Laws Article VIII, Section 1(d), to renew the Contract with AMG without approval of a majority of Members (Exhibit A, Affidavit 46 - 49).
11. The Plaintiff and the Board Defendants are in dispute as to the proper interpretation of the WHOA By-Laws regarding the term limits of members of the Board of the WHOA. Plaintiff's position is that the By-Laws, when read together with the applicable NPCA, limits the Board of the WHOA to a maximum term of five years (Affidavit 32 - 33).
12. The parties dispute whether a current vacancy must be filled or not; it being the position of the Plaintiff that the provisions of the By-Laws clearly mandate that vacancies on the Board be filled and that the express language of the By-Laws prevails on this issue and not the language of the NPCA (Exhibit E, Affidavit 41 - 45).
13. The parties further dispute whether the WHOA Board may delegate duties at all, including delegation of duties to AMG; it being the position of Plaintiff that since it is not provided for in the Articles of Incorporation of the WHOA, such delegation is not permitted (Affidavit 59, Exhibit F).
14. The Parties disagree as to whether an action taken at the last Annual Meeting, at the request of the 2016 Board and McCabe, in which all prior actions of the 2016 Board and of AMG were ratified and approved without explanation or discussion, was valid; it being Plaintiff's position that implicit in the By-Laws is a duty of good faith and a duty of loyalty, which the 2016 Board breached by taking such action (Affidavit 22, Exhibits G, H & L).

15. The Board Defendants and the 2016 Board before them, have engaged in continuing violations of the By-Laws despite clear and repeated notification and explanation by Plaintiff, and will continue to do so to the detriment of Members without confirmation of violations as claimed by Plaintiff, and without clear direction from this Court that the By-Laws must be followed (Affidavit 14 – 23, 49, 61 – 63, 66).

JURISDICTION AND VENUE

16. This is an action for declaratory judgment pursuant to S.C. Code Ann. Title 15, Chapter 53, Section 15-53-10. *et.seq.*, as amended, known as the “Uniform Declaratory Judgment Act.” It arises out of a “contract,” namely the By-Laws of the WHOA, and interpretation and assertion of rights pursuant to such contract and, accordingly, falls directly under the auspices of Code Section 15-53-30.

17. This Court has jurisdiction of the subject matter of this complaint and personal jurisdiction of the parties.

18. Venue is proper.

FACTS

19. This action is being brought before this Court by Plaintiff, for Declaratory and Injunctive relief, derivatively, on behalf of Plaintiff and Members, to resolve disputes regarding interpretation of the By-Laws and to make clear that the Board of the WHOA are required to abide by the By-Laws (Affidavit 3).

20. Plaintiff is a Member in good standing of the WHOA (Affidavit 4).

21. WHOA is a South Carolina Nonprofit Corporation, initially formed in 1993 (Exhibit F, Affidavit 5).

22. The WHOA consists of 66 voting units (Affidavit 6).

23. Plaintiff is a long-time resident of Greenville, having lived in the Woodington Community, and been a Member of the WHOA, since 1999 (Affidavit 7).
24. These four Board members remain from five who were elected at a January 10, 2017 Annual Meeting of Members, and are in their first elected term (Affidavit 8 - 9).
25. In late 2016 and early 2017, due to disputes between Plaintiff and the 2016 Board about proper interpretation of the By-Laws, and after several efforts by Plaintiff to have the Board address and seek to resolve such disputed matters, Plaintiff requested his Attorney, Grant H. Gibson, Esq. to proceed with an action seeking Declaratory Judgment and Injunctive relief (Affidavit 14).
26. Plaintiff requested Mr. Gibson to advise counsel for the WHOA, Ely Grote, Esq., of McCabe, that he was preparing such an action to seek a resolution of disputed interpretations of the By-Laws and seeking an injunction to forestall the Annual Meeting of Members, which Mr. Gibson did (Affidavit 15).
27. The purpose of forestalling the Annual Meeting was because the 2016 Board, in Plaintiff's interpretation had violated the By-Laws in several respects, including by remaining beyond the five-year term provided by law, as set forth in various e-mails Plaintiff sent to the 2016 Board (Affidavit 16, Exhibit G).
28. Plaintiff agreed to not file such action on the basis that Plaintiff's appearance at the Annual Meeting would not constitute a "waiver" of his objections to holding such meeting and to the authority of the 2016 Board, and that a written statement of objections would be attached to the minutes of such Meeting (Affidavit 17, Exhibit I).
29. McCabe agreed in writing to Plaintiff's proposal to attach his objections, and to appear at the meeting without waiving any objections (Affidavit 18, Exhibit J)

30. Plaintiff's attorney, Mr. Gibson, also submitted a similar letter of understanding (Affidavit 19, Exhibit K).
31. Such statement(s) included objections to the authority of the 2016 Board to act, and all actions taken by such 2016 Board, as well as objections to the retention of AMG as not being in accordance with the By-Laws, and to any alleged renewals of the contract between the 2016 Board and AMG (Affidavit 20, Exhibit I).
32. Plaintiff gave a copy of such objections prior to the meeting to McCabe attorney Mr. Ely Grote (Affidavit 21, Exhibit I).
33. Mr. Gibson gave a copy of his letter to Mr. Grote prior to the meeting (Exhibit K).
34. At such Annual Meeting, the 2016 Board permitted the McCabe firm to take over the meeting to solicit votes seeking blanket ratification of "all actions" taken by the 2016 Board, as well as "all actions" taken by the Management Company, AMG, and ratification of the contract with AMG and any and all renewals (Affidavit 22, Exhibits G, H & L).
35. Such "ratification" was voted upon without explanation or discussion (Affidavit 23).
36. The Minutes from the 2017 Annual Meeting which were disseminated, were filled with inaccuracies, untrue and disparaging comments about Plaintiff, and also, improperly contained comments from non-member third parties; all in violation of the Board Secretary's duties under the By-Laws (Affidavit 24).
37. Board Defendants refused Plaintiff's request to hold off dissemination of a revision to minutes to allow time for his further review, but they disseminated such minutes promptly after his request, still containing objectionable verbiage, which was sent out without attaching the agreed upon "Objections of Plaintiff" (Affidavit 25 - 26).
38. Although the Board Defendants promised to consider Plaintiff's revision to such transmitted

Minutes at a July 8, 2017 meeting, another such meeting for further review of minutes has never been scheduled despite Plaintiff's follow-up inquiries (Affidavit 27 - 31).

39. On March 12, 2017, Plaintiff sent questions to the Board Defendants, including asking the Board to confirm that they agreed with Plaintiff's interpretation of the By-Laws regarding term limits (Affidavit 32 - 33, Exhibit M) .
40. Board Defendant Acord, who serves as President of the Board, refused to review or respond to any of the questions poised, stating that they were a "distraction" to the Board. (Affidavit 34 - 35, Exhibits M & N).
41. On March 29, 2017, Plaintiff proposed mediation or, in a "last ditch effort to resolve differences", to simply meet to resolve such disputes, and no response has ever been received to the idea of mediation; after one short meeting the Board Defendants put off meeting despite the disputes being unresolved (Affidavit 36 -40, Exhibits O, P & Q).
42. On May 9, 2017, the Board Secretary resigned as a member of the Board, creating a vacancy on the Board (Affidavit 41).
43. The By-Laws state that a vacancy on the Board must be filled if an eligible Member is available, as specified in Article VIII, Section 2(f) (Affidavit 42, Exhibit A).
44. On May 9, 2017, Plaintiff informed the Board Defendants of his eligibility and desire to serve on the Board to fill the vacancy created by resignation of a member of the Board (Affidavit 43, Exhibit E).
45. The Board Defendants informed Plaintiff that one of the remaining Board members was appointed to fill the position of Board Secretary, mistakenly believing that a filling of an officer's position resolved the Board vacancy issue (Affidavit 44, Exhibit E).
46. On July 8, 2017, the Board Defendants were informed they had misinterpreted the By-Laws,

and violated the By-Laws by not appointing an eligible Member to serve on the Board to fill such vacancy, and that the By-Laws also do not permit combining of offices when an eligible Member is available and willing to serve; one of the Board Defendants cannot be appointed to fill such vacancy per By-Laws Article IX, Sections 1 and 6 (Affidavit 45, Exhibits A & E).

47. To Plaintiff's knowledge and belief, prior to 2017, AMG Contract renewals were not approved by a majority vote by Members (Affidavit 46).

48. It is Plaintiff's position, as disputed by the Board Defendants, that such renewals are required to be approved by Members pursuant to the By-Laws, Article VIII, Section 1(d) (Affidavit 47, Exhibit A).

49. There currently exists disagreement between Plaintiff and the Board Defendants regarding: (i) the failure of the Board Defendants to abide by the By-Laws; (ii) the delegation of fundamental Board duties to AMG by the Board Defendants; and (iii) whether a renewal of a contract is the same under the law as a formation of a contract (Affidavit 48).

50. Plaintiff's positions are that the Board Defendants: (i) have not abided by the By-Laws; (ii) have acted improperly and in violation of NPCA Section 33-31-801(c) for their own self-interest to the detriment of WHOA; and (iii) that formation or renewal of a contract are both the same under the law (Affidavit 49, Exhibit R).

51. Such disputes and positions are known to the Board Defendants (Affidavit 50).

52. On May 26, 2017, the Board Defendants were asked by Plaintiff to: 'Please provide a most recent, signed, copy of WHOA's "Management Agreement" contract with AMG. ...', and were also informed by Plaintiff: '... In my possession is a contract from 15 Jan 2008, which was signed by Starr Hammond and Brian James. This contract shows a "Management Fee" of \$250/month. ...' (Affidavit 51, Exhibits B & D).

53. In the meeting of July 8, 2017, the Board Defendants stated to Plaintiff that no other contract showing more than \$250/month fee to be paid to AMG is known to exist (Affidavit 52).
54. In a document presented at the 2017 Annual Meeting, management company fees paid by WHOA to AMG were shown: "Fees: Initial fee \$275.00/month. \$250.00/month 2008-2012. \$285.00/month 2013-2016." (Affidavit 53, Exhibit S).
55. Based on Plaintiff's knowledge and belief, a fee increase to \$285/month was never disclosed to Members at the time of the fee increase, nor was any approval for such increase voted upon by Members as required by the By-Laws (Affidavit 54).
56. Plaintiff demanded that the Board Defendants take action to recoup the excess, and while the Board Defendants agreed to do so, no such action has taken place (Affidavit 55 - 56).
57. It is Plaintiff's position, in contrast to that of the Board Defendants, that the Board may not delegate duties since it is not specifically permitted in the WHOA Articles of Incorporation (Affidavit 57 - 59, Exhibit F).
58. The NPCA Section 33-31-801 provides a Board may delegate "... some or all of the powers which would otherwise be exercised by a board ..." in subsection "(c)", where the Act reads: "... articles [of incorporation] ..." (the Act does not say By-Laws) (Affidavit 60, Exhibit R)
59. The WHOA By-Laws state in pertinent part: "Each Board member must be elected every year" in Article V, Section 2 (Affidavit 61, Exhibit A).
60. In both years of 2015 and 2016 no elections to elect Board members were held (Affidavit 62).
61. Based upon information and belief, Plaintiff believes that this precedent of wrongdoing has influenced the Board Defendants to continue to ignore, and to violate, the By-Laws (Affidavit 63).

62. The Board Defendants have repeatedly ignored educational materials from HOA industry experts sent to them by Plaintiff, (Affidavit 64, Exhibit T).

63. Plaintiff has acted in good faith on behalf of Members in his dealings with the Board Defendants (Affidavit 65).

64. The Board Defendants have repeatedly shown a lack of good faith through their actions or inaction:

(i) ignoring without explanation, my inquiries, requests, including those specifically authorized under the NPCA, and suggestions, such as asking why only closed Board meetings are held, without invitation to Members to attend (Exhibits U & V);

(ii) refusing to publish a Board-meeting schedule, or provide a Board meeting agenda;

(iii) failing to inform Members of committees which they appointed;

(iv) failing to comment upon, or to send a July 9, 2017, all-Member ballot which proposed an "ADR" process to be included as an addition to By-Laws(Exhibit C);

(v) Return of Certified Mail sent by Plaintiff to Board Defendants (Exhibit W);

and,

(vi) misstating facts by Board Defendant Ben Acord concerning the number, and content, of e-mails sent by Plaintiff (Exhibit X) (Affidavit 66).

65. Because of the refusal of the Board Defendants to respond to Plaintiff's requests for information and to provide answers to questions and to give explanations about their rationale for their positions involving the WHOA, Plaintiff has been disenfranchised and his dignity, integrity, and reputation within WHOA have been severely damaged (Affidavit 67).

FOR A FIRST CAUSE OF ACTION

DECLARATORY JUDGMENTS

66. The allegations in the preceding paragraphs are incorporated as if repeated verbatim herein.

67. Interpretation of the By-Laws in this case is the very essence of why the legislature enacted Title 15, Chapter 53 Sections 20, *et. seq.*, which provides in pertinent part:

“Any person interested under a ...written contract....may have determined any question of construction or validity arising under the ...contract...and obtain a declaration of rights, status or other legal relations thereunder.”

68. That there are disputes that have not been able to be resolved surrounding interpretation of the By-Laws of WHOA, despite efforts to do so as clear from the facts in this case, as supported by Plaintiff's Affidavit.

69. The Plaintiff, both individually, and as a member of the WHOA collectively, has tangible legal interests that have been abridged by the Defendants.

70. The actions and failure to act where a duty is imposed pursuant to the By-Laws is opposed to Plaintiffs' tangible legal interests.

71. The nature of the disputes is, in each case, distinct and subject to full resolution, by an immediate and definitive resolution by this Court of the parties' rights, thereby avoiding the necessity of litigation.

72. Pursuant to the South Carolina Code of Laws, Title 15, Chapter 53, Section 15-53-70, AMG has been added as a party (Defendant) since AMG has a “interest which would be affected by the declaration.”

73. We seek Declaratory Judgments regarding each of the following matters:

- (i) That Plaintiff is entitled to the Requested Information;
- (ii) That Board Defendants do not have unilateral authority to increase the fees for AMG;
- (iii) That previous years' Contracts with AMG are null and void since they were never

- properly authorized by Members;
- (iv) That the purported “ratification” of all prior acts by the 2016 Board at the Annual Meeting of the WHOA on January 10, 2017 was improper and ineffective, and a breach of duty of good faith as implied in the By-Laws;
 - (v) That the purported ratification of prior AMG Contracts at such Annual Meeting was improper and ineffective, and a breach of duty of good faith as implied in the By-Laws, and also based upon the facts such Contract was not provided to Members for review and the increase in fees to AMG not disclosed at the time of the increase;
 - (vi) In the event the contract with AMG is upheld, that the fees paid to AMG in excess of the amount provided for in the Contract with AMG were improper and must be disgorged by AMG;
 - (vii) That the Board Defendants are incorrect in their interpretation of the By-Laws provision regarding filling a vacancy on the Board, and must fill the vacancy if a Member is willing to serve.

FOR A SECOND CAUSE OF ACTION

INJUNCTIVE RELIEF

74. The allegations set forth in the preceding paragraphs are incorporated as if repeated verbatim by Plaintiff.
75. The Facts clearly evidence repeated efforts by the Plaintiff, Raymond Wedlake, to obtain compliance by the Board Defendants with the By-Laws, which efforts were either ignored or rejected, including improper payments made by the Board Members and received by Defendant AMG.
76. Should the Board Defendants and, in the case of such payments, AMG, be allowed to

continue violating the By-Laws, the Plaintiff, individually, and the members of the WHOA collectively will continue to be harmed.

77. This Court has jurisdiction to declare rights, status and to grant injunctive relief pursuant to the South Carolina Uniform Declaratory Judgment Act.
78. Plaintiff requests this Court to enjoin any future delegation of duties by the Board Defendants unless and until such delegation is authorized by an amendment to the Articles of Incorporation of the WHOA.
79. Plaintiff seeks an injunction prohibiting the Board Defendants from paying AMG any amount in excess of the amount specified in the Contract.
80. Plaintiff asks this Court, upon a finding that amounts in excess of the AMG Contract have been paid, to require AMG to disgorge immediately all such amounts in excess of the amount provided for in the Contract.
81. Plaintiff asks this Court to require the Board Defendants to provide Plaintiff's Requested Information within 20 days of its Order;
82. Plaintiff requests that the Court require the Board Defendants to send out a ballot to Members containing Plaintiff's proposed Amendments to the By-Laws requiring ADR, within 20 days of the Order.
83. Plaintiff requests that the Court require the Board Defendants to fill the open vacancy on the Board within 20 days of the Order, since there is an eligible member willing to serve.
84. Plaintiff further requests the Court to require the Board Secretary to assure accuracy of the Minutes, including those relating to the 2016 Annual Meeting; and to permit Members reasonable opportunity to provide input on such Minutes before transmitting them as final (Exhibits Y & Z).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Raymond A. Wedlake, prays for judgment on behalf of Members of the WHOA, as follows:

- A. That this Court immediately issue an Injunction to restrain the Board Defendants from making payments to AMG in excess of the amount contractually provided for unless and until a majority of Members have approved such increase after full disclosure of such contract terms.
- B. That this Court require an accounting by the Board Defendants of the amounts paid to AMG since inception of the contract.
- C. That this Court require AMG to disgorge any and all funds received from the WHOA Board, whether from the current or past Board(s), in excess of the amount provided for in the Contract.
- D. That this Court issue a Declaratory Judgment confirming the right of Plaintiff to the previously Requested Information, including the WHOA insurance policy, and require the Board Defendants to provide the Requested Information.
- E. That this Court tender a Declaratory Judgment confirming Plaintiff's position that the Board may not extend its term beyond five years, even where their successor has not been elected or appointed, without first seeking nominees for such position, and, failing such, soliciting a vote by ballot or special meeting.
- F. That this Court confirm Plaintiff's position that the By-Laws require a majority of all Members to renew a management contract.
- G. That the Court confirm the Plaintiff's understanding that the Board Defendants must fill any open Board vacancies, pursuant to the By-Laws.

H. That this Court adjudge, declare and decree the rights and other legal relations with the subject matter here in controversy, in order that such declaration shall have the force and effect of a final judgment.

I. That this Court retain jurisdiction of this matter for the purpose of enforcing this Court's order.

J. That this Court award Plaintiff nominal damages.

K. That this Court award Plaintiff the reasonable costs and expenses of this action, including reasonable attorney's fees, if paid for by WHOA insurance.

and,

L. That this Court grant such other and further relief as this Court deems equitable and just under the circumstances.

Dated this 5th day of October, 2017.

Respectfully Submitted,

G. GIBSON & ASSOCIATES, LLC

By: s/Grant H. Gibson, Esq.
Grant H. Gibson, Esq.

1200 Woodruff Rd. – Bldg. A-3
Greenville, SC 29607
(864) 630-7471
SC Bar # 9269

e-mail: atty@ggibsonassociates.com

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiff(s)

vs.

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

and,

Association Management Group SC, Inc.,

Defendants

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

VERIFICATION

I, Raymond A. Wedlake, appearing first before the Notary Public, state that I am the Plaintiff in
this matter. I have read the attached Complaint and know or believe the contents and allegations
are true to the best of my knowledge, except for those matters stated which are alleged on
information and belief.

Sworn to before me this

5 day of October, 2017

Martha Rogers

Notary Public of South Carolina

My Commission expires: May 30, 2024

Raymond A. Wedlake

Plaintiff

Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607
May 30, 2018

Mr. Christopher Edwards
16 Southfield Drive
Greenville, SC 29607
Mr. Chip Koshis
104 Woodside Crossing
Greenville, SC 29607

(all sent via Priority Mail)

Mr. Michael Keels
103 Woodside Crossing
Greenville, SC 29607

**Subject: Woodington Homeowners' Association, Inc. ("WHOA") -
Information Request / Ballot Legal Fees / Indemnification**
New Directors of Woodington Board:

Many thanks to Mr. Koshis for conveying (when we happened to speak along Woodington Drive) that I would receive feedback from the Board "in the immediate future" on questions (By-Laws Review Committee; ADR ballot) which were posed in my letter to the Board of May 1. Please also recall my letter of March 26, 2018. A review of that letter is below (full letter is shown in Exhibit A).

Please accept this letter as an official request for information about "cash on hand" in WHOA accounts for: (1) at the end of 2016, (2) at the end of 2017, and (3) current status. Were WHOA reserve funds taken to pay defendants' legal expenses? Significant legal expenses were incurred by the 2017 Board in defending themselves (not defending WHOA) as named defendants. Legal expense amount which they incurred was never communicated. In addition, expenses went far beyond the limit of \$1,500 per project as set forth in the By-Laws.

Please be aware our By-Laws do not allow this Board to indemnify (see Exhibit B) the 2017 the Board for legal expenses. The law firm of McCabe, Trotter, and Beverly, P.C. ("MTB"), has absolutely no legal right nor claim against WHOA to pay for 2017 Board members' legal expenses, which they took upon themselves in defiance of, and in direct violation of, protections given to all Members as specified in the By-Laws!

Should new Directors disagree with anything in this letter, we need to "meet and discuss" to resolve differences. If we cannot resolve ourselves, I will hope the Board recognizes that proper action is not to immediately resort to legal counsel. On the contrary, proper action is to try to resolve, and if necessary to agree to mediate in good faith.

My sincere hope and expectation is that attitudes like those of the 2017 Board, which manifested in the Board simply ignoring my rights as a dues-paying Member of WHOA and never replying to my letters, will not be the path taken by the 2018 Board. Taking this same path would be unwise, not in the best interest of WHOA Members, nor in the Board's best interest.



Reviewing my letter of March 26, highlights are:

- * to offset a potential liability of **\$1**, the 2017 Board took on thousands of dollars of **personal** liability for legal expenses
- * the Board violated the By-Laws with respect to "Expenditure of Funds"
- * I said: "... question of **imposing legal fees upon all Members** is far too important to have a **minority of Members** approve such an unwarranted imposition of additional cost upon all Members! **All Members should be given a chance to vote!** ..."
- * I proposed a sample ballot for this purpose (which was never sent by the 2017 Board)

Please be informed that in my recent judicial action, WHOA is listed with me, as a Plaintiff, since my case was brought as a Member and friend of WHOA. Very particularly, MTB who represented 2017 Board Defendants, cannot bill WHOA, since MTB's expenses are the responsibility of Defendants. Once again, WHOA was **not** a Defendant; see Exhibit C! My case was specifically so stated with full intent to **protect WHOA** from **wrongdoing** by Board Defendants (which was fully anticipated, because of their complete, utter, and total lack of understanding of their fiduciary duty as a Board)!

As Exhibit B, the 2018 Board may **not legitimately decide** to indemnify 2017 Board members:

- * No person can reasonably believe their intent to preclude resolution of simple-By-Laws questions was done in the best interests of the Association
- * Board did not seek ... **AFFIRMATIVE VOTE OF A MAJORITY** ... (to approve their legal expenses)
- * By-Laws say: ... **NO INDEMNIFICATION** if the eligible person is **ADJUDGED NEGLIGENT** ... in **PERFORMING DUTIES** ... (2018 Board should easily recognize the 2017 Board was negligent in performing duties to protect WHOA)
- * Board did not recognize, nor defend ... **ON THE MERITS** ... (obfuscation was used by their attorney, which resulted in confusion in the Judge's mind)
- * By-Laws say: ... **PAID ONLY IF ... MET THE STANDARDS OF CONDUCT** ... (if 2017 Board did not perform their duties, they did not meet standards of conduct)
- * ... early **PAYMENT MAY NOT BE MADE UNLESS** the eligible person **AGREES TO REPAY** any amounts advanced ... (2017 Board may have already used reserve funds?)
- * not done by Board: ... resolution approved ... **VOTE ... MAJORITY** ...
- * not done by Board: ... If indemnification is approved at a shareholders' meeting, the **NOTICE OF THAT MEETING MUST STATE THAT THE ISSUE OF INDEMNIFICATION WILL BE DISCUSSED.** ...

If you do not agree with anything in this letter, please tell me when we can "meet and discuss". May I request you assess and reply **before June 8, 2018**? Thank you.

Sincerely,

Raymond A. Wedlake

Raymond A. Wedlake

wedlakera@mail.com 864-254-9262

Exhibit A - Letter of March 26, 2018 - Ballot the Legal Fees Question

Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607
March 26, 2018

Subject: Woodington Homeowners' Association, Inc. (WHOA) -

Master In Equity Issue List; More Legal Cost Liability; Sample Proposed Ballot

Cc: Woodington Board

Dear Members of WHOA:

Together with my attorney, we have been urgently seeking to avoid if possible, and to streamline in any event, going before the Master in Equity (MIE) and have been talking with the Board's legal counsel, Ely Grote, Esq., in hopes of making this happen. **We need you to tell the Board that settlement is the best course and that further delay, in-fighting, and refusing to resolve the issues will only add legal fees and disrupt matters further.**

In that vein, we provided a very short list of items for us to resolve, or if we cannot, then for the MIE to resolve. These are simple matters such as the Board agreeing it is subject to the By-Laws, something every HOA Board is subject to (yet the Board has refused to sign off on even this simple matter so far). The complete short list is set forth in Appendix 1. Please feel free to call me for any needed clarifications. In this short list, you will not find anything contrary to the best interest of all Members of WHOA.

While a process to resolve list items should be simple and straightforward, it has become unnecessarily complex. Either agree or let the MIE decide is our motto! Otherwise, unnecessary additional liability is being taken on by the Board to incur more legal costs that they subsequently will place on your shoulders to pay! Thank you for becoming informed about my rightful judicial action which is being taken with every intent to improve WHOA and to bring benefits to all Members! So, I trust you are beginning to see that I am a "**GOOD GUY**" for WHOA!

All Members please be informed that the Board's attorney is putting up conditions and roadblocks to mutual agreement, or to agree to let the Master rule, to be sure we don't dispute "his getting paid". As you may recall from the Special Meeting of Members, the Board overspent the budget (in violation of the By-Laws), and did not get approval from Members to spend more than \$1500 (another requirement in the By-Laws) to support their ill-advised, and costly, legal wrangling. As a result, they plan to impose a Special Assessment upon all Members and to force Members to "pay their bill"! Here's what the By-Laws say:

"ARTICLE X - EXPENDITURE OF FUNDS

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

ARTICLE XII - DUES AND ASSESSMENTS

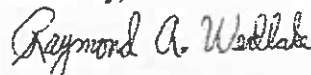
Section 4: Special assessments may be authorized by the Board of Directors and collected as contributions for the specific projects of the Association which were approved by a quorum of the membership of the Association at a duly held meeting. ..."

Who pays legal fees is not up to me. It is up to you, the Members. It is our position that such an important issue should be brought before all Members by Ballot; I have taken the liberty of preparing a sample Ballot - see Appendix 2. As you will note, any ballot provided by the Board will presumably be substantially different but the result is the same - an approval vote on an assessment. The Board was previously informed via their attorney, that if they ballot this "who pays fees" question, that no Court injunction stopping an assessment will be sought.

As noted, an all-Member ballot is being suggested to the Board. We have also asked to be involved in the drafting of such ballot, to assure fairness. The question of imposing legal fees upon all Members is far too important to have a minority of Members approve such an unwarranted imposition of additional cost upon all Members! All Members should be given a chance to vote! Will you vote to approve more than \$1500? Will you vote to approve a "specific project" such that the Board may authorize a "Special Assessment"? If you receive a ballot from the Board, I sincerely hope that all Members will return ballots with a resounding "NO" vote! If your ballot is not returned with a NO vote, that simply guarantees the Board will make you pay! In this regard, all Board actions to date have been done in violation of the By-Laws!

Finally, immediately please tell the Board that you do not support (per the By-Laws) their improper, continued overspending of WHOA funds, especially since this matter could have been avoided entirely had the Board properly participated in mediation, as I repeatedly proposed (a process I agreed to pay for)! Thank you once again!

Sincerely,



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

Appendix 1

Informal List of Requests to Submit to the Master In Equity

Note that alongside these points is found a reference to the Complaint (C-) by line number, or to a related line-item in the Prayer for Relief (PR) (where we/our denotes my attorney and me).

1. Since, unfortunately, the Board has been reluctant to do so, we will be asking the MIE to confirm that the Board of the WHOA is subject to the provisions of the WHOA By-Laws, which they are required to enforce in accordance with their terms; (of course as may be superseded by Statute) (C-4, 5, 19, 49, 75, and 76);
 2. Thus, our position is that the provision that states it shall be the duty of the WHOA Board, in the absence of a Director, to appoint an eligible Member willing to serve in such capacity, means that the Board must do so (of course, by making reasonable efforts, such as advising Members of the opening and inviting such Members to so serve) (C-73);
 3. That the MIE confirm Plaintiff's right to any information requested and not provided, (C-81), (further insurance details still needed) (PR-D);
 4. That the MIE confirm that the By-Laws require a Majority of all Members to both enter into, and to renew, a Management Contract (PR-F);
 5. That the MIE confirm Plaintiff's understanding that the By-Laws Term Provision for Directors does not permit a Director to remain beyond a five-year term, and in any event, for not more than one additional year beyond such five-year period (C-73) (PR-E);
 6. That the MIE confirm Plaintiff's understanding that the By-Laws do not permit delegation of the role or authority of the Board (C-78);
 7. That the MIE confirm that the provision in the By-Laws requiring the "Board Secretary shall deliver a ballot to every Member" means that it is incumbent on the Secretary to send out to the Membership for balloting a proposed amendment to the By-Laws submitted by an eligible Member (C-82);
- and,
8. That the Court award Plaintiff Nominal Damages, as well as court and legal fees if such fees are subject to a claim for insurance (if paid for by WHOA insurance) (PR-K).

Appendix 2 (Sample - as prepared as an example by Ray Wedlake)

Sample Proposed Ballot for "Special Assessment" -

Vote by circling one of three choices to answer to the ballot **question**

Do you agree with the Board's imposition of a "Special Assessment" in the amount of \$ _____ on each voting unit for the purpose of paying legal fees, for a previously non-existing "specific project" that was **NOT** approved at any previous-duly-held meeting, which assessment is desired since prior approval from Members was not obtained, and the project amount exceeds that permitted in the By-Laws?

NO

yes

abstain

The By-Laws show:

" ARTICLE XII - DUES AND ASSESSMENTS

Section 4: Special assessments may be authorized by the Board of Directors and collected as contributions for the specific projects of the Association which were approved by a quorum of the membership of the Association at a duly held meeting. ... "

DISCLAIMER

It is unlikely the Board will propose a ballot worded as above. This wording is used to maintain an intent, as this letter, that what the Board has done to date is completely and totally in **violation** of the By-Laws. Had the Board adhered to the By-Laws, this situation would not have been created. The fact that the Board was **misguided by their attorney**, and took on this liability for legal expenses should rest squarely on the Boards' shoulders. None the less, should a ballot be received from the Board, please compare and contrast wording they use, to wording as above. Most certainly, the Board will try to play upon your "sensitivities" to influence your judgment with claims like: "... support your Board ...", "... thought they were doing a right thing ...", "... it was not their fault ...", etc. Only a misinformed Member will "fall for" such fallacious claims!

ADVISEMENT

Clearly, any Member voting "Yes" is imposing an unwanted financial liability upon all other Members who vote "**No**" ! Further, did you know the By-Laws specify a "meeting quorum" of one-quarter of voting units (17)? This means that the Board may use **ONLY NINE (9) VOTES** in a meeting where only 17 attend to force upon **ALL MEMBERS** an action such as approval of a "specific project" to approve collecting a "Special Assessment"! If you do not like the sound of something like this happening, please tell the Board that a **ballot, voted upon by all Members, is a requirement** if they intend to impose a "Special Assessment"!

Exhibit B - Indemnification is not allowed per By-Laws

BY-LAWS OF WOODINGTON HOMEOWNERS ASSOCIATION, INC.
Revision 3 15 August 2012 - Articles 1 thru 20

ARTICLE XX - INDEMNIFICATION (CAPS, bold, underscore emphasis added)

Section 1 - INDEMNIFICATION OF DIRECTORS AND OFFICERS:

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

1. Directors, officers, employees, or agents of the Association; and ...

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

d. WHEN THE ASSOCIATION IS A PARTY: Indemnification is available **ONLY** if the eligible person **ACTED IN A MANNER** that the person reasonably believed to be **IN THE BEST INTERESTS** of the Association. There may be **NO INDEMNIFICATION** if the eligible person is **ADJUDGED NEGLIGENT OR LIABLE** for misconduct in **PERFORMING DUTIES TO THE ASSOCIATION**. If a court determines that the person is entitled to indemnity for certain expenses, however, the Association must indemnify that person to the extent the court required.

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

f. WHEN THE PERSON IS NOT SUCCESSFUL: Unless indemnification is ordered by a court, indemnification may be **PAID ONLY IF** the eligible **PERSON HAS MET THE STANDARDS OF CONDUCT** set forth in this section. If these standards of conduct are met, indemnification must include reasonable defense expenses actually incurred, judgments or fines. A finding of proper conduct may be made:

1. By the Board or majority vote or a quorum consisting of the directors **WHO ARE NOT PARTIES** to that proceeding;
2. With or without such quorum, if directed by a quorum of disinterested directors, by the Association's independent legal counsel in a written opinion; or
3. By the **AFFIRMATIVE VOTE OF A MAJORITY** of the shares entitled to vote on this issue.

g. PREPAID DEFENSE EXPENSES: The Association may pay an eligible person's expenses in defending an eligible proceeding before the final disposition of that proceeding if the Board authorized the early payment. However, early **PAYMENT MAY NOT BE MADE UNLESS** the eligible person **AGREES TO REPAY** any amounts advanced if it is found that the **PERSON IS NOT ENTITLED** to be indemnified by the Association.

h. OTHER PROVISIONS AND RESOLUTIONS: Other provisions of these By-Laws or a resolution approved by the **AFFIRMATIVE VOTE OF THE HOLDERS OF THE MAJORITY** of the shares entitled to vote on this issue may specify their rights of indemnification. If indemnification is approved at a shareholders' meeting, the **NOTICE OF THAT MEETING MUST STATE THAT THE ISSUE OF INDEMNIFICATION WILL BE DISCUSSED**. The notice must also state whether indemnification will continue for a person who has ceased to be a director, officer, employee or agent and that it will inure to the benefit of the heirs, executors, and administrators of that person.

Exhibit C - WHOA not a Defendant; MTB has no claim against WHOA for legal expenses

Public Index Search						
www2.greenvillegov.org/SCOD/PublicIndex/CaseDetails.aspx?County						
Judgment Number:	Court Roster:					
Case Parties	Judgments	Tax Map Information	Associated Cases	Actions	Fi	
Click the icon to show associated parties.						
Name	Address	Race	Sex	Year of Birth	Party Type	
☒ Acord, Benjamin	20 Southfield Drive Greenville SC 29607				Defendant	
Association Management Group SC Inc (Inactive)					Defendant	
☒ Board Of Directors Of The Woodington Homeowners Association	3104 Grandview Drive Simpsonville SC 29680				Defendant	
☒ Gaigo, William	18 Southfield Drive Greenville SC 29607				Defendant	
☒ Esteve, Denis	205 Woodington Drive Greenville SC 29607				Defendant	
☒ Gibson, Grant Henry	209 Crooked Court St. Johns FL 32259				Plaintiff Attorney	
☒ Grote, Ely Owen	PO Box 212069 Columbia SC 29221				Defendant Attorney	
☒ James, Brian	4 Southfield Drive Greenville SC 29607				Defendant	
☒ Wedlake, Raymond A	703 Creekview Drive Greenville SC 29607				Plaintiff	
Woodington Homeowners Association					Plaintiff	



General



Ray Wedlake Lead
Woodington



Update on Judicial Action – plus Pending Special Meeting of Members 30 Jan 2018

WHOA Members:

In view of the Special Meeting scheduled for February 5, maybe you might want an update on the judicial action, and a bit of background. You may also have some questions, such as:

1. What happened in the Court Hearing recently where the Board and its counsel tried to get the action dismissed?

Answer: Greenville Circuit Court Judge Robin Stilwell rejected all such efforts, concluding that my efforts to get enforcement and clarification of the By-Laws should be allowed to proceed.

Note: This **FAILED AND MISGUIDED EFFORT** by the Board was **VERY EXPENSIVE** for WHOA.

2. Who is paying the legal expenses for the Board?

Answer: It is my understanding expenses **ARE NOT COVERED BY INSURANCE** so presumably **MEMBERS WILL HAVE TO PAY**. That likely



Discussion closed



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MEMBERS WILL HAVE TO PAY. That likely means imposition upon Members of a **SPECIAL ASSESSMENT**, as it appears the Board exceeded the cap of \$1,500 for any single expense, where Member approval is required by the By-Laws for non-budgeted-large expenditures.

Note: The Board was advised when a draft copy of my Complaint was provided, prior to Court filing (in hopes of resolving without having to go to Court). The Board was also advised that Court expenses would likely **NOT BE COVERED BY INSURANCE** (thus all the more reason to try to resolve, prior to going to Court).

3. Could my Court filing have been avoided?

Answer: YES, I asked the Board to meet to resolve all issues, and thereafter offered to Board Members, in an effort to avoid Court and the expense of attorneys, the opportunity to **MEDIATE WITHOUT ATTORNEYS**, on three occasions prior to finally filing with the Court. I even offered to pay for mediation!

At this point, the Board and its Columbia-headquartered legal counsel, the "McCabe" law firm, have prohibited both me (I am a Member in good standing of WHOA) and my attorney from the Special Meeting other than for a 15-minute period at the beginning. They don't want us to ask any questions, nor to address issues such as



Discussion closed



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ask any questions, nor to address issues such as the true nature of the judicial action:

Fact: THE ACTION BROUGHT WAS NOT AND IS NOT "LITIGATION" AGAINST THE BOARD – it is simply a request to have the Court weigh in about what a few, selected provisions, in the By-Laws really mean, so we can end disputes. (My action also asks the Court to tell Board Members to fulfill their duties, if and where they have failed to do so.) THIS WAS AN ACTION BOTH SIDES SHOULD HAVE BROUGHT TO THE COURT TOGETHER AND STILL CAN!

Not allowing a Member in good standing to attend for the full Meeting time, and not allowing full disclosure about the judicial action is not only unfair, but improper, and does not permit Members to get and to understand the full story. Although all are trying to work out an agreement together and have made some progress, as of now I am once again forced by the Board's attorneys to file a motion with the Court - this time to ask for the Court to delay this Special Meeting. All this imposes further unnecessary cost and time upon both parties.

With hopes this information has been useful in clarifying the situation, I would be happy to speak to any of you, dialog inside "Group WHOA" at NextDoor.com, or discuss in e-mail, so please feel free to give me a call, post to "Group WHOA", or to shoot me an email.



Discussion closed



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General

Speak to any of you, dialog inside "Group WHOA" at NextDoor.com, or discuss in e-mail, so please feel free to give me a call, post to "Group WHOA", or to shoot me an email.

Thank you very much!

Sincerely,

Raymond A.

Wedlake

wedlakera@mail.com

864-254-9262

22 Feb 18



Susan Breisch, Forrester Woods



What of the above is new information?
This seems to be a repetition of
information you have stated before.



Ray Wedlake, Woodington



RE: Update on Judicial Action ...
013018; 23 Feb 2018

Susan:

Thank you for your... See more



Discussion closed



Home



Groups



Businesses



Notifications



More

Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607
April 21, 2018

Subject: Woodington Homeowners' Association, Inc. - Court Report
Cc: Woodington Board

Dear WHOA Members:

Good news to assure that a Board must comply with the By-Laws was delivered on Friday, April 20, when a Master in "Equity Court" confirmed my most important point, i.e., that the WHOA Board must comply with the By-Laws, which the "Court Order" will show. It will be well after the Annual Meeting on April 26, 2018, before this Order will be published.

Unfortunately, the Master did not rule on merits of the action regarding specifics of the "Stipulations of Issues for Trial" (as appended). He permitted Defendants to avoid the merits by disregarding the advice of Judge Stilwell at the prior Hearing at which Defendant's lost their Motion to Dismiss. Judge Stilwell emphasized that issues should be addressed so closure could be had. Instead, the Master allowed Defense Counsel to use and argue the procedural defense that I did not show I represented all Members (and who does?), to avoid specific issues. He concluded:

- specific issues brought were therefore "moot"; and,
- did not award "damages" to either side.

He then merely said: "case closed"! Given this description, everyone should plan to bring their best lawyer jokes to the Annual Meeting!

So where does this leave WHOA? Per what the Court Order will show (Board must comply with By-Laws), in my opinion I think this means:

- the Board must fill Board vacancies when they occur
- a majority of members is required to enter into a management contract, and for renewals
- a five-year-Board-term limit was recognized – per the Nonprofit Corporation Act
- delegation of the role or authority of the Board is not permitted (but the Board may ask contracted agents to assist with Board duties, under direct-Board supervision)
- the Board must send out a ballot for Member vote to resolve an issue or dispute

Discussion at the Annual Meeting on "where are we" would be welcomed. If you think so, please ask the Board to include a time on the meeting agenda for this purpose (the Board still ignores my "quest" to bring improvements, as a "GOOD GUY" for WHOA, to Member attention).

Sincerely,

Raymond A. Wedlake

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



Appendix

STIPULATION OF ISSUES FOR TRIAL

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

1. Plaintiff seeks a declaratory judgment and declaratory relief as follows:

a. A declaration that the Board of the Woodington Homeowners' Association, Inc. (the "Association") must comply with, and enforce in accordance with their terms, the Association's bylaws.

b. That the court construe the Bylaws of the Association and declare that the bylaws place a duty on the Board of Directors to fill a vacancy on the Board of Directors and the Board of Directors must make reasonable efforts to do so.

c. That the court construe the Bylaws of the Association and declare that the bylaws require a majority of all members to both enter into, and to renew, a management contract.

d. That the court construe the Bylaws of the Association and declare that the bylaws do not permit a Director to remain beyond a five-year term, and in any event, for not more than one additional year beyond such five-year period.

e. That the court declare that the Bylaws of the Association do not permit delegation of the role or authority of the Board.

f. That the court construe the Bylaws of the Association and declare that the Bylaws require the Board of Directors to send out a ballot to the membership for voting if a proposed amendment to the Bylaws is submitted by an eligible member.

2. Plaintiff seeks an award of Nominal Damages against defendants.

3. Plaintiff seeks an award of court costs and legal fees if such costs and fees are paid by the Association's insurance carrier.

4. Defendants ... preserve all defenses ...

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
FOR THE 13TH JUDICIAL CIRCUIT
C/A No.: 2017-CP-23-06301Raymond A. Wedlake, individually and
derivatively, on behalf of all Members of
the Woodington Homeowners'
Association, Inc.,)

Plaintiff(s),)

v.)

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

and,)

Association Management Group SC, Inc.,)

Defendant(s).)

ORDER OF JUDGMENT

This matter came before me on April 20, 2018, for a non-jury/bench trial. At the trial, Plaintiff was represented by attorney Grant H. Gibson. Defendants Benjamin Acord, William Craigo, Denis Esteve, and Brian James (collectively, "***Defendants***") were represented at the trial by attorney Ely O. Grote. Association Management Group SC, Inc. had previously been dismissed from the case and was no longer a party at the time of the trial.

FACTS AND BACKGROUND

Plaintiff, Raymond Wedlake, is a homeowner in the Woodington subdivision and is a member of the Woodington Homeowners' Association, Inc. (the "***Association***"), a South Carolina nonprofit corporation. On October 5, 2017, Plaintiff filed this lawsuit against the



Defendants, primarily relating to various corporate governance matters, legal principles applicable to nonprofit corporations and their directors, and interpretation of the bylaws for the Association.

Defendants are four out of the five directors that were elected to the board of directors at the Association's annual meeting held on January 10, 2017. Stacey Krause was the fifth director elected to the board of directors at the same annual meeting, but she subsequently resigned. The vacancy on the board of directors created by Stacey Krause's resignation had been filled prior to the time of trial. At the time of the trial, Defendants were serving in their first terms, rather than serving in consecutive terms. At the time of the trial, Defendants constituted four out of the five directors serving on the board of directors for the Association.

STIPULATED ISSUES

Prior to trial, the parties stipulated to the issues for trial and filed a Stipulation of Issues for Trial on March 29, 2018. The stipulated issues for trial are as follows:

1. Plaintiff seeks a declaratory judgment and declaratory relief as follows:
 - a. A declaration that the Board of the Association must comply with, and enforce in accordance with their terms, the Association's bylaws.
 - b. That the court construe the Bylaws of the Association and declare that the bylaws place a duty on the Board of Directors to fill a vacancy on the Board of Directors and the Board of Directors must make reasonable efforts to do so.
 - c. That the court construe the Bylaws of the Association and declare that the bylaws require a majority of all members to both enter into, and to renew, a management contract.
 - d. That the court construe the Bylaws of the Association and declare that the bylaws do not permit a Director to remain beyond a five-year term, and in any event, for not more than one additional year beyond such five-year period.

- e. That the court declare that the Bylaws of the Association do not permit delegation of the role or authority of the Board.
 - f. That the court construe the Bylaws of the Association and declare that the Bylaws require the Board of Directors to send out a ballot to the membership for voting if a proposed amendment to the Bylaws is submitted by an eligible member.
2. Plaintiff seeks an award of Nominal Damages against Defendants.
 3. Plaintiff seeks an award of court costs and legal fees if such costs and fees are paid by the Association's insurance carrier.
 4. Defendants preserve all defenses to Plaintiff's claims and nothing herein shall be construed to infer a waiver of any defenses by Defendants or that Defendants in any way stipulate that the matters raised by Plaintiff or the relief sought by Plaintiff are proper matters before the Court or proper matters to be heard by the Court.

DISCUSSION/ANALYSIS

Plaintiff was presented as the only witness in Plaintiff's case in chief. Plaintiff was subject to direct examination and was also cross-examined by defense counsel. Plaintiff did not call any further witnesses and then rested his case. At the conclusion of Plaintiff's case, Defendants moved for directed verdict, which the Court deemed to be and treated as a motion for involuntary non-suit under Rule 41(b), SCRCP. Rule 41(b), SCRCP, provides in relevant part:

After the plaintiff in an action tried by the court without a jury has completed the presentation of his evidence, the defendant, without waiving his right to offer evidence in the event the motion is not granted, may move for a dismissal on the ground that upon the facts and the law the plaintiff has shown no right to relief.

The court as trier of the fact may then determine them and render judgment against the plaintiff or may decline to render any judgment until the close of all evidence.

"Under Rule 41 in a nonjury trial, the trial judge clearly may dismiss the action even though the plaintiff may have established a *prima facie* case." Johnson v. J.P. Stevens & Co., 308 S.C. 116,

118, 417 S.E.2d 527, 529 (1992). “Rule 41(b) allows the judge as the trier of facts to weigh the evidence, determine the facts and render a judgment against the plaintiff at the close of his case if justified.” *Id.* See also, Waterpointe I Prop. Owner's Ass'n, Inc. v. Paragon, Inc., 342 S.C. 454, 458, 536 S.E.2d 878, 880 (Ct. App. 2000).

After considering the evidence and applicable law, I GRANT Defendant’s motion for involuntary non-suit under Rule 41(b), enter judgment against Plaintiff, and specifically find and conclude as follows:

I. Plaintiff’s request that the court construe the Bylaws of the Association and declare that the bylaws require a majority of all members to both enter into, and to renew, a management contract (Stipulated Issue 1(c))

During the trial, the parties stipulated in open court and on the record that they mutually agreed to an interpretation of the bylaws in substance as follows:

Approval by a majority vote of the members of the Association is not needed for the Board of Directors of the Association to renew a contract with an association management company that was previously approved by a majority vote of the members of the Association, as long as the contract contains provisions for automatic renewal. Likewise, approval by a majority vote of the members of the Association is not needed for changes in the amount of consideration or rate paid to an association management company under a contract with an association management company that was previously approved by a majority vote of the members, as long as the contract contains provisions providing for such rate/consideration adjustments.

I find that the stipulation is binding pursuant to Rule 43(k), SCRCP, and it is also hereby incorporated into and made part of the Court’s ruling and order by consent of the parties.

II. Plaintiff’s request for a declaration that the Board of the Association must comply with, and enforce in accordance with their terms, the Association’s bylaws (Stipulated Issue 1(a))

Before a court may render a declaratory judgment, an actual, justiciable controversy must exist. Pee Dee Elec. Co-op., Inc. v. Carolina Power & Light Co., 279 S.C. 64, 66, 301 S.E.2d 761, 762 (1983). Courts “will not pass on moot and academic questions or make an adjudication where there remains no actual controversy.” Byrd v. Irmo High Sch., 321 S.C. 426, 431, 468 S.E.2d 861, 864 (1996). Further, South Carolina courts “will not issue advisory opinions for which no meaningful relief can be granted.” In Interest of Kaundra C., 318 S.C. 484, 486, 458 S.E.2d 443, 444 (Ct. App. 1995). Further, “[q]uestions of statutory interpretation, by themselves, do not rise to the level of actual controversy.” Tourism Expenditure Review committee v. City of Myrtle Beach, 403 S.C. 76, 81-82, 742 S.E.2d 371, 374 (2013).

I find that the evidence presented shows that Defendants had already admitted or stipulated pre-suit that they have an obligation to follow the law and the bylaws. Specifically, by email dated June 17, 2017, Defendants admitted to Plaintiff that “The law must be followed” and that “By election to the Board we did agree to abide by the By-Laws.” Based on the admission or stipulation of Defendants, there really appears to be no actual, justiciable controversy as to this issue. Nonetheless, in light of the Defendants’ admission, the Court does recognize and order that the board of directors of the Association must act in compliance with the bylaws unless inconsistent with law or unless otherwise provided by law. However, as set forth more fully below, except as stated above regarding the parties’ stipulation as to Stipulated Issue 1(c), no other specific finding or determination is made as to the specific terms of the Bylaws and/or the specific meaning of the terms of the Bylaws for the Association, nor is any finding made as to whether Defendants have violated the terms of the bylaws.

III. Plaintiff’s Remaining Requests for Declaratory Relief (Stipulated Issues 1(b), 1(d), 1(e), and 1(f))

It appears that Plaintiff has attempted to bring claims derivatively on behalf of the Association and all of its members. Defendants have asserted as a defense that Plaintiff cannot maintain a derivative action because Plaintiff's claims do not comply with the requirements of Rule 23(b)(1), SCRCPP. Specifically, Defendants have asserted that Plaintiff does not fairly and adequately represent the interests of the other members of the community that are similarly situated. Rule 23(b)(1), SCRCPP, provides, in relevant part that: "The derivative action may not be maintained if it appears that the plaintiff does not fairly and adequately represent the interests of the shareholders or members similarly situated in enforcing the right of the corporation or association."

After considering the evidence, I find that there is simply a lack of evidence to support a claim that Plaintiff is acting derivatively on behalf of the Association and its members. The record is devoid of any evidence that Plaintiff is actually acting in any representative capacity or representing the interests of the members of the Association. Instead, based on the evidence presented, it appears that Plaintiff's views and interests are significantly different from and are in conflict with the views and interests of the majority of the members. Additionally, the evidence indicates that Plaintiff lacks the support of a majority, if any, of the other members of the Association. Plaintiff did not provide any evidence tending to suggest that any other members of the Association supported this action or supported Plaintiff in pursuing this action, but rather, there was evidence to the contrary. Consequently, I find that the Plaintiff does not fairly and adequately represent the other members of the Association that are similarly situated. As a result, to the extent Plaintiff's claims were brought derivatively or must be brought derivatively, such claims must be dismissed.

In addition to the foregoing, I also find that Stipulated Issues 1(b), 1(d), 1(e), and 1(f) are moot, advisory in nature, or otherwise fail to present actual justiciable controversies as to the Defendants, therefore, I decline to issue those requested declarations on this ground as well.

I also find that the evidence admitted at trial nonetheless lacks sufficient information to allow the Court to issue the declarations requested by Plaintiff per Stipulated Issues 1(b), 1(d), 1(e), and 1(f). Bylaws are construed in the same manner as a contract. Shuler v. Tri-Cty. Elec. Co-op., Inc., 374 S.C. 516, 523, 649 S.E.2d 98, 101 (Ct. App. 2007), aff'd, 385 S.C. 470, 684 S.E.2d 765 (2009). “The purpose of all rules of contract construction is to ascertain the intention of the parties and that intention must be gathered from the entire agreement and not from any one particular phrase thereof.” Reyhani v. Stone Creek Cove Condo. II Horizontal Prop. Regime, 329 S.C. 206, 212, 494 S.E.2d 465, 468 (Ct. App. 1997). See also, Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC, 374 S.C. 483, 498, 649 S.E.2d 494, 502 (Ct. App. 2007) (noting that the parties’ intentions must be gathered from the contents of the entire agreement and not from any particular clause thereof and also noting that documents will be interpreted so as to give effect to all of their provisions, if practical); and Koon v. Fares, 379 S.C. 150, 155, 666 S.E.2d 230, 233 (2008) (the purpose of the rules of contract construction is to ascertain the intention of the parties as gathered from the contents of the entire document and not from any particular provision within the contract). Additionally, in an action for declaratory judgment, “the burden of proof rests with the party seeking the declaration, and that party must meet its burden by a greater weight or preponderance of the evidence.” SPUR at Williams Brice Owners Ass’n, Inc. v. Lalla, 415 S.C. 72, 82, 781 S.E.2d 115, 121 (Ct. App. 2015).

In this case, I find that Plaintiff did not admit into evidence a true, accurate, authentic, and complete set of the bylaws. While there may be some testimony or evidence at trial as to

what Plaintiff asserts that certain clauses or phrases of the bylaws mean or say, without a true, accurate, and authentic set of the bylaws, the Court is simply without sufficient information to evaluate the truth, veracity, or accuracy of such contentions. In other words, based on the trial evidence, the Court is simply without sufficient information to independently assess whether the bylaws actually say or mean what Plaintiff contends they say or mean. Further, without a complete set of the bylaws being admitted into evidence, the Court would be forced to view particular phrases or clauses in isolation, and is deprived of the ability to independently review and construe the contents of the entire bylaws as a whole, contrary to contract construction principles. Without a complete set of the bylaws, the Court is deprived of the ability to independently evaluate and determine what provisions of the bylaws are the relevant and controlling provisions, and is deprived of the ability to otherwise construe the provisions of the bylaws in light of the terms of the entire document. Based on the foregoing, at the close of Plaintiff's case, insufficient evidence was presented as to the terms and contents of the bylaws to allow the Court to independently evaluate, interpret, and construe the bylaws. However, even had the bylaws been introduced, from what the record does show, Plaintiff would still not be entitled to the relief he seeks. Therefore, the Court grants judgment against Plaintiff and declines to issue the declarations requested by Plaintiff per Stipulated Issues 1(b), 1(d), 1(e), and 1(f) for this reason as well.

Based on all of the foregoing, except as stated above regarding the parties' stipulation as to Stipulated Issue 1(c), no other specific finding or determination is made as to the specific terms of the Bylaws and/or the specific meaning of the terms of the Bylaws for the Association, nor is any finding made as to whether Defendants have violated the terms of the bylaws.

Based on all of the foregoing, the Court declines to award the relief sought by Plaintiff as to the declarations requested per Stipulated Issues 1(b), 1(d), 1(e), and 1(f) and declines to issue those requested declarations.

IV. Plaintiff's request for an award of Nominal Damages against Defendants (Stipulated Issue 2)

I find that Plaintiff is not entitled to an award of any damages against Defendants and I deny Plaintiff's request for an award of nominal damages.

V. Plaintiff's requests for award of court costs and legal fees if such costs and fees are paid by the Association's insurance carrier (Stipulated Issue 3)

I find that Plaintiff is not entitled to an award of attorney's fees and costs. First, Plaintiff is not the prevailing party in this action, as judgment is granted against Plaintiff pursuant to Defendants' motion for involuntary non-suit under Rule 41(b), SCRCF. Further, the "general rule is that attorney's fees are not recoverable unless authorized by contract or statute." Seabrook Island Prop. Owners' Ass'n v. Berger, 365 S.C. 234, 238, 616 S.E.2d 431, 434 (Ct. App. 2005). "In South Carolina, the authority to award attorney's fees can come only from a statute or be provided for in the language of a contract." Id. at 238-239, 616 S.E.2d at 434. "There is no common law right to recover attorney's fees." Id. at 239, 616 S.E.2d at 434. The Court is unaware of any statute providing for attorney's fees in this case, nor was any evidence presented that attorney's fees are provided by contract. Further, Plaintiff did not provide any evidence that that such costs and attorney's fees would be paid by the Association's insurance carrier, and Plaintiff testified that he is not asking that his attorney's fees be paid by Defendants. Based on the foregoing and the evidence presented, I find that Plaintiff is not entitled to an award

of attorney's fees and costs and therefore deny the Plaintiff's request for attorney's fees and costs.

CONCLUSION

Based on the all of the foregoing, I GRANT Defendant's motion for involuntary non-suit under Rule 41(b) and enter judgment as set forth herein.

IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE TO FOLLOW]



Greenville Common Pleas

Case Caption: Raymond A Wedlake , plaintiff, et al vs. Benjamin Acord , defendant,
et al
Case Number: 2017CP2306301
Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2018-05-29 08:42:19 page 11 of 11

ELECTRONICALLY FILED - 2018 May 29 3:36 PM - GREENVILLE - COMMON PLEAS - CASE#2017CP2306301

703 Creekview Drive
Greenville, SC 29607
September 30, 2019

Subject: Request for your Signed Statement - Woodington Homeowners' Association, Inc. (WHOA)

Dear Members of WHOA:

SUMMARY: Please return to me your signed Statement, which is enclosed.

In a Hearing on September 24, Judge Kinlaw granted the Board's Motion to amend their Answer to add Counterclaims. In so doing, the Judge ignored the legal bill that the Board intends to pile up. Can you guess who will ultimately be asked to pay this legal bill? (**ANSWER: You!**)

This granting relates to my Case 2019-CP-23-00269, which asks the Court to rule on a simple-**Declaratory-Judgment question** of law. The simple question asked of the Court is:

... does the law (Nonprofit Corporation Act) require
the Board to provide to me information that I requested.

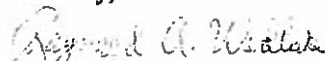
This case was brought "**Pro Se**"; that is, by myself without an attorney. This was done specifically to let the Board know that they did not need to have an attorney, nor to incur legal fees to "defend themselves" (?? against what ??). But, the Board immediately hired a law firm. Why did they do this? I believe they want legal representation to be sure the Court does not rule against them, by saying a Board must give a Member requested information (this is what the law requires!). If the Court is stopped from giving Declaratory Judgment, due to "attorney-legal wrangling", then **this Board and every Board** will be given freedom to continue to **operate in SECRET**, an to hide all doings, actions, and business of WHOA from Members. That is, if you ask for simple information, the Board will ignore you, just like they have ignored me! Is this a proper way for WHOA to be run?

Judge Kinlaw said: "... I will grant defendants' motion to amend answer to add counterclaims, and I encourage both sides to engage in meaningful discovery going forward ... which would **include taking of any depositions** ...". Consequently, I request you return your signed Statement, so that having to schedule many depositions, and to take your deposition, can be avoided.

For Members intending to ignore this request, please be advised as per the Judge's direction for "... taking of any depositions ...", that I will then be forced to subpoena you to be sure depositions are completed. Such action on my part is critical to restoring honesty, decency, and **transparency** to how WHOA is being operated! This is a critical question to determine if the **MAJORITY of WHOA Members** wants to force all of us to pay for legal fees which **do not belong** to WHOA in the first place.

Please voluntarily return (mail slot under my mailbox is available) your signed Statement; sign and return only one Exhibit 1, either "Version A" or "Version B". Thank you.

Sincerely,



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



EXHIBIT 1 - Version B

Civil Action No.: 2019-CP-23-00269

Statement of Daniel or Karen Graham in lieu of Deposition

- 1. I was a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, and represented the voting unit at 100 Woodington Drive.**
- 2. I did return my voted Ballot 1, Ballot 2, and Ballot 3 before the deadline of November 9, 2018.**

The foregoing Statement is true and correct to the best of my recollection and knowledge.

Signature: _____ Date: _____

EXHIBIT 1 - Version A

Civil Action No.: 2019-CP-23-00269

Statement of Daniel or Karen Graham in lieu of Deposition

1. I was a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, and represented the voting unit at 100 Woodington Drive.
2. I did not return any of Ballot 1, Ballot 2, nor Ballot 3 before the deadline of November 9, 2018.
3. I did not intend for my non-returned ballots to be counted by the Board as "FOR" votes.
4. I did not convey authority relative to these ballots for the Board to vote as my Proxy.

The foregoing Statement is true and correct to the best of my recollection and knowledge.

Signature: _____ Date: _____

703 Creekview Drive
Greenville, SC 29607
December 9, 2019

**Subject: PREPARE FOR ANOTHER HUGE LEGAL-EXPENSES ASSESSMENT
- BOARD BREACH OF FIDUCIARY DUTY
Woodington Homeowners' Association, Inc. (WHOA)**

Dear Members of WHOA:

Rather than let the Court decide, the Board spent YOUR MONEY on a Motion to Dismiss the Appeal and LOST! Now, the Board continues to fight the Court's denial of dismissal by PILING UP MORE AND MORE LEGAL EXPENSES!

I am OUTRAGED and as well, MEMBERS should also be OUTRAGED, that the Board authorized MORE LEGAL EXPENSES to have their "dirty lawyers" file a new Initial Brief to start the Appeal process all over, again! In so doing, perhaps another ten thousand dollars were incurred on that document alone! If the Board intends to continue their charade to deny simple interpretation of our By-Laws, then Members may expect another WHOPPING LEGAL BILL, maybe upwards of \$40,000 that YOU, as Members, will be expected to pay!

Are you as a Member of WHOA going to let the Board continue to pile up MORE LEGAL EXPENSES? When is enough, enough? With this letter, I am asking the Board to send an all-Member ballot, to give all Members a chance to say: NO! to more and more legal expenses! I also am asking that the Board ABSTAIN from voting non-returned ballots per their desire. If the Board will do this, they will find that a MAJORITY of WHOA Members DO NOT SUPPORT the Board being champions of MORE LEGAL EXPENSES!

I also ask for the President to call a Special Meeting to hear Member outrage about MORE LEGAL EXPENSES. If the President will not call a Special Meeting, then the By-Laws say: "... written request of one-fourth (1/4) of the Members ..." may call a Special Meeting on their own.

Board members continue to ignore their Fiduciary Duty to Members by acting against the best interest of WHOA, by authorizing MORE AND MORE LEGAL EXPENSES, and to DENY JUDGMENT from a Court! Why are they doing this? The Board continues to try to deny judgment because they know a Court WILL RULE AGAINST the Board's MIS-interpretation of our By-Laws. Because of their egos, they cannot let this happen – so their only option is to try to continue to deny judgment.

New Members to serve on the WHOA Board who will restore decency, honesty, integrity, and "good faith" in conducting the business of WHOA are sorely needed! May I sincerely hope that all Members "get it"? One such Member's signature who stands for all these things is below!

Sincerely,


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



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.

Plaintiff (*Pro Se*)

vs.

Christopher Edwards, Charles Koshis,
Denis Esteve, Michael Keels, and William Craigo
in their capacity as Board of Directors of
Woodington Homeowners' Association, Inc.

Defendants

)
) **IN THE COURT OF COMMON PLEAS**

)
) **THIRTEENTH JUDICIAL CIRCUIT**

)
) Civil Case No. 2019-CP-23-00269

)
) **SUMMONS**

)
) (NON-JURY)

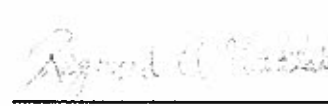
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TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the Plaintiff, care of: Grant H. Gibson, Esq.; 1200 Woodruff Road, A-3; Greenville, South Carolina, 29607, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.


Raymond A. Wedlake
Plaintiff, *Pro Se*
703 Creekview Drive
Greenville, SC 29607
864-254-9262
wedlakera@mail.com



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.

Plaintiff (Pro Se)

vs.

Christopher Edwards, Charles Koshis,
Denis Esteve, Michael Keels, and William Craigo
in their capacity as Board of Directors of
Woodington Homeowners' Association, Inc.

Defendants

)
) **IN THE COURT OF COMMON PLEAS**

)
) **THIRTEENTH JUDICIAL CIRCUIT**

) Civil Case No. 2018-CP-23

2019-CP-23- 00269

) **VERIFIED COMPLAINT FOR**

) **DECLARATORY JUDGMENT**

) **AND INJUNCTIVE RELIEF**

) (NON-JURY)

FILED
JAN 7 2019
CLERK OF COURT

COMES NOW, Raymond A. Wedlake ("Plaintiff"), appearing *pro se*, and brings this action
for Declaratory Judgment and Injunctive Relief, based upon the allegations below.

PARTIES

1. Plaintiff: Raymond A. Wedlake is, and at all relevant periods has been, a resident of Greenville County.
2. Defendants, Christopher Edwards, Charles Koshis, Denis Esteve, Michael Keels, and William Craigo, have each been and continue to be, residents of Greenville County at all relevant periods.

NATURE OF THE CONTROVERSY

3. As set forth in detail in Plaintiff's Affidavit (Affidavit) and Exhibits, and in the statement of "FACTS" below, Defendants, who currently act as the 2018 Board of Directors (Board) of Woodington Homeowners' Association, Inc. (WHOA), of which Plaintiff is a longtime

Member in good standing (Affidavit), have prohibited Plaintiff from access to WHOA documents, specifically a list of those Members who returned ballots (Documents or List) regarding a substantial increase in dues and a special assessment, and ignored or denied Plaintiff's various requests for copies of the List. Based on information and belief, and based upon the specified arguments below, the "South Carolina Nonprofit Corporation Act of 1994" (NPCA) gives Plaintiff a right to "inspect and copy" such Documents (Exhibit 1), and this Court has the discretion to so permit such inspection and copying, and should do so, pursuant to the NPCA.

4. Specifically, Plaintiff repeatedly requested the List, and not how such Members voted, as related to ballots to assess to Members, including Plaintiff, a substantial increase in dues, and similarly a one-time assessment (Exhibit 2).
5. On December 17, 2018, Defendant Edwards, as President and on behalf of the Board refused such request, stating in part: ".. the Board has been unable to find a bylaw or statute that grants Members the right to inspect .." (Exhibit 3).
6. Plaintiff provided Defendants with a statement of "proper purpose", as required for requests of information not specifically listed in the NPCA.
7. Plaintiff is a former two-term member of the Board of WHOA, and a nominated candidate for election to a 2019 WHOA Board, and believes there are other Members that share his platform and ideas (Platform), including a belief that fees increases were improper; Plaintiff believes Defendants oppose Plaintiff's desire for increased transparency, and the desirability of adopting an alternative dispute resolution procedure; Plaintiff also believes

Defendants are deliberately withholding the List, such that Plaintiff does not have information to facilitate a garnering of support to challenge the current Board.

8. In addition, Plaintiff is a "litigant" (Affidavit), as described under Section 33-31-1602(d) of the NPCA, and it is Plaintiff's position that he is therefore entitled to such information, regardless of whether it is specifically listed in the NPCA, and Plaintiff's position was communicated to, but was rejected by, Defendants.
9. The Court, pursuant to NPCA Section 33-31-1602(d) has the authority to, and given the legislative intent of such statute, has discretion to permit such inspection and copying of Documents, which this Court is asked to exercise in favor of Plaintiff.

JURISDICTION AND VENUE

10. This is a matter which involves interpretation of a statute, and thus falls directly under S.C. Code Ann. Title 15, Chapter 53, Section 15-53-10, *et seq.*, as amended, known as the "Uniform Declaratory Judgment Act" (UDJA), which speaks directly to the issue in this case in Code Section 15-53-30, which provides in pertinent part:

SECTION 15-53-30. Determination of questions under deed, will, written contract, statute, municipal ordinance, contract or franchise.

"Any person interested under a deed, will, written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder."

11. Plaintiff is clearly a person "... whose rights, status, or other legal relations are affected by a statute ...", and thus a Declaratory Judgment action is proper to determine a "... question of construction ... under the ... statute ... and obtain a declaration of rights, status or other legal relations thereunder."
12. The UDJA specifically provides that where appropriate the Court may grant additional relief per SC Code § 15-53-120 (2012).
13. This action also requests Injunctive Relief.
14. This Court has jurisdiction of the subject matter of this complaint and personal jurisdiction of the parties.
15. Venue is proper, as all parties and witnesses, if any, are within Greenville County.

FACTS

16. Plaintiff is a Member in good standing of WHOA, and will suffer specific and individualized injury arising from an imminent proposed increase in HOA fees, and thus has standing to bring this action (Affidavit, Exhibit 4).
17. WHOA is a South Carolina Nonprofit Corporation, subject to the NPCA.
18. Plaintiff sought relief from the Board's ignoring or denying a right to "inspect and copy" Documents via filing complaints with the "Department of Consumer Affairs" (DCA) under the May 2018 "HOA Act", but all complaints were effectively ignored by the Board (Affidavit).
19. On October 5, 2018, Plaintiff asked the Board to return ballots to an independent-third party for certification of vote results, or to allow Plaintiff to "inspect and copy" ballots in order to certify vote results, and Plaintiff specified a process to maintain confidentiality of a

Member's vote (Affidavit, Exhibit 2); very specifically, Plaintiff is not asking for a record of how each Member voted, but rather the List, only (Affidavit, Exhibit 5).

20. This October 5, 2018, letter was again brought to the Board's attention with filing of a DCA complaint of November 11, 2018 (Affidavit, Exhibit 6).
21. Plaintiff is a litigant per 2017-CP-23-06301, relating to WHOA governance issues, with Appeal 2018-001209 currently pending (Affidavit), being stated here for the Court's knowledge and understanding to help facilitate applying its discretion as related to NPCA Section 33-31-1602(d).
22. Defendants conviction that Plaintiff may not receive the List, where Plaintiff believes such conviction has an intent to subjugate Plaintiff's candidacy to the 2019 Board and his Platform in opposition to that of Defendants, is simply bad faith, and improper (Affidavit).
23. Plaintiff believes that the proper attitude for Defendants to take is to supply the List as requested, even though not specifically identified as required in the NPCA, if as here, the request has a proper purpose (Affidavit).
24. Defendants make excuse and refuse to provide the List by claiming that all ballot information is confidential, where on October 6, 2018, the Board was informed of a process by which votes of Members are kept confidential (Exhibit 7), but to date no acknowledgment of this process was received (Affidavit).
25. On December 27, 2018, the Board was informed that a listing of voters is commonly made known and is not confidential, as was shown in a report from "Election Trust" – the "Voter Credit List" (Affidavit, Exhibit 5).

26. Plaintiff is a candidate for nomination to a 2019 WHOA Board with his Platform which conflicts with that of recent Boards, and which incorporates “transparency”, improvement of WHOA, proper Board Governance, along with a proposed procedure for alternative dispute resolution, and believes there are other Members that share such ideas, including many who did not vote during the recent balloting (Affidavit).
27. A proposed increase in fees (increasing dues by a factor about 2) was not approved by a majority of WHOA Members (34 votes) in November 9, 2018 balloting by those who actually returned ballots; for both Ballots 1 and 2, a majority of Members did not give approval to Defendants, who decided to go ahead with fees increases regardless of not having approval from a majority of Members (Affidavit).
28. Plaintiff served as a Board member for two-prior terms, and was one of five co-authors of By-Laws Rev 2 (June 15, 2005, Affidavit).
29. Consistent with Plaintiff's Platform, ethics practiced by two Boards on which Plaintiff served would:
- 1) never allow a personally-biased discrimination against any single Member, or group of Members;
 - 2) never condone a lack of communication to Members, and actions/inaction of the Board to remain secret;
 - 3) never withhold information requested by a Member in an attempt, and with intent, to improve WHOA;
- as done by Defendants, based on information and belief (Affidavit).

30. Regarding the November 9, 2018 set of three ballots, Plaintiff has several proper purposes entitling him to the List, which are:

- 1) certify vote counts;
- 2) since Plaintiff is a nominee for the 2019 Board, identify Members whose beliefs may be similar to Plaintiff's beliefs, including a belief that fees increases were improper;
- 3) prove to Defendants that non-returned ballots did not indicate, nor imply nor mean, support for the Board's proxy votes "For"; Plaintiff is unable to contact these non-voting Members without knowing the List;
- 4) show to Defendants that Plaintiff is already a litigant per 2017-CP-23-06301;
- 5) identify those Members who may support Plaintiff in subsequent, potential actions to improve WHOA, where information from non-voting Members is needed to inform Defendants about true facts of Member desires.
- 6) gather support for Plaintiff's Platform as a nominee for the 2019 Board (Affidavit).

31. As shown above by facts and exhibits, Plaintiff sent various requests for specific information and for Documents, which have been ignored or refused by Defendants, with no Documents provided (Affidavit).

FOR FIRST CAUSE OF ACTION

DECLARATORY JUDGMENT

32. Plaintiff repeats and re-alleges each and every allegation contained in preceding paragraphs with the same force and effect as if herein fully set forth.

33. Upon information and belief, as of the filing of this suit, Defendants have refused to comply with requests for the List made to them by Plaintiff.

34. Upon information and belief, WHOA and its members will continue to suffer irreparable harm, and also will have no idea about the extent of harm, as Defendants refuse to provide vital Documents to Plaintiff to allow enlightenment of WHOA members.
35. Plaintiff further requests that Defendants be required to turn over to and furnish Plaintiff with Documents to which he is legally entitled, in a manner directed by the Court.

FOR A SECOND CAUSE OF ACTION

INJUNCTIVE RELIEF

36. Plaintiff repeats and re-alleges each and every allegation contained in preceding paragraphs with the same force and effect as if herein fully set forth.
37. In order to assure compliance with an action for Declaratory Judgment, it is essential that the Court recognize that Plaintiff seeks this Court to declare an affirmative Injunction “.. to compel the production of corporate records ..”, specifically the List from November 9, 2018 balloting, as NPCA:

“SECTION 33-31-1602. Inspection of records by members.

(d) This section does not affect:

- (1) the right of a member to inspect records under Section 33-31-720 or, if the member is in litigation with the corporation, to the same extent as any other litigant; or
- (2) the power of a court, independently of this chapter, to compel the production of corporate records for examination.”

since Plaintiff is a litigant per 2017-CP-23-06301, as Appeal 2018-001209.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Raymond A. Wedlake, appearing *pro se*, prays for judgment for the Plaintiff, as follows:

- A. That the Court find against Defendants and grant Plaintiff's request for a Declaratory Judgment confirming under the NPCA that Plaintiff is entitled to "inspect and copy" requested Documents, specifically the List from November 9, 2018 balloting;
- B. That the Court confirm Plaintiff has a right for access to requested Documents per NPCA Section 33-31-1602(d), and other all sections of NPCA granting such right;
- C. That the Court compel Defendants to permit such inspection and copying of Documents, and to provide the List from ballots of November 9, 2018;
- D. That the Court affirm a Board must act with good faith to provide access to Documents to which Plaintiff is entitled, and to which such right to "inspect and copy" exists;
- E. That the Court recognize Injunctive Relief is appropriate and necessary to carry out the Court's Declaratory Relief;
- F. That this Court award Plaintiff "Nominal Damages" of \$1;

G. That this Court award Plaintiff the reasonable costs and expenses of this action;
and,

H. That this Court grant such other and further relief as this Court deems equitable and just
under the circumstances.

Dated this 17th day of January, 2019.

Respectfully Submitted,



Plaintiff, *Pro Se*
703 Creekview Drive
Greenville, SC 29607
864-254-9262
wedlakera@mail.com

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.

Plaintiff (*Pro Se*)

vs.

Christopher Edwards, Charles Koshis,
Denis Esteve, Michael Keels, and William Craigo
in their capacity as Board of Directors of
Woodington Homeowners' Association, Inc.

Defendants

)
) IN THE COURT OF COMMON PLEAS

)
) THIRTEENTH JUDICIAL CIRCUIT

) Civil Case No. 2018-CP-23-

) **2019-CP-23- 00269**

)
) VERIFICATION

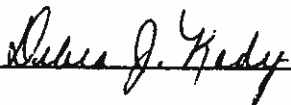
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PAUL B. VICK-MONROE
2019 JAN 17 PM 4:18

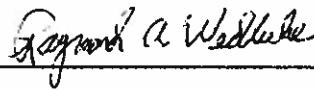
I, Raymond A. Wedlake, appearing first before the Notary Public, state that I am the Plaintiff
in this matter. I have read the attached Complaint and know or believe the contents and
allegations are true to the best of my knowledge, except for those matters stated which are
alleged on information and belief.

Sworn to before me this

17th day of January, 2019.



Notary Public of South Carolina



Raymond A. Wedlake, Plaintiff

My Commission expires: 5/30/2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.
Plaintiff (Pro Se)

vs.

Christopher Edwards, Charles Koshis,
Denis Esteve, Michael Keels, and William Craigo
in their capacity as Board of Directors of
Woodington Homeowners' Association, Inc.

Defendant(s)

Submitted By: Raymond A. Wedlake
Address: 703 Creekview Drive
Greenville, SC 29607

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2019-CP-23-00269

ENTERED COMPUTER

SC Bar #: XX
Telephone #: 864-254-9262
Fax #: XX
Other: XX
E-mail: wedlakera@mail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

☐ Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ General (130) ☐ Breach of Contract (140) ☐ Fraud/Bad Faith (150) ☐ Failure to Deliver/ Warranty (160)	☐ Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20__-NI-_____ ☐ Notice/ File Med Mal (230) ☐ Other (299) _____	☐ Torts - Personal Injury ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Assault/Battery (370)	☐ Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460)
☐ Employment Discrim (170) ☐ Employment (180) ☐ Other (199) _____	☐ Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899) _____	☐ Slander/Libel (380) ☐ Other (399) _____	☐ Other (499) _____
☐ Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599) _____	☐ Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770)	☐ Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991)	☐ Other (999) _____
☐ Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions	☐ Petition for Workers Compensation Settlement Approval (780) ☐ Incapacitated Adult Settlement	

Recorded On Appeal of Appellant Page 351 of 374

- ☒ Other (699) ☐ Motion to Quash Subpoena in an Out-of-County Action (790)
 Declaratory Judgment and Injunctive Relief (660)
☐ Sexual Predator (510) ☐ Pre-Suit Discovery (670) ☐ Other (799) _____
☐ Permanent Restraining Order (680)
☐ Interpleader (690)

Submitting Party Signature: _____ **Date:** 01/15/19

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

The initial ADR conference must be held within 300 days after the filing of the action.

Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

Cases are exempt from ADR only upon the following grounds:

- a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
- b. Requests for temporary relief;
- c. Appeals
- d. Post Conviction relief matters;
- e. Contempt of Court proceedings;
- f. Forfeiture proceedings brought by governmental entities;
- g. Mortgage foreclosures; and
- h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.

Plaintiff

vs.

Scott Bashor, William CRAIGO, Christopher
Edwards, Denis Esteve, and Charles Koshis,
in their capacity as Members of the current
Board of Directors of
Woodington Homeowners' Association, Inc.

and

Doe Entities 1-10, and John & Jane Does 1-10

Defendants

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Civil Case No. 2019-CP-23-_____

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint to the subscriber at his office: 1200 Woodruff Road, Bldg A-3, Greenville, SC, 29607, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully Submitted,
G. GIBSON & ASSOCIATES, LLC

By: s/Grant H. Gibson, Esq.
Grant H. Gibson, Esq., SC Bar # 9269
1200 Woodruff Rd. - A-3, Greenville, SC 29607
Tel: (864) 630-7471
e-mail: atty@ggibsonassociates.com
March 21, 2019



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.

Plaintiff

vs.

Scott Bashor, William Craig, Christopher
Edwards, Denis Esteve, and Charles Koshis,
in their capacity as Members of the current
Board of Directors of
Woodington Homeowners' Association, Inc.

and

Doe Entities 1-10, and John & Jane Does 1-10

Defendants

)
) **IN THE COURT OF COMMON PLEAS**

)
) **THIRTEENTH JUDICIAL CIRCUIT**

)
) Civil Case No. 2019-CP-23-____

)
) **VERIFIED COMPLAINT FOR**

)
) **BREACH OF COVENANTS, AND**

)
) **BREACH OF FIDUCIARY DUTY**

COMES NOW, Raymond A. Wedlake (Plaintiff), in his capacity as a member in good standing of Woodington Homeowners' Association, Inc.(WHOA), and by and through his undersigned legal counsel, Grant H. Gibson, Esq., hereby asserts a breach of covenants and breach of fiduciary duty by Defendants arising from acceptance of an improper invoice from the law firm of McCabe, Trotter, and Beverly, P.C. (McCabe), coupled with disbursement of WHOA funds to McCabe, or any partner or associate thereof.

PARTIES

1. Plaintiff: Raymond A. Wedlake is, and at all relevant periods has been, a resident of Greenville County.

2. Defendants: Scott Bashor, William Craigo, Christopher Edwards, Denis Esteve, and Charles Koshis, have each been and continue to be, residents of Greenville County at all relevant times.

JURISDICTION AND VENUE

3. This Court has jurisdiction of the subject matter of this complaint and personal jurisdiction of the parties.
4. Venue is proper, as all parties and witnesses, if any, are within Greenville County.

NATURE OF THE CONTROVERSY

5. This suit for breach of covenant and fiduciary duty and is supported by the following "Statement of Facts", along with the Affidavit of Plaintiff (Affidavit) and Exhibits hereto.
6. As set forth in detail in Affidavit and Exhibits, and in the "Statement of Facts" below, Defendants act currently as the 2019 Board of Directors (Board) of WHOA.
7. Based upon information and belief, Defendants breached their duty to abide by the By-Laws and the South Carolina Nonprofit Corporation Act of 1994 (NPCA).
8. Specifically, Plaintiff alleges that Defendants, as members of WHOA Board, have a fiduciary duty to its members, including the duty of care and the duty of loyalty, pursuant to S.C. Code Ann. Section 33-31-830.
9. Defendants breached such duties, and as a result, Plaintiff has suffered individualized injury, giving Plaintiff standing to bring this suit.
10. Plaintiff alleges, moreover, that with respect to the duty of care, Defendants did not act in good faith and indeed their misconduct was knowing and intentional, and thus Defendants are subject to personal liability pursuant to Section 33-31-830.

11. Moreover, WHOA is a mutual benefit corporation, and thus, Plaintiff asserts that Defendants are not insulated by S.C. Code Section 33-31-834 since it does not apply to mutual benefit corporations.
12. Plaintiff asserts further that if protections afforded by such statute applied then in any event the actions of the Defendants constituted “gross negligence or willful or wanton conduct” which denies Defendants from such protection.
13. Such breach of fiduciary duty and the need for a Preliminary Injunction arises from improper actions by Defendants regarding acceptance of an invoice for legal fees, and apparent agreement to pay fees, improperly billed to WHOA by McCabe.
14. Such improper billing and acceptance arises from Plaintiff's action for Declaratory Judgment, and the appeal therefrom, Case 2018-001209, as set forth in detail below.
15. Defendants refused to enter into an agreement committing not to pay any such fees without first providing Plaintiff at least ten-days-written notice in advance of making any payment, thus requiring this judicial action.
16. Payment of any such fees would be improper since they were not only improperly incurred but also, contrary to the position of Defendants, do not qualify as payments for “indemnification” for several reasons.
17. Such reasons include, inter alia:
 - (a) the requisite steps required for indemnification pursuant to the SC NPCA were not met;
 - (b) the wrong party was billed; and

(c) the fact that there has been no “final judgment” as this case is pending at this time before the Court of Appeals, and thus, acceptance of the McCabe invoice and any such payments are premature.

18. Based on information and belief, and based upon the specified arguments below, Defendants have already improperly made a \$6,600 payment to McCabe.

STATEMENT OF FACTS

19. Plaintiff is a member in good standing of WHOA (Affidavit).
20. Plaintiff is a former two-term member of the WHOA Board (Affidavit).
21. The legal fees in question arise from an action by Plaintiff for declaratory relief requesting interpretation of the By-Laws of WHOA, brought by Plaintiff, both derivatively on behalf of WHOA, and individually for particularized harm, against the 2017-WHOA Board (2017-CP-23-06301) (Affidavit).
22. Final resolution is currently pending before the Court of Appeals (2018-001209 (Affidavit).
23. McCabe represented individual members of the 2017 Board yet billed the 2018-WHOA itself, although WHOA was a co-Plaintiff (derivatively) in the action with the Plaintiff (Affidavit).
24. The 2018 WHOA President continues as 2019-Board President (Affidavit).
25. A typical-WHOA-full-year-annual budget totals a mere \$13,000 (Affidavit).
26. For over a year, as this McCabe legal bill mounted to a total of \$53,684.50, the 2017 Board withheld disclosure of accumulation of legal-expense amounts from members of WHOA, including Plaintiff (Affidavit, Exhibit 1).

27. For towards a year, despite repeated requests by Plaintiff, the 2017 Board and 2018 Board refused to provide a copy of the unredacted legal bill showing the party billed, which previously had been redacted (Affidavit, Exhibit 2).
28. 2017 Board sought insurance which was denied based upon the Declaratory nature of the action (Affidavit, Exhibit 3).
29. On February 2, 2018, Plaintiff repeated a demand that the legal invoice not be paid since to do so would:
 - a) be a direct violation of By-Laws-indemnification requirements (Exhibit 4);
 - b) be a direct violation of indemnification specifications found in the NPCA (Exhibit 5);
 - c) force an action for breach of covenants and fiduciary duty (Exhibit 6) (Affidavit).
30. Article X, Section 4 of WHOA By-Laws (Exhibit 7), requires Member approval for large expenditures:

“The non-budgeted expenditure of corporate funds in excess of One Thousand Five Hundred Dollars (\$1,500.00) for any individual project must be approved by a majority vote of the membership ...”

(Affidavit)
31. As of February 20, 2019, no approval from Members was requested by any of 2017, 2018, nor 2019 Board to incur nor to accumulate legal fees far in excess of a By-Laws-required limit of \$1,500 (Affidavit).
32. Based on information and belief Defendants did not acknowledge in writing the Board's position as requested (Affidavit, Exhibit 8).
33. In two ballots due November 22, 2018, the Board sought to ratify such misconduct by sending out ballots to Members (Exhibits 9 and 10) asking for them to approve indemnification payments resulting from a McCabe invoice, by way of a substantial increase

in dues plus an assessment of a one-time-Member fee, based on information and belief (Affidavit).

34. Neither ballot received a majority of Member votes (Affidavit).

35. Based upon information and belief, Defendants claimed both ballots passed based upon their breach of fiduciary duty by voting "For" as applied to ballots not returned by Members (Affidavit).

36. Plaintiff again objected (Exhibit 5), noting that in no event could the Board lawfully assess anyone who voted against such proposal, nor could the Board lawfully assess those not casting a ballot, based upon information and belief (Affidavit).

37. Based upon information and belief, Defendants proceeded to improperly make indemnification payments for 2017 Board legal expenses from WHOA funds to McCabe (Affidavit, Exhibit 11).

38. Defendants rejected a proposal by Plaintiff to commit to suspend such payments by refusing to sign an agreement from Plaintiff that 10-days' notice be given before any future payment is made to McCabe (Affidavit, Exhibit 12).

39. Defendants elected instead to force Plaintiff to bring this action as shown in a message to Counsel which stated: "... will no longer negotiate ..." (Affidavit, Exhibit 13).

40. Plaintiff is one of a majority of Members who either:

- (a) voted against ballots seeking approval of the special assessment and increase in dues; or,
 - (b) did not submit ballots approving such special assessment and increase in dues
- (Affidavit).

41. Plaintiff faces imminent individualized harm in the form of a massive increase in assessment and dues, coupled with the threat of a lien being placed upon his home if he rightfully refuses to pay (Affidavit, Exhibit 11).
42. On February 15, 2019, Plaintiff informed Defendants of a new homeowner, and they were asked to provide Plaintiff with an updated list of WHOA Members, but in direct violation of the NPCA which requires a Board to supply a Member list on request, Defendants continue to breach their duty by ignoring Plaintiff's request (Affidavit, Exhibit 14).
43. Since March 9, 2019, when Defendants were asked to provide results from a ballot of February 22, 2019, they continue to breach their duty to respond to Plaintiff's request for information by ignoring it (Affidavit, Exhibit 15).
44. On March 11, 2019, Defendants received Plaintiff's message which implored them to act in good faith and agree to action to defer this case from being filed:
- "Please accept this last-chance notice and reply affirmatively."
- but further breached their duty by choosing to ignore it, and did not reply (Affidavit, Exhibit 16).
45. By refusing to make a commitment and agree not to pay McCabe until after a final judgment results from 2018-001209, Defendants have left Plaintiff no option other than to bring this action judicially, based on information and belief (Affidavit).
46. WHOA is a mutual-benefit-nonprofit corporation, and thus is subject to the NPCA, based on information and belief (Affidavit).

PRAYER FOR RELIEF

- A. Plaintiff prays for the Court to find in favor of Plaintiff's claim against Defendants for Breach of Covenant of Good Faith and Breach of Fiduciary duty;
 - B. Plaintiff prays for the Court to order that Defendants demand recovery from McCabe to WHOA for any and all monies already paid, resulting from 2017-CP-23-06301 or 2018-001209; or, in any event that such funds be placed and held in escrow, until after a final judgment is rendered;
 - C. That this Court award Plaintiff "Nominal Damages" of \$1;
 - D. That this Court award Plaintiff the reasonable costs and expenses of this action;
- and,
- E. That this Court grant such other and further relief as this Court deems equitable and just under the circumstances.

Dated this 21st day of March, 2019.

Respectfully Submitted:

Grant H. Gibson, Esq.

Grant H. Gibson, Esq. Bar # 9269
G, Gibson & Associates, LLC
1200 Woodruff Rd. A-3
Greenville, SC 29607
atty@ggibsonassociates.com
Tel: 864-630-7471

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.

Plaintiff

vs.

Scott Bashor, William Craigo, Christopher
Edwards, Denis Esteve, and Charles Koshis,
in their capacity as Members of the current
Board of Directors of
Woodington Homeowners' Association, Inc.

and

Doe Entities 1-10, and John & Jane Does 1-10

Defendants

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Civil Case No. 2019-CP-23-_____

VERIFICATION

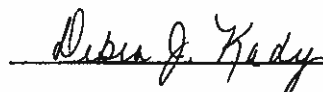
OF

**VERIFIED COMPLAINT FOR
BREACH OF COVENANTS, AND
BREACH OF FIDUCIARY DUTY**

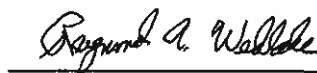
I, Raymond A. Wedlake, appearing first before the Notary Public, state that I am the Plaintiff in this matter. I have read the attached "VERIFIED COMPLAINT FOR BREACH OF COVENANTS, AND BREACH OF FIDUCIARY DUTY" and know or believe the contents and allegations are true to the best of my knowledge, except for those matters stated which are alleged on information and belief.

Sworn to before me this

21st day of March, 2019



Notary Public of South Carolina



Raymond A. Wedlake, Plaintiff

My Commission expires: 5/30/2024



Record On Appeal of Appellant

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703 Creekview Drive
Greenville, SC 29607
October 11, 2021

The Honorable Chief Justice Donald W. Beatty
The Supreme Court of South Carolina
P.O. Box 11330
Columbia, SC 29211
supctfilings@accourts.org (sent via e-mail)

2017-CP-23-06301

2021 OCT 19 3:51:01
Greenville County SC

Wk

cc: The Honorable Paul B. Wickensimer, Clerk
Greenville County Courthouse
305 E. North Street
Greenville, SC 29601

Subject: Confusion/Errors in Order of 10/06/21 2021-000665

Dear Honorable Chief Justice Beatty:

Thank you for an Order you signed, dated October 6, 2021. However, confusion is noted. Once again I, as Appellant, must object to ERRORS OF FACT stated in this Order in two instances.

THE ORDER OF 06/24/2021 DID NOT
DISMISS BASED UPON RULE 260, SCACR

The Order of 06/24/21 dismissed upon Rule 242(d), SCACR. It did so based upon FALSE GROUNDS via PRESUMPTION that

"... this notice of appeal has been construed as a petition for a writ of certiorari.

This petition for a writ of certiorari does not have the content required by Rule 242(d). Accordingly, this matter is dismissed."

Factually pursuant to Rule 242(c), SCACR, an actual "Petition for Writ of Certiorari" (Writ) was timely filed, but to date has been ignored by the Court. The filed Writ contained all content required by Rule 242(d). I believe the Clerk intentionally VIOLATED RULE 242(c), SCACR, to mislead Justices to simply ignore the actually filed Writ.



THE REMITTITUR WAS NOT PROPERLY SENT
PURSUANT TO SOUTH CAROLINA APPELLATE COURT RULES

Correspondence dated September 28, 2021 from the Clerk
(Honorable Patricia A. Howard) admits:

"... this Court's order denying your motion to
reinstate was issued on September 21, 2021, and
the Court of Appeals issued the remittitur the
same day, thereby ending appellate jurisdiction
over this case. ..."

Factually, pursuant to Rule 221(b), SCACR (appendix), a
remittitur cannot be sent until 15 days after the Order.
Similarly, in this case where an actual Writ was filed,
Rule 221(b) requires that NO REMITTITUR be sent until
after notification that the Writ has been denied. I believe
the Clerk intentionally VIOLATED RULE 222(b), SCACR,
"... ending appellate jurisdiction ..." such that my motions
pointing out ERRORS OF FACT could, and would, simply be
ignored by Supreme Court Justices.

Thank you again. However, I am appalled that the Clerk
dismissed my case on FALSE GROUNDS. I am also appalled
by Supreme Court Justices who ignore the facts, and then base
Orders upon ERRORS OF FACT. The conduct of the Supreme
Court to condone VIOLATION OF RULE 242(c) by the Clerk
cannot be justified! Similarly, VIOLATION OF RULE 221(b)
by Clerks cannot be justified!

Sincerely,

Raymond A. Wadlake
864-254-9262 wadlakera@mail.com

----- Appendix -----

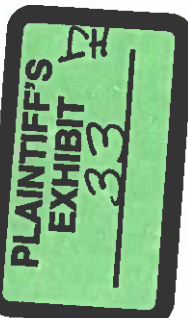
RULE 221 REHEARING AND REMITTITUR

(b) Remittitur. The remittitur ... shall not be sent to the lower
court or administrative tribunal until fifteen (15) days have
elapsed (the day of filing being excluded) since the filing of
the opinion, order, judgment, or decree of the court finally
disposing of the appeal. ... Where a petition for rehearing has
been denied, the Court of Appeals shall not send the remittitur to
the lower court or administrative tribunal until the time to petition
for a writ of certiorari under Rule 242(c) has expired. If a petition
for writ of certiorari is filed, the Court of Appeals shall not send
the remittitur until notified that the petition has been denied. ...

WOODINGTON HOMEOWNERS ASSOCIATION				Assess#1 Announced 1/3/2019			66 LOTS
Assessment of Legal Fees							Craig
LOT	ADDRESS	NAME	2020 ASSESS \$50 (Dues Incr)	2019 ASSESS \$100	2019 ASSESS \$50 (Dues Incr)	COMMENTS	
1	1 Woodington Dr	Butkiewicz	\$ 50.00	\$ 100.00	\$ 50.00	Butkiewicz Paid	
2	3 Woodington Dr	Knight	\$ 50.00	\$ 100.00	\$ 50.00	Knight Paid	
3	5 Woodington Dr	Harkins	\$ 50.00	\$ 100.00	\$ 50.00	Harkins Paid	
4	7 Woodington Dr	Johnson	\$ 50.00	\$ 100.00	\$ 50.00	Johnson Paid	
5	105 Woodington Dr	Smith	\$ 50.00	\$ 100.00	\$ 50.00	Briesch Paid (to Smith 8/12/2019)	
6	201 Woodington Dr	Austin (Rental)	\$ 50.00	\$ 100.00	\$ 50.00	Austin Paid	
7	203 Woodington Dr	Krause	\$ 50.00	\$ 100.00	\$ 50.00	Krause Paid	
8	205 Woodington Dr	Owens	\$ 50.00	\$ 100.00	\$ 50.00	Esteve Paid (to Owens 3/25/2020)	
9	301 Woodington Dr	M Taylor	\$ 50.00	\$ 100.00	\$ 50.00	Taylor Paid	
10	303 Woodington Dr	Black	\$ 50.00	\$ 100.00	\$ 50.00	Black Paid	
11	305 Woodington Dr	Padgett	\$ 50.00	\$ 100.00	\$ 50.00	Padgett Paid	
12	307 Woodington Dr	LoBrutto	\$ 50.00	\$ 100.00	\$ 50.00	Hunter Paid (to LoBrutto 12/20/2021)	
13	599 Creekview Dr	Eldridge (Hegeman)	\$ 50.00	\$ 100.00	\$ 50.00	Hegeman Paid (to Eldridge 4/8/2022)	
14	601 Creekview Dr	McKelvey	\$ 50.00	\$ 100.00	\$ 50.00	Curtis to McKelvey 1/29/2018	
15	603 Creekview Dr	Terwilliger	\$ 50.00	\$ 100.00	\$ 50.00	Price Paid (to Belk 12/28/2018;	
16	605 Creekview Dr	Vernon	\$ 50.00	\$ 100.00	\$ 50.00	Belk to Terwilliger 6/15/22)	
17	607 Creekview Dr	Benator	\$ 50.00	\$ 100.00	\$ 50.00	Vernon Paid	
18	701 Creekview Dr	Brockman	\$ 50.00	\$ 100.00	\$ 50.00	Trapp Paid (to Benator 11/22/2021)	
19	703 Creekview Dr	Wedlake	\$ 50.00	\$ 100.00	\$ 50.00	Brockman Paid	
20	705 Creekview Dr	LaCroix (Deluccia)	\$ 50.00	\$ 100.00	\$ 50.00	LaCroix Paid (to Deluccia 3/31/2022)	
21	22 Southfield Dr	Seagrist	\$ 50.00	\$ 100.00	\$ 50.00	Seagrist Paid	
22	20 Southfield Dr	Acord	\$ 50.00	\$ 100.00	\$ 50.00	Acord Paid	
23	18 Southfield Dr	Craig	\$ 50.00	\$ 100.00	\$ 50.00	Craig Paid	

Record On Appeal of Appellant

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24	16 Southfield Dr	Edwards (Martin)	\$ 50.00	\$ 100.00	\$ 50.00	Edwards Paid (to Martin 4/17/2019)
25	14 Southfield Dr	Giron	\$ 50.00	\$ 100.00	\$ 50.00	Troutman aid (to Giron 12/20/2019)
26	12 Southfield Dr	Boyes	\$ 50.00	\$ 100.00	\$ 50.00	Boyes Paid
27	10 Southfield Dr	McCann	\$ 50.00	\$ 100.00	\$ 50.00	Thomas Paid (to McCann 3/2/2020)
28	8 Southfield Dr	Decker	\$ 50.00	\$ 100.00	\$ 50.00	Decker Paid
29	6 Southfield Dr	Alvarez	\$ 50.00	\$ 100.00	\$ 50.00	Alvarez Paid
30	4 Southfield Dr	Allendorf	\$ 50.00	\$ 100.00	\$ 50.00	James Paid (to Allendorf 9/28/2020)
31	2 Southfield Dr	Leigh	\$ 50.00	\$ 100.00	\$ 50.00	Leigh Paid
32	106 Woodside Crossing	Wilson	\$ 50.00	\$ 100.00	\$ 50.00	Wilson Paid
33	104 Woodside Crossing	Koshis	\$ 50.00	\$ 100.00	\$ 50.00	Koshis Paid
34	102 Woodside Crossing	DiPressi	\$ 50.00	\$ 100.00	\$ 50.00	DiPressi Paid
35	100 Woodside Crossing	Reubish	\$ 50.00	\$ 100.00	\$ 50.00	Reubish Paid
36	100 Woodington Dr	Graham (Roy)	\$ 50.00	\$ 100.00	\$ 50.00	Graham Paid (to Roy 11/23/2022)
37	3 Greenpine Way	Beach	\$ 50.00	\$ 100.00	\$ 50.00	Winstead Paid (to Beach 6/14/2021)
38		(NO LONGER EXISTS)				
39	6 Greenpine Way	Adams	\$ 50.00	\$ 100.00	\$ 50.00	Adams Paid
40	2 Greenpine Way	R Taylor	\$ 50.00	\$ 100.00	\$ 50.00	R Taylor Paid
41	101 Woodside Crossing	Morrow	\$ 50.00	\$ 100.00	\$ 50.00	Morrow Paid
42	202 Woodington Dr	Svajko	\$ 50.00	\$ 100.00	\$ 50.00	Svajko Paid
43	200 Kristen Way	Harris	\$ 50.00	\$ 100.00	\$ 50.00	Harris Paid
44	202 Kristen Way	Jenny	\$ 50.00	\$ 100.00	\$ 50.00	Jenny Paid
45	204 Kristen Way	Campbell	\$ 50.00	\$ 100.00	\$ 50.00	Campbell Paid
46	205 Kristen Way	Maloufi (Rental)	\$ 50.00	\$ 100.00	\$ 50.00	Maloufi Paid
47	203 Kristen Way	Wiles	\$ 50.00	\$ 100.00	\$ 50.00	Wiles Paid
48	201 Kristen Way	Wright (Heintz)	\$ 50.00	\$ 100.00	\$ 50.00	House Paid (to Arenegui 9/15/2021; Aranegui to Heintz 2/27/2023)
49	302 Woodington Dr	May (Brauer)	\$ 50.00	\$ 100.00	\$ 50.00	Eller Paid (to May 12/12/2019; May to Brauer 7/19/2023)

Record On Appeal of Appellant

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50	304 Woodington Dr	Atkinson (Rental)	\$	50.00	\$	100.00	\$	50.00	Atkinson Paid
51	602 Creekview Dr	Krumins (Lowe)	\$	50.00	\$	100.00	\$	50.00	Krumings Paid (to Lowe 3/3/2022)
52	604 Creekview Dr	Gutierrez	\$	50.00	\$	100.00	\$	50.00	Baltz Paid (to Montgomery 9/6/2019; Montgomery to Gutierrez 7/6/2021)
53	4 Claire Lane	Fears	\$	50.00	\$	100.00	\$	50.00	Fortune to Fears 3/8/2019
54	6 Claire Lane	Epps	\$	50.00	\$	100.00	\$	50.00	Epps Paid
55	5 Claire Lane	Lynch	\$	50.00	\$	100.00	\$	50.00	Lynch Paid
56	3 Claire Lane	McKay	\$	50.00	\$	100.00	\$	50.00	McKay Paid
57	700 Creekview Dr	Sikkelee	\$	50.00	\$	100.00	\$	50.00	Sikkelee Paid
58	702 Creekview Dr	Ballard	\$	50.00	\$	100.00	\$	50.00	Gregory Paid (to Ballard 9/16/2019)
59	17 Southfield Dr	San Francisco	\$	50.00	\$	100.00	\$	50.00	San Francisco Paid
60	15 Southfield Dr	Vonderbeck	\$	50.00	\$	100.00	\$	50.00	Vonderbeck Paid
61	13 Southfield Dr	Hallmark	\$	50.00	\$	100.00	\$	50.00	Hallmark Paid
62	11 Southfield Dr	Macias	\$	50.00	\$	100.00	\$	50.00	Macias Paid
63	9 Southfield Dr	Cole	\$	50.00	\$	100.00	\$	50.00	Cole Paid
64	7 Southfield Dr	Cummings	\$	50.00	\$	100.00	\$	50.00	Farmer Paid (to Cummings 8/20/2019)
65	103 Woodside Crossing	Keels	\$	50.00	\$	100.00	\$	50.00	Keels Paid
66	105 Woodside Crossing	Bashor	\$	50.00	\$	100.00	\$	50.00	Bashor Paid
67	109 Woodside Crossing	Abshire	\$	50.00	\$	100.00	\$	50.00	Abshire Paid
			\$	3,250.00	\$	6,500.00	\$	3,250.00	

WOODINGTON HOMEOWNERS ASSOCIATION						66 LOTS	
2022 Assessment of Legal Fees						Craig	
LOT	NAME	ADDRESS	2022 ASSESSMENT OWED	ASSESSMENT PAID	DATE	CHECK NO	COMMENTS
1	Jeff Butkiewicz	1 Woodington Dr	\$ 458.00	\$ 458.00	4/4/22	995339	
2	Janice Knight	3 Woodington Dr	\$ 458.00	\$ 458.00	4/11/22	2212	
3	Barry & Jennifer Harkins	5 Woodington Dr	\$ 458.00	\$ 458.00	4/23/22	7555	
4	Bobbie Johnson & Dale Fuller	7 Woodington Dr	\$ 458.00	\$ 458.00	12/13/22	11756	
5	Shannon & Stephanie Smith	105 Woodington Dr	\$ 458.00	\$ 458.00	2/23/22	3164	
6	Col. William Austin (Rental)	201 Woodington Dr	\$ 458.00	\$ 458.00	3/3/22	9596	
7	Stacy Krause	203 Woodington Dr	\$ 458.00	\$ 458.00	8/3/22	3267	
8	Randall & Laura Owens	205 Woodington Dr	\$ 458.00	\$ 458.60	10/25/22		
9	Marv & Bev Taylor	301 Woodington Dr	\$ 458.00	\$ 458.00	2/25/22	2170	
10	Barney & Vivienne Black	303 Woodington Dr	\$ 458.00	\$ 458.00	4/23/22	5169	
11	George & Jean Padgett	305 Woodington Dr	\$ 458.00	\$ 458.00	2/15/22	2225	
12	Elizabeth Stevenson & Christine LoBrutto	307 Woodington Dr	\$ 458.00	\$ 458.00	4/18/22	103	
13	Mark & Mary Jo Eldridge	599 Creekview Dr	\$ 458.00	\$ 458.00	4/14/22	142704	
14	Nathan & Sabra McKelvey	601 Creekview Dr	\$ 458.00	\$ 458.00	6/17/22	1029	
15	Chelisea Winkler & Adam Terwilliger	603 Creekview Dr	\$ 458.00	\$ 458.00	4/14/22	117	
16	Hayden & Ruth Vernon	605 Creekview Dr	\$ 458.00	\$ 458.00	4/30/22	3586	
17	Aaron & Sidra Benator	607 Creekview Dr	\$ 458.00	\$ 458.00	3/21/22	122	
18	Jim & Pat Brockman	701 Creekview Dr	\$ 458.00	\$ 458.00	5/13/22	5044	
19	Ray & Nancy Wedlake	703 Creekview Dr	\$ 458.00	\$ 458.00	4/6/22	147567	
20	Sandra LaCroix / Tom & Tiffany Deluccia	705 Creekview Dr	\$ 458.00	\$ 458.00	1/9/23	2942 2955	
21	Tom & Mary Seagrist	22 Southfield Dr	\$ 458.00	\$ 458.00	3/5/22	2285	
22	Ben & Rachel Acord	20 Southfield Dr	\$ 458.00	\$ 458.00	3/11/22	631	
23	William (Jody) & Mona Craig	18 Southfield Dr	\$ 458.00	\$ 458.00	2/25/22	1312	
24	Josh & Sara Martin (Pd by Chris Edwards)	16 Southfield Dr	\$ 458.00	\$ 458.00	7/12/22	342	
25	Maria Giron	14 Southfield Dr	\$ 458.00	\$ 458.00	4/11/22	1159	
26	James & Kimberly Boyes	12 Southfield Dr	\$ 458.00	\$ 458.00	3/27/22	1410	
27	Quinn & Corrie McCann	10 Southfield Dr	\$ 458.00	\$ 458.00	12/2/22	4411	
28	Ted & Kristin Decker	8 Southfield Dr	\$ 458.00	\$ 458.00	2/23/22	4933	
29	Ron & Ada Alvarez	6 Southfield Dr	\$ 458.00	\$ 458.00	3/27/22	1094	
30	Tucker & Jessica Allendorf	4 Southfield Dr	\$ 458.00	\$ 458.00	9/17/22	24527305	
31	Eric & Denise Leigh	2 Southfield Dr	\$ 458.00	\$ 458.00	2/25/22	9468	
32	John & Shayla Wilson	106 Woodside Crossing	\$ 458.00	\$ 458.00	8/22/22	5607	
33	Chip & Stephanie Koshis	104 Woodside Crossing	\$ 458.00	\$ 458.00	2/15/22	8074	
34	Tom DiPressi	102 Woodside Crossing	\$ 458.00	\$ 458.00	2/15/22	2382	
35	Ken & Nancy Reubish	100 Woodside Crossing	\$ 458.00	\$ 458.00	2/25/22	1851	
36	Dan & Karen Graham	100 Woodington Dr	\$ 458.00	\$ 458.00	4/11/22	102	
37	Cory Beach & Kelly Tompkins	3 Greenpine Way	\$ 458.00	\$ 458.00	1/9/23	29189	
38	(NO LONGER EXISTS)				5/13/22	4893	
39	Teresa & Christopher Adams	2 Greenpine Way	\$ 458.00	\$ 458.00	9/2/22	7058	
40	Ron & Amy Taylor	101 Woodside Crossing	\$ 458.00	\$ 458.00	3/3/22	3606	
41	Bev Morrow	202 Woodington Dr	\$ 458.00	\$ 458.00	3/14/22	1667	
42	John & Connie Swajko						
43	Luann Harris	200 Kristen Way	\$ 458.00	\$ 458.00			

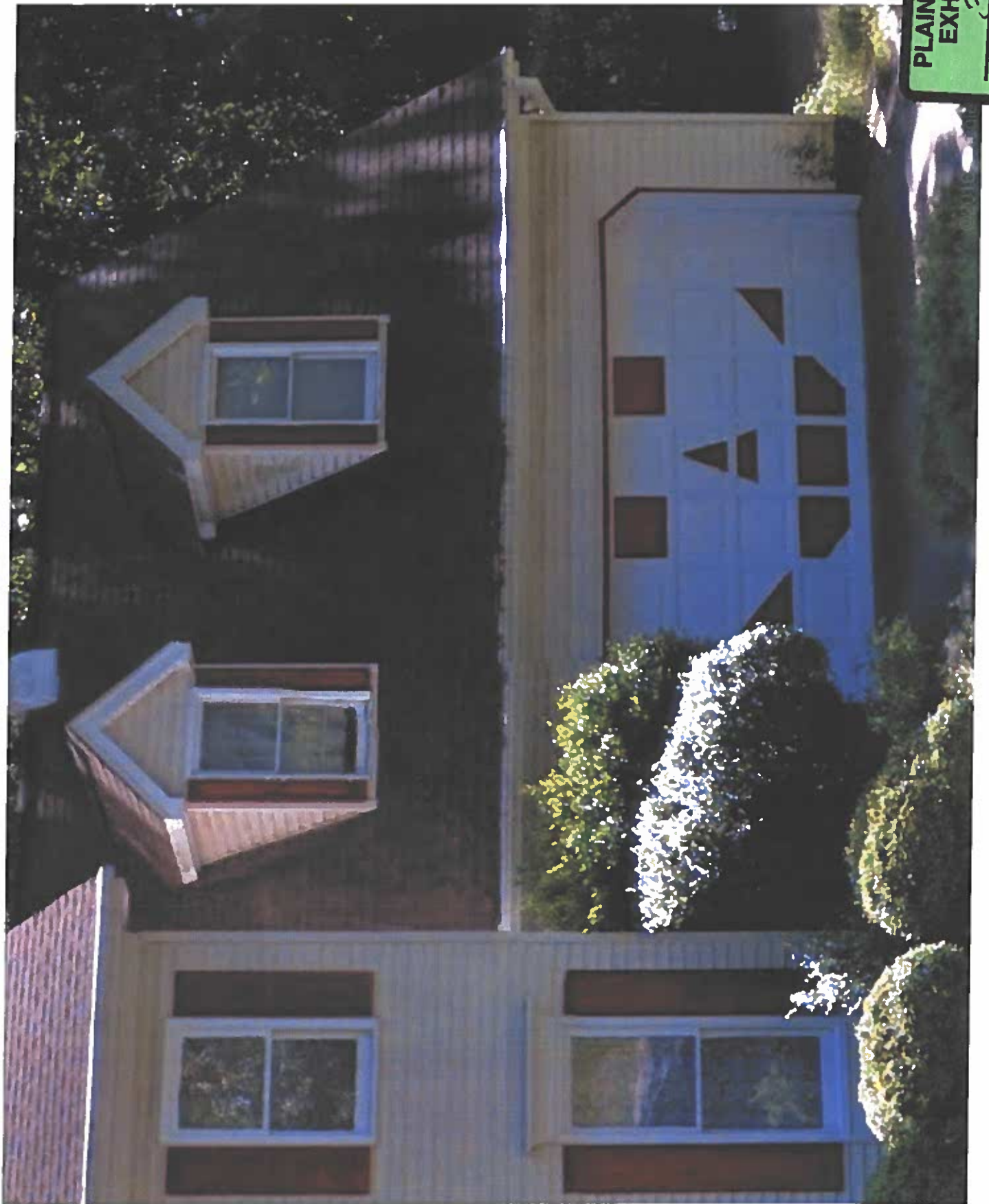
Also Owes \$200 from prior Assessments

Record On Appeal of Appellant

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PLAINTIFF'S
EXHIBIT
36

44	Kristen Jenny	202 Kristen Way	\$	458.00	\$	458.00	10/31/22	2306	
45	Harold & Ann Campbell	204 Kristen Way	\$	458.00	\$	458.00	4/14/22	13154	
46	Behnan & Niloufar Maloufi	205 Kristen Way	\$	458.00	\$	458.00	9/2/22	327	
47	James & Wanda Wiles	203 Kristen Way	\$	458.00	\$	458.00	3/5/22	76712317	
48	Ashley Wright & Felix Aranegui	201 Kristen Way	\$	458.00	\$	458.00	4/11/22	Money Ord	
49	Matt & Erin May	302 Woodington Dr	\$	458.00	\$	458.00	3/3/22	1604	
50	Jeff & Sarah Atkinson	304 Woodington Dr	\$	458.00	\$	458.00	10/5/22	323	
51	Lisa Krummins (Matthew Lowe)	602 Creekview Dr	\$	458.00	\$	458.00	3/9/22	110050	
52	Jorge & Judy Gutierrez	604 Creekview Dr	\$	458.00	\$	458.00	12/29/22	630	
53	Jennifer Fears	4 Claire Lane	\$	458.00	\$	458.00	4/11/22	926	
54	Travis & Jennifer Epps	6 Claire Lane	\$	458.00	\$	458.00	2/23/22	290	
55	Kristine Lynch	5 Claire Lane	\$	458.00	\$	458.00	2/25/22	120	
56	Corey & Erin McKay	3 Claire Lane	\$	458.00	\$	458.00	3/3/22	5265	
57	David & Ruth Sikkelee	700 Creekview Dr	\$	458.00	\$	458.00	3/3/22	3864	
58	Jared & Leah Ballard	702 Creekview Dr	\$	458.00	\$	458.00	4/14/22	1627	
59	Michael & Susan San Francisco	17 Southfield Dr	\$	458.00	\$	458.00	3/3/22	13585	
60	Mike & Dawn Vonderbeckeh	15 Southfield Dr	\$	458.00	\$	458.00	2/23/22	997167	
61	Deborah Hallmark	13 Southfield Dr	\$	458.00	\$	458.00	9/22/22	1077	
62	Guadalupe Macias	11 Southfield Dr	\$	458.00	\$	458.00	3/11/22	6280	
63	Dianne Cole	9 Southfield Dr	\$	458.00	\$	458.00	10/14/22	2958	
64	Peter & Laura Cummings	7 Southfield Dr	\$	458.00	\$	458.00	1/9/23	1451 1491	
65	Mike & Kim Keels	103 Woodside Crossing	\$	458.00	\$	458.00	10/5/22	10657	
66	Scott & Daphne Bashor	105 Woodside Crossing	\$	458.00	\$	458.00	10/5/22	19622	
67	Cam & Debbie Abshire	109 Woodside Crossing	\$	458.00	\$	458.00	2/25/22	6348	
			\$	30,228.00	\$	29,770.60			



PLAINTIFF'S
EXHIBIT
35

RECEIVED

DEC 11 2023

SC Court of Appeals

100516

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2023-_____
Case No. 2020-CP-23-01458

Beverly Taylor, Marvin Taylor and Ada Alvarez, individually and on behalf
of all similarly situated individuals, Respondents

v.

R. Allan Joy,

Appellant (Pro Se)

NOTICE OF APPEAL

R. Allan Joy (f/k/a Raymond A. Wedlake) appeals the order of the
Honorable Perry H. Gravely dated November 30, 2023, and filed in the "Public Index" on
December 1, 2023. Appellant did not receive written notice of entry of this order by the date
of this filing.

Dated this 5th day of December, 2023.



R. Allan Joy, Appellant (*Pro Se*)

ra14joy102@proton.me 864-356-5736

216 Ashcroft Lane, Simpsonville, SC 29681

Other Counsel of Record:

Emily O'Brian, Esq.

emily@campbellteague.com 864-326-0597

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The Constitution of the United States: A Transcription

Article the third... [excerpted, emphasis added]

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or **abridging** the freedom of speech, or of the press; or **the right** of the **people** peaceably to assemble, and to **petition the Government for a redress of grievances.**

The Bill of Rights: A Transcription

AMENDMENT XIV [excerpted, emphasis added]

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; **nor** shall any **State deprive any person** of life, liberty, or property, **without due process of law; nor deny to any person** within its jurisdiction the **equal protection of the laws.**

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2023-001889
Case No. 2020-CP-23-01458

Beverly Taylor, Marvin Taylor and Ada Alvarez, individually and on behalf of all
similarly situated individuals, ... Respondents

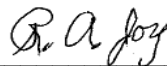
v.

Raymond A. Wedlake a/k/a R. Allan Joy, ... Appellant

CERTIFICATE OF APPELLANT

The undersigned certifies that "Record On Appeal of Appellant" contains no matter
which is irrelevant to the appeal, and complies with Rule 211(b), SCACR.

September 13, 2024



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Appellant (*Pro Se*)