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Apr 04 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Jannine M. Mutterer, Special Referee

Case No.: 2023-CP-07-01818

Spa on Port Royal Horizontal
Property Regime, Inc.....Plaintiff/Respondent

v.

Jacqueline E. Ard.....Defendants/Appellant

**NOTICE OF MOTION AND EMERGENCY MOTION TO STAY
FORECLOSURE SALE PENDING APPEAL
(Pursuant to SCACR Rule 241 & SCRCP Rule 62)**

PLEASE TAKE NOTICE that Defendant/Appellant, Jacqueline E. Ard, pro se (hereinafter referred to as “Appellant”) respectfully moves this Honorable Court pursuant to Rule 241 of the South Carolina Appellate Court Rules (SCACR) and applicable case law for a stay of enforcement of the Special Referee’s Decree of Judgment and Foreclosure entered in favor of Respondent Spa on Port Royal Sound, pending resolution of Appellant’s appeal to the South Carolina Court of Appeals. In support of this motion. Appellate states as follows:

Public Interest.

- The foreclosure process should follow all legal standards to prevent abuse
-

CERTIFICATE OF COMPLIANCE

Pursuant to **SCACR Rule 241(c)**, Appellant certifies:

1. This motion is filed **concurrently with the Notice of Appeal**.
 2. Opposing counsel **Scott M. Wild, Esq.** will be served immediately.
-

STATEMENT OF FACTS

1. **Void Judgment:**
 - Service occurred **216 days after filing** (violating **SCRCP 3(a)**'s 120-day limit) at the **wrong address** (663 William Hilton Pkwy).
 - *Baugus v. Wessinger*, 386 S.C. 93 (2010): Late service voids judgment.
 2. **Judicial Bias:**
 - Special Referee Jannine Mutterer **admitted prior representation** of creditor's firm but refused recusal, violating **SC Judicial Conduct Rule 2.11(A)(6)(a)**.
 3. **Irreparable Harm:**
 - My property is worth **264,000 free and clear any of liens** but the Association is auctioning my home off for **\$31,084.41** which is less than **90% of equity loss**.
 - This is my primary residence, and I am the fulltime caregiver for my husband that suffers from a debilitating disease. Lossing my home would cause us severe hardship.
-

LEGAL ARGUMENT

I. LIKELIHOOD OF SUCCESS ON APPEAL

- I have strong claims of due process violations, procedural errors, and judicial misconduct

Void Judgment:

- Defective service = **no jurisdiction** (*Bank of N.Y. v. Alderazi*, 900 N.Y.S.2d 821).

Judicial Bias:

- Referee's conflict renders all orders void (*State v. Austin*, 306 S.C. 9 (1991)).

II. IRREPARABLE HARM

- We will lose our home, which will put me and my husband's health at risk over a disputed and improperly obtained judgment.
- Loss of primary residence is **unquantifiable** (*Oaks at Rivers Edge v. Daniel*, 413 S.C. 298 (2015)).

III. BALANCE OF EQUITIES

- The HOA will not suffer harm by delaying the sale, but I will lose \$264,000 in equity over inflated claim for fines, legal fees, and late fees
- Plaintiff's harm (delayed collection) is outweighed by Appellant's **homelessness risk**.

IV. PUBLIC INTEREST

- The foreclosure process should follow all legal standards to prevent abuse
- Courts must prevent **fraudulent foreclosures** (*U.S. Bank N.A. v. Verizon Commc 'ns*, 2012 WL 3034702).

This case is fraught with procedural errors, improper fees, and legal violations that must be addressed before any foreclosure can proceed. If the Court allows this sale to continue without proper review, it will cause irreparable harm and violate due process. I urge the Court to grant this motion pending the appeal.

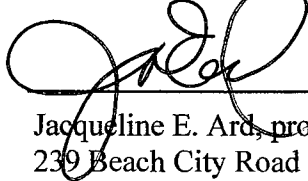
EXHIBITS

1. **Exhibit A:** HUD-1 Settlement Statement, Appraised Value- Tax record, and current pictures of the house
2. **Exhibit B:** Summons and Complaint filed on September 25, 2023
 - Page 4 of the Complaint reflects a balance of due of: **\$9,146.76**
 - Exhibit B page 2 of the Verified Statement reflects a balance due of: **\$3,396.17**
 - Sept 10, 2023, Page 3 of the Verified Statement reflects a balance due of: **29,085.41**
 - Sept 11, 2023 Special Referee's Decree of Judgment reflects: \$31, 084.31
 - Regular payments were drafted out of my account on the 6th
3. **Exhibit C:** Affidavit of Service allegedly confirmed 216 days after Summons filed not at my known address/ ID provided with the date of issuance: 09/21/2023

4. **Exhibit D:** Publication in the Island Packet ONLY Not publicly posted anywhere and posted for a total of 16 days not 3weeks. Pursuant to Section 15-39-700 all sheriff sales as to Real Estate shall be at the courthouse. Sale will be held at the Special Referees Law Office.
 5. **Exhibit E:** Demand Collection notice from Special Referee when acting in the capacity of an attorney for the creditor Estate At Westbury Owners Association
 6. **Exhibit F:** Spouses Disability Notice
 7. **Exhibit: G** Last Affidavit of Record filed by Spa on Port Royal Sound out of compliance
-

WHEREFORE, Appellant respectfully requests that this Court enter an order STAYING the Foreclosure Sale dated for Monday April 7, 2025.

Respectfully submitted,



Jacqueline E. Ard, pro se Appellant
239 Beach City Road unit 3218
Hilton Head Island, SC 29926
jacquelineard72@gmail.com
(313) 770-7051

Dated: April 4, 2024

Exhibit A

A. Settlement Statement

U.S. Department of Housing and Urban Development
OMB Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number 1886.02
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

TitleExpress Settlement System
Printed 04/30/2021 at 14:50 TW

D. NAME OF BORROWER:	Jacqueline E. Ard
ADDRESS:	
E. NAME OF SELLER:	James R. Ritzler and Judith A. Ritzler
ADDRESS:	
F. NAME OF LENDER:	
ADDRESS:	
G. PROPERTY ADDRESS:	239 Beach City Road, #3218, Hilton Head Island, SC 29926
H. SETTLEMENT AGENT:	Going Ward, LLC
PLACE OF SETTLEMENT:	7 Simmonsville Rd. #200, Bluffton, SC 29910
I. SETTLEMENT DATE:	05/04/2021

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	153,500.00	401. Contract sales price	153,500.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	4,750.49	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. HOA/Regime Assessment 05/04/21 to 05/31/21	523.71	408. HOA/Regime Assessment 05/04/21 to 05/31/21	523.71
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	158,774.20	420. GROSS AMOUNT DUE TO SELLER	154,023.71
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	2,500.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	10,628.78
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 01/01/21 to 05/04/21	378.51	511. County taxes 01/01/21 to 05/04/21	378.51
212. HOA/Regime Assessments		512. HOA/Regime Assessments	
213. PR Taxes 01/01/21 to 05/04/21	1.85	513. PR Taxes 01/01/21 to 05/04/21	1.85
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	2,880.36	520. TOTAL REDUCTION AMOUNT DUE SELLER	11,009.14
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	158,774.20	601. Gross amount due to seller (line 420)	154,023.71
302. Less amounts paid by/for borrower (line 220)	2,880.36	602. Less reduction amount due seller (line 520)	11,009.14
303. CASH FROM BORROWER	155,893.84	603. CASH TO SELLER	143,014.57

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: _____) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ SELLER(S) SIGNATURE(S): _____

SELLER(S) NEW MAILING ADDRESS: _____

SELLER(S) PHONE NUMBERS: _____ (H) _____ (W)



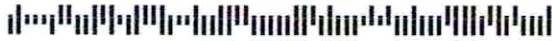
BEAUFORT COUNTY TREASURER
PO DRAWER 487
BEAUFORT, SC 29901-0487
ELECTRONIC SERVICE REQUESTED
www.BeaufortCountyTreasurer.com

2024 BEAUFORT COUNTY PROPERTY TAX BILL

*****AUTO**5-DIGIT 29928
16394296 8706-PTN 57055 1 1 1



JACQUELINE ARD
239 BEACH CITY RD APT 3218
HILTON HEAD ISLAND SC 29926-4718



Have a question about...

Real property or mobile homes?

Call 843-255-2400 or Assessor@bcgov.net

Business property, Personal property, Homestead or Military exemption?

Call 843-258-5434 or BeaufortCountyAuditor@bcgov.net

Your payment?

Call 843-341-8404 or www.BeaufortCountyTreasurer.com

Property ID (PIN)		Alternate ID (AIN)
R510 005 000 008B 3218		01642020
Description		Property Class Code
239 BEACH CITY RD Apt 3218, APT 3218 PH II THE SPA		ResImp CondominiumUnit SglFam
Acres	Assessment Ratio	Tax Authority Group
0.00	6.00%	510-HILTON HEAD PSD #1

Values And Prior Year Information	
Appraised Value	264,900
Capped Value	192,050
Homestead Exemption Value	0
Other Exemption Value	0
Taxable Value	11,520
Prior Year Tax/Fees	2,988.03

Where Your Tax Dollars Go			
The tax amount for each fund listed in the description below is calculated by multiplying the taxable value by the millage rate. This does not apply to "fee" amounts.			
Description	Millage	Taxable Value	Tax/Fee
COUNTY OPERATIONS	0.05330	11,520	614.02
COUNTY DEBT	0.00320	11,520	36.86
RURAL & CRITICAL LANDS	0.00300	11,520	34.56
SCHOOL - OPERATIONS	0.12180	11,520	1,403.14
SCHOOL - DEBT	0.03630	11,520	418.18
TOWN OF HILTON HEAD	0.02140	11,520	246.53
HILTON HEAD PSD	0.00710	11,520	81.79
HH POLICE FEE			113.00
Stormwater COUNTY FEE			1.59
Stormwater MUNICIPAL/DISTRICT FEE			52.35
TOTALS	0.24610	11,520	3,002.02

How Your Taxes Are Calculated	
Taxable Value	11,520
x Millage Rate	0.24610
Tax Amount	2,835.08
- School Tax Credit (Primary Residence Only)	0.00
+ Fees	166.94
+ Prior Unpaid Taxes/Fees/Penalties	0.00
- Installment Payments	0.00

TOTAL AMOUNT DUE: \$3,002.02
DUE BY: January 15, 2025

**SAVE TIME.
GO ONLINE.**
myBeaufortCounty.com



2024 BEAUFORT COUNTY PROPERTY TAX BILL

Tax Year	AIN	RevObjID	Property ID (PIN)	Property Address	Total Amount Due
2024	01642020	0001642020	R510 005 000 008B 3218	239 BEACH CITY RD Apt 3218	\$3,002.02

Owner as of January 1, 2024 ARD JACQUELINE

Include on your check your Phone Number, PIN and RevObjID.
Make your check payable to Beaufort County Treasurer.

PAYABLE NOW THRU 01/15/2025	\$3,002.02
THEN PENALTIES APPLY...	
IF RECEIVED AFTER 01/15/2025 (3%)	\$3,092.08
IF RECEIVED AFTER 02/03/2025 (10%)	\$3,302.22
IF RECEIVED AFTER 03/17/2025 (15%)	\$3,452.32
IF RECEIVED AFTER 03/31/2025 (\$250)	\$3,702.32
IF RECEIVED AFTER 09/02/2025 (\$150)	\$3,852.32

Beaufort County RPA
PO BOX 105176
ATLANTA GA 30348-5176

JACQUELINE ARD
239 BEACH CITY RD APT 3218
HILTON HEAD ISLAND SC 29926-4718



0001642020000030020200003092080000330222000034523200746

239 Beach City Rd Unit 3218



Our Home
Terry Nicola and Jacqueline Ard-Nicola

Exhibit B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14 TH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION #: 2023-CP-07-_____
)	
Spa on Port Royal Sound Horizontal)	
Property Regime, Inc.,)	
)	
Plaintiff,)	
	)	Summons
vs.)	
)	
Jacqueline Ard,)	
)	
Defendant.)	
_____)	

TO: Jacqueline Ard; Mortgage Electronic Registration Systems (MERS), on behalf of First Savings Bank

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscriber, Scott M. Wild, Esquire, in his office at Law Office of Scott M. Wild, LLC, P.O. Box 6867, Hilton Head Island, South Carolina 29938 (mailing) or 37 New Orleans Road, Suite F, Hilton Head Island, South Carolina 29928 (physical) within thirty (30) days after the service hereof and sixty (60) days if you are the United States of America, exclusive of the day of such service, and if you fail to answer such Complaint within the time aforesaid, the Plaintiff herein, Spa on Port Royal Sound Horizontal Property Regime, Inc. (hereinafter, "Plaintiff"), will apply to the Court for the relief demanded in the Complaint and judgment by default may be rendered against you.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

TO PERSONS IN THE SERVICE OF THE MILITARY OF THE UNITED STATES OF AMERICA AS CONTEMPLATED BY THE SERVICEMEMBERS CIVIL RELIEF ACT, 50 U.S.C. ANN. § 501, ET SEQ. (AS AMENDED):

YOU ARE HEREBY FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian *Ad Litem* or Attorney within thirty (30) days after the service of this Summons and Complaint upon you. If you fail to do so, the undersigned shall make application for such appointment.

LAW OFFICE OF SCOTT M. WILD, LLC

By: s/Scott M. Wild
SC Bar # 76528
Attorney for the Plaintiff
Post Office Box 6867
Hilton Head Island, SC 29938
(843) 785-9453
scott@wildlawfirm.com

Dated this 25th day of September, 2023,

Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14 TH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION #: 2023-CP-07-_____
)	
Spa on Port Royal Sound Horizontal)	
Property Regime, Inc.,)	
)	
Plaintiff,	)	Complaint
	)	(Non-Jury Matter)
vs.)	
)	
Jacqueline Ard,)	
)	
Defendant.)	
_____)	

COMES NOW the Plaintiff, Spa on Port Royal Sound Horizontal Property Regime, Inc. (hereinafter, "Plaintiff"), reserving all rights to amend this Complaint in accordance with the South Carolina Rules of Civil Procedure, and would respectfully show the following unto this Honorable Court:

PARTIES

1. Plaintiff is a duly organized horizontal property regime and/or owners association operating as a nonprofit corporate entity under the laws of the State of South Carolina, is authorized to do business in Beaufort County, and is charged with administering the affairs of the Spa on Port Royal Sound Horizontal Property Regime (hereinafter, the "Regime") in the Town of Hilton Head Island, Beaufort County, South Carolina.
2. Upon information and belief, Defendant herein, Jacqueline Ard (hereinafter, "Ard") is a resident of Beaufort County, South Carolina, and who is the owner of certain real property (hereinafter, the "Property") located in Beaufort County, South Carolina that is the subject of this action with an address of 239 Beach City Road, Apartment 3218, Hilton Head Island, SC 29926 and

described in more detail below.

JURISDICTION & VENUE

3. Plaintiff hereby reiterates and restates the entirety of each and every allegation of the foregoing paragraphs as if set forth *verbatim* herein.

4. The parties and this matter are properly before the Fourteenth Judicial Circuit of the State of South Carolina. Plaintiff a duly organized horizontal property regime and/or owners association charged with the administration of the Regime described herein according to the Master Deed of the Spa on Port Royal Sound Horizontal Property Regime dated August 22, 1984 and recorded on August 30, 1984 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 402 at Pages 629-700, and all amendments thereto and re-recordings thereof (hereinafter, collectively, the "Master Deed"), and the Property is located in Beaufort County, South Carolina.

CONDITIONS PRECEDENT

5. Plaintiff hereby reiterates and restates the entirety of each and every allegation of the foregoing paragraphs as if set forth *verbatim* herein.

6. All conditions precedent to recovery and filing of this suit are the natural, probable, and foreseeable cause of the damages complained of herein.

FACTUAL BACKGROUND

7. Plaintiff hereby reiterates and restates the entirety of each and every allegation of the foregoing paragraphs as if set forth *verbatim* herein.

8. This is an action for breach of contract, unjust enrichment, declaratory judgment and foreclosure.

9. The within action covers the Property that is located in Beaufort County, South Carolina and which is described as follows:

ALL that certain condominium unit situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, known as APARTMENT #3218, THE SPA on PORT ROYAL SOUND HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Title 27, Chapter 31, Code of Laws of South Carolina (1976), and submitted by Master Deed dated August 22, 1983, and recorded August 30, 1984, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 402 at Page 629, and the First Amendment to the Master Deed of the Spa on Port Royal Sound Horizontal Property Regime dated September 25, 1985 and recorded September 26, 1985, in Deed Book 430 at Page 1570 in said Office of the Register of Deeds for Beaufort County, South Carolina, as further amended thereafter.

TMS #: R510 005 000 008B 3218

Address: 239 Beach City Road #3218
Hilton Head Island, SC 29926

10. From April 29, 2021 to present, Ard has owned the Property, as evidenced by the Title to Real Estate recorded on May 24, 2021 with the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 4015 at Page 2897, a copy of which deed is attached hereto as Exhibit "A".
11. Said Property is subject to all provisions, restrictions, covenants, conditions, and affirmative obligations contained in the Master Deed, and any amendments thereto, which have been in full force and effect at all times herein.
12. Assessments, fees and/or insurance fees and/or other charges established under the Master Deed are adopted for, assessed to, and applied against each property in the Regime for the purpose of obtaining insurance coverage and paying such expenses incurred in operating, maintaining, altering, modifying, improving, repairing, and replacing the common elements of the Regime in accordance with the Master Deed.
13. Upon obtaining ownership of the Property, pursuant to the Master Deed and applicable state law, Ard became personally obligated to pay all assessments, fines, charges, levies, and demands of

Plaintiff intended for use on the common element and common expenses, among other things.

14. Upon information and belief, Ard is delinquent in assessments, fines, charges, levies, and demands of Plaintiff.

15. A Notice and Certificate of Lien for Unpaid Assessments was recorded March 16, 2022 with the Office of the Register of Deeds for Beaufort County, South Carolina, in Lien Book 151 at Pages 0902-0905, a copy of which is attached hereto as "Exhibit "B".

16. According to the Master Deed, Ard is responsible for those fees referenced above, late fees, and administrative fees that have accrued and will continue to accrue as determined by the Master Deed, plus attorney fees in association with collection on this account, costs of this action in accordance with the same, and court/legal expenses.

17. Upon information and belief the property is not Ard's primary residence and is an income property.

18. As of September 25, 2023, the amount due and owing Plaintiff in assessments, fines, late charges, and/or other valid charges on this account, exclusive of attorney fees, costs and expenses, is Nine Thousand One Hundred Forty-Six and 76/100^{ths} Dollars (\$9,146.76). A copy of a recent account statement is attached hereto as Exhibit "C".¹

19. According to the Master Deed, Plaintiff may foreclose its lien upon the Property for Ard's failure to pay sums due.

20. Plaintiff believes it is entitled to a judgment against Ard in the amount to be proven at trial, including any additional assessments, charges, court costs, administrative charges, and all attorney fees subsequently accruing or charged thereto until the account is paid in full.

21. Any and all fines charged to Ard's account are valid fines arising from actual Master Deed

¹ There are other unposted fees, legal fees, and accruing fees on this account that may not be reflected on this statement.

violations of property use restrictions or obligations.

22. Attached hereto as Exhibit "D" is a copy of the rights of Ard under the Fair Debt Collections Practices Act and other disclosures regarding rights as a debtor

FOR A FIRST CAUSE OF ACTION
Lien Foreclosure

23. Plaintiff hereby reiterates and restates the entirety of each and every allegation of the foregoing paragraphs as if set forth *verbatim* herein.

24. Upon information and belief, Ard owns the Property that is the subject of this action more fully described above, and which is located at the Spa on Port Royal Sound Horizontal Property Regime, Beaufort County, South Carolina.

25. Ard has failed to pay sums due to Plaintiff as required by the Master Deed.

26. Plaintiff has a lien against the Property described above that entitles it to foreclose upon the Property for Ard's failure to pay sums due.

27. Ard's failure to pay has damaged Plaintiff in an amount to be set forth at trial.

28. Plaintiff is entitled to foreclose its lien under the Master Deed and South Carolina law.

FOR A SECOND CAUSE OF ACTION
Breach of Contract (Master Deed)

29. Plaintiff hereby reiterates and restates the entirety of each and every allegation of the foregoing paragraphs as if set forth *verbatim* herein.

30. Ard did in fact enter into an agreement with the Plaintiff in Beaufort County, South Carolina, whereby the same agreed to pay Plaintiff on open account for fees, fines, dues, assessments, as well as other valid charges described in this Complaint, at its express order and request.

31. Ard has not made sufficient payment on the aforesaid account as set forth above.

32. Plaintiff has fully performed all duties and obligations on its part owed pursuant to the Master Deed.

33. The failure of Ard to pay has damaged Plaintiff in amounts to be set forth at trial.

34. Plaintiff is informed and believes that, by virtue of and as a direct consequence of the failure and refusal of Ard to pay sums owed, the same breached the aforesaid agreement, is/are now in default, and Plaintiff is entitled to Judgment against Ard for the above-stated amounts and accruing fees, including the costs and disbursements of this action, administrative charges, and all attorney fees subsequently accruing or charged thereto until the account is paid in full.

FOR A THIRD CAUSE OF ACTION
Unjust Enrichment

35. Plaintiff hereby reiterates and restates the entirety of each and every allegation of the foregoing paragraphs as if set forth *verbatim* herein.

36. Plaintiff bestowed, and Ard received, a non-gratuitous benefit that would be unjust for Ard to retain without requiring the same to pay a fair price for the services rendered and benefits bestowed upon Ard, and Plaintiff is entitled to a judgment in that amount.

37. The failure of Ard to pay has damaged Plaintiff in amounts to be set forth at trial.

FOR A FOURTH CAUSE OF ACTION
Declaratory Judgment

38. Plaintiff hereby reiterates and restates the entirety of each and every allegation of the foregoing paragraphs as if set forth *verbatim* herein.

39. Upon information and belief, Plaintiff is entitled to a declaratory judgment that this action is not a mortgage foreclosure.

40. Upon information and belief, Plaintiff is entitled to a declaratory judgment that the underlying debt is not as a result of a loan.

41. Upon information and belief, Plaintiff is entitled to a declaratory judgment that the fine structure adopted by the Association is valid under the Master Deed.

42. Upon information and belief, Plaintiff is entitled to a declaratory judgment that the CARES Act does not apply to non-mortgage foreclosures.

WHEREFORE, Plaintiff prays that this Honorable Court inquire into the matters set forth herein, and that it render judgment as follows:

A. That the amount due and owing under the terms and conditions of the Master Deed be ascertained and determined under the direction of the Court together with all costs and disbursements of this action and attorney's fees, and that a judgment be granted to Plaintiff against Ard in that amount;

B. That Plaintiff's lien priority be determined, and that Plaintiff have judgment for foreclosure;

C. That the premises be sold under the direction of the Court, that the equity of redemption of Ard, and of any person or entity claiming right, title, estate lien or interest in or upon the liened premises junior to Plaintiff's interest be foreclosed and forever barred; and that the proceeds from the sale be applied:

FIRST: To the costs of the sale, including any Clerk's or Master's commission;

SECOND: To the payment and discharge of any amounts found be due and owing Plaintiff, together with the costs and disbursements of this action and reasonable attorneys fees; and

THIRD: That the surplus, if any, be held and distributed according to the laws of this State.

D. That the Sheriff of Beaufort County, South Carolina is directed to place the successful purchaser at said foreclosure sale in possession of the property should the same be necessary.

E. That, in the alternative, Plaintiff is entitled to a judgment against Ard under the theory

of unjust enrichment.

- F. That this action is not a mortgage foreclosure.
- G. That the underlying debt is not as a result of a loan.
- H. The fine structure adopted by the Association is valid under the Master Deed.
- I. The fines and/or late charges assessed against Ard are valid.
- J. That the CARES Act does not apply to non-mortgage foreclosures.
- K. For any and all other and further relief as this Honorable Court may deem just, proper, and appropriate under the circumstances.

LAW OFFICE OF SCOTT M. WILD, LLC

By: s/Scott M. Wild
SC Bar # 76528
Attorney for the Plaintiff
P.O. Box 6867
Hilton Head Island, SC 29938
(843) 785-9453
scott@wildlawfirm.com

Dated this 25th day of September, 2023,

Hilton Head Island, Beaufort County, South Carolina.

Exhibit B - 1

EXHIBIT "B"

to the Complaint in

Spa on Port Royal Sound Horizontal Property Regime, Inc.

v.

Jacqueline Ard

(2023-CP-07-_____)

VERIFIED STATEMENT OF ACCOUNT
SPA ON PORT ROYAL SOUND HORIZONTAL PROPERTY REGIME, INC.

CREDITOR: Spa on Port Royal Sound Horizontal Property Regime, Inc.
c/o IMC Resort Services, Inc.
2 Corpus Christi, Suite 302
Hilton Head Island, SC 29928

OWNER(S): Jacqueline E. Ard
21215 Dartmouth Drive
Southfield, MI 48076

REAL PROPERTY: ALL that certain condominium unit situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, known as APARTMENT #3218, THE SPA on PORT ROYAL SOUND HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Title 27, Chapter 31, Code of Laws of South Carolina (1976), and submitted by Master Deed dated August 22, 1983, and recorded August 30, 1984, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 402 at Page 629, and the First Amendment to the Master Deed of the Spa on Port Royal Sound Horizontal Property Regime dated September 25, 1985 and recorded September 26, 1985, in Deed Book 430 at Page 1570 in said Office of the Register of Deeds for Beaufort County, South Carolina, as further amended thereafter.

TAX MAP #: R510-005-000-008B-3218

ADDRESS: 239 Beach City Road, Apt. 3218
Hilton Head Island, SC 29926

AMOUNT DUE: \$3,396.17

Personally appeared before me Christine Phillips, who, after being duly sworn, swears and affirms the following, under penalty of perjury, to be true and correct:

1. That she is the Accounts Receivable Manager for IMC Resort Services, Inc., the management agent for Spa on Port Royal Sound Horizontal Property Regime, Inc. (hereinafter referred to as the "Association") and, as such, has personal knowledge of the facts set forth herein.

2. That, pursuant to that certain "Master Deed of The Spa on Port Royal Sound Horizontal Property Regime" recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 00402 at Page 0629, and all amendments thereto and re-recordings thereof (hereinafter, collectively referred to as the "Master Deed"), Jacqueline E. Ard, as owner of

239 Beach City Road, #3218, Hilton Head Island, Beaufort County, South Carolina, owe(s) assessments to the Association.

3. That the amount due currently by Jacqueline E. Ard under the Master Deed is Three Thousand Three Hundred Ninety-Six and 17/100^{ths} Dollars (\$3,396.17) with said amount including all billed attorney fees, which amount continues to accrue, plus additional interest, attorney's fees and costs that may be incurred.

4. No credits or offsets of any kind are due to Jacqueline E. Ard from the Association except for those that have been applied.

5. The "Master Deed of The Spa on Port Royal Sound Horizontal Property Regime", establishing the Spa on Port Royal Sound Horizontal Property Regime, Inc. and all amendments thereto, also provide that if legal proceedings are instituted for enforcement of said Master Deed, and the matter is placed in the hands of an attorney for collection, the Association shall be entitled to recover all reasonable costs and expenses of the action including, but not limited to, reasonable attorney's fees.

6. That the foregoing is a true and accurate statement of the account representing all amounts currently due the Association.

**SPA ON PORT ROYAL SOUND
HORIZONTAL PROPERTY REGIME,
INC.**

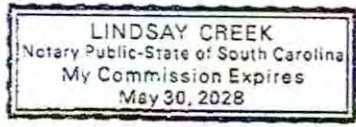
By: Christina M. Phillips

Its: Accounts Receivable Manager

Sworn to and subscribed before me on
This 15 day of March, 2022.

Lindsay Creek
Notary Public for South Carolina

My Commission Expires: 5/30/2028



Spa on Port Royal Sound
 c/o IMC Resort Services, Inc
 2 Corpus Christi, Suite #302
 Hilton Head Island, SC 29928

Phone: 843-785-4775

Account Number:	Statement Date
57251	9/25/2023
Due Date	Amount Due:
	9,527.02

Make checks payable to your association

Send payment To:

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
4/6/2022	Payment	-579.83	1,827.54	
4/6/2022	Payment	-579.83	1,247.71	
4/11/2022	Late Fee	32.66	1,280.37	Account with Attorney
4/26/2022	Legal Owner	248.69	1,529.06	Legal 3/22 Wild Inv. 15600
5/1/2022	Association Fee	316.18	1,845.24	Association Fee
5/1/2022	Insurance Assessment	162.82	2,008.06	Insurance Fee
5/1/2022	Cable Fee	51.00	2,059.06	Cable/Internet
5/1/2022	Capital Reserve Fees	49.83	2,108.89	Capital Reserve Fee
5/11/2022	Late Fee	115.51	2,224.40	Account with Attorney
6/1/2022	Association Fee	316.18	2,540.58	Association Fee
6/1/2022	Insurance Assessment	162.82	2,703.40	Insurance Fee
6/1/2022	Cable Fee	51.00	2,754.40	Cable/Internet
6/1/2022	Capital Reserve Fees	49.83	2,804.23	Capital Reserve Fee
6/7/2022	Payment	-579.83	2,224.40	
6/7/2022	Payment	-579.83	1,644.57	
6/11/2022	Late Fee	57.53	1,702.10	Account with Attorney
7/1/2022	Association Fee	316.18	2,018.28	Association Fee
7/1/2022	Insurance Assessment	162.82	2,181.10	Insurance Fee
7/1/2022	Cable Fee	51.00	2,232.10	Cable/Internet
7/1/2022	Capital Reserve Fees	49.83	2,281.93	Capital Reserve Fee
7/7/2022	Payment	-579.83	1,702.10	
7/11/2022	Late Fee	57.53	1,759.63	Account with Attorney
8/1/2022	Association Fee	316.18	2,075.81	Association Fee

FOLD ON PERFORATIONS, DETACH COUPON, AND RETURN IT WITH YOUR PAYMENT

Date Paid: _____
 Check #: _____
 Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

Account Number:	Payment Due By:
57251	
Amount Due:	Amount Enclosed:
9,527.02	

Make checks payable to your association
 Detach and return this portion with your remittance

Property: 239 Beach City Road 3218
 Hilton Head Island, SC 29926

In accordance with the rules of the National Automated Clearing House, information from the check sent with this payment may be used to create an electronic debit to your account. The electronic debit on your statement is valid as proof of payment.

Spa on Port Royal Sound
 c/o IMC Resort Services, Inc
 2 Corpus Christi, Suite #302
 Hilton Head Island, SC 29928

Phone: 843-785-4775

Account Number:	Statement Date
57251	9/25/2023
Due Date	Amount Due:
	9,527.02

Make checks payable to your association

Send payment To:

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
8/1/2022	Insurance Assessment	162.82	2,238.63	Insurance Fee
8/1/2022	Cable Fee	51.00	2,289.63	Cable/Internet
8/1/2022	Capital Reserve Fees	49.83	2,339.46	Capital Reserve Fee
8/8/2022	Payment	-579.83	1,759.63	
8/11/2022	Late Fee	57.53	1,817.16	Account with Attorney
9/1/2022	Association Fee	316.18	2,133.34	Association Fee
9/1/2022	Insurance Assessment	162.82	2,296.16	Insurance Fee
9/1/2022	Cable Fee	51.00	2,347.16	Cable/Internet
9/1/2022	Capital Reserve Fees	49.83	2,396.99	Capital Reserve Fee
9/6/2022	Payment	-579.83	1,817.16	Lockbox Payment
9/11/2022	Late Fee	57.53	1,874.69	Account with Attorney
10/1/2022	Association Fee	316.18	2,190.87	Association Fee
10/1/2022	Insurance Assessment	162.82	2,353.69	Insurance Fee
10/1/2022	Cable Fee	51.00	2,404.69	Cable/Internet
10/1/2022	Capital Reserve Fees	49.83	2,454.52	Capital Reserve Fee
10/7/2022	Payment	-579.83	1,874.69	
10/11/2022	Late Fee	62.53	1,937.22	Account with Attorney
10/11/2022	Owner Fines	50.00	1,987.22	10/11/22: *Rules and Regulations Improper Sto
11/1/2022	Association Fee	316.18	2,303.40	Association Fee
11/1/2022	Insurance Assessment	162.82	2,466.22	Insurance Fee
11/1/2022	Cable Fee	51.00	2,517.22	Cable/Internet
11/1/2022	Capital Reserve Fees	49.83	2,567.05	Capital Reserve Fee
11/8/2022	Payment	-579.83	1,987.22	

FOLD ON PERFORATIONS, DETACH COUPON, AND RETURN IT WITH YOUR PAYMENT

Date Paid: _____

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

Check #: _____

Account Number:	Payment Due By:
57251	
Amount Due:	Amount Enclosed:
9,527.02	

Make checks payable to your association
 Detach and return this portion with your remittance

Property: 239 Beach City Road 3218
 Hilton Head Island, SC 29926

In accordance with the rules of the National Automated Clearing House, information from the check sent with this payment may be used to create an electronic debit to your account. The electronic debit on your statement is valid as proof of payment.

Spa on Port Royal Sound
 c/o IMC Resort Services, Inc
 2 Corpus Christi, Suite #302
 Hilton Head Island, SC 29928

Phone: 843-785-4775

Account Number:	Statement Date
57251	9/25/2023
Due Date	Amount Due:
	9,527.02

Make checks payable to your association

Send payment To:

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
11/11/2022	Late Fee	62.53	2,049.75	Account with Attorney
12/1/2022	Association Fee	316.18	2,365.93	Association Fee
12/1/2022	Insurance Assessment	162.82	2,528.75	Insurance Fee
12/1/2022	Cable Fee	51.00	2,579.75	Cable/Internet
12/1/2022	Capital Reserve Fees	49.83	2,629.58	Capital Reserve Fee
12/7/2022	Payment	-579.83	2,049.75	
12/11/2022	Late Fee	62.53	2,112.28	Account with Attorney
1/1/2023	Association Fee	324.21	2,436.49	Association Fee
1/1/2023	Insurance Assessment	163.48	2,599.97	Insurance Fee
1/1/2023	Cable Fee	57.49	2,657.46	Cable/Internet Fee
1/1/2023	Capital Reserve Fees	49.82	2,707.28	Capital Reserve Fee
1/9/2023	Payment	-595.00	2,112.28	
1/9/2023	Legal Owner	226.32	2,338.60	Legal 12/22 Wild Inv. 16219
1/11/2023	Late Fee	85.16	2,423.76	Account with Attorney
2/1/2023	Association Fee	324.21	2,747.97	Association Fee
2/1/2023	Insurance Assessment	163.48	2,911.45	Insurance Fee
2/1/2023	Cable Fee	57.49	2,968.94	Cable/Internet Fee
2/1/2023	Capital Reserve Fees	49.82	3,018.76	Capital Reserve Fee
2/7/2023	Payment	-595.00	2,423.76	
2/11/2023	Late Fee	85.16	2,508.92	Account with Attorney
3/1/2023	Association Fee	324.21	2,833.13	Association Fee
3/1/2023	Insurance Assessment	163.48	2,996.61	Insurance Fee
3/1/2023	Cable Fee	57.49	3,054.10	Cable/Internet Fee

FOLD ON PERFORATIONS, DETACH COUPON, AND RETURN IT WITH YOUR PAYMENT

Date Paid: _____
 Check #: _____
 Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

Account Number:	Payment Due By:
57251	
Amount Due:	Amount Enclosed:
9,527.02	

Make checks payable to your association
 Detach and return this portion with your remittance

Property: 239 Beach City Road 3218
 Hilton Head Island, SC 29926

In accordance with the rules of the National Automated Clearing House, information from the check sent with this payment may be used to create an electronic debit to your account. The electronic debit on your statement is valid as proof of payment.

0000 000930 0000000000057251 ARD000000000 952702 0

ELECTRONICALLY FILED - 2023 Sep 25 11:51 AM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701818

Spa on Port Royal Sound
 c/o IMC Resort Services, Inc
 2 Corpus Christi, Suite #302
 Hilton Head Island, SC 29928

Phone: 843-785-4775

Account Number:	Statement Date
57251	9/25/2023
Due Date	Amount Due:
	9,527.02

Make checks payable to your association

Send payment To:

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
3/1/2023	2023 Insurance Shortfall	641.78	3,695.88	Insurance Shortfall
3/1/2023	Capital Reserve Fees	49.82	3,745.70	Capital Reserve Fee
3/7/2023	Payment	-595.00	3,150.70	
3/11/2023	Late Fee	149.34	3,300.04	Account with Attorney
4/1/2023	Association Fee	324.21	3,624.25	Association Fee
4/1/2023	Insurance Assessment	163.48	3,787.73	Insurance Fee
4/1/2023	Cable Fee	57.49	3,845.22	Cable/Internet Fee
4/1/2023	2023 Insurance Shortfall	641.78	4,487.00	Insurance Shortfall
4/1/2023	Capital Reserve Fees	49.82	4,536.82	Capital Reserve Fee
4/7/2023	Payment	-595.00	3,941.82	
4/11/2023	Late Fee	213.51	4,155.33	Account with Attorney
5/1/2023	Association Fee	324.21	4,479.54	Association Fee
5/1/2023	Insurance Assessment	163.48	4,643.02	Insurance Fee
5/1/2023	Cable Fee	57.49	4,700.51	Cable/Internet Fee
5/1/2023	2023 Insurance Shortfall	641.78	5,342.29	Insurance Shortfall
5/1/2023	Capital Reserve Fees	49.82	5,392.11	Capital Reserve Fee
5/9/2023	Payment	-595.00	4,797.11	
5/11/2023	Late Fee	277.69	5,074.80	Account with Attorney
6/1/2023	Association Fee	324.21	5,399.01	Association Fee
6/1/2023	Insurance Assessment	163.48	5,562.49	Insurance Fee
6/1/2023	Cable Fee	57.49	5,619.98	Cable/Internet Fee
6/1/2023	2023 Insurance Shortfall	641.78	6,261.76	Insurance Shortfall
6/1/2023	Capital Reserve Fees	49.82	6,311.58	Capital Reserve Fee

FOLD ON PERFORATIONS, DETACH COUPON, AND RETURN IT WITH YOUR PAYMENT

Date Paid: _____
 Check #: _____

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

Account Number:	Payment Due By:
57251	
Amount Due:	Amount Enclosed:
9,527.02	

Make checks payable to your association
 Detach and return this portion with your remittance

Property: 239 Beach City Road 3218
 Hilton Head Island, SC 29926

In accordance with the rules of the National Automated Clearing House, information from the check sent with this payment may be used to create an electronic debit to your account. The electronic debit on your statement is valid as proof of payment.

Spa on Port Royal Sound
 c/o IMC Resort Services, Inc
 2 Corpus Christi, Suite #302
 Hilton Head Island, SC 29928

Phone: 843-785-4775

Account Number:	Statement Date
57251	9/25/2023
Due Date	Amount Due:
	9,527.02

Make checks payable to your association

Send payment To:

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
6/6/2023	Payment	-595.00	5,716.58	Lockbox Payment
6/11/2023	Late Fee	341.87	6,058.45	Account with Attorney
7/1/2023	Association Fee	324.21	6,382.66	Association Fee
7/1/2023	Insurance Assessment	163.48	6,546.14	Insurance Fee
7/1/2023	Cable Fee	57.49	6,603.63	Cable/Internet Fee
7/1/2023	2023 Insurance Shortfall	641.78	7,245.41	Insurance Shortfall
7/1/2023	Capital Reserve Fees	49.82	7,295.23	Capital Reserve Fee
7/7/2023	Payment	-595.00	6,700.23	
7/11/2023	Late Fee	470.55	7,170.78	Account with Attorney
7/12/2023	Return Item Fee	50.00	7,220.78	Returned Echeck/Insufficient Funds/Not. by ban
7/12/2023	Returned Check	595.00	7,815.78	Returned Echeck/Insufficient Funds/Not. by ban
8/1/2023	Association Fee	324.21	8,139.99	Association Fee
8/1/2023	Insurance Assessment	163.48	8,303.47	Insurance Fee
8/1/2023	Cable Fee	57.49	8,360.96	Cable/Internet Fee
8/1/2023	2023 Insurance Shortfall	641.78	9,002.74	Insurance Shortfall
8/1/2023	Capital Reserve Fees	49.82	9,052.56	Capital Reserve Fee
8/9/2023	Payment	-595.00	8,457.56	
8/11/2023	Late Fee	534.73	8,992.29	Account with Attorney
9/1/2023	Association Fee	324.21	9,316.50	Association Fee
9/1/2023	Insurance Assessment	163.48	9,479.98	Insurance Fee
9/1/2023	Cable Fee	57.49	9,537.47	Cable/Internet Fee
9/1/2023	Capital Reserve Fees	49.82	9,587.29	Capital Reserve Fee
9/7/2023	Payment	-595.00	8,992.29	

FOLD ON PERFORATIONS, DETACH COUPON, AND RETURN IT WITH YOUR PAYMENT

Date Paid: _____
 Check #: _____

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

Account Number:	Payment Due By:
57251	
Amount Due:	Amount Enclosed:
9,527.02	

Make checks payable to your association
 Detach and return this portion with your remittance

Property: 239 Beach City Road 3218
 Hilton Head Island, SC 29926

In accordance with the rules of the National Automated Clearing House, information from the check sent with this payment may be used to create an electronic debit to your account. The electronic debit on your statement is valid as proof of payment.

Spa on Port Royal Sound
 c/o IMC Resort Services, Inc
 2 Corpus Christi, Suite #302
 Hilton Head Island, SC 29928

Phone: 843-785-4775

Account Number:	Statement Date
57251	9/25/2023
Due Date	Amount Due:
	9,527.02

Make checks payable to your association

Send payment To:

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
9/11/2023	Late Fee	534.73	9,527.02	Account with Attorney

Pay This Amount: \$9,527.02

Please send all correspondence or any inquiries on your invoice to:

IMC Resort Services, Inc
 2 Corpus Christi, Suite #302
 Hilton Head Island, SC 29928

FOLD ON PERFORATIONS, DETACH COUPON, AND RETURN IT WITH YOUR PAYMENT

Date Paid: _____
 Check #: _____

Jacqueline E. Ard
 21215 Dartmouth Drive
 Southfield, MI 48076

Account Number:	Payment Due By:
57251	
Amount Due:	Amount Enclosed:
9,527.02	

Make checks payable to your association
 Detach and return this portion with your remittance

Property: 239 Beach City Road 3218
 Hilton Head Island, SC 29926

In accordance with the rules of the National Automated Clearing House, information from the check sent with this payment may be used to create an electronic debit to your account. The electronic debit on your statement is valid as proof of payment.

0000 000930 0000000000057251 ARD000000000 952702 0

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (The Act)
15 U.S.C. § 1692, et seq., as Amended**

1. The amount of the Debt is stated in the letter or complaint to which this notice is attached.
2. **SPA ON PORT ROYAL SOUND HORIZONTAL PROPERTY REGIME, INC.** is the Creditor to whom the Debt is owed.
3. The Debt is described in the letter attached hereto, and will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty (30) days after the receipt of this Notice, dispute, in writing, the validity of the Debt or some portion thereof.
4. If the Debtor(s) notifies the Creditor's law firm in writing within thirty (30) days of the receipt of this Notice that the Debt, or any portion thereof, is disputed, the Creditor's law firm will obtain a verification of the Debt and a copy of the verification will be mailed to the Debtor(s) by the Creditor's law firm.
5. If the Creditor named in this notice is not the original Creditor, and if you make a request to the Creditor's law firm within thirty (30) days from the receipt of this Notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to the Creditor's attorney, Scott M. Wild, Esq., at Law Office of Scott M. Wild, LLC, Post Office Box 6867, Hilton Head Island, South Carolina 29938.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
8. You, the Debtor, have a right to contest the Debt in court.

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

**IF THE DEBTOR(S) HEREIN FILED FOR BANKRUPTCY, THIS COMPLAINT IS
NOT AN ATTEMPT TO COLLECT ANY PRE-PETITION DEBT OR TO VIOLATE
ANY STAY, BUT ONLY TO ENFORCE ITS LIEN ON THE PROPERTY THAT MAY
BE THE SUBJECT OF THIS ACTION**

**IF YOU HAVE RECEIVED THIS NOTICE IN ERROR, PLEASE NOTIFY THE
CREDITOR HEREIN IMMEDIATELY**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14TH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION #: 2023-CP-07-01818
)	
Spa on Port Royal Sound Horizontal Property Regime, Inc.,)	
)	
Plaintiff,	)	Verified Statement and Affidavit of Debt
)	
vs.)	
)	
Jacqueline E. Ard,)	
)	
Defendant.)	

Personally appeared before me, the undersigned Notary Public, Christine Phillips, Accounts Receivable Manager for IMC Resort Services, Inc., management agent for Spa on Port Royal Sound Horizontal Property Regime, Inc., Plaintiff in the above-captioned action, who, first being duly sworn, under oath, and under penalty of perjury, states deposes, and testifies as follows:

1. Her name is Christine Phillips and she is employed by IMC Resort Services, Inc.
2. She is the Accounts Receivable Manager for IMC Resort Services, Inc.
3. IMC Resort Services, Inc. (hereinafter, "IMC") has been retained to operate as the management agent for Spa on Port Royal Sound Horizontal Property Regime, Inc. (hereinafter, the "Association").
4. She is familiar with the books and records of the Association.
5. Those books and records are kept by IMC in the regular course of business of the Association and IMC.
6. The Association's books and records indicate Jacqueline E. Ard (hereinafter, "Ard") is a member of the Association.

7. Those books and records, among other things, show that the Association charges members monthly fees, the proceeds of which are applied towards present and future operational and capital needs, reserves, and expenses of the Association.

8. She is familiar with the fees charged to the members of the Association to pay for such present and future operational and capital needs, reserves, and expenses of the Association.

9. Those books and records, among other things, track account credits and debits charged to Ard and other owners.

10. In preparing this affidavit, she has reviewed those books and records.

11. She is familiar with Ard's account with the Association.

12. Ard's account is delinquent in the amount of Twenty-Six Thousand Six Hundred Seventy-Five and 52/100^{ths} Dollars (\$26,675.52), which charges constitute unpaid regular monthly membership fees, late fees, fines, applicable interest, and other fees charges as may appear on Ard's account statement, which is attached hereto as Exhibit "A", but which does not include any legal fees, costs or expenses.

13. The account balance shown on the statement breaks out as follows:

Association Fees, late fees and fines:	\$	26,675.52
Legal Fees (posted)	\$	2,408.89
Total	\$	29,085.41

14. As a result of Ard's delinquency, the Association placed Ard's account with an attorney for collection.

15. The Association directed said attorney to issue a demand letter informing Ard of the debt she owed to the Association.

16. Upon unsatisfactory payment thereof, the Association directed said attorney to place a lien upon Ard's property.

17. Upon information and belief, a copy of said lien is attached hereto as an exhibit.

18. Upon unsatisfactory payment thereof, the Association directed said attorney to initiate foreclosure.

19. She is familiar with and has reviewed all bills from attorneys representing the Association in this matter.

20. Based upon her review of the account statement, as well as other Association books and records, Ard owes the Association of Twenty-Nine Thousand Eight-Five and 41/100^{ths} Dollars (\$29,085.41) as of the date hereon, after all just account credits and debits are applied, and as shown on the attached account statement, plus attorney fees, attorney expenses invoiced to-date, Association expenses, and collection costs paid or invoiced to-date pertaining to this matter.

21. Attorney fees are detailed in the Affidavit of Attorney Fees being submitted contemporaneously with this Affidavit.

FURTHER, AFFIANT SAYETH NOT.

IMC RESORT SERVICES, INC.

By: Christine Phillips
Christine Phillips, Accounts Receivable Manager
IMC Resort Services, Inc.
2 Corpus Christie, Suite 302
Hilton Head Island, SC 29928

Sworn to and subscribed before me
this 9th day of September, 2024.

[Signature]
Notary Public for South Carolina
My Commission Expires: 8/21/28

LISA MARTIN
Notary Public, State of South Carolina
My Commission Expires 8/21/2028

Exhibit B - 2

2. The Association caused Janny Stidham, licensed private investigator, to personally serve Jacqueline E. Ard with the Complaint at 663 William Hilton Parkway, #4408, Hilton Head Island, SC 29928 on or about April 28, 2024. An Affidavit of Service evidencing said service is of record with the Office of the Clerk of Court for Beaufort County, South Carolina as of April 30, 2024.

3. Jacqueline E. Ard (hereinafter, "Ard") has not filed an Answer to the Complaint.

4. No party has raised any issues related to the Association's standing to prosecute this action.

5. On August 21, 2024 upon the Association's application, this Court signed an Order referring this matter to a Special Referee for Beaufort County, South Carolina.

6. The Association, by and through its counsel, notified Defendant of the time, date, and place of the foreclosure hearing in this matter by U.S. First Class Mail on August 27, 2024, which notice and corresponding Certificate of Service are of record with the Office of the Clerk of Court for Beaufort County as of August 27, 2024.

7. The Association is a duly organized horizontal property regime and/or owners' association, operating as a not-for-profit corporate entity charged with administering the Master Deed of The Spa on Port Royal Sound Horizontal Property Regime dated August 30, 1984 and recorded in the Beaufort County Records in Book 402 at Page 629, and all further amendments thereto (hereinafter collectively referred to as the "Master Deed"), which applies to the Spa on Port Royal Sound Horizontal Property Regime, Inc. (hereinafter, the "Community").

8. From April 29, 2021 to present, Defendant has owned the Property, as evidenced by the Warranty Deed recorded on May 24, 2021 with the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 4015 at Page 2897, and which is more particularly described as follows:

ALL that certain condominium unit situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, known as APARTMENT #3218, THE SPA on PORT ROYAL SOUND HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Title 27, Chapter 31, Code of Laws of South Carolina (1976), and submitted by Master Deed dated August 22, 1983, and recorded August 30, 1984, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 402 at Page 629, and the First Amendment to the Master Deed of the Spa on Port Royal Sound Horizontal Property Regime dated September 25, 1985 and recorded September 26, 1985, in Deed Book 430 at Page 1570 in said Office of the Register of Deeds for Beaufort County, South Carolina, as further amended thereafter.

TMS #: R510-005-000-008B-3218

Address: 239 Beach City Road, Apt. 3218
Hilton Head Island, SC 29926

9. Defendant is still the record owner of this Property.
10. Said Property is subject to all provisions, restrictions, conditions, and affirmative obligations contained in the Master Deed, and which has been in full force and effect at all times herein.
11. Association fees and insurance fees were established and are applied against each and every lot in the Community for the purpose of obtaining insurance coverage and paying such expenses incurred in operating, maintaining, altering, modifying, improving, repairing, and replacing the common elements of the Community in accordance with the Master Deed.
12. That upon the purchase of said Property, Defendant became personally obligated to pay all assessments, fines, charges, levies, and demands of the Association intended for use on the common elements and that said obligations operate as a lien against the property for non-compliance with the Master Deed.
13. According to the Master Deed, Defendant is/are responsible for all Association fees, late fees, and administrative fees that accrued prior to its purchase of the Property and which

accrued and will continue to accrue as determined by the Master Deed, plus attorney fees under the Master Deed in association with collection on this account, and costs of this action in accordance with the same, since its purchase of the Property.

14. The installments of monthly Association fees, late fees, legal fees, collection costs, insurance assessments, and other charges to this account have not been made as required under the terms and conditions of the Master Deed, and the Association has been required to place the same into the hands of its attorney for collection.

15. The Association has made numerous demands upon Defendant to pay said delinquent account for monthly regime dues, insurance charges and periodic assessments, costs of collection and attorney fees, but Defendant has failed and continues to fail to pay the sums due the Association.

16. The Association has performed all of its obligations and requirements to accelerate the balance and Defendant received all notices to which he / she / it / they is / are entitled under law.

17. On March 16, 2022, the Association filed a lien against the Property in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Lien Book 151 at Pages 0902-0905 (the "Lien").

18. The amounts due and owing to the Association, exclusive of attorney fees, expenses, and court costs, in connection with the Property as described in this Order, by Defendant is Twenty-Six Thousand Six Hundred Seventy-Five and 52/100^{ths} Dollars (\$26,675.52), including unpaid monthly regime fees, late fees, insurance assessments, and other charges; and is itemized as set out on the statement incorporated into the Record of Testimony and Verified Statement and Affidavit of Debt as an Exhibit, which is incorporated herein.

19. In addition to the amounts due under the Master Deed, I have considered the time and labor involved by Scott M. Wild of The Law Offices of Scott M. Wild, LLC for the Association; the skill required to perform the services necessary in this action; the amount involved; the results obtained; the skill, experience, reputation and ability of the attorneys; and being familiar with the customary fees for like services in Beaufort County, South Carolina. I find that the sum of Two Thousand Four Hundred Eight and 89/100^{ths} Dollars (\$2,408.89) is a reasonable sum to allow for court costs, expenses and attorney fees charged through September 1, 2024, and further, that the sum of Two Thousand and NO/100^{ths} Dollars (\$2,000.00) is a reasonable sum to allow for the work necessary to conclude this action, including additional attorney fees, court costs, and expenses as set out in the Affidavit of Attorney Fees filed with this Court.

20. The Association has not waived its right to seek a deficiency judgment against Defendant and seeks foreclosure of its Lien, though reserves the right to waive the same at or prior to sale.

21. The Association seeks judgment of foreclosure on its lien rights and a judgment for a breach of the Master Deed.

22. Any party claiming an interest in the Property is entitled to notice of the disposition of any surplus funds generated by the sale of this Property in accordance with Rule 71 of the *South Carolina Rules of Civil Procedure* and custom of this Court.

23. There is a substantial likelihood that the property involved in this action is owner-occupied. Therefore, before a sale shall be scheduled, the Plaintiff shall comply with the following:

a. A Rule to Show Cause shall be prepared, executed and served personally on the primary Defendant(s) within sixty (60) days of this Order. The Rule shall order that the Defendant(s) appear at the stated date and time and show cause, if they can, why the property should not be sold for the reasons articulated in this Order. The Rule to Show Cause together with

a copy of this Order shall be personally served on the primary Defendant(s) by a Beaufort County Sheriff's Deputy. No other form of service shall be effective. If the Defendant(s) fail to appear as ordered and/or otherwise fail to show cause, a sale shall be scheduled.

**BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS, IT IS ORDERED,
ADJUDGED AND DECREED:**

- A. The debt Defendant owe(s) the Association in connection with the Property as referenced above and within this Thirty-One Thousand Eighty-Four and 41/100^{ths} Dollars (\$31,084.41), consisting of principal, interest, late fees, fines, costs of collection, court costs, expenses and attorney fees, and the Association shall have a money judgment against Defendant in that amount.
- B. The amount of this judgment shall be subject to any additional attorney fees and costs incurred by the Association that exceed the amount allotted above.
- C. Should the Association be forced to pay any past due taxes on the Property before the foreclosure sale of the Property, those amounts shall be added to this judgment.
- D. Pursuant to Paragraph 23, the Lien of the Association shall be foreclosed and Defendant, and anyone claiming by, through or under him/her/it/them, shall be barred of any right, title, interest in, lien upon, or equity of redemption in or to the subject premises except those parties holding superior liens.
- E. Should Defendant not show adequate cause, the subject Property be shall be sold by the Special Referee for Beaufort County, South Carolina, at public auction at Mutterer Law Firm in Bluffton, South Carolina, after due advertisement according to law, on the first available sales day after entry of this Order (and should the regular sales day fall on a legal holiday, the sales day shall be on the Tuesday next following the legal holiday or the next


day thereafter), or upon such other date as I may designate, upon the following terms, to wit:

- a. For cash, and the Special Referee will require a deposit of five (5%) of the bid amount, in cash or its equivalent, the same to be applied to the purchase price only upon compliance with the bid, but in the case of non-compliance with the bid within thirty (30) days from the date of the bid, the same shall be forfeited and applied to the debt.
- b. If, upon such sale being made, the high bidder shall fail to comply with the terms of the bid within thirty (30) days of making the bid, the Special Referee may advertise the premises for sale at some subsequent sales day, at the risk of the former bidder, and so on from time to time until compliance with a bid shall be achieved;
- c. If the Association is the successful bidder at the sale, however, for a sum not exceeding the cost of sale and the indebtedness on the Property to the Association, in full, the Association may pay unto the Special Referee only the amount of costs, crediting the balance on the Association's bid on the indebtedness found to be owing by Defendant to the Association;
- d. The Association has expressly reserved its right to seek a deficiency judgment against Defendant, which right may be waived at any time in writing until the Property is held up for sale, including at the sale of the Property, and therefore the bidding shall remain open for a period of thirty (30) days;
- e. It is a condition of the sale that the sale shall not occur if the Association or its attorney is not present at the sale;
- f. The Purchaser at said sale, other than the Association, shall pay any and all recording fees, commissions, and any applicable State, County or Municipal documentary stamp or transfer fee expense; and
- g. The Special Referee shall, upon compliance with the terms of the Purchaser's bid, issue a good and sufficient title and Deed to the premises and Property sold pursuant to that Order.
- h. The sale shall be subject to any real property taxes or special assessments that are due and owing as of the date of the sale, as well as any liens superior to the Lien of Association hereby foreclosed.
- i. Defendant is/are permitted to redeem the Property by paying the judgment amount, plus all additional costs, before the judicial sale of this Property.

- F. The full amount of this judgment shall carry interest at the statutory rate of twelve and one-half *per cent* (12.50%) per annum, or the then-prevailing statutory judgment rate, until compliance with the successful bid is made.
- G. The proceeds from the sale should be applied as follows:
- a. To the payment of the costs and expenses of the sale, including the Special Referee's fee; then
 - b. To the satisfaction of Defendant's judgment debt to the Association, and attorney's fees, or so much thereof as the purchase money will pay of the same; then
 - c. The surplus, if any, will be held for distribution pursuant to further order of the Court.
- H. Upon making the sale of the Property, and upon the execution and delivery to the purchaser or purchasers of a Deed(s) to the Property, said purchaser or purchasers shall be let into possession of the Property upon production of the deed(s); and further that upon request of the holder of the Deed(s), the Sheriff of Beaufort County shall put the holder of the Deed(s) into possession of the premises. In addition, the purchaser shall be entitled to have said Sheriff place any items, not including fixtures, left in the Property onto the street or public way immediately adjacent to the Property.
- I. The obligation to pay fees to the Association ran with the Property prior to Defendant acquiring an interest and Defendant took title subject to that obligation, such that the Homestead Exemption would not apply.
- J. That the fines assessed against Defendant are valid.
- K. The Association may waive its right to deficiency judgment in writing at any time in writing up to or at the sale.
- L. This Court retains jurisdiction to hear any issues related to Defendant's ejectment from the Property or the ejectment of his tenants(s).

- M. This Court shall retain jurisdiction to finalize all matters in this case.
- N. That, in addition to all notices to the property owner(s) which are required by SCRCF or other law, in a case involving property owner's SCRCF 55 default, or any other case or circumstance where property owner(s) would not ordinarily receive a copy of the Order of Foreclosure and/or Notice of Sale, the party seeking foreclosure (Foreclosing Party) shall within 5 (five) days of execution of this Order cause this Order and the Notice of Sale (if available) to be served by US Mail upon said property owner(s).
- a. An affidavit of such service shall be filed with the Clerk of Court expeditiously.
 - b. In cases where the Notice of Sale is executed later in time than the Order, service shall be accomplished separately, and shall be sent no later than 5 (five) days from receipt by the Foreclosing Party.

AND IT IS SO ORDERED.



Jannine M. Mutterer, Esq. Special Referee
for Beaufort County, South Carolina

Beaufort, South Carolina.

This 11th day of September, 2024.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-07-01818

Spa on Port Royal Sound Horizontal Property Regime, Inc.

Jacqueline E. Ard

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott M. Wild, LLC

Attorney for : Plaintiff Defendant
 or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

The property which is the subject of this action shall be sold at public sale pursuant to the Master's Decree of Foreclosure, Sale and Judgment.

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)
Spa on Port Royal Sound Horizontal Property Regime, Inc.	Jacqueline E. Ard	\$31,084.41

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

ALL that certain condominium unit situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, known as APARTMENT #3218, THE SPA on PORT ROYAL SOUND HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Title 27, Chapter 31, Code of Laws of South Carolina (1976), and submitted by Master Deed dated August 22, 1983, and recorded August 30, 1984, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 402 at Page 629, and the First Amendment to the Master Deed of the Spa on Port Royal Sound Horizontal Property Regime dated September 25, 1985 and recorded September 26, 1985, in Deed Book 430 at Page 1570 in said Office of the Register of Deeds for Beaufort County, South Carolina, as further amended thereafter.

TMS # : R510-005-000-008B-3218
Address: 239 Beach City Road, Apt. 3218
Hilton Head Island, SC 29926

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.


Special Referee

2098
Judge Code

9/11/24
Date

For Clerk of Court Office Use Only

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

Scott M. Wild, LLC
P.O. Box 6867
Hilton Head Island, SC 29938

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

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-Fileers 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.

RECEIVED

Apr 04 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Jannine M. Mutterer, Special Referee

Case No.: 2023-CP-07-01818

Spa on Port Royal Horizontal
Property Regime, Inc.....Plaintiff/Respondent

v.

Jacqueline E. Ard.....Defendants/Appellant

PROOF OF SERVICE

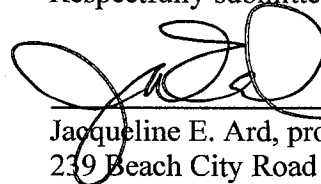
I certify that on the 4th day of April 2025, I have served the **NOTICE OF MOTION AND EMERGENCY MOTION TO STAY FORECLOSURE SALE PENDING APPEAL** upon the Clerk of Court and all counsel of record by depositing a copy in the United States Mail, postage prepaid and addressed to:

Jerri Ann Roseneau
Clerk of Court Beaufort County
102 Ribaut Rd ste 208
Beaufort, SC 29902

Dated: April 4, 2024

Scott Wild
Attorney for Respondents
P.O. Box 6867
Hilton Head Island, SC 29938

Respectfully submitted,



Jacqueline E. Ard, pro se Appellant
239 Beach City Road unit 3218
Hilton Head Island, SC 29926
jacquelineard72@gmail.com
(313) 770-7051