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SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

COURT OF COMMON PLEAS
2024-CP-10-01489

Michael D. Royal,)

) TRANSCRIPT OF RECORD

-vs-)

) March 28, 2024

Ashley House Council,)

) Moncks Corner, South Carolina

B E F O R E:

The Honorable Bentley Price, Judge

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

Michael D. Royal, Pro Se

G. Hamlin O'Kelley, Esquire
Skyler Wilson, Esquire
Attorneys for the Defendant

Reported By:

Yvestre Torres, OCR
Circuit Court Reporter for the
Ninth Judicial Circuit

1 THE COURT: All right. Thank you very much.
2 Please be seated. All right. So it's my understanding
3 that we have an emergency TRO; I had read it.
4 Obviously, it was filed prior to the meeting on the
5 25th. But are we still proceeding and going forward
6 on the TRO.

7 MR. ROYAL: Yes, Your Honor.

8 THE COURT: All right. All right. So this
9 is Michael Royal versus Ashley House Council of
10 Co-Owners, that it is a motion for an emergency --
11 temporary restraining order and a motion for temporary
12 injunction. All right, have y'all had an opportunity
13 to speak with one another?

14 MR. WILSON: Not yet, Your Honor, about
15 the injunction, more than the hearing.

16 THE COURT: All right.

17 MR. WILSON: I'll take the position as the
18 counselor for the Defendant that would be moot at this
19 point. But I'm happy to hear Mr. Royal flush out the
20 details of the merits of this.

21 THE COURT: All right. Mr. Royal.

22 MR. ROYAL: Your Honor, I had attempted
23 to engage in conversation; I have not gotten a reply
24 from Mr. Wilson.

25 THE COURT: All right.

1 MR. O'KELLEY: And, Your Honor, Hamlin
2 O'Kelley, also for the Defendant. Prior to this case
3 being filed, we've had many discussions with Mr. Royal
4 about what he wanted. There was an offer made to have
5 the resolution that he wanted to have voted on to be
6 placed on the agenda annual meeting, and he refused
7 that offer. He said, no, it's all or nothing ---

8 MR. ROYAL: Objection, Your Honor. I would
9 like to be able to present my own case.

10 THE COURT: Sit.

11 MR. O'KELLEY: I'm answering Your Honor's
12 question about that.

13 THE COURT: That's correct.

14 MR. O'KELLEY: And we said, Mr. Royal,
15 we would be happy to put this motion on the agenda
16 for the 25th to be voted on. He said, absolutely not.
17 We have to have this voted on before there's a meeting.
18 And the offer was made, and then the next thing you
19 know, here we are with a lawsuit being filed. And the
20 meeting did take place on Monday, Your Honor.

21 THE COURT: That's what I wanted to know.
22 All right, Mr. Royal, go ahead.

23 MR. ROYAL: Your Honor, may I approach the
24 podium? Thank you, sir. Your Honor, I'm Michael Royal,
25 the Plaintiff in this case. We have a very short

1 window, so I'm going to move very quickly, Your Honor,
2 if it's okay? The matter is not moot for reasons which
3 will become very clear here shortly.

4 Your Honor, the subject of the underlying
5 action and of this motion is a board of directors,
6 which has gone a bit rouge, is refusing to adhere
7 to the governing documents of the condominium. And
8 some of the members of which are doing their darnedest
9 to prevent co-owners from exercising their right to
10 self-governance.

11 This is all in the context of a board
12 preparing to sign a contract with a contractor on
13 a \$21,000,000 to \$23,000,000 project creating by far the
14 largest assessment ever for this regime, while insisting
15 that co-owner approval for the project is not required
16 and will not be sought.

17 Its denial of the owner's right to set
18 policy for the regime has come to a point, most recently
19 and most shortly, with opposing counsel, Mr. O'Kelley,
20 on Monday night at the annual meeting, proclaiming
21 that owners have no right to make motions at their own
22 meetings, unless they have previously noticed the board
23 of their motions ten days in advance. I have an audio
24 where O'Kelley is making this statement. I'm happy
25 to approach the bench, if requested.

1 THE COURT: I don't need it.

2 MR. ROYAL: Okay. I will come back to
3 this point in a moment. But this attempt would largely
4 shut down the ability for co-owners to govern themselves
5 because it means that co-owners would have to be able
6 to predict with 100 percent accuracy every word that
7 would be said at the annual meeting ten days prior
8 to the meeting beginning.

9 Now, the specific subject of this motion
10 is the board's refusal to count the votes on a motion
11 to pass a resolution, which I presented to the co-owners
12 a year ago from yesterday at the 2023 annual meeting.
13 Your Honor, Exhibit C to my motion includes a transcript
14 of the portion of that meeting which is relevant for
15 this hearing today.

16 And on page 6 of that transcript,
17 at the bottom, you can clearly see that the chair,
18 Peter Russell, asked for a second for my motion.
19 Someone in the audience, a co-owner, seconded the
20 motion. The chairman called, all in favor. There
21 was a voice vote, and the vote was inconclusive,
22 and then the chairman instructed me to please put
23 that in writing, send it to Ravenel, who is the manager
24 for the association, ask him to put out an email ballot
25 on that so we can get clarity on that.

1 Your Honor, Exhibit D to my motion -- sorry.
2 Exhibit D is -- yes -- to my motion shows an email,
3 which I sent to the board of directors and the
4 association manager the following day, following the
5 instructions from the chairman. And it puts in words
6 the resolution that I tried to pass the previous night,
7 and said, "Based on the voice vote that was conducted,
8 it's presently unknown whether the motion for passage
9 of the second resolution was accepted or rejected.
10 It is my understanding that the chairman determined that
11 it would be impractical to determine the outcome during
12 the annual meeting, and that subsequently, the board
13 would put the questions to the owners by email."

14 The next exhibit, Your Honor, is my email
15 of April 11 because the board did not reply to my
16 email at all; they ignored it. So on April the 11th,
17 I reminded the board, "I'm following up on the email
18 below as the board has not yet presented the co-owners
19 with a revote on resolution to below, and the tool
20 for using the outdoor speakers related to a different
21 motion." I did not receive any response to this email
22 of April 11th.

23 The following day, and Exhibit F will show,
24 on April the 12th, I emailed the board again reminding
25 them that the vote had not yet been taken, had not been

1 conducted or administered by the board. And I went so
2 far as to do research for the board to show them how the
3 policy might be implemented if adopted by the co-owners.
4 I said, I reviewed ElectionBuddy, Election Runner,
5 Simply Voting, Zoom, Microsoft Teams, Google Meet,
6 Google Forms, StrawPoll, SurveyMonkey, and Google
7 Sheets.

8 Then, I made a recommendation for what
9 I believed to be the best technology for implementing
10 a policy, if it was adopted by the co-owners at a cost
11 of \$374 a year, which is \$2.54 per co-owner. I never
12 got a response to this email.

13 Your Honor, I should state exactly what
14 the resolution was at the annual meeting in 2023,
15 which I was trying to pass. And it said, resolved,
16 that the board ensure that in all future Ashley House
17 meetings of co-owners, co-owners may attend and
18 participate in the meetings remotely and resolve
19 that the board devise such rules as it deems necessary
20 or prudent to conduct homeowners meetings in an orderly
21 fashion.

22 THE COURT: All right, I read that.

23 MR. ROYAL: Okay.

24 THE COURT: Only the first sentence is a
25 real sentence. So what are you asking the board to do?

1 Allow you to participate in the meeting remotely?

2 Because it resolved that the board devise such rules
3 as it deems necessary or prudent to conduct co-owner
4 meetings in an orderly fashion is not a sentence.

5 MR. ROYAL: Yes, sir. I added that based
6 on input from the co-owners during the 2023 annual
7 meeting. I was asked to add that language ---

8 THE COURT: But what does that language even
9 mean?

10 MR. ROYAL: It means that if there's chaos
11 during a meeting because it's being conducted on Zoom
12 or some similar technology that the board would have
13 the right to create rules to -- for the order of the
14 meeting. I believe that that language is totally
15 redundant and useless.

16 THE COURT: Yeah.

17 MR. ROYAL: But the co-owners asked
18 me to add it to the resolution, which I happily did,
19 but the substance is in the portion, Your Honor.

20 THE COURT: Correct.

21 MR. ROYAL: Okay. The reason that this
22 is important for all future meetings is because
23 the result of the vote on that resolution would affect
24 the outcome of all future meetings. In other words,
25 Your Honor, what I was attempting to do was enhance

1 the democratic self-rule of the association by allowing
2 more people to participate and having less pressure
3 for people to proxy their votes over to board members.

4 So if the resolution passed, there would
5 effectively be more co-owners participating in future
6 meetings, which would affect the outcome of these
7 meetings. That's why I told the board over and over
8 it's critical for you to administer the vote on this
9 resolution prior to the next co-owner meeting. And that
10 language is in the resolution itself. This must take
11 place prior to the next co-owner meeting.

12 But what happened, Your Honor, is the board
13 simply ignored all of my encouragement for them to take
14 their -- to satisfy their duty and count the vote.
15 And so you see email after email in which I'm reminding
16 them this hasn't happened yet, and it needs to happen.

17 THE COURT: All right. Well, let me hear
18 from them for a minute. All right. I now know what
19 he wants; he wants to have it remotely. That's what
20 all of this is about.

21 MR. WILSON: Yes, Your Honor. Thank you.

22 THE COURT: All right.

23 MR. WILSON: Skyler Wilson on behalf
24 of the Defendant, Ashley House Council of Homeowners.
25 I would like to take a moment just to kind of address

1 some of the background. Ashley House is located in
2 Charleston. It's got 147 condominiums, each with
3 potential multiple co-owners ---

4 THE COURT: Mr. Royal, you can have a seat,
5 please.

6 MR. WILSON: --- who had certain rights
7 governed by the Ashley House's governing documents.
8 Their annual meeting is held March 4th of every year;
9 I understand it's always been March 4th of every year,
10 despite --- fourth Monday of March every year, and
11 it can be moved by resolution of the board, but it's
12 my understanding it's always the fourth Monday.

13 This -- it has annual meetings; it has
14 special meetings for members, and then it has board
15 meetings. Now, Mr. Royal has this idea that a
16 resolution brought on the floor during an annual meeting
17 without giving notice to any of the co-owners or the
18 board and requiring a vote, was required to be voted
19 on and then circulated amongst the co-owners afterward.

20 And if you read the governing documents,
21 bylaws, read the covenants, there is no right to bring
22 a motion for any purpose at an annual meeting and then
23 require a vote. And it makes sense when we get to
24 the meet -- or the merits of the temporary injunction.
25 And we understand that he wants to have virtual

1 attendance and virtual participation, but there
2 are significant concerns with implementing that kind
3 of practice.

4 And if you look at the nonprofit code,
5 it actually adopts the statute that puts it in the
6 board's discretion to allow virtual participation.
7 But they have to have these measures to make sure the
8 people who are showing up virtually are who they say --
9 who they pretend to be and then verifying all the votes.
10 So they did not put that to an email ballot resolution
11 afterwards.

12 But, you know, I believe we're here today
13 on a TRO, maybe not necessarily the preliminary
14 injunction. We would be happy to handle both today.
15 But I believe that the motion for a temporary injunction
16 is moot at this point, Your Honor, because the whole
17 purpose of Plaintiff's motion, very beginning at the
18 end, the urgency is because the outcome on his
19 resolution could change what co-owners participate
20 at the March 25th meeting.

21 The March 25th meeting has happened.
22 Now, there was an medical emergency at this meeting,
23 and it has to be rescheduled to be finished, but there
24 hasn't been a date chosen yet. There is -- there is
25 no urgency right now to be able to prevent the board

1 from holding its future annual meetings, because we
2 don't know if Mr. Royal can attend because it hasn't
3 been scheduled.

4 So in our position, the TRO is moot, but
5 if we're getting into the temporary injunction and
6 the merits of it, which you have to show an irreparable
7 injury, you have to show success on the merits -- the
8 likelihood of success on the merits, and you have
9 to show an inadequate remedy at law. And TROs,
10 preliminary injunctions, are drastic remedies in the
11 discretion of the Court. They are not to be issued
12 lightly; they're issued with caution.

13 Now a temporary injunction is something
14 that forces a board not to do something in this instance
15 versus what we know as a mandatory injunction, which
16 would require the board to take certain actions.
17 Mandatory injunctions are even more drastic than a
18 temporary injunction because they involve things like
19 the Court oversights to determine if the party was being
20 forced to take the action, taking the action implements
21 a court order.

22 If you're trying, in a preliminary
23 injunction, to force a party to take action, that's
24 improper. So, for today, I think we're just limited
25 to whether or not the board can continue to hold

1 meetings. And the purpose of these preliminary
2 injunctions, Your Honor, is to preserve the status quo,
3 to preserve the Plaintiff's rights pending a litigation
4 on the merits, and we had an underlying lawsuit that
5 is going to go forward, I assume, to litigate the merits
6 of what happened at this 2023 meeting and whether or not
7 the 2020 resolution had to be circulated.

8 But the Court has to look those three
9 elements for the TRO, or temporary injunction. Also
10 has to balance the equities between the parties. We
11 do not think the Plaintiff can show any of the elements
12 necessary for a temporary injunction. Again, the
13 irreparable injury must be in it. It has to -- and
14 the injunction must be reasonably necessary to protect
15 the Plaintiff's rights during litigation.

16 The meeting has already happened. The
17 urgency, and what Plaintiff has requested in his motion,
18 the words that he wrote, that notice to the Court that
19 brought us all here today, said it is urgent because
20 the outcome of the vote affects what happens at the 2024
21 meeting, which is scheduled for March 25th; it happened.
22 There is no irreparable injury with respect to that
23 meeting, so he cannot show irreparable injury.

24 Now, further, because there hasn't been
25 anything scheduled, the Plaintiff cannot sit here

1 and say that I can't attend this future meeting because
2 I am unable to come in person. There's just no
3 irreparable injury with respect to the meetings.

4 And then if you look at the success on
5 the merits, I disagree that the bylaws require, or even,
6 first, that the bylaws allow a member, without prior
7 notice or letting the board know, to show up at an
8 annual meeting and say, I motion for this to vote,
9 and everybody has to institute the vote, or has to take
10 a vote. There's nothing in the bylaws that allows that.
11 There's also nothing in the bylaws that that permits
12 a board to circulate something for email ballot after
13 an annual meeting.

14 And that language, Your Honor -- again,
15 success on the merits. It's a restrictive covenant.
16 We have to interpret it, and there is no provisions
17 allowing an owner to bring a motion at an annual
18 meeting. The meeting notice and agenda are set by
19 the board of directors. Once that goes out, business
20 cannot be conducted outside of that meeting notice,
21 unless all co-owners are present or consents in writing
22 to transact additional business. That's the limitation.

23 So when we look at this motion that
24 Mr. Royal has -- in 2023, brought his 2023 resolution,
25 it was not noticed that the entire co-ownership would

1 need to vote on instituting a change, a fundamental
2 shift into how annual meetings are held. So we believe
3 that the bylaws do not allow that.

4 And, further, the non -- the resolution
5 would have required, at the time, an amendment to the
6 bylaws because the quorum requirements under the bylaws
7 state that a quorum is met by a majority of co-owners
8 present in person or by proxy. If you want to have
9 -- and that's what's required to conduct business
10 as a member -- as an association. If you want to have
11 participation virtually, then you would have to amend
12 that bylaw to allow quorum to be met by virtual
13 attendance and participation. That requires a meeting
14 called for that purpose, and a 66-2/3 percent vote
15 in favor. So that's one reason why they couldn't
16 circulate afterwards, but also why it wouldn't meet
17 the requirements just to be adopted.

18 And then the board has -- the bylaws contain
19 a nonwaiver provision, just like most regimes do,
20 that prevents an -- overlooking, enforcing a governing
21 document from being used as a waiver against the board.
22 So the fact that the board in the midst of an annual
23 meeting was being presented with a motion that they
24 had no idea was coming, didn't circulate it for a vote,
25 and tried to handle a voice vote, and didn't enforce

1 these bylaws that required notice prior to the vote,
2 doesn't mean that we can now say that they've waived
3 that provision. They do not have an obligation to
4 send an email ballot for an in-person -- or virtual
5 attendance.

6 And then adequate remedy at law, Your Honor,
7 if you have the ability to challenge the events
8 that you're trying to stop from happening by bringing
9 a lawsuit and challenging those events, then that's
10 your adequate remedy at law. It's not just monetary
11 damages, and that's what's in the -- in our brief citing
12 the strategic resources case, dealt with arbitration,
13 stopped at arbitration because one party believed the
14 arbitrator was improperly appointed, asked for an
15 injunction.

16 They went to the Supreme Court; the
17 Supreme Court said no, you don't get to stop the
18 arbitration. You can address the issue of the
19 appointing the arbitrator and the whole results
20 of arbitration after the fact. That was the adequate
21 remedy at law, and that's what the adequate remedy
22 at law would be here, to challenge any events that you
23 happen to believe to be null and void because they
24 didn't send a resolution.

25 And then, this idea that not circulating

1 an email resolution after an annual meeting would
2 render all actions of the members void has absolutely
3 no support. A meeting that is properly noticed under
4 the bylaw, as they are currently inshrined, the -- if
5 the bylaws get -- if the notice describes the purpose,
6 there's a quorum, a majority votes, takes action, it
7 is binding on every co-owner no matter what, even
8 if they're not present. But you have to give co-owners
9 notice, and that makes sense too, because if you think
10 about it, Mr. Royal's concern -- and this occurred at
11 the 2023 meeting -- was the inability to tally the votes
12 for this motion. They tally votes on paper for the
13 meeting that's been -- for the board of directors.

14 If you don't provide notice to all of
15 the co-owners and the board and its property manager to
16 be able to prepare to have a vote on a specific matter,
17 it's going to result in chaos. So that is why the
18 bylaws should be read to impose requirement for notice,
19 and there's other requirements too, if you want to get
20 into them.

21 And then, Your Honor, I would say balancing
22 of equity is at the very end of this preliminary
23 injunction, the TRO. It does not favor entering
24 an injunction against the board to prevent all future
25 meetings until this resolution is circulated. And

1 that's because -- again, the reason why we're here today
2 is the 2024 meeting on March 25th, and it already
3 happened. It does need to be rescheduled, but it hasn't
4 been rescheduled. There's no specific date, and because
5 injunctions need to be limited and narrowly tailored,
6 this Court really shouldn't invoke a drastic remedy
7 to just prevent the board from having any type of
8 meetings.

9 And the issue with the construction, yes,
10 there is -- the Ashley House is going through -- the
11 facade of the Ashley House is in disrepair. It's clad
12 and brick, and my understanding is that some of these
13 bricks are separating from the building. There's
14 has been concrete that has fallen from 12 stories up.

15 They have engaged a contractor or an
16 engineer, Stantec Engineering, to try and deal with
17 these issues. And Stantec has been working on it
18 for many years. They've proposed a couple of different
19 ways to handle the issues. It's going to be a lot
20 of money, but there isn't any contractor or construction
21 company yet, and it's been going on for a while; it's
22 nothing new.

23 But the real point on that is that that is
24 not the subject to this motion; this is for the annual
25 meeting. And because it's already happened, Your Honor,

1 again, we would say that the injunction is moot and
2 ask that you exercise your discretion not to enter it.
3 Unless you have questions any questions, I'll sit.

4 THE COURT: All right.

5 MR. ROYAL: May I respond, Your Honor?
6 Your Honor, what you've just listened to is absolute
7 deluge of errors and misinformation. And, Your Honor,
8 for the record, I am here to argue for both sides of my
9 motion, both the TRO and the TI.

10 Your Honor, the first thing to note is
11 that opposing counsel is arguing that co-owners are not
12 allowed to make motions at their own meeting. They've
13 said that in emails; they've indicated that here today.
14 But -- in other words, if you went to any corporate
15 shareholder meeting, you would be surprised to find out
16 that the shareholders have no power to create a policy
17 for the corporation, and that's what's happening here.

18 Your Honor, I've been president of a
19 homeowner's association at Kiawah Island for 13 years.
20 I'm involved with two condominiums in downtown
21 Charleston, I worked as a staffer in Washington D.C.,
22 on Capitol Hill. I have more than a passing knowledge
23 of these kinds of things. And what you're hearing is
24 an argument from opposing counsel is absolutely absurd.
25 He's saying that co-owners don't have any governments

1 over themselves. That is the purpose of an annual
2 meeting.

3 Your Honor, secondly, they said that prior
4 notice is required under the bylaws for a motion that
5 comes to the council of co-owners. Now, Your Honor,
6 they are ignoring a major distinction in the bylaws
7 between special meetings and annual meetings. This
8 is a distinction that is made in the governing documents
9 for literally every condominium, and they are using
10 language that is particular to special meetings and
11 applying it to annual meetings, and misleading this
12 Court by doing so.

13 For a special meeting, prior notice of the
14 subject matter of the meeting is required. That is not
15 required at the annual meetings. Annual meetings, the
16 purpose of them, is for the owners to govern themselves
17 and create policy, which brings me to my third point,
18 Your Honor.

19 This motion is not moot because the most
20 important portion of the meeting for the co-owners
21 is at the end, the new business, which we did not get --
22 we did not get to the other night. I was not present,
23 but I have seen video clips. And what happened was
24 one of the co-owners -- and we have several here who
25 are very concerned and are here in court today -- one

1 of the co-owners, who is upset about the impending
2 \$22,000,000 assessment, literally fell over and had
3 a heart attack and died for a moment.

4 Medical personnel had to come in.
5 The meeting was disrupted, and we never got to the end
6 of the meeting. No motion for adjournment was made;
7 no vote on adjournment was made. And what is yet
8 remaining is the new business, and that is the portion
9 of the meeting in which co-owners may propose their
10 own resolutions for policies, policies which opposing
11 counsel are saying are illegitimate because they weren't
12 noticed ten days before the meeting, and in any case,
13 co-owners don't have any power to make motions,
14 according to opposing counsel.

15 Your Honor, my fourth point here is that
16 opposing counsel has argued that my resolution requires
17 a change to the bylaws regarding quorum. That is
18 incorrect, and it's improper on two counts. Number
19 one, it has nothing to do with the board's duty to count
20 a vote on a motion which was properly presented to the
21 co-owners. The board must count that vote, regardless
22 of what it thinks the consequences are.

23 But, secondly, my resolution, if passed
24 and adopted by the co-owners, would in no way disturb
25 the requirement for quorum, and let me explain why.

1 You could still establish a quorum by people who are
2 present in the meeting ---

3 THE COURT: Let me stop you, and ask you
4 this question. If you never got to the new business,
5 and the meeting was continued, you're going to -- well,
6 you can go to the next meeting, it will get to the new
7 business, and you can bring it up then.

8 MR. ROYAL: Your Honor, if I may. What
9 I need to happen -- when I was not present at the
10 beginning of the meeting, directors were voted upon,
11 not just me, but there were other co-owners who were
12 not present, and opposing counsel keeps saying I can
13 repair all this if I just appear at the new meeting.

14 What I'm lacking is the participation
15 of other co-owners, even if I attend the meeting, which
16 I likely will be out of town for, and I drove 17 hours
17 from Texas to be here today, Your Honor. My work is in
18 Texas, and I was not able to attend the Monday meeting,
19 and I, likely, will not be able to attend the second
20 part of it.

21 But the important thing for me is not simply
22 that I can attend, but that I can benefit from the
23 participation of all co-owners who would not -- who
24 are not otherwise attending and would be able to attend
25 if this resolution was passed.

1 Your Honor, my fifth point is that opposing
2 counsel keeps arguing that I'm demanding that remote
3 participation be allowed; that is a complete
4 mischaracterization of my position, Your Honor. My
5 position is that the board must adhere to the governing
6 documents, and when members of the -- of the council
7 present policy for a vote, the board must count the
8 vote. It's not a matter of their judgment or
9 discretion. They must count the vote.

10 Now, Your Honor, the motion may pass or
11 fail; that's fine if it's the decision of the co-owners.
12 Then, if they reject the resolution, then no one will
13 ever participate in a future co-owner meeting, unless
14 policy is changed in the future remotely. That's fine.
15 But it is a total mischaracterization of my argument
16 that I'm demanding remote participation. I'm simply
17 demanding that the board adhere to the governing
18 documents and do their duty. Thank you.

19 THE COURT: All right. Anything further?

20 MR. WILSON: Just I would -- this is not
21 a directed action; this is Mr. Royal, in his individual
22 capacity, bring a lawsuit against the board to try and
23 stop a meeting, which has already occurred. Mr. Royal
24 is a licensed attorney in New York; he knows the laws
25 about representing people and -- in a representative

1 capacity. He can't do that today. This is about his
2 rights under the governing documents, and we think
3 we've briefed it well enough before Your Honor that
4 a reasonable interpretation of these governing documents
5 do not require what Mr. Royal is saying that they are,
6 and we rest on that.

7 MR. ROYAL: Your Honor, again, this is
8 a total mischaracterization of my position. I am not
9 seeking to represent the rights of other co-owners.
10 I am representing my own right to the benefit of the
11 participation of other co-owners in a co-owner meeting.
12 Opposing counsel would just simply ignore the fact that
13 I may benefit from the participation of other co-owners
14 who would not otherwise be appearing, and that's just
15 a mischaracterization that's been made over and over
16 and over, Your Honor.

17 THE COURT: All right.

18 MR. ROYAL: I would really encourage the
19 Court to take a close look at the two memoranda that
20 were submitted in support and opposition of this motion,
21 if the Court has time for that, Your Honor. Thank you.

22 THE COURT: I'll take a look at it. You'll
23 have my answer by the end of the day.

24 MR. WILSON: Thank you, Your Honor.

25 (End of Transcript of Record.)

CERTIFICATE OF REPORTER

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State of South Carolina)
County of Berkeley)

I, the undersigned, Yvestre Torres, Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, in the Circuit Court for Berkeley County, South Carolina, on the 28th of March, 2024.

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

August 11, 2025



Yvestre Torres
Circuit Court Reporter