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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CLARENDON COUNTY
CIRCUIT COURT

Kristi F. Curtis, Circuit Court Judge

Case No. 2017-CP-14-00127
Appellate Case No. 2024-001875

Palmetto Air Plantation Homeowners Association, Inc.....Respondent,

v.

Kim Bevier, ...Appellant.

AMENDED RECORD ON APPEAL – VOLUME II

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INDEX FOR RECORD ON APPEAL

I. ORDERS

Order Granting Respondent's Motion to Alter/Amend.....	1-3
Order Granting Respondent's Partial Summary Judgment.....	4-13
Order Denying Appellant's Motion to Reconsider.....	14-15
Order Affirming Circuit Court Order.....	16-20
Consent Order Withdrawing as Counsel.....	21-23
Order Regarding Final Hearing.....	24-31
Order Denying Appellant's Motion to Reconsider.....	32-35

II. PLEADINGS

Respondent's Summons and Complaint filed April 17, 2017.....	36-44
Respondent's Notice of Motion and Motion for Temporary Restraining Order.....	45-48
Appellant's Answer filed June 16, 2017	49-50
Respondent's Amended Summons and Complaint filed June 28, 2017.....	51-57
Appellant's Answer to Respondent's Amended Summons and Complaint filed July 7, 2017.....	58-60
Appellant's Answer to Respondent's Amended Summons and Complaint filed July 21, 2017.....	61-64
Appellant's Motion to Alter/Amend filed October 25, 2017.....	65-68
Appellant's Second Amended Answer to Respondent's Amended Summons and Complaint filed March 22, 2018.....	69-73
Respondent's Reply filed April 5, 2018.....	74-76
Respondent's Motion for Partial Summary Judgment filed June 14, 2018.....	77-79
Respondent's Brief in Support of Motion for Partial Summary Judgment filed July 19, 2018.....	80-87

Stipulation of Facts filed August 21, 2018.....	88-90
Appellant’s Memorandum in Opposition of Respondent’s Motion for Partial Summary Judgment filed August 25, 2018.....	91-195
Appellant’s Motion to Reconsider filed December 21, 2018.....	196-197
Respondent’s Lis Pendens filed March 20, 2019.....	198-99
Appellant’s Notice of Appeal to Court of Appeals filed March 26, 2019.....	200
Appellant’s Motion to Dissolve/Modify Temporary Restraining Order filed September 21, 2019.....	201-207
Respondent’s Reply to Motion to Dissolve/Modify Temporary Restraining Order filed October 18, 2019.....	208-211
Appellant’s Memorandum in Support filed October 29, 2019.....	212-244
Appellant’s Motion to Reconsider filed November 29, 2019.....	245
Appellant’s Motion for Pretrial Hearing filed April 10, 2023.....	246-247
Letter from W.C. Coffey, Jr. to Appellant dated May 23, 2003.....	248
Contract of Sale between Appellant and Respondent dated May 23, 2003.....	249-252
Letter to Appellant dated June 5, 2003.....	253
Preliminary Attorney’s Certificate dated September 25, 2003.....	254-255
Final Attorney’s Title Certificate dated October 2003, along with letter to Appellant.....	256-258
Notice of Pre-Trial Hearing filed January 8, 2024.....	259
Appellant’s Motion for Summary Judgment filed January 18, 2024.....	260-289
Appellant’s Motion to Reconsider filed July 23, 2024.....	290-295
Respondent’s Reply filed September 2, 2024.....	296-299
Appellant’s Notice of Appeal filed November 7, 2024.....	300-306
Deed from Mid-Eastern Truckwash, Inc. to Palmetto Air Plantation, LLC (Clarendon Deed Book 452, Pp. 144).....	307-310

Declarations of covenants, conditions, and restrictions for Palmetto Air Plantation filed by Mid-Eastern Truckwash, Inc. on July 11, 2001 (small print and large print)....	311-355
Edward G. Gibbons Mortgage filed February 2002.....	356-359
Certificate of Existence for Palmetto Air Plantation Homeowner’s Association, Inc...	360
By-Laws field by Joe Witt dated September 4, 2004.....	361-369

III. TRANSCRIPTS

Deposition Transcript of Appellant with Exhibits dated April 4, 2018.....	370-483
Transcript of Hearing with Exhibits dated April 3, 2024.....	484-663
Circuit Court Public Index.....	664-666
Court of Appeals Index.....	667-668

CERTIFICATE OF COUNSEL	669
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State of South Carolina	)	Court of Common Pleas
	)	Third Judicial Circuit
County of Clarendon	)	Case No. 2017-CP-14-00127
	)	
	)	
	)	
Palmetto Air Plantation	)	
Homeowners Associations, Inc.,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	Transcript of Record
	)	
	)	
Kim E. Bevier,	)	
	)	
Defendant.	)	
	)	

April 3, 2024
Manning, South Carolina

B E F O R E:

The Honorable Kristi F. Curtis, Judge

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

Steven Smith McKenzie, Esquire
Attorney for the Plaintiff

Krystal J. Smith
Official Circuit Court Reporter III

1	<u>I N D E X</u>	
2		
3	<u>WITNESS/DESCRIPTION</u>	<u>PAGE NUMBER</u>
4	Pretrial Motions and Matters.....	4
5	Joe Witt	
6	Direct by Mr. McKenzie.....	12
7	Cross by the Defendant.....	49
8	Redirect by Mr. McKenzie.....	78
9	Recross by the Defendant.....	81
10	Kim Bevier	
11	Direct by Mr. McKenzie.....	84
12	Byron Lee Benson	
13	Direct by Mr. McKenzie.....	92
14	Cross by the Defendant.....	100
15	Plaintiff Rests.....	103
16	Kim Bevier	
17	Direct by the Court and by Self.....	104
18	Cross by Mr. McKenzie.....	105
19	Redirect by the Court and by Self.....	108
20	Defendant Rests.....	108
21	Closing Arguments	
22	Mr. McKenzie.....	109
23	The Defendant.....	110
24	Under Advisement.....	111
25	Court Reporter Certification.....	115

1	<u>PLAINTIFF'S EXHIBITS</u>			
2				
3	<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID.</u>	<u>EV.</u>
4	1	Plat		14
5	2	Covenants		17
6	3	Board Minutes 9/4/2004		21
7	4	Bylaws		23
8	5	Letter 5/23/2016		26
9	6	Board Minutes 4/4/2017		28
10	7	Letter 3/21/2017		31
11	8	Board Minutes 9/2/2017		33
12	9	Email 9/15/2017		41
13	10	Attorney's Fees		48
14	11	Statement of Fees 2/2/2024		96
15				
16				
17				
18				
19				
20	<u>COURT REPORTER LEGEND</u>			
21	dashes --	intentional or purposeful interruption		
22		or change in thought		
23	ellipses . . .	trailing off		
24	[ph]	phonetically written		
25	[sic]	written as said		

1 APRIL 3, 2024

2 (WHEREUPON, the proceedings began at 9:50 a.m.)

3 THE COURT: Okay. Good morning. I understand we are
4 here today on Case Number 2017-CP-14-127, and I see that this
5 case has a bit of a history since it's been going on since
6 2017.

7 Our docket today says that we are here -- and, sir, how
8 do you pronounce your last name?

9 THE DEFENDANT: Bevier.

10 THE COURT: Mr. Bevier's motion for a pretrial hearing is
11 what we're on the docket for, but I'm -- I'm here to basically
12 hear whatever motions y'all want me to hear today.

13 THE DEFENDANT: I'm sorry?

14 MR. MCKENZIE: Your Honor, Judge Cothran -- we had, I
15 think, a roster meeting back in February, and he actually set
16 -- he informed both sides, myself and Mr. Bevier, that there
17 would be -- we needed to try the case. And he on -- from the
18 bench dismissed all the motions that Mr. Bevier had filed and
19 declared the case ready for trial.

20 The clerk, Ms. Roberts, did contact myself and -- but at
21 the time of the roster meeting in February, Judge Cothran
22 informed both parties it would be tried in April. And so Ms.
23 Roberts did contact me, and then I notified -- of today's
24 hearing, I notified Mr. Bevier by private processor that the
25 hearing was today.

1 So we're here to go forward with the trial of the case.
2 I think the motions -- the dispositive motions have been dealt
3 with by Judge Cothran.

4 THE COURT: Okay. So -- yes, sir, Mr. Bevier?

5 THE DEFENDANT: Excuse me, Your Honor. I was not
6 informed as to what this hearing was about by Mr. McKenzie
7 here, and I did not realize that my motions had been denied.
8 I don't remember the Court denying motions. So I -- in my
9 mind, I have two motions that are outstanding, one for since
10 May of last year to supplement my pleadings.

11 THE COURT: Okay. And I did not see that motion pending.

12 THE DEFENDANT: It was made May 3rd of last year, Your
13 Honor.

14 THE COURT: And so what was your understanding of what
15 Judge Cothran did at your last hearing?

16 THE DEFENDANT: My understanding was that nothing was
17 accomplished at all other than he wanted to see this thing go
18 to trial. And I asked -- I then asked him for a long time to
19 supplement my pleadings, so that at trial I can ask for
20 punitive damages for what I believe to be an abusive,
21 felonious assault on me for the past seven years.

22 THE COURT: Well, this is not a case where punitive
23 damages is a legally cognizable measure of damages, I don't
24 believe, under either party's claims against one another. So
25 let me just first -- from a procedural posture, I don't see an

1 order.

2 I'm looking now at this -- an order from February 18th.
3 I understand there was -- that Judge Cothran issued a motion
4 -- issued an order for partial summary judgment that went all
5 the way up to the Court of Appeals. The Court of Appeals
6 affirmed it. We've come back down.

7 So tell me what matters remain with what's previous --
8 what's already been filed.

9 THE DEFENDANT: I filed another motion on January 18th of
10 this year.

11 THE COURT: And let me stop you, Mr. Bevier, because I'm
12 looking at -- Judge Cothran did an order in February of 2019
13 where he denies your motion to alter or amend.

14 THE DEFENDANT: I never got a copy of that motion, Your
15 Honor, or of that ruling.

16 THE COURT: And I'm assuming that was the -- that was of
17 the motion for partial -- or the order declaring partial
18 summary judgment.

19 THE DEFENDANT: Your Honor?

20 THE COURT: Yes, sir.

21 THE DEFENDANT: The partial summary judgment was about
22 applicability of the covenants to my property.

23 THE COURT: Uh-huh.

24 THE DEFENDANT: And I agree with that summary judgment,
25 but I made a motion for summary judgment on January 18th of

1 this year. It was recorded citing the South Carolina
2 Homeowners Association Act.

3 THE COURT: Okay. I see -- so I see a motion for summary
4 judgment from February of this -- of last year, and I see you
5 filed a motion for joinder of additional parties.

6 THE DEFENDANT: Those are very old, Your Honor. There is
7 a 20 -- or a January 18th, 2024, motion for summary judgment
8 based on the Homeowners Association Act.

9 THE COURT: Okay. I do see that. That's the most recent
10 thing that's been filed.

11 THE DEFENDANT: Okay. I have received -- that's a state
12 statute, and I have received no word from the Court on that
13 one, nor have I received word from the Court on my motion to
14 supplement pleadings.

15 THE COURT: And when -- when did you file the motion to
16 supplement pleadings?

17 THE DEFENDANT: That was May 3rd of last year.

18 TH COURT: Okay. I see something that's called a motion
19 to join additional parties. Is that what you're talking
20 about?

21 THE DEFENDANT: No, ma'am. That was about a year
22 earlier, and I withdrew that motion.

23 THE COURT: Okay. So, Mr. McKenzie, tell me what did
24 Judge Cothran address? Because I don't see an order in the
25 filing system from that hearing.

1 MR. MCKENZIE: Your Honor, in the February hearing, Judge
2 Cothran addressed the issues -- all the outstanding motions
3 and denied Mr. Bevier's motions and determined at that point
4 in time that we were to go forward with the trial in April,
5 and so that was the crux of what happened in February.

6 The -- Mr. Bevier filed numerous motions in this case, as
7 you can see. The motions all deal with the applicability
8 basically of the -- of the covenants against him and his
9 property, which was decided by the Court of Appeals decision.
10 I have a copy of the remittitur back from the Court of
11 Appeals.

12 And so the motions basically are circular. They keep
13 coming back to that same issue of whether or not the -- the
14 covenants apply to him and his property, and that issue has
15 been decided. And our position is *res judicata*. I filed a
16 reply actually in the -- and you will see that reply. That's
17 what Judge Cochran ruled on in February, and I'm not sure why
18 there's not an order that says those have been dismissed, but
19 that's what we did in court.

20 THE COURT: And that was not a conference in his office?
21 That was in court as a result of that February non-jury
22 roster?

23 MR. MCKENZIE: That is correct, Your Honor.

24 THE COURT: The motions roster?

25 MR. MCKENZIE: And again -- and Ms. Roberts was there.

1 We all --

2 THE CLERK: Yes, sir.

3 MR. MCKENZIE: -- heard that. And so we're just -- at
4 this point in time, we're ready to go forward with the trial.

5 THE COURT: And you served some notification on Mr.
6 Bevier about today's hearing?

7 MR. MCKENZIE: I did, Your Honor.

8 THE COURT: And can you show me what that said?

9 MR. MCKENZIE: It just told him today was the final
10 hearing. I sent a notification, and I filed one on ECF, but I
11 don't see it. It's not loaded on my -- I'm pulling -- trying
12 to pull it up now.

13 Do you see it, Ms. Roberts?

14 THE COURT: Okay. I do see a notice of hearing from --
15 dated January 8th.

16 THE CLERK: I know -- I know we got it because she -- she
17 mentioned it to me on -- on yesterday. I know we got it.

18 THE COURT: But that was for the February 2nd term.

19 THE CLERK: But she --

20 THE COURT: The one that's on here was from the February
21 2nd motion hearing.

22 THE CLERK: Right. But she -- she mentioned to me that
23 she had the motion -- the notice for today's hearing as well.

24 THE COURT: Okay.

25 MR. MCKENZIE: And, Your Honor, back at that February

1 hearing, Judge Cothran -- we didn't know the exact date in
2 February we were going to have court, but Judge Cothran
3 advised both parties that it would be in Feb -- I mean, it
4 would be in April. And then, as I said, Ms. -- when Ms.
5 Roberts notified me, I had Mr. Bevier personally served with a
6 notice of the final hearing.

7 THE COURT: Okay. So what I'm going to do is I'm going
8 to go ahead and hear the case today, Mr. Bevier, and then at
9 the close of Mr. McKenzie's case, you can make any motions
10 that you want to make, including a motion for summary
11 judgment. And so that's how we're going to proceed today.

12 THE DEFENDANT: Ma'am?

13 THE COURT: Yes, sir?

14 THE DEFENDANT: The plaintiff stated that my motions are
15 becoming circular, denying the original ruling. My motions
16 have been that the claimant is not the legal homeowners'
17 association. That's what they've been based on, not the --
18 not the denial that the covenants have authority, which I
19 believe they do.

20 THE COURT: And again, I'm going to let you make that
21 argument. I'm going to hear from the plaintiffs first, and
22 then at the close of their case, I'll let you argue any
23 motions you want to argue.

24 THE DEFENDANT: I -- also, I understood I would have time
25 to make some interrogatories before the trial.

1 THE COURT: Well, the case has been pending since 2017,
2 sir. So the time to have engaged in discovery has long since
3 passed.

4 THE DEFENDANT: Very well.

5 THE COURT: Okay. Mr. McKenzie, if I can first ask you
6 to clarify for me what issues you think are still before the
7 Court, because I understand there was previously an issue
8 regarding a dog running at large and then the issue of the
9 short-term rentals and whether you think Judge Cothran's
10 previous order deals with either of those things.

11 MR. MCKENZIE: And, Your Honor, I'd say the issues that
12 are still pending are pursuant to our amended complaint, and
13 it was filed on June 28th, 2017.

14 And the issues are that the -- whether or not Mr. Bevier
15 is in violation of the restrictive covenants on Palmetto --
16 with Palmetto Air Plantation, which is a subdivision that is
17 located in Clarendon County on Highway 301 between Summerton
18 and Manning, and the restrictive covenants in regards to
19 whether or not he has complied with provisions on landscaping,
20 provisions on allowing dogs to run unattended, provisions on
21 completing or exceeding the square footage allotment for the
22 building that he has done. Also allowing commercial business.
23 He had allowed an Airbnb to be run out of his -- out of his
24 home.

25 So those are the issues that are pending. And the -- the

JOE WITT - DIRECT BY MR. MCKENZIE

1 question or the issue before the Court today will be the
2 damages that -- that Palmetto Air has incurred as a result of
3 Mr. Bevier's violation of the covenants.

4 THE COURT: Okay. You can call your first witness.

5 MR. MCKENZIE: Thank you, Your Honor. Your Honor, we'd
6 call Joe Witt to the stand.

7 THE CLERK: Raise your right hand. Place your left hand
8 on the Bible. State your name and spell your name for the
9 court reporter.

10 THE WITNESS: Joseph Witt.

11 THE CLERK: Would you mind spelling it?

12 THE WITNESS: W-i-t-t.

13 THE CLERK: Do you solemnly swear the testimony you're
14 about to give will be the truth and nothing but the truth, so
15 help you God?

16 THE WITNESS: Yes, ma'am.

17 THE CLERK: Watch your step going up. Thank you. Watch
18 your step.

19 JOE WITT, being first duly
20 sworn, testified as follows:

21 DIRECT EXAMINATION

22 BY MR. MCKENZIE:

23 Q: State your full name for the record?

24 A: Joe Witt.

25 Q: And, Mr. Witt, can you tell us what you do for a living?

JOE WITT - DIRECT BY MR. MCKENZIE

1 A: I run several businesses of my own. Self-employed.
2 Q: And where do you currently reside?
3 A: I live in Palmetto Air Plantation at 1007 Bojo Circle.
4 Q: And where is -- what is your address, home address?
5 A: 1007 Bojo Circle.
6 Q: And do you know the defendant in this action?
7 A: Yes, I do.
8 Q: How long have you known him?
9 A: Since approximately 2002.
10 Q: Okay. And tell us a little bit about Palmetto Air
11 Plantation.
12 A: So I'm an aviator, an aviation enthusiast. I'm an
13 entrepreneur to the core, I suppose, and so in 1996, I began
14 the search for property to develop an air park and then
15 subsequently came to develop Palmetto Air Plantation here in
16 Manning.
17 Q: I'm going to hand you a copy of what's been filed in the
18 courthouse, a plat. It references 45 lots. Do you recognize
19 that plat?
20 A: Yes, sir.
21 Q: And can you tell the Court what that plat references?
22 A: Well, this references the -- the lots, the airstrip, the
23 common property. It's a complete survey done by Mr. Val
24 Elliott for me for -- for beginning Palmetto Air Plantation.
25 Q: So the document you're holding is a -- is a plat of the

1 entire Palmetto Air Plantation?

2 A: Yes, it is.

3 Q: And it was surveyed and, as a result of that survey, that
4 survey was filed in the courthouse?

5 A: It was.

6 Q: Okay.

7 MR. MCKENZIE: Your Honor, we'd move this document in as
8 Plaintiff's Number 1.

9 THE COURT: Any objection, Mr. Bevier?

10 THE DEFENDANT: No objection, Your Honor.

11 THE COURT: Plaintiff's 1 is admitted.

12 (WHEREUPON, Plaintiff's Exhibit Number 1, plat of
13 Palmetto Air Plantation, was admitted into evidence.)

14 BY MR. MCKENZIE:

15 Q: Mr. Witt, I'm going to ask you to hold onto your copy.

16 A: Yes, sir.

17 Q: All right. Can you tell us what lots Mr. Bevier owns in
18 Palmetto Air Plantation?

19 A: Mr. Bevier purchased Lot 33 and Lot 34 from me.

20 Q: And if I'm looking at the plat you're looking at, holding
21 it like this, tell us about what approximate location that is
22 on the plat?

23 A: Lower center of the sheet on the left-hand side.

24 Q: Okay. And you own property in this -- in Palmetto Air
25 Plantation as well, don't you?

1 A: I do.

2 Q: And what lots do you own?

3 A: I still own 15 different lots, Steve.

4 Q: Okay. But you also have a home in Palmetto Air
5 Plantation?

6 A: My -- my home is there. Yes, sir.

7 Q: Okay. Now -- and let me hand you a copy of these
8 documents. Tell me if you recognize them? Have you got a
9 copy?

10 A: Yeah.

11 Q: This is a document you already have?

12 A: Yes, sir.

13 Q: Do you recognize the document that I have handed to you?

14 A: Yes. This is the filing of the covenants and
15 restrictions for the property that I filed prior to selling
16 any of the property.

17 Q: All right. So when you developed Palmetto Air
18 Plantation, you wanted it to be a property that had
19 restrictions and -- and people with like-minded interests to
20 be involved in owning property there?

21 A: Absolutely. If I can just read off of this sheet, Steve,
22 I think it'll --

23 Q: If you would, please?

24 A: Yeah. So beginning in the third paragraph of it, the
25 declarant desires to ensure the values and amenities in the

1 development to prevent future impairment thereof, to provide
2 for the maintenance of the common areas, subjecting the real
3 property contained in the subdivision together with any
4 additions to the said property to the covenants, restrictions,
5 easements, charges, liens hereinafter set forth, each which
6 are for the benefit of the property of each of the owners.

7 Additionally, the declarant desires for the efficient
8 preservation of the values and amenities of the development to
9 create an owners' association that will be delegated to powers
10 of maintaining, administering the development properties,
11 facilities, enforcing covenants and restrictions, collecting
12 and disbursing assessments charges hereinafter created by
13 incorporating a non-profit corporation under the laws of the
14 State of South Carolina entitled Palmetto Air Plantation
15 Property Owners Association.

16 Q: All right. So is there a -- is there now a homeowners'
17 association?

18 A: Yes, there is.

19 Q: And what is the name of that homeowners' association?

20 A: I think it's truly registered as Palmetto Air Plantation
21 Homeowners Association.

22 Q: And that is -- is that organization the plaintiff in this
23 lawsuit?

24 A: Yes.

25 Q: The lawsuit against Mr. Bevier?

1 A: Yes, sir.

2 Q: Okay. And what did -- what do you do in the homeowners'
3 association? Do you have a role there?

4 A: I'm the president of the association.

5 Q: Okay. And so you're currently president?

6 A: Yes.

7 Q: Okay.

8 MR. MCKENZIE: Your Honor, we'd move the covenants,
9 declaration of covenants, conditions, and restrictions to
10 Palmetto Air Plantation into evidence as Number 2, Plaintiff's
11 Number 2.

12 THE COURT: Any objection, Mr. Bevier?

13 THE DEFENDANT: No, Your Honor.

14 THE COURT: Number 2 is admitted.

15 (WHEREUPON, Plaintiff's Exhibit Number 2, covenants and
16 restrictions, was admitted into evidence.)

17 BY MS. MCKENZIE:

18 Q: Mr. Witt, for ease of reading, that is a larger version
19 print, but this is the actual one that was filed in the
20 courthouse. It's a smaller print version, but that's the --
21 the one that we just put into evidence is the -- is a copy of
22 the original that was filed in the court?

23 A: Yes, sir, it is.

24 Q: Is that correct?

25 A: Yes, sir. This is dated July of 2001.

1 Q: Okay.

2 MR. MCKENZIE: And, Your Honor, I can put the original
3 filed in the courthouse in evidence, but I think there's no
4 objection to this. This is just -- the one that you have is a
5 larger print version. So this one's very small.

6 THE COURT: And what is the date of filing on that?

7 BY MR. MCKENZIE:

8 Q: I'm going to ask you, Joe, if you'll look at that. What
9 date was it filed?

10 A: July the 11th, 2001.

11 THE COURT: Thank you.

12 THE WITNESS: Yes, ma'am.

13 BY MR. MCKENZIE:

14 Q: Now, there have been various board members over the
15 years; is that correct?

16 A: Yes.

17 Q: Okay. And has Mr. Bevier ever been a member of the
18 board?

19 A: Yes.

20 Q: Is he currently a member of the board?

21 A: No, sir.

22 Q: Now, the covenants that we submitted, do they apply to
23 everybody's property within the 45 tracts of land that are in
24 Palmetto Air Plantation?

25 A: Yes, they do.

1 Q: Okay. And actually, the Court of Appeals has filed a
2 remittitur stating that -- or we -- actually, this case was
3 taken to the Court of Appeals, and in that statement or in
4 that remittitur they filed back with -- after the appeal was
5 heard, what is your understanding of that order?

6 A: My understanding is very clear that they affirmed that
7 all of the properties there are subject to the covenants and
8 restrictions as filed.

9 Q: And is that a copy of the remittitur?

10 A: Yes, it is.

11 MR. MCKENZIE: Your Honor, if we can ask you take
12 judicial notice of that? It's in the -- it's in the e-file.
13 Or I can introduce it into evidence. It's a remittitur from
14 the Court of Appeals dated October the 11th, 2022.

15 THE COURT: Yeah. I don't think you have to admit that
16 into evidence. It is --

17 MR. MCKENZIE: Thank you.

18 THE COURT: It is what it is.

19 MR. MCKENZIE: All right.

20 BY MR. MCKENZIE:

21 Q: We were talking about Mr. Bevier, the defendant, actually
22 being a member of the Board of Directors of the Palmetto Air
23 Plantation Homeowners Association?

24 A: Yes.

25 Q: I'm going to hand you a document from September 4th,

1 2004. Do you recognize that document?

2 A: Yes, sir. It's the -- it's the minutes of the -- of that
3 meeting of that day.

4 Q: All right. So this is the minutes of meetings from
5 September 4th, 2004. Can you tell us who was present that
6 day?

7 A: Myself, Kim, and his then wife, Susan Bevier, Mike and
8 his wife, Juvy Huizenga, Bobby Jonte, Sam Pierson, our
9 attorney, Billy Coffey, and our secretary, Kathi Tisdale.

10 Q: Okay. And what is this? What was this meeting about,
11 Joe?

12 A: This meeting was to have Mr. Coffey there with us to form
13 the homeowners' association for the property.

14 Q: And who were elected as board members at that meeting?
15 Look at the top of the second page.

16 A: Yes, sir. Bobby Jonte, Kim -- Kim Bevier, Mike Huizena.

17 THE DEFENDANT: Objection, Your Honor. There was no
18 election conducted at all. We were appointed.

19 THE COURT: Okay. And so if -- I'm going to give you a
20 chance to ask him questions at the end, and I'm going to give
21 you a chance to testify. What you're doing now is not an
22 objection. You're making -- you're giving testimony and, of
23 course, you're not --

24 THE DEFENDANT: I'm sorry, Your Honor.

25 THE COURT: Oh, no. That's fine. Once you are sworn and

1 you're on the witness stand, then you can give your own
2 testimony.

3 THE DEFENDANT: Thank you.

4 THE COURT: Thank you.

5 BY MR. MCKENZIE:

6 A: These were the initial members, Steve.

7 Q: So this was the initial minutes to set up the homeowners'
8 association?

9 A: Yes.

10 Q: And at that meeting, the defendant was actually
11 appointed? I think I said elected. Maybe appointed as a
12 board member?

13 A: That's correct.

14 Q: And he accepted that appointment?

15 A: Yes, he did.

16 Q: And this is the very board that he now says has no
17 authority over him?

18 A: I suppose so, yes.

19 Q: Okay.

20 MR. MCKENZIE: Your Honor, we'd move this in as
21 Plaintiff's Number 3.

22 THE COURT: Any objection, Mr. Bevier?

23 THE DEFENDANT: No, ma'am.

24 THE COURT: 3 is admitted.

25 (WHEREUPON, Plaintiff's Exhibit Number 3, Board minutes

JOE WITT - DIRECT BY MR. MCKENZIE

1 dated 9/4/2004, was admitted into evidence.)
2 BY MR. MCKENZIE:
3 A: Steve, this is also where our bylaws were instituted for
4 the association.
5 Q: And I'm going to get to that in just a second, Joe.
6 A: Yes, sir.
7 Q: We're going to put the bylaws in a minute too also.
8 THE WITNESS: Coffee or water?
9 MR. MCKENZIE: That will be my next document.
10 THE COURT: Do you need water?
11 THE WITNESS: This is water. I can do that.
12 THE COURT: Just make sure there's -- this is new?
13 THE CLERK: Yeah.
14 THE COURT: Okay. It feels like there's ice in it. So I
15 just wanted to make sure this hadn't been sitting here for --
16 since the last time we had court.
17 THE WITNESS: Thank you so much.
18 BY MR. MCKENZIE:
19 Q: The next document I'm going to hand you, Mr. Witt, is a
20 -- tell us -- identify that document for me?
21 A: This is a copy of the bylaws for the homeowners'
22 association prepared by Mr. Coffey.
23 Q: Okay. And those bylaws are filed in the Register of
24 Deeds Office in Clarendon County?
25 A: Yes, they are.

JOE WITT - DIRECT BY MR. MCKENZIE

1 Q: Okay. And the bylaws basically dictate how the
2 homeowners' association is run?

3 A: Yes.

4 Q: Okay.

5 MR. MCKENZIE: Your Honor, we'd ask to move this in as
6 Plaintiff's Number 4. It's the bylaws of Palmetto Air
7 Plantation Homeowners Association, Inc.

8 THE COURT: Mr. Bevier?

9 THE DEFENDANT: No objection, Your Honor.

10 THE COURT: It is admitted.

11 (WHEREUPON, Plaintiff's Exhibit Number 4, bylaws, was
12 admitted into evidence.)

13 BY MR. MCKENZIE:

14 Q: Mr. Witt, at some point, you and Mr. Bevier had some
15 discussions about issues that -- that were -- that you felt
16 like or the board felt like that he was violating the
17 covenants?

18 A: We did.

19 Q: All right. So do you recall when that initiated?

20 A: The -- Steve, the first ones were probably around 2012,
21 2013. We had many verbal discussions. Many times, we met on
22 the property. We had texts. We had emails. And then I
23 finally wrote him the formal letter sometime in 2015, I
24 believe.

25 Q: I'm going to hand you a copy of that document, and that

1 is dated May 23rd, 2016. Do you remember that letter?

2 A: Yes, sir, I do.

3 Q: Okay. And can you read that letter? I know it's not too
4 long, but can you read that into the record for us?

5 A: Certainly. So 5/23 of '16, addressed to Mr. Bevier,
6 email and postal mail.

7 Dear Mr. Bevier, I'm writing you on behalf of Palmetto
8 Air Plantation Homeowners Association. The subject matter of
9 this correspondence is reference to my personal visit with you
10 in your yard just over one month ago on April 20th, 2016.

11 It's my extreme desire, and also in the best interest of
12 all of the lot owners, that we conduct ourselves in such a way
13 that promotes peaceful living within our community. I was in
14 hopes that you would have voluntarily reacted to our
15 conversation about pet ownership and control thereof. The
16 changes, as we discussed, to adhere to the rules of
17 association would have negated the necessity of this
18 formality.

19 I've enclosed attached for your convenience copies of the
20 various excerpts from the reported documents that deal with
21 this explicitly. I have from the homeowners' association
22 bylaws, page 3, and direct your attention to paragraph 6 of
23 that page. I have the covenants, conditions, and
24 restrictions, page 11. I direct your attention to paragraph
25 5.10 for pets. I have the covenants, conditions, and

1 restrictions, page 20, and I direct your attention to the
2 complete Article 12 enforcement.

3 I would like an immediate reply acknowledging receipt of
4 this notification and will also expect compliance in
5 accordance with the documents provided. Regards, Joseph M.
6 Witt, president.

7 Q: All right. So what were the major complaints in 20 -- I
8 think -- '15 when this letter was -- 2016 when this letter was
9 written?

10 A: The major complaints at that time was he had not
11 completed any of his planned landscape plan, he had not
12 completed his hangar construction, and he had taken ownership
13 of a large dog to go with two that he already had and failed
14 to have a fence to restrain the animals.

15 MR. MCKENZIE: Your Honor, we'd ask to move the letter
16 dated May 23rd, 2016, as Plaintiff's Number 5.

17 THE COURT: Mr. Bevier?

18 THE DEFENDANT: I object, Your Honor. I do not remember
19 receiving this letter.

20 THE COURT: Okay.

21 THE DEFENDANT: They said they sent that certified mail.
22 They should have a receipt for that.

23 THE COURT: Well, I'm going to allow the evidence in.
24 You can cross-examine him about that, and certainly you can
25 testify as to whether or not you received it, but I think that

JOE WITT - DIRECT BY MR. MCKENZIE

1 would go to the weight of the evidence and not its
2 admissibility.

3 THE DEFENDANT: Okay. Thank you.

4 THE COURT: Number 5 is admitted.

5 (WHEREUPON, Plaintiff's Exhibit Number 5, letter dated
6 5/23/2016, was admitted into evidence.)

7 BY MR. MCKENZIE:

8 A: So, Steve, at -- okay.

9 Q: Mr. Witt, on the second page of that document I handed
10 you is a -- is a homeowners' special called board meeting on
11 April 4th, 2017?

12 A: Yes.

13 Q: And do you recognize that?

14 A: Yes, I do.

15 Q: And tell us about that board meeting. Were you present?

16 A: Yes.

17 Q: Okay. And is this the meeting -- the minutes from the
18 meeting?

19 A: The first -- the second page is actually, I believe, the
20 agenda.

21 Q: Okay. And so --

22 A: The minutes follow.

23 Q: So the first page is actually the minutes, and then the
24 second page is the agenda?

25 A: The -- the second page in that you handed me that's in my

1 copy is the agenda for the meeting.

2 Q: Right.

3 A: Page 3 starts the minutes of the meeting.

4 Q: Okay. The first page you have of the document I handed

5 you is the letter?

6 A: Yes.

7 Q: Okay. So this -- this is the document I asked for

8 starting on the second page?

9 A: Yes.

10 Q: Do you recognize that document?

11 A: I do, yes.

12 Q: And what is that document?

13 A: That's the agenda for the meeting we had.

14 Q: And tell us about the -- why did you have -- why did

15 Palmetto Homeowners Association Board have a special-called

16 meeting on April 4th, 2017?

17 A: This was a meeting that I called to have the board affirm

18 that we would continue with legal action against Mr. Bevier

19 for these infractions of the covenants.

20 Q: And as a result of that meeting and this board meeting,

21 did you at that point in time hire an attorney to represent

22 the board?

23 A: We did. Yes, sir. Yourself.

24 Q: Okay.

25 MR. MCKENZIE: Your Honor, we'd move this in as

JOE WITT - DIRECT BY MR. MCKENZIE

1 Plaintiff's Number 6. This is the minutes from the meeting of
2 April 4th, 2017, that gave the board the authority to initiate
3 legal proceedings against Mr. Bevier.

4 THE COURT: Mr. Bevier, any objection, sir?

5 THE DEFENDANT: I was at this meeting. I was relieved of
6 my duty as a board member of the board, and I remember meeting
7 plaintiff's attorney at that meeting, and I don't recall that
8 this ever came up at the meeting.

9 THE COURT: Okay. If that's your objection, then that's
10 overruled. I do find that it's admissible. You can ask him
11 questions about it on cross-examine, and you can offer your
12 own testimony -- testimony about it when you take the stand.

13 THE DEFENDANT: All right.

14 (WHEREUPON, Plaintiff's Exhibit Number 6, Board minutes
15 dated 4/4/207, was admitted into evidence.)

16 BY MR. MCKENZIE:

17 Q: Mr. Witt, I'm going to hand you a copy of the March 21st,
18 2017, letter that I wrote to Mr. Bevier. Do you recall seeing
19 that letter?

20 A: Yes, I do.

21 Q: And can you tell us what this letter is in regards to?

22 A: This letter is you writing him to let him know --

23 Q: When you say him, you're talking about --

24 A: To Mr. Bevier.

25 Q: Okay.

JOE WITT - DIRECT BY MR. MCKENZIE

1 A: Letting him know that you've been hired by the board, and
2 this is you asking him to give him an opportunity to come into
3 compliance with the covenants and restrictions.

4 Q: All right. The letter contains three pages. I'm not
5 going to ask you to -- to -- to read it, but it starts off
6 with the second paragraph saying "First." Can you tell us the
7 gist of that paragraph? That's about the Airbnb.

8 A: This was the fact that he was renting part of his house
9 out to Airbnb.

10 Q: And is that -- is that prohibited from the covenants?

11 A: It is prohibited.

12 Q: We'll go through the specific statutes section in a
13 minute.

14 A: Yes.

15 Q: Number 2 is about what?

16 A: The second is about his large dog with --

17 Q: He actually owns a bull mastiff, I believe?

18 A: One of his animals, yes, is the bull mastiff.

19 Q: And what was the complaint about the bull mastiff?

20 A: Well, there's no approved fencing to restrain the bull
21 mastiff, and it's -- it's barking. It's -- it's obtrusive.
22 It's --

23 Q: Is there a prohibition in the covenants that prohibits
24 the dogs from running loose without being on a leash?

25 A: Yes.

1 Q: And also to be in proper fencing?

2 A: Yes.

3 Q: Okay. And that's what you were complaining about in the

4 letter?

5 A: Yes.

6 Q: Okay. The third paragraph on page 2, can you tell us

7 what that -- that discusses?

8 A: His failure to complete his landscaping plan.

9 Q: All right. So he was issued a building permit, and we'll

10 talk about that in a minute, but he was issued a building

11 permit and the -- and Section 4.12 of the covenants requires

12 him to do what?

13 A: Within a year of the building permit, he has to have his

14 landscaping plan completed.

15 Q: All right. Does he have the landscaping? Did he have

16 the landscaping plan completed within a year?

17 A: No, sir.

18 Q: Okay. And tell us is the landscaping plan even completed

19 as of today?

20 A: None of it's done, sir.

21 Q: Okay. So he submitted a landscaping plan to the Board?

22 A: He did.

23 Q: And that plan -- he has never fulfilled that plan?

24 A: That's correct.

25 Q: Okay. Finally, the last paragraph, paragraph 4, deals

1 with what?

2 A: With his communication to the members. Is that the
3 paragraph you're --

4 Q: So his communication then would go through us or through
5 me; is that correct?

6 A: Through our attorney, yes, sir.

7 Q: Okay.

8 MR. MCKENZIE: Your Honor, we'd move this in as
9 Plaintiff's Number -- this is a letter to Mr. Bevier dated
10 March 21st, 2017. It's Number 8.

11 THE COURT: I'm thinking 7.

12 MR. MCKENZIE: 7? 7. Sorry, Your Honor. Number 7.

13 THE COURT: Mr. Bevier, any objection to that letter?

14 THE DEFENDANT: No, ma'am.

15 THE COURT: Number 7 is admitted.

16 (WHEREUPON, Plaintiff's Exhibit Number 7, letter dated
17 3/21/2017, was admitted into evidence.)

18 BY MR. MCKENZIE:

19 Q: After that letter was written to the defendant, was there
20 a board meeting called?

21 A: Yes.

22 Q: And at that board meeting --

23 MR. MCKENZIE: Court's indulgence, Your Honor.

24 BY MR. MCKENZIE:

25 Q: That was dated September 2nd, 2017?

1 A: Yes.

2 Q: So this would have been after your letter of 2016, the
3 letter from my law firm of March of 2017, two letters
4 requesting Mr. Bevier to come in compliance with the
5 covenants; is that correct?

6 A: Yes.

7 Q: And I'm going to hand you a copy of November 2nd, 2017,
8 specially-called meeting of the board. Do you recognize those
9 minutes?

10 A: Yes.

11 Q: And why was this meeting of the board called, Mr. Witt?

12 A: This was to go through with the board and decide what the
13 damages for the infractions of the covenants would be against
14 our defendant, Mr. Bevier.

15 Q: So this meeting was a very comprehensive meeting; is that
16 correct?

17 A: It was a very comprehensive meeting with very much
18 preparation that lasted six-plus hours.

19 Q: Okay. And this assessed the board's -- gave the board
20 the authority to assess fines against Mr. Bevier for his
21 violations of the covenants, and -- and you did -- and the
22 board sanctioned him in accordance with the covenants; is that
23 correct?

24 A: We did. Yes, sir.

25 Q: What is your understanding of how much money the board

JOE WITT - DIRECT BY MR. MCKENZIE

1 could assess Mr. Bevier until he came in compliance with the
2 covenants?

3 A: In the covenants and restrictions itself, Steve, it
4 references that the minimum fine for infractions would be no
5 less than \$100 per day.

6 Q: Okay. And how many -- and that's per lot?

7 A: That is per owned lot and per assessment --

8 Q: And --

9 A: -- per violation.

10 Q: Did the board assess Mr. Bevier for certain violations?

11 A: We did.

12 Q: Okay. And we'll talk about that in a minute in a letter
13 that was written to Mr. Bevier's attorney, but this document
14 is the minutes of the meeting where the board found Mr. Bevier
15 in -- not in compliance with the covenants, and you assessed
16 -- the board did assess violations against him for that; is
17 that correct?

18 A: That is.

19 Q: All right.

20 MR. MCKENZIE: So, Your Honor, we'd move this document is
21 September 2nd, 2017, Board meeting 2017, into evidence as
22 Number -- Plaintiff's Number 8.

23 THE COURT: Mr. Bevier?

24 THE DEFENDANT: No objection, Your Honor.

25 THE COURT: Number 8 is admitted.

JOE WITT - DIRECT BY MR. MCKENZIE

1 (WHEREUPON, Plaintiff's Exhibit Number 8, 9/2/2017 board
2 minutes, was admitted into evidence.)

3 BY MR. MCKENZIE:

4 Q: I'm next going to hand you a document that was an email
5 between my office and Mr. Player. Do you know who Tommy
6 Player is?

7 A: Yes, sir, I do.

8 Q: Is that the attorney that Mr. Bevier hired to represent
9 him in this litigation?

10 A: It is.

11 Q: And he -- Mr. Player filed the answers on behalf of Mr.
12 Bevier?

13 A: He did.

14 Q: Okay. Do you recognize that email?

15 A: I do.

16 Q: Okay. And this email is dated what date?

17 A: September 15th, 2017.

18 Q: Can you start with the third paragraph that starts out
19 "prior to your involvement?" Can you read that into the
20 record?

21 A: Yes, sir. Prior to your involvement, I wrote Mr. Bevier
22 a detailed letter dated March 21, 2017. It's attached to this
23 email as well. In that letter, I outlined these provisions of
24 the restrictive covenants that Mr. Bevier had been violating.

25 Q: Okay. Now we'll go ahead and read the next paragraph.

1 Pursuant to?

2 A: Pursuant to Article X of the restrictive covenants,
3 Section 10.1(c), the homeowners' association may impose a
4 default assessment against the lots of a member because of
5 violations of the restrictive covenants. The assessment
6 becomes a lien against the lots, and remedies of the HOA are
7 contained in Section 10.4 of Article X of the restrictive
8 covenants. A special-called meeting of the HOA was held on
9 September the 2nd, 2017.

10 Q: All right. So that references the document we previously
11 put in at Number -- Number 7 -- I'm sorry -- Number -- Number
12 8, which is the minutes from the September 2nd meeting; is
13 that correct?

14 A: Yes.

15 Q: Okay. Keep going.

16 A: At that meeting and present for voting were the following
17 HOA board members: Joe Witt, Steve Williams, Bob Zambeli, Phil
18 Raker, and Janet Winemiller. You will note that Mr. Zambeli
19 and Mrs. Winemiller's husband wrote affidavits to your client
20 after a restraining order hearing. Based upon your client's
21 submissions in his amended answer and his affidavit, the HOA
22 board has levied the following default assessments against Mr.
23 Bevier.

24 Q: All right. We talked about the answer that Mr. Bevier
25 filed and also an affidavit, which are in the court file, but

JOE WITT - DIRECT BY MR. MCKENZIE

1 Mr. Bevier filed an answer, and in that answer he admitted he
2 was -- he rented his home as an Airbnb?

3 A: Yes.

4 Q: Do you remember that?

5 A: Yes.

6 Q: He also admitted that in his affidavit?

7 A: He did.

8 Q: What was his defense to these infractions of the HOA, the
9 homeowners' association?

10 A: That his property was not subject to the covenants and
11 restrictions and bylaws of the HOA.

12 Q: Okay. So his answer and his affidavit basically were
13 that the covenants do not apply to him and his property?

14 A: It was.

15 Q: And that issue has been litigated with the Court of
16 Appeals and is -- and -- and was not appealed to the Supreme
17 Court, and so --

18 THE DEFENDANT: Objection, Your Honor. Leading the
19 witness.

20 THE COURT: That's sustained.

21 MR. MCKENZIE: Thank you, Your Honor.

22 BY MR. MCKENZIE:

23 Q: What is your understanding of the restrictive covenants'
24 applicability to Palmetto Air Plantation?

25 A: They apply to every lot owner in there.

1 Q: Including Mr. Bevier?

2 A: Including Mr. Bevier.

3 Q: And so let's start back with the infractions that we
4 noted to Mr. Player and the fines that we assessed -- that
5 were assessed to him, Mr. Bevier, for these infractions. Can
6 we start with Number 1?

7 A: Landscaping infraction from 3/30 of 2011 through 9/1 of
8 '17, 2,348 days at \$150 per day for both lots, 350 --

9 Q: What's the total of that?

10 A: \$352,200 through September of 2017.

11 Q: Now, has Mr. Bevier remedied the landscaping issue as of
12 today?

13 A: He has not.

14 Q: But the board assessed him from March 30th, 2011, through
15 9/1/2017; is that correct?

16 A: It is.

17 Q: And that was pursuant to what the board found was his
18 infraction, \$150 a day?

19 A: It is.

20 Q: And the minimum you can fine him would be \$100 a day?

21 A: It is.

22 Q: And he had two lots?

23 A: He had two lots, and he was assessed at 1.5 times.

24 Q: Okay. So the board didn't actually assess the max it
25 could have assessed?

JOE WITT - DIRECT BY MR. MCKENZIE

1 A: It did not.

2 Q: Okay. The next infraction --

3 THE DEFENDANT: Objection, Your Honor. Leading the
4 witness again.

5 THE COURT: That's sustained.

6 MR. MCKENZIE: Okay.

7 BY MR. MCKENZIE:

8 Q: What's the next infraction that the board found?

9 A: Failure to build structures to the approved plan.

10 Q: All right. Tell us about that, Mr. Witt.

11 A: So Mr. Bevier had for his second request for a variance
12 was a variance for his hangar construction to exceed the
13 maximum square footage, and so he presented a plan that was
14 subsequently approved, but then he built something not of the
15 plan that was approved. It was an additional square footage
16 more than what was approved for the variance.

17 Q: All right. So he was in violation of the approved plan
18 by the board?

19 A: Yes.

20 Q: And you -- and the board assessed him a fine for being in
21 violation of that?

22 A: We did.

23 Q: Okay. All right. What is the next violation that the
24 board found?

25 A: Renting of premises in violation of restrictive

1 covenants.

2 Q: And again, we go back to Mr. Bevier's answer. He
3 admitted this in his answer that he did rent it out to Airbnb?

4 A: He did.

5 Q: Okay. And is that the renting or the actual having of a
6 commercial business on the premises a violation of the
7 covenants?

8 A: It is.

9 Q: Okay. And so what did the board assess Mr. Bevier for,
10 from what date to what date, and how much was the fines?

11 A: From July 1 of '15 through August 22 of '17, 784 days,
12 \$200 per day, \$156,800.

13 Q: Okay. And what was the total amount?

14 A: \$156,800.

15 Q: And again, that was 784 days he had been renting the
16 building -- the premises out?

17 A: That we knew of, yes, sir.

18 Q: Okay. All right. The next violation was the pet
19 restraint, Number 4. Can you read that for us?

20 A: July the 1st, 2015, through September the 1st, 2017, 823
21 days at \$100 per day, \$82,300.

22 Q: What did the board find on the pet restraint? Did --
23 what did they -- why did they find a violation of that?

24 A: Well, he never built an approved fence restraining his
25 animals. He's never built any fence.

- 1 Q: And so his animals were roaming free?
- 2 A: At times they were, yes.
- 3 Q: And that was a violation of the covenants?
- 4 A: It is.
- 5 Q: All right. Number 5, you actually discuss the approval
- 6 of the fence?
- 7 A: There is no approval of a fence.
- 8 Q: All right. So he never requested that a fence be
- 9 approved?
- 10 A: He did not.
- 11 Q: Okay. And you have that violation from May 15th, 2016,
- 12 to September 1st, 2017?
- 13 A: Yes.
- 14 Q: All right. But that fence still is not in place; is that
- 15 correct?
- 16 A: Correct.
- 17 Q: And his animals are still roaming free?
- 18 A: Still has the animals in the yard, no approved fence.
- 19 Q: And what was the assessment from the board on that
- 20 amount?
- 21 A: At that time, May the 15th, 2016, through September the
- 22 1st, 2017, 475 days at \$100, \$47,500.
- 23 Q: The next item that was actually Number 6 was an above-
- 24 ground pool. Can you tell us about that?
- 25 A: The covenants and restrictions explicitly say that

1 there's no above-ground pools. He had an above-ground pool in
2 his hangar that we knew of from September 1st, 2015, through
3 the meeting 9/1/17 at \$100 per day, 732 days, \$73,200.

4 Q: What was the total amount that the board determined was
5 the violations and the penalties that Mr. Bevier had been
6 assessed by him by the Board as of September 2nd, 2017?

7 A: After you corrected some of our errors from the meeting,
8 it's \$1,064,200.

9 Q: And are you asking the Court to find that Mr. Bevier,
10 pursuant to the violations of the covenants, is required to
11 pay the board \$1,064,200?

12 A: Yes, sir.

13 Q: Okay.

14 MR. MCKENZIE: Your Honor, we'd enter this in as a
15 Plaintiff's Number 9.

16 THE COURT: Any objection?

17 THE DEFENDANT: No, Your Honor.

18 THE COURT: Number 9 is admitted.

19 (WHEREUPON, Plaintiff's Exhibit Number 9, email dated
20 9/15/2017, was admitted into evidence.)

21 BY MR. MCKENZIE:

22 Q: And, Mr. Witt, have any of those infractions been
23 remedied as of 20 -- or as of today's date, April 2nd, 2024?

24 A: The Airbnb one, Judge Cothran ordered him to cease
25 Airbnb. So that has remedied.

1 Q: All right. So that -- that part has ceased because Judge
2 Cothran -- and actually you limited those damages on that to
3 that particular time frame, 784 days?

4 A: We did, but it actually went beyond that before that
5 order came from Judge Cothran.

6 Q: So Judge Cothran issued a restraining order for Mr.
7 Bevier renting his premises out as Airbnb?

8 A: He did.

9 Q: Okay. I'm going to ask you if you'll look back at the
10 covenants that we put in as Plaintiff's Number 2. That
11 document says declaration?

12 A: Yes, sir.

13 Q: And I'm going to ask you to turn to Section 4.12. 4.12
14 section?

15 A: Guidelines and rules? I have 4.1(c).

16 THE COURT: I'm looking at continuity of construction?

17 MR. MCKENZIE: That's it.

18 THE WITNESS: I'll be there in one second.

19 BY MR. MCKENZIE:

20 Q: Do you have -- you have it in front of you?

21 A: I do. Give me one second. It's a lot of pages. Yes,
22 sir.

23 Q: All right. Are you -- do you have it in front of you?

24 A: I do.

25 Q: All right. Now, Section 4.12 is the provision of

JOE WITT - DIRECT BY MR. MCKENZIE

1 covenants that deals with what? Do you remember? Can you
2 read that for us and let us know what it says?

3 A: I'll be glad to. All structures approved by the ACC must
4 be completed insofar as the exterior finish is concerned
5 within 12 months following from the date of issuance of the
6 building permit for the said structure. ACC may waive this
7 requirement if construction delays have been caused by
8 shrikes, war, fire, acts of God which render completion within
9 such time impossible.

10 Q: Now, we discussed that part of the damages were from Mr.
11 Bevier's failure to complete a building that he had a building
12 permit for?

13 A: It is.

14 Q: And is this the provision that the board relied on to
15 assess the \$100-a-day fine?

16 A: This is the provision that the board used for its basis
17 for the fines, yes.

18 Q: Okay. All right. Let's turn to Section 4.2. That's
19 back. I should have probably asked you this before.

20 A: Okay.

21 Q: I apologize. Turn to Section 10. I'm sorry, 5.10. I
22 wasn't aware. I was looking for the pet provision. 5.10? .
23 It should be a couple of pages past where we just were.

24 A: Uh-huh. I'm there.

25 Q: Okay. Now, this provision requires -- tell us what

1 provision is about in the homeowners' association covenants?

2 A: This provision is just to -- this is to prevent the --
3 the wrongful keeping of the wrong kind of animals for -- for
4 pets, and it talks about the ability to have a numbered amount
5 of pets, dogs or felines, and -- and how they should be
6 constrained.

7 Q: It also requires a fence for animals?

8 A: It does.

9 Q: And it also --

10 THE DEFENDANT: THE DEFENDANT: Objection, Your Honor.

11 Q: -- has a prohibition against --

12 THE COURT: Hang on just a second.

13 What's the basis of your objection?

14 THE DEFENDANT: Leading the witness again.

15 THE COURT: I'm going to give him a little leeway on
16 this, since he's just referring to the provisions of the
17 document. Thank you, sir.

18 BY MR. MCKENZIE:

19 A: I'll be glad to read.

20 Q: It requires a fence, and it prohibits barking animals; is
21 that correct?

22 A: It does.

23 Q: And prevents animals from running around without being on
24 a leash?

25 A: It does.

JOE WITT - DIRECT BY MR. MCKENZIE

1 Q: And did the board find that Mr. Bevier had violated this
2 provision of the covenants?

3 A: He had.

4 Q: Okay. Turn to Article X, which is Section 10.1.

5 A: Yes, sir.

6 Q: Okay. The -- Article X.1 -- Section 10.1, can you tell
7 us what this provision of or section of the covenants deals
8 with?

9 A: This is the maintenance assessments and giving the -- the
10 board --

11 Q: Okay.

12 A: -- the fees.

13 Q: Can you tell us -- can you read Section 10.1, the very
14 first paragraph, creation of lien?

15 A: Creation of a lien and personal obligation for
16 assessments. Declarant for each lot owned within the property
17 hereby covenants and each owner of any lot by acceptance of a
18 deed. Therefore, whether or not it shall be so expressed in
19 any such deed, is deemed to covenant and agree to pay the
20 Association.

21 Q: And read paragraph C, which I think deals with the
22 assessments that the Board fined against Mr. Bevier?

23 A: Default assessments, which may be assessed against an
24 owner's lot pursuant to this declaration, or the Palmetto Air
25 Plantation Homeowners Association rules or regulations, or

1 because the association has incurred an expense on behalf of
2 the owners under the Association documents.

3 The annual special and default assessments, together with
4 interest costs and reasonable attorneys' fees, shall be a
5 charge upon the land and shall be a continuing lien upon the
6 lot against which each such assessment is made until paid.
7 Each such assessment, together with the lot with interest
8 costs and reasonable attorneys' fees, shall also be the
9 personal obligation of the owner of such lot at the time when
10 the assessment fell due.

11 Q: Now I want you to flip over to 10.4, effective nonpayment
12 of assessment lien, remedies of Association.

13 A: Yes, sir. Would you like me to read that?

14 Q: Read paragraph 10 for us, please.

15 A: Effective non-payment of assessment lien, remedies of
16 Association. Any Association installment, whether pertaining
17 to annual special or default assessments, which is not paid
18 within 30 days of its due date, shall be delinquent. In the
19 event that an assessment installment becomes delinquent, the
20 Association, in its sole discretion, may take any or all of
21 the following actions.

22 Q: All right. Read paragraph -- subparagraph D, which I
23 think is applicable to what we're doing here today.

24 A: D?

25 Q: D.

JOE WITT - DIRECT BY MR. MCKENZIE

1 A: Bring legal action against any owner personally obligated
2 to pay the delinquent installments.

3 Q: Okay. So the Board is moving pursuant to the covenants
4 to enforce its actions that it stated on September 2nd, 2017?

5 A: It is.

6 Q: Which is the assessments and the -- that it fined against
7 Mr. Bevier?

8 A: It is.

9 Q: Okay. And the board has also incurred attorneys' fees;
10 is that correct?

11 A: It is.

12 Q: Okay. I'm going to hand you a copy of a bill from Coffey
13 and McKenzie, P.A. Do you recognize that bill?

14 A: Yes.

15 Q: Mr. Witt, this action has been going on since March 21st,
16 2017, as far as you've been incurring attorneys' fees; is that
17 correct?

18 A: Yes.

19 Q: And the case has been to the Court of Appeals?

20 A: Yes.

21 Q: And you had to hire this law firm to do that, to handle
22 the case in the Court of Appeals?

23 A: We did.

24 Q: And we've been through numerous hearings?

25 A: Numerous.

1 Q: Okay. And can you look at the second page? Can you tell
2 us what the total attorneys' fees that's been incurred by
3 Palmetto Homeowner Association?

4 A: \$44,450.

5 Q: And are you asking the Court to require, pursuant to
6 Section 10.1 where it allows attorneys' fees in the covenants,
7 for enforcement of the covenants?

8 A: We are.

9 Q: Are you asking that Mr. Bevier pay the association's
10 attorneys' fees and costs?

11 A: We are.

12 MR. MCKENZIE: Your Honor, we'd move this document in as
13 Number 10.

14 THE COURT: Mr. Bevier, do you have that document?

15 THE DEFENDANT: I do not.

16 (WHEREUPON, the defendant was provided with a copy of the
17 document.)

18 THE COURT: And do you have any objection?

19 THE DEFENDANT: No, ma'am.

20 THE COURT: 10 is admitted.

21 (WHEREUPON, Plaintiff's Exhibit Number 10, attorneys'
22 fees and costs, was admitted into evidence.)

23 MR. MCKENZIE: Mr. Witt, answer any questions that Mr.
24 Bevier may have for you.

25 THE WITNESS: I'll be glad to.

JOE WITT - CROSS BY THE DEFENDANT

1 THE COURT: Okay. Mr. Bevier, it's your turn, sir, if
2 you have any questions that you want to ask Mr. Witt.

3 THE DEFENDANT: I have many questions for Mr. Witt.

4 CROSS-EXAMINATION

5 BY THE DEFENDANT:

6 Q: Mr. Witt, your attorney introduced a plat for the
7 subdivision. Would you pull that up and look at it? Do you
8 live in Palmetto Air Plantation or not? Yes or no?

9 A: I'm sorry. I don't understand your question.

10 Q: Do you live in Palmetto Air Plantation or not? Yes or
11 no?

12 A: I do.

13 THE DEFENDANT: I'd ask the judge to bear in mind, Mr.
14 Witt, what the penalty for perjury is.

15 THE COURT: Sir, he's under oath. You can ask your
16 questions.

17 BY THE DEFENDANT:

18 Q: The plat that you introduced says you are not a part of
19 the plat of Palmetto Air Plantation. You just testified you
20 are. Would you explain that?

21 A: What is it you need me to explain, Mr. Bevier?

22 Q: Why you claim that you're living at Palmetto Air
23 Plantation and your property is subject to the covenants of
24 Palmetto Air Plantation.

25 A: Are we talking --

JOE WITT - CROSS BY THE DEFENDANT

1 Q: Do you live -- is your property subject to the covenants
2 of Palmetto Air Plantation?

3 MR. MCKENZIE: Objection, Your Honor. I don't think that
4 Mr. Witt is on trial today. I think that --

5 THE DEFENDANT: It goes to credibility --

6 MR. MCKENZIE: -- Mr. Bevier is.

7 THE DEFENDANT: -- of the plaintiffs, Your Honor.

8 THE COURT: I'm going to allow the question.

9 THE WITNESS: I'm sorry?

10 THE COURT: So is your property within the covenants?

11 THE WITNESS: My home is not in --

12 THE DEFENDANT: Yes or no, Mr. Witt?

13 THE COURT: Sir, he gets the chance to explain his
14 answer.

15 THE DEFENDANT: I'm sorry.

16 BY THE DEFENDANT:

17 A: My property is within the confines of Palmetto Air
18 Plantation. My property is not in this plat.

19 Q: My question was, is your property subject to the
20 covenants of Palmetto Air Plantation?

21 A: I think my property meets all the covenants of Palmetto
22 Air Plantation.

23 Q: I didn't ask you that either. I asked you, yes or no, is
24 your property subject to the rules of the covenants of
25 Palmetto Air Plantation?

JOE WITT - CROSS BY THE DEFENDANT

1 A: I would say it is.

2 THE DEFENDANT: Your Honor, how do I claim that he has
3 just perjured himself?

4 THE COURT: Well, sir, you will be able to testify as to
5 whatever you want to testify to. But I understand you may not
6 agree with any of his testimony, but his testimony is what it
7 is.

8 BY THE DEFENDANT:

9 Q: Do you agree that you are not on the plat for Palmetto
10 Air Plantation or not?

11 A: I'm not on this plat, Mr. Bevier.

12 Q: Then you are not subject to the covenants that you are
13 suing me under?

14 A: If that's your determination, sir.

15 Q: No, that is my determination, yes, you are not.

16 MR. MCKENZIE: Your Honor, I'm going to object to this
17 line of questioning. Mr. Witt testified he owns 15-some-odd
18 lots in Palmetto Air Plantation. I think that he -- he would
19 be subject to -- his lots would be subject to the same
20 restrictions as Mr. Bevier's. I'm not sure where he's going
21 with this. I don't --

22 THE COURT: Well, what I understood is his personal
23 residence is not on this plat.

24 MR. MCKENZIE: That's correct.

25 THE COURT: So whatever legal significance that has in

JOE WITT - CROSS BY THE DEFENDANT

1 this action, I understand that.

2 You can go on to your next question, Mr. Bevier.

3 THE DEFENDANT: All right.

4 BY THE DEFENDANT:

5 Q: But first, let me get the covenants, what's already
6 submitted by plaintiff. The -- page 1 of the covenants, the
7 third "whereas" paragraph, would you read the last sentence of
8 that paragraph into the record, Mr. Witt?

9 A: I've already read this whole page, sir.

10 Q: Would you read it for me now, just the last sentence of
11 the third "whereas" paragraph? Whereas, the declarant deems
12 it is our -- that one there.

13 A: For the efficient preservation of the values and
14 amenities in said development to create an owners' association
15 that will be delegated the powers of maintaining and
16 administering the development properties and facilities, and
17 enforcing the covenants and restrictions, and collecting and
18 dispersing the assessments and charges hereinafter created by
19 incorporating a non-profit corporation under the laws of the
20 State of South Carolina entitled Palmetto Air Plantation
21 Property Owners Association, Inc.

22 Q: All right. Now, would you repeat for the Court the last
23 six words of that paragraph?

24 A: Palmetto Air Plantation Property Owners Association, Inc.

25 Q: And what is the name of your homeowners' association?

JOE WITT - CROSS BY THE DEFENDANT

1 A: Palmetto Air Plantation Homeowners Association, Inc.
2 Q: They are not the same. You are not the entity of the
3 covenants, Mr. Witt. Mr. Witt, I understand that from your
4 testimony that you own 15 lots left in Palmetto Air
5 Plantation?
6 A: Approximate.
7 Q: Do you pay lot fees to your homeowners' association for
8 those lots?
9 A: No, sir. We do not ask, nor do any other developments of
10 this stature.
11 Q: I asked you.
12 A: No, I do not, sir.
13 Q: Why do you not pay lot fees?
14 A: Because it's not set up in that manner, sir.
15 Q: It isn't? Let's go back to those covenants, Mr. Witt.
16 Turn to page 17 of the covenants, Section 10.1, and read the
17 first sentence of that paragraph, please? Section 10.1, page
18 17.
19 A: What would you like me to read, sir?
20 Q: Read the first sentence of that paragraph.
21 A: Creation of lien and personal obligation for assessments.
22 Q: Yes. Begin with the word declarant.
23 A: Declarant for each lot owned within the property hereby
24 covenants and each owner of any such lot by acceptance of the
25 deed therefore, whether or not it shall be so expressed in any

JOE WITT - CROSS BY THE DEFENDANT

1 such deed, is deemed to be covenant and agree to pay the
2 association.

3 Q: So it says that the declarant pays lot fees; is that
4 correct?

5 A: I don't read it that way. No, sir.

6 Q: You don't read it that way?

7 A: No, sir.

8 Q: Even though it says declarant for each lot owned within
9 the property hereby covenants and agrees to pay to the
10 association, you don't -- you don't believe it -- it --

11 A: That's --

12 Q: -- says that?

13 A: That's not what it's reading, sir.

14 Q: Thank you, Mr. Witt. Let's stay with the covenants for a
15 little while here. Let's go to Section 16, 11.2, Mr. Witt.
16 It says in there that you -- the declarant loses the ability
17 to amend the covenants when it's sold more than 75 percent of
18 the property; is that correct, Mr. Witt?

19 A: It reads so long as the declarant owns 25 percent of the
20 unsold lots in the subdivision.

21 Q: All right. Now, Mr. Witt, as your homeowners'
22 association, the declarant or declarant is you; right?

23 A: Of what, sir?

24 Q: Of Palmetto Air Plantation.

25 A: No. The homeowners' association is not the declarant.

JOE WITT - CROSS BY THE DEFENDANT

1 Q: I asked -- okay. Fine. Thank you for that. Are you the
2 declarant of Palmetto Air Plantation?

3 A: I am, sir.

4 Q: Please look at the covenants and go back to page 1. Read
5 the very first sentence of the declaration, Mr. Witt?

6 A: Whereas the declarant is the owner of a tract of land
7 located south of the right of way --

8 Q: No. The first sentence.

9 A: The declaration of the covenants, conditions, and
10 restrictions?

11 Q: Yes.

12 A: Made this 11th day of July --

13 THE WITNESS: I believe that's correct, Your Honor, from
14 my memory.

15 A: -- 2001, by Mideastern Truck Wash, Inc., a South Carolina
16 corporation, hereinafter referred to as the declarant.

17 Q: All right. Mr. Witt, who is the declarant -- declarant
18 for Palmetto Air Plantation then based on that statement?

19 A: Sir, I own a hundred percent of Mideastern Truck Wash,
20 Inc.

21 Q: I didn't ask you that. I asked who the legal declarant
22 is when that declaration was filed.

23 MR. MCKENZIE: Your Honor, I'm going to object to his
24 line of questioning.

25 THE COURT: I'm going to allow it. If you'll just answer

JOE WITT - CROSS BY THE DEFENDANT

1 the question, sir.

2 BY THE DEFENDANT:

3 A: What's your question, sir?

4 Q: Who was the declarant or --

5 A: Mid --

6 Q: -- declarant when this was filed?

7 A: Mideastern Truck Wash, Inc.

8 Q: Is Mideastern Truck Wash still the declarant?

9 A: It can only be the declarant one time, sir.

10 Q: All right. So where did you get the lots that you say

11 you own? Where did you get the lots you claim you own? Who

12 did you purchase them from? You are not the declarant.

13 A: Sir, I've owned them since the inception of Palmetto Air

14 Plantation. I still do.

15 Q: Then the -- then the declarants themselves would be

16 false. You didn't own them. You've never owned them. The

17 deed says Mideastern Truck Wash owns them. That's why that

18 says Mideastern Truck Wash is the declarant.

19 A: Mideastern Truck Wash was the financial vehicle of one of

20 my companies --

21 Q: I didn't ask you --

22 A: that was used.

23 Q: -- that. What does the document say, Mr. Witt?

24 A: The initial declarant of Palmetto Air Plantation is

25 Mideastern Truck Wash, Inc. That's what it says.

JOE WITT - CROSS BY THE DEFENDANT

1 Q: And according to you, there can't be another declarant;
2 correct?

3 A: Which conveyed to another company for the purposes of
4 selling the property.

5 Q: So it sold all of the property, did it?

6 A: No, it conveyed. It did not sell.

7 Q: It conveyed all of the property. Well, let's go back to
8 paragraph 16.2 again, and what does it say in there? Not 16.2
9 again, but 11 -- 11.2 rather.

10 A: Where would you like me to go, sir?

11 Q: I'd like you to read that again about how long you have
12 to amend the covenants.

13 A: And where is that, sir?

14 Q: 11.2.

15 A: It says so long as the declarant owns 25 percent of the
16 unsold lots in the subdivision, it shall have the right and
17 authority to modify and amend these covenants and restrictions
18 without liability or notice or joinder of any other party,
19 provided such modifications and amendments do not violate the
20 ordinance of the Clarendon County Planning Commission.

21 Q: All right.

22 A: Subsequently, amendments to the declaration may be
23 adopted by the membership of the Property Owners Association
24 in the same manner upon the same vote as required for
25 amendments to the bylaws of the Property Owners Association.

JOE WITT - CROSS BY THE DEFENDANT

1 Q: All right. Now, I ask you to read paragraph 3 where you
2 said that the name of the homeowners' association was Palmetto
3 Air Plantation Property Owners. Is that correct?

4 A: That's what I read. Yes, sir.

5 Q: All right. Was the Palmetto Air Plantation Owners --
6 Property Owners Association ever incorporated to do business
7 in South Carolina?

8 A: It was incorporated as Palmetto Air Plantation Homeowners
9 Association, Inc., and it was filed with the Secretary of
10 State, yes.

11 Q: When -- your answer -- your -- your answer is conflating
12 two questions here.

13 THE COURT: I'm following you, sir. I understand that it
14 was not the exact same wording.

15 THE DEFENDANT: All right.

16 BY THE DEFENDANT:

17 Q: When was Palmetto Air Plantation Homeowners Association
18 recorded with the state government with the Secretary of
19 State?

20 A: I certainly can't remember that explicit date, but it is
21 filed and we have those documents, and it --

22 Q: Yes, yes, I have a copy of that too, but they were not
23 mentioned in your -- in the covenants.

24 A: I think the appellate court has already said that --

25 Q: No, I didn't ask for your legal opinion, Mr. Witt. I

JOE WITT - CROSS BY THE DEFENDANT

1 just asked you --

2 THE COURT: So what's your question, Mr. Bevier?

3 THE DEFENDANT: What?

4 THE COURT: If you have something that has the date, if
5 you want to ask him if that's the correct date, that's fine.

6 THE DEFENDANT: When was Palmetto Air Plantation --

7 THE COURT: He's already said he doesn't remember the
8 date, but if you have something you want to refresh his
9 recollection and ask him if that's the date?

10 THE WITNESS: If you'd like to show me the document, I'd
11 be glad to answer.

12 THE DEFENDANT: June 24th, three years later after the
13 declarations were filed, 2007.

14 THE WITNESS: I can't respond to that. I don't have it
15 in front of me. I don't know.

16 THE DEFENDANT: May I get the -- I have a --

17 THE COURT: Sure.

18 THE DEFENDANT: I wasn't prepared for court; so I don't
19 have multiple copies, Your Honor.

20 BY THE DEFENDANT:

21 Q: Okay. Here is a certificate of existence of Palmetto Air
22 Plantation Homeowners Association. What's the date of that
23 incorporation and recording with the Secretary of State, Mr.
24 Witt?

25 A: Well, this document --

JOE WITT - CROSS BY THE DEFENDANT

1 Q: I asked you what's the date of your incorporation?
2 THE COURT: Let him explain his answer.
3 A: This document was filed June the 2nd, 2004.
4 Q: 2004. And what's the date of the covenants, Mr. Witt?
5 A: We had to file the covenants prior to getting that done.
6 The date of the covenants was filed July 11th, July the 11th,
7 2001, I believe.
8 Q: So three years earlier. So you cannot possibly be the
9 homeowners' association of the covenants. You're a different
10 name, and you didn't even exist for three more years. Would
11 you please take a look at this from the Secretary of State?
12 It is a certificate of no record for Palmetto Air Plantation
13 Property Owners Association, the declarant's designated
14 homeowners' association.
15 A: It's a slightly different name, sir.
16 Q: A slightly different name. It's a different legal
17 entity, is it not, Mr. Witt?
18 A: It is not. It's the same entity.
19 Q: Why is it the same? What process of the legal fiction is
20 it the same entity?
21 A: I believe if you look at the -- I believe there's a
22 statute of -- that the legislation put forth about homeowners'
23 associations, and it even addresses that, that it doesn't have
24 to be an exact same name as --
25 Q: Well, I guess your attorney hasn't brought that forth.

JOE WITT - CROSS BY THE DEFENDANT

1 A: I'm not sure what your question is, sir.

2 Q: Eligibility --

3 THE COURT: Sir, you asked a question.

4 A: I'm answering your question. I don't -- if you have a

5 question, I'll be glad to answer it.

6 Q: I'm not interested in your legal opinion, Mr. Witt.

7 A: Okay.

8 Q: There is no record of Palmetto Air Plantation Property

9 Owners Association ever existing. Now, Mr. Witt, you say that

10 you are the president of the Palmetto Air Plantation

11 Homeowners Association, the plaintiff, who -- and you say you

12 also own property, but do you own that property personally?

13 A: Which property, sir?

14 Q: The lots, the 15 lots in Palmetto Air Plantation.

15 A: They're owned by Palmetto Air Plantation, LLC, sir.

16 Q: And --

17 A: I'm a member and Mideastern Truck Wash, Inc., is a

18 member.

19 Q: And you own those lots? Why is Mideastern Truck Wash a

20 member? Does it still own lots?

21 A: Sir?

22 Q: Does it still own lots?

23 A: I answered your question, sir. Mideastern Truck Wash,

24 Inc., and myself are members of Palmetto Air Plantation,

25 Limited Liability Corporation.

JOE WITT - CROSS BY THE DEFENDANT

1 Q: In other words, you're partners in the Limited Liability
2 Corporation, Mideastern Truck Wash and you?

3 A: Do you have questions, sir?

4 Q: I just asked you one. Are you a -- you're a partner in
5 Palmetto Air Plantation --

6 A: Sir --

7 Q: -- LLC?

8 A: Mideastern Truck Wash, Inc., and Joseph M. Witt are the
9 two members of Palmetto Air Plantation, Limited Liability
10 Corporation.

11 Q: Which bought its lots from Mideastern Truck Wash; is that
12 correct?

13 A: No, that's not correct, sir. They were conveyed for the
14 purposes of selling the development.

15 Q: You transferred. In other words, you gave them for free?

16 A: They were conveyed, sir, yes.

17 Q: Uh-huh, but you weren't the titled owner. Mideastern
18 Truck Wash was when the declarations were recorded, and by
19 operation of the declarations, Mideastern lost the ability to
20 modify the covenants which were recorded with no property
21 owners' association being incorporated.

22 Now, it also says here in the covenants -- please go to
23 page 2 of the covenants. Go down to Section 1.9 of the
24 covenants and read that to the Court.

25 A: Bylaws shall refer to the bylaws of Palmetto Air

JOE WITT - CROSS BY THE DEFENDANT

1 Plantation Property Owners Association, Inc., attached to the
2 declaration and incorporated herein by this reference.

3 Q: I'm looking at the document that your attorney provided.

4 Are there bylaws attached to the end of that document?

5 A: They are not, sir, but we have them and we would --

6 Q: Now, wait a minute. Your plaintiff has them.

7 A: Okay. What's your question, sir?

8 Q: I asked you where are the bylaws that were to be
9 attached?

10 A: I don't have them in my hand, sir.

11 Q: So you don't find them in that exhibit?

12 A: They're not in this exhibit, sir.

13 Q: All right. Thank you. So would you agree --

14 MR. MCKENZIE: Your Honor, I have an objection to that.

15 The bylaws were entered into evidence in Number 4, Plaintiff's
16 Number 4.

17 THE DEFENDANT: But the bylaws are not of Palmetto Air
18 Plantation Property Owners Association. That's specified --

19 THE COURT: I understand. I understand what point you're
20 trying to make, sir.

21 THE DEFENDANT: All right. Thank you, ma'am.

22 BY THE DEFENDANT:

23 Q: Now let's -- let's go to Article III on page 5. Mr.

24 Witt, please read Article III, Architectural Control

25 Committee.

JOE WITT - CROSS BY THE DEFENDANT

1 A: In its entirety, sir?

2 Q: Let's go down to the sentence that says "the initial
3 Architectural Control Committee shall."

4 A: The initial Architectural Control Committee shall consist
5 of one member, Joe Witt, or his designee. In the event of the
6 failure or inability for any reason of Joe Witt to act, the
7 vacancy created will be filled temporarily or permanently as
8 necessary by his designee.

9 At such time the development is 50 percent completed, the
10 above member may relinquish his powers of the Architectural
11 Control Committee to the homeowners to the owners'
12 association. At that time, Joe Witt may choose to continue
13 his position on the new Architectural Control Committee, and
14 two other members shall be appointed by the Board of Directors
15 of the association. The new Architectural Control Committee
16 shall consist of three members and shall promulgate such rules
17 and guidelines as may be necessary to carry out the purpose of
18 the declaration.

19 Q: All right. Now, I would ask you how you conducted your
20 duties as Architectural Control Committee from July 11th until
21 -- of 2001 until June 24th, 2004, with -- with no committee,
22 with no organization to be a member of?

23 A: I believe you were the member, sir, that we voted that in
24 prior to that.

25 Q: I was in a meeting where you created a non-profit. Okay?

JOE WITT - CROSS BY THE DEFENDANT

1 And then you deceived me into believing it was legal. That's
2 what I was.

3 A: What's your question, sir?

4 Q: My question was, you wanted to be the Architectural
5 Control Committee, but no organization existed for you to be a
6 committee of. Therefore, you had zero power.

7 A: Sir, I believe you were at the meeting where you affirmed
8 and voted on and --

9 Q: That was a meeting --

10 A: -- approved the bylawsw.

11 Q: That was a meeting of a duplicitous homeowners'
12 association.

13 THE COURT: Mr. Bevier, I understand your point, that it
14 was -- the wording of the two associations were not the same.

15 THE DEFENDANT: Okay. Thank you.

16 BY THE DEFENDANT:

17 Q: All right. Let's go to -- would you read this? Just the
18 first part of it. Just the first part of this deed.

19 THE COURT: And tell me what you're handing him, sir, for
20 the record.

21 THE DEFENDANT: This is a deed of all of Palmetto Air
22 Plantation in October of 2001.

23 THE COURT: Okay. If you can ask him if he recognizes
24 that first.

25 BY THE DEFENDANT:

JOE WITT - CROSS BY THE DEFENDANT

1 Q: Do you recognize this deed? Your signature is at the
2 bottom of it.

3 A: I do.

4 Q: Under what authority did you sign that deed and who were
5 you representing?

6 A: At that time, it was Mideastern Truck Wash, Inc., that I
7 was the president of and still am.

8 Q: And who is that property deeded to?

9 A: It says Mideastern Truck Wash, Inc.

10 Q: Who is the property deeded to, not from?

11 A: Palmetto Air Plantation, LLC.

12 Q: Okay. Which is the one which is where you own the lots
13 that we established earlier, is it not?

14 A: One and the same, sir.

15 Q: One and the same. All right. Let's take a look at the
16 homeowners' association bylaws previously introduced.

17 THE WITNESS: Your Honor, it may take a moment to find
18 that.

19 THE COURT: It's Exhibit 4, I believe.

20 THE DEFENDANT: I have one more question before that, Mr.
21 Witt.

22 BY THE DEFENDANT:

23 Q: To the best of your knowledge in the declarations, do
24 they include two classes of ownership for voting purposes?

25 A: They do.

JOE WITT - CROSS BY THE DEFENDANT

1 Q: Under the original, there is no declarations. If so,
2 would you point those out?

3 A: If you have it and know where it is, it might make it a
4 lot easier for us to go straight to it.

5 Q: Well, I can't prove a negative.

6 A: Well, what you may be speaking of is in the bylaws, sir.
7 I'm not -- I'm not sure. There are two classes of ownership.

8 Q: I asked you about the declarations of the ACC.

9 A: Sir, I don't know these from front to back. It's many
10 pages. Verbatim, I don't know. You asked to the best of my
11 ability, and I don't know the answer, sir.

12 Q: All right. Let's go back to the covenants then for a
13 moment.

14 A: Where would you like us to go?

15 Q: I will tell you in just a second. I guess we'll go with
16 the voting rights.

17 THE COURT: It looks like Section 2.4 of the -- of the
18 covenants.

19 THE DEFENDANT: Yes, let's go to the -- yes, ma'am.
20 Thank you very much.

21 BY THE DEFENDANT:

22 Q: Section 2.3. Would you read that into the record,
23 please?

24 A: 2.3 or she referred to 2.4?

25 Q: Please read 2.3.

JOE WITT - CROSS BY THE DEFENDANT

1 A: Every owner by virtue of being an owner for as long as he
2 is an owner shall be a member of the association. Membership
3 shall be -- shall be appurtenant to and may not be separated
4 from ownership of any lot or lots.

5 Q: Okay. Mr. Witt, that's fine. Let's go to 2.4 and read
6 the first -- the first sentence there.

7 A: Each member shall be entitled to one vote per membership.

8 Q: Thank you. Let's go back to your bylaws. When were
9 these bylaws -- when were the bylaws of the plaintiff
10 recorded, Mr. Witt?

11 A: I don't know the answer to that right here, sir.

12 Q: You don't know when they were --

13 A: I don't.

14 Q: -- recorded?

15 A: Sir, this has been going on for -- for 20-plus years.

16 Q: You introduced the bylaws of your plaintiff organization.

17 A: There's no date on the document I have, sir.

18 Q: Well, that -- there it is. Do you recognize this from
19 the Secretary of State? When does it say that the corporation
20 of the plaintiff corporation existed? When was it formed?

21 A: This is the same document you showed me earlier, sir.
22 2004.

23 Q: June -- June 2nd, 2004. All right. So your bylaws
24 couldn't exist, and according to your previous testimony, you
25 said that the bylaws were adopted. I was there, and you gave

JOE WITT - CROSS BY THE DEFENDANT

1 a date. It was in September somewhere. Remember that?

2 A: Sir, the declaration of the covenants had to come before
3 the bylaws.

4 Q: I'm not talking about the declaration. I'm talking about
5 the bylaws of the plaintiff organization.

6 A: They came subsequent to the declaration of the covenants,
7 sir.

8 Q: Yes, and when was -- when were those bylaws --

9 A: It's in --

10 Q: -- adopted by plaintiff organization?

11 A: It's not on the document I have, sir. It was entered
12 into evidence, and --

13 MR. MCKENZIE: Your Honor?

14 A: -- it has a date on it.

15 MR. MCKENZIE: In Plaintiff's Number 3, we introduced the
16 minutes from the meeting that adopted the bylaws, and Mr.
17 Bevier was in attendance at that meeting. This is September
18 4th, 2004.

19 THE COURT: Thank you.

20 MR. MCKENZIE: And I agree with Mr. Witt. The bylaws
21 have to come subsequent to the covenants being filed, and so
22 this is the initial organizational meeting of Palmetto Air
23 Plantation Homeowners Association, Inc.

24 THE COURT: I understand.

25 MR. MCKENZIE: Thank you.

JOE WITT - CROSS BY THE DEFENDANT

1 BY THE DEFENDANT:

2 Q: And adoption of the bylaws took place three years and two
3 months -- three months after the declarations were recorded,
4 and they were not the bylaws of Palmetto Air Plantation
5 Property Owners Association, but some new name that you came
6 up with.

7 Now, you recognize the deed of sale between Mideastern
8 Truck Wash -- deed of conveyance between Mideastern Truck Wash
9 and Palmetto Air Plantation LLC -- Subdivision LLC that's
10 taken place. What's the date on that -- on that deed?

11 A: You took the deed back, sir. I don't have it.

12 Q: I've marked the date on the deed of recording right up
13 here, if you would just refer to that.

14 A: I don't want to refer to something that you wrote, sir.
15 I'm sorry.

16 Q: Then go look at your signature date.

17 A: Okay. And I -- and I've already expressed that this was
18 the 9th day of October, 2001.

19 Q: In '01. So you filed as declarant -- declarant
20 representative, you filed covenants on July 11th, 2001; is
21 that correct? And then on -- what's the date there?

22 A: The date on this document?

23 Q: Yes. The date of conveyance.

24 A: It's the 9th day of October of 2001.

25 Q: All right. Barely around almost exactly three months

JOE WITT - CROSS BY THE DEFENDANT

1 later.

2 Now, let's go finally to the bylaws of the plaintiff. I
3 would like to ask you this question since you're so familiar
4 with the process. What declarations are you claiming names
5 your organization the Property -- the Property Owners
6 Association of -- of the covenants?

7 A: You're going to have to ask that a different way, sir. I
8 don't understand your question.

9 Q: What declaration names your plaintiff organization the
10 homeowners' association specified in the covenants?

11 A: In the first -- well, the third line of the bylaws says
12 the bylaws of Palmetto Air Plantation Homeowners Association,
13 Inc.

14 Q: Bylaws are not covenants, Mr. Witt.

15 THE COURT: Okay. Let him finish his answer, sir.

16 THE WITNESS: Perhaps I don't understand your question.
17 I thought I just answered it.

18 BY THE DEFENDANT:

19 Q: You read into the record earlier that the Palmetto Air
20 Plantation Property Owners Association was the name of the
21 homeowners' association of the declarations. I want --

22 A: Sir, when it was recorded and as it moved forward, it
23 moved forward under the name of Palmetto Air Plantation
24 Homeowners Association.

25 Q: Well, what -- and I'm asking you what legal reason do you

JOE WITT - CROSS BY THE DEFENDANT

1 have to claim that you have the ability to enforce the
2 covenants when you're not the named homeowners' association,
3 and you didn't even exist until three years after the date the
4 declarations were filed?

5 A: Sir, we had that because the documents were --

6 Q: There are -- pardon me? What documents are filed?

7 A: The covenants and restrictions are filed. The bylaws are
8 filed. We -- they've all been filed. They're properly filed,
9 and they follow the statute for homeowners' associations.

10 Q: What is --

11 A: Sir, it does not have to be named explicitly, as Mr.
12 Coffey's -- as the -- as the law firm wrote that out and used
13 those words, and I think our -- our Honorable here has already
14 addressed that with you. It's kind of going in circles about
15 the exact name.

16 Q: Mr. Witt, I'm not asking you --

17 A: Well --

18 Q: -- for your opinions.

19 THE COURT: Okay.

20 Q: I want your --

21 THE COURT: And, Mr. Bevier, I understand your point that
22 it's two different names. So if you have another question you
23 want to move to --

24 THE DEFENDANT: I have another --

25 THE COURT: I understand that the names are not the same.

JOE WITT - CROSS BY THE DEFENDANT

1 THE DEFENDANT: -- point to make. What are the -- I
2 asked the plaintiff what declarations named his organization.

3 THE WITNESS: Well, these very bylaws that you accepted
4 and voted on, sir, and we all did.

5 THE DEFENDANT: Please direct --

6 THE COURT: Again, you've made your point, Mr. Bevier. I
7 understand your point is that this was not the same name
8 listed on the covenants, and I understand that.

9 THE DEFENDANT: All right. Thank you, Your Honor. Let's
10 go on.

11 BY THE DEFENDANT:

12 Q: Let's take a copy of your own bylaws. Would you please
13 read Item 2 of your bylaws.

14 A: What's it -- what's the title of Item 2?

15 Q: Association responsibility for common areas.

16 A: Subject to the rights of the owner set forth in the
17 Declaration of Covenants, Conditions, and Restrictions of the
18 Association, the Association shall be responsible for the
19 management and control of the common areas, including
20 equipment related thereto.

21 Q: That's enough, Mr. Witt. Why did you bring suit against
22 me on my house, on my -- my property, when all you had -- when
23 all you put in those homeowners into these bylaws was the
24 responsibility for the management and control of the common
25 areas?

JOE WITT - CROSS BY THE DEFENDANT

1 A: Mr. Bevier, I believe if you read what's already been put
2 into record in the covenants and restrictions that you've been
3 found to, they address that, sir.

4 Q: You were not mentioned in the covenants, Mr. Witt.

5 A: Okay. Well, in this particular paragraph that you asked
6 me to read, they're not addressing that, sir. They're
7 addressing the common areas.

8 Q: Who -- who created these bylaws, Mr. Witt? Did you?

9 A: No. The Office of Coffey and McKenzie created these.

10 Q: Who are you?

11 A: For Palmetto Air Plantation, LLC.

12 Q: So I'm asking --

13 A: And for Palmetto Air Plantation Homeowners Association.

14 Q: They purvey a responsibility in this document you just
15 read. It is the management and control of the common areas.

16 A: In that particular sentence, yes.

17 Q: My -- and that's the only sentence giving responsibility
18 to the homeowners' association. Why did you sue me for my
19 personal lots? Because you're not named in the declarations
20 as the homeowners' association. Why did you bring suit
21 against me if you don't have the ability to do so, as stated
22 in your bylaws?

23 THE COURT: Sir, are you referring to the fact that the
24 name is not the same?

25 THE DEFENDANT: They are not the legal entity either, and

JOE WITT - CROSS BY THE DEFENDANT

1 he was not the same.

2 THE COURT: Again, I understand the point that you're
3 trying to make.

4 THE DEFENDANT: And in the bylaws, it explicitly
5 restricts their maintenance to the common areas in paragraph
6 2.

7 BY THE DEFENDANT:

8 A: I will gladly answer your question, sir. In the
9 covenants and restrictions, because you've been found a part
10 of, in Article X in section C, it says default assessments,
11 which may be assessed against an owner's lot pursuant to this
12 --

13 Q: I'm not interested in you reading --

14 A: Okay.

15 Q: -- the covenants to me, Mr. Witt.

16 A: Okay.

17 Q: Okay. Now let's go back to the bylaws here. We
18 discussed earlier that the bylaws and the covenants recorded
19 one vote per lot, and those of us with categories have a lot
20 of voting membership. We also discussed how the declarant had
21 to pay lot fees according to the covenants. Does your
22 homeowners' association charge lot fees to the lots owned by
23 Palmetto Air Plantation, LLC?

24 A: They do not, sir.

25 Q: Why not?

JOE WITT - CROSS BY THE DEFENDANT

1 A: They've not been sold yet, sir.

2 Q: That's not a condition.

3 A: Sir?

4 Q: That's what you say.

5 A: Sir --

6 THE COURT: So what relevance does that have? Because --

7 THE WITNESS: Sir, if you become a --

8 THE COURT: Stop just a minute.

9 THE WITNESS: I'm sorry.

10 THE COURT: Tell me what relevance that has to this
11 action.

12 THE DEFENDANT: Because this whole lawsuit is a scheme
13 for him to avoid paying lot fees while the development was
14 sold, and to force all other owners to pay for all expenses of
15 the common --

16 THE COURT: So that's not an issue that's been pled or
17 raised in this lawsuit. I don't see the relevance to this
18 Lawsuit, sir.

19 THE DEFENDANT: That's why I was trying to amend or
20 supplement my counterclaims, Your Honor.

21 THE COURT: Move on, if you've got another question for
22 him that's relevant to this lawsuit.

23 BY THE DEFENDANT:

24 Q: So do you personally pay lot fees, Mr. Witt?

25 THE COURT: And I need you to move on from that. That's

JOE WITT - CROSS BY THE DEFENDANT

1 not relevant. I've already -- I have already ruled that that
2 is not relevant to these proceedings.

3 BY THE DEFENDANT:

4 Q: Mr. Witt, why did you change the dec -- the bylaws and
5 grant some members voting rights four times that of other
6 landowners, which is not in the covenants?

7 A: I don't believe I did what you said, sir.

8 Q: You have a copy of the bylaws there; right?

9 A: You asked me why did I change something?

10 Q: Yes.

11 A: What did I change, sir?

12 Q: You changed the voting rights, and you've also decided
13 that the declarant -- declarant will not pay lot fees from the
14 covenants.

15 A: Do you have a question?

16 Q: All right. Well, as soon as I find the fees, I want you
17 to read them.

18 THE COURT: Sir, I understand that what you're referring
19 to is that the covenants talk about each lot member owning --
20 having one vote, and the bylaws have different classes of
21 membership. Is that what you're referring to?

22 THE DEFENDANT: Yes, ma'am. That's a change to the
23 bylaws.

24 THE COURT: And is that relevant to this action?

25 THE DEFENDANT: Yes, ma'am, it is because paragraph 11.2

JOE WITT - CROSS BY THE DEFENDANT

1 of the covenants prohibits the declarant from making changes
2 to the covenants after it sold 75 percent of the lots. In
3 other words, the prohibition against changes required that the
4 bylaws specifically mirror the covenants, and nothing about
5 plaintiff mirrors the covenants except when Mr. Witt claims it
6 does.

7 THE COURT: And I'm showing the bylaws were adopted at
8 the September 4th, 2004, meeting of the association.

9 THE DEFENDANT: Which was three years after the
10 declarations were recorded.

11 THE COURT: I understand your -- I understand your
12 argument.

13 THE DEFENDANT: And two years and nine months after all
14 the land of Palmetto Air Plantation was conveyed to Palmetto
15 Air LLC, and all of the lots conveyed were already subject to
16 those covenants.

17 MR. MCKENZIE: Your Honor, I'm going to object. He just
18 -- Mr. Bevier is just testifying on it.

19 THE COURT: Are there any other questions that you have
20 for this gentleman?

21 THE DEFENDANT: Not at this time, Your Honor.

22 THE COURT: Okay. Thank you, sir.

23 Any redirect?

24 REDIRECT EXAMINATION

25 BY MR. MCKENZIE:

JOE WITT - REDIRECT BY MR. MCKENZIE

1 Q: Mr. Witt, Plaintiff's Number 3, the association minutes
2 that we put for September 4th, 2004, do you have a copy of?
3 A: Yes.
4 Q: At that meeting, the minutes were and the bylaws were
5 unanimously approved?
6 A: They were.
7 Q: And that's what those minutes reflect; is that correct?
8 A: They are. Yes, sir.
9 Q: Was Mr. Bevier a -- a party to those minutes being
10 approved?
11 A: He was.
12 Q: What is the name of the association that was approved?
13 A: Palmetto Air Plantation Homeowners Association.
14 Q: And is that the name of the association now?
15 A: It is. Yes, sir.
16 Q: Okay. So Mr. Bevier was instrumental in creating the
17 name of the association he is now complaining about?
18 A: Yes, sir.
19 Q: Okay. And he approved the name, he approved the minutes,
20 he approved the bylaws?
21 A: He did.
22 THE DEFENDANT: Your Honor, may I recross?
23 THE COURT: I don't think he's done with his direct --
24 THE DEFENDANT: All right.
25 THE COURT: -- with his redirect yet.

1 BY MR. MCKENZIE:

2 Q: Mr. Witt, the association -- I mean, the deed that was --
3 that we're discussing, the master deed, I'm assuming, is what
4 Mr. Bevier was talking about, was from Mideastern Truck Wash
5 to Palmetto Air Plantation, LLC?

6 A: Correct.

7 Q: Okay. And who sold Mr. Bevier his lots?

8 A: Steve, I don't honestly remember how that transfer was.
9 He had that deed. I think he had the deed.

10 Q: But it was sold to him, and he became subject to Palmetto
11 Air Plantation --

12 A: Abso --

13 Q: -- Homeowners Association?

14 A: Absolutely.

15 Q: Okay. And so the -- but the homeowners' association --
16 the covenants were filed July 11th, 2001?

17 A: Prior to that, yes, sir.

18 Q: Okay. And then so subsequent to that, I think the -- the
19 covenants require that a homeowners' association be -- be
20 approved?

21 A: Correct.

22 Q: And that was the organizational meeting that we talked
23 about for September 2nd, 2004?

24 A: Correct.

25 Q: And that was a meeting that Mr. Bevier was a member of

1 and party to?

2 A: He was.

3 MR. MCKENZIE: No other questions, Your Honor.

4 THE COURT: Yes, sir.

5 RECROSS-EXAMINATION

6 BY THE DEFENDANT:

7 Q: I would remind, Mr. Witt, that I purchased Lots 33 and
8 34, as stated by plaintiff, in 2003 after the covenants were
9 recorded and after they'd been conveyed to Palmetto Air
10 Plantation, LLC, and I am subject to those covenants.

11 However, at the meeting that he describes where I endorsed
12 this homeowners' association was duplicitous, attended by
13 Attorney William Coffey, and no homeowners' association had
14 ever been contacted or had ever contacted me. Okay?

15 Now, Mr. Witt, did you know that you were not -- that you
16 were subject to payment of lot fees in adherence to the
17 covenants in Palmetto Air Plantation, LLC?

18 A: Exactly what is your question? I'm sorry.

19 Q: As owner, are you obligated to the covenants that they
20 apply to your property?

21 A: We've discussed that already this morning. Those
22 properties that are in there have not been sold yet that I
23 still hold in Palmetto LLC, and those properties are vacant,
24 have no improvements on them.

25 Q: I don't care about that. Do the covenants apply to your

JOE WITT - RECROSS BY THE DEFENDANT

1 property in your opinion?

2 A: What opinion are you asking me of?

3 Q: Just whether -- I said an opinion as do you believe or
4 not that the covenants are applicable to the properties owned
5 by Palmetto Air Plantation, LLC?

6 A: I believe that those properties as sold will be subject
7 to the same covenants and restrictions as everyone.

8 Q: Yeah. Only one sold. So you say until they're sold they
9 are not subject to the covenants. Is that your plan?

10 A: I'm not sure where you're going with that, sir. I think
11 I've answered.

12 Q: You don't need to know where I'm going, Mr. Witt. Just
13 answer my question, please.

14 A: Okay.

15 Q: Are you subject to the covenants? Are your lots subject
16 to the covenants? Yes or no?

17 A: When those lots are sold, they're subject to the
18 covenants.

19 Q: I can tell you --

20 THE COURT: Sir, that's his answer. I understand you
21 don't agree with it.

22 THE DEFENDANT: All right. Then I have no further
23 questions, Your Honor.

24 THE COURT: Thank you. Let's take about a ten-minute
25 break.

1 And, Mr. McKenzie, how many witnesses do you have, sir,
2 just for planning purposes?

3 MR. MCKENZIE: Your Honor, I intend to call Mr. Bevier in
4 my case, and also I have one other witness who's just a fact
5 witness about the -- the dogs.

6 THE COURT: Okay. So let's take ten minutes. I'd like
7 to keep going for some period of time before --

8 MR. MCKENZIE: Thank you, Your Honor.

9 THE COURT: -- we end.

10 (WHEREUPON, there was a break in the proceedings from
11 11:55 a.m. until 12:06 p.m., after which the proceedings
12 resumed as follows.)

13 THE COURT: Thank you, all. Please have a seat.
14 Mr. McKenzie?

15 MR. MCKENZIE: Thank you, Your Honor. Your Honor, we'd
16 call Mr. Kim Bevier to the stand.

17 THE CLERK: Right here, Mr. Bevier. If you will raise
18 your right hand and place your left hand on the Bible and
19 repeat your name for me, please.

20 THE DEFENDANT: Kim Bevier.

21 THE CLERK: All right. Do you solemnly swear to tell the
22 truth and nothing but the truth, so help you God?

23 THE DEFENDANT: I most certainly do.

24 THE CLERK: All right. Now, watch your step. Speak up
25 so she can hear everything you say. Okay?

KIM BEVIER, THE DEFENDANT - DIRECT BY MR. MCKENZIE

1 THE DEFENDANT: All right. Can you hear me okay now?

2 THE CLERK: Good.

3 THE COURT: Mr. Bevier, do you need any water, sir?

4 THE DEFENDANT: I'm fine. Thank you very much.

5 KIM BEVIER, being first duly
6 sworn, testified as follows:

7 DIRECT EXAMINATION

8 BY MR. MCKENZIE:

9 Q: Mr. Bevier, you are the owner of two lots in the Palmetto
10 Air Plantation subdivision?

11 A: Yes.

12 Q: And I believe you filed an answer and counterclaim in
13 this case wherein you admitted to the fact that you owned
14 those two lots; is that correct?

15 A: I assume. I think so. I just --

16 Q: Okay.

17 A: I'm not sure, but I believe so.

18 Q: You did run an Airbnb out of the -- out of your home in
19 Palmetto Air Plantation; is that correct?

20 A: Technically, I did not. You don't run an Airbnb. You
21 rent part of your home, and it was done by my wife at that
22 time.

23 Q: I'll hand you your second amended answer and
24 counterclaim. Read paragraph 5. This is where we had asked
25 you in paragraph 6 about the Airbnb, and this is your

KIM BEVIER, THE DEFENDANT - DIRECT BY MR. MCKENZIE

1 response. Can you read that? It says paragraph 5, first
2 page.

3 A: As to the allegations of paragraph 6, this defendant
4 admits only so much as alleges that the said property has been
5 leased for overnight guests and that he utilized a service
6 known as Airbnb in connection therewith. The defendant
7 denies, however, that such usage of his property is in
8 violation of the covenants in that his property is not
9 encumbered by said covenants and that such covenants were
10 valid. Such usage would not be a violation thereof.

11 Q: I'm going to hand you the covenants. They're marked as
12 Plaintiff's Number 2. Can you --

13 MR. MCKENZIE: Court's indulgence, Your Honor. I'm
14 looking for mine.

15 BY MR. MCKENZIE:

16 Q: So your position is that the covenants don't apply to
17 you; is that correct?

18 A: My position is that -- that your plaintiff has no
19 authority to enforce covenants because they are not legally
20 allowed to.

21 Q: Okay. And so the covenants on page -- paragraph 4.3, can
22 you read that part about commercial businesses?

23 A: No commercial business of any type shall be permitted.
24 I'm willing to stipulate. If you want to read this in, it'll
25 save some time as slow as I am.

KIM BEVIER, THE DEFENDANT - DIRECT BY MR. MCKENZIE

1 Q: Paragraph 4.3 says no commercial activity, no commercial
2 businesses are to be allowed on the property of Palmetto Air
3 Plantation; is that correct?
4 A: I will agree to that.
5 Q: Your answer says in your -- to our complaint says that
6 you did lease the -- the -- your home to people through
7 Airbnb; is that correct?
8 A: Yes.
9 Q: You have a large bull mastiff type dog?
10 A: No. It's an English mastiff.
11 Q: English mastiff? Sorry. It's - how big is this dog?
12 A: About 200 pounds.
13 Q: About 200 pounds, and so he's a large dog?
14 A: Yes, he is.
15 Q: And do you understand the covenants require the dog to
16 have a leash on him if he's off your property?
17 A: Yes, I do.
18 Q: And did you -- do you recall receiving a letter from Mr.
19 Witt about that you were in violation of having your dog off
20 of the lease -- off a leash?
21 A: I remember receiving some allegations that he was off the
22 leash and off my property.
23 Q: In your answer and counterclaim on page -- or paragraph
24 6, page 2, you admit that you're the owner of a large breed
25 dog, an English Mastiff, but you deny that the dog was allowed

KIM BEVIER, THE DEFENDANT - DIRECT BY MR. MCKENZIE

1 to run at large. So it's your position the dog was not
2 allowed to run at large?

3 A: That is correct.

4 Q: But you own the dog, and -- but the dog was not contained
5 within a fence; is that correct?

6 A: There is an electronic fence, an electronic collar that
7 confines -- shock collar that confines the dog to a smaller
8 area between the house and the pond.

9 Q: And you submitted a landscaping plan to the Agricultural
10 Review Committee; is that correct?

11 A: I submitted a proposed landscaping plan, yes.

12 Q: Okay.

13 A: But that was before I realized that he had no right to
14 even ask for one.

15 Q: Okay. So your position is -- and I'll tell you what your
16 answer says. It says you admit to paragraph 8 that the
17 building permit was issued to defendant in 2010?

18 A: Yes.

19 Q: It says the defendant further admits that the covenants,
20 if valid, which is denied by you, require that the foundation
21 landscaping be accomplished within one year, that the lawn be
22 improved with grass. The defendant admits that he submitted
23 plans alleged but is unable to fully implement the landscaping
24 plan referred to, but has installed foundation landscaping,
25 and property -- and property has -- and the property has

1 grass?

2 A: It does.

3 Q: So you admit that -- you admit that you did not comply
4 with the plan that you submitted to the Agricultural Review
5 Board?

6 A: That's right, because I don't recognize the authority of
7 Joe Witt telling me to do so.

8 Q: You had an above-ground swimming pool; is that correct?

9 A: I had a pool in the hangar, closed off from public view
10 --

11 Q: And --

12 A: -- for my then wife to bathe and help her back problems.

13 Q: Will you read 5.23 regarding swimming pools?

14 A: Yes. And I believe -- 3? No non-permanent or above-
15 ground pools will be placed and maintained or kept on the
16 property.

17 Q: And, Mr. Bevier, I understand, and I think the Court
18 understands that you're saying you think the covenants do not
19 apply to you. The covenants clearly state no above-ground
20 swimming pools?

21 A: It's just an appearance. They can -- if they may have a
22 claim to the appearance if it's outside, but it was inside a
23 building.

24 Q: Mr. Bevier, the question to you was did you put an above-
25 ground swimming pool on your property?

KIM BEVIER, THE DEFENDANT - DIRECT BY MR. MCKENZIE

- 1 A: In my hangar, yes.
- 2 Q: Okay. Do you currently have a mortgage on this property?
- 3 A: I do.
- 4 Q: And how much is -- who do you have the mortgage with?
- 5 A: I think it's First Citizens in Turbeville.
- 6 Q: First Citizens in Turbeville? Do you recall providing an
- 7 affidavit in this case?
- 8 A: Other than my deposition.
- 9 Q: So you recall giving a deposition, but an affidavit was
- 10 also provided by you?
- 11 A: There were two affidavits, one by Robert Zambeli and the
- 12 other one by his neighbor. His name escapes me at the moment.
- 13 Q: Have you been receiving -- have you been paying your
- 14 assessments that were due on the property?
- 15 A: After the lawsuit began, I paid one time in July of '17,
- 16 and after that I refused to pay them because I no longer
- 17 recognize his authority to tell me what to do.
- 18 Q: So the homeowners' assessments are due, and you have not
- 19 paid those homeowners' assessments?
- 20 A: I don't believe any homeowners' assessments are valid.
- 21 Everybody who owns property out there bought it from his
- 22 company, which would mean it's subject to the covenants, and
- 23 the covenants do not allow the formation of his homeowners'
- 24 association.
- 25 Q: Do you -- and you recall that the Court of Appeals

KIM BEVIER, THE DEFENDANT - DIRECT BY MR. MCKENZIE

1 disagrees with you in regards to your assessment that the
2 covenants do not apply to you?

3 A: You keep saying that, and I keep replying that I agree
4 that the covenants do apply to me and they apply to him too,
5 and every one of you out there that's sitting, the covenants
6 apply too.

7 Q: But, Mr. Bevier, you're the one who's being sued for
8 violation of covenants; is that correct?

9 A: That is correct.

10 Q: Okay. And part of the covenant -- or the covenants also
11 require you to pay homeowners' association dues. Am I correct
12 on that?

13 A: If they were brought by the illegal homeowners'
14 association, yes.

15 Q: Do you recall seeing this document?

16 A: No.

17 Q: Okay. So when's the last time you paid homeowners' dues?

18 A: I stated earlier in July of 2017.

19 Q: July of 2017? This shows your homeowners' association.
20 Can you look at this for me? You said you hadn't paid
21 homeowners' association dues since July of 2017. Are they due
22 yearly? Are the homeowners' association dues due yearly?

23 A: According to the covenants, they're due yearly.

24 Q: This starts July --

25 A: Excuse me. Let me finish my answer.

KIM BEVIER, THE DEFENDANT - DIRECT BY MR. MCKENZIE

1 Q: Okay.

2 A: The covenants do not specify any -- any lot fees. They
3 specify no lot fees. They have to be created by the
4 organization, and no legal organization was ever created.
5 That's my answer.

6 Q: So you deny that the homeowners' association has the
7 right to submit dues to you?

8 A: Yes, I deny that.

9 Q: Mr. Bevier, you received notice of this hearing? You
10 were served personally with the notice of this hearing today?

11 A: I have one piece of paper that had the words final
12 hearing on it. I have two outstanding motions, which I
13 thought this hearing was about.

14 Q: And you were -- you were present in February when we were
15 in court with Judge Cothran, I think February 18th, when he
16 ruled on those motions?

17 A: No, we did not rule on those motions. I haven't gotten a
18 word that he ruled on any motions.

19 Q: Mr. Bevier, he was there. He ruled from the bench. You
20 were there also.

21 A: I did not hear him rule on those motions.

22 MR. MCKENZIE: No other questions, Your Honor.

23 THE COURT: Okay. Thank you, sir. You can step down.

24 MR. MCKENZIE: Court's indulgence, Your Honor.

25 THE COURT: Uh-huh.

BYRON LEE BENSON - DIRECT BY MR. MCKENZIE

1 MR. MCKENZIE: Your Honor, we'd call Lee Benson to the
2 stand.

3 THE CLERK: Come right this way, sir.

4 THE WITNESS: Yes, ma'am.

5 THE CLERK: Raise your right hand and place your left
6 hand on the Bible.

7 THE WITNESS: All right.

8 THE CLERK: State your name and please spell it for the
9 court reporter.

10 THE WITNESS: Byron Lee Benson. B-y-r-o-n L-e-e B-e-n-s-
11 o-n.

12 THE CLERK: Do you swear the testimony you're about to
13 give will be the truth and nothing but the truth, so help you
14 God?

15 THE WITNESS: I do.

16 THE CLERK: Watch your step. Watch that mic.

17 THE WITNESS: It's fine.

18 BYRON LEE BENSON, being first
19 duly sworn, testified as follows:

20 DIRECT EXAMINATION

21 BY MR. MCKENZIE:

22 Q: Mr. Benson, how are you today?

23 A: I'm here.

24 Q: Okay. Can you tell us -- tell us something about
25 yourself? Who -- who are you? Where are you from?

BYRON LEE BENSON - DIRECT BY MR. MCKENZIE

1 THE COURT: I'm sorry. I didn't catch the name.

2 MR. MCKENZIE: Lee Benson. B-e-n-s-o-n.

3 THE COURT: B as in boy?

4 THE WITNESS: B-e-n, yes.

5 THE COURT: Thank you.

6 THE WITNESS: Benson and Hedges. Do you remember that?

7 THE COURT: The cigarette?

8 THE WITNESS: The cigarette.

9 BY MR. MCKENZIE:

10 A: A little bit about myself. I'm a retired Yankee. Born
11 below the Mason-Dixon line. Worked above the Mason-Dixon
12 line. Retired below the Mason-Dixon line. My wife and I came
13 down here in August of 2016. I moved out of New Jersey. We
14 moved out of New Jersey. She was a native New Jerseyian.

15 Q: Okay.

16 A: I'm a retired mechanical engineer. I worked in the
17 nuclear field, but I am retired, and I was retired when I came
18 here.

19 Q: Okay. And -- and do you own lots in Palmetto Air
20 Plantation?

21 A: I do. Yes, sir.

22 Q: You do?

23 A: We both did. My wife owned a lot. Actually, my wife
24 owned two lots, and -- and Joe Witt was kind enough to give us
25 the same deal that he gave Mr. Bevier, where he combined the

BYRON LEE BENSON - DIRECT BY MR. MCKENZIE

1 two lots so that we paid one and a half times instead of two
2 times.

3 Q: I gotcha. So you --

4 A: And I owned the lot across the street.

5 Q: Okay. So you're a property owner?

6 A: Yes, sir.

7 Q: Are you currently on the Board of Directors for the
8 homeowners' association?

9 A: I am, yes, sir.

10 Q: And what is your -- what is your -- do you have a -- do
11 you hold an office or are you just on the board?

12 A: I'm just on the board. I don't hold an office. No, sir.

13 Q: Do you remember the board sending out a statement of fees
14 to Mr. Bevier?

15 A: Yes, sir.

16 Q: With regards to the homeowners' association?

17 A: Yes, sir, I do.

18 Q: I'll show you that.

19 A: Yes, sir, I remember this.

20 Q: Okay. And is that a copy of the statement that was sent
21 to him for the -- just the homeowners' association dues that
22 were due for the homeowners' association?

23 A: It is, dated February 2nd of this year.

24 Q: And how much has he owed since 2017? I think he
25 testified he hadn't paid any dues since then, but how much

1 does he owe since 2017?

2 A: Well, the amount due on this is \$8,615.41, but I'm not
3 sure. I'm not sure that that's the correct --

4 Q: Why wouldn't you be sure? That's the statement from
5 Palmetto Air Plantation.

6 A: Well, this is -- but this doesn't tell me from when to
7 when. 7/1/2018 to 2/2/2024, but I know being on the board
8 that there was -- there were monies owed before 7/1/2018.

9 Q: But is that a document that -- was that a document
10 created by the board?

11 A: Yes, it was.

12 Q: Okay. And is that amount is what the document says is
13 how much he owes?

14 A: Yes, sir. 8,615.41.

15 Q: Okay.

16 MR. MCKENZIE: Your Honor, we'd enter this as Plaintiff's
17 Number 10.

18 THE COURT: Any objection, Mr. Bevier?

19 THE COURT REPORTER: It's 11.

20 THE COURT: I think it's Number 11.

21 MR. MCKENZIE: I'm sorry.

22 THE COURT: I'm sorry?

23 THE DEFENDANT: No, ma'am.

24 THE COURT: That's Number 11; is that correct?

25 MR. MCKENZIE: That's correct, Your Honor.

1 does he owe since 2017?

2 A: Well, the amount due on this is \$8,615.41, but I'm not
3 sure. I'm not sure that that's the correct --

4 Q: Why wouldn't you be sure? That's the statement from
5 Palmetto Air Plantation.

6 A: Well, this is -- but this doesn't tell me from when to
7 when. 7/1/2018 to 2/2/2024, but I know being on the board
8 that there was -- there were monies owed before 7/1/2018.

9 Q: But is that a document that -- was that a document
10 created by the board?

11 A: Yes, it was.

12 Q: Okay. And is that amount is what the document says is
13 how much he owes?

14 A: Yes, sir. 8,615.41.

15 Q: Okay.

16 MR. MCKENZIE: Your Honor, we'd enter this as Plaintiff's
17 Number 10.

18 THE COURT: Any objection, Mr. Bevier?

19 THE COURT REPORTER: It's 11.

20 THE COURT: I think it's Number 11.

21 MR. MCKENZIE: I'm sorry.

22 THE COURT: I'm sorry?

23 THE DEFENDANT: No, ma'am.

24 THE COURT: That's Number 11; is that correct?

25 MR. MCKENZIE: That's correct, Your Honor.

BYRON LEE BENSON - DIRECT BY MR. MCKENZIE

1 THE COURT: It is admitted.

2 (WHEREUPON, Plaintiff's Exhibit Number 11, statement of
3 fees due, was admitted into evidence.)

4 BY MR. MCKENZIE:

5 Q: Okay. Mr. Benson, you testified you own -- you own a
6 lot. Your wife owns some lots. You built -- own a home at
7 Palmetto Air Plantation?

8 A: No, sir, we did not.

9 Q: Why have you not built a home?

10 A: You want the simple answer for that?

11 Q: Yes.

12 A: Mr. Bevier.

13 Q: Okay. And why is that?

14 A: Well, we bought three lots when we came down here in '18,
15 and I want to say we bought those lots in November, end of
16 November, beginning of December. I'm sorry, '16, not '18.
17 '16.

18 In 2017, we started planning a home on the larger of
19 those two lots, the lot that -- that Mr. Witt was kind enough
20 to give us a revised homeowners' -- what would you call that?
21 Homeowners' -- one and a half times instead of two times. We
22 had three lots. One across the street was for cover. It kept
23 us insulated from the farm behind. The other two lots were
24 together. We wanted the two lots together so we could put a
25 large home and a hanger on those lots.

1 Q: Okay. And you have not -- you said you've not built the
2 home because of Mr. Bevier?

3 A: Yes, sir.

4 Q: What has caused -- what has he done that caused you not
5 to build the home?

6 A: Well, at some -- at some point in 2017, and I'm not
7 exactly -- I probably have it written down on a calendar, so I
8 could probably go back and give you an exact date. My wife
9 and I were on that lot, on that one and a half lot, and we
10 were laying out a house. We were laying out the foundation of
11 a house. We were trying to determine what trees had to be
12 gone, what we were going to keep, what we were going to cut
13 down.

14 Q: Okay.

15 A: And Mr. Bevier came down the circle with three dogs, a
16 little one, a medium-sized one, and a big one.

17 Q: Okay.

18 A: And --

19 Q: This is in 2017?

20 A: This is in 2017.

21 Q: Were the dogs on a leash?

22 A: No, sir. None.

23 Q: Okay. What happened next?

24 A: Well, there was a -- there's a cut through on that lot,
25 on that particular lot, and there's a -- like, an old woods

BYRON LEE BENSON - DIRECT BY MR. MCKENZIE

1 road that goes right over to the dam, and I'm pretty sure
2 that's a service road for the dam or was a service road for
3 the dam. It might have been left over from construction. I
4 don't know, but that's a manmade dam, manmade body of water.

5 And they come trotting up that woods road and -- and he's
6 about 25 yards behind him. And that big dog -- my wife and I
7 had -- as I recall, we had a rake, a shovel, and a fork. Not
8 a pitchfork, but a -- like, a garden fork. You know, the
9 tines were close together, and we're clearing brush, and we've
10 got a tape measure, and I've got a lopper and whatever, our
11 standard. That's the stuff that we took down there. Okay?

12 So this big dog -- and neither one of us had problems
13 with dogs. Both of us grew up with dogs. This big dog had
14 blood in his eye, and there was no doubt. Now, he wasn't the
15 leader. The little one was the leader. He was about yay big,
16 and -- and he kind of -- he kind of ran the big dog's life.
17 He came right up to us, and he was -- he wanted some blood.

18 And now we're on our property. We're on the lot. We're
19 in the middle of the lot. It's the middle of the day, and the
20 next thing I know, here comes this big dog right behind this
21 little guy. And I said to my wife get behind me, and under no
22 circumstances are you to come in front of me. Stay behind me.
23 If he takes me down, you go to the truck. Don't worry about
24 me. If he's going to take me down, he's going to take me
25 down. You go to the truck. Neither one of us were carrying,

BYRON LEE BENSON - DIRECT BY MR. MCKENZIE

1 so neither one of us had a weapon.

2 This guy -- and I'll point at him because that's who he
3 is -- is about 50 feet now behind the dogs, and he's coming up
4 the road. And I challenged him, and I said, "Who the hell are
5 you?"

6 Now, I'm worried about the dog, but he had the ability to
7 bring the dog back. I mean, they were obviously his dogs.

8 I said, "Who are you and what are you doing on my
9 property?"

10 And he says, "This isn't your property. I walk here all
11 the time."

12 Well, we knew he walked here all the time because we
13 found piles of feces on that road all the time. Every time we
14 were there that one of the things we had to do was shovel the
15 stuff -- shovel the stuff off the road.

16 So this guy and I are standing about 50 feet apart. Now,
17 this is in 2017. So he was a little bit younger then, a
18 little more spry, and he did not call the dog off.

19 And so we kept giving ground, and we gave ground until we
20 were way up the lot, and then they continued to walk out to
21 the dam and they walked across the dam, over to the airstrip
22 and up the airstrip and back to his house.

23 Q: At no time did you witness these dogs on a leash?

24 A: There wasn't. He had no leash.

25 Q: Okay.

BYRON LEE BENSON - DIRECT BY MR. MCKENZIE

1 A: There was no leash.

2 Q: And as far as your understanding of the association rules
3 and covenants, dogs have to be on a leash?

4 A: Well, I definitely know the rules and regs now. I knew
5 them then when I talked to Mr. Witt about this.

6 Q: Okay.

7 A: I did have -- Mr. Witt and I had a conversation about it.
8 He suggested that I file a police report.

9 Q: Okay. And were you and your wife intimidated by the
10 dogs?

11 A: Her, especially.

12 MR. MCKENZIE: No other question, Your Honor.

13 THE COURT: Any questions, Mr. Bevier?

14 THE DEFENDANT: Yes, I've got a few.

15 CROSS-EXAMINATION

16 BY THE DEFENDANT:

17 Q: Now, sir, you testified that every time you would go down
18 to your property, there were feces. If you weren't there, how
19 do you know that feces was from my dogs?

20 A: Well, sir, when you see a pile of feces about that big,
21 it ain't from your little dogs.

22 Q: That's -- that's -- probably not, but how do you know it
23 was my big dog?

24 A: A hundred percent I can't say it was.

25 Q: Did any of the dogs attack you?

BYRON LEE BENSON - CROSS BY THE DEFENDANT

1 A: No. You didn't pull them back.

2 Q: Did you ever see them again off leash?

3 A: Oh, absolutely.

4 Q: Oh, really?

5 A: Oh, yeah really. Yeah.

6 Q: Do you have any proof?

7 A: In fact, it's -- do I have what?

8 Q: Do you have any proof of that?

9 A: Well, I didn't take pictures, if that's what you mean.

10 Q: I --

11 A: And my wife has passed away, so I can't have her as a

12 corroborator, but there were times when we drove in there to

13 do work, and those dogs were off the leash because we had to

14 drive around the house --

15 Q: I remember walking --

16 A: -- and we drove back out.

17 Q: I remember walking through there and meeting you one time

18 with your wife, and I was close to the dogs, and we just

19 continued. Okay? And that was the last time they were off

20 the leash on this property, and that was long prior to this

21 lawsuit. Okay? I made sure they were on leash every time

22 after that, but --

23 A: This was in 2017, sir.

24 Q: When in 2017?

25 A: Early in the year, right in the springtime. This -- this

BYRON LEE BENSON - CROSS BY THE DEFENDANT

1 time of the year.

2 Q: It was before this lawsuit.

3 THE COURT: Mr. Bevier, you're testifying again. So,
4 again --

5 THE DEFENDANT: I'm sorry.

6 THE COURT: -- any questions that you have for --

7 THE DEFENDANT: I'm sorry.

8 THE COURT: -- Mr. Benson.

9 BY THE DEFENDANT:

10 Q: But you asked my question. How did you know it was my
11 dog's feces because we didn't go that way ever again. Okay?
12 Ever again. So if you found feces out there afterwards, it's
13 not my dogs.

14 THE COURT: Mr. Bevier, again, you're testifying. If you
15 have a question for Mr. Benson --

16 THE DEFENDANT: I'm sorry.

17 THE COURT: -- you need to put it in the form of a
18 question.

19 BY THE DEFENDANT:

20 Q: Were you harmed or your wife harmed in any way by my
21 dogs?

22 A: Mr. Bevier, I believe the answer to that is yes, because
23 she was psychologically harmed to the point where when I got
24 in the truck with her 15 minutes later, 10 minutes later,
25 whatever it was, she said we are not building a house here. I

BYRON LEE BENSON - CROSS BY THE DEFENDANT

1 will never live on this piece of property.

2 Q: Do you have any --

3 A: Thank you.

4 Q: Do you have any --

5 A: Thank you.

6 Q: Do you have any proof of that, sir?

7 THE COURT: I mean, his testimony is -- is proof, but --
8 so ask your next question, Mr. Bevier.

9 THE DEFENDANT: I have no further questions of this
10 witness, Your Honor.

11 THE COURT: Okay. Thank you.

12 Any redirect, Mr. McKenzie?

13 MR. MCKENZIE: No redirect, Your Honor.

14 THE COURT: Thank you, sir. You can step down.

15 THE WITNESS: Thank you, Your Honor.

16 MR. MCKENZIE: Your Honor, that's the plaintiff's case.

17 THE COURT: Okay. Mr. Bevier, the plaintiff has rested,
18 if you want to testify or if you have any witnesses that you
19 want to call.

20 THE DEFENDANT: I guess I would just reiterate what I've
21 already claimed.

22 THE COURT: Well, let's have you take the stand because
23 you were not testifying during the direct and the cross.

24 THE DEFENDANT: I see.

25 THE COURT: So we're going to swear you in.

KIM BEVIER, THE DEFENDANT - DIRECT BY THE COURT

1 THE CLERK: Raise your right hand, please. Raise your --
2 raise your right hand. There you go. Tell me your name.

3 THE DEFENDANT: Kim Bevier.

4 THE CLERK: Do you solemnly swear the testimony you're
5 about to give will be the truth and nothing but the truth, so
6 help you God?

7 THE DEFENDANT: I do.

8 THE CLERK: Watch your step again going up on that stand.
9 Okay?

10 KIM BEVIER, being first duly
11 sworn, testified as follows:

12 DIRECT EXAMINATION BY THE COURT

13 THE COURT: I just want to give you an opportunity.
14 Anything else that you want to testify about in addition to
15 what you've already -- the testimony you've given on -- when
16 you were called as a witness for Mr. McKenzie's side.

17 THE DEFENDANT: I want to state my story about why I
18 don't recognize the authority of his homeowners' association.

19 THE COURT: Uh-huh.

20 THE DEFENDANT: Number one, it's not the name. It was
21 created three years after the declarations were recorded, and
22 it was part of a scheme on Mr. Witt's part to not have to pay
23 for the expenses of the common areas or any lots that he was
24 holding that had not yet sold, and he still owns about 15 of
25 them, I believe.

KIM BEVIER, THE DEFENDANT - DIRECT BY THE COURT

1 And according to the covenants, he should be paying the
2 lot fees, which -- which the covenants clearly state, and the
3 covenants apply to land, whether he sells it or not, as he
4 owns it. They apply to the land that he owns. He can't get
5 around that.

6 In the absence of a homeowners' association, he had to
7 create something to charge everybody else lot fees. So he
8 created the plaintiff organization, changed the lot, changed
9 the voting rights, changed several things about the -- the
10 effect of the covenants in order to manage the silence of not
11 paying the lot fees.

12 His agenda is to not pay anymore for the maintenance of
13 Palmetto Air Plantation. So he basically forged documents and
14 filed them in the courthouse establishing the HOA, and then
15 suddenly everybody else has to pay lot fees, but I don't.

16 And then he brought this suit for the trumped-up reason.
17 There's no -- there was no homeowners' association to create
18 to enforce the covenants as recorded, and that's why I don't
19 recognize the authority of Joe Witt out there as our legal
20 homeowners' association.

21 I think that's it.

22 THE COURT: Okay. Any cross, Mr. McKenzie?

23 MR. MCKENZIE: A few questions, Your Honor.

24 CROSS-EXAMINATION

25 BY MR. MCKENZIE:

KIM BEVIER, THE DEFENDANT - CROSS BY MR. MCKENZIE

1 Q: Mr. Bevier, who does the maintenance on the -- on the
2 property on the common areas?

3 A: I believe the association contracts with Joe Witt himself
4 to cut the grass.

5 Q: But the association pays for it, as far as you know?

6 A: I think all the homeowners pay for it except Joe Witt and
7 the company that owns the lots, the 15 lots. They should have
8 paid lot fees over the past 20 years.

9 Q: Do you remember being at the -- the meeting in September
10 of 2000 -- September 2nd, 2004, where the bylaws were
11 approved?

12 A: Of course, I do.

13 Q: And you were there and you voted to approve them?

14 A: I thought -- I thought at that time before I did my legal
15 research that it was okay to delay, he didn't have to have a
16 homeowners' association when he filed the covenants. I later
17 found out that was wrong.

18 Q: But you also agreed at that meeting that the name of the
19 of the association would be Palmetto Air Plantation Homeowners
20 Association, did you not?

21 A: I did, but I didn't know he didn't have the legal
22 authority to do that because your former colleague in your law
23 firm was there.

24 Q: I'm going to hand you the Court of Appeals opinion. It
25 says these covenants run with your property. Do you

KIM BEVIER, THE DEFENDANT - CROSS BY MR. MCKENZIE

1 understand that?

2 A: Yes, I do.

3 Q: And did you appeal that order from the Court of Appeals
4 to the South Carolina Supreme Court?

5 A: My attorney appealed it because they weren't mentioned in
6 my deed. The appeals court said that they can apply even if
7 my deed -- they were not referenced in my deed. I'm not
8 arguing whether they apply or not. I'm arguing that the
9 homeowners' association is not legal and that it was created
10 as a vehicle for Joe Witt to avoid the payment of the
11 maintenance costs.

12 Q: But in September 2004, you voted --

13 A: I thought it --

14 Q: -- this illegal -- according to you.

15 A: I was --

16 Q: Let me ask the question, Mr. Bevier.

17 A: I was deceived at that meeting by the presence of the
18 attorney who had closed the land sale with me.

19 Q: So you were deceived into voting for a homeowners'
20 association in a -- in a -- that governs property in an
21 association that you are a member of?

22 A: And I decided not to be a member anymore after you sued
23 me. And when I began to do the research, that's when I
24 stopped paying lot fees.

25 Q: But the -- but the South Carolina Court of Appeals has

KIM BEVIER, THE DEFENDANT - CROSS BY MR. MCKENZIE

1 stated that these covenants are binding on your property.

2 A: These covenants --

3 Q: So you can't unilaterally just opt out. You understand
4 that?

5 A: The covenants do apply. Your homeowners' association is
6 not legal, and they cannot enforce them.

7 Q: My homeowners' association is not legal that you voted to
8 approve?

9 A: Yes.

10 MR. MCKENZIE: No other questions, Your Honor.

11 REDIRECT EXAMINATION BY THE COURT

12 THE COURT: Anything else you want to tell me, Mr.
13 Bevier?

14 THE DEFENDANT: Yes. From that point of view and why it
15 was so insidious is that the homeowners' association states
16 that it is for the benefit of all the landowners, all the
17 landowners out there, and it was created itself three years
18 after the declarations were recorded.

19 I didn't realize what a deception it had become until
20 later or I would not have -- but even if I have, he has the
21 right to say I want you to be members because you own a lot,
22 and I want you to pay me to take care of it. But it is not
23 the legal homeowners' association.

24 THE COURT: Okay. Thank you, sir.

25 THE DEFENDANT: Am I done?

1 THE COURT: You can step down.

2 All right. Anything you want to say in closing, Mr.
3 McKenzie?

4 MR. MCKENZIE: Your Honor, just that we have provided
5 documentation showing that the -- and this is pursuant to
6 Plaintiff's Number 6. That the -- the defendant has incurred
7 association fines in the amount of \$1,064,200. He's also --
8 we've submitted attorney's fees in the amount of \$44,450, and
9 we also submitted the past dues that he has failed to pay in
10 the amount of over \$8,000.

11 We'd ask the Court to rule that the defendant is in
12 violation of the homeowners' -- the covenants and the
13 homeowners' association, and sanction him appropriately.
14 Again, we did not take into consideration anything past 2017.
15 These are -- this is ongoing violations that are going on
16 today, and had he been assessed that, then honestly, Your
17 Honor, we'd be 3- or \$4 million in the hole.

18 We thought that we were proper in assessing that. He has
19 had every opportunity to resolve this matter. We've taken
20 this case to the Court of Appeals. That's why the attorneys'
21 fees are excessive. There's been an excessive amount of work.
22 We've had to defend numerous motions, frivolous motions from
23 Mr. Bevier himself.

24 And we are here today, Your Honor. The homeowners'
25 association is asking the Court to provide it a judgment in

1 its favor and find that Mr. Bevier is subject to these
2 penalties. Thank you, Your Honor.

3 THE COURT: Mr. Bevier, anything you want to tell me in
4 closing, sir?

5 THE DEFENDANT: Yes, I do.

6 The South Carolina Homeowners Association Act was passed
7 in 2018 to take effect in early 2019. It specifies that any
8 homeowners' association must report their declarations and
9 their bylaws in the courthouse to be enforceable.

10 There are no declarations that name plaintiff that have
11 ever been filed, and they are -- therefore, under the State of
12 South Carolina statute, they are not allowed to enforce
13 covenants. I have a copy of that I can give you here if it
14 would help.

15 THE COURT: I've got it right here in front of me.

16 THE DEFENDANT: Thank you.

17 And as I said, I was duped by the attorney's presence and
18 Joe Witt's insistence that it was legal to create that
19 homeowners' association. I mean, they bet on me being --
20 approving it while I did not know that they had modified their
21 covenants or modified the bylaws to disagree with the
22 covenants at the time, even though I was supplied a copy of
23 it.

24 I ran a busy flight instruction business at that time,
25 and did not have time to read them carefully and object to

1 that. I assumed that I would have realized that from the
2 covenants, but they are not named in the covenants. And the
3 South Carolina Homeowners Association Act says that they can't
4 enforce them if no declaration exists naming them as being the
5 homeowners' association for the land described in the
6 declaration.

7 I think that's it, Your Honor.

8 THE COURT: Okay. Thank you.

9 I'm going to take a close look at this. I will tell you
10 at this point a little bit of my thoughts. This is not a
11 final ruling. I'm going to give you all a -- a formal written
12 order, and I'm going to take a close look at the statute and
13 your documents before I give you a final ruling.

14 You know, I'm really not overly swayed by your argument
15 that you were duped in any way, Mr. Bevier, because you are
16 absolutely sharp as a tack, and so I have a hard time
17 believing that you were duped by the fact that they called
18 this the Homeowners Association instead of the Property Owners
19 Association.

20 So this name difference I don't think has any legal
21 significance specifically because the bylaws refer to the tax
22 map number. The bylaws refer to the plat for this property.
23 So there's no question that this is the entity that applies to
24 this property.

25 As to the timing of this being some three years after the

1 covenants, I don't think that that's illegal and I don't think
2 it's unusual, in that you many times have a developer who
3 develops a piece of property, puts the covenants in place, and
4 no -- no lots have been sold yet. So there are no homeowners
5 to constitute a homeowners' association until such time as you
6 sell some lots and you then have homeowners. I mean, up until
7 that point, all you have is -- is acreage.

8 But again, I'm going to look at the statute carefully
9 before I give you a final ruling on that. I do think that
10 this has been thoroughly litigated at the Court of Appeals,
11 and any argument that this entity didn't have the authority to
12 enforce the covenants could have been made by your very, very
13 well-respected attorney, Mr. Player, who's very astute. These
14 are all arguments that could have been raised at the Court of
15 Appeals and were not, and I think rightly so.

16 The other issue is that this lawsuit is not alleging
17 violations of the bylaws. It's alleging violations of the
18 covenants. So any argument that they switched things up on
19 you I don't think really has any relevance to this, because
20 that's not what they're arguing. They're arguing that you're
21 in violation of the original covenants.

22 Having said that, I am going to look carefully at the
23 bylaws. I'm going to look carefully at the covenants and the
24 statutes before I make a ruling.

25 I will also say candidly that the million-dollar figure

1 gives me some heartburn. That's a lot of money. So I
2 understand that the property owners are probably very
3 frustrated at this point because this has been going on for
4 quite some time.

5 And honestly, I don't think that these -- these do not
6 seem like the most sound legal arguments I've ever heard,
7 frankly, Mr. Bevier, and so that smacks of you're just
8 delaying this in order to kind of be a thorn in everyone's
9 side.

10 So I understand the frustration from the homeowners that
11 you've had to go through this long legal process, and I will
12 certainly take that into account, but \$1 million on this just
13 -- it does, frankly, give me a lot of heartburn.

14 So, again, I'm going to take a close look before I give
15 you a ruling. I will do that in writing. You'll -- you'll
16 get that in the mail. Since you're not represented by an
17 attorney, we're not going to do that through e-filing. We'll
18 actually mail you a copy of that ruling.

19 Once you get that ruling, both sides have 30 days to
20 appeal that to the Court of Appeals. That is a hard and fast
21 deadline.

22 If you wait beyond the 30 days, no judge anywhere can
23 extend that deadline, and it's 30 days from the time that you
24 receive written notice. So if you wait until day 31, nobody
25 can go back and expand that deadline for you. You've lost the

1 right.

2 And that's all I have. So thank you. We're adjourned.

3 MR. MCKENZIE: Thank you, Your Honor.

4 (WHEREUPON, the proceedings ended at 12:59 p.m.)

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6 --- END REQUESTED TRANSCRIPT ---

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) Certificate

County of Florence)

I, the undersigned, Krystal J. Smith, Official Court Reporter for the Twelfth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing pages, numbered 1 through 114, constitute a true, accurate, and complete Transcript of Record of all the proceedings had and evidence introduced in the hearing of the above captioned case, relative to appeal, in the Court of Common Pleas for Clarendon County, South Carolina, on the 3rd day of April, 2024.

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

s/ Krystal J. Smith

Court Reporter

Florence, South Carolina

June 7, 2025

1 PLAINTIFF'S EXHIBITS

2

3 <u>NO.</u>	<u>DESCRIPTION</u>	<u>ID.</u>	<u>EV.</u>
4 1	✓ Plat		14
5 2	✓ Covenants		17
6 3	✓ Board Minutes 9/4/2004		21
7 4	Bylaws		23
8 5	✓ Letter 5/23/2016		26
9 6	Board Minutes 4/4/2017		28
10 7	✓ Letter 3/21/2017		31
11 8	Board Minutes 9/2/2017		33
12 9	Email 9/15/2017		41
13 10	Attorney's Fees		48
14 11	Statement of Fees 2/2/2024		96

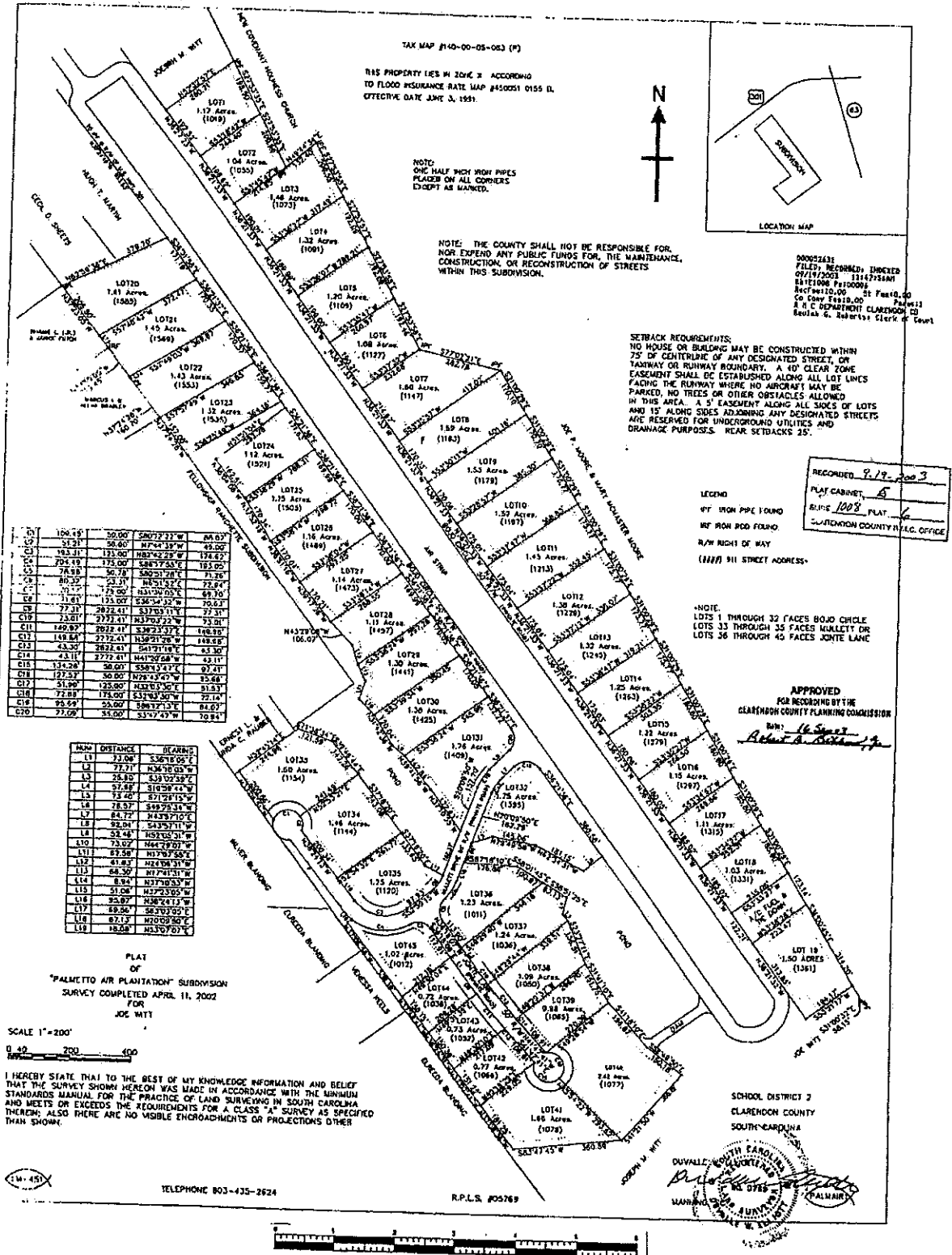
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20 COURT REPORTER LEGEND

21 dashes -- intentional or purposeful interruption
22 or change in thought
23 ellipses . . . trailing off
24 [ph] phonetically written
25 [sic] written as said

PENGAD 800-831-8889

**PLAINTIFF'S
EXHIBIT**



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May 21, 2003

Mr. & Mrs. Kim E. Bevier
706 Greene Street
Camden, SC 29020

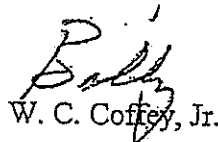
RE: Lots 33 & 34 Palmetto Air Plantation

Dear Mr. & Mrs. Bevier:

It was a sincere pleasure for me to meet Kim on Tuesday concerning your purchase of lots at Palmetto Air Plantation. It is obvious that you have considered this carefully and I appreciate your questions regarding the Restrictive Covenants. I feel that you will be a valued addition to our community and look forward to having you move here.

In accordance with our conversation, I have prepared and enclose herein for your consideration and execution a Contract of Sale on the lots. Hopefully, I have incorporated those provisions that you requested and if you have any questions concerning it please do not hesitate to contact me. Otherwise, if you will be so kind as to execute it and return a signed copy to me I will be glad to record it in the Office of the Clerk of Court of Clarendon County for you and return the recorded copy.

With sincere regards,


W. C. Coffey, Jr.

WCCJr/bau

Enclosure: As Stated

*Sale contract 5-21-03
Closed on sale 9-24-03*

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
PALMETTO AIR PLANTATION
CLARENDON COUNTY, SOUTH CAROLINA**

This Declaration of Covenants, Conditions and Restrictions is made this ____ day of _____, 2001 by MidEastern Truckwash, Inc., a South Carolina Corporation hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of a track of land located south of the right of way of U.S. Highway 301 between the City of Manning and Interstate Highway 95. The property contains approximately 45 lots, private access roads, FAA approved run-way measuring approximately 150 feet by 3,720 feet and 45 residential lots being a portion of Clarendon County Tax Map Parcel No. 223-00-02-005, all of which shall be reflected on a plat of the sub-division prepared by DuValle W. Elliott. The Declarant's purpose is to develop a community for aviation enthusiast that promotes peaceful living, protects investments and provides the use of a private one-way gated entrance and Common Areas for the benefit all Owners.

WHEREAS, the Declarant desires to insure the values and amenities in said development, to prevent future impairment thereof, and to provide for the maintenance of all Common Areas, by subjecting the real property contained in the subdivision together with any additions to said property to the covenants, restrictions, easement, charges, and liens hereinafter set forth each of which is and are for the benefit of the property of each of the Owners.

WHEREAS, the Declarant deems it desirable for the efficient preservation of the values and amenities in said development to create an Owners Association that will be delegated the powers of maintaining and administrating the development properties and facilities and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created by incorporating a non-profit corporation under the laws of the State of South Carolina entitled Palmetto Air Plantation Property Owners Association, Inc.

NOW THEREFORE, the Declarant does hereby declare that all of the property shown as lots 1 through 45, ponds, airstrip, roadways and rights-of-way on a subdivision plat to be prepared by DuValle W. Elliott and recorded in the Office of the RMC for Clarendon County, including Lot 19 of said sub-division as reflected on a plat made by DuValle W. Elliott, dated March 30, 2001, recorded in the Office of the Clerk of Court for Clarendon County, in Plat Book S0050 at Page 571 and shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements and declarations that shall run with real property and be binding on all parties owning any right, title and interests in said real property or part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1.1 **Adjoining Land** shall mean and refer to land contiguous with the Property, whether or not owned by Declarant, which is or may be made subject to this Declaration.

Section 1.2 **Annexation** shall mean and refer to the process by which any portion of the Expansion Property or Adjoining Land are made subject to this Declaration.

Section 1.3 **Architectural Control Committee (ACC)** shall mean and refer to a committee formed to maintain the quality and architectural harmony of improvements to the Development.

Section 1.4 **Architectural Guidelines** shall mean and refer to the guidelines and rules established and supplemented from time to time by the Architectural Control Committee.

Section 1.5 **Articles or Articles of Incorporation** shall mean and refer to the Articles of Incorporation of the Association which will have been filed with the Secretary of State to create the Association.

Section 1.6 **Assessments** shall mean and refer to annual, special and default assessments levied pursuant to this Declaration.

Section 1.7 **Association** shall mean the Plantation Air Plantation Property Owners Association, Inc. (PAP) a non-profit South Carolina corporation.

Section 1.8 **Board of Directors** shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

Section 1.9 **By-Laws** shall refer to the By-Laws of Palmetto Air Plantation Property Owners Association, Inc. Attached to the Declaration and incorporated herein by this reference.

Section 1.10 **Palmetto Air Plantation** shall mean and refer to the planned community created by this Declaration.

Section 1.11 **Common Areas** shall mean any and all real and personal property including roadways, rights of ways, ponds, wetland preservations, and aircraft runways now and hereinafter owned by the Association for the common use and enjoyment of the owners.

Section 1.12 **Declarant** shall mean and refer to MidEastern Truckwash, Inc., a South Carolina Corporation and its successors-in-title and assigns. It is expressly understood and declared that there shall be only one person or legal entity entitled to exercise the right and power of the "Declarant" and Joe Witt is initially designated to be that person.

Section 1.13 **Improvements** shall mean and refer to all buildings and structures, parking areas,

fences, walls, hedges, plantings, pools, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and all other site work including without limitation grading, road construction, utility improvement, removal of trees or plantings, and any new exterior construction or exterior improvement which may be included in the foregoing. "Improvements" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearance. "Improvements" does include both original improvements and all later changes and improvements.

Section 1.14 **Licensor** shall mean and refer to MidEastern Truckwash, Inc., a South Carolina Corporation which owns the runway and will issue licenses for the use of the runway. Lot Owners and their invitees shall be permitted to use the runway without the necessity of a license from the Licensor.

Section 1.15 **Lot** shall mean and refer to any plot of land within the Palmetto Air Plantation whether or not improvements are constructed thereon, which shall constitute a single family dwelling. The ownership of each Lot shall include all the rights, title and interest of an Owner in the Common Property, which shall include without limitation, membership in the Association.

Section 1.16 **Maintenance Fund** shall mean and refer to the fund created by assessments and fees levied pursuant to this Declaration.

Section 1.17 **Members** shall mean and refer to any person or entity holding membership in the Association.

Section 1.18 **Mortgage** shall mean and refer to any mortgage, deed to secure debt, deed of trust, and any and all similar instruments used for the purpose of encumbering real property in this Development as security for the payment or satisfaction of an obligation.

Section 1.19 **Owner** shall mean and refer to the record Owner, whether one or more persons, of the fee simple title to a Lot located within the Development, and entitled to one vote per Lot as a member of the Palmetto Air Plantation Property Owners Association, Inc., but excluding those having such interest merely as security for the performance of an obligation.

Section 1.20 **Plat** shall mean and refer to any plat depicting the subdivision or any lot therein, filed in the Office of the RMC for Clarendon County, State of South Carolina, as such plat may be amended from time to time by the Declarant.

Section 1.21 **Property** shall mean and refer to the Property initially subject to this Declaration and any additional Real Property from time to time subject to these Covenants pursuant to the provisions of this Declaration.

Section 1.22 **Runway** shall mean that property located at the center of the subdivision used for the purpose of aircraft takeoffs and landings.

Section 1.23 Taxiway shall mean and refer to those right-of-ways radiating from the runway or otherwise as shown on the plat for the purpose of providing access for aircraft to and from the runway.

ARTICLE II

The Association

Section 2.1 **Dedication of Common Areas.** Declarant may hereafter convey to the Association certain parts of the property as Common Areas intended for common use by the owners in Palmetto Air Plantation Property Owners Association, Inc.. Such designated areas shall, upon conveyance, be dedicated to the common use and enjoyment of Owners, and their families, guests, tenants, and invitees.

Section 2.2 **Responsibility for Common Area.** Subject to the rights of the Owners set forth in this Declaration, the Association shall be responsible for the management and control of the Common Area dedicated under Section 2.1 above and all improvements in the Common Area (including equipment related thereto), and shall keep it in good, clean and attractive condition and repair consistent with the requirements of a first class residential and recreational community, pursuant to the terms and conditions of this Declaration.

Section 2.3 **Membership.** Every Owner, by virtue of being an Owner and for as long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Lots. No Owner, whether one or more persons, shall have more than one membership regardless of the number of Lots owned, but all of the persons owning each Lot shall be entitled to rights of membership and of use and enjoyment appurtenant to such ownership. The combination of two Lots will be considered a single Lot for membership and assessment purposes. The Articles of Incorporation and Bylaws of the Association may set forth additional classifications of membership, which Members may or may not be Owners.

Section 2.4 **Membership and Voting Rights.** Each Member shall be entitled to one vote per membership. When more than one person holds an interest in any Lot, all such persons shall constitute one Membership. The vote for such Membership shall be exercised as the Owners among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting. Any Owner of a Lot may lease the same and assign his membership right to the tenant, provided that a copy of the Instrument of Assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right of membership. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, and Architectural Guidelines, and the Restrictions and Covenants of the property. The lease shall obligate the tenant to comply with the foregoing and upon the tenants failure to do so he/she may be evicted by the Declarant or the

Section 2.5 Rules and Regulations. The Association from time to time and subject to the provisions of this Declaration, may adopt, amend and repeal rules and regulations, to be known as "Association Rules," governing, among other things, the following:

- a. The Use of Open Space,
- b. The Use of Private Roads,
- c. Collection and Disposal of Garbage and Trash,
- d. The Posting of Maximum Speeds for Vehicular Traffic and Other Traffic Rules,
- e. The Types of Vehicles and Times when any Vehicles (including Commercial Vehicles), may be permitted to use the road within Palmetto Air Plantation or any other area of the property.
- f. The Schedule of Fines for Infractions of the Association Rules or the Project Documents.

Section 2.6 Ownership of Personal and Real Property for Common Use. The Association, through action of its Board may acquire, hold and dispose of tangible and intangible personal property and real property.

Section 2.7 Implied Rights and Obligations. The Association may exercise any other rights or privileges given to it expressly by the Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association under this Declaration or reasonably necessary to effectuate any such right of privilege. The Association shall perform all of the duties and obligations imposed upon it expressly by the Palmetto Air Plantation Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Palmetto Air Plantation Documents where reasonably necessary to satisfy any such duty of obligation.

ARTICLE III

Architectural Control Committee

Palmetto Air Plantation is designed as a private residential community with architectural controls which allows aircraft owners and pilots convenient access to the runway. To insure that the property will be developed harmoniously and that consistency is maintained, an Architectural Control Committee will formulate, review and control a comprehensive landscape plan, street lighting, signs, fencing, parking and site improvements. The initial Architectural Control Committee shall consist of one member, Joe Witt or his designee. In the event of the failure and ability for any reason of Joe Witt to act, the vacancy created shall be filled temporarily or permanently as necessary by his designee. At such time the development is fifty (50%) per cent completed, the above member may relinquish his powers of the Architectural Control Committee to the Owners Association. At that time Joe Witt, may choose to continue his position on the new Architectural Control Committee and two (2) other members shall be appointed by the Board of Directors of the Association. The new Architectural Control Committee shall consist of three (3) members and shall promulgate such rules and guidelines as may be necessary to carry out the purpose of the Declaration.

The Architectural Control Committee shall:

- 3.1. regulate the external design, appearance, and location of the Properties and Lots and any improvements thereof.
- 3.2. adopt architectural guidelines and programs consistent with covenants and restrictions.
- 3.3. inspect for compliance with these guidelines.
- 3.4. adopt procedures for the exercise of its duties.
- 3.5. maintain complete and accurate records of all actions taken.

Notwithstanding anything to the contrary contained herein, the Architectural Control Committee or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application of enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the community.

ARTICLE IV

Architectural Guidelines and Rules

Section 4.1 Land Use. All Lots shall be used for residential purposes only and common recreational purposes auxiliary thereto and for no other purpose. No Lot shall be used a right-of-way, street or road, or access to any property not included within the Properties of this Development without the consent of the Declarant. Only one family may occupy a Lot as a principal residence at any one time. No structure, except as herein provided shall be erected, alerted, placed or permitted to remain on any Lot other than one (1) detached single family dwelling or residence. Such accessory buildings or hangar may not be constructed prior to the completion of the dwelling unless waived by the ACC and then limited to a one year completion deadline. Furthermore the accessory building or hangar shall comply with all other restrictions contained herein for the main dwelling, including, but not limited to, exterior requirements, setback lines and permanent foundations. A guest suite or a like facility may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling. Furthermore, no airplane hangar shall be used as a residence without the consent of the Declarant or Board of Directors of the Homeowners Association.

Section 4.2 Partition of Combination of Lots. No Lot shall be subdivided or its boundary lines changed except with prior written approval of the Declarant. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots. Declarant's consent shall be conditioned upon payment by the Owner or Owners concerned of all expenses incident to giving the consent, including legal and accounting fees. Every agreement and recorded instrument for combination of Lots shall make

adequate provisions for the adjustment of voting rights and liability for payment of assessments appurtenant to or imposed upon such Lots. Whether combined or unchanged, each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights and interests created by law or this Declaration, including the membership in any association and all the rights thereof.

Section 4.3 Commercial Businesses Prohibited. No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing the Declarant from erecting and maintaining facilities of a commercial, recreational or community nature or facilities incident to the use of the runway, taxiway and easements. This should not exclude any home office, but no customer, clients, or patients can be seen on residential premises. Also, this should not exclude work done on non-owned aircraft so long as such work is done inside a hangar and the completed aircraft conforms with all requirements as set forth in these covenants. No one, other than the Declarant, can allow the use of the airport or runway for commercial activity or for self-enterprise. 

Section 4.4 Common Area. The Common Area shall be owned by the Declarant or the Association and no Owner shall bring any action for partition or division of the Common Area by acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's right to institute or maintain a partition action or any other action designed to cause a division of the Common Area, and this section may be pleaded as a bar to any such action. Any Owner who shall Institute or maintain any such action shall be liable to the Declarant or the Association, and hereby agrees to reimburse the Declarant or the Association for its costs, expenses and reasonable attorney's fees in defending any such action.

Section 4.5 Architectural Control. No dwelling unit, hangar or other building shall be erected, placed or altered on any Lot until the plans for each showing locations of the units on the Lot and the landscaping plan for the Lot have been submitted to and approved by the Architectural Control Committee. Such plans shall be reviewed as to quality of workmanship and materials, harmony of external design with existing dwelling units and hangars, and as to location with respect to topography and finish grade elevation, and house, hangar and other buildings shall be of similar architectural design, before being approved by Architectural Control Committee or its successor or assigns. No home, garage, hangar or other building may be constructed on any Lot unless such work meets all County Codes then in existence. A copy of the builder or contractor's license must be submitted with construction plans to the ACC.

Section 4.6 Dwelling Size. Each single story dwelling on a Lot shall have a heated square foot area of 2000 square feet minimum. No dwelling unit shall be permitted on any Lot that has a ground floor area of the main structure, exclusive of porches, patios, hangars and garages of less than 1,800 square feet on the first floor for a one and one-half story, split-level, or two story dwellings. All multi-level dwellings shall have a minimum of 2,800 square feet. All house/hangar combinations shall include a minimum of 1,800 square feet of heated living area,

excluding hangar, shop or storage portion of the structure. All structures must be built with eaves and over-hangs and have a residential characteristic. PROVIDED HOWEVER, single family, one-store residential structures of 1,600 square feet may be permitted on Lots 42, 43 and 44 of the subdivision. All dwellings shall contain a place for parking for at least two vehicles in an enclosed garage.

Section 4.7 Location. In order to assure that all structures will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of adjoining dwellings, and similar considerations, the Declarant or the ACC reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any structure, improvements, and utilities upon all Lots and every Lot within the Development; PROVIDED, HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and in any event all buildings (including eaves, decks, patios and steps) shall be constructed beyond the minimum setback lines. All structures shall be located in compliance with the rules and ordinances of Clarendon County Planning Commission.

Section 4.8 Structure Material. Unless specifically otherwise approved in writing by the ACC, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot. No dwelling shall have an exterior surface composed of asbestos siding, exposed concrete block, cinder block, or other similar material. Vinyl siding products will be considered on a case by case basis.

Section 4.9 Kind of Home. No mobile or manufactured homes of any kind, or any home having the same general appearance, shall be permitted on any Lot. No building or structure of a temporary nature: trailer, tent, shack, garage or other out-building shall be erected or maintained on any Lot at any time. Furthermore, no building shall be permitted on any Lot unless it is erected on a solid foundation of brick or masonry from the ground level to the first floor level. PROVIDED HOWEVER, that modular construction shall be permitted with approval of the ACC.

Section 4.10 Driveways. Vehicular driveways and walkways shall be constructed of concrete, brick, asphalt or reconstituted rubber services. If any driveway is to cross a drainage ditch, the Owner shall be required to install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the Lot.

Section 4.11 Drainage. No Owner shall do or permit any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved in writing by the Declarant, and except for the rights reserved to Declarant to alter or change the drainage patterns.

Section 4.12 Continuity of Construction. All structures approved by the ACC must be completed insofar as the exterior finish is concerned within 12 months from the date of issuance 40

of a building permit for said structure. The ACC may waive this requirement if construction delays have been caused by strikes, war, fire, or Acts of God which render the completion of construction within such time impossible. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, unless an exception is granted in writing by the ACC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days or if construction is not completed within required 12 month period, then after notice and hearing as provided in the By-Laws, the ACC may impose a fine of not less than One Hundred (\$100.00) Dollars per day on the Owner of the Lot. Furthermore, prior to occupancy of the dwelling or within one year after the issuance of a Building Permit, the Lot Owner shall have his property sown in grass and have planted foundation landscaping around the dwelling and other accessory buildings in accordance with the proposed landscaping plans previously submitted and approved.

Section 4.13 Reconstruction. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; PROVIDED HOWEVER, that any such reconstruction must

be commenced within 3 months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within 2 months of such destruction.

Section 4.14 Construction Traffic. Construction traffic is prohibited on the Common Area runway, and tie down areas. The failure of a Lot Owner to prevent construction traffic associated with his Lot from entering upon the Common Area runway, and tie down areas shall make that Lot Owner liable for any necessary repairs caused by construction traffic upon these areas. Lot Owners shall specifically include a clause in their construction contracts prohibiting contractor equipment from entering upon the Common Areas, runway, taxiway, and tie down areas.

Section 4.15 Hangar Specifications. Each Lot adjoining the taxiway right-of-way may have a hangar for the storage of private aircraft. Such hangars, if constructed, must be compatible in appearance with the residential unit. The hangar must be a fully enclosed building with approved and operational doors which do not face the street. No T-Hangar shall be constructed and all separate hangars must be rearward of the mean center line of the house and away from the street side of the Lot. Free standing hangar shall not exceed 3,600 square feet of interior space, including workshop, restroom, storage area and any other purpose. The hangar may be built before the dwelling house only when permitted by the ACC, but substantial completion of the dwelling insofar as the exterior finish is concerned must be accomplished within 12 months from the date of the issuance of the Building Permit for hangar structures.

ARTICLE V

Restrictions and Covenants

Section 5.1 Failing to Comply. In the event the Owner of any Lot shall fail to comply with any of the below mentioned criteria, or fails to maintain the premises and the exterior of the improvements situated thereon, or permits litter and debris to accumulate on his Lot, or allows hedges or other plantings to obscure the view of the street traffic, or fails to comply with any other reasonable fire preventive requirements, the Declarant, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear any Lot of debris, or take any other steps necessary to remove litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations; PROVIDED HOWEVER, that the Declarant, or its agents, shall first give written notice to the Owner of said Lot of its intention to make such repairs or of its intention to perform such clearing, maintenance or rehabilitation work, affording the Owner of said Lot 30 days in which to make said necessary repairs, maintenance, or clearing work. If at the end of this period the work to be performed has not been done by the Owner, then the Declarant, or its agents, shall have the right, as set forth herein, to make such repairs, etc. Nothing herein contained shall be construed to grant to the Declarant or its agents, any right to enter into or inside of any building located on any Lot without the consent of the Owner thereof. Any costs incurred by the Declarant, or its agents, in enforcing and carrying out the performance of this paragraph shall be charged against the Owner of said Lot, and a lien may be created on said Lot until the Declarant, or its agents, has been paid in full for all costs incurred. ✂

Section 5.2 Maintenance. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat and orderly condition and in a good state of maintenance and repair.

Section 5.3 Toxic Disposal Prohibited. Disposal on the site of any substances which may be considered toxic or environmentally sensitive is expressly prohibited. Disposal of any substances which may contaminate the ground water of this subdivision or the surrounding area is prohibited. These substances include, for example, but are not limited to, paints, solvents, cleaning fluids, paint strippers, fuel and oil.

Section 5.4 Unsightly Materials Prohibited. No rubbish, garbage, debris, junk, junk vehicles, or unsightly material shall be deposited on any of the Lots at any time except building material during the course of construction on the site. All rubbish, waste, or garbage shall be kept in sanitary containers, and shall be removed from the premises at least once a week. No dismembered aircraft parts nor nonoperative aircraft are to be left about the premises.

Section 5.5 Hazardous Activities. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance on the Common Areas or any other Lot without the prior written consent of the Declarant or the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which would result in the

cancellation of insurance on any part of the Common Areas, or which would be in violation of any law.

Section 5.6 Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 5.7 Outside Toilets. Outside toilets or privies are expressly prohibited, except where required for construction purposes.

Section 5.8 Wall Hangings. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Dwelling or exterior buildings which may adversely affect the appearance of Palmetto Air Plantation without the prior written approval of the Architectural Control Committee.

Section 5.9 Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Development and including full compliance by them with this rule and with all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing any recreational facility. In order to control the overall appearance of the community, no swing sets, play sets, sandboxes, basketball backboards, tree houses, animal houses or animal pens shall be erected so as to be visible from any roadway or adjoining property, unless approved in advance by the ACC.

Section 5.10 Pets. Pets and other animals shall neither be kept nor maintained in or about the properties except in accordance with the following. Commercial breeding or feeding of horses, cattle, goats, hogs, sheep or poultry; the operation of a commercial dairy; dog boarding kennel or veterinary hospital; and the operation of a commercial livery or boarding stable for horses; or a riding academy; and the keeping of any hog or milk cow or horse, are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a limit of three (3) domestic animals (canine or feline) for family pleasure, provided that domestic animals must be restrained by fence or other appropriate protective restraint. This restraint should be from the farthest possible point from the adjoining property, and all appropriate measures must be taken by the Lot Owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Noisy animals, such as incessantly barking dogs, must be controlled by their Owners. No pet shall be permitted outside of its Owners Lot unless attended by an adult or child of more than ten (10) years of age and said pet must be on a leash of reasonable length. At no time are any unattended domestic animals or pets allowed on the runway or taxiway easements.

Section 5.11 Noise. No Owner shall make or permit any disturbing noises on their Lot by himself or his family, servants, employees, agents, or visitors, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners. There shall

be no discharging of firearms or fireworks on the premises.

Section 5.12 Electronic Equipment. No electronic equipment may be permitted in or on any Lot which interferes with the television or radio reception of another Lot.

Section 5.13 Satellite Dish. No awning, canopy, shutter, enclosure, satellite dish or other projection shall be attached to or placed upon the outside wall or roof of any structure or on the Lot, except by the approval of the Architectural Control Committee. Small, inconspicuous satellite dishes will be most compatible. *

Section 5.14 Vehicles and Parking. No Owners vehicles shall be parked on any street. No boat, motor home, travel trailer or any other recreational vehicle or commercial truck may be stored outside over night on any Lot for a period of more than seven (7) days. Furthermore, no wrecked or junked motor vehicle or vehicles without current licence plates shall be placed upon the premises and no commercial vehicles shall be parked overnight in the subdivision without the consent of the ACC. No motor vehicle or aircraft of any kind, at any time, shall be parked or tied down on any of the taxiways or runways, roadways or right-of-ways except when permitted by the Architectural Control Committee.

Section 5.15 Fuel Storage. It is acknowledged that the Declarant will establish a fuel area between Lot 18 and Lot 19 at the end of the runway. Except for that designated area, no bulk storage of flammable, combustible or explosive fluids, chemicals or substances shall be allowed in any Dwelling, or on any Lot, or on the Common Areas, except that small quantities of fuels used for common activities such as lawn mowing, BBQ grills and other like activities may be kept when stored in a manner which minimizes the risk of fire or explosion. Lot Owners may not store bulk quantities of fuels used for aviation purposes on Lots or in buildings. Aviation fuels may be available in connection with the facility located adjacent to the runway.

Section 5.16 Fences and Hedges. The erection or installation of fences and hedges may be permitted with the consent of the Architectural Control Committee which shall directly control the location and type of said facility. No barbed wire fencing will be permitted at any time. *

Section 5.17 Signs. No signs of any character shall be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot, or Common Area, without the written permission of the ACC. The ACC shall have the right, in its sole discretion, to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Declarant and Lot Owners, however, may post temporary "For Sale" or "For Rent" signs on the Properties and these signs must be approved before being put on any Lot. No sign shall be attached to any tree or shrubbery. All signs must be professionally lettered, and may not contain the price of the house or Lot. Furthermore, signs used by a builder during construction or informational signs by the Declarant shall be allowed.

Section 5.18 Clothes Lines. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in an area with a substantial exposure to view from any other Lot or street. Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when substantially protected from view of screening or fencing approved by the Architectural Control Committee.

Section 5.19 Flag Poles. Flag Poles are permitted, provided the pole is not more than 15 feet in height, unless otherwise approved by the Architectural Control Committee.

Section 5.20 Antennas. No radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on a Lot unless the location, size, and design has been approved by the ACC. Said antennae or equipment shall be subject to FAA and FCC regulations concerning obstructions placed in the vicinity of airports. Furthermore, all electrical, telephone, and other utility lines shall be run underground.

Section 5.21 Outdoor Lighting. One or more hospitality light standards, of a design approved by the ACC, may be located within the front yard of any Owner's property. Any outdoor lighting positioned and installed by a Lot Owner shall be of such a nature and type so as not to present a hazardous or confusing condition to night air operations which may be conducted from said airport and be shaded so as not to create a nuisance to any other Lot Owner.

Section 5.22 Mail Boxes. Each dwelling shall have a standard house number, mail box and paper box with a design and location approved by the ACC.

Section 5.23 Swimming Pools. No non-permanent or "above ground" pools may be placed, maintained or kept on any Lot.

Section 5.24 Wells and Water Removal. No wells shall be drilled, dug or installed except with the approval of the Architectural Control Committee.

Section 5.25 Access. There shall be no overland vehicular access to any Lot except from designated road and taxi-ways lying within the Common Areas. The Declarant, its agents or employees shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Areas, or facilities situated upon such Lot which serve another Owners Lot. The Declarant or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas or another Lot.

Section 5.26 Amendments to Regulations. Reasonable regulations governing the use of the Common Areas and external appearance of all structures erected on the Lots may be made and amended from time to time by the Declarant or the Architectural Control Committee;

PROVIDED HOWEVER, that all such regulations and amendments thereto shall be approved by a majority vote of the Directors of the Owners Association before the same shall become effective.

Section 5.27 Ponds and Waterways. Any Lot not adjoining a pond shall gain access to the pond through Common Areas of the subdivision only. Provided no pond shall be used for swimming or for the operation of motor boats. Boating use shall be limited to canoes, kayaks and small electric driven fishing boats.

ARTICLE VI

Aircraft and Hangar Restrictions, and Parking

Section 6.1 Type of Aircraft. Only conventional, general aviation aircraft shall be permitted. No jet, or ultra light aircraft shall be permitted. The Lot Owners, their heirs or assigns hereby relinquish any and all rights to complain, object or take any legal remedies to stop the function of normal aviation use and related activities in the development. The airplane hangar or tie down space on each Lot shall be limited strictly to private use and only by the Owner of the property or tenant on which

the hangar or tie down space is located except as permitted herein. No person who is not a member of the Association or a tenant of a member of the Association shall be permitted to store, tie down or hangar any aircraft in the subdivision without the consent of the Board of Directors of the Owners Association. The Board of Directors will have the authority to specify the terms and conditions under which a non-member aircraft may be stored, hangared or tied down.

Section 6.2 Airport Hangars. All hangars are subject to the Architectural Control Committee approval, and must be architecturally compatible with the primary structure on the Lot. All aircraft hangars must be constructed in conjunction with or subsequent to the construction of a residence. Hangars may be detached from or attached to a primary structure in accordance with local building regulations.

Section 6.3 Two or More Aircraft. If two or more aircraft are owned by Lot Owner, one aircraft, not stored in the hangar, may be secured with tie downs adequate for the size and weight of the aircraft. Until a dwelling and hangar are under construction or built, no aircraft shall be tied down on the Lot unless approved by the ACC. The one tied-down aircraft must be in airworthy condition as defined by the current Federal Aviation Regulations (FAR's) except as permitted by the Board of Directors in writing. The tied out aircraft must be in a good state of repair and appearance.

Section 6.4 Unattended Aircraft. No aircraft shall be parked on any part of the runway, taxiway or easements and all aircraft parked or left for any period of time unattended within Lots shall be securely tied down. If any aircraft is found within any Lot, not tied down and

unattended, the Board of Directors or its agents may, but are not obligated to, secure it at the expense of the Owner of said aircraft.

Section 6.5 Run-ups. "Run-ups" and testing of engines within residential areas should be limited to the hours of 8:00 am and 6:00 pm. But in any event the "run-up" shall not be done in such a manner as to cause inconvenience or damage to the property of others. This shall not prohibit normal take offs and landings at any time.

Section 6.6 Stunt Flying. No low-level flying stunts nor other hazardous activities will be permitted about the subdivision. Each Owner is required to strictly observe all Federal, State and Local Statutes, Regulations or Ordinances relative to the operation of civil aircraft.

Section 6.7 Speed Limits. Aircraft shall taxi at less than 15 miles per hour on all taxiways. Pilots are cautioned to avoid increasing engine RPM to high levels as part of our noise abatement program and to avoid blowing sand and dirt on following aircraft and in residential areas.

Section 6.8 Taxi-Way Courtesy. Moving aircraft shall have the right-of-way at all times. Automotive traffic must yield at all taxiway crossings and on dual purpose streets. No taxiways other than those designated by Declarant as combination street/taxiways shall be used by any vehicle other than aircraft or aircraft service vehicles, unless pursuant to a valid access permit granted by the Association. No aircraft shall have a right-of-way on taxiways, and all aircraft on taxiways must anticipate use of passing areas for approaching aircraft.

Section 6.9 Commercial Business. No commercial aircraft business shall be permitted on a Lot. This should not exclude work done on non-owned aircraft so long as such work is done inside a hangar and the completed aircraft conforms with all requirements as set forth in these covenants.

Section 6.10 Storing Parts. There shall be no storage of dismantled or disabled aircraft on the Lots or the Common Areas. Aircraft being repaired and aircraft parts must be kept within an enclosed hangar building which has been approved by the Architectural Control Committee. Parts of aircraft, including but not limited to; fuselages, wings, engines, horizontal and vertical stabilizers, ailerons, rudders, landing gear and spare parts may not be stored in yards where visible from the street, taxiway, or adjoining Lots, but must be stored inside the hangar or other building approved by the ACC.

ARTICLE VII

Runway Assurances and Operations

Section 7.1 Operation. Every Lot Owner or Lessee or Grantee of any property now or hereafter subject to this Declaration by acceptance of a Deed, Lease or other Conveyance thereof hereby agrees the runway and taxiway shall remain and be maintained as such until such time as at least eighty (80%) per cent of the members and Declarant consents to its dissolution or

operation is interrupted or terminated by Local, State or Federal authority.

Section 7.2 Complaints. As this is an aviation community, Owners understand, and agreed, that Lot Owners, their heirs, or assigns relinquish any right to complain, object, or take any legal remedies to stop aviation related activities in the Development.

Section 7.3 Control of Runway. The Licensor, MidEastern Truckwash, Inc., shall have the right to control the use of the runway and taxiway and may prohibit the use of the runway or taxiway by any aircraft deemed unsafe to either the life or health of individuals or the condition and maintenance of the field by virtue of its size, design or state of repair.

Section 7.4 Withholding of Use. The Declarant or the Association shall have the right to withhold from, restrict, or recharge an individual assessment for the use of the Common Area, including the runway, to any Owner:

- a) Who is in default in the payment of any assessment fee; or
- b) Who, in the judgment of the Declarant or the Owners Association, uses the Common Areas or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or
- c) Who, in general, violates the published rules and regulations of the Association.

ARTICLE VIII

Easements and Setbacks

Section 8.1 Setback Requirements. No house or building may be constructed within 75 feet of the centerline of any designated street, or taxiway or runway boundary. A 40 foot clear zone easement shall be established along all Lot lines facing the runway where no aircraft may be parked, no trees or other obstacles allowed in this area. A 5 foot easement along all sides of Lots and along sides adjoining any designated streets are reserved for underground utilities and drainage purposes. All setbacks and side Lot lines shall be in compliance with the rules and regulations of Clarendon County Planning Commission and Architectural Control Committee.

Section 8.2 During Construction. During the development period, the Declarant or its agent reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Declarant or its agent shall restore the affected property to its original condition as near as possible. The Declarant or its agent shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Declarant or its agent, any emergency exists which precludes such notice. The Declarant or its agent, however, in the exercise of such easement rights shall not disturb any living dwelling or other substantial

improvement upon any property.

Section 8.3 Maintenance. In order to implement effective insect and woods fire control, the Declarant reserves for itself and its agents the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the ACC for such plan), such entry to be made (at the expense of the Owner of the Lot), by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance shall not be deemed a trespass. The Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

ARTICLE IX

Insurance

Section 9.1 By the Declarant or Association. The Declarant or Association or its duly authorized agent shall have the right and power to obtain insurance to the extent reasonably available for all improvements on the Common Areas against loss or damage in an amount sufficient to cover 100 percent (100%) of the replacement cost of any repair or reconstruction work in the event of damage or destruction from any reasonable hazard. The Declarant may also obtain a broad form public liability policy covering all Common Areas. In the event of damage or destruction to property insured by the Declarant by fire or other casualty, the Declarant or its agent shall, upon receipt of the insurance proceeds contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly enjoyed. In the event the insurance proceeds are insufficient to pay all costs of repairing or rebuilding of such destroyed improvement, the Declarant or its agents shall levy a special assessment against all Owners to make up such deficiency. In the event the insurance proceeds exceed the cost of repair, the excess proceeds shall be distributed to the respective Owners and Mortgagees as their interests appear.

Section 9.2 Liability Insurance by Declarant or Association. The Declarant or Association shall have the right and power to obtain a comprehensive policy of public liability insurance insuring the Association and its Members for all liability for property damage, bodily injury or death in connection with the operation, maintenance and use of the Common Area within Palmetto Air Plantation.

Section 9.3 By the Owner. It shall be the individual responsibility of each Owner to provide, as he sees fit, insurance on the improvements on his Lot in the event of damage or destruction

from all reasonable hazards. Each Owner shall provide as he sees fit homeowners liability insurance, theft and other insurance covering personal property damage or personal liability loss.

Section 9.4 Aircraft Liability Insurance. Every Owner or user of an aircraft which is based on the Property shall provide the Licensor or the Association or their agent with a current Certificate of Insurance for aircraft liability before they can use the runway. Failure to provide the Certificate of Insurance and to maintain such insurance shall result in the automatic suspension of the Owner or user's right to use the Common Area including the runway.

ARTICLE X

Maintenance Assessments

Section 10.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges as provided in this Declaration for the purpose of funding the maintenance fund.

(b) Special assessment for capital improvements and other purposes as stated in this Declaration; such annual and special assessments to be fixed, established and collected from time to time as provided below.

(c) Default assessments which may be assessed against an Owner's Lot pursuant to this Declaration or the Palmetto Air Plantation Homeowners Associations Rules or Regulations or because the Association has incurred an expense on behalf of the Owners under the Association Documents. The annual, special and default assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 10.2 Purpose of Assessments. The assessments levied by the Association shall be used

exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of Palmetto Air Plantation and for the improvement and maintenance of the Common Area, including but not limited:

(a) to keep the Common Areas clean and free from debris and to maintain any amenities located thereon in a clean and orderly condition, to maintain the landscaping thereon in accordance with the highest standards for private parks including any necessary removal and replacement of landscaping, and to repair, replace, and provide for additions to the improvements as stated in the

Declaration or Association Documents.

- (b) to pay all taxes, if any, levied against the Common Areas and any properties owned by the Association.
- (c) to install and maintain any light fixtures along roads and streets in the Development to provide street lighting therefore, as may be approved by the Association.
- (d) to erect and maintain entrance signs at the entrances to the Development and signs on the Common Areas, said signs to be of standard construction and quality.
- (e) to pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability insurance carried by the Association pursuant to the By-Laws.
- (f) to provide such security services as may be deemed reasonably necessary for the protection of the Common Areas from theft, vandalism, fire and damage from animals.
- (g) to provide such garbage removal services as may be approved by the Association for all Lots.

Section 10.3 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except the Board may provide for a reduced assessment to be paid by those Lot Owners whose property is undeveloped. PROVIDED HOWEVER, the Owners of undeveloped Lots are assessed on a uniform basis. All payments shall be applied first to cost, then to late charges, then to interest and then to delinquent assessments.

Section 10.4 Effect of Non-payment of Assessment; Lien; Remedies of Association. Any Association installment, whether pertaining to an annual, special or default assessment, which is not paid within thirty (30) days of its due date shall be delinquent. In the event that an assessment installment becomes delinquent, the Association, in its sole discretion may take any or all of the following actions:

- (a) Assess a late charge of at least fifteen percent (15%) per delinquency.
- (b) Suspend the voting rights of the Owner during any period of delinquency.
- (c) Accelerate all remaining assessment installments for the fiscal year in question so that unpaid assessments for the remainder of the year shall be due and paid at once.
- (d) Bring legal action against any Owner personally obligated to pay the delinquent installments.
- (e) File a statement of lien with respect to the Lot, and foreclose as set forth below:
The Association may file a statement of lien by recording with the Clerk of Court's Office of Clarendon County, South Carolina, a written statement with respect to the Lot, setting forth the

name of the Owner, the legal description of the Lot, the name of the Association, and amount of the delinquent assessments then owing, which statement shall be duly signed and acknowledged by the President or Vice-President of the Association or by the Manager, and which shall be served upon the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner. Thirty (30) days following the mailing of such Notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for foreclosure of mortgages under the statutes of the State of South Carolina. Such lien shall be in favor of the Association and shall be for the benefit of all other Owners. In a foreclosure action, the Association shall be entitled to recover as a part of the action the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

Section 10.5 Subordination of the Lien. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. The lien of the assessments shall be superior to and prior to any homestead exemption provided now or in the future by laws of the State of South Carolina. No sale or transfer of any Lot pursuant to a decree of foreclosure or by a Public Trustee's foreclosure or any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a first mortgage shall extinguish the lien of such assessments as to installments which become due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Lots as a common expense at the direction of the Board of Directors. No sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of any assessments made after the sale or transfer.

ARTICLE XI

Duration and Amendments

Section 11.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and restrictions, in whole or in part, or to terminate the same.

Section 11.2 Amendments. So long as the Declarant owns twenty-five (25%) per cent of the unsold Lots in the subdivision it shall have the right and authority to modify and amend these covenants and restrictions without liability or notice or joinder of any other party provided such modifications and amendments do not violate the ordinances of Clarendon County Planning

Commission. Subsequently amendments to this Declaration may be adopted by the membership of the Property Owners Association in the same manner and upon the same vote as required for amendments to the By-Laws of the Property Owners Association.

Section 11.3 Effective on Recording Any Modification or Amendment. Shall be immediately effective upon recording in the R.M.C. Office for Clarendon County, South Carolina, a copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant, as required), together with a duly authenticated Certificate of the Secretary of the Board stating that the required number of consents of Owners were obtained and are on file in the office of the Association.

ARTICLE XII

Enforcement of Covenants

Section 12.1 Violations Deemed a Nuisance. Every violation of this Declaration of Covenant is deemed to be a nuisance is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of these Covenants shall be available.

Section 12.2 Who May Enforce. Any action to enforce these restrictions may be brought by Declarant or the Board of the Owners Association or any Property Owner in the subdivision.

Section 12.3 No Liability. No member of the Board of Directors, Declarant, the Manager, or the Architectural Control Committee or any Owner shall be liable to any other Owner for the failure to enforce any of the restrictive covenants.

Section 12.4 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the restrictions, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the restrictions or the restraint of violations of the restrictions, the prevailing party shall be entitled to recover all costs incurred by it in such action, including reasonable attorney's fees as may be incurred, or if suit is brought, as may be determined by the Court.

ARTICLE XIII

Expansion

Section 13.1 Reservation of Right to Expand. Declarant shall expand the effect of this Declaration to include all of the Expansion Property which the Declarant may choose to add to the subdivision. The Declarant shall have the unilateral right to transfer to any other person this right and to expand by instruments duly recorded. Declarant shall pay all taxes and other

Notary Public for South Carolina
My Commission Expires: _____

W:\PPFILES\CORPORATE\PALMETTO AIR PLANTATION
FILE #010473BB - RESTRICTIONS - COVENANTS

BY-LAWS
OF
PALMETTO AIR PLANTATION HOMEOWNERS ASSOCIATION, INC.
(A corporation not for profit under the laws of the State of South Carolina)

1. Identity:

These are the By-Laws of Palmetto Air Plantation Homeowners Association, Inc., a non-profit corporation existing under the laws of the State of South Carolina, which has been organized for the purpose of maintaining Palmetto Air Plantation Subdivision which is reflected on a plat of the subdivision made by DuValle W. Elliott, RLS, dated 11 April, 2002, designated as Clarendon Tax Map Parcel No. 140-00-05-063-00, which common areas may be conveyed by the developer, Mid-Eastern Truckwash, Inc. to the Homeowners Association and dedicated to the common use and enjoyment of the owners, their families, guests, tenants, employees and invitees.

2. Association Responsibility for Common Areas - Subject to the rights of the Owners set forth in the Declaration of Covenants, Conditions and Restrictions of the Subdivision, the Association shall be responsible for the management and control of the common areas (including equipment related thereto) and shall keep them in good, clean and attractive condition and repair consistent with the requirements of the FAA regarding the landing strip and a first class residential area pursuant to the terms and conditions of the Declarations.

3. Membership - Every Lot Owner, by virtue of being an Owner and for as long as he or she is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owners, whether one or more persons, shall have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and of use and enjoyment appurtenant to such ownership.

4. Classes of Membership - The Association shall have two (2) classes of voting members as follows:

Class A. Class A members shall be all Owners of Lots as shown on the plat previously referenced with the exception of the Developer/Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the Owners among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting. In the absence of such notification, the vote allocated to the lot shall be suspended in the event more than one person or entity seeks to exercise the right to vote. Furthermore, in no event shall more than one vote be cast with respect to any lot and the vote may not be split into fractions or percentages but shall be cast as one whole vote.

Class B. The Class B members shall be the Developer/Declarant and shall be entitled to four (4) votes for each lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or
- b) Fifteen years from the date of these Covenants.

Any agent with written authorization from the Declarant shall be permitted to attend and cast all votes in behalf of the Declarant at any regular or special meeting of Palmetto Air Plantation Homeowners Association.

5. Meetings - Notice must be given to all lot owners in writing at least seven (7) days prior to any regular or special meeting of the Homeowners Association. The Secretary shall maintain a roster of all lot owners and their addresses for the furnishing of notice hereunder. It shall be the responsibility of each lot owner to notify the Secretary of any change in their mailing address. Notice given by the Secretary to the last known address furnished by Clarendon County Tax Assessors Office or any change thereto provided by the owner shall constitute compliance with this section as sufficient notice. A quorum of not less than fifty-one (51%) percent of eligible votes shall be required to conduct business at any meeting of the Homeowners Association. Any Owner of a lot which is leased may assign his voting right to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary of the Association at least twenty four (24) hours before any regular or special scheduled meeting of said Homeowners Association. Any such proxy filed with the Secretary, shall be open for public inspection and shall be retained in the files of said Homeowners Association and attached to and become a part of the minutes of that meeting.

6. Compliance With Document - Each Owner shall abide by and benefit from the provisions of the Declarations of Covenants, Conditions and Restrictions of Palmetto Air Plantation, recorded in the Office of the RMC for Clarendon County on 11 July, 2001 in Deed Book A-444 at Page 26 and these By-Laws.

7. Rules and Regulations - The Association from time to time and subject to the provisions of the Declarations of Covenants, Conditions and Restrictions of Palmetto Air Plantation may adopt, amend and repeal rules and regulations, to be known as the "Association Rules", governing among other things and without limitations:

- a) The use of roads and easements;
- b) The use and maintenance of the landing strip;
- c) Collection and disposal of garbage and trash;
- d) The burning of open fires;
- e) The control of animals;
- f) Parking restrictions and limitations;
- g) The posting of maximum speeds for vehicular traffic and other traffic rules;
- h) Establishment of times or other restrictions when commercial vehicles may be permitted to use any or all of the roads;
- i) The types of vehicles (other than conventionally equipped passenger automobiles) and the times when any vehicle or motorized vehicle or device may be permitted to use the roads within Palmetto Air Plantation or any other area of the property;
- j) A schedule for fines for infractions of the Association Rules or project documents.
 - i) A copy of the Association Rules in effect shall be distributed to each Member of the Association, and any changes in the Association Rules shall be distributed to each

- i) Calling of the roll and certifying of proxies;
- ii) Proof of notice of meeting or waiver of notice;
- iii) Reading of Minutes;
- iv) Reports of Officers;
- v) Reports of Committees;
- vi) Appointment of Chairman of Inspectors of Election;
- vii) Election of Directors;
- viii) Unfinished business;
- ix) New business;
- x) Adjournment.

12. Board of Directors:

- (A) The Homeowners Association shall be governed by a Board of Directors of five (5) members elected by a majority of the members of the Homeowners Association. The Board of Directors will elect a Secretary from its membership. All Board members shall serve without compensation except the Secretary who shall be compensated as determined by the Board of Directors. A quorum of the Board necessary to conduct business shall consist of at least half of the members present.
- (B) The first Board of Directors of the Association and succeeding Boards of Directors, shall consist of five (5) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers, or an employee of a corporate member of the Association.
- (C) All members of the Board of Directors entitled to be designated under the terms of this provision of these By-Laws shall be elected by a plurality of the votes cast at the Annual Meeting of the Members of the Association.
- (D) The first Annual Meeting of the Members the term of the Officers of the three (3) Directors receiving the highest plurality of votes shall be established at two (2) years and the term of office of the other two (2) Directors shall be established at one (1) year. Thereafter, as many Directors of the Association shall be elected at the Annual Meeting as there are regular terms of office of the Directors expiring at such time.
- (E) Meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by majority of the Directors.
- (F) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board.
- (G) A quorum at the Directors' meeting shall consist of the Directors entitled to cast the majority of the votes of the Board.
- (H) The Board of Directors shall manage and direct the affairs of the Association and subject

to any restrictions imposed by law, or the Declaration of Covenants, Conditions and Restrictions or these By-Laws and may exercise all of the powers of the Association subject only to approval by the Owners when such is specifically required of these By-Laws. The Board of Directors powers shall include, without limiting the generality of the foregoing, the following:

- i) To make, levy and collect assessments against members and to use the proceeds of said assessment and to exercise the use of their powers and duties granted unto the Association;
- ii) To maintain, repair, replace and the management of the common areas of the facility wherever the same is required to be done and accomplished by the Association for the benefit of the members;
- iii) To comply with directives of the FAA regarding the landing strip;
- iv) To contract for the management of the common areas and facilities;
- v) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws of the Association and the Declaration of Covenants, Conditions and Restrictions and the regulations hereinafter promulgated governing the use of common property and the runway in the subdivision;
- vi) To pay all taxes and assessments which may become liens against any part of the common areas and to assess the same against the Members and their respective lots;
- vii) To carry insurance for the protection of the Members and the Association against casualty and liability;
- viii) To pay all costs of power, water, sewer or other utility services rendered to the subdivision and not billed to individual residences;
- ix) To employ personnel for reasonable compensation to perform the services required for the proper maintenance of the common areas;
- x) Directors may be removed from office in the manner provided by law for the removal of Directors of South Carolina corporations for profit.

13. Fiscal Management - The provisions for the fiscal management of the Association set forth in the Declaration of Covenants, Conditions and Restrictions shall be supplemented by the following provisions:

- b. The assessments rolls shall be maintained in a set of accounting books in which there shall be an account for each lot owner. Such account shall designate the name and address of the owner, the amount of each assessment against the owner and the amount paid upon the account and the balance due;
- c. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:
 - (1) Common expense budgets which shall include maintenance and operation of the common

elements, landing strip (run-way), landscaping, streets, utility services, casualty insurance, liability insurance and reserves (operating and replacement);

- (2) Proposed assessments against each Member;
- (3) Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before 1 January of each year for which the budget is made.
- (4) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the Members thereof.

14. Amendments to By-Laws - Amendments to these By-Laws shall be proposed and adopted in the following manner:

- (a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting on a vote of the majority of the Directors or by Members of the Association having a majority vote of the number of lots in the subdivision, whether meeting as Members or by instruments in writing signed by them;
- (b) Upon any amendment or amendments to these By-Laws being proposed by the Board of Directors or Members, such proposed amendments shall be transmitted to the President of the Association who shall then call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments. The Secretary shall give to each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the Members;
- (c) In order for such amendment to become effective, the same must be approved by an affirmative vote of fifty one percent (51%).

15. Conflicts - In the event of any conflict between the provisions of the Declaration of Covenants, Conditions and Restrictions and the provisions of these By-Laws, the provisions of the Declaration of Covenants, Conditions and Restrictions shall control.

The foregoing were adopted as the By-Laws of Palmetto Air Plantation Homeowners Association, Inc., a corporation not for profit under the laws of the State of South Carolina at the first meeting of the Board of Directors on _____, 2004.

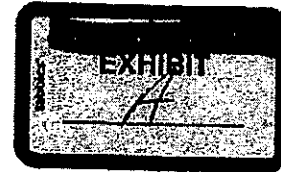
_____(L.S.)
Secretary

WF:FILES/CORPORATE/PALMETTO AIR PLANTATION HOMEOWNERS ASSN-BY-LAWS
FILE #040365BB

#3

**PALMETTO AIR PLANTATION
HOMEOWNER'S ASSOCIATION MEETING
SEPTEMBER 4, 2004**

**PRESENT: JOE WITT
KIM & SUSAN BEVIER
MIKE & JUVY HUIZENGA
BOBBY JONTE
SAM PIERSON**



**GUESTS: BILLY COFFEY
KATHI TISDALE**

**NOT IN ATTENDANCE: BILL & THERESA PAGLIA
PAUL & HELENA PAGLIA
RALPH HESTER
MARK & ANNE HANSON**

JOE WELCOMED EVERYONE TO THE ORGANIZATIONAL MEETING OF THE PALMETTO AIR PLANTATION HOMEOWNER'S ASSOCIATION, AND INTRODUCED BILLY COFFEY, ATTORNEY FOR THE SUBDIVISION.

MR. COFFEY STATED THE PURPOSE OF THE ASSOCIATION WAS TO OFFER GUIDANCE TOWARD THE DEVELOPMENT OF THE SUBDIVISION AND TO MAINTAIN THE COMMON GROUNDS THEREIN ON AN ON-GOING BASIS.

HE WENT OVER THE PROPOSED BY-LAWS (COPIES WERE PROVIDED TO ALL LANDOWNERS PRIOR TO THE MEETING FOR THEIR REVIEW/COMMENTS). AFTER DISCUSSION AND UPON MOTION, SECOND AND UNANIMOUS APPROVAL, THE BYLAWS WERE ADOPTED.

A PRELIMINARY BUDGET FOR THE MAINTENANCE OF THE COMMON GROUNDS AND GENERAL EXPENSES, I.E., ELECTRICITY FOR RUNWAY LIGHTS, GATES, ETC., WAS PRESENTED, A COPY OF WHICH IS ATTACHED TO AND MADE A PART OF THESE MINUTES. UPON MOTION BY SAM PIERSON, SECOND BY KIM BEVIER AND UNANIMOUS APPROVAL, THE ANNUAL ASSESSMENT WAS SET AT \$400 PER LOT. IT WAS AGREED THE FEES WOULD BE PAYABLE YEARLY AND RUN FROM JULY 1ST - JUNE 30TH. IT WAS FURTHER AGREED THE FISCAL YEAR FOR THE ASSOCIATION WILL BE JANUARY - DECEMBER.

JOE APPOINTED SAM PIERSON AND BOBBY JONTE (ONE YEAR TERMS) AND KIM BEVIER AND MIKE HUIZENGA (TWO YEAR TERMS) TO SERVE WITH HIM AS THE INITIAL DIRECTORS FOR THE ASSOCIATION.

UPON MOTION BY MIKE HUIZENGA, SECOND BY SAM PIERSON AND UNANIMOUS APPROVAL, KATHI TISDALE WAS ASKED TO SERVE THE ASSOCIATION AS THE BOARD OF DIRECTOR'S SECRETARY.

JOE GAVE A PROGRESS UPDATE, NOTING THE WATER & SEWER ARE COMPLETED, THE ELECTRICITY IS IN PLACE AND THE TELEPHONE CONSTRUCTION IS SLATED TO BEGIN IN THE NEXT FEW WEEKS.

GENERAL DISCUSSION TOOK PLACE ON THE TYPE OF ROADS TO BE CONSTRUCTED AND TIMEFRAME TO BEGIN. JOE ASSURED EVERYONE WHEN CONSTRUCTION BEGAN, SO WOULD THE CONSTRUCTION OF THE ROADS AND THEY WOULD BE SUFFICIENT TO WITHSTAND THE NORMAL USE ASSOCIATED WITH A RESIDENTIAL SUBDIVISION OF THIS TYPE.

MIKE HUIZENGA ASK THAT A LISTING OF ALL PROPERTY OWNERS AND THEIR ADDRESSES BE SENT WITH COPIES OF THESE MINUTES.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 11:15 A.M.



KATHI TISDALE, SECRETARY

SEPTEMBER 8, 2004

Palmetto Air Plantation Homeowners Association
PO Box 777 Manning SC 29102

05-23-16

Mr. Kim Bevier
1144 Mullet Dr
Manning SC 29102

Dear Mr. Bevier.

I am writing to you on behalf of Palmetto Air Plantation Homeowners Association. The subject matter of this correspondence is in reference to my personal visit with you in your yard just over one month ago on April 20th 2016. It is my extreme desire and also in the best interest of all of the lot owners that we conduct ourselves in such a way that promotes peaceful living within our community. I was in hopes that you would have voluntarily reacted to our conversation about pet ownership and control thereof. The changes as we discussed to adhere to the rules of our association would have negated the necessity of this formality.

I have enclosed/attached for your convenience copies of the various exerts from the recorded documents that deal with this explicitly.

- a. I have from the Homeowners Association By-Laws page 3 and direct your attention to paragraph 6 of that page.
- b. I have from the Covenants, Conditions and Restrictions page 11 and I direct your attention to paragraph 5.10. Pets.
- c. I have from the Covenants, Conditions and Restrictions page 20 and I direct your attention to the complete Article XII. Enforcement

I would like an immediate reply acknowledging receipt of this notification and will also expect compliance in accordance with the documents provided.

Regards

Joseph M Witt, President
Via Email
Certified USPS Manning
Certified USPS Camden

**Palmetto Homeowners Association
Special Called Board Meeting
04-04-17
6:30PM Witt Residence**

A: Call to order

Opening remarks. Apologies. Factual Intention

B: Acceptance of notification method and timeframe as satisfactory given the circumstance of business at hand.

C: Meeting subject to confidentiality. No further outside discussion.

D: Subject of Discussion; Enforcement of certain items of CC&R's as related to combined lots 33 & 34 that are owned by Kim Bevier

- 1) Timeline of correspondence and events from initial contact to purchase through present day.
- 2) Attention to correspondence with our previous attorney to close lot sale reference to CC&R's.
- 3) Method of purchase detail for reference of interaction
- 4) Reference to completion of in-law suite and occupancy prior to completion
- 5) Reference to wife Sue's illness and death
- 6) Reference to Mother in law illness and death
- 7) Reference to committal of Father-in law, moved away and death
- 8) Noting of timeline attempts to get compliance.

F: Letter from attorney retained by President of association board on behalf of the Association. Allowed by CC&R's and By-Laws . Copy of letter on hand.

G: Email correspondence with Kim post attorney's letter for clarification on (non HOA) fuel sales issue. To notify him of current status on legal expenses. Copy on Hand. Share Other various correspondence, texts etc. that lead up to taking action.

H: Discussion

I: Continuance of enforcements.

J: Adjourn

April 2013 got a letter from Kim for a variance for the building of the hangar. Asked again to start with landscaping.

2015 Kim presents plans from Paula Bishop for landscaping. Asked to get underway.

Brought up issue of Large dog with no fence to contain as required in CC&R's. Brought up issue of landscaping in his yard.

Dog issue in 2016, not comfortable with Large Bull Mastiff dog being contained by a invisible electric fence. Dog is strong enough to run through collar shock, batteries could go dead in collar, power failure are all issues that would not keep dog secure.

Late 2016 arose the issue of Kim renting out rooms in home to overnight guest via AirBnB which is a restriction of the CC&R's that does not allow this.

Property is assessed at 417K. Kim has listed at 700K and advertised as rental income from renting out quest suite.

Joe further added that he had sought advice from other business people, builders and other outside members of similar restricted communities. All stated that compliance to CC&R's was vital. Joe also stated that this was not as much personal as it was to protect the community and his investment. To allow non-compliance to one opens the door for others to follow and destroys the integrity of the gated community.

The floor was open for any discussion. At this time, Steve Williams stated that he knew Kim for many years and his time living in the Camden area. Steve stated that many of Kim's business and personal relationships ended up in some type of legal or bad result.

Bob Zambelli made the motion that the board move to continue on the path of legal action to bring Kim into compliance. It was 2nd by Steve Williams. The entire board moved to accept this motion.

Again the confidentiality of the meeting was reiterated and agreed by all present.

This being all discussion, the meeting was adjourned.

Respectfully submitted,

Mitch Gardner – Sec/Treasurer

COFFEY & MCKENZIE, PA
ATTORNEYS AT LAW

WILLIAM C. COFFEY, JR.
STEVEN S. MCKENZIE
JOSEPH K. COFFEY

EST. 1970

2 NORTH BROOKS STREET
POST OFFICE 1292
MANNING, SOUTH CAROLINA
TELEPHONE (803)435-8847
FACSIMILE (803) 435-8915
EMAIL: LAWFIRM@CCMLAWSC.COM

March 21, 2017

Mr. Kim E. Bevier

Re: Palmetto Air Plantation lot No. 33 and lot No. 34

Dear Mr. Bevier:

As you are aware from the annual homeowners association meeting held on March 18, 2017 in which you attended, I have been appointed by the Homeowner's Board as the attorney for the Homeowners Association for Palmetto Air Plantation. I am writing this letter to address concerns that the Board has with certain deficiencies that are ongoing concerns to the Board regarding lot numbers 33 and 34 in which you own. I will address the concerns separately in this letter.

First, it has come to the attention of the board that a business owned by you, Air B&B, has in the past and continues to rent out rooms and/or your home to overnight or weekly guest. This commercial activity is strictly prohibited by the Restrictive Covenants of Palmetto Air Plantation. I would refer you to Article IV sections 4.1 and 4.3 of the Restrictive Covenants. Pursuant to those paragraphs, your home is **NOT TO BE USED** for any commercial endeavor. If you desire to lease your home to a long term lessor, you must submit all pertinent information regarding said lease agreement along with the lessor's information to the Board for prior approval. Otherwise, all commercial activity on lots 33 and 34 will cease immediately. Failure to do so by you will result in the Board seeking a court injunction prohibiting further violations of the Restrictive Covenants. Should the Board have to seek enforcement of these provisions of the Restrictive Covenants against you in the courts, the Board will also seek its costs and attorney's fees to be paid by you for the necessity to bring said action.

Second, you own a large breed dog (bullmastiff). The Board has received complaints that the dog has been seen off of your property and unrestrained. State and County laws prohibit the running at large of dogs. Also, Article V section 5.10 of the Restrictive Covenants prohibits dogs from being unattended and the animal must be on a leash. Section 5.10 also requires that the animal should be restrained by "fence or other appropriate restraint". It is the understanding of the Board that you have installed an

Mr. Kim E. Bevier
March 21, 2017
Page 2

underground electric fence to restrain the animal on your property. The Board does not believe that the measure you have taken to secure the animal is appropriate. I would remind you that South Carolina law places strict liability on owners of dogs for damages/injuries the animal causes individuals or property. Also the Board has received complaints regarding excessive barking from the dog. Sections 5.10 and 5.11 of the Restrictive Covenants addresses the issue of noise and barking animals. You will take steps to immediately remedy these problems with the dog. The Board believes the easiest way to address these concerns is to remove the dog immediately from Palmetto Air Plantation. Should you decide not to remove the animal, then the Board would expect that the excessive barking by the dog would immediately cease. The Board would expect that the dog would be enclosed in a physical fence of no less than five (5) feet in height or a pen that would ensure that the dog would not be roaming free and endanger other residents. I would remind you that all fences must be prior approved by the Board before being built per the Restrictive Covenants. Failure to do any of the aforementioned regarding the dog by you will result in the Board seeking a court injunction prohibiting further violations of the Restrictive Covenants. Should the Board have to seek enforcement of these provisions of the Restrictive Covenants against you in the courts, the Board will also seek its costs and attorney's fees to be paid by you for the necessity to bring said action.

Third, Article IV section 4.12 states in pertinent part: "...within one year after the issuance of a Building Permit, the Lot Owner shall have his property sown in grass and have planted foundation landscaping around the dwelling and other accessory buildings in accordance with the proposed landscaping plan previously submitted and approved." You have previously submitted a landscaping plan that was approved by the Board. Although the plan was submitted and approved, the plan was never implemented by you. Although you have failed to implement the landscaping plan within one year of the issuance of the building permit, the Board in its discretion will forego the \$100.00 per day fine **PER LOT** against you provided the previous landscaping plan submitted by you and approved by the Board is immediately initiated. The landscaping according to the "Paula Bishop" plan submitted by you would be **COMPLETED AND IN PLACE** on lots 33 and 34 by 5:00 p.m. April 21, 2017 (within thirty days). Should you fail to have the landscaping plan in place and in accordance with the plan you submitted within thirty (30) days, the Board will impose a \$200.00 per day (\$100.00 per each lot you own) fine retroactive to one year from the issuance of the building permit for each lot. This penalty is in accordance with Article IV section 4.12 of the Restrictive Covenants.

Finally, the Board and its members have instructed me to inform you that any and all communication regarding the contents of this letter will be with the attorney for the Board only. The Board and its members will not discuss this matter with you and all communication will be through myself. If you have any questions or concerns, you may call me at 803-435-8847. I will be more than happy to discuss these issues with

Mr. Kim E. Bevier
March 21, 2017
Page 2

you either by telephone or in person at my office at No. 2 North Brooks Street, Manning South Carolina.

Sincerely,

Steven S. McKenzie



04/06/2017

Steve,

Please find attached a copy of the minutes and the agenda Joe used for the Special Board Meeting of the PAP HOA called for Tuesday night, 4/4/2017 at 6:30 PM at Joe's House. He asked me to get this information to you. As you can see, the board was totally in favor of continuing down the path of bring Kim Bevier into compliance. Joe also wanted me to convey to you that he observed 2 different AirBnB guests of Kim's on Wed night, 4/5/17, one of which he confronted as they were trying to find Kim's house. He said he wants to pursue bring action I.E. fines against Kim since he has been warned to stop prior to this date. Joe said please call him on his cell phone asap if you could. He will not be back in the office until Monday, 4/10/17.

Thanks,

Mitch Gardner

Palmetto Air Plantation LLC
Post Office Box 777
Manning, South Carolina 29102
(803) 473-2199
Fax: (803) 473-4407

www.palmettoairplantation.com

Email: joewitt@palmettoairplantation.com

**Palmetto Homeowners Association
Special Called Board Meeting
04-04-17
6:30PM Witt Residence**

A: Call to order

Opening remarks. Apologies. Factual Intention

B: Acceptance of notification method and timeframe as satisfactory given the circumstance of business at hand.

C: Meeting subject to confidentiality. No further outside discussion.

D: Subject of Discussion; Enforcement of certain items of CC&R's as related to combined lots 33 & 34 that are owned by Kim Bevier

- 1) Timeline of correspondence and events from initial contact to purchase through present day.
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H: Discussion

I: Continuance of enforcements.

J: Adjourn

Palmetto Homeowners Association Special Called Board Meeting – 04/04/2017

6:30 PM – Witt Residence

Members Present: Joe Witt, Steve Williams, Phil Raker, Janet Winemiller, Bob Zambelli.

Also Mitch Gardner - Sec/Treasurer

Joe called meeting to order. First order of business was to address Bylaws call for 7 days notice of special called board meeting. Phil Raker moved that the board accept this special called meeting. Janet Winemiller 2nd motion. The entire board agreed that it be so moved.

Joe asked that all discussion within the meeting be subject to confidentiality and that there be no further discussion outside of the meeting. All agreed.

Subject of Discussion: Enforcement of certain items of the CC&R's as related to combined lots 333 & 34 that are owned by Kim Bevier.

Joe gave a timeline of the correspondence and events from initial contact to purchase to present day to establish that he has tried diligently to have Mr. Bevier to comply with the CC&R's that he agreed to when he purchased in the development.

May 2003 was the initial meeting with Kim and his wife, Sue to review the CC&R's

Joe stated that he has been the most difficult purchaser to date along with the most controversial and has had the most correspondence.

Sold the 2 lots by way of counter offer of 87K and was owner financed with 4k down to make the deal work.

May 2003 met with attorney to discuss the covenants. Signed a contract of sale in June 2003 with clear reference to all deed restrictions and the CC&R's recorded in 2001.

Sale was executed in late September of 2003.

Early 2005 starts house plan talks. Kim states that they will start building in 2005 as soon as Sue retires from the SC DOR in Columbia. Finishes house plans in Sept 2008. Then starts talks of merging the 2 lots together. Again was referenced about the letters of variance and reference to landscape requirements.

Merger of the lots was not completed until April of 2010 after dodging legal fees and HOA fees. House was built in 2010 with an inlaw suite. The house was never completed and only the inlaw suite was completed to obtain a COO from the planning commission to occupy home. Again asked to start landscaping.

April 2013 got a letter from Kim for a variance for the building of the hangar. Asked again to start with landscaping.

2015 Kim presents plans from Paula Bishop for landscaping. Asked to get underway.

Brought up issue of Large dog with no fence to contain as required in CC&R's. Brought up issue of landscaping in his yard.

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Bob Zambelli made the motion that the board move to continue on the path of legal action to bring Kim into compliance. It was 2nd by Steve Williams. The entire board moved to accept this motion.

Again the confidentiality of the meeting was reiterated and agreed by all present.

This being all discussion, the meeting was adjourned.

Respectfully submitted,

Mitch Gardner – Sec/Treasurer

PALMETTO AIR PLANTATION HOME OWNER'S ASSOCIATION
BOARD OF DIRECTORS | SPECIAL CALLED MEETING
SEPTEMBER 2, 2017 9:00 A.M.

- I. CALL TO ORDER.
- II. ACCEPTANCE OF MEETING NOTIFICATION.
- III. APPROVAL OF MINUTES PRIOR SPECIAL CALLED APRIL 4, 2017. *See Exhibit 101 (a).*
- IV. GENERAL PURPOSE OF MEETING.
 - A. Amend Bylaws. *See Exhibit 101 (b).*
 - B. Bevier Sale. *See Exhibit 101 (c).*
 - C. Letter to Kim Bevier from HOA dated May 23, 2016. *See Exhibit 102.*
 - D. Update on Lawsuit.
 - i. Letter of Notification. *See Exhibit 103.*
 - ii. Lawsuit filed using Amended Complaint. *See Exhibit 104, Items 1-14 & 18-20.*
 - iii. Mediation Process. *See Exhibit 105.*
 - iv. Hearing for Temporary Restraining Order. *See Exhibit 106.*
 - v. Amended full lawsuit. *See Exhibit 107, Items 1-20 & Answer to Complaint.*
 - E. Review of Expenses.¹ *See Exhibit 108.*
 - F. Review Bylaws.
 - i. Forming of HOA.
 - ii. Page 3, Section 7, Subsections e & j.
 - iii. Page 3, Section 8.

¹ Attorney's Expenses, Office Expense, Meeting Preparation Expense, Employee Expense, etc.

iv. Page 6, Section 12, Subsection H, paragraph v.

v. Page 8, Section 15. (*Bevier present?*).

G. Review Covenants, Conditions, and Restrictions.

i. Forming and filing of documents.

ii. Page 1, Paragraph 2.

iii. Article I, Section 1.8.

iv. Article II, Section 2.5, Subsection f and Section 2.7.

v. Article IV, Sections 4.1, 4.12, and 4.15.

vi. Article V, Sections 5.1, 5.2, 5.10, and 5.16.

vii. Article X, Sections 10.1, 10.4, and 10.5.

viii. Article XII, Sections 12.1 and 12.4.

H. Infractions Finds. Determination of Monies Charged.

i. Landscape. Page 8, Section 4.12. (\$100/day).

ii. Build complete to approved plan. Page 8, Section 4.12. (\$100/day).

iii. Partial Premises Renting. Section 4.1.

iv. Pet Restraint. Bylaws Page 3, Section 7, Subsection e. *See Exhibit 109.*

v. Fence Location. CC&Rs Sections 4.7, 5.10, and 5.16.

vi. Pool above ground. CC&Rs Section 5.23.

vii. Default Assessment. \$600 Attorney, \$141.92 Gas Key. CC&Rs Section 12.41. *See Exhibit 110.*

viii. Improvements (House & Hangar) Maintenance. CC&Rs Section 5.2.

ix. Failure to Comply. CC&Rs Section 5.1.

I. Calculate Charges of Infractions.

Hello Steve.

09-05-2017

We had our special called meeting of the board of directors for PAP HOA on Saturday. I have for you all of the details from that meeting of some 6+ hours. Each member was provided an Agenda; a complete set of the CC&R's, a complete set of The By-Laws, and a booklet of exhibits that were referred to throughout the meeting. I have a copy for you of the agenda, a copy of the minutes, and a copy of the exhibits that were referenced on the agenda for this meeting. This is a lot of information to peruse.

The first amendment to the by-laws that Mr. Coffey prepared for us was approved by the board as shown in the minutes so I will need to come to your office to get that document validated and sent in to be recorded with the county records.

Below is my synopsis of the results and directions from the board.

Bevier action:

We need to bill these costs the HOA has incurred to date as provided in the By-Laws and CC&R's. Please advise him that any non-court related costs going forward will also be billed periodically as default assessments in addition to these.

1 The attorney's fees from our last meeting in your office on 08-07-17. 2:00pm to 3:00pm?

2 This special called meeting expense incurred. \$1077.04 (detailed below)

Preparation charges (personnel to prepare docs etc.) METW billed to HOA 16hrs @ \$25.00
\$400.00

Facilities charge for meeting, copies, office supplies etc. METW billed HOA 8hrs @\$ 50.00
\$400.00

Charges for Association secretary at this meeting for 7 hrs. @ \$20.00 \$140.00

Expenditures for supplies, Hill printing & Walmart actual. \$137.04

3 The attorney's fees associated with this notification and service on defendant for the non-court related default assessments directed by the board from this meeting?

In findings from the meeting and as directed the following are default assessments to bill for. These items of direction are subsequent to the findings calculated under section (I) on the agenda and relate to section (H) Finding of infractions. Sub-sections (1) thru (9)

1. Landscaping infractions;

Beginning 03-30-2011 thru 09-01-2017. 2348 days at \$150.00/day. This is a continuing daily accruing assessment and this represents thru 09-01-2017 only. \$307,200.00

(It was determined to charge 100/day per lot for that infraction as the organization document directs not less than \$100/day. Because he is billed for his two combined lots at an assessment 1.5 times the normal rate of assessment it was decided to bill him default assessments related to the real property at that same rate ratio hence the \$150.00/day)

2. Failure to build structures complete to approved plan;

Assessed the same as #1 at \$150/day for 2348 days. This is a continuing daily accruing assessment and this represents thru 09-01-2017 only.

Beginning 03-30-2011 thru 09-01-2017 only \$307,200.00

3. Partial premises renting;

This assessment was determined to be 784 days at \$200/day of rental. We calculated this based on our best knowledge from the information that came out of the temporary restraint hearing as well as his affidavit. This default assessment is based on the period of 7-1-2015 thru 8-22-2017 and is contingent to change only with his providing of complete financial records of him and his wife's banking activity as well as their tax returns during these periods. We would also require the complete records from their Airbnb account. This should include and show the initial contract (non-conforming to their rules) as well as the rent roles from the same. We would also require any other contracts and records from any other rental facilitators or providers and his disclosure of any private rental arrangements.

The period of 07-01-2015 thru 08-22-2017 \$156,800.00

4. Pet Restraint;

The assessment timeframe was determined from his affidavit of acquiring the dog and bringing it to Manning. This is \$100/day and is additionally accruing. I would think this would have an end date with a third party inspection of the premises at his expense. This is \$100.00/day and additionally accruing.

06-01-2015 thru 9-1-2017 823 days \$82,300.00

5. Fence location, Type, failure of approval

This timeframe is based on his affidavit and is contingent on him providing records of purchase and installation. (Would probably conflict with his affidavit) This is \$100.00/day and additionally accruing.

05-15-2016 thru 09-01-2017 475 days \$47,500.00

6. Above ground pool

This timeframe determination came from discussion of observation by the board members and various relevant happenings to establish it. We additionally considered his verbiage used in his various correspondence(s) with me and his published remarks. This assessment changing is contingent on him

providing documentation of purchase and install date. I would think this would have an end date with a third party inspection of the premises at his expense. This is \$100.00/day and additionally accruing.

09-01-2015 thru 09-01-2017 732 days \$73,200.00

7. Default assessments current;

As to item #6 there is multiple findings. For the \$600.00 billed (shown by exhibit 110) it was upheld that it was a properly notified assessment for expenses incurred that is due as allowed in the directions of the organization. It was further determined that this expense was incurred prior to the lawsuit filings and should not be withheld as part of the lawsuit final ruling. It was also determined to be delinquent. As to the \$141.92 it was determined that it be best held separate from any HOA findings against Bevier even though the board would agree to pay the expense. That item was tabled. Subsequent to these findings the following was directed.

- a) \$600.00 due and delinquent
- b) Withhold use of the runway and any common area
- c) Voting rights are suspended until all issues are resolved

8. Improvements maintenance;

After discussion it was determined to be somewhat subjective as to the date to determine an infraction occurred and to what the condition is when that infraction should begin. No action was taken in as much as default assessment penalty. Please warn Bevier about his front porch and steps area as well as his back screened porch door area. After this notification and if there is no attention to this we could revisit this and take action.

9. Failure to comply;

It was determined that the above actions of 1 thru 7 addressed the failure to comply issue at this time.

I would like your opinion as to how we would make these assessments.

i.e. Would we send them to him each individually that each would have to be answered individually? Would we send all the new default assessments collectively then separate notification of the current assessment deemed delinquent (could possibly initiate the first lien filing with this) and then additionally send him a new default assessment bill for non-lawsuit related costs incurred from this action to date?

Our total through 09-01-2017 (not inclusive of your fees of item numbers 1 & 3) is \$975,877.04

I look forward to hearing from you and working through this non court related activity as expeditiously as is possible.

Joe

Joe Witt

From: Steve Mckenzie <smckenzie@ccmlawsc.com>
Sent: Friday, September 15, 2017 6:44 PM
To: Tommy Player
Subject: Default assessments

>

>

> Tommy:

> I am in receipt of your discovery requests and have forwarded them to my client to help in answering the discovery for you. In the meantime, I have attached documents to this email so that you may have a better idea of my client's position and violations of the Restrictive Covenants

>

> The first document is a letter dated May 21, 2003 from Billy Coffey to Mr. Bevier and his late wife. You will note that Billy references the fact that Mr. Bevier and his late wife had questions about the Restrictive Covenants prior to signing the contract of sale. Clearly from that letter, Mr. Bevier and his late wife were aware of the Restrictive Covenants and asked the attorney for the HOA specific questions about the Restrictive Covenants. The Second document is a letter dated June 5, 2003 (again from Billy) providing Mr. & Mrs. Bevier a clocked in certified copy of the Contract of Sale. The contract of sale follows that letter. Mr. Bevier and his late wife signed the Contract of Sale on May 23, 2003. You will note that paragraph 1 of the contract clearly states that lots 33 & 34 are "subject to all of the covenants of record...." the Declarations of Covenants, Conditions and Restrictions of Palmetto Air Plantation were recorded in the Office of the RMC for Clarendon County on July 11, 2001 in Deed Book A-444 at Page 26. Again, the letter from Billy Coffey, the signed Contract of Sale and the recorded Restrictive Covenants clearly prove that your client had actual notice of the Restrictive Covenants and even inquired about them with the HOA attorney prior to signing the Contract of Sale. In your Amended Answer your client admits his property is subject to the Restrictive Covenants.

>

> Prior to your involvement, I wrote Mr. Bevier a detailed letter dated March 21, 2017 (it is attached to this email as well). In that letter, I outlined those provisions of the Restrictive Covenants that Mr. Bevier had been violating.

>

> Pursuant to Article X of the Restrictive Covenants Section 10.1 (c), the HOA may impose a default assessment against the lots of a member because of violations of the Restrictive Covenants. This assessment becomes a lien against the lots and the remedies of the HOA are contained in Section 10.4 of Article X of the Restrictive Covenants. A Special Called Meeting of the HOA was held on September 2, 2017. At that meeting and present for voting were the following HOA board members:

> Joe Witt, Steve Williams, Bob Zambeli, Phil Raker and Janet Winemiller. You will note that Mr. Zambeli and Ms. Winemiller's husband wrote affidavits for your client at the Restraining Order hearing. Based upon your client's admissions in his Amended Answer and his affidavit, the HOA Board has levied the following default assessments against Mr. Bevier (Note these assessments are in addition to damages claimed under the lawsuit):

>

> 1. Landscaping infraction: From 3-30-2011 thru 9-1-2017; 2348 days at \$150.00 per day for both lots. \$352,200.00

>

> 2. Failure to build structures to approved plan: From 3-30-2011 thru 9-1-2017; 2348 days at \$150.00 per day for both lots. \$352,200.00

>

> 3. Renting of premises in violation of Restrictive Covenants: From 7-1-2015 thru 8-22-2017; 784 days at \$200.00 per day. \$156,800.00

>

> 4. Pet Restraint: 6-1-2015 thru 9-1-2017; 823 days at \$100.00 per day. \$82,300.00

Palmetto Home Owners Association
 PO Box 777
 Manning, SC 29102

Statement

Date
3/30/2023

To:
Kim Bevier 1144 Mullett Dr Manning, SC 29102

		Amount Due	Amount Enc.		
		\$5,835.57			
Date	Transaction	Amount	Balance		
07/01/2018	INV #101. Due 07/01/2018. Orig. Amount \$675.00. --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00	675.00	675.00		
07/02/2018	INV #121. Due 07/02/2018. Orig. Amount \$225.00. --- HOA Spl Assesment, 1.5 @ \$150.00 = 225.00	225.00	900.00		
07/01/2019	INV #142. Due 07/01/2019. Orig. Amount \$675.00. --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00	675.00	1,575.00		
07/27/2019	INV #130. Due 07/27/2019. Orig. Amount \$162.00. --- Late Fee, 1 @ \$162 = 162.00	162.00	1,737.00		
07/01/2020	INV #163. Due 07/16/2020. Orig. Amount \$958.50. --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00 --- Late Fee, 1 @ \$283.50 = 283.50	958.50	2,695.50		
11/07/2020	INV #183. Due 11/22/2020. Orig. Amount \$150.00. --- Capital Fund, 1.5 @ \$100.00 = 150.00	150.00	2,845.50		
07/27/2021	INV #206. Due 08/11/2021. Orig. Amount \$1,337.19. --- Late Fee, 1 @ \$512.19 = 512.19 --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00 --- Capital Fund, 1.5 @ \$100.00 = 150.00	1,337.19	4,182.69		
07/07/2022	INV #230. Due 07/22/2022. Orig. Amount \$1,652.88. --- Late Fee, 1 @ \$752.88 = 752.88 --- HOA Annual Assesment, 1.5 @ \$500.00 = 750.00 --- Capital Fund, 1.5 @ \$100.00 = 150.00	1,652.88	5,835.57		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	5,835.57	\$5,835.57

Steve McKenzie

From: Joe Witt <joewitt@palmettoairplantation.com>
Sent: Thursday, March 30, 2023 2:28 PM
To: Steve McKenzie
Cc: Allen Boyd; mgpanos@comcast.net; Steve Zahler
Subject: Bevier information prior to hearing 4-5-23
Attachments: Attorney to Bevier notification.pdf; 1st Board Meeting - Bevier 4-4-17.pdf; 2nd Board Meeting Agenda Bevier 9-2-17.docx; Minutes PAP HOA Spl Called 09-02-2017.pdf; 2nd Board Meeting Minutes Synopsis.docx; Penalty Notification 9-15-2017.pdf; Statement PAP HOA 3-30-23 8996.pdf

Good afternoon gentlemen.

There is a lot of information in the attached documents. I need your detailed attention to these prior to our upcoming scheduled hearing on 4-5-23 proposed at 9:30am. Having us all well informed and on the same page will surely make this hearing better for us, the representatives of the entire Palmetto Air Plantation family. I have attached for your review what I believe to be the pertinent information out of the tremendous barrage of correspondence that you can see dates to 3-21-2017 from our attorney. You can delve further into the meeting minutes to see that there was correspondence from me trying to get non-legal action resolve a few years prior to that.

- 1st document is attorney Steve McKenzie's formal notification of the defaults and proposed forthcoming actions.
- 2nd document is the agenda and minutes of the first special called board meeting regarding the follow up action to the letter of Mr. McKenzie.
- 3rd document is the agenda for the 2nd special called meeting for the purpose of defining the infraction penalties as set forth in the CC&R's and the By-Laws of the HOA.
- 4th document is full version minutes prepared by the secretary from the 2nd meeting.
- 5th document is the meeting minutes synopsis and findings as to the meeting purpose prepared for Mr. McKenzie
- 6th document is the letter of penalty notification from Mr. McKenzie to Bevier's attorney Mr. Player
- 7th document is the current statement from the HOA of unpaid dues, special assessments, and penalties for same \$5835.57. (July 1st left unpaid, will be adding \$1950.40)

Thanks to each of you and our attorney for stepping up to help protect our homes and investments. . Hopefully, we will soon be on the final leg of this journey and have it put to rest.

Regards
Joe

Palmetto Home Owners Association
PO Box 777
Manning, SC 29102

Statement

Date
2/2/2024

To:
Kim Bevier 1144 Mullett Dr Manning, SC 29102

		Amount Due	Amount Enc.		
		\$8,615.41			
Date	Transaction	Amount	Balance		
07/01/2018	INV #101. Due 07/01/2018. Orig. Amount \$675.00. --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00	675.00	675.00		
07/02/2018	INV #121. Due 07/02/2018. Orig. Amount \$225.00. --- HOA Spl Assesment, 1.5 @ \$150.00 = 225.00	225.00	900.00		
07/01/2019	INV #142. Due 07/01/2019. Orig. Amount \$675.00. --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00	675.00	1,575.00		
07/27/2019	INV #130. Due 07/27/2019. Orig. Amount \$162.00. --- Late Fee, 1 @ \$162 = 162.00	162.00	1,737.00		
07/01/2020	INV #163. Due 07/16/2020. Orig. Amount \$958.50. --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00 --- Late Fee, 1 @ \$283.50 = 283.50	958.50	2,695.50		
11/07/2020	INV #183. Due 11/22/2020. Orig. Amount \$150.00. --- Capital Fund, 1.5 @ \$100.00 = 150.00	150.00	2,845.50		
07/27/2021	INV #206. Due 08/11/2021. Orig. Amount \$1,337.19. --- Late Fee, 1 @ \$512.19 = 512.19 --- HOA Annual Assesment, 1.5 @ \$450.00 = 675.00 --- Capital Fund, 1.5 @ \$100.00 = 150.00	1,337.19	4,182.69		
07/07/2022	INV #230. Due 07/22/2022. Orig. Amount \$1,652.88. --- Late Fee, 1 @ \$752.88 = 752.88 --- HOA Annual Assesment, 1.5 @ \$500.00 = 750.00 --- Capital Fund, 1.5 @ \$100.00 = 150.00	1,652.88	5,835.57		
07/01/2023	INV #241. Due 07/31/2023. Orig. Amount \$1,950.40. --- Late Fee, 1 @ \$1,050.40 = 1,050.40 --- HOA Annual Assesment, 1.5 @ \$500.00 = 750.00 --- Capital Fund, 1.5 @ \$100.00 = 150.00	1,950.40	7,785.97		
02/02/2024	INV #267. Due 03/03/2024. Orig. Amount \$829.44. --- Late Fee, 1 @ \$829.44 = 829.44	829.44	8,615.41		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
829.44	0.00	0.00	0.00	7,785.97	\$8,615.41

**COFFEY AND MCKENZIE, PA
ATTORNEYS AT LAW
2 N. BROOKS STREET
MANNING, SOUTH CAROLINA 29102**

To: Palmetto Air Plantation Homeowners Association Inc. v. Kim E, Bevier

3/21/2017	Initial meeting with client	2 hours
3/23/2017	Meeting with client to review documents	2 hours
4/13/2017	Preparation of Summons and Complaint, Motion and Injunction	3 hours
4/17/2017	Filing of the lawsuit with Motion	1 hour
4/24/2017	Filing of Affidavit	1 hour
5/17/2017	Notice of Motion Roster received	1 hour
6/02/2017	Review and receipt of NOA and Affidavit of Def.	1 hour
6/05/2017	Filing of Exhibits and receipt and review of Memo	1 hour
6/06/2017	Attendance at hearing	2 hours
6/09/2017	Receipt and Review of Answer	1 hour
6/28/2017	Amended Summons and Complaint	2 hours
7/07/2017	Amended Answer receipt and review	1 hour
10/25/2017	Receipt and review of Motion to Amend	1 hour
2/02/2018	Attendance of hearing	2 hours
3/20/2018	Receipt and review of Order from hearing	1 hour
3/22/2018	Receipt and review Second Answer and Counterclaim	1 hour
4/04/2018	Depositions	6 hours
4/05/2018	Prep. and filing of Reply	1 hour
6/14/2018	Motion for Partial Summary Judgment (Prep)	2 hours
8/21/2018	Stipulations agreed to by the parties	2 hours
8/24/2018	Receipt and review of memo of in opposition	2 hours
12/13/2018	Prep. Order for Partial Summary Judgment	2 hours
12/17/2018	Filing an Order for Summary Judgment	1 hour
12/21/2018	Receipt and review of Motion to Reconsider	1 hour
02/28/2019	Receipt of Order from Motion to Reconsider	1 hour
03/22/2019	Prep. and service of Lis Pendens	1 hour
03/27/2019	Receipt and review of Notice of Appeal to Ct. of App.	1 hour
05/25/2019	Receipt and review of App. In. brief to Ct. App.	4 hours
06/06/2019	Research and drafting of initial brief	8 hours
06/10/2019	Work on initial brief	4 hours
06/12/2019	Work on Int. brief	4 hours
06/17/2019	Finalizing and filing of Int. brief with the Court of App.	8 hours
08/09/2019	Pet. For Ext. to Ct. app.	1 hour
09/21/2019	Finalizing Final brief	<u>4 hours</u>

TOTAL HOURS PAGE 1

78 HOURS

09/26/2019	Filing final brief	2 hours
02/07/2022	Prep. for Ct. App. argument	4 hours
02/08/2022	Prep. for Ct. App. argument	4 hours
02/09/2022	Argument before the Court of Appeals	8 hours
10/30/2022	Receipt and review of Ct. App. Decision	2 hours
03/31/2023	Reply to motion to Supplement	2 hours
04/05/2023	Affidavit of Attorney's Fees	1 hour
06/01/2023	Exhibits to motion to Supplement	1 hour
08/30/2023	ODC response letter with Exhibits	8 hours
02/02/2024	Motions hearing	3 hours
04/01/2024	Prep. for hearing	4 hours
04/02/2024	Prep. for hearing	4 hours
04/03/2024	Attendance at hearing (Anticipated)	<u>6 hours</u>
TOTAL HOURS PAGE 2		49 HOURS
TOTAL HOURS (127) AT \$350.00 AN HOUR		\$44,450.00

Palmetto Air Plantation HOA Meeting Minutes
August 28, 2021

A quorum was present. Members Present: Mark & Kimberly Panos, Steve Williams, Frank & Barbara Dugas, Mike & Marsh Masten, Lee & Sandy Benson, Joe & Jean Witt, Jan Winemiller (via phone), Phil & Audrey Raker (via Proxy, Joe Witt)

Meeting called to order at 8:40 am by Joe Witt.

Minutes from previous meeting were distributed.

Joe Witt brought up a change he thought needed to be made to the prior minutes. Joe thought at the September 2020 everyone had decided that increasing the HOA dues by \$50 in addition to the new \$100 HOA dues for the capital fund was too much and that the HOA dues would stay at \$450/ year plus an additional \$100 for the capital fund, totaling \$550.

After discussion, it was decided that the prior meeting minutes were correct and the HOA dues for the General Fund would be \$500 annually plus \$100 annually for the Capital Fund, totaling \$600.

Marsha Masten motioned to accept the prior meeting minutes as written. Lee Benson seconded the motion.

Dues

The 2021 HOA General Fund post meeting dues were billed at \$450 instead of \$500. Discussion was brought up how to rectify this. It was agreed upon that the added \$50 would be forgiven for 2021 and not start until 2022.

Joe suggested we just start the \$50 increase for the HOA General Fund dues to start on the 2022 bill.

Kimberly Panos motioned to accept this.

Lee Benson seconded the motion.

Everyone was in favor of starting the \$50 increase on the 2022 billing.

Board Members

The discussion of new board members was presented. Audrey Raker and Jeff Winemiller will be going off the board creating 2 new openings. It was proposed to have Lee Benson and Allen Boyd fill these openings.

Mike Masten motioned to accept Lee Benson to the Board. Mark Panos seconded the motion.

Mark Panos motioned to accept Allen Boyd to the Board. Jan Winemiller seconded the motion.

It was proposed that Joe Witt remain as the President of the Board.

Marsha Masten motioned to keep Joe Witt as President. Kimberly Panos seconded the motion.

Financials

Joe Witt distributed the Financials (Profit and Loss and Balance Sheet) showing July1, 2020 through June 30, 2021.

Lee Benson motioned to accept the financials as stated. Mike Masten seconded the motion.

Insurance Quote

Joe Witt received an insurance quote from Creech, Roddy, and Watson as a starting point to estimate insurance costs for the property. Currently, Mid Eastern is carrying the liability policy for Palmetto Air Plantation and the HOA needs to be paying this expense.

The commercial liability policy is a \$2,000,000 policy with \$1,000,000 for each occurrence, \$1,000,000 for personal and advertising injury, and \$100,000 for damage to rented premises each occurrence, this also includes \$1,000,000 for Directors and Officers.

Total Cost: \$6,241.00 annually (Added risks which influenced quote are the airfield and pond.)
Currently, we have 19-20 paying lot owners. This works out to be approximately \$330/year each.

Joe suggested we get quotes from other companies that typically cover residential communities with airfields. He suggested the EAA as a possibility and asked if anyone belong to the EAA.

Marsha Masten brought up the geese as a risk factor because they are dangerous to planes and the possibility of the HOA being sued if someone has an accident because of the geese. Joe stated the geese are an act of nature and even if these were removed, they (or other geese) could return. Joe also brought up the Recreational Act Law which passed 3-5 years ago. This act says someone doing something recreational cannot sue the property owner(s). Aviation is now covered under that law.

Assistance with Maintenance

Joe Witt brought up that he has been doing a lot of the property maintenance himself to keep the costs low. After having his surgery this past year, he has realized he may not be able to keep doing this at the level he has been. Joe stated he is not the only one who can do labor. This is all our property.

Jan Winemiller said that Joe has always been a "can do" guy and needs to learn that it's ok to ask for help. Marsha Masten said that she has been amazed at the load Joe has been carrying these past 6 years. She suggested that we either need a team to volunteer or we should hire out. It's human nature not to see what needs done, unless your responsible for it.

Joe stated that hiring out the labor could get quite expensive and would likely be cost prohibitive until we get more residents. (Currently, there is an offer on the Connelly house, the Winemiller's have sold, and we have a few other prospective buyers. Also, the Hanson lot is scheduled to start construction in 2022.)

Joe stated there are 35 acres of community property. He puts about 600 hours/ year on the tractor, 200 hours/ year on other equipment for the community property areas. It is approximately \$100/hour to hire out. That's too costly. A Co-op is the only thing that makes sense.

Jan said that because the common areas of her HOA in Beaufort would be too expensive to hire out, they plan an organized workday 4 times/year (once a quarter). Members are not required to participate, but there is a lot of peer pressure to.

Marsha said that they are willing to do that, and if for some reason they couldn't be here, they would send someone in their place (or hire out).

Joe agreed and suggested we call a board meeting to discuss further.

Facility Maintenance and Repairs

Drainage grates still need repaired. (This is a carried over from last year.) These have never been done.

4 out of 5 of the collection grates need repaired. Joe physically can't do it. The grates need to be pulled off and parged from the inside (coating with concrete or cement). We will need to hire this out.

Joe Witt suggested we use Eddie Barrett for concrete work. He has used him for years and he is reasonably priced.



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
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FAX: (803) 734-1839
www.sccourts.org

January 07, 2022

Mr. Thomas E. Player, Jr., Esquire
PO Drawer 3690
305 N. Main St.
Sumter SC 29151

Mr. Steven Smith McKenzie, Esquire
2 N. Brook St.
Coffey & Mckenzie, PA
Manning SC 29102

Re: Palmetto Air Plantation Homeowners Association v. Kim Bevier
Lower Court Case No. 2017CP1400127
Appellate Case No. 2019-000516

Dear Counsel:

This appeal will be argued on 02/09/2022 at 11:20 AM in Courtroom I. The following oral argument times have been allocated:

Appellant:	10 minutes
Respondent:	10 minutes
Appellant in reply:	5 minutes



Case File # 2017CP1400127 - Palmetto Air Plantation Homeowners Associations, Inc. v. Kim E Bevier
2017-04-17

Case Number 2017CP1400127
Case Subtype Breach of Cont 140
Filed Date 04-17-2017
Status Judgment

Plaintiff Palmetto Air Plantation Homeowners Associations, Inc
Defendant Kim E Bevier
Assigned Judge Clerk Of Court C P, G S, And Family Court
File Type Non-Jury

Show/Hide Participants

Name	Description	Type	File Date
Kim E Bevier	Other/Motion for Summary Judgment and Proof of Service	Filing	01-18-2024 01:01:08 PM
Palmetto Air Plantation Homeowners Associations, Inc	Notice/Of Hearing	Filing	01-08-2024 04:42:21 PM
Steven Smith McKenzie	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:50:50 AM
Kim E Bevier	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:50:50 AM
Steven Smith McKenzie	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:19:49 AM
Kim E Bevier	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:19:49 AM
Kim E Bevier	Other/Defendants Response to Plaintiff's Reply to Defendants	Filing	06-06-2023 12:08:19 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-01-2023 05:41:19 PM) Exhibit/Filing of Exhibits	Filing	06-01-2023 05:41:31 PM
Palmetto Air Plantation Homeowners Associations, Inc	Exhibit/Filing of Exhibits	Filing	06-01-2023 05:41:19 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-01-2023 03:53:15 PM) Service/Certificate Of Servi...	Filing	06-01-2023 05:30:39 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-01-2023 03:26:17 PM) Reply/Other	Filing	06-01-2023 05:30:30 PM
Palmetto Air Plantation Homeowners Associations, Inc	Service/Certificate Of Service	Filing	06-01-2023 03:53:15 PM
Palmetto Air Plantation Homeowners Associations, Inc	Reply/Other	Filing	06-01-2023 03:26:17 PM
Kim E Bevier	Notice/Of Motion/Motion for Leave of Court	Filing	05-03-2023 12:02:53 PM
Kim E Bevier	Other/Memorandum In Support of Defendant Motion for Summary	Filing	04-11-2023 04:49:28 PM
Kim E Bevier	Motion/for Pretrial Hearing	Motion	04-10-2023 04:45:33 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(03-31-2023 01:34:35 PM) Service/Certificate Of Servi...	Filing	03-31-2023 02:17:11 PM
Palmetto Air Plantation Homeowners Associations, Inc	Service/Certificate Of Service	Filing	03-31-2023 01:34:35 PM
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Kim E Bevier	Other/Memo to Court to Withdraw Motion for Joinder of Person	Filing	03-27-2023 04:50:51 PM
Kim E Bevier	Notice/of Motion Roster	Filing	03-20-2023 12:55:19 PM
Kim E Bevier	Notice/of Motion Roster	Filing	03-20-2023 12:55:19 PM
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Kim E Bevier	4/5/2023_MOTION_Notice of Motions Roster Publication Sent	Action	03-20-2023 10:32:32 AM
Kim E Bevier	4/5/2023_MOTION_Notice of Motions Roster Publication Sent	Action	03-20-2023 10:32:32 AM
Kim E Bevier	Motion/Summary Judgment	Motion	02-21-2023 11:59:50 AM
Kim E Bevier	Motion/Summary Judgment and Proof of Service	Motion	02-21-2023 10:39:56 AM
Kim E Bevier	Motion/for Joinder of Persons Needed for Just Adjudication	Motion	11-03-2022 10:30:04 AM
Kim E Bevier	NEF(10-31-2022 12:11:46 PM) Order/Consent Order	Filing	10-31-2022 12:19:48 PM
Kim E Bevier	Order/Consent Order	Order	10-31-2022 12:11:46 PM
Kim E Bevier	NEF(10-21-2022 11:56:50 AM) Proposed Order/Consent Order	Filing	10-24-2022 11:13:46 AM
Kim E Bevier	Consent/Consent	Filing	10-21-2022 11:56:50 AM
Kim E Bevier	Consent/Consent	Filing	10-21-2022 11:56:50 AM
Kim E Bevier	Order/From Court of Appeals Affirming Circuit Court Order	Order	10-13-2022 12:05:59 PM
Kim E Bevier	NEF(11-29-2019 09:42:40 AM) Motion/Reconsider	Filing	12-02-2019 09:57:20 AM
Kim E Bevier	Motion/Reconsider	Motion	11-29-2019 09:42:40 AM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(11-19-2019 01:27:41 PM) Order/Other	Filing	11-19-2019 01:27:48 PM
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Palmetto Air Plantation Homeowners Associations, Inc	NEF(11-18-2019 10:32:24 AM) Proposed Order/Other	Filing	11-18-2019 10:45:47 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Order Cover Sheet \$25.00	Filing	11-18-2019 10:32:24 AM
Kim E Bevier	NEF(10-29-2019 06:37:49 PM) Memo/Memo in Support	Filing	10-30-2019 09:52:18 AM
Kim E Bevier	Memo/Memo In Support	Filing	10-29-2019 06:37:49 PM
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Case Party Inactive	10/30/2019_MOTION_Notice of Motions Roster Publication Sent	Action	10-07-2019 04:34:03 PM
Kim E Bevier	NEF(09-21-2019 09:05:08 AM) Motion/Other	Filing	09-21-2019 12:34:28 PM
Kim E Bevier	Motion/Other	Motion	09-21-2019 09:05:08 AM

Kim E Bevier	Appeal/Notice of Appeal to Court of Appeals	Action	03-27-2019	05:55:56 PM
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Kim E Bevier	Service/Certificate Of Service	Filing	03-26-2019	06:05:57 PM
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Palmetto Air Plantation Homeowners Associations, Inc	Order/Other	Order	02-28-2019	10:16:39 AM
Kim E Bevier	NEF(12-21-2018 03:45:20 PM) Motion/Reconsider	Filing	12-22-2018	02:25:21 PM
Kim E Bevier	Motion/Reconsider	Motion	12-21-2018	03:45:20 PM
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Kim E Bevier	Memo/Memo in Opposition	Filing	08-25-2018	10:27:45 AM
Kim E Bevier	Memo/Memo in Opposition	Filing	08-24-2018	04:06:46 PM
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Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-14-2018 02:07:08 PM) Motion/Summary Judgment	Filing	06-14-2018	02:35:36 PM
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Steven Smith McKenzie	6/6/2018_NJ_Notice of Case Roster Publication Sent	Action	05-16-2018	10:04:15 AM
Case Party Inactive	6/6/2018_NJ_Notice of Case Roster Publication Sent	Action	05-16-2018	10:04:15 AM
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Kim E Bevier	Answer/Answer To Amended Complaint	Filing	07-21-2017	09:47:56 AM
Kim E Bevier	Answer/Answer To Amended Complaint	Filing	07-07-2017	04:24:57 PM
Palmetto Air Plantation Homeowners Associations, Inc	Amended/Amended Summons And Complaint	Filing	06-28-2017	11:44:49 AM
Kim E Bevier	Answer/Answer	Filing	06-16-2017	09:17:45 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Other	Order	06-09-2017	04:43:28 PM
Kim E Bevier	Memo/Memo in Opposition	Filing	06-05-2017	05:11:14 PM
Palmetto Air Plantation Homeowners Associations, Inc	Master/Exhibit/HOA Covenants	Filing	06-05-2017	11:20:20 AM
Palmetto Air Plantation Homeowners Associations, Inc	Master/Exhibit/HOA Covenants	Filing	06-05-2017	11:20:20 AM
Palmetto Air Plantation Homeowners Associations, Inc	Master/Exhibit/HOA Covenants	Filing	06-05-2017	11:20:20 AM
Palmetto Air Plantation Homeowners Associations, Inc	Letter/Letter	Filing	06-05-2017	11:00:49 AM
Kim E Bevier	Affidavit/Affidavit of	Filing	06-02-2017	12:08:03 PM
Kim E Bevier	Affidavit/Affidavit of	Filing	06-02-2017	12:08:03 PM
Kim E Bevier	Affidavit/Affidavit of	Filing	06-02-2017	12:08:03 PM
Kim E Bevier	Notice/Notice of Appearance	Filing	05-18-2017	04:35:05 PM
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Palmetto Air Plantation Homeowners Associations, Inc	Affidavit/Affidavit of	Filing	04-24-2017	04:23:25 PM
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Palmetto Air Plantation Homeowners Associations, Inc	Affidavit/Affidavit of	Filing	04-24-2017	04:22:41 PM
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Palmetto Air Plantation Homeowners Associations, Inc	Motion/For Temporary Restraining Order	Motion	04-18-2017	10:16:27 AM
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EXHIBIT NUMBERS	7/27/2023 4:05 PM	Microsoft Word D...	12 KB
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Reply to Motion to Supplement	6/14/2023 3:07 PM	Adobe Acrobat D...	1,346 KB
affidavit of attorneys fees2	4/15/2023 3:57 AM	Microsoft Word D...	19 KB
cert. serv. pdf	3/31/2023 1:43 PM	Adobe Acrobat D...	230 KB
Filed Reply and Cert. of Service	3/31/2023 1:41 PM	Adobe Acrobat D...	1,024 KB
certificate of service	3/31/2023 1:25 PM	Microsoft Word D...	16 KB
Reply to SJ Motion Palmetto Air	3/30/2023 12:02 PM	Adobe Acrobat D...	765 KB
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ODC response letter	3/30/2023 3:52 AM	Microsoft Word D...	31 KB
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reply dated June 6, 2023	6/16/2023 11:17 AM	Adobe Acrobat D...	1,457 KB
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affidavit of attorneys fees2	4/5/2023 3:57 AM	Microsoft Word D...	19 KB
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Reply to SJ Motion Palmetto Air	3/30/2023 12:02 PM	Adobe Acrobat D...	765 KB
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denial of Defendant's MOTION order 3	11/15/2019 9:24 AM	Microsoft Word D...	20 KB



Notice of April 3, 2024 hearing	3/29/2024 12:03 PM	Adobe Acrobat D...	255 KB
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EXHIBIT A	3/30/2023 3:01 PM	Adobe Acrobat D...	2,475 KB
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EXHIBIT W	3/30/2023 1:39 PM	Adobe Acrobat D...	2,988 KB
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FINAL LTR DANIEL G HAYES AND VERIC...	3/30/2023 1:35 PM	Adobe Acrobat D...	3,597 KB
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EXHIBIT NUMBERS	3/27/2023 4:05 PM	Microsoft Word D...	19 KB
reply dated June 6, 2023	6/16/2023 11:17 AM	Adobe Acrobat D...	1,457 KB
Reply to Motion 2	6/1/2023 4:06 PM	Adobe Acrobat D...	4,973 KB
Cert. of Serv. of Reply to motion to Suppl...	6/1/2023 3:33 PM	Microsoft Word D...	16 KB
Cert. of Serv. of Reply to motion to Suppl...	6/1/2023 3:33 PM	Adobe Acrobat D...	255 KB
reply to motion	6/1/2023 3:33 PM	Microsoft Word D...	25 KB
Exhibit to Motion to Supplement	6/1/2023 3:33 PM	Adobe Acrobat D...	3,627 KB
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affidavit of attorneys fees2	4/5/2023 9:57 AM	Microsoft Word D...	19 KB
cert. serv. pdf	3/31/2023 1:43 PM	Adobe Acrobat D...	230 KB
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certificate of service	3/31/2023 1:23 PM	Microsoft Word D...	16 KB
Reply to SJ Motion Palmetto Air	3/30/2023 12:02 PM	Adobe Acrobat D...	765 KB
bill updated 12-17-19	12/17/2019 9:01 AM	OpenDocument T...	7 KB
Order from Motion to Modify	11/12/2019 10:33 AM	Microsoft Word D...	11 KB
denial of Defendant's MOTION order 3	11/15/2019 9:24 AM	Microsoft Word D...	20 KB

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	Mon 3/20/2017 1:00 PM	Mon 3/20/2017 1:30 PM
ion here	Thu 6/1/2017 10:00 AM	Thu 6/1/2017 12:00 PM
AND STEVE MCKENZIE MEETING	Mon 7/10/2017 9:00 AM	Mon 7/10/2017 9:30 AM
	Tue 9/5/2017 2:30 PM	Tue 9/5/2017 3:00 PM
	Tue 4/3/2018 10:00 AM	Tue 4/3/2018 12:00 PM
on Joe Witt	Tue 11/13/2018 1:00 PM	Tue 11/13/2018 1:30 PM
	Mon 4/3/2023 12:00 PM	Mon 4/3/2023 12:30 PM

Search Con

o air/ and Motion for San...	Wed 5/17/2017 9:30 AM	Wed 5/17/2017 10:00 AM
o Air	Tue 6/6/2017 9:30 AM	Tue 6/6/2017 11:00 AM
r here we get court reporter	Wed 4/4/2018 9:30 AM	Wed 4/4/2018 2:00 PM
AND KELLEY CASE	Wed 6/5/2019 2:00 PM	Wed 6/5/2019 5:00 PM
antation	Mon 6/17/2019 8:30 AM	Mon 6/17/2019 9:00 AM
Due	Thu 9/26/2019 9:00 AM	Thu 9/26/2019 9:30 AM
.	Fri 10/18/2019 9:30 AM	Fri 10/18/2019 10:00 AM
Bevier	Wed 10/30/2019 9:30 AM	Wed 10/30/2019 12:00 PM
meowners Association v. K...	Mon 12/6/2021 8:30 AM	Thu 12/9/2021 9:00 AM
meowners Association v. K... Columbia, South Carolina, U...	Wed 2/9/2022 11:20 AM	Wed 2/9/2022 11:45 AM
meowners Association v. K... Manning	Wed 4/5/2023 9:30 AM	Wed 4/5/2023 10:00 AM

Search Complete.

ARY JUDGMENT MOTION	7/15/2018 3:16 PM	Microsoft Word D...	25 KB
for summary judgement	5/14/2018 3:09 PM	Adobe Acrobat D...	1,180 KB
	4/5/2018 10:49 AM	Adobe Acrobat D...	991 KB
ameded answer palmetto air vs. ...	4/5/2018 10:18 AM	Microsoft Word D...	17 KB
ed summons and complaint	6/28/2017 11:41 AM	Adobe Acrobat D...	2,847 KB
ed Complaint palmetto air vs. bev...	6/28/2017 11:18 AM	Microsoft Word D...	20 KB
ed summons	6/28/2017 11:13 AM	OpenDocument T...	8 KB
ated 6-14-17	6/14/2017 9:31 AM	OpenDocument T...	8 KB
t of attorneys fees	6/5/2017 12:29 PM	Microsoft Word D...	17 KB
t part 3	6/5/2017 11:10 AM	Adobe Acrobat D...	2,300 KB
t part 2	6/5/2017 11:09 AM	Adobe Acrobat D...	5,197 KB
t part 1	6/5/2017 11:09 AM	Adobe Acrobat D...	6,789 KB
xhibit	6/5/2017 10:16 AM	Adobe Acrobat D...	1,589 KB
VIT OF BYRON BENSON	6/5/2017 10:03 AM	OpenDocument T...	8 KB
t of service on motion	4/24/2017 4:19 PM	Adobe Acrobat D...	634 KB
t of service on summons and co...	4/24/2017 4:18 PM	Adobe Acrobat D...	628 KB
VIT OF SERVICE RE MOTION HEAR...	4/24/2017 1:33 PM	Microsoft Word D...	20 KB
VIT OF SERVICE	4/24/2017 1:32 PM	Microsoft Word D...	20 KB
of Motion and Motion	4/17/2017 11:12 AM	Adobe Acrobat D...	1,326 KB
ins and complaint	4/17/2017 11:12 AM	Adobe Acrobat D...	3,386 KB
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SHEET	4/13/2017 11:07 AM	Microsoft Word D...	28 KB
IF SOUTH CAROLIN5	4/12/2017 3:24 PM	Microsoft Word D...	16 KB
ated	3/21/2017 1:39 PM	OpenDocument T...	7 KB
hot 2024-03-29 125603	3/29/2024 12:56 PM	PNG File	131 KB





2017CP1400127 : Palmetto Air Plantation Homeowners Associations, Inc VS Kim E Bevier

Common Pleas

Case Number 2017CP1400127
Case Subtype Breach of Cont 140
Filed Date 04-17-2017
Status Judgment

Plaintiff Palmetto Air Plantation Homeowners Associations, Inc
Defendant Kim E Bevier
Assigned Judge Clerk Of Court C P, G S, And Family Court
File Type Non-Jury

☒ Show/Hide Participants

Name	Description	Type	File Date
Kim E Bevier	NEF(11-07-2024 04:33:15 PM) Notice/Other	Filing	11-08-2024 11:58:44 AM
Kim E Bevier	Notice/Other	Filing	11-07-2024 04:33:15 PM
Kim E Bevier	Notice/Other-EX_1	Filing	11-07-2024 04:33:15 PM
Kim E Bevier	Notice/Other	Filing	11-07-2024 04:33:15 PM
Kim E Bevier	Notice/Other	Filing	11-07-2024 04:33:15 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(10-29-2024 10:37:56 AM) Order/Other	Filing	10-29-2024 10:38:04 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Other	Order	10-29-2024 10:37:56 AM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(09-02-2024 11:59:04 AM) Reply/Other	Filing	09-03-2024 01:37:21 PM
Palmetto Air Plantation Homeowners Associations, Inc	Reply/Other	Filing	09-02-2024 11:59:04 AM
Kim E Bevier	NEF(07-23-2024 12:59:18 PM) Motion/Reconsider	Filing	07-23-2024 01:21:54 PM
Kim E Bevier	Motion/Reconsider	Motion	07-23-2024 12:59:18 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(07-17-2024 09:06:25 AM) Order/Judgment For Relief	Filing	07-17-2024 09:06:35 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Judgment For Relief	Order	07-17-2024 09:06:25 AM
Kim E Bevier	NEF(07-03-2024 03:18:41 PM) Notice/Notice of Appearance	Filing	07-03-2024 03:19:03 PM
Kim E Bevier	Notice/Notice of Appearance	Filing	07-03-2024 03:18:41 PM
Kim E Bevier	Motion/Defendant's Motion to Reconsider Modify and Amend Jud	Filing	06-24-2024 02:08:14 PM
Steven Smith McKenzie	5/20/2024_MOTION_Notice of Motions Roster Publication Sent	Action	05-08-2024 04:53:03 PM
Kim E Bevier	5/20/2024_MOTION_Notice of Motions Roster Publication Sent	Action	05-08-2024 04:53:03 PM
Steven Smith McKenzie	5/20/2024_MOTION_Notice of Motions Roster Publication Sent	Action	05-01-2024 11:13:41 AM
Kim E Bevier	5/20/2024_MOTION_Notice of Motions Roster Publication Sent	Action	05-01-2024 11:13:41 AM
Kim E Bevier	Motion/Reconsider Modify and Amend Judgment	Motion	04-10-2024 10:56:35 AM
Kim E Bevier	Other/Motion for Summary Judgment and Proof of Service	Filing	01-18-2024 01:01:08 PM
Palmetto Air Plantation Homeowners Associations, Inc	Notice/Of Hearing	Filing	01-08-2024 04:42:21 PM
Steven Smith McKenzie	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:50:50 AM
Kim E Bevier	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:50:50 AM
Steven Smith McKenzie	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:19:49 AM
Kim E Bevier	2/2/2024_MOTION_Notice of Motions Roster Publication Sent	Action	01-05-2024 10:19:49 AM
Palmetto Air Plantation Homeowners Associations, Inc	Motion/Reconsider, Modify and Amend Judgment	Motion	06-24-2023 12:52:21 PM
Kim E Bevier	Other/Defendants Response to Plaintiff's Reply to Defendants	Filing	06-06-2023 12:08:19 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-01-2023 05:41:19 PM) Exhibit/Filing of Exhibits	Filing	06-01-2023 05:41:31 PM
Palmetto Air Plantation Homeowners Associations, Inc	Exhibit/Filing of Exhibits	Filing	06-01-2023 05:41:19 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-01-2023 03:53:15 PM) Service/Certificate Of Servi...	Filing	06-01-2023 05:30:39 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-01-2023 03:26:17 PM) Reply/Other	Filing	06-01-2023 05:30:30 PM
Palmetto Air Plantation Homeowners Associations, Inc	Service/Certificate Of Service	Filing	06-01-2023 03:53:15 PM
Palmetto Air Plantation Homeowners Associations, Inc	Reply/Other	Filing	06-01-2023 03:26:17 PM
Kim E Bevier	Notice/Of Motion/Motion for Leave of Court	Filing	05-03-2023 12:02:53 PM
Kim E Bevier	Other/Memorandum in Support of Defendant Motion for Summary	Filing	04-11-2023 04:49:28 PM
Kim E Bevier	Motion/for Pretrial Hearing	Motion	04-10-2023 04:45:33 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(03-31-2023 01:34:35 PM) Service/Certificate Of Servi...	Filing	03-31-2023 02:17:11 PM
Palmetto Air Plantation Homeowners Associations, Inc	Service/Certificate Of Service	Filing	03-31-2023 01:34:35 PM
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Palmetto Air Plantation Homeowners Associations, Inc	Reply/Other	Filing	03-30-2023 11:58:18 AM
Kim E Bevier	Other/Memo to Court to Withdraw Motion for Joinder of Person	Filing	03-27-2023 04:50:51 PM
Kim E Bevier	Notice/of Motion Roster	Filing	03-20-2023 12:55:19 PM
Kim E Bevier	Notice/of Motion Roster	Filing	03-20-2023 12:55:19 PM
Steven Smith McKenzie	4/5/2023_MOTION_Notice of Motions Roster Publication Sent	Action	03-20-2023 10:32:32 AM
Steven Smith McKenzie	4/5/2023_MOTION_Notice of Motions Roster Publication Sent	Action	03-20-2023 10:32:32 AM
Kim E Bevier	4/5/2023_MOTION_Notice of Motions Roster Publication Sent	Action	03-20-2023 10:32:32 AM
Kim E Bevier	4/5/2023_MOTION_Notice of Motions Roster Publication Sent	Action	03-20-2023 10:32:32 AM
Kim E Bevier	Motion/Summary Judgment	Motion	02-21-2023 11:59:50 AM
Kim E Bevier	Motion/Summary Judgment and Proof of Service	Motion	02-21-2023 10:39:56 AM
Kim E Bevier	Motion/for Joinder of Persons Needed for Just Adjudication	Motion	11-03-2022 10:30:04 AM
Kim E Bevier	NEF(10-31-2022 12:11:46 PM) Order/Consent Order	Filing	10-31-2022 12:19:48 PM

Kim E Bevier	Order/Consent Order	Order	10-31-2022	12:11:46 PM
Kim E Bevier	NEF(10-21-2022 11:56:50 AM) Proposed Order/Consent Order	Filing	10-24-2022	11:13:46 AM
Kim E Bevier	Consent/Consent	Filing	10-21-2022	11:56:50 AM
Kim E Bevier	Consent/Consent	Filing	10-21-2022	11:56:50 AM
Kim E Bevier	Order/From Court of Appeals Affirming Circuit Court Order	Order	10-13-2022	12:05:59 PM
Kim E Bevier	NEF(11-29-2019 09:42:40 AM) Motion/Reconsider	Filing	12-02-2019	09:57:20 AM
Kim E Bevier	Motion/Reconsider	Motion	11-29-2019	09:42:40 AM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(11-19-2019 01:27:41 PM) Order/Other	Filing	11-19-2019	01:27:48 PM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Other	Order	11-19-2019	01:27:41 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(11-18-2019 10:32:24 AM) Proposed Order/Other	Filing	11-18-2019	10:45:47 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Order Cover Sheet \$25.00	Filing	11-18-2019	10:32:24 AM
Kim E Bevier	NEF(10-29-2019 06:37:49 PM) Memo/Memo in Support	Filing	10-30-2019	09:52:18 AM
Kim E Bevier	Memo/Memo in Support	Filing	10-29-2019	06:37:49 PM
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Case Party Inactive	10/30/2019_MOTION_Notice of Motions Roster Publication Sent	Action	10-07-2019	04:34:03 PM
Kim E Bevier	NEF(09-21-2019 09:05:08 AM) Motion/Other	Filing	09-21-2019	12:34:28 PM
Kim E Bevier	Motion/Other	Motion	09-21-2019	09:05:08 AM
Kim E Bevier	Appeal/Notice of Appeal to Court of Appeals	Action	03-27-2019	05:55:56 PM
Kim E Bevier	NEF(03-26-2019 06:05:57 PM) Service/Certificate Of Servi...	Filing	03-27-2019	10:21:57 AM
Kim E Bevier	NEF(03-26-2019 05:55:56 PM) Appeal/Notice of Appeal to C...	Filing	03-27-2019	10:20:02 AM
Kim E Bevier	Service/Certificate Of Service	Filing	03-26-2019	06:05:57 PM
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Palmetto Air Plantation Homeowners Associations, Inc	NEF(02-28-2019 10:16:39 AM) Order/Other	Filing	02-28-2019	10:16:46 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Other	Order	02-28-2019	10:16:39 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/DENIED	Order	02-28-2019	10:16:39 AM
Kim E Bevier	NEF(12-21-2018 03:45:20 PM) Motion/Reconsider	Filing	12-22-2018	02:25:21 PM
Kim E Bevier	Motion/Reconsider	Motion	12-21-2018	03:45:20 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(12-17-2018 11:40:44 AM) Order/Summary Judgment	Filing	12-17-2018	11:40:52 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Summary Judgment	Order	12-17-2018	11:40:44 AM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(12-13-2018 02:01:40 PM) Proposed Order/Summary Judgm...	Filing	12-13-2018	04:36:58 PM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Order Cover Sheet \$25.00	Filing	12-13-2018	02:01:40 PM
Steven Smith McKenzie	9/26/2018_MOTION_Notice of Motions Roster Publication Sent	Action	08-30-2018	05:46:41 PM
Steven Smith McKenzie	9/26/2018_MOTION_Notice of Motions Roster Publication Sent	Action	08-30-2018	05:46:41 PM
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Case Party Inactive	9/26/2018_MOTION_Notice of Motions Roster Publication Sent	Action	08-30-2018	05:46:41 PM
Kim E Bevier	NEF(08-25-2018 10:27:45 AM) Memo/Memo in Opposition	Filing	08-27-2018	10:01:07 AM
Kim E Bevier	Memo/Memo in Opposition	Filing	08-25-2018	10:27:45 AM
Kim E Bevier	Memo/Memo in Opposition	Filing	08-24-2018	04:06:46 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(08-21-2018 02:59:16 PM) Stipulation/Stipulation of	Filing	08-21-2018	04:39:30 PM
Palmetto Air Plantation Homeowners Associations, Inc	Stipulation/Stipulation of	Filing	08-21-2018	02:59:16 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(07-19-2018 03:31:41 PM) Motion/Summary Judgment	Filing	07-19-2018	05:13:16 PM
Palmetto Air Plantation Homeowners Associations, Inc	Motion/Summary Judgment	Motion	07-19-2018	03:31:41 PM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(06-14-2018 02:07:08 PM) Motion/Summary Judgment	Filing	06-14-2018	02:35:36 PM
Palmetto Air Plantation Homeowners Associations, Inc	Motion/Summary Judgment	Motion	06-14-2018	02:07:08 PM
Steven Smith McKenzie	6/6/2018_NJ_Notice of Case Roster Publication Sent	Action	05-16-2018	10:04:15 AM
Case Party Inactive	6/6/2018_NJ_Notice of Case Roster Publication Sent	Action	05-16-2018	10:04:15 AM
Palmetto Air Plantation Homeowners Associations, Inc	NEF(04-05-2018 10:50:38 AM) Reply/Other	Filing	04-05-2018	11:11:59 AM
Palmetto Air Plantation Homeowners Associations, Inc	Reply/Other	Filing	04-05-2018	10:50:38 AM
Kim E Bevier	NEF(03-22-2018 02:32:21 PM) Answer/Amended Answer And Co...	Filing	03-22-2018	04:06:48 PM
Kim E Bevier	Answer/Amended Answer And Counterclaim	Filing	03-22-2018	02:32:21 PM
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Kim E Bevier	Order/Other	Order	03-20-2018	10:52:00 AM
Steven Smith McKenzie	2/21/2018_MOTION_Notice of Motions Roster Publication Sent	Action	02-02-2018	03:14:24 PM
Case Party Inactive	2/21/2018_MOTION_Notice of Motions Roster Publication Sent	Action	02-02-2018	03:14:24 PM
Steven Smith McKenzie	1/24/2018_MOTION_Notice of Motions Roster Publication Sent	Action	01-22-2018	03:18:29 PM
Case Party Inactive	1/24/2018_MOTION_Notice of Motions Roster Publication Sent	Action	01-22-2018	03:18:29 PM
Steven Smith McKenzie	1/24/2018_MOTION_Notice of Motions Roster Publication Sent	Action	01-08-2018	10:36:59 AM
Case Party Inactive	1/24/2018_MOTION_Notice of Motions Roster Publication Sent	Action	01-08-2018	10:36:59 AM
Palmetto Air Plantation Homeowners Associations, Inc	ADR/Alternative Dispute Resolution (Workflow)	Action	11-13-2017	11:32:40 AM
Kim E Bevier	NEF(10-25-2017 03:21:27 PM) Motion/Alter and/or Amend	Filing	10-25-2017	04:40:20 PM
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Kim E Bevier	Answer/Answer To Amended Complaint	Filing	07-21-2017	09:47:56 AM
Kim E Bevier	Answer/Answer To Amended Complaint	Filing	07-07-2017	04:24:57 PM

Palmetto Air Plantation Homeowners Associations, Inc	Amended/Amended Summons And Complaint	Filing	06-28-2017	11:44:49 AM
Kim E Bevier	Answer/Answer	Filing	06-16-2017	09:17:45 AM
Palmetto Air Plantation Homeowners Associations, Inc	Order/Other	Order	06-09-2017	04:43:28 PM
Kim E Bevier	Memo/Memo in Opposition	Filing	06-05-2017	05:11:14 PM
Palmetto Air Plantation Homeowners Associations, Inc	Master/Exhibit/HOA Covenants	Filing	06-05-2017	11:20:20 AM
Palmetto Air Plantation Homeowners Associations, Inc	Master/Exhibit/HOA Covenants	Filing	06-05-2017	11:20:20 AM
Palmetto Air Plantation Homeowners Associations, Inc	Master/Exhibit/HOA Covenants	Filing	06-05-2017	11:20:20 AM
Palmetto Air Plantation Homeowners Associations, Inc	Letter/Letter	Filing	06-05-2017	11:00:49 AM
Kim E Bevier	Affidavit/Affidavit of	Filing	06-02-2017	12:08:03 PM
Kim E Bevier	Affidavit/Affidavit of	Filing	06-02-2017	12:08:03 PM
Kim E Bevier	Affidavit/Affidavit of	Filing	06-02-2017	12:08:03 PM
Kim E Bevier	Notice/Notice of Appearance	Filing	05-18-2017	04:35:05 PM
Steven Smith McKenzie	6/6/2017_MOTION_Notice of Motions Roster Publication Sent	Action	05-17-2017	12:49:54 PM
Palmetto Air Plantation Homeowners Associations, Inc	Affidavit/Affidavit of	Filing	04-24-2017	04:23:25 PM
Palmetto Air Plantation Homeowners Associations, Inc	Affidavit/Affidavit of	Filing	04-24-2017	04:23:25 PM
Palmetto Air Plantation Homeowners Associations, Inc	Affidavit/Affidavit of	Filing	04-24-2017	04:22:41 PM
Palmetto Air Plantation Homeowners Associations, Inc	Affidavit/Affidavit of	Filing	04-24-2017	04:22:41 PM
Palmetto Air Plantation Homeowners Associations, Inc	Affidavit/Affidavit of	Filing	04-24-2017	04:22:41 PM
Steven Smith McKenzie	5/17/2017_MOTION_Notice of Motions Roster Publication Sent	Action	04-19-2017	10:11:52 AM
Palmetto Air Plantation Homeowners Associations, Inc	Motion/Other	Motion	04-18-2017	10:16:27 AM
Palmetto Air Plantation Homeowners Associations, Inc	Motion/For Temporary Restraining Order	Motion	04-18-2017	10:16:27 AM
Palmetto Air Plantation Homeowners Associations, Inc	Summons & Complaint	Filing	04-17-2017	11:32:40 AM

Cases

Case Search

Participant Search

Disclaimer: The information and documents available here should not be relied upon as an official record of action. Only filed documents can be viewed. Some documents received in a case may not be available for viewing. Some documents originating from a lower court, including records and appendices, may not be available for viewing.

Case Information: 2024-001875

Court:	Court of Appeals	Classification:	Appeal - Common Pleas - Other
Short Title:	Palmetto Air Plantation v. Kim Bevier	Case Status:	Final Briefing / Record
	View Full Title		
Consolidated:			
Filed Date:	11/01/2024	Oral Argument Date:	
Disposition Date:		Disposition Type:	
Remittitur Date:			
Lower Court or Tribunal:	Clarendon (2017CP1400127)		

- Party Information

Appellate Role	Party Name	Former	Attorney(s)
Appellant	Kim E. Bevier	N	Thomas Jefferson Goodwyn, Jr.
Respondent	Palmetto Air Plantation Homeowners Association, Inc.	N	Steven Smith McKenzie

Views

Display:

Descending

Go!

Event Information

Filed Date	Event Information	Doc
12/09/2025	Non-Dispositional Decision - Order (Motion to Amend Record on Appeal - Granted)	
12/02/2025	Motion - Amend Record on Appeal and Extension (Consent)	
11/12/2025	Record - Record on Appeal Filed	
11/12/2025	Record - Proof of Service of Record on Appeal	
10/13/2025	Initial Brief - Reply	
10/07/2025	Correspondence - Outgoing (Bound Copy Letter)	
10/06/2025	Designation of Matter - Designation of Matter Filed (Respondent)	
10/06/2025	Initial Brief - Respondent	
09/08/2025	Designation of Matter - Designation of Matter Filed	
09/08/2025	Initial Brief - Appellant	
08/13/2025	Non-Dispositional Decision - Extension Granted (Appellant's Initial Brief)	
08/07/2025	Motion - Extension of Time (2nd) (Appellant's Initial Brief)	
06/27/2025	Non-Dispositional Decision - Extension Granted (Appellant's Initial Brief)	
06/25/2025	Motion - Extension of Time (1st) (Appellant's Initial Brief)	
06/09/2025	Transcript Documents - Transcript Delivered - Direct Appeal	
05/27/2025	Transcript Documents - Court Reporter Extension	
05/02/2025	Transcript Documents - Court Reporter Extension	
03/21/2025	Transcript Documents - Court Reporter Extension	
02/13/2025	Transcript Documents - Notification that Transcript has not been Received	
01/28/2025	Transcript Documents - Notification that Transcript has not been Received	
01/21/2025	Correspondence - Outgoing (Transcript Overdue Letter)	
11/25/2024	Transcript Documents - Transcript Ordered (Timely)	
11/21/2024	Correspondence - Outgoing (Time to Order Transcript Expired)	
11/07/2024	Correspondence - Outgoing (Notice of Appeal Initial Letter)	

11/01/2024	Notice of Appeal (Civil) - Initial	
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RECEIVED

Dec 19 2025

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CLARENDON COUNTY
CIRCUIT COURT

Kristi F. Curtis, Circuit Court Judge

Case No. 2017-CP-14-00127
Appellate Case No. 2024-001875

Palmetto Air Plantation Homeowners Association, Inc.....Respondent,

v.

Kim Bevier, ...Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Amended Record on Appeal, submitted with the consent of all attorneys of record pursuant to Rule 212(b), SCACR, contains all materials proposed to be included by any of the parties and not any other material.

GOODWYN LAW FIRM, LLC

/s/ T. JEFF GOODWYN, JR.

T. Jeff Goodwyn, Jr. (73789)

2309 Devine Street

Columbia, SC 29205

(803) 251-4517

(803) 251-4527 Facsimile

jgoodwyn@goodwynlaw.com

Attorney for Appellant

Columbia, South Carolina
December 15, 2025