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MAR 12 2026

SC Court of Appeals

EXHIBIT 3

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Civil Action Number: 2025-CP-26-00486

SHAFTESBURY GREEN)
HOMEOWNERS ASSOCIATION,))
INC.)

**MASTER'S REPORT AND ORDER OF
FORECLOSURE AND SALE**

Plaintiff,)

vs.)

SANDRA L. ADAMS AND)
DEPARTMENT OF TREASURY -)
INTERNAL REVENUE SERVICE)

Defendants.)

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Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and upon the stipulation and agreement of all parties hereto not in default, the above-captioned matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause pursuant to the Order of Reference dated and filed on July 31, 2025.

Pursuant to the Order of Reference a hearing was held on Thursday, November 20, 2025, attended by the attorneys for the Plaintiff. Defendants did not attend this hearing, despite due notice having been given. Testimony was taken, which is herewith reported, and from the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT:

1. This is an action for the foreclosure of two Liens for Assessments filed in Lien Book 250 at Page 64 on April 28, 2017 and filed in Lien Book 298 at Page 3002 at the Office of the Register of Deeds in Horry County, South Carolina on December 11, 2024.
2. The Lis Pendens, Summons and Complaint were filed on January 21, 2025.
3. Service was made upon the Defendants named in this Report by service as is shown by the proofs of service filed herein.
4. The Defendant Sandra L. Adams ("Adams") did not file an Answer and is in default.
5. The Defendant Department of Treasury- Internal Revenue Service ("IRS") filed an Answer and the Plaintiff and IRS entered a Consent Order Stipulating that the IRS has a Federal Tax Lien which is superior to the lien of the Plaintiff.
6. According to the affidavit filed herein, no individual Defendant in default is in the military service of the United States of America, as contemplated under the Soldiers' and Sailors Civil Relief Act of 1940, and any amendments thereto.
7. The Defendants were notified of the time, date and place of hearing in this matter, but did not attend.
8. The Plaintiff was incorporated for the purpose of managing, maintaining and operating the common areas of Shaftesbury Green which was established pursuant to the Declaration of Covenants, Restrictions and Easements for Shaftesbury Green ("Declaration") recorded January 26, 2004 in Deed Book 2689 at Page 67 and all amendments thereto.

9. The Declaration provides, among other things, that:
 - a. The Plaintiff shall have a lien upon the property for unpaid assessments and other charges provided for by the Declaration;
 - b. The Plaintiff may take such action as it deems necessary to collect any and all assessments, including any applicable late fees, by foreclosing the above-described liens; and
 - c. The Plaintiff may recover a reasonable sum for attorney's fees incurred by the Plaintiff in any legal action to collect assessments or other charges or to enforce the above-described liens.
10. When the Lis Pendens and Complaint were filed in this matter, Defendant was the owner of 157 Dubarton Ln, Conway, South Carolina 29526 within the Shaftesbury Green community as is evidenced by that certain Deed of Ashley Turner Building Company, Inc., to the Defendant, Sandra L. Adams recorded on December 8, 2006 in the Office of the Register of Deed for Horry County in Deed Book 3200 at page 650.
11. The Plaintiff's lien constitutes a second lien upon the subject property behind the tax lien of the IRS.
12. The Plaintiff in this action is an eleemosynary corporation organized under and existing by virtue of the laws of the State of South Carolina and is owed the debt it is seeking to foreclose.
13. Payment due on assessments and late fees have not been made as provided for in the Declaration, and the Plaintiff, has filed an assessment lien and has placed the lien in the hands of the attorney herein for collection.
14. The sum of \$2,957.74 is a reasonable fee to allow as attorney's fees for

Plaintiff's attorney. This fee is based on the time and services necessarily devoted to Plaintiff's representation. These include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case. The fee is also reasonable given the professional standing of Plaintiff's counsel and his experience in handling foreclosure matters. This fee is similar to ones customarily awarded for similar services in this locality. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional circumstances delaying conclusion beyond the normal time. Additionally, the costs incurred total 905.06.

15. The amount due and owing on the liens, and other costs and expenses of collection, including an attorney's fee, pursuant to the terms of the Declaration, is as follows:

(a) Past Due Assessments through November 1, 2025	<u>\$1,390.00</u>
(b) Trash Fees	<u>\$185.00</u>
(c) Late Fees per Declaration	<u>\$1,200.00</u>
(d) Attorney's Fees	<u>\$2,957.74</u>
(e) Costs to date of hearing	<u>\$905.06</u>
(f) Fees from Attny Lovelace	<u>\$410.00</u>
(g) Total Debt	<u>\$7,047.80</u>

16. There is due to Plaintiff the sum of Seven Thousand Forty-Seven and 80/100 (7,047.80) dollars.

17. The Property should be sold by this Court subject to taxes, existing easements, covenants, conditions of record and those found in the Declaration, as well as the Federal Tax Lien of the IRS.

18 The Total Debt may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

CONCLUSIONS OF LAW

I therefore conclude and recommend as follows:

1. The Plaintiff should have judgment of foreclosure of the lien for assessments and the property should be sold at public auction after due advertisement.
2. Adams owes the Plaintiff Seven Thousand Forty-Seven and 80/100 (7,047.80) dollars together with any and all future court awarded costs.
3. The Department of Treasury – Internal Revenue Service has senior priority to the Plaintiff's lien and as such, the sale shall be subject to said tax liens.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation pursuant to the Declaration, the sum of Seven Thousand Forty-Seven and 80/100 (7,047.80) dollars, representing the

"Total Debt" due said Plaintiff as set out in Paragraph 15(g). Late fees were reduced from \$5200.00 to \$1200.00. It is the court's determination that Plaintiff sat on its rights to pursue collection for many years (2017), therefore this court, as a court of equity, will only award two years of late fees.

2. Adams shall pay the Plaintiff, or its attorney, the amount of Plaintiff's debt on or before sales day.

3. That prior to the Property being noticed for sale, Adams shall be served by the Horry County Sheriff with a Rule to Show Cause to show why this court should not proceed with the sale of the Property.

4. That on default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, shall be sold by the undersigned Master in Equity or his designee at public auction, at the Horry County Courthouse, in the City of Conway, County and State aforesaid, on some convenient sales day hereinafter (and should be the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: the undersigned Master will require a deposit of 5% of the amount of the bid in cash or certified funds, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) The successful bidder at the sale shall pay interest on the judgment from the date of sale at the judgment rate of interest of Eight and Three Quarters (8.75%) to compliance. The judgment amount includes direct assessments, interest, attorney's fees

and other hard costs outlined in the judgment.

(c) The sale shall be subject to taxes and assessments due on the day of such sale, existing easements and rights-of-way and restrictions of record.

(d) This sale shall also be subject to that certain mortgage lien and judgment as described in Paragraph 17 above.

(e) Purchaser to pay for the preparation of the deed (including deed stamps), costs of recording the deed and all past due real property taxes.

5. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and indebtedness owed to Plaintiff in full, Plaintiff may pay to the undersigned Master-In-Equity only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

6. As a personal or deficiency judgment is specifically waived, bidding will conclude at the fall of the gavel on the date of the sale.

7. That the undersigned Master-In-Equity will, by advertisement according to law, give notice of the time and place of such sale, and the terms thereof; and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff or any party to this action may become a purchaser at such sale, and if, upon such sale being made, the purchasers, or purchaser, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master may advertise the said premises for sale on the next or some other subsequent Sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That the undersigned Master shall apply the proceeds of the sale as follows:

FIRST: to the costs and disbursements of this action;

NEXT: to the payment of the Plaintiff or Plaintiff's attorneys, of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay of the same.

NEXT: Any surplus should be held pending further Order of this Court

9. That in the event the successful bidder is other than the Defendant in possession herein, upon the presentation of a writ of assistance, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession. All valid tenant rights pursuant to Protecting Tenants at Foreclosure Act of 2009 (restored and revived June 23, 2018) shall be protected. In the event the successful bidder is other than the Defendant in possession, and the occupants have voluntarily vacated the premises or have been ejected from the premises leaving personal property located thereon, the Plaintiff is authorized to remove from the property all abandoned personal property located there. Such personal property shall be removed by the Plaintiff or its agents from the foreclosed real estate by placing the abandoned personal property on the public street or highway so as not to cause public nuisance.

10. Each Defendant named herein and all persons whosoever claiming under the Defendant, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said premises sold, or any part thereof.

11. Pursuant to S.C. Code Ann. §30-9-31 (1991 Supp.), and the Declaration this sale shall be indexed in the grantor index by the Register of Deeds in the name of the

owner of record of the subject property immediately prior to execution of the Master's deed, as well as in the name of the undersigned Master in Equity, who executes such deed as grantor.

12. The successful bidder upon timely submission of the bid deposit shall be entitled to payoff amounts from any lienholder associated with the property that is the subject of this action. Liens include, but are not limited to, mortgages, statutory liens (mechanic's liens, property owners' association liens or other liens created by operation of law), judgments, tax liens and others. In the event the Plaintiff is the successful bidder, Plaintiff shall be also be entitled to payoff amounts from lienholders. Lienholders shall provide payoff information within ten (10 days) of request. Upon the direction of the court, payoff amounts from any senior lienholder shall be provided and can be included in the Order of Foreclosure and Sale, Notice of Sale or any other applicable court document.

13. Upon notification of surplus funds, the Plaintiff shall provide this court the Debtor's contact and identifying information ("Ordered Information") from their files so that the Debtors may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered information required by this court shall be

provided to the court within a reasonable time period.

14. The undersigned Master in Equity will retain jurisdiction to do all of the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), South Carolina Rules of Civil Procedure.

15. Advertisement shall not be initiated any sooner than six weeks prior to the scheduled sales date.

16. The foregoing is a description of the premises ordered to be sold is shown in Exhibit "A" attached.

Alan D. Clemmons
Master-In-Equity for Horry County

Conway, South Carolina

EXHIBIT "A"

All and singular those certain pieces, parcels or lots of land, situate, lying and being in the County of Horry, State of South Carolina, in Simpson Creek Township, containing Lot 15 as shown on that plat entitled "Final Plat of Shaftesbury Green, Phase 2" by Beasley Land Surveying, Inc. dated December 27, 2002 and recorded July 21, 2005 in Plat Book 206 at Page 198, Horry County Records.

This being the identical property conveyed to Sandra L. Adams by Deed of Ashley Turner Building Company, Inc. dated December 7, 2006 and filed on December 8, 2006 in Deed

Book 3200 at Page 650, records of the Register of Deeds for Horry County, South Carolina.

Property address: 157 Dunbarton Lane
Conway, SC 29526

TMS: 113-19-01-017



Horry Common Pleas

Case Caption: Shaftesbury Green Property Owners Association Inc VS Sandra L. Adams , defendant, et al
Case Number: 2025CP2600486
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity