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STATE OF SOUTH CAROLINA COUNTY OF HORRY Elizabeth A. Crotty and James K. Orzech, Plaintiffs, vs. Windjammer Village of Little River, South Carolina, Property Owners' Association, a South Carolina Eleemosynary Corporation, Defendant.	)	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT C/A NO. 2009-CP-26-10523 **RE: AUGUST 30TH RULE TO SHOW CAUSE HEARING: PLAINTIFFS' MEMORANDUM REQUESTING THAT THE COURT RE-VISIT THE FINAL ORDER IN THE NAME OF JUSTICE**

TO: THE HONORABLE STEVEN H, JOHN & ATTORNEY KENNETH R. MOSS, COUNSEL FOR DEFENDANTS

The Court has scheduled a 'Rule to Show Cause Hearing' in the above case for August 30, 2012. The purpose of this Hearing is to determine whether or not Defendant will be awarded *even more* taxable costs pursuant to Rule 54(e). Plaintiffs submitted their 'Memorandum in Opposition to Defendant's Proposed Order' on August 6, 2012. The following Memorandum is Plaintiffs' additional arguments and pleadings, requesting that the Court re-visit the Final Order in the name of Justice. We shall represent ourselves at this Hearing *per se*.

Now that attorney Moss has caused this case to be reopened, we respectfully request that the Court also reevaluate some of its decisions from the June 2011 Trial and the February 2012 Hearing based on: **(1) New evidence** that Plaintiffs were not aware of until after the Trial of June 2011, that dramatically clarifies this otherwise murky sales transaction in a way that demands that the decisions, regarding '***access***' and '***parking***,' be reversed; **(2)** The confusion at the Trial brought about by the improper interpretation of

EXHIBIT
B
Blumberg No. 5208

the words ***'access from'*** and ***'entrance'*** in the English language, as used in the Sales Contract, and **(3)** The crassly **ineffective representation** by our former attorney at Trial.

(1) New Evidence

In April **2002**, while Plaintiff Orzech was still deployed overseas with American and NATO Forces in Bosnia, Plaintiff Crotty purchased the old Bathhouse Property from the Windjammer Village POA in open bidding. She remodeled what became known as the 'B00 House' into a magnificent new home, which stands today in stark contrast to the dilapidated community eyesore that she bought from the POA.

When Plaintiff Crotty signed the **2002** Sales Contract (Attachment **A**), the only ***access from Gamecock Circle*** to the old Bathhouse was ***along the so-called 'Paved Driveway,'*** which then safely accommodated two-way traffic for over thirty years, either from the Little River Drive or the Gamecock Circle direction. Up to that time anyone ***parked*** all over that property when they ***accessed*** the bathhouse or got their mail.

The current location of our garage and short private driveway, which we voluntarily built just in **2005** – three years later -- was then thickly forested with a high slope, <u>not</u> providing any ***access from Gamecock Circle*** to the B00 Property, whatsoever. <u>At the time of the sale</u>, WJV POA made absolutely <u>no</u> demands on Ms. Crotty that:

- She must immediately, or at any time, build a ***long Private Driveway*** through the heavily forested section of the B00 Property; or that:
- Said ***long Private Driveway***, *if* and *when* built, was intended to be the <u>*exclusive*</u> ***access from Gamecock Circle*** to her home, replacing and/or eliminating the original *access from Gamecock Circle* along the 'Paved Driveway' from the time of the sale.

There is <u>no</u> language -- <u>none at all</u> -- in the **2002** Sales Contract or in any other contemporaneous document to the contrary.

Plaintiffs' trouble with the WJV POA did not begin immediately, as Defendant alleged at Trial, but in July **2003** – more that a year after the Sales Contract was signed in May **2002** -- when Defendant WJV POA's Board of Directors and its Architectural Committee chairman ***wrongfully*** began insisting that Ms. Crotty must immediately build a ***long Private Driveway*** from Gamecock Circle (Attachment **B**) through the then heavily forested portion of the B00 Property to the old Bathhouse, which *somehow* was to be her *exclusive* and *only* ***access from Gamecock Circle***, and the *only* place she could ***park*** her car. Plaintiff Crotty had **no** idea what they were talking about, but each time she sought some kind of clarification, she was treated only to antagonistic threats, intimidations and fines from Defendant WJV POA and its agents; all of which was well documented, but not presented to the Court at Trial by our former attorney.

The requirement to construct an expensive ***long Private Driveway*** was never included in the **2002** Sales Contract (Attachment **A**) between Plaintiff Crotty and Defendant WJV POA. Nonetheless the POA's officers ***mistakenly*** and ***erroneously*** kept on harassing us (Elizabeth Crotty and later James Orzech) over this issue for years, even insisting that we ***park*** only on that non-existent, mythical 'long Private Driveway' and not in our own front yard, like every other resident in Windjammer Village.

This misperception and its implications for our ***access***, ***parking*** and *benign enjoyment of life*, has persisted in one form or another now for over nine years, creating a never-ending nightmare. Nonetheless, despite some nastiness from the Board and its agents over the years, the POA ultimately did allow us to ***park*** in our own front yard almost continuously from the initial purchase in **2002** through the Final Order in **2011**

In **2009**, Defendant's then-attorney Roger Roy advised the Board that we, indeed, had a right to ***park*** anywhere on our own property, per the Windjammer Village Rules and Regulations. After the then-Board President, Rosanne Pazoga, made that information public, the other four members of the Board immediately voted to remove her from the Board and to send out a punitive Mail-In Ballot referendum to illegally take out the 'Paved Driveway,' expressly to deny us that ***access*** to our property. It was then that we reluctantly initiated this lawsuit, receiving a TRO in **2009**, made permanent in **2011**.

In September **2009** in support of the POA's referendum to illegally remove the 'Paved Driveway' in front of our home, Defendant WJV POA published in its *Village Breeze* newsletter (Attachment **C**), mailed out to all of our neighbors, other residents and homeowners in Windjammer, the following ***false*** and ***libelous*** disinformation, regarding the circumstances of Ms. Crotty's purchase of the B00 Property in **2002**:

> ... The contract of purchase had stated the property must be accessed from Gamecock Circle. It was stated *in writing* and the bid was reduced by **$3,000** due to the fact they were going to have to install **a long driveway** ...

At that time, we had **no** idea *why* Defendant WJV POA was making those outrageously *mistaken* and *unsubstantiated* claims in their newsletter. However, after the June **2011** Trial (Civil Action # 2009-CP-26-10523), when examining POA Attorney Moss' *Trial Exhibits Book*, which our former attorney irresponsibly had not even shown us before the Trial, we for the first time discovered dramatic **new evidence** that in **1998** – four years prior to the sale to Liz Crotty in **2002** – James Hackert, a prospective buyers for the old Bathhouse property, acknowledged in writing in **1998** that ***he*** had been told that ***he*** must build a ***'long Private Driveway'*** from Gamecock Circle.

Documentary proof of Hackert's **1998** agreement came from attorney Moss' **2011** *Trail Exhibits Book* in a Memo identified as **Defendant's Exhibit #12** (Attachment **D**), which stated that during the POA's previous attempt to sell the Bathhouse property in October **1998,**

> "... Both bidders (Hackert and Richard Gherri) have indicated ... that they lowered their bids (for the B00 property) by approximately **$3,000** due to the fact of building **a long driveway** that ***access*** to the property would now require."

And in a handwritten note initialed by James Hackert, "Reason for the low offer: **(1)** length of driveway $3,500 and **(2)** 25% of land is gone."

Therefore, it now has be shown that Defendant WJV POA and its agents:

a. ***Erroneously*** for the past nine years have tried to enforce an understanding made with someone else, James Hackert, in **1998** against us, Plaintiffs Crotty and Orzech, despite the fact that no such agreement ever had been made with either of us contemporaneous to the **2002** Sales Contract, or at any time afterwards.
b. ***Maliciously*** published disinformation they knew to be false in their September 2009 *Village Breeze* newsletter, *purposely* and *wrongfully* attributing understandings made with James Hackert in **1998** to us, in a corrupt, dishonest attempt to rig their Mail-In-Ballot referendum to obtain the POA Members' approval to *illegally* and *punitively* tear out the 'Paved Driveway.'

It was all a big mistake followed by big lies!

Now in the name of truth and justice, we pray that the Court will rectify that mistake and those lies, reversing its decisions to the contrary in the Final Order that restricts Plaintiffs' ***access to*** and ***parking on*** the B00 Property.

(2) The English Language

The true wording of the Sales Contract in the English language has consequence. The meanings of the phrases ***'entrance'*** and ***'access from'*** are not synonymous or interchangeable, as they ***carelessly*** and ***erroneously*** were used in the Trial. Per the *Merriam-Webster Collegiate Dictionary* (10th edition) (Attachment **E**),

- ***'Entrance'*** is defined as the means or ***place of entry***, while
- ***'Access from'*** is defined as an ability to enter, approach, communicate with, or pass to and from ***a starting point of physical motion.***

The **2002** Sales Contract never used the word ***'entrance'*** (***place of entry***), but in fact states, ... It is further agreed that ***access*** to this property shall be ***from Gamecock Circle*** (***a starting point of physical motion***). ...

There are three ways to look at the **2002** Sales Contract, depending on what was actually written *in English,* and what the true circumstances were *at the time of the sale*:

1. ***If*** the Sales Contract had stated, "***entrance*** shall be ***from*** Gamecock Circle," which it did **not**, ***then*** WJV POA rightfully could demand that the purchaser ***enter*** the property directly ***from*** *Gamecock Circle* only at a point at which the property physically abuts Gamecock Circle, and not from along the 'Paved Driveway,' making ***parking*** in the front yard non-permissible.

2. ***If,*** as in the case of the cancelled sale to James Hackert in **1998**:

   (a) The Sales Contract had stated, "***access*** shall be ***from*** Gamecock Circle," ***but***
   (b) There also was a separate agreement between the parties before the sale that the buyer must build a **'long Private Driveway'** to be the *exclusive* ***access from Gamecock Circle; then***
   (c) WJV POA would be correct in denying Hackert ***access*** along the 'Paved Driveway' and ***parking*** in his front yard, *rightfully* demanding that he must build and use only that 'long Private Driveway.'

3. ***If,*** however, as in the case of the sale to Plaintiff Crotty in **2002**:

   (a) The Sales Contract stated, ***access*** shall be ***from Gamecock Circle, but***
   (b) The only ***access from Gamecock Circle*** to the property *at the time of the sale* was along the 'Paved Driveway,' which then permitted two-way traffic, ***and***
   (c) There was no prior agreement between the parties, obligating Ms. Crotty to build a ***'long Private Driveway'*** from Gamecock Circle that was to be her exclusive ***access, then***
   (d) WJV POA would have no right to deny Plaintiffs, their guests or their assigns, ***access*** to anywhere on their property along the 'Paved Driveway' and ***parking*** in their own front yard.

Per the above logic, our ***access from Gamecock Circle along the 'Paved Driveway'*** to anywhere on our own property and ***parking*** in our own front yard never did

violate the Sales Contract with the POA, given the proper interpretation in the English language of the words '***access from***' and the initial conditions in **2002.** Therefore, decisions in the Final Order to the contrary needs to be corrected.

(3) Ineffective Representation

The Court's Final Order of June **2011** was *in error* on several key points, largely because of the **ineffective representation** we as clients received from our former attorney, Richard Lovelace, whom we nonetheless continue to hold in great esteem. Although he unquestionably did admirably for us with the Injunction, for which we paid him a fixed fee; and with the pre-Trail Contempt-of-Court Hearing, for which we paid him more; as well as with the post-Trial Motions for Reconsideration, for which we paid him more yet again; it seems that he *somehow* did not feel obligated to vigorously pursue our vital interests against Defendant's counterclaims. For example, he:

- Did not alert us that Defendant's counterclaims were more than just arguments against granting the Injunction *or* that we were going to a Trial over ***access*** and ***parking*** on June 22-23, 2011, not just another Hearing.
- Did not asked us for or received additional compensation from us to defend us against counterclaims, apparently never intending to do so.
- Refused to fully listen to our story, or to study the voluminous material we provided him before the Trial, enough to understand the complex history inherent in defending our interests in this dispute with the POA over ***access*** and ***parking*** – or to comprehend the intensity of our feelings.
- Did not take issues brought out in Defendant's counterclaims seriously, while not adequately preparing himself or us for the Trial, except for the Injunction part.
- Failed to call to testify at the Trial our key witness, Roseanne Pazoga, who had been deposed for an entire day at considerable expense, and who was standing by in Court.
- Failed to challenge Moss' choice of Exhibits, which painted a decidedly one-sided and blatantly false accounting of key events and issues, and for which there were many other documents in our possession arguing strongly to the contrary.

- Allowed Defendant's attorney and witnesses to spin **one myth after another** without challenge, while we as Plaintiffs were furiously writing notes, begging him to object, to which he would only respond that it was not relevant. For example:

Myth #1: The Sales Contract was in no way vague or contradictory.

Plaintiffs disagree. The Sales Contract is *still* being misinterpreted, because of the confusion over its meaning in the English language, when the words '***access from***' and '***entrance***' are *carelessly* and *mistakenly* used interchangeably, as they were at the Trial. This matter is discussed in detail above. Words should have consequence in interpreting contracts. As well educated citizens, we understood this distinction and argued this point continuously over the tenure of this dispute, to absolutely no effect with the POA Board of Directors. **Our former attorney never brought up this key point at the Trial.** Now we can only pray that a thoughtful Judge, whose obligation it is under the Law to properly interpret contracts in the English language, will comprehend this *reality* and ***reverse*** his initial findings in the Final Order that unjustly denied us, our heirs and assigns, ***access from Gamecock Circle along the 'Paved Driveway'*** and ***parking*** in our own front yard, in perpetuity.

Myth #2: This Dispute began very shortly after the purchase in 2002.

False: The Sales Contract was signed in May **2002**, but the dispute did not arise until July **2003**, fourteen months later, when out of *nowhere* the elderly Architectural Committee chairman, Paul Reinhardt, caused the POA's Office Secretary to write a letter (Attachment **B**) to Ms. Crotty, demanding that she put in her **'long Private Driveway'** immediately. Apparently Mr. Reinhardt had been around in **1998** during the attempted sale of the B00 Property to James Hackert, who in fact would have been required to put in such a 'long Private Driveway' immediately, *if* the sale to him had gone through, which it did not. This ***mistaken*** demand, discussed in detail above, ***erroneously*** initiated this dispute, but it was never enforced, and to this day Plaintiffs have not put in a 'long Private Driveway.' However, that accursed letter languished like a time bomb in Plaintiffs' file in the WJV Office, detonating to great effect in **2007**.

Myth #3: This Dispute has continually escalated since 2002.

Not at all true: From May **2002** through July **2003** there was no dispute. Ms. Crotty ***accessed*** the B00 Property from along the 'Paved Driveway' and ***parked*** wherever she chose during the initial phase of construction. After Reinhardt's ***mistaken*** letter of July **2003**, discussed in detail above, which Plaintiff Crotty rebutted in writing that very same day, the WJV POA Board immediately recanted and only asked that she and her contractors not park directly on the 'Paved Driveway.' **Our former attorney never mentioned that at the Trail.** During the next construction phase, which lasted into **2007**, more that five full years into our ownership, there were no interruptions in our ability to benignly ***access*** our home from along the 'Paved Driveway' and ***park*** in their own front yard. Likewise, there was absolutely no thought of and no reason for making the 'Paved Driveway' one-way up to that point. Despite an occasional mix-up, by early **2007** the WJV POA Board of that day had accepted that by contract ***we were guaranteed access to the B00 Property from Gamecock Circle by way of the 'Paved Driveway,'*** which we used all the time. The current dispute began precisely on Saturday **June 16, 2007;** has escalated ever since; and is the subject of Civil Action No: 2010-CP-26-5929, Crotty and Orzech vs. Cotcamp et al., to be tried before a Jury as early as November **2012**.

Myth #4: The current dispute is about *access* and *parking*.

Not true: The current dispute is about abuse of process, assault, battery, civil conspiracy and the intentional infliction of emotional distress and outrage. It arose in spring **2007** when Ms. Crotty became a candidate for election to the Windjammer Village Board of Directors. At a 'Meet the Candidates' event, she and another candidate spoke out against the perceived petty corruption of Board Members Norman Meaders and Charles Nill. That made them 'marked women.' In a five-person race for three seats as Directors, acting Board President Meaders devised 'dirty tricks' to disqualify the two not to his liking. For candidate Crotty, Meaders dredged up long-discredited, dormant documents about ***access*** and ***parking*** at the B00 House from the WJV files, including some of those that were trotted out again as so-called '*evidence*' at the Trial, **without any objection**

from our former attorney. Meaders fashioned five of these misleading scraps of paper into one 'Concern' that was acted upon by a quorum consisting of Mr. Nill and two recently appointed Directors at the Board meeting on **June 16, 2007**, without any research or any discussion. The result was that we suddenly were fined **$100** for ***parking*** in our own front yard and lost all privileges of POA membership, with the threat of escalating fines if we persisted, despite the fact that we were not in violation of any WJV Rule or Regulation, as required by the By-Laws. More significantly, that Board action made candidate Crotty **not** a 'Member in Good Standing,' and therefore, **not** eligible to be elected a Director. We bitterly complained to Directors Meaders, Nill and Hughes, insisting that the Sales Contract guaranteed us ***access*** to our property from Gamecock Circle along the 'Paved Driveway' and thereby ***parking*** in our own front yard, as we already had been doing for the past five years. After we apparently won that verbal argument, Meaders threatened to make the 'Paved Driveway' one-way, expressly to deny us ***access*** from Gamecock Circle to our front yard. We audio-recorded that meeting and fully documented every step along the way from then on. After the Board did not rescind the fine, we posted a protest letter on the community bulletin board (Attachment **F**). After the **2007** WJV Fourth of July Party, Ms. Crotty was explaining the posted letter to passers by when an irate and inebriated acting Board President Meaders came out of the clubhouse and punched her on the jaw. Once Ms. Crotty caused criminal Assault and Battery charges to be filed against Mr. Meaders, the 'current dispute' really ramped up into years of unlawful retaliation and defamation against us, culminating in the rigged Mail-In Ballot referendum of **2009** to illegally remove the 'Paved Driveway,' from which we sought the Injunction that initiated this case in the first place. There is more, much more. However, at the Trial, there was not a hint of this true, underlying story – just a lot of confusing blather from Moss about ***access*** and ***parking*** that went almost completely unchallenged by our taciturn former attorney.

Myth #5: The Board has an inherent right to make the 'Paved Driveway' one-way.

True, but that was not the issue: After having been charged with Assault & Battery, Norman Meaders, the acting President of the WJV POA Board of Directors, attended a

Bond Hearing with Magistrate Whitley. As part of Meaders' bond agreement, the Court ordered him not to take any action against his victim, Ms. Crotty, while he was awaiting Trial. Nonetheless, Meaders took the opportunity then to carry out the threat he had voiced prior to the **July 4th 2007** Assault to make the 'Paved Driveway' one-way, expressly to deny us ***access from Gamecock Circle*** to the shady parking spots in our front yard, as ***unlawful retaliation.*** The WJV POA Board never discussed this issue at any public meeting or passed any resolution designating it one-way. If they had, it would have been recorded in their Minutes, but it was not. There was absolutely no traffic-safety consideration, as Defendants retroactively would allege. We checked Horry County records in Conway, but found no evidence at all that the 'Paved Driveway' ever before had been designated '*one-way*,' as the POA would falsely claim in their centrally controlled newsletter, just like in Orwell's *Animal Farm*. Norman Meaders simply caused one of his surrogates to purchase the signs and have them installed, as ***revenge.*** Afterwards, whenever we ***parked*** in our front yard, as we did most of the time until the Final Order in 2011, we simply ***accessed*** those spots from Little River Drive, considering that the POA's installation of one-way signs after-the-fact rendered that clause in the Sales Contract moot. It should be noted here that on the same day that the Solicitor dropped criminal charges against Meaders, **January 8, 2008,** the POA's Maintenance Committee, lead by Meaders' surrogate Nill, tore out the magnificent Azalea Garden in front of the B00 House, as further ***retribution*** against us. **Once again, our former attorney failed to convey any of these circumstances surrounding Defendant's intentional infliction of emotional harm and outrage against us at the Trial, except for a last minute, out-of-context allusion to the devastation of the Azalea Garden.**

Myth #6: As POA Members, Plaintiffs can be barred from crossing common turf.

Outrageous: Every month we pay **$70** POA fees for each of our three properties. That comes out to **$210** per month and **$2,520** per year, but *somehow* we cannot cross 3.1 feet or 5.7 feet of common property to reach our own front yard from the 'Paved Driveway,' which itself is common property. Add to that the fact that nearly everyone in Windjammer Village with about 400 residences must cross on average of 6.0 feet of

common property to get from their Circle to their property across what seems to them to be their driveway. The reason is that the roadway easements are about 24 feet wide, but the Circles roadways are actually only 12 feet wide. As we demonstrated at the Trial with our *Photo Album of Parking in Windjammer Village,* many residents simply build parking pads on WJV common property along the Circles next to their homes. It is simply ***outrageous*** that we, alone among all Windjammer residents, are barred from crossing common turf to reach our home. **How can this possibly be rationalized?**

Myth #7: *'Access'* and *'Parking'* at the B00 House are "insignificant items."

Nothing could be further from the truth: For Plaintiffs Elizabeth Crotty and James Orzech, these are vital issues in our day-to-day lives, as well as in our future, as we become more and more elderly, for the following reasons:

- We are now 63 and 66 years old and not getting any younger. The Veterans' Administration has deemed Ms. Crotty to be 100% disabled with PTSD. She also has 'spinal stenosis,' an orthopedic problem, which becomes worse and worse year-by-year, making it painful for her to recover after long periods of sitting, such as after driving her car. The State of South Carolina already has issued her a Handicapped placard for her car. In fact she already moved out of her dream home, the B00 House, in February 2009 because of all of the hassles with the POA over ***parking*** near her front door. That is costing her about **$1,400** per month by not being able to rent out her other residence at 2121 Brunswick Circle in WJV. We each have witnessed both of our parents degenerate in old age from robust, active people to invalids with significant mobility problems. Must we now always be required to lug our groceries an extra 140 feet, sometimes in the heat and at other times in a driving rain; or face Contempt-of-Court charges, fines and jail? Will we ultimately be forced to abandon our home, as we grow old and loose mobility, because we cannot park near our front door, or even have someone pick us up there, due some misconception over the proper interpretation and usage of the English language in a contract?

- Our friends, too, are elderly and getting less physically able all the time. Just this week we had a visit from a 73-year-old female veteran who had just moved back to this area. When she arrived, she naturally drove right onto the 'Paved Driveway' and was about to ***park*** in the forbidden spot near our front door. I (James) had to run outside and implore her not to ***park*** there under penalty of law. I insisted that if she ***parked*** there, our POA would file a Contempt-of-Court complaint against us that could result in serious legal expenses and likely a fine – *maybe* even jail time. She thought I was nuts and laughingly stuck her hands out of the window in the '*Go Ahead, Put the Cuffs On*' position. After many minutes of arguing with her, she finally yielded and drove her car to the driveway that is 140-feet further away. In the August mid-day, blazing-hot sun with high humidity, this feeble grandma then walked with her cane that extra distance over hot asphalt to get to the front door of the B00 House. Is that really what the Court had in mind with the Final Order?
- Most importantly, we are American citizens who have 62 total years of service to our country. We both have fought tyranny all over the world. Now Elizabeth is a disabled veteran. The fact that she is unable to park in her own front yard, as all other WJV residents do, is simply *untenable*.

Conclusions

Respectfully, we believe that the Court erred in the Final Order on issues of ***'access'*** and ***'parking'*** at the B00 House for two reasons: **(1)** Improper interpretation and usage of key words in the English language, as they apply to the Sales Agreement; and **(2)** The ineffective representation by our former attorney, who failed to argue our side of the story at Trial, against myths and counterclaims put out by a very well prepared, but decidedly one-sided presentation by Defendant's attorney Moss; and then refused to file a Motion for Reconsideration on this issue, because he had not defended it. Further, we found vital new evidence after the Trial that significantly clarifies and debunks the myths about the central issue in this case – the true intention of parties in signing the **2002** Contract of Sales.

Recommendations

With this fresh perspective that was not available at Trial, different conclusions can and should be reached. We, therefore ask that the Court reevaluate its decisions, concerning '***access***' and '***parking***' at the B00 House, and modify its Final Order to conform to these new facts. If that is not possible under the Law, we request a new Trial over these matters in the interest of Justice.

Respectfully submitted,

Per Se Plaintiffs

Elizabeth A. Crotty and James K. Orzech, Ph.D.

2148 Gamecock Circle
Little River, SC 29566

Tel: (843) 281-2299

Little River, South Carolina
August 23, 2012

STATE OF SOUTH CAROLINA)
) CONTRACT OF SALE
COUNTY OF HORRY)

THIS AGREEMENT is made this 13TH day of ~~April~~ MAY, 2002 between Windjammer Village of Little River Homeowners Association, Inc., hereinafter referred to as "~~Seller~~" ~~and~~ Elizabeth A. Crotty, hereinafter referred to as "Purchaser".

Purchaser agrees to purchase and Seller agrees to sell, that certain tract of land in Horry County, South Carolina, more particularly described on Exhibit "A" attached hereto.

Subject to all covenants of record (provided they do not make the title uninsurable) and to all governmental statutes, ordinances, rules and regulations.

The purchase price is Thirty Five Thousand One and No/100ths ($35,001.00) Dollars to be paid as follows: $3,501.00 has been paid to Seller, the receipt of which is hereby acknowledged, to be held in trust by the Seller until closing, and the balance of $31,500.00 is due upon closing in certified funds.

Taxes, assessments, HOA dues and all other applicable pro rata items (as and when collected) shall be adjusted as of the date of delivery of the deed.

This sale includes no personal property.

This sale is conditioned upon: (1) clear title.

Seller agrees to convey insurable title and deliver a proper statutory warranty deed free of encumbrances except as herein stated, with all stamps affixed thereto. The closing shall take place at the office of Purchasers' attorney within Sixty (60) days from the date of execution of this agreement, or earlier if mutually agreeable.

Closing costs shall be paid by Purchaser with the exception of deed preparation and

deed documentary stamps which shall be paid by Seller..

Purchaser shall be responsible for all permits, impact fees, tap-in fees and deposits for utilities to said tract.

Purchaser does hereby acknowledge that the property described in Exhibit "A",attached hereto, is subject to the Declaration of Covenants and Restrictions for Windjammer Village of Little River Subdivision. Any proposed construction, alteration or modification to the structure located on the property shall be submitted to the Windjammer Village of Little River Homeowners Association, Inc. as stated in the Restrictions and By-Laws for Windjammer Village of Little River. The premises may not be used as a bathhouse and shall be converted to a single family dwelling and shall conform with the R-7 Zoning regulations of Horry County, South Carolina. The Purchaser shall locate all underground utility lines prior to any construction. It is further agreed that access to this property shall be from Gamecock Circle. This paragraph shall survive the closing.

In case the property herein referred to is destroyed wholly or partially by fire or other casualty, Purchaser shall have the option for ten days thereafter of proceeding hereunder, with an agreed adjustment in the purchase price, or of terminating this agreement and being repaid all amounts paid hereunder.

Upon default by the Purchaser, the Seller may retain all sums paid pursuant to this contract, and rescind this Contract. Upon default by the Seller, Purchaser may enforce this Contract by an action at law or in equity. The defaulting party shall pay all the actual costs incurred by by the non-defaulting party, including but not limited to the costs of title examination and attorney's fees.

This agreement constitutes the entire contract and can only be changed by written agreement between the parties.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

WITNESS the parties hereto by their hands and seals the day and year first above written.

In the Presence of:

Windjammer Village of Little River HOA, Inc.

Witness

By: Andrew G Anderson
Its President

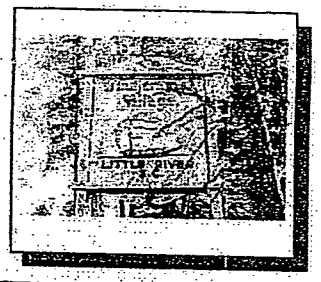
Witness

By: Carolyn R. Ramsbottom
Its Vice-President

Witness

Elizabeth A. Crotty, Purchaser

Witness



"CERTIFIED"

Crotty and Orzech vs. WJV et al.

Attachment B

Plaintiffs' Memo #2 to Judge John
Re. August 30, 2012 Hearing

July 14, 2003

Ms. Elizabeth Crotty
2121 Brunswick Circle
Little River, S. C. 29566

RE: Bathhouse #1

The Board of Directors met Saturday, July 12, 2003. Your request for an extension was discussed and the following motion was made, seconded and carried:

1. Your private driveway to B00 must be completed immediately. There can be no entrance or exit to/from Little River Drive. Your vehicles, as well as those of your contractors, must be parked there. Parking on Little River Drive and by the mailboxes is not permitted.
2. A three (3) month extension from the date of receipt of this letter is granted for completion of the exterior with a ten dollar ($10.00) per day fine for each day beyond the three (3) months.
3. A six (6) month extension was granted for completion of the interior of your home.
4. No new/used concrete, stones, etc. are permitted on the property as per R/R/R Attachment 1, page 1, #4.
5. The storage shed at the rear of your property is to be removed when the construction is completed.

Sincerely,

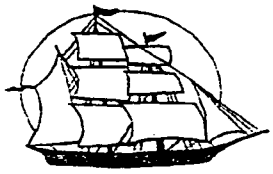
Angela Marcotte

Angela Marcotte, Board Secretary
Windjammer Village Board of Directors

cc: Board of Directors
Paul Reinhardt

Enclosure

windjammerpoa.com
opinions@windjammerpoa.com
wjvpoa@sc.rr.com
843-249-2460
Fax: 843-280-4840
Emergency: 843-742-7749



The Windjammer Village Breeze

September 2009

Crotty and Orzech vs. WJV et al.

Attachment C

Plaintiffs' Memo #2 to Judge John
Re. August 30, 2012 Hearing

Don't bug her when she
line of defense, declarin
neighborhood of those p

our first THANK YOU

The Village People!

Condolences...
to the families of **Marjorie Datthyn**, Calabash Circle, and **Reid Baker**, Adams Circle, on their recent passing.

A memorial celebration will be held Oct 2 for long-time resident **Bettie Aiken** by her family from 3pm to 5pm at the clubhouse. Light refreshments will be served. All who knew **Bettie** are welcome.

If you have an item you'd like to see here - birthday, anniversary, etc., please drop it at the office, call or email Pat Pelton at patpelton@verizon.net

Board

It was decided at our September 15th meeting of the BOD to make a motion to remove Rosanne Pazoga from the board and suspend her until the vote of the membership is counted. There have been ongoing differences between Rosanne and the rest of the members of the board, Village volunteers and employees. We therefore, decided for the good of the Village to remove Rosanne. We will be preparing a ballot asking the members to support us in this decision to remove Roseanne. Article 5-4 of the by-laws states: Any Director may be removed at any time with or without cause by a majority vote of the members of the Association. Action to remove a director may be initiated by a majority of the Board of Directors or upon submission of a petition by 25% of the qualified voting Members. A majority of those voting is required for removal.

Also, there has been an ongoing argument with the owners of BOO, Elizabeth Crotty and James Orzech, as to the way they access their property. They continue to park in front of their house using the mailbox driveway for access to their property. Every other home in Windjammer Village must use the circle roads to access property. This has resulted in ongoing legal bills. The contract of purchase had stated the property must be accessed from Gamecock Circle. It was stated in writing and the bid was reduced by $3000 due to the fact they were going to have to install a long driveway. The current Board of Directors feels it is too important to make the decision on its own, and we will be sending it out to the membership for a vote. Some thoughts that we are entertaining are:

1 Enforce the current contract.

2. Move the mail boxes down to become parallel with the road like all other mailboxes in the community with ample room to park off the road. Remove mailbox circle road and use property as another garden/park. This would be a nice entrance to our Village. This will keep the lot intact, eliminate anyone from driving on POA property and could be sold in the future, if necessary. Members have voiced their concerns regarding the parking on this property.

Fines:

2 - $300 fines for throwing a homemade bomb; 1 - $100 fine for underage driving; 1 - $100 fine for still allowing a cat to roam free; 3 letters for overgrown lots; and 1 letter for leaving a trailer on the property

Beautification

The contract for the front entrance maintenance was signed.
ADOPT A HIGHWAY PICKUP -SC 179 to North Carolina Border: Meet at POA Office Saturday, September 26th 9:00am. Wear long pants and bring gloves. Vests and bags will be provided. Your help would be greatly appreciated. A good project for teens who need to do community service. More info: Call John Phalen 249-4862

Members of the Board
October 24, 1998
RE: Sale of Bathhouse #1

Crotty and Orzech vs. WJV et al.

Attachment D

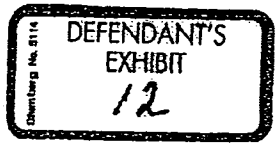
Plaintiffs' Memo #2 to Judge John
Re. August 30, 2012 Hearing

As you can see neither offer is within the range that we anticipated. Both bidders have indicated to me that they lowered their bids by approximately $3000 due to the fact of building the long driveway that access to the property would now require. This would be true of all my original figures.

I have not recived a difinitive answer on the tax situation. The last I was told was that we do not fall in the 15% range but would have enought leeway in our income figures to reduse the tax liability. I tried to check this out today but ws unable to do so.

I do not believe we can consider offer # 2, offer #1 wants his deposit returned no later than Nov. 30 this would give us time to have the accountant gives us a review of the impact of this sale.

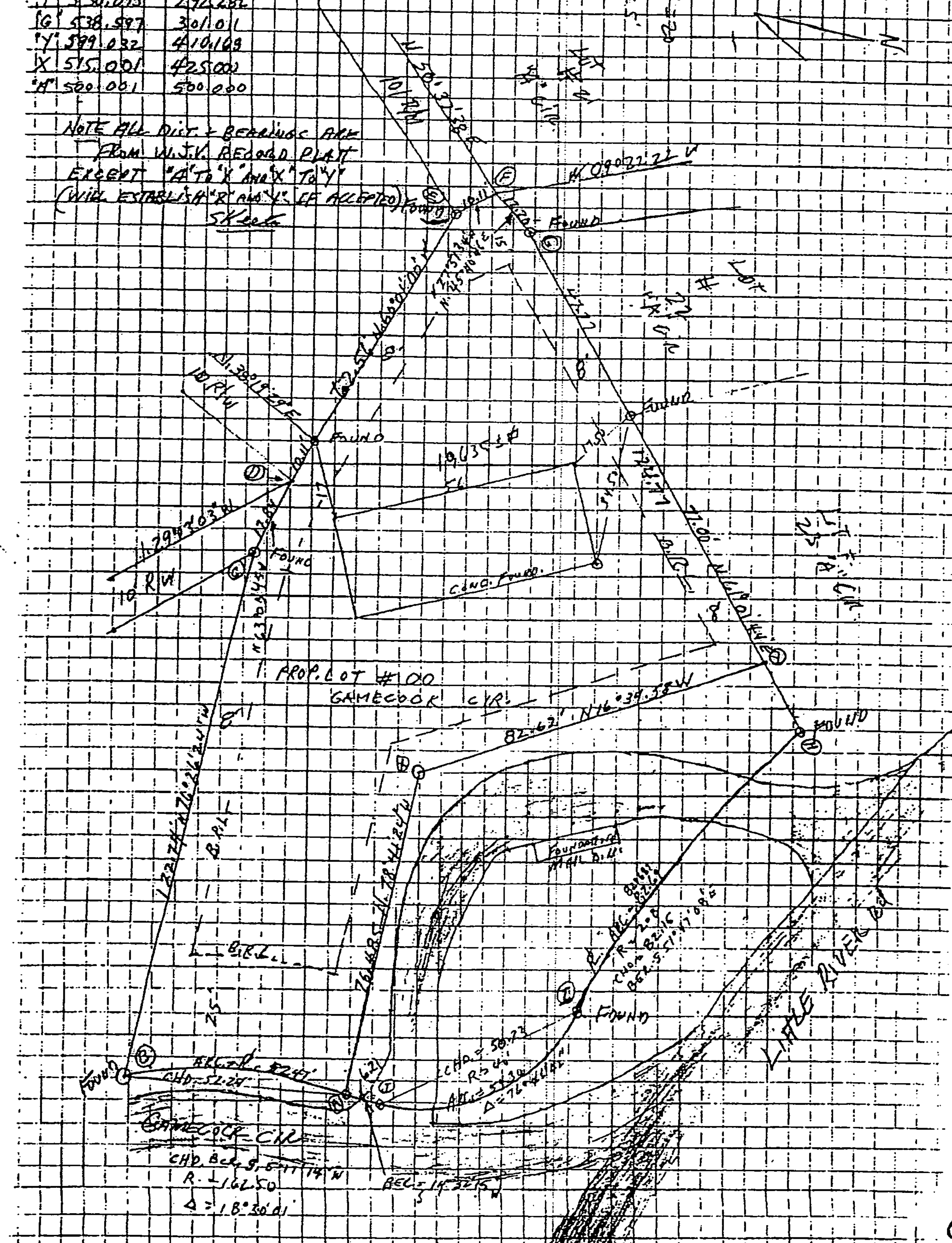
Barbara Culver
Treasurer



	OFFER #1	OFFER#2
AMOUNT	$35,000	$32,500
DEPOSIT	Bank Ck $3,500.	Bank ck. $3,250.
DESIGN	Blueprint attached	unsure..3 or 2 bedroom
COMPLETION	As stated by Village	9 mos/1 yr. From closing
PAYMENT	Balance of purchase price within 60 days of Buyer notification that He was the successful bidder	Unstated-assume at closing
CONTINGINCIES	Approval of Bank Loan-bidder Has submitted plot and plans to bank. Inspection of fuel tank. Removal if Fails Disclose location of electric meter.	None
OFFER FORM	Typewritten, witnessed	Handwritten
USAGE	To inhabit	To sell

CO. ORD.	CO. ORD.
"A" 500.000	500.000
"B" 467.982	495.186
"C" 476.760	375.828
"D" 484.819	359.951
"E" 521.135	297.007
"F" 530.073	292.282
"G" 538.597	301.011
"Y" 599.032	410.169
"X" 515.001	425.000
"H" 500.001	500.000

NOTE ALL DIST. & BEARINGS ARE
FROM W.J.V. RECORD PLAT
EXCEPT "A" TO "X" AND "X" TO "Y"
(WILL ESTABLISH "X" AND "Y" IF ACCEPTED)
SKetch



Reason for the low offer
1 length of driveway $3,500.00
& 25% of land is gone

John

ac•cess \"ak-ˌses *also* ik-"ses\ ***noun*** [ME. fr. MF & L; MF *acces* arrival, fr. L *accessus* approach, fr. *accedere* to approach — more at ACCEDE] (14c)

1 a : ONSET 2
b : a fit of intense feeling **:** OUTBURST
2 a : permission, liberty, or ability to enter, approach, communicate with, or pass to and from
b : freedom or ability to obtain or make use of
c : a way or means of access
d : the act or an instance of accessing
3 : an increase by addition <a sudden *access* of wealth>

from \"frəm, "främ *also* fəm\ ***preposition*** [ME. fr. OE *from, fram;* akin to OHG *fram,* adv., forth, away, OE *faran* to go — more at FARE] (bef. 12c)

1 — used as a function word to indicate a starting point of a physical movement or a starting point in measuring or reckoning or in a statement of limits <came here *from* the city> <a week *from* today> <cost *from* $5 to $10>
2 — used as a function word to indicate physical separation or an act or condition of removal, abstention, exclusion, release, subtraction, or differentiation <protection *from* the sun> <relief *from* anxiety>
3 — used as a function word to indicate the source, cause, agent, or basis <we conclude *from* this> <a call *from* my lawyer> <inherited a love of music *from* his father> <worked hard *from* necessity>

---

en•trance \"en-trən(t)s\ ***noun*** (15c)

1 : power or permission to enter **:** ADMISSION
2 : the act of entering
3 : the means or place of entry
4 : the point at which a voice or instrument part begins in ensemble music
5 : the first appearance of an actor in a scene

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Attachment F

Plaintiffs' Memo #2 to Judge John
Re. August 30, 2012 Hearing

Elizabeth A. Crotty & James K. Orzech
2148 Gamecock Circle
Little River, SC 29566

June 28, 2007

In response to your fine of $100 for our egregious offence of parking in the shade on our own property, we plead not guilty. We refuse the fine, which is not based upon legal fact. You have pulled out a four-year-old WJV letter, but failed to read the four-year-old response. The 2003 letter was written objecting to the driveway not being immediately cemented when the construction was not completed. Subsequently, WJV allowed us parking from Little River Drive and from Gamecock Circle until the construction was completed. It is odd that you would make this an issue in view of the fact that you cannot legally uphold WJV by laws in the case of Dunavant, 2190 Libery Circle, yet you try to attack our property in an attempt to knock a rival candidate out of the current election.

- At the time of the purchase by Elizabeth Crotty, the sales contract only specified, "access to the property shall be from Gamecock Circle." This vague clause is now being wildly extrapolated somehow to mean that we forever cannot park wherever we choose on our own property.

- Roberta Lamson Motter, who was present at the closing, recollects that the intention of that phrase in the purchase agreement was only to limit the whereabouts of the driveway and hence to define the street address of a previously common property as being on Gamecock Circle.

- In fact we do obey the letter of this agreement and we do enter our property exclusively from Gamecock Circle, as do many other residents and commercial vehicles, such as Federal Express, UPS and contractors. The sign at the entrance to Gamecock Circle directs people onto the "Paved Driveway" from that direction.

- The enclosed map, drawn by surveyor James Wilkins, 2240 Dykman Circle, which Norm Meaders even included in his June 7th complaint, demonstrates exactly where Little River Drive ends and Gamecock Circle begins. These facts are a matter of legally recorded surveys since the beginning of WJV in the 1970's and clearly validate our argument

regarding our right to park in the shade on our own property by legally entering from Gamecock Circle.

- There is also no recorded one-way access to the 'Paved Driveway' on any known map or document of any vintage, nor has it ever been a one-way drive since WJV was formed in the 1970's. Surveyor James Wilkins substantiated these facts too.

- The "Paved Driveway" functions very well with only minimal slow-moving two-way traffic. There are in fact only about 12-15 vehicles per day that use the circle to collect mail, causing no congestion whatsoever. Postal employee Kat Noth confirmed that our parking off the circle has never interfered in any way with her deliveries.

- In 2005 when James Orzech obtained 50% interest in said property, he went through a formal real estate closing under South Carolina law. His attorney, James Bain of North Myrtle Beach, presented no deed restrictions limiting parking to him. In fact neither the current title to the property or the previous one reflect any such restriction. Similarly no future buyer would find any such recorded restriction on parking.

- We too are stakeholders in WJV common property and have our mailbox on the "Paved Driveway." Everyone in WJV goes over some WJV common property or easement to park their cars on their property. This is no different than our situation.

<u>Conclusions</u>:

- Many people in WJV fail to park all of their vehicles in their garages or even on their driveways. No one else in the village is restricted in any way from parking non-commercial vehicles anywhere in their yards. This interpretation is highly prejudicial only against us and the motives are suspicious.

- It is highly unethical for incumbent board members up for re-election (Nill and Paulussen) to take petty legal actions against an opposing candidate (Crotty) during an election. Both should have recused themselves. Further, they arbitrarily removed any opportunity for appeal prior to the election, and then to set paying the fine at only 10 days, as opposed to the customary thirty, implying Crotty's disqualification if these terms are not met. This,

along with the doggie caper aimed at another rival candidate Judy Panarello, smacks of political dirty tricks, which may in themselves be criminally corrupt practices, not to mention the conspiracy aspect for the other active board members (Meaders and Hughes). We already have written to the state Attorney General on these matters.

- If WJV intended to limit our use of the property in any way, which it did not, it should have recorded a deed restriction prior to the original closing. Any attempt to encumber our property now must be done legally through the county, and if approved, we must be given compensation mutually agreed upon or awarded by a court.

- Any attempt now to change the "Paved Driveway" to one-way or to build a fence would be prejudicial and clearly *ex post facto*, and even your repeated threats to do so are highly inflammatory.

- Clearly we are NOT violating any WJV rules and regulations or any sales agreement by parking anywhere on our own property.

- Whether or not the vague wording of the initial sales agreement prohibits our parking in the shade, which it clearly does not, there is absolutely no logical reason why this benign usage of our own property adjacent to the "Paved Driveway" should be criminalized! This entire episode is nothing but petty non-sense with transparently political implications.

- The board has a lot of other issues on its plate that are far more important than micro-managing inane trivialities, such as residents benignly parking in the shade. Why oh why oh why is this even consuming your time?

<u>Recommendations</u>:

- We pray that you will reverse your ill-considered position in writing and rescind this fine, as early as today's special board meeting, or failing that give us a temporary reprieve from paying the fine and from compliance until the board can act again at the July meeting.

Sincerely,

Elizabeth A. Crotty
2148 Gamecock Circle, owners

James K. Orzech

James Orzech, Ph.D.
2148 Gamecock Circle
Little River, SC 29566

UNITED STATES POSTAL SERVICE

1000

29566

U.S. POSTAGE
PAID
LITTLE RIVER SC
29566
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AMOUNT
$1.90
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Kenneth R. Moss, Esq.
Wright, Worley, Pope, Ekster & Moss
1180 Highway 17 N, Suite 2
PO Box 250
Little River, SC 29566

RE: August 30th Hearing