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**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

Appeal No. 2013000714

**APPEAL FROM HORRY COUNTY
Court of Common Pleas**

Ralph P. Stroman, Special Referee

**CASE NUMBER 2009-CP-26-3596
Consolidated with
CASE NUMBER 2010-CP-26-11320**

Ronald Jarmuth

Appellant,

v.

**The International Club Homeowners
Association, Inc., Rosemary Toth,
and K. A. Diehl & Associates**

Respondents.

CORRECTED RECORD ON APPEAL

VOLUME 4

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1 Q. Was the secretary responsible for the
2 preservation of the minutes and other records of
3 the HOA?

4 A. To make sure that they were down to K.A.
5 Diehl, yeah.

6 Q. Can you explain why through 2009 there were
7 no minutes prior to 2003 of meetings of the board?

8 A. No, no. None of us lived there then.

9 MR. JARMUTH: For the record, I want to
10 cite the dates that the golf course changed
11 hands. April 12, 2006, Plantation to Davis
12 Mining and Manufacturing; December 30th,
13 2008 Davis Mining and Manufacturing to
14 International Club, LLC, since that came up
15 earlier.

16 MS. THOMPSON: Excuse me.

17 (Off-the-record conference.)

18 BY MR. JARMUTH:

19 Q. Under your presidency did you ever compete
20 the management contract?

21 A. Did we ever compete, no.

22 Q. While you were on the transition committee,
23 was Charles Flynn a member of the HOA board?

24 A. Not certain. Possibly.

25 Q. Isn't he, for identification, the president

1 of Sunbelt?

2 A. Yes.

3 Q. Isn't it a fact that at the time Charles
4 Flynn personally never owned a lot in the HOA?

5 A. That seems to be reasonable, a reasonable
6 statement. I don't know that for a fact, though.

7 Q. During the transition period, wasn't Arthur
8 Brown also a member of the HOA board?

9 A. To the best of my recollection, yes.

10 Q. Wasn't he the president of the HOA board?

11 A. Yes.

12 Q. Was he an employee of Horton?

13 A. Yes.

14 Q. And isn't it a fact that at that time that
15 he was not a homeowner?

16 A. To the best of my knowledge, you are
17 correct.

18 Q. During your period as a president, did you
19 have occasion to look at the records of the
20 recorder of deeds to see what was on file in the
21 name of the International Club HOA?

22 A. Say that again, I didn't hear you.

23 Q. While you were --

24 A. President.

25 Q. -- a board member --

1 A. Okay.

2 Q. -- of the HOA --

3 A. Okay.

4 Q. -- did you ever check with the recorder of
5 deeds to see what was filed --

6 A. Recorder of deeds.

7 Q. -- in the name of the HOA?

8 A. I don't recall what I went up to Conway for.
9 I know I went up to get something, and I believe it
10 was the PUD that I was looking for, the trip that I
11 made up -- that I made up to Conway.

12 But to the best of my knowledge,
13 Mr. Jarmuth, I can't remember what it was. But it
14 had something to do with the layout of the
15 International Club.

16 Q. Do you recall anyone from the board being
17 sent up there to check for the deeds to any of the
18 property or anything else, for example, ownership
19 of the parking lot?

20 A. I would like to say yes, but I honestly
21 can't remember.

22 Q. When you look at the bylaws of the HOA, it
23 says on the top, Bylaws of Murrells Inlet Golf
24 Plantation. Did your HOA ever do anything to amend
25 the bylaws to change the name on it?

1 MS. THOMPSON: Object to the form.

2 THE WITNESS: I don't know that I ever
3 even looked at the top to pay that much
4 attention to it. No. No, not to my
5 knowledge.

6 BY MR. JARMUTH:

7 Q. After I raised the issue that the bylaws
8 were not indexed in the name of International Club
9 HOA, what did your board do to get those bylaws
10 indexed to the HOA?

11 A. The best of my knowledge, nothing.

12 MR. JARMUTH: I'm done.

13 THE WITNESS: Thank you.

14 MS. THOMPSON: I don't have any
15 questions.

16 (The deposition concluded at
17 approximately 2:31 p.m.)

18 - - -

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HORRY COUNTY ASSESSOR

194-00-02-113

Map Blk Parcel 5/10/00

339820

FILED
HORRY COUNTY
STATE OF SOUTH CAROLINA
COUNTY OF HORRY
MAY -9 PM 4:33
R.M.C.

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
MURRELLS INLET GOLF PLANTATION (NOW
INTERNATIONAL CLUB) AND SUBMISSION
OF ADDITIONAL PROPERTY THERETO

WHEREAS Plantation A.D., LLC (the "Declarant") recorded the Declaration of Restrictive Covenants for Murrells Inlet Golf Plantation on February 8, 1999, in Deed Book 2117 at Page 1353. Horry County Records (the "Declaration"); and

WHEREAS the Declarant desires to amend the Declaration in certain particulars; and

WHEREAS the Declarant desires to add additional Property owned by it to the Declaration.

NOW THEREFORE the Declarant hereby amends the Declaration as follows:

1. The name "Murrells Inlet Golf Plantation" is hereby changed to International Club. Wherever the name "Murrells Inlet Golf Plantation" appears in the Declaration, it should now be read as "International Club". The Declaration shall now be referred to as the Declaration of Covenants and Restrictions for International Club.

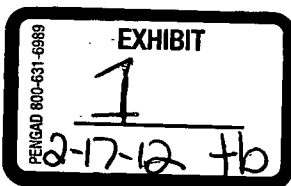
2. The Property set forth and described in Exhibit A, which is attached hereto and incorporated herein by reference, is hereby subjected to the Declaration. Such Property (the "Multifamily Parcel") is being conveyed by the Declarant to International Club Villas, LLC, a South Carolina Limited Liability Company. The Declarant hereby grants to International Club Villas, LLC, all of its rights contained in the Declaration to develop the Multifamily Parcel and create thereon units and recreational amenities and subject such areas to Multifamily Associations.

3. There is no "Common Area" as such term is defined in the Declaration located in or on the Multifamily Parcel.

4. Section 3.7 of the Declaration is hereby deleted in its entirety. There shall be no restrictions on property management firms utilized to operate any Multifamily Association created on the Multifamily Parcel.

5. The owners of Dwelling Units within the Multifamily Parcel shall not have the right to use any Recreational Amenities, if any, owned by the International Club Homeowners Association, Inc. (the "Master Association"), nor will such owners be assessed any of the cost of operating, constructing, repairing, or replacing any such Recreational Amenities.

6. The Multifamily Association(s) created for units built on the Multifamily Parcel will provide that such Multifamily Association(s) collect and pay Master Association assessments from each Unit owner and remit them to the Master Association.



DEED
2258 1453

1453

7. The Declarant hereby designates International Club Villas, LLC, as a Designated Builder as such term is used within the Declaration.

8. The necessary amounts to be assessed for Reserve Funds as set forth in Article III, Section 3.6 of the Declaration will be calculated separately for amounts necessary to maintain and care for the Recreational Common Areas and all other areas that the Association is required to maintain. The owners of property within the Multifamily parcel shall not be assessed for any portion of the Reserve Funds set aside for the maintenance, repair or replacement of such Recreational Common Areas.

9. The Declarant hereby waives all easement rights reserved in Article IV, Sections 4.10, Section 4.11, Section 4.12, Section 4.16 and Section 4.17 of the Declaration.

10. The initial assessment required by Article VI, Section 6.7 shall not be due until the conveyance of completed dwelling units in the Multifamily Parcel to third party purchasers of such property.

11. The Declarant hereby waives the Architectural Controls set forth in the two numbered Sections 7.2 in Article VII and of Section 7.4, Section 7.25 and Section 7.31 of the Declaration.

12. The Developer hereby waives its rights to enter into and /or maintain the Golf Course Easement Area as set forth in Article VII, Section 7.37 (c) of the Declaration.

IN WITNESS whereof Plantation, A.D. LLC has signed this Amendment this 8th day of May, 2000.

Keni H. Terrence
[Signature]

PLANTATION A.D. LLC
By: Suntech Management, Inc.
Its: Manager

[Signature], ITS VICE PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who after first duly sworn deposes and says that s/he saw the within-name Plantation A.D., LLC, by its manager, sign, seal and as its act and deed, deliver the within-written Amendment to Declaration for the uses and purposes therein mentioned, and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

Keni H. Terrence
WITNESS

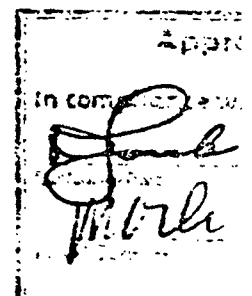
SWORN TO BEFORE ME THIS 8th day of May, 2000.

[Signature] (L.S.)
Notary Public for South Carolina
My commission expires _____

1454

NOTES:**THE GLENS**

1. DATE OF FIELD WORK - NOVEMBER 2002.
2. T# 194-00-02-175.
3. THIS PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS PROPERTY APPEARS TO BE IN FLOOD ZONE "X" COMMUNITY NO. 450100, PANEL 731, SUFFIX H, DATED 08-23-99 AND IS SUBJECT TO VERIFICATION BY THE COUNTY FEMA OFFICER.
5. THIS PROPERTY WAS TIED TO STATE PLANE BASED ON COASTAL COUNCIL MONUMENT 4275-B, SHOT WITH GPS.
6. EXTERIOR BOUNDARY AND STREET RIGHT-OF-WAY WAS SURVEYED BY THIS OFFICE AND BASED UPON REF. MAP #1.
7. COMMON AREAS TO BE MAINTAINED BY H.O.A. COMMON AREAS = 4.59 ACRES
8. THE CENTERLINE LINEAR FEET OF R/W = 1261 LF
9. THE PROJECT IS ZONED AS A PUB.
10. THE PROJECT NAME AND PHASE IS: THE GLENS PHASE I AT INTERNATIONAL CLUB. THE TYPE OF DEVELOPMENT IS TOWNHOUSES RESIDENTIAL.
11. THE OWNER OF RECORD AND DEVELOPER IS: DR. HORTON, P.O. BOX 2830, MURRELLS INLET, SC 29576. REFERENCE DEED BOOK 2588 PAGE 1437.
12. THE GLENS PH. I HAS 47 TOWNHOUSE UNITS AND AN AREA OF 8.74 ACRES. THIS PHASE HAS A DENSITY OF 5.38 UNITS/ACRE.
13. HOA DOCUMENTS TO BE RECORDED AT SAME TIME AS PLAT.
14. THE MAINTENANCE AND OWNERSHIP FOR OPEN/COMMON/AMENITY AREAS ARE THE RESPONSIBILITY OF THE HOA.
15. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR.
16. BEARINGS ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD-83). ALL DISTANCES SHOWN ARE HORIZONTAL DISTANCES NOT GRID DISTANCES.
17. THE FINISH FLOOR ELEVATIONS ARE TO BE 1' ABOVE THE CENTERLINE OF THE ROAD.
18. ALL DRAINAGE EASEMENTS ARE TO BE CLEARED AND ARE TO REMAIN FREE AND CLEAR OF ALL STRUCTURES AND OTHER OBSTRUCTIONS.
19. ALL ACTIVITIES, INCLUDING ACTIVITIES BY INDIVIDUAL LOT OWNERS OR LEASE HOLDER AND CONTRACTORS WILL BE CARRIED OUT IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT AND SEDIMENT CONTROL PLAN FOR THE SUBDIVISION.
20. THE TEMPORARY CUL-DE-SAC SHOWN ON THE PLAT IS A NON-EXCLUSIVE EASEMENT THAT SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME THAT MADRID DRIVE IS EXTENDED AND/OR CONNECTED TO WELLINGTON DRIVE AND DEDICATED AS A PUBLIC STREET RIGHT-OF-WAY, AT WHICH TIME THE EASEMENT SHALL BE RELINQUISHED.
21. THE ROADS AND DRAINAGE WITHIN THIS SUBDIVISION ARE INTENDED TO BE PRIVATELY MAINTAINED BY THE HOA.
22. REFERENCE LAST PROPERTY TRANSFER: DEED BOOK 2588, PAGE 1437.



5/31/2007

Dear Rosemary

I know you are having a meeting today and as promised, I am giving below my comments on Tracy Fisher's response. There were many questions addressed to her but I do not believe she answered all of them. However, what she seemed to emphasize over and over again is that the Developer is under no obligation to transfer any of the common areas or facilities to the HOA and referenced some sections.

Since DRH has until now not transferred any common areas to us, I wonder if she is saying something on their behalf? If this is indeed the position DRH is taking then I believe the HOA is under no obligation to maintain them and I would respond as follows:

- 1. Tracy referenced Art.1 sec 1.6 and Art.II sec 2.2 and 2.4 saying that DRH is under no obligation to transfer common areas & or facilities BUT how does she reconcile this position to Article 4 sec 4.2 (which she never mentioned) which says "*The Developer hereby covenants for itself, its successors and assigns, that on or before Dec 31, 2010, it WILL CONVEY to the Association portions of the common areas.....*"

The obligation is without choice in that it does not say "may convey" but "will convey".

- 2. I would take the position that if DRH does not convey the common areas and the Amenity Center at or prior to transition, we should not use Association funds to maintain them. I do not believe we are obligated to do so either and here is why?

The definition of common areas is found in Article 1 sec 1.6 which says "*Common areas shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners....*" Key word is OWNED. What we do not "own" is not common area all though DRH "allows" us to use it.

Then go to Art. III sec 3.1. This relates to the Association and its obligations. It says the Association is established to maintain and administer common areas/facilities. It also says *the Association shall be authorized but not required to provide the following services* namely: (Note Art.V sec 5.3 contradicts which says "*Association shall maintain and keep in good repair all portions of the common areas...*")

Landscaping, maintenance, ponds, water courses, Insurance and on and on which is our entire POA budget of approximately 400 thousand dollars a year.

Common area is defined as what HOA owns and so we are clearly under no obligation to maintain what we do not own. Yes, we may not have access to the Amenity Center but why should be pay for the upkeep of DRH's property?

I would also press for the termination of their right to amend the CCR at the point of transition. It is very critical to the HOA in my opinion.

Thanks,
Reggie

REGGIE CORFIELD

EXHIBIT
3
2-17-12 tb

PENGLAD 800-631-9989

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

Ronald Jarmuth,

Plaintiff(s),

vs.

CIVIL ACTION NOS.
2009-CP-26-3596 &
2010-CP-26-11320

International Club HOA, Inc.,
et al.,

Defendant(s).

DEPOSITION OF: LOUIS S. ASTORINO

DATE: Tuesday, March 27, 2012

TIME: 9:00 a.m. through 9:49 a.m.

LOCATION: Internation Club Amenity Center
1551 International Club Drive
Murrells Inlet, South Carolina

TAKEN BY: Attorneys for the Plaintiff(s)

COURT REPORTER: MADONNA M. PERKINS
Registered Professional Reporter
Certified Livenote Reporter

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APPEARANCES OF COUNSEL

REPRESENTING THE PLAINTIFF RONALD JARMUTH: (Pro Se)

BY: RONALD JARMUTH
249 Pickering Drive
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Murrells Inlet, SC 29576
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E-mail: Ronaldjarmuth@hotmail.com

REPRESENTING THE DEFENDANT INTERNATIONAL CLUB
HOA, INC., et al.:

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E-mail: Hgolding@mcnair.net

ALSO PRESENT: WILLIAM FREIBOTH
ROSEMARY TOTH

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REQUESTED INFORMATION INDEX

(No Information Requested)

1 STIPULATION: It is stipulated by and
2 among Counsel that this deposition is being
3 taken in accordance with the South Carolina
4 Rules of Civil Procedure; and that the
5 deponent does not waive reading and signing
6 of this deposition.

7 * * * * *

8 LOUIS S. ASTORINO, being first duly
9 sworn, testified as follows:

10 MS. GOLDING: Just for the record, I
11 want to put an objection to Mr. Astorino
12 being a witness today, in that Mr. Astorino
13 has not been identified in Plaintiff's
14 Answers to Interrogatories as a witness, nor
15 have we been provided any area of
16 Mr. Astorino's testimony as is required
17 under the South Carolina Rules of Civil
18 Procedure.

19 Additionally, prior to the commencement
20 of this deposition, Mr. Jarmuth was
21 providing Mr. Astorino advice outside of
22 this room for the deposition, so Mr. Jarmuth
23 was engaging in the unlawful practice of
24 law.

25 THE DEPONENT: Could --

LOUIS ASTORINIO DIRECT BY MR JARMUTH

1 MR. JARMUTH: For the record, I want to
2 state that Mr. Astorino was identified in
3 the Rule 16 pretrial briefs, and he was
4 served a Subpoena for the trial which was
5 supposed to occur on January 17th. I
6 believe he appeared that day and no
7 objection was raised at the time to the Rule
8 16 identification of Mr. Astorino nor to the
9 Subpoena which was served about him, either.

10 For the record, also --

11 MS. GOLDING: You can proceed with your
12 deposition.

13 MR. JARMUTH: For the record, I also
14 want to ask Mr. Astorino to deny the
15 following --

16 MS. GOLDING: I object. You cannot ask
17 him to deny anything. You have him under
18 Notice for a deposition today. You can ask
19 him questions according to the rules, so
20 please proceed in asking questions.

21 EXAMINATION

22 BY MR. JARMUTH:

23 Q. For the record, since this is going to be a
24 matter, is it true that all I said to you before
25 this deposition was, will you take about 30 seconds

1 or a deep breath before you answer any questions,
2 listen to the question and answer the question?

3 A. That's correct.

4 MS. GOLDING: Object to the form of the
5 question.

6 That is, you cannot lead the witness.
7 You can only ask direct evidence questions.
8 So please proceed properly with --

9 MR. JARMUTH: This refers to something
10 you said --

11 MS. GOLDING: Excuse me, Mr. Jarmuth.
12 You cannot interrupt me; I have not
13 finished. You need to ask proper questions
14 under the South Carolina Rules of Evidence.

15 You may proceed asking proper
16 questions.

17 MR. JARMUTH: For the record, I'd like
18 Miss Henrietta not to take control; I ask
19 the court reporter to take control. You
20 can't tell me what to do. You can raise
21 your objections. Please limit yourself to
22 objections --

23 MS. GOLDING: Please answer the -- ask
24 your questions as provided under the rules
25 of deposition.

1 BY MR. JARMUTH:

2 Q. Mr. Astorino, when did you buy your home in
3 the development that you now live?

4 A. About 2006, spring of 2006.

5 Q. Who did you buy it from?

6 A. The real estate agent.

7 Q. What is your primary occupation?

8 A. Plumber, licensed plumber.

9 Q. In what states are you licensed?

10 A. New York, Connecticut and South Carolina.

11 Q. What is your experience in plumbing for
12 drainage systems, roads and houses?

13 A. I've installed all, plumbing in water mains,
14 sewer mains, all the underground piping.

15 Q. Not speaking as an expert witness but
16 speaking as a homeowner who has some training or
17 experience in the matter, what is your observation
18 as to the addition of the retention ponds?

19 MS. GOLDING: Object to the form of the
20 question. No foundation has been laid.

21 BY MR. JARMUTH:

22 Q. Please answer the question.

23 A. Could you please repeat?

24 Q. What is your opinion, observations as to the
25 condition of the retention ponds?

1 MS. GOLDING: Object to the form of the
2 question. No foundation --

3 THE DEPONENT: The --

4 MS, GOLDING: -- has been laid, and this
5 individual --

6 THE DEPONENT: The --

7 MS, GOLDING: -- has not been qualified
8 as an expert.

9 Mr. Astorino, you must permit me to set
10 forth my objection before you answer the
11 question, please.

12 BY MR. JARMUTH:

13 Q. Answer the question, please.

14 A. That the ponds -- one leads to the other to
15 the other, and that's not a good setup because if
16 one goes bad, one section of pond goes bad, the
17 whole thing is a mess.

18 Q. Is there anything regarding the current
19 condition which causes a problem with the outflow?

20 MS. GOLDING: Object to the form of the
21 question. No foundation has been set and
22 the witness is not an expert witness.

23 BY MR. JARMUTH:

24 Q. Have you observed anything in the ponds
25 which cause a problem with the outflow?

1 A. Yes.

2 MS. GOLDING: Object to the form of the
3 question.

4 BY MR. JARMUTH:

5 Q. Please answer, please.

6 MS. GOLDING: No foundation has been
7 laid.

8 BY MR. JARMUTH:

9 Q. You must answer the question.

10 A. Yeah, a lot of algae builds up in it; and
11 without it getting cleaned out, those ponds can
12 really be -- they can be blocked up.

13 Q. Is that the condition you observed?

14 A. Yes.

15 MS. GOLDING: Object to the form of the
16 question. No foundation has been laid, and
17 this person has not been qualified as an
18 expert.

19 BY MR. JARMUTH:

20 Q. What is the company you bought your house
21 from?

22 A. The company I bought it from was Century 21,
23 the real estate agent.

24 Q. Who is the builder?

25 A. Sunbelt, Sunbelt Homes.

1 Q. What's Mr. Flynn's relationship to Sunbelt?

2 MS. GOLDING: Object to the form of the
3 question. No foundation has been laid.

4 THE DEPONENT: The business
5 relationship between myself and the builder?

6 BY MR. JARMUTH:

7 Q. What's the relationship between Charles
8 Flynn and Sunbelt?

9 A. He's the owner of Sunbelt.

10 Q. What did Charles Flynn with Sunbelt tell you
11 about the amenities which were to be provided to
12 Pebble Creek homes?

13 MS. GOLDING: Object to the form of the
14 question. No foundation has been laid.

15 THE DEPONENT: Charles didn't say it,
16 but the real estate agent said we had use of
17 the amenity center.

18 MS. GOLDING: Object to the form of the
19 question. Move to strike it based on
20 hearsay.

21 BY MR. JARMUTH:

22 Q. Was the amenity center in existence at the
23 time?

24 A. Yes.

25 Q. When you purchased your house, which

1 amendments and covenants were you shown?

2 A. None.

3 Q. After that, at anytime were you told that
4 there was an intention by anyone to amend the
5 covenants?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE DEPONENT: No.

9 MS. GOLDING: You have to let me finish
10 objection -- objecting, please.

11 Object to the form of the question as
12 seeking hearsay information and, also, it
13 doesn't identify the entity or the
14 individual that made any alleged
15 representations.

16 BY MR. JARMUTH:

17 Q. Please answer the question.

18 A. Can you repeat it, Ron, please.

19 MR. JARMUTH: Please read back the
20 question.

21 (The Court Reporter read back the
22 requested testimony.)

23 THE DEPONENT: No.

24 MS. GOLDING: My objection continues to
25 that question.

1 BY MR. JARMUTH:

2 Q. Were you told at any time that the covenants
3 had been amended?

4 A. No.

5 MS. GOLDING: Object to the form of the
6 question in that it seeks hearsay
7 evidence -- hearsay statements.

8 BY MR. JARMUTH:

9 Q. Who informed you that the covenants had
10 actually been amended?

11 MS. GOLDING: Object to the form of the
12 question. The question is an improper
13 question. It's not a direct examination
14 question as required by Mr. Jarmuth to
15 propound during this deposition.

16 MR. JARMUTH: Please repeat the
17 question to the witness.

18 (The Court Reporter read back the
19 requested testimony.)

20 MS. GOLDING: Object to the form of the
21 question. The question is an improper
22 question --

23 MR. JARMUTH: You've already objected.

24 MS. GOLDING: You have to let me
25 finish. The record has to establish the

1 objection.

2 Object to the form of the question.

3 The question is an improper question under
4 direct examination.

5 THE DEPONENT: Who informed me about
6 the covenants and so on like that?

7 MR. JARMUTH: Please repeat the
8 question.

9 (The Court Reporter read back the
10 requested testimony.)

11 MS. GOLDING: Object to the form of the
12 question. My objection will continue
13 with -- since it's the same question.
14 Please repeat my objection.

15 THE DEPONENT: After getting a copy of
16 them, we saw some of the stuff had been
17 changed.

18 BY MR. JARMUTH:

19 Q. Is there anyone here in the room today who
20 gave you a copy of the amendments and told you
21 about it?

22 A. No.

23 MR. JARMUTH: Please mark this as
24 Exhibit 1.

25 MS. GOLDING: Since this is the first

1 time I'm seeing this exhibit, because
2 Mr. Jarmuth did not provide me the exhibits
3 prior to the deposition, I want the
4 opportunity to look at this.

5 This is Jarmuth Exhibit Number 1?

6 COURT REPORTER: It's Astorino.

7 MS. GOLDING: Astorino Exhibit

8 Number 1.

9 (PLF. EXH. 1, Payment Coupon, was
10 marked for identification.)

11 BY MR. JARMUTH:

12 Q. Mr. Astorino, is this typical of the
13 assessment payment coupons you received for 2008?

14 A. Yes.

15 MS. GOLDING: Object to the form of the
16 question.

17 THE DEPONENT: Yes.

18 BY MR. JARMUTH:

19 Q. Please describe what you see.

20 A. It's like a coupon which you mail in with
21 your payment.

22 Q. Who does the coupon tell you to pay the
23 assessment to?

24 A. The International Club POA.

25 Q. Is that who you paid the assessment to?

1 A. Yes.

2 MS. GOLDING: Hand this to the court
3 reporter.

4 Mr. Jarmuth, have you finished asking
5 questions on Exhibit Number 1?

6 MR. JARMUTH: Yes.

7 MS. GOLDING: Okay.

8 MR. JARMUTH: This is Exhibit Number 2.

9 (PLF. EXH. 2, 5/28/09 Letter from
10 International Club HOA with
11 Enclosures, was marked for
12 identification.)

13 MR. JARMUTH: Here is your copy.

14 MS. GOLDING: Let me have an
15 opportunity to look at it before you ask him
16 any questions.

17 Mr. Jarmuth, the arrows that are on
18 Exhibit Number 2 on each page, did you put
19 those arrows?

20 MR. JARMUTH: Yes, I did.

21 MS. GOLDING: Okay. So these arrows
22 were not part of the original document?

23 MR. JARMUTH: No, they weren't.

24 MS. GOLDING: Okay. Object to the
25 document based on Mr. Jarmuth's alteration

1 of the document.

2 BY MR. JARMUTH:

3 Q. Mr. Astorino --

4 A. Yes, sir.

5 Q. -- looking at the second page of this
6 exhibit, did you, in 2009, receive anything like
7 this?

8 A. I don't recall, no.

9 Q. Looking at the entire package, excluding
10 number -- the first page, to whom did this material
11 refer?

12 A. To the International Club owners. And...

13 Q. Is there any individual -- can you please
14 name the individual who this was talking about?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE DEPONENT: Yes. You, Ron.

18 BY MR. JARMUTH:

19 Q. How did you receive a copy of this?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE DEPONENT: I would, at that time,
23 be always getting mail, if I got it. I
24 don't recall this letter.

25 BY MR. JARMUTH:

1 Q. Based upon -- is this envelope basically
2 substantially identical to the one you received --

3 MS. GOLDING: Object to the form of the
4 question.

5 BY MR. JARMUTH:

6 Q. -- except for the name and the address?

7 MS. GOLDING: Object to the form of the
8 question.

9 THE DEPONENT: I don't recall getting
10 an envelope as such.

11 BY MR. JARMUTH:

12 Q. Did you receive this material by mail?

13 MS. GOLDING: Object to the form of the
14 question.

15 THE DEPONENT: At the time, if I did,
16 it would have been only by mail. I didn't
17 have a computer.

18 BY MR. JARMUTH:

19 Q. How did you receive this material?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE DEPONENT: It would have been by
23 mail.

24 BY MR. JARMUTH:

25 Q. Was it that you actually received this

1 material?

2 A. I don't believe I did.

3 MR. JARMUTH: This will be Exhibit 3.

4 (PLF. EXH. 3, Notice of Special

5 Meeting, was marked for

6 identification.)

7 BY MR. JARMUTH:

8 Q. Mr. Astorino, what do you recall about a
9 special meeting regarding the HOA board's handling
10 of a Central Electric Power meeting?

11 MS. GOLDING: Object to the form of the
12 question. No foundation has been laid.

13 THE DEPONENT: It was an informative
14 meeting.

15 BY MR. JARMUTH:

16 Q. What does this document have to do with that
17 special meeting?

18 A. It had about -- to do with the power lines.

19 Q. Did you receive a copy of this?

20 A. Yes.

21 Q. Did you attend the meeting?

22 A. Yes.

23 Q. Did the announcement give you an opportunity

24 -- or solicit your vote?

25 A. No.

1 Q. During that special meeting, was a vote
2 taken regarding what the board proposed to do?

3 A. No.

4 MR. JARMUTH: I'd like to mark this as
5 another exhibit. This will be 4?

6 COURT REPORTER: Yes.

7 MR. JARMUTH: For the record, I've
8 added the boxes around some of the text.

9 MS. GOLDING: Okay. So what you are
10 saying on Astorino Exhibit Number 4, you
11 were the one that made the box markings on
12 the exhibit?

13 MR. JARMUTH: Yes, ma'am.

14 MS. GOLDING: Okay. Then the exhibit
15 is objected to as being altered by Jarmuth.

16 (PLF. EXH. 4, 4/19/10 Meeting Minutes,
17 was marked for identification.)

18 BY MR. JARMUTH:

19 Q. I draw the witness's attention to Paragraph
20 -- of Roman III.

21 Who was the chairman of the meeting?

22 A. Rosemary.

23 Q. I draw your attention to Roman V. What does
24 the minutes reflect the board chose to do?

25 A. To familiarize the --

1 Q. Paragraph V.

2 MS. GOLDING: You'll have to let him
3 finish his answer, Mr. Jarmuth.

4 THE DEPONENT: Familiarize the easement
5 that the electric company was going to do.

6 BY MR. JARMUTH:

7 Q. I draw your attention to the bottom of the
8 first page, Roman V, opening statement. What
9 does -- based upon your observation in the meeting,
10 what -- and the minutes -- what did the board at
11 the time of the state -- say they intended to do?

12 A. It appears as though the -- they were going
13 to go through it by putting in this -- giving them
14 the easement.

15 Q. When you were at the meeting, how many
16 people demanded a vote, approximately?

17 MS. GOLDING: Object to the form of the
18 question. No foundation has been laid.

19 THE DEPONENT: I don't recall anyone
20 asking for a vote at that time.

21 BY MR. JARMUTH:

22 Q. What was your feeling regarding giving
23 Central Electric what they wanted?

24 MS. GOLDING: Object to the form of the
25 question.

1 THE DEPONENT: In some experiences in
2 life, it seems like big money seems to get
3 whatever they want.

4 BY MR. JARMUTH:

5 Q. If you would had been asked to vote on that,
6 how would you have voted?

7 MS. GOLDING: Object to the form of the
8 question. Calls for speculation.

9 THE DEPONENT: Would have been opposed
10 to it.

11 BY MR. JARMUTH:

12 Q. What did any board member or committee
13 member of the HOA say to you regarding your
14 socializing with me?

15 MS. GOLDING: Object to the form of the
16 question. The question's improper in that
17 no individual has been identified.

18 THE DEPONENT: They -- I was told, even
19 before the meeting run, that I shouldn't
20 speak to him because he was a pedophile.

21 BY MR. JARMUTH:

22 Q. Who said that?

23 A. My -- a neighbor across the street from me,
24 John and Bill Fletcher.

25 Q. Is that same Bill Fletcher a homeowner?

1 MS. GOLDING: Object to the form of the
2 question.

3 You're not asking direct questions as
4 you're required to under the rules.

5 BY MR. JARMUTH:

6 Q. Where does Bill Fletcher live?

7 A. On Pickering.

8 Q. Is Pickering in the HOA?

9 A. Yeah.

10 Q. Please describe any instance where you
11 received a covenant violation letter accusing you
12 of a covenant violation which you believed was not
13 a covenant violation?

14 MS. GOLDING: Object to the form of the
15 question in that the document speaks for
16 itself.

17 You need to provide the documentation
18 before the witness can testify as to any of
19 those alleged covenants. And, furthermore,
20 you're implying an answer in the question;
21 therefore, it's an improper direct
22 examination question.

23 THE DEPONENT: I was sent a letter to
24 remove a concrete pad from the side of my
25 house in which there was no concrete pad

1 there.

2 BY MR. JARMUTH:

3 Q. Based upon your recollection, who sent you
4 the letter?

5 MS. GOLDING: Object to the form of the
6 question. The letter needs to be introduced
7 into evidence.

8 THE DEPONENT: Beckie Abel or Julie
9 Case, I don't remember which one. Julie
10 Case or Beckie Abel.

11 BY MR. JARMUTH:

12 Q. Based upon your recollection, for whom were
13 they speaking?

14 MS. GOLDING: Object to the form of the
15 question. Seeking information that this
16 witness has no knowledge of.

17 THE DEPONENT: They were speaking of
18 me. They were asking me.

19 BY MR. JARMUTH:

20 Q. On the letter you received --

21 A. Yeah.

22 Q. -- who did they say they were acting for?

23 MS. GOLDING: Object to the form of the
24 question. The letter is the best evidence.

25 THE DEPONENT: Who am I acting...

1 BY MR. JARMUTH:

2 Q. Who did they say Beckie or Julie Case were
3 acting for --

4 A. Homeowners association.

5 MS. GOLDING: Object to the form of the
6 question. The letter is the best evidence.

7 BY MR. JARMUTH:

8 Q. What did the letter regarding the concrete
9 pad demand that you do?

10 MS. GOLDING: Object to the form of the
11 question. The letter speaks for itself.

12 THE DEPONENT: Remove the concrete pad.

13 BY MR. JARMUTH:

14 Q. Is there any reason -- what was the reason
15 that you couldn't remove the concrete pad?

16 A. Because there was no concrete pad there.

17 Q. How has that accusation affected you in the
18 use of the amenity center?

19 A. Between that and the alleged fines, I cannot
20 use the amenity center. And I did pay one fine
21 already. It's in court.

22 Q. Were you ever offered a hearing regarding
23 the alleged violation of the concrete pad before
24 action was taken?

25 A. No.

1 Q. What has the HOA told you about your use of
2 the road in front of your house for parking?

3 MS. GOLDING: Object to the form of the
4 question. You need to identify the
5 individual.

6 THE DEPONENT: The HOA claimed they
7 owned the road, and they do not own the
8 road.

9 MS. GOLDING: Object to the form of the
10 question. Move to strike --

11 BY MR. JARMUTH:

12 Q. What have you been told?

13 MS. GOLDING: Wait. I've got a -- move
14 to strike the question -- the answer because
15 this witness is not competent to testify to
16 ownership of the road.

17 BY MR. JARMUTH:

18 Q. What have they told you about use of the
19 road for parking?

20 MS. GOLDING: Object to the form of the
21 question because you have not identified an
22 individual.

23 THE DEPONENT: The HOA -- and I don't
24 know who was it from the HOA or whatever
25 member it was -- put illegal violations on

1 my car a couple times, that the car would be
2 towed.

3 MS. GOLDING: Object to the question
4 and move to strike the answer, for this
5 witness is not competent to testify as to --

6 BY MR. JARMUTH:

7 Q. How do you know --

8 MS. GOLDING: You have to wait until I
9 finish my objection, Mr. Jarmuth.

10 -- this witness is not competent to
11 testify what is legal or illegal, because
12 the witness's background has not set forth
13 that he has any legal training of any kind.

14 BY MR. JARMUTH:

15 Q. How do you know the notice was from the HOA?

16 MS. GOLDING: Object to the form of the
17 question.

18 THE DEPONENT: Because it was --

19 MS. GOLDING: The notice is the best
20 evidence; and without the notice here, it's
21 improper to question him.

22 THE DEPONENT: I have -- off the
23 record.

24 MS. GOLDING: We can't go off the
25 record.

1 THE DEPONENT: All right. I object,
2 telling me I'm incompetent. I'm 70 years
3 old. And for you to tell me where to drive,
4 I had a commercial driver's license, driving
5 tractor trailers, I'm a plumber. And for
6 you to tell me -- I called this Highway
7 Department here, and they told me the HOA
8 don't own this record.

9 MS. GOLDING: Good. I object to --

10 THE DEPONENT: I object to you saying
11 I'm incompetent.

12 MS. GOLDING: You are in the legal
13 sense, and that was the only way --

14 THE DEPONENT: Give me the legal --

15 BY MR. JARMUTH:

16 Q. Please don't get in an argument with the
17 other attorney.

18 MS. GOLDING: Mr. Astorino, the
19 incompetence was that you are incompetent to
20 testify as to legal matters. I'm not
21 talking about your incompetence in reading a
22 document, only as to your legal matters.
23 You are not competent to testify as to any
24 legal matters. And that's why I said to
25 strike from your answers the word "illegal,"

1 and that was the only thing that was
2 intended by that.

3 THE DEPONENT: All right. In reference
4 to that, I've been in court many times
5 before, and I have -- I've had some
6 experience in whether I'm competent or not
7 competent to answer a question.

8 And things of roads, I drive in New
9 York City, I drive all over the place. And
10 to say I'm incompetent about anything of the
11 roads is -- me, I'm a plumber.

12 MS. GOLDING: And that's --

13 THE DEPONENT: Me telling you you're
14 turning on the faucet the wrong way, you're
15 incompetent.

16 BY MR. JARMUTH:

17 Q. Mr. Astorino --

18 A. I, I, I --

19 Q. -- is anything -- what on the notice told
20 you who it was from?

21 MS. GOLDING: Object to the form of the
22 question. The notice needs to be in
23 evidence before this witness can testify as
24 to the document.

25 THE DEPONENT: It was from the HOA.

1 BY MR. JARMUTH:

2 Q. Prior to September 2007, when Rosemary Toth
3 was elected, were you ever given an opportunity to
4 vote for the board?

5 A. No.

6 Q. Could you please describe an instance where
7 the HOA -- please describe any instances between
8 you and the HOA or the ARB where a fence was
9 involved.

10 A. The HOA wanted me to put a fence up in front
11 of my irrigation pump.

12 Q. Where would that fence be visible from?

13 A. From the road.

14 MR. JARMUTH: Thank you.

15 MS. GOLDING: Any more questions?

16 MR. JARMUTH: (Moves head from side to
17 side.)

18 MS. GOLDING: Is that a "no"? The
19 court reporter can't pick up head shakes.

20 MR. JARMUTH: No more questions.

21 EXAMINATION

22 BY MS. GOLDING:

23 Q. Mr. Astorino, I think you said your address
24 is 862 Castlebridge Drive?

25 A. That's correct.

1 Q. And that's in Pebble Creek; is that correct?

2 A. That's correct.

3 Q. Okay. And you received a Subpoena to attend
4 today for this deposition?

5 A. Yes, I did.

6 Q. And you received that from Mr. Jarmuth?

7 A. Yes.

8 Q. When did you receive that? When did he hand
9 you that Subpoena?

10 A. Yesterday.

11 Q. Okay. And with respect to when Mr. Jarmuth
12 handed you that Subpoena, can you tell me the
13 discussion you had with him?

14 MR. JARMUTH: Objection to the leading
15 question. You are asserting a fact not in
16 evidence. I handed him a Subpoena.

17 MS. GOLDING: Mr. Jarmuth, this is
18 cross-examination, not direct examination as
19 you were conducting.

20 MR. JARMUTH: But you are crossing on
21 the question I asked.

22 BY MS. GOLDING:

23 Q. Okay. Go ahead, Mr. Astorino.

24 A. Now repeat it.

25 Q. Certainly.

1 With respect to the Subpoena that you were
2 handed, please provide -- tell me everything that
3 Mr. Astorino's [sic] discussed with you when he
4 handed you the subpoena yesterday.

5 A. We just talked about that we'd have to come
6 over here to the meeting.

7 Q. No, tell me what y'all talked about.

8 A. I don't recall everything we talked about.

9 Q. Well, tell me what you talked about.

10 A. He's a friend of mine; we do things
11 together.

12 Q. Yeah. Well, tell me what you talked about.

13 A. We talked about the homeowners association
14 and things that go on over here.

15 Q. And I want specifics, Mr. Astorino.

16 A. I can't recall all of them, no.

17 Q. I'm not asking you to recall all of them;
18 I'm asking you to tell me everything you can
19 recall.

20 A. I did. It was a short --

21 MR. JARMUTH: Objection. Asked and
22 answered.

23 BY MS. GOLDING:

24 Q. Go ahead, Mr. Astorino.

25 A. It was a short conversation.

1 Q. And where was this conversation?

2 A. Over by Ronny's house.

3 Q. Okay. And when you say "Ronny's," who are
4 you referring to?

5 A. Mr. Jarmuth.

6 Q. Okay. And how close are you to
7 Mr. Jarmuth's house?

8 A. Around the corner.

9 Q. Okay. He's also living in Pebble Creek; is
10 that right?

11 A. That's right.

12 Q. Okay. Now, how many cars do you have titled
13 in your name, or vehicles you have titled in your
14 name?

15 A. Isn't that irrelevant?

16 Q. No, sir.

17 How many vehicles do you have titled in your
18 name?

19 A. About five.

20 Q. Okay. And identify those five vehicles.

21 MR. JARMUTH: Objection. No
22 foundation.

23 BY MS. GOLDING:

24 Q. Identify those five vehicles.

25 A. 2003 Volvo, 2008 Subaru, 2008 Toyota, 1965

1 Chevy, 1987 Mercury, which is not here.

2 Q. Any other vehicles you have titled in your
3 name?

4 A. I don't think so.

5 Q. Okay. And what is the business name?

6 A. And an E250 van.

7 Q. I'm sorry?

8 A. An E250 van, Ford van.

9 Q. E250 Ford van?

10 A. Yeah.

11 Q. What is your business name that you operate
12 under?

13 A. I have a business name, but I don't -- I've
14 never -- you know -- I have a business card, I have
15 a business name, but I don't --

16 Q. What is that business name?

17 A. It's Louis Astorino Plumbing and Heating.

18 Q. Okay. And where is the address --

19 MR. JARMUTH: Objection, this is not --
20 this deposition has nothing to do with his
21 business --

22 THE DEPONENT: I'm retired.

23 MR. JARMUTH: -- just his personal
24 experience as a homeowner.

25 BY MS. GOLDING:

1 Q. Where is the business address, your business
2 address?

3 A. I'm retired, so I keep my licenses. So in
4 order not to give up my license, I -- I don't want
5 to give up my licenses.

6 Q. Okay. And when you say "licenses," you're
7 referring to your plumbing license?

8 A. Licenses, yes.

9 Q. But you're referring to your plumbing; is
10 that correct?

11 A. Yes.

12 Q. Okay. But where do you get the mail for the
13 business licenses?

14 A. I don't get -- I don't receive mail. I just
15 have the state license, and I have a business
16 license, and it goes to my home.

17 Q. Okay.

18 A. But there's no business conducted out of
19 there.

20 Q. And your business license, what municipality
21 or governmental entity issued you the business
22 license?

23 A. Horry County.

24 Q. Okay. And business license -- the address
25 on the business license is your address at 862

1 Castlebridge Drive; is that correct?

2 A. Yes.

3 MR. JARMUTH: Objection to the question
4 and line of questioning because it has no
5 foundation for this and has nothing to do
6 with direct questions regarding his
7 experiences as a homeowner.

8 BY MS. GOLDING:

9 Q. With respect to your license, you say you're
10 a plumber licensed in the State of South Carolina?

11 A. Yeah.

12 Q. What type of license do you have? Is it
13 residential plumber?

14 A. A master plumber.

15 Q. A master plumber. Do you have, like, a
16 trade card --

17 MR. JARMUTH: Objection. This is going
18 as -- I object to his expertise -- status as
19 an expert. She's now proceeding to qualify
20 him as an expert.

21 BY MS. GOLDING:

22 Q. Do you have a trade card with any
23 municipality, such as with Surfside Beach, The City
24 of Myrtle Beach, North Myrtle Beach?

25 A. No.

1 Q. No?

2 Do you -- other than a business license from
3 Horry County, do you have any type of trade
4 licenses with Horry County?

5 A. Yeah, plumbing.

6 Q. Okay. So you do have the plumbing license
7 with Horry County?

8 A. Yeah.

9 Q. Okay.

10 A. No, plumbing license for the State of South
11 Carolina.

12 Q. Okay. With respect to the five or six
13 vehicles that you have listed, you said one of the
14 vehicles is a Mercury, that it is not located in
15 Horry County?

16 A. That's right.

17 Q. Where is that vehicle located?

18 A. New York.

19 Q. The other vehicles are all located in Horry
20 County?

21 A. Yes, they are.

22 Q. Okay. Where are the other vehicles located?

23 A. In my garage, my driveway.

24 MR. JARMUTH: Objection, no foundation.

25 BY MR. JARMUTH:

1 Q. When you say your garage and your driveway,
2 is that the garage and driveway at 862 Castlebridge
3 Drive in Pebble Creek?

4 A. Yes, it is.

5 Q. Okay.

6 MR. JARMUTH: Objection, leading
7 question.

8 BY MS. GOLDING:

9 Q. Now, I believe you testified earlier that
10 you currently have a lawsuit against the
11 International Club homeowners association?

12 A. Yes, I do.

13 Q. And what is that lawsuit for?

14 A. That they fined me for having -- for -- the
15 Architectural Review Board approved me for putting
16 in a fig tree and a well pump -- two fig trees and
17 an irrigation pump. I showed them the letter. And
18 they still fined me \$175. And so I went to court
19 to get the \$175 back.

20 Q. Okay. Have you also received notification
21 of parking violations?

22 A. Yeah.

23 Q. Okay. And how many times have you been
24 notified by the Defendant's homeowners association
25 with parking violations?

1 A. Those illegal violations? Many times. Plus
2 one -- a couple of them indicated the car was going
3 to be towed.

4 Q. And with respect to the parking violations,
5 those parking violations were because your vehicles
6 were parked on the road?

7 A. Yes.

8 Q. And had --

9 A. Vehicle.

10 Q. Vehicle. Which vehicle was it that was
11 parked on the road?

12 A. Could have been the Subaru, could have been
13 the Toyota.

14 Q. Okay. Have you stopped parking your
15 vehicles on the road?

16 A. It's halfway on my driveway and half on the
17 road.

18 Q. Okay. Why do you park the vehicle halfway
19 on the driveway and halfway on the road?

20 A. Because I have a small driveway.

21 Q. Okay. And with respect to the parking
22 violations, it's my understanding you have not paid
23 the parking fines -- or the fines that were issued
24 with the violations; is that correct?

25 A. That is absolutely correct.

1 Q. Okay. And did you attend the hearings that
2 were set before the ARB regarding the parking of
3 your vehicles in prohibited locations?

4 A. No. Once.

5 Q. Why not?

6 A. Once. I attended it once.

7 Q. I'm sorry?

8 A. I attended once.

9 Q. Okay. How about any other hearings, did you
10 attend?

11 A. No.

12 Q. Why not?

13 A. Because I wasn't notified when the hearings
14 were.

15 Q. Okay. But you did attend one hearing?

16 A. Yeah.

17 Q. Okay. And you --

18 A. I pointed that to Bill and to Rosemary that
19 the HOA don't own the roads.

20 Q. Okay. And at that hearing, do you recall
21 when that hearing was?

22 A. The end of 2009, 2010? I don't recall.

23 Q. And since that hearing --

24 MR. JARMUTH: I have to object because
25 of the same reason, Henrietta, because that

1 she has not produced any violation letter or
2 any hearing notice. She's asking a question
3 about a document she's never produced in
4 discovery and she's never produced at this
5 hearing [sic], and the letter was not raised
6 by the witness.

7 BY MS. GOLDING:

8 Q. Subsequent to the hearing that you attended,
9 have you continued to park part of your vehicle
10 onto the road in the International Club
11 subdivision?

12 A. That's right.

13 MS. GOLDING: One moment, please.

14 (Off-the-record conference.)

15 MS. GOLDING: I have no further
16 questions. Thank you, Mr. Astorino.

17 MR. JARMUTH: I may want to ask a
18 redirect.

19 EXAMINATION

20 BY MR. JARMUTH:

21 Q. In the litigation which Ms. Golding
22 mentioned against the HOA, is the parking part of
23 that lawsuit?

24 A. Yes.

25 Q. What is the assertion you've raised in that

1 lawsuit regarding the parking?

2 A. That the HOA does not own the streets.

3 MR. JARMUTH: Thank you.

4 MS. GOLDING: Thank you. I don't have
5 any further questions.

6 THE DEPONENT: I have -- there was a
7 time when Rosemary -- I was getting ready to
8 go back to New York, and Rosemary and
9 whoever it was came over to the house and
10 kind of pressured me into signing me a piece
11 of paper about me rolling -- rolling -- that
12 it had to be done right away. And I was
13 under a lot of pressure to get back to New
14 York, and I really objected to that.

15 Do you remember, Rosemary?

16 MS. GOLDING: You can't ask her
17 questions, Mr. Astorino.

18 EXAMINATION

19 BY MS. GOLDING:

20 Q. And when was that, that Ms. Toth came over
21 to your house?

22 A. It was in 2010.

23 EXAMINATION

24 BY MR. JARMUTH:

25 Q. Which violation --

1 MS. GOLDING: Wait a second, I haven't
2 finished.

3 EXAMINATION

4 BY MS. GOLDING:

5 Q. With respect to the document that you say
6 you were kind of pressured to sign, what was that
7 document?

8 A. It was about moving the air-conditioner,
9 move it to one side of the house.

10 Q. Okay. Are you capable of reading?

11 A. Of course.

12 Q. Okay. And at the time that there was a
13 conversation between you and Ms. Rosemary, you say,
14 was in 2010 at your house, were you under any type
15 of undue influence or impaired in any way?

16 A. Yeah, I had to get back to New York, and I
17 couldn't concentrate on it.

18 Q. But physically impaired, were you competent
19 to think and talk at that time?

20 A. When you're being pressured to -- I'm trying
21 to rush out of that house, and on a Sunday
22 afternoon, she has to come over and bother me,
23 yeah.

24 Q. Okay. My question -- well, maybe I didn't
25 state it as well as I should have. Were you under

1 any type of doctor's order that in any way
2 suggested that you were mentally impaired?

3 A. No.

4 Q. Okay. Were you under any type of doctor's
5 order that suggested in any way that you were
6 physically impaired?

7 A. I was annoyed.

8 Q. Just being -- I'm talking about being
9 actually physically impaired, diagnosed by a
10 doctor?

11 A. No, I have my medical issues.

12 MS. GOLDING: Okay. Thank you very
13 much.

14 EXAMINATION

15 BY MR. JARMUTH:

16 Q. Mr. Astorino, on that trip to New York, was
17 that for the purposes of a medical procedure or a
18 medical issue?

19 A. Medical observation, for medical.

20 Q. At the time of your conversation with
21 Ms. Toth, did the medical condition for which you
22 were seeking consultation assistance exist?

23 A. Say that again, Ron.

24 Q. At the time Ms. Toth talked to you --

25 A. Yeah.

1 Q. -- which you stated you were -- it was just
2 before you were going to New York --

3 A. Yeah.

4 Q. -- for medical complication treatment --

5 A. Yeah.

6 Q. -- were you aware of the existence of a
7 condition which required you to go to New York?

8 A. No, I wasn't.

9 Q. Was -- at the time, had you already
10 scheduled an appointment with a doctor?

11 A. Yes.

12 Q. Was that for a known or suspected condition?

13 A. Yeah.

14 MR. JARMUTH: Thank you.

15 EXAMINATION

16 BY MS. GOLDING:

17 Q. Mr. Astorino, just some follow-up questions.
18 What is that medical condition that you --

19 A. Kidney, tumor in the kidney.

20 Q. I'm sorry?

21 A. Tumor in the kidney.

22 Q. Tumor, thank you.

23 This year in 2012, in -- let's say January
24 2012, were you in New York getting medical
25 treatment?

1 A. Yes, I was. Right there, right in the arm.

2 Q. Okay. When you say, "right there, right in
3 the arm," what do you mean?

4 A. They put a bypass.

5 Q. Okay. And when was that?

6 A. January.

7 Q. When in January?

8 A. January 12th, January of this year.

9 MR. JARMUTH: Objection. It's invasion
10 of his privacy, not necessary to relate to
11 the question she posed originally.

12 BY MS. GOLDING:

13 Q. Okay. So you were -- you had this bypass in
14 your arm that was conducted on January 12th in New
15 York?

16 MR. JARMUTH: Objection, because it's
17 seeking personal medical information when
18 the person is not the Defendant, and he's
19 not -- since he's not a Defendant or
20 Plaintiff, has not raised medical condition,
21 that's not related to any issue at --
22 involved in this case.

23 BY MS. GOLDING:

24 Q. Okay. So if I understand what you are
25 saying, you were in New York on January the 12th

1 for a procedure that was conducted on January the
2 12th; is that correct?

3 A. That's correct.

4 Q. Okay. And how long were you in New York?

5 A. Almost a month.

6 Q. And when did you come back?

7 A. In less than a month.

8 Q. Do you know when?

9 MR. JARMUTH: Objection. I don't think
10 the witness is being -- I think the witness
11 is entitled to seek legal counsel from his
12 attorney regarding his answering of
13 questions.

14 You have an attorney, don't you?

15 THE DEPONENT: January 24th, January
16 28th.

17 BY MS. GOLDING:

18 Q. I'm sorry, I didn't hear that.

19 A. January 24th, January 28th, somewhere in
20 there.

21 Q. So you returned back to South Carolina --

22 A. Yeah.

23 Q. -- January 24th or January 28th?

24 A. Yes.

25 Q. Okay. Do you expect to go back to New York

1 anytime soon for your --

2 A. Yes.

3 MR. JARMUTH: Objection. It has
4 nothing to do with the case or the questions
5 asked on either side. No foundation.

6 BY MS. GOLDING:

7 Q. He can't interrupt me, so -- but do you
8 expect to go back to New York for any further
9 medical treatment?

10 A. Yes.

11 Q. And when do you expect to go back?

12 A. Tomorrow night.

13 Q. Okay. And for what medical treatment would
14 you be seeking when you go back tomorrow night?

15 MR. JARMUTH: Objection, asking
16 questions which violates the personal
17 privacy statutes.

18 BY MS. GOLDING:

19 Q. What medical procedures?

20 A. Tumor in the kidney.

21 Q. Okay. The same medical condition?

22 A. Yeah.

23 Q. Okay. And how long do you expect to be in
24 New York on this occasion?

25 A. Are you a doctor?

1 Q. No. I'm just -- I'm asking you the
2 questions. How long --

3 A. I'm asking you. I don't know.

4 Q. Okay. Are you driving or flying to New
5 York?

6 A. Driving.

7 MR. JARMUTH: Objection. It has
8 nothing to do with the case, involves any
9 question -- and no foundation, and it
10 violates his personal privacy.

11 BY MS. GOLDING:

12 Q. When your trip that you're heading to New
13 York tomorrow, when is your appointment with the
14 doctor or the hospital?

15 A. Monday, Tuesday and Wednesday.

16 Q. Do you plan to be in the hospital Monday,
17 Tuesday and Wednesday?

18 A. Are you a doctor? The doctor will tell me
19 that. I don't know.

20 Q. Okay. So right now, there's no plans for
21 your hospitalization?

22 MR. JARMUTH: Objection. I ask you to
23 give --

24 THE DEPONENT: That's what you say.

25 MR. JARMUTH: -- Mr. Astorino a chance

1 to call his attorney to ask if he is
2 prepared for this line of questions. I've
3 got his phone attorney's phone number in
4 here.

5 Do you wish to call your attorney to
6 see if you have to answer these medical
7 questions?

8 BY MS. GOLDING:

9 Q. Mr. Astorino, my question is --

10 MR. JARMUTH: Mr. Astorino, do you want
11 to call your attorney to see if you have to
12 answer these questions?

13 MS. GOLDING: Mr. Jarmuth, you can't do
14 that.

15 MR. JARMUTH: Yes, I can. He has a
16 right to counsel.

17 MS. GOLDING: No, he doesn't. He's
18 here for the deposition; you noticed him.

19 MR. JARMUTH: Depositions are questions
20 and their responses.

21 MS. GOLDING: No, you can't limit the
22 questions, Mr. Jarmuth, sorry, though.

23 MR. JARMUTH: The witness can.

24 BY MS. GOLDING:

25 Q. Mr. Astorino, do you right now have any

1 plans or knowledge of being hospitalized next week?

2 A. I'm not God. Are you God? Then you tell
3 me. I don't know. This is no picnic for me. If
4 you think that's a picnic, it's not.

5 Q. I didn't Subpoena you here, Mr. Astorino.

6 A. You're getting into a field -- we are
7 talking about HOA, and you're getting into my
8 medical records. I think that's -- you're out of
9 line.

10 Q. I appreciate that, but I'm really not,
11 Mr. Astorino. So -- and I apologize you feel that
12 way.

13 But with respect to any -- other than this
14 trip coming up tomorrow, do you have any further
15 plans to be in New York or out of the state for
16 medical procedures?

17 A. I can't give you that answer because I don't
18 know.

19 MS. GOLDING: Okay. Thank you that's
20 all I ask. Unless Mr. Jarmuth has any more
21 questions.

22 MR. JARMUTH: I'm done with the
23 witness.

24 Are we now off the record? Is the
25 deposition over?

1 MS. GOLDING: It's your deposition,
2 Mr. Jarmuth.

3 MR. JARMUTH: Yeah.

4 MS. GOLDING: You are the one that --

5 MR. JARMUTH: We are done with the
6 witness.

7 MS. GOLDING: You have no further
8 questions of the witness?

9 MR. JARMUTH: No.

10 MS. GOLDING: Okay. I have none,
11 either.

12 THE DEPONENT: Thank you.

13 (Off-the-record conversation.)

14 MS. GOLDING: Can you put down for the
15 record Mr. Jarmuth asked Mr. Astorino to
16 talk to a gentleman because of --

17 MR. JARMUTH: I said he might want to
18 talk to his counsel regarding what just went
19 on.

20 MS. GOLDING: Okay.

21 THE DEPONENT: Thank you.

22 (The deposition concluded at 9:49 a.m.)

23

24

25


| | | | |
|---|----------------|---------------------------------------|-----------------|
| Number | Account Number | Date Due | Amount Due |
| | -12 | 1, 2008 | \$70.00 |
| Make check payable to: | | After This Date | Pay This Amount |
| International Club POA | | 30, 2008 | \$105.00 |
| Avoid Late Charges - Pay By Due Date | | | |
|  PAYMENT PROCESSING CENTER K.A. DIEHL & ASSOCIATES, INC. PO BOX 106007 ATLANTA, GA 30348-6007 | | Amount Paid \$ _____ Check # _____ | |
| 7 00007000 00010500 5 | | | |

EXHIBIT 1
 Dependent RETURN
 Date 3/21/12 Ripu AD
 www.irs.gov

Litigation Details



From: International Club HOA (Messenger@AssociationVoice.com)

Sent: Thu 5/28/09 12:55 PM

To: ronaldjarmuth@msn.com

1 attachment

May 27, 2009 Itr Directors International Club HOA.pdf (247.0 KB)



Dear International Club Owners,

Please find for your consideration, a letter from the Association's appointed attorney provided as an update to the Board of Directors. Hopefully, this information will answer the many questions that we have been asked and to date, have not been able to answer. We wanted to make sure that the membership gets the correct information on this matter and begin to dispel some of the speculation that has been started throughout our community.

Please feel free to contact us through the web with questions and/or comments on this material. Thanks for your patience and understanding during these times.

For all associated information to this lawsuit [CLICK HERE](#)



FOR THE BOARD OF DIRECTORS



Beckie Abel
Senior Community Manager
K.A. Diehl & Associates, Inc
beckie.abel@kadiehl.com
843-652-2163
843-652-2183 fax



This message has been sent to ronaldjarmuth@msn.com

As a subscriber of General Correspondence at International Club HOA, we'll periodically send you an email to help keep you informed. If you wish to discontinue receiving these types of emails, you may opt out by clicking [Safe Unsubscribe](#).

To view our privacy policy, click [Privacy Policy](#).

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International Club Homeowners Association Inc
11740 Hwy 17 Bypass South
Murrells Inlet, SC 29576

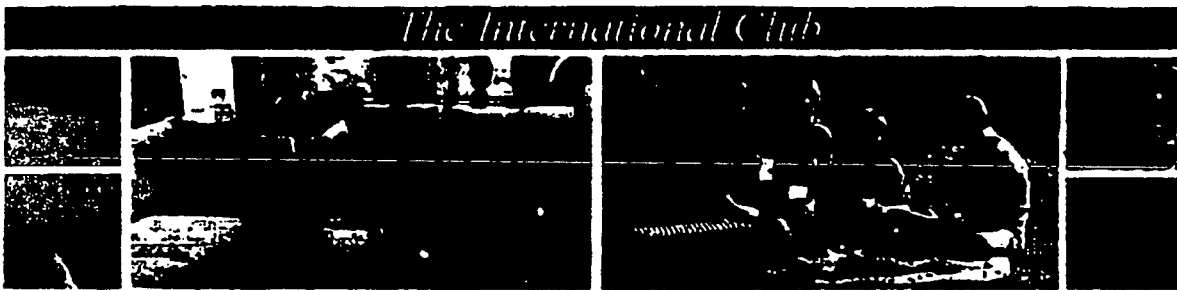
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ENVELOPE USED TO MAIL DEFAMATORY MATERIAL



5-DIGIT 29576
RONALD E. JARMUTH
249 PICKERING DR
MURRELLS INLET SC 29576 7583



May 28, 2009

→ Dear International Club Owners

Please find for your consideration, a letter from the Association's appointed attorney provided as an update to the Board of Directors. Hopefully, this information will answer the many questions that we have been asked and to date, have not been able to answer. We wanted to make sure that the membership gets the correct information on this matter and begin to dispel some of the speculation that has been started throughout our community.

Please feel free to contact us through the web with questions and/or comments on this material. Thanks for your patience and understanding during these times.

You can stay informed with updates that will be posted to the website. Simply go to www.KADiehl.com and sign up. You will receive email updates as this lawsuit progresses. If you need help signing in you can contact Julie Case at julie.case@kadiehl.com or you can call her direct at 843-652-2164.

→ FOR THE BOARD OF DIRECTORS

→ **Beckie Abel**
Senior Community Manager
→ K.A. Diehl & Associates
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Enclosures: Attorney letter to International Club Directors
List of associated lawsuits with Ronald Jarmuth
Jarmuth vs. Cox
Jarmuth vs. Frinzi
Jarmuth vs. Reynolds
Jarmuth vs. Weiss

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ATTORNEYS

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May 27, 2009

VIA EMAIL COMMUNICATION ONLY

Rosemary Toth, President
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**RE: Ronald E. Jarmuth v. The International Club HOA and
Rosemary Toth
Civil Action No.: 2009-CP-26-359
Our file no.: 051490.00001**

Dear Directors:

I have reviewed, and I am in the process of obtaining information as to Ronald Jarmuth's (hereinafter Jarmuth) claims against the The International Club Homeowners Association (hereinafter HOA) and personally against its President, Rosemary Toth. Please accept this as a brief listing of Jarmuth's major claims in this lawsuit together with an assessment based on the information that I have reviewed thus far. I did not attempt to address each of Jarmuth's allegations of supposed wrongdoing, only those that appear to be his major claims.

Jarmuth's complaint consist of approximately 69 pages. Most lawsuits

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May 27, 2009
Page 2

filed in Horry County contain far less than 69 pages. I believe one reason for the length of the complaint is the fact that Jarmuth repeats his contentions of alleged wrongs. Also Jarmuth is pro se meaning that he does not have an attorney, most attorneys would not have structured the complaint as Jarmuth had in this action. From information obtained on the internet, this lawsuit maybe at least the 14th complaint/petition he has filed in which he is pro se.

A. The following appear to be the major issues Jarmuth asserts:

1. Whether the Declaration of Covenants and Restrictions for the International Club are null, void and unenforceable.

First of all, I am surprised that any Member of this community would ever suggest the possibility that the Declaration is invalid. The practical effect of a Court Order declaring that the Declaration is void and unenforceable would be the likelihood of possible depreciation of property values and chaos in the community.

Even though Jarmuth has raised the issue of invalidity of the Declaration, under South Carolina law, Covenants and Restrictions are not declared null and void and unenforceable unless there has been a drastic change in the development scheme and the purpose for the covenants and restrictions no longer exists. From my cursory review of the properties subject to the Declaration, it is highly unlikely that any Court would rule that the Declaration is invalid and unenforceable.

Also, Jarmuth contends that the Developer's Agreement dated May 16, 2003 obviates that Declaration, but this is not correct either. The release language Jarmuth relies upon in the Developer's Agreement is inapplicable to the Declaration.

2. The owners of real property in Pebble Creek have been deprived of their equitable interest in the amenity center.

It is my understanding that Pebble Creek owners have use of the recreational amenity center therefore, there is no basis for the contention that they have been deprived of their rights. Jarmuth alleges that the owners at Pebble Creek have equitable ownership interest in the amenity center independent of the HOA and he apparently believes that the Pebble Creek owners should have a direct say-so with respect to the amenity center in addition to the HOA.. Remember, the recreational amenities are common areas owned by the HOA and no unit owner within the International Club community has an individual ownership interest in the amenity center.

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3. The bulk Cable TV Contract is Null and Void.

Jarmuth asserts many grounds in support of this contention that the Bulk Cable TV Contract signed October 30, 2003 is null and void. This Contract is for fifteen (15) years and both HTC and the HOA have abided by this Contract for almost six (6) years. Additionally, the Declaration specifically provides that the HOA can contract for Cable TV in the International Club community and charge for the cable. Since the HOA has the authority to contract for cable service for the community, as provided by the Declaration, the HOA has a valid contract with HTC.

4. Golf Course.

Jarmuth contends that the Golf Course is delinquent in payment of its assessments to the HOA and, therefore, should not have been permitted to vote at the annual meetings held in September 2007 and September 2008. He contends that the Declaration and By-Laws mandate that if a Member is delinquent in the payment of assessments, then the Member cannot vote. This is clearly not what is set forth in the Declaration, nor the By-Laws. It appears that the HOA Board of Directors may have the power to declare that a non-paying member is not eligible to vote, but it is my understanding that such has not occurred in the past. Further, there is a dispute as to whether the golf course is delinquent or not.

5. The Directors elected in the September, 2007 and the September, 2008 Annual Meetings were not properly elected.

Jarmuth has asserted numerous alleged grounds for taking the position that the directors' elections that were held in 2007 and 2008 were invalid. One basis is that the golf course was delinquent in the payment of its assessments therefore, it should not have been permitted to vote. From the facts I have reviewed, it appears that the Directors were properly elected both in 2007 and 2008. .

6. Failure to honor request for document inspection.

Jarmuth alleges that neither the Board, nor the Management Company K.A. Diehl, are responsive to members' requests for document inspection. From the information I have received, this is not correct. Jarmuth has received the documentation as permitted under the law. In fact, it appears that he has received far more information than the law requires an association or, a Management Company, to produce or provide to community Members.

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7. The Developer did not have a right to amend the Declaration.

Jarmuth contends that the amendments to the Declaration added additional burdens on homeowners, thereby negating each amendment. The Declaration specifically provides for amendments by the Developer and for annexation of property to the International Club community. The allegations in Jarmuth's complaint supporting the contention that additional burdens were placed on the existing homeowners will not be sufficient in a Court of Law. Interestingly, he alleges that the Villas and Cambridge properties were not listed as eligible votes, but then also states that the amendments to the Declaration annexing these properties are invalid.

8. Whether the Glens can use the recreational amenities.

From the information I have obtained with respect to The Glens and the fact that the Glens community does not have its own dedicated swimming pool, the Glens Unit Owners properly can utilize the recreational amenities owned by the International Club HOA. Of course, this is only true as long as the Glens' Member is not delinquent in payment of the assessments/charges, in which case the Board of Directors have the right to declare that such delinquent Member is not entitled to utilize the recreational amenities. Also it is my understanding that unit owners at The Glens have fee simple ownership interest to the land underneath their Unit.

9. Whether any grounds maintenance contract was improperly awarded.

It appears that Jarmuth is complaining about a maintenance contract that is no longer in existence, therefore, the issue is moot. Even if the issue was not moot, the HOA did not inappropriately award the maintenance contract.

B. Status of the lawsuit.

Jarmuth filed his approximately 69 page Complaint on April 7, 2009. I answered and counterclaimed on behalf of the Association and Ms. Toth. In the Answer and Counterclaim, I generally denied Jarmuth's allegations thereby seeking a dismissal of all his claims and also asserted a claim for Jarmuth to pay for all attorneys fees incurred as a result of the defense of this action which he has denied.

At this time, we are entering into a discovery phase and today I am sending Jarmuth specific interrogatories, primarily relating to his background. I have discovered that he has been

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→
→
a Plaintiff in at least thirteen (13) different claims/lawsuits (not counting this lawsuit) and it appears that he was *pro se* in each one. It also appears that he was not ultimately successful in any of the thirteen (13) lawsuits. At this point, I am trying to gather additional information with respect to not only these thirteen (13) lawsuits, but also any additional lawsuits in which he was a plaintiff/petitioner. There may be more lawsuits, but they are not readily available either on the internet or, through West Law. Attached is a list of his complaints/petitions which information was obtained from the internet and Westlaw.

I anticipate that discovery will continue for a least the next nine (9) to twelve (12) months, then the case will be placed on the trial roster. Once the case is placed on the trial roster, it is difficult to predict when it will be called to trial. Ideally, the case should be called for trial within fifteen (15) to eighteen (18) months after the complaint is filed. I also anticipate that Jarmuth may file a number of motions in this case for, I noticed that the Appellate Court, in one of the lawsuits that Jarmuth brought, stated that there existed a "myriad of procedural issues".

If you have any questions, please give me a call.

Yours truly,


Henrietta U. Golding

HUG/ck
cc: Beckie Abel
Enclosures

Westlaw

Not Reported in F.Supp.2d
 Not Reported in F.Supp.2d, 2006 WL 4730263 (N.D.W.Va.)
 (Cite as: 2006 WL 4730263 (N.D.W.Va.))

Page 1

H Only the Westlaw citation is currently available.

United States District Court,
 N.D. West Virginia.
 Ronald E. JARMUTH, Plaintiff,
 v.
 James M. FRINZI, Defendant.
 Civil Action No. 1:04CV63.

July 25, 2006.

Ronald E. Jarmuth, Bridgeport, WV, pro se.

Scott R. Leah, Tucker, Arensberg PC, Pittsburgh, PA,
Kevin S. Kaufman, Bridgeport, WV, for Defendant.

**AMENDED^{EN1} MEMORANDUM OPINION AND
 ORDER**

EN1. The sole purpose of this amended order is to VACATE the Court's Order granting-in-part Jarmuth's motion for reconsideration of the Magistrate Judge's Order sealing from public view the entire record in this case (Docket No. 212), and ORDER that the docket in this case remain SEALED from public view until further proceedings occur on that issue.

IRENE KEELEY, United States District Judge.

*1 In this case, the *pro se* plaintiff, Ronald Jarmuth ("Jarmuth"), alleges that the defendant, James Frinzi ("Frinzi"), and agents acting on his behalf, published defamatory statements about him to his employer, the Federal Bureau of Investigation ("FBI"), in West Virginia. On Monday, June 12, 2006, the Court conducted a final pretrial conference, and dismissed Jarmuth's West Virginia common law defamation claim as untimely because the factual record of this case clearly establishes that, more than one year prior to the filing of his complaint, Jarmuth had knowledge of the challenged statements found capable of a defamatory meaning. Moreover, the Court concluded that Jarmuth's reliance on the tolling provision of 28 U.S.C. § 1367(d) did not cure the tardiness of his common law claim.

I. Factual Background

In November, 1999, Jarmuth began contract work with the FBI's Internet Fraud Complaint Center ("IFCC") in Fairmont, West Virginia ("WV"). Shortly thereafter, in or about December, 1999, Jarmuth developed a relationship with Frinzi's ex-wife, Angela Frinzi ("Angela"), and the Frinzis' minor daughter. At that time, Jarmuth and Angela lived in the same housing development in Morgantown, WV, while Frinzi and his "live in" girlfriend, Kathleen Waters ("Waters"), lived in Fayette County, Pennsylvania. Angela and Frinzi shared custody of their daughter.

On July 12, 2000, Jarmuth met Frinzi and Waters at the Nemacolin Woodlands Resort in Fayette County, Pennsylvania. During that meeting, Waters tape-recorded the parties' conversation without Jarmuth's knowledge. On or about August 10, 2000, Jarmuth informed his FBI supervisor, Tim Healy ("Healy"), about the meeting with Frinzi and Waters and discussed his suspicions that the Frinzis' daughter was being abused by them. Jarmuth was interviewed and gave a statement under oath concerning the allegations. The FBI subsequently contacted the Pennsylvania State Police, who in turn contacted the Fayette County Child and Youth Services ("CYS"). After an investigation was opened into alleged abuses by them, Frinzi and Waters turned over the tape recording made during the meeting at Nemacolin ("Nemacolin Tape") to investigating authorities in Pennsylvania, alleging that it contained admissions by Jarmuth that he and Angela had sexually abused the Frinzis' child.^{EN2} The Nemacolin Tape was subsequently destroyed by the Pennsylvania State Police and never provided to anyone in West Virginia. On September 1, 2000, Jarmuth learned of the existence of the Nemacolin Tape while in Healy's office, during a telephone conversation between Healy and Pennsylvania State Trooper Andre Stevens ("Trooper Stevens"). Subsequently, on October 12, 2000, he filed suit against Frinzi, Waters, and Todd Begg ("Begg"), the attorney for Frinzi and Waters, in the U.S. District Court for the Western District of Pennsylvania. That suit alleged various claims based on both federal and Pennsylvania wiretap laws, as well as common law claims for invasion of privacy and defamation

~~41 F.3d 1504~~
Jarmuth v. Weiss

41 F.3d 1504
 Jarmuth v. Weiss

41 F.3d 1504 (4th Cir. 1994)

Ronald E. JARMUTH, Plaintiff-Appellant,
 v.
 Wallace H. WEISS, Defendant-Appellee.

No. 93-1290.

United States Court of Appeals, Fourth Circuit

November 21, 1994

Editorial Note:

This opinion appears in the Federal reporter in a table titled "Table of Decisions Without Reported Opinions". (See FI CTA4 Rule 36 regarding use of unpublished opinions)

Submitted Oct. 10, 1993.

Appeal from the United States District Court for the Eastern District of Virginia, at Alexandria. Claude M. Hilton, District Judge. (CA-92-1093-A)

Ronald E. Jarmuth, Appellant Pro Se. Wallace H. Weiss, Appellee.

R.D.Va.

AFFIRMED. Before WIDENER and MURNAGHAN, Circuit Judges, and SPROUSE, Senior Circuit Judge.

OPINION

PER CURIAM:

Jarmuth appeals the district court's judgment as a matter of law in favor of the defendant, Weiss, on civil charges of assault, battery, slander, and libel, and petitions this court for a protective order to prevent dissemination of his medical records outside the present litigation. We affirm the judgment of the district court and deny the petition for a protective order.

Jarmuth alleged that on March 30, 1992, he suffered serious injury and pain when Weiss, a co-worker in the office of the Army Chief of Staff, attacked him, and that Weiss maliciously and falsely accused him of violating various regulations and statutes, and made untrue and injurious statements about him to co-workers.

The parties proceeded, representing themselves, to jury trial. At the close of Jarmuth's evidence, Weiss asked the

court to dismiss the case. The district court properly construed the request as a motion for judgment as a matter of law pursuant to Rule 50 of the Federal Rules of Civil Procedure. It granted the motion and entered judgment for the defendant. Plaintiff appeals.

We have reviewed the record and find that "there can be but one conclusion as to the verdict that reasonable jurors could have reached." *Gairola v. Virginia Dept of Gen. Servs*, 753 F.2d 1281, 1285 (4th Cir.1985). Even if we give Jarmuth the benefit of assuming, without finding, that the district court was not in error in its conclusion that the evidence presented on the first claim might possibly support a finding of tortious conduct or of injury based on the testimony of the chiropractor who examined him several months following the alleged attack, we nevertheless conclude that a reasonable jury could not find a causal connection between the alleged tortious conduct and the alleged injury. We therefore affirm on the reasoning of the district court.

Likewise, as to the charges of slander and libel, Jarmuth failed to make a prima facie case as to the necessary elements of at least a part of that claim, see *Gazette, Inc. v. Harris*, 325 S.E.2d 713(Va), cert. denied, 472 U.S. 1032 (1985), and, in all events, the district court correctly found that Weiss's conduct was within the protection of qualified privilege. Thus, there were no jury questions, and we accordingly affirm the district court's grant of judgment on both the assault and defamation claims.

Finally, Jarmuth seeks a protective order by this court to enjoin Weiss from using documents received through discovery for any purpose outside this litigation. We know of no statutory authority for this court to issue such an order, and Jarmuth did not appeal the district court's denial of the motion for a protective order that he filed in that court. He had filed his notice of appeal in the instant case before he filed his motion in the district court. Accordingly, we deny Jarmuth's motion for a protective order.

We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

JUDGMENT AFFIRMED; PETITION DENIED

04
 F.3d

LIST OF LAWSUITS ASSOCIATED WITH RONALD E. JARMUTH

1. **Ronald E. Jarmuth v. Kathleen R. Waters and James M. Frinzi;**
Civil Action #1:04cv63 – action claiming defamation and violations of the Pennsylvania Wiretap Statute.
220 Fed. Appx 228, 2007 WL 685175, C.A.4 (W.Va) 3/7/07 No. 06-1908
149 Fed. App. 139, 2005 WL 2108134, C.A. 4 (W.Va) 9/1/05 (05-1464)
2005 WL 5715172 N.D.W.Va 3/31/05 (1:04CV63)

Fourth Circuit confirms dismissal of all Jarmuth's claims.

2. **Ronald E. Jarmuth and Angela Frinzi v. Dr. Brian Krolczyk in his Capacity of Acting Director of Clinical Services for Valley Community Mental, The Valley Comprehensive Community Mental Health Center, Inc. and the Monogalia County Board of Education**

2006 WL 4730263, N.D. W.Va 7/25/06 CA#1:04CV64
543 US 870, 125 S.Ct. 89 (Mem) 2004 WL 2069559, 160 L.Ed 2d 117, 73 USLW 9192,
73 USLW 3210, 73 USLW 3075, U.S. W.Va 10/4/04 (#04-30)

3. **Jarmuth v. Tara Patterson, Esquire**

4. **Jarmuth v. Janet Reno, U.S. Attorney General** – Civil Action #: 96-188 (D.D.C.)

5. **Ronald E. Jarmuth and Angela J. Jarmuth v. Jeffrey J. Culpepper individually and in his capacity as Family Law Master & Judge, et al.**
547 US 1148, 126 S.Ct 2293 (Mem) 2006 WL 703670, 164 L.Ed 2d 814, 74 USLW 3544, 74 USLW 3652, 74 USLW 3653, U.S. 5/22/06 (#05-1196)
148 Fed. Appx 188, 2005 W. 2901900, CA 4 (W.Va 11/4/05 (#05-1465))

The Jarmuths filed a complaint alleging their civil rights were violated. The complaint was dismissed by the District Court and the dismissal was affirmed by 4th Circuit Court of Appeals.

6. **Jarmuth v. Natiliz McLemore** Civil Action #: 93-MISC-293 (D.D.C.)

7. **Jarmuth v. Kevin Cox, MC.** (Virginia) 278 Fed. Appx. 246, 2008 WL 2076384 C.A. 4(W.Va) May 16, 2008 (No. 07-2009)

Jarmuth, while a federal employee, filed notice that he intended to seek compensation for work related injury. He was directed to see Dr. Cox for evaluation. In lawsuit, Jarmuth sought to prevent the release of his medical records, and a directive to destroy the records. Jarmuth's lawsuit was dismissed by the Court which dismissal was affirmed on appeal. Attached is a copy of the appellate Court's decision.

8. **Jarmuth v. Verizon West Virginia, Inc.** Case #: 04-1546-T-C

→ Complaint filed by Jarmuth was dismissed. Commission found no basis for Jarmuth's complaint that he was given a party line rather than a single line.

9. **Jarmuth v. Charles Schwab & Co.** (Civil Action No.: 03-80-1)
100 Fed. Appx 207, 2004 WL 136600, CA4 (W.Va) decided 6/16/2004 (No. 04-1394)

Lower Court granted judgment for Charles Schwab and Court of Appeals affirmed.

10. **Jarmuth v. Frinzi:** 94 Fed. Appx 969 (Table), 2004 WL 737027, CA3(PA) 3/24/04 (no. 02-2630)

- 2006 WL 4730263 (n.D.W.Va) 7/25/2006

→ Legal action by Jarmuth in which he alleged defamation by some of his co-employees at the FBI. He also alleged that their defamation led to the termination of his employment with the FBI for on 4/21/01. Attached is a copy of the appellate Court's decision.

11. **Ronald E. Jarmuth v. Erin Reynolds, Chairman Creditor's Committee, et al.**
Appelles No. 97-7192, 97-7214. 7/10/1998
172 F.3d 919

Appeal from Bankruptcy Court's denial of Jarmuth's petition relating to appointment of a Trustee for the bankrupt estate. The Bankruptcy Court's decision was affirmed by the appellate Court – the appellate Court's decision is attached.

12. **Ronald Jarmuth v. Wallace H. Weiss**
41 F.3d 1504, 1994 WL 652687, CA 4 (Va)
11/21/94 (No. 93-1290) 41 F.3d 1504 (11/21/1994)

→ Jarmuth sued Weiss on civil charges of assault, batter, slander and libel. Jarmuth alleged that on 3/30/1992 while he was working in the office of the Army Chief of Staff, Weiss attacked him and falsely accused Jarmuth of violating various regulations and statutes. Jury found against Jarmuth. Jarmuth appealed and the appellate Court confirmed the jury verdict. Attached is a copy of the appellate Court's decision.

13. **Ronald E. Jarmuth v. Oxana Turetsky, et al.** No. 93-7054 (6/29/1003)
815 F. Supp 4, 1993 WL 57297, 26 Fed. R. Serv. 3d 289, D.D.C. 2/25/1993 (CA #92-2164)

Jarmuth's appeals the District Court decision dismissing his petition for removal. His case was remanded back to Prince George County Circuit Court.

986 F.2d 1413, 1993 WL 46880 CA(MD) 2/12/1993 (No. 92-2193, 92-2218)

INTERNATIONAL CLUB HOA
NOTICE OF SPECIAL MEETING

Dear International Club Homeowners:

April 6, 2010

Notice is hereby given that a Special Meeting of the Members will be held on **Monday, April 19, 2010**. The meeting will commence at **6:00 pm** and will be held **in the auditorium of St. James High School off of Highway 707, Murrells Inlet, South Carolina.**

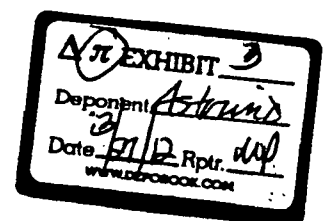
The purpose of this Special Members' Meeting is to formalize an easement that the Board of Directors is granting to Central Electric Cooperative. THIS IS NOT A VOTING MEETING OF THE MEMBERSHIP. DETAILED INFORMATION WILL BE PROVIDED TO THE MEMBERSHIP AND THEIR RESPONSES ARE WELCOME AND WILL BE HEARD.

If you have any questions regarding any matters contained in this Notice, please contact Beckie Abel, PCAM, Senior Community Manager, K.A. Diehl & Associates, Inc. at the management office at 843-357-9888.

On behalf of the International Club Homeowners Association, Inc. Board of Directors,

Sincerely,

Rosemary Toth
President of the International Club Board of Directors
238 Seville Drive
Murrells Inlet, SC 29576
Ph: (843) 651-1392
Email: rtoth@sccoast.net



INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.
SPECIAL MEETING

APRIL 19, 2010
6:00 P.M.

MINUTES

The Special Members Meeting for the International Club Homeowners Association was held at St. James High School located at 10800 Highway 707, Murrells Inlet, SC 29576 on April 19, 2010 at 6:00 P.M.

I. Call to Order

The hour having been reached for the stated Special Meeting for the International Club Homeowners' Association, Inc. was called to Order. As is the custom of the International Club, the chairman appointed Julie Case as the recording secretary for the meeting.

II. All Members in attendance were asked to please stand for the pledge of allegiance.

III. Welcoming Statement

Chairman Toth thanked all Members present for attending this informational Special Members Meeting.

IV. Introductions

Present from the Board of Directors were Rosemary Toth, President of the HOA Board of Directors and Chairperson of this meeting, Maureen Sullivan/Vice President, Bill Freiboth/Director at Large, John Bianchi/Treasurer and Camille Noonan/Secretary. Representative from Central Electric Power was Bill Rogers, who is Manager of Rights of Way and Bill Saunders, Representative of CEP. Also accompanying Bill was Dwight Hollifield, General Manager of PIKE Energy Solutions. The Representative from K.A. Diehl & Associates was Julie Case Assistant Manager and served as the recording secretary. Also present was videographer Chuck Stokes with Stages Video Myrtle Beach SC.

V. Opening Statement

The purpose of the Special Members Meeting is to formalize an easement that the Board of Directors is granting to Central Electric Power Cooperative, Inc.

VI. Proof of Mailing

Rosemary stated that she has been handed a copy of the Notice and Proof of Mailing for this Special Members meeting. They appear to be in good order and will be filed with the Official Records of the Meeting.



\$15,000 Funds for potential Master Association landscaping projects (TBD)
\$10,000 Funds to be deposited in money market account for contingent expenses
\$4,750 Funds for tax liability (\$2,186 quoted by CPA – balance as cushion)

\$80,000 Total Allocations

X. Motion to Grant the Easement

A motion was made to grant the easement to Central Electric Power Cooperative, Inc.

Motion made by: Bill Freiboth

Seconded by: John Bianchi

Vote: Passed unanimously with a roll call vote

BY THE BOARD

After the motion was passed, Central Electric Power Cooperative presented the Homeowners Association a check in the amount of \$83,000.00 for the granting of the easement.

XI. Adjournment

A motion was made to adjourn the meeting at 7:04 P.M.

Motion made by: John Bianchi

Seconded by: Bill Freiboth

Vote: Passed unanimously

Respectfully submitted by: _____


Julie Case, Acting Recording Secretary

Approved by: _____


Rosemary Toth, President

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

Ronald Jarmuth,

Plaintiff(s),

vs.

CIVIL ACTION NOS.
2009-CP-26-3596 &
2010-CP-26-11320

International Club HOA,
Inc., et al.,

Defendant(s).

DEPOSITION OF: MICHAEL BUTRYN

DATE: Tuesday, March 27, 2012

TIME: 11:07 a.m. through 12:30 p.m.

LOCATION: International Club Amenity Center
1551 International Club Boulevard
Murrells Inlet, South Carolina

TAKEN BY: Attorneys for the Plaintiff(s)

COURT REPORTER: MADONNA M. PERKINS
Registered Professional Reporter
Certified Livenote Reporter

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APPEARANCES OF COUNSEL

REPRESENTING THE PLAINTIFF RONALD JARMUTH: (Pro Se)

BY: RONALD JARMUTH
249 Pickering Drive
Post Office Box 2601
Murrells Inlet, SC 29576
Phone: (843) 314-4355
E-mail: Ronaldjarmuth@hotmail.com

REPRESENTING THE DEFENDANT INTERNATIONAL CLUB
HOA, INC., et al.:

McNAIR LAW FIRM, P.A.
BY: HENRIETTA U. GOLDING, ESQUIRE
2411 Oak Street, Suite 206
Founders Centre
Myrtle Beach, SC 29577
Office: (843) 444-1107
Fax: (843) 443-9137
E-mail: Hgolding@mcnair.net

ALSO PRESENT: WILLIAM FREIBOTH
ROSEMARY TOTH

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9.

10

11

12

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14 REQUESTED INFORMATION INDEX

15 (No Information Requested)

16

E X H I B I T S

17

18 Plaintiff(s) Exhibits

| 19 | Exhibit | Description | Page | Line |
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| 20 | 1 | 4/15/10 E-mail from Michael Butryn | 16 | 19 |
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| 22 | | | | |
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| 24 | | | | |

25

1 STIPULATION: It is stipulated by and
2 among Counsel that this deposition is being
3 taken in accordance with the South Carolina
4 Rules of Civil Procedure; and that the
5 deponent does not waive reading and signing
6 of this deposition.

7 * * * * *

8 MICHAEL BUTRYN, being first duly sworn,
9 testified as follows:

10 EXAMINATION

11 BY MR. JARMUTH:

12 Q. Please state your name and address for the
13 record.

14 A. Mike Butryn, 1008 Ennis Drive, Murrells
15 Inlet, South Carolina, 29576.

16 Q. Is that residence located within a planned
17 unit development?

18 A. Yes, it is.

19 Q. Is that residence located within the Pebble
20 Creek subdivision portion?

21 A. Yes.

22 Q. Are you considered or would you consider
23 yourself a member of the HOA?

24 A. Yes.

25 Q. What is your background and experience in

1 construction management or buildings and grounds?

2 A. I was director of facilities for two school
3 districts: Bethlehem School District, Quakertown
4 Community School District.

5 COURT REPORTER: I'm sorry, what was
6 the name, Quartertown?

7 THE DEPONENT: Bethlehem and then
8 Quakertown and Lehigh University. And they
9 were all in Pennsylvania.

10 BY MR. JARMUTH:

11 Q. Did that -- what involvement did that have
12 in providing buildings and grounds specifications
13 in contracts?

14 A. Well, for all three educational
15 institutions, I had control of the -- or
16 responsibility of maintaining all the grounds. For
17 example, at Lehigh University, it was my
18 responsibility to make sure all of the athletic
19 fields were playable, were in safe condition, as
20 with Bethlehem School District and the Community
21 School District.

22 Q. Did that include verifying the quality of
23 the work performed?

24 A. Yes, it did. There were several contractors
25 that we had contract -- subcontracted out to. Even

1 though we had an in-house personnel, there were
2 still things we could not do by ourselves.

3 Q. Did that part include verifying the
4 completeness of the work involved?

5 A. Yes, it did.

6 Q. Did you have any experience in that context
7 with figuring how much work should cost?

8 A. Yes.

9 Q. Can you explain that?

10 A. Well, what we did a lot of times, we had
11 to -- there was property that we owned, for
12 example, we created new football fields or athletic
13 fields, a new girls hockey field. So what we did
14 is to look to see what it would cost -- several
15 things we did. For each place that we did, along
16 with the buildings, we created what they called the
17 five-year plan, so that we knew what was going to
18 be, what it was going to cost in those five years,
19 what it was going to cost to maintain, we put an
20 inflation factor in there. If we were going to sub
21 it out, we got several bids to see what it was
22 going to cost us, and that would be placed in the
23 budget. The determination wasn't made until the
24 following year to see whether we could still do
25 that in-house or would have to sub it outside.

1 Q. Did you make presentations, formal
2 presentations to any decision-making bodies
3 regarding those matters?

4 A. Yes, I did. I had to present that in a
5 public meeting to the board of education with my
6 recommendations and support for that
7 recommendation.

8 Q. Were your recommendations generally
9 followed?

10 A. Yes.

11 MS. GOLDING: Object to the form of the
12 question.

13 BY MR. JARMUTH:

14 Q. How often were your recommendations followed?

15 A. About 99 percent of the time.

16 Q. Did they consider you an expert in that
17 matter?

18 A. Yes.

19 MS. GOLDING: Object to the form of the
20 question.

21 BY MR. JARMUTH:

22 Q. How do you know that?

23 MS. GOLDING: Wait a second.

24 Mr. Butryn, when I object to the question,
25 I'm doing this because it's my belief that

1 Mr. Jarmuth is asking you a question that's
2 legally impermissible for some reason. When
3 I object, you have to basically stop and not
4 try to answer the question, just as
5 Mr. Jarmuth has to stop and not interfere
6 with my objection.

7 Through this deposition, I'll be making
8 objections, so once I make an objection,
9 then you can answer the question, but you
10 need to permit me to the objection and then
11 you answer the question.

12 THE DEPONENT: Okay.

13 MS. GOLDING: Thank you.

14 MR. JARMUTH: Please reread the
15 question. I'll ask the question again.

16 BY MR. JARMUTH:

17 Q. What led you to believe that they considered
18 you an expert on the matter?

19 MS. GOLDING: I object to the form of
20 the question.

21 Now you can answer.

22 THE DEPONENT: Now I can answer? Okay.
23 I wanted to make sure.

24 MS. GOLDING: No, you go right ahead.

25 THE DEPONENT: Well, when I was told

1 about my attributes and when I was
2 accommodated by the board, when we had
3 several public meetings, we had people in
4 the community that came up and had also
5 thanked me.

6 When I look at what I was able to
7 accomplish in those five years, could be
8 proven that I knew what I was talking about
9 because of my salary. I was probably -- I
10 belonged to an organization called
11 Facilities Management, and it was where
12 there were 13 school districts involved. So
13 it was quite large.

14 And being president of that
15 organization, three times, leads me to
16 believe that what I had to say was merited
17 by the progress I had made.

18 When I created, I gave -- wrote two
19 articles for the PASBO, and that's the
20 Pennsylvania Association of School Business
21 Officials. I gave seminars there and was
22 involved with some of the training there.

23 I had also wrote two articles. One was
24 on the employees and how to get more out of
25 your men, creating a good relationship with

1 them. And the other article was getting
2 community involvement and how to get the
3 community involved.

4 MR. JARMUTH: Based upon Mr. Butryn's
5 statement of his experience, authorship of
6 those articles and experience teaching, I
7 would like to offer him as an expert
8 witness.

9 MS. GOLDING: I object.

10 MR. JARMUTH: Which number is that,
11 Astorino 1?

12 MS. GOLDING: Do you want to use
13 Astorino 1?

14 MR. JARMUTH: Yes.

15 MS. GOLDING: Okay. I'll give you
16 what...

17 BY MR. JARMUTH:

18 Q. I'm handing the witness Exhibit 1 from
19 Astorino 1, which is an assessment coupon. Do you
20 recognize that as generally an assessment coupon
21 you received?

22 A. Yes.

23 Q. And who does it say you should make the
24 checks payable to?

25 A. K.A. Diehl.

1 Q. Please read the phrase that says, "Make
2 checks payable to."

3 A. "Payment Processing Center, K.A. Diehl &
4 Associates Incorporated, P.O. Box 105007, Atlanta
5 Georgia 30348-5007."

6 Q. That's the address.

7 Looking higher up, please read the phrase
8 beginning "Make checks payable to..."

9 A. Oh. "Make check payable to International
10 Club POA."

11 Q. Is that how you wrote your checks?

12 A. Yes.

13 Q. Please describe the circumstances
14 surrounding the granting to Central Electric of
15 some rights at the front entrance.

16 MS. GOLDING: Object to the form of the
17 question.

18 THE DEPONENT: I'm sorry, repeat that
19 question.

20 BY MR. JARMUTH:

21 Q. Please describe your involvement in the
22 circumstances surrounding the granting to Central
23 Electric of rights to run power lines at the front
24 entrance.

25 A. I objected to that. I had called -- when it

1 first came out that they were going to have a
2 meeting and what was involved, there was a letter
3 that was given by the HOA as to who was involved,
4 Central Power & Light, and what they were doing.

5 I had called Bill Rogers, who was the person
6 in charge, I guess representing the power company.
7 I spoke with him, I identified myself, I told him
8 that I had been on the buildings and grounds
9 committee and was concerned about this.

10 I did tell him that I had gone through this
11 with, you know, two of the school districts that I
12 was with where they wanted to obtain property.

13 It was in that time that Bill had told me
14 that he had already given the board a copy of what
15 they were willing to offer. And he said he did
16 give it to Rosemary and that she was going to take
17 it back to the board and review it.

18 Let's see. From there, we had -- there were
19 two other meetings that I could recall. And one
20 was supposed to be like a question-and-answer, and
21 at that point, the board had -- well, let me back
22 up.

23 There were times that I did contact the
24 board and I wanted to review it with the board, and
25 and I did not make it inside. In fact, the board

1 meeting was in this room. And it was basically on
2 this topic.

3 There were things that I had asked for that
4 I felt they should do prior to making any decision.
5 And the one was definitely an impact study. And I
6 felt that within that impact study, it would note
7 several things: One, what the impact was going to
8 do on the environmental area; what it was going to
9 do for the homes; and what it would do for long-run
10 and what -- as far as costs.

11 And at that meeting, it was my understanding
12 that they were going to do that and get this impact
13 study, and I felt that would be a good -- that
14 would be the first step.

15 Getting back to Bill Rogers, Bill Rogers at
16 that point told me that money was no object. He
17 said, "I'm definitely not going to give the store
18 away," but money was no object at this point.

19 That's why when I heard \$45,000 was the
20 offer, I said, "Bill, that is low." And that's why
21 I objected to that 45,000, I felt that the HOA
22 could do much better than that. I had even offered
23 my services to work behind the scenes in any way
24 possible that, you know, we could get more out of
25 it and to make sure that things were done

1 correctly.

2 I was concerned also about who was going to
3 follow up to see if the power company had completed
4 everything that they said they were going to have
5 done.

6 Q. Was Rosemary Toth present at these
7 presentations that you made to the board?

8 A. Yes.

9 Q. What was her position at those meetings?

10 A. Well, at one point she told me -- in fact,
11 she told the board -- at a board meeting, everyone
12 was sitting here and the board was up there
13 (indicating), and she had mentioned that there was
14 nothing that we could do. First of all, she said
15 that they never received anything. I had already
16 had that information that she did receive the
17 offer. And she said that whatever the board -- I
18 mean, whatever the power company offers us, that's
19 what we'll have to take, that she really couldn't
20 do much about that.

21 And I said, "That is not true." I said,
22 "It's a negotiating process, just like buying a
23 vehicle: One is high one is low and somewhere you
24 meet in the middle."

25 MR. JARMUTH: Could you please show the

1 deponent Astorino Exhibit 3? It's the
2 Notice of Special Meeting.

3 (Tendered Document.)

4 BY MR. JARMUTH:

5 Q. Do you recognize this document entitled
6 Notice of Special Meeting, April 16, 2010?

7 A. Yes.

8 Q. What problems did you have in what they said
9 was going to happen?

10 MS. GOLDING: Object to the form of the
11 question.

12 BY MR. JARMUTH:

13 Q. Did you have any dislikes about what was --
14 how the meeting was going to be held?

15 MS. GOLDING: Object to the form of the
16 question.

17 BY MR. JARMUTH:

18 Q. Please state your problems with this
19 proposed procedure.

20 MS. GOLDING: Object to the form of the
21 question.

22 THE DEPONENT: Okay. We thought this
23 was going to be a question-and-answer and
24 more or less that everybody would be able to
25 give the information. We thought there

1 would be more information that the board
2 received so that we could make -- which was
3 going to be, I thought, a voting at a future
4 time. However, that was not a vote. They
5 had already decided what they were going to
6 do at this point.

7 BY MR. JARMUTH:

8 Q. Had you heard that at the board meeting held
9 before the special meeting?

10 MS. GOLDING: Object to the form of the
11 question.

12 BY MR. JARMUTH:

13 Q. You just said they decided before. Was that
14 based upon what you heard at the board meeting held
15 before the meeting?

16 A. That was at the special meeting.

17 MR. JARMUTH: I'd like to introduce as
18 Butryn Exhibit 1, an e-mail from you.

19 (PLF. EXH. 1, 4/15/10 E-mail from
20 Michael Butryn, was marked for
21 identification.)

22 THE DEPONENT: Yes, this is mine.

23 BY MR. JARMUTH:

24 Q. Had you received a copy of that previous
25 exhibit, the Notice of Special Meeting.

1 A. No, wait. I'm not --

2 Q. The document you had before, Notice of
3 Special Meeting, Astorino 3, had you received a
4 copy of that in the mail?

5 A. No.

6 Q. This Notice of Special Meeting, did you
7 receive a copy in the mail?

8 A. Oh, yes, yeah.

9 Q. Now, why did you -- is that your document,
10 that e-mail I showed you?

11 A. Yes.

12 Q. Why did you write it?

13 A. Well, because I did some research on it. I
14 called people that I dealt with up in Bethlehem,
15 and I went on the Internet, looked at more
16 information, trying to give as much information as
17 I could to the public. And this came from some of
18 the stuff on the Internet and from where I had
19 spoke to people in the past.

20 I felt that they needed to be aware that
21 that \$45,000 was not a good offer.

22 Q. Did you attend a special meeting?

23 A. Yes.

24 Q. At the special meeting, did you ask that a
25 vote be taken?

1 A. I really can't recall.

2 Q. Did anyone at the meeting ask a vote be
3 taken?

4 A. Oh, yes, yes. I believe there was -- Diane
5 Reich, Riech.

6 Q. What do you recall about what she said and
7 did?

8 MS. GOLDING: Object to the form of the
9 question.

10 THE DEPONENT: Okay. Well, the one
11 thing that Diane did say at that point, she
12 begged the board not to make any decision
13 and not to go through with this, that they
14 still take their time. And she said that we
15 should let this up -- this should be let up
16 to the public and let the public vote on it.

17 BY MR. JARMUTH:

18 Q. At the time she made that statement, was she
19 standing or sitting? Could you please describe her
20 physical posture?

21 MS. GOLDING: Object to the form of the
22 question.

23 THE DEPONENT: At that point -- I'm
24 trying to get the position, because she was
25 sitting on this end, and I know I was

1 sitting on the other end, and then she got
2 up, and she actually stood up and talked to
3 the board (indicating).

4 BY MR. JARMUTH:

5 Q. Was a vote taken?

6 A. No.

7 Q. Did you receive, subsequently, a
8 distribution of some money paid by Central
9 Electric?

10 A. Yes.

11 Q. Did you ask for that money?

12 A. No.

13

14 MR. JARMUTH: Could you give the
15 deponent Astorino Exhibit 2?

16 (Tendered Document.)

17 BY MR. JARMUTH:

18 Q. Looking at the first page, did you receive
19 this e-mail?

20 A. Yes, I believe I have a copy of it.

21 Q. Looking at two-thirds of the way down, who
22 signed the e-mail?

23 A. Beckie Abel.

24 Q. And according to that thing, who was she
25 signing it for?

1 A. For the HOA, board of directors.

2 Q. And based upon that e-mail, who was she
3 working for at the time?

4 A. K.A. Diehl.

5 Q. Please note the date and time of that
6 e-mail. When was that?

7 A. 5/28/09 at 12:55 p.m.

8 (Off-the-record conference.)

9 MR. JARMUTH: Let's hold that in
10 abeyance.

11 Can you show the deponent Pizzi Exhibit
12 1?

13 (Tendered Document.)

14 BY MR. JARMUTH:

15 Q. Now, you've already said that e-mail was May
16 28th at 12:55 p.m. Looking at the other e-mails
17 below, are you a member of IC Buzz?

18 A. Yes.

19 Q. Do you recognize having seen these other
20 e-mails on IC Buzz?

21 A. Yes.

22 Q. Recognizing the dates and times they were
23 sent, do these come after the HOA e-mail about me?

24 A. Yes.

25 Q. How would you characterize them in terms of

1 were they painting me as favorable or unfavorable?

2 MS. GOLDING: Object to the form of the
3 question.

4 BY MR. JARMUTH:

5 Q. Please characterize the nature of these
6 e-mails.

7 MS. GOLDING: Object to the form of the
8 question.

9 THE DEPONENT: Well, when I got these,
10 I had my doubts -- okay? -- of your
11 character. I thought if you had all these
12 lawsuits and some of the other things that
13 were going around as to your character, I
14 questioned what type of individual you were.

15 BY MR. JARMUTH:

16 Q. And this arose from -- did that arise from
17 what you received from the HOA?

18 MS. GOLDING: Object to the form of the
19 question.

20 THE DEPONENT: Well, it's what we have
21 right here. When you read this, you can
22 only think one thing, that there's something
23 wrong here.

24 BY MR. JARMUTH:

25 Q. Turning to the last e-mail on this list from

1 Aine Hukezalie.

2 A. Okay.

3 Q. Could you count down eight lines and read
4 the line beginning "I and 25"?

5 A. "I and 25 others are now going to take
6 action against him in person, but come hell or high
7 waters, I will not have a big bully do this to me
8 and my son."

9 Q. That's the sentence.

10 To your knowledge, have you ever seen
11 anything in IC Buzz from Aine Hukezalie?

12 MS. GOLDING: Object to the form of the
13 question.

14 THE DEPONENT: I saw this.

15 BY MR. JARMUTH:

16 Q. But before that, had you ever seen her or
17 any e-mail from her in IC Buzz?

18 A. No, no.

19 MS. GOLDING: Object to the form of the
20 question.

21 BY MR. JARMUTH:

22 Q. Based upon your being a homeowner, have you
23 personally ever seen any contact between me and
24 Aine Hukezalie?

25 A. No.

1 Q. Going back to the -- this material from the
2 HOA, turning to the second page, did you receive a
3 package with substantially the same envelope?

4 A. Yes.

5 Q. Who was it from?

6 A. It was from K.A. Diehl, from the board of
7 directors.

8 Q. Were the attachments behind this envelope
9 substantially the same as what you received by
10 e-mail?

11 A. Yes.

12 Q. Looking at the next page, is that the letter
13 that was in the envelope dated May 28, 2009?

14 A. Yes.

15 Q. And who was that from?

16 A. Every member on the board.

17 Q. Who signed that letter there? I'm just
18 looking at the letter.

19 A. Which one? I'm sorry, which one are you
20 looking at? Oh, the beginning?

21 Q. The letter. Should be the third page in
22 (indicating).

23 A. That was from Beckie Abel.

24 Q. In what capacity did she sign them?

25 A. She is the senior community manager for the

1 board of directors.

2 Q. Now, did that package include a letter from
3 Henrietta Golding? Next page, there's a letterhead
4 that says McNair.

5 A. Nope, one more. Yes, it is.

6 Q. In reading this letter, did you attach any
7 greater credibility than you would have had it been
8 received by someone who is not an attorney?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE DEPONENT: Well, yeah, I thought if
12 an attorney said this, it's got to be true.

13 BY MR. JARMUTH:

14 Q. In this, either of these e-mail or letter
15 package, at any other time did you receive any
16 other information about where you could go to
17 verify the truthfulness of what was asserted?

18 A. No. The only thing that I did here was
19 people were telling me to Google it, and I didn't
20 find anything.

21 Q. Turning to the last pages, Paragraph 10,
22 which is the last page in this package --

23 A. Okay.

24 Q. -- there's a paragraph of text there. Could
25 you read that paragraph of text?

1 A. "Jarmuth v. Frinzi: 94" --

2 Q. No, the text.

3 A. The what?

4 Q. It begins with "Legal action."

5 A. Oh, "...legal action by Jarmuth in which he
6 alleged defamation by some of his co-employees at
7 the FBI. He also alleged that their defamation led
8 to his termination of employment with the FBI on
9 4/21/01. Attached is a copy of the Appellate
10 Court's decision."

11 Q. Based upon that text, who did it say I
12 accused of defamation?

13 MS. GOLDING: Object to the form of the
14 question.

15 BY MR. JARMUTH:

16 Q. Line 1 of that text.

17 A. Yeah. Your co-employees.

18 Q. Does it give you any indication whether
19 Frinzi was a co-employee?

20 A. No.

21 MS. GOLDING: Object to the form of the
22 question.

23 BY MR. JARMUTH:

24 Q. Based upon that, what context did you assume
25 Frinzi was?

1 MS. GOLDING: Object to the form of the
2 question.

3 BY MR. JARMUTH:

4 Q. What context did you assume Frinzi was?

5 MS. GOLDING: Object to the form of the
6 question.

7 THE DEPONENT: He was an employee.

8 BY MR. JARMUTH:

9 Q. Did you -- what was your belief regarding in
10 connection -- of termination of my employment and
11 defamation?

12 MS. GOLDING: Object to the form of the
13 question.

14 THE DEPONENT: Well, I thought
15 everything that was in here was factual.

16 BY MR. JARMUTH:

17 Q. Turning to Number 12, looking at the text,
18 counting down one, two, the fourth line, could you
19 read the fourth set -- the sentence beginning at
20 the fourth line?

21 A. "Jury found against Jarmuth. Jarmuth
22 appealed and the Appellate Court confirmed the jury
23 verdict. Attached is a copy of the Appellate
24 Court's decision."

25 Q. In your context of employment, did you ever

1 have any involvement in any legal suits with the
2 school districts?

3 A. There had been one.

4 Q. Did that go to a jury?

5 A. No.

6 Q. Who decided the case?

7 A. It was done out of court.

8 Q. Have you ever been a participant in any
9 lawsuits?

10 A. No.

11 Q. Based upon your reading of that sentence,
12 "Jury found against Jarmuth," did you -- what was
13 your impression as to whether or not this went to a
14 jury?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE DEPONENT: Well, according to this,
18 that it said that you appealed it, so I
19 thought they found you guilty and you
20 appealed it and the jury confirmed it -- or
21 the court confirmed the jury's opinion.

22 BY MR. JARMUTH:

23 Q. So your impression was a jury had decided
24 the facts?

25 A. Yes.

1 MS. GOLDING: Object to the form of the
2 question.

3 THE DEPONENT: Yes.

4 BY MR. JARMUTH:

5 Q. Can you describe anything anyone said to you
6 regarding having a social relationship with me?

7 MS. GOLDING: Object to the form of the
8 question.

9 THE DEPONENT: Yes. Everyone thought
10 that you were my best friend. They said to
11 me that I should stay away from you. I was
12 told over the phone, I let -- there were
13 conversations where people had called me,
14 left a voice mail. I had threats given to
15 me, which told me to move out of town and
16 they would even help me pack.

17 I had two flat tires, and they were
18 plugs. So apparently, according to the
19 investigator I had from the police
20 department, they must have been placed under
21 the tire, and it was just a metal peg, so
22 when I backed up, it just went and punctured
23 the tire. So I do have a police report on
24 that.

25 As I said to them, that I do not

1 socialize with you. No one felt that that
2 was true.

3 BY MR. JARMUTH:

4 Q. Around this time, what was Mike Templeton's
5 capacity with the HOA?

6 A. I believe Mike was on the board. He was on
7 the board of directors.

8 Q. What did Mike Templeton tell you regarding
9 Pete Pizzi at that time?

10 A. About Pete, I received a phone call from
11 him. And I was at some friends' house, and they
12 had heard the discussion, because the new phone I
13 got, as soon as you pick it up, if you don't hold
14 it right, it will go on speakerphone.

15 Mike had called me and said that he met with
16 the board, and that him and Bill Jacques felt that
17 Pete was undermining the board. And as a result,
18 what I should do, because Pete -- I was chairman at
19 the time, committee chairman of buildings and
20 grounds -- Pete -- they said I should get rid of
21 Pete, and I'm the one that should do it because
22 Pete reported to me.

23 I then asked them, Well, how can you do
24 that? He's a volunteer. How do you fire someone?
25 And he says, Well, you need to do that.

1 So I hung up. And I told Mr. Pizzi about it
2 but did not fire him.

3 MR. JARMUTH: I would like to introduce
4 into evidence Butryn 2.

5 (PLF. EXH. 2, 5/27/08 Letter from
6 Michael Butryn, was marked for
7 identification.)

8 BY MR. JARMUTH:

9 Q. Did you write this letter?

10 A. Yes.

11 Q. What does it refer to?

12 A. Well, it refers to my conversation with Mike
13 Templeton.

14 Q. Using this document you wrote to refresh
15 your memory, what specifically did Mr. Templeton
16 tell you that he did which precipitated him asking
17 you to fire Pete?

18 A. Yeah. He said that people saw you running
19 out -- people saw him, Pete, running out of your
20 house with papers in his hands.

21 Q. To use a colloquial, would you take it that
22 they were saying he was a stool pigeon?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE DEPONENT: Okay. From my

1 understanding in talking to Mike Templeton,
2 he felt that Pete was undermining the board
3 because the papers that he supposedly
4 carried there, and the fact that they were
5 having difficulties with you, and why would
6 he go to your house.

7 BY MR. JARMUTH:

8 Q. Do you -- did your committee have anything
9 which you would consider confidential or privileged
10 material?

11 A. No, not really.

12 Q. Do you have any reason to believe that Pete
13 Pizzi had access to confidential or privileged
14 material?

15 A. No.

16 Q. What is your belief regarding my right to
17 have, as a homeowner, any material he had?

18 MS. GOLDING: Object to the form of the
19 question.

20 THE DEPONENT: Just repeat that
21 question.

22 BY MR. JARMUTH:

23 Q. What's your belief regarding my right of
24 access, as a homeowner, to any material he might
25 have had?

1 A. Yes.

2 MS. GOLDING: Object to the form of the
3 question.

4 THE DEPONENT: Yes.

5 BY MR. JARMUTH:

6 Q. Does that mean I had a right or didn't have
7 a right?

8 MS. GOLDING: Object to the form of the
9 question.

10 THE DEPONENT: He did have a right.

11 BY MR. JARMUTH:

12 Q. Did I have a right to that material?

13 MS. GOLDING: Object to the form of the
14 question.

15 THE DEPONENT: Well, yes, it was
16 public.

17 BY MR. JARMUTH:

18 Q. What committees, if any, of the HOA were you
19 a member of?

20 A. I was on the buildings and grounds
21 committee, just as a member and then later
22 appointed as a chairman of that committee.

23 Q. Who appointed you?

24 A. The board.

25 Q. Based upon your introduction to the board,

1 who did they consider their experts on buildings
2 and grounds matters?

3 MS. GOLDING: Object to the form of the
4 question.

5 THE DEPONENT: Well, they were very
6 happy that I first became a member. Mike
7 was ecstatic that I became the chairman.
8 And one of his comments to me was that at
9 least we will be able to get the
10 specifications out to the contractors.

11 There were a list of -- I guess I want
12 to say a to-do list. And that list
13 involved -- I believe it was Number 6 at
14 that point, which specifically said that
15 they wanted to create specifications that
16 they -- meaning that it was imperative to
17 get these specifications.

18 I told Mike I could do that, I could
19 write them for him and get those together.
20 However, we'd have to do a lot of walking
21 around, measuring, getting the property, the
22 square footage and everything else.

23 So at that point, he said go ahead.
24 And that's what we did. We put together
25 these specifications.

1 To say, Why did the board think of me
2 as an expert? When I gave that presentation
3 to the board, Rosemary was very happy with
4 it. She thought the job was done very well.
5 She asked me for a CD, a copy of it. And I
6 gave it to her, and she gave it to Maureen.

7 Maureen then, at the following meeting
8 we had, said, "Mike, this was done very
9 professionally," she said, "it's really
10 good."

11 BY MR. JARMUTH:

12 Q. Who sent you the committee's agenda for what
13 you were looking into?

14 A. The board.

15 Q. What problems particularly did you confront
16 when you started doing your investigations?

17 A. Well, we noticed that the property itself,
18 the percentages were incorrect. One of the things
19 that Mike Templeton wanted us to do and asked us to
20 be very specific on it, because he said that we
21 need to build -- bill the golf course to make sure
22 that that's correct.

23 So when we did our survey -- and when I say
24 "we," I mean Pete and I -- we walked through, and
25 we measured every foot of this property. And when

1 we started putting them numbers together, we
2 noticed some discrepancies. One of them was that
3 the areas that were supposed to be common, were
4 not; they belonged to the golf course. There were
5 some residential areas that were being done. And
6 at that time, through my understanding, it was --
7 and let's not get the two confused, because you
8 have Sunbelt Landscaping, and you have Sunbelt, the
9 builder. So when we went through, it was Sunbelt,
10 the landscaper, who was doing that portion over
11 there for DR Horton. And somehow we assumed that,
12 I can't tell you how we assumed that, but it was
13 being done.

14 And then what happened is we brought this to
15 the board and said here's the concerns that we
16 have.. Okay? How are you going to do this billing?
17 Are you going to do it separately? And there was a
18 reason for that.

19 In the bid sheet, we wanted to know what
20 every area cost to maintain. So the amenity center
21 would be one, the golf course would be another,
22 DR Horton would be another and the common areas
23 would be another.

24 So as that was separated, we had to know how
25 they were going to be billed back to each entity.

1 One of the other things that we found then
2 was that discrepancies were so large, and we needed
3 some kind of direction from the board. And at that
4 point, they said, well, leave it out, leave the
5 residential out, but keep the golf course in. So
6 we kept the golf course in.

7 And we went out to bid, we got the numbers,
8 and I made a presentation to the board as to who my
9 recommendation was and why.

10 MR. JARMUTH: Can you show the deponent
11 Pizzi Exhibit 3, please?

12 MS. GOLDING: Why don't you get your
13 exhibit?

14 MR. JARMUTH: I can give him another
15 copy of it if you will let me.

16 I'm handing the deponent an exhibit
17 which was previously marked Pizzi Exhibit 3.

18 BY MR. JARMUTH:

19 Q. Is this the bid comparison that your
20 committee did or, substantially, that bid
21 comparison?

22 A. Yeah, the format looks a little different,
23 but numbers look -- yes, this is what we put out.

24 Q. Did this result from the inventory that your
25 committee did on the various properties which were

1 or might be maintained?

2 A. Yes.

3 Q. What was your committee's recommendation
4 regarding maintaining private property at HOA
5 expense?

6 A. We recommended that it should not be done.
7 There was a meeting at --

8 MR. JARMUTH: Can we stop the deponent
9 and show another exhibit? I'd like to hand
10 the deponent Pizzi Exhibit 2. I'll hand him
11 another copy, if you let him.

12 THE DEPONENT: Stack them up here.

13 BY MR. JARMUTH:

14 Q. I hand you Pizzi Exhibit 2, which is a June
15 25, 2008 presentation by the buildings and grounds
16 to the HOA board in this room. Do you recognize
17 that?

18 A. Yes, I do.

19 Q. Who authored that?

20 A. Pardon?

21 Q. Who put it together?

22 A. I did and Pete Pizzi.

23 Q. Okay. Proceeding, what were your
24 recommendations about maintaining non-POA-owned
25 property?

1 A. This was a PowerPoint presentation, and we
2 recommended that they would not do any residential
3 property. The meeting I did have with them, it was
4 Bill Jacques who mentioned that -- he stated that
5 he does not want to start a precedent. And, again,
6 this is where I believe my understanding came from,
7 that we should not be doing that property. That
8 property was actually -- that property, it was the
9 model home's. DR Horton was taking care of that
10 property. And somehow, Sunbelt Landscaping was not
11 only doing the International Club here, Pebble
12 Creek, but also did DR Horton's.

13 Q. In connection with this, was this the same
14 presentation that Rosemary Toth asked for a CD of?

15 A. Yes.

16 Q. In connection with this, can you make a cost
17 comparison between what it was costing us to
18 maintain golf course property and the assessments
19 they were paying?

20 A. Yes.

21 Q. What was your conclusion?

22 A. I believe I have two here (indicating).

23 Okay. Yeah, we broke it down, and the golf
24 course was 38 percent. Now, we based this on the
25 current budget. At that point, I believe the

1 current maintenance budget was \$65,000. And we
2 based it -- because we didn't know what the actual
3 bid would come in at, so we based it on the
4 previous budget for the maintenance and we took --
5 we said 38 percent, because we have the square
6 footage down for each area.

7 So we took -- so if you were to take the
8 38 percent from that 65,000, that would mean that
9 the golf course was costing us 24,700. However, we
10 believed that was skewed, because when you look
11 into what was being taken care of, the golf
12 course -- and that was mentioned in here -- the
13 golf course is very labor-intensive. It isn't
14 something like you could just go to these common
15 areas and cut the grass or not. There were trees
16 that you had to cut around. There was a lot
17 more -- I said labor-intensive, so there -- the
18 weed eating, everything else, the trimming, much,
19 much more.

20 However, based on square footage -- and
21 that's all this was, was based on square footage --
22 that these are what the costs would be.

23 Now, when we -- bids came back -- I believe
24 you can look at those bids and -- but, again,
25 that's why we felt it was skewed, because of the

1 fact that it was so labor-intensive.

2 Q. In the contract which was actually
3 originally written, did that include maintaining
4 private homeowners' property?

5 A. No.

6 Q. Did it get changed?

7 A. Yes.

8 Q. To your knowledge, did someone change that
9 contract?

10 A. Yes.

11 Q. Who?

12 A. Rosemary.

13 Q. And what change did that result in?

14 A. Well, what had happened, Pete was supposed
15 to get all the inspection reports. After four or
16 five, he did not receive them. We started to go
17 back to check to see why not.

18 At the same time, after meeting with the
19 board in this room, we said that, again, do not do
20 the residents'. What had happened, Rosemary had
21 given me a call prior to February 10, 2009, and she
22 asked me if I would leave with her to go down to
23 Gail Baggett's residence. And I said, "Sure. What
24 for?"

25 And she said, "Well, apparently she's

1 complaining that we haven't done the landscaping
2 there."

3 And when she described the property to me, I
4 said, "Well, that doesn't belong to us."

5 So we went down, I took my wheel for
6 measurement, and I went down there. And I measured
7 everything off, and it was still within that
8 property. So I called Horry County, and he said
9 that the -- there's a 10-foot easement -- I forget
10 the easement, somewhere around 10 or 15 feet;
11 however, it's the owner's responsibility to
12 maintain that.

13 So I said that to Rosemary. And Rosemary
14 said to me, "Well, if it was up to me, I'd just go
15 ahead and do it."

16 So we brought that information back. And
17 like I said, on the 10th of February -- and these
18 are my notes from that. And I can say that Maureen
19 was very unbiased. I thought she did a good job.
20 I thought she was accepting what we gave them at
21 that point.

22 And what I am doing, I'm leading up to how
23 this thing had actually changed.

24 So Maureen had said there were three options
25 we could do. We could deed it over to the common

1 area, all that property there. Or we could get the
2 cost to have it taken care of by Amazing Blades and
3 billed back, or we could just maintain the
4 property.

5 That's when Bill Jacques had said, "This is
6 a lot of clean up from the builders." And I
7 believe we all agreed at that point. But he said
8 he did not want to set a precedent; and if it was
9 private property, then we should not be doing it.

10 So it was both he and Mike Templeton said
11 that I should -- Pete and I should go to the county
12 and to make sure of it, of the boundary lines and
13 what have you.

14 Rosemary interjected at that point, and she
15 wanted to continue. And Mike Templeton said, "It
16 will not be a 'we' decision" -- I mean, "It will be
17 a 'we' decision; it will not be just one person."

18 And what he meant by that, because Rosemary
19 wanted to go ahead with it, and he said, "It's not
20 going to be a 'we' decision" -- or I'm sorry, "It
21 will be a 'we' decision so that everybody was
22 involved on it."

23 And Beckie Abel at that point also
24 recommended getting a survey.

25 Then what happened from that point, we went

1 to Horry County to get the letter and the evidence
2 and the county -- the boundaries and what have you.

3 When we got back -- that was like on a
4 Thursday, well, whatever that day was. But I know
5 we had to wait until the Monday. We went on
6 Monday, got the information. When we came back, we
7 heard a report that they were putting mulch on
8 that, on the flower beds there. So we had asked
9 the question, Well, why? What happened? Okay?

10 And at the committee meeting, buildings and
11 grounds committee meeting, Mike Templeton said that
12 it was the decision to have it done. And that
13 meeting -- making that presentation, Rosemary had
14 asked Pete and I to leave, and she said there was
15 an executive session. And this was a general
16 meeting. So, I mean, it wasn't a public meeting.
17 So I had left, Pete and I had left.

18 That meeting -- again, we were supposed to
19 have that information and bring it back. Well, we
20 found out that mulch was already applied at the
21 committee meeting, buildings and grounds committee
22 meeting. We had asked why was it done.

23 We questioned Mike Templeton very
24 thoroughly, and Mike had said, "This was not a
25 board decision; this was Rosemary's decision."

1 So we were very upset with that because we
2 felt that we were just spinning our wheels. You go
3 and send us to the courthouse, we get our
4 information, we come back and it's already
5 completed.

6 MR. JARMUTH: What's the next exhibit
7 number?

8 COURT REPORTER: 3.

9 MR. JARMUTH: I'd like to submit Butryn
10 Exhibit 3.

11 (PLF. EXH. 3, 4/16/09 E-mail from
12 William Martin with Attachments, was
13 marked for identification.)

14 BY MR. JARMUTH:

15 Q: Looking at the maps there dated 1997 and
16 1999, were these the same plats of what -- that you
17 were shown by the Horry County officials?

18 A. Yes, that looks like them.

19 Q. For the record, the first one is the
20 Murrells Inlet Golf Plantation Trail dated 1997;
21 the second one is the Lantana dated 1999.

22 And are these plats what you used to
23 determine what property was within the PUD?

24 A. Yes.

25 MR. JARMUTH: I'd like to hand the

1 deponent Pizzi Number 5. I can give him
2 another one.

3 I'm handing the deponent a document
4 that was previously labeled Pizzi Exhibit 5.

5 BY MR. JARMUTH:

6 Q. Do you recognize this set of plats and
7 plans?

8 A. Yes.

9 Q. Could you state what they describe?

10 A. This was on the drainage. We had problems
11 with the ponds. And I did get something from K.A.
12 Diehl. We were questioning -- one of the things
13 that Mike had said -- there was concern about the
14 ponds and the blockage.

15 One of the things that Bill Martin had said
16 to us, that all of these ponds are connected, and
17 you need to be careful so that one doesn't block up
18 and the others are going to back up.

19 There was a question as to whose
20 responsibility it was, you know, and who it
21 belonged to. Did it belong to the HOA or did it
22 belong to the golf course?

23 Q. Was the matter of blocking one of the agenda
24 items that the board gave you to investigate?

25 A. Yes.

1 Q. And what was your ultimate recommendation to
2 the board regarding feelings with the pond
3 blockages?

4 A. Well, we thought that they should be taken
5 care of much better. I had gone down to -- I
6 believe that was at the end of Trent. That was
7 backing up onto the property.

8 So our recommendation to the board was that
9 they'd have -- you know, we need to do a better job
10 of taking care of it.

11 Q. When you dealt with the Horry County
12 officials, did you have occasion to tell them about
13 your previous experience and training in these
14 maintenance -- buildings and grounds matters?

15 A. Oh, yes.

16 MS. GOLDING: Object to the form of the
17 question.

18 BY MR. JARMUTH:

19 Q. What comment, if any, did they make,
20 particularly, Bill Martin, regarding their --
21 whether they treated you as an expert or not?

22 MS. GOLDING: Object to the form of the
23 question.

24 BY MR. JARMUTH:

25 Q. Can you say any comment they made to you

1 regarding your level of expertise?

2 MS. GOLDING: Object to the form of the
3 question.

4 THE DEPONENT: Okay. I thought Bill
5 was very professional in that he accepted
6 the information that we gave him. And I
7 believe he felt that we were professional in
8 the same manner that we reciprocated.

9 It was a good communication. He felt
10 that what we were thriving for was to get to
11 the bottom of how to maintain these pools
12 with limited cost. And he said that we're
13 headed in the right direction.

14 BY MR. JARMUTH:

15 Q. What is the relationship between your house
16 today and Mr. Pizzi's house?

17 COURT REPORTER: I'm sorry?

18 BY MR. JARMUTH:

19 Q. What is the relationship physically between
20 your house and Mr. Pizzi's house?

21 MS. GOLDING: Are you saying distance?

22 BY MR. JARMUTH:

23 Q. Physical relationship between the two
24 houses.

25 A. I'm not sure I understand.

1 Q. Do you live near Mr. Pizzi's house?

2 A. Yes.

3 Q. When you exit your house, do you drive by a
4 pond located next to his house?

5 A. Yes.

6 Q. What's your -- from your experience in
7 looking at pond problems and issues at the behest
8 of the HOA when you were on the buildings and
9 grounds, what's your observation today about the
10 condition of that pond next to Mr. Pizzi?

11 A. Well, I still believe it's deplorable. I
12 don't believe the maintenance is kept up on that
13 particular pond. And you can go there today, and
14 you can see, it's just not pollen, it's starting to
15 form some algae there. You can see all the leaves
16 that -- it's just not being taken care of.

17 Q. When you were shopping for your house, what
18 were you told about planned amenities for Pebble
19 Creek homeowners?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE DEPONENT: Okay. The Realtor that
23 we had -- I don't recall his last name, but
24 his first name was Darrell. And that was at
25 the model there. And Darrell said that

1 they're going to build a swimming pool and
2 an amenity center here, and that the cost --
3 I think it was, yeah, it was -- \$1,000 was
4 in that cost of the home, and that it was to
5 be for Pebble Creek.

6 BY MR. JARMUTH:

7 Q. What was Darrell's capacity relative to
8 Sunbelt?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE DEPONENT: He was --

12 BY MR. JARMUTH:

13 Q. Did Sunbelt build your house?

14 A. Sunbelt built my house, yes.

15 Q. What was Darrell's capacity relative to
16 Sunbelt?

17 A. He sold the home to me for Sunbelt.

18 Q. And when was that?

19 A. Settlement was November 8, 2004.

20 Q. When you bought your house, were you shown
21 or told about any covenant amendments?

22 A. No.

23 Q. After you bought the house, were you ever
24 told about any proposed amendments to the
25 covenants?

1 MS. GOLDING: Object to the form of the
2 question.

3 THE DEPONENT: No.

4 BY MR. JARMUTH:

5 Q. After you bought your house, were you told
6 about any subsequent amendments which actually had
7 been made?

8 A. No.

9 MS. GOLDING: Object to the form of the
10 question.

11 BY MR. JARMUTH:

12 Q. One of the amendments shifts from the
13 builder required to pay a capital contribution at
14 time of sale to the homeowner, requiring him to pay
15 capital contribution on resale.

16 Do you consider this an impediment to your
17 having -- to your ultimately reselling the house?

18 MS. GOLDING: Object to the form of the
19 question.

20 THE DEPONENT: I --

21 BY MR. JARMUTH:

22 Q. What effect will a buyer have to pay a
23 capital contribution have on your being a
24 competitive seller of your house?

25 MS. GOLDING: Object to the form of the

1 question.

2 THE DEPONENT: If the buyer is selling
3 -- I want to make sure I understand the
4 question, okay?

5 So you're asking me what effect I
6 believe it's going to make --

7 BY MR. JARMUTH:

8 Q. Yeah.

9 A. -- if a buyer comes in and he has to pay...

10 Q. An extra capital contribution.

11 A. Well, he's going to say no. I mean, that's
12 going to be a deterrent. Why would you want to buy
13 it?

14 Q. Would you have agreed to such an amendment?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE DEPONENT: No.

18 BY MR. JARMUTH:

19 Q. Before September of 2007, were you ever
20 offered an opportunity to vote for the board of
21 directors?

22 MS. GOLDING: Object to the form of the
23 question.

24 THE DEPONENT: No.

25 BY MR. JARMUTH:

1 Q. To your knowledge, were there any annual
2 meetings of members before 2007?

3 A. No.

4 Q. Please estimate how many board meetings
5 you've attended while you were a homeowner.

6 A. I would have to say at least 90 percent of
7 them.

8 Q. Were these in the 10s or the 30s? Give me
9 an estimate of numbers, just roughly.

10 A. I'd say at least 80.

11 Q. At these board meetings, did the various
12 committees make reports to the board?

13 A. Yes.

14 Q. Were you present at board meetings where the
15 ARB made presentations to the board?

16 A. No.

17 Q. Are you saying that the ARB -- that no one
18 at a board meeting ever made a presentation about
19 the ARB --

20 MS. GOLDING: Object to the form of the
21 question.

22 BY MR. JARMUTH:

23 Q. -- functions or actions?

24 A. No. There were -- let me go back a minute.
25 And the reason for that, at one point, the

1 committee chairman was allowed to make a report,
2 okay? Then it was changed, and I was no longer --
3 or no one else was to make a report directly to the
4 board. It was the board representative to that
5 committee that then made the report. So --

6 Q. Was the board representative to the ARB?

7 A. Yes.

8 Q. Did that representative periodically make
9 reports to the board?

10 A. Well, they had to make reports to the board.
11 But, again, it was that representative for that
12 committee, that board member of that committee is
13 the one that made the report.

14 Q. Before that changed, did the ARB make
15 periodic reports?

16 A. Yes.

17 Q. Have you ever received an ARB violation
18 letter?

19 A. Yes.

20 Q. Were you ever told to pay a fine?

21 A. No.

22 Q. What did they ask you to do in that letter?

23 A. They asked me to remove my trailer that was
24 parked in my driveway. And I was doing
25 construction at the point. At that time, I was

1 adding a powder room.

2 I called them and I told them, I said, "You
3 were aware that I was doing construction. I told
4 you that this trailer was going to be there, and I
5 get this letter."

6 And Beckie Abel said to me that she didn't
7 get that information; apparently Julie Case never
8 passed that on to her, so it was rescinded.

9 Q. How long did the letter give you, how much
10 time to fix, correct the problem?

11 A. I don't recall, I can't say.

12 Q. Did I accurately reflect your statement?
13 Did I hear you right in saying they did not fine
14 you at the time?

15 MS. GOLDING: Object to the form.

16 THE DEPONENT: No, they did not fine me
17 at the time.

18 MR. JARMUTH: I'm done.

19 EXAMINATION

20 BY MS. GOLDING:

21 Q. Mr. Butryn, do you have a college degree?

22 A. Associate's degree.

23 Q. Okay. So that's a two-year degree?

24 A. Yes.

25 Q. And where did you get that two-year degree?

1 A. Penn State University Extension in
2 Allentown.

3 Q. And what was that degree in?

4 A. Mechanical engineering.

5 Q. When did you retire?

6 A. In 2003, December.

7 Q. And since December of 2003 to the present,
8 have you been involved in any business activities?

9 A. Yes.

10 Q. And what business activities?

11 A. Pristine Home Services.

12 Q. I'm sorry?

13 A. Pristine.

14 Q. And what do you do with Pristine Home
15 Services?

16 A. Remodeling.

17 Q. Is Pristine Home Services your company?

18 A. Yes.

19 Q. Okay. And how long have you been doing
20 business as Pristine Home Services?

21 A. From February of '05 to December 2010.

22 Q. So now, you have stopped doing business as
23 Pristine Home Services?

24 A. Yes.

25 Q. Okay. And when you were doing business as

1 Pristine Home Services, did you have any type of
2 license?

3 A. Yes.

4 Q. What type of license did you have?

5 A. I had an electrical license; I had a
6 specialty license for painting and carpentry.

7 Q. Are those licenses still current?

8 A. No.

9 Q. Okay. Are you currently involved in any
10 business activities?

11 A. No.

12 Q. Okay. Where was the business address of
13 Pristine Home Services?

14 A. It was at my house.

15 Q. How many employees did Pristine Home
16 Services have?

17 A. It varied.

18 Q. What do you mean "it varied"?

19 A. Well, it's kind of a field of trade, that if
20 someone obviously was looking for a better job,
21 they got a better job somewhere else. So I had
22 anywhere from maybe two to four employees.

23 Q. And why did you stop Pristine Home Services
24 in December 2010?

25 A. Economy.

1 Q. And what do you mean by that?

2 A. Well, the economy, itself. I mean, you
3 couldn't get a job. You were bidding on their --
4 you know, with the illegals, and it was just
5 difficult, I couldn't beat that price.

6 Q. Since December 2010, have you been involved
7 in any other business activities?

8 A. No.

9 Q. How is the state of your health?

10 A. Good.

11 MR. JARMUTH: Objection.

12 THE DEPONENT: Why?

13 MR. JARMUTH: It has nothing to do with
14 the case. It's invasion of privacy.

15 BY MS. GOLDING:

16 Q. Were you in town in January of 2012, or did
17 you take any --

18 A. Yes.

19 Q. Did you take any trips in January of 2012?

20 A. I got --

21 MR. JARMUTH: Objection, no foundation.

22 BY MS. GOLDING:

23 Q. I'm sorry, I didn't hear you.

24 THE DEPONENT: Am I supposed to answer
25 this?

1 BY MS. GOLDING:

2 Q. Yes.

3 A. All right. I was in Pennsylvania on
4 January -- got back here on January 4th.

5 Q. Okay. And since January the 4th, throughout
6 the rest of the month of January, were you in town,
7 in Myrtle Beach, South Carolina?

8 A. Yes.

9 Q. Now, you were, in direct examination,
10 referring to presentations you made before the
11 board of directors for the International Club
12 homeowners association; is that correct?

13 A. Right.

14 Q. And I believe you were referring to Pizzi
15 Deposition Exhibit Number 2 that you prepared; is
16 that correct?

17 A. That's correct.

18 Q. Now, in preparing Exhibit Number 2, did you
19 have -- develop any type of title examination on
20 the properties in the area that you referenced in
21 Exhibit Number 2?

22 A. What we had gone to is the county, and they
23 gave us the maps and took it from those.

24 COURT REPORTER: And what?

25 THE DEPONENT: The county.

1 COURT REPORTER: "Gave us the maps" and
2 what?

3 THE DEPONENT: Gave us the maps and
4 the boundaries.

5 BY MS. GOLDING:

6 Q. Okay. So you did not have any title
7 examinations conducted, did you?

8 A. No.

9 Q. Okay. Now, also in any presentation before
10 the board, you didn't have conducted a survey or a
11 have a survey done by a qualified South Carolina
12 survey?

13 A. That wasn't what I was instructed to do.

14 Q. But my question is, you never had that done,
15 did you?

16 A. No.

17 Q. Okay. Now, you also referred to a pond next
18 to Mr. Pizzi's home that was not being taken care
19 of. That pond, who, in your opinion, has control
20 of that pond?

21 A. The golf course.

22 Q. Okay. To your knowledge, has the homeowners
23 association ever maintained that pond next to
24 Mr. Pizzi's house?

25 A. No, I don't believe so.

1 Q. Also, earlier, you were questioned with
2 respect to some notices you received as far as
3 payment of assessments by K.A. Diehl & Associates.

4 A. Right.

5 Q. Okay. And I believe that was Astorino
6 Exhibit Number 1.

7 To your knowledge, have you paid all your
8 assessments to the International Club homeowners
9 association?

10 A. Mine?

11 Q. Yes, sir.

12 A. Yes.

13 Q. Okay. And you're not delinquent in your
14 payment assessments?

15 A. No.

16 Q. And you don't -- is it your opinion that all
17 of your payment assessments have been paid to the
18 Defendant in this lawsuit, to the International
19 Club homeowners association?

20 A. Oh, yeah.

21 Q. Okay. Now, one point in time, Mr. Butryn,
22 you tried to propose some amendments to the
23 declarations; is that correct?

24 A. That's correct.

25 Q. Okay. And the declarations, those are

1 basically the governing documents for the use of
2 property in the International Club subdivision; is
3 that correct?

4 A. Right.

5 Q. Okay. And in preparing those amendments,
6 did you consult with an attorney?

7 A. Briefly, but I didn't hire the attorney.

8 Q. Okay. Those amendments that you had
9 prepared, did you consult with Mr. Jarmuth in those
10 amendments?

11 A. No.

12 Q. And with respect to those amendments, there
13 was a special meeting for those amendments; is that
14 correct?

15 A. That's correct.

16 Q. Okay. But prior to a vote on those
17 amendments, you withdrew those amendments; is that
18 correct?

19 A. That's correct.

20 Q. Okay. And have you been advised by anyone
21 as to the cost that the homeowners association has
22 incurred because of your activities and --

23 MR. JARMUTH: Objection, foundation.

24 BY MS. GOLDING:

25 Q. Go ahead and answer.

1 A. Have I been advised of --

2 Q. Yeah. Have you been informed by anyone of
3 the thousands of dollars that the homeowners
4 association incurred because of your activities in
5 trying to amend the declaration?

6 A. I heard, but nothing in writing.

7 Q. Okay. Have you made any attempt to inquire
8 of the homeowners association how much your
9 proposed amendments have cost the homeowners
10 association?

11 A. No.

12 Q. And why not?

13 A. I did that as a favor to the people. When I
14 made that presentation in here, I gave -- there was
15 Tom Maselli? Am I saying that right? I'm trying
16 to think of the name.

17 When we had that meeting in here and I was
18 going to go over those proposed changes, they had
19 asked me -- the majority of the people had asked
20 why don't I drop this and take it up after the
21 election and we'll form a committee, would I be
22 willing to do that? And I said, Yes, I'd be
23 willing to do that, so that's when I withdrew.

24 Q. I guess my question wasn't clear, and I
25 apologize for it.

1 My question is, why have you not asked the
2 board of directors how much your activities in
3 trying to amend has cost this association?

4 A. I didn't see the need for it.

5 Q. Okay. Well, you agree that the expenses
6 incurred by the association have to be paid by the
7 homeowners in this community, do you not?

8 A. Yes.

9 Q. Okay. And you agree that outrageous
10 expenses, such as your activities for \$20,000, is a
11 factor that should be taken into consideration by
12 the homeowners in this homeowners association; is
13 that not correct?

14 A. Why should it be -- I don't see why it
15 should be considered.

16 Q. Okay. Now, also you were -- testified
17 earlier about the Central Electric Power easement;
18 is that correct?

19 A. That's right.

20 Q. Okay. And you refer to a forty- -- \$45,000
21 monies that the power company was going to be pay
22 for the easement.

23 A. Yes.

24 Q. Do you know how much, in fact, the power
25 company did pay the homeowners association for the

1 easement?

2 A. Somewhere, 80s or 90,000.

3 Q. Okay. So, in realty, there was some
4 negotiations going back and forth between the power
5 company and the board of directors; is that not
6 correct?

7 A. Yes, and prior to that settlement, prior to
8 the 45,000.

9 Q. Okay. And so were you -- are you now then
10 happy with the 80 or \$85,000 that the homeowners
11 association received for the easement?

12 A. No.

13 Q. And why not?

14 A. I just felt that they could have done the
15 impact study. If they would have done the impact
16 study and found out everything that was involved, I
17 believe they would have had a better -- more
18 intelligence, more information to make a better
19 decision.

20 Q. Okay. Well, did you have any type of study
21 done --

22 A. No.

23 Q. -- yourself?

24 A. No, I did not.

25 Q. Okay. Did anybody prevent you from

1 undertaking any type of study?

2 A. No.

3 Q. Okay. Now, you also received from the
4 homeowners association \$75 for the money that was
5 received from Central Electric; is that correct?

6 A. That's correct.

7 Q. And you cashed that check and accepted the
8 money?

9 A. Yes, I did.

10 Q. Okay.

11 MS. GOLDING: Anything else?

12 MR. JARMUTH: I've got a redirect on
13 that.

14 EXAMINATION

15 BY MR. JARMUTH:

16 Q. During --

17 MS. GOLDING: I'm not finished. I'm
18 not finished.

19 MR. JARMUTH: Let the record refer
20 [sic] that Ms. Golding is conferring with
21 one of the Defendants, William Freiboth, off
22 the record and talking off the record during
23 the deposition.

24 BY MS. GOLDING:

25 Q. Mr. Butryn, now, were you --

1 MR. JARMUTH: Could you please put on
2 the record what you said between the two of
3 you?

4 MS. GOLDING: Mr. Jarmuth, that's none
5 of your business.

6 MR. JARMUTH: Well, you insisted
7 previously in depositions I have on the
8 record conversations between me and -- with
9 Constance, which I was supposed to have off
10 the record between me and her.

11 So I'm making the same request of you
12 based upon your previous assertions before
13 depositions.

14 MS. GOLDING: No.

15 BY MS. GOLDING:

16 Q. Mr. Butryn, I apologize with respect to the
17 interruption that Mr. Jarmuth just caused.

18 But with respect to January 2012, were you
19 subpoenaed to appear in court --

20 A. Yes.

21 Q. -- in January? And why did you not appear?

22 A. I was ill.

23 Q. Okay. And what was the illness you had?

24 A. I had bronchitis. When I went to the
25 doctor -- her name is Tricia Williams -- she said

1 if I wouldn't have come in, I would have -- I was
2 one step away from pneumonia.

3 Q. Okay. And do you still have that Subpoena
4 you received to appear?

5 A. I should.

6 Q. Okay.

7 A. Yes.

8 MS. GOLDING: Thank you. Hang on for
9 just a second.

10 MR. JARMUTH: I'd like the record to
11 reflect that there's a private conversation
12 going on between Ms. Golding and Defendant
13 Toth, who is off the record and in quiet
14 tones, which I'm objecting to.

15 (Off-the-record conference.)

16 MS. GOLDING: Mr. Butryn, I have no
17 further questions. Thank you very much.

18 EXAMINATION

19 BY MR. JARMUTH:

20 Q. During the period referred to by Central
21 Electric, did you, in fact, through IC Buzz and
22 other communications, let people know about a study
23 done in Virginia about impacts of overhead power
24 lines on household values?

25 A. Yes. And I gave them two sites; there are

1 two links to go on to. This is through IC Buzz. I
2 gave two links on my information there so that they
3 could go on and they could read what the pros and
4 cons were of each.

5 Q. Was that a study officially commissioned by
6 the State of Virginia regarding costing out of
7 impacts of above-ground power and people's homes?

8 A. Yes.

9 Q. Now, turning to the special meeting costs,
10 did you have any input in determining what the HOA
11 would spend money for at those meeting?

12 COURT REPORTER: Would spend money for
13 what?

14 MR. JARMUTH: Input.

15 THE DEPONENT: In reference to the
16 special meeting?

17 BY MR. JARMUTH:

18 Q. Spent money --

19 A. No, I had no input whatsoever. And, in
20 fact, that's why I didn't feel I should pay
21 anything. This was brought to us at the last
22 minute; it was brought to us around 4:00, 4:30 the
23 day before the election.

24 Q. Did they retain a parliamentarian?

25 A. Yes, they did.

1 Q. Did they retain a videographer?

2 A. Yes, they did.

3 Q. Did they retain a policeman?

4 A. Yes, they did.

5 Q. At previous ordinary annual meetings of the
6 board -- of the members, did they retain these
7 people?

8 A. No.

9 Q. Based upon -- did you get a -- did the HOA
10 publish an itemized list subsequently of what they
11 spent money on?

12 A. I believe at one point they did.

13 Q. Were these items account -- did these items
14 account for most of the money they spent on the
15 meeting?

16 A. Yes.

17 Q. At an HOA board meeting or at that special
18 meeting, was a demand made that we pay for those
19 costs?

20 A. I'm sorry, the question again?

21 Q. Was a demand made by someone that you pay
22 for those costs?

23 A. At one meeting, yes, there was.

24 Q. From whom did the homeowners find out the
25 cost of that meeting?

1 A. From Rosemary.

2 Q. Based upon your statement, was there any
3 need for you to independently find out what that
4 meeting cost?

5 A. No.

6 Q. Now, turning to the checks you wrote, prior
7 to 2010, were all your assessment coupons require
8 you to pay that to the International Club POA?

9 A. I believe it was POA and then HOA.

10 Q. Was the HOA changed in 2010?

11 A. Yes.

12 Q. Do you recall my role in getting that
13 changed?

14 MS. GOLDING: Object to the form of the
15 question.

16 THE DEPONENT: I know there was some
17 correspondence, but I can't honestly say
18 what on earth it was.

19 BY MR. JARMUTH:

20 Q. On IC Buzz, had I publicly pointed out that
21 this was incorrect?

22 A. That's correct, yes, you did.

23 Q. And ultimately, the HOA changed based upon
24 my recommendations?

25 A. Yes.

1 MS. GOLDING: Object to the form of the
2 question.

3 THE DEPONENT: Yes.

4 BY MR. JARMUTH:

5 Q. Now, the changes you proposed at the special
6 meeting, were they changes of bylaws or changes of
7 the covenants?

8 A. The bylaws.

9 Q. And what's your understanding about what has
10 to happen before the bylaws can be changed?

11 A. My understanding is that I guess it has to
12 go before the board and then a vote taken.

13 Q. Is it your understanding that a study and a
14 decision by the board couldn't have changed the
15 bylaws?

16 MS. GOLDING: Object to the form of the
17 question.

18 BY MR. JARMUTH:

19 Q. What role do the homeowners have before a
20 bylaw change can be made?

21 A. Well, they have to be informed as to what
22 those bylaws were, and a meeting should have been
23 taken place as to discuss it, the effects of those.

24 Q. Did the homeowners have the ultimate aye or
25 nay by vote?

1 A. No. They do have it, but they didn't make
2 any.

3 MR. JARMUTH: Thank you.

4 MS. GOLDING: Thank you, Mr. Butryn.

5 (The deposition concluded at 12:30 p.m.)
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From: MikeButryn <mb3836@sccoast.net>
To: open-forum@yahoogroups.com
Sent: Thu, April 15, 2010 12:13:33 PM
Subject: Open Forum Power lines

Please go to the following link and look at the devaluation in properties as a result of transmission lines. <http://larc.state.va.us/Reports/Rpt343.pdf> and read pages 106 to 108.

Also included is an attachment of letter you can send to the board, requested not to give any rights to an easement at this time. We stand to lose 10% to 15% of our property values. Please attend the special meeting on Monday night, 6:00pm at St James High School, April 19, 2010. When a decision of this magnitude is made, your voice should be heard and decided by a resident vote. For those who may have difficulty open the attachment, I have copied and pasted that letter for your convenience.

Thank you and see you at the meeting.



TO WHOM IT MAY CONCERN

May 27, 2008

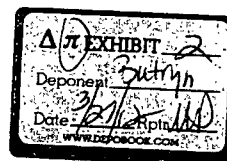
This letter is to confirm what took place at George and Adele Cathrall's home around the middle of April, 2009.

I received a call on my cell phone from Mike Templeton, Board Member International Club HOA. Mr. Templeton stated that he and Bill Jacques (Board Member) were discussing Pete Pizzi and felt that Pete should no longer be a member of the committee. Mike and Bill felt that Pete was undermining the Board. This was a result of someone seeing Pete going into Ron Jarmouths house carrying papers. Mike Templeton when on to state that he and Bill Jacques agreed that Pete should be fired and seeing that Pete reports to me on the Building and Grounds Committee that I should be the one to fire him.

During the phone conversation, both George and Adele heard Mike Templeton instruct me to fire Pete. When I ended my conversation with Mike they were appalled and asked if I was going to fire Pete. I said no, but I am going to let him know of my conversation with Mike.

Yours Truly


Michael Butryn



Hotmail Print Message

<https://smtp136.mail.live.com/mail/PrintMessages.aspx?cpids=1e852cad-7...>

FW:

From: Martin, William (Planning) (MartinW@HorryCounty.org)
Sent: Thu 4/16/09 11:40 AM
To: Ronald Jarmuth (ronaldjarmuth@msn.com)
@ 2 attachments
master2.PDF (1623.4 KB) , master1.PDF (1109.2 KB)

William J. Martin

William J. Martin

Martinw@horrycounty.org

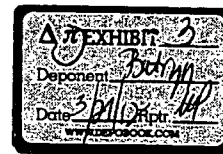
Horry County Planning and Zoning

1301 2nd Ave. Suite 1-D09

Conway, S.C 29526

From: Schwerd, David
Sent: Thursday, April 16, 2009 11:39 AM
To: Martin, William (Planning)
Subject: FW:

From: Martin, William (Planning)
Sent: Thursday, April 09, 2009 10:18 AM
To: 'Schwerd, David'
Subject:



William J. Martin

Hotmail Print Message

<https://smtp136.mail.live.com/mail/PrintMessages.aspx?cpids=1e852cad-7...>

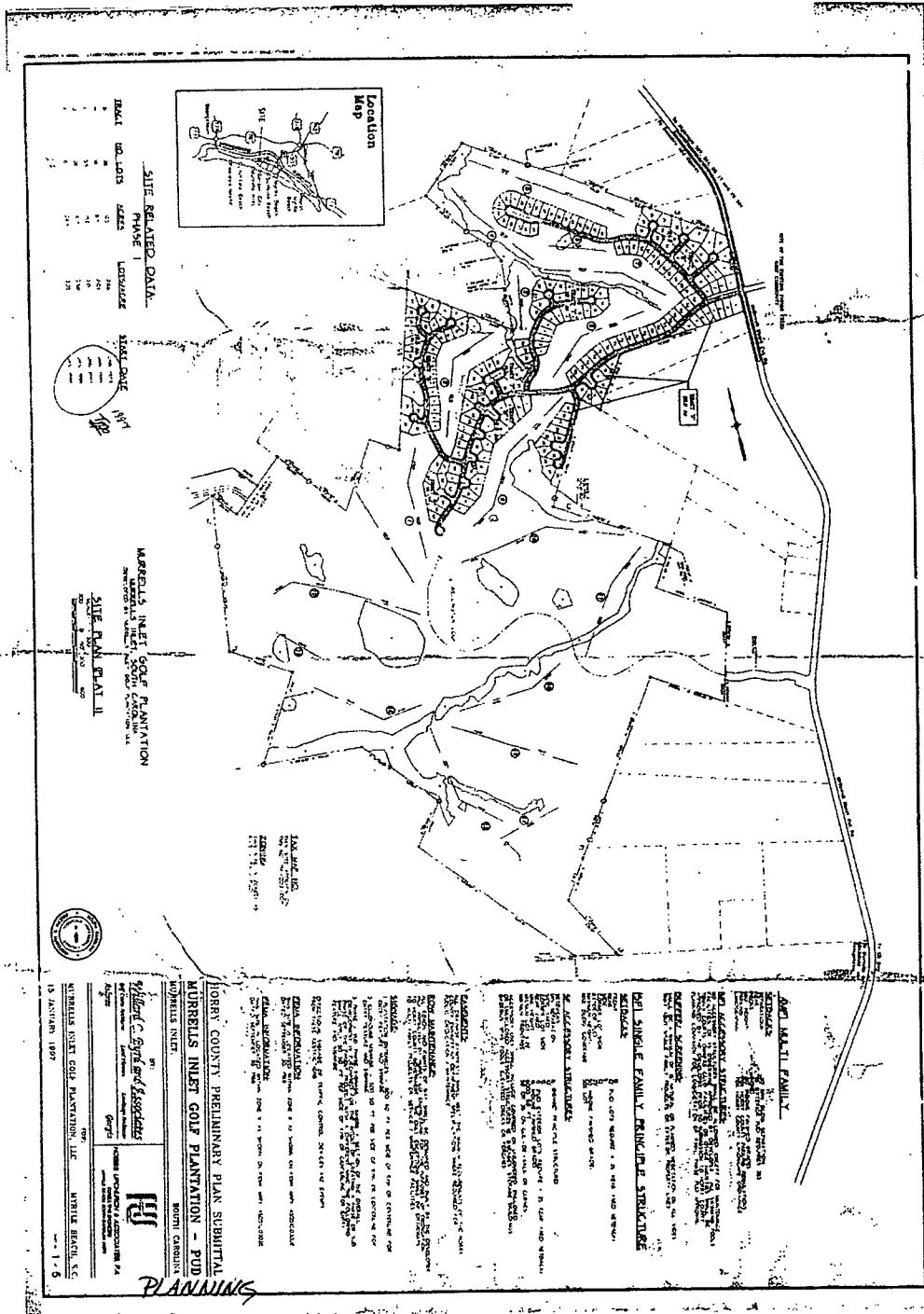
William J. Martin

Martinw@horrycounty.org

Horry County Planning and Zoning

1301 2nd Ave. Suite 1-D09

Conway, S.C 29526



GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

5. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

PRELIMINARY PLAN SUBMITTAL

MURRELLS INLET GOLF PLANTATION - PHASE I

PLANNING

PRELIMINARY PLAN SUBMITTAL

MURRELLS INLET GOLF PLANTATION - PHASE I

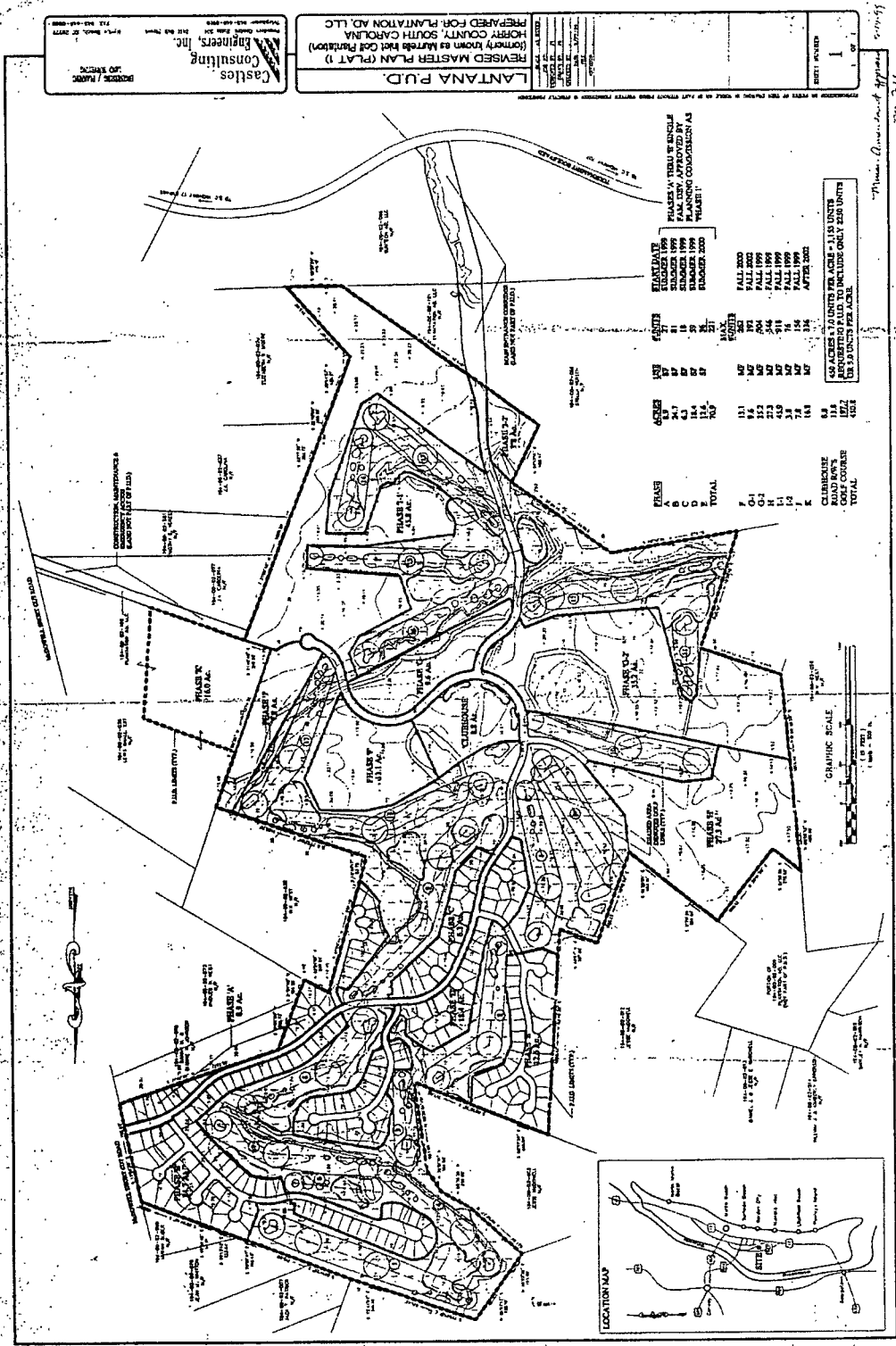
PLANNING

PRELIMINARY PLAN SUBMITTAL

MURRELLS INLET GOLF PLANTATION - PHASE I

PLANNING

15 JANUARY 1997



1699

1699

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

Ronald Jarmuth,

Plaintiff(s),

vs.

CIVIL ACTION NOS.
2009-CP-26-3596 &
2010-CP-26-11320

International Club HOA,
Inc., et al.,

Defendant(s).

DEPOSITION OF: JANE PIZZI

DATE: Tuesday, March 27, 2012

TIME: 12:38 p.m. through 1:03 p.m.

LOCATION: International Club Amenity Center
1551 International Club Boulevard
Murrells Inlet, South Carolina

TAKEN BY: Attorneys for the Plaintiff(s)

COURT REPORTER: MADONNA M. PERKINS
Registered Professional Reporter
Certified Livenote Reporter

1 APPEARANCES OF COUNSEL

2 REPRESENTING THE PLAINTIFF RONALD JARMUTH: (Pro Se)

3 BY: RONALD JARMUTH
4 249 Pickering Drive
5 Post Office Box 2601
6 Murrells Inlet, SC 29576
7 Phone: (843) 314-4355
8 E-mail: Ronaldjarmuth@hotmail.com

9 REPRESENTING THE DEFENDANT INTERNATIONAL CLUB
10 HOA, INC., et al.:

11 McNAIR LAW FIRM, P.A.
12 BY: HENRIETTA U. GOLDING, ESQUIRE
13 2411 Oak Street, Suite 206
14 Founders Centre
15 Myrtle Beach, SC 29577
16 Office: (843) 444-1107
17 Fax: (843) 443-9137
18 E-mail: Hgolding@mcnair.net

19
20 ALSO PRESENT: WILLIAM FREIBOTH
21 ROSEMARY TOTH
22
23
24
25

1 INDEX

| 2 | Examination | Page | Line |
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| 5 | BY MR. JARMUTH | 28 | 8 |
| 6 | CERTIFICATE OF REPORTER | 29 | 1 |
| 7 | VERIFICATION OF DEPONENT | 30 | 1 |
| 8 | ERRATA PAGE | 31 | 1 |

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REQUESTED INFORMATION INDEX

17

(No Information Requested)

18

19

E X H I B I T S

20

Plaintiff(s) Exhibits

21

| 22 | Exhibit | Description | Page | Line |
|----|---------|------------------------|------|------|
| 23 | 1 | Letter from Jane Pizzi | 12 | 18 |

24

25

25

1 STIPULATION: It is stipulated by and
2 among Counsel that this deposition is being
3 taken in accordance with the South Carolina
4 Rules of Civil Procedure; and that the
5 deponent does not waive reading and signing
6 of this deposition.

7 * * * * *

8 JANE PIZZI, being first duly sworn,
9 testified as follows:

10 EXAMINATION

11 BY MR. JARMUTH:

12 Q. Please state your name and address.

13 A. Jane Pizzi, 193 Pickering Drive, Murrells
14 Inlet.

15 Q. Are you a co-owner of that house?

16 A. Yes.

17 Q. Is the house located in the planned unit
18 development?

19 A. Yes.

20 Q. Is it located in Pebble Creek?

21 A. Yes.

22 Q. Are you a member of the homeowners
23 association?

24 A. Yes.

25 Q. Do you subscribe to a forum called IC Buzz?

1 A. Yes.

2 Q. Are you the original owner of that house?

3 A. Yes.

4 Q. When you purchased the house, what
5 representations were made to you by the seller or
6 builder regarding the amenities which were being
7 provided for Pebble Creek homeowners?

8 MS. GOLDING: I object to the form of
9 the question.

10 And, Ms. Pizzi, I have to object to the
11 form when he asks questions that are
12 improper under South Carolina law. And just
13 for example, the question he just asked is
14 rampant hearsay; it's not admissible in the
15 courtroom.

16 And so I will be making objections to
17 questions he asks which means, though, that
18 I'm just objecting for the record. But you
19 can still answer the question, because the
20 Court will decide if that question and your
21 answer will ever be admissible. But I do
22 have to make the objection.

23 THE DEPONENT: That's fine.

24 I was going -- when we first bought our
25 house, I was under the impression it was

1 just going to be Pebble Creek because that's
2 all that was here. We had no idea that they
3 were going to put another development in.

4 So they promised us the amenity center and a
5 pool.

6 BY MR. JARMUTH:

7 Q. Did they give you any indication where it
8 was going to be located?

9 MS. GOLDING: Object to the form of the
10 question.

11 BY MR. JARMUTH:

12 Q. Where were you told it was going to be
13 located?

14 A. Right here (indicating).

15 MS. GOLDING: Object to the form of the
16 question.

17 And you also have to give me time to
18 object, because all of these questions in
19 that line are all rampant hearsay and
20 totally inadmissible.

21 BY MR. JARMUTH:

22 Q. Do you have a daughter who lives in the
23 development?

24 A. Yes, I do.

25 Q. Do you frequently visit her?

1 A. Yes.

2 Q. Do you know the address of that house?

3 A. 1212 Harrogate Court.

4 MR. JARMUTH: Could you please show the
5 deponent Pizzi Exhibit 6?

6 MS. GOLDING: You get your own exhibits
7 and show them to the witness.

8 MR. JARMUTH: I am showing to the
9 deponent what was previously labeled Pizzi
10 Exhibit 6.

11 BY MR. JARMUTH:

12 Q. Do you recognize the first picture?

13 A. Yes.

14 Q. What is that a picture of?

15 A. My daughter's home.

16 Q. Is that picture showing the front of the
17 house?

18 A. It's -- yes, it is.

19 Q. From your experience -- have you visited my
20 home?

21 A. Yes, I have.

22 Q. Are the floor plans of your daughter's home
23 and my home substantially the same?

24 A. Yes, it is.

25 Q. Does your daughter have a play set on her

1 property?

2 A. Yes, she does.

3 Q. On which side of her property is it located?

4 A. On the side.

5 Q. On the left or right side?

6 A. On the right side.

7 Q. I draw your attention to the second picture

8 of that exhibit. What's that a picture of?

9 A. The side of her house and the swing set.

10 Q. I'm saying to you -- I took that picture

11 from a cul-de-sac that you have seen, the first

12 picture.

13 Did the ARB give your daughter permission to

14 build that play set?

15 A. Yes, they did.

16 Q. I draw your attention to the last picture in

17 the exhibit set, which is a picture of a play set

18 which I requested to build on the right side of my

19 house.

20 From your previous actual observation of

21 your daughter's swing set, look at mine, which is

22 bigger?

23 A. My daughter's.

24 Q. Is the play set on the right visible from

25 the neighbor on the right?

1 A. On the right, yes, it is.

2 Q. I'm going to provide you with a copy of a
3 document previously marked as Astorino Exhibit 2.
4 Do you recognize Page 1?

5 A. Yes.

6 Q. What is Page 1?

7 A. It's the document that I received in the
8 mail.

9 Q. What's the date and time that it was sent,
10 according to the document?

11 A. 5/28/09.

12 Q. Who was it sent from?

13 A. It came from Diehl.

14 Q. Who's the author, according to the document
15 itself?

16 A. I assumed it was Diehl and --

17 Q. Can you look at the front line and read the
18 "From" line on the top?

19 A. The board of directors and Diehl. That's
20 what I assumed.

21 Q. And looking at the -- two-thirds of the way
22 down, who's -- what's the name of the person
23 sending that letter?

24 A. Beckie Abel.

25 Q. And what does it say she was employed as?

1 A. Senior community manager.

2 Q. Turn to the next page. Do you recognize
3 that envelope?

4 A. Yes.

5 Q. What's it an envelope of?

6 A. It's a letter to the International Club
7 owners.

8 Q. Did you receive one with your name and
9 address on it?

10 A. Yes, I did.

11 Q. Were the contents of the e-mail and the
12 contents of the letter the same?

13 A. Again?

14 Q. Were the attachments the same?

15 A. Yes, yes.

16 Q. What was your feelings based upon what you
17 received?

18 MS. GOLDING: Object to the form of the
19 question.

20 BY MR. JARMUTH:

21 Q. What were your impressions?

22 MS. GOLDING: Object to the form of the
23 question.

24 THE DEPONENT: It was a waste of time
25 and money; it had no purpose.

1 BY MR. JARMUTH:

2 Q. What allegations did it seem to make?

3 MS. GOLDING: Object to the form of the
4 question.

5 THE DEPONENT: It was very
6 unprofessional and very damaging to
7 Mr. Jarmuth.

8 BY MR. JARMUTH:

9 Q. Turn to the fourth page, which on the upper
10 right has the word "McNair."

11 A. Yes.

12 Q. Who was that addressed to, from looking at
13 that page?

14 A. To all of us, to all of the homeowners.

15 Q. What were the names of the people listed on
16 that address list?

17 A. Okay. Which? I'm not sure I understand.

18 Q. It says "McNair."

19 A. Okay, that one.

20 Rosemary, all the board members, Williams
21 Jacques, Ed Courtney, Maureen Sullivan and Mike
22 Templeton.

23 Q. Based upon that, was it addressed to any
24 individual homeowners?

25 A. Pardon me?

1 Q. Based upon that, was it addressed to any
2 individual homeowners?

3 A. Yes.

4 Q. Why do you say that?

5 A. It was addressed to all of us at the
6 International Club. It was regarding Ron Jarmuth,
7 the International Club HOA.

8 Q. When you received this, what action did you
9 take?

10 A. I called K.A. Diehl, and I talked to Julie
11 Case. I asked her specifically why the letter was
12 sent, because it served no purpose, and why the
13 money was spent from the homeowners.

14 She said that it was done by Henrietta, she
15 was the one that did it, so it was legal.

16 Q. I want to show marked as evidence, Jane
17 Pizzi Exhibit Number 1, show to the deponent.

18 (PLF. EXH. 1, Letter from Jane Pizzi,
19 was marked for identification.)

20 BY MR. JARMUTH:

21 Q. Do you recognize that document?

22 A. Yes, I do.

23 Q. Who wrote it?

24 A. I did.

25 Q. Who does it say you spoke to?

1 A. Julie Case.

2 Q. In what capacity did she seem to be acting?

3 MS. GOLDING: Object to the form of the
4 question.

5 THE DEPONENT: She was the one that I
6 always contacted if I -- had anything to do
7 with any problems for the International
8 Club. She represented K.A. Diehl.

9 BY MR. JARMUTH:

10 Q. Who owned the phone number you called?

11 A. Who owned the phone number? I did.

12 Q. No, the phone number you called, whose phone
13 number was that?

14 A. K.A. Diehl's.

15 Q. And when they answered the phone, how did
16 they -- did the receptionist answer it?

17 A. I asked for -- yes, the receptionist --
18 asked for -- K.A. Diehl, and I asked for Julie Case
19 that represents the International Club.

20 Q. Let me just defer. Did they, in fact,
21 answer "K.A. Diehl"?

22 A. Yes.

23 Q. And what was your impression that Julie Case
24 said to you, told you to do?

25 MS. GOLDING: Object to the form of the

1 question.

2 BY MR. JARMUTH:

3 Q. Did she tell you what she was told to do?

4 A. No, she just told me it was all Henrietta
5 that did the whole packet. Because I asked her if
6 it was done by the board or K.A. Diehl, and she
7 said it was done by the lawyer.

8 Q. I'm going to show you a document previously
9 identified as Pizzi Number 1, I think it is.

10 Is this Pizzi Number 1?

11 COURT REPORTER: Yes.

12 MR. JARMUTH: Okay. Do you need
13 another copy?

14 MS. GOLDING: Yes, you gave me a copy
15 earlier.

16 Oh, I don't need a copy; you gave me a
17 copy earlier.

18 MR. JARMUTH: Okay.

19 BY MR. JARMUTH:

20 Q. Now, are you a subscriber to IC Buzz?

21 A. Yes.

22 Q. Do you recognize these e-mails?

23 A. Yes.

24 Q. How do you recognize them?

25 A. Because I was appalled at some of the things

1 that were going on in IC Buzz.

2 Q. You received these on IC Buzz?

3 A. Yes.

4 Q. Would you describe these as critical or
5 non-critical of me?

6 MS. GOLDING: Object to the form --

7 THE DEPONENT: Very critical.

8 MS. GOLDING: -- of the question.

9 You need to -- if I object, you need
10 to --

11 BY MR. JARMUTH:

12 Q. Please characterize your impression.

13 MS. GOLDING: Wait a second.

14 If I make an objection, you just need
15 to answer after I make the objection, not
16 during the objection.

17 THE DEPONENT: No problem.

18 MS. GOLDING: Thank you.

19 BY MR. JARMUTH:

20 Q. Please characterize your impression of these
21 e-mails.

22 MS. GOLDING: Object to the form of the
23 question.

24 THE DEPONENT: Very damaging, very,
25 very unprofessional, very...

1 BY MR. JARMUTH:

2 Q. Now, we see an e-mail on the last one from
3 Aine Hukezalie. In your previous reading of
4 IC Buzz, have you ever seen any posting from Aine
5 Hukezalie prior to this HOA material about me?

6 A. I never have, no.

7 Q. Have you ever seen me having any contact at
8 all with Aine Hukezalie?

9 A. Not that I know of.

10 Q. How frequently have you attended board
11 meetings?

12 A. I think I've attended all but one, one or
13 two.

14 Oh, no, the board meetings that they have
15 here?

16 Q. Yes.

17 A. I don't attend them.

18 Q. Before 2010, did you attend them?

19 A. Maybe one or two.

20 Q. When you received this material about me
21 from K.A. Diehl on behalf of the board of
22 directors, did you ever subsequently receive an
23 actual copy of a Complaint or the Answer?

24 A. No.

25 Q. Did they ever send you any court filings of

1 the case?

2 A. No.

3 Q. What advice did anyone on the HOA board of
4 directors or any of the HOA committee members ever
5 give you about socializing with me?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE DEPONENT: It was -- I can't say
9 they directly said anything to me. It was
10 just known that if we were -- had anything
11 to do with you, that it -- we would be -- I
12 don't know how you put it -- ostracized,
13 also, from the community.

14 BY MR. JARMUTH:

15 Q. What's your perception of the relationship
16 between the Architectural Review Board and the HOA
17 board of directors?

18 A. I thought it was just one in the same, that
19 they worked -- coincide with each other.

20 Q. Do you receive Friday Facts?

21 A. Yes.

22 Q. Have you seen solicitations by the board of
23 directors for people to join the ARB?

24 A. Yes.

25 Q. Does the ARB ever contact you as a homeowner

1 to solicit for money for the operations?

2 A. I'm not sure I understand.

3 Q. Do they ever ask you to contribute money for
4 them to operate?

5 A. No.

6 Q. How frequently do you walk around the
7 community?

8 A. Every day.

9 Q. When you take these walks, do you see fences
10 in the community?

11 A. Yes.

12 Q. How common are there fences between
13 neighbors' adjacent lots?

14 A. Pretty common.

15 Q. How common are vinyl fences?

16 A. What kind of fences?

17 Q. Vinyl, plastic.

18 A. Yeah, very common.

19 Q. Have you ever received a statement of
20 privacy rights from the HOA?

21 A. I can't recall.

22 Q. Do you receive statements of privacy rights
23 from credit card issuers?

24 A. Yes.

25 Q. Do you receive statement of privacy rights

1 from your bank?

2 A. Yes.

3 Q. Do you receive a statement of privacy rights
4 from the HOA?

5 A. I would assume.

6 Q. Have you ever seen one?

7 A. No, I have not.

8 Q. Have you ever seen, in Friday Facts, any
9 statement by Rosemary Toth that the golf course
10 owned the amenity center parking lots?

11 MS. GOLDING: Object to the form.

12 THE DEPONENT: I don't recall that.

13 BY MR. JARMUTH:

14 Q. Before the September 2007 election, were you
15 ever given an opportunity to vote for the board of
16 directors?

17 A. No.

18 MR. JARMUTH: Thank you.

19 EXAMINATION

20 BY MS. GOLDING:

21 Q. Ms. Pizzi, going to, I think it's your
22 husband's Exhibit Number 6, this first photograph,
23 that's a photograph of your daughter's home in the
24 International Club subdivision?

25 A. Yes.

1 Q. When did your daughter purchase in the
2 International Club subdivision?

3 A. She owned a house on Pickering first, then
4 she bought that one.

5 Q. Okay. When did she buy this home that's
6 reflected in Exhibit Number 6?

7 A. You know, I don't remember. About three
8 years ago.

9 MR. JARMUTH: Calls for speculation.

10 THE DEPONENT: I don't remember. I
11 can't remember the exact date.

12 BY MS GOLDING:

13 Q. I'm not asking for exact date.
14 Approximately. You think approximately three years
15 ago?

16 A. I'd have to call her to make sure.

17 Q. Okay. Well --

18 A. I don't want to answer anything that I'm not
19 sure of.

20 Q. Well, you have to answer it. I asked
21 approximately. And you said, approximately, three
22 years ago. Is that what you just said?

23 MR. JARMUTH: Objection, calls for
24 speculation.

25 THE DEPONENT: Maybe three, three and a

1 half years ago. I'm speculating.

2 BY MS. GOLDING:

3 Q. Okay, I understand.

4 And I understand this photograph -- your
5 daughter's home is near your home; is that correct?

6 A. Not far, about half a mile.

7 Q. Okay. About half a mile, okay. But your
8 daughter's home is definitely in International Club
9 subdivision?

10 A. Definitely.

11 Q. Okay. And when you take your walks, do you
12 walk to your daughter's home?

13 A. I walk and I bike. I'm there every day.

14 Q. And are you there every day for a special
15 reason or just to visit? I mean, do you babysit or
16 take care of children?

17 MR. JARMUTH: Objection, no foundation.

18 BY MS. GOLDING:

19 Q. Just -- you have to answer the question.

20 A. Yeah, I babysit, I go over to play with the
21 kids, I'm there every day.

22 Q. Okay, very good.

23 Well, on the street, on the photo of this,
24 of your daughter's home, Pizzi Exhibit Number 6,
25 from the street -- from this photograph, the swing

1 set is not visible from the street, is it?

2 A. From the cul-de-sac, you can see it.

3 Q. But on this photograph, the swing set --

4 A. The photograph -- not from this, no. You
5 can see like a little bit, I think.

6 Q. So generally, basically the swing set is not
7 visible in this photograph that's Pizzi Exhibit
8 Number 6, is it?

9 A. I can't see it.

10 Q. You were asked on direct examination with
11 regard to the lawsuit that Mr. Jarmuth has brought.
12 Have you ever gone to the courthouse and looked at
13 his 60-some-page Complaint he sued against
14 Ms. Rosemary and the homeowners association? Have
15 you ever read it?

16 A. No.

17 Q. Okay. Have you asked Mr. Jarmuth for the
18 opportunity to read his Amended Complaint, the
19 60-some-page document that he's filed against the
20 homeowners association?

21 A. No.

22 Q. Okay. Did you know that Mr. Jarmuth wants
23 to declare as nullity the existence of his
24 homeowners association?

25 A. Yes.

1 Q. Okay. Did you know Mr. Jarmuth wants to
2 declare as nullity the declarations that govern all
3 the properties in this homeowners association?

4 A. Yes.

5 Q. Okay. And do you know that -- what the
6 impact of that would be to your -- the value of
7 your daughter's home or your home --

8 MR. JARMUTH: Objection, calls for
9 speculation.

10 BY MS GOLDING:

11 Q. -- if, in fact, Mr. Jarmuth was successful
12 in having those declared invalid and not forceable?

13 A. I don't know either way, I can't answer
14 that.

15 Q. Wouldn't the value of your home be an
16 important -- isn't it important to you?

17 MR. JARMUTH: Objection, calls for
18 speculation.

19 THE DEPONENT: I don't know what would
20 happen if this went through. I have no idea
21 what the value of my house would be or my
22 daughter's.

23 BY MS GOLDING:

24 Q. Okay. Well, you agree that your home is
25 important to your life; is that not correct?

1 A. Not really, no.

2 Q. It's not?

3 A. My family is more important, not the home.

4 Q. Okay. So the home that you own in
5 International Club subdivision is not important to
6 you?

7 A. Not really, no.

8 MR. JARMUTH: Objection, no foundation.

9 THE DEPONENT: Objective things aren't
10 important to me.

11 BY MR. JARMUTH:

12 Q. Okay, that's fine. If your home is not
13 important to you, that's fine.

14 And you are a good friend of Mr. Jarmuth's;
15 is that correct?

16 A. What does that have to do with anything? I
17 don't understand.

18 Q. It's my question. You are a good friend of
19 Mr. Jarmuth; is that correct?

20 A. I'm a friend of his, yeah.

21 Q. Okay. And are you in good health?

22 A. That's --

23 MR. JARMUTH: Objection, no foundation.

24 THE DEPONENT: I don't understand the
25 questioning. Do you --

1 BY MS. GOLDING:

2 Q. That's a real simple question. Are you in
3 good health?

4 A. I don't understand your question. That's a
5 personal thing, and I don't feel I have to answer
6 that.

7 Q. If you don't have to answer that, I'll just
8 make motion and get the Court to direct you to
9 answer it. It's a very simple yes or no. Are you
10 in good health or not?

11 MR. JARMUTH: Asked and answered.

12 THE DEPONENT: You tell me why you want
13 to know about my health.

14 BY MS. GOLDING:

15 Q. Ms. Pizzi, I'm the one asking you questions;
16 you're not the one --

17 A. No, you tell me one reason --

18 Q. No, ma'am. That's not --

19 A. Why would I have to answer about my own
20 personal health?

21 Q. Because you're the one --

22 A. No.

23 MR. JARMUTH: Objection, irrelevant.

24 THE DEPONENT: This is my personal
25 health. You have no business.

1 BY MS. GOLDING:

2 Q. That's fine. I'll get the Court to direct
3 you to answer that. And, unfortunately, you'll
4 have to pay the costs for that. So you had this
5 opportunity. It's a yes or no --

6 MR. JARMUTH: Objection. The lawyer's
7 -- attorney's badgering the witness --

8 BY MS. GOLDING:

9 Q. I'm just asking you a very simple question.

10 MR. JARMUTH: -- and making threats.

11 BY MS. GOLDING:

12 Q. Again, I just want you to know --

13 A. Look, I will answer your question if you
14 tell me why you want to know.

15 Q. Okay. I want you --

16 A. My business between my doctor and I is none
17 of your business.

18 Q. No, I don't want to know the particulars. I
19 didn't ask you the particulars.

20 A. But my health has no concern about any of
21 this.

22 Q. Okay. The reason I'm asking you is because,
23 apparently, it is our belief that your deposition
24 will be used at trial, rather than you will be used
25 at trial as a witness. And I want to know if you

1 -- if you're not going to be at trial and if you're
2 in good health, I have basis to say that you need
3 to appear at trial. That's the only reason.

4 A. No, I have some personal issues.

5 Q. Okay.

6 A. No. I'm seeing a doctor on two different
7 occasions and for personal things.

8 Q. All my question is, are you in good health
9 or not?

10 A. I don't know.

11 Q. Okay.

12 A. We are investigating my health.

13 Q. Okay.

14 A. How about that?

15 Q. Okay. Thank you, Ms. Pizzi. I'm sorry that
16 you had to endure this, but I didn't ask you to be
17 here today. Mr. Jarmuth is the one --

18 A. And I don't have a problem being here today.
19 I have a problem with your questions.

20 Q. Okay. And Mr. Jarmuth is the one that
21 required you to be here, not I.

22 A. No, I volunteered.

23 Q. You volunteered?

24 A. I did.

25 Q. Why did you volunteer? Why did you

1 volunteer to be here today?

2 A. Because it's the right thing to do, to tell
3 the truth.

4 MS. GOLDING: Okay. Thank you very
5 much.

6 MR. JARMUTH: No, I've got a redirect.

7 EXAMINATION

8 BY MR. JARMUTH:

9 Q. Where you stand further to the right on the
10 cul-de-sac from where the first picture was taken,
11 can you see the swing set from the furthest right
12 towards the cul-de-sac?

13 A. Yes, you can.

14 MR. JARMUTH: Thank you.

15 THE DEPONENT: Is there anything else?

16 MS. GOLDING: No, you better go.

17 (The deposition concluded at 1:03 p.m.)

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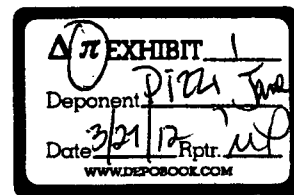
On June 2nd I called Diehl and spoke with Julie Case regarding the mailing that was sent out about Ron Jarmuth. I told her how I thought the mailing contained a lot of information that had no bearing on the current lawsuit. Most of the information was attacking Ron as a person and defaming his character. She told me that it was constructed by the lawyer and approved to distribute to the entire community by the lawyer! I was appalled and disappointed that we have chosen to have such lawyer that has such low ethical standards. All this letter did was to get the community against Ron Jarmuth.

Sincerely
Jane Pizzi

Jane Pizzi

193 Pickering Dr.
Murrells Inlet, SC

843-251-1665 29576



STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

Ronald Jarmuth,

Plaintiff(s),

vs.

CIVIL ACTION NOS.
2009-CP-26-3596 &
2010-CP-26-11320

International Club HOA, Inc.,
et al.,

Defendant(s).

DEPOSITION OF: PETER PIZZI

DATE: Tuesday, March 27, 2012

TIME: 9:55 a.m. through 11:00 a.m.

LOCATION: International Club Amenity Center
1551 International Club Boulevard
Murrells Inlet, South Carolina

TAKEN BY: Attorneys for the Plaintiff(s)

COURT REPORTER: MADONNA M. PERKINS
Registered Professional Reporter
Certified Livenote Reporter

1 APPEARANCES OF COUNSEL

2 REPRESENTING THE PLAINTIFF RONALD JARMUTH: (Pro Se)

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10 HOA, INC., et al.:11 McNAIR LAW FIRM, P.A.
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20 ALSO PRESENT: WILLIAM FREIBOTH
21 ROSEMARY TOTH
22
23
24
25

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REQUESTED INFORMATION INDEX

(No Information Requested)

1 EXHIBITS

2 Plaintiff(s) Exhibits

| 3 | Exhibit | Description | Page | Line |
|----|---------|--|------|------|
| 4 | 1 | String of E-mails | 16 | 5 |
| 5 | 2 | International Club Landscape Bids | 29 | 10 |
| 6 | 3 | Landscape Bids and Landscape Maintenance Bid Specification | 30 | 20 |
| 7 | | | | |
| 8 | 4 | 3/10/08 Bid from Sunbelt Landscaping Systems | 33 | 13 |
| 9 | | | | |
| 10 | 5 | Set of Drainage Plans | 37 | 8 |
| 11 | 6 | Photo of 1212 Harrogate Court and Photo of Swing Set | 41 | 17 |
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1 STIPULATION: It is stipulated by and
2 among Counsel that this deposition is being
3 taken in accordance with the South Carolina
4 Rules of Civil Procedure; and that the
5 deponent does not waive reading and signing
6 of this deposition.

7 * * * * *

8 PETER PIZZI, being first duly sworn,
9 testified as follows:

10 EXAMINATION

11 BY MR. JARMUTH:

12 Q. Please state your name and residential
13 address.

14 A. Peter Pizzi. 193 Pickering Drive, Murrells
15 Inlet, South Carolina.

16 Q. Is that house located within a planned unit
17 development?

18 A. Yes.

19 Q. Are you a member of the HOA?

20 A. Yes.

21 Q. Referring to Exhibit Number 1 from the
22 Astorino deposition --

23 MS. GOLDING: Let me -- you just said
24 Number 1, right?

25 MR. JARMUTH: Yes.

1 BY MR. JARMUTH:

2 Q. -- is that document typical of assessment
3 coupons you received for 2008?

4 A. Yes.

5 Q. And to whom did you make your checks
6 payable?

7 A. International Club POA.

8 Q. Do you recall a trial scheduled for January
9 17th?

10 A. Concerning what?

11 Q. In this case.

12 A. Yes.

13 Q. Were you subpoenaed to appear at that trial?

14 A. Yes.

15 Q. Did you, in fact, appear at the trial?

16 A. Yes, I did.

17 Q. Referring to the amendments and the
18 covenants, other than the original
19 covenant/amendment Number 1, which amendments were
20 you told about when you purchased your house?

21 MS. GOLDING: Object to the form of the
22 question.

23 When I object to questions, Mr. Pizzi,
24 you have to go ahead and answer them, but I
25 do have an obligation to make objections if

1 Mr. Jarmuth asks you questions that are
2 improper under the law. And so I make the
3 objection and then you answer the question.

4 THE DEPONENT: Okay. State it again.

5 BY MR. JARMUTH:

6 Q. Other than the covenant/amendment 1, when
7 you purchased your house, which other amendments
8 were you told about?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE DEPONENT: None.

12 BY MR. JARMUTH:

13 Q. After that time, which amendments were you
14 told about?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE DEPONENT: None.

18 BY MR. JARMUTH:

19 Q. Were you ever informed by anyone, after you
20 purchased your house, that the covenants were going
21 to be amended?

22 A. No.

23 MS. GOLDING: Object to the form of the
24 question.

25 BY MR. JARMUTH:

1 Q. Were you ever informed by anyone other than
2 myself that covenant/amendments 2 through 5 have
3 been made?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE DEPONENT: No.

7 BY MR. JARMUTH:

8 Q. When you were shopping for your house in
9 Pebble Creek, what were you told were the amenities
10 for Pebble Creek homeowners?

11 MS. GOLDING: Object to the form of the
12 question. It's seeking hearsay information.
13 Also you failed to identify the person or
14 persons who supposedly made representations.

15 THE DEPONENT: They said there was
16 going to be a pool and an amenity center.

17 BY MR. JARMUTH:

18 Q. Who told you that?

19 A. The real estate agent and the builder.

20 Q. Who's the builder?

21 A. Charles Flynn, Sunbelt Homes.

22 Q. When you were told that, what were the
23 circumstances when you were told that?

24 MS. GOLDING: Object to the form of the
25 question.

1 THE DEPONENT: It was just stated that
2 there would be a pool and amenity center.
3 We didn't even know the location.

4 BY MR. JARMUTH:

5 Q. Where were you when this was told you?

6 A. Probably the sales office.

7 Q. In May of 2009, what did you receive in the
8 mail which talked about my prior employment and
9 litigation history?

10 A. Documents from the HOA on all your legal...

11 Q. Referring to Exhibit --

12 MS. GOLDING: Wait.

13 COURT REPORTER: I'm sorry, I didn't
14 get that. Documents from the HOA, I know
15 your legal, is that what you said?

16 THE DEPONENT: On all his legal papers
17 on what things he was involved in and stuff.

18 BY MR. JARMUTH:

19 Q. Referring to Astorino Exhibit 2 --

20 MS. GOLDING: Let my objection to this
21 exhibit continue in that the exhibit has
22 been altered and marked by Mr. Jarmuth; and,
23 therefore, I object to the exhibit.

24 MR. JARMUTH: For the record, the
25 alterations are arrows pointing to things

1 that I'm calling the witness's attention to,
2 and no other alterations have been made.

3 BY MR. JARMUTH:

4 Q. Looking at Page 1, other than the fact that
5 this e-mail is addressed to me, did you receive a
6 similar e-mail addressed to you?

7 A. I don't -- e-mail?

8 Q. Page 1 of this exhibit. Did you receive an
9 e-mail like this addressed to you?

10 A. Oh, yes, it was -- the whole document, it
11 was a big envelope.

12 Q. You also received all of the same stuff by
13 e-mail?

14 A. That, I don't recall.

15 Q. Turning to the second page, was the envelope
16 substantially the same as that one, except that has
17 my address on it?

18 A. Yes.

19 Q. Turning to the next page, is that the
20 introductory letter which was part of the package?

21 A. Yes.

22 Q. Who does this say it's from?

23 A. It's basically the HOA.

24 Q. And who seems to have signed that, looking
25 at the page itself?

1 A. Beckie Abel.

2 Q. And what was her capacity based on that
3 letter?

4 A. Community -- or senior community manager.

5 Q. Working for?

6 A. K.A. Diehl.

7 Q. Did this letter give you any instructions or
8 advice or information regarding where you could go,
9 how you could go about verifying that this was
10 actually true and accurate?

11 A. You know, I really -- I was so outraged by
12 the letter, that the association would do
13 something, that I called the K.A. Diehl and
14 expressed my concerns. My wife called, and she
15 talked to Julie Case, and we wanted to know where
16 the letter had come from. And she said that it was
17 done by the attorneys.

18 And once we had identified the attorneys at
19 McNair, we called McNair and expressed our outrage
20 about the letter to the community, and we said we
21 wouldn't do business with them anymore, because we
22 had our closing done with them and we were going to
23 have some other legal work done. We just dropped
24 it because that they would participate in such a...

25 Q. Could you please turn to the last page of

1 the exhibit and look at the paragraph numbered 9.

2 A. Yes.

3 Q. Was -- excuse me. Did the paragraph give
4 you any information how you could verify that this
5 was actually the purpose of the complaint that was
6 referred to in Number 8?

7 A. We didn't even try to verify; we were so
8 outraged that our money was spent on this.

9 Q. Looking at Paragraph Numbered 10, Jarmuth v.
10 Frinzi, could you please read the second line
11 beginning with the words, "He also alleged..."

12 A. "Legal action by Jarmuth"?

13 Q. The second line.

14 A. The second line, the numbers "2006 WL"?

15 Q. No, the second line beginning with the
16 words, "He also..."

17 A. I don't know what you mean. I can't find
18 the second line. Number 10?

19 Q. The text part, there are three lines, the
20 second line.

21 A. I still -- can you point that out? I don't
22 understand.

23 MS. GOLDING: (Indicating.)

24 THE DEPONENT: "Legal action by Jarmuth
25 in which he alleged defamation by some of

1 his co-employees at the FBI. He also
2 alleged that their defamation led to the
3 termination of his employment with the FBI
4 on 4/21/01. Attached is a copy of the
5 Appellate Court's decision."

6 BY MR. JARMUTH:

7 Q. When you read the word "their" as in that's
8 "their defamation," who did you take it to mean
9 that the "their" referred to? Refer back to the
10 paragraph.

11 A. His co-employees.

12 Q. And what does it say, from what it says
13 here, was the consequences of their defamation
14 according to this paragraph?

15 A. "Led to the termination of his employment."

16 Q. Having read this, what is your personal
17 impression regarding how serious my conduct must
18 have been to have been terminated?

19 MS. GOLDING: Object to the form of the
20 question.

21 THE DEPONENT: That you got fired
22 because of what they said, defamation.

23 BY MR. JARMUTH:

24 Q. Do you take this as a termination for cause?

25 MS. GOLDING: Object to the form of the

1 question.

2 THE DEPONENT: What was the last word?

3 BY MR. JARMUTH:

4 Q. Do you take this as a termination of
5 employment for cause?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE DEPONENT: Again, I don't
9 understand.

10 BY MR. JARMUTH:

11 Q. Do you take this as meaning that I was fired
12 for something I did?

13 MS. GOLDING: Object to the form of the
14 question.

15 THE DEPONENT: Something, no, that
16 those people said you did.

17 BY MR. JARMUTH:

18 Q. Turning to Paragraph 12, looking down at the
19 text -- I'm pointing to where the arrow is here,
20 for identification, is the reason we use the
21 arrows.

22 A. Yes.

23 Q. Could you read the phrase beginning with the
24 word "Jury."

25 A. "Jury found against Jarmuth."

1 Q. Based upon that, was your conclusion that
2 this had gone to the jury?

3 A. Yes.

4 Q. What was your impression of the purpose of
5 this communication to the HOA?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE DEPONENT: To turn the whole
9 neighborhood against Jarmuth, you.

10 BY MR. JARMUTH:

11 Q. Did it, in fact, result in at least some
12 neighbors making derogatory comments about me?

13 MS. GOLDING: Object to the form of the
14 question.

15 THE DEPONENT: Yes.

16 MR. JARMUTH: What's the next number of
17 exhibits?

18 COURT REPORTER: 5.

19 MS. GOLDING: Are you continuing? This
20 is a new deposition, and so you can't
21 continue with the numbers.

22 MR. JARMUTH: I am.

23 MS. GOLDING: No, this is not Astorino
24 deposition. The previous were Astorino
25 deposition. This is Jarmuth Number 1 [sic]

1 in Pizzi's deposition.

2 MR. JARMUTH: I'm just asking the court
3 reporter what numbers they were, Pizzi
4 Number 1.

5 (PLF. EXH. 1, String of E-mails, was
6 marked for identification.)

7 MS. GOLDING: Let me have an
8 opportunity to read this since you didn't
9 provide these to me before the deposition
10 started.

11 MR. JARMUTH: For the record, these
12 have been provided to the defense in 2009 in
13 discovery.

14 MS. GOLDING: Mr. Jarmuth, under the
15 South Carolina Rules of Civil Procedure,
16 before a deposition is commenced, you should
17 provide all documents to opposing counsel
18 that you intend to use as an exhibit.
19 That's a standard operating procedure. And
20 you didn't do that today. So I have to have
21 an opportunity to take a look at them before
22 you ask any questions of the witness.

23 MR. JARMUTH: You have been given the
24 opportunity by asserting the facts on the
25 record that you have been provided this

1 already three years ago.

2 MS. GOLDING: I've got two pages of the
3 same thing. Can I take a look at that and
4 see what your document is?

5 (Tendered Document.)

6 MS. GOLDING: Thank you.

7 What did you just hand me?

8 MR. JARMUTH: The same document.

9 MS. GOLDING: Why did you hand me that?

10 MR. JARMUTH: You wanted a fresh copy.

11 MS. GOLDING: No, I didn't. I said you
12 gave me two pages. I didn't know what the
13 witness had.

14 MR. JARMUTH: Oh.

15 BY MR. JARMUTH:

16 Q. Looking at the dates of these e-mails which
17 begin May 28, 2009, 4:40 p.m., and looking at the
18 date on top, which is the original e-mail at
19 Astorino Exhibit 2 which was dated May 20th, '09 at
20 12:55 p.m., do all of these e-mails follow the --
21 in chron time, date and time, after the HOA's
22 material about me?

23 MS. GOLDING: Object to the form of the
24 question.

25 This witness has been -- no foundation

1 has been laid as to this witness --

2 BY MR. JARMUTH:

3 Q. Looking at --

4 MS. GOLDING: I have to finish my
5 objection.

6 No foundation has been laid. This
7 witness hasn't any personal knowledge or
8 participating in these e-mails.

9 THE DEPONENT: Yes.

10 BY MR. JARMUTH:

11 Q. Please describe IC Buzz.

12 A. IC Buzz is a community web site.

13 Q. Do you subscribe to IC Buzz?

14 A. Yes.

15 Q. Did you receive these e-mails from IC Buzz?

16 A. Yes.

17 Q. Looking at these e-mails that have the date
18 and time which they were sent, are all of them
19 after the date and time of the HOA e-mail
20 publication?

21 A. Do you have the date of the publication?

22 Q. May 28, 12:58 p.m. Looking at the first one
23 from Tom Reagan, what's the date and time of that?

24 A. Tom Reagan is May 28th, 4:40 p.m.

25 Q. Is that after the 12:58 p.m., which was the

1 publication?

2 A. Yes.

3 Q. Looking at the others, do they also follow
4 later and later and later?

5 A. Yes.

6 Q. As an IC Buzz subscriber and homeowner, was
7 it your impression that they were reacting to the
8 HOA's e-mail about me?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE DEPONENT: Yes.

12 BY MR. JARMUTH:

13 Q. To what do you think they were reacting?

14 MS. GOLDING: Object to the form of the
15 question.

16 THE DEPONENT: To the mailing.

17 BY MR. JARMUTH:

18 Q. Turning to the very last one, which was
19 authored by Aine Hukezalie, prior to this e-mail
20 from Ms. Hukezalie, have you ever seen anything on
21 IC Buzz which she authored?

22 MS. GOLDING: Object to the form of the
23 question.

24 THE DEPONENT: No.

25 BY MR. JARMUTH:

1 Q. Counting down ten lines in her message and
2 beginning with the word "I and 25," could you
3 please read that sentence?

4 A. "I and 25 others are now going to take
5 action against him in person, but come hell or high
6 water, I will not have a big bully do this to me
7 and my son. How dare he... surely they have
8 medication or clinics for people like him! How
9 dare he cause such pain and stress to people he has
10 not even met. Enough is enough!!!"

11 Q. As a homeowner, or any other capacity, did
12 you ever observe me having any contact of any sort
13 with Aine Hukezalie?

14 MS. GOLDING: Object to the form of the
15 question.

16 THE DEPONENT: No.

17 BY MR. JARMUTH:

18 Q. What contact had you observed between me and
19 Aine Hukezalie before this?

20 A. None.

21 MS. GOLDING: Object to the form of the
22 question.

23 BY MR. JARMUTH:

24 Q. Looking at the letter in that exhibit from
25 Ms. Golding, what did you take it to say was the

1 intention of that letter?

2 MS. GOLDING: Object to the form of the
3 question.

4 THE DEPONENT: I don't know what we're
5 talking about. I have this in -- I have the
6 e-mails in front of me now.

7 BY MR. JARMUTH:

8 Q. Turning to the letter which is dated May 27,
9 2009 with the McNair heading on it.

10 MS. GOLDING: Are you going back to
11 Astorino Exhibit Number 2?

12 MR. JARMUTH: Yes.

13 MS. GOLDING: Okay.

14 (Tendered Document.)

15 BY MR. JARMUTH:

16 Q. Turning to the page that has the McNair
17 heading...

18 A. Okay.

19 Q. Who is this addressed to?

20 A. Where are we at now?

21 Q. On this McNair letter.

22 A. Okay.

23 Q. Who is it addressed to?

24 A. Rosemary Toth, President. The whole board:
25 Jacques, Courtney, Sullivan and Templeton.

1 Q. Was it addressed to any individual
2 homeowners other than the board?

3 A. The RE would be you. I'm not sure.

4 Q. Just looking at the list of who it's sent
5 to, do you see any individual homeowner other than
6 a board member listed?

7 A. No, just you, looks like, RE. Whatever RE
8 means here, I don't know.

9 Q. Turning to the last page of that letter,
10 which has a McNair, Henrietta Golding signature
11 block on it.

12 A. I don't have that.

13 Q. (Indicating.)

14 A. Okay.

15 Q. Who else do you see received a copy?

16 A. Enclosure to Beckie Abel.

17 Q. Did you ever receive from the HOA, at
18 anytime, a copy of the actual Complaint and the
19 Answer in this case?

20 A. Not to my knowledge.

21 Q. Do you recall a special meeting of the
22 membership regarding --

23 (Off-the-record conference.)

24 BY MR. JARMUTH:

25 Q. -- regarding Central Electric which was held

1 in 2010?

2 A. Yes.

3 Q. Referring to Astorino Exhibit 4.

4 MS. GOLDING: Again, for the record,
5 I'm objecting to that Exhibit Number 4 in
6 that Mr. Jarmuth altered that document and
7 the alterations should not have been made.

8 MR. JARMUTH: I've provided the witness
9 a copy of the official minutes of that
10 meeting.

11 BY MR. JARMUTH:

12 Q. Based upon your recollection of that
13 meeting, were the homeowners given any opportunity
14 to vote on the board's decision?

15 A. I wasn't at this meeting.

16 Q. Could you examine the minutes? That's the
17 minutes of what actually went on.

18 A. Yes. I was at a meeting before this in this
19 room, and they said the meeting was going to be for
20 questions of the homeowners and that we should
21 submit them e-mail. And according to the people
22 I've talked to, they went to this meeting and they
23 were bringing in checks and it was a done-deal
24 before anybody got there.

25 Q. Ms. Toth is present at the time of this

1 deposition. What did she say at that meeting?

2 A. At this meeting or --

3 Q. At the board meeting you were just referring
4 to.

5 A. That we were going to finalize --

6 MS. GOLDING: Object to the form.

7 The witness said he wasn't there.

8 BY MR. JARMUTH:

9 Q. No, the board meeting before --

10 A. We had a meeting in this room, and they had
11 pictures of what was going to -- the property was
12 going to look like after the board -- after the
13 electric company come in and do what they had to
14 do, and we had pictures and what it was going to
15 be.

16 And at that meeting, they said that the
17 special meeting was to answer questions, and that
18 was it, and to submit your questions in e-mail form
19 so they would have them there for the meeting.

20 And from what I understood, this meeting,
21 they didn't answer anything; they just wrote out a
22 check and everything was a done-deal.

23 Q. At the meeting you did attend in this
24 room --

25 A. Yeah.

1 Q. -- did anyone say who's whose decision the
2 -- it was to -- whose decision the agreement with
3 Central Electric was?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE DEPONENT: It had to be a board
7 decision.

8 BY MR. JARMUTH:

9 Q. And did anyone refer to what Ms. Toth's
10 position on it was?

11 MS. GOLDING: Object to the form of the
12 question.

13 BY MR. JARMUTH:

14 Q. What did Ms. Toth say was her position on
15 the matter?

16 A. Everybody wanted it. The whole board
17 consensus was they wanted to table it, accept.

18 Q. Referring to Astorino Exhibit Number 3, the
19 Notice of Special Meeting, could you please -- did
20 you receive a copy of this in the mail?

21 A. Yes, I received a copy.

22 Q. Could you please read the second paragraph?

23 A. "The purpose of this special meeting is to
24 formalize an easement that the board of directors
25 is granting to the Central Electric Cooperative.

1 This is not a voting meeting of the membership.
2 Detailed information will be provided to the
3 membership, and their responses are welcome and
4 will be heard."

5 Q. Thank you.

6 Have you ever been a member of any committee
7 of the board of directors or the HOA?

8 A. Yes.

9 Q. Could you please identify the committee?

10 A. Building and grounds committee.

11 Q. Who appointed you to that committee?

12 A. The board.

13 Q. And when you applied for that position, what
14 did you say was your experience which -- which
15 qualified you for that position?

16 A. I don't think -- I just came to a meeting;
17 there was no vetting of me.

18 Q. What matters did you investigate while you
19 were on the buildings and grounds committee?

20 A. The property. When we took over the
21 responsibility of the landscaping from the builder,
22 nobody had a clue of what property we had or owned
23 or were cutting. It was basically just up to the
24 landscaper. He was doing what he was doing all
25 along.

1 Q. What did you and the committee do to gather
2 facts to answer the questions?

3 A. We took what we had from the landscaping
4 people and formulated the square footage on what we
5 were cutting so that if we went out and got a bid,
6 we knew what we were bidding on and we had square
7 footage.

8 Q. What contact, if any, did you have with
9 Horry County officials regarding these matters?

10 A. I talked with storm water people. I've
11 talked with traffic people. Who else? I talked
12 with Planning Commission people.

13 Q. Who were the experts for the -- on buildings
14 and grounds matters for the board of directors?

15 MS. GOLDING: Object to the form of the
16 question.

17 BY MR. JARMUTH:

18 Q. Did the -- what indications did the board of
19 directors give you that they considered you their
20 expert on the matter?

21 MS. GOLDING: Object to the form of the
22 question.

23 THE DEPONENT: I would say general
24 knowledge from living here.

25 BY MR. JARMUTH:

1 Q. Did you periodically make presentations
2 under the title of buildings and grounds to the
3 board of directors of meetings?

4 A. Personally, no. Maybe Mike did, Mike
5 Butryn.

6 Q. As a consequence of your investigation, what
7 problems did you discover?

8 MS. GOLDING: Object to the form of the
9 question.

10 THE DEPONENT: We found property that
11 wasn't in the HOA and we were maintaining,
12 wasn't in the PUD and wasn't in the HOA.

13 BY MR. JARMUTH:

14 Q. All right. What issues did you identify
15 regarding maintenance of golf course property?

16 MS. GOLDING: Object to the form of the
17 question.

18 THE DEPONENT: We -- after we measured
19 all the square footage, then we identified
20 what belonged to the golf course, what was
21 common area and what belonged to homeowners
22 and what wasn't even part of the HOA.

23 BY MR. JARMUTH:

24 Q. Did you do a cost comparison between what
25 the golf course was paying and what the HOA was

1 spending on maintaining golf course property?

2 A. Possibly. I don't recall. It was basically
3 done as square footage, not a number amount, not a
4 monetary amount. It was all done in square
5 footage.

6 MR. JARMUTH: I'm going to present as
7 an exhibit for Pizzi Exhibit Number 2 --
8 please mark this.

9 I've got one for you, too.

10 (PLF. EXH. 2, International Club
11 Landscape Bids, was marked for
12 identification.)

13 BY MR. JARMUTH:

14 Q. Was this the presentation that the buildings
15 and grounds committee made to the board of
16 directors on June 25, 2008 in this room?

17 A. It wasn't in this format. I -- at a -- at
18 an HOA meeting, a quarterly meeting, I presented
19 the board of directors all the information I had,
20 and I said that they were getting into trouble,
21 because I didn't want them to get into trouble
22 because they were cutting homeowners' property and
23 golf course property and property that didn't
24 belong to the HOA.

25 I gave them a detail thing. I tried to

1 stand up and read it, but Mrs. Toth sat me down and
2 said that nobody wanted to hear it. So she
3 wouldn't let me speak.

4 Q. What role did your committee have in
5 establishing checklists?

6 A. We formulated a landscaping contract with a
7 weekly, monthly and yearly checklist. We also
8 required the landscaper to give us an inventory of
9 every bush and tree we had. And during the
10 weekly -- the weekly checklist, they would comment
11 on anything that was distressed so we could take
12 care of it right away. And basically we were
13 trying to hold the landscaper responsible for
14 taking care of the property instead of just have a
15 mow-blow-and-go theory.

16 MR. JARMUTH: What exhibit number are
17 we up to?

18 COURT REPORTER: 3.

19 MR. JARMUTH: Mark that Pizzi 3.

20 (PLF. EXH. 3, Landscape Bids and
21 Landscape Maintenance Bid
22 Specification, was marked for
23 identification.)

24 BY MR. JARMUTH:

25 Q. Did your committee prepare something like

1 this -- this in a similar format?

2 A. Yes.

3 Q. What is this?

4 A. This is basically how many square footage,
5 where it was located, every property in the HOA.

6 At the time we did this, we didn't know that
7 the main entrance wasn't in the PUD.

8 Q. At the time -- at that time --

9 A. At the time we formulated the square
10 footage, the entrance from the Grand Vista to the
11 Tournament Boulevard, we weren't aware that it
12 wasn't in the PUD. That was found out just
13 recently when we looked at the PUD because they
14 were developing property behind us. We thought --

15 Q. Who was -- who was paying, at that time, to
16 maintain that property at the front entrance which
17 was not part of the PUD and was not HOA property?

18 MS. GOLDING: Object to the form of the
19 question.

20 COURT REPORTER: It was not part of the
21 PUD and not what?

22 MR. JARMUTH: Not part of the PUD and
23 not owned by the HOA.

24 MS. GOLDING: Object to the form of the
25 question.

1 THE DEPONENT: The homeowners.

2 BY MR. JARMUTH:

3 Q. Who owned that property?

4 A. DR Horton.

5 Q. What was the nature of the easement you, as
6 a personal homeowner, had of that road?

7 MS. GOLDING: Object to the form of the
8 question.

9 THE DEPONENT: I don't understand the
10 question.

11 BY MR. JARMUTH:

12 Q. Did you have a right to travel that road
13 even though it belonged to Horton?

14 MS. GOLDING: Object to the form of the
15 question.

16 THE DEPONENT: I don't know if the road
17 belonged to Horton. I know the property was
18 owned by Horton. The road could have been
19 turned over to the county at that time.
20 Which would have made it a county road.

21 BY MR. JARMUTH:

22 Q. Were you given the understanding when you
23 bought your house that you had a right to go down
24 that road?

25 A. Yes.

1 MS. GOLDING: Object to the form of the
2 question.

3 BY MR. JARMUTH:

4 Q. At the closing, were you told you had an
5 easement over that road to use it?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE DEPONENT: I wasn't aware of
9 anything needed -- anything need to go over
10 the road.

11 MR. JARMUTH: Next is 4?

12 COURT REPORTER: Yes.

13 (PLF. EXH. 4, 3/10/08 Bid from Sunbelt
14 Landscaping Systems, was marked for
15 identification.)

16 BY MR. JARMUTH:

17 Q. I'm showing the deponent a document which
18 has a landscaping service caption on the top right
19 of the thing.

20 Do you recognize that document?

21 A. This is a bid from Sunbelt Landscaping.

22 Q. Were you on the buildings and grounds
23 committee at the time?

24 A. I was.

25 Q. Do you recognize anything in that bid which

1 reflects work your committee did?

2 A. I didn't see -- I didn't see the bids, okay?
3 I didn't see the bids coming in. I just made the
4 specifications and what we wanted. And I dealt
5 with the landscapers and I gave them a map of what
6 they were going to be bidding on. I met them in
7 this room and talked to them and gave them a map of
8 what they were expected to do and the bid. I
9 didn't see any monetary bids come to me.

10 Q. What was your committee's recommendation
11 regarding maintaining non-HOA-owned land at HOA
12 expense, which should have been included, by your
13 recommendation, in this contract?

14 MS. GOLDING: Object to the form of the
15 question.

16 THE DEPONENT: Our recommendation was
17 we were cutting homeowners' property, and we
18 didn't think it was -- should have been in
19 the contract.

20 We brought it to the board. The board
21 said they weren't going to put it in. They
22 were kicking it back and forth. They
23 weren't going to put it in; they were going
24 to put it.

25 I, of course, wasn't involved in any of

1 that. I just made the recommendation that I
2 didn't think it was right that we were
3 cutting homeowners' property.

4 When it came down to actually bid it, I
5 instructed the landscaping people not to
6 have it in the contract. It wasn't on the
7 map that I gave to the people. It was added
8 afterwards, after the contract was signed by
9 Amazing Blades, and then it was amended to
10 include the homeowners' property.

11 BY MR. JARMUTH:

12 Q. To your knowledge, who amended it to include
13 the homeowner property?

14 A. I was told by Mike Templeton in a meeting
15 that it was Rosemary's decision solely, not a board
16 decision.

17 Q. During this whole process, what was
18 Rosemary's role on the board?

19 A. She was president of the board.

20 Q. Do you recall any conclusion the buildings
21 and grounds committee made regarding the relative
22 money which was being collected for the golf course
23 assessments and how much was being spent to
24 maintain golf course property?

25 MS. GOLDING: Object to the form of the

1 question.

2 THE DEPONENT: Again, I was just doing
3 square footage.

4 BY MR. JARMUTH:

5 Q. Based upon square footage --

6 A. Based upon square footage, what they paid,
7 it was awash. What they were adding to -- what
8 they were putting in -- the amount of money they
9 were contributing didn't even cover the landscaping
10 costs.

11 Q. Was the property you maintained that you --
12 of the buildings -- was the property the HOA
13 maintained which you referred to as golf course,
14 who owned that property?

15 A. The golf course.

16 MS. GOLDING: Object to the form of the
17 question.

18 THE DEPONENT: The golf course owned
19 it.

20 BY MR. JARMUTH:

21 Q. Can you identify a single homeowner by name
22 whose property was maintained by the HOA?

23 A. No, it's all across the street. I have
24 maps.

25 Q. Would that be Gail Baggett?

1 A. Gail Baggett would be one of them, yes.

2 Q. Was John Bianchi another?

3 MS. GOLDING: Object to the form of the
4 question.

5 THE DEPONENT: No.

6 MR. JARMUTH: Are we up to 5?

7 COURT REPORTER: Yes.

8 (PLF. EXH. 5, Set of Drainage Plans,
9 was marked for identification.)

10 BY MR. JARMUTH:

11 Q. I'm providing the deponent a set of drainage
12 plans, according to what's written on Page 1, which
13 was provided me by William Martin, planning
14 director for Horry County.

15 MS. GOLDING: Object to the witness --
16 to the -- to Mr. Jarmuth making any
17 statements with respect to identifying
18 Exhibit Number 5.

19 BY MR. JARMUTH:

20 Q. Do you recognize this document?

21 A. Yes.

22 Q. How do you -- from what context do you
23 recognize it?

24 A. From dealing on the building and grounds
25 committee.

1 Q. In your dealings with Horry County
2 officials, did you ever use this document in those
3 discussions?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE DEPONENT: Yes.

7 BY MR. JARMUTH:

8 Q. In what context?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE DEPONENT: Basically this showed
12 storm water and where it went and what the
13 drains did and where [sic] all the ponds
14 did.

15 BY MR. JARMUTH:

16 Q. What did Mr. Martin tell you regarding the
17 dependency of one piece with another?

18 MS. GOLDING: Object to the form of the
19 question.

20 THE DEPONENT: That the retention ponds
21 were all interconnected, so they would seep
22 their own level, so you wouldn't have one
23 pond back up. The ponds weren't
24 independent; they were all interconnected to
25 take care of all the water.

1 BY MR. JARMUTH:

2 Q. What did he tell you about the effect of
3 blockage on downstream ponds on upstream ponds?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE DEPONENT: It would flood. If the
7 drains weren't kept open, it would flood.
8 The storm water system couldn't do what it
9 was designed to do.

10 BY MR. JARMUTH:

11 Q. Is there such a pond across the street from
12 your house?

13 A. Yes.

14 MS. GOLDING: Object to the form of the
15 question.

16 BY MR. JARMUTH:

17 Q. Could you describe the condition of it?

18 MS. GOLDING: Object to the form of the
19 question.

20 THE DEPONENT: The golf course doesn't
21 take care of the ponds. I've called the
22 county, and they wouldn't -- they told me to
23 contact the HOA to have them put pressure on
24 the golf course, because no one takes care
25 of the ponds. The ponds are an eyesore, and

1 they're basically a health hazard.

2 BY MR. JARMUTH:

3 Q. Can you explain why he said it's an eyesore
4 and a health hazard?

5 A. It's an eyesore because it's a scum pond.
6 It's just green scum and slime on top of the pond
7 because they won't treat it. Our ponds, we have
8 people come in and take care of them and maintain
9 them, and there's no growth. We have --

10 Did you put in the fountains?

11 MS. GOLDING: You can't ask him
12 questions.

13 THE DEPONENT: Okay. I'm not up to
14 date what they've done to maintain our
15 ponds. Our ponds are clear. We have people
16 come in, where the golf course just has -- I
17 don't know what they do. But all I know is
18 we complain all the time and basically it's
19 deaf ears.

20 BY MR. JARMUTH:

21 Q. What did Mr. Martin tell you about dredging
22 those ponds?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE DEPONENT: Well, when the ponds

1 can't -- you're going to get sediment coming
2 off the road and the breakdown of the pond,
3 so eventually they'd have to be dredged out
4 so they can contain the amount of water they
5 need to contain.

6 BY MR. JARMUTH:

7 Q. As a homeowner, did there come a time -- an
8 occasion to see reserve studies made on behalf of
9 the HOA?

10 A. No.

11 Basically those are golf course ponds and
12 not HOA ponds.

13 MR. JARMUTH: What's the next exhibit?

14 COURT REPORTER: 6.

15 MR. JARMUTH: 6?

16 COURT REPORTER: Yes.

17 (PLF. EXH. 6, Photo of 1212 Harrogate
18 Court and Photo of Swing Set, was
19 marked for identification.)

20 BY MR. JARMUTH:

21 Q. I'm showing the deponent an exhibit which
22 has three photos on it.

23 Do you have a daughter who lives in South
24 Carolina?

25 A. Yes, I do.

1 Q. Where does she live?

2 A. 1212 Harrogate Court, H-a-r-r-o-g-a-t-e.

3 Q. Can you identify her married name?

4 A. Carolyn Sobczyk, S-o-b-c-z-y-k.

5 Q. Did you have occasion to visit her at her
6 house?

7 A. Yes.

8 Q. How frequently do you visit?

9 A. Daily.

10 Q. Have you had occasion to visit my house?

11 A. Yes.

12 Q. What are the similarities between the two
13 floor plans between her house and my house?

14 A. I think they're the same model.

15 Q. Does your daughter have a swing set
16 installed along the side of her house?

17 A. Yes.

18 Q. Looking at that first photo, is that your
19 daughter's house?

20 A. Yes.

21 Q. Looking at the second photo, which I took
22 for the record, standing at the curb of a
23 cul-de-sac, is there a cul-de-sac in front of the
24 house?

25 A. Yes.

1 Q. From -- does that picture show a -- what
2 does that picture show, the second one?

3 A. The swing set.

4 Q. Would you consider that a large swing set?

5 A. Yes.

6 Q. On which side of the house is it located?

7 A. It would be on the right side of the house
8 facing it from the road.

9 Q. Looking at the third picture, which
10 identifies as the swing set I proposed to put in on
11 the right side of my house, which of the two swing
12 sets are larger, your daughter's swing set or this
13 one?

14 A. I would say my daughter's.

15 Q. Did you receive the ARB -- did your daughter
16 ultimately receive ARB approval to put that swing
17 set at that location?

18 A. Yes.

19 Q. Did there come a time when you ceased to be
20 a member of the buildings and grounds committee?

21 A. Yes.

22 Q. Could you describe the circumstances which
23 led you ceasing being a member of buildings and
24 grounds?

25 A. Yes. When an e-mail went out to the

1 community saying I was fired.

2 Q. Did you -- were you ever given a reason why
3 you were fired from buildings and grounds?

4 A. Personally, no. I was never called in front
5 of the board or spoken to by any board member on my
6 performance or anything. I was just -- read it in
7 an e-mail going out to the community.

8 Q. In chronological order, was this after the
9 publication by the HOA of its defamatory material?

10 MS. GOLDING: Object to the form of the
11 question.

12 THE DEPONENT: I'd say yes.

13 BY MR. JARMUTH:

14 Q. Thank you.

15 Regarding the purchase of your house, when
16 you spoke to the Sunbelt people or the sales
17 representatives, who did they tell you could use
18 the planned amenities for Pebble Creek?

19 MS. GOLDING: Object to the form of
20 the question.

21 BY MR. JARMUTH:

22 Q. For whom were the amenities planned?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE DEPONENT: The only community in

1 here was Pebble Creek. There was no other
2 development, except for the Villas, and they
3 weren't part of us.

4 BY MR. JARMUTH:

5 Q. Who else was on the buildings and grounds
6 committee?

7 A. It changed. Templeton --

8 Q. When you were there.

9 A. Templeton was the chair; Mike Templeton was
10 the chair. John Bianchi was on the committee.

11 Q. What did Mr. Templeton tell the board
12 regarding maintaining non-HOA-owned property?

13 A. He wasn't in favor of it.

14 Q. Did he discuss that with you before he --

15 A. That was just the committee -- at the
16 committee meetings, everybody on the committee felt
17 it was wrong to take care of homeowners' property.

18 We suggested that the board would sit down
19 with the golf course and try to figure out who
20 would take what property and cut what property just
21 to make the contract easier to enforce.

22 Q. What role did your committee have in
23 creation of HOA buildings and grounds contracts?

24 A. We wrote the whole contract.

25 Q. Did that contract, as posed by your

1 committee, include maintaining non-HOA-owned
2 property?

3 A. Yes.

4 Q. Which property?

5 A. The property was -- we had the Johnson
6 property, which is the entrance to Pebble Creek,
7 the back entrance to Pebble Creek, there is a
8 section; you had the homeowners' property; you have
9 the golf course property.

10 Q. Why did you include non-HOA-owned property?

11 A. We did everything that we were cutting.
12 That's how it was formulated.

13 Q. Formulated by whom?

14 A. Myself and Mike Burton walked the entire
15 community and measured everything out and
16 accumulated the square footage. We identified
17 everything that we were cut cutting.

18 Q. Do I understand what you're saying, is that
19 the contract reflected existing work?

20 A. Yes.

21 Q. Was existing work prescribed previously by
22 the developer-controlled board?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE DEPONENT: Yes, that's where it

1 came from.

2 BY MR. JARMUTH:

3 Q. Was a problem with the contractor meeting
4 the performance checklist?

5 MS. GOLDING: Object to the form of the
6 question.

7 THE DEPONENT: No. Contractor? Who
8 are we talking about?

9 BY MR. JARMUTH:

10 Q. The contractors and the checklist.

11 A. Oh, okay.

12 COURT REPORTER: I'm sorry?

13 BY MR. JARMUTH:

14 Q. There was a problem regarding the use of the
15 checklist by the contractor.

16 A. Amazing Blades, after we settled out, they
17 submitted a checklist to me weekly, until they were
18 told -- they were told not to send it to me
19 anymore.

20 Q. Who do you understand told them not to send
21 it?

22 A. The board.

23 MS. GOLDING: Object to the form of the
24 question.

25 THE DEPONENT: The board said it went

1 to Diehl.

2 BY MR. JARMUTH:

3 Q. How do you know that?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE DEPONENT: Because I talked to my
7 contact with Amazing Blades, and he told me
8 that he was instructed not to --

9 BY MR. JARMUTH:

10 Q. Who was that?

11 A. Jamison, Mr. Jamison. He was the crew chief
12 of the landscaping.

13 Q. Did you have occasion, after you left the
14 committee, to inquire into whether the checklists
15 were being used?

16 MS. GOLDING: Object to the form of the
17 question.

18 THE DEPONENT: At a couple of board
19 meetings, we tried to see if they were using
20 inventory for the shrubs and trees, and I
21 don't think they were.

22 BY MR. JARMUTH:

23 Q. Did some of the board answer your question?

24 MS. GOLDING: Object to the form of the
25 question.

1 THE DEPONENT: After about three
2 quarterly meetings, Beckie gave a list of
3 what trees and shrubs, but that wasn't what
4 the inventory was designed to do. The
5 design was to gauge the health of the tree,
6 that's what it was for.

7 BY MR. JARMUTH:

8 Q. Was there ever any other issues regarding
9 buildings and grounds that you know about from your
10 position on buildings and grounds that we haven't
11 talked about yet?

12 MS. GOLDING: Object to the form of the
13 question.

14 THE DEPONENT: Too vague, I can't...

15 MR. JARMUTH: Thank you.

16 EXAMINATION

17 BY MS. GOLDING:

18 Q. Mr. Pizzi, what is your educational
19 background?

20 A. I have 13 years of education.

21 Q. Okay. What is it, specifically? Did you
22 graduate from high school?

23 A. Yes.

24 Q. Okay. And when did you graduate from high
25 school?

1 A. 1966.

2 Q. Okay. And did you go to college?

3 A. One year.

4 Q. Okay. And where did you go to college?

5 A. Pace College, New York City.

6 Q. Okay. Have you had any education since that
7 one year at Pace College in New York City?

8 A. No.

9 Q. Okay. Are you retired?

10 A. I am.

11 Q. Okay. And what business or occupation are
12 you retired from?

13 A. I worked for the United Parcel Service for
14 30 years.

15 Q. Okay. And when did you retire from the U.S.
16 Postal Service [sic]?

17 A. United Parcel Service.

18 Q. Parcel, excuse me, I misunderstood you.

19 When did you retire from United Parcel
20 Service?

21 A. 2001.

22 Q. Okay. When you retired in 2001 from United
23 Parcel Service, what was your position with the
24 Parcel Service?

25 A. I was a service provider and I also worked

1 with -- on the -- the safety people.

2 Q. Okay. Have you had ever held any type of
3 special certificates or licenses, such as a real
4 estate license, a law degree, anything of that
5 nature?

6 A. No.

7 Q. Have you ever been involved in the
8 construction industry or business?

9 A. No.

10 Q. Since your retirement, have you been
11 involved in any business activities?

12 A. No.

13 Q. Have you ever had any education or schooling
14 as a surveyor or a property appraiser?

15 A. No.

16 Q. Is your wife -- what is your wife's name?

17 A. Jane.

18 Q. Is she also retired?

19 A. Yes.

20 Q. And retired from what?

21 A. School system.

22 Q. Okay. What was her position when she
23 retired from the school system?

24 A. Basically she was a special needs assistant.

25 MR. JARMUTH: Objection, asking

1 questions about someone who is not a
2 deponent at this time.

3 BY MS. GOLDING:

4 Q. Okay. With respect to your wife as a
5 special needs assistant, did she have any special
6 licenses or certificates from any governmental
7 entity?

8 MR. JARMUTH: Objection, asking for
9 information not a deponent.

10 THE DEPONENT: You have to ask her.

11 BY MS. GOLDING:

12 Q. Okay. To your knowledge.

13 A. No.

14 Q. Okay. To your knowledge, do you know if
15 your wife had any type of certificates or licenses
16 from any governmental entity?

17 A. No.

18 Q. You do not know or she does not have?

19 A. I do not know.

20 Q. Thank you.

21 Has your wife been employed or active in any
22 business since 2001 to the present?

23 A. Yes.

24 Q. And what business has she --

25 A. She worked at Build-A-Bear for awhile.

1 Q. Any other business activities other than
2 working at Build-A-Bear?

3 A. No.

4 Q. Okay. With respect to your home in the
5 International Club community, when did you buy that
6 home?

7 A. I want to say August of 2002.

8 Q. And what's the address of that home?

9 A. 193 Pickering Drive.

10 Q. Is that your residence --

11 A. Yes.

12 Q. -- your official residence?

13 A. (Moves head up and down.)

14 Q. How is your health?

15 A. Good.

16 MR. JARMUTH: Objection, irrelevant.

17 BY MS. GOLDING:

18 Q. With respect to your activities on the -- I
19 believe you said that the committee that you worked
20 for with respect to the International Club --

21 A. Uh-huh.

22 Q. -- what was the name of that committee?

23 A. Building and grounds.

24 Q. Okay. And how long did you serve on the
25 building and grounds committee?

1 A. I really don't know. I couldn't give you a
2 time and date on that.

3 Q. Other than a specific time and date,
4 approximate number of years?

5 A. I would say two years.

6 Q. Subsequent to you no longer being on the
7 committee, have you requested that you return to
8 the committee or be placed back on the committee?

9 A. The committee doesn't exist.

10 Q. Okay. Have you requested to be placed on
11 any committee?

12 A. No.

13 Q. How long have you known Mr. Jarmuth?

14 A. Four or five years.

15 Q. Do you consider Mr. Jarmuth a personal
16 friend of yours?

17 A. I do.

18 Q. And is he a personal friend today?

19 A. Yes.

20 Q. Okay. So since you've known him over the
21 entire time you've known him, you've considered him
22 to be a personal friend.

23 A. Not in the beginning, I didn't know him to
24 be a friend. Now I've developed a friendship.

25 Q. Okay. With respect to your activities on

1 the building and grounds committee, it's my
2 understanding the building and grounds committee
3 only had a right to recommend to the board.

4 A. Absolutely.

5 Q. Is that correct?

6 A. Yes.

7 Q. Okay. So the building and grounds committee
8 didn't have the authority, itself, to enter into
9 any type of contract?

10 A. No.

11 Q. Okay. Is that correct, it did not?

12 A. Correct.

13 Q. Thank you.

14 Now, it's my understanding you, as a
15 homeowner in the International Club community, you
16 pay annual assessments to the homeowners
17 association?

18 A. Yes.

19 Q. Okay. And have you paid those assessments
20 current?

21 A. Yes.

22 Q. Okay. And, in fact, it's my understanding
23 you have not been delinquent in the payment of your
24 assessments to the International Club homeowners
25 association, have you?

1 A. No.

2 Q. Okay. Going back to the Astorino Exhibit
3 Number 1, the notice you received from the property
4 management company, you've received the notices
5 since you've purchased the property in 2001 to the
6 present; is that correct?

7 A. Yes.

8 Q. Okay. And when you receive these notices,
9 you make a check and send it to the property
10 management company; is that correct?

11 A. Yes.

12 Q. Okay. And to your knowledge, all of the
13 assessments that you have been paid [sic] have been
14 paid to the homeowners association for the
15 International Club community; is that correct?

16 A. Yes.

17 Q. Now, with respect to the main entrance of
18 the International Club community, is that the main
19 entrance off Tournament Boulevard?

20 A. To the -- yes.

21 Q. Okay. And do you frequently use that
22 entrance as ingress and egress to your home?

23 A. No.

24 Q. Okay. You use the back entrance; is that
25 correct?

1 A. Yes.

2 Q. Okay. But as a practical matter, the main
3 entrance, to your knowledge, is used by many owners
4 in the International Club community; is that
5 correct?

6 MR. JARMUTH: Calls for speculation.

7 THE DEPONENT: I...

8 BY MS. GOLDING:

9 Q. Have you used the entrance?

10 A. Yes.

11 Q. Okay. And in your opinion, as an owner in
12 International Club homeowners community, isn't it
13 important to have the entrance look neat and well
14 maintained?

15 MR. JARMUTH: Calls for speculation.

16 THE DEPONENT: I don't want to pay for
17 anything that isn't in the PUD.

18 BY MS. GOLDING:

19 Q. Okay. I didn't ask you --

20 A. That's my personal -- well, didn't you ask
21 for personal opinion?

22 Q. No, sir, I didn't ask you that question.
23 You can provide that, but the question I asked was,
24 isn't it good for the community, in your personal
25 opinion, that the entrance be neat and well

1 maintained?

2 MR. JARMUTH: Objection, calls for
3 speculation.

4 THE DEPONENT: Yes.

5 BY MS. GOLDING:

6 Q. Okay.

7 A. But it should be paid for by the people who
8 own it.

9 Q. Okay. Now, how many communities or
10 different subcommunities are there in International
11 Club?

12 A. Offhand, five, six; I don't know.

13 Q. Okay. And how many residents are there in
14 International Club community?

15 A. 600.

16 Q. Plus?

17 A. Uh-huh.

18 Q. Okay.

19 MR. JARMUTH: Objection. Calls for
20 speculation on that question, what number.

21 (Off-the-record conference.)

22 BY MS. GOLDING:

23 Q. Previously you were saying, on direct
24 examination, you said, Our ponds, we take care of.

25 A. Yes.

1 Q. When you say "our ponds," you were using the
2 word "our ponds."

3 A. Uh-huh.

4 Q. You were referring to ponds maintained by
5 the International Club homeowners association; is
6 that correct?

7 A. Yes, yes.

8 Q. Okay.

9 (Off-the-record conference.)

10 MS. GOLDING: Okay. Thank you very
11 much.

12 MR. JARMUTH: I'm done.

13 (The deposition concluded at 11:00 a.m.)

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From: International Club HOA
 To: tr9538@sccoast.net
 Sent: Thursday, May 28, 2009 12:58 PM
 Subject: Litigation Details

[Beckie Abel E-Letter]

From: Tom Reagan tr9538@sccoast.net
 Subject: ICbuzz: Re: Litigation Details
 To: julie.case@kadiehl.com
 cc: ICbuzz@yahoogroups.com
 Date: Thursday May 28, 2009 4:40 PM

"Julie, my hope is that Mr. Jarmuth's lawsuit does not involve individual homeowners. I do not expect to have to help fund such an asinine action on behalf of a person who spends half his life suing people (just do a Google on him). The last I recall Mr. Jarmuth never asked for m permission to include me in this action."

From: Ron Bolka ronbolka@yahoo.com
 Sent: Thu 5/28/09 9:45 PM
 To: lbuzz@yahoogroups.com

"Tom - I totally agree. He will not get any money from me either. I am so tired of all this crap he has nothing better to do with his time than to stir up controversies."

From: Aine Hukezalie ahukezalie@yahoo.com
 Sent: Thu 5/28/09 11:28 PM
 To: lbuzz@yahoogroups.com

"Ron. I agree with both you and Tom...surely they have medication for people like him??? I'm sorry if that seems like a somewhat personal thing to say but his constant stirring and trouble making behaviour has caused so many people so much stress. Why does he not take all his negative energy and do some good for some people could use his help?"

From: Carl Dilorenzo <DILORENZOC@PRODIGY.NET>
 To: ICBUZ <ICbuzz@yahoogroups.com>
 Sent: Friday, May 29, 2009 5:36:34 PM
 Subject: ICbuzz: Litigation Details

Sorry to be the bearer of bad news but our HOA insurance has a \$2500 deductible for legal fees so, Mr. Jarmuth's lawsuit will probably cost us at least that much. Hopefully the counter suit that will be filed against him will recover the \$2500 plus all additional legal fees. I have also been informed by a Realtor that if you are planning to sell your home you must notify the buyer that there is a lawsuit pending against the



HOA. Guess how well that news will be received by the buyer. The ironic part of this whole situation is that Mr. Jarmuth is one of the candidates being proposed to replace our current board. In a recent email by Mike Butryn regarding the replacement of the current board he implies that if his proposed candidates are voted in to replace the current board there could be a speedy resolution to the lawsuit. I interpret that to mean if we vote for Ron Jarmuth and company the lawsuit will go away. Does this sound like blackmail to you?

Sent from my iPhone

From **Kathie Reagan (kathiesbaskets@yahoo.com)**
Sent **Fri 5/29/09 6:59 PM**
To **lCbuzz@yahoogroups.com**

Is Mr. Jarmuth a full-time resident? I was under the assumption that you had to be a full time resident of the community to be on the board. Could someone clue me in on this matter?

Thank you,

Kathie H. Reagan
Independent Home Consultant
(843) 325-6558
www.longaberger.com/kathleenreagan

From **Aine Hukezalie ahukezalie@yahoo.com**
Sent: **Thu 5/31/09 11:28 PM**
To: **lbuzz@yahoogroups.com**

Sounds to me like you and mr Jarmouth swim in the same waters...in actual fact, instead of assuming that all he has done is good, why not go door to door and found out just how much stress and anguish he has caused a huge portion of our community. Life is way too short to have someone as negative, vindictive and combative as him. He has finally pushed me to the limit, and I certainly have enough going on without contending with him. I and 25 others are now going to take action against him in person, but come hell or high waters, I will not have a big bully do this to me and my son. How dare he...surely they have medication or clinics for people like him! How dare he cause such pain and stress to people he has not ever even met. Enough is enough!!!

International Club Landscape Bids



Analysis and Bid Award Recommendation

Page 1746

| | |
|-----------------|---------|
| EXHIBIT | 2 |
| Deponent | P. 124 |
| Date | 3/21/12 |
| APR | 12 |
| WWW.DEPBOOK.COM | |

Home Builder A

- 2,000 sq. ft. home
- Selling price- \$240,000
- Sq. ft. price- \$120

Home Builder B

- 2,000 sq. ft. home
- Selling price- \$260,000
- Sq. ft. price- \$130
- Appliances, material,
& labor (costs)

June 25, 2008

Pete Pizzi and Mike Butryn

**Status of Landscape
Specifications**

Total Area 594,563 Sq. Ft.

Common: 184,900 sq ft or 31%

38%

Amenity: 44,896 sq ft or 7%

Golf Course 223,097 sq ft or **38%**

DR Horton 132,410 sq ft or **22%**

Residents 9,260 sq ft or **2%**

Percentages were extrapolated into costs
on a **\$65,000** Annual Contract.

We believed that the possibility exists that some of the costs may be skewed when considering the work required to maintain certain areas.

-
- Higher Traffic
 - More Labor Intensive
 - More trees, shrubs, pruning, edging, trimming, and mulch

Total Area 594,563 Sq. Ft.

| | | | |
|--------------------|----------------------|-----------|------------|
| Common: | 184,900 sq ft | or | 31% |
| Amenity: | 44,896 sq ft | or | 7% |
| Golf Course | 223,097 sq ft | or | 38% |
| DR Horton | 132,410 sq ft | or | 22% |
| Residents | 9,260 sq ft | or | 2% |

Sq Ft Projection

Cost Estimates

Common 31% \$20,150

Amenity 7% \$ 4,550

Golf Course 38% \$24,700

DR Horton 22% \$14,300

Residents 2% \$ 1,300

TOTAL: **\$65,000**

\$ 40,300 ON
PRIVATE
PROPERTY IN
2008

Common: 31%

DR Horton: 22%

COMBINED: 53%

Common: $31/53 = 58\%$ of the 2009/10 Common Area Bid

DR Horton: $22/53 = 42\%$ of of 2009/10 Common Area Bid

| | Sq Ft Proj. | Cost Estimates | Sunbelt | Amazing Blades |
|---------------|-------------|----------------|---------------|-------------------|
| Common: | 31% (58) | 20,150 | 21,576 | 25,546 |
| Amenity: | 7% | 4,550 | 8,920 | 9,350 |
| Golf Course: | 38% | 24,700 | 28,272 | 24,000 |
| DR Horton: | 22%(42) | 14,300 | 15,624 | 18,499 |
| Residents: | 2% | <u>1,300</u> | ***** | ***** |
| TOTAL: | | 65,000 | 74,400 | 77,395 |

\$ 43,896
PRIVATE
PROPERTY

\$ 42,499 PRIVATE
PROPERTY

Recommendation:

Award Bid to Amazing Blades Base on the
Following Criteria

- Professionalism
- Knowledge
- References
- Past Performances
- Ability to renegotiate contract (areas & reseeding)
- Cost per man hour is less. \$30 vs. \$35 Sunbelt
- Bids are very close (3.7%) . Current vs. New

More Effective Distribution

- DR Horton represents 42%
- Common Area represents 58%

**Of the 2009/10 Combined Bids noted as
Common Areas.**

| Bidder | Sunbelt | U.S Lawns | K.B | Mainscape | Waccamaw | Comment |
|---------------------------------|--|--|--|-------------------|------------|--|
| Cost | | 62883 | 72720 | 74467 | 78342 | 83943 |
| Savings (vs present) | | 29117 | 24280 | 17533 | 13658 | 8057 |
| Staff Size | small | 2 crew chiefs, large local staff | 8 full time, 2 part time | | | US lawns costs can be lower with a la cart pricing on variable services each season. |
| Pruning/Arbor | per contract? | 3/year, 1 arborist | | 4 per year | 4 per year | coastal carolina, design, buld 41 expertise, less maintenance. |
| Mowing Season | vague | 21 regular | | | 27 regular | As needed, off season |
| | | Other visits keyed to mowing | | | | |
| Max Height for Pruning | not stated | 12' | 12' | 15' | 8' | Pruning hight determines extra costs for marture trees. |
| Published Maintenance Schedule? | no | Yes, clear matrix | yes | | | |
| Customers | have maintained our property in the past. Both our HOA and the Glens replaced this vendor in the past. | Have many local customers in adjacent properties | Smaller Clients, poor match for our property | Developers | | R.E Developments, HOAs |
| Bid Response | Summary, vague | detailed | detailed | detailed | detailed | |
| Billing | 12 equal payments | 12 equal payments | Separate maintenance and materials | 12 equal payments | | Us Lawns wants a not to exceed repair amount. |
| Services performed as needed | | Yes, many a la carte | | | | Optional services can save money, tailored to the needs in a particular year |
| reporting and communication | Must develop program | Strong program | | | | |

EXHIBIT 3
 Deponent: [Signature]
 Date: 3/27/12 Rptr. [Signature]
 www.DEPOSIT.COM



Sheet1

| TMS | Owner Name | Owner Add | Subdivision | Legal Desc | area | len |
|------------|---------------------------------------|------------------------------|----------------------------|------------------------|-----------|-----------|
| 1945101045 | INTERNATIONAL CLUB LLC | PO BOX 950 | FAIRWAYS @ INT'L CLUB I | UNIT 101 BLD 10 HPR | 34111.062 | 727.16715 |
| 1944301060 | GLENS @ INTERNATIONAL CLUB HOA INC | PO BOX 3537 | GLENS PH I | COMMON AREA | 48623.386 | 2156.9571 |
| 1944301069 | INTERNATIONAL CLUB LLC | PO BOX 950 | GLENS PH I | LOT 45 | 1948.1187 | 253.22313 |
| 1944301072 | GLENS @ INTERNATIONAL CLUB HOA INC | PO BOX 3537 | GLENS PH I | COMMON AREA | 151256.53 | 4799.4461 |
| 1944401001 | INTERNATIONAL CLUB HOA | PO BOX 3537 | HIGHLANDS | OPEN SPACE PH I | 13635.04 | 548.08222 |
| 1944401018 | INTERNATIONAL CLUB HOA | PO BOX 3537 | HIGHLANDS | LAKE #2 | 80133.394 | 1306.5858 |
| 1944401026 | INTERNATIONAL CLUB HOA | PO BOX 3537 | HIGHLANDS | LAKE #3 | 75405.586 | 1474.1989 |
| 1944401025 | INTERNATIONAL CLUB LLC | 1560 INTERNATIONAL CLUB B | HIGHLANDS | LAKE #1 | 53685.918 | 1068.5628 |
| 1944401162 | INTERNATIONAL CLUB HOA | 11740 HIGHWAY 17 BYP | HIGHLANDS PH I- A | OPEN SPACE | 4269.7551 | 284.67114 |
| 1944401096 | INTERNATIONAL CLUB HOA | PO BOX 3537 | HIGHLANDS PH III | OPEN SPACE | 412.49432 | 148.11549 |
| 1940002135 | INTERNATIONAL CLUB LLC | 1560 INTERNATIONAL CLUB B | INTERNATIONAL CLUB GOLF | TRACT GC 4 | 1539357.2 | 9542.7676 |
| 1944301059 | INTERNATIONAL CLUB HOA | PO BOX 3537 | LINKS PH 2 | OPEN SPACE | 24098.387 | 1006.6609 |
| 1944301014 | INTERNATIONAL CLUB HOA | PO BOX 3537 | LINKS PH I | COMMON AREA | 4659.2181 | 397.50394 |
| 1944301022 | INTERNATIONAL CLUB HOA | PO BOX 3537 | LINKS PH I | COMMON AREA | 6355.9202 | 379.84634 |
| 1943801009 | INTERNATIONAL CLUB HOA INC | 11740 HIGHWAY 17 BYP | PEBBLE CREEK | OPEN SPACE | 5894.4255 | 598.48974 |
| 1943801081 | INTERNATIONAL CLUB HOA INC | 11740 HIGHWAY 17 BYP | PEBBLE CREEK | OPEN SPACE | 6146.7655 | 1790.1967 |
| 1943901053 | INTERNATIONAL CLUB HOA INC | 11740 HIGHWAY 17 BYP | PEBBLE CREEK | WETLANDS | 37986.656 | 790.73909 |
| 1943901054 | INTERNATIONAL CLUB HOA INC | 11740 HIGHWAY 17 BYP | PEBBLE CREEK | OPEN SPACE | 1172.5158 | 304.00521 |

**INTERNATIONAL CLUB MASTER ASSOCIATION
LANDSCAPE MAINTENANCE BID SPECIFICATION**

OVERVIEW

The International Club Master Association is located in Murrells Inlet, South Carolina. As a Master Association for a community of 670 residences, we maintain common areas in multiple neighborhoods within the association. We also maintain a pool and amenity center complex, and an approximately 8/10ths of a mile long entrance along International Club Drive entering from Tournament Blvd. We maintain four ponds and their easement areas, and parts of approximately 20 parcels of land of varying sizes throughout the community. We also maintain several smaller monument areas at entrances to individual neighborhoods.

There are numerous planting beds also spread across the community including two beds in islands along International Drive and two beds at the main entrance. The amenity center has multiple beds around it. There are also beds at the main Pebble Creek neighborhood, and smaller beds at neighborhood monuments. There are several beds in cul-de-sacs as well. This is not meant to be an exhaustive list. The large planting bed at the corner of Pickering and International club drive is common area. There is an approximately 800' foot bed at the main entrance on a berm adjacent to the Parmalee property.

In areas where there is typically no home adjacent to the county maintained streets, we also maintain right of ways along the roads, and in some cases small amounts of additional land that form a contiguous grassy area with the right of way areas.

There is also a commercial golf course within our PUD, the International Club, but they operate an independent business and this bid specification does not include maintenance or any other services directly for the golf course.

The communities in the Master Association include Pebble Creek, Highlands, Meadows, Links, Glens, Villas and Cambridge. The Villas, Glens, and Cambridge have sub-associations and maintain their own landscape in areas away from highway right of ways. Grand Vistas is not a part of the Master Association, and the property at BallyCastle is not yet built.

There are at least 9 multi-zone irrigation controllers. The main entrance along international drive contains a large irrigation system with 3" water mains down both sides of International Drive plus a large number of rotors and various planting beds. The main system is fed by water from a pond on International Drive, and the water is pumped by a turbine. Other areas use water meters.

DESIRED SERVICES

In general, landscape maintenance consists of mowing, weed control programs, fertilization and disease and insect pest control for both lawn and shrub area. There is also considerable pruning, edging, trimming and debris removal.

1. Guardhouse entrance - at Tournament Blvd
2. Pumphouse on golf course at pond midway on International Club Drive
3. Inside the Amenity Center pool on the bathhouse wall
4. On Marabella Dr. right side on electrical feed console
5. In the semi circular bed on Marbella and Kinsale ct
6. At the Pebble Creek entrance.
7. Midway along the Parmalee Berm at the Main Entrance
8. At Pickering and International Club, see electric meter at back of planing beds
9. At the flagpole island on International Club Drive

The following specifications document the level of maintenance requested in this bid:

1) LAWN AREAS:

A. Fertilization – All lawn areas shall be fertilized , according to the following schedule:

- **January** – Application of pre-emergent/fertilizer to all lawn areas
- **Late March to Early April** – Application of fertilizer and post-emergent weed control (Weed and Feed) to all lawn areas
- **May/June** – Application of fertilizer with insecticide/Post emergent weed control to irrigated lawn areas. Application of insecticide/Post emergent weed control un-irrigated lawn areas.
- **August** – Granular application of fertilizer to irrigated lawn areas. Spot spray weeds in all lawn areas.
- Turf shall be fertilized with a well-balanced slow-released fertilizer at an appropriate rate of nitrogen. Fertilization products and applications may be adjusted due to soil requirement via environmental soil tests or weather conditions.

B. Weed Control - CONTRACTOR shall provide monitoring continuously throughout the year for weed infestations and shall treat them with appropriate herbicides as required. A kill level of at least 90% of broad leaf weeds shall be achieved. Said herbicides shall be handled and applied as provided in the herbicide usage instruction and State approved guidelines. Pre and post emergent herbicides may be used.

The CONTRACTOR is to do weekly weed checks.

C. Disease and Insect Pest Control - All turf areas will be inspected for pathogens and for physical conditions that may produce a pathogen at some later date, which might adversely affect the growth and development of lawn areas. All areas will be inspected for fire ants, army worms and mole crickets and other common pests. Immediately upon finding or upon being notified of such problems, steps will be taken to eradicate the problem, as they exist through the use of recommended pesticides or other best practices.

No pesticides shall be applied needlessly. Those applied shall be used by or under the direct supervision of a SC Licensed Pesticide Applicator and in accordance with the standards and regulations set forth by the SC Crop Pest Regulatory Service and the Environmental Protection Agency.

The following pruning services are included:

- General pruning will be performed four times per year.
- Crepe Myrtles will be pruned in December or January.
- Palms will be trimmed in July.

E. Edging – The use of a vertical blade edger in combination with manual tools will be used to maintain a smooth flowing line of distinction between lawn and shrub beds, sidewalks, curb lines and concrete slabs. This operation will be done twice or more per month as needed to maintain a neat, clean appearance. Low visibility areas such as road shoulders, outlying tree circles, bed edges, etc. may be chemically contained.

F. Diseases and Insect Pest Control - A systematic spraying program shall be established to keep insect pests in check. Most insect pests generally feed on the new shrub growth. Either Malathion or Diazinon will control most species of insects native to the local area.

Some "hard to kill" insects (i.e., scale insects) will require the use of dormant-oils to control them. Dormant-oils must be applied when the temperature is between 45 and 85 degrees F. Where diseased shrubs are found, corrective measures will be taken immediately to minimize additional shrub damage. In some cases, diseased shrubs may have to be removed to prevent further disease spread to adjacent planted shrubs.

4) GENERAL MAINTENANCE

A. Trimming or Weed Eating - Trimming shall be performed around all signs, posts, trees, shrubs, utility poles, and other obstacles paying special care not to damage trees and shrubs. The grass to be trimmed shall not be trimmed to less than the desired height of cut determined by the mowing operation. Swells along all roads must be trimmed and not chemically stunted.

Care must be taken to avoid damaging wooden posts and mailboxes.

B. Debris and Trash – All lawn and common areas will be kept in a neat and groomed appearance by maintaining them free of leaves, limbs, litter, debris, etc. All normal accumulation of debris will be removed as often as necessary. CONTRACTOR will provide personnel to patrol all common areas at least once per week to remove any debris, i.e., cans, bottles, paper, etc..which may accumulate.

C. Power Blowing – Grass clippings, leaves and debris will be cleared from sidewalks, driveways, roads, parking areas and other applicable areas after each mowing.

In the event of an excess of debris as might occur during storms, hurricanes or tornadoes, where additional clean up is required, this debris is to be cleaned within 24 hours after said storm or upon mandatory evacuation being lifted. The method and fee for this additional debris removal will be discussed and agreed upon by the Association representative and CONTRACTOR as a part of the contract terms.

10) NO RIGHT OF FIRST REFUSAL:

The following services are not a part of this contract and may be awarded on a bid basis to any vendor including CONTRACTOR at the option of the International Club:

- Tree Maintenance and installation of new trees
- Spring and Fall seasonal plantings
- Irrigation Repair and Ongoing Inspection, Irrigation Extension (we prefer the services of a full time irrigation contracting firm).
- Any one time or temporary maintenance of property for association members who are not in compliance with covenants.
- Any areas where sub-associations contract for separate landscape maintenance within their own association boundary have been made. However maintenance of county right of way adjacent to sub-association property is included.
- Pond maintenance, and pond bank replacement with new types of vegetation. Existing Grass areas around pond banks ARE included within the scope of this agreement.
- New projects for which we contract with a 3rd party (e.g. Power Grid Operator granted an easement in the community) that has an established landscape partner.

11) TERM AND NOTIFICATION

The contract you are bidding on has a expiration date of 12 months from the start date. We welcome bids for longer terms where there is a perceived advantage offered by the Association.

Should the CONTRACTOR not perform his duties within the scope of the agreement CONTRACTOR will be given a written notice of areas where there is a lack of compliance with this agreement. Effort to resolve any discrepancies in CONTRACTOR's performance will continue for 30 days at which time the International Club Board of Directors can terminate the CONTRACTOR's services.

12) BILLING AND INVOICING

An invoice will be submitted for all work performed and materials used. All work will be completed in a workmanlike manner. Invoices are paid on a Net 30 basis. All invoices are sent to the International Club HOA property manager for payment. Note: We will ask for separate billing for areas around the Amenity Center to keep cost separate from those in common areas – we are required to keep two separate budgets and chart of accounts.

13) INSURANCE

The CONTRACTOR shall provide the Association's authorized representative with current Certificates of insurance showing that the following requirements are met:

1. Workman's compensation insurance.
2. General liability insurance with an aggregate limit of not less than \$1,000,000.

International Club - Mitchell - 11/12/10

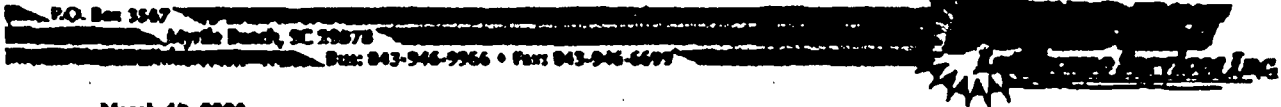
Contractor: Weekly Maintenance

Completed by:
For the Week of:

Weekly Landscape Maintenance Checklist

Yes/No Notes

- Trim and edge lawns as needed
- Prune shrubs overhanging curbs or sidewalks
- Prune ground-cover overhanging curbs or sidewalks
- Remove litter/leaves from plants, planters and parking lots.
- Sweep or blow clean all walkways, curbs and gutters
- Remove broken or fallen tree branches
- Remove sucker growth from tree trunks
- Remove weeds larger than 2 in² high or wide from planters (removed not just killed)
- Replace mulch knocked or washed out of planters.
- Smooth mulch straw if disturbed
- Check plants for signs of stress or disease. Request authorization to replace dead or missing plants
- Note: You must request authorization within one week of damage becoming evident!
- Treat for any signs of disease or pest infestation
- Is there any need for repair or adjustment of watering systems or timers.
- Is there any need for maintenance outside of the scope of the contact, or any need for professional assistance.
- Report on application of fertilizer, pesticides, pre/post emergent
- Is any special maintenance or repair needed/recommended?
- Is any Lawn Treatment planned for next week?
- Was any Damage Observed? Identify Cause



March 10, 2008

The International Club
 c/o K.A. Diehl & Associates
 Attention: Beckie Abel
 P.O. Box 2637
 Murrells Inlet, SC 29576

RE: Revised 2008 Landscape Maintenance Proposal

Dear Beckie:

In follow up to our conversation, enclosed you will find a revised proposal for the 2008 Landscape Maintenance Services. The specifications and fees presented are for the period of March 1, 2008 through December 31, 2008.

As we are both aware, our company has been asked to revisit our fee schedule for this year several times based on specifications and parameters that changed with each request. We understand that you and the community's leaders have been experiencing a high learning curve with one another during this homeowner transition period, and, we have been happy to make adjustments to assist you with that process. As we have repeatedly expressed to you and to the community leaders with whom we have had the opportunity to speak, we value both K.A. Diehl & Associates and International Club as clients.

As a further expression of our appreciation for both of you, we have opted to reduce the proposed fees for the balance of 2008 by ~~12%~~ as compared to our ~~original~~ proposal. On the proposal, you will notice that the reduction has been taken in the line items "International Club (Front Entrance)" and "International Club (Roughland)". We are, in essence, providing our services at cost in order to assist the Board and Committee members with this transition process.

While we are very aware that new Homeowner Boards often wish to establish their own relationships with vendors, we hope that this reduction in fees will reflect our value of this contract and our desire to work with the new owner representatives to accomplish their goals for International Club.

Our company has been providing Landscape Maintenance Services at International Club for many years without a record of complaints or issues that could not be corrected in a timely and acceptable manner for all parties. Our history with International Club give us expertise and unique service qualifications that you will not find with another vendor. I think that you would agree our record of dependability, service and emergency response time is exemplary. As you know, our goal as a vendor is to provide a level of services that is essentially seamless for the management company and the community leaders so that they can focus their attention on more pressing matters.

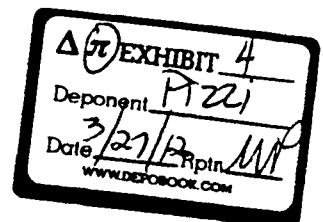
As you are aware, we ceased to service at International Club following your indication that the contract had been awarded to another vendor. Based on your telephone conversation with my office, the Board is scheduled to meet on the evening of 3/11 and will be making a final decision about this matter. If the decision is made to continue services with our firm, please have the Board President execute both the Fee Outline Page and the last page of the Specifications indicating the Board's acceptance and agreement. These may be returned to us by FAX and we will adjust our schedule to begin servicing again immediately. If the Board does not select our company for their landscape services, we would appreciate a telephone call as soon as possible so that we can plan our crew schedules appropriately.

Thank you for this opportunity to re-address the landscape services at International Club. We look forward to the possibility of a positive outcome in this matter.

Sincerely,

Kyle Watson
 Kyle Watson
 Owner/President

Professional Landscape Maintenance/Landscape Contracting
 Lawn Fertilization Program - Irrigation
 "You Love Your Yard"



In some cases, diseased shrubs may have to be removed to prevent further disease spread to adjacent planted shrubs.

The LANDSCAPE MAINTENANCE CONTRACTOR will provide labor for these services @ no additional charge. The cost of the replacement plant materials will be the responsibility of the ASSOCIATION.

III. PAVED ROADS/DRAYS AND PARKING AREAS:

Roadways and parking areas on a weekly basis will be cleaned of pinestraw, leaves, sand and other common types of debris. In areas and seasons of heavy leaf drop, more attention will be provided as is required.

IV. IRRIGATION:

The LANDSCAPE MAINTENANCE CONTRACTOR will be responsible for the monitoring and adjusting (setting timer clocks or water flow) the operation of any automatic irrigation system. The LANDSCAPE MAINTENANCE CONTRACTOR will bring to the attention of the ASSOCIATION representative any discovered malfunctions in the system for correction. The LANDSCAPE MAINTENANCE CONTRACTOR will be required to make necessary corrections and repairs to the irrigation system, following notification to the association representative. Those repairs will be completed in a timely manner with the proper fittings and methods, with the cost of the same being billed to the ASSOCIATION. A repair shall at no time compromise the integrity and design of the irrigation system.

The LANDSCAPE CONTRACTOR at no cost to ASSOCIATION shall repair any damage to the irrigation system caused by the LANDSCAPE MAINTENANCE CONTRACTOR, during the performance of its duties.

V. MULCHING:

The existing type of mulch shall be applied twice per year, spring and fall at all locations. The LANDSCAPE MAINTENANCE CONTRACTOR will provide all mulch material and labor.

VI. SEASONAL PLANTINGS:

The LANDSCAPE MAINTENANCE CONTRACTOR will be required to install seasonal plantings two (2) times per year, during April & October, as a part of the routine maintenance services. CONTRACTOR shall supply plant material.

Pruning of annuals will occur on annuals that require such practices. Fertilizer should be applied in proper quantities to assure prolific blooming and proper plant health. Annuals will have a weed free appearance. Pest control of annuals will be performed as necessary to insure healthy plants. Weed control barriers may be needed in specific areas.

VII. ADDITIONAL SERVICES:

In the event of an emergency situation or an Act of God we agree to assign 2 employees to the International Club and commit to a response time of 48 hours following the occurrence of the emergency or Act of God. The additional fee for this service will be \$25.00 per man-hour, plus equipment & materials.

International Club

Sunbelt Landscape Services, Inc.

By: _____

By: Kue Watson / sig

Its: _____

Its: President / Owner

Date: _____

Date: 3/10/08

P.O. Box 3567
 Myrtle Beach, SC 29578
 Sun: 843-946-9966 • Fax: 843-946-6699



International Club HOA
 c/o K.A. Diehl & Associates
 P O Box 2537
 Murrells Inlet, SC 29576

Ken Watson, Owner
 843-946-9966
 843-946-6699 Fax
 sunbeltlandscape@aol.com

February 27, 2008
REVISED 3/10/08

2008 LANDSCAPE AGREEMENT FEE OUTLINE

Sunbelt Landscape Services, Inc., agrees to furnish all labor, equipment & materials necessary to complete tasks as outlined in the attached specifications for the period of March 1, 2008 thru December 31, 2008 for the fees indicated below:

| | <u>MONTHLY</u> | <u>ANNUALLY</u> |
|--|--------------------|---------------------|
| International Club (Front Entrance) | \$ 515.55 | \$ 6,186.60 |
| International Club Blvd. (Roadsides) | \$ 748.39 | \$ 8,980.68 |
| Cambridge Entrance | \$ 200.00 | \$ 2,400.00 |
| The Glens Entrance | \$ 643.75 | \$ 7,725.00 |
| The Links Phases I and II | \$ 180.25 | \$ 2,163.00 |
| The Highlands Phases I and II | \$ 257.50 | \$ 3,090.00 |
| Amenities Center | \$ 978.50 | \$ 11,742.00 |
| Pebble Creek (Common Areas and Entrance) | <u>\$ 1,133.00</u> | <u>\$ 13,596.00</u> |
| TOTAL | \$ 4,656.94 | \$55,883.28 |

Ken Watson / day 3/10/08
 Sunbelt Landscape Services, Inc. Date

International Club HOA Date

NOTES:

- ◆ International Club -- Roadsides Cost Reduced by \$300 per month
- ◆ Annual Figures based on 12-months of service
- ◆ Includes two (2) Pinestraw Applications, spring & fall
- ◆ Includes two (2) installations of Annual Flowers, spring & fall
- ◆ Includes Weed Control, Fertilization & Insect/Disease Control
- ◆ Includes Rye Over-seeding once annually, fall
- ◆ Additional Costs: Irrigation Repairs @ \$35.00 per man hour labor, plus materials costs
- ◆ Additional Costs: Acts of God / Storm Clean Up @ \$35.00 per man hour labor, plus equipment & disposal fees
- ◆ Additional Costs: Pond Bank Maintenance @ Marbels, Seville & Meadows Ponds Not Included in Proposal. Service to be billed at \$200.00 per location per service on an as needed basis.
- ◆ Please see attached specifications for complete service details

Professional Landscape Maintenance/Landscape Contracting
 Lesco Fertilization Program - Irrigation
 "Jesus Loves You"

D. Mowing - All lawn areas shall be mowed as necessary during the primary growing season, but not more than once per week. The mowing schedule may be adjusted when inclement weather prevails or when climatic factors are the determining basis.

The cutting heights of all grasses will be in keeping with the standards established by the Horticultural Industry for the Southern region of the United States (2"-2.5" for Centipede and Ryegrass).

E. Debris and Trash - All lawn areas will be kept in a neat and groomed appearance by maintaining them free of leaves, limbs, litter, debris, etc. All normal accumulation of debris will be removed as often as necessary. Sunbelt Landscape Services, Inc. will provide personnel to patrol all common areas at least once per week to remove any debris, i.e., cans, bottles, paper, etc., which may accumulate. In the event of an excess of debris as might occur during storms, hurricanes or tornadoes, where additional clean up is required, this debris is to be cleaned as soon as possible. The method & fee for this additional debris removal will be discussed and agreed upon by the ASSOCIATION representative and the LANDSCAPE MAINTENANCE CONTRACTOR as a part of the contract terms.

SHRUBS, SHRUB BEDS AND TREES:

A. Fertilization - All installed shrubs and trees shall be fertilized twice during the year.

1. The first application, using 10-10-10, will be made in March.
2. The second application, using 10-10-10, will be made in May.

Fertilization products & applications may be adjusted due to soil requirement via environmental soil tests or weather conditions.

B. Weed Control - All shrub beds will be maintained in a weed-free manner. Systematic herbicide manual spraying programs will be conducted on a 2 to 3 week basis until weed control is established. Initial chemical application will consist of spraying a pre-emergence herbicide, such as Surlan (a brand name), in March to all shrub bed areas. Once control is accomplished, any additional chemical application will be provided as needed to sustain weed control, using Roundup (a brand name) as it has a broad-spectrum killing agent for weed growth in the local area. All spraying of herbicides for weed control will be applied by a South Carolina State Licensed applicator or directly under his supervision.

C. Pruning and Shearing - All pruning will be done to preserve the natural growth of the shrubs and trees in accord with the normal characteristics for each species. This natural growth pattern must be preserved in accord with the current "Natural Look" which has been retained by the Developer in the overall landscape image of The ASSOCIATION. Most pruning is to be done by the "heading back method", not mechanical shearing. Shrubs such as Bordergrass will be cut back in late winter. Non-flowering Evergreens will require two prunings a year, the first to begin in mid-March, and the second to be performed in July-August. Shrubs such as Pyracantha and Oleander will be pruned only for containment purposes. Dead or broken limbs will be removed from shrubs and trees as discovered. Pruning shall be done in accordance with the specific use of the individual plant, tree, screen, etc.

D. Edging - The use of a vertical blade edger in combination with manual tools will be used to maintain a smooth flowing line of distinction between lawn and shrub beds. This operation will be done twice or more during the year, in conjunction with the re-mulching of all beds. Edging of all hard surfaces, i.e., curbs along roadways, etc., is to be completed every 2 to 3 weeks as necessary.

E. Disease and Insect Pest Control - A systematic spraying program shall be established to keep insect pests in check. Most insect pests generally feed on the new shrub growth. Either Malathion or Diazinon will control most species of insects native to the local area.

Some "hard to kill" insects (i.e., scale insects) will require the use of dormant-oils to control them. Dormant-oils must be applied when the temperature is between 45 and 85 degrees F. Where diseased shrubs are found, corrective measures will be taken immediately to minimize additional shrub damage.

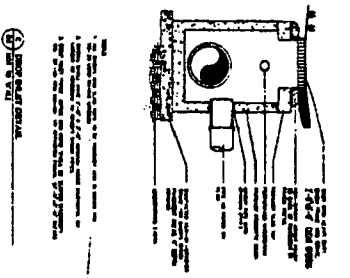
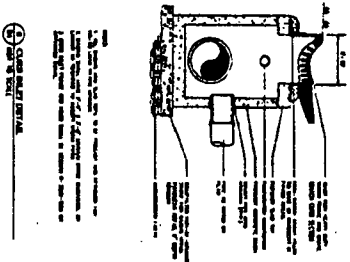
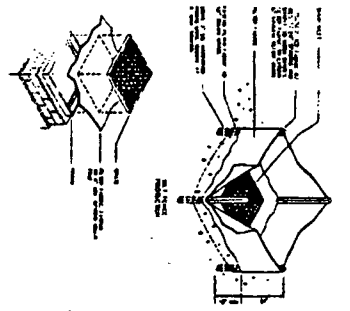
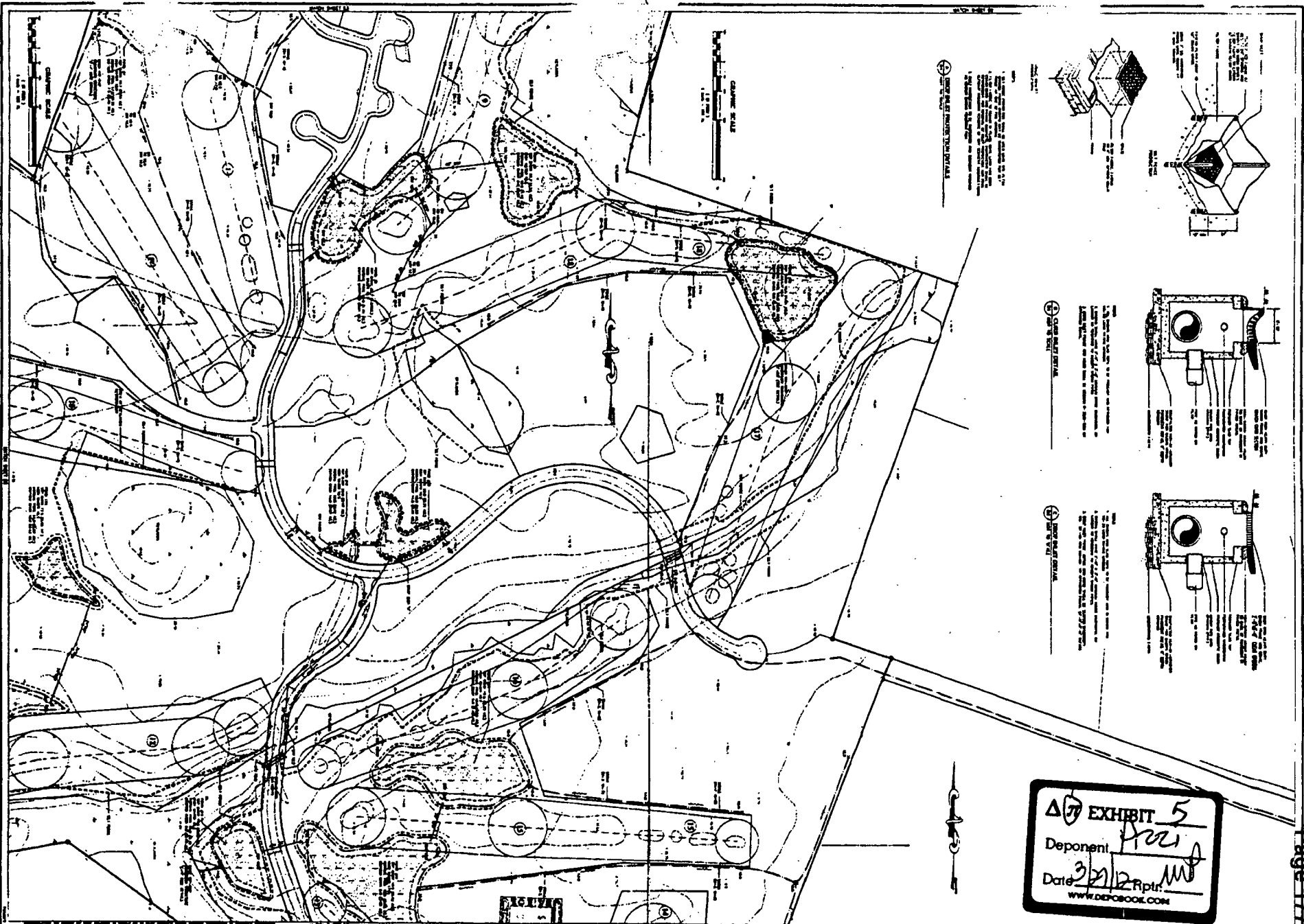
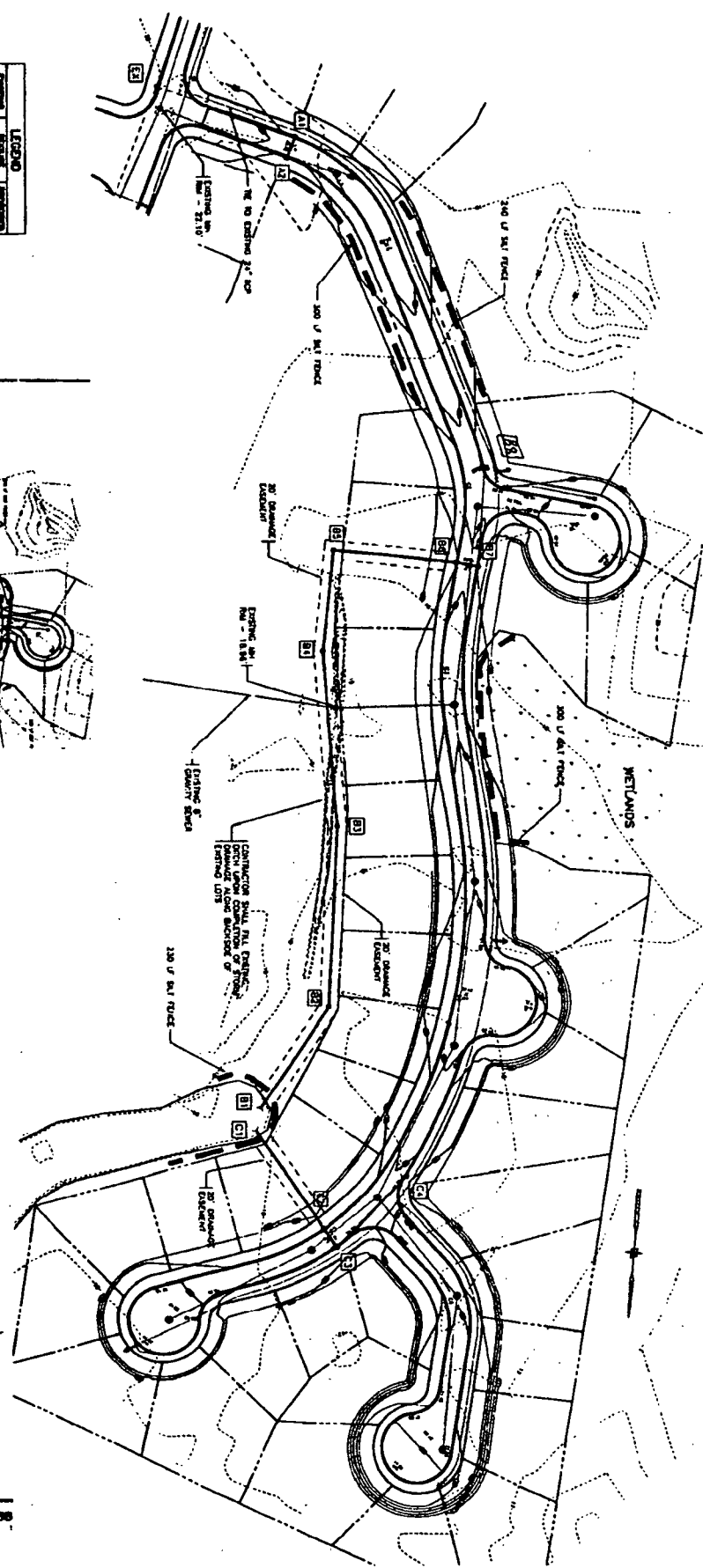


EXHIBIT 5
 Deponent *Pro*
 Date *3/21/12* Rpt. *MD*
 www.dcfcook.com

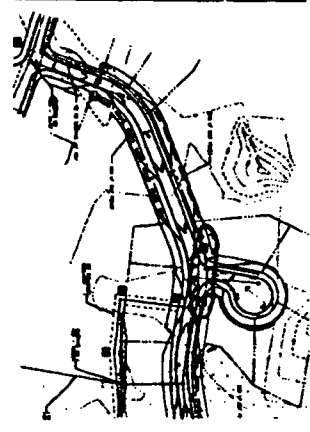
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| D5 | | | <p>DRAINAGE PLAN INTERNATIONAL CLUB PAID GOLF AND RESIDENTIAL DEVELOPMENT HORRY COUNTY, SOUTH CAROLINA PREPARED FOR PLANTATION AD, LLC</p> | <p>Castle Consulting Engineers, Inc. <small>Professional Engineer Seal No. 25117 Exp. 06/30/14 1000 North Park Drive, Suite 200 Fort Mill, South Carolina 29505 Phone: 803-547-1000 Fax: 803-547-1001</small></p> | D4 | | | <p>DRAINAGE PLAN INTERNATIONAL CLUB PAID GOLF AND RESIDENTIAL DEVELOPMENT HORRY COUNTY, SOUTH CAROLINA PREPARED FOR PLANTATION AD, LLC</p> | <p>Castle Consulting Engineers, Inc. <small>Professional Engineer Seal No. 25117 Exp. 06/30/14 1000 North Park Drive, Suite 200 Fort Mill, South Carolina 29505 Phone: 803-547-1000 Fax: 803-547-1001</small></p> |
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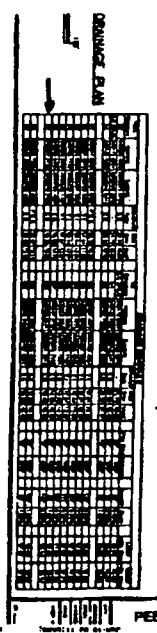
| Symbol | Description |
|---------------------|-------------------------|
| (Solid line) | Proposed Road |
| (Dashed line) | Proposed Drainage Ditch |
| (Dotted line) | Proposed Easement |
| (Wavy line) | Proposed Wetland |
| (Cross-hatched) | Proposed Embankment |
| (Diagonal lines) | Proposed Slope |
| (Circle with cross) | Proposed Manhole |
| (Circle with dot) | Proposed Catch Basin |
| (Circle with 'X') | Proposed Structure |
| (Circle with 'A') | Proposed Station |
| (Circle with 'B') | Proposed Station |
| (Circle with 'C') | Proposed Station |
| (Circle with 'D') | Proposed Station |
| (Circle with 'E') | Proposed Station |
| (Circle with 'F') | Proposed Station |
| (Circle with 'G') | Proposed Station |
| (Circle with 'H') | Proposed Station |
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| (Circle with 'Y') | Proposed Station |
| (Circle with 'Z') | Proposed Station |

NOTES:
 1. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING WETLANDS.
 3. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING EASEMENTS.
 4. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING STATIONS.
 5. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING STRUCTURES.
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 8. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING EASEMENTS.
 9. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING STATIONS.
 10. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING STRUCTURES.



GRADING AND DRAINAGE PLAN
 SCALE: 1" = 40'

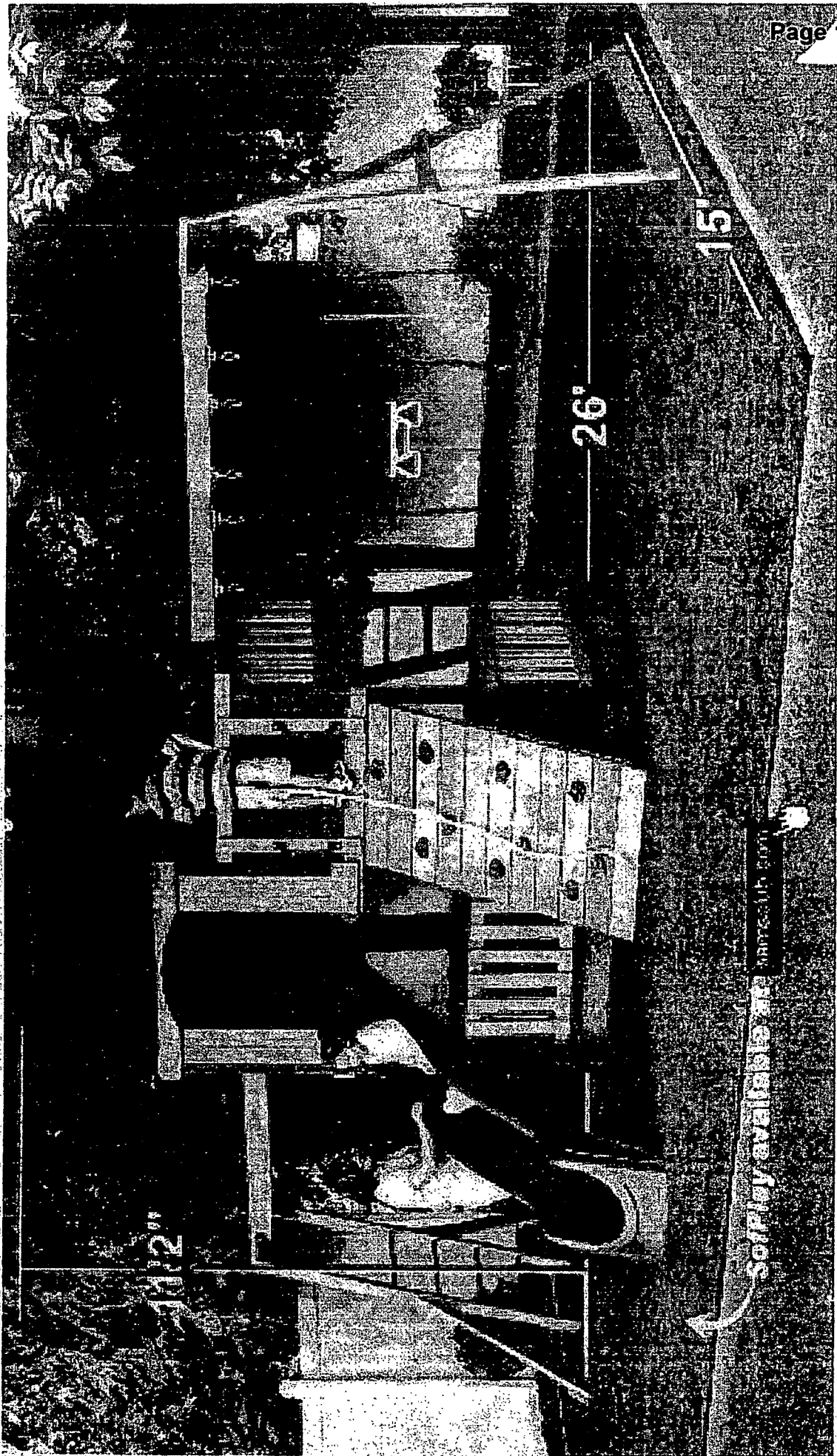
| Station | Prop. Elev. | Grading Elev. | Drainage Elev. | Wetland Elev. | Structure Elev. | Utility Elev. |
|---------|-------------|---------------|----------------|---------------|-----------------|---------------|
| 1+00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 |
| 1+25 | 10.25 | 10.25 | 10.25 | 10.25 | 10.25 | 10.25 |
| 1+50 | 10.50 | 10.50 | 10.50 | 10.50 | 10.50 | 10.50 |
| 1+75 | 10.75 | 10.75 | 10.75 | 10.75 | 10.75 | 10.75 |
| 2+00 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 |
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| 3+25 | 12.25 | 12.25 | 12.25 | 12.25 | 12.25 | 12.25 |
| 3+50 | 12.50 | 12.50 | 12.50 | 12.50 | 12.50 | 12.50 |
| 3+75 | 12.75 | 12.75 | 12.75 | 12.75 | 12.75 | 12.75 |
| 4+00 | 13.00 | 13.00 | 13.00 | 13.00 | 13.00 | 13.00 |
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| 4+50 | 13.50 | 13.50 | 13.50 | 13.50 | 13.50 | 13.50 |
| 4+75 | 13.75 | 13.75 | 13.75 | 13.75 | 13.75 | 13.75 |
| 5+00 | 14.00 | 14.00 | 14.00 | 14.00 | 14.00 | 14.00 |
| 5+25 | 14.25 | 14.25 | 14.25 | 14.25 | 14.25 | 14.25 |
| 5+50 | 14.50 | 14.50 | 14.50 | 14.50 | 14.50 | 14.50 |
| 5+75 | 14.75 | 14.75 | 14.75 | 14.75 | 14.75 | 14.75 |
| 6+00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 |
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| 6+50 | 15.50 | 15.50 | 15.50 | 15.50 | 15.50 | 15.50 |
| 6+75 | 15.75 | 15.75 | 15.75 | 15.75 | 15.75 | 15.75 |
| 7+00 | 16.00 | 16.00 | 16.00 | 16.00 | 16.00 | 16.00 |
| 7+25 | 16.25 | 16.25 | 16.25 | 16.25 | 16.25 | 16.25 |
| 7+50 | 16.50 | 16.50 | 16.50 | 16.50 | 16.50 | 16.50 |
| 7+75 | 16.75 | 16.75 | 16.75 | 16.75 | 16.75 | 16.75 |
| 8+00 | 17.00 | 17.00 | 17.00 | 17.00 | 17.00 | 17.00 |
| 8+25 | 17.25 | 17.25 | 17.25 | 17.25 | 17.25 | 17.25 |
| 8+50 | 17.50 | 17.50 | 17.50 | 17.50 | 17.50 | 17.50 |
| 8+75 | 17.75 | 17.75 | 17.75 | 17.75 | 17.75 | 17.75 |
| 9+00 | 18.00 | 18.00 | 18.00 | 18.00 | 18.00 | 18.00 |
| 9+25 | 18.25 | 18.25 | 18.25 | 18.25 | 18.25 | 18.25 |
| 9+50 | 18.50 | 18.50 | 18.50 | 18.50 | 18.50 | 18.50 |
| 9+75 | 18.75 | 18.75 | 18.75 | 18.75 | 18.75 | 18.75 |
| 10+00 | 19.00 | 19.00 | 19.00 | 19.00 | 19.00 | 19.00 |



1212 In. ... gate Ct



EXHIBIT 6
Deposited by [Signature]
Date 12/12/04
www.dipodoc.com



STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF Horry

RONALD JARMUTH,

Plaintiff,

vs.

CIVIL ACTION NO.
2009-CP-26-3596

THE INTERNATIONAL CLUB
HOMEOWNERS ASSOCIATION, INC.,
ROSEMARY TOTH and K.A. DIEHL
& ASSOCIATES,

Defendants.

DEPOSITION OF: LOUIS S. ASTORINO

DATE: Friday, May 25, 2012

TIME: 1:58 p.m. through 3:05 p.m.

LOCATION: McNair Law Firm
2411 Oak Street, Suite 206
Myrtle Beach, South Carolina

TAKEN BY: The Plaintiff

COURT REPORTER: TERESA J. F. BAUTZ
Registered Professional Reporter

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APPEARANCES OF COUNSEL

REPRESENTING THE PLAINTIFF (PRO SE):

RONALD JARMUTH
249 Pickering Drive
Murrells Inlet, South Carolina 29576
(843) 314-4355

REPRESENTING THE DEFENDANT:

McNAIR LAW FIRM, P.A.
BY: HENRIETTA U. GOLDING, ESQUIRE
Founders Centre, Suite 206
2411 Oak Street
Myrtle Beach, South Carolina 29577
Office: (843) 443-3058
Fax: (843) 443-9137
E-mail: hgolding@mcnair.net

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| BY MS. GOLDING | 46 | 5 |

REQUESTED INFORMATION INDEX

(No Information Requested)

1 E X H I B I T S

2 Plaintiff's Exhibits

| 3 Exhibit | Description | Page | Line |
|----------------|--|------|------|
| 4 Astorino-1 | Assessment Coupon 2/1/08 | 6 | 23 |
| 5 Astorino-2 | HOA Meeting Minutes 9/17/08 | 9 | 15 |
| 6 Astorino-3 | 5 Pages of Mr. Astorino's deposition of 3/27/12 | 9 | 25 |
| 7 Astorino-4 | Envelope, 5/28/09 Letter to Club Owners, 5/27/09 Letter from McNair Law Firm - 8 pages | 13 | 8 |
| 8 Astorino-5 | CD | 17 | 25 |
| 9 Astorino-6 | Judgment on the Verdict - 1 page | 30 | 10 |
| 10 Astorino-7 | Docket for 02-1816 - 1 page | 31 | 24 |
| 11 Astorino-8 | Caption of Lawsuit - 1 page | 33 | 2 |
| 12 Astorino-9 | Civil Docket for Case 1:04-CV-00063-IMK-JSK - 3 pages | 35 | 15 |
| 13 Astorino-10 | Civil Docket and Order for Case 95-CV-400 - 2 pages | 38 | 10 |
| 14 Astorino-11 | Employee Info dated 1/23/06 - 1 page | 44 | 24 |

23

24

25

1 STIPULATION: It is stipulated by and
2 between Counsel that this deposition is
3 being taken in accordance with the South
4 Carolina Rules of Civil Procedure; and that
5 the deponent waives reading and signing of
6 this deposition.

7 * * * * *

8 LOUIS S. ASTORINO, being first duly
9 sworn, testified as follows:

10 EXAMINATION

11 BY MR. JARMUTH:

12 Q. Mr. Astorino, where will you be on Tuesday,
13 May 29th?

14 A. Up in New York in the hospital.

15 Q. Did I have anything to do with your being
16 out of state that day?

17 A. Excuse me?

18 Q. Did I have anything to do with your being
19 out of state that day?

20 A. No.

21 Q. You have to speak to the court reporter
22 because she's got to take it down. Is there an
23 order placed stating that you do not have to be at
24 any court proceeding for the next 60 days?

25 A. Yes.

1 MS. GOLDING: Object to the form of the
2 question. Any time you hear me, you've got
3 to stop before so I can interpose my
4 objections. And if the questions are asked
5 by Mr. Jarmuth that are improper, I have an
6 obligation to make an objection.

7 So I need to make an objection, and
8 then you can answer. Do you understand?

9 THE WITNESS: Yes.

10 MS. GOLDING: Thank you.

11 BY MR. JARMUTH:

12 Q. Is there any reason why you do not attend a
13 court proceeding for the next 60 days?

14 MS. GOLDING: Object to the form of the
15 question.

16 BY MR. JARMUTH:

17 Q. Now answer.

18 A. I have medical issues.

19 Q. Has the Court granted you a protective
20 order?

21 A. Yes.

22 MR. JARMUTH: Exhibit.

23 (PLF. EXH. Astorino-1, Assessment
24 Coupon 2/1/08, was marked for
25 identification.)

1 BY MR. JARMUTH:

2 Q. I'm showing the witness an assessment
3 coupon. Except for the name and account number
4 which are mine, are there any other differences
5 between this assessment coupon and those issued to
6 you by the HOA in 2008?

7 MS. GOLDING: Object to the form of the
8 question. And furthermore, the document is
9 not a document that is directed to
10 Mr. Astorino, and therefore he cannot
11 possibly testify as to a document. No
12 foundation has been laid as to this document
13 having any familiarity with Mr. Astorino.

14 Also, the best evidence requires that
15 the document you are questioning him about
16 be introduced.

17 THE WITNESS: Yes, there's a difference
18 between what I get now and this one. And it
19 says -- this one says, International Club
20 POA, is my -- this one now says HOA.

21 BY MR. JARMUTH:

22 Q. In 2008, did you receive assessment coupons
23 from the HOA?

24 A. Yes.

25 Q. And in what name do they want you to write

1 your checks?

2 MS. GOLDING: Object to the form of the
3 question.

4 THE WITNESS: International Club HOA.

5 BY MR. JARMUTH:

6 Q. Looking at this coupon, was this coupon
7 substantially identical to the ones you received?

8 MS. GOLDING: Object to the form of the
9 question.

10 THE WITNESS: It's different. But
11 the -- it identifies the International Club
12 as two different names.

13 BY MR. JARMUTH:

14 Q. What name is on the coupon?

15 A. This coupon has International Club POA.

16 Q. What name did you write your checks to?

17 A. International Club HOA, now.

18 Q. Then in 2008 what name did you write your
19 checks to?

20 A. International Club HOA.

21 Q. In 2008 did you ever write any checks to the
22 International Club Property Owners Association,
23 POA?

24 MS. GOLDING: Object to the form of the
25 question.

1 THE WITNESS: If that's -- if that's
2 what was listed on a stub, yes, it was the
3 POA.

4 BY MR. JARMUTH:

5 Q. In 2008, to what name did you write your
6 check?

7 MS. GOLDING: Object to the form of the
8 question.

9 THE WITNESS: It would be the
10 International Club POA.

11 BY MR. JARMUTH:

12 Q. Thank you. Did you attend the homeowners'
13 association election held on September 17th, 2008?

14 A. Yes.

15 (PLF. EXH. Astorino-2, HOA Meeting
16 Minutes 9/17/08, was marked for
17 identification.)

18 BY MR. JARMUTH:

19 Q. Looking at a document entitled, Fifth Annual
20 Member Meeting Minutes, going down to paragraph
21 one, in what capacity does it report that Rosemary
22 Toth was?

23 A. President of the International Club board.

24 Q. Thank you.

25 (PLF. EXH. Astorino-3, 5 Pages of

1 Mr. Astorino's deposition of 3/27/12,
2 was marked for identification.)

3 BY MR. JARMUTH:

4 Q. I show you what we have marked as evidence
5 pages of a deposition Mr. Astorino Tuesday
6 March 27, 2012.

7 MS. GOLDING: I object to any portion
8 of any deposition, any attempt to mark any
9 such document as an exhibit or attempt to
10 introduce it in this deposition.

11 BY MR. JARMUTH:

12 Q. Do you recall your earlier deposition on
13 March 27th, 2012?

14 A. Yes.

15 Q. After you left that deposition, it ended,
16 what medical problems, if any, were you having?

17 A. Kidney issues.

18 Q. Were there any aggravations to that caused
19 by what went on in that room?

20 A. Yes.

21 MS. GOLDING: Object to the form of the
22 question.

23 BY MR. JARMUTH:

24 Q. Could you please describe them.

25 MS. GOLDING: Object to the form of the

1 question.

2 THE WITNESS: I don't need the
3 aggravation of this here. And it just
4 upsets me, and my kidney is not in that good
5 of shape to take the aggravation.

6 BY MR. JARMUTH:

7 Q. What symptoms, if any, were you experiencing
8 at the end of that deposition?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE WITNESS: Pain in my stomach.

12 BY MR. JARMUTH:

13 Q. What assistance did your neighbors give you
14 to help you feel better after the deposition ended?

15 A. They gave me -- Mike gave me a jacket to put
16 on because it was kind of cool there.

17 Q. Before the deposition began, outside of
18 where the deposition was to be held, with whom were
19 you having a conversation?

20 A. With Ron.

21 Q. Is that myself, the plaintiff?

22 A. Yes.

23 Q. What, if anything, happened involving
24 Henrietta Golding?

25 A. As we were talking, Henrietta come dashing

1 out of the conference room, she ran into you and
2 got into our -- in between our conversation.

3 Q. Did she say anything to you?

4 A. She was telling me I didn't have the right
5 to talk to you or you to talk to me.

6 Q. Can you describe the manner in which she was
7 saying that.

8 A. Aggressively, shouting and yelling. Not
9 knowing her, she's lucky she didn't get clocked.

10 Q. How did it make you feel?

11 A. Upsetting.

12 Q. At the time that happened, did you have any
13 serious medical conditions?

14 A. Yes.

15 Q. Were you taking any medications for those
16 conditions?

17 A. Yes.

18 Q. Are you about to seek medical attention in
19 New York for at least one of those conditions?

20 A. Yes.

21 Q. How did that affect how closely you were
22 listening to my questions at the deposition?

23 A. She was about 18 inches away, less than half
24 this table size.

25 Q. How did that affect your attention to my

1 questions?

2 A. It was aggravating.

3 Q. How close to your face did Ms. Golding sit?

4 A. Less than an arm's length.

5 Q. How did that affect your concentration on
6 the questions?

7 A. With difficulty.

8 (PLF. EXH. Astorino-4, Envelope,
9 5/28/09 Letter to Club Owners, 5/27/09
10 Letter from McNair Law Firm - 8 pages,
11 was marked for identification.)

12 BY MR. JARMUTH:

13 Q. I'm showing the witness the replication of
14 an envelope and its contents marked Astorino
15 Exhibit 4. At the earlier deposition I asked you
16 whether you received this letter.

17 MS. GOLDING: Object to the form of the
18 question.

19 MR. JARMUTH: There's no question yet.

20 MS. GOLDING: But you still, you said,
21 at the earlier deposition. You cannot use
22 this witness' prior statements. He is your
23 witness, you cannot do that. It's
24 inadmissible and it's an improper method of
25 cross-examining or directly examining a

1 witness.

2 MR. JARMUTH: Ms. Golding, will you
3 please wait until I am finished my statement
4 before you interrupt with your objection.
5 You're free to make an objection. Please
6 give me the courtesy you're asking for
7 yourself by not interrupting me until I
8 finish my question.

9 Mr. Astorino will wait until you've had
10 an opportunity to do it, but don't interrupt
11 me or Mr. Astorino. You will wait for your
12 objection.

13 MS. GOLDING: Mr. Jarmuth, I have a
14 right to make my objections, and I have a
15 right to state what you are doing is
16 improper. You cannot stop me from making my
17 objections. Would you please proceed with
18 the deposition and try to properly ask
19 questions.

20 BY MR. JARMUTH:

21 Q. At the earlier deposition you said, I don't
22 recall, no.

23 When you said that I don't recall getting an
24 envelope as such, where was Ms. Golding's face
25 relative to yours?

1 A. Less than an arm's length away.

2 Q. How did this affect your answer?

3 MS. GOLDING: Object to the form of the
4 question.

5 THE WITNESS: Rather aggravating and
6 maybe not certain to the right answer.

7 BY MR. JARMUTH:

8 Q. How did it affect your state of mind?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE WITNESS: It bothered me.

12 BY MR. JARMUTH:

13 Q. Did you in fact receive a letter with an
14 envelope substantially the same as this?

15 A. Yes.

16 Q. Please look at the contents behind the
17 envelope. Take a few moments to look at the pages.
18 Did the letter you received include the pages in
19 this exhibit?

20 A. Yes.

21 Q. On August 11th, 2010 did you meet with the
22 HOA board?

23 A. Yes.

24 Q. Why did you go?

25 A. They were fining me for my vehicle.

1 Q. Could you explain that.

2 A. Yeah. I parked my vehicle on the road, and
3 they were saying that I couldn't do that. And I
4 told them that in the -- I spoke to somebody in
5 highway department, Horry County --.

6 MS. GOLDING: I'm going to object to
7 any type of references to speaking to third
8 parties.

9 BY MR. JARMUTH:

10 Q. Please refrain --

11 MS. GOLDING: I have not -- yeah.

12 MR. JARMUTH: I'm agreeing with you.
13 I'm asking him to refrain himself to
14 answering the question.

15 MS. GOLDING: And just I'm making a
16 motion to strike anything that he refers to
17 having any discussions with third parties.

18 BY MR. JARMUTH:

19 Q. Was Rosemary Toth at that meeting?

20 A. Yes.

21 Q. Who chaired that meeting?

22 A. Rosemary.

23 Q. Who or what did Rosemary Toth say on the
24 road?

25 A. She said that they don't own the road, the

1 HOA does not own the road.

2 Q. Who did she say owned the road?

3 A. The County owns the road.

4 Q. Did you make a recording of that meeting?

5 A. Yes, I did.

6 Q. How did I come into possession of that
7 recording?

8 A. I have the recorder with a little card in
9 it. And I gave it to you and you were able to make
10 a recording on it.

11 Q. Have you listened to the copy I made to
12 insure that it was exactly the same as the one you
13 made?

14 A. Yes.

15 Q. Is it exactly the same?

16 A. Yes.

17 Q. Does that recording contain the statement
18 you referred to earlier that the County owns the
19 roads?

20 A. Yes.

21 MR. JARMUTH: I want to introduce this
22 as an exhibit. Can we go off the record a
23 minute.

24 (Off-the-record conference.)

25 (PLF. EXH. Astorino-5, CD, was marked

1 for identification.)

2 BY MR. JARMUTH:

3 Q. A moment ago I played you a section of the
4 recording beginning at minute six. Do you
5 recognize that as from the recording you made?

6 A. Yes.

7 Q. Is the statement we heard where Rosemary
8 Toth said, the County owns the road, the statement
9 you were referring to?

10 A. Yes.

11 Q. Please briefly state what you recall about
12 the attempt some homeowners were making in May 2009
13 to remove the HOA board members from office.

14 MS. GOLDING: Object to the form of the
15 question.

16 THE WITNESS: Could you repeat that
17 one.

18 BY MR. JARMUTH:

19 Q. Please briefly state what you recall about
20 the attempt homeowners were making in 2009 May to
21 remove the HOA board members from office.

22 MS. GOLDING: Object to the form of the
23 question.

24 THE WITNESS: If my mind remembers
25 right, they made a -- it was a big issue,

1 big arguments.

2 BY MR. JARMUTH:

3 Q. Were some homeowners in 2009, they tried to
4 remove the HOA board from office?

5 MS. GOLDING: Object to the form of the
6 question.

7 THE WITNESS: Yes.

8 BY MR. JARMUTH:

9 Q. What was my connection to that effort?

10 MS. GOLDING: Object to the form of the
11 question.

12 THE WITNESS: I believe you tried to
13 run for a position on the board.

14 BY MR. JARMUTH:

15 Q. Did the campaign involve the issue of the
16 covenants?

17 MS. GOLDING: Object to the form of the
18 question.

19 BY MR. JARMUTH:

20 Q. How did the covenants figure in that
21 campaign?

22 MS. GOLDING: Object to the form of the
23 question.

24 THE WITNESS: What was being done right
25 and wrong.

1 BY MR. JARMUTH:

2 Q. Please explain what you're saying.

3 A. I felt some of the -- some of the stuff that
4 was being presented was being done wrong.

5 Q. Was the issue of golf course assessments one
6 of the issues?

7 A. That I don't recall.

8 Q. Was missing assessment money one of the
9 issues?

10 A. I don't recall that either.

11 Q. Were you involved in conversations with your
12 neighbors regarding the recall effort?

13 MS. GOLDING: Object to the form of the
14 question.

15 THE WITNESS: Yes.

16 BY MR. JARMUTH:

17 Q. After the May 2009 letter about me came out,
18 did those discussions continue to involve the
19 recall election?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE WITNESS: In the neighborhood, yes.

23 BY MR. JARMUTH:

24 Q. Have you ever heard the phrase, kill the
25 messenger?

1 A. Yes.

2 MS. GOLDING: Object to the form of the
3 question.

4 BY MR. JARMUTH:

5 Q. Please explain your understanding of this.

6 MS. GOLDING: Object to the form of the
7 question.

8 THE WITNESS: That things are being
9 done wrong, but the one who delivered the
10 messages is not responsible.

11 BY MR. JARMUTH:

12 Q. Before the May 2009 letter came out, what
13 was your opinion of me?

14 MS. GOLDING: Object to the form of the
15 question.

16 THE WITNESS: I -- I don't like to form
17 an opinion of a person until I meet them.

18 BY MR. JARMUTH:

19 Q. Immediately after the May 2009 letter came
20 out which talked about me, which I showed you
21 before, how had that affected your opinion of me?

22 MS. GOLDING: Object to the form of the
23 question.

24 THE WITNESS: I don't believe what I
25 read in the letter.

1 BY MR. JARMUTH:

2 Q. Before the May 2009 letter came out which I
3 showed you, which is in front of you still, had any
4 of your neighbors had anything at all to say about
5 me at all to you?

6 A. Yes.

7 MS. GOLDING: Object to the form of the
8 question. You have to wait, please, pause
9 at least.

10 THE WITNESS: You got to answer
11 quicker.

12 MS. GOLDING: No, no, no.

13 MR. JARMUTH: Lou, just wait.

14 THE WITNESS: All right.

15 MS. GOLDING: Just take a pause. You
16 immediately answered. I have to object, so
17 just take a pause. Because I object pretty
18 fast, I think you agree with that, so --

19 THE WITNESS: Not as fast as I do.

20 BY MR. JARMUTH:

21 Q. Before the May 2009 letter --

22 A. Yes.

23 Q. -- was there any discussion between you and
24 your neighbors regarding anything personal about
25 me?

1 A. Yeah.

2 MS. GOLDING: Object to the form of the
3 question.

4 THE WITNESS: Yes.

5 BY MR. JARMUTH:

6 Q. What?

7 MS. GOLDING: Object to the form of the
8 question.

9 THE WITNESS: That they could -- they
10 were referring to you as a pedophile.

11 BY MR. JARMUTH:

12 Q. Do you recall the name Mike Fletcher -- or
13 Bill Fletcher, excuse me, Bill Fletcher?

14 A. Yes.

15 Q. Is that the same Bill Fletcher who is a
16 member of the transition committee?

17 A. Yes.

18 Q. Is that the same Bill Fletcher who at times
19 was on the HOA's architectural review board?

20 MS. GOLDING: Object to the form of
21 question.

22 THE WITNESS: Yes.

23 BY MR. JARMUTH:

24 Q. What did he tell you about me?

25 MS. GOLDING: Object to the form --

1 THE WITNESS: That you're a pedophile.

2 MS. GOLDING: -- of the question.

3 Please, Mr. Astorino, let me finish my
4 objection, then you can answer.

5 BY MR. JARMUTH:

6 Q. I am pointing to the second page of the
7 exhibit, the letter, fourth line beginning with the
8 word we. Will you please read that sentence.

9 A. We wanted to make sure that the membership
10 gets the correct information on this matter and
11 begin to dispel some of the speculation that has
12 been started throughout our community.

13 Q. What impression about everything else in the
14 letter behind that page did you get from the use of
15 the phrase, correct information?

16 MS. GOLDING: Object to the form of the
17 question.

18 THE WITNESS: I figured it must be --
19 must be something really important to really
20 address whatever is written was following.

21 BY MR. JARMUTH:

22 Q. What impression do you have about material
23 when you're told it's correct information?

24 MS. GOLDING: Object to the form of the
25 question.

1 THE WITNESS: That it -- that it
2 wouldn't be questioned.

3 BY MR. JARMUTH:

4 Q. Do you know what a lawsuit complaint is?

5 A. Yes.

6 Q. What is a lawsuit complaint?

7 A. When there's a problem or when there's a
8 problem, you bring it to the Court and you file
9 your complaint, and it's in the Court to handle it.

10 Q. What's your understanding of what someone
11 puts in a complaint?

12 MS. GOLDING: Object to the form of the
13 question.

14 THE WITNESS: Of a -- of a problem that
15 has to be addressed and a decision made by a
16 judge.

17 BY MR. JARMUTH:

18 Q. What's your understanding of what an answer
19 is?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE WITNESS: Please repeat.

23 BY MR. JARMUTH:

24 Q. What's your understanding of what an answer
25 to a complaint is?

1 MS. GOLDING: Object to the form of the
2 question.

3 THE WITNESS: Sometimes I would
4 question an answer and --

5 BY MR. JARMUTH:

6 Q. Let me repeat the question. What's your
7 understanding of what an answer is in general?

8 MS. GOLDING: Object to the form of the
9 question.

10 THE WITNESS: An answer is a response
11 for my question that was asked.

12 BY MR. JARMUTH:

13 Q. Have you ever been in a lawsuit where there
14 was an answer?

15 A. Oh, yeah.

16 Q. And what do those answers say about your
17 complaint?

18 MS. GOLDING: Object to the form of the
19 question.

20 THE WITNESS: I was given a response to
21 a problem that was in the particular lawsuit
22 that was -- that was outstanding at that
23 time.

24 BY MR. JARMUTH:

25 Q. Is it your statement, then, that the

1 defendant then gives an explanation?

2 A. Yes.

3 MS. GOLDING: Object to the form of the
4 question.

5 BY MR. JARMUTH:

6 Q. Did the HOA ever give you a copy of my
7 actual complaint in this case?

8 A. The complaint? Just what's in that --
9 what's in the packet.

10 Q. Please answer the question. I'll repeat it.
11 Did the HOA ever give you a copy of my complaint in
12 this case?

13 A. Of the complaint, no.

14 Q. Did the HOA ever give you a copy of their
15 actual answer in this case?

16 A. No, not the actual answer.

17 Q. To your knowledge, did the HOA ever give any
18 homeowner a copy of the complaint or the answer?

19 A. No.

20 Q. Turning to the next page of the exhibit,
21 looking at the word McNair in the upper right
22 corner of the page, what kind of firm did you
23 conclude wrote this letter?

24 A. The attorneys.

25 Q. What effect did the attorney authorship have

1 on your belief about the truth of what's in the
2 lawsuit?

3 MS. GOLDING: Object to the form of the
4 question.

5 THE WITNESS: That whatever they wrote
6 must be true.

7 BY MR. JARMUTH:

8 Q. Did the attorney authorship make what you
9 read more or less believable?

10 MS. GOLDING: Object to the form of the
11 question.

12 THE WITNESS: What they wrote would
13 have been believable at the time.

14 BY MR. JARMUTH:

15 Q. Looking at the list of the five people this
16 was sent to, are you one of them?

17 A. No, I'm not.

18 Q. To your knowledge, how many of those five
19 people were HOA board members?

20 A. All of them.

21 Q. Did a conversation you had with Bill
22 Fletcher occur before or after this letter came
23 out?

24 A. It was before.

25 Q. After you received -- strike that. I asked

1 you a few minutes ago to take a look at the
2 contents of the letter to refresh your memory.

3 A. Yeah.

4 Q. Did what was written here have anything to
5 do with assessments?

6 A. No.

7 Q. Elections?

8 A. No -- oh, wait, yeah.

9 Q. Did it actually talk about the impeachment
10 effort?

11 A. No. No.

12 Q. Please turn to page five on the top left.
13 Please read the phrase and sentence beginning with
14 the word it, going through, 13 lawsuits.

15 A. There's also -- it also appears that he was
16 not ultimately successful in any of the 13
17 lawsuits.

18 Q. Please read, try it again. From "it" over
19 here.

20 A. Oh, that it, okay. It appears that he was
21 pro se in each one. It also appears that he was
22 not ultimately successful in any of the 13
23 lawsuits.

24 Q. Looking at that, did you believe that this
25 applied to all the 13 lawsuits or some of them?

1 MS. GOLDING: Object to the form of the
2 question.

3 BY MR. JARMUTH:

4 Q. How many of the 13 lawsuits do you think
5 this applied to?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE WITNESS: Would have applied to all
9 of them.

10 (PLF. EXH. Astorino-6, Judgment on the
11 Verdict - 1 page, was marked for
12 identification.)

13 BY MR. JARMUTH:

14 Q. I'm showing the witness a document entitled,
15 United States District Court for District of
16 Columbia, Civil Action No. 92-2164.

17 Could you please read the title of the
18 document.

19 A. Judgment on the verdict for plaintiff.

20 Q. And could you read who the plaintiff was.

21 A. Ronald Jarmuth.

22 Q. And could you read the paragraph beginning
23 with, It is ordered.

24 A. It is ordered and adjudged and decreed that
25 this plaintiff Ronald E. Jarmuth have and recover

1 of and from the defendant Oxana Turetsky the sum of
2 \$153,000 together with costs.

3 Q. Did I lose that case?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE WITNESS: No.

7 BY MR. JARMUTH:

8 Q. How does this document affect the
9 credibility of the letter in your mind?

10 MS. GOLDING: Object to the form of the
11 question.

12 THE WITNESS: With this being the
13 official document as opposed to what was
14 written, the document is a legitimate
15 document.

16 BY MR. JARMUTH:

17 Q. How does it affect your belief in the
18 credibility when it was written that I was
19 unsuccessful in any of the lawsuits?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE WITNESS: I would question all of
23 the allegations made against you.

24 (PLF. EXH. Astorino-7, Docket for
25 02-1816 - 1 page, was marked for

1 identification.)

2 BY MR. JARMUTH:

3 Q. I'm showing the witness a docket sheet from
4 the United States Supreme Court, Case No. 02-1816,
5 again, the United States Supreme Court.

6 Could you read the name of the case.

7 A. In -- Ronald -- Ronald Jarmuth, petitioner.

8 Q. Can you read who the attorney was for me.

9 A. The attorney was Erin Reynolds.

10 Q. How does this affect your belief -- strike
11 that. Was I in fact pro se in this case?

12 MS. GOLDING: Object to the form of the
13 question.

14 THE WITNESS: No.

15 BY MR. JARMUTH:

16 Q. Given this case, if you had known the facts
17 of this case, how would that have affected your
18 evaluation of the HOA letter?

19 MS. GOLDING: Object to the form of the
20 question.

21 THE WITNESS: Based on what I see now,
22 I would -- I would certainly question the
23 one who wrote up, Ms. Golding's information
24 that she wrote about you, I would question
25 it that I don't know where she's getting her

1 information from.

2 (PLF. EXH. Astorino-8, Caption of
3 Lawsuit - 1 page, was marked for
4 identification.)

5 BY MR. JARMUTH:

6 Q. I'm showing the witness a document titled,
7 United States District Court for the Western
8 District of Pennsylvania, Case 00-2031.

9 Who is the plaintiff in that case?

10 A. Ronald Jarmuth.

11 Q. Who is the defendant in that case?

12 A. Katie -- oh, James Frinzi, Katie Waters and
13 Todd Begg.

14 Q. Could you please read the filing statement
15 I'm pointing to.

16 A. Filed on behalf of plaintiff.

17 Q. By?

18 A. Oh, by Joseph J. Schwerha.

19 Q. Does it appear I was pro se in that case?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE WITNESS: No.

23 BY MR. JARMUTH:

24 Q. Turning to the first page of the top page
25 titled, List of lawsuits associated with Ronald E.

1 Jarmuth, can you please read item number three.

2 A. Ronald Jarmuth versus Tara Patterson,
3 Esquire.

4 Q. From what was written in the letter, was
5 this a case?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE WITNESS: No.

9 BY MR. JARMUTH:

10 Q. What understanding did they give you about
11 whether or not every one of these was a case?

12 MS. GOLDING: Object to the form of the
13 question.

14 THE WITNESS: It's not something --
15 something about -- it's not right.

16 BY MR. JARMUTH:

17 Q. Could you please read the title.

18 A. List of lawsuits associated with Ronald
19 Jarmuth.

20 Q. Based upon that, was this a lawsuit?

21 MS. GOLDING: Object to the form of the
22 question.

23 THE WITNESS: Based on the heading of
24 this, yes.

25 BY MR. JARMUTH:

1 Q. Who was the defendant?

2 MS. GOLDING: Object to the form of the
3 question.

4 THE WITNESS: The defendant is Tara
5 Patterson, Esquire.

6 MS. GOLDING: Did you mean to hit the
7 table so hard, Mr. Jarmuth, or was that for
8 a special effect? Mr. Jarmuth, did you mean
9 to hit the table so hard? I guess he's not
10 going to answer.

11 Did you want the court reporter to mark
12 this?

13 MR. JARMUTH: Please mark one of these
14 as exhibits, please.

15 (PLF. EXH. Astorino-9, Civil Docket for
16 Case 1:04-CV-00063-IMK-JSK - 3 pages,
17 was marked for identification.)

18 BY MR. JARMUTH:

19 Q. I'm showing the witness a docket sheet of
20 parties in the Northern District of West Virginia,
21 Case 1:04-CV-00063-IMK-JSK. Turning to page one,
22 who is the plaintiff?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE WITNESS: Ronald Jarmuth.

1 BY MR. JARMUTH:

2 Q. Do you see a defendant there?

3 A. Kathleen R. Waters.

4 Q. Do you see another defendant?

5 MS. GOLDING: I'm going to object to
6 any information that you are trying to
7 solicit from this witness with regard to
8 Exhibit No. 9.

9 THE WITNESS: James Frinzi.

10 BY MR. JARMUTH:

11 Q. Is Tara Patterson one of those listed
12 witnesses?

13 MS. GOLDING: Object to the form of the
14 question.

15 THE WITNESS: She's listed as a
16 defendant.

17 BY MR. JARMUTH:

18 Q. Do you see Tara Patterson on page one?

19 MS. GOLDING: Object to the form of the
20 question.

21 THE WITNESS: Tara Patterson, no, I
22 don't see her.

23 BY MR. JARMUTH:

24 Q. Turning to page three of that docket
25 sheet --

1 MS. GOLDING: Please don't point out,
2 Mr. Jarmuth, don't point to the witness
3 where you want him to answer the questions.
4 If you would just move away from him and
5 just ask your questions properly without
6 trying to point him answers.

7 BY MR. JARMUTH:

8 Q. Looking at that sheet, under the second line
9 marked, interested party, what does it write?

10 MS. GOLDING: Object to the form of the
11 question.

12 THE WITNESS: Pennsylvania State Police
13 represented by Tara L. Patterson, lead
14 attorney, attorney to be noticed.

15 BY MR. JARMUTH:

16 Q. Was she a defendant?

17 MS. GOLDING: Object to the form of the
18 question.

19 THE WITNESS: No.

20 BY MR. JARMUTH:

21 Q. Were you misinformed by the HOA in their
22 letter?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE WITNESS: Yes.

1 BY MR. JARMUTH:

2 Q. How did it affect your thinking about the
3 matter?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE WITNESS: Again, I question the
7 validity of the McNair attorneys on what
8 they write down.

9 MR. JARMUTH: Please mark this.

10 (PLF. EXH. Astorino-10, Civil Docket
11 and Order for Case 95-CV-400 - 2 pages,
12 was marked for identification.)

13 BY MR. JARMUTH:

14 Q. I'm showing the deponent a document called,
15 US District Court, Eastern District of Virginia,
16 Civil Docket, Case 95-CV-400. Do you see on that
17 page my name?

18 MS. GOLDING: Object to the form of the
19 question.

20 THE WITNESS: Yes.

21 BY MR. JARMUTH:

22 Q. Am I pro se there?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE WITNESS: No.

1 BY MR. JARMUTH:

2 Q. Who was representing me there?

3 MS. GOLDING: Object to the form of the
4 question.

5 And since Mr. Jarmuth is doing that as
6 well, see that where he has pro se in there,
7 his name and pro se?

8 THE WITNESS: Right here.

9 BY MR. JARMUTH:

10 Q. What role does Richard Parker have there?

11 MS. GOLDING: Object to the form of the
12 question.

13 BY MR. JARMUTH:

14 Q. Do you see the name Richard Parker?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE WITNESS: Yes, I do. Assistant US
18 Attorney.

19 BY MR. JARMUTH:

20 Q. Do you see the name Theron Fuller?

21 MS. GOLDING: Object to the form of the
22 question.

23 THE WITNESS: Yes.

24 BY MR. JARMUTH:

25 Q. Who represents him there?

1 MS. GOLDING: Object to the form of the
2 question.

3 THE WITNESS: Richard Parker.

4 BY MR. JARMUTH:

5 Q. Given that the assistant US attorney was
6 representing me in that case, was I pro se?

7 MS. GOLDING: Object to the form of the
8 question.

9 THE WITNESS: No.

10 BY MR. JARMUTH:

11 Q. Turning to the next page, same case, could
12 you read the portion beginning with the word,
13 Ordered.

14 A. Ordered that, one, the claims against
15 defendant Fuller are dismissed without prejudice;
16 two, claims against defendant Jarmuth are dismissed
17 without prejudice. This action --

18 Q. Could you read that again.

19 A. The claims against defendant Jarmuth are
20 dismissed with prejudice. This action is dismissed
21 in its entirety.

22 Q. Did the HOA accurately describe our case
23 with Weiss?

24 MS. GOLDING: Object to the form.

25 THE WITNESS: No.

1 BY MR. JARMUTH:

2 Q. How did the HOA describe our case with
3 Weiss?

4 MS. GOLDING: Object to the form of the
5 question.

6 BY MR. JARMUTH:

7 Q. How did they describe the outcome of my case
8 with Weiss?

9 MS. GOLDING: Object to the form of the
10 question.

11 THE WITNESS: They indicated that you
12 lost the case.

13 BY MR. JARMUTH:

14 Q. Did I win the case?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE WITNESS: Yes.

18 BY MR. JARMUTH:

19 Q. If at the time the letter came out you had
20 known about the details of the case, how would that
21 have affected your thinking regarding the board of
22 directors?

23 MS. GOLDING: Object to the form of the
24 question.

25 THE WITNESS: I would question what

1 their motive was.

2 BY MR. JARMUTH:

3 Q. Could you read the title of case number ten.

4 A. Jarmuth versus Frinzi.

5 Q. Who is the defendant there?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE WITNESS: Frinzi.

9 BY MR. JARMUTH:

10 Q. Could you read the first sentence in the
11 description.

12 A. Legal action -- excuse me -- legal action by
13 Jarmuth in which he alleged defamation by some of
14 his co-employees at the FBI. He also alleged that
15 the defamation led to the termination of his
16 employment with the FBI.

17 Q. Based upon that text you've read which was
18 written by the HOA, on behalf of the HOA, who did I
19 say defamed me?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE WITNESS: Frinzi.

23 BY MR. JARMUTH:

24 Q. Who did you conclude -- did you conclude
25 that Frinzi was an FBI employee?

1 MS. GOLDING: Object to the form of the
2 question.

3 THE WITNESS: Yes, I did.

4 BY MR. JARMUTH:

5 Q. And why did you have that conclusion?

6 MS. GOLDING: Object to the form of the
7 question.

8 THE WITNESS: The way it's written,
9 it's -- he's listed on the -- he's listed in
10 the suit.

11 BY MR. JARMUTH:

12 Q. How would it have affected your belief in
13 their credibility if you thought that Frinzi was
14 never an FBI employee?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE WITNESS: Again, it goes back to
18 the one who wrote this up really needs to be
19 questioned for wrongful information.

20 BY MR. JARMUTH:

21 Q. Is it your belief you were misled?

22 MS. GOLDING: Object to the form of the
23 question.

24 THE WITNESS: Absolutely.

25 BY MR. JARMUTH:

1 Q. In looking at that case, was it more
2 important or less important that Frinzi would or
3 would not have been an FBI employee?

4 MS. GOLDING: Object to the form of the
5 question.

6 THE WITNESS: It would have been
7 important to know if he was or not.

8 MS. GOLDING: According to my clock,
9 you have maybe four minutes left. Judge
10 Jones said you had an hour to ask him
11 questions, and I still have, of course,
12 questions to ask this witness.

13 Do you understand that, Mr. Jarmuth?

14 MR. JARMUTH: Yes.

15 MS. GOLDING: Okay.

16 BY MR. JARMUTH:

17 Q. Did they say in that thing that I had been
18 fired by the FBI?

19 MS. GOLDING: Object to the form of the
20 question.

21 THE WITNESS: Yes.

22 MR. JARMUTH: Marked as an exhibit
23 document.

24 (PLF. EXH. Astorino-11, Employee Info
25 dated 1/23/06, was marked for

1 identification.)

2 BY MR. JARMUTH:

3 Q. Could you please count down to number 14 on
4 that list. And could you please read, if you can,
5 possibly what it says there.

6 MS. GOLDING: I'm going to object to
7 you soliciting any information from this
8 witness on Exhibit No. 11.

9 THE WITNESS: Looks like
10 International -- International Club, I can't
11 make out the rest.

12 BY MR. JARMUTH:

13 Q. Let me rephrase the question. To the best
14 of your knowledge, did the board of directors give
15 me any opportunity to answer their letter?

16 MS. GOLDING: Object to the form of the
17 question.

18 THE WITNESS: No.

19 BY MR. JARMUTH:

20 Q. If you learned that I was not terminated
21 from the FBI but in fact was given a performance
22 bonus, how important would that have been in
23 evaluating the letter?

24 MS. GOLDING: Object to the form of the
25 question.

1 THE WITNESS: Very important.

2 MR. JARMUTH: I guess I'm out of time.

3 MS. GOLDING: I've got you just as
4 taking an hour. Okay, are you finished?

5 BY MS. GOLDING:

6 Q. Mr. Astorino, you drove Mr. Jarmuth to this
7 deposition today; did you not?

8 A. No.

9 Q. You did not. Didn't y'all ride together?

10 A. Yeah.

11 Q. Okay. Who --

12 A. I didn't drive him.

13 Q. Who drove?

14 A. His wife.

15 Q. Okay. But y'all rode together to come here
16 for this deposition today; is that correct?

17 A. Yes.

18 Q. Okay. And do you have a subpoena to appear
19 here today?

20 A. No.

21 Q. You weren't issued a subpoena requiring you
22 to attend today; were you?

23 A. No.

24 Q. So you came here today voluntarily and
25 freely; is that correct?

1 A. That's correct.

2 Q. Okay. Now, Mr. Astorino, my understanding
3 is that you had a well constructed on your property
4 at some point in time?

5 MR. JARMUTH: Objection, no foundation.

6 BY MS. GOLDING:

7 Q. Did you have a well constructed on your
8 property at some time in International Club?

9 A. Yes, I did.

10 Q. Okay. When did you have that well
11 constructed?

12 MR. JARMUTH: Objection, no foundation.

13 THE WITNESS: 2008.

14 BY MS. GOLDING:

15 Q. And prior to constructing that well, it's my
16 understanding you had not obtained a permit from
17 the architectural review board; had you?

18 MR. JARMUTH: Objection to the form of
19 the question. No foundation.

20 THE WITNESS: They were given my
21 approval. These board people, they gave me
22 an approval to do it, that and planting two
23 fig trees.

24 BY MS. GOLDING:

25 Q. But initially you did not have the approval?

1 A. Yes, I did.

2 Q. Okay. So at one point in time once you
3 started construction of the well, you did obtain
4 approval; is that correct?

5 A. You're wrong.

6 Q. How am I wrong?

7 A. I had -- I submitted --

8 MR. JARMUTH: Argumentative.

9 Objection, argumentative.

10 BY MS. GOLDING:

11 Q. How am I wrong?

12 A. I submitted the paperwork for approval to
13 put in a well pump and two fig trees. It was
14 approved, and then I put it in.

15 Q. Now, with that well pump, that permission,
16 were you also required to put a cover over the well
17 pump?

18 A. No.

19 MR. JARMUTH: Objection. No
20 foundation.

21 BY MS. GOLDING:

22 Q. Have you put a screening around the well
23 pump?

24 A. No.

25 Q. And why not?

1 A. Because it wasn't required.

2 MR. JARMUTH: Objection to the form of
3 the question.

4 THE WITNESS: It wasn't -- it wasn't
5 asked for me to do on the response of me
6 putting it in.

7 BY MS. GOLDING:

8 Q. And did you plant the two fig trees?

9 A. No.

10 Q. Why not?

11 A. Because we wanted to see how the first one
12 would take first.

13 Q. Okay. And have you gone back to the ARB and
14 revised your application to remove the planting of
15 the two fig trees --

16 MR. JARMUTH: Objection, immaterial and
17 irrelevant and no foundation. It has
18 nothing to do with the case.

19 THE WITNESS: No. I don't know that
20 there was a requirement to do so.

21 BY MS. GOLDING:

22 Q. Okay. And do you at any time plan to plant
23 the two fig trees?

24 MR. JARMUTH: Calls for speculation.

25 Objection. You don't have to answer that.

1 Calls for speculation.

2 BY MS. GOLDING:

3 Q. Do you plan to plant the two fig trees?

4 MR. JARMUTH: Calls for speculation.

5 THE WITNESS: Well, I don't know yet.

6 BY MS. GOLDING:

7 Q. Okay.

8 A. I don't know.

9 Q. Currently you don't have any plans to
10 plant the two fig --

11 MR. JARMUTH: Calls for speculation.

12 THE WITNESS: I don't know yet.

13 BY MS. GOLDING:

14 Q. Okay.

15 A. I've been so tied up with medical issues
16 going back and forth to New York, I don't have a
17 lot of time.

18 Q. My question was do you currently have plans
19 to plant the two fig trees?

20 MR. JARMUTH: Objection, calls for
21 speculation.

22 THE WITNESS: I don't know yet. One of
23 them is planted.

24 BY MS. GOLDING:

25 Q. Okay. So one tree is planted, but the other

1 one is not?

2 A. Yeah. We wanted to see how it was --

3 MR. JARMUTH: Asked and answered.

4 BY MS. GOLDING:

5 Q. With respect to maintaining your yard, how
6 often do you mow your yard?

7 MR. JARMUTH: Objection. No
8 foundation, irrelevant and immaterial.

9 THE WITNESS: When I -- when the grass
10 gets high.

11 BY MS. GOLDING:

12 Q. Okay. So you don't mow your lawn once a
13 week; do you?

14 A. Why?

15 Q. I'm asking you the question. Do you mow
16 your lawn --

17 A. I'm asking you why.

18 MR. JARMUTH: Objection, calls for
19 speculation.

20 BY MS. GOLDING:

21 Q. You don't get to ask questions, only I do.
22 So it's a fair statement, then, you do not mow your
23 lawn weekly?

24 A. I mow it when it needs it.

25 MR. JARMUTH: Improper form of the

1 question.

2 BY MS. GOLDING:

3 Q. I'm sorry, I didn't hear that.

4 A. I mow it when it needs to be cut.

5 Q. Okay. And do you edge your garden beds?

6 A. Sometimes.

7 Q. Okay. Do you edge the garden beds

8 regularly?

9 A. Yes. My wife does that.

10 Q. Okay. And how often does she edge the

11 garden beds?

12 MR. JARMUTH: Calls for speculation,

13 it's now a personal question.

14 THE WITNESS: When we come around.

15 BY MS. THOMPSON:

16 Q. I'm sorry, I didn't hear you.

17 A. When we're around we do it. We're not here

18 all the time.

19 MR. JARMUTH: Objection. Calls for the

20 action -- the statement of the action of

21 someone else.

22 BY MS. GOLDING:

23 Q. Okay. And when you say you're not here all

24 the time, that's because you're up in New York?

25 A. That's right.

1 Q. Okay. With respect to mulch or pine straw
2 in the garden beds, when was the last time you had
3 mulch or pine straw put in your garden beds?

4 A. Last fall --

5 MR. JARMUTH: Objection, immaterial.

6 THE WITNESS: Last fall I did it in the
7 front.

8 BY MS. GOLDING:

9 Q. Was that last fall of 2011?

10 A. Yes.

11 Q. Okay. Did you do it any in the back yard?

12 MR. JARMUTH: Objection, calls for
13 speculation, immaterial, has nothing to do
14 with this case. And it's fishing.

15 THE WITNESS: Put some in the back.

16 BY MS. GOLDING:

17 Q. Okay. When did you put some pine straw
18 mulch in the back yard?

19 A. Yesterday.

20 Q. Okay. Before yesterday, when did you do it?

21 A. I just covered up stuff. We dig and we turn
22 the dirt over.

23 Q. Now, with respect to your house, you have
24 some shutters on the outside of your house?

25 A. Yeah.

1 Q. Okay. And one of the shutters is hanging
2 off your house?

3 A. Was hanging off the house, yes.

4 Q. Has that been corrected?

5 A. Was, I said it was.

6 MR. JARMUTH: Immaterial, objection.

7 BY MS. GOLDING:

8 Q. When was that corrected?

9 MR. JARMUTH: Immaterial, no
10 foundation.

11 THE WITNESS: When I got back from New
12 York the last time.

13 BY MS. GOLDING:

14 Q. And when was that?

15 A. About a month ago.

16 Q. Okay. So within the last month you fixed
17 the shutter that was hanging off your house?

18 A. Yeah.

19 Q. Did that shutter, had it fallen off?

20 A. Yes, it did.

21 Q. Okay.

22 A. Or somebody knocked it off when I wasn't
23 around.

24 Q. Okay. When was the last time you power
25 washed your siding on your house?

1 A. Yesterday.

2 Q. Before that when did you power wash the
3 siding?

4 A. Year ago.

5 Q. Okay.

6 A. Year and a half ago.

7 Q. Would you agree before you power washed the
8 siding yesterday that there was visible dirt and
9 mildew on the siding of your house?

10 MR. JARMUTH: Immaterial. Calls for an
11 inclusion --

12 THE WITNESS: I don't examine the house
13 that much.

14 MR. JARMUTH: -- for which he has no
15 expertise.

16 BY MS. GOLDING:

17 Q. You will agree that the International Club
18 restrictions that are set forth in the declarations
19 require you to maintain your house, the exterior of
20 your house, in good condition?

21 MR. JARMUTH: Objection. Calls for a
22 legal conclusion.

23 THE WITNESS: It's not specifically
24 defined exactly what is what.

25 BY MS. GOLDING:

1 Q. Okay. But you will agree that you are
2 required to maintain your house, the exterior of
3 your house, in decent condition?

4 A. And I do.

5 Q. Okay. And with respect the architectural
6 review board, have you received complaints from
7 that board with respect to the exterior of the home
8 and the condition of the exterior of your home?

9 A. Yeah.

10 MR. JARMUTH: Objection, calls for --
11 will you please wait until I have a chance
12 to object. It's immaterial and irrelevant,
13 and there's no foundation.

14 BY MS. GOLDING:

15 Q. Now, with respect to your driveway, do you
16 store lawnmowers, truck parts and the like on your
17 driveway?

18 MR. JARMUTH: Same objection.

19 THE WITNESS: You got to ask them one
20 at a time.

21 BY MS. GOLDING:

22 Q. Okay, sure. Do you store lawnmowers or have
23 lawnmowers parked on your driveway at International
24 Club?

25 A. When I'm cutting the grass, yeah, I park it

1 to go for a glass of water or something.

2 Q. Okay. When you're not cutting the grass,
3 where do you store or park your lawnmower?

4 A. In the garage.

5 Q. Okay. How about truck parts, do you have
6 any truck parts that are situated --

7 MR. JARMUTH: Objection. Immaterial --

8 THE WITNESS: No.

9 MR. JARMUTH: -- and no foundation.

10 BY MS. GOLDING:

11 Q. Okay. Do you have any truck parts that are
12 situated on your driveway?

13 A. No.

14 Q. Okay. What is the purpose, what do you use
15 the garage for, the purposes --

16 MR. JARMUTH: Objection, immaterial.

17 THE WITNESS: I got my cars in them.

18 BY MS. GOLDING:

19 Q. Okay. Would you agree that the covenants at
20 International Club prohibit storing items outside
21 of your garage?

22 MR. JARMUTH: Objection. Calls for a
23 legal conclusion.

24 THE WITNESS: Yes.

25 BY MS. GOLDING:

1 Q. Okay.

2 MR. JARMUTH: I have to interpose an
3 general interjection to the line of
4 questions. Mr. Astorino is represented by
5 counsel in a separate lawsuit with the HOA,
6 and she's attempting to depose him in the
7 other case without the presence of his
8 attorney, which he's entitled to have.

9 And she's required to notice the
10 deposition on the other case, which she has
11 not done so.

12 MS. GOLDING: Thank you.

13 (The deposition concluded at
14 approximately 3:05 p.m.)

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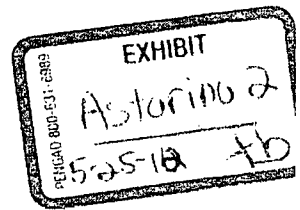
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FIFTH ANNUAL MEMBERS' MEETING

SEPTEMBER 17, 2008

MINUTES



The Fifth Annual Members' Meeting of the International Club Homeowners Association, Inc was called to order at 7:00 P.M., Wednesday, September 17, 2008 at the St. James Middle School Auditorium, located at 9775 Saint James Road, Surfside Beach, SC.

Prior to the Opening of the Meeting, Al Jordan, President of the Burgess Community Association spoke briefly regarding issues relative to communities within the Burgess area. Mr. Jordan reviewed the proposed hurricane evacuation route and the potential impact on the Burgess community. Pamphlets were available as you entered the auditorium.

I. Opening Comments and Introductions:

Rosemary Toth, President of the International Club Board of Directors, opened the meeting by welcoming those in attendance. Ms. Toth then introduced other members of the Board as Reggie Corfield, Vice President, Bill Jacques, Secretary Treasurer and Pat Ehlen Director at Large. Ms. Toth recognized Frank Advensky, one of the initial members of the Board who had to resign prior to the end of his term. She also introduced the candidates at the other table as Ron Jarmuth, Pat Ehlen (encumbent)(sic), Mike Templeton, and George Oldroyd. She reported that Mr. James Curl and Maureen Sullivan were not able to attend the meeting. Ms Toth then introduced Beckie Abel, Association Manager, Julie Case, Assistant Manager and thanked K.A. Diehl staff who assisted in the sign in, all of K. A. Diehi & Associates, Inc. Also, Ms. Toth recognized Nick Diez, whose company performed the audit review of the associations financial statements for 2007, copies of which were available at the meeting.

H. Opening Remarks:

The President formally called the meeting to order and stated that in accordance with Article I, Section 2, of the Association By-laws, on annual meetings states: Annual members' meeting shall be held on the second Saturday in March of each year or The first meeting of the voting members whether a regular or special meeting shall be held 2 years from the date of incorporation of the Association. Subsequent regular meetings shall be held at a date and time as set by the Board of Directors. This meeting will be recorded as the Fifth Annual Members Meeting. Rosemary Toth stated *that she* would serve as Chairman of the meeting and Julie Case would serve as recording Secretary of the meeting.

Chairman Toth stated that Ms. Abel has been appointed Agent and Proxy for those members of the Association not present at the meeting for quorum purposes only on behalf of those members *of the* Association not present at this meeting.

The Chairman stated that those members in attendance who had not yet signed in do so at this time. The Chairman requested that *all* members of the Association identify themselves by last name and lot number prior to commenting on the

business of the meeting or making motions relative to the business of meeting for the benefit of the record. The Chairman further requested the Membership to withhold all comments pertaining to the operation of the Association, buildings, landscape, maintenance and other items until New **Business and Members' Comment is reached when a full and meaningful discussion can be held.**

III. Examination of Proof of Mailing:

The Chairman received and examined the Proof of Mailing of the Notice of the Fifth Annual Members' Meeting and noted that the Proof of Mailing along with a sample of the notice was in good order and would be filed with the official records of this meeting.

IV. Roll Call / Quorum Certification:

Chairman Toth requested Ms. Abel report on the roll call check in process and certification of the quorum. Ms. Abel announced that 41.33% of persons were present by proxy and 15.04% present in person for a total of 56.38% which meets the quorum requirements of 25% successfully conduct the meeting in accordance with the By-Laws of the Association.

V. Approval of Minutes.

The Chairman requested that *the* Secretary read the minutes of the Fourth Annual Members' Meeting, unless there was a motion and a second to waive the reading of the minutes and approve them as written. **NEED THE PEOPLE WHO MADE AND SECONDED THE MOTION HERE!**

VI. Election of Directors:

Ms. Toth stated that the primary purpose of the Annual Members' Meeting is to allow the Membership to elect the Directors of the Association. She reported that there are two seats that will be expired at the end of this meeting.

Chairman Toth then opened the floor for additional nominations, With no additional nominations from the floor, a motion was made to close the nominations.

Motion Made by: John Bianchi
Seconded by: Barry Kuhn
Vote: Passed Unanimously

With that, Chairman Toth again announced the candidates for the seats as: Keith Clark 117

Seville Drive

James Curl
Patrick Ehlen

630 Locke Court
157 Seville Drive

Ronald Jarmuth
George Oldroyd
Maurcen Sullivan
Mike Templeton

249 Pickering Drive
1105 Worchester Court
104 Madrid Drive
826 Castle Bridge Drive

At that point, the Chairman asked for a volunteer to oversee the counting

VII. Annual Reports:

The Chairman noted the formal order of business of the Annual Meeting allows for certain reports to be made.

A. Board Report

Chairman Toth spoke briefly on the actions of the past year.

B. Building and Grounds -- Mike Templeton:

Mr. Templeton introduced the members of his committee and recognized them for their contribution and hard work during the past year. He reported that the committee met quite often and reviewed areas of landscape contract as well as assist in recommending a

contractor to the Board. He indicated that several members had taken on several issues with the amenity center and provide much needed input to the Board,

C. Financial - fill Fletcher:

Reggie Corfield gave the report in place of Mr. Fletcher. He introduced the members of the committee and thanked all the members for their contribution to the Association. He shared the financial status of the Association reporting that they are in sound financial shape.

D. Communication -- Deb Sherman:

Ms. Sherman asked that the membership register their e-mail address on the community website in order to better the communication throughout the community. She then updated the membership on contact information for upcoming events and information.

E. Bob Buller:

Bob Buller briefly updated the current status of the Golf Course Committee and introduced the members.

F. Pool = Joe Harry:

Mr. Harry informed everyone that the pool will be closing on October 31, 2008. He then shared the recent repairs made to the pool and chemical maintenance program that has been put into place. Joe introduced other members of the committee and thanked all for their time and effort this season.

Social -- Sandy Friedman

Ms. Friedman updated the membership on all the upcoming events and etc.

H. Welcome -- June Lee:

Town. T~Anflnrknnienn1,, nn hnh.ly of hma I as onel reported. nn +hp functions n-' the
Welcoming Committee. She shared the process taken when new members move into the community and brought a sample welcome basket, showing all the items brought to new members on the visit. She then introduced and

thanked all the members of the committee.

1. Financial Report - Beckie Abel:

Ms. Abel briefly reviewed the annual audit review provided to each owner upon entering. She asked that if owners had questions to please contact her office and she would put them in touch with Nick Diez, owner of Nick Diez, CPA firm who provided the report.

VIII. Excess Income Motion:

Beckie Abel stated that in order for the Association to maintain its "not for profit" status, a resolution must be read and approved annually by the membership. She went on to read, "The International Club Homeowners Association, Inc. is a South Carolina Corporation duly organized and existing under the laws of the State of South Carolina. The members desire that the corporation shall act in full accordance with ruling and regulations of the Internal Revenue Service, that any excess of the membership income over expenses, for the year ended December 31, 2006, as defined in the Internal Revenue Code Section 277, shall be applied against the future expenses, as provided by the IRS Section 528; and further, should the Association have two (2) consecutive years of excess operating revenue over operating expenses, that such calculated surplus in the second year would be transferred to Reserves.

Motion Made By: Larry Sherman
Seconded By: Bill Fletcher

Vote: Passed Unanimously

IX. Old Business:

With there being no old business to discuss, the Chairman then asked if there the votes had been tallied regarding the election. Julie Case reported that after all the votes were tallied, George Oldroyd and Mike Templeton were elected to the Board of Directors. Ms. Toth congratulated the new members and expressed how anxious she was to begin working with them. With that, the meeting was open to member comment.

X. Member Comment:

Carl De Lorenzo -- Lot #2 Asked if the Board is planning on a committee to deal with the upcoming changes with HTC. Bill Freiboth stated that he is working directly with HTC and there will be no need for a committee to be formed.

Dorothy Paton - Lot #L056 asked what the current fine policy is for ARB and regular violations. Beckie explained the violation and fine process to Ms. Paton in detail.

The new members will meet shortly and elect officers. The Chairman congratulated all the new Board members and then thanked the other candidates for their commitment to their community.

IX. Adjournment: With no further business brought forth from the floor.

A motion was made to

adjourn the meeting. Motion
made by:
Seconded by:
Vote:

Charles Roche
Larry Sherman
Passed unanimously

SUBMITTED BY:

Julie Case,

Recording Secretary **APPROVED BY:**

DATE:

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

Ronald Jarmuth,

Plaintiff(s),

vs.

CIVIL ACTION NOS.
2009-CP-26-3596 &
2010-CP-26-11320

International Club HOA, Inc.,
et al.,

Defendant(s).

DEPOSITION OF: LOUIS S. ASTORINO

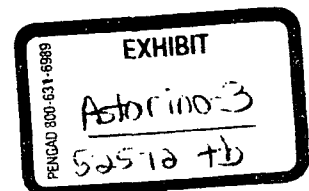
DATE: Tuesday, March 27, 2012

TIME: 9:00 a.m. through 9:49 a.m.

LOCATION: Internation Club Amenity Center
1551 International Club Drive
Murrells Inlet, South Carolina

TAKEN BY: Attorneys for the Plaintiff(s)

COURT REPORTER: MADONNA M. PERKINS
Registered Professional Reporter
Certified Livenote Reporter



1 STIPULATION: It is stipulated by and
 2 among Counsel that this deposition is being
 3 taken in accordance with the South Carolina
 4 Rules of Civil Procedure; and that the
 5 deponent does not waive reading and signing
 6 of this deposition.

7 * * * * *

8 LOUIS S. ASTORINO, being first duly
 9 sworn, testified as follows:

10 MS. GOLDING: Just for the record, I
 11 want to put an objection to Mr. Astorino
 12 being a witness today, in that Mr. Astorino
 13 has not been identified in Plaintiff's
 14 Answers to Interrogatories as a witness, nor
 15 have we been provided any area of
 16 Mr. Astorino's testimony as is required
 17 under the South Carolina Rules of Civil
 18 Procedure.

19 Additionally, prior to the commencement
 20 of this deposition, Mr. Jarmuth was
 21 providing Mr. Astorino advice outside of
 22 this room for the deposition, so Mr. Jarmuth
 23 was engaging in the unlawful practice of
 24 law.

25 THE DEPONENT: Could --

1 A. Yes.

2 MS. GOLDING: Hand this to the court
3 reporter.

4 Mr. Jarmuth, have you finished asking
5 questions on Exhibit Number 1?

6 MR. JARMUTH: Yes.

7 MS. GOLDING: Okay.

8 MR. JARMUTH: This is Exhibit Number 2.

9 (PLF. EXH. 2, 5/28/09 Letter from
10 International Club HOA with
11 Enclosures, was marked for
12 identification.)

13 MR. JARMUTH: Here is your copy.

14 MS. GOLDING: Let me have an
15 opportunity to look at it before you ask him
16 any questions.

17 Mr. Jarmuth, the arrows that are on
18 Exhibit Number 2 on each page, did you put
19 those arrows?

20 MR. JARMUTH: Yes, I did.

21 MS. GOLDING: Okay. So these arrows
22 were not part of the original document?

23 MR. JARMUTH: No, they weren't.

24 MS. GOLDING: Okay. Object to the
25 document based on Mr. Jarmuth's alteration

1 of the document.

2 BY MR. JARMUTH:

3 Q. Mr. Astorino --

4 A. Yes, sir.

5 Q. -- looking at the second page of this
6 exhibit, did you, in 2009, receive anything like
7 this?

8 A. I don't recall, no.

9 Q. Looking at the entire package, excluding
10 number -- the first page, to whom did this material
11 refer?

12 A. To the International Club owners. And...

13 Q. Is there any individual -- can you please
14 name the individual who this was talking about?

15 MS. GOLDING: Object to the form of the
16 question.

17 THE DEPONENT: Yes. You, Ron.

18 BY MR. JARMUTH:

19 Q. How did you receive a copy of this?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE DEPONENT: I would, at that time,
23 be always getting mail, if I got it. I
24 don't recall this letter.

25 BY MR. JARMUTH:

1 Q. Based upon -- is this envelope basically
2 substantially identical to the one you received --

3 MS. GOLDING: Object to the form of the
4 question.

5 BY MR. JARMUTH:

6 Q. -- except for the name and the address?

7 MS. GOLDING: Object to the form of the
8 question.

9 THE DEPONENT: I don't recall getting
10 an envelope as such.

11 BY MR. JARMUTH:

12 Q. Did you receive this material by mail?

13 MS. GOLDING: Object to the form of the
14 question.

15 THE DEPONENT: At the time, if I did,
16 it would have been only by mail. I didn't
17 have a computer.

18 BY MR. JARMUTH:

19 Q. How did you receive this material?

20 MS. GOLDING: Object to the form of the
21 question.

22 THE DEPONENT: It would have been by
23 mail.

24 BY MR. JARMUTH:

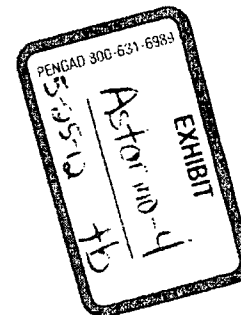
25 Q. Was it that you actually received this

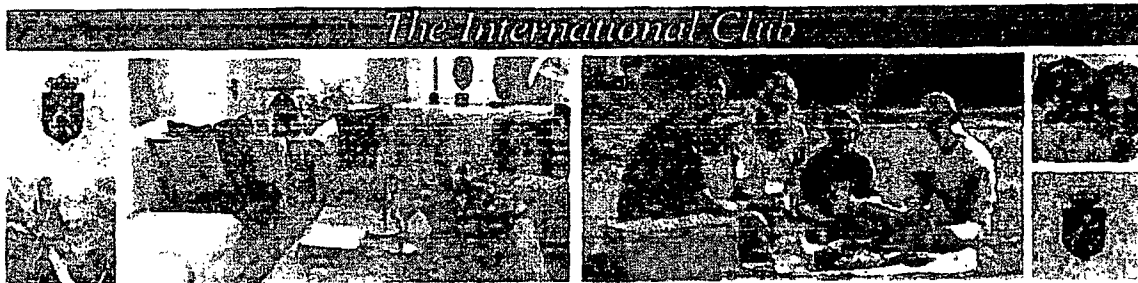
International Club Homeowners Association Inc
11740 Hwy 17 Bypass South
Murrells Inlet, SC 29576

PRSR 1st Class
US POSTAGE PAID
Permit #27
Murrells Inlet SC 29576



5-DIGIT 29576
RONALD E. JARMUTH
249 PICKERING DR
MURRELLS INLET SC 29576 7563





May 28, 2009

Dear International Club Owners,

Please find for your consideration, a letter from the Association's appointed attorney provided as an update to the Board of Directors. Hopefully, this information will answer the many questions that we have been asked and to date, have not been able to answer. We wanted to make sure that the membership gets the correct information on this matter and begin to dispel some of the speculation that has been started throughout our community.

Please feel free to contact us through the web with questions and/or comments on this material. Thanks for your patience and understanding during these times.

You can stay informed with updates that will be posted to the website. Simply go to www.KADiehl.com and sign up. You will receive email updates as this lawsuit progresses. If you need help signing in you can contact Julie Case at julie.case@kadiehl.com or you can call her direct at 843-652-2164.

FOR THE BOARD OF DIRECTORS

Beckie Abel

Senior Community Manager

K A Diehl & Associates

beckie.abel@kadiehl.com

843-652-2163

843-652-2183 fax

Enclosures Attorney letter to International Club Directors
List of associated lawsuits with Ronald Jarmuth
Jarmuth vs. Cox
Jarmuth vs. Fenza
Jarmuth vs. Reynolds
Jarmuth vs. Weiss

Henrietta U. Golding

hgolding@mcnair.net
T (843) 444-1107
F (843) 444-4729

May 27, 2009

523

VIA EMAIL COMMUNICATION ONLY

Rosemary Toth, President
The International Club
rtoth@sccoast.net

William Jacques, Vice President
The International Club
willj@sccoast.net

Ed Courtney, Secretary/Treasurer
The International Club
edcourtney@sccoast.net

Maureen Sullivan
The International Club
momo8083@aol.com

Mike Templeton, Member at Large
The International Club
mt5470@sccoast.net

RE: Ronald E. Jarmuth v. The International Club HOA and
Rosemary Toth
Civil Action No.: 2009-CP-26-359
Our file no.: 051490.00001

Dear Directors:

I have reviewed, and I am in the process of obtaining information as to Ronald Jarmuth's (hereinafter Jarmuth) claims against the The International Club Homeowners Association (hereinafter HOA) and personally against its President, Rosemary Toth. Please accept this as a brief listing of Jarmuth's major claims in this lawsuit together with an assessment based on the information that I have reviewed thus far. I did not attempt to address each of Jarmuth's allegations of supposed wrongdoing, only those that appear to be his major claims.

Jarmuth's complaint consist of approximately 69 pages. Most lawsuits

McNair Law Firm, P. A.
Founders Centre
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Myrtle Beach, SC 29577

Mailing Address
Post Office Box 336
Myrtle Beach, SC 29578

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filed in Horry County contain far less than 69 pages. I believe one reason for the length of the complaint is the fact that Jarmuth repeats his contentions of alleged wrongs. Also Jarmuth is pro se meaning that he does not have an attorney, most attorneys would not have structured the complaint as Jarmuth had in this action. From information obtained on the internet, this lawsuit maybe at least the 14th complaint/petition he has filed in which he is pro se.

A. The following appear to be the major issues Jarmuth asserts:

1. Whether the Declaration of Covenants and Restrictions for the International Club are null, void and unenforceable.

First of all, I am surprised that any Member of this community would ever suggest the possibility that the Declaration is invalid. The practical effect of a Court Order declaring that the Declaration is void and unenforceable would be the likelihood of possible depreciation of property values and chaos in the community.

Even though Jarmuth has raised the issue of invalidity of the Declaration, under South Carolina law, Covenants and Restrictions are not declared null and void and unenforceable unless there has been a drastic change in the development scheme and the purpose for the covenants and restrictions no longer exists. From my cursory review of the properties subject to the Declaration, it is highly unlikely that any Court would rule that the Declaration is invalid and unenforceable.

Also, Jarmuth contends that the Developer's Agreement dated May 16, 2003 obviates that Declaration, but this is not correct either. The release language Jarmuth relies upon in the Developer's Agreement is inapplicable to the Declaration.

2. The owners of real property in Pebble Creek have been deprived of their equitable interest in the amenity center.

It is my understanding that Pebble Creek owners have use of the recreational amenity center therefore, there is no basis for the contention that they have been deprived of their rights. Jarmuth alleges that the owners at Pebble Creek have equitable ownership interest in the amenity center independent of the HOA and he apparently believes that the Pebble Creek owners should have a direct say-so with respect to the amenity center in addition to the HOA.. Remember, the recreational amenities are common areas owned by the HOA and no unit owner within the International Club community has an individual ownership interest in the amenity center.

May 27, 2009


Page 5

a Plaintiff in at least thirteen (13) different claims/lawsuits (not counting this lawsuit) and it appears that he was *pro se* in each one. It also appears that he was not ultimately successful in any of the thirteen (13) lawsuits. At this point, I am trying to gather additional information with respect to not only these thirteen (13) lawsuits, but also any additional lawsuits in which he was a plaintiff/petitioner. There may be more lawsuits, but they are not readily available either on the internet or, through West Law. Attached is a list of his complaints/petitions which information was obtained from the internet and Westlaw.

I anticipate that discovery will continue for a least the next nine (9) to twelve (12) months, then the case will be placed on the trial roster. Once the case is placed on the trial roster, it is difficult to predict when it will be called to trial. Ideally, the case should be called for trial within fifteen (15) to eighteen (18) months after the complaint is filed. I also anticipate that Jarmuth may file a number of motions in this case for, I noticed that the Appellate Court, in one of the lawsuits that Jarmuth brought, stated that there existed a "myriad of procedural issues".

If you have any questions, please give me a call.

Yours truly,


Henrietta U. Golding

HUG/ck

cc: Beckie Abel

Enclosures

LIST OF LAWSUITS ASSOCIATED WITH RONALD E. JARMUTH

1. **Ronald E. Jarmuth v. Kathleen R. Waters and James M. Frinzi;**
Civil Action #1:04cv63 – action claiming defamation and violations of the Pennsylvania Wiretap Statute.
220 Fed. Appx 228, 2007 WL 685175, C.A.4 (W.Va) 3/7/07 No. 06-1908
149 Fed. App. 139, 2005 WL 2108134, C.A. 4 (W.Va) 9/1/05 (05-1464)
2005 WL 5715172 N.D.W.Va 3/31/05 (1:04CV63)

Fourth Circuit confirms dismissal of all Jarmuth's claims.
2. **Ronald E. Jarmuth and Angela Frinzi v. Dr. Brian Krolczyk in his Capacity of Acting Director of Clinical Services for Valley Community Mental, The Valley Comprehensive Community Mental Health Center, Inc. and the Monogalia County Board of Education**

2006 WL 4730263, N.D. W.Va 7/25/06 CA#1:04CV64
543 US 870, 125 S.Ct. 89 (Mem) 2004 WL 2069559, 160 L.Ed 2d 117, 73 USLW 9192, 73 USLW 3210, 73 USLW 3075, U.S. W.Va 10/4/04 (#04-30)
3. **Jarmuth v. Tara Patterson, Esquire**
4. **Jarmuth v. Janet Reno, U.S. Attorney General** – Civil Action #: 96-188 (D.D.C.)
5. **Ronald E. Jarmuth and Angela J. Jarmuth v. Jeffrey J. Culpepper individually and in his capacity as Family Law Master & Judge, et al.**
547 US 1148, 126 S.Ct 2293 (Mem) 2006 WL 703670, 164 L.Ed 2d 814, 74 USLW 3544, 74 USLW 3652, 74 USLW 3653, U.S. 5/22/06 (#05-1196)
148 Fed. Appx 188, 2005 W. 2901900, CA 4 (W.Va 11/4/05 (#05-1465))

The Jarmuths filed a complaint alleging their civil rights were violated. The complaint was dismissed by the District Court and the dismissal was affirmed by 4th Circuit Court of Appeals.
6. **Jarmuth v. Natiliz McLemore** Civil Action #: 93-MISC-293 (D.D.C.)
7. **Jarmuth v. Kevin Cox, MC.** (Virginia) 278 Fed. Appx. 246, 2008 WL 2076384 C.A. 4(W.Va) May 16, 2008 (No. 07-2009)

Jarmuth, while a federal employee, filed notice that he intended to seek compensation for work related injury. He was directed to see Dr. Cox for evaluation. In lawsuit, Jarmuth sought to prevent the release of his medical records, and a directive to destroy the records. Jarmuth's lawsuit was dismissed by the Court which dismissal was affirmed on appeal. Attached is a copy of the appellate Court's decision.

8. **Jarmuth v. Verizon West Virginia, Inc.** Case #: 04-1546-T-C
Complaint filed by Jarmuth was dismissed. Commission found no basis for Jarmuth's complaint that he was given a party line rather than a single line.
9. **Jarmuth v. Charles Schwab & Co.** (Civil Action No.: 03-80-1)
100 Fed. Appx 207, 2004 WL 136600, CA4 (W.Va) decided 6/16/2004 (No. 04-1394)
Lower Court granted judgment for Charles Schwab and Court of Appeals affirmed.
10. **Jarmuth v. Frinzi**: 94 Fed. Appx 969 (Table), 2004 WL 737027, CA3(PA) 3/24/04 (no. 02-2630)
- 2006 WL 4730263 (n.D.W.Va) 7/25/2006
Legal action by Jarmuth in which he alleged defamation by some of his co-employees at the FBI. He also alleged that their defamation led to the termination of his employment with the FBI for on 4/21/01. Attached is a copy of the appellate Court's decision.
11. **Ronald E. Jarmuth v. Erin Reynolds, Chairman Creditor's Committee, et al.**
Appelles No. 97-7192, 97-7214. 7/10/1998
172 F.3d 919
Appeal from Bankruptcy Court's denial of Jarmuth's petition relating to appointment of a Trustee for the bankrupt estate. The Bankruptcy Court's decision was affirmed by the appellate Court – the appellate Court's decision is attached.
12. **Ronald Jarmuth v. Wallace H. Weiss**
41 F.3d 1504, 1994 WL 652687, CA 4 (Va)
11/21/94 (No. 93-1290) 41 F.3d 1504 (11/21/1994)
Jarmuth sued Weiss on civil charges of assault, batter, slander and libel. Jarmuth alleged that on 3/30/1992 while he was working in the office of the Army Chief of Staff, Weiss attacked him and falsely accused Jarmuth of violating various regulations and statutes. Jury found against Jarmuth. Jarmuth appealed and the appellate Court confirmed the jury verdict. Attached is a copy of the appellate Court's decision.
13. **Ronald E. Jarmuth v. Oxana Turetsky, et al.** No. 93-7054 (6/29/1003)
815 F. Supp 4, 1993 WL 57297, 26 Fed. R. Serv. 3d 289, D.D.C. 2/25/1993 (CA #92-2164)
Jarmuth's appeals the District Court decision dismissing his petition for removal. His case was remanded back to Prince George County Circuit Court.
986 F.2d 1413, 1993 WL 46880 CA(MD) 2/12/1993 (No. 92-2193, 92-2218)

AUDIO CD

Toth & Astorino

August 11, 2010

Listen at 6 minutes 23 seconds

EXHIBIT A
6
HQA

ASTORINO

LABORATORY

2010-08-17

EXHIBIT
ASTORINO-5
52512 -1b
ENGLAND, N. J.

Civil Judgment (Rev. 11/92)

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

RONALD E. JARMUTH
Plaintiff(s)

v.

Civil Action No: 92-2164

OXANA TURETSKY
Defendant(s)

FILED

JAN 11 1994

**JUDGMENT ON THE VERDICT
FOR PLAINTIFF**

CLERK, U.S. DISTRICT COURT
DISTRICT OF COLUMBIA

This cause having been tried by the Court and a Jury, before the Honorable PATRICK J. ATTRIDGE, Magistrate Judge presiding, and the issues having been duly tried and the Jury having duly rendered its verdict; now, therefore, pursuant to the verdict,

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff(s) RONALD E. JARMUTH have and recover of and from the defendant(s) OXANA TURETSKY the sum of ONE HUNDRED FIFTY THREE THOUSAND DOLLARS (\$153,000.00), together with costs.

United States District Court
for the District of Columbia
A TRUE COPY

NANCY MAYER-WHITTINGTON, Clerk

NANCY MAYER-WHITTINGTON, Clerk

[Signature]
1/24/94 Deputy Clerk

By: *[Signature]*
Deputy Clerk

Dated: January 11, 1994

EXHIBIT
Astoria-6
5-25-12 hb

131

UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA

RONALD E. JARMUTH

Plaintiff

vs.

JAMES MICHAEL FRINZI

and

KATIE WATERS

and

TODD BEGG

Defendants.

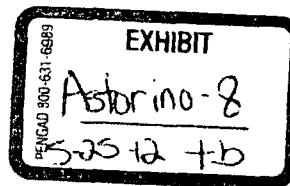
CIVIL DIVISION

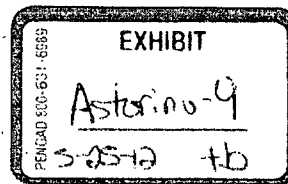
NO.

00 of
2031

Filed on behalf of Plaintiff:

Joseph J. Schwerha IV.
P.A. ID. # 73400
SCHWERHA & ASSOCIATES
6041 Route 88
Finleyville, PA 15332
(724) 348-0813





**U.S. District Court
Northern District of West Virginia [Live] (Clarksburg)
CIVIL DOCKET FOR CASE #: 1:04-cv-00063-IMK-JSK**

Jarmuth v. Waters, et al
Assigned to: Chief Judge Irene M. Keeley
Referred to: Magistrate Judge John S. Kaul
Demand: \$0
Cause: 28:1331 Fed. Question: Tort Action

Date Filed: 04/06/2004
Nature of Suit: 380 Personal Property: Other
Jurisdiction: Diversity

Plaintiff

Ronald E. Jarmuth

represented by **Ronald E. Jarmuth**
31 Wexford Way
Bridgeport, WV 26330
304/842-0878
PRO SE

V.

Defendant

Kathleen R. Waters
TERMINATED: 03/31/2005

represented by **Kevin S. Kaufman**
Kaufman & Bowen
PO Box 768
Bridgeport, WV 26330
304/842-4300
Fax: 304-842-8022
Email: kskaufman@aol.com
TERMINATED: 08/31/2005
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Scott R. Leah
Tucker, Arensberg PC
1500 One PPG Place
Pittsburgh, PA 15222
412/566-1212
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

James M. Frinzi

represented by **Kevin S. Kaufman**
Kaufman & Bowen
PO Box 768
Bridgeport, WV 26330
304/842-4300
Email: kskaufman@aol.com
TERMINATED: 08/31/2005
LEAD ATTORNEY

APPEAL CLOSED

U.S. District Court
Eastern District of Virginia (Alexandria)

CIVIL DOCKET FOR CASE #: 95-CV-400

Filed: 03/28/95

Weiss v. Jarmuth, et al
Assigned to: Judge Unassigned
Demand: \$900,000
Lead Docket: None
Dkt# in other court: None

Nature of Suit: 320
Jurisdiction: Diversity

Cause: 28:1332 Diversity, Libel, Assault, Slander

WALLACE H. WEISS
plaintiff

Wallace H. Weiss
[COR LD NTC] [PRO SE]
8156 Larkin Lane
Vienna, VA 22182
703-698-1563

v.

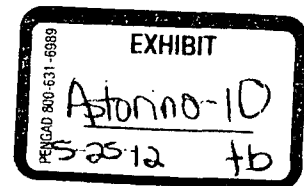
ONALD E. JARMUTH
defendant

Richard Parker
[COR LD NTC]
Assistant U.S. Attorney
1101 King Street
Suite 502
Alexandria, VA 22314
(703) 706-3750

Ronald E. Jarmuth
[COR LD NTC] [PRO SE]
1508 Columbia Avenue
Rockville, MD 20850
(301) 424-0042

THERON K. FULLER
defendant

Richard Parker
(See above)
[COR LD NTC]



IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

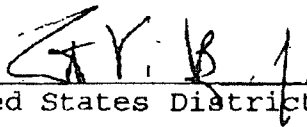
| | | |
|----------------------------|---|---------------------------|
| WALLACE H. WEISS, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | CIVIL ACTION NO. 95-400-A |
| |) | |
| RONALD E. JARMUTH, et al., |) | |
| |) | |
| Defendants. |) | |

ORDER

For the reasons stated in the court's memorandum opinion of April 28, 1995, it is hereby

ORDERED that:

1. The claims against defendant Fuller are dismissed without prejudice.
2. The claims against defendant Jarmuth are dismissed with prejudice.
3. This action is dismissed in its entirety.



 United States District Judge

Alexandria, Virginia
April 28, 1995

511

Monday,
January
23,
2006

Home
 Employee
 Manager
 HR Specialist
 Portal Library
 Portal Help

CPOL > Employee Info

ron.jarmuth

My SF50 Information

SF50 Information

| Type of Action | EFF_Date | PT | Series | Grade | Step | Salary |
|--|-------------|----|--------|-------|------|--------------|
| <input type="checkbox"/> Pay Adjustment (894) | 08-JAN-2006 | GM | 1515 | 14 | 00 | \$118,828.00 |
| <input type="checkbox"/> Individual Cash Award (840) | 05-OCT-2005 | GM | 1515 | 14 | 00 | \$114,882.00 |
| <input type="checkbox"/> Pay Adjustment (894) | 09-JAN-2005 | GM | 1515 | 14 | 00 | \$114,882.00 |
| <input type="checkbox"/> Reassignment (790) | 14-NOV-2004 | GM | 1515 | 14 | 00 | \$110,775.00 |
| <input type="checkbox"/> Pay Adjustment (894) | 11-JAN-2004 | GM | 1515 | 14 | 00 | \$108,335.00 |
| <input type="checkbox"/> Pay Adjustment (894) | 11-JAN-2004 | GM | 1515 | 14 | 00 | \$110,775.00 |
| <input type="checkbox"/> Step to Data Element (894) | 07-JUN-2003 | GM | 1515 | 14 | 00 | \$106,086.00 |
| <input type="checkbox"/> Reassignment (790) | 26-JAN-2003 | GM | 1515 | 14 | 00 | \$106,086.00 |
| <input type="checkbox"/> Reassignment (790) | 26-JAN-2003 | GM | 1515 | 14 | 00 | \$104,900.00 |
| <input type="checkbox"/> Locality Payment (895) | 12-JAN-2003 | GM | 1515 | 14 | 00 | \$106,086.00 |
| <input type="checkbox"/> Pay Adj (894) | 12-JAN-2003 | GM | 1515 | 14 | 00 | \$104,900.00 |
| <input type="checkbox"/> Individual Cash Award (840) | 19-JUL-2002 | GM | 1515 | 14 | 00 | \$101,742.00 |
| <input type="checkbox"/> Pay Adj (894) | 13-JAN-2002 | GM | 1515 | 14 | 00 | \$101,742.00 |
| <input type="checkbox"/> Individual Cash Award (840) | 06-AUG-2001 | GM | 1515 | 14 | 00 | \$97,108.00 |
| <input type="checkbox"/> PAY ADJ (894) | 14-JAN-01 | GM | 1515 | 14 | 00 | \$97,108.00 |
| <input type="checkbox"/> SPECIAL ACTOR SERVICE (894) | 22-SEP-00 | -- | -- | -- | -- | \$1,300.00 |
| <input type="checkbox"/> PAY ADJ (894) | 02-JAN-00 | GM | 1515 | 14 | 00 | \$93,537.00 |
| <input type="checkbox"/> PERFORMANCE AWARD (885) | 30-JUL-99 | -- | -- | -- | -- | \$1,700.00 |
| <input type="checkbox"/> PAY ADJ (894) | 03-JAN-99 | GM | 1515 | 14 | 00 | \$89,142.00 |
| <input type="checkbox"/> PERFORMANCE AWARD (885) | 31-JUL-98 | -- | -- | -- | -- | \$1,650.00 |
| <input type="checkbox"/> PAY ADJ (894) | 04-JAN-98 | GM | 1515 | 14 | 00 | \$85,978.00 |
| <input type="checkbox"/> PERFORMANCE AWARD (885) | 29-JUL-97 | -- | -- | -- | -- | \$1,800.00 |

EXHIBIT
 Astorino-11
 5-25-12 tb

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT

Ronald Jarmuth,)
Plaintiff,) CASE NO:
vs.) 2009-CP-26-3596
The International Club)
Homeowners Association, Inc.,)
Rosemary Toth, And K.A. Diehl &)
Associates, Inc.,)
Defendants.)

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT

Ronald Jarmuth,)
Plaintiff,) CASE NO:
vs.) 2009-CP-26-3596
The International Club)
Homeowners Association, Inc.,)
Defendant.)

THE HEARING HELD BEFORE
HONORABLE RALPH STROMAN, SPECIAL REFEREE
FOR HORRY COUNTY

Wednesday, August 8, 2012 - Friday, August 10, 2012

The following is the hearing held before Honorable
Ralph Stroman, Special Referee for Horry County, at
the Horry County Judicial Center in Conway, South
Carolina, on Wednesday, August 8, 2012 through Friday,
August 10, 2012.

1 APPEARANCES:

2 FOR THE PLAINTIFF:
(PRO SE)

3 Ronald Jarmuth

4

FOR THE DEFENDANTS:

5 Henrietta U. Golding, Esquire
Alicia Thompson, Esquire

6 MCNAIR LAW FIRM

2411 North Oak Street

7 Post Office Box 336

Myrtle Beach, South Carolina 29577

8

9

10 COURT REPORTER:

11 Sharon B. Brock

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EXAMINATION OF WITNESS: PAGE

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RONALD JARMUTH

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LOUIS ASTORINO

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465

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Cross Examination by Ms. Golding

483

5

Re-Direct Examination by Mr. Jarmuth

495

6

7

PETER PIZZI

8

Direct Examination by Mr. Jarmuth

500

9

Cross Examination by Ms. Thompson

516

10

11

MICHAEL BUTRYN

12

Direct Examination by Mr. Jarmuth

524

13

Cross Examination by Ms. Golding

603

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15

DENISE AMBUHL

16

Direct Examination by Ms. Thompson

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17

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MAUREEN SULLIVAN

19

Direct Examination by Ms. Thompson

658

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RONALD JARMUTH

23

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736

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| | | |
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| | Cross Examination by Mr. Jarmuth | 853 |
| 3 | | |
| | BILL FREIBOTH | |
| 4 | Direct Examination by Ms. Golding | 888 |
| 5 | Cross Examination by Mr. Jarmuth | 923 |
| 6 | | |
| 7 | BECKIE ABEL | |
| 8 | Direct Examination by Ms. Golding | 998 |
| 9 | Cross Examination by Mr. Jarmuth | 1005 |
| 10 | Certificate of Court Reporter | 1036 |
| 11 | | |
| 12 | EXHIBITS | |
| 13 | | |
| 14 | Plaintiff's Exhibit Number 1 | |
| 15 | Map international club | |
| 16 | | |
| 17 | Plaintiff's Exhibit Number 2 | |
| 18 | 16 Ft. Fence 0033 | |
| 19 | | |
| 20 | Plaintiff's Exhibit Number 3 | |
| 21 | 8 Foot Hi Fence Prop Line | |
| 22 | | |
| 23 | Plaintiff's Exhibit Number 4 | |
| 24 | 112 Worcester Court | |
| 25 | | |

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 5
120 Seville 8 ft Fence 0035
3
4 Plaintiff's Exhibit Number 6
1120 Seville GSWSA Lot 6
5 Plaintiff's Exhibit Number 7
160 Madrid Drive
6
7 Plaintiff's Exhibit Number 8
165 170 174 Seville Fences 0029
8 Plaintiff's Exhibit Number 9
166 170 174 Seville Fences 0028
9
10 Plaintiff's Exhibit Number 10
166 170 174 Seville Fences 0030
11
12 Plaintiff's Exhibit Number 11
13 176 Madrid Drive
14
15 Plaintiff's Exhibit Number 12
16 184 Seville Dr Fence 0021
17
18 Plaintiff's Exhibit Number 13
19 164 Seville Dr Fence 0022
20
21 Plaintiff's Exhibit Number 14
22 186 Seville GIS local
23
24 Plaintiff's Exhibit Number 15
25 166 Seville Realtor Pix

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 16
199 Madrid Drive
3
4 Plaintiff's Exhibit Number 17
239 Pickering Paar Playset
5
6 Plaintiff's Exhibit Number 18
249 Pickering Horry Street Sweeper 2012-09-22
7
8 Plaintiff's Exhibit Number 19
249 Pickering 2010-09-00 USPS Mailbox Approval (p1)
9
10 Plaintiff's Exhibit Number 20
249 Pickering 2011-09-20 Flooding in Streets
11
12 Plaintiff's Exhibit Number 21
249 Pickering 2012 2 Palm Trees 0301
13
14 Plaintiff's Exhibit Number 22
249 Pickering 2012 Palm Location 0380
15
16 Plaintiff's Exhibit Number 23
249 Pickering Approved Disapproved Flower Beds 0305
17
18 Plaintiff's Exhibit Number 24
249 Pickering Approved Flower Bed 0383
19
20 Plaintiff's Exhibit Number 25
249 Pickering Approved Flower Bed
21
22 Plaintiff's Exhibit Number 26
249 Pickering Approved Palm Bed
23
24
25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 27
249 Pickering Bernstein Lot Line 0372
3
4 Plaintiff's Exhibit Number 28
249 Pickering Flower Bed stoped 0374
5 Plaintiff's Exhibit Number 29
249 Pickering Horry Street Sweeper 2012-09-22
6
7 Plaintiff's Exhibit Number 30
249 Pickering Horry Street Truck 2012-09-22
8 Plaintiff's Exhibit Number 31
249 Pickering New Palm Location
9
10 Plaintiff's Exhibit Number 32
249 Pickering Pathfinder Swingset
11
12 Plaintiff's Exhibit Number 34
13 249 Pickering Privacy Panel - Fence
14
15 Plaintiff's Exhibit Number 35
16 249 Pickering Road Sign 35
17
18 Plaintiff's Exhibit Number 36
19 249 Pickering The Wall
20
21 Plaintiff's Exhibit Number 37
22 249 Pickering Bernstein Cartman Lot Line 0373
23
24 Plaintiff's Exhibit Number 38
25 254 Pickering Fletcher Driveway St Set back

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 39
254 Pickering Fletcher Street Prop Line Setback
3
4 Plaintiff's Exhibit Number 40
265 Pickering Masters Curb Edging
5
6 Plaintiff's Exhibit Number 41
270 Pickering Drive Comer Palms
7
8 Plaintiff's Exhibit Number 42
276 Pickering - Taylor House
9
10 Plaintiff's Exhibit Number 43
276 Pickering Tabor Fence 1
11
12 Plaintiff's Exhibit Number 44
276 Pickering Tabor Fence 3
13
14 Plaintiff's Exhibit Number 45
312 Caldera Approved Not A Wall
15
16 Plaintiff's Exhibit Number 46
312 Caldera Approved Not A Wall
17
18 Plaintiff's Exhibit Number 47
312 Caldera Approved Not A Wall View 2
19
20 Plaintiff's Exhibit Number 48
312 Caldera Approved Not A Wall View 2
21
22 Plaintiff's Exhibit Number 49
312 Caldera Approved Not A Wall View 2
23
24
25

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 50
1016 Knightsbridge - fence
- 3
4 Plaintiff's Exhibit Number 51
1112 Worchester Court
- 5 Plaintiff's Exhibit Number 53
1212 Harrogate Robert S House Front
- 6
7 Plaintiff's Exhibit Number 54
1212 Harrogate Robert S Side yard w Playset
- 8 Plaintiff's Exhibit Number 55
1998-07-31 Kaminski and MIGPA Areas Plat.
- 9
10 Plaintiff's Exhibit Number 56
1999-02-08 Covenants Recorded
- 11
- 12 Plaintiff's Exhibit Number 57
13 2000-5-9 Amendment 1 Recorded
- 14
- 15 Plaintiff's Exhibit Number 58
16 2002-01-02 Plat Bk 181- 89 Parcel D
- 17
- 18 Plaintiff's Exhibit Number 59
19 2004-08-04 Parking Deed Page 7
- 20
- 21 Plaintiff's Exhibit Number 60
22 2010-09-08 USPS Mailbox Approval (p2)
- 23
- 24 Plaintiff's Exhibit Number 61
25 2008-06-25 Bldg Grnds Presentation

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 62
2008-06 Encr Permit
3
4 Plaintiff's Exhibit Number 63
2008-09-26 Villas Encro Permit pg 1
5 Plaintiff's Exhibit Number 64
2008 Assessment Coupons
6
7 Plaintiff's Exhibit Number 65
2008 Landscape Contract Page 2
8 Plaintiff's Exhibit Number 66
Bernat Parking
9
10 Plaintiff's Exhibit Number 67
2009-02 Calendar Feb
11
12 Plaintiff's Exhibit Number 68
13 2009-03-22 Pool Parklot Sign
14
15 Plaintiff's Exhibit Number 69
16 2009-03-24 Board Minutes Pool Parking 1
17
18 Plaintiff's Exhibit Number 70
19 2009-03-24 Board Minutes Pool Parking 2
20
21 Plaintiff's Exhibit Number 71
22 2009-05-12 Board Minutes Mow Road
23
24 Plaintiff's Exhibit Number 72
25 2009-05-27 PDF Created

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 73
2009-05-28 Al HOA Env
3
4 Plaintiff's Exhibit Number 74
2009-05-28 Email Click Here
5 Plaintiff's Exhibit Number 75
2010-09-08 USPS Mailbox Approval (p2)
6
7 Plaintiff's Exhibit Number 76
2010-09-29 ARB Fine Chk
8 Plaintiff's Exhibit Number 77
2012-03-01 Env to Goodman Certified Mail Env
9
10 Plaintiff's Exhibit Number 78
11 2012-03-08 McNair Goodman Ltr Env
12
13
14 Plaintiff's Exhibit Number 79
15 2012-03-15 Goodman Certified Mail
16
17 Plaintiff's Exhibit Number 80
18 2012-04-08 McNair Goodman Ltr Env
19
20 Plaintiff's Exhibit Number 81
21 2012 Dish TV Offer pg 2
22
23 Plaintiff's Exhibit Number 82
24 2012 Dish-TV Offer A10
25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 83
Adare Court
3
4 Plaintiff's Exhibit Number 84
Amenity Center Ponds
5
6 Plaintiff's Exhibit Number 85
Amenity Ctr Ponds Drainage Plan Logo
7
8 Plaintiff's Exhibit Number 86
Bernat Parking Bernat Sign
9
10 Plaintiff's Exhibit Number 87
Blacks 1 p-0416 Eminent Domain
11
12 Plaintiff's Exhibit Number 88
Blacks 1 p-0416 Eminent Domain overlay
13
14
15 Plaintiff's Exhibit Number 89
Blacks 1 p-0942 Privity Overlay
16
17
18 Plaintiff's Exhibit Number 90
Blacks 1 p-0942 Privity
19
20
21 Plaintiff's Exhibit Number 91
Blacks 1st Conspiracy w Overlay
22
23
24 Plaintiff's Exhibit Number 92
Blacks 1st Conspiracy
25
26 Plaintiff's Exhibit Number 93
Blacks 1st Defamation at 344 w Overlay

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 94
- 3 Blacks 1st Defamation at 344
- 4
- 5 Plaintiff's Exhibit Number 95
- 6 Blacks Cover
- 7
- 8 Plaintiff's Exhibit Number 96
- 9 Blacks Dedication
- 10
- 11
- 12 Plaintiff's Exhibit Number 97
- 13 blacks waiver-1231
- 14
- 15 Plaintiff's Exhibit Number 98
- 16 Blacks waiver-1231 Overlay
- 17
- 18 Plaintiff's Exhibit Number 99
- 19 Caldera Court Lot Lines
- 20
- 21
- 22 Plaintiff's Exhibit Number 100
- 23 DD Lantana
- 24
- 25 Plaintiff's Exhibit Number 100
- DD Lantana
- 17
- 18 Plaintiff's Exhibit Number 101
- 19 Diehl Sign 1
- 20
- 21 Plaintiff's Exhibit Number 102
- 22 Diehl Sign 2
- 23
- 24 Plaintiff's Exhibit Number 103
- 25 Feb 1997 MIGP Plat Title

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 104
- 3 Fence DSC 0024
- 4 Plaintiff's Exhibit Number 105
- 5 Fence DSC 0026
- 6 Plaintiff's Exhibit Number 106
- 7 Fletcher and Corbett
- 8 Plaintiff's Exhibit Number 107
- 9 Glens Common Area 11944301060
- 10 Plaintiff's Exhibit Number 108
- 11 Glens Common Area 21944301072
- 12 Plaintiff's Exhibit Number 109
- 13 Glens Townhouses 01
- 14
- 15 Plaintiff's Exhibit Number 110
- 16 Glens Townhouses 02
- 17
- 18 Plaintiff's Exhibit Number 111
- 19 HC RoD to 2003 Ind Club Deeds
- 20
- 21 Plaintiff's Exhibit Number 112
- 22 HC RoD to 2003 Murrells Inlet Golf Deeds
- 23
- 24 Plaintiff's Exhibit Number 113
- 25 HCC 18-4-2 Streets Design Stds
- 26
- 27 Plaintiff's Exhibit Number 114
- 28 Horry PUD Zoning

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 115
- 3 Hwy 172008-02-19 wire chart
- 4 Plaintiff's Exhibit Number 116
- 5 March 2001 Calendar
- 6 Plaintiff's Exhibit Number 117
- 7 March 2002 Calendar
- 8 Plaintiff's Exhibit Number 118
- 9 MIGP Master Plan Ph 2 Glens
- 10 Plaintiff's Exhibit Number 119
- 11 MIGP Zoning
- 12 Plaintiff's Exhibit Number 120
- 13 Paar Playset 239 Pickering
- 14
- 15 Plaintiff's Exhibit Number 121
- 16 Parking Lot 01
- 17
- 18 Plaintiff's Exhibit Number 122
- 19 Parking Lot 02
- 20
- 21 Plaintiff's Exhibit Number 123
- 22 Parking Lot 02
- 23
- 24 Plaintiff's Exhibit Number 124
- 25 Parking Lots 1 and 2 and Amenity Ctr Lot
- 26
- 27 Plaintiff's Exhibit Number 125
- 28 Pebble Creek Stone Wall

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 126
Phases Feb 1997
3
4 Plaintiff's Exhibit Number 127
Plat 160 at 79 Clubhouse Location
5
6 Plaintiff's Exhibit Number 128
Plat 197 at 171 Glens HC Planning
7
8 Plaintiff's Exhibit Number 129
Plat 197 at 171 Glens Notes: 2010/11/12
9
10 Plaintiff's Exhibit Number 130
Plat 197 at 171 Glens Plat Title
11
12 Plaintiff's Exhibit Number 133
13 Plat Book 197 Page 171 Glens
14
15 Plaintiff's Exhibit Number 134
16 Pool Parking Sign
17
18 Plaintiff's Exhibit Number 135
19 Tournament - International Club Dr GIS
20
21 Plaintiff's Exhibit Number 136
22 03/18-2011 HOA ANSWERS TO INTERROGATORIES
23
24 Plaintiff's Exhibit Number 137
25 06/02/2012 Plaintiff Request for E-Financial Documents

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 138
07/02/2012 HOA Response to 6-2-2012 Request for Does
3
4 Plaintiff's Exhibit Number 200
SC FRIVOLOUS CIVIL PROCEEDINGS SANCTIONS ACT
5 Plaintiff's Exhibit Number 201
SC 15-36-010 Frivolous lawsuits
6
7 Plaintiff's Exhibit Number 202
SC 15-36-100 Complaint in actions for damages
8 Plaintiff's Exhibit Number 203
SC 15-37-01 Costs generally
9
10 Plaintiff's Exhibit Number 204
11 SC 15-37-20 Costs allowed only to successful party
12
13 Plaintiff's Exhibit Number 205
14 SC 15-37-90 Costs on motion
15
16 Plaintiff's Exhibit Number 206
17 SC 16-13-230 Breach of trust with fraudulent intent
18
19 Plaintiff's Exhibit Number 207
20 SC 16-13-240 Obtaining signature or property
21 by false pretenses
22
23 Plaintiff's Exhibit Number 208
24 SC 16-17-640. Blackmail
25

1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 209
3 SC 30-07-010 Recording Essential to Validity

4 Plaintiff's Exhibit Number 210
5 SC 32-03-010 Statute of Frauds - Agreements
6 to be in writing and signed

7 Plaintiff's Exhibit Number 211
8 SC 33-31-0203 Incorporation

9 Plaintiff's Exhibit Number 212
10 SC 33-31-0205 Organization of Corporation

11 Plaintiff's Exhibit Number 213
12 SC 33-31-0206 Bylaws

13

14 Plaintiff's Exhibit Number 214

15 SC 33-31-0206 Initial Bylaws

16

17 Plaintiff's Exhibit Number 215

18 SC 33-31-0304 Ultra Vires

19

20 Plaintiff's Exhibit Number 216

21 SC 33-31-0401 Corporate Name

22

23 Plaintiff's Exhibit Number 217

24 SC 33-31-0404 Name Changes

25

26 Plaintiff's Exhibit Number 218

27 SC 33-31-0505 Change of Principal Office

28

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 219
SC 33-31-0601 Admission of Members
3
4 Plaintiff's Exhibit Number 220
SC 33-31-0612 Members Liability to 3rd Parties
5 Plaintiff's Exhibit Number 221
SC 33-31-0620 Resignation of Members
6
7 Plaintiff's Exhibit Number 222
SC 33-31-0621. Termination, expulsion, and suspension.
8 Plaintiff's Exhibit Number 223
SC 33-31-0701 Annual Meetings
9
10 Plaintiff's Exhibit Number 224
SC 33-31-0702 Special Meetings
11
12 Plaintiff's Exhibit Number 225
13 SC 33-31-0705 Notice of Meeting
14
15 Plaintiff's Exhibit Number 226
16 SC 33-31-0720 Member List for Voting
17
18 Plaintiff's Exhibit Number 227
19 SC 33-31-0722 Quorum Requirements
20
21 Plaintiff's Exhibit Number 228
22 SC 33-31-0724 Proxies
23
24 Plaintiff's Exhibit Number 229
25 SC 33-31-0804 Election of Directors

1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 230
SC 33-31-0805 Terms of Directors

3

4 Plaintiff's Exhibit Number 231
SC 33-31-0820 Regular and special meetings

5 Plaintiff's Exhibit Number 232
SC 33-31-0821 Action without meeting

6

7 Plaintiff's Exhibit Number 233
SC 33-31-0825 Committees

8 Plaintiff's Exhibit Number 234
SC 33-31-0825 Committees

9

10 Plaintiff's Exhibit Number 235
11 SC 33-31-0830 General Standards of Conduct

12

13 Plaintiff's Exhibit Number 236
14 SC 33-31-0831 Director conflict of interest

15

16 Plaintiff's Exhibit Number 237
17 SC 33-31-0833 Liability for unlawful distributions.

18

19 Plaintiff's Exhibit Number 238
20 SC 33-31-0834 Immunity from suit

21

22 Plaintiff's Exhibit Number 239
23 SC 33-31-0842 Standards of conduct for officers

24

25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 240
3 SC 33-31-0851 Authority to indemnify (d) Prohibited
4 Indemnification.
5
6 Plaintiff's Exhibit Number 241
7 SC 33-31-1003 Bylaws, Amendment
8
9 Plaintiff's Exhibit Number 242
10 SC 33-31-1021(c) Amendment of the bylaws by directors
11 and members (assessments)
12
13 Plaintiff's Exhibit Number 243
14 SC 33-31-1202 Sale of assets other than in regular
15 course of activities
16
17 Plaintiff's Exhibit Number 244
18 SC 33-31-1301 Prohibited distributions
19
20 Plaintiff's Exhibit Number 245
21 SC 33-31-1602 Inspection of HOA Records
22
23 Plaintiff's Exhibit Number 246
24 SC 40-57-020 License Requirement for Property
25 Management
26
27 Plaintiff's Exhibit Number 247
28 SC 40-57-030 Definitions
29
30 Plaintiff's Exhibit Number 248
31 SC 40-57-220 Penalties for acting without
32 license

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 249
SC 40-57-230 Civil actions
3
4 Plaintiff's Exhibit Number 250
SC 56-5-2510 Parking outside of business or
residential district
5
6 Plaintiff's Exhibit Number 251
SC 58-12-300 Cable Television - Definitions (47 U.S.C.
Section 522)
7
8 Plaintiff's Exhibit Number 252
HCC 16-0016 Encroachments
9
10 Plaintiff's Exhibit Number 253
HCC 16-1104 Off Street Parking Requirement
11
12 Plaintiff's Exhibit Number 254
13 HCC 18-0004 Sec 2 Site Plan Design Stds.doc
14
15 Plaintiff's Exhibit Number 256
16 23 CFR 655 National Standard for Traffic Control
17 Devices
18
19 Plaintiff's Exhibit Number 257
20 47 CFR 76.2000 Access to Multiple Dwelling
21 Units
22
23 Plaintiff's Exhibit Number 258
24 2008-5-09 FCC Compliance Guide
25

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 259
2009-05-26 NCTA v FCC, 567 F.3d 659; 47 Comm.
3 Reg. (P & F) 1242
- 4 Plaintiff's Exhibit Number 260
SC 15-03-530-630 Limitations of Actions, 3 Years;
5 Current Accounts
- 6 Plaintiff's Exhibit Number 262
SC 30-07-020 Manner of Recording
- 7
8 Plaintiff's Exhibit Number 263
SC 39-03-010 Agreements Affecting Competition
- 9 Plaintiff's Exhibit Number 264
SC 39-03-030 Injured Person May Recover Damages
10
- 11 Plaintiff's Exhibit Number 265
12 SC 39-03-140 Agreement to Limit Competition
- 13
- 14 Plaintiff's Exhibit Number 266
15 18 USC 1341 Frauds and Swindles
- 16
- 17 Plaintiff's Exhibit Number 267
18 IRS Announcement 2002-18 (3-11-2002) Cash
19 Rebates
- 20
- 21 Plaintiff's Exhibit Number 300
22 9/10/2002 2002 09 10.Board Minutes
- 23
- 24 Plaintiff's Exhibit Number 301
25 9/3/2003 2003-09-03 Board Minutes

1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 302
10/30/2003 2003-10-30 HTC HOA Contract

3
4 Plaintiff's Exhibit Number 303
11/20/2003 2003-11-20 Board Minutes

5 Plaintiff's Exhibit Number 304
1/13/2004 2004-01-13 Board Minutes

6
7 Plaintiff's Exhibit Number 305
7/30/2004 2004-07-30 Board Minutes

8 Plaintiff's Exhibit Number 306
11/1/2004 2004-11 Year End

9
10 Plaintiff's Exhibit Number 307
1/18/2005 2005-01-18 Board Minutes

11
12 Plaintiff's Exhibit Number 308
13 6/10/2005 2005-06-10 Board Minutes

14
15 Plaintiff's Exhibit Number 309
16 11/14/2005 2005-11-14.Board Minutes

17
18 Plaintiff's Exhibit Number 310
19 11/1/2005 2005-11 Year End Bulleting

20
21 Plaintiff's Exhibit Number 311
22 8/19/2005 2005 08 19 Board Minutes

23
24 Plaintiff's Exhibit Number 312
25 12/31/2005 2005-12-31 Financial Report

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 313
3/9/2006 2006-03-09 Board Minutes
3
4 Plaintiff's Exhibit Number 314
5/24/2006 2006-05-24 Board Minutes
5
6 Plaintiff's Exhibit Number 315
8/16/2006 2006-08-16 Board Minutes
7
8 Plaintiff's Exhibit Number 316
11/16/2006 2006-11-16 Board Minutes
9
10 Plaintiff's Exhibit Number 317
11/1/2006 2006-11 Year End
11
12
13 Plaintiff's Exhibit Number 318
12/4/2006 2006-12-04 Board Minutes
14
15 Plaintiff's Exhibit Number 319
12/31/2006 2006-12-31 Int Club General Ledger (Golf
16 Course)
17
18 Plaintiff's Exhibit Number 320
9/17/2007 2007-09-17 Election Announcement
19
20 Plaintiff's Exhibit Number 321
10/10/2007 2007-10-10 Board Meeting
21
22
23 Plaintiff's Exhibit Number 322
12/12/2007 2007-12-12 Board Meeting
24
25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 323
12/31/2007 2007-12-31 Financial Statement
3
4 Plaintiff's Exhibit Number 324
12/31/2007 2007-12-31 General Ledger (Golf Course)
5
6 Plaintiff's Exhibit Number 325
9/19/2007 2007 09 19 Annual Meeting
7
8 Plaintiff's Exhibit Number 326
11/14/2007 2007-11-14 Board Meeting
9
10 Plaintiff's Exhibit Number 327
12/31/2008 2008-01-01 to 2008-12-31 General Ledger
11 (Golf Course)
12
13 Plaintiff's Exhibit Number 328
3/11/2008 2008-03-11 Board Minutes
14
15 Plaintiff's Exhibit Number 329
6/10/2008 2008-06-10 Board Minutes
16
17 Plaintiff's Exhibit Number 330
6/25/2008 2008-06-25 Bldg-Grounds Committee
18 Presentation
19
20 Plaintiff's Exhibit Number 331
6/25/2008 2008-06-25 HOA Grounds Maintained Cost
21 Breakout
22
23 Plaintiff's Exhibit Number 332
7/8/2008 2008-07-08 Board Minutes
24
25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 333
7/24/2008 2008-07-24 To HOA Request for Vote List
3
4 Plaintiff's Exhibit Number 333
9/9/2008 2008-09-09 Board Minutes
5
6 Plaintiff's Exhibit Number 334
9/17/2008 2008-09-17 Annual Membership Meeting
7
8 Plaintiff's Exhibit Number 335
10/14/2008 2008-10-14 Board Minutes
9
10 Plaintiff's Exhibit Number 336
10/28/2008 2008-10-28 Villas to Pat O'Dea - Letter
11
12 Plaintiff's Exhibit Number 337
11/11/2008 2008-11-11 Board Minutes
13
14 Plaintiff's Exhibit Number 338
12/10/2008 2008-12-10 letter to Pat O'Dea -
15 Letter
16
17 Plaintiff's Exhibit Number 339
12/18/2008 2008-12-18 RJ Letter To Toth for minutes
18
19 Plaintiff's Exhibit Number 340
12/18/2008 2008-12-17 Toth Letter to RJ (actually
20 12/18)
21
22 Plaintiff's Exhibit Number 341
12/19/2008 2008-12-19 Board Letter to RJ
23
24
25

1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 342
12/7/2007 2008 Budget 12-7-2007

3
4 Plaintiff's Exhibit Number 343
2/13/2008 2008 Diehl Contract

5 Plaintiff's Exhibit Number 344
12/31/2008 2008 HOA Financial And Audit (Golf Course)

6
7 Plaintiff's Exhibit Number 345
3/10/2008 2008 Landscape Contract

8 Plaintiff's Exhibit Number 346
12/12/2008 2008 HOA Property Tax Discrepancies

9
10 Plaintiff's Exhibit Number 347
11 1/2/2009 2009-01-02 Pat O'Dea (for HOA) to Steve
12 Ouerson (Villas)

13
14 Plaintiff's Exhibit Number 348
15 2/2/3009 2009-01-01 Diehl Contractor Program

16
17 Plaintiff's Exhibit Number 349
18 2/6/7655 2009-02-10 Board Minutes

19
20 Plaintiff's Exhibit Number 350
21 5/16/2003 2003-05-16 Developer Agreement

22
23 Plaintiff's Exhibit Number 351
24 1/19/2009 1/19/2009 O'Dea to Tracy Fisher (Wilcox
25 Buyck)

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 352
1/13/2009 1/13/2009 O'Dea to Charles Flynn (Sunbelt)
3
4 Plaintiff's Exhibit Number 353
2/12/2009 2009-02-12 Pat O'Dea to Ouverson.pdf
5
6 Plaintiff's Exhibit Number 354
2/16/2009 2009-02-16 Ouverson to Pat O'Dea.pdf
7
8 Plaintiff's Exhibit Number 355
3/12/2009 2009-03-12 Board Minutes [ARB - Parking]
9
10 Plaintiff's Exhibit Number 356
3/24/2009 2009-03-24 Board Minutes [Lots of Issues -
11 Parking Pool Golf]
12
13 Plaintiff's Exhibit Number 357
11/3/2003 2003-11-03 Golf Course Agreement
14
15 Plaintiff's Exhibit Number 358
4/28/2009 2009-04-28 RJ To Diehl Voter List
16
17 Plaintiff's Exhibit Number 359
5/12/2009 5/12/2009 Board Minutes
18
19 Plaintiff's Exhibit Number 360
8/6/2009 8/6/2009 Special Members Meeting Minutes
20
21 Plaintiff's Exhibit Number 361
9/3/2009 2009-09-03 RJ To Diehl Voter List
22
23
24
25

1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 362
9/17/2009 9/17/2009 Annual Member Meeting Minutes

3 Plaintiff's Exhibit Number 363
4 11/4/2009 11/4/2009 Board Minutes

5 Plaintiff's Exhibit Number 364
2009-11-06 2010 Budget. [Carolina Mail House 2009
6 Actual Left Out]

7 Plaintiff's Exhibit Number 365
11/6/2009 12/12/2009 2009 General Ledger sort / filter
8 for Carolina Mail House

9 Plaintiff's Exhibit Number 366
10 11/20/2009 2009-11-20 Nov Newsletter

11

12 Plaintiff's Exhibit Number 367
13 2009-01-07 2009 Diehl Contract. (No ARB Fine or
14 Contractor \$200 charge provision)

15

16 Plaintiff's Exhibit Number 368
17 2008-12-22 2009 Landscape Contract. (Lawn Height / Checklists)

18

19 Plaintiff's Exhibit Number 369
20 4/19/2010 Special Members Meeting Central Electric
21 Minutes

22

23 Plaintiff's Exhibit Number 370
24 2010-05-05 BoD Minutes (p3 ARB Hearings)

25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 371
July 2010 ARB Guidelines (revised w/o Board Approval)
3
4 Plaintiff's Exhibit Number 372
2010-09-27 Diehl Violation Letter to RJ
5
6 Plaintiff's Exhibit Number 373
2010-09-29 RJ ARB Fine Chk
7
8 Plaintiff's Exhibit Number 374
2010-09-30 Violation Fine Receipt
9
10 Plaintiff's Exhibit Number 375
2010-09-30 RJ ARB Fence Request
11
12 Plaintiff's Exhibit Number 376
2010-10-08 Plant Bed Approval.
13
14 Plaintiff's Exhibit Number 377
2010-10-08 Fence Dis-Approval
15
16 Plaintiff's Exhibit Number 378
2010-10-11 Fence Appeal
17
18 Plaintiff's Exhibit Number 379
2010-10-21 HOA Ltr to RJ
19
20
21 Plaintiff's Exhibit Number 380
2010-10-23 RJ To HOA
22
23
24 Plaintiff's Exhibit Number 381
2010-11-15 HOA to RJ (acct shortage) Letter
25

- 1 Plaintiff's Exhibit Number 382
2010 (2004-2010) HOA Assessment Rate Schedule
- 2
- 3 Plaintiff's Exhibit Number 383
2010 Diehl Contract
- 4
- 5 Plaintiff's Exhibit Number 384
2011-02-11 Board Minutes (incl ARB Guideline
Revisions)
- 6
- 7 Plaintiff's Exhibit Number 385
2011-11 ARB Guidelines (revised)
- 8
- 9 Plaintiff's Exhibit Number 386
2011-11-21 special board meeting minutes
- 10
- 11 Plaintiff's Exhibit Number 387
2011 Budget (Nov 16 2010)
- 12
- 13 Plaintiff's Exhibit Number 388
2012 Budget
- 14
- 15 Plaintiff's Exhibit Number 389
2012-07 Revised Computation of Golf Course Debt to HOA
- 16
- 17
- 18 Plaintiff's Exhibit Number 390
2004 HOA General Ledger - Golf Course
- 19
- 20
- 21 Plaintiff's Exhibit Number 391
2005 HOA General Ledger - Golf Course
- 22
- 23
- 24 Plaintiff's Exhibit Number 392
2009 HOA General Ledger - Golf Course
- 25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 393
2010 HOA General Ledger - Golf Course
3
4 Plaintiff's Exhibit Number 394
2011 HOA General Ledger - Golf Course
5
6 Plaintiff's Exhibit Number 395
2011 HOA General Ledger - Villas Paid from Central
Electric Fund
7
8 Plaintiff's Exhibit Number 396
2012-CP-26-1740 Complaint IHOA v Golf Course
9
10 Plaintiff's Exhibit Number 397
Diehl Vendor Agreement
11
12 Plaintiff's Exhibit Number 398
Diehl Vendor Program Summary Page
13
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15 Plaintiff's Exhibit Number 399
Diehl Vendor Certification Web Page
16
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18 Plaintiff's Exhibit Number 400
2012-03-07 Horry FOIA to RJ
19
20
21 Plaintiff's Exhibit Number 401
R008-03 Pebble Creek (inc Castlebridge)
22
23
24 Plaintiff's Exhibit Number 402
R012-09 Links
25
26 Plaintiff's Exhibit Number 403
R013-09 Links

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 404
- 3 R014-11 Highlands (Feb 15 2011)
- 4
- 5 Plaintiff's Exhibit Number 405
- 6 R018-06 Intl Club Dr - Pickering Dr
- 7
- 8 Plaintiff's Exhibit Number 406
- 9 R068-07 Links
- 10
- 11
- 12 Plaintiff's Exhibit Number 407
- 13 R070-07 Links
- 14
- 15 Plaintiff's Exhibit Number 408
- 16 R073-94 Pebble Creek
- 17
- 18 Plaintiff's Exhibit Number 409
- 19 R076-01 Tournament Drive
- 20
- 21
- 22 Plaintiff's Exhibit Number 410
- 23 R104-07 Highlands
- 24
- 25 Plaintiff's Exhibit Number 411
- 26 R105-07 Highlands
- 27
- 28
- 29 Plaintiff's Exhibit Number 412
- 30 R153-09 (Meadows)
- 31
- 32
- 33 Plaintiff's Exhibit Number 413
- 34 R155-02 Pebble Creek
- 35
- 36
- 37 Plaintiff's Exhibit Number 414
- 38 R185-07 Pebble Creek (Nov 13 2007)

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 449
- 3 Horry County Planning Commission Book
- 4 Plaintiff's Exhibit Number 450
- 5 MIGPA Approval - Planning Commission
- 6 Plaintiff's Exhibit Number 451
- 7 Lantana Approval - Planning Commission
- 8 Plaintiff's Exhibit Number 452
- 9 Plat 156 @ 155
- 10 Plaintiff's Exhibit Number 453
- 11 Plat 158 @ 155
- 12 Plaintiff's Exhibit Number 454
- 13 Plat 160 @ 079
- 14
- 15 Plaintiff's Exhibit Number 455
- 16 Plat 164 @ 199
- 17
- 18 Plaintiff's Exhibit Number 456
- 19 Plat 169 @ 114
- 20
- 21 Plaintiff's Exhibit Number 457
- 22 Plat 169 @ 115
- 23
- 24 Plaintiff's Exhibit Number 458
- 25 Plat 169 @ 116
- 26
- 27 Plaintiff's Exhibit Number 459
- 28 Plat 171 @ 149

1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 460
3 Plat 181 @ 089 Golf Course

4 Plaintiff's Exhibit Number 461
5 International Club PUD - Planning Commission

6 Plaintiff's Exhibit Number 462
7 Plat 185 @ 165

8 Plaintiff's Exhibit Number 463
9 Plat 189 @ 154

10 Plaintiff's Exhibit Number 464
11 Plat 190 @ 079

12 Plaintiff's Exhibit Number 465
13 Plat 192 @ 245 Amenity Center

14 Plaintiff's Exhibit Number 466
15 Plat 197 @ 171 The Glens - Planning Commission

16 Plaintiff's Exhibit Number 467
17 Plat 214 @ 005

18 Plaintiff's Exhibit Number 468
19 Plat 215 @ 191 Grand Vista

20 Plaintiff's Exhibit Number 469
21 Plat 215 @ 199 Grand Vistas

22 Plaintiff's Exhibit Number 470
23 Plat 237 @ 296

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 471
Planning Commission Fairways Approval Plat
- 3
- 4 Plaintiff's Exhibit Number 500
1993 DOJ FOIA Lawsuits (McLemore)
- 5 Plaintiff's Exhibit Number 501
Turetsky Judgment on Verdict
- 6
- 7 Plaintiff's Exhibit Number 502
Turetsky Chapter 7 Involuntary Bankruptcy Petition
(Reynolds)
- 8
- 9 Plaintiff's Exhibit Number 503
95-CV-400 Weiss v Jarmuth
- 10
- 11 Plaintiff's Exhibit Number 505
96-01-98 Jarmuth v Reno 1996 DOJ FOIA
- 12
- 13
- 14 Plaintiff's Exhibit Number 506
4Most Health Provider Terminations
- 15
- 16
- 17 Plaintiff's Exhibit Number 507
WV State Register (Krolczyk)
- 18
- 19
- 20 Plaintiff's Exhibit Number 508
02-C-346 Jarmuth v Krolczyk Appeal Docket Sheet
(Follickman)
- 21
- 22
- 23
- 24 Plaintiff's Exhibit Number 509
HOA Year End Bulletin (Home Count)
- 25

- 1 CONTINUATION OF EXHIBITS:
- 2 Plaintiff's Exhibit Number 510
- 3 Turetsky in US Courts Party Case Index
- 4 Plaintiff's Exhibit Number 511
- 5 Jarmuth Federal Personnel File Extracts, 1998 - 2006
- 6 Plaintiff's Exhibit Number 512
- 7 2006-08-15 USDC-NDWV Frinzi Docket Parties (p3 T
- 8 Patterson)
- 9 Plaintiff's Exhibit Number 513
- 10 2008-11 Number of Homes From 2008 Budget
- 11 Plaintiff's Exhibit Number 514
- 12 Board Minutes (Templeton on Board)
- 13
- 14 Plaintiff's Exhibit Number 515
- 15 "List of Lawsuits Associated with" Plaintiff
- 16
- 17 Plaintiff's Exhibit Number 516
- 18 2007 Jarmuth v Cox USCA-4 (Reynolds)
- 19
- 20 Plaintiff's Exhibit Number 517
- 21 2009-05-27 Butryn Statement ("May 27 2008")
- 22
- 23 Plaintiff's Exhibit Number 518
- 24 2009-05-27-28 Response Emails
- 25
- 26
- 27 Plaintiff's Exhibit Number 519
- 28 Defamation Elements of Proof
- 29
- 30

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 520
Golding Letter PDF 2009-05-27 Created at 4-29 PM
3
4 Plaintiff's Exhibit Number 521
BoD Templeton Email to HOA over 200 on email list
5
6 Plaintiff's Exhibit Number 522
Carolina Mail House Mail Package Material
7
8 Plaintiff's Exhibit Number 523
McNair Letter to Directors
9
10 Plaintiff's Exhibit Number 524
2009-05-28 Al HOA Envelope
11
12 Plaintiff's Exhibit Number 525
2009-05-28 Julie Case Defamatory Email Count #4406
13
14 Plaintiff's Exhibit Number 526
2009-05-28 Abel Email w attachment & Analysis
15
16 Plaintiff's Exhibit Number 527
Blacks 1st Conspiracy @ 257 w Overlay
17
18 Plaintiff's Exhibit Number 528
Blacks 1st Defamation at 344 w Overlay
19
20
21 Plaintiff's Exhibit Number 529
Diehl / HOA Web Site re Jarmuth 5/28/2009 "Click Here"
22
23
24 Plaintiff's Exhibit Number 530
2009-05-31 Defamation Impact Police Reports
25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 531
2009-05-31 Huckazale emails
3
4 Plaintiff's Exhibit Number 532
HOA Website Ownership (Toth) as of May 31 2009
5
6 Plaintiff's Exhibit Number 533
2009-06-04 Jane Pizzi Statement
7
8 Plaintiff's Exhibit Number 534
RJ Amended Complaint Para 105-108 Defamations
9
10 Plaintiff's Exhibit Number 535
2009-11-06 HOA Board Budget Memo to HOA
11
12 Plaintiff's Exhibit Number 536
Khuri v Verizon 2008-12-18 citing Jarmuth No
13
14 Jurisdiction - no Findings of fact or law
15
16 Plaintiff's Exhibit Number 537
2009 Gen'l Ledger (Carolina Mail House Entries)
17
18 Plaintiff's Exhibit Number 538
2009 Gen'l Ledger (Carolina Mail House Pages)
19
20 Plaintiff's Exhibit Number 539
2011-08-20 HOA Ans to Amd Comp para 100 No WebSite
21
22 Date
23
24 Plaintiff's Exhibit Number 540
Deed 2082 @ 0456 Vereen to Plantation Gr Vistas
25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 541
Deed 2105 # 0607 Hwy 17 Covenants
3
4 Plaintiff's Exhibit Number 542
Hwy 17 Conveyance Agreement
5
6 Plaintiff's Exhibit Number 543
Deed 2112 at 0019 Kaminski Golf Agreement
7
8 Plaintiff's Exhibit Number 544
Deed 2117 at 1413 99 Yr Golf Deed
9
10 Plaintiff's Exhibit Number 545
Deed 2117 at 1401 Sunbelt Deed
11
12 Plaintiff's Exhibit Number 546
Deed 2117 at 1408 Sunbelt Golf Agreement
13
14
15 Plaintiff's Exhibit Number 547
1999-02-08 Covenants.pdf
16
17
18 Plaintiff's Exhibit Number 548
1999-02-08 International Club Bylaws Unrecorded
20
21 Plaintiff's Exhibit Number 549
Deed 2117 at 1493 Green Sea
22
23
24 Plaintiff's Exhibit Number 550
Hwy 17 Association Charter w Sec of State
25
26 Plaintiff's Exhibit Number 551
2000-05-10 Covenant Amendment 1

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 552
IHOA Charter w Sec of State
3
4 Plaintiff's Exhibit Number 553
Deed 2450 at 1073 Ken Willard buys first PUD home
5
6 Plaintiff's Exhibit Number 554
Deed 2511 at 967 Amenity Center land
7
8 Plaintiff's Exhibit Number 555
2003-04-29 Covenant Amendment 2
9
10 Plaintiff's Exhibit Number 556
Deed 2588 at 1437 Plantation to Horton: Grand Vistas,
Links Highlands, Glens, Tournament Drive
11
12 Plaintiff's Exhibit Number 557
Horton / Sunbelt agreement Unrecorded
13
14 Plaintiff's Exhibit Number 558
Horton /Golf Course HOA Agreement Unre (357)
15
16
17 Plaintiff's Exhibit Number 559
2004-03-29 Covenant Amendment 3
18
19
20 Plaintiff's Exhibit Number 560
Deed 2771 at 1490 Second Amenity Crt Park Lot
21
22
23 Plaintiff's Exhibit Number 561
2004-12-28 Covenant Amendment 4
24
25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 562
Deed 3311 @ 2294 Horton Common Area to HOA
3
4 Plaintiff's Exhibit Number 563
2008-06-20 Covenant Amendment 5
5
6 Plaintiff's Exhibit Number 564
Deed 3406 at 1694Intl Club Dr.pdf
7
8 Plaintiff's Exhibit Number 565
HOA Central Electric Special Meeting Minutes
9
10 Plaintiff's Exhibit Number 566
Deed 2417 at 0046 1st Purchase RJ House (Essex)
11
12 Plaintiff's Exhibit Number 567
Fourth Amendments/Covenants for International Club 126
13
14
15 Plaintiff's Exhibit Number 600
2008-04 Swingset in ARB Guidelines
16
17
18 Plaintiff's Exhibit Number 601
2009-07-21 ARB Swing Appl
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21 Plaintiff's Exhibit Number 602
2009-08-05 ARB Denial
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24 Plaintiff's Exhibit Number 603
2009-11-18 Toth to SC Human Rights Re Swing set
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1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 605
2011-03-17 HOA Interrog Ans Page 1

3
4 Plaintiff's Exhibit Number 606
2011-11 ARB Guidelines MU

5 Plaintiff's Exhibit Number 607
2012-03-12 HOA Contact List per Web

6
7 Plaintiff's Exhibit Number 608
Covenant Interpretation Case Law

8 Plaintiff's Exhibit Number 609
Planning Commission - Accessory Structures 1997 MIGPA
9 Plat Approval

10

11 Plaintiff's Exhibit Number 610

12 Pathfinder Swing set

13

14 Plaintiff's Exhibit Number 611

15 Robert S House Front

16

17 Plaintiff's Exhibit Number 612

18 Robert S Sideyard w Playset

19

20 Plaintiff's Exhibit Number 613

21 Swing Footprint

22

23 Plaintiff's Exhibit Number 614

24 Aug 25, 2009 Housing Discrimination Complaint

25

1 CONTINUATION OF EXHIBITS:
2 Plaintiff's Exhibit Number 620
2010-09-03 Cartman Hyperdermic Needle Left on my lawn
3
4 Plaintiff's Exhibit Number 621
2010-09-03 Cartman Installing Stakes After
Surveyor Lot Rear
5
6 Plaintiff's Exhibit Number 622
2010-09-03 Cartman Saw 1
7
8 Plaintiff's Exhibit Number 623
2010-09-03 Cartman Stakes on My Sprinkler Heads
9
10 Plaintiff's Exhibit Number 624
2010-09-03 Warner Surveyor Frt of Pwr Box
Plaintiff's Exhibit Number 625
2010-09-10 Cartman Useful Pix
11
12 Plaintiff's Exhibit Number 626
13 2010-09-10 To Diehl Cartman Violations
14
15 Plaintiff's Exhibit Number 627
16 2010-09-27 Diehl Violation Lett
17
18 Plaintiff's Exhibit Number 628
19 2010-09-29 ARB Fine Chk
20
21 Plaintiff's Exhibit Number 629
22 2010-09-30 ARB Fence Pkg
23
24 Plaintiff's Exhibit Number 630
25 2010-09-30 Violation Fine Rcpt

1 CONTINUATION OF EXHIBITS:

2 Plaintiff's Exhibit Number 631
2010-10-08 Bed Approval

3
4 Plaintiff's Exhibit Number 632
2010-10-08 Fence Dis-Approval

5 Plaintiff's Exhibit Number 633
2010-10-11 Fence Appeal

6
7 Plaintiff's Exhibit Number 634
2010-10-21 HOA Ltr to Me

8 Plaintiff's Exhibit Number 635
2010-10-23 To HOA

9
10 Plaintiff's Exhibit Number 640
2/13/2012 2012-02-13 FRIEBOTH Deposition extracts

11

12 Plaintiff's Exhibit Number 641
2012-02-17 Rosemary Toth Deposition extracts

13
14

15 Plaintiff's Exhibit Number 642
2012-02-27 Palm Request Package to "ARB"

16
17

18 Plaintiff's Exhibit Number 643
2012-03-05 Diehl emails re ARB hearing

19
20

21 Plaintiff's Exhibit Number 644
2012-03-16 "ARB"Response "Extortion/ Exaction"

22
23

24 Plaintiff's Exhibit Number 645
2012-01-30 HOA Letter "Late Notice" with Plaintiff Account

25

1 Plaintiff's Exhibit Number 646
2011-11 ARB "Modification Request Application" (blank)

2
3 Plaintiff's Exhibit Number 647
Black's 1 Exaction Page 448

4 Plaintiff's Exhibit Number 648
Black's 1 Extortion Page 465

5
6 Plaintiff's Exhibit Number 649
Black's 1 Good Faith Page 543

7
8 Plaintiff's Exhibit Number 700
2012-04-30 Developer Horton Common Area Expense
Summary

9
10 Plaintiff's Exhibit Number 701
11 2012-04-18 Developer Horton Capital Contributions

12
13 Plaintiff's Exhibit Number 702
14 CAI Get A New Member Incentive Program

15
16 Plaintiff's Exhibit Number 703
17 HOA Supplied Capital Contributions Ledger #4480-4489

18
19 Plaintiff's Exhibit Number 704
20 Computation of Capital Contributions not
21 Booked into HOA Ledger

22
23 Plaintiff's Exhibit Number 705
24 2006 HOA General Ledger - Golf Course

25

| | | |
|----|---|-----|
| 1 | CONTINUATION OF EXHIBITS: | |
| 2 | Plaintiff's Exhibit Number 706 | |
| | 2007 HOA General Ledger - Golf Course | |
| 3 | | |
| 4 | Plaintiff's Exhibit Number 707 | |
| | 2008 HOA General Ledger - Golf Course | |
| 5 | Plaintiff's Exhibit Number 708 | |
| | Abel / Diehl / HOA 2010 Budget | |
| 6 | | |
| 7 | Plaintiff's Exhibit Number 709 | |
| | 2009-12-31 2009 Financial | |
| 8 | Plaintiff's Exhibit Number 750 | |
| | Astorino meeting with Toth Re:Roads (at 6 min/10 sec) | |
| 9 | | |
| 10 | Plaintiff's Exhibit Number 751 | |
| 11 | Special tax district brochure | 362 |
| 12 | | |
| 13 | Plaintiff's Exhibit Number 752 | |
| 14 | Clemson Extension on Irrigation Systems | 382 |
| 15 | | |
| 16 | Plaintiff's Exhibit Number 753 | |
| 17 | ICHOA Notice of Special Meeting April 6, 2010 | 728 |
| 18 | | |
| 19 | Plaintiff's Exhibit Number 754 | |
| 20 | ICHOA Notice of Special Meeting April 6, 2010 | 732 |
| 21 | | |
| 22 | Plaintiff's Exhibit Number 755 | |
| 23 | Mutual release and settlement agreement Villas vs. | |
| 24 | ICHOA | |
| 25 | | |

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| 1 | CONTINUATION OF EXHIBITS: | |
| 2 | Plaintiff's Exhibit Number 756 | |
| | HTC brochure | 756 |
| 3 | Plaintiff's Exhibit Number 757 | |
| 4 | HTC welcome letter to ICHOA | 754 |
| 5 | Plaintiff's Exhibit Number 758 | |
| 6 | Defendant IHOA Answers to Plaintiff's Rule 33 Interrogatories | 777 |
| 7 | Plaintiff's Exhibit Number 759 | |
| 8 | Defendants IHOA Answers to Plaintiff's Interrogatories March 18, 2011 | 778 |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | Defendant's Exhibit Number 1 | |
| 14 | Letter from Kaminski Owners/Kaminski 17 Limited | |
| 15 | Partnership to Suntech AD, LLC, Plantation AD, LLC, | |
| 16 | and Shore Road Partners regarding "Letter of Intent | |
| 17 | for proposed Highway 17 Connector" dated July 31, | |
| 18 | 1998 with Exhibit A | |
| 19 | | |
| 20 | Defendant's Exhibit Number 2 | |
| 21 | Declaration of Special Covenants for the Highway 17 | |
| 22 | Connector Road Maintenance District Association, | |
| 23 | Inc. filed (in Horry County on December 29, 1998, | |
| 24 | Deed Book 2105, Page 607; Georgetown County on | |
| 25 | December 30, 1998, Deed Book 935, Page 35) | |

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 3
3 Declaration of Covenants and Restrictions for
4 Murrells Inlet Golf Plantation (International Club),
and Exhibits "A" through "C" filed on February 8,
1999 in Deed Book 2117, Page 1353

5 Defendant's Exhibit Number 4
6 Amendment to Declaration of Covenants and
7 Restrictions for Murrells Inlet Golf Plantation (Now
8 International Club) and Submission of Additional
9 Property Thereto filed on May 9, 2000 in Deed Book
10 2258, Page 1453

11
12 Defendant's Exhibit Number 5
13 Waste Industries, Inc. Service Agreement with
14 International Club HOA dated May 24, 2001

15
16 Defendant's Exhibit Number 6
17 Quitclaim Deed from Plantation Golf A.D., LLC to the
18 HOA filed August 22, 2002 in Deed Book 2511, Page
19 0967 (Parcel "D" containing 1.56 Acres-Amenity
20 Center and parking lot)

21
22 Defendant's Exhibit Number 7
23 Amendment to the Declaration of Covenants and
24 Restrictions for International Club and Assignment
25 of Developer/Declarant Rights filed on April 29,
2003 in Deed Book 2588, Page 1441

26
27 Defendant's Exhibit Number 8
28 Developers Agreement dated May 16, 2003

- 1 CONTINUATION OF EXHIBITS:
- 2 Defendant's Exhibit Number 9
Minutes of the HOA Board of Directors Meeting
3 September 3, 2003
- 4 Defendant's Exhibit Number 10
Telecommunications Service and Access Agreement
5 dated October 30, 2003
- 6 Defendant's Exhibit Number 11
Golf Course Agreement dated November 20, 2003
7
- 8 Defendant's Exhibit Number 12
Minutes of the HOA Board of Directors Meeting
January 13, 2004
9
- 10 Defendant's Exhibit Number 13
- 11 Third Amendment to Declaration of Covenants and
12 Restrictions for International Club filed on March
13 29, 2004 in Deed Book 2714, Page 0551
14
- 15 Defendant's Exhibit Number 14
- 16 Marketing Materials for the Glens 661
17
- 18 Defendant's Exhibit Number 15
- 19 DR Horton International Club Map
20
- 21 Defendant's Exhibit Number 16
- 22 Deed from Plantation Golf A.D., LLC to the HOA filed
23 August 4, 2004 in Deed Book 2771, Page 1480 (.258
24 acres, Amenity Center parking lot)
25

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 17
3 Fourth Amendment to Declaration of Covenants and
4 Restrictions for International Club filed on
5 December 23, 2004 in Deed. Book 2840, Page 0740

6 Defendant's Exhibit Number 18
7 Minutes of the Regular Meeting of the HOA Board of
8 Directors January 18, 2005

9 Defendant's Exhibit Number 19
10 Right of Way Easement dedication from D.R. Horton,
11 Inc. to Horry County for International Club
12 Boulevard dated February 21, 2005

13 Defendant's Exhibit Number 20
14 Right of Way Easement dedication from D.R. Horton,
15 Inc. to Horry County for International Club
16 Boulevard and Pickering Drive dated February 21,
17 2005

18 Defendant's Exhibit Number 21
19 Resolution of Horry County Council to Accept
20 Dedication of Road and Drainage at International
21 Club and Pickering Drive into County Road System
22 dated February 21, 2005

23 Defendant's Exhibit Number 21A
24 Minutes of HOA Board of Directors June 10, 2005.

25 Defendant's Exhibit Number 22
Minutes of Second Annual Members' Meeting dated
August 19, 2005

- 1 CONTINUATION OF EXHIBITS:
- 2 Defendant's Exhibit Number 23
3 Horry County Warranty Agreement with D.R. Horton,
4 Inc. dated November 11, 2005
- 5 Defendant's Exhibit Number 24
6 Minutes of HOA Board of Directors Meeting May 24,
7 2006
- 8 Defendant's Exhibit Number 25
9 Warranty Deed from Cheryl Tucker Essex to Ronald E.
10 Jarmuth filed on October 23, 2006 at Deed Book 3178,
11 Page 180.
- 12 Defendant's Exhibit Number 26
13 Emails between Rosemary Toth and Jarmuth regarding
14 Amenity Center November 2007
- 15 Defendant's Exhibit Number 27
16 Minutes of HOA Board of Directors March 11, 2008
- 17 Defendant's Exhibit Number 28
18 Architectural Guidelines amended April 2008
- 19 Defendant's Exhibit Number 29
20 Emails between Beckie Abel and Jarmuth regarding ARB
21 Minutes dated June 2008
- 22 Defendant's Exhibit Number 30
23 Emails between Beckie Abel and Jarmuth regarding ARB
24 Minutes and Amenity Center dated June 2008
25

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 31
3 Email from Rosemary Toth to Jarmuth regarding the
4 Amenity Center shower dated June 18, 2008

5 Defendant's Exhibit Number 32
6 Fifth Amendment to Declaration of Covenants and
7 Restrictions for International Club filed on June
8 20, 2008 in Deed Book 3344, Page 2064

9 Defendant's Exhibit Number 33
10 Email from Rosemary Toth to Jarmuth regarding
11 Amenity Center and road dedication dated June 28,
12 2008

13 Defendant's Exhibit Number 34
14 Email from Rosemary Toth to Jarmuth regarding late
15 fees and administration fees dated July 15, 2008

16
17 Defendant's Exhibit Number 35
18 Email from Beckie Abel to Jarmuth emailing a list of
19 the resident's directory dated August 8, 2008

20
21 Defendant's Exhibit Number 36
22 Email from Rosemary Toth to Jarmuth regarding the
23 Highway 17 Connector Association dated October 4,
24 2008

25
26 Defendant's Exhibit Number 37
27 Email from Rosemary Toth to Jarmuth responding to
28 questions regarding ownership of roads and
29 dedication dated October 5, 2008

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 38
3 Email from Rosemary Toth to Jarmuth regarding
4 Exhibit "E" dated October 12, 2008

5 Defendant's Exhibit Number 39
6 Email from Jarmuth to Beckie Abel requesting
7 November 3, 2003 agreement between Plantation AD,
8 LLC and HOA dated October 16, 2008

9 Defendant's Exhibit Number 40
10 Email from Jarmuth to Beckie Abel seeking a
11 statement of account dated November 17, 2008

12 Defendant's Exhibit Number 41
13 Letter from Jarmuth to Rosemary Toth regarding HTC
14 Cable Contract dated December 12, 2008 (duplicate)

15 Defendant's Exhibit Number 42
16 Letter from Jarmuth to Rosemary regarding proposed
17 2009 Budget dated December 12, 2008

18 Defendant's Exhibit Number 43
19 Letter from Rosemary Toth to Jarmuth responding to
20 questions dated December 17, 2008

21 Defendant's Exhibit Number 44
22 Letter from Jarmuth to Beckie Abel requesting to
23 inspect K.A. Diehl management contracts dated December
24 19, 2008

25

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 45

3 Emails between Jarmuth, Rosemary Toth, and Beckie Abel
4 regarding Jarmuth's request to inspect all board
5 minutes dated December 19, 2008

6 Defendant's Exhibit Number 46

7 Letter from Jarmuth to HOA request to copy K.A. Diehl
8 contract and minutes from meeting with Villas Board
9 dated January 26, 2009

10 Defendant's Exhibit Number 47

11 Emails between Jarmuth and Beckie Abel regarding
12 request to inspect Landscape Contracts dated February
13 17, 2009

14 Defendant's Exhibit Number 48

15 Emails between Jarmuth and Beckie Abel regarding
16 request for HTC contract and confirming meeting to
17 inspect documents dated February 17th and 18th 2009

18 Defendant's Exhibit Number 49

19 Emails dated February 18, 2009 between Jarmuth and
20 Beckie Abel regarding request to inspect building
21 maintenance and HTC billing documents and confirming
22 document review

23 Defendant's Exhibit Number 50

24 Email dated February 18, 2009 from Beckie Abel to
25 Jarmuth confirming Jarmuth's receipt of HTC
correspondence

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 51

3 Letter from Jarmuth to the HOA requesting landscaping
4 contract for 2008, HOA Tax Returns for 2006-2008, HTC
correspondence, and minutes of meeting with the Villas
board dated February 20, 2009

5 Defendant's Exhibit Number 52

6 Email from Larry Sherman to Jarmuth regarding ARB's
7 decision to deny swing set dated March 16, 2009

7 Defendant's Exhibit Number 53

8 Email from Jarmuth to HOA dated April 28, 2009 with
9 attached request for voter list

9 Defendant's Exhibit Number 54

10 Quit Claim Deed from D.R. Horton, Inc. to

11 International Club Home Owners Association, Inc. filed

12 on June 19, 2009 in Deed Book 3406, Page 1694 (5.42

13 acres, entranceway to International Club)

14

15 Defendant's Exhibit Number 55

16 Email communication dated June 22, 2009 from Julie

17 Case to all property owners security and higher

18 regarding response to HTC refund

19

20 Defendant's Exhibit Number 56

21 Email communications dated June 23, 2009 between

22 Denise Ambuhl of HTC and William Freiboth regarding

23 credit allocations

24

25

- 1 CONTINUATION OF EXHIBITS:
- 2 Defendant's Exhibit Number 57
3 Email communication from Julie Case to all property
4 owners security and higher regarding HTC response for
5 credits dated June 24, 2009
- 6 Defendant's Exhibit Number 58
7 Jarmuth's Application to the ARB for a swing set dated
8 July 21, 2009
- 9 Defendant's Exhibit Number 59
10 Notice of Disapproved Request from ARB dated August 5,
11 2009 to Jarmuth for swing set
- 12 Defendant's Exhibit Number 60
13 Email dated August 22, 2009 from John White to ARB
14 Board and K.A. Diehl regarding denial of the swing set
- 15 Defendant's Exhibit Number 61
16 Letter dated August 24, 2009 from Horry County
17 Engineering Department Infrastructure & Regulation
18 Department to Michael Butryn
- 19 Defendant's Exhibit Number 62
20 Copy of International Club HOA Check #2469 dated
21 October 15, 2009 in the amount of \$2,500.00 to McNair
22 representing insurance deductible
- 23 Defendant's Exhibit Number 63
24 State of South Carolina Human Affairs Commission
25 Determination of No Reasonable Cause in Ronald Jarmuth
v. International Club HOA dated December 11, 2009

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 64
3 Letter dated January 11, 2010 from International
4 Club HOA Board of Directors to Mr. & Mrs. Gene
Malott regarding property maintenance and list of
homeowners to receive letter

5 Defendant's Exhibit Number 65
6 Astorino parking violation pictures February 11,
2010 through December 3, 2011

7 Defendant's Exhibit Number 66
8 International Club HOA Friday Facts dated March 12,
2010 regarding Central Electric Power Cooperative
seeking easement

9
10 Defendant's Exhibit Number 67
International Club HOA Friday Facts dated March 19,
11 2010 regarding Central Electric Power Cooperative
12 seeking easement

13
14 Defendant's Exhibit Number 68
15 Jarmuth's Application to the ARB dated March 22,
16 2010 for an extension of palm bed

17
18 Defendant's Exhibit Number 69
19 International Club HOA Friday Facts dated March 26,
20 2010 regarding Central Electric Power Cooperative
21 seeking easement

22
23 Defendant's Exhibit Number 70
24 International Club HOA Notice of Special Meeting
25 dated April 6, 2010

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 71
3 Notice of Approval from ARB dated April 8, 2010 of
4 Jarmuth's Application for the extension of the palm
5 bed

6 Defendant's Exhibit Number 72
7 Minutes of Special Meeting of the HOA April 19, 2010

8 Defendant's Exhibit Number 73
9 MS#194-32-01-313 T42 Collins Creek TAP Power Line
10 Easement #364 Tract #14 dated April 20, 2010

11 Defendant's Exhibit Number 74
12 Jarmuth's Application to the ARB dated April 22,
13 2010 for the installation of a bench

14

15 Defendant's Exhibit Number 75
16 International Club HOA Friday Facts dated April 23,
17 2010 regarding Special Meeting relating to Central
18 Electric Power Cooperative easement

19

20 Defendant's Exhibit Number 76
21 Landscaping Mitigation Agreement between
22 International Club HOA and Central Electric Power
23 Cooperative, Inc.

24

25 Defendant's Exhibit Number 77
Minutes of the Regular Meeting of the HOA Board of
Directors May 5, 2010

26

27

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 78
Notice of Approval from ARB dated May 10, 2010 of
3 Jarmuth's Application for the bench

4 Defendant's Exhibit Number 79
Copy of International Club HOA Check #2732 dated
5 June 10, 2010 in the amount of \$2,500.00 to McNair
representing insurance deductible

6
7 Defendant's Exhibit Number 80
Architectural Guidelines amended July 2010

8 Defendant's Exhibit Number 81
International Club HOA Board Action Without a
9 Meeting dated August 11, 2010

10 Defendant's Exhibit Number 82

11 Violation Notice from ARB dated September 27, 2010
12 to Jarmuth for the landscape with curbing and brick
13 addition to yard

14

15 Defendant's Exhibit Number 83

16 Letter to the ARB from Jarmuth dated September 30,
17 2010 enclosing application for fence and lawn edging

18

19 Defendant's Exhibit Number 84

20 International Club ARB Meeting Minutes - October 5,
21 2010

22

23 Defendant's Exhibit Number 85

24 Notice of Approval from ARB of Jarmuth's Application
25 for flower bed and edging dated October 8, 2010

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 86
3 Notice of Disapproved Request from the ARB to
4 Jarmuth for vinyl fence with brick foundation to
5 side yard dated October 8, 2010

6 Defendant's Exhibit Number 87
7 Letter from Jarmuth to the ARB received by the ARB
8 on October 13, 2010 enclosing a check from Jarmuth
9 in the amount of \$50.00

10 Defendant's Exhibit Number 88
11 International Club ARB Meeting Minutes - December 7,
12 2010

13 Defendant's Exhibit Number 89
14 International Club HOA Parking Rules 2011 dated July
15 1, 2011 (duplicate)

16 Defendant's Exhibit Number 90
17 International Club HOA Friday Facts dated July 15,
18 2011

19 Defendant's Exhibit Number 91
20 Action taken by written consent of Board of HOA
21 dated July 25, 2011 regarding parking violations

22 Defendant's Exhibit Number 92
23 Letter from Horry County Planning & Zoning
24 Department dated September 13, 2011 to Jarmuth

25

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit Number 93
3 Email from Jarmuth dated September 21, 2011
4 confirming 2009 maintenance contract and 2007 and
5 2008 election issues are moot

6 Defendant's Exhibit Number 94
7 Architectural Guidelines amended November 2011

8 Defendant's Exhibit Number 95
9 Jarmuth ARB Modification Request Application dated
10 February 27, 2012 for landscaping modification

11 Defendant's Exhibit Number 96
12 Email reply dated March 5, 2012 from Vanessa
13 Fattoross to Jarmuth email regarding Jarmuth ARB
14 Submission of February 27, 2012

15

16 Defendant's Exhibit Number 97
17 Letter dated March 16, 2012 from Vanessa Fattoross
18 of K.A. Diehl to Jarmuth regarding ARB deferral

19

20 Defendant's Exhibit Number 98
21 General Ledger Trial Balance 2004-2007 for Account
22 #422-0000

23

24 Defendant's Exhibit Number 99
25 TOPS Financial Transactions for the Golf Course July
31, 2002 through December 17, 2010

26

27 Defendant's Exhibit Number 100
28 Jenark Resident Transaction Report for International
29 Club, LLC, Golf Course, Dec 31, 2010 thru present

- 1 CONTINUATION OF EXHIBITS:
- 2 Defendant's Exhibit Number 101
- 3 Jenark Resident Transaction Report for International
- 4 Club, LLC, the Glens Condo, December 31, 2010
- 5 through the present
- 6
- 7 Defendant's Exhibit Number 102
- 8 Summary of International Club Golf Course Accounting
- 9 Records
- 10
- 11 Defendant's Exhibit Number 103
- 12 Account Balance for Ronald Jarmuth August 2012
- 13
- 14 Defendant's Exhibit Number 104
- 15 Pictures of Golf Course Irrigation System
- 16
- 17
- 18 Defendant's Exhibit Number 105
- 19 State of South Carolina Non-Profit Corporation Act
- 20
- 21
- 22 Defendant's Exhibit Number 106
- 23 Secretary of State Print Out for International Club
- 24 Homeowners Association
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1 PLAT EXHIBITS

Defendant's Exhibit A

2 Subdivision Survey of 9.79 Acres and 5.42 Acres
3 for Suntech Management, Inc. filed on October 21,
4 1998 filed in Plat Book 158 at Page 155 (reflects
5 9.79 Acres, Grand Vistas, plat referred to in
6 Exhibit "B" to Restrictive Covenants)

5 Defendant's Exhibit B

6 Lantana P.U.D. Revised Master Plan (Plat 1)
7 (formerly known as Murrells Inlet Golf Plantation)
8 Horry County, South Carolina, Prepared for
9 Plantation A.D. approved May 14, 1999

8 Defendant's Exhibit C

9 Plat of 459.22 Acres of Land Located West of
10 McDowell Shortcut Road. Socastee Township, Horry
11 County, SC prepared for Plantation A.D., LLC filed
12 in Plat Book 160, Page 79 (reflects property annexed
13 into the International Club pursuant to Exhibit "A"
14 of the Restrictive Covenants, the golf course and
15 Pebble Creek and reflects additional property that
16 may be annexed pursuant to Exhibit "B" of the
17 Restrictive Covenants, the Glens, the Highlands, the
18 Links, the Meadows, and the Cambridge)

17

18 Defendant's Exhibit D:

19 Subdivision Plat of Tract I-1A of Phase I-1 at
20 International Club PUD, filed on May 5, 2000 in Deed
21 Book 169, Page 115 (property added per Third
22 Amendment)

23

24

25

1 CONTINUATION OF EXHIBITS:

2 Defendant's Exhibit E:

3 Plat of Phasing Plan Villas at International Club
4 revised June 6, 2000 filed in Plat Book 171, Page 149
5 (Villas property added per Fourth Amendment)

6 Defendant's Exhibit F:

7 Plat of 205.36 Acres International Club Golf
8 Course Horry County, South Carolina prepared for
9 Plantation Golf, A.D. filed on January 2, 2002 in Deed
10 Book 181, Page 89

11 Defendant's Exhibit G:

12 Plat of Tract 2 & 3 Totaling 94.06 Acres located
13 International Club Golf Course filed April 29, 2003 in
14 Deed Book 189, Page 154 (property annexed per Third
15 Amendment)

16

17 Defendant's Exhibit H:

18 Combination Plat Totaling 14.10 Acres filed on May
19 9, 2008 at Plat 237, Page 296 (Ballycastle property
20 added per Exhibit "A" to restrictive covenants and
21 Fifth Amendment)

22

23 Defendant's Exhibit I:

24 International Club Subdivision Tax Map

25

26 Defendant's Exhibit Number J:

27 Subdivision Maps

28

29

30

1 WEDNESDAY, AUGUST 8, 2012
2 THE COURT: LET'S START BY INTRODUCING
3 OURSELVES. I DON'T KNOW
4 WHO ALL THESE FOLKS ARE,
5 BUT, MS. GOLDING, IF YOU'D
6 START AND TELL US WHO YOU
7 REPRESENT.
8 MS. GOLDING: OKAY. THANK YOU, YOUR
9 HONOR. HENRIETTA GOLDING
10 AND ALICIA SMITH, AND WE
11 BOTH REPRESENT THE
12 DEFENDANTS, THE
13 INTERNATIONAL CLUB
14 HOMEOWNERS ASSOCIATION,
15 INC., ROSEMARY TOTH, AND
16 K.A. DIEHL & ASSOCIATES,
17 WHICH IS A PROPERTY
18 MANAGEMENT COMPANY.
19 THE COURT: OKAY, YES, SIR.
20 MR. JARMUTH: YOUR HONOR, I'M THE
21 PLAINTIFF, PRO SE, YOUR
22 HONOR.
23 THE COURT: OKAY. YOU REPRESENT
24 YOURSELF, I PRESUME?
25 MR. JARMUTH: YES, YES, YOUR HONOR, AND

1 MY WIFE IS ASSISTING ME
2 PULLING EVIDENCE. AS A
3 PRELIMINARY MATTER, I'D
4 GIVEN THE HONORABLE JUDGE
5 JOHN ON JANUARY 17TH A
6 MEDICAL DOCUMENTATION THAT
7 AS A PENTAGON 9/11
8 SURVIVOR, I HAVE PROBLEMS
9 WITH MY VISION, MY
10 BREATHING, AND MY LEGS, AND
11 I REQUIRE OCCASIONAL BREAKS
12 TO BE ABLE TO CONTINUE.
13 THE COURT: WELL, I'M 70. I'M KIND OF
14 HOBBLING MYSELF, SO HAVE A
15 SEAT.

16 MR. JARMUTH: YES, YOUR HONOR.

17 THE COURT: ARE YOU THROUGH, SIR? I
18 DIDN'T MEAN TO INTERRUPT
19 YOU. WERE YOU FINISHED?

20 MR. JARMUTH: THERE ARE SOME PRELIMINARY
21 MOTIONS I'D LIKE TO ---

22 THE COURT: LET'S SEE WHO'S HERE FIRST.
23 NOW, YOU FOLKS ARE, I
24 PRESUME, HOMEOWNERS
25 ASSOCIATION MEMBERS OR

1 WHATEVER?
2 THE AUDIENCE: YES.
3 THE COURT: GLAD TO HAVE YOU WITH US.
4 I'M GOING TO TAKE JUST A
5 MINUTE BEFORE WE GET
6 STARTED AND TELL YOU A
7 COUPLE OF THINGS THAT MAYBE
8 WILL MAKE THIS GO A LITTLE
9 FURTHER. IF ANYBODY HAS
10 TROUBLE HEARING, LET ME
11 KNOW, OKAY?
12 THE FIRST THING I WANT TO
13 BRING TO YOUR ATTENTION,
14 AND THIS IS FOR THE
15 ATTORNEYS AND PRO SE, WE
16 ALL ARE FAMILIAR WITH THIS,
17 BUT SOMETIMES IT'S EASY TO
18 FORGET, IN OCTOBER OF '03,
19 THE SUPREME COURT THOUGHT
20 IT WAS IMPORTANT ENOUGH TO
21 ENACT AN ORDER, WHICH IS
22 THE RULE OF LAW IN THE
23 STATE. I WON'T READ ALL OF
24 IT, BUT I'M GOING TO READ
25 YOU ONE PIECE OF IT, AND I

1 WANT YOU TO ADHERE TO IT
2 TODAY. "TO OPPOSING PARTIES
3 AND THEIR COUNSEL, I PLEDGE
4 FAIRNESS, INTEGRITY, AND
5 CIVILITY, NOT ONLY IN
6 COURT, BUT ALSO IN WRITTEN
7 AND ORAL COMMUNICATIONS."
8 I'M GOING TO INSIST ON
9 THAT, OKAY?
10 YOU CANNOT TALK WHEN
11 SOMEBODY ELSE IS TALKING.
12 WE COULD ALL SING THE SAME
13 SONG AND IT MIGHT SOUND
14 PRETTY GOOD, BUT TWO PEOPLE
15 CAN'T TALK AT THE SAME
16 TIME, OKAY? SO WE'RE NOT
17 GOING TO DO THAT. IF ANY
18 OF YOU GUYS HAVE GOT CELL
19 PHONES, YOU NEED TO TURN
20 THEM OFF BECAUSE THE DEPUTY
21 WILL CONFISCATE THEM.
22 I'M GOING TO ASK YOU NOT TO
23 TALK TO EACH OTHER WHILE
24 THIS IS GOING ON BECAUSE
25 IT'S DIFFICULT SOMETIMES,

1 THE ACOUSTICS AREN'T THAT
2 GREAT IN HERE, AND WE'LL DO
3 THE BEST WE CAN. I HAVE NO
4 PRECONCEIVED IDEA OF WHAT
5 SHOULD BE DONE WITH THIS.
6 I'VE SPENT ABOUT TWO DAYS
7 READING THE MATERIAL. IT'S
8 A TREMENDOUS AMOUNT OF
9 MATERIAL. I WILL DO THE
10 VERY BEST I CAN WITH IT.
11 I CAN PROMISE YOU A COUPLE
12 OF THINGS. WHEN I HAVE
13 FINISHED, SOMEBODY, MAYBE A
14 LOT OF BODIES, WILL NOT BE
15 HAPPY. WE HAVE AN
16 EXCELLENT APPELLATE
17 PROCESS, SO PLEASE FEEL
18 FREE, IF YOU DON'T LIKE THE
19 WAY IT FALLS OUT, YOU MAY
20 APPEAL IT. I DON'T RUN FOR
21 OFFICE, SO I DON'T HAVE TO
22 WORRY ABOUT IT. I LIKE TO
23 DO THE RIGHT THING, BUT IF
24 I GET OVERTURNED, NOW, I
25 TAKE IT AS INSTRUCTIVE

1 CRITICISM AND GO ON.
2 I CAME IN `67 DOWN HERE,
3 STARTED PRACTICING, AND
4 I'VE PRACTICED ABOUT EVER
5 SINCE. ABOUT FOUR OR FIVE
6 YEARS AGO, OUR LOCAL
7 MASTER-IN-EQUITY BECAME
8 ILL, AND I WAS APPOINTED BY
9 THE SUPREME COURT TO BE
10 INTERIM MASTER-IN-EQUITY,
11 WHICH I DID, DURING THE
12 BEGINNING OF THE MORTGAGE
13 FORECLOSURE PROBLEMS, AND
14 SINCE I DIDN'T WANT TO DO
15 THAT FULL-TIME, I ASKED
16 THEM TO PLEASE TURN ME
17 LOOSE WHEN THEY HAD THE
18 ELECTION, WHICH THEY DID.
19 THAT LASTED FOR ABOUT 60
20 DAYS, UNTIL WE REALIZED WE
21 HAD ABOUT 5,000 CASES
22 BACKLOGGED IN MORTGAGE
23 FORECLOSURES. SO THEY
24 ASKED ME TO COME BACK, AND
25 I'VE BEEN DOING THAT EVER

1 SINCE IN HORRY. I WAS
2 SUPREME COURT APPOINTED TO
3 DO IT IN HORRY AS SPECIAL
4 REFEREE AND IN GEORGETOWN
5 COUNTY. SO I DO THOSE TWO
6 THINGS AND I ALSO DO
7 ARBITRATION, MEDIATION, AND
8 THIS TYPE OF SPECIAL
9 REFEREE STUFF. SO I'VE
10 BEEN AT IT A WHILE.
11 WE HEARD, BETWEEN JUDGE
12 CINDY GRAHAM AND I, OVER
13 4,000 CASES LAST YEAR. SO
14 I LOOK FORWARD TO DOING
15 THIS FOR YOU, FINISHING,
16 BUT I PROMISE YOU IT WILL
17 NOT BE PERFECT. THERE'S
18 TOO MUCH MATERIAL FOR ANY
19 ONE HUMAN TO SORT OUT.
20 IT'S SORT OF LIKE THE GREEK
21 MYTH ABOUT HERCULES
22 CLEANING OUT THE STABLES.
23 HE HAD TWO RIVERS HE
24 DIVERTED THROUGH IT. I
25 DON'T HAVE TWO RIVERS. BUT

1 I'LL GO THROUGH IT, AND
2 HOPEFULLY, WHEN WE GET
3 THROUGH, EVERYBODY WILL BE
4 ABLE TO GO BACK AND LIVE
5 PEACEFULLY AND WITH SOME
6 DIGNITY AND GO FORWARD, BUT
7 IT WILL NOT BE A PERFECT
8 DECISION. THERE'S NO HUMAN
9 COULD DECIDE A CASE THAT'S
10 GOT 50 OR 60 CAUSES OF
11 ACTION AND HUNDREDS OF
12 EXHIBITS.

13 NOW, TO THE LAWYERS, WITH
14 EXHIBITS, THIS IS KIND OF
15 HOW I WANT TO DO THAT.
16 WE'VE PROBABLY SPENT A WEEK
17 WITH EXHIBITS, ARGUING
18 ABOUT THEM, WHAT CAN BE
19 ADMISSIBLE AND WHAT CAN'T,
20 AND THIS IS THE WAY I WOULD
21 LIKE TO HANDLE THAT, AND
22 WE'RE GOING TO. I'M GOING
23 TO BE PRETTY LENIENT ON
24 EXHIBITS.
25 I'M GOING TO LET ABOUT

1 EVERYTHING IN, BUT I WANT
2 YOU TO, IF YOU'VE GOT AN
3 OBJECTION TO EXHIBITS, MAKE
4 YOUR OBJECTION. I WILL
5 TAKE JUST ABOUT EVERYTHING
6 SUBJECT TO THE OBJECTION,
7 AND THEN I WILL ASK THE
8 COURT REPORTER TO DELIVER
9 ALL OF THEM TO MY OFFICE
10 HERE ON THIS FLOOR, AND
11 WHEN I TAKE THE REST OF THE
12 CASE WITH ME TO DECIDE, I
13 WILL TAKE ALL THE EXHIBITS.
14 SO IT WILL NOT BE NECESSARY
15 -- I SEE SOME RECORDINGS.
16 DON'T PLAY ME ANY
17 RECORDINGS. Y'ALL HAVE ALL
18 HEARD THEM. I DON'T WANT
19 TO SIT HERE AND LISTEN TO
20 THEM AGAIN. I'LL LISTEN TO
21 THEM AGAIN. I'LL LISTEN TO
22 THEM, THERE'S NO USE TO RUN
23 THE CLOCK AND SPEND MORE
24 MONEY THAN WE'VE GOT TO.
25 ANYTHING THAT I CAN DO ON

1 MY OWN LATER, I THINK I'M
2 SMART ENOUGH TO LISTEN TO
3 THEM BY MYSELF. MAPS AND
4 THINGS, IF THERE'S SOME
5 PARTICULAR POINT YOU WANT
6 TO MAKE, FINE; OTHERWISE, I
7 KNOW HOW TO READ MAPS.
8 I'VE BEEN DOING IT LONGER
9 THAN I WANT TO REMEMBER, SO
10 I DON'T NEED MUCH HELP WITH
11 THAT, AND THAT GOES FOR
12 PLAINTIFF AND DEFENDANT
13 WITH REFERENCE TO EXHIBITS.
14 PRETTY MUCH EVERYTHING WILL
15 COME IN.
16 NOW, BECAUSE IT COMES IN
17 DOESN'T MEAN THAT I'M GOING
18 TO SAY IT'S ADMISSIBLE. I
19 MIGHT THROW IT OUT LATER,
20 MAY WELL, BUT I CAN'T STOP,
21 AS MANY AS WE'VE GOT, AND
22 RULE ON EACH ONE AND HOPE
23 TO BE THROUGH ANYTIME
24 WITHIN MY LIFETIME. SO
25 THAT'S HOW WE'RE GOING TO

1 DO THAT. WE WILL NOT --
2 LIKE I SAID, I'VE GOT ALL
3 THESE PRELIMINARY PRE-TRIAL
4 BRIEFS. I DO NOT NEED FOR
5 YOU TO MAKE OPENING
6 STATEMENTS. WE'LL START
7 OFF, I'LL USE THOSE AS A
8 BASIS, I'M FAMILIAR WITH
9 IT, I'VE READ ALL OF THEM,
10 AND WHEN WE FINISH, WE'LL
11 SUBMIT PROPOSED ORDERS.
12 RATHER THAN MAKING YOU DO A
13 BRIEF YOU CAN'T USE, I'LL
14 GET BOTH SIDES TO DO A
15 PROPOSED ORDER, AND I'LL
16 SIGN ONE ORDER OR THE OTHER
17 OR COMBINE THEM OR FIX THEM
18 HOWEVER I DEEM BEST, AND I
19 WOULD SAY THAT YOU SHOULD,
20 AS LONG AS THIS THING'S
21 BEEN GOING ON, A COUPLE,
22 TWO OR THREE WEEKS, YOU
23 SHOULD BE ABLE TO GET
24 ORDERS BACK. I'LL DECIDE
25 IT WITHIN A WEEK OR TWO.

1 SO, HOPEFULLY, FOLKS,
2 WITHIN SOMETIME EARLY OR
3 MID SEPTEMBER, WE'LL BE
4 THROUGH.

5 I'LL BE GLAD TO, LIKE I
6 SAID, I'LL BE GLAD FOR YOU
7 TO OBJECT AND TO RAISE ANY
8 POINTS YOU WANT TO, BUT
9 IT'S KIND OF LIKE FLYING A
10 PLANE. YOU GET ON IT;
11 YOU'RE A PASSENGER OR A
12 PILOT. IN THIS PARTICULAR
13 CASE, IN THIS PARTICULAR
14 DAY, I'M GOING TO BE FLYING
15 THE PLANE. SO DON'T GIVE
16 ME ANY ADVICE ABOUT HOW TO
17 DO THIS, OKAY? I KNOW HOW
18 TO DO IT. ALL RIGHT, CALL
19 YOUR FIRST WITNESS, SIR.
20 MR. JARMUTH: YOUR HONOR, BEFORE WE
21 BEGIN, I HAVE A PRELIMINARY
22 MATTER, WHICH COULD BE BEST
23 DESCRIBED AS A THRESHOLD
24 MATTER; AND, IN FACT, I
25 FEEL I'M BEING TRIED BY

1 AMBUSH. BACK IN JANUARY,
2 THE DEFENDANT ---

3 THE COURT: WAIT JUST A MINUTE. WHAT
4 ARE YOU DOING?

5 MR. JARMUTH: I HAVE A PROBLEM WITH THE
6 DEFENDANTS' EXHIBITS AND
7 THREE WITNESSES, YOUR
8 HONOR.

9 THE COURT: DID YOU MAKE A MOTION?

10 MR. JARMUTH: I'LL EXPLAIN WHY I HAVE
11 BEEN UNABLE TO. THIS IS
12 THE FIRST TIME I'VE SEEN
13 ANY OF THIS IN PAPER. AS A
14 MATTER-OF-FACT, IN JANUARY,
15 THE -- WELL, THROUGH TODAY,
16 THE DEFENDANT HAS NEVER
17 GIVEN ME A SINGLE PIECE OF
18 PAPER. THEY GAVE ME
19 SEVERAL CD'S BACK IN
20 OCTOBER, SOME MORE, THE
21 LAST OF WHICH CAME, MOST OF
22 THEM WERE IN MARCH AND TWO
23 EXHIBITS, I BELIEVE, IN
24 JULY, AND THEY WERE
25 IDENTIFIED BY -- IF I MAY

1 PASS THIS TO THE DEFENDANT

2 AND I CAN PASS IT TO YOU,

3 THIS IS HOW THEY'RE

4 IDENTIFIED ON THE CD, WITH

5 THE TITLES OF THE EXHIBITS.

6 THE COURT: ARE YOU GOING TO INTRODUCE

7 THIS?

8 MR. JARMUTH: THIS IS THE, A DUB OF THE

9 CD WHICH THE DEFENDANT GAVE

10 ME ---

11 THE COURT: I KNOW WHAT IT IS. ARE YOU

12 GOING TO TRY TO INTRODUCE

13 THIS IS WHAT I'M ASKING

14 YOU.

15 MR. JARMUTH: NO. IT'S NOT EVIDENCE FOR

16 THE CASE, IT'A A MATTER FOR

17 DECIDING ADMISSIBILITY

18 AGAINST SOME EVIDENCE.

19 THE COURT: ALL RIGHT. GO AHEAD.

20 MR. JARMUTH: BUT AS YOU CAN SEE, THERE

21 ARE BATES NUMBERS ON EACH

22 AND A CRYPTIC DESCRIPTION,

23 AND THERE ARE A NUMBER OF

24 THEM, AND I'M KIND OF

25 FAMILIAR WITH WHAT WAS ON

1 THEM, AND THEY'RE KIND OF
2 ORGANIZED AT RANDOM, AND I
3 DIDN'T GET PAPER. I, ON
4 THE OTHER HAND, GAVE THE
5 DEFENDANT, WAY BACK IN
6 JANUARY, SOME CORRECTIONS,
7 THE SAME THING AS THIS,
8 MARKED WITH MY RULE 16
9 THING IN JANUARY WITH SOME
10 CORRECTIONS AS RECENTLY AS
11 JULY. SO THERE'S NO
12 CONFUSION, WHAT I WAS
13 INTRODUCING, THE NUMBERS,
14 AND EVERY ONE OF THEM HAD
15 BEEN GIVEN THEM AS FAR BACK
16 AS MARCH OF 2009.

17 I PREVIOUSLY HAD REQUESTED
18 THE ACTUAL FINANCIAL
19 RECORDS, ELECTRONIC FORM,
20 BECAUSE FINANCIAL RECORDS
21 AS KEPT BY THE DEFENDANTS
22 ARE ACTUALLY SQL, WHICH IS
23 SYSTEM PROGRAM LANGUAGE,
24 DATABASES, AND YOU DO A
25 REPORT, YOU CAN DO IT ANY

1 WAY YOU WANT TO CONTROL
2 WHAT PRINTS OUT, AND I
3 WANTED TO DO MY OWN
4 RESEARCH. THEY NEVER, TO
5 THIS DAY, EVER GAVE ME THE
6 DATA FORMAT FILES, AND SO
7 I'VE NEVER BEEN ABLE TO
8 REALLY RESEARCH PROPERLY
9 THE DISCOVERY, THE
10 FINANCIAL RECORDS. I'VE
11 GOTTEN FROM THEM WHAT THEY
12 CHOSE TO GIVE ME. HOWEVER.
13 IT'S KIND OF DIFFICULT TO
14 READ.
15 THE COURT: HOLD JUST A MINUTE. PRIOR
16 TO TODAY, HAVE YOU MADE A
17 MOTION TO COMPEL ANY
18 DISCOVERY?
19 MR. JARMUTH: YES, I DID, MANY TIMES.
20 THE COURT: WHO HEARD THAT?
21 MR. JARMUTH: YOUR HONOR?
22 THE COURT: WHO HEARD THE MOTION TO
23 COMPEL?
24 MR. JARMUTH: JUDGE HYMAN, JUDGE JOHN,
25 AND THEY WERE DIRECTED TO

1 GIVE IT TO ME, AND RECENTLY
2 I MADE A DISCOVERY DEMAND
3 ON DIEHL AND FROM MCNAIR
4 FOR THE DATA OF ELECTRONIC
5 FORM RECORDS, AND THEY GAVE
6 ME BACK, SAYING, "WE
7 OBJECT," BUT THEY DID GIVE
8 ME ONE FILE ON A CD, WHICH
9 CONTRADICTED A FILE THEY'D
10 GIVEN ME PREVIOUSLY ON A
11 CD, AND THEY GAVE IT TO ME
12 AFTER JUDGE JOHN HAD
13 ORDERED ANOTHER PARTY,
14 WHICH WAS D.R. HORTON, TO
15 GIVE ME THEIR FINANCIAL
16 FILE VERSION OF WHAT I'D
17 SEEN IN, IN DIEHL, AND I
18 MENTIONED IN SOME
19 PRELIMINARY EXHIBITS THAT
20 THERE WAS A MAJOR
21 CONTRIBUTION SHOWING THAT
22 THERE WAS A SHORTAGE OF
23 HUNDREDS OF THOUSANDS OF
24 DOLLARS. AND IT APPEARED
25 THAT THE LAST FILE, WHICH

1 CAME ON JULY 2ND WHICH
2 COVERED THE SAME PERIOD AND
3 WAS CONTRADICTORY OF WHAT
4 HORTON GAVE ME BY ORDER OF
5 JUDGE JOHN, OVER AFFIDAVIT,
6 WAS -- WELL, I'M NOT GOING
7 TO GO TO EXPLAIN, TRY TO
8 GUESS WHY THEY GAVE THAT TO
9 ME, BUT ---
10 THE COURT: OKAY. THANK YOU.
11 MR. JARMUTH: --- THERE'S ISSUES WITH
12 THAT, OKAY? THE, BASED
13 UPON THE JANUARY 11TH RULE
14 16 THEY GAVE ME, JUDGE JOHN
15 ORDERED DEPOSITIONS TO BE
16 TAKEN, FOR ONE THING,
17 WITNESSES WHO MAY OR MAY
18 NOT SHOW. HE SAID VERY
19 CLEARLY, "IF YOUR WITNESS
20 CAN'T MAKE IT, WE NEED TO
21 BE TOLD. IF YOU HAVEN'T
22 TAKEN A DEPOSITION, YOU'RE,
23 YOU'RE OUT OF LUCK". I DID
24 DEPOSITIONS OF SEVERAL OF
25 THEIR WITNESSES BASED UPON

1 THE JANUARY 11TH AND MOST
2 OF MY WITNESSES. I DID NOT
3 DO A DEPOSITION OF CHARLIE
4 FERRERA, EVEN THOUGH HE WAS
5 SUBPOENAED, BECAUSE MCNAIR
6 SAID THAT DATE WAS
7 UNACCEPTABLE. THEY
8 PROPOSED, I MENTIONED A
9 PROBLEM WITH ME WAS MR.
10 FERRARA WAS GOING TO
11 CHARLESTON FOR MEDICAL
12 TREATMENT, SO HE NEVER GOT
13 DEPOSED. THAT'S MY
14 PROBLEM, BUT THE REASON HE
15 DIDN'T IS BECAUSE THEY'RE,
16 INSISTED ON A DEPOSITION
17 DATE WHEN MR. FERRARA WAS
18 SEEKING MEDICAL TREATMENT.
19 IN YESTERDAY'S EMAIL,
20 WHICH I OPENED AROUND
21 NOONTIME, I GOT A DOCUMENT,
22 WHICH I'VE YET TO GET THE
23 PAPER, THAT A CERTIFICATE
24 OF SERVICE WAS MAILED TO
25 ME, BASED UPON THE DATE ON

1 THE DOCUMENT, WHEN I OPENED
2 THE PDF, WAS CREATED AROUND
3 4:00, THE EMAIL WAS AROUND
4 4:00, THERE'S NO WAY, THAT
5 WAS MAILED YESTERDAY, COULD
6 GET TO ME TODAY. I'VE YET
7 TO GET TO SEE THE PHYSICAL,
8 RULE 16, BUT THAT'S NOT THE
9 BIG PROBLEM.

10 THE BIG PROBLEM IS IT
11 ADDED THREE WITNESSES WHO
12 WERE NOT ON THE JANUARY
13 11TH LIST, AND THEREFORE, I
14 DID NOT HAVE AN OPPORTUNITY
15 TO DEPOSE THEM, AND I
16 BELIEVE THAT THAT
17 CONSTITUTES A TRIAL BY
18 AMBUSH. THEY SHOULD NOT BE
19 PERMITTED TO BRING IN THE
20 THREE NEW WITNESSES BECAUSE
21 THEY WERE NOT LISTED ON THE
22 JANUARY 11TH, THEREFORE
23 THEY WERE NOT DEPOSED PER
24 JUDGE JOHN'S ORDER. THAT'S
25 THE FIRST THING.

1 SECONDLY, THE JANUARY 11TH
2 VERSION OF THE RULE 16, WAS
3 THE 79 EXHIBITS. I
4 EXPECTED I'D GET FROM THEM
5 THE SAME SORT OF THING I
6 GAVE THEM, WHICH IS PAPER,
7 NUMBERED, SOMEHOW
8 CORRESPONDED. I NEVER GOT
9 THAT. IN THE THING THAT I
10 GOT BY EMAIL YESTERDAY,
11 WHICH I'VE NEVER GOTTEN
12 PAPER, WHICH WAS DATED
13 TODAY, AS A MATTER-OF-FACT,
14 THE RULE 16 IS SIGNED BY
15 MS. GOLDING, AUGUST 8TH AS
16 THE DATE, THEY LISTED A
17 TOTAL AMOUNT OF 114
18 EXHIBITS, WHICH ARE
19 COMPLETELY DIFFERENT THAN
20 THE LIST ON THE JANUARY
21 11TH THING AND, MOST
22 IMPORTANTLY, IF YOU LOOK AT
23 THE EXHIBIT LIST, THEY BEAR
24 ABSOLUTELY NO RELATIONSHIP
25 TO THE THING THEY GIVE ME

1 ON THE CD. THEY LACK THE
2 BATES NUMBERS, SO I CAN'T
3 TRACK THEM TO THAT. I'VE
4 NEVER SEEN THOSE, MOST OF
5 THEM BEFORE. THEY'RE NOT
6 FAMILIAR. I BELIEVE THAT
7 UNLESS THEY CAN SHOW ME THE
8 BATES NUMBERS TO SHOW THEY
9 PRODUCED THEM TO ME
10 EARLIER, THEY SHOULD BE
11 INADMISSIBLE BECAUSE IT'S
12 TRIAL BY AMBUSH.

13 YOU CAN'T ON THE DAY OF THE
14 TRIAL BRING IN EVIDENCE
15 THAT YOU HAVEN'T PROVIDED
16 THE OTHER SIDE, AND VERY
17 IMPORTANTLY, MS. GOLDING
18 HAD INSISTED TO ME IN
19 ABSOLUTE TERMS OR IT MAY,
20 EXCUSE ME, HAVE BEEN HER
21 ASSISTANT, ALICIA THOMPSON,
22 THAT I HAVE MARKED MY
23 EXHIBITS VERY CAREFULLY AND
24 NOT PUT ANY MARKS ON THEM,
25 SO I ADHERED CLOSELY TO

1 THEIR GUIDANCE, AND THAT'S
2 WHY I HAVE MINE PRE-
3 NUMBERED ON, THE WAY THEY
4 ARE, NOT, DELIVERED AS FAR
5 BACK AS MARCH.

6 FOR YOUR HONOR'S BENEFIT, I
7 SHOULD SAY, I PRE-FILED
8 WITH THE COURT THE
9 TRANSCRIPTS OF THE
10 DEPOSITIONS WITH THE
11 EXHIBITS, AND I BELIEVE
12 THAT BECAUSE JUDGE JOHN
13 ORDERED THAT THE
14 TRANSCRIPTS, I BELIEVE,
15 SHOULD BE ADMISSIBLE, AND
16 THE EXHIBITS, I PROPOSE TO
17 USE AT LEAST THE EXHIBITS
18 FROM THE DEPOSITIONS WHEN I
19 CALL WITNESSES OR IN THE
20 ABSENCE AND THE
21 TRANSCRIPTS, `CAUSE THE
22 REASON I'M GIVING THEM TO
23 THE COURT REPORTER TODAY IS
24 THAT THEY ARE PRE-FILED
25 WITH THE COURT.

1 I WOULD SAY, FOR THE
2 BENEFIT OF THE COURT
3 REPORTER AND YOUR HONOR,
4 THAT I'VE, I'VE BEEN
5 UNDERGOING JAW
6 RECONSTRUCTION, WHICH IS
7 WHY, ONE OF THE REASONS IT
8 WAS DELAYED TILL NOW, AND
9 I'VE GOT NUMEROUS STITCHES
10 IN MY MOUTH, AND IF I'M
11 UNINTELLIGIBLE, PLEASE ASK
12 ME TO REPEAT, BECAUSE I'M
13 HAVING DIFFICULTY LEARNING
14 HOW TO TALK AGAIN.

15 SO, SO, AS A PRELIMINARY
16 MATTER, I HAVE A PROBLEM
17 WITH EVERY ONE OF THE
18 EXHIBITS BECAUSE I HAVEN'T
19 SEEN THEM BEFORE ON PAPER
20 AND THEY'RE NOT DESCRIBED
21 1839 BY BATES, WHAT THEY
22 GAVE ME BEFORE ON CD, THE
23 TITLE HAS ABSOLUTELY NO
24 RELATIONSHIP TO THEM, AND
25 THE LIST OF THEM, THEY JUST

1 GAVE ME BY EMAIL. I OPENED
2 IT AROUND NOONTIME
3 YESTERDAY, AND I HAVEN'T
4 GOTTEN THE PAPER LIST EVEN
5 TODAY. THANK YOU, YOUR
6 HONOR.
7 THE COURT: MS. GOLDING?
8 MS. GOLDING: YOUR HONOR, THE EXHIBIT
9 NOTEBOOK THAT I PROVIDED TO
10 MR. JARMUTH THIS MORNING IS
11 THE SAME, CONSISTS OF THE
12 SAME DOCUMENTS THAT WE HAVE
13 HAD THROUGHOUT THE
14 DISCOVERY OF THIS CASE OVER
15 THE LAST THREE YEARS. ALL
16 THE WITNESSES THAT WE HAVE
17 LISTED IN OUR PRE-TRIAL
18 BRIEF HAVE BEEN IDENTIFIED
19 LONG BEFORE TODAY. IN
20 FACT, I THINK WE HAD A PRE-
21 TRIAL BRIEF IN JANUARY OF
22 THIS YEAR, AND ALL THOSE
23 WITNESSES WERE LISTED.
24 YOUR HONOR, THERE IS
25 ABSOLUTELY NO BASIS TO WHAT

1 MR. JARMUTH IS SAYING.

2 THE COURT: THANK YOU. I'M GOING TO

3 NOTE YOUR OBJECTION. CALL

4 YOUR FIRST WITNESS.

5 MR. JARMUTH: YOUR HONOR, I'M NOT GOING

6 TO CALL WITNESSES YET. I

7 INTEND TO WORK FROM

8 EVIDENCE INITIALLY. ---

9 THE COURT: I DON'T KNOW THAT I

10 MENTIONED THIS. I CAN READ

11 DEPOSITIONS. DON'T READ ME

12 DEPOSITIONS. DON'T HAVE

13 ANYBODY READ DEPOSITIONS.

14 MS. GOLDING, DO NOT READ ME

15 DEPOSITIONS.

16 MS. GOLDING: I WILL NOT, YOUR HONOR.

17 THE COURT: JUST SUBMIT THE

18 DEPOSITIONS. IF YOU WANT

19 THEM INTO EVIDENCE, HAND

20 THEM UP, I'LL READ THEM.

21 I'M NOT GOING TO MAKE

22 EVERYBODY SIT HERE AND

23 LISTEN TO SOMETHING Y'ALL

24 HAVE ALL HEARD BEFORE, AND

25 I'VE GOT PLENTY OF TIME TO

1 READ THEM LATER. IT'S A
2 WASTE OF TIME, OKAY? SO
3 WHATEVER YOU WANT, IF
4 YOU'VE GOT DEPOSITIONS YOU
5 WANT TO INTRODUCE, YOU CAN
6 MARK THEM AND HAND THEM UP.
7 THAT GOES FOR PLAINTIFF AND
8 DEFENDANT.

9 NOW, THAT WON'T PREVENT
10 YOU FROM OBJECTING TO THE
11 INTRODUCTION OF IT, BUT I'M
12 GOING TO LET HIM INTRODUCE
13 IT, AND THE SAME WOULD BE
14 TRUE FOR YOU, SIR. IF SHE
15 INTRODUCES ONE YOU DON'T
16 WANT HER TO HAVE, YOU CAN
17 OBJECT TO IT, AND I'LL TAKE
18 IT SUBJECT TO THE OBJECTION
19 AND I'LL LOOK AT IT WHEN I
20 GET ALL OF THEM IN ONE BIG
21 PILE SPREAD OUT ON THE
22 FLOOR, AND DECIDE WHAT TO
23 DO WITH THEM, OKAY?
24 MR. JARMUTH: YOUR HONOR, MY COMMENT TO
25 THAT IS, WHEN I SEE IT, IF

1 I RECOGNIZE IT, IT
2 SHOULDN'T BE A PROBLEM. I
3 HAVE REALLY NO PROBLEM WITH
4 BROAD ADMISSION OF EVIDENCE
5 THERE. I JUST -- I WAS
6 CONCERNED BECAUSE I WAS
7 UNABLE TO PREPARE FOR THAT
8 BECAUSE I WAS PREPARING
9 JUST THE JANUARY 11TH LIST,
10 WHICH LISTED FINITE, 79
11 EXHIBITS, NOT 116, AND VERY
12 DIFFERENT EXHIBITS, AND IN
13 PREPARING FOR THE TRIAL AND
14 QUESTIONS I HAVE, I WAS
15 GOING TOWARDS THAT BECAUSE
16 WHAT YOU SEE HERE IS A
17 SUBSET OF THE 7,000 THINGS
18 I GAVE THEM IN DISCOVERY,
19 AND I DIDN'T EXPECT THEM TO
20 PREPARE FOR 7,000. THAT'S
21 WHY I LISTED, I WAS GIVING,
22 I GAVE THEM WAY BACK IN
23 JANUARY OR EARLIER THE
24 EXHIBITS I WAS USING, AND I
25 EXPECTED FROM THEM THE SAME

1 THING.

2 DON'T ASK ME TO THINK

3 ABOUT WHAT I SAW IN A ROOM

4 OCTOBER 3RD IN THE MCNAIR

5 OFFICE, TELL ME WHICH

6 EXHIBITS YOU'RE ACTUALLY

7 GOING TO USE, DON'T TELL ME

8 ABOUT THE WITNESSES YOU MAY

9 CALL, JUST TELL ME THE ONES

10 YOU WILL CALL, AND THAT WAS

11 THE PURPOSE OF THE JANUARY

12 11TH LISTING, WHICH WAS A

13 SUBSET OF ALL THE ONES THEY

14 NAMED BACK IN OCTOBER. THE

15 FIRST TOPIC, YOUR HONOR, IS

16 A QUESTION, IT'S A MATTER

17 OF LAW, WHETHER THE

18 INTERNATIONAL CLUB

19 HOMEOWNERS ASSOCIATION,

20 INC. IS NOT THE HOA THAT'S

21 MANDATED IN THE COVENANTS.

22 I'LL ARGUE IT IS NOT. THE

23 COVENANTS OF THE PUD ---

24 THE COURT: WAIT A MINUTE. ARE YOU

25 GOING TO TESTIFY?

1 MR. JARMUTH: I'M ARGUING, YOUR HONOR.

2 THE COURT: WELL, I WANT YOU TO CALL

3 WITNESSES. IF YOU'VE GOT

4 WITNESSES ---

5 MR. JARMUTH: I DON'T NEED A WITNESS FOR

6 THIS MATTER, YOUR HONOR.

7 THE COURT: YES, YOU DO.

8 MR. JARMUTH: IT'S A MATTER OF LAW.

9 THE COURT: WELL, THEN COME AROUND AND

10 GET SWORN AND TESTIFY SO

11 SHE CAN CROSS -- SEE, SHE

12 CAN'T CROSS-EXAMINE WITH

13 YOU ARGUING, OKAY? BE GLAD

14 TO HEAR FROM YOU, BUT WE'VE

15 GOT TO DO SOME ORDER IN IT,

16 AND SHE'S GOT A RIGHT TO

17 CROSS-EXAMINE YOU.

18 RONALD JARMUTH, AFTER HAVING BEEN CALLED TO THE

19 STAND AND DULY SWORN, TESTIFIED AS FOLLOWS:

20 COURT REPORTER: WILL YOU STATE YOUR NAME

21 AND SPELL

22 YOUR LAST?

23 MR. JARMUTH: MY NAME IS RONALD JARMUTH.

24 WHAT ELSE DID YOU WANT,

25 MA'AM?

1 COURT REPORTER: WOULD YOU SPELL YOUR LAST
2 NAME?

3 MR. JARMUTH: J-A-R-M-U-T-H.

4 (MR, JARMUTH TESTIFIES.)

5 MR. Jarmuth The covenants of the PUD
6 unambiguously state the definitions it
7 provides are the meanings to be applied.
8 The covenants are my Exhibit 547, Article I,
9 covenants page two, Deed Book 2117 at Page
10 1356 and following; the article of
11 definitions says, "When used in this
12 Declaration, unless the context shall permit
13 or require otherwise, the following words
14 shall be the following meanings, and all
15 definitions shall be applicable to the
16 singular and plural forms of such terms,"
17 Section 1.3 defines the
18 HOA as the Murrells Inlet Golf Plantation
19 Association, Inc. and no other. Some call
20 that organization MIGPA. MIGPA is an actual
21 South Carolina non-profit corporation. The
22 International Club Association, ICA, is
23 another actual South Carolina non-profit
24 corporation. The International Club, LLC,
25 is a third corporation. It's one for

1 profit. Yeah, this would be the golf
2 course. So you've got the Murrells Inlet
3 Golf Plantation Association, the
4 International Association, the International
5 Club, and then you've got the Defendant,
6 International Club Homeowners Association.
7 Please note the intermediate words,
8 "Homeowners," called ICHOA, before actual
9 corporation.

10 A controlling question
11 before The Court is which of the four
12 inherits the rights and obligations stated
13 in the covenants relative to the PUD. That
14 affects the standing of the Defendant IHOA
15 to contest some of the matters or not, the
16 association, they can't contest the
17 covenants or the definitions. Section 1.3,
18 Association, in the -- well, actually, I'm
19 quoting them, Section 1.3, "Association
20 means Murrells Inlet Golf Plantation
21 Association, Inc. (a South Carolina
22 eleemosynary corporation), its successors
23 and assigns." The South Carolina Non-profit
24 Corporation Act, 33-31-401(b) ---
25 MS. GOLDING: YOUR HONOR, JUST FOR THE

1 RECORD, I'M GOING TO BE
2 OBJECTING TO ANY KIND OF
3 TESTIMONY HE HAS AS TO
4 LEGAL MATTERS, ANY CITATION
5 OF CASES AND LAW ---
6 THE COURT: I UNDERSTAND. I'LL NOTE
7 YOUR OBJECTION, AND I'M
8 GOING TO TAKE IT AS
9 EVERYTHING ELSE. SUBJECT
10 TO THE OBJECTION, I'LL LET
11 YOU GO FORWARD FROM THERE.
12 MS. GOLDING: THANK YOU, YOUR HONOR.
13 THE COURT: ALL RIGHT. GO AHEAD, SIR.
14 Mr. Jarmuth: The South Carolina Non-
15 profit Corporation Act, 33-31-401(b),
16 requires a non-profit corporation's name to
17 be unique from any other organization doing
18 business in South Carolina. That statute is
19 Plaintiff's 216. The covenants state that
20 the only applicable bylaws are those of the
21 named, the named association, and the name
22 was MIGPA, and further, that the purpose of
23 said bylaws is not to control homeowners'
24 property but to control the operations of
25 the association.

1 Section 1.5, "By-Laws of
2 the Association shall mean and refer to
3 those By-Laws of Association which governs
4 the administration and operation of the
5 Association," that being a quote, equitable
6 rights of original association. I'm arguing
7 that whoever the association is has certain
8 equitable rights. Neither the developer nor
9 the association were required to provide
10 recreational amenities. The developer was
11 allowed to have his own private facilities,
12 which could have been common areas or not,
13 only if he designated them.

14 Going back to the
15 covenants, Article II, "Plan of
16 Development," covenants, Plaintiff's 547,
17 page six, Deed Book 2117 at 1360, quote,
18 "Section 2.5. Developer's Right to
19 Establish Private, Semi-Private or Public
20 Clubs and Facilities." Rather than waste
21 the time reading it, I'll just summarize it
22 to say that, because you can read it in the
23 record, that the covenants provide that you
24 could have clubs there, and so, conceivably,
25 ICHOA, the Defendant, could be running the

1 amenity center as a private club, and that's
2 not contrary to the covenants and it's as
3 stated.

4 It says anybody basically
5 can have a private club and had support from
6 the association common areas. Even when the
7 association developer actually built
8 recreation amenities, their use is optional
9 and the developer or association would only
10 charge for the actual use of those
11 facilities along the lines of a private
12 club. There is neither -- There's nothing
13 to prevent a non-profit corporation, which
14 is not the one named in the covenants, from
15 owning and operating private recreational
16 facilities of the PUD. When Sunbelt sold
17 homes at Pebble Creek, it promised buyers to
18 build a facility ---

19 MS. GOLDING: YOUR HONOR, I'M GOING TO
20 MAKE AN OBJECTION TO ANY
21 REFERENCE TO HEARSAY.

22 SUNBELT, WHAT THEY
23 PROMISED, THEY'RE NOT A
24 PARTY TO THE LAWSUIT.

25 THE COURT: YES, DON'T GIVE US HEARSAY

1 TESTIMONY, PLEASE, SIR. GO
2 AHEAD THOUGH, AND WE
3 APOLOGIZE FOR INTERRUPTING.

4 MR. JARMUTH: I HAVE READ A DOCUMENT,
5 WHICH I'LL PRODUCE LATER, I
6 CAN'T GET TO IT HERE, WHICH
7 HAS A STATEMENT BY SUNBELT
8 THAT ---

9 MS. GOLDING: JUST NOTE, I WILL MAKE
10 CONTINUING OBJECTION TO ANY
11 REFERENCES. THANK YOU,
12 YOUR HONOR.

13 MR. JARMUTH: WHICH HAS A STATEMENT BY
14 SUNBELT AND IT HAPPENS TO
15 BE IN THE SUNBELT
16 COVENANTS, RECORDED IN THE
17 RECORDER OF DEEDS OFFICE
18 HERE, WHICH SAYS THAT ---

19 THE COURT: WHY DON'T YOU STOP AND GET
20 IT? WE'VE GOT TIME. DO
21 YOU KNOW WHERE IT IS?

22 Mr. Jarmuth: Well, it will take me
23 some time to find it. I'll bring it in
24 later, Your Honor.

25 THE COURT: OKAY. ALL RIGHT.

1 Mr. Jarmuth: But when I deposed R.
2 Scott Pyle, the owner of Plantation A.D., we
3 asked about the developer's agreement, which
4 is an Exhibit, and I'll reference the number
5 later, in the exhibit book.

6 The agreement was between
7 Plantation A.D., supposedly, on its face,
8 Sunbelt, the developer of Pebble Creek, and
9 Horton, who bought property in 2003. It was
10 never signed by Plantation, even though it
11 supposedly was between them. It said Horton
12 and Sunbelt were going to pick up the
13 obligation of Plantation A.D. to build the
14 amenities. Plantation A.D. was not the
15 original developer.

16 In 1997, a corporation
17 called the Murrells Inlet Golf Plantation,
18 Inc. filed the original plans with the Horry
19 County Planning Division, and it showed, and
20 it's one of the Exhibits there, I think the
21 first plat, which is entitled Murrells Inlet
22 Golf Plantation Association, it shows as
23 parts of G2 a clubhouse. The document which
24 I referred to, which is for the Pebble Creek
25 covenants, says explicitly that if the

1 developer doesn't build the amenities as
2 provided on that plat, G2, Sunbelt was going
3 to build the amenity center, basically, a
4 pool and cabana in some, in Pebble Creek
5 using some of those lots. I'll bring some
6 witnesses about that later.

7 Plantation A.D., the
8 original developer, had a contract with
9 Sunbelt. Let me talk about that contract,
10 Your Honor. I served a subpoena on Sunbelt
11 for the, the contracts and agreement. I
12 served that subpoena in March of 2009,
13 immediately after I filed suit. At the
14 time, Sunbelt responded with an objection,
15 which was not heard by The Court until
16 January of 2012.

17 In the original
18 objection, he admitted to the existence of
19 the documents, and he said they were so
20 numerous, it'd be a burden to him to produce
21 it and they had trade secrets and other
22 proprietary information. When he finally
23 was ordered by the judge to produce
24 everything he had, his response in January
25 2017 [sic], three years later, was, "I

1 destroyed them," which is spoliation of
2 evidence. So basically I did my best to get
3 those contracts, and if I indirectly have to
4 get to them, it's not because of a failure
5 of due diligence on the Plaintiff, it's a
6 spoliation of evidence by a subpoenaed
7 corporation, Sunbelt, that should've had
8 them. Horton was also subpoenaed for the
9 documents. They made the same declaration,
10 their objection. When they were ordered to
11 produce it by Judge John in January, they
12 too said they destroyed all the documents,
13 but they preserved financial records, which
14 they produced.

15 Now, Section 2.1, "Plan
16 of Development of the Subdivision," says,
17 "The Developer and the Association, that is
18 the one named in the covenants, as the case
19 may be, shall have the right to assess and
20 collect reasonable fees and charges for the
21 use of Recreational Amenities." That
22 covenant never says that if you don't use
23 the amenities, you've got to pay for the
24 use. The right to collect it is for the
25 use.

1 I argue that the moment
2 the covenants were executed, it imbued the
3 association, whoever Your Honor declares
4 that it be, to, with equitable rights
5 independent of the developer, which the
6 developer could not have retracted, to
7 operate and charge for the use of
8 recreational amenities. It also gave them
9 some additional rights, equitable rights.

10 If we look at Article 7,
11 "Use Restrictions" of the covenants, Section
12 4.17, "Wells and Effluent," it says, "There
13 is hereby reserved for the benefit of
14 Developer, the Association an alienable,
15 transferable and perpetual right and
16 easement to pump water from lagoons, ponds
17 and other bodies of water located within the
18 Subdivision for the purpose of irrigating
19 any portion of the Subdivision, for fire
20 control, for other purposes; to drill,
21 install, locate, maintain and use water" --
22 "wells, pumping stations," et cetera, the
23 point of the matter is, riparian rights are
24 well known to be equitable rights, and I
25 would argue that in 1999, when the covenants

1 were declared, the association, who you
2 decide it to be, had equitable rights and
3 nobody without the consent of the
4 association could sever those rights and
5 transfer them to the IHOA Defendant, who was
6 not named in the covenants.

7 Plantation A.D., when
8 they did the covenants and at least
9 amendment one, had benefit of counsel, and
10 R. Scott Pyle testified at a deposition that
11 Counsel Newby wrote the covenants and
12 amendment number one. He also testified in
13 his deposition that he's just a financial
14 guy and he really had no idea about any of
15 this and he never, Plantation A.D. never
16 built a single house, never sold to a
17 homeowner a single lot. He didn't build the
18 golf course because Plantation Golf A.D., a
19 separate corporate entity, actually built
20 the golf course, and they were not the
21 original golf course. It was, originally,
22 the golf course was part of Murrells Inlet
23 Golf Plantation itself. It was not
24 separate. This also gave the HOA named in
25 the covenants the right to sell the water

1 for irrigation purposes, perhaps, to the
2 golf course.

3 Name change, Section 33-
4 31-404, "Name change filing requirements,"
5 Plaintiff's 317 (217), provides explicit
6 requirements to what filing requirements
7 must be done to have a binding and legally
8 sufficient name change. The key element is
9 to put the world on notice by indexing the
10 old and new names and to note names of any
11 related entities who are affected by the
12 name change.

13 When I inspected the deed
14 indexes at the Recorder of Deeds, I found no
15 such document. No such document was ever
16 produced in discovery by the Defendant. R.
17 Scott Pyle at his deposition conceded they
18 never filed anything other than the
19 covenants and amendment number one. There
20 has never, thus, been a name change, as a
21 matter-of-fact, recorded with the Secretary
22 of State, who the name change has to be
23 recorded with or the Horry County Recorder
24 of Deeds, no one which even came close to
25 meeting the filing requirements. Subsection

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2 the covenants were executed, it imbued the
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22 of State, who the name change has to be
23 recorded with or the Horry County Recorder
24 of Deeds, no one which even came close to
25 meeting the filing requirements. Subsection

1 -- Your Honor is welcome to determine
2 whether Subsection D makes clear that no
3 modification or anything which comes before,
4 before the name change is effective, such as
5 changing of pre-existing covenant, unless
6 the filing is properly done.

7 Indexing, that's taken
8 care of by Section 30-9-40 of the code. It
9 seems to provide that immediately after the
10 filing of a writing instrument, the Register
11 of Deeds or Clerk of Court shall enter upon
12 the proper index in his office, which is,
13 which constitutes integral, necessary, and
14 inseparable part of the recordation of a
15 deed, mortgage or other written instrument
16 for any and all purposes, whatever. 30-9-40
17 provides, quote, and, Your Honor, is the one
18 who's going to interpret it, not me, "The
19 entries in the index required to be made are
20 notice to all persons" of indexing mortgage
21 or other written instruments, and it's not
22 notice to anyone until it's properly
23 indexed, as required by law.

24 I cite Thomas v. Thomas,
25 286 South Carolina, 294, 298, 333, S.C. 2nd

1 76, 78, Court of Appeals, 1985, citing
2 Bradley and Guess, 165 South Carolina 161,
3 163, Southeast 2nd, 466, 1932, which says,
4 "According to Section 30-9-40 `proper
5 indexing supplies inquiry notice of an
6 instrument, while recordation without proper
7 indexing supplies no notice at all.'"

8 The decision goes on to
9 note that Section 30-9-40 -- 30-9-10 of the
10 code establishes the manner in which to
11 accomplish proper indexing and provides that
12 an instrument conveying land should be
13 indexed, alphabetically, under the names of
14 the grantor and grantee, and in the
15 covenants, the grantee is the PUD. They
16 say, "See South Carolina code 30-9-10
17 ('Reference shall be had by means of two
18 indexes, both containing the year of
19 registry, names of parties, the alphabetical
20 arrangements of one being according to the
21 names of the parties who executed the
22 writing and of the other according to the
23 names of the parties to whom they were
24 executed.') When construed together," dash
25 10 and dash 40 require that to provide

1 proper notice an instrument conveying an
2 interest in land or affecting it including
3 covenants must be indexed alphabetically
4 under the names of both the grantee and the
5 grantor. There isn't a single one of the --
6 Well, let's pass that on.

7 On May 10th, 2000, the
8 developer Plantation A.D. amended the
9 covenants, Plaintiff's 551. At the time,
10 there were no homeowners. The amendment
11 stated that the developer desired, quote,
12 "To amend the Declaration in certain
13 particulars." It also said that the
14 developer desired to add additional
15 properties owned by it."

16 The amendment reads,
17 Plaintiff's 551, quote, and this is very
18 important, "The name `Murrells Inlet Golf
19 Plantation' is hereby changed to
20 International Club. Wherever the name
21 `Murrells Inlet Golf Plantation' appears in
22 the Declaration, it should now be read as
23 `International Club'. The Declaration shall
24 now be referred to as the Declaration of
25 Covenants and Restrictions for International

1 Club."

2 It said nothing about the
3 homeowners association. The Defendants
4 argue it applies to the homeowners
5 association, as well, and changed who'd be
6 the homeowners association. Let's look at
7 that. Amendments two through five, each
8 recited that all the above was designed to
9 do was to add property and to change the
10 name of the PUD, amendment number two, April
11 29th, '03, Plaintiff's 555, amendment three,
12 3/29 of '04, Plaintiff's 559, amendment
13 four, 12/28/04, Plaintiff's 561, amendment
14 five, August 20th, '08, Plaintiff's 563.

15 I note that the IHOA, it
16 can be argued, at least from their point of
17 view, to taking control of the PUD in
18 September of 2007, but we see, in August of
19 2008, a year later, the developer still was
20 controlling the PUD, because he did
21 amendment number five. All of these
22 subsequent amendments recite the following
23 exact statement, quote, "Whereas, by
24 Amendment to Declaration of Covenants and
25 restrictions for Murrells Inlet Golf

1 Plantation (Now International Club) dated
2 May 8th, 2000," which was amendment one,
3 "and recorded May 9th, 2000 in Deed Book
4 2258 at Page 1453, Horry County records,
5 Developer/Declarant changed the names of the
6 subdivision subject to said Declaration to
7 `International Club,'" end quote.

8 He didn't say he also
9 changed the name of the association, and
10 this statement was made in four subsequent
11 amendments, exactly word-for-word, and every
12 one of them had benefit of counsel, and
13 there's a issue there. The recital never
14 states an intent to change the name of the
15 association.

16 Per Arcadian Shores
17 Homeowners v. Cromer, 644 Southeast 2nd,
18 778, 373, South Carolina 292, Court of
19 Appeals, 2007, quote, "Nor will a
20 restriction be enlarged or extended by
21 construction or implication beyond the clear
22 meaning of its terms, even to accomplish
23 what may be thought the parties would have
24 desired had a situation which later
25 developed been foreseen by them at the time

1 when the restriction was written," end
2 quote.

3 The developer Plantation
4 A.D. was actually indifferent. That was
5 because Plantation never filed anything
6 related to the name change with the Planning
7 Commission, with the Recorder of Deeds, or
8 the South Carolina Secretary of State. It
9 was only after Horton brought out, bought
10 out Plantation A.D.'s remaining property on
11 April 29th, 2003, Plaintiff's 556, on June
12 19th, 2003, that summer, Horton actually
13 filed documents with the Planning Commission
14 using the International Club PUD name.

15 Before that, everything was Murrells Inlet
16 Golf Plantation PUD, Plaintiff's 461,
17 International Club Development approval by
18 the Planning Commission. To today, nothing
19 has been filed, specifically, nothing that
20 changed the HO name.

21 The Defendants argue that
22 Plantation A.D. amendment not only changed
23 the PUD name but required that property
24 owners deal with a different HOA. This is a
25 real problem because as of the day of

1 amendment one, 5/10/2000, substantial
2 property had already been sold by Plantation
3 subject to the original covenants, and that
4 already sold property in MIGPA had mutual
5 rights and obligations.

6 So, January 19th, 1999,
7 golf course property sold, deed, Plantation
8 544, and that property is the golf course
9 today, and that sale of almost half the
10 property of the PUD occurred prior to
11 amendment number one. February 3rd, 1999,
12 Pebble Creek property sold, which is where
13 Plaintiff's property is located, deed,
14 Plaintiff's 545. This is not to say the
15 developer could not amend the covenants in
16 other respects which do not affect equitable
17 rights and obligations, such as use
18 restrictions. The covenants explicitly gave
19 the developer the right to make changes
20 which do not retract equitable rights
21 without the consent of owners, see covenant
22 amendment, Plaintiff 547, number one.

23 Let's look at Section 8.5
24 about amendments, which this is our
25 Plaintiff's 547, page 25, in Deed Book 2117

1 at 137, quote, "(a) Amendment by Developer.
2 For a period of 15 years, Developer may
3 amend this Declaration in any particular
4 without the approval of any Owner. In the
5 event that such amendment materially alters
6 or changes any Owner's right to the use and
7 enjoyment of such Owner's unit, such
8 amendment shall be valid only upon the
9 written consent thereto by a majority in
10 number of their existing Owners affected
11 thereby," and no owners were solicited,
12 matter-of-fact, for permission. No notice
13 was given.

14 Name transposition --
15 Covenants and contracts are to be strictly
16 construed. If a difference of opinion as to
17 the meaning of a covenant or a contract to
18 be ascertained by reading the document, then
19 the issue is a material matter of law and no
20 parol evidence is admitted. Here, the
21 meaning can be easily ascertained by
22 excluding the alternative suggested by the
23 current IHOA. First, the developer clearly
24 stated his meaning in amendment one to
25 contemporaneous clarifying language in

1 amendments two through five. He intended
2 only to change the name of the PUD. It was
3 a marketing issue.

4 In 1998 and 1999, the
5 golf course went by the name Traditions Golf
6 Course. See page four of February 8th,
7 1999, Sunbelt Golf Course used a marketing
8 agreement, Plaintiff's 546. By 2000, the
9 golf course was now using the name the
10 International Club. The first question for
11 The Court is, given the clarification of
12 amendments two through five, did the
13 developer mean to change the name of the PUD
14 and also the name of the HOA to the
15 International Club HOA or even to
16 International Club? The second question is
17 -- First of all being, did he mean to change
18 just the PUD or the, also the HOA.

19 Second question is, could
20 this developer do this legally since
21 amendment one came after the sale of the
22 golf course in Pebble Creek, which subjected
23 them to an association called MIGPA, and
24 MIGPA had equitable rights, riparian rights
25 in the ponds, or rights to operate and get

1 income from the many facilities?

2 The third question is, if
3 the developer could make the change and did
4 satisfy the recording requirements, did the
5 -- did he do that? Then the, the fourth
6 question, which is really a very controlling
7 question is, if all this occurred, which of
8 the four contenders is the HOA? Is it the
9 Murrells Inlet Golf Plantation Association,
10 is it International Club Association, is it
11 International Club Homeowners Association,
12 or is it the International Club?

13 Let's apply the
14 transposition rule, which the Defendants
15 used to make their case. It's in the answer
16 they gave. The Defendants claim that
17 literally applying the change of amendment
18 one gives the IHOA the rights and
19 obligations of the HOA. The Plaintiff
20 argues, that's me, that's either MIGPA or
21 ICA. The formula from amendment one says,
22 "Wherever the name 'Murrells Inlet Golf
23 Plantation' appears in the Declaration, it
24 should now be read 'International Club.'" I
25 have this worksheet, Plaintiff's 567, name

1 change worksheet, and the court reporter may
2 want to pass it up to the judge. It's very
3 important to actually see this, literally.

4 COURT REPORTER: WHICH ONE?

5 MR. JARMUTH: IT'S IN THERE, MY 547 --
6 567.

7 COURT REPORTER: I HAVE 566 AND THIS GOES TO
8 600.

9 MS. JARMUTH: IT'S ON THE SIDE OF THE
10 BOOK.

11 COURT REPORTER: OKAY. THIS IS TO 566 AND
12 THEN I DO NOT HAVE ANYTHING
13 FROM 566 TO 600.

14 MS. JARMUTH: THIS ONE IS 567.

15 COURT REPORTER: OKAY. I'M MISSING THAT
16 ONE.

17 THE COURT: HAS IT BEEN MARKED?

18 MR. JARMUTH: IT'S MARKED 567.

19 THE COURT: IT'S MARKED AS WHAT?

20 MR. JARMUTH: 567.

21 THE COURT: MADAM COURT REPORTER, HAVE
22 YOU GOT THAT?

23 COURT REPORTER: I DO NOT HAVE THAT ONE.

24 THE COURT: ALL RIGHT. MARK IT FOR US.

25 MS. GOLDING: THAT EXHIBIT IS NOT LISTED

1 ON MR. JARMUTH'S EXHIBIT
2 LIST THAT WAS PROVIDED, AND
3 WE HAVE NOT BEEN PROVIDED A
4 COPY, IF WE COULD IDENTIFY
5 WHAT IT IS.

6 THE COURT: THAT'S YOUR OBJECTION?

7 MS. GOLDING: I DON'T KNOW WHAT IT IS.

8 THE COURT: OKAY. SHOW IT TO MS.

9 GOLDING SO SHE CAN SEE WHAT
10 SHE WANTS TO OBJECT TO, IF
11 ANYTHING.

12 PLAINTIFF'S EXHIBIT NUMBER 567
13 MARKED FOR IDENTIFICATION.

14 MS. GOLDING: I DON'T KNOW WHAT THIS IS,
15 YOUR HONOR. QUITE FRANKLY,
16 I HAVE NO IDEA WHAT IT IS.

17 THE COURT: WHAT'S IT MARKED AS?

18 MR. JARMUTH: 567.

19 THE COURT: IT'LL BE PLAINTIFF'S
20 EXHIBIT 567. ALL RIGHT.

21 WHAT'S YOUR OBJECTIONS, MS.

22 GOLDING? YOU DON'T KNOW
23 WHAT IT IS?

24 MS. GOLDING: I DON'T KNOW WHAT IT IS,
25 YOUR HONOR.

1 THE COURT: WHAT IS IT, SIR?
2 MR. JARMUTH: IT IS A ATTORNEY WORK
3 PRODUCT SHEET WHICH SHOWS
4 THE NAME TRANSPOSITIONS.
5 SIR, I BROUGHT THOSE OVER -
6 --
7 MS. GOLDING: IT IS A WHAT?
8 MR. JARMUTH: IT'S A ATTORNEY WORK
9 PRODUCT BOOK WHICH SHOWS
10 NAME TRANSPOSITIONS.
11 MS. GOLDING: WHO IS THE ATTORNEY THAT
12 PREPARED EXHIBIT ---
13 MR. JARMUTH: I DID. I BROUGHT IT TO YOU
14 IN DECEMBER OF 2011, THE
15 WHOLE BOOK.
16 MS. GOLDING: I WILL JUST MAKE AN
17 OBJECTION TO THAT DOCUMENT,
18 YOUR HONOR.
19 THE COURT: ALL RIGHT. I'LL NOTE YOUR
20 OBJECTION.
21 MS. GOLDING: THANK YOU, YOUR HONOR.
22 THE COURT: I'M GOING TO LET IT IN WITH
23 EVERYTHING ELSE.
24 Mr. Jarmuth: That document was also
25 given to them back in the summer of 2009.

1 If you look at, start with the phrase,
2 "Murrells Inlet Golf Plantation Association,
3 Inc.," strike the phrase, "Murrells Inlet
4 Golf Plantation," insert, "International
5 Club," the transposition rule says you now
6 have International Club Association, Inc.
7 You don't get the intermediate phrase,
8 "Homeowners," using exact formula, you get,
9 "International Club Association." You don't
10 -- You also don't get International Club,
11 LLC, which is the golf course.

12 To get to IHOA, you'd
13 have to have started with a name which is
14 International Club Golf Plantation
15 Homeowners Association, without, without the
16 name cited in the covenants. So by using
17 the argument of Defendants that they are
18 named by amendment one, you can't get there
19 from here. You have to start with
20 International Club Plantation Homeowners
21 Association. "Homeowners" are not in the
22 original name. Important dates, November
23 20th, 2008, International Club, LLC,
24 Incorporated, Plaintiff's 568, October 5th,
25 2010, International Club, fictitious name,

1 Horry County, Book 3484 at 1188, 569, it
2 says MIGPA is using the fictitious name of
3 International Club Association; December
4 1st, 2010, International Club Association,
5 Inc., Incorporated, Plaintiff's 570, March
6 7th, 2010, Articles of Merger filed with the
7 Secretary of State, International Club
8 Association into MIGPA, Plaintiff's 571, and
9 this was also recorded by me with the
10 Recorder of Deeds. Thus, if the development
11 never meant to change the name of the HOA,
12 the intended HOA is MIGPA. If he did intend
13 to change it, it's International Club
14 Association, which by merger is also MIGPA.

15 Now, there's another
16 important matter. South Carolina has no
17 homeowners association act. North Carolina,
18 Georgia, West Virginia, Virginia,
19 California, and most other states do have
20 such an act. For many years, the
21 legislature has attempted to pass a
22 homeowners association act.

23 Before 1977, it was
24 illegal in South Carolina to sell a condo,
25 which is space in the air. In 1977, the

1 legislature saw fit to pass the Vertical
2 Property Act, which enabled homeowners to
3 buy a unit in the air without a footprint on
4 the ground, but they never passed a
5 homeowners association act. The
6 International Club Homeowners Association
7 and MIGPA and ICA are incorporated under the
8 South Carolina Non-profit Corporation Act.
9 It says so on the Articles of Incorporation.
10 It says so on the approval documents from
11 the Secretary of State. So, clearly,
12 they're governed by the South Carolina Non-
13 profit Corporation Act.

14 At this time, the law
15 explicitly bars a non-profit corporation
16 from forcing a member to join or remain a
17 member of a non-profit corporation, makes
18 members of non-profits not liable for the
19 debts of the non-profit corporation. We may
20 question the logic of this and maybe say
21 HOA's should be a special situation, but the
22 legislature has not agreed.

23 They say, by not passing
24 special exception statute, that non-profit
25 HOA's have to go strictly by the South

1 Carolina Non-profit Corporation Act. I have
2 yet to find a single decision affecting a
3 homeowners association which goes by some
4 other statute. We look to the matter before
5 Judge Hyman in this court regarding
6 Wedgefield Plantation. They have had
7 numerous decisions, it's made a lot of
8 people angry, under the South Carolina Non-
9 profit Corporation Act, I believe, September
10 17th to be a final trial on that matter in
11 this court.

12 South Carolina 33-31-601,
13 "Admission of Members," says they can't be
14 forced to join. 33-31-612 says if the HOA
15 or any non-profit corporation endows debts,
16 the non-profit can't assess the members to
17 fulfill a judgment against them, and 33-31-
18 620 says, which is Plaintiff's -- these are
19 219, 220, 221, says a member can quit
20 anytime and there's no constraints or
21 restrictions on that.

22 Although Plaintiff must
23 conform to the covenants, he can't be forced
24 to join or remain a member of the Defendant
25 IHOA, is not responsible for its operational

1 debts since it's paying off the judgment won
2 by the Villas in this court last year
3 against the IHOA. The IHOA is, however, a
4 bona fide corporation, incorporated March
5 1st 2001, Plaintiff's 552, and it's governed
6 by the South Carolina Non-profit Corporation
7 Act.

8 The "Admission of
9 Members" says, quote, "No person may be
10 admitted as a member without his consent."
11 The second one, "Resignation", says. "A
12 member may resign at any time," period, 612,
13 liability, "A member of a corporation is
14 not, as such, personally liable for the
15 acts, debts, liabilities, or obligations of
16 the corporation." As a matter of law, if
17 Defendant is the HOA, then I can't be forced
18 to remain, to join, remain a member, can't
19 be held, assessed an assessment, a
20 computation of, of part of the money which
21 will be used to pay the Villas judgment,
22 which I think was around \$75,000 when you
23 consider all the aspects.

24 In this lawsuit as part
25 of my Complaint, I demand a return of all

1 money collected from me for the period
2 reaching back so far as the law will allow
3 or from my predecessor. It is noted that
4 until Plaintiff filed suit in 2009, the
5 Defendant denied existence of amendments two
6 through four to the covenants and till 2011
7 refused to produce a single document of
8 those amendments, even though they're
9 required to maintain in their permanent
10 records those documents. To today, the
11 Defendants have refused to produced the IHOA
12 voter list and the actual financial
13 documents which exist in their native form
14 as data filed system, structured query
15 language document, financial database,
16 Plaintiff's 137, demand for e-documents, and
17 number 138, the Defendants' refusal to
18 produce. That's all I have, Your Honor, on
19 the question of who is -- which corporation
20 is the HOA.

21 THE COURT: ALL RIGHT.

22 CROSS-EXAMINATION

23 BY MS. GOLDING:

24 **Q: Mr. Jarmuth, you became a property owner in**
25 **the International Club in October of 2006; is**

1 that correct?

2 A: Yes, ma'am.

3 Q: And you received a deed to your property,
4 which deed specifically states that you're
5 subject to the Declaration of Covenants and
6 Restrictions; is that correct?

7 A: Yes, ma'am.

8 Q: And your deed also references that it's the
9 International Club; is that correct?

10 A: If you say so.

11 Q: No, sir, Mr. Jarmuth. You're testifying. Do
12 I have to show you a copy of your deed ---

13 A: Yes, ma'am.

14 Q: --- where it says, now, the International
15 Club? Please look at that ---

16 A: It says that I'm subject to the covenants of
17 the International Club Plantation. I'm not
18 disputing that the covenants don't apply --
19 I'm not disputing that they do not apply to
20 International Club Plantation. I've already
21 testified that everybody intended to change
22 the name of the Plantation, the PUD.

23 Q: So you agree that you became a member and live
24 in the International Club; is that correct?

25 A: I'm saying that the document speaks for itself

1 and says that I agreed to become subject to
2 the covenants of the Murrells Inlet Golf
3 Plantation, now the International Club PUD.

4 MS. GOLDING: YOUR HONOR, THIS IS
5 DEFENDANT'S EXHIBIT 25, MR.
6 JARMUTH'S DEED.

7 **Q: With respect to the International Club**
8 **Homeowners Association, the Defendant that you**
9 **sued, you've just admitted to the -- That is a**
10 **legal entity authorized by the South Carolina**
11 **Secretary of State; is it not?**

12 A: It is a legally organized non-profit
13 corporation.

14 **Q: And that entity has been collecting**
15 **assessments from you since you became a**
16 **member; has it not?**

17 A: Which I have paid under protest.

18 **Q: Yes. But you have paid that entity; have you**
19 **not? You have paid ---**

20 A: In March of 2009, I filed a motion with The
21 Court to allow me to deposit the money into
22 the accounts of the Clerk of Court, and I
23 believe it was Judge Hyman who ruled that the
24 cost of The Court of administering that would
25 be more than the cost of each month's \$75 or

1 so check. So, clearly, I put The Court on
2 record that I objected to the whole matter.

3 **Q: So, in October of 2006 through March of 2009,**
4 **you paid your assessments to this Defendant**
5 **that you have sued; have you not?**

6 A: Because I was under the fraudulent
7 misrepresentation by the IHOA that they were
8 the association named in the covenants. At
9 the time, I had actually not been given the
10 covenants, but of course, I was on notice of
11 the covenants because they're at the Recorder
12 of Deeds.

13 **Q: And at that time, when you joined in March of**
14 **2006, you knew that there would be a**
15 **homeowners association; did you not?**

16 A: Yes, ma'am.

17 **Q: And you knew that this homeowners association**
18 **maintains properties in the International Club**
19 **community; did you not?**

20 A: No, I didn't. And as a matter-of-fact, they
21 didn't until, until -- beyond 2007, Horton
22 owned all the property. IHOA only owned the
23 plot of land on which the amenity center was
24 built and didn't own the building -- his quit-
25 claim deed to the building itself had not been

1 signed over. It was not until at least 2008
2 that Horton signed over deeds to common
3 property to the HOA.

4 So except for the plot of land for the
5 amenity center, the IHOA did not own any land
6 in the association, and I explained further
7 that just because Horton gave the IHOA a body
8 of land, it could've given Joe Schmo a body of
9 land, it didn't make them the association
10 since they're the owner of a piece of land.

11 **Q: Well, when you joined in 2006, this Defendant,**
12 **the Association, owned the land where the**
13 **amenity center is situated; did it not?**

14 A: Actually, I object to the phrase, 'joined'. I
15 never joined, I never did any overact of
16 joining. I merely received a coupon book from
17 K.A. Diehl which said my assessments were of
18 such amount and didn't -- there was no
19 document that said, "And you're also joining
20 the association."

21 **Q: Well, you took those assessments, that payment**
22 **book and you used those coupons; did you not?**

23 A: Actually, I, for the most part, did not use
24 it. After the first three months, I did not
25 use the coupons.

1 Q: But you wrote checks out of your personal
2 checking account and you sent it to this
3 Defendant; did you not?

4 A: I sent it to K.A. Diehl.

5 Q: And you wrote these checks payable to the
6 International Club Homeowners Association?

7 A: Actually, Ms. Golding, I didn't, because from
8 2001 through 2011, the Board of directors
9 minutes said International Club Property
10 Owners Association and the coupon books said
11 International Club Property Owners
12 Association, so I wrote my checks, per the
13 coupon books, to the International Property
14 Owners Association, and it's a mystery to me
15 how the International Club HOA could negotiate
16 checks made out to the International Club
17 Property Owners Association. Only after I'd
18 been screaming about this in 2006, seven,
19 eight, nine, '10, and '11 did the new coupon
20 books change to the International Club
21 Homeowners Association. So until 2011, you
22 guys were collecting and cashing checks made
23 out to the International Club Property Owners
24 Association.

25 Q: And that didn't cause you any problem or

1 **confusion because you sent the checks in,**
2 **didn't you?**

3 A: I sent them in. I was confused, and since
4 2006, I was protesting there was an issue
5 here, and I didn't want to get liens. K.A.
6 Diehl was telling me I'd have a lien on my
7 property if I didn't make it out as stated.

8 **Q: And so you made out the checks?**

9 A: As stated, to the International Club Property
10 Owners Association, not -- I never paid any
11 money to the International Club Homeowners
12 Association until 2011, and then as earlier,
13 they were all, since 2006, under protest.

14 **Q: Well, when you started this lawsuit, you sued**
15 **the International Club Homeowners Association,**
16 **right?**

17 A: Yes, ma'am.

18 **Q: And you started this lawsuit in April of 2009,**
19 **right?**

20 A: Yes, ma'am.

21 **Q: And you knew at that time that this**
22 **organization that you sued owned property in**
23 **the International Club, right?**

24 A: (Pause.)

25 **Q: You knew it owned real estate in the**

1 **International Club?**

2 A: No, I didn't. I had no way of knowing that.

3 **Q: So you did not know that the homeowners**
4 **association owned the amenity center?**

5 A: There was a lot of discussion about whether

6 ---

7 **Q: You need to answer the question.**

8 A: No.

9 **Q: And then you're not denying that that was a**
10 **matter of public record, the deed has been**
11 **recorded since November of 2000 -- or August**
12 **of 2004, are you?**

13 A: The only deed which was of record ---

14 **Q: Please answer the question, and then you can**
15 **explain.**

16 A: The, the only deed of record which I had
17 later, later found ---

18 MS. GOLDING: YOUR HONOR, CAN YOU ---

19 THE COURT: WAIT JUST A MINUTE.

20 PLEASE, SIR, JUST ANSWER

21 THE QUESTION YES OR NO

22 AND THEN EXPLAIN IT AFTER

23 YOU ANSWER.

24 A: Please repeat the question.

25 **Q: Mr. Jarmuth, isn't it a fact that the deed for**