

26

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Larry B. Hyman, Jr., Common Pleas Court Judge

Trial Court Case No.: 2013-CP-26-00980
Appellate Court Case No.: 2014-001152

RAWCLIFFE RESORTS, INC.,

Respondent.

v.

MATT BECKER AND ASSOCIATES, INC. d/b/a OCEAN BREEZE
VACATIONS, MATT BECKER AND KAREN CLARK BECKER,

Appellants.

RECORD ON APPEAL

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RECEIVED

FEB 09 2015

SC Court of Appeals

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In The Court Of Appeals

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Civil Action No.: 2013-CP-26-00980

Rawcliffe Resorts, Inc.)

Plaintiff,)

v.)

Matt Becker and Associates, Inc.)

d/b/a Ocean Breeze Beach Vacations,)

Matt Becker and Karen Clark Becker,)

Defendants.)

ORDER OF CONTEMPT
(Violations of Temporary Injunction)

HORRY COUNTY
FEBRUARY 12 PM 1:45
CLERK OF COURT

PRESIDING JUDGE:
COURT REPORTER:
DATE OF HEARING:
PLAINTIFF'S ATTORNEY:
DEFENDANTS' ATTORNEY:

The Honorable Larry B. Hyman
Kay Richardson
February 10, 2014
James L. Hills and Jennifer D. Hills
Randall K. Mullins

This matter came before the Court on an Order and Rule to Show Cause and Petition and Citation for Contempt filed by the Plaintiff's counsel on August 29, 2013 and duly served on both individual Defendants named above, as well as the corporation Matt Becker and Associates, Inc., on September 10, 2013. This motion was originally scheduled to be heard on October 2, 2013, but the hearing was continued from that day until February 10, 2014 as a result of a Motion for Continuance filed by the Defendant's counsel on October 1, 2013. Also heard contemporaneously on February 10, 2014 were four (4) other motions: Defendants' Motion for a Protective Order, Defendants' Motion for a Stay of Proceedings, Plaintiff's Amended Motion to Compel Discovery, and Defendants' Amended Motion to Compel Discovery. Though all were heard that day, only the Plaintiff's Motion for a Rule to Show Cause is discussed in this order and the results of the other motions shall be outlined in a separate order.

Present at the hearing, for the Plaintiff, were James L. Hills and Jennifer D. Hills, attorneys, and a representative of the Plaintiff, Lee J. Rawcliffe, President of Rawcliffe Resorts, Inc. Present for the Defendants were Matt Becker, Owner/President of Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations; Karen Becker, Defendant and employee of Ocean Breeze Beach Vacation; and counsel for the Defendants, Randall K. Mullins.

After hearing the testimony of the Parties and their witnesses, examining the pleadings and exhibits presented by the Parties, this Court now makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Plaintiff is a corporation with its principal place of business in Horry County, South Carolina. Defendants are citizens and residents of Horry County, South Carolina and have been for more than six months prior to the commencement of this action. This Court has jurisdiction over both the parties and the subject matter of this action.
2. Karen Becker, Matt Becker, and Matt Becker as agent for Matt Becker & Associates, Inc., were all properly served with the Plaintiff's Rule to Show Cause, as evidenced by the Affidavits of Service in this Court's file.
3. Pursuant to a Motion for a Temporary Injunction filed by the Plaintiff on February 15, 2013, the parties freely entered into a Consent Order Granting Temporary Injunction Against Ocean Breeze Beach Vacations and Karen Becker (hereafter "Temporary Injunction") on April 2, 2013. That order was signed by the Honorable Benjamin H. Culbertson and includes the signatures of all parties and their counsel at that time, as well as the initials of each party on each page. This Order was filed the same day.

4. The Temporary Injunction clearly states that:

"Defendants shall not use by word (whether oral or written) any description of any amenity owned by Plaintiff, or imply access to any amenity owned by Plaintiff. These amenities include, but are not limited to: . . . "Sand Dunes Water Park". (Consent Order Granting Temporary Injunction, April 2, 2013)

5. The Plaintiff called as its first witness Lee J. Rawcliffe, who is President of Rawcliffe Resorts, Inc. Mr. Rawcliffe testified about his personal experiences with disgruntled customers of Ocean Breeze Beach Vacations who were given fake wristbands by the Defendants. His testimony, in summary, was that those customers bearing fake wristbands were denied access to amenities owned by Rawcliffe Resorts, Inc. His employees are able to distinguish fake wristbands because those wristbands did not have that week's codes on them and thus were clearly not authentic wristbands provided by the resort. The Court found his testimony entirely credible.
6. Next David Rivera, facilities manager of Rawcliffe Resorts, Inc., testified to his personal experiences discovering fake wristbands on customers of Ocean Breeze Beach Vacations during the summer season of 2013. His testimony was that he repeatedly encountered customers of the Defendants' who had fake wristbands and were attempting to access Rawcliffe Resorts amenities without being aware that their rooms did not entitle them to use of those amenities. He specifically testified to his experience with Kim Ball, a customer of Ocean Breeze Beach Vacations, whose deposition was taken and the transcript of that deposition admitted into evidence without objection. The Court found his testimony entirely credible.
7. Ms. Ball's testimony, in summary, was that she and her family were explicitly told by Ms. Becker in a telephone conversation at the time they reserved their room that they would have access to amenities, specifically including the water park. Upon arriving

at the resort, Ms. Ball testified that she and her family were denied access to the water park and notified the Beckers of this problem via a voicemail to Ms. Becker's telephone. The call was not returned, and Ms. Ball testified that she called again and spoke to Matt Becker, who said that he would relay the message to his wife. Shortly thereafter, the desired number of wristbands were left in their hotel room in an envelope. Upon attempting to use these wristbands, Ms. Ball's family was notified by Rawcliffe Resort employees that their wristbands were not authentic. Ms. Ball and her family were informed that because their wristbands were fake, they would not be allowed to come back to the water park for the remainder of their stay. At that time Ms. Ball testified that she was put into contact with Mr. Rawcliffe, who asked that she sign an affidavit recounting her experience. After Ms. Ball signed an affidavit recounting her experience, Mr. Rawcliffe gave she and her family members authentic wristbands in order that their family vacation not be ruined. Ms. Ball specifically testified, upon questioning by Mr. Mullins, that she did not know she would be receiving authentic wristbands when she signed the affidavit.

8. At the close of the Plaintiff's showing, counsel for the Defendants, Mr. Mullins, moved to dismiss the Plaintiff's Rule to Show Cause for failure to meet their burden of proof. The Court summarily denied this motion without hearing argument from the Plaintiff.
9. The Defendants called as their first witness Matt Becker, President and agent of Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations. Mr. Becker testified that, although he had no recollection of that phone call or any information relating to wristbands and the use of amenities as it relates to Rawcliffe Resorts, he must have

talked to Ms. Ball if Ms. Ball said he had (Transcript of Record, February 10, 2014, page 63, line 12). Mr. Becker offered no other explanation for how Ms. Ball ended up with fake wristbands similar to those of guests of Rawcliffe Resorts. When asked about his wife's affidavit from the Temporary Hearing, in which she stated that she had "always" procured wristbands for her guests so they could use the water park, he acknowledged her admission and still denied any personal knowledge of these activities and offered no credible explanations. The Court found his testimony lacked credibility.

10. Next Karen Becker, employee of Ocean Breeze Beach Vacations, testified for the Defendants. Ms. Becker also denied any knowledge of any fake wristbands being given to her customers after the date of the Temporary Injunction. She did admit, however, that she "always" ordered wristbands for her guests to use before the injunction. She denied knowing that the water park was only for Rawcliffe Resorts guests before the date of the Temporary Injunction, although she stated that before the injunction she did not ask the front desk at Rawcliffe Resorts for wristbands for her customers because she "knew they wouldn't give them to her." However, upon learning her guests would not be able to use the water park in the future, Ms. Becker specifically testified that she did *not* relay this information to customers with existing reservations. She also denied that any guests who arrived after the injunction asked her for wristbands. She denied ever discussing the water park with Ms. Ball or ever receiving any communication from Ms. Ball seeking wristbands. She did not offer any explanation as to how Ms. Ball and other customers came into possession of fake wristbands, and the Court found that her testimony lacked credibility.

11. "Direct contempt is defined as contemptuous conduct occurring in the presence of the Court." *State v. Kennerly*, 331 S.C. 442, 450, 503 S.E.2d 214, 219 (Ct. App 1998) *aff'd* by 337 S.C. 617, 524 S.E.2d 837 (1999) (citing *State v. Goff*, 228 S.C. 17, 88 S.E.2d 788 (1955)). "Constructive contempt is contemptuous conduct occurring outside the presence of the court." *Kennerly*, 331 S.C. at 451, 503 S.E.2d at 219 (citing *Toyota of Florence, Inc. v. Lynch*, 314 S.C. 257, 442 S.E.2d 611 (1994)). As the actions of the Defendants clearly took place outside the presence of the Court, their actions, if contemptuous, constitute constructive contempt.
12. Criminal and civil contempt can be distinguished by the nature of the punishment. Civil contempt is accompanied by a punishment intended to remedy the violation of the order and coerce the contemnor to abide by the court's directive. Civil contempt must be shown by clear and convincing evidence. Criminal contempt is accompanied by a sentence intended only to ~~push~~ ^{punish} the wrongful act and cannot be purged by following the court's directive. *Poston v. Poston*, 331 S.C. 106, 502 S.E.2d 86 (S.C. 1998).
13. I find that Karen Becker intentionally provided fraudulent wristbands to Kim Ball and her family, and that those wristbands clearly implied access to Plaintiff's amenities and were a clear violation of the provisions of the Temporary Injunction.
14. I find that Matt Becker intentionally provided fraudulent wristbands to Kim Ball and her family, and that those wristbands clearly implied access to Plaintiff's amenities and were a clear violation of the provisions of the Temporary Injunction.

15. By clear and convincing evidence and testimony offered by the Plaintiff, I find that the Defendants, by their own actions and/or at their direction, violated the Temporary Injunction. I find that these violations are clear civil indirect contempt.

16. I find that an appropriate sentence for the above violations of the Temporary Injunction shall be a sentence of 30 days incarceration. However, Mr. and Mrs. Becker may purge that sentence at any time by paying \$1,000⁰⁰ dollars to the Horry County Clerk of Court. This fine is not intended to be solely punitive, but is instead imposed in recognition of court costs and the fact that the damages due to this violation of an injunction are particularly difficult to quantify.

IT IS THEREFORE ORDERED THAT:

- 1) Karen Becker and Matt Becker are both in civil contempt for violation of an order of this honorable Court; and
- 2) Karen Becker shall be confined to J. Reuben Long Detention Center for 30 days for her violations of the Temporary Injunction, including intentionally providing fraudulent wristbands, which clearly implied access to the Plaintiff's amenities and was a clear violation of the provisions of the Temporary Injunction; however
- 3) Karen Becker may purge the above sentence at any time by the payment of \$1,000⁰⁰ dollars to the Horry County Clerk of Court;
- 4) Matt Becker shall be confined to J. Reuben Long Detention Center for 30 days for his violations of the Temporary Injunction, including intentionally providing

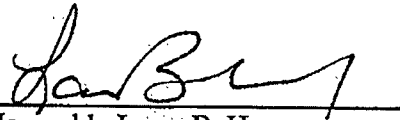
fraudulent wristbands, which clearly implied access to the Plaintiff's amenities and was a clear violation of the provisions of the Temporary Injunction; however

5) Matt Becker may purge the above sentence at any time by the payment of

\$ 1,000⁰⁰ dollars to the Horry County Clerk of Court; and

6) ~~The Defendants shall pay to the Plaintiff the Plaintiff's fees and costs incurred as a result of bringing this action. Plaintiff may file a separate motion to have the attorneys' fees and costs determined.~~ *MAI*

AND IT IS SO ORDERED.



The Honorable Larry B. Hyman
Presiding Judge of the Court of Common Pleas
Fifteenth Judicial Circuit

Apex
~~March~~ 17, 2014
Conway, South Carolina

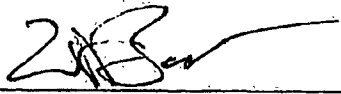
#1
2/15

2. Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, Matt Becker and Karen Clark Becker have the obligation to hire other counsel if they elect to do so;

3. Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, Matt Becker and Karen Clark Becker have the obligation to prepare for hearings and trial, and understand that there are court appearances scheduled for October 2nd at 9:30 AM and October 9th at 2:00 PM. Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, Matt Becker and Karen Clark Becker further understand that discovery in this matter has been sent to his attorney and is underway, and must be completed in a timely manner; and

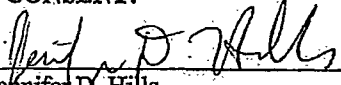
4. The Clerk of Court is instructed to mail a copy of this Order to Defendants at 3538 Golf Avenue, Little River, South Carolina 29566.

AND IT IS SO ORDERED.

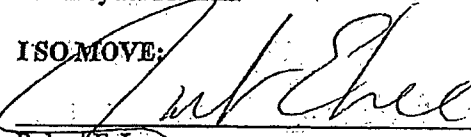

Presiding Judge of the Family Court Circuit Court
Fifteenth Judicial Circuit

Conway, South Carolina
September 30, 2013

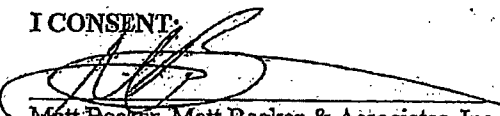
I CONSENT:

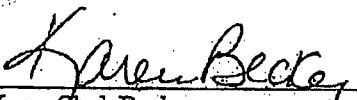

Jennifer D. Hills
Attorney for Plaintiff

I SO MOVE:


Robert B. Lee
Attorney for Defendants

I CONSENT:


Matt Becker, Matt Becker & Associates, Inc.
d/b/a Ocean Breeze Beach Vacations
Defendant


Karen Clark Becker
Defendant

Rawcliffe Resorts, Inc. v. Matt Becker & Associates, et al.
Page 2 of 2
2013-CP-26-0980

Consent Order to Relieve Counsel

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations, Matt
Becker and Karen Clark Becker,
Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26-0980

) Order and Rule to Show Cause

2013 AUG 29 PM 12:36
MELANIE HIGGINS-WARD
CLERK OF COURT

FILED

Upon reading and considering the *Plaintiff's* verified Petition of the Defendant dated the 9
affidavit of Stacey Johnson
th day of August, 2013, and attached hereto:

IT IS ORDERED THAT YOU, Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, Matt Becker and Karen Clark Becker, the Defendants, appear before the Court of Common Pleas of the Fifteenth Judicial Circuit, at 2:00 o'clock p.m., in ~~Family~~ Courtroom 2-B, on the 9th day of October, 2013, or as soon thereafter the matter can be heard, at Conway, South Carolina, there and then to show cause, if any you can, why you should not be held in contempt of Court for failure to abide by the provisions of the Consent Order Granting Temporary Injunction Against Ocean Breeze Beach Vacations and Karen Becker dated and filed April 2, 2013, and why such provision of said Order should not be strictly adhered to. This order and rule to show cause can be served on the above person by any means allowable under Rule, 4(d), SCRPC.

AND IT IS SO ORDERED THIS 16th DAY OF AUGUST, 2013.

Margaret T. Culbertson
PRESIDING JUDGE OF THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

August 16, 2013
Conway, South Carolina

Georgetown

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Ocean Breeze Beach Vacations and
Karen Clark Becker

Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26-0980

) CONSENT ORDER CORRECTING/
) AMENDING CAPTION AND ADDING
) MATT BECKER AS A NECESSARY
) NECESSARY PARTY

PRESIDING JUDGE:

DATE OF HEARING:

PLAINTIFF'S ATTORNEYS:

DEFENDANTS' ATTORNEY:

Honorable Benjamin H. Culbertson

James L. Hills and Jennifer D. Hills

Robert E. Lee

FILED
HORRY COUNTY
CLERK OF COURT
JUL 13 2013
4:18 PM
JUL 13 2013
4:18 PM

This matter came before the Court on a Notice of Motion and Motion for Temporary Injunction, along with a Summons and Complaint, filed on February 15, 2013. Before the Motion to Correct/Amend Caption and Add Matt Becker as a Necessary Party was scheduled or heard, the Parties agreed to amend the caption and add Matt Becker as a necessary party. That agreement is incorporated into this Order and signed by all parties.

FINDINGS AND CONCLUSIONS

After reviewing the pleadings, affidavits, and exhibits presented, as well as questioning the parties and counsel as appropriate, I approve the proposed terms of this Consent Order, which are as follows:

1. Matt Becker is a necessary party and shall be listed as a Defendant in all future pleadings. Robert E. Lee, Esq. has appeared as counsel for all three Defendants.
2. The caption is hereby corrected to list Ocean Breeze Beach Vacations as "Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations."
3. The caption on all future pleadings will appear as follows:

**Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations, Matt
Becker and Karen Clark Becker,
Defendants.**

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-26-0980

IT IS THEREFORE ORDERED THAT:

- 1) The caption is hereby corrected and amended as set forth above; and
- 2) Matt Becker is recognized as a necessary party and added as a Defendant in this action.

AND IT IS SO ORDERED.

~~The Honorable Benjamin H. Gilbertson~~
Presiding Judge of the Court of Common Pleas
Fifteenth Judicial Circuit

April 10, 2013
Conway, South Carolina

WE CONSENT:

Lee J. Rawcliffe
CEO of Rawcliffe Resorts, Inc.

James L. Hills
Attorney for the Plaintiff

Jennifer D. Hills
Attorney for the Plaintiff

Matt Becker, Jr. (P57)
Matt Becker
Owner/President of Matt Becker &
Associates, Inc. d/b/a Ocean Breeze Beach
Vacations

Karen Becker / Ref
Karen Becker
Operator/Manager of Ocean Breeze Beach
Vacations

Robert E. Lee
Attorney for the Defendants

business include Sand Dunes, Sands Resorts, Sand Dunes Resort, Sand Dunes Oceanfront Resort, and Sand Dunes Resort & Spa.

2. Defendants shall use "Sand Dunes Oceanfront Tower" only within the body of their advertisements to describe the geographic location of the unit being rented.
3. Defendants shall not use any photo of or showing any part of an amenity owned by Plaintiff.
4. Defendants shall not use by words (whether oral or written) any description of any amenity owned by Plaintiff, or imply access to any amenity owned by Plaintiff. These amenities include, but are not limited to:

- a. Sand Dunes Parking Garage (Defendant's customers will have Restricted Access—must obtain Parking Permit);
- b. Ocean Dunes Fitness Center;
- c. 50% customer discount at Mango's Restaurant;
- d. 50% customer discount at Arcade Pizza & Wings;
- e. 50% customer discount at Brass Anchor Restaurant;
- f. Carl Skenes Magic Show;
- g. Sand Dunes Water Park;
- h. Sands Kids Club;
- i. ground floor restrooms;
- j. arcade games;
- k. lobby and front desk services;
- l. bellman services;
- m. all Sand Dunes housekeeping services;
- n. the concierge desk;
- o. shuttle service;
- p. housekeeping supplies;
- q. complimentary tickets to Wild Water & Wheels;
- r. complimentary greens fees and cart fee at Diamondback Golf Course;
- s. complimentary tickets to ~~Recreation Park~~; and Ocean Drive Pavilion
- t. complimentary tickets to Getaway Sightseeing Boat.

IT IS THEREFORE ORDERED THAT:

- 1) A temporary injunction according to the above terms is hereby granted against the Defendants; and

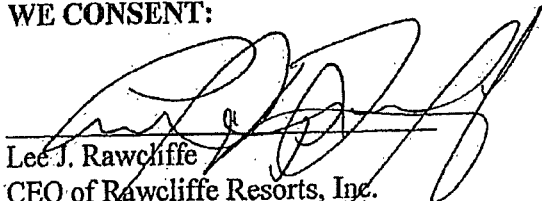
- 2) The temporary injunction shall remain in effect until the conclusion of this action
or unless modified by Order of this Court.

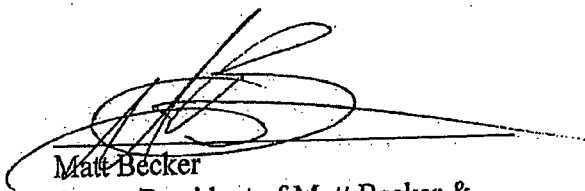
AND IT IS SO ORDERED.

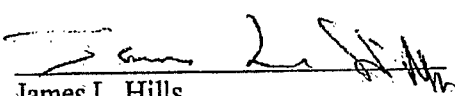

The Honorable Benjamin H. Culbertson
Presiding Judge of the Court of Common Pleas
Fifteenth Judicial Circuit

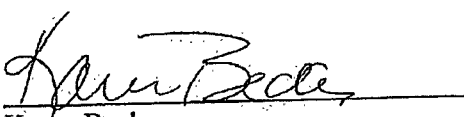
April 2, 2013
Conway, South Carolina

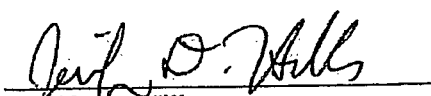
WE CONSENT:

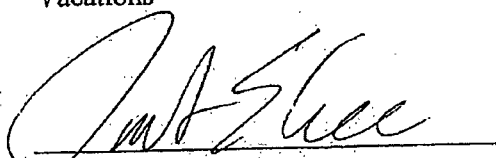

Lee J. Rawcliffe
CEO of Rawcliffe Resorts, Inc.


Matt Becker
Owner/President of Matt Becker &
Associates, Inc. d/b/a Ocean Breeze Beach
Vacations


James L. Hills
Attorney for the Plaintiff


Karen Becker
Operator/Manager of Ocean Breeze Beach
Vacations


Jennifer D. Hills
Attorney for the Plaintiff


Robert E. Lee
Attorney for the Defendants

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

)

1) CASE NO.: 2013-CP-26- 980

)

)

))

)

FILED
HUNTER COUNTY
2013 FEB 15 PM 4:04
MELANIE HUGGINS-WARD
CLERK OF COURT
tfully could

THE PARTIES AND JURISDICTION

4. This Court has jurisdiction over the subject matter and Parties to this action.

FACTUAL BACKGROUND

5. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

6. That, on information and belief, at all times the Defendant, Karen Clark Becker, (hereinafter referred to as "Becker") was an agent servant, owner, or employee of the Defendant Ocean Breeze Beach Vacations Myrtle Beach, (hereinafter referred to as "Ocean Breeze").

7. As of November 2012 and continuing into the present, Rawcliffe Resorts, Inc. currently operates a rental management program for a number of the privately-owned units within its hotels and buildings. The guests who rent these units, as part of the rental management program run by Rawcliffe Resorts, are entitled to use certain amenities on the Rawcliffe Resorts, Inc. properties, including a waterpark, an indoor pool, a fitness room, and a "Kid's Club" activity program. Additionally, these units are managed and run by the employees of the resort, including the front desk, security, cleaning and maintenance staff, etc. Upon check-in at the front desk, guests staying in the resort-managed units are given access to the amenities mentioned above.

8. Privately owned units *not* on the rental management program are not entitled to use the waterpark and additional amenities mentioned above, and, because of the way in which those amenities are secured, those guests do not have any access to those amenities. Those guests do not check in with the front desk, but access their rooms privately through the individuals who own or manage them.

9. In November 2012 Plaintiff, through its employees, began to notice that Vacation Rentals By Owner (hereinafter "VRBO"), an internet operation in which private individuals can list vacation rentals online for other individuals to rent, was using many of Rawcliffe Resorts,

Inc.'s professional photographs of the property and its amenities. Upon further examination, Plaintiff realized that the advertisements in question were inappropriately using these photographs to advertise use of the waterpark and additional amenities to the guests as an enticement to rent these units. These photographs are often, though not always, accompanied by language advertising these amenities as a way to entice guests to rent from VRBO clients. (Copies of Defendants' advertisements and use of professional photographs attached hereto and included by reference.)

10. Upon discovery of these fraudulent advertisements, Plaintiff's employee contacted Karen Becker, the owner/operator of Ocean Breeze, and asked her to cease and desist all use of Rawcliffe Resort's photographs and all language advertising the amenities not actually included with rental of those units. To date, the fraudulent advertisements, both image and written, have not ceased.

FOR A FIRST CAUSE OF ACTION
(Temporary and Permanent Injunction)

11. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

12. Plaintiff has a strong likelihood of success in this matter, as he has copies of the Defendant's fraudulent advertisements showing clearly that the Defendant is advertising the resort's amenities along with the rental of the privately owned units, despite the fact that she is aware those amenities are not accessible by the clients she rents to. Therefore, the Defendant should immediately be enjoined from doing so.

13. If the Defendant is allowed to continue in his desired course of action as is listed in Paragraphs 6-12 above, she may irreparably damage the Plaintiff's business and business reputation.

14. There is a strong public interest in protecting the right of Plaintiff to conduct his business as he has been, which the Defendant intends to thoughtlessly destroy by misleading the public and the clients she advertises to, and an injunction restraining Defendant from continuing to lie would stop the Defendant from this destruction.

15. If not enjoined, Defendant's actions as alleged above have and will harm Plaintiff in a manner through which he will not have adequate redress at law.

FOR A SECOND CAUSE OF ACTION
(Unfair Trade Practices)

16. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

17. The acts as previously stated constitute an unfair and deceptive acts and practices in the conduct of trade or commerce and are capable of repetition, and therefore violate the South Carolina Unfair Trade Practices Statute (SC Code Ann. § 39-5-10 *et seq.*). The Plaintiffs suffered actual damages in an amount to be determined and request judgment against the Defendants both jointly and severally. Additionally, the Plaintiff is entitled to recover its attorney's fees and treble damages in an amount to be determined by the court.

FOR A THIRD CAUSE OF ACTION
(False Advertising)

18. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

19. Defendants' acts as stated above constitute false advertising. Defendants have included untrue or misleading information in the advertisements that was and is likely to influence consumers' purchasing decisions. By doing so, Defendant has induced consumers into staying at their properties while not being able to deliver on the promises made in its

advertisements. Consequently, Plaintiff has been deprived of reservations and revenue that could have been earned had these consumers not been exposed to these misleading advertisements.

FOR A FOURTH CAUSE OF ACTION
(Misappropriation)

20. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

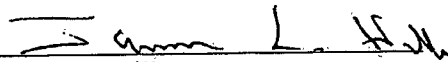
21. Defendant's acts as stated above constitute misappropriation by creating a situation where the Defendants are gaining benefit from the misuse of the Plaintiff's information and images. Plaintiff has made a substantial investment of time, money, skill, and effort to create a brand and company that has a significant draw and intangible value worth protecting. This value is being damaged by the Defendants' unapproved misuse of Plaintiff's images and information, as well as any potential misuse of the properties by Defendants' guests. Because of this misappropriation, Plaintiff has suffered competitive loss due to the dilution of its brand, as well as loss of potential guests and revenue to the Defendants.

WHEREFORE, having fully set forth their Complaint against the Defendants, the Plaintiffs pray as follows:

- A. For a Temporary and Permanent Injunction to bar the Defendants from continuing their detrimental actions against the Plaintiff's business;
- B. For judgment against all of the Defendants, jointly and severally, for actual, incidental, consequential damages, and exemplary and punitive damages, in an amount to be determined by the Court for fraud;
- C. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined, and for declaratory judgment as outlined above;
- D. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined, and for punitive damages for violations of the Unfair Trade Practices Act as outlined above;

- E. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for false advertising;
- F. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for misappropriation;
- G. For Plaintiffs' costs and disbursements in pursuit of this action;
- H. For such other and further relief as this Honorable Court may deem just and appropriate.

Respectfully Submitted,
HILLS & HILLS, P.C.


James L. Hills
4701 Oleander Drive
Myrtle Beach, SC 29577
(803) 626-2600
Attorney for the Plaintiffs

Myrtle Beach, South Carolina

February 12, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Ocean Breeze Beach Vacations and

Karen Clark Becker

Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26-

VERIFICATION

FILED
HORRY COUNTY
2013 FEB 15 PM 4:04
MELANIE HUGGINS-WARD
CLERK OF COURT

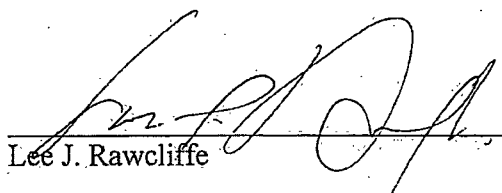
PERSONALLY appeared before me the Plaintiff in the foregoing action who, being duly sworn, states as follows:

(a) Deponent has read the allegations contained in the attached pleading consisting of six (6) pages;

(b) The attached pleading was prepared by Deponent's attorney based upon information Deponent has personally furnished to her attorney;

(c) The allegations contained in the attached pleading are true and correct, and are based upon the personal knowledge of Deponent, except for those allegations which are based upon Deponent's information and belief, and as to those, Deponent believes them to be true;

(d) Deponent has authorized his attorney to file the attached pleading, to present the same to the Court and secure any necessary orders based thereon; and also, to secure service of the attached pleading, and necessary process based thereon, upon the adverse party.


Lee J. Rawcliffe

SWORN to and subscribed before me
this 15 day of February, 2013.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires 7/23/14.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Rawcliffe Resorts, Inc.
Plaintiff,

vs.

Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations, Matt
Becker and Karen Clark Becker
Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26-0980

) AMENDED COMPLAINT
) (Jury Trial Demanded)

FILED
HORRY COUNTY
2013 APR 11 PM 12:33
MELANIE HUGGINS-WARD
CLERK OF COURT

The Plaintiff, Rawcliffe Resorts, Inc. complaining of the Defendants herein, respectfully would allege as follows:

THE PARTIES AND JURISDICTION

1. Rawcliffe Resorts, Inc. (hereinafter referred to as "Rawcliffe"), is, at all times relevant to this action has been, a corporation duly organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina.

2. Upon information and belief, Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations Myrtle Beach (hereinafter referred to as "Ocean Breeze") is a business owned by Matt Becker and managed by Karen Becker, a citizen of Horry County, South Carolina, and is a business duly organized and existing under the laws of the State of State of South Carolina with its principal place of business in Myrtle Beach, South Carolina.

3. Upon information and belief, Karen Clark Becker and Matt Becker are citizens and residents of the State of South Carolina. Upon information and belief, they presently conduct business in Horry County, South Carolina.

4. This Court has jurisdiction over both the subject matter and the Parties to this action. Venue is proper in Horry County, South Carolina.

FACTUAL BACKGROUND

5. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

6. On information and belief, at all times the Defendant Karen Clark Becker was an agent, servant, owner, or employee of the Defendant Ocean Breeze Beach Vacations Myrtle Beach. On information and belief, at all times the Defendant Matt Becker was an agent, servant, owner, or employee of the Defendant Ocean Breeze Beach Vacations Myrtle Beach.

7. As of November 2012 and continuing into the present, Rawcliffe Resorts, Inc. operates a rental management program for a number of the privately-owned units within its hotels and buildings. The guests who rent these units, as part of the rental management program run by Rawcliffe Resorts, are entitled to use certain amenities on the Rawcliffe Resorts, Inc. properties, including a waterpark, an indoor pool, a fitness room, and a "Kid's Club" activity program. Additionally, these units are managed and run by the employees of the resort, including the front desk, security, cleaning and maintenance staff, etc. Upon check-in at the front desk, guests staying in the resort-managed units are given access to the amenities mentioned above.

8. Privately owned units *not* leased back to Sands Resorts (and therefore not on the rental management program) are not entitled to use the waterpark and additional amenities mentioned above, and, because of the way in which those amenities are secured, guests staying in those units do not have any access to those amenities. Those guests do not check in with the front desk, but access their rooms privately through the individuals who own or manage them.

9. In November 2012 Plaintiff, through its employees, began to notice that Vacation Rentals By Owner (hereinafter "VRBO"), an internet operation in which private individuals can list vacation rentals online for other individuals to rent, was using many of Rawcliffe Resorts,

Inc.'s professional photographs of the property and its amenities. Upon further examination, Plaintiff realized that the advertisements in question were inappropriately using these photographs to advertise use of the waterpark and additional amenities to the guests as an enticement to rent these units. These photographs are often, though not always, accompanied by language advertising these amenities as a way to entice guests to rent from VRBO clients. (Copies of Defendants' advertisements and use of professional photographs attached hereto and included by reference.)

10. Upon discovery of these fraudulent advertisements, Plaintiff's employee contacted Karen Becker, the owner/operator of Ocean Breeze, and asked her to cease and desist all use of Rawcliffe Resort's photographs and all language advertising the amenities not actually included with rental of those units. As of the date of the filing of this action, the fraudulent advertisements, both image and written, have not ceased.

FOR A FIRST CAUSE OF ACTION
(Temporary and Permanent Injunction)

11. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

12. Plaintiff has a strong likelihood of success in this matter, as he has copies of the Defendant's fraudulent advertisements showing clearly that the Defendant Karen Becker is advertising the resort's amenities along with the rental of the privately owned units, despite the fact that she is aware those amenities are not accessible by the clients to whom she rents. Therefore, the Defendants should immediately be enjoined from doing so.

13. If the Defendants are allowed to continue in their desired course of action as is listed in Paragraphs 6-12 above, they will irreparably damage the Plaintiff's business and business reputation.

14. There is a strong public interest in protecting the right of Plaintiff to conduct his business as he has been, which the Defendants intend to thoughtlessly destroy by misleading the public and the clients to whom she advertises, and an injunction restraining Defendants from continuing to deliberately mislead their clients would stop the Defendants from this destruction.

15. If not enjoined, Defendants' actions as alleged above have and will harm Plaintiff in a manner through which he will not have adequate redress at law.

16. Plaintiff is informed and believes he is entitled to a temporary and permanent injunction in this matter.

FOR A SECOND CAUSE OF ACTION
(Unfair Trade Practices)

17. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

18. South Carolina has adopted the South Carolina Unfair Trade Practices Act. When a person takes advantage of another in a way that is unfair, and that unfair act is capable of being repeated, that practice falls under the SCUTPA and the provisions of that act should be followed.

19. If the court finds that the use or employment of the unfair or deceptive method, act or practice was a willful or knowing violation of South Carolina Code § 39-5-20, the court shall award three times the actual damages sustained and may provide such other relief as it deems necessary or proper. Upon the finding by the court of a violation of this article, the court shall award to the person bringing such action under this section reasonable attorney's fees and costs.

20. Plaintiff alleges that Defendant's use of misappropriated images and trade names, which are the product of Plaintiff's hard work and business, constitute an unfair trade practice.

21. Plaintiff further alleges that this unfair trade practice has an unfair effect not only on Plaintiff, but also on the public, who are often misled into thinking the Defendant's business has access to many of Plaintiff's amenities and services.

22. Plaintiff alleges that the Defendant's misleading practices are capable of repetition and of continuing to have detrimental effects on the unsuspecting public.

23. The acts as previously stated constitute an unfair and deceptive acts and practices in the conduct of trade or commerce and are capable of repetition, and therefore violate the South Carolina Unfair Trade Practices Statute (SC Code Ann. § 39-5-10 *et seq.*). The Plaintiffs suffered actual damages in an amount to be determined and request judgment against the Defendants both jointly and severally.

24. Plaintiff is informed and believes he is entitled to recover its attorney's fees and treble damages in an amount to be determined by the court.

FOR A THIRD CAUSE OF ACTION
(Fraud/Intentional Misrepresentation)

25. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

26. The elements of a cause of action for fraud are: that a material representation was made by the defendant, that that representation was false, that the Defendant knew it was false when it was made, or that the representation was made recklessly, without any knowledge of the truth and as a positive assertion. The speaker must also have made the representation with the intent that the other party should act upon it; the party acted in reliance on the representation; the party thereby suffered injury.

27. Plaintiff alleges that Defendant knew, or should have known, she could not guarantee her guests access to the Plaintiff's amenities when she made the statements in

question. As recently as November 2012 Plaintiff's employees discussed this matter with the Defendant Karen Becker, but she continued to recklessly promise her guests use of the amenities. Additionally, Plaintiff alleges that Defendant understood the difference between her business and that of Plaintiff, yet she continued to materially represent to the public that the businesses were one and the same, or similar enough not to need differentiation, and that her guests would receive all of the same benefits if they rented units from her, rather than Plaintiff.

28. Plaintiff is informed and believes that Defendant made these material representations with the intent that third party guests should act upon them and rent units from her.

29. Plaintiff further alleges that those guests did rely upon Defendant's statements, and suffered injury when they were unable to use any and/or all of the amenities Defendant had promised them.

30. Plaintiff alleges that his business has suffered injury due to Defendant's false and reckless statements.

31. Plaintiff is informed and believes he is entitled to compensatory and punitive damages on this issue.

FOR A FOURTH CAUSE OF ACTION
(False Advertising—Violation of the Lanham Act, Section 43(a))

32. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

33. The elements of false advertising under the Lanham Act are as follows: 1) the Defendant made a false or misleading statement of fact in a commercial advertisement about a product; 2) the statement either deceived or had the capacity to deceive a substantial segment of potential consumers; 3) the deception is material, in that it is likely to influence the consumer's

purchasing decision; 4) the product is in interstate commerce; and 5) the plaintiff has been or is likely to be injured as a result of the statement.

34. Plaintiff alleges that Defendant's numerous advertisements on VRBO contained false and misleading statements about the amenities Defendant's guests would have access to.

35. Plaintiff alleges that Defendant's false and misleading statements did deceive many guests who rented rooms from Defendant based on these misleading statements.

36. Plaintiff alleges that these deceptions were material, as access to free amenities is a material representation likely to influence a consumer's purchasing decision.

37. Plaintiff further alleges that the product at issue here, the rental of vacation units at a resort, is a product in interstate commerce that are advertised nationwide and information about these products is available to international markets.

38. Plaintiff is informed and believes that Defendants' acts as alleged in the above paragraphs constitute false advertising. Plaintiff is informed and believes Defendants were aware or should have been aware of their lack of authorized access to Plaintiff's amenities for Defendants or their guests.

39. Defendants have included untrue or misleading information in the advertisements that was and is likely to influence consumers' purchasing decisions. By doing so, Defendant has induced consumers into staying at their properties while not being able to deliver on the promises made in its advertisements. Consequently, Plaintiff has been deprived of reservations and revenue that could have been earned had these consumers not been exposed to these misleading advertisements.

40. Plaintiff further alleges that his business has been and is likely to continue to be injured through reduced sales and a damaged business reputation as a result of Plaintiff's false and misleading statements.

41. Plaintiff is informed and believes he is entitled to a judgment on this issue, as well as corrective prospective advertising expenditures, market damages, compensatory damages in the form of Defendants' profits (unjust enrichment), and attorney's fees, as provided by the Lanham Act.

FOR A FIFTH CAUSE OF ACTION
(Misappropriation of Trade Names, Copyrights, and Service Marks in Order to Confuse the Public)

42. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

43. Plaintiff alleges that this action arises under the Trademark Act of 1946 (15 USC §§ 1051 et seq.), and particularly under Sections 32, 34, and 35 of the Act (15 USC §§ 1114, 1116, 1117), as more fully appears in this Complaint.

44. Plaintiff, at great expense and effort, has developed a product and service, the descriptive name of which is Sands Resorts, which it began marketing before 1974.

45. Plaintiff alleges that many of Plaintiff Rawcliffe Resort's marks, including but not limited to "Sands Oceanfront Resorts", "Sands Resorts", "Sand Dunes", "Ocean Dunes", and "Sands Resort and Spa" are generally recognized as belonging to the Sand Dunes Resort and being related to the services that resort offers the public. Additionally, certain amenities are associated with that business, including a waterpark, a kid's activity club, a magic show, etc.

46. By virtue of extensive and substantial advertising, promotion of its business, sales of goods and rendition of substantial and widespread services under the tradenames, trademarks

and service marks "Sands Oceanfront Resorts", "Sand Dunes", "Sands Resorts", "Sand Dunes Resort", "Sand Dunes Oceanfront Resort", and "Sand Dunes Resort & Spa", and because of Plaintiff's maintenance of high quality standards relating to such services, the name and mark have become widely known by the public as indicating source or origin of services and goods in Plaintiff and its related and affiliated companies.

47. On January 16, 1996 Plaintiff was issued Registration No. 1,947,876 by the United States Patent and Trademark Office for its trademark "Sands Oceanfront Resorts" for use in association with "Sands Resorts". This registration is in full force and effect, unrevoked and uncanceled, and is owned by Plaintiff.

48. Plaintiff further alleges that Defendant has used the above marks, including "Sands Oceanfront Resorts" and references to that business, as well as others associated with the above, in her own business advertisements to advertise a business which is unrelated in its entirety to Plaintiff. These advertisements bear the potential to confuse the public.

49. Plaintiff is informed and believes that Defendant had actual knowledge, or reasonably should have known, of Plaintiff's ownership of the tradenames, trademarks and service marks listed above prior to the first adoption or use by Defendant of such names and marks.

50. Plaintiff further alleges that Defendant has neither sought nor obtained permission of Plaintiff or any of Plaintiff's affiliates or related companies to use these names and marks in connection with Defendant's business.

51. Plaintiff is informed and believes, and on such information and belief alleges, that Defendant's adoption and use of the Plaintiff's marks was and is with the intent of investing

Defendant's product with a salability, caused by confusion of the public, which it would not otherwise have.

52. Plaintiff alleges that this customer confusion has harmed his business by leading to damaging business reviews and loss of future business, as well as a loss of present business. Plaintiff further alleges that Defendant's use of Plaintiff's marks is damaging and will continue to damage Plaintiff substantially and irrevocably unless restrained by this Court.

53. Defendant's acts as stated above constitute misappropriation by creating a situation where the Defendants are gaining benefit from the misuse of the Plaintiff's information and images. Plaintiff has made a substantial investment of time, money, skill, and effort to create a brand and company that has a significant draw and intangible value worth protecting. This value is being damaged by the Defendants' unapproved misuse of Plaintiff's images and information, as well as any potential misuse of the properties by Defendants' guests. Because of this misappropriation, Plaintiff has suffered competitive loss due to the dilution of its brand, as well as loss of potential guests and revenue to the Defendants.

54. Plaintiff is informed and believes he is entitled to compensatory damages on this issue.

FOR A SIXTH CAUSE OF ACTION
(Theft of Services as to Defendant Ocean Breeze Beach Vacations, Defendant Matt Becker, Defendant and Karen Becker)

55. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

56. Plaintiff is informed and believes that the Defendants have willfully and unlawfully appropriated the use of many of his amenities, including, but not limited to the waterpark. Plaintiff further believes that Defendant procured wristbands for many of her

business's customers in order that they might use the waterpark, despite the fact that the waterpark is only available for use by the Plaintiff's guests and the owners of their units.

57. Plaintiff is informed and believes that the Defendants are liable for this theft as well as such other thefts and actions as may become evident in this matter. Plaintiff further believes that he is entitled to compensatory and punitive damages for those actions.

FOR A SEVENTH CAUSE OF ACTION
**(Tortious Interference With a Contract as to Defendant Ocean Breeze Beach Vacations,
Defendant Matt Becker, Defendant and Karen Becker)**

58. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

59. Plaintiff's business retains certain leases on individual units within the Sand Dunes Oceanfront Tower building. Plaintiff used those leased units to rent them to guests coming to Myrtle Beach for vacation.

60. Defendant, through her defamation, false advertising, and theft of services, as well as other injurious actions, wrongfully induced homeowners not to renew their leases with Plaintiff's business, or to terminate their leases early.

61. Plaintiff further alleges that Defendant was not in any way privileged to make any of these statements or assurances, or interfere with Plaintiff's business relationships and contracts.

62. Plaintiff alleges that this behavior has caused damages to his business and that Defendant is liable for the damages she has caused to the Plaintiff's business.

FOR AN EIGHTH CAUSE OF ACTION
**(Tortious Interference with a Prospective Business Relationship (Homeowners) as to
Defendant Ocean Breeze Beach Vacations, Defendant Matt Becker, Defendant and Karen
Becker)**

63. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

64. Plaintiff's business manages the lease of individual units within the Sand Dunes Oceanfront Tower building. Plaintiff uses those leased units to rent them to guests coming to Myrtle Beach for vacation. In renting a unit leased to Plaintiff, a guest receives not only the right to access that unit, but also the use of certain amenities on the commercial property associated with Plaintiff's business. Plaintiff's amenities and business model are attractive to homeowners of the individual units and there is a clear prospective relationship between Plaintiff and homeowners looking for a business to manage their unit and manage the rental of that unit for them.

65. Plaintiff alleges that Defendant, through her defamation, false advertising, and theft of services, as well as other injurious actions, wrongfully induced homeowners to allow her to rent out their units, rather than leasing them to Plaintiff.

66. Plaintiff is informed and alleges that Defendant intended to stop prospective homeowners from leasing their units to his business by making inaccurate statements about Plaintiff's business and the services he could provide a homeowner, especially as compared to what Defendant could provide. Plaintiff is informed and alleges that Defendant even went so far as to state that Plaintiff is overcharging guests and homeowners, which is a serious allegation in such a competitive business which bears the potential to greatly damage Plaintiff and his reputation.

67. Plaintiff further alleges that, were it not for Defendant's bad acts, there is a high probability that those certain homeowners would have leased their units to his business. Plaintiff further alleges that Defendant was not in any way privileged to make any of these statements or

assurances, or interfere with Plaintiff's business relationships and contracts. Plaintiff further alleges that Defendant was not in any way privileged to make any of these statements or assurances, or interfere with Plaintiff's business relationships and contracts.

68. Plaintiff alleges that this behavior has caused damages to his business and that Defendant is liable for the damages she has caused to the Plaintiff's business.

FOR A NINTH CAUSE OF ACTION

(Tortious Interference with a Prospective Business Relationship (Guests) as to Defendant Ocean Breeze Beach Vacations, Defendant Matt Becker, Defendant and Karen Becker)

69. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

70. Plaintiff's business retains certain leases on individual units within the Sand Dunes Oceanfront Tower building. Plaintiff uses those leased units to rent them to guests coming to Myrtle Beach for vacation. In renting a unit leased to Plaintiff, a guest receives not only the right to access that unit, but also use of certain amenities on the commercial property associated with Plaintiff's business. Plaintiff advertises his business and the amenities in order to attract guests, and there is a clear prospective relationship with any guest attracted to his business based upon his advertisements or his business's reputation.

71. Plaintiff alleges that Defendant, through her defamation, false advertising, and theft of services, as well as other injurious actions, wrongfully induced guests to rent units leased to her business, rather than Plaintiff's. Plaintiff further alleges that Defendant was not in any way privileged to make any of these statements or assurances, or interfere with Plaintiff's business relationships and contracts. Plaintiff alleges that Defendant made these statements and assurances with the intention to attract guests to her units, rather than Plaintiff's, by advertising

use of Plaintiff's amenities without making clear to guests that the use of any of these amenities would be unauthorized and/or impossible.

72. Plaintiff further alleges that, were it not for Defendant's bad acts, there is a high probability that those certain guests would have rented units from his business.

73. Plaintiff alleges that this behavior has caused damages to his business and that Defendant is liable for the damages she has caused to the Plaintiff's business.

FOR A TENTH CAUSE OF ACTION
(Trademark/Mark/Trade Name Infringement as to Defendant Ocean Breeze Beach Vacations, Defendant Matt Becker, Defendant and Karen Becker)

74. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

75. Plaintiff alleges that this action arises under the Trademark Act of 1946 (15 USC §§ 1051 et seq.), and particularly under Sections 32, 34, and 35 of the Act (15 USC §§ 1114, 1116, 1117), as more fully appears in this Complaint.

76. Plaintiff, at great expense and effort, has developed a product and service, the descriptive name of which is Sands Resorts, which it began marketing before 1996.

77. Many of Plaintiff Rawcliffe Resort's marks, including but not limited to "Sands Oceanfront Resorts", "Sands Resorts", "Sand Dunes", "Ocean Dunes", and "Sands Resort and Spa" are generally recognized as belonging to the Sand Dunes Resort and being related to the services that resort offers the public. Additionally, certain amenities are associated with that business, including a waterpark, a kid's activity club, etc.

78. By virtue of extensive and substantial advertising, promotion of its business, sales of goods and rendition of substantial and widespread services under the tradenames, trademarks and service marks "Sands Oceanfront Resorts", "Sand Dunes", "Sands Resorts", "Sand Dunes

Resort", "Sand Dunes Oceanfront Resort", and "Sand Dunes Resort & Spa", and because of Plaintiff's maintenance of high quality standards relating to such services, the name and mark have become widely known by the public as indicating source or origin of services and goods in Plaintiff and its related and affiliated companies.

79. On January 16, 1996 Plaintiff was issued Registration No. 1,947,876 by the United States Patent and Trademark Office for its trademark "Sands Oceanfront Resorts" for use in association with "Sands Resorts". This registration is in full force and effect, unrevoked and uncanceled, and is owned by Plaintiff.

80. Plaintiff alleges that Defendant has willfully and unlawfully used the above marks, including "Sands Oceanfront Resorts" and references to that business, as well as others associated with the above, in her own business advertisements to advertise a business which is unrelated in its entirety to Plaintiff's business. These advertisements bear the potential to confuse the public.

81. Plaintiff further alleges that in failing to distinguish her business from the original, the Defendants have harmed the Plaintiff's business and reputation by causing customer confusion. This confusion is evident when Defendant's customers are upset and disappointed to learn that they are not able to use the amenities associated with Plaintiff's business, which Defendant, her agents, and her advertisements led them to believe they would have use of. As a result of Defendant's misleading advertisements, these customers do not understand the difference between the two businesses.

82. Plaintiff is informed and believes, and on such information and belief alleges, that Defendant's adoption and use of the Plaintiff's marks was and is with the intent of investing

Defendant's product with a salability, caused by confusion of the public, which it would not otherwise have.

83. Plaintiff alleges that this customer confusion has harmed his business by leading to damaging business reviews and loss of future business, as well as a loss of present business. Plaintiff further alleges that Defendant's use of Plaintiff's marks is damaging and will continue to damage Plaintiff substantially and irrevocably unless restrained by this Court.

FOR AN ELEVENTH CAUSE OF ACTION
(Trademark Dilution as to Defendant Ocean Breeze Beach Vacations, Defendant Matt Becker, Defendant and Karen Becker)

84. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

85. Many of Rawcliffe Resort's marks, including but not limited to "Sands Resorts", "Sand Dunes", "Ocean Dunes", and "Sands Resort and Spa" are generally recognized as belonging to the Sand Dunes Resort and Spa and being related to the services that resort offers the public.

86. Plaintiff further alleges that Defendant has used the above marks, as well as others associated with the above, as a means of advertising her own business, which is unrelated in its entirety to the business and services Plaintiff offers the public and bears the potential to confuse the public.

87. Plaintiff further alleges that in failing to distinguish her business from the original, the Defendants have harmed the Plaintiff's business and reputation by blurring and tarnishing his reputation, and that these harms have diluted the distinctive quality of the original marks.

88. Plaintiff alleges that these harms are in violation of the Federal Trademark Dilution Act of 1995 and the Trademark Dilution Revision Act of 2006 (H.R. 683), both of which entitle him to a temporary and permanent injunction as redress for the Defendant's harms.

FOR A TWELFTH CAUSE OF ACTION
(Slander/Defamation of the Plaintiff by the Defendant Ocean Breeze Beach Vacations, Defendant Matt Becker, Defendant and Karen Becker)

89. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

90. Plaintiff alleges that Defendant and/or her agents made false and defamatory statements about his business and his officers, agents, and employees by telling potential clients, whether homeowners or guests, that the Plaintiff's rates are too high, that the Plaintiff's services, including use of the Plaintiff's amenities, can be provided by the Defendant at a lower cost;

91. Plaintiff further alleges that Defendant has publicized those statements by making them to potential business people as well as the public in her attempts to attract business away from the Plaintiff's business;

92. Plaintiff alleges that Defendant made these statements with the intent that third parties believe and rely upon those statements to make decisions about whom to conduct business with.

93. Plaintiff further alleges that these false and defamatory statements have caused quantifiable damage to the Plaintiff and his business.

94. Plaintiff is informed and believes that he is entitled to compensatory and punitive damages on this issue, in an amount to be determined by the court.

FOR A THIRTEENTH CAUSE OF ACTION
(Individual Liability against Defendant Matt Becker)

95. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

96. Plaintiff is informed and believes that Defendant Matt Becker has failed to properly operate Defendant Ocean Breeze Beach Vacations in the follow particulars:

- a. In operating a grossly undercapitalized company;
- b. In failing to observe corporate formalities;
- c. In doing business under the corporate name despite the insolvency of the company;
- d. In siphoning funds of the corporation, if any to his personal use;
- e. In failing to keep corporate records;
- f. In using the company merely as a façade for the personal operations of Defendant Matt Becker;
- g. In comingling the funds of Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations with the funds of Defendant Matt Becker, as well as the funds of other individuals and/or entities; and
- h. Such other particulars as the evidence may show.

97. Plaintiff is informed and believes there would be an element of injustice and of fundamental unfairness if Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations' corporate entity is recognized and Defendant Matt Becker is shielded from liability.

98. Plaintiff is informed and believes that Defendant Matt Becker has exhibited a total dominion over Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, which has caused or will cause inequitable consequences for Plaintiff.

99. Plaintiff is informed and believes that Defendant Matt Becker has committed fraud and misused Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations to further his personal interests.

100. Plaintiff is informed and believes that Defendant Matt Becker should be individually liable for any judgment resulting from this action against Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations.

FOR A FOURTEENTH CAUSE OF ACTION
(Individual Liability against Defendant Karen Becker)

101. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

102. Plaintiff is informed and believes that Defendant Karen Becker has failed to properly operate Defendant Ocean Breeze Beach Vacations in the follow particulars:

- a. In operating a grossly undercapitalized company;
- b. In failing to observe corporate formalities;
- c. In doing business under the corporate name despite the insolvency of the company;
- d. In siphoning funds of the corporation, if any to his personal use;
- e. In failing to keep corporate records;
- f. In using the company merely as a façade for the personal operations of Defendant Karen Becker;
- g. In comingling the funds of Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations with the funds of Defendant Karen Becker, as well as the funds of other individuals and/or entities; and
- h. Such other particulars as the evidence may show.

103. Plaintiff is informed and believes there would be an element of injustice and of fundamental unfairness if Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations' corporate entity is recognized and Defendant Karen Becker is shielded from liability.

104. Plaintiff is informed and believes that Defendant Karen Becker has exhibited a total dominion over Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, which has caused or will cause inequitable consequences for Plaintiff.

105. Plaintiff is informed and believes that Defendant Karen Becker has committed fraud and misused Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations to further her personal interests.

106. Plaintiff is informed and believes that Defendant Karen Becker should be individually liable for any judgment resulting from this action against Defendant Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations.

FOR A FIFTEENTH CAUSE OF ACTION
(Trespass to Land against Plaintiff by Karen Becker, Matt Becker, and Ocean Breeze Beach Vacations)

107. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

108. Plaintiff affirmatively states that he owns many of the amenities and commercial spaces associated with Sand Dunes Resort, including the waterpark.

109. Plaintiff keeps this waterpark exclusive for his guests and business customers in order to provide it as an amenity to promote his business, to the exclusion of the public and those who are not guests of the Plaintiff. Plaintiff has always allowed and encouraged the guests staying in the units leased to his business to use and enjoy the waterpark. To ensure security,

wristbands must be worn by guests wishing to access the waterpark, and only guests staying in units leased to Plaintiff's business are provided wristbands.

110. Plaintiff further alleges that at no time has he or his employees properly provided wristbands to other commercial guests of the property, nor were those other guests ever supposed to be able to access the waterpark.

111. Plaintiff is informed and believes that Defendant has, by her own actions or through those of her agents or employees, provided guests wristbands in order to allow them to access the waterpark.

112. Plaintiff further alleges that Defendant knew that the waterpark was owned by Plaintiff and that Defendant did not have consent to access the waterpark or allow others to do so, but intentionally trespassed on this property anyway.

113. Plaintiff is informed and believes that Defendant has violated his property rights and harmed him by diluting his business and its amenities and trespassing on his property, by her own acts or through those of her agents or guests, without his consent. Furthermore, in creating more work for Plaintiff's lifeguards and other employees, who control and secure the waterpark, without Plaintiff's permission and without any compensation to Plaintiff, Defendant has caused additional harm to Plaintiff's business.

114. Plaintiff is informed and believes he is entitled to be awarded damages on this issue, in an amount to be determined by the court.

FOR A SIXTEENTH CAUSE OF ACTION
(Trespass to Chattels against Plaintiff by Karen Becker, Matt Becker, and Ocean Breeze Beach Vacations)

115. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

116. Plaintiff owns many of the amenities and commercial spaces associated with Sand Dunes Resort, including the waterpark.

117. Plaintiff keeps this waterpark exclusive for his guests and business customers in order to provide it as an amenity to promote his business. Plaintiff has always allowed and encouraged the guests staying in the units leased to his business to use and enjoy the waterpark. To ensure security, wristbands must be worn by guests wishing to access the waterpark, and only guests staying in units leased to Plaintiff's business are provided wristbands.

118. Plaintiff further alleges that at no time have other commercial guests of the property been provided wristbands by the Plaintiff or his employees, nor were they ever given his consent to be able to access the waterpark. Additionally, Plaintiff alleges that wristbands have never been for sale to the public or to guests of the resort not staying in units leased to Plaintiff.

119. Plaintiff is informed and believes that Defendant has, by her own actions or through those of her agents or employees, provided guests wristbands in order to allow them to access the waterpark. Plaintiff further alleges that in Defendant Karen Becker's affidavit she admitted doing so.

120. Plaintiff further alleges that Defendant knew that the waterpark was owned by Plaintiff and that Defendant did not have consent to access the waterpark or allow others to do so, but Defendant intentionally secured wristbands for her guests without consent of the Plaintiff anyway.

121. Plaintiff is informed and believes that Defendant has violated his property rights and harmed him by her trespass against these certain chattels. Furthermore, in creating more work for Plaintiff's lifeguards and other employees, who control and secure the waterpark,

without Plaintiff's permission and without any compensation to Plaintiff, Defendant has caused additional harm to Plaintiff's business through her unpermitted use of Plaintiff's wristbands.

122. Plaintiff is informed and believes he is entitled to compensatory damages on this issue, in an amount to be determined by the Court.

FOR A SEVENTEENTH CAUSE OF ACTION
(Conversion by Karen Becker, Matt Becker, and Ocean Breeze Beach Vacations)

123. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

124. Plaintiff has clear legal ownership of many of the amenities advertised by him and available to guests staying in connection with Sands Resorts.

125. Plaintiff is informed and believes that Defendant's bad acts, including her conversion of the wristbands used to secure entrance to the waterpark, constitute conversion of his property rights.

126. Plaintiff further alleges that Defendant's conversion of Plaintiff's property has damaged his business and reputation by creating additional work for his employees and by diminishing his control over the resort's amenities and their exclusivity.

127. Plaintiff is informed and believes that he is entitled to compensatory and punitive damages on this issue, in an amount to be determined by the court.

FOR AN EIGHTEENTH CAUSE OF ACTION
(Nuisance against Plaintiff by Karen Becker, Matt Becker, and Ocean Breeze Beach Vacations)

128. Plaintiff realleges each and every allegation contained above as if repeated verbatim herein.

129. Plaintiff is informed and believes that Defendants have been unreasonable in their acts to provide their guests with use of amenities owned by Plaintiff, despite their lack of consensual access to those amenities.

130. Plaintiff further alleges that his employees asked Defendants to cease and desist their behavior over three months prior to the filing of this action, and that those actions continued.

131. Plaintiff alleges that the manner in which Defendant, whether through her own acts or those of her employees, agents, or guests, used her property has continued to interfere with Plaintiff's lawful use of his own property, including his ability to rent his property out to guests.

132. Plaintiff is informed and further believes that the connection between Defendants' guests' and their unauthorized use of Plaintiff's amenities is the Defendant and her business, who have continually purported to guests that they will be able to use amenities Defendant has no access to, and/or the actions taken by Defendants to assure that their guests can use Plaintiff's amenities, despite their knowledge that their actions prohibited.

133. Plaintiff is informed and further alleges that he and his business have been damaged by Defendants' acts, and that further injury is threatened by Defendant's actions.

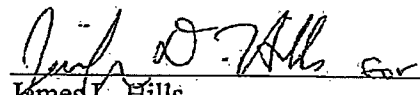
134. Plaintiff is informed and believes that Defendant should be held strictly liable for these actions, and that he is entitled to a judgment on this issue in an amount to be determined by the court.

WHEREFORE, having fully set forth their Complaint against the Defendants, the Plaintiffs pray as follows:

- A. For a Temporary and Permanent Injunction to bar the Defendants from continuing their detrimental actions against the Plaintiff's business;
- B. For judgment against all of the Defendants, jointly and severally, for actual, incidental, consequential damages, and exemplary and punitive damages, in an amount to be determined by the Court for fraud and intentional misrepresentation;
- C. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined, and for declaratory judgment as outlined above;
- D. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined, and for punitive damages for violations of the Unfair Trade Practices Act as outlined above;
- E. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for false advertising;
- F. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for Violation of the Trademark Act--misappropriation of a trade name in order to confuse the public;
- G. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for theft of services;
- H. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for tortious interference with a contract;
- I. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for tortious interference with a prospective business relationship (homeowners);
- J. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for tortious interference with a prospective business relationship (guests);
- K. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for trademark/mark/trade name/copyright infringement;

- L. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for trademark dilution;
- M. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for slander/defamation;
- N. For Matt Becker to be held personally liable for any and all judgments against Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations that result from this action;
- O. For Karen Clark Becker to be held personally liable for any and all judgments against Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations that result from this action;
- P. For a judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for trespass on Plaintiff's land;
- Q. For a judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for trespass against Plaintiff's chattels;
- R. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for conversion of Plaintiff's property;
- S. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for nuisance;
- T. For Plaintiffs' costs and disbursements in pursuit of this action;
- U. For such other and further relief as this Honorable Court may deem just and appropriate.

Respectfully Submitted,
HILLS & HILLS, P.C.


James L. Hills
4701 Oleander Drive
Myrtle Beach, SC 29577
(803) 626-2600
Attorney for the Plaintiffs

Myrtle Beach, South Carolina

April 11, 2013

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Rawcliffe Resorts, Inc.
Plaintiff,

vs.

Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations, Matt
Becker and Karen Clark Becker
Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
)
) CASE NO.: 2013-CP-26-0980
)
)

VERIFICATION FOR AMENDED
COMPLAINT

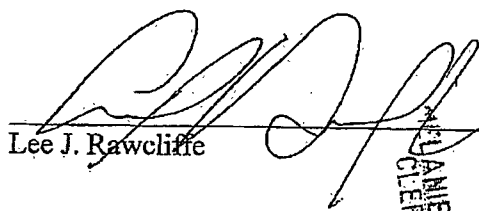
PERSONALLY appeared before me the Plaintiff in the foregoing action who, being duly sworn, states as follows:

(a) Deponent has read the allegations contained in the attached pleading consisting of six (26) pages;

(b) The attached pleading was prepared by Deponent's attorney based upon information Deponent has personally furnished to her attorney;

(c) The allegations contained in the attached pleading are true and correct, and are based upon the personal knowledge of Deponent, except for those allegations which are based upon Deponent's information and belief, and as to those, Deponent believes them to be true;

(d) Deponent has authorized his attorney to file the attached pleading, to present the same to the Court and secure any necessary orders based thereon; and also, to secure service of the attached pleading, and necessary process based thereon, upon the adverse party.


Lee J. Rawcliffe

SWORN to and subscribed before me
this 11 day of April, 2013.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires 7/23/14

FILED
Horry County
2013 APR 11 PM 12:38
JANIE HUGGINS-WARD
CLERK OF COURT

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NUMBER: 2013-CP-26-0980

Rawcliffe Resorts, Inc.

Plaintiff,

v.

(Jury Trial Requested)

Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations,
Matt Becker and Karen Clark Becker,

Defendants.

HORRY COUNTY
13 MAY 23 PM 1:54
CLERK OF COURT

**ANSWER AND COUNTERCLAIMS OF THE DEFENDANTS
MATT BECKER & ASSOCIATES, INC. D/B/A
OCEAN BREEZE BEACH VACATIONS,
MATT BECKER AND KAREN CLARK BECKER.**

The Defendants, Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, Matt Becker and Karen Clark Becker (hereinafter referred to as "Defendants"), respond to the Amended Complaint of the Plaintiff, Rawcliffe Resorts, Inc., as follows:

For A First Defense

1. Any allegation not specifically admitted, modified or explained is denied.
2. Defendants lack sufficient information to admit or deny the allegations of paragraph 1 and demand that they be established by proper proof.
3. The allegations of paragraph 2 are admitted.
4. The allegations of paragraph 3 are admitted.
5. The allegations of paragraph 4 call for a legal conclusion to which these Defendants are neither required to admit nor deny. However, to the extent, if any, these Defendants are required to admit or deny the allegations of paragraph 4, they are denied.
6. The allegations of paragraph 5 are denied.
7. The allegations of paragraph 6 call for a legal conclusion to which these

Defendants are neither required to admit nor deny. However, to the extent, if any, these Defendants are required to admit or deny the allegations of paragraph 6, they are denied.

8. Defendants lack sufficient information to admit or deny the allegations of paragraph 7 and demand that they be established by proper proof.
9. Defendants lack sufficient information to admit or deny the allegations of paragraph 8 and demand that they be established by proper proof.
10. Defendants lack sufficient information to admit or deny the allegations of paragraph 9 and demand that they be established by proper proof.
11. The allegations of paragraph 10 are denied.
12. Defendants deny the realleged allegations of Paragraph 11.
13. The allegations of paragraph 12 are denied.
14. The allegations of paragraph 13 are denied.
15. The allegations of paragraph 14 are denied.
16. The allegations of paragraph 15 are denied.
17. The allegations of paragraph 16 are denied.
18. Defendants deny the realleged allegations of Paragraph 17.
19. The allegations of paragraph 18 are denied.
20. The allegations of paragraph 19 are denied.
21. The allegations of paragraph 20 are denied.
22. The allegations of paragraph 21 are denied.
23. The allegations of paragraph 22 are denied.
24. The allegations of paragraph 23 are denied.
25. The allegations of paragraph 24 are denied.
26. Defendants deny the realleged allegations of Paragraph 25.
27. The allegations of paragraph 26 call for a legal conclusion to which these

Defendants are neither required to admit nor deny. However, to the extent, if any, these Defendants are required to admit or deny the allegations of paragraph 26, they are denied.

28. The allegations of paragraph 27 are denied.
29. The allegations of paragraph 28 are denied.
30. The allegations of paragraph 29 are denied.
31. The allegations of paragraph 30 are denied.
32. The allegations of paragraph 31 are denied.
33. Defendants deny the realleged allegations of paragraph 32.
34. The allegations of paragraph 33 call for a legal conclusion to which these Defendants are neither required to admit nor deny. However, to the extent, if any, these Defendants are required to admit or deny the allegations of paragraph 33, they are denied.
35. The allegations of paragraph 34 are denied.
36. The allegations of paragraph 35 are denied.
37. The allegations of paragraph 36 are denied.
38. The allegations of paragraph 37 call for a legal conclusion to which these Defendants are neither required to admit nor deny. However, to the extent, if any, these Defendants are required to admit or deny the allegations of paragraph 37, they are denied.
39. The allegations of paragraph 38 are denied.
40. The allegations of paragraph 39 are denied.
41. The allegations of paragraph 40 are denied.
42. The allegations of paragraph 41 are denied.
43. Defendants deny the realleged allegations of paragraph 42.
44. The allegations of paragraph 43 are denied.
45. Defendants lack sufficient information to admit or deny the allegations of paragraph 44 and demand that they be established by proper proof.

46. Defendants lack sufficient information to admit or deny the allegations of paragraph 45 and demand that they be established by proper proof.
47. Defendants lack sufficient information to admit or deny the allegations of paragraph 46 and demand that they be established by proper proof.
48. Defendants lack sufficient information to admit or deny the allegations of paragraph 47 and demand that they be established by proper proof.
49. The allegations of paragraph 48 are denied.
50. The allegations of paragraph 49 are denied.
51. The allegations of paragraph 50 are denied.
52. The allegations of paragraph 51 are denied.
53. The allegations of paragraph 52 are denied.
54. The allegations of paragraph 53 call for a legal conclusion to which these Defendants are neither required to admit nor deny. However, to the extent, if any, these Defendants are required to admit or deny the allegations of paragraph 53, they are denied.
55. The allegations of paragraph 54 are denied.
56. Defendants deny the realleged allegations of paragraph 55.
57. The allegations of paragraph 56 are denied.
58. The allegations of paragraph 57 are denied.
59. Defendants deny the realleged allegations of Paragraph 58.
60. Defendants lack sufficient information to admit or deny the allegations of paragraph 59 and demand that they be established by proper proof.
61. The allegations of paragraph 60 are denied.
62. The allegations of paragraph 61 are denied.
63. The allegations of paragraph 62 are denied.
64. Defendants deny the realleged allegations of Paragraph 63.
65. Defendants lack sufficient information to admit or deny the allegations of paragraph 64 and demand that they be established by proper proof.

66. The allegations of paragraph 65 are denied.
67. The allegations of paragraph 66 are denied.
68. The allegations of paragraph 67 are denied.
69. The allegations of paragraph 68 are denied.
70. Defendants deny the realleged allegations of Paragraph 69.
71. Defendants lack sufficient information to admit or deny the allegations of paragraph 70 and demand that they be established by proper proof.
72. The allegations of paragraph 71 are denied.
73. The allegations of paragraph 72 are denied.
74. The allegations of paragraph 73 are denied.
75. Defendants deny the realleged allegations of Paragraph 74.
76. The allegations of paragraph 75 are denied.
77. Defendants lack sufficient information to admit or deny the allegations of paragraph 76 and demand that they be established by proper proof.
78. Defendants lack sufficient information to admit or deny the allegations of paragraph 77 and demand that they be established by proper proof.
79. Defendants lack sufficient information to admit or deny the allegations of paragraph 78 and demand that they be established by proper proof.
80. Defendants lack sufficient information to admit or deny the allegations of paragraph 79 and demand that they be established by proper proof.
81. The allegations of paragraph 80 are denied.
82. The allegations of paragraph 81 are denied.
83. The allegations of paragraph 82 are denied.
84. The allegations of paragraph 83 are denied.
85. Defendants deny the realleged allegations of paragraph 84.
86. Defendants lack sufficient information to admit or deny the allegations of

paragraph 85 and demand that they be established by proper proof.

87. The allegations of paragraph 86 are denied.
88. The allegations of paragraph 87 are denied.
89. The allegations of paragraph 88 are denied.
90. Defendants deny the realleged allegations of Paragraph 89.
91. The allegations of paragraph 90 are denied.
92. The allegations of paragraph 91 are denied.
93. The allegations of paragraph 92 are denied.
94. The allegations of paragraph 93 are denied.
95. The allegations of paragraph 94 are denied.
96. Defendants deny the realleged allegations of paragraph 95.
97. The allegations of paragraph 96 are denied.
98. The allegations of paragraph 97 are denied.
99. The allegations of paragraph 98 are denied.
100. The allegations of paragraph 99 are denied.
101. The allegations of paragraph 100 are denied.
102. Defendants deny the realleged allegations of Paragraph 101.
103. The allegations of paragraph 102 are denied.
104. The allegations of paragraph 103 are denied.
105. The allegations of paragraph 104 are denied.
106. The allegations of paragraph 105 are denied.
107. The allegations of paragraph 106 are denied.
108. Defendants deny the realleged allegations of Paragraph 107.
109. Defendants lack sufficient information to admit or deny the allegations of

paragraph 108 and demand that they be established by proper proof.

110. Defendants lack sufficient information to admit or deny the allegations of paragraph 109 and demand that they be established by proper proof.
111. Defendants lack sufficient information to admit or deny the allegations of paragraph 110 and demand that they be established by proper proof.
112. The allegations of paragraph 111 are denied.
113. The allegations of paragraph 112 are denied.
114. The allegations of paragraph 113 are denied.
115. The allegations of paragraph 114 are denied.
116. Defendants deny the realleged allegations of Paragraph 115.
117. Defendants lack sufficient information to admit or deny the allegations of paragraph 116 and demand that they be established by proper proof.
118. Defendants lack sufficient information to admit or deny the allegations of paragraph 117 and demand that they be established by proper proof.
119. Defendants lack sufficient information to admit or deny the allegations of paragraph 118 and demand that they be established by proper proof.
120. The allegations of paragraph 119 are denied.
121. The allegations of paragraph 120 are denied.
122. The allegations of paragraph 121 are denied.
123. The allegations of paragraph 122 are denied.
124. Defendants deny the realleged allegations of Paragraph 123.
125. Defendants lack sufficient information to admit or deny the allegations of paragraph 124 and demand that they be established by proper proof.
126. The allegations of paragraph 125 are denied.
127. The allegations of paragraph 126 are denied.
128. The allegations of paragraph 127 are denied.
129. Defendants deny the realleged allegations of 128.

130. The allegations of paragraph 129 are denied.
131. The allegations of paragraph 130 are denied.
132. The allegations of paragraph 131 are denied.
133. The allegations of paragraph 132 are denied.
134. The allegations of paragraph 133 are denied.
135. The allegations of paragraph 134 are denied.

For A Second Defense

136. All of these Defendants' previous responses are restated as if appearing here verbatim.
137. These Defendants plead Rule 12(b)(6) of the South Carolina Rules of Civil Procedure as a bar to the Plaintiff's claims in this matter.

For A Third Defense

138. All of these Defendants' previous responses are restated as if appearing here verbatim.
139. These Defendants plead truth as a bar to the Plaintiff's slander and defamation claims in this matter.

For A Fourth Defense

140. All of these Defendants' previous responses are restated as if appearing here verbatim.
141. These Defendants plead that because a conversion claim cannot arise from a defendant's exercise of a legal right over property or where real property is at issue, the Plaintiff's conversion claim in this matter fails as a matter of law.

***For A Fifth Defense And By Way of Counterclaim
(False Advertising – Violation of Lanham Act, Section 43(a))***

142. All of these Defendants' previous responses are restated as if appearing here verbatim.
143. Defendants allege that Plaintiff is using photographs of the newly

renovated unit 2536, managed by Defendants, in Plaintiff's advertisements and on Plaintiff's website, and such use of photographs of the newly renovated unit 2536 is false advertising and contains false and misleading statements about the amenities included in the vacation units provided by Plaintiff to their guests.

144. Defendants allege that Plaintiff's false and misleading statements did deceive guests who rented vacation units from Plaintiff based on these misleading statements. Additionally, Plaintiff's false and misleading statements have the capacity to deceive potential customers.
145. Defendants allege that these deceptions are material, as photographs of a newly renovated vacation unit are a material representation likely to influence a customer's purchasing decision.
146. Defendants allege that the product at issue here, the rental of vacation units at a resort, is a product in interstate commerce that is advertised nationwide.
147. Defendants further allege that their business has been and is likely to continue to be injured through reduced sales as a result of Plaintiff's false and misleading statements.
148. The aforementioned facts constitute false advertising and are in violation of the Lanham Act, Section 43(a). Defendants are informed and believe Plaintiff was aware or should have been aware that their use of photographs of the newly renovated unit 2536 is false advertising and contains false and misleading statements about the amenities included in the vacation units provided by Plaintiff to their guests.
149. Defendants are informed and believe they are entitled to a judgment on this issue, as well as corrective prospective advertising expenditures, market damages, compensatory damages in the form of Plaintiff's profits (unjust enrichment), and attorneys' fees, as provided by the Lanham Act.

***For A Sixth Defense And By Way of Counterclaim
(Unfair Trade Practices)***

150. Defendants allege that Plaintiff's use of misappropriated images, specifically photographs of the newly renovated unit 2536, managed by Defendants, in Plaintiff's advertisements and on Plaintiff's website, constitutes an unfair trade practice.
151. Defendants allege that this unfair trade practice has an unfair effect not only on Defendants, but also on the public, who is deceived into believing

the Plaintiff's business provides newly renovated units such as the newly renovated unit 2536, managed by Defendants, represented in Plaintiff's advertisements and website.

152. Defendants further allege that Plaintiff's deceptive practices are capable of repetition and of continuing to have unfair effects on the public.
153. The aforementioned facts constitute unfair and deceptive acts and practices in the conduct of trade or commerce and are capable of repetition, and therefore violate the South Carolina Unfair Trade Practices Act (S.C. Code Sections 39-5-10 *et seq.*). Defendants suffered actual damages in an amount to be determined and request judgment against Plaintiff.
154. Defendants are informed and believe they are entitled to recover attorneys' fees and treble damages in an amount to be determined by the Court.

***For A Seventh Defense And By Way of Counterclaim
(Conversion)***

155. Defendants have clear legal interest in the photographs of the newly renovated unit 2536, which is managed by Defendants.
156. Defendants are informed and believe that Plaintiff's bad acts, including their use of photographs of the unit managed by Defendants in Plaintiff's advertisements and on Plaintiff's website, constitute conversion of Defendants' property to Plaintiff's own use.
157. Defendants allege that Plaintiff's use of the photographs of unit 2536 in Plaintiff's advertisements and on Plaintiff's website was without Defendant's permission.
158. Defendants further allege that Plaintiff's conversion of Defendants' photographs has damaged Defendants' business.
159. Defendants are informed and believe that they are entitled to compensatory and punitive damages on this issue, in an amount to be determined by the Court.

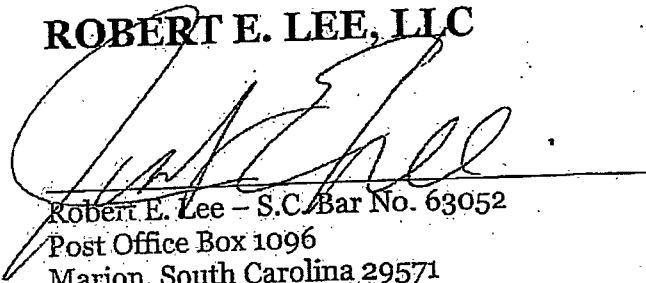
***For An Eighth Defense And By Way of Counterclaim
(Fraud/Intentional Misrepresentation)***

160. Defendants allege that Plaintiff's use of misappropriated images, specifically photographs of the newly renovated unit 2536, managed by Defendants, in Plaintiff's advertisements and on Plaintiff's website, constitutes a material representation to the public.

161. Defendants allege that Plaintiff knew, or should have known, they could not guarantee their guests access to newly renovated units such as the one advertised by Plaintiff. In addition, Defendants allege that Plaintiff understood the difference between their units and Defendants' units, yet Plaintiff continued to materially represent to the public that their guests would have access to the newly renovated unit 2536 pictured on Plaintiff's website.
162. Defendants are informed and believe that Plaintiff made these material representations with the intent that third party guests should act upon them and rent units from Plaintiff.
163. Defendants allege that third party guests did rely on Plaintiff's representations and suffered injury when they were unable to rent the newly renovated unit Plaintiff had advertised.
164. Defendants allege that their business has suffered injury due to Plaintiff's misrepresentations.
165. Defendants are informed and believe they are entitled to compensatory and punitive damages on this issue.

Wherefore the Defendants Pray the claims of the Plaintiff be dismissed with prejudice together with the cost of this action, such costs to include the Defendants' attorney's fees. That the Court and/or jury award such as the Court and/or jury believe to be just, fair and reasonable to compensate the Defendants with both actual and punitive damages together with the cost of this action, such costs to include the Defendants' attorney's fees and for any additional relief which the Court deems necessary and proper.

ROBERT E. LEE, LLC



Robert E. Lee - S.C. Bar No. 63052

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Marion, South Carolina 29571

Telephone: (843) 423 - 1313

Facsimile: (843) 423 - 1397

rel@rellawfirm.com

May 22, 2013
Marion, South Carolina

ATTORNEY FOR THE DEFENDANTS

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations, Matt
Becker and Karen Clark Becker,
Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26-0980

) REPLY TO DEFENDANTS'
) ANSWER AND COUNTERCLAIM

FILED
HORRY COUNTY
2013 OCT -2 PM 4:19
MELNIE HUGGINS-WARR
CLERK OF COURT

The Plaintiff, by and through his undersigned attorney, hereby Replies as follows:

1. The Plaintiffs herein reaffirm and reiterate all of the allegations of the Complaint in this Reply, deny each and every allegation not hereinafter specifically admitted, qualified, or otherwise explained, denies the allegations of the Defenses inconsistent therewith, and demands strict proof thereof.

FOR A FIRST DEFENSE

Reply to Defendant's Fifth Defense and First Counterclaim

2. Plaintiff denies Defendants' paragraphs 143-149 insofar as the unit described was previously on the Plaintiff's rental program and any incorrect carryover of photographs was unintentional and unlikely to cause confusion amongst potential guests. However, Plaintiff lacks sufficient information on which to form a belief as to whether the photographs were used as alleged and therefore denies same and demands strict proof thereof. Furthermore, Plaintiff denies Defendants' claims that the guests could have been damaged by the alleged false advertising, as Plaintiffs' units are generally maintained to a standard equal to or above that of Defendants'. Additionally, units managed by Plaintiff provide more access to services and amenities than Defendants provide, and so Plaintiff believes guests could not have been in any way injured.

3. Additionally, Plaintiff reiterates from its Complaint its claim that Defendants' unclean hands in this matter, as Defendants are themselves guilty of much false advertising, bar them from recovering from Plaintiff.

FOR A SECOND DEFENSE

(Reply to Defendant's Sixth Defense and Second Counterclaim)

4. Plaintiff denies Paragraphs 150-154 for the same reasons as stated above, that any incorrect use of photographs as stated above, if such thing actually occurred, was unintentional and done because the unit was previously managed by Plaintiff and the Plaintiff thus had permission of the owner to use those photographs. However, Plaintiff lacks sufficient information on which to form a belief as to whether the photographs were used as alleged and therefore denies same and demands strict proof thereof.

5. Plaintiff reiterates its belief that Defendants are barred from any recovery for any such conduct on the part of Plaintiff, if proven, because Defendants have used Plaintiff's photographs intentionally to mislead potential guests and thus have unclean hands.

FOR A THIRD DEFENSE

(Reply to Defendant's Seventh Defense and Third Counterclaim)

6. Plaintiff reiterates its denial as stated above and denies paragraphs 155-159. Plaintiff lacks sufficient information on which to form a belief as to whether the photographs were used as alleged and therefore denies same and demands strict proof thereof.

FOR A FOURTH DEFENSE

(Reply to Defendant's Eighth Defense and Fourth Counterclaim)

7. Plaintiff reiterates its denial as stated above and denies paragraphs 160-165. Plaintiff lacks sufficient information on which to form a belief as to whether the photographs were used as alleged and therefore denies same and demands strict proof thereof.

All other issues not expressly admitted are hereby denied.

WHEREFORE, Plaintiffs pray for an order of this Court

- a. Dismissing Defendants' Answer and Counterclaim;
- b. Granting Plaintiff judgment on his Complaint; and
- c. For any other and further relief that this Honorable Court may deem just and appropriate.


HILLS & HILLS, P.C.
Jennifer D. Hills
4701 Oleander Drive
Myrtle Beach, SC 29577
Attorney for the Plaintiff
(843) 626-2600

Myrtle Beach, South Carolina
June 24, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Ocean Breeze Beach Vacations and
Karen Clark Becker

Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26- 980

) MOTION FOR TEMPORARY
) AND PERMANENT INJUNCTION

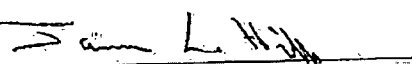
FILED
HORRY COUNTY
2013 FEB 15 PM 4:06
MEANIE HUGGINS-WARD
CLERK OF COURT

TO the Defendant above named:

YOU WILL PLEASE TAKE NOTICE that, the Plaintiff above named, by and through his undersigned attorney, will move on the tenth (10) day, or soon thereafter as may be heard, for an Order of the Court granting a temporary injunction as set forth in the attached verified Complaint. In support of this motion, the Plaintiff shows to the Court that this motion is made pursuant to S.C. Code Ann. 15-43-30. A hearing on Plaintiff's motion will be scheduled before the Presiding Judge for the Fifteenth Judicial Circuit, Horry County Court of Common Pleas, at the Horry County Courthouse at 1301 Second Avenue in Conway, South Carolina. The motion will be based upon the verified petition, affidavits that will be submitted at the hearing, documentary evidence and testimony from witnesses.

WHEREFORE, the Defendant requests that the court grant its motion and enter an order granting a temporary injunction against the Defendants.

HILLS & HILLS, P.C.


James L. Hills
4701 Oleander Drive
Myrtle Beach, SC 29577
Telephone: 843-626-2600
Fax: 843-448-6792
Attorney for the Plaintiff

February 12, 2013
Myrtle Beach, South Carolina

Motion for a Temporary Injunction

Page 1 of 1

Rawcliffe Resorts, Inc. v. OBBV and Karen Becker
2013-CP-26-

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

1

CASE NO.: 2013-CP-26-980

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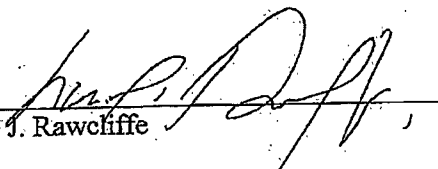
FILED
HARRY COUNTY
2013 FEB 15 PM 4:06
MELANIE HUGGINS-WA
CLERK OF COURT

1. My name is Lee J. Rawcliffe and I am the CEO of the Plaintiff in the above action.
2. It came to my attention that Karen Becker and Ocean Breeze Beach Vacations were advertising units at Sand Dunes Resort and using professional photographs to do so. Additionally, we realized that no distinction was being made between the units being advertised by Ocean Breeze Beach Vacations and those that are on the Sand Dunes rental management programs. This is important because units on the rental management program have access to the amenities that are provided by the rental management program. Privately owned units that are rented out by other agencies or individuals do not have access to all the same amenities.
3. I am asking the Court today to stop Ocean Breeze Beach Vacations and its owner/operator, Karen Becker, from using the photographs and the lure of the amenities to attract business. I know that a guest's disappointment in arriving to stay in a privately owned unit and discovering that they are not allowed to access those amenities will reflect badly on the resort and on future business. There is little way for a guest to know from the ads being posted that they will not be allowed to use all of the amenities, or that they are not renting a unit from our rental management program. I have

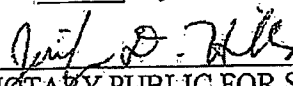
attached examples of the misleading ads to the complaint in this matter to show how confusing they might be.

4. I am also requesting damages in this matter, as well as the attorney's fees and costs incurred in bringing this action.

FURTHER DEPONENT SAYETH NOT.


Lee J. Rawcliffe

SWORN to and subscribed before me
this 15 day of February, 2013.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires 7/23/14

Ocean Breeze Beach Vacat... Photos

Like

Photos of Ocean Breeze Beach Vacat...

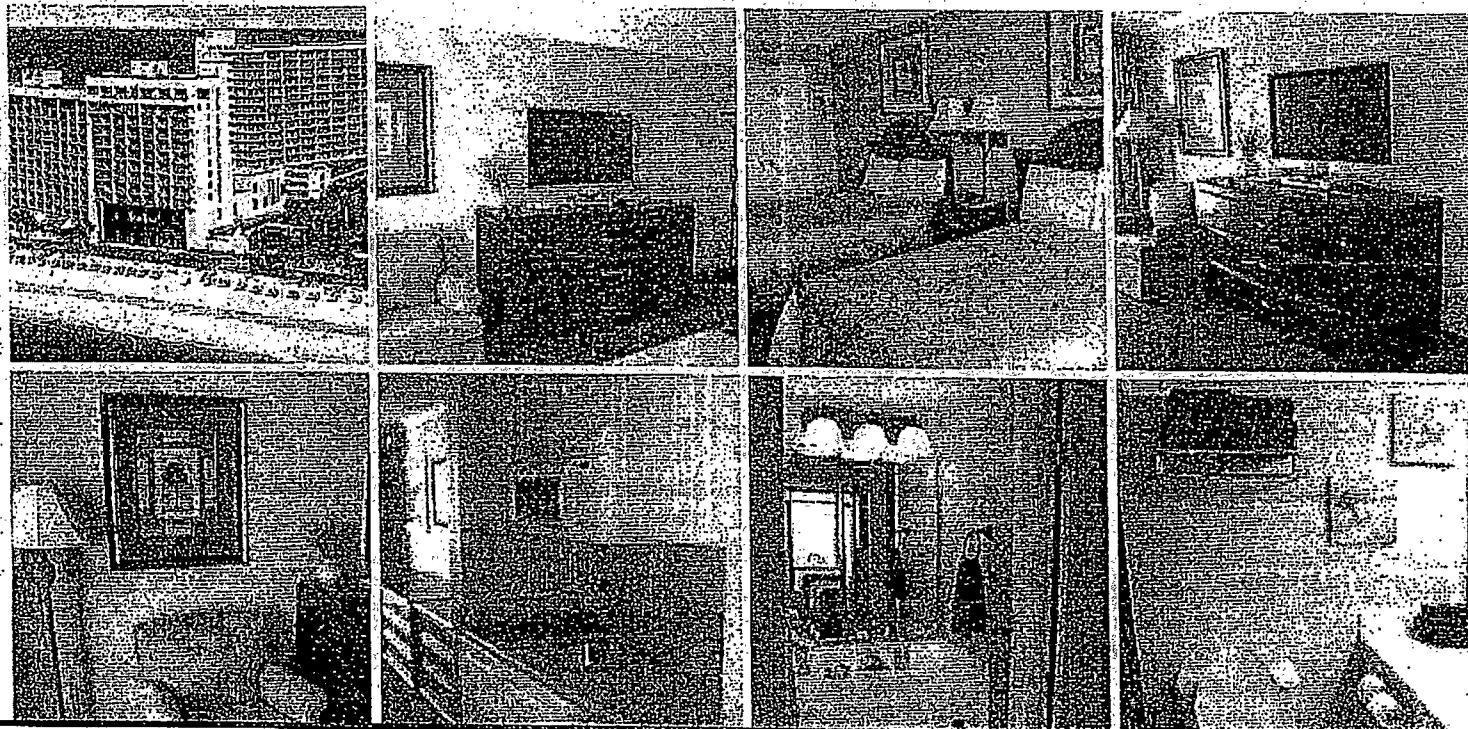
Photos

Albums

Sand Dunes 1032

Updated about a week ago · Taken at Sand Dunes Resort Hotel

studio,oceanfront, ktichen, sleeps 4, 2 fulls
www.homeaway.com/900499





Ocean Breeze Beach Vacat... Photos ▾

Like





Karen Clark Becker

- 📍 Ocean Breeze Beach Vacations at Owner-Operator
- 🎓 Went to Zeigler - Royalton High School
- 🏠 Lives in Myrtle Beach, South Carolina
- 💍 Married

About

Photos

Do you know Karen? If you know Karen, send her a friend request or m

Work and Education

Owner-Operator

Ocean Breeze Beach Vacations - Myrtle Beach, South Carolina

I own a small property management company here at the beach.

www.ourmyrtlebeachrentals.com

Traveler Reviews (3)

Features · Rate Details · Map & Owner's Profile · All Photos (21) · Traveler Reviews (3)

Write a Review  Back to Top 

5/5

Summer 2012

Guest: Ann Marie B.

Date of Stay: 07/29/12 Review Submitted: 08/07/12

Great location. Clean unit. Second bedroom was somewhat on the smaller size with no dresser or TV. Would be a good room for two smaller children. We had taken four adults down... so the second bedroom wasn't as accommodating to this need. Master bedroom (and living room) had a fantastic view with dresser and closet. Ocean Annie's music could be heard from balcony --- but not so much that it was a problem... In fact, it was nice to have the entertainment! Would definitely recommend. Manager and cleaning staff were very pleasant and friendly.

Owner response: We are so glad that you had a wonderful vacation. Sands is a fun place to stay and Ocean Annie's just adds to that enjoyment. We hope you will give us a call on your next trip to our beautiful beach. Karen Ocean Breeze Beach Vacations

Recommended for:

Did you find this review helpful? Yes | No

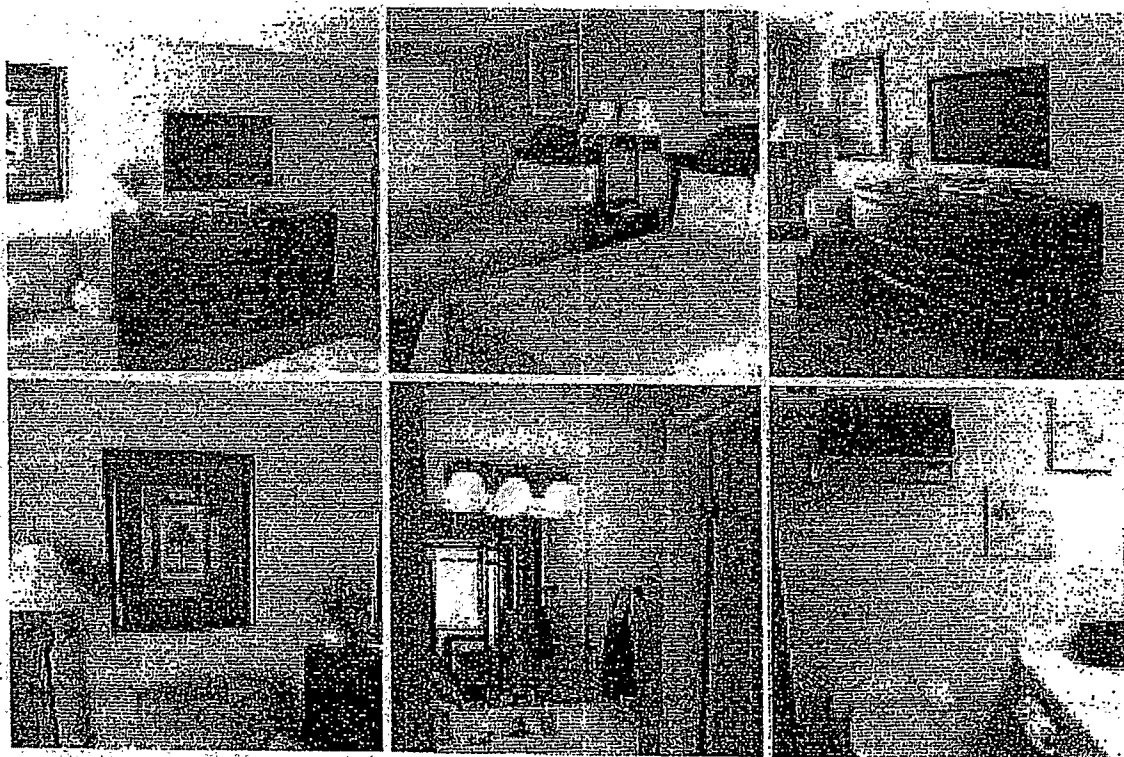
Helpful votes: 1/1



Ocean Breeze Beach Vacat... Timeline ▾ Now ▾



Ocean Breeze Beach Vacations: Myrtle Beach added 8 photos to the album Sand Dunes 1032.
January 24

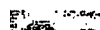


Like · Comment · Share



1

2 people like this.





Ocean Breeze Beach Vacat... Photos ▾



1/5

Wouldnt go back!!!

Guest: Tonya (cleveland, ga)

Date of Stay: 07/03/10 Review Submitted: 08/04/10

My family and I have stayed at the Sand Dunes Resort before and were pretty excited about our vacation. I've never rented anything from VRBO before and after our experience there I'll never rent from VRBO again. Within the first 30 minutes of arriving I could already tell we were not going to have the pleasant experience we had once had before at this resort. The 1st hour of our vacation was spent buying a plunger for the clogged up toilet and shower. Sand Dunes Resort could not do anything to help us because this was a privately owned room & they weren't even allowed to go in the room. After calling VRBO/BAB Investments & leaving multiple messages it took them 4 days to return my phone calls(they were all on vacation) & no one was in the office to make sure everything was ok with us. Other issues included : room smelt like fish upon arriving, no can opener ,cooking utensils, dish towels or tea jug in kitchen, only 4 bath towels , no washcloths for 4 people(I actually called the day before we left for vacation to make sure this was not going to happen), fold out couch broke (my husband is now going to the chiropractor),no light bulb in bedroom lamp, hole in carpet, paint coming off balcony railing. Needless to say this was not the vacation I was hoping for. After the owner finally arrived he brought us 2 towels,4 was clothes,& a \$10 cooking spoon set. He looked at all our problems told us he was sorry & told us for the next people he rented to he would try to do better. What!?! Mean time I guess we were just to deal with it. Yay!!! I had been under the impression he was going to bring us a broom or a vacuum cleaner but I guess I was wrong because we never heard or seen them again. So we were left there to fend for ourselves & to have sand in our floor. Thanks again VRBO. They got their money but I feel we didn't get our money's worth. Hey look on the bright side we left the plunger there if you need it! Good luck!!!!

1/5

YOU GET WHAT YOU PAY FOR

Guest: kem (Weaverville, NC)

Date of Stay: 08/15/10 Review Submitted: 08/21/10

We stayed at the Sand Dunes Resort 7 years ago and it has certainly gone down hill since then. Not only were we disappointed with the resort itself (unclean, run down) but this particular unit was much less than we expected. The price was good but with that price came poor, poor quality. No one has kept the unit up. We found dirty and torn carpet, broken lamp, broken iron, missing tile in kitchen, terrible couch, chipped paint on railings, rust on the refrigerator, poor plumbing in bathroom, no phone or even a phone book to use. We had to use pillows from the extra bed just to sit comfortably on the couch. We also had to use drano just to get the shower to drain. We would not recommend this unit or even the Sand Dunes Resort to anyone coming to Myrtle Beach.

Owner response: Condo improvements have since been completed to improve our guests stay. New ceramic tile has replaced the carpet in the bedroom. Lighting has been updated. The condo has been thoroughly cleaned.

Recommended for:

Did you find this review helpful? Yes | No

Helpful votes: 4/5

5/5

Wonderful Time!

Guest: MB Fans (Dayton Ohio)

Date of Stay: 06/11/11 Review Submitted: 06/23/11

We stayed in this unit June 11-18, 2011 and loved everything about it. This was our first experience with VRBO and the Sand Dunes Resort so we had the usual rookie concerns. We were pleasantly surprised to say the least. Loved the convenience of the key pad entry! Note to rookies: Don't attempt to "check-in" at registration, just ask for your parking pass, take the elevator next to the pizza place to the 8th floor and you're home! It's that easy! The unit was clean, well equipped and convenient. The views from the balcony and sounds of the ocean were amazing. We watched pelicans and dolphins from the balcony as we drank our morning coffee and the views of the full moon and sunrises were beautiful. We called Barry once with a question and he was quick to respond and made certain we didn't need anything.

Suggestions for other visitors: Best time to visit Margaritaville at Broadway at the Beach is on Sunday-early evening, no crowds or lines (we went back another day and the wait was over 2 hours!). Go to Bonefish Grill (just down the street) on Wed for \$5 Bang-Bang Shrimp, make sure to get a pizza from the onsite pizza restaurant-the "Works" is delicious!

Recommended for: Age 55+, families with teenagers, girls getaway, tourists without a car, romantic getaway, families with young children.

Did you find this review helpful? Yes | No

Helpful votes: 5/6

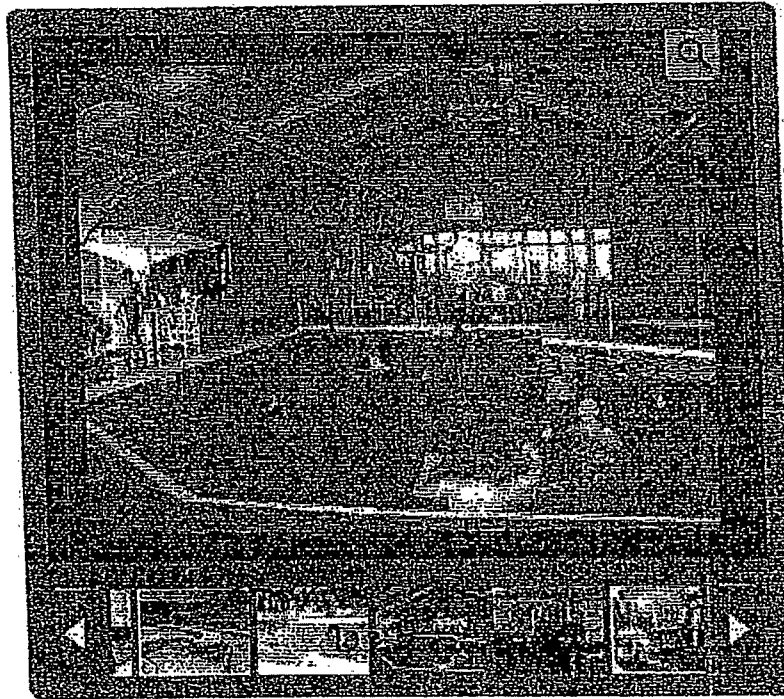
Search for: Enter your search text here

Arrival:

Departure:
[Home](#) [USA](#) [South Carolina](#) [Grand Strand - Myrtle Beach](#) [Myrtle Beach](#) [Myrtle Beach Central](#)
[Other Myrtle Beach Central Properties](#) [VRBO Listing #423474](#)

Direct Oceanfront 2bd at Popular Sands Ocean Club

[Other Myrtle Beach Central Properties](#), [Myrtle Beach](#), [South Carolina](#) Vacation Rental by Owner Listing 423474

[Features](#) [Rate Details](#) [Map & Owner's Profile](#) [All Photos \(21\)](#) [Traveler Reviews \(3\)](#) [Write a Review](#)


Location: [Other Myrtle Beach Central Properties](#), [Myrtle Beach Central](#), [Myrtle Beach](#), [Grand Strand - Myrtle Beach](#), [South Carolina](#), [USA](#) [View Map](#)

Accommodations: Condo, 2 Bedrooms, 2 Baths (Sleeps 6)

We LOVE Myrtle Beach! It is the perfect FAMILY vacation spot! Come have some fun in the sun on our beautiful sandy beaches and abundant golf courses.

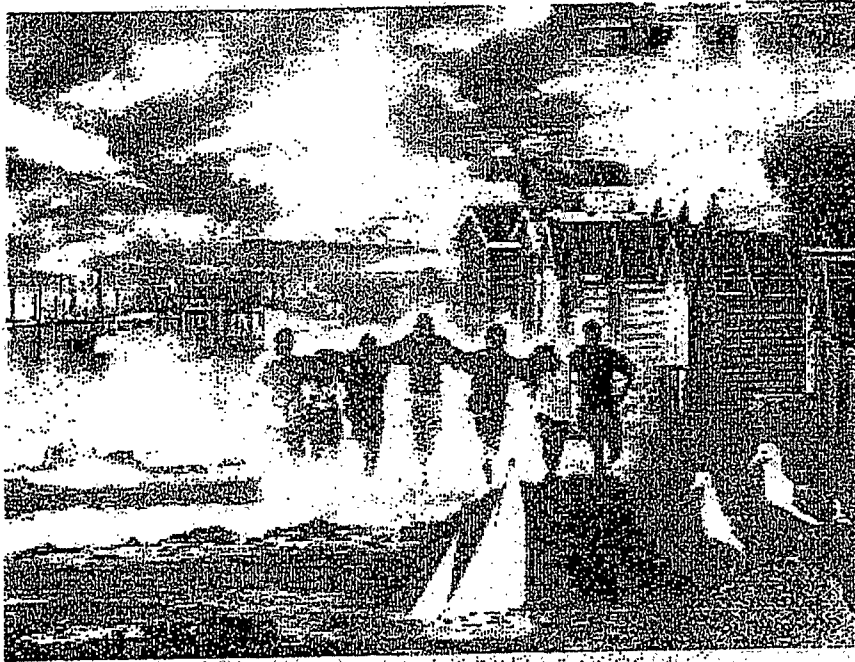
This is a direct oceanfront 2 bedroom condo with 2 baths and a large, fully equipped kitchen. Just sit on your oceanfront balcony and listen to the live music at Ocean Annie's while watching the surf roll. The condo will sleep up to 6 with a king in first bedroom, 2 twins in the second bedroom and a sleeper sofa in the living room.

Sands Ocean Club Resort has a reputation for being one of the most fun-filled resorts in Myrtle Beach.

As home of the famous Ocean Annie's Beach Bar,

Sands Ocean Club provides a perfect setting for live entertainment and relaxing good times. You can listen to the music while relaxing on the beach, around the pool or party down with the crowd around the bar. And if the

OUR RENTALS



OCEAN BREEZE BEACH VACATIONS

We LOVE Myrtle Beach! It is the perfect FAMILY vacation spot! Come have some fun in the sun on our beautiful sandy beaches and abundant golf courses.

COME SEE WHY WE CALL THIS AREA
HOME!

ahh_theoceanbreeze@yahoo.com

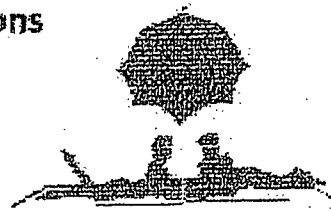
843-390-0346 home

843-283-3517 cell

www.oceanbreezebeachvacations.com

www.facebook.com/oceanbreezebeachvacations

It's Vacation Time!



STATE OF SOUTH CAROLINA

COUNTY OF Horry

Rawcliffe Resorts, Inc.

Plaintiff(s)

vs.

Ocean Breeze Beach Vacations and Karen
Becker

Defendant(s)

Submitted By: James L. Hills

Address: 4701 Oleander Drive, Myrtle Beach, SC 29572

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2013-CP - 26- 980

SC Bar #: 2517

Telephone #: 843-626-2600

Fax #: 843-448-6792

Other:

E-mail: jlh@hillsandhills.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

- Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20-CP-
☐ Notice/ File Med Mal (230)
☐ Other (299)

- Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☒ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☒ Other (399)

- Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499)

- Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

- Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☒ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☒ Other (899)

- Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)

- Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)

- Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510)

- ☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799)

Submitting Party Signature: James L. Hills

Date: February 12, 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action:
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Ocean Breeze Beach Vacations and

Karen Clark Becker

Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26- 980

SUMMONS

FILED
HORRY COUNTY
2013 FEB 15 PM 4:04
MELANIE HUGGINS-WARD
CLERK OF COURT

TO THE PLAINTIFF ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in the above entitled action, a copy of which is herewith served upon you and to serve a copy of your Answer to the Complaint on the Subscriber at his offices at 4701 Oleander Drive, Myrtle Beach, South Carolina 29577, within thirty (30) days after service hereof; exclusive of the day of such service, and if you fail to Answer the Complaint within the time aforesaid, judgment by default will be requested against you for the relief demanded in the Complaint.

Respectfully Submitted,

Hills & Hills, P.C.



James L. Hills
4701 Oleander Drive
Myrtle Beach, SC 29577
(843) 626-2600
Attorney for the Plaintiff

Myrtle Beach, South Carolina
February 12, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Ocean Breeze Beach Vacations and

Karen Clark Becker

Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26- 980

) COMPLAINT
) (Jury Trial Demanded)

FILED
HORRY COUNTY
2013 FEB 15 PM 4:04
MELANIE HUGGINS-WARD
CLERK OF COURT

The Plaintiff, Rawcliffe Resorts, Inc. complaining of the Defendants herein, respectfully would allege as follows:

THE PARTIES AND JURISDICTION

1. Rawcliffe Resorts, Inc. (hereinafter referred to as "Rawcliffe"), is, at all times relevant to this action, has been a corporation duly organized and existing under the laws of the State of South Carolina with its principal place of business in the County of Horry, state South Carolina, for the purpose of carrying on its business in Horry County, South Carolina.

2. Upon information and belief, Ocean Breeze Beach Vacations Myrtle Beach (hereinafter referred to as "Ocean Breeze") is a business owned and managed by Karen Becker, a citizen of Horry County, South Carolina, and is a business duly organized and existing under the laws of the State of State of South Carolina with its principal place of business in Myrtle Beach, South Carolina.

3. Upon information and belief, Karen Clark Becker is a citizen and resident of the State of South Carolina. Upon information and belief, she presently conducts business in the State of South Carolina, and presently conducting business in Horry County, State of South Carolina.

4. This Court has jurisdiction over the subject matter and Parties to this action.

FACTUAL BACKGROUND

5. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

6. That, on information and belief, at all times the Defendant, Karen Clark Becker, (hereinafter referred to as "Becker") was an agent servant, owner, or employee of the Defendant Ocean Breeze Beach Vacations Myrtle Beach, (hereinafter referred to as "Ocean Breeze").

7. As of November 2012 and continuing into the present, Rawcliffe Resorts, Inc. currently operates a rental management program for a number of the privately-owned units within its hotels and buildings. The guests who rent these units, as part of the rental management program run by Rawcliffe Resorts, are entitled to use certain amenities on the Rawcliffe Resorts, Inc. properties, including a waterpark, an indoor pool, a fitness room, and a "Kid's Club" activity program. Additionally, these units are managed and run by the employees of the resort, including the front desk, security, cleaning and maintenance staff, etc. Upon check-in at the front desk, guests staying in the resort-managed units are given access to the amenities mentioned above.

8. Privately owned units *not* on the rental management program are not entitled to use the waterpark and additional amenities mentioned above, and, because of the way in which those amenities are secured, those guests do not have any access to those amenities. Those guests do not check in with the front desk, but access their rooms privately through the individuals who own or manage them.

9. In November 2012 Plaintiff, through its employees, began to notice that Vacation Rentals By Owner (hereinafter "VRBO"), an internet operation in which private individuals can list vacation rentals online for other individuals to rent, was using many of Rawcliffe Resorts,

Inc.'s professional photographs of the property and its amenities. Upon further examination, Plaintiff realized that the advertisements in question were inappropriately using these photographs to advertise use of the waterpark and additional amenities to the guests as an enticement to rent these units. These photographs are often, though not always, accompanied by language advertising these amenities as a way to entice guests to rent from VRBO clients. (Copies of Defendants' advertisements and use of professional photographs attached hereto and included by reference.)

10. Upon discovery of these fraudulent advertisements, Plaintiff's employee contacted Karen Becker, the owner/operator of Ocean Breeze, and asked her to cease and desist all use of Rawcliffe Resort's photographs and all language advertising the amenities not actually included with rental of those units. To date, the fraudulent advertisements, both image and written, have not ceased.

FOR A FIRST CAUSE OF ACTION
(Temporary and Permanent Injunction)

11. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

12. Plaintiff has a strong likelihood of success in this matter, as he has copies of the Defendant's fraudulent advertisements showing clearly that the Defendant is advertising the resort's amenities along with the rental of the privately owned units, despite the fact that she is aware those amenities are not accessible by the clients she rents to. Therefore, the Defendant should immediately be enjoined from doing so.

13. If the Defendant is allowed to continue in his desired course of action as is listed in Paragraphs 6-12 above, she may irreparably damage the Plaintiff's business and business reputation.

14. There is a strong public interest in protecting the right of Plaintiff to conduct his business as he has been, which the Defendant intends to thoughtlessly destroy by misleading the public and the clients she advertises to, and an injunction restraining Defendant from continuing to lie would stop the Defendant from this destruction.

15. If not enjoined, Defendant's actions as alleged above have and will harm Plaintiff in a manner through which he will not have adequate redress at law.

FOR A SECOND CAUSE OF ACTION
(Unfair Trade Practices)

16. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

17. The acts as previously stated constitute an unfair and deceptive acts and practices in the conduct of trade or commerce and are capable of repetition, and therefore violate the South Carolina Unfair Trade Practices Statute (SC Code Ann. § 39-5-10 *et seq.*). The Plaintiffs suffered actual damages in an amount to be determined and request judgment against the Defendants both jointly and severally. Additionally, the Plaintiff is entitled to recover its attorney's fees and treble damages in an amount to be determined by the court.

FOR A THIRD CAUSE OF ACTION
(False Advertising)

18. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

19. Defendants' acts as stated above constitute false advertising. Defendants have included untrue or misleading information in the advertisements that was and is likely to influence consumers' purchasing decisions. By doing so, Defendant has induced consumers into staying at their properties while not being able to deliver on the promises made in its

advertisements. Consequently, Plaintiff has been deprived of reservations and revenue that could have been earned had these consumers not been exposed to these misleading advertisements.

FOR A FOURTH CAUSE OF ACTION
(Misappropriation)

20. Plaintiff realleges each and every allegation contained above as if repeated verbatim within.

21. Defendant's acts as stated above constitute misappropriation by creating a situation where the Defendants are gaining benefit from the misuse of the Plaintiff's information and images. Plaintiff has made a substantial investment of time, money, skill, and effort to create a brand and company that has a significant draw and intangible value worth protecting. This value is being damaged by the Defendants' unapproved misuse of Plaintiff's images and information, as well as any potential misuse of the properties by Defendants' guests. Because of this misappropriation, Plaintiff has suffered competitive loss due to the dilution of its brand, as well as loss of potential guests and revenue to the Defendants.

WHEREFORE, having fully set forth their Complaint against the Defendants, the Plaintiffs pray as follows:

- A. For a Temporary and Permanent Injunction to bar the Defendants from continuing their detrimental actions against the Plaintiff's business;
- B. For judgment against all of the Defendants, jointly and severally, for actual, incidental, consequential damages, and exemplary and punitive damages, in an amount to be determined by the Court for fraud;
- C. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined, and for declaratory judgment as outlined above;
- D. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined, and for punitive damages for violations of the Unfair Trade Practices Act as outlined above;

- E. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for false advertising;
- F. For judgment against all of the Defendants, jointly and severally, in an amount yet to be determined for misappropriation;
- G. For Plaintiffs' costs and disbursements in pursuit of this action;
- H. For such other and further relief as this Honorable Court may deem just and appropriate.

Respectfully Submitted,

HILLS & HILLS, P.C.


James L. Hills

4701 Oleander Drive

Myrtle Beach, SC 29577

(803) 626-2600

Attorney for the Plaintiffs

Myrtle Beach, South Carolina

February 12, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Ocean Breeze Beach Vacations and
Karen Clark Becker

Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
)
) CASE NO.: 2013-CP-26-

VERIFICATION

FILED
Horry County
2013 FEB 15 PM 4:04
MELANIE HUGGINS-WARD
CLERK OF COURT

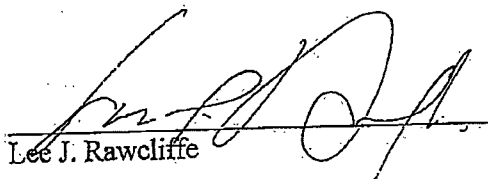
PERSONALLY appeared before me the Plaintiff in the foregoing action who, being duly sworn, states as follows:

(a) Deponent has read the allegations contained in the attached pleading consisting of six (6) pages;

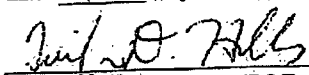
(b) The attached pleading was prepared by Deponent's attorney based upon information Deponent has personally furnished to her attorney;

(c) The allegations contained in the attached pleading are true and correct, and are based upon the personal knowledge of Deponent, except for those allegations which are based upon Deponent's information and belief, and as to those, Deponent believes them to be true;

(d) Deponent has authorized his attorney to file the attached pleading, to present the same to the Court and secure any necessary orders based thereon; and also, to secure service of the attached pleading, and necessary process based thereon, upon the adverse party.


Lee J. Rawcliffe

SWORN to and subscribed before me
this 15 day of FebRuary, 2013.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires 7/23/14.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations, Matt
Becker and Karen Clark Becker,
Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26-0980

) Petition and Citation for Contempt

FILED
2013 AUG 29 PM 12:36
MELANIE HODGINS-WARD
CLERK OF COURT

1. The Defendants are citizens and residents of Horry County, South Carolina and have been for more than one (1) year prior to the commencement of this action. Plaintiff is a corporation conducting business in Horry County, South Carolina.

2. By the Consent Order Granting Temporary Injunction Against Ocean Breeze Beach Vacations and Karen Becker dated and filed April 2, 2013, signed by the Honorable Benjamin H. Culberton, the following was required in Paragraph 4:

4. Defendants shall not use by words (whether oral or written) any description of any amenity owned by Plaintiff, or imply access to any amenity owned by Plaintiff. These amenities include, but are not limited to:

a. . . .

g. Sand Dunes Water Park . . .

(copy of Consent Order in its entirety attached hereto)

3. The Plaintiff believes the Defendants to be in contempt of Court for failing to abide by the provisions of the Consent Order and agreement, as the Plaintiff is informed and believes he can prove to this Court that the Defendants have continued implying and even attempting to gain unlawful access to amenities owned by the Plaintiff. Plaintiff is informed and believes that Defendants have in fact gained unlawful access to amenities owned by Plaintiff. The Plaintiff respectfully asks that this Court issue its Rule to Show Cause requiring the

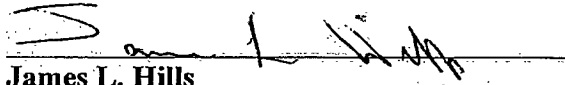
Defendants to show cause, if any he can, why they should not be held in contempt and why the Prior Order should not be strictly adhered to. (see attached Affidavit of Stacey Johnson)

4. The Plaintiff further believes he is entitled to an Order directing the Defendants to pay his attorney's fees and costs incurred as a result of filing this Rule to Show Cause.

WHEREFORE, the Plaintiff prays that this Court issue its Rule to Show Cause requiring the Defendants to show cause, if any he can, why he should not be held in contempt for failure to abide by the provisions of said Order and why such Order should not be strictly adhered to together with such other and further relief as the Court may deem just and proper.

Respectfully Submitted,

HILLS & HILLS, P.C.



James L. Hills

HILLS & HILLS, P.C.

4701 Oleander Drive

Myrtle Beach, SC 29577

(843) 626-2600

ATTORNEY FOR THE PLAINTIFF

Myrtle Beach, SC
August 9, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Matt Becker & Associates, Inc. d/b/a
Ocean Breeze Beach Vacations, Matt
Becker and Karen Clark Becker,
Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
)

) CASE NO.: 2013-CP-26-0980
)

FILED
2013 AUG 29 PM 12:36
MELANIE HUGGINS-WARD
CLERK OF COURT

My name is Stacey Johnson and I am from Lynchburg, Virginia. I rented Sand Dunes Unit #2828 from Ocean Breeze Vacations, for the week of July 20, 2013 to July 27, 2013. I came to Myrtle Beach on July 20, 2013 as part of a group of four (4) guests. I have attached a copy of the receipt to this statement. When I booked my unit I was assured by Karen Becker that I would have access to all the amenities, including the on-site waterpark.

On July 20, 2013, I arrived at the Sands Resorts and found that I didn't have wristbands in my unit. I called Ocean Breeze Vacations and left a message concerning the water park passes. Karen Becker texted me back later that day and told me that someone would be bringing passes by. On Sunday, we came back to our room around 1pm and found that four (4) passes in an envelope had been wedged in the door. When our family attempted to enter the waterpark Monday morning we were stopped because the bands did not have any writing on them. The managers of Sands asked me to write this statement recounting my experience with Ocean Breeze Vacations.

Stacey Johnson

Stacey Johnson
184 Addie Way
Lynchburg, Va. 24501

SWORN TO BEFORE me this 22 day
of July, 2013.

Richard A. Waldo
Notary Public for South Carolina

My commission expires: 1-7-2018

Ocean Breeze Beach Vacations**Reservation
Confirmation****Confirmation # 7XLDT**

Tuesday, June 25, 2013

[REDACTED]
River, SC 29566

Little

Fax: [REDACTED]

www.oceanbreezebeachvacations.com

[REDACTED]@yahoo.com

Stacey Johnson

LYNCHBURG, VA 24501

FILED
2013 AUG 29 PM 12:36
MELANIE HUGGINS-WARD
CLERK OF COURT

Stacey,

Thank you for allowing us to help in the planning of your upcoming Beach Vacation! It won't be long now, your relaxing and fun-filled vacation is just around the corner.

Sincerely,

Karen Becker

Booking 1 (7 Nights) – Sand Dunes Oceanfront Tower 2828. (1 BR, 1 BA, Max. Occupancy 6)

ARRIVAL	DEPARTURE	DATE BOOKED	
Saturday	Saturday	Wednesday	
7/20/2013 - 3:00 PM	7/27/2013 - 10:00 AM	5/15/2013	
Rental Rate Detail			
\$1100.00 per week for 1 week(s)	Avg \$157.14/night	(7/20/2013 – 7/26/2013)	\$1100.00
	Rates Subtotal		\$1100.00
Booking Charges			
	Rental Charge		\$1100.00
	Departure Clean		\$60.00
	Taxes		\$150.80
	Total Booking Charges		\$1310.80

Charges and Payments

	Date Posted	
Booking Charges (Booking 1)		\$1310.80
CC: Stacey Johnson [REDACTED]	2/1/2013	\$-100.00
CC: Stacey Johnson [REDACTED]	6/13/2013	\$-700.00
Check: Stacey Johnson #2522	6/25/2013	\$-510.80
Total Balance Due		\$0.00

Deposit/Payment Schedule

	Date Due	Amount Due
Initial Deposit (SD2828)	5/15/2013	\$0.00
Final Deposit (SD2828)	6/20/2013	\$0.00

Along with the payment, you will need to either email or fax a photo id to us within 24 hours to complete the reservation.

Payment in full is due at least 30 days prior to arrival. You can either mail in a check or if you want to pay by credit card, just contact me for another invoice at that time.

Have a safe trip and we look forward to your arrival at MYRTLE BEACH

Check-In Instructions

Stacey Johnson
Arrival: 7/20/2013

Reservation No. RES-00253
Departure: 7/27/2013

Unit: Sand Dunes Oceanfront Tower 2828 201 [REDACTED]

Lock Box Code: [REDACTED]

Once you arrive at the resort, you can unload at the front door. Then just go straight to the condo, no need to checkin at the front desk and stand in those long lines. They will not have any information on your reservation as we do not use their rental service. There will be a lockbox on the door to the unit.

The code will be set after the unit is cleaned that morning. It is changed after every checkout to ensure the safety of all renters. You will have to reenter the code to close the box. The numbers are hard to see on the box, but 1-5 are on the left side and 6-0 are on the right. **PLEASE DO NOT REMOVE THE MAIN KEY FROM THE LOCKBOX.** This will ensure that you do not get locked out of the condo. There will be a 2nd set of keys for your use inside the condo. **DO NOT TAKE THE KEYS TO THE BEACH OR POOL AS YOU TAKE A CHANCE OF LOSING THEM.** The main key will still be in the lockbox for entry when you return from the beach. If you have any questions or problems while you are here, please don't hesitate to call. We live here in the area and maintain the unit ourselves. We do not furnish supplies of toilet tissue/trash bags/soaps for your entire stay. You will be provided with 2 small bars of soap, 2 trash bags per trash can and 1 roll of toilet paper to get you started until you can make it to the store. The resort maids onsite are not allowed to furnish these items to you as they work for the onsite rental office.

Should an item get damaged or broken during your stay, we just ask that you replace the item before you leave so that future guests will have everything they need to enjoy their vacation. I have attached an area map showing the location of the resort along with links to area attractions.

Upon departure, please remove all garbage from the unit, make sure dishes are washed up and relock the main key back in the lockbox for the next renters. PLEASE BE SURE ALL DOORS ARE LOCKED AS YOU WILL BE HELD RESPONSIBLE FOR ANYTHING MISSING DUE TO AN UNLOCKED DOOR.

Also, in the warmer months, please leave the air conditioner on when you leave so that it will be pleasant for the cleaning crew and next renters. You can place your garbage outside the door anytime that it is full and the resort's cleaning service will pick it up. Have a safe trip to the beach and a great time while you are here!

THIS IS A NON-SMOKING CONDO!!! IF THE CONDO IS FOUND TO HAVE BEEN SMOKED IN, THERE WILL BE AN ADDITIONAL CHARGE TO YOU FOR HAVING TO THOROUGHLY CLEAN THE ROOM AND CARPET.

Karen Becker

Ocean Breeze Beach Vacations

[REDACTED]

Little River, SC 29566

[REDACTED] cell

[REDACTED] cell Matt Becker

[REDACTED] home

[REDACTED]@yahoo.com

CANCELLATIONS: A THIRTY DAY NOTICE IS REQUIRED FOR CANCELLATIONS. CANCELLATIONS THAT ARE MADE MORE THAN THIRTY (30) DAYS PRIOR TO ARRIVAL DATE WILL INCUR NO PENALTY. CANCELLATIONS OR CHANGES THAT RESULT IN A SHORTENED STAY, THAT ARE MADE WITHIN THIRTY (30) DAYS OF THE ARRIVAL DATE, FORFEIT THE FULL ADVANCE PAYMENT AND DEPOSIT UNLESS THE CONDO IS RE-RENTED. IF THE CONDO IS RE-RENTED FOR THE RESERVATION DATES, YOU WILL BE GIVEN A FULL REFUND. EARLY DEPARTURE DOES NOT WARRANT ANY REFUND OF RENT OR DEPOSIT UNLESS IT IS AN EMERGENCY. IN CASE OF A HURRICANE, REFUNDS WILL BE GIVEN IF THERE IS A "MANDATORY" EVACUATION ORDER GIVEN FOR THE AREA THAT THE CONDO IS LOCATED IN. AT THAT TIME, REFUNDS WILL BE GIVEN:

A. ON ANY UNUSED PORTION OF RENT FROM A GUEST CURRENTLY REGISTERED DURING THE EVACUATION

B. ANY UNUSED PORTION OF RENT FROM A GUEST THAT IS SCHEDULED TO ARRIVE FOR DATES THAT FALL DURING THE MANDATORY EVACUATION

C. ANY ADVANCE RENTS COLLECTED FOR A RESERVATION THAT IS DUE TO ARRIVE DURING THE "HURRICANE WARNING" PERIOD.

Area attraction links:

www.broadwayatthebeach.com

www.wonderworksonline.com Now Open

www.ripleysaquarium.com

www.nascarspeedpark.com

www.alligatoradventure.com

www.bflanding.com

www.dixiestampede.com

www.myrtlebeachsafari.com

www.alabama-theatre.com

www.alligatoradventure.com

www.family-kingdom.com

www.medievaltimes.com

www.myrtlebeachpelicans.com

www.myrtlewaves.com

www.palacetheatremyrtlebeach.com

www.marketcommonmb.com

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Rawcliffe Resorts, Inc.

Plaintiff,

vs.

Ocean Breeze Beach Vacations and
Karen Clark Becker

Defendants.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO.: 2013-CP-26-0980

)
)
) **CONSENT ORDER GRANTING**
) **TEMPORARY INJUNCTION**
) **AGAINST OCEAN BREEZE BEACH**
) **VACATIONS AND KAREN BECKER**

HORRY COUNTY
13 APR -2 PM 2:19
MELANIE HUGGINS-WARD
CLERK OF COURT

PRESIDING JUDGE:

Honorable Benjamin H. Culbertson

COURT REPORTER:

April 2, 2013

DATE OF HEARING:

James L. Hills and Jennifer D. Hills

PLAINTIFF'S ATTORNEY:

Robert E. Lee

DEFENDANT'S ATTORNEY:

1BMB
1
R 22
This matter came before the Court on a Notice of Motion and Motion for Temporary Injunction, along with a Summons and Complaint, filed on February 15, 2013. Present at the hearing were Plaintiff Lee Rawcliffe, CEO of Rawcliffe Resorts, Inc., along with his counsel, James L. Hills and Jennifer D. Hills, as well as Matt Becker, Owner/President of Matt Becker & Associates, Inc. d/b/a Ocean Breeze Beach Vacations, Defendant Karen Becker and their counsel, Robert E. Lee.

FINDINGS AND CONCLUSIONS

Prior to the call of the case, the parties informed the court that they had reached an agreement on a temporary basis. After reviewing the pleadings, affidavits, and exhibits presented, as well as questioning the parties and counsel as appropriate, I approve the proposed terms of the temporary order, which are as follows:

1. Defendants shall not use trade names belonging to Rawcliffe Resorts, Inc. in connection with its business Sand Dunes Oceanfront Resort. Trade names associated with that

business include Sand Dunes, Sands Resorts, Sand Dunes Resort, Sand Dunes Oceanfront Resort, and Sand Dunes Resort & Spa.

2. Defendants shall use "Sand Dunes Oceanfront Tower" only within the body of their advertisements to describe the geographic location of the unit being rented.
3. Defendants shall not use any photo of or showing any part of an amenity owned by Plaintiff.
4. Defendants shall not use by words (whether oral or written) any description of any amenity owned by Plaintiff, or imply access to any amenity owned by Plaintiff. These amenities include, but are not limited to:

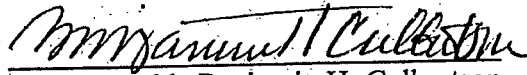
- a. Sand Dunes Parking Garage (Defendant's customers will have Restricted Access—must obtain Parking Permit);
- b. Ocean Dunes Fitness Center;
- c. 50% customer discount at Mango's Restaurant;
- d. 50% customer discount at Arcade Pizza & Wings;
- e. 50% customer discount at Brass Anchor Restaurant;
- f. Carl Skenes Magic Show;
- g. Sand Dunes Water Park;
- h. Sands Kids Club;
- i. ground floor restrooms;
- j. arcade games;
- k. lobby and front desk services;
- l. bellman services;
- m. all Sand Dunes housekeeping services;
- n. the concierge desk;
- o. shuttle service;
- p. housekeeping supplies;
- q. complimentary tickets to Wild Water & Wheels;
- r. complimentary greens fees and cart fee at Diamondback Golf Course;
- s. complimentary tickets to ~~Recreation Center~~ *Ocean Drive Pavilion* Park; and
- t. complimentary tickets to Getaway Sightseeing Boat.

IT IS THEREFORE ORDERED THAT:

- 1) A temporary injunction according to the above terms is hereby granted against the Defendants; and

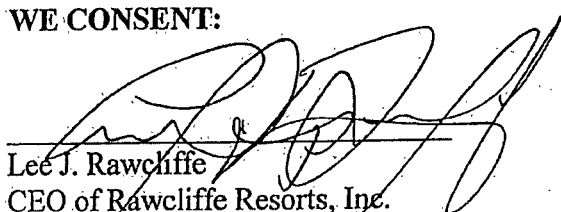
- 2) The temporary injunction shall remain in effect until the conclusion of this action or unless modified by Order of this Court.

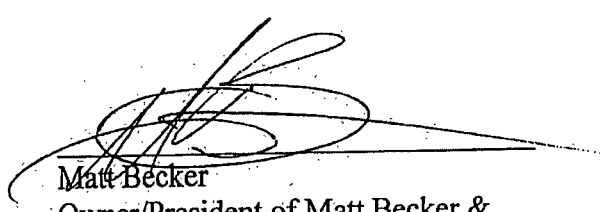
AND IT IS SO ORDERED.

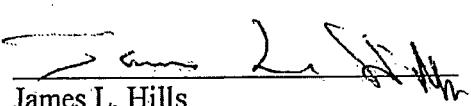

The Honorable Benjamin H. Culbertson
Presiding Judge of the Court of Common Pleas
Fifteenth Judicial Circuit

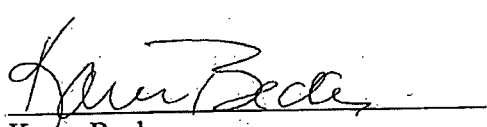
April 2, 2013
Conway, South Carolina

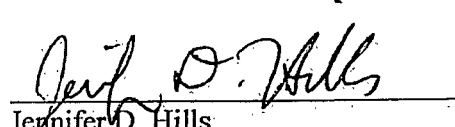
WE CONSENT:

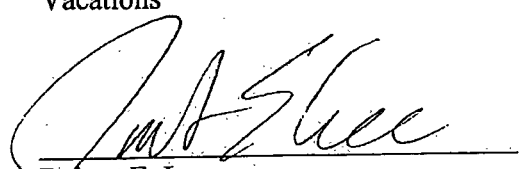

Lee J. Rawcliffe
CEO of Rawcliffe Resorts, Inc.


Matt Becker
Owner/President of Matt Becker &
Associates, Inc. d/b/a Ocean Breeze Beach
Vacations


James L. Hills
Attorney for the Plaintiff


Karen Becker
Operator/Manager of Ocean Breeze Beach
Vacations


Jennifer D. Hills
Attorney for the Plaintiff


Robert E. Lee
Attorney for the Defendants

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY)

2013-CP-26-00980

RAWCLIFFE RESORTS, INC.,)

Plaintiff,)

Transcript of Record

vs.)

February 10, 2014

MATT BECKER & ASSOCIATES,)
ET AL.)

Defendant.)

B E F O R E:

Honorable Larry B. Hyman, Jr.
Horry County Courthouse
Conway, South Carolina

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

James L. Hills, Esquire
Jennifer D. Hills, Esquire
Attorney for Plaintiff

Randall K. Mullins, Esquire
Attorney for Defendant

Kay H. Richardson
Circuit Court Reporter

I N D E X

1

2 February 10, 2014

Pg.

1 I'm ready to proceed with depositions. Let me know.

2 THE COURT: All right. So, essentially, that's moot
3 then?

4 MR. HILLS: Now, that we understand the protective order,
5 we can take the deposition and we'll do it fairly quickly.

6 THE COURT: All right. Motion by the Plaintiffs that
7 appears to be a rule to show cause in September of 2013. Tell
8 me about, Mr. Hills.

9 MR. HILLS: It is, Your Honor. This has to do with all
10 those wristbands. There -- she was giving out wristbands
11 after the Court's temporary order saying that she could not in
12 any way do things like that. You know, we're gonna have an
13 issue that's gonna crop up immediately, I'm sure, because when
14 we took the deposition last week, the practice has always been
15 in Horry County if you want to take a phone deposition, just
16 tell the other side, set it up and if they have an objection,
17 they'll tell you and you go to the Court and get an order.
18 We've been set -- this was set up for three to two days after
19 the October 2nd hearing as a telephone deposition, nobody ever
20 said anything.

21 THE COURT: It's a rule to show cause for contempt in
22 some fashion?

23 MR. HILLS: For violating the Court's order, Your Honor.

24 THE COURT: All right. And who issued the order?

25 MR. HILLS: Part of our main proof is going to be the

1 deposition we took last week. Mr. Mullins, when he got there,
2 he said, you know, I object, it's a telephone, we want an
3 order. So, I'm kind of ---

4 THE COURT: So, you don't have anything ---

5 MR. HILLS: I need to know if we're gonna be able to use
6 it any -- to use it since nobody objected for months.

7 THE COURT: All right. Are you saying this one needs to
8 be carried over until you've taken the deposition?

9 MR. HILLS: I guess so, Your Honor. Can we take it again
10 if he's not gonna allow it in.

11 MR. MULLINS: I withdraw the objection, Judge.

12 THE COURT: Okay.

13 MR. HILLS: Then it's in.

14 THE COURT: All right. So, that one will stay on the --
15 on the non-jury roster for the next term. Okay?

16 MR. HILLS: I was gonna say we're ready to do it now if
17 he's gonna not object to the deposition.

18 THE COURT: Oh, do you have the deposition?

19 MR. HILLS: Yes, Your Honor. We don't have the original
20 but we've ---

21 THE COURT: I'm sorry; I thought you didn't have the
22 deposition. All right. Let's hear it, Mr. Hills.

23 MR. HILLS: All right. Your Honor, this will take
24 several witnesses and, of course, this deposition. We'd call
25 Mr. Rawcliffe to the stand.

25 A: Six years, sir.

1 Q: And can you thumbnail it for us what it is that Rawcliffe
2 Resorts does?

3 A: Rawcliffe Resorts trades under the name Sands Resorts.
4 We have six different resorts which we either own outright or
5 own all the commercial element in and do rentals in.

6 Q: All right. Now, so that the Court understands, what does
7 it mean when you say -- well, let's narrow it down. For the
8 purposes of this case, Sands and the Ocean Club ---

9 A: Sand Dunes.

10 Q: Sand Dunes.

11 A: Yes, sir.

12 Q: How many units does Rawcliffe Resorts own in that ---

13 A: I'm not sure of the number. It's a fair number. We own
14 all the commercial element there as well.

15 Q: For the record, what does it mean when you say own the
16 commercial elements?

17 A: That our corporation owns all of that real estate and all
18 of the furnishings, fixtures, so forth.

19 Q: All right.

20 A: We also have all the grantors rights.

21 Q: The first floor in a lot resorts have things like a gift
22 shop.

23 A: Yes.

24 Q: Is that sold as a commercial element?

25 A: Yeah, we own the entire first floor.

1 Q: Y'all own everything, all the businesses ---

2 A: We own the entire first floor.

3 THE COURT: I understand. I understand, the pool and the
4 walkways and the grounds?

5 A: Yes, sir.

6 Q: That includes the pools on the premises but what about
7 the waterpark; is that part of the Sand Dunes?

8 A: No, sir. We have an adjacent property, it's directly
9 adjacent to it, that is a waterpark that is wholly owned by
10 our company and exists as a benefit to our guests. We also
11 own a convention center adjacent to the property, again, for
12 the benefit of our guests and we own the Ocean Dunes Resort
13 adjacent to that property which is a privately owned
14 freestanding hotel which is our hotel.

15 MR. HILLS: Your Honor, we'll offer this into evidence.
16 Mr. Rawcliffe, can you identify it?

17 BY MR. HILLS:

18 Q: Mr. Rawcliffe, can you identify it?

19 A: This looks like some -- an information map published by
20 our company. And it does show the location of many of the
21 amenities. We ---

22 MR. HILLS: Your Honor, we offer it into evidence. And I
23 believe it's without objection.

24 THE COURT: Is that right, Mr. Mullins?

25 MR. MULLINS: No objection. It helps the Court

1 understand the layout here.

2 THE COURT: You want to mark it as Plaintiff's One.

3 PLAINTIFF'S EXHIBIT NUMBER ONE

4 ADMITTED INTO EVIDENCE

5 BY MR. HILLS:

6 Q: Mr. Rawcliffe, referring you to Plaintiff's Exhibit
7 Number One, does this show where would things like the pool be
8 here on this and where would the waterpark be?

9 A: Well, okay. If you'll look on here it says Sands
10 Waterpark in the front here. And that's -- that's the
11 waterpark. Of course, this is Ocean Dunes, which is adjacent
12 the Sands Health Club and the Rawcliffe Conference Center,
13 which I described as our -- those are separately owned by our
14 company.

15 Q: All right, sir, if I can keep it as short as possible.
16 Next to River City Café is where the waterpark is?

17 A: Yes, but you also have all the other amenities within
18 there and if I can I'll just quickly review the other things
19 that are exclusive to us in addition to the pools and so forth
20 are the restaurants, the gift shop, the golf shop. There's a
21 convenience store there, there is the Sands Kids Club, excuse
22 me, which takes care of guest children free of charge with
23 provides them with t-shirts and hats and activities if you're
24 a guest of ours. There's a lot more of -- I'm probably
25 leaving a bunch out.

1 Q: Okay. And those amenities are paid for ---

2 A: There's a magic show with Carl Skenes, who is a Disney
3 Magician that we bring in every summer.

4 THE COURT: There's an amenities package; I understand
5 that, Mr. Rawcliffe.

6 A: Well, if I may, it was referred to that we charge a fifty
7 percent rental commission, that's -- actually, that's a little
8 bit misleading. The rates that we charge -- we do receive
9 fifty percent. That isn't just for renting the unit. We
10 provide daily housekeeping. We provide all maintenance in the
11 units. We provide bellman service, concierge service, front
12 desk service, access to all amenities, the amenities, half
13 price off in our food locations, free admission to that
14 waterpark, free admission to our waterpark Wild Water and
15 Wheels, in which Mr. Lazarus is a partner, but our guests get
16 to go there free and that was named one of the top ten
17 waterparks in America -- we're proud of that -- free admission
18 to the North Myrtle Beach Amusement Park, free admission and
19 golf including cart fees at Diamond Back Golf Course, which we
20 own.

21 THE COURT: Okay. I understand. I get it.

22 A: There's hundreds of dollars.

23 THE COURT: Thank you, thank you, thank you.

24 MR. HILLS: Understand, Your Honor, he's been waiting a
25 while to explain.

1 A: I didn't intend to sound like a commercial, I apologize,
2 but there's a lot offered.

3 Q: That's the basis of the lawsuit, somebody claiming that
4 you can stay with us and use all the amenities.

5 MR. MULLINS: Objection, leading..

6 THE COURT: We don't have a jury. I can keep up with it.

7 A: The problem we had, if I may describe it briefly if I can
8 is it came to our attention that the Beckers and their entity
9 Ocean Breeze Realty was advertising, among other places, on
10 Vacation Rentals By Owner, which is an internet site and some
11 others, they were advertising under our trade name, they were
12 advertising all of these amenities as being available to their
13 guests, they had pictures of them and descriptions and through
14 Mr. Hills in my presence, Karen Becker was contacted by
15 telephone and informed that, number one, we owned all these;
16 and number two, she wasn't entitled to use them, that if she
17 wanted to rent somebody's condo, she could rent the condo but
18 she could not rent our assets and she could not trade under
19 our name. That activity continued; at which point, we sent a
20 certified letter which I have here, Mr. Hills.

21 THE COURT: I understand the background, Mr. Hills, but I
22 want to get to the order.

23 MR. HILLS: I understand.

24 A: We informed again, and I'll give you this, if you wish.
25 We informed again that this was to cease and desist; it did

1 not. And we then filed an action in court and the result was
2 that Ms. Becker acknowledged giving out wristbands, claimed to
3 have purchased them. The wristbands cannot be purchased.
4 They're -- it's for our guests and only for our guests and
5 that's it. So, we then acknowledged that they needed to, and
6 I quote, settle up with us on this and that they would never
7 do it again. That was for 2012. In 2013, they did do it
8 again over and over ---

9 COURT REPORTER: I'm sorry. Can you just back away from
10 this just a little bit.

11 THE COURT: Just get me to the order.

12 A: Including all of these wristbands ---

13 THE COURT: All right. Thank you, sir. Hold on just one
14 second.

15 A: And this ---

16 THE COURT: Please. Just respond to your attorney's
17 questions.

18 All right, Mr. Hills. Just get me to the order, okay?

19 BY MR. HILLS:

20 Q: Mr. Rawcliffe ---

21 A: Time served,

22 Q: You were present when the hearings -- when the Court
23 issued the temporary order?

24 A: I was, sir.

25 Q: And that was by consent of both parties, was it not?

1 A: Yes, sir, it was.

2 MR. HILLS: And, Your Honor, it should be in the file.

3 THE COURT: I'm looking for it.

4 MR. HILLS: I have a copy of it if Your Honor would like
5 to see it.

6 THE COURT: There's been a lot of motion work, Mr. Hills,
7 and just having to -- there's, obviously, no index to this.
8 So, I'm ---

9 MR. HILLS: It was in April, Your Honor, if that helps.

10 THE COURT: Of 2013?

11 MR. HILLS: Yes, Your Honor. It was filed on April the
12 2nd.

13 THE COURT: All right. I've got a Summons for Amended
14 Complaint dated April the 11th. Was it after that, Mr. ---

15 MR. HILLS: It was filed April the 2nd, Your Honor.

16 THE COURT: It's not in order.

17 MR. HILLS: Your Honor, may I approach?

18 THE COURT: Yes, if you have a copy of it.

19 MR. HILLS: I do, Your Honor. I would draw the Court's
20 attention to paragraph four on the second page.

21 THE COURT: Okay. Just let me review the order very
22 quickly. It looks like it was Judge Culbertson's order?

23 All right, sir. Go ahead. Thank you.

24 MR. HILLS: Thank you, Your Honor.

25 BY MR. HILLS:

1 Q: Now, Mr. Rawcliffe, to keep it short, did it come to your
2 attention that somebody might not be in compliance with that
3 order?
4 A: Many times.
5 Q: Okay. And the wristbands, who is your facilities
6 director?
7 A: Mr. David Rivera.
8 Q: And he's seated here in the courtroom?
9 A: He is, sir.
10 Q: And did you give him instructions concerning those?
11 A: Yes, sir, absolutely.
12 Q: Did y'all collect up a bunch of wristbands off people?
13 A: Here's a few.
14 Q: Okay.
15 A: Do you want them?
16 Q: I want them.
17 A: It's not -- okay. I think you're dropping them.
18 Q: This one in the envelope, did it come in the envelope?
19 A: Yes, that's the one that the deposition refers to, I
20 believe.
21 Q: All right.
22 A: I also caught people -- my wife and I were in our
23 restaurant on at least one occasion with Mr. Rivera when we
24 had a nice young lady with three kids that was bragging on how
25 much she liked the resort and what a terrific deal and how

1 they came there for all the amenities. She'd had her kids in
2 our Kids Club ---

3 MR. MULLINS: Objection, Your Honor. This is going well
4 into hearsay. I don't know who this person is, whether
5 they've been ---

6 A: I experienced several of these and then it turned out she
7 was -- she and her children were wearing these counterfeit
8 wristbands and they were customers of the Beckers.

9 MR. MULLINS: Same objection.

10 BY MR. HILLS:

11 Q: Now, these wristbands, have they been in your possession
12 or Mr. Rivera's possession ever since they were taken from the
13 tourists?

14 A: Mr. Rivera took them and they were in a safe in the
15 corporate offices until you asked me to bring them here today
16 and they've been in my briefcase.

17 Q: Okay.

18 THE COURT: This is what I -- were these bracelets
19 removed from people who were -- I'm not interested in where
20 they may've come from but were they your customers, your
21 visitors?

22 A: Customers of Sands Resorts?

23 THE COURT: No. Were they people that were entitled to
24 use the amenities under the contract, the rental agreement
25 they had with your company?

1 A: No, they were not entitled to the use them.
2 THE COURT: That's all I'm asking.
3 A: Absolutely no, no.
4 THE COURT: That's it. You answered my question. That's
5 it. You don't have to expand on it.
6 MR. HILLS: I only have one or two more ---
7 THE COURT: All I want to know is these bracelets were
8 from people who were not your people?
9 A: That is correct.
10 THE COURT: Okay. And they were retrieved after the
11 issuance of the temporary restraining order?
12 A: Yes, sir..
13 THE COURT: Okay. That's all I needed to know. Those
14 two things.
15 BY MR. HILLS:
16 Q: And do you have a coding system at your resort for the
17 people who are your guests at Rawcliffe Resorts for the
18 wristbands?
19 A: We do, Mr. Hills. They have to obtain those from the
20 Amenities Center and they are encoded and that's how we were
21 able to tell.
22 Q: Do any of these wristbands have those codes?
23 A: No, sir.
24 Q: All right. I don't have any further questions.
25 THE COURT: Okay. Now, Mr. Mullins. You may cross on

1 that.

2 MR. MULLINS: May it please the Court? If I may, Your
3 Honor, these have been produced. Can I look at them?

4 THE COURT: Certainly.

5 CROSS EXAMINATION OF LEE RAWCLIFFE BY MR. MULLINS:

6 Q: All right. Mr. Rawcliffe, these look like wristbands
7 issued at various resorts here in Horry County, South
8 Carolina, aren't they?

9 A: Could you -- yeah, please -- we're trying to keep those
10 piles separate.

11 Q: Oh, I'm very sorry, sir.

12 A: That's all right.

13 Q: Because I haven't seen these before today.

14 A: I understand.

15 Q: You didn't give them to your attorney to give them to me,
16 did you?

17 A: No.

18 Q: Okay. So, you've kept them secret till today?

19 A: No, sir. We did -- it wasn't secret.

20 Q: Well, did you make copies of them or say come on down
21 here at look at them, Mr. Mullins?

22 A: No, sir.

23 Q: All right. Well, let me just pick up one here. Can I do
24 that?

25 A: Sure.

- 1 Q: All right. Is there anything on that piece of plastic
2 there that identifies that as Sands Resort?
- 3 A: No, there's not.
- 4 Q: All right. Is there anything on there that identifies it
5 as the Becker's company?
- 6 A: No, there is not.
- 7 Q: All right. Aren't those available just about anywhere
8 here in Horry County?
- 9 A: Apparently, they're available somewhere because they
10 didn't come from us.
- 11 Q: All right.
- 12 A: I don't know.
- 13 Q: And there's -- and there's -- are these labeled as to who
14 you took them off of and when?
- 15 A: I believe they are.
- 16 Q: All right. Well, where -- let me just hand you that
17 yellow one right there on the front. Who did that come from?
- 18 A: Well, that was in the envelope that came from the lady
19 that you have -- Ms. Ball.
- 20 Q: Ms. Ball, okay.
- 21 A: Yes.
- 22 Q: All right. Is there anything to tell me where that
23 envelope come from?
- 24 A: It says where -- no.
- 25 Q: All right. It certainly doesn't say the Beckers or their

1 company, does it?

2 A: Mr. -- Mr. Rivera got that from Mrs. Ball. She gave it
3 to him and said that's where she had received them.

4 Q: Mr. Rawcliffe, let me ---

5 MR. HILLS: Your Honor, my client is confused.

6 MR. MULLINS: Obviously.

7 MR. HILLS: That's not Ms. Ball's. I've got that sitting
8 here.

9 A: Oh, excuse me. Okay.

10 BY MR. MULLINS:

11 Q: On this envelope right here, is there anything on that
12 envelope -- let me get where we can all see it. Is there
13 anything on this envelope that identifies this envelope that's
14 coming from Mr. Becker or Mrs. Becker or their company?

15 A: No, and I wouldn't expect there would be.

16 Q: Okay. All right. How about this one? Is there anything
17 on there to identify it comes from Mr. Becker or Mrs. Becker
18 or their company?

19 A: I believe there's only one and it did not come from them
20 and it went from another gentleman who has since agreed to
21 stop and stopped. The others ---

22 Q: So, of this whole stack you have up here ---

23 A: Uh-huh (affirmative response).

24 Q: Is there anything to identify those as coming from the
25 Defendants?

1 A: I'm sure there's not.

2 Q: Okay. And in fact, you could go down to say, 2001 after
3 a special event and find those laying out back in the trash,
4 couldn't you?

5 A: I don't know. I don't go there, sir.

6 Q: You don't go there? Well, is there any nightclub you do
7 go to?

8 A: No, sir.

9 Q: You don't ---

10 A: I don't drink.

11 Q: Well, you have own; so, you don't have to.

12 A: I don't go in those very often..

13 Q: All right. I remember spending a bunch of money with you
14 last summer, so ----

15 A: And we appreciate that very much.

16 Q: Very good. Now ---

17 A: I don't want anything that happens here to interfere with
18 your continuing to do that.

19 Q: All right. Very good. I appreciate that. Now, you also
20 owns RAM Corporation?

21 A: No, sir.

22 Q: Who owns RAM?

23 A: Mr. Harrison, Mr. Lowman, Mr. Franz Mustard and my
24 children have a small amount of stock in it but I am -- don't
25 any and I'm not active in any way in that company.

1 Q: What does RAM do?

2 A: Ram is actually short for Resort Association Management
3 and they are a property management company in Myrtle Beach.

4 Q: All right. And RAM operates the homeowners services
5 there at Ocean Dunes Sand Dunes, correct?

6 A: Well, RAM is the property management company for the
7 boards at Sand Dunes and many other properties around the
8 beach. But, yes, there they do.

9 Q: And Sand Dunes is one of the things that we're here on
10 today, correct?

11 A: Yes, it is.

12 Q: Okay. All right. Who sits on that board for the HOA?

13 A: For which HOA, sir?

14 Q: The HOA for Sands, who sits on the board?

15 A: There are four HOAs for Sands.

16 Q: Okay. The ones we're talking about today, the building
17 we're talking about today, who sits on that board?

18 A: Let me do the best I can here. The Sand Dunes Oceanfront
19 Towers, would be Tom Rob serves as president; I think Mr. Mike
20 Davis is vice president; Kenneth Metcalfe and Jerry Blunt, I
21 don't know what offices they hold; and there's a Howard
22 Anderson. And we have Sand Dunes North, which is Michael Rink
23 is president.

24 Q: Well, hold up for just a ---

25 A: I'm just trying to answer your question.

1 Q: Of those people you just told me, how many also worked
2 for Rawcliffe in one capacity or another?

3 A: Kenneth Metcalfe, Jerry Blunt and Howard Anderson is also
4 ---

5 Q: And all of them -- the answer would be all of them?

6 A: Oh, absolutely not, no.

7 Q: Okay.

8 All right. Does the HOA board have access to all the
9 units?

10 A: Not the board; the HOA does through their property
11 management company for things like pest control and I think
12 that's probably -- well, an emergency, you know, if there were
13 a water leak or a fire, yes.

14 Q: All right. And RAM works for the board, correct?

15 A: That is correct, yes.

16 Q: All right. And RAM has a key to every unit, correct?

17 A: They're supposed to, yes.

18 Q: Okay. So, anytime, any of the units being managed by the
19 Beckers can also be opened by the HOA, correct?

20 A: Only for the purposes which I stated, sir.

21 Q: Well, is there any sort of a electronic signature where
22 we know when the unit was opened?

23 A: On all of the units that we own and we manage, we have
24 SAFLOK electronic security locks which are used by a card key
25 or an RFID and those do record who has entered on -- in each

1 case. And it maintains those records, I think, for a little
2 over a week.

3 Q: Okay.

4 A: I deal -- the ones that are not in our program, I would
5 not have that probably.

6 Q: Don't they open with the same key?

7 A: No.

8 Q: They do not?

9 A: No.

10 Q: There's not a RFID key to the units managed by the
11 Beckers?

12 A: The units managed by the Beckers, I don't believe would
13 have that type of lock, sir.

14 Q: Okay.

15 A: Because you're -- we're the only ones that can make keys
16 for that type of lock. So, they generally, if they're not on
17 our program, they put a different lock on.

18 Q: All right. Now, does the HOA pay any money to the
19 waterpark?

20 A: No, no, they do not.

21 Q: Is the waterpark totally paying its own bills? Does it
22 receive a subsidy from anyone?

23 A: It receives a huge subsidy from Rawcliffe Resorts, yeah;
24 they pay all the bills.

25 Q: Okay. Now, is it your positions that your owners there

1 in Sands can't do what they're doing behind the Beckers?

2 A: No, sir, I did not say that. We never -- we never said
3 that. What we said is they can't sell or rent our corporate
4 assets and keep the money because that's stealing.

5 Q: Okay. Let me make sure I understand. If I'm an owner
6 there and I come down, do I get to go to the waterpark?

7 A: If you're on our rental program, excuse me -- if you're
8 on our rental program, yes.

9 Q: All right. Can I go down in the restaurant and eat?

10 A: Yes.

11 Q: Can I go swim in the pool?

12 A: Well, you can -- we give our guests half off in the
13 restaurants. If you're not on our rental program you would
14 pay full price.

15 Q: All right. So, an owner then, it's your testimony,
16 really doesn't have the right to use -- if an owner isn't
17 linked to you, correct, they don't have the right to use the
18 front desk, the elevators or any of this other stuff that you
19 just described.

20 A: They don't have any business on the ground floor of the
21 building other than to get to the elevator or staircase.

22 Q: All right. Well, how do they -- do they have a right to
23 use the elevator?

24 A: I believe I just said other than the elevator or
25 staircase.

1 Q: All right.

2 A: And in the event of an emergency, they can get out
3 whatever is quickest and safest way.

4 Q: All right.

5 A: In other words, if there was a fire or something.

6 Q: Now, as to holding my clients in contempt, what you have
7 today is the deposition of Ms. Kim Ball, correct?

8 A: Well, and our own -- our own witnessing what we've seen,
9 yes.

10 Q: All right. Well, let's talk about Ms. Kim Ball for a
11 moment. Okay? Ms. Ball didn't rent through the Beckers, did
12 she?

13 A: I believe she said she did.

14 MR. HILLS: Your Honor, I think the deposition will speak
15 for itself. I was gonna offer into evidence. I'll be glad to
16 go ahead and offer it now so that Court can look at it.

17 MR. MULLINS: No objection.

18 A: I think she said in the deposition she rented it and used
19 her -- if I recall, and I was present at the deposition, was
20 her mother's or mother-in-law's credit card but that she
21 rented it, yes.

22 BY MR. MULLINS:

23 Q: All right. Well, let me ask you a different one, Mr.
24 Rawcliffe.

25 MR. HILLS: We'd offer it into evidence, Your Honor.

1 A: And she stated that she rented there because of all those
2 amenities.

3 Q: That wasn't my question, Mr. Rawcliffe. (To the Court)
4 Move to strike as unresponsive, Judge.

5 THE COURT: Well, you know, we don't have a jury. I can
6 promise you I can filter it.

7 MR. MULLINS: I know, Your Honor.

8 MR. HILLS: I think the technical definition, Your Honor,
9 is pitting witnesses. He's asking Mr. Rawcliffe about
10 somebody else's deposition.

11 MR. MULLINS: He's here to ask this Court to lock the
12 Beckers up, Your Honor. And that's what he's asked for. I
13 think I'm inclined to explore bias and prejudice here.

14 MR. HILLS: He can explore Mr. Rawcliffe's bias and
15 prejudice all he'd like.

16 A: Yeah.

17 THE COURT: Well, it seems, Mr. Mullins -- let's do this,
18 he says that he was there when Ms. Ball testified and we don't
19 have a jury and I'm gonna let you ask him questions about what
20 Ms. Ball said but let's show him the deposition when you do
21 and point to the specific things, if there's something
22 specific that you're speaking of. Okay?

23 MR. MULLINS: I'll cut to the chase.

24 THE COURT: And that -- and I'll let you do that because
25 it may be in the interest of brevity to do that. Okay?

1 All right. Go ahead.

2 BY MR. MULLINS:

3 Q: Isn't it true that Ms. Ball's reservation was in Ms.
4 Hughes' name?

5 A: She stated in her deposition that she made the
6 reservation and used that name because it was on the credit
7 card because she didn't want to use her own. I think she had
8 something else that she had to buy with it or something.

9 Q: Let me ask you ---

10 A: She stated she did all the business with, with Ms. Becker
11 that she was the one that made the reservation and she stated
12 that she went down through VRBO and selected them because they
13 were the only ones that offered all of these amenities without
14 going through us and paying a higher price.

15 Q: Were you also present when Ms. Ball said that they didn't
16 have anything in writing from the Beckers saying that the
17 waterpark was part of the reservation?

18 A: I was.

19 Q: Okay. And were you also present when Ms. Ball stated
20 that after she signed the affidavit for one of your corporate
21 officers that she got free stuff?

22 A: I was there when you insinuated that she got free stuff
23 to sign the affidavit and I was there when she said she knew
24 nothing about this stuff until after the affidavit and that we
25 gave it to her for the benefit of her children whose vacation

- 1 was ruined and to protect the name of our resort, yes.
- 2 Q: Did you or did you not cause to be given to Ms. Ball a
- 3 package worth hundreds of dollars for signing that affidavit?
- 4 A: Hundreds of dollars per person and there were ten people.
- 5 So, you're looking at more like 22 or \$2300, and yes we did
- 6 for the reasons that I said.
- 7 Q: All right. And did you encourage Ms. Ball to go to
- 8 Myrtle Beach Police Department and try to get an arrest
- 9 warrant for the Beckers?
- 10 A: I did not, no.
- 11 Q: All right. Well, did anyone on your behalf do so?
- 12 A: Not that I'm specifically aware of; I can't say that they
- 13 didn't but they were engaged in stealing and I would've been
- 14 fine if they had. I wish they had.
- 15 Q: Okay.
- 16 A: I mean, that's a great deal of money and the many times
- 17 -- I mean, I'm not here for a few thousand dollars, sir.
- 18 There was a huge amount of money that was taken from our
- 19 company by the wrongful use of our assets, trade names and
- 20 other items.
- 21 Q: Thank you. What is the entity that operates the
- 22 waterpark?
- 23 A: It is owned by Rawcliffe Resorts.
- 24 Q: Rawcliffe ---
- 25 A: It is not a part of the Sand Dunes.

1 Q: Isn't it true that you're angry that some of your owners
2 are going to outside rental companies other than renting
3 through Rawcliffe Resorts?

4 A: Mr. Mullins, like any business, we'd prefer you do
5 business with us. My anger is that we've had our assets
6 stolen and been robbed of a great amount of money. That's not
7 fair business. It's stealing. And, yes, I'm very angry, sir.

8 MR. MULLINS: If I may have just a moment, Your Honor.

9 No further questions of Mr. Rawcliffe at this time, Your
10 Honor.

11 THE COURT: Counsel?

12 MR. HILLS: Well, Your Honor, you know me. My natural
13 inclination now is to go over the deposition with him but I'll
14 respect the Court's -- I think you can read it, Your Honor.

15 THE COURT: All right.

16 MR. HILLS: It speaks pretty much for itself. But I have
17 no further questions for Mr. Rawcliffe.

18 Leave those up there.

19 A: All of them?

20 MR. HILLS: All of them. Not all of them were ---

21 A: What about the ---

22 MR. HILLS: The Court Reporter is reminding me we need to
23 make the deposition.

24 THE COURT: Is this the only copy you have?

25 MR. HILLS: We have a lots of copies, Your Honor, if you

1 want more than one.

2 THE COURT: No, I just want this one

3 MR. HILLS: Well, you're welcome to use that one, Judge.

4 THE COURT: Do you have another copy to introduce.

5 MR. HILLS: Yes, sir.

6 PLAINTIFF'S EXHIBIT NUMBER TWO

7 ADMITTED INTO EVIDENCE

8 A: Jim, what about this certified letter?

9 MR. HILLS: We don't need to put that in.

10 A: I can get up now?

11 MR. HILLS: You can step down, please.

12 We'd call David Rivera to the stand.

13 DAVID RIVERA, HAVING BEEN DULY SWORN,

14 TESTIFIES AS FOLLOWS:

15 CLERK: Please state your name and spell your last name
16 for the record.

17 MR. RIVERA: Sure. My name is David Rivera, last name is
18 R-I-V-E-R-A.

19 DIRECT EXAMINATION OF DAVID RIVERA BY MR. HILLS:

20 Q: Mr. Rivera, are you a resident of Horry County?

21 A: Yes, I am.

22 Q: How long have you lived in Horry County?

23 A: Six years -- six and half years.

24 Q: I don't want to go too far but at one time did you work
25 for the U.S. Government?

1 A: No.

2 Q: Okay. Now, what is your current position; where do you
3 work?

4 A: I work right now at Sands Resorts.

5 Q: Okay. How long have you worked there?

6 A: Two years.

7 Q: Now, did you work for Rawcliffe Enterprises or Sands
8 Resort; who do you work for?

9 A: Sands Resorts.

10 Q: Okay. And you see Mr. Rawcliffe on a regular basis?

11 A: Yes, I do.

12 Q: He's the big boss, right?

13 A: Very big.

14 Q: Now, as facilities director, do you supervise security?

15 A: As facilities manager, yes, I do.

16 Q: Okay. Facilities manager. And last summer, were you
17 told to keep an eye on the pool?

18 A: Yes, I was.

19 Q: And the waterpark?

20 A: At the waterpark, yeah, the whole facility.

21 Q: And what were you told to look for?

22 A: The waterpark, I was told to look for people that were
23 coming in with fake wristband and we have to -- the guys in
24 the pool calling us every time someone came in that they
25 thought it was a fake one, they would give me a call.

1 Q: And are you personally familiar with how easy it is to
2 tell a fake wristband from a regular wristband?

3 A: The ones we use ---

4 Q: The ones issued by the Sands?

5 A: The ones issued for the -- yeah, by Sands Resorts were
6 fairly easy to recognize.

7 Q: Did they have a code on them?

8 A: Yes.

9 Q: Okay.

10 And did you have occasion to go down there when Kim Ball
11 was there with her children?

12 A: Yes, I was.

13 Q: All right. And did she have fake wristbands or real
14 wristbands?

15 A: She have fake ones.

16 Q: All right. Now, I'm showing you this envelope. Is this
17 the envelope you gave us with the wristbands in it?

18 A: Yes, it is.

19 Q: Look at them, please, and make sure.

20 A: Yes.

21 Q: Do these envelopes -- do these have any of the codes on
22 them?

23 A: No.

24 Q: These are the ones you got from her that day?

25 A: That day, yes.

1 Q: Kept separate all this time?

2 A: Yes.

3 Q: All right. Did she tell you where she got them?

4 A: Yes, she did.

5 MR. MULLINS: Objection, hearsay.

6 THE COURT: How about that, Mr. Hills?

7 MR. HILLS: The deposition will speak for itself, Your
8 Honor.

9 THE COURT: Okay. Well, let's let it do that.

10 MR. HILLS: All right. Your Honor, we would at this time
11 offer these wristbands into evidence.

12 THE COURT: Okay. Show them to Mr. Mullins and then let
13 Kay mark them.

14 MR. MULLINS: Your Honor, I object. They haven't been
15 previously produced for examination during discovery. Also,
16 these are fungible items. There's no way of telling where
17 they came from, what unit they're attached to and they are in
18 a Sands Resorts envelope not as a Ocean Breeze Rental
19 envelope. They're fungible, Your Honor, I guess is what I'm
20 ---

21 MR. HILLS: It does have her room number 1710 on the
22 envelope, Your Honor.

23 MR. MULLINS: The envelope from Sands resort.

24 THE COURT: He says that he collected them.

25 A: I collected them ---

1 THE COURT: From there and I believe that the deposition
2 says that Ms. Ball was left ten armbands in her room, correct?

3 MR. HILLS: Correct, Your Honor.

4 THE COURT: After conversations with Ms. Becker.

5 BY MR. HILLS:

6 Q: How many are in here?

7 A: Yes. I didn't count them now but ---

8 Q: Just count them and make sure it's ten.

9 A: Yes. There's nine here.

10 Q: There's nine in there?

11 A: There's nine in here.

12 Q: They're all just not there.

13 A: There's nine here. The reason they're in envelope is
14 because after I took them away from them, I put them in an
15 envelope so they don't be loose anywhere and I -- you know,
16 give them -- make sure they didn't get lost.

17 Q: All right. (To the Court) Your Honor, we'd offer them
18 into evidence.

19 THE COURT: All right. I'm gonna admit them over the
20 objection.

21 PLAINTIFF'S EXHIBIT NUMBER THREE

22 ADMITTED INTO EVIDENCE

23 BY MR. HILLS:

24 Q: All right. Now, Mr. Rivera, I don't want you to give me
25 a name but when you asked all these people, all these

1 wristbands you got that summer, did you ask people where they
2 got them?

3 A: Yes, I did.

4 Q: And did -- yes or no, did they give you names?

5 A: Yes.

6 Q: How many names?

7 A: Um ---

8 Q: Don't tell me the name but just tell me how many.

9 A: Two.

10 Q: Okay. Was it anybody other than the Beckers?

11 A: Yes.

12 Q: Okay. And is one of them -- one is the Beckers and one
13 somebody else?

14 A: One is somebody else.

15 Q: Do you remember the percentage of all these things they
16 were or just some for one and some for the other.

17 A: The other person there were very little, not that many.

18 Q: Okay. Nothing further. Would you answer any questions
19 Mr. Mullins might have for you, please.

20 THE COURT: All right, Mr. Mullins.

21 MR. MULLINS: May it please the Court.

22 CROSS EXAMINATION OF DAVID RIVERA BY MR. MULLINS:

23 Q: Mr. Rivera, I can't quite place the accent, sir; where
24 are you from?

25 A: I'm from Puerto Rico.

1 Q: All right. And you've been working for Mr. Rawcliffe
2 about six years?

3 A: Two years.

4 Q: Two years? All right. The waterpark that's giving us
5 all this difficulty, sir, isn't it true that the waterpark
6 didn't have any signs keeping anybody out of it the summer of
7 2012?

8 A: We have somebody at the front gate watching for the
9 wristbands and watching anybody that goes in there.

10 Q: All right. And when you said that summer in response to
11 Mr. Hills' question, which summer is that summer?

12 A: No, you were the one who said that summer. You didn't
13 say specific which summer.

14 Q: All right. Which summer did you collect all these
15 things?

16 A: Last year '13, 2013.

17 Q: Okay. Now, is there any difference between any of these
18 ---

19 A: This ---

20 Q: --- that shows where they come from?

21 A: They all kinds, they all different colors but they do not
22 have the texture that the one we give out have.

23 Q: Okay. And can you tell me where on any of this stuff
24 does it say it came from Defendant Ocean Breeze?

25 A: Repeat the question.

1 Q: Can you tell me on any of this stuff you've testified to,
2 where does it say Ocean Breeze on any of these documents or
3 wristbands?

4 A: It doesn't say it there but the people that I collected
5 were the one who said it.

6 Q: Okay.

7 A: Not Ocean Breeze; Ms. Becker.

8 Q: Okay. And were you present when Ms. Ball signed her
9 affidavit?

10 A: Not when she signed it, no.

11 Q: Okay. All right. Were you present when she got all the
12 free stuff, the thousands-of-dollars package she got for that
13 affidavit?

14 A: She didn't get -- you're twisting it. We were nice, we
15 wanted to be nice to her family because she was crying because
16 she didn't -- her kids didn't have a place to go. So, we were
17 nice and we gave her -- we let her stay in the waterpark so we
18 didn't have to push her out of there.

19 Q: Were you likewise nice to other people that you've got to
20 sign documents?

21 A: The only person who signed a document might've been her
22 and I was not present when she did that. I did that because
23 at the time that I was taking the wristband away from her, I
24 didn't want to get them out of the waterpark because her whole
25 family was there. And I figure I would leave her in there but

1 I will tell her that the wristbands were fake and that she was
2 not supposed to -- was not entitled to go into the waterpark.
3 Q: Mr. Rivera, isn't it true that you can enter any of the
4 units that are in Sands?
5 A: No, sir.
6 Q: All right. Haven't you entered units managed by my
7 clients searching for evidence before?
8 A: No, sir.
9 Q: You deny that you entered Unit 1415 owned by the Currys?
10 A: If they're not in the rental program, we have no way to
11 get in because they got keys. They got their own keys.
12 Q: All right. So, you deny having entered any the units
13 rented by my -- managed by my clients?
14 A: I -- no. I enter in the room where Ms. Kim, Ms. Ball was
15 because I wanted to ask her some questions. They asked me to
16 go upstairs and talk to the -- talk to her mother.
17 Q: All right. But other than Ms. Ball, do you deny that
18 you've entered other units searching for evidence?
19 A: I don't remember.
20 Q: You don't remember?
21 A: No, I don't.
22 Q: So, you may've done it?
23 A: If it's the -- if they in the rental program, I might go
24 in there. If they're not in the rental program, we have no
25 access to get in.

1 Q: Okay. Can't you use the homeowner keys to go in any
2 unit?

3 A: The homeowner -- I don't ask the homeowner; I don't even
4 know half of the homeowners.

5 Q: Thank you. No further questions.

6 MR. HILLS: You can step down.

7 THE COURT: Step down, Mr. Rivera, thank you.

8 A: Okay.

9 MR. HILLS: Your Honor, I also have the affidavit of
10 Stacy Johnson that I would offer.

11 MR. MULLINS: Objection, Your Honor. Ms. Johnson's
12 affidavit, I obviously can't ask it questions, I can't cross
13 examine it. I don't know if she got the same compensation
14 that anybody else got.

15 THE COURT: When were you provided that?

16 MR. MULLINS: Oh, I've gotten it in discovery.

17 THE COURT: Mr. Hills, do you believe that affidavit is
18 appropriate in a rule to show cause?

19 MR. HILLS: Well, I've been told both ways, Your Honor,
20 over the years by various judges that on motions and things
21 like that you can sometimes use affidavits, sometimes you've
22 got to have live testimony..

23 THE COURT: And it's common practice that this is a
24 little more -- we're looking at a contempt hearing here and
25 certainly the necessity of providing due process rises to a

1 very high level considering the relief that you are -- or the
2 sanctions you're asking for. I'm not gonna allow. I'm just
3 not gonna allow an affidavit.

4 MR. HILLS: Certainly, Your Honor. I'd like to use it in
5 -- I'm gonna want to use it in cross examination if she takes
6 the stand, so can we go ahead and mark for identification.

7 THE COURT: Yes, you may.

8 PLAINTIFF'S EXHIBIT NUMBER FOUR

9 MARKED FOR IDENTIFICATION

10 MR. MULLINS: Your Honor, we're moving to dismiss the
11 rule to show cause taking the evidence in the light most
12 favorable to the Plaintiff here, the only thing they've shown
13 is that once again that Ms. Ball, using her mother's name made
14 a reservation. Ms. Ball allegedly made a phone call. The
15 wristbands appeared in her unit. There's no evidence that Ms.
16 Becker in any way handed her those wristbands or furnished
17 them.

18 THE COURT: It says on paragraph seven -- I mean, page
19 seven, that she spoke with Matt Becker and was informed that
20 he would talk to Karen and call me back and she called
21 specifically about the wristbands, didn't get a call back on
22 Saturday -- or that was on Saturday and never got a call back
23 on Sunday. So, she called and left a message that morning and
24 then went down to the beach. When she came back, her condo
25 had been opened and inside was an envelope with ten

1 wristbands. And apparently those are the wristbands that have
2 been marked and introduced. I think there's certainly enough
3 to -- for us to -- or for the Plaintiff to avoid your motion
4 to dismiss.

5 Go ahead, Mr. Mullins.

6 MR. MULLINS: We'd call Matt Becker to the stand.

7 MATT BECKER, HAVING BEEN DULY SWORN,

8 TESTIFIES AS FOLLOWS:

9 CLERK: Please state your name and spell you last name
10 for the record.

11 MR. BECKER: It's Matt Becker, B-E-C-K-E-R.

12 MR. MULLINS: May it please the Court, Your Honor.

13 THE COURT: All right.

14 DIRECT EXAMINATION OF MATT BECKER BY MR. MULLINS:

15 Q: Mr. Becker, are you one of the Defendants in this case?

16 A: Yes, sir.

17 Q: And are you also associated with Matt Becker &
18 Associates, Incorporated?

19 A: Yes.

20 Q: Does your wife have a d/b/a under that name?

21 A: Yes.

22 Q: And what is that?

23 A: Ocean Breeze Beach Vacations.

24 Q: All right. Tell me what your role is at Ocean Breeze
25 Beach Vacations.

1 A: I mostly just do maintenance, so when she needs something
2 fixed.
3 Q: Do you do what your wife tells?
4 A: Yes, ma'am -- Yes, sir.
5 Q: Okay.
6 A: If she's not happy nobody is.
7 Q: All right. And do you handle the day-to-day operations
8 at Ocean Breeze?
9 A: No, sir.
10 Q: What do you do for a living?
11 A: I sell real estate for Better Homes and Garden Elliott
12 Realty.
13 Q: Is that in North Myrtle Beach?
14 A: Yes, sir.
15 Q: All right. Do you handle any of the bookings?
16 A: No, sir.
17 Q: Do you handle the reservations?
18 A: No, sir.
19 Q: All right. Are you familiar with the resort that we're
20 here on today, the Sands?
21 A: Yes, sir. Sand Dunes, yes, sir.
22 Q: All right. How are you familiar with that?
23 A: I've sold a number of units in the building to owners.
24 Q: Now, are you familiar with the units that your wife has
25 under management?

1 A: Yes, sir; a few of them, not all of them, but yes, sir.

2 Q: All right. Tell me, who has access to those units?

3 A: They have a master key that will unlock the unit -- the
4 doors. Originally, the owners were allowed -- were made to
5 put on lock deadbolts, their own deadbolts, and then that all
6 changed to where the onsite office installs keys into the --
7 each individual doorknob. And they turn off the electronic
8 lock that's on the door.

9 Q: All right. Who as access to those units that your wife
10 manages?

11 A: I know Paul Carshan (spelled phonetically) -- I'm not for
12 sure on his last name but he's with the onsite homeowners.
13 And I believe -- I believe we -- there was a security guard
14 that walked into one of our units one time while the cleaning
15 people were there,

16 Q: All right. How do you know who as access?

17 A: I just know of Paul Carshan with the homeowner's services
18 does and, apparently, this security guard that walked in had
19 access because they didn't open the door for him.

20 Q: Tell me, have you ever had to get into a unit when you
21 were onsite without a key?

22 A: Well, we have our keys in locked boxes mounted on the
23 doors. So, I use a code, you know, which is switched every
24 week between cleanings.

25 Q: Have you ever had to ask somebody from the HOA to get

1 access?

2 A: Yes. Our cleaning lady, her son -- the key was dropped
3 -- somehow, her son shoved the key under the door, which put
4 both our keys in the unit. And Paul Carshan met me up there
5 and opened the door for me so I could get that key and put it
6 back in our box.

7 Q: Okay. Now, did you receive this -- you were present for
8 the deposition of Kim Ball?

9 A: Yes.

10 Q: And did you have that conversation with Ms. Ball?

11 A: I mean, if she says she contacted me, I guess I have. I
12 mean, it happens quite often, you know, that people need a
13 different code or need this or need that. And I always tell
14 them, you know, I have no idea; I'd have to talk to my wife.

15 Q: All right. Did you promise Ms. Ball to get her waterpark
16 wristbands?

17 A: No, sir.

18 Q: Would that be something that you would be handling in any
19 event?

20 A: No, sir.

21 MR. MULLINS: One moment, please, Your Honor.

22 BY MR. MULLINS:

23 Q: Please answer any questions of Mr. Hills or the Court has
24 for you.

25 A: Thank you.

1 THE COURT: Mr. Hills?

2 MR. HILLS: Thank you, Your Honor.

3 CROSS EXAMINATION OF MATT BECKER BY MR. HILLS:

4 Q: Mr. Becker, how long have you been a realtor?

5 A: About twenty years.

6 Q: Okay. And how long have you been involved with -- what's
7 the name of your company?

8 A: Well, I have what's called a subchapter S corporation,
9 which is Matt Becker & Associates.

10 Q: Okay.

11 A: And we set that up a number of years ago so I would not
12 have to pay self-employment tax.

13 Q: All right. And when y'all were renting rooms last
14 summer, did you rent them through Matt Becker & Associates?

15 A: No, sir. We do through Ocean Breeze Beach Vacations. I
16 guess it's a subsidiary ---

17 Q: Is that a d/b/a?

18 A: Yes, sir; whatever that is, yes, sir.

19 Q: For Becker ---

20 A: It was set up by an attorney that way; yes, sir.

21 Q: Okay. All right. And you're married to Karen Becker?

22 A: Yes, sir. Twenty-five years now.

23 Q: How long?

24 A: Twenty-five years.

25 Q: Congratulations.

1 A: Thank you, sir.

2 Q: Okay. Now, prior to the temporary hearing, she signed an
3 affidavit, did she not?

4 A: I'm not for sure what she signed, sir.

5 Q: Well, look at this. Look at this one and see if you see
6 her signature on it.

7 A: It appears like it's her signature, yes, sir.

8 Q: All right. Prepared through her attorney, was it not, at
9 that time, Mr. Robert E. Lee?

10 A: Yes, sir. I believe so; yes, sir.

11 Q: All right. Now, I've marked a sentence on page two,
12 paragraph thirteen. Read that sentence for me, please.

13 A: I'm trying without my glasses but -- guest access to
14 waterpark by processing wristbands which are readily available
15 for purchase.

16 Q: All right. Now, did you ever give any wristbands to
17 anybody, any of your guests staying in any of those units at
18 those two places?

19 A: No, sir.

20 Q: You've never been them a wristband?

21 A: No, sir.

22 Q: Has your wife ever provided them with a wristband?

23 A: I'm not aware of what my wife does. Like I said, I'm not
24 with the everyday operation.

25 Q: All right. So, you're saying you don't know if she did

1 or not?

2 A: No, sir.

3 Q: Okay. Then read the next sentence after that one.

4 Remember she swore to this under oath. Read it for me,
5 please, sir.

6 A: I have always provided my guests with wristbands so they
7 could access the waterpark.

8 Q: All right. Do you have any way -- (To the Court) Your
9 Honor, I'd like to make this for identification at this point.

10 MR. MULLINS: No objection.

11 THE COURT: All right.

12 MR. HILLS: We're gonna offer it at some point, do you
13 object or can I just offer it ---

14 MR. MULLINS: I said no objections.

15 MR. HILLS: Then we offer it into evidence, Your Honor.

16 THE COURT: All right.

17 PLAINTIFF'S EXHIBIT NUMBER FIVE

18 ADMITTED INTO EVIDENCE

19 THE COURT: All right. Mr. Hills, the date of that was
20 when?

21 MR. HILLS: It's on the affidavit, Your Honor.

22 THE COURT: March 31, 2013. Wasn't the order after that?

23 MR. HILLS: The order was right after that, Your Honor.

24 THE COURT: All right, sir.

25 MR. HILLS: This is proving that it was common practice.

1 THE COURT: Okay. All right.

2 BY MR. HILLS:

3 Q: You're saying you've never been involved with getting
4 them wristbands?

5 A: No, sir.

6 Q: Are you aware that wristbands were not available to any
7 of your people ever?

8 A: Not that I'm aware of, no, sir. Like I said, I'm not
9 with the everyday operation.

10 Q: All right. So, if somebody got them wristbands, if it
11 wasn't you it had to be her?

12 A: No, sir. I mean, I'm not saying that. I don't know how
13 or where or when; I don't know any of that information sir.

14 Q: All right. And you've never discussed this with her
15 before today?

16 MR. MULLINS: Objection, privilege.

17 MR. HILLS: I'll withdraw it, Your Honor.

18 BY MR. HILLS:

19 Q: All right, sir. Now, you said the security guard went in
20 that unit when you were testifying. Were you there, did you
21 see the security guard go in?

22 A: No, the -- from what I understand, the ---

23 Q: Somebody else told you that?

24 A: The maid, our cleaning lady and her husband.

25 MR. HILLS: Somebody else told -- Your Honor, we move to

1 strike his testimony about somebody else going in the unit --
2 about the security guard going in the unit. He wasn't
3 testifying to personal knowledge. Somebody told him somebody
4 went in.

5 A: No, they ---

6 THE COURT: You did not -- you do not know of your
7 knowledge whether anybody went in or not?

8 A: No, it's my -- the lead, the head maid and her husband
9 were both cleaning the unit at the time and they were both
10 witness to the security guard walking into the unit while they
11 were in it.

12 MR. HILLS: Same objection, Your Honor.

13 A: And the door automatically locks when shut, so he had to
14 have had the key to get in.

15 THE COURT: I understand.

16 MR. MULLINS: Mr. Becker blurted that out, Your Honor.
17 My purpose of calling him was to show that the resort itself
18 has access to the unit. He added that in the answer that
19 time.

20 THE COURT: All right. I'll strike it, that part of it.

21 MR. HILLS: Okay.

22 BY MR. HILLS:

23 Q: Now, you said this security guard named Paul Carshan?

24 A: No, sir, no, he's with the -- he's with the Homeowner's
25 Services there on site.

1 Q: He works for RAM, does he not?

2 A: He might; I'm not for sure. I know he's with an office
3 there on the second floor.

4 Q: He is not an employee of Rawcliffe Resorts, is he?

5 A: I'm not sure. I know he's with the Homeowner's Services.

6 Q: All right. If I understand your testimony, nobody has
7 ever called you -- Ms. Ball never called you -- nobody ever
8 called you and said I need wristbands to be able to use the
9 waterpark?

10 A: No, sir. I never said that. I said, you know, I talked
11 to a number of people and if she said she called me, that's
12 fine, and I told her that I'd have to talk to my wife..

13 Q: Okay. So, do you remember whether or not Ms. Ball called
14 you?

15 A: I -- like I said, I'm not a hundred percent; it's been
16 too long ago. I talked to a number of people. My most of the
17 people I talked to about was their code, they need a different
18 code because their code was put in wrong.

19 Q: You admit last summer, people who were renting from
20 y'all, through y'all for those units in that Sand Dunes and
21 Ocean Dunes were calling y'all asking for wristbands?

22 A: No, sir. I only get calls about the code.

23 Q: About the code, what code; the code for the wristbands?

24 A: No, we have lock boxes on the door and you have to have
25 the code to get in.

1 Q: Oh, to get into the unit?

2 A: Yes, sir. So, when they show up and have the wrong code,
3 then I have to check and see what the new code is for them and
4 make sure they have the right code to get through the lock box
5 to get the key to get in.

6 Q: Did anybody call you on the telephone last summer and
7 tell you they needed wristbands to get into the waterpark?

8 MR. MULLINS: Objection, Your Honor. That's been asked
9 and answered twice now.

10 THE COURT: Well, just answer it one more time.

11 A: No, sir.

12 BY MR. HILLS:

13 Q: All right. Does your wife write smiley faces on stuff a
14 lot?

15 A: Not that I'm aware of, no, sir; that doesn't look like
16 her writing at all to me.

17 Q: That's what I wanted to know. Thank you.

18 A: Uh-huh (affirmative response).

19 Q: I don't have any further questions.

20 MR. MULLINS: Nothing further, Your Honor.

21 THE COURT: All right. You may step down.

22 A: Thank you.

23 THE COURT: Anything further, Mr. Mullins?

24 MR. MULLINS: We'd call the Defendant Karen Becker to the
25 stand.

1 THE COURT: All right. Have her come around.

2 KAREN BECKER, HAVING BEEN DULY SWORN,

3 TESTIFIES AS FOLLOWS:

4 CLERK: Please state your name and spell your last name
5 for the record.

6 MS. BECKER: It's Karen Becker, B-E-C-K-E-R.

7 MR. MULLINS: May it please the Court, Your Honor?

8 THE COURT: Yes.

9 DIRECT EXAMINATION OF KAREN BECKER BY MR. MULLINS:

10 Q: Ms. Becker, you are one of the Defendants in this case?

11 A: Yes.

12 Q: All right.. And Ms. Becker, you are aware of the order,
13 that was issued by consent in this Court that you would not
14 advertise or use the waterpark?

15 A: Yes.

16 Q: All right. And let me ask you, ma'am, how many units do
17 you have down there at -- in that building?

18 A: Currently twelve.

19 Q: Currently twelve, okay. And when you make a reservation
20 for someone, do you send confirmation to them?

21 A: Absolutely.

22 Q: Okay. And did you do the same for Ms. -- in the
23 situation for Ms. Ball, who was deposed last week?

24 A: Yes, we did.

25 Q: Whose name was that reservation actually in?

1 A: It was under -- I -- I can't remember -- it was -- I
2 can't remember the name of it. It wasn't her name.

3 Q: When you entered that order in front of Judge Culbertson,
4 did you continue to advertise the waterpark in any way?

5 A: No.

6 Q: Did you give Ms. Ball or promise her any wristbands?

7 A: No.

8 Q: Did you or anyone on your behalf or on your company's
9 behalf deliver those wristbands to Ms. Ball back in July of
10 last year?

11 A: No, I had never spoken on the phone with Ms. Ball.
12 Everything was done through email and I believe you have the
13 email from her that I had sent her.

14 Q: Okay. Do you recall getting a call from Ms. Ball or
15 anyone on her behalf regarding that matter?

16 A: No, I did not.

17 Q: Let me show you a document that was received during
18 discovery that's been Bates stamped Mullins Law Firm, pages
19 eighteen and nineteen. Do you recognize that document?

20 A: Yes, that's -- that's the reservation, Wanda Hughes, that
21 was ---

22 Q: Okay. All right. And is there anywhere in that
23 reservation where you tell anyone that they can use the
24 waterpark?

25 A: I never ever advertised anywhere that somebody could use

1 the waterpark.

2 MR. HILLS: No objection if he'd like to put it into
3 evidence, Your Honor.

4 MR. MULLINS: We move to admit it, Your Honor, as
5 Defendant's One.

6 THE COURT: Without objection.

7 DEFENDANT'S EXHIBIT NUMBER ONE

8 ADMITTED INTO EVIDENCE

9 BY MR. MULLINS:

10 Q: Prior to this lawsuit, Ms. Becker, you had signed an
11 affidavit regarding the practices of 2012?

12 A: Yes..

13 Q: What happened in 2012 regarding the waterpark? How was
14 that handled?

15 A: If somebody would -- this was prior to knowing that it
16 was exclusive to Rawcliffe only, back in 2012 -- if someone
17 would call and they had young kids and said there's a
18 waterpark out in the front of the resort, can we get
19 wristbands? And we would give them wristbands for their
20 children to get into the waterpark. Once we were told about
21 the lawsuit, everything stopped. I sat down with our previous
22 attorney, went through all of the ads, made sure that
23 everything was as Rawcliffe wanted and that was the end of it.

24 Q: Some of the pictures that were previously used in this
25 matter, where did you get them from?

1 A: MLS.

2 Q: All right. And are there owners on MLS that advertise
3 their units?

4 A: Yes.

5 Q: All right. And do some of those pictures have the
6 waterpark in them?

7 A: Absolutely.

8 Q: Are you taking any further pictures or are using any
9 pictures of this waterpark?

10 A: No. And I was made to take the restaurant off, I was
11 made to take the arcade off, I was made to take anything that
12 he said he had affiliated with -- you know, saying that our
13 people couldn't -- was not allowed to use. I -- there's
14 nothing left on the ads but the condos.

15 Q: All right. Now, you have a specific procedure for
16 checking in your guests?

17 A: They just go straight to the condo. They do not come to
18 my office.

19 Q: And do they have to go through anywhere at the resort?

20 A: No. Not unless, you know, in June, whenever he started
21 charging for parking and making my people go to his front desk
22 to pay for \$20 to park their car and that he would get their
23 information and give them a parking pass after they paid \$20.

24 Q: Okay. Thank you. Answer any questions Mr. Hills has for
25 you.

1 A: All right.

2 THE COURT: Mr. Hills.

3 CROSS EXAMINATION OF KAREN BECKER BY MR. HILLS:

4 Q: Thank you, ma'am. Do y'all still reside at 3538 Golf
5 Avenue, Little River?

6 A: Correct.

7 Q: All right. Were you there last -- how long have you
8 lived there? Let's put it that way?

9 A: About eight years.

10 Q: Can you explain to me, ma'am, when Sands Resorts was
11 trying to send you certified mail last February before all
12 this started why y'all wouldn't accept it?

13 A: I have no idea.

14 Q: Okay.

15 A: My -- I used to work at my home. I no longer work there;
16 I have my own office now.

17 Q: Okay. Where did you -- did you work there last February?

18 A: Last February, no. No, we moved into our office May of
19 2013.

20 Q: Okay. So, in February, you were right there, you were
21 living there so ---

22 A: I've always lived there, yes.

23 Q: --- is that right?

24 A: I've always lived there, yes.

25 Q: Okay. Ms. Ball did reserve -- she and her family were in

1 Room 1710, were they not?

2 A: I don't know. I was under Wanda Hughes.

3 Q: Okay. And prior to time this action was started, prior
4 to the time of the temporary order, you said you always got
5 wristbands for your people?

6 A: Not always. If someone would call and say we have young
7 -- there's a waterpark out front, my kids would like to use
8 the waterpark, can they use the waterpark, then we would give
9 them wristbands.

10 Q: Okay. And where would you get the wristbands?

11 A: You can order them online.

12 Q: Okay. But you're not claiming you got them from
13 Rawcliffe Resorts?

14 A: Oh, no, no, no.

15 Q: Nobody officially affiliated with the waterpark were you
16 getting wristbands for ---

17 A: No.

18 Q: You'd just order them online and give them out to people?

19 A: Right. Just like I -- we have several different resorts
20 that we manage. Every resort, almost every resort we manage
21 has pool bands.

22 Q: Sure.

23 A: Every resort has to have a pool band for their people
24 that we have to hand out.

25 Q: But even in 2012, at Sands Resort, you knew the

1 wristbands that you were giving them to get into the
2 waterpark, they were not entitled to those wristbands?

3 A: No, I didn't. In 2012, we did not know that Rawcliffe
4 was the only own who owned -- it's right there in the parking
5 lot at Sand Dunes Resort. We were not aware of that.

6 Q: Do you remember back in November of 2012 when somebody
7 called you to tell you ---

8 A: No, I do not remember that.

9 Q: --- you can't do this and take the advertising down and
10 stuff?

11 A: I've been told that somebody called me and I do not
12 remember talking to anybody about that.

13 Q: Okay. And you didn't get -- did you ever get any
14 certified mail asking you to do that?

15 A: No.

16 Q: Okay. Well, then I'm really curious, if you knew they
17 needed a wristband, why didn't you just go down the desk and
18 get them from them?

19 A: Why would I not go to the front desk and get them?

20 Q: Why didn't you go to the Sands Dunes desk and ask for
21 them from the people if they're supposed to have them?

22 A: Because their onsite office is like you can't -- they
23 will not do anything if you do not rent through their office.
24 They will not give you parking passes, they will not give you
25 pool bands, they will not do anything for you if you do not

1 rent through their office.

2 Q: So, you knew back in 2012 they would not give you ---

3 A: I knew ---

4 Q: --- wristbands?

5 A: That they would not give me pool bands, yes.

6 Q: Okay. But you were still getting pool bands ---

7 A: Same thing at Caravelle. I work -- I own at Caravelle.

8 I do not get them from the Caravelle Resort; I have to go the

9 HOA to get the wristbands.

10 Q: Okay. But you were getting fake wristbands for your
11 people so they could get in the waterpark and you knew that;
12 is that right?

13 A: No, I knew they were pool bands, yes, for my people to
14 stay at the resort.

15 Q: And you knew -- you knew that the desk would not give you
16 wristbands because your people were not renting through them;
17 is that right?

18 A: No; that's not right.

19 Q: Well, what is it? I want to understand what your
20 testimony is?

21 A: They were pool bands for the resort as is I can bring in
22 every other -- Prince Resort, I can bring in Caravelle Resort,
23 I can bring in the pool bands and show you that we have to
24 give them -- and it's not just one particular pool that they
25 can use or not use.

1 Q: These are the wristbands that Ms. Ball said that she had.

2 A: Okay.

3 MR. MULLINS: Objection, Your Honor.

4 Q: Do they have any kind of a code -- I want you to look at
5 them and tell me if they have any kind of code on them that'll
6 get them through the gate?

7 A: I will look at -- our wristbands in 2012 did not have
8 codes on them, no.

9 Q: How about 2013?

10 A: 2013, we did not give out wristbands.

11 Q: You did not give out wristbands?

12 A: We did not give out wristbands.

13 MR. MULLINS: And, Your Honor, my objection was that that
14 was Mr. Rivera's testimony, not Ms. Ball's. She didn't id
15 those in her deposition.

16 THE COURT: I understand. She said she got some. Mr.
17 Rivera said these are the ones I got -- that's what's actually
18 in the record, right?

19 MR. MULLINS: That's correct, Your Honor.

20 THE COURT: Okay. And Ms. Becker says that at no time in
21 2013 did they give out any pool bands, right?

22 A: Correct.

23 THE COURT: Before or after April of 2013?

24 A: The waterpark is only open from the end of May till
25 September. So, prior to the lawsuit came about, what in

1 January of February, after that when we changed our ads, we
2 could no longer use the word Sands Resort anymore. He made us
3 stop using that. We had to stop using advertising the
4 restaurant that he says nobody can enter into. The arcade,
5 the gift shop.

6 THE COURT: All right. Go ahead, Mr. Hills.

7 MR. HILLS: Just about done, Your Honor. Give me one
8 minute.

9 BY MR. HILLS:

10 Q: After the temporary order, that as in April, you already
11 had paid reservations for the summer; is that right?

12 A: That's correct.

13 Q: Okay. And you could not advertise anymore about having
14 access to -- implied access to the waterpark or anything like
15 that; is that right?

16 A: Well, there was never anything mentioned in any of my ads
17 ever about the waterpark, there was just photos of the front
18 of the resort that showed the waterpark, yes.

19 Q: I understand. And Ms. Ball and her momma didn't ask you
20 if there would be access the waterpark; that's your testimony,
21 right?

22 A: Right.

23 Q: Okay. But in April, when you knew you couldn't do it
24 anymore ---

25 A: Right.

1 Q: --- did you call any of those people that had
2 reservations and say, we may have a little problem this
3 summer.

4 A: No.

5 Q: Okay.

6 A: A lot of them, before they arrived -- we lost a lot of
7 reservations because of that because whenever they would call
8 to verify that they were gonna be able to use the -- all the
9 amenities there, we would have to say no and we did lose a lot
10 of reservations. And I can prove all of the cancellations.

11 Q: What about all the other people that didn't call the ---

12 A: Well, not everybody got -- like I said, not everybody was
13 promised wristbands. If they have small children -- that
14 waterpark is only for toddlers. If they had small children,
15 yes, but if you have teenagers, there's no use to even mention
16 the waterpark.

17 Q: So, if they had small children, they usually knew they
18 were gonna have wristbands to get in the waterpark; is that
19 what you're telling?

20 A: I -- if they called and said, Can my children get in the
21 waterpark?

22 Q: Okay. I'm gonna ask you some of the same ones that I
23 asked your husband. Paul Carshan, he works for RAM, is that
24 right?

25 A: Yes, I believe so.

1 Q: He does not work for Rawcliffe Resorts?

2 A: I do not know that.

3 Q: Okay. You don't know whether he does or doesn't?

4 A: I do not, no. I do not. I know he has keys to get into
5 all the condos and I know he's over maintenance there; that's
6 all I know.

7 Q: And just to verify what your husband told us, that's your
8 affidavit that you signed in this case back in -- whatever the
9 date is.

10 A: Yes, this is with Robert, yes, Mr. Lee.

11 Q: That's a true copy of your affidavit; is that right?

12 A: Uh-huh (affirmative response).

13 Q: Okay. You signed it?

14 A: Yes, I did.

15 Q: Sure. And if you'd read the sentence that's underlined
16 and the one right after it, please, ma'am.

17 A: Read them out loud?

18 Q: Please.

19 A: Underlined. Okay. Mr. Bradley Bennett, is that the one
20 you want me to read?

21 Q: Right down here.

22 A: Okay. Guest access the waterpark by possessing
23 wristbands which are readily available for purchase.

24 Q: Now, the sentence after that.

25 A: Oh. I have always provided my guests with wristbands so

1 they could access the waterpark.

2 Q: While we're at it, read the sentence right after that.

3 A: Therefore, the inclusion of the picture in my
4 advertisements has never created a misimpression with regard
5 to access of the waterpark.

6 Q: That last sentence, that means there could be
7 misimpression because you told them they could get in and you
8 could get them in; is that right?

9 A: That was ---

10 MR. MULLINS: Objection, argumentative.

11 A: --- 2012.

12 MR. HILLS: I'm on cross examination.

13 A: That was before all of this came about.

14 Q: All right. We've been at this a little while. This case
15 has been going on a little while ---

16 A: Too long.

17 Q: Did you ever rent from Stacy Johnson -- to Stacy Johnson.

18 A: I do not know who Stacy Johnson is but I rent to a lot of
19 people, so ---

20 Q: Do you have a list of the people? Have you ever put
21 together a list of the people you rented to last summer at the
22 Sand Dunes?

23 A: I have, yeah, I have a list, yes.

24 Q: Have you provided it to your attorney?

25 A: No, I have not.

1 Q: Okay. So, she -- if she arrives on July 20th, 2013,
2 it'll be on your list?

3 A: Yes.

4 Q: Okay.

5 A: As long as she's booked under her name and not somebody
6 else's.

7 Q: Well, you tell me, is this a reservation confirmation
8 from y'all?

9 A: Yes, it is.

10 Q: That would be a reservation for her?

11 A: That is. That is a reservation for Stacy Johnson.

12 Q: Okay. And it looks like y'all would have done this ---

13 A: Pardon?

14 Q: It looks like y'all would have done this; it would be a
15 document created ---

16 A: Yes.

17 Q: Okay. So, you may have rented to Stacy Johnson; is that
18 right?

19 A: Right.

20 Q: All right.

21 A: I do not know all of my renters names, no.

22 Q: Okay. (To the Court) If the Court will indulge me one
23 moment, Your Honor.

24 So, if I understand your testimony, when we called --
25 when you give us all those names from last summer and we call

1 those people, not one of them is gonna tell us that you gave
2 them wristbands; is that right?

3 A: No, that's correct.

4 Q: Okay. I don't have any further questions.

5 A: Okay.

6 MR. MULLINS: Briefly, Your Honor.

7 REDIRECT EXAMINATION OF KAREN BECKER BY MR. MULLINS:

8 Q: Ms. Becker, how many units did you actually have in the
9 summer of 2012?

10 A: Three.

11 Q: Three?

12 A: Yes.

13 Q: When did you get all the rest of these units?

14 A: In the fall and most of them were in the spring of 2013.

15 Q: Right about the time you were being sued?

16 A: Yes.

17 MR. MULLINS: No further questions, Your Honor.

18 THE COURT: Wait a minute now. The spring of 2002?

19 MR. MULLINS: That's correct.

20 THE COURT: All right. Okay.

21 A: Usually around February. I got a lot of them in January
22 and February of 2013.

23 MR. MULLINS: No further questions.

24 THE COURT: You may step down.

25 MR. HILLS: Recall Lee Rawcliffe. I'm sorry, has he

1 rested?

2 MR. MULLINS: The Defendant rests.

3 THE COURT: All right.

4 MR. HILLS: Recall Lee Rawcliffe.

5 THE COURT: He's still under oath.

6 REPLY DIRECT EXAMINATION OF LEE RAWCLIFFE BY MR. HILLS:

7 Q: Mr. Rawcliffe, just quickly, this Paul Carshan, did he
8 work for Rawcliffe Resorts?

9 A: No, sir.

10 Q: No further questions. Thank you.

11 A: May I step down?

12 REPLY CROSS EXAMINATION OF LEE RAWCLIFFE BY MR. MULLINS:

13 Q: I've got just a little follow-up for that, Mr. Rawcliffe,
14 if you don't mind, just a moment. All right?

15 Now, let me make sure I understand this. Rawcliffe owns
16 all the commercial area there at the resort, correct?

17 A: That is correct.

18 Q: And the management office for the HOA, is that part of
19 the commercial area?

20 A: No.

21 Q: It is not? Where is that at?

22 A: To my knowledge, they don't have an office there, sir. I
23 don't know what they were referring to.

24 Q: Okay. But RAM, who your children own an interest in is
25 the management company for the HOA, correct?

1 A: They are.

2 Q: And some of the officers that are on that HOA board are
3 Rawcliffe employees.

4 A: They are.

5 MR. MULLINS: No further questions, Your Honor.

6 REPLY REDIRECT EXAMINATION OF LEE RAWCLIFFE BY MR. HILLS:

7 Q: Just so the Court understands the implication, in your
8 Master Deed, does it say that if you buy a unit there and you
9 want to rent a unit, you have to go through your company?

10 A: It says we have the absolute exclusive right to all
11 commercial activity on the property.

12 Q: Okay. Thank you.

13 A: You're welcome.

14 MR. MULLINS: If I may follow-up on that, Judge.

15 REPLY RECROSS OF LEE RAWCLIFFE BY MR. MULLINS:

16 Q: Now, are you basing this one -- and I've got a two pieces
17 of paper from Mr. Hills, let me show him a copy ---

18 MR. HILLS: Put it into evidence, Your Honor. We don't
19 have any objection.

20 MR. MULLINS: Okay.

21 BY MR. MULLINS:

22 Q: Is this the portion ---

23 THE COURT: All right. Do you want to put it in?

24 Q: Is this the portion of a master deed that you're
25 referring to, Mr. Rawcliffe?

1 A: That is a portion of it. Rawcliffe Resorts is the C1
2 owner, C standing for commercial. This talks about
3 residential use restrictions applicable to units. It says
4 except for the commercial units and the limited common
5 elements which are for the exclusive use and benefit from any
6 penthouse or commercial units. And we are also the grantors,
7 so where you see we have all the grantor rights. So, when you
8 see grantor in there, that refers again to our company. I'm
9 not sure what you're asking at this point.

10 Q: Well, I'm asking -- I received those two pages from your
11 attorney in discovery.

12 A: Yes, well, they do appear to be correct excerpt from the
13 master deed.

14 Q: Okay. And is that the authority which you just based the
15 position you testified on?

16 A: In part, it goes on throughout the master deed, there are
17 a number of locations in which, in which that's set forth and
18 there are some references to it here but there throughout the
19 master deed.

20 MR. MULLINS: If I could mark that please as Defendant's
21 Two.

22 DEFENDANT'S EXHIBIT NUMBER TWO

23 ADMITTED INTO EVIDENCE

24 MR. MULLINS: And for the record, Your Honor, those are
25 Bates stamped docs from discovery, MLF 15 and 16 as we

1 received those from Mr. Hills.

2 BY MR. MULLINS:

3 Q: All right. Now, isn't it true, Mr. Rawcliffe, that this
4 only forbades a unit owner from engaging in commercial
5 activity inside the unit?

6 THE COURT: You know, what does this have to do with Mr.
7 Mullins' clients in any form or fashion?

8 MR. MULLINS: I'll withdraw the question.

9 THE COURT: I mean, does it really affect your clients at
10 all?

11 MR. MULLINS: It does to this extent, Judge, and that is
12 -- and we haven't completed discovery on this matter but it
13 seems like the unit owners are being told, you will rent from
14 us.

15 THE COURT: Well, I understand and that may be the case,
16 but, you know, that may be a matter for trial but we're here
17 solely on the contempt issue.

18 MR. MULLINS: Right.

19 THE COURT: And that -- I don't think ---

20 MR. MULLINS: And I may've -- they brought it up, Judge,
21 I was just trying to clear it up.

22 A: If I may, we have never to this date, whether we have the
23 right or not, stopped an owner from using a different rental
24 agent. We're here because we -- the reason I asked that the
25 company bring the action was because of the theft of our

1 assets ---

2 THE COURT: Okay.

3 A: --- not because of the rental.

4 THE COURT: Thank you very much. Anything further, Mr.
5 Hills?

6 MR. HILLS: Nothing, Your Honor.

7 THE COURT: All right.

8 A: May I ---

9 THE COURT: You may step down.

10 A: Thank you.

11 THE COURT: All right. Anything further?

12 MR. HILLS: Nothing ---.

13 THE COURT: All right, very well. I'll ask you to both
14 submit proposed orders again discussing the -- not only the
15 burden of proof in this matter but also the actions and
16 evidence indicating actions by the Defendants, and that's all
17 I want to address. I want to address the issue of contempt;
18 that's all we're here for. Okay? The other issues are
19 reserved for trial.

20 Now, we have a motion to compel that is 11/14 -- filed
21 11/14/2013. It looks like it was filed by the Defendants.
22 What is that, Mr. Mullins?

23 MR. MULLINS: Your Honor, and I had previously handed up
24 some documents on that matter. I'd ask several questions of
25 the Plaintiff that are similar to some of the questions they'd

1 (On the record—11:15 a.m.)

2 BY RANDALL MULLINS: Ma'am? This is

3 Randy Mullins, the attorney for the Defendant. The notice

4 didn't have your name in it. Could I get your name and

5 contact information, please?

6 BY KIM BALL: Uh-huh. It's Kim

7 Ball. P.O. Box—

8 BY RANDALL MULLINS: No, the court

9 reporter's name and contact info.

10 BY KIM BALL: Oh.

11 BY RANDALL MULLINS: We'll get to you in

12 just a minute.

13 BY KIM BALL: Okay. I thought he

14 said Kim.

15 BY COURT REPORTER: That's okay. Sorry

16 about that. My name is Beth Collins, and I am with Q&A

17 Court Reporting. What information do you need—phone

18 number, address, or—

19 BY RANDALL MULLINS: Yes, ma'am.

20 BY COURT REPORTER: Okay. The phone

21 number is (276) 328-3700.

22 BY RANDALL MULLINS: And, it's Beth?

23 BY COURT REPORTER: Yes, sir.

24 BY RANDALL MULLINS: Last name, ma'am?

25 BY COURT REPORTER: Collins. C-o-l-l-i-n-

1 s.

2 BY RANDALL MULLINS: Where—I noticed
3 that's a 276 number. Where are you at—your physical
4 location, what town?

5 BY COURT REPORTER: It is in Wise,
6 Virginia.

7 BY RANDALL MULLINS: Do you know a court
8 reporter over there by the name of Phyllis Mullins?

9 BY COURT REPORTER: No. Not personally.

10 BY RANDALL MULLINS: All right.

11 BY COURT REPORTER: Okay. Is that all
12 you need from me?

13 BY RANDALL MULLINS: For now.

14 BY COURT REPORTER: Okay. Would you
15 like me to swear the witness in and we can get started
16 from there?

17 BY RANDALL MULLINS: What—are we
18 putting stipulations on the record, or objections?

19 BY JENNIFER HILLS: Yes, sir.

20 BY RANDALL MULLINS: Reserving all
21 objections as to for—as to privilege form of question?

22 BY JAMES L. HILLS: Reserving all
23 objections.

24 BY RANDALL MULLINS: All right. Let me
25 get something straight between the two of you right now.

1 This is not a tag team match, pick one.

2 BY JENNIFER HILLS: Yes. We'll be
3 reserving—

4 BY RANDALL MULLINS: All right. Defendant
5 objects to this deposition going forward pursuant to Rule
6 30(b)(7), and that there's no stipulation to the deposition
7 in the court order. Counsel, proceed; I'm ready.

8 BY JENNIFER HILLS: Okay. Thank you.
9 Ms. Ball, are you there?

10 BY KIM BALL: Yes, ma'am.

11 BY JENNIFER HILLS: All right. My name
12 is Jennifer Hills, as I've told you. Present here with me is
13 Mr. Mullins, counsel for the Defendant. Also present with
14 him is Karen and Matt Becker. Also present with me is
15 James L. Hills, another attorney in my firm, the senior
16 partner. And, Lee Rawcliffe. The purpose of this
17 deposition is to preserve your testimony for future uses
18 and possible court appearances, those sorts of things, and
19 to discover evidence. I'd like to ask you to please answer
20 all questions aloud. I know that there's a court reporter
21 there with you; she can't transcribe head nodding, those
22 sorts of things, and we can't see them. So, if we ask you
23 a question, please answer it aloud with a yes or no. If you
24 don't hear something, please ask me to repeat it. If you
25 answer, I'm going to assume that you heard and



Court Reporting
(276) 328-3700

1 understood the question. If you don't understand the
2 question, please don't hesitate to tell me that, and ask me
3 to repeat it or phrase it a different way. All make sense?

4 BY KIM BALL: Uh-huh. Yes,
5 ma'am.

6 BY JENNIFER HILLS: Okay.

7 DIRECT EXAMINATION

8 BY JENNIFER HILLS:

9 Q. Please state your name for the record.

10 A. Kim Ball.

11 Q. Okay. And, your address?

12 A. P.O. Box 1461, Lebanon, Virginia, 24266.

13 Q. And, what's your occupation?

14 A. I am a manager of a small business.

15 Q. Okay. And, what business is that?

16 A. We own a tanning salon—my parents own it, I
17 manage it. And we have a cash advance and a
18 consignment store.

19 Q. Okay. Thank you. Okay. Can you tell me about
20 coming to Myrtle Beach last summer?

21 A. Yes. I reserved a room through Karen and Matt
22 Becker through Ocean Breezes Vacations for July 20th
23 through the 27th last summer. When I reserved the room—
24 I had found it on a website on the internet, and there were
25 other rooms at that resort that said that there was no

1 water park included, so I was—specifically asked Ms.
2 Becker if we could use the water park, because I have two
3 small children. And, she assured me that I could, that we
4 would all receive a wristband, but we had to wear it—keep
5 up with them for the entire week, and said if we lost one,
6 we couldn't go back.

7 Q. Okay. Can I stop you for a second?

8 A. Uh-huh.

9 Q. I'm looking at the receipt from you booking your
10 room that was attached to your affidavit—

11 A. Uh-huh.

12 Q. It says the room is reserved under Wanda
13 Hughes. Can you tell me who that is?

14 A. That is my mother. And the reason we reserved
15 it under her name is she paid the deposit, so we used her
16 card—her credit card.

17 Q. I got you. Okay. Okay. Can you tell me what
18 happened when you got to Myrtle Beach?

19 A. When I got to the room, I—there was no water
20 bands—bands for the water park, so I called and spoke to
21 Matt Becker that time and he said he would talk to Karen
22 and call me back. That was on—

23 Q. Okay.

24 A. —that was on Saturday. And then, on—I never
25 got a call back, so on Sunday, I called and left a message

1 that morning, and we went on down to the beach. And
2 when we came back on Sunday, inside our condo was an
3 envelope with 10 wrist bands.

4 Q. Okay. Can I back you up a tiny bit? When you
5 first got to Myrtle Beach, how did you check in to your
6 room?

7 A. We received a—it was a—like a key code like
8 number you punched in and I just had to go straight in and
9 punch in—it was ready for me.

10 Q. Okay. So, you didn't have a key?

11 A. No.

12 Q. Okay. And, can you confirm the dates you were
13 here for me again?

14 A. July 20th through July 27th, 2013.

15 Q. Okay. And, did you stay the whole time?

16 A. Yes, ma'am.

17 Q. Okay. So, I'm sorry, I cut you off—when you got
18 to your room, you had an envelope with the wrist bands in
19 it?

20 A. Yes.

21 Q. What happened after that?

22 A. Okay. We put the wrist bands on, went to the
23 water park, and they were looking for dates on the wrist
24 band, and there was no date, so they wouldn't let us in.
25 They called the head of security—I can't remember the

1 gentleman's name—and, he came down and talked to us
2 and told us that they were not legitimate wrist bands, but
3 the Sands gave us wristbands and everything for our stay
4 because of our trouble.

5 Q. Now, when you say water park, do you mean the
6 ocean front pool in front of the hotel, or something else?

7 A. No. It's the one behind the motel that has the—
8 like, the little water slides and lazy river and everything
9 there.

10 Q. Yes, ma'am. Okay. So, you said you spoke to
11 head of security. Did you speak to anybody else about
12 this?

13 A. Yes. Mr. Hills, I think he was the vice president
14 there, something—

15 Q. Uh-huh.

16 A. Yes.

17 Q. Okay. And, you said they then gave you wrist
18 bands and you got to go to the water park?

19 BY RANDALL MULLINS: Objection, leading.

20 BY JENNIFER HILLS:

21 A. Right. Yes—

22 Q. I apologize.

23 A. Yes, they—I received wrist bands from—from the
24 Sands to go to the water park.

25 Q. Okay. Did you go to the water park?

1 A. Yes, we did.

2 Q. Okay. Did you contact Karen and Matt Becker
3 again?

4 A. No. After we received the water park bands,
5 I've never spoke to them since.

6 Q. Okay. Had you been to Myrtle Beach before?

7 A. Yes.

8 Q. Where'd you stay?

9 A. I've stayed at the Dunes Village, I've stayed at
10 Lands End, I've stayed at the old Lands End they tore
11 down, I think. I've stayed at Holiday Sands, I've stayed—
12 different places.

13 Q. How often do you come to Myrtle Beach?

14 A. Almost every year.

15 Q. And, how do you decide where to stay?

16 A. Based on price and, you know, sleeping
17 arrangements and things like that.

18 Q. Okay. Thank you. Hold on one second.

19 A. Okay.

20 Q. Ms. Ball, I believe that's all I have for right now.
21 I'm going to turn you over to Mr. Mullins to ask you some
22 questions, okay?

23 A. Okay.

24 Q. Thank you.

25 A. Thank you.

CROSS EXAMINATION

BY RANDALL MULLINS:

Q. Good morning, Ms. Ball. I'm counsel for the Defendant. I need to ask you some personal questions, please. First of all, what is your actual street address?

A. For my home?

Q. Yes, ma'am.

A. 448 River Mountain Road, Lebanon, Virginia, 24266.

Q. Okay. And, ma'am, I don't mean to embarrass you here, but I ask this question to everybody at depositions. Have you ever been convicted of a crime, the penalty for which could carry more than one year in jail?

A. No.

Q. Okay. If I look you up on the website there in Virginia, am I going to find anything on you criminal-wise?

A. Yeah. I have—I've had an interference of personal property rights when I was real young, and then I had a curse and abuse when I was younger.

Q. I'm sorry—what was the second one, ma'am?

A. Curse and abuse.

Q. Curse and abuse?

A. Uh-huh.

Q. All right. What court was that entered in?

A. One was in Washington County, Virginia; one

1 was in Russell County, Virginia.

2 Q. I'm sorry—could you give me that second county
3 again, please?

4 A. Russell—R-u-s-s-e-l-l, County, Virginia.

5 Q. All right. And what year was the Washington
6 County one?

7 A. Oh lord, I don't even remember.

8 Q. Okay.

9 A. I'm 42—I was in my late, like, maybe 19, 20—
10 somewhere in there at that time.

11 Q. All right. And the Washington County one—when
12 was that?

13 A. That was the Washington County one. The other
14 one was in like, the late nineties, the Russell County one.

15 Q. Okay. And, because you have a prior
16 conviction, what I'd like to get from you is your place of
17 birth.

18 A. Okay. It's Lebanon, Virginia.

19 Q. Okay. And, your date of birth?

20 A. 6-15-1971.

21 Q. Okay. And, I'm going to ask for your social, but
22 I'm going to ask the court reporter to only transcribe the
23 last four digits of it, so it's not public record.

24 BY COURT REPORTER: Yes, sir.

25 BY RANDALL MULLINS:

- 1 Q. What's your social security number?
- 2 A. XXX-XX-1504.
- 3 Q. Okay. Are you married, ma'am?
- 4 A. Yes.
- 5 Q. To whom?
- 6 A. Timothy Ball.
- 7 Q. Now, no question, ma'am that the registration
8 for this stay wasn't in your name, correct?
- 9 A. Correct. It's in my mother's.
- 10 Q. And, I'm looking at that registration. Did you
11 review any of that prior to your testimony here today?
- 12 A. The registration? Yeah, I've—I have a copy of it
13 here, yes.
- 14 Q. All right. Can you tell me on there where it says
15 anything about use of a water park?
- 16 A. No, it doesn't say that. It was just told to me.
- 17 Q. Now, you said you visited Myr—our lovely beach
18 last summer. Have you been back since?
- 19 A. No, I haven't been back. I won't be back until
20 this summer.
- 21 Q. Okay. Have you had any discussions with the
22 Plaintiff or Plaintiff's attorneys regarding where you're
23 staying this summer?
- 24 A. No, not where I'm staying this summer, no.
- 25 Q. Okay. All right. Well, let's talk about your

1 affidavit you signed. Do you recall making an affidavit in
2 this matter?

3 A. Yes.

4 Q. Do you have a copy of that in front of you?

5 A. Yes.

6 Q. Okay. It looks like to me that was dated the
7 22nd day of July, 2013. Do you recall that day?

8 A. Yes.

9 Q. All right. Well, where were you when you signed
10 that affidavit?

11 A. In my condo.

12 Q. Okay. How did you get the affidavit in this
13 case? Did you type it up yourself, or did someone deliver
14 it to you?

15 A. It was delivered to me—I—

16 Q. By whom?

17 A. I don't remember who brought it. I'm thinking
18 the security manager and maybe Mr. Hills came up, and
19 there was someone else there—a notary public or
20 something.

21 Q. All right. It was signed in the presence of a
22 Rachel—I can't tell the middle initials—Waldo. Do you
23 recall her being present?

24 A. Yes. There was a lady there that was a notary
25 public, yes.

1 Q. All right. And Mr. Hills being the lawyer, do you
2 recall what he looked like?

3 A. Tall, brown headed, seemed like. Brown hair.

4 Q. Okay. Young fellow?

5 A. Yeah. Younger. Not real young, but yeah,
6 younger. Not an older man.

7 Q. All right. Do you recall anybody else being
8 there?

9 A. Yeah, the security officer. He was sort of short
10 and maybe salt and pepper hair—I—that's—he was older
11 than Mr. Hills.

12 Q. All right. Were the passes you got
13 complimentary to you for the week?

14 A. Which passes? The ones from the resort?

15 Q. Yes, ma'am.

16 A. Yes. They gave them to me and told me that it
17 wasn't my fault that, you know, I—that's, you know, I'd
18 came with the impression I got to use the water park, so
19 they didn't want to ruin my vacation.

20 Q. Okay. All right. So, you didn't have to pay
21 anything for those?

22 A. No.

23 Q. When did you get those from the wa—from the
24 resort? What day?

25 A. I got—let's see, we got there on Saturday, they

1 brought the other ones on Sunday—it was Monday, I think.

2 Q. All right. Was that the same day you signed the
3 affidavit?

4 A. I think so.

5 Q. Did you get anything else from the resort other
6 than the water passes?

7 A. Yeah. They gave me some tickets to the
8 Pavilion in North Myrtle Beach, and to the Wild Water and
9 Wheels, and there was a boat ride, seems like, or
10 something—some—a few other things, yes.

11 Q. Sounds like a lot of fun; did you have a good
12 time?

13 A. I had a good time, yes.

14 Q. Okay. Any idea what all of that would have cost
15 you if you'd have had to go out and buy it?

16 A. I'm sure quite a bit. I'm not—I can't tell you
17 exact, but yeah, I'm sure quite a bit.

18 Q. Okay. Now, in looking at the calendar for 2013,
19 it looks like to me that that was on a Saturday that you
20 signed this. Do you recall that being the same day?

21 A. No, I didn't sign it on a Saturday. It was the
22 22nd. I came in on Saturday, which was the 20th, so that
23 would have been a Monday.

24 Q. Okay. So, you're—your testimony under oath is
25 that you actually signed this on a Monday of the week of

1 your stay?

2 A. Yeah. I'm pretty sure it was Monday. Yeah.

3 Q. Okay. All right. I'm just trying to get the
4 timeframe down in my mind, okay?

5 A. Uh-huh.

6 Q. All right. All right now, have you ever
7 personally met with either Matt or Karen Becker?

8 A. No.

9 Q. Okay. When you say that the wrist bands were
10 in your hotel room in an envelope, did you see who left
11 them?

12 A. No.

13 Q. Was there anything on the envelope that
14 identified where it came from?

15 A. No. It was just a white envelope.

16 Q. All right. Were you aware that security at the
17 resort has access to all the rooms?

18 A. No.

19 Q. Okay. Did security ever access the room at the
20 resort that you were in while you weren't there?

21 A. No.

22 Q. Did housekeeping?

23 A. No, we didn't have housekeeping.

24 Q. Okay. You didn't have housekeeping?

25 A. No.

1 Q. Okay. All right. Since you signed this affidavit,
2 have you ever communicated with either Mr. Rawcliffe or
3 any of his staff regarding this litigation?

4 A. I've spoke to Ms. Hills, that's it.

5 Q. All right. And, when did you talk to her?

6 A. I've talked to her this morning. I talked to her
7 before when we tried to set this up, earlier back in last
8 year—the end of last year.

9 Q. Okay. And, I apologize, there's been a change
10 of attorneys, and that was one of those things beyond
11 anybody's control.

12 A. Right.

13 Q. All right. When she talked to you, did she tell
14 you what to say?

15 A. No.

16 Q. All right. Can you give me a ballpark of all that
17 stuff that you got after you signed that affidavit, about
18 what that would be worth?

19 A. Let's see, maybe about 350, \$400, I'm not sure.

20 Q. Now, I'm from your area of the country, we call
21 that a pretty penny. Would you agree with that
22 assessment?

23 A. Yes.

24 Q. Okay. All right. Since you've signed this
25 affidavit, have you had any further discussions with Mr.

1 Rawcliffe or any of his staff there at the resort about
2 returning back for a visit?

3 A. No. No.

4 Q. Okay. All right. Did any other member of your
5 family deal with the reservation other than you?

6 A. No, just me. And, I done all of the talking and
7 like I said, the only reason my mother's name was on it is
8 because we used her credit card to reserve it to start with.

9 Q. All right. Did you have a credit card to reserve
10 it?

11 A. Yeah. I had one, but we were using cash and
12 not actually—it's a debit card—it was like a checking
13 account card, so I didn't really want to use my credit card,
14 because I was having—I was having tax money coming in,
15 that's how I pay for my vacations.

16 Q. Okay. Did either—either Mr. Rawcliffe or his
17 lawyers ask you to go to the police department to fill out a
18 complaint?

19 A. No.

20 Q. Did you go to the police department to fill out a
21 complaint?

22 A. No.

23 Q. Do you know if anyone else did?

24 A. Not to my knowledge, no. No one with me went.

25 Q. Okay. If I could have a short recess, ma'am, to

1 confer with my client, we may be done, okay.

2 A. Okay.

3 Q. All right. Let's be at recess for just a second,
4 please.

5 (Off the record, 11:33—11:35 a.m.)

6 BY RANDALL MULLINS: All right. Back on
7 the record. Ms. Ball, are you ready to proceed?

8 BY KIM BALL: Yes.

9 BY RANDALL MULLINS:

10 Q. All right. Have you discussed this case while
11 you've been off the record, ma'am?

12 A. No.

13 Q. Okay. Do you know a Stacy Johnson?

14 A. No, sir. Not—

15 Q. You've never met her?

16 A. No.

17 Q. Was she traveling with your party for this
18 particular booking?

19 A. No.

20 Q. All right. Who else was in your party, ma'am, if
21 you recall?

22 A. My husband—you need their names?

23 Q. Yes, ma'am. If you'd tell me their names.

24 A. Okay. My husband, Timothy Ball. My two
25 children, Madison and Ethan Ball. My parents, Larry and

1 Wanda Hughes. My brother, Scott Hughes. His fiancé,
2 Jessica Phipps, and her two sons, Hunter and Dakota
3 Phipps.

4 Q. Okay. Was there anybody else that looked at
5 any of the online information prior to booking this unit
6 other than you that was in your party?

7 A. My mother may have looked at the pictures, but I
8 usually take care of always booking everything.

9 Q. Okay. You're the travel agent for the family?

10 A. Right.

11 Q. Okay. Thank you. Answer any further questions
12 Ms. Hills has for you.

13 REDIRECT EXAMINATION

14 BY JENNIFER HILLS:

15 Q. Ms. Ball, this is Jennifer Hills again. I think I
16 just have one more question for you.

17 A. Okay.

18 Q. Were you promised any of the things you were
19 given by Sands Resorts in exchange for signing the
20 affidavit?

21 A. No, ma'am.

22 Q. When did they give those things to you?

23 A. After I signed the affidavit.

24 Q. Did you know you were going to get them?

25 A. No.

1 Q. Okay. That's all I have.

2 A. Okay.

3 BY RANDALL MULLINS: I have no follow-up.

4 Thank you, Ms. Ball.

5 BY JENNIFER HILLS: Thank you very
6 much.

7 BY KIM BALL: Thank you.

8 BY RANDALL MULLINS: Do they still have
9 that nice Italian restaurant in downtown Lebanon?

10 BY KIM BALL: Pizza Town?

11 BY RANDALL MULLINS: Yeah.

12 BY KIM BALL: Yes, it's still here.

13 BY RANDALL MULLINS: Okay. Good. All
14 right. Thank you, ma'am.

15 BY KIM BALL: Uh-huh.

16 BY JENNIFER HILLS: Thank you.

17 BY KIM BALL: Thank you.

18 BY RANDALL MULLINS: Oh, have you all
19 ordered expedite?

20 BY JENNIFER HILLS: We're going to.

21 BY RANDALL MULLINS: All right. Madam
22 Court Reporter, you there?

23 BY COURT REPORTER: Yes, sir.

24 BY RANDALL MULLINS: I'll need expedite.

25 BY COURT REPORTER: Okay.

1 BY RANDALL MULLINS: Can you shoot me
2 an email to the main box of my firm, please?
3 BY COURT REPORTER: Sure.
4 BY RANDALL MULLINS: And, get your
5 contact information in there?
6 BY COURT REPORTER: Okay.
7 BY RANDALL MULLINS: The main box is
8 mullinslawfirm@aol.com, and we'll assign it out to
9 individual boxes from there.
10 BY COURT REPORTER: Okay. We can do
11 that.
12 BY RANDALL MULLINS: You have—a Q&—
13 you have a condensed and index, too, please?
14 BY COURT REPORTER: Okay.
15 BY RANDALL MULLINS: Okay. Thank you.
16 BY COURT REPORTER: Thank you. We
17 appreciate it.
18 BY RANDALL MULLINS: All right.
19 BY JENNIFER HILLS: Thank you all. Bye.
20 BY KIM BALL: Thank you.
21 (Off the record—11:39 a.m.)

Court Reporter's Certificate

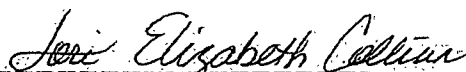
Commonwealth of Virginia

County of Scott

I, Lori Elizabeth Collins, Notary Public for the Commonwealth of Virginia, do hereby certify that the foregoing proceedings were electronically recorded by me and thereafter were reduced into typewriting by Q&A Court Reporting and that to the best of my ability the foregoing is a true and correct transcript of the proceeding.

I further certify that I am not a relative, counsel, or an attorney for either party or otherwise interested in the outcome of this action.

In witness whereof, given by me on this the 5th day of February, 2013.



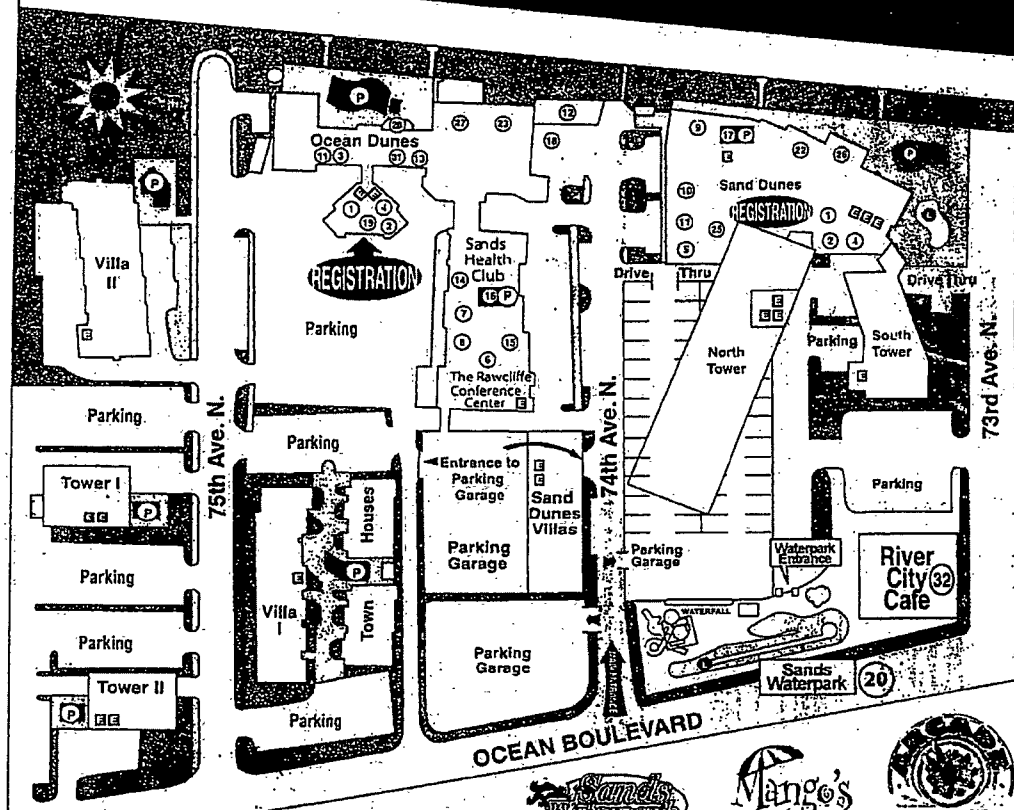
Lori Elizabeth Collins
Court Reporter / Notary Public

My Commission Expires: October 31, 2016



Lori Elizabeth Collins
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #244352
My Commission Expires
OCTOBER 31, 2016

ATLANTIC OCEAN



Sands Health Club

BRASS ANCHOR
FOOD & DRINK



SANDS RESORTS

A Collection of Beach & Golf Resorts



Index and Legend

- 1 Lobby & Guest Registration
- 2 Bell Desk & Transportation
- 31 Golf Shop
- 4 Sands Concierge
- 5 Tom's Island Store Convenience Mart

- E Elevators
- P Swimming Pool
- L Lazy River

Meeting Rooms

- 6 Atlantic Ballroom (3rd Floor)
- 7 Pacific Ballroom (2nd Floor)
- 8 Mediterranean Room (2nd Floor)
- 9 Ball Room
- 13 Palmetto Room (Sands Kids Club)
- 15 Hall of Heroes
- 19 Top Of The Dunes (8th Floor)

Fitness & Recreation

- 10 Atlantis Spa (2nd Floor)
- 11 Bananas Game Room
- 12 Children's Playground
- 14 Sands Health Club (1st Floor) Steam Room & Sauna
- 16 Indoor Pool & Jacuzzi (1st Floor)
- 17 Indoor Pool (2nd Floor) Whirlpool, Sauna & Steam Room
- 18 Volleyball
- 20 Waterpark

Restaurants & Cafes

- 22 Mango's on the Beach
- 23 Brass Anchor Restaurant
- 25 Arcade Pizza & Wings
- 28 Sandy's Sugar Shack
- 32 River City Cafe

Lounges

- 26 Mango's Lounge
- 27 Brass Anchor Lounge

ROOM LOCATOR

SAND DUNES

2231-2251	2nd
2331-2351	3rd
2425-2451	4th
2525-2551	5th
2625-2651	6th
2725-2751	7th
2825-2851	8th
2925-2951	9th
1025-1051	10th
1125-1151	11th
1201-1251	12th
1443-1451	14th

SAND DUNES VILLAS

2317-2324	3rd
2417-2424	4th
2517-2524	5th
2617-2624	6th

OCEAN DUNES

7104-7119	1st
7204-7221	2nd
7301-7324	3rd
7401-7424	4th
7501-7524	5th
7601-7624	6th
7701-7724	7th

TOWER I

4010-4145	01-14
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TOWER II

6010-6155	01-15
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VILLA I

5100-5113	1st
5200-5215	2nd
5300-5315	3rd

VILLA II

5500-5513	1st
5600-5613	2nd
5700-5713	3rd

TOWNHOUSES

TH1-TH13	1st
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Photograph of Plaintiff/ Petitioner's Exhibit 3
Original Exhibit on file in Horry County Clerk
of Court's Office and Available on Request.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
C/A NO.: 13-CP-26-980

Rawcliffe Resorts, Inc.,)

Plaintiff,)

v.)

Ocean Breeze Beach Vacations)
And Karen Clark Becker,)

Defendants.)

FILED
HORRY COUNTY
2013 APR -1 AM 11:51
MELANIE HUGGINS-WARD
CLERK OF COURT

AFFIDAVIT OF KAREN CLARK BECKER

The Affiant, Karen Clark Becker personally appearing before me and after being duly sworn states the following:

- 1CB
1
1. My name is Karen Clark Becker and I am an adult over the age of Eighteen (18) years.
 2. I have been married to Matt Becker for twenty-four (24) years and together we have two (2) children. My husband is the sole stockholder of Matt Becker & Associates, Inc. which does business as Ocean Breeze Beach Vacations ("Ocean Breeze") which I operate. Ocean Breeze has been conducting business since June of 2011.
 3. Based upon my research the Sand Dunes Resorts consists of four hundred (400) units in three (3) towers which are as follows:
 - a. Oceanfront Towers which consist of One Hundred Seventy (170) units;
 - b. North Tower which consist of Sixty (60) units; and
 - c. South Tower which consist of One Hundred Seventy (170) units.
 4. I handle thirteen (13) units for individuals that own units at the Sands Resorts. The numbers are as follows: 1032, 2233, 2440, 2536, 2539, 2540, 2541, 2651, 2828, 1150, 1450, 1201 & 1710.
 5. The units which I manage are only Three (3%) percent of the total units at the Sands Resorts.

6. I manage eight (8) units in the Oceanfront Tower or five (5%) percent of the units.
7. I manage – (2) units in South Tower or three (3%) of the units.
8. I manage – (3) units in South Tower or 2 (2%) of the units.
9. All of the owners for whom I manage and rent units at the Sands Resorts are current in the payment of their HOA dues and therefore their guests are entitled to access to all of the amenities of the resort to which the unit owners are entitled.
10. The majority of the units at the Sands Resorts are managed by the on-site management company, Sands Resorts. In addition to myself and various individual unit owners who handle their own units the on-site rental agency's major competitors are Condolux and Elliott Beach Vacation Rentals.
11. I have been provided a copy of the Affidavit of Lee J. Rawcliffe. The photographs attached to his Affidavit are accurate and I have used them. I did not acquire them from any of the Sand Resorts marketing material but rather from the Multi Listing Service ("MLS") website where units are offered for sale via the worldwide web. (See: Exhibit A). The photographs carried no trademark or copyright designation.
12. In addition to myself, the photographs referenced in Paragraph 11 and Mr. Rawcliffe's Affidavit are being used by Mr. Bradley Bennett who also manages units at the Sands Resorts. (See: Exhibit B). Based upon my research neither Mr. Rawcliffe nor his company have instituted legal action to stop Mr. Bennett from using the same photographs which he claims I am using to damage his business.
13. The photographs which I have included in my advertisements are geographic in nature and meant to show the resort and familiarize the potential guest with the local. While Mr. Rawcliffe and his company own the adjacent waterpark which is pictured I have never created the false impression that my guests will have access to it. Guests access the water park by possessing "wristbands" which are readily available for purchase. I have always provided my guests with "wristbands" so they could access the waterpark. Therefore, the inclusion of the picture in my advertisements has never created a misimpression with regard to access to the waterpark.

13. Of equal concern to me is that Mr. Rawcliffe and his company are engaging in the same conduct in which he claims I am engaging. Mr. Rawcliffe and his company are advertising and using photographs of unit 2536 which I manage and belongs to my clients, Ken and Claudia Eaton. (See: Exhibit C). The photographs were taken after the unit was renovated by the Eatons and to my knowledge the Eatons have given neither Mr. Rawcliffe nor his company permission to display their unit on their website or use these photographs in their advertisements. Therefore, it would appear that Mr. Rawcliffe and his company is engaged in false advertising and/or misappropriation as they have alleged I am.
14. I know that a guest of Mr. Rawcliffe and his company will be disappointed to arrive after being lured to the Sands Resorts by viewing photographs of the freshly renovated unit belonging to the Eatons only to find out that they will not be occupying this unit. This reflects badly on the resort and on future business of the resort. There is no way for a guest to know from Mr. Rawcliffe and his company's website that they will not be renting the unit displayed or one newly renovated like it. (See: Exhibit C).
15. I have reviewed the reviews attached to Mr. Rawcliffe's Affidavit and I have attached the full advertisement for the rental of this unit. (See: Exhibit D). Mr. Rawcliffe has attached reviews to his Affidavit which are as follows:
- a. Review dated/submitted – August 7, 2012;
 - b. Review dated/submitted – June 23, 2011;
 - c. Review dated/submitted – August 8, 2010;
 - d. Review dated/submitted – August 21, 2010;
 - e. Review – undated but of Sands Ocean Club.
- *** **Note:** Owner Response has been included for only August 11, 2010 and August 7, 2012.
16. The review of August 7, 2012 is for a unit I manage and was favorable to both me and the Sands Resort.
17. The reviews dated/submitted – June 23, 2011, August 8, 2010, August 21, 2010 and the Sands Ocean Club *were written about units which I do not manage.*
18. ***I was not in business when the August 8, 2010 and the August 21, 2010 reviews were written and submitted.***

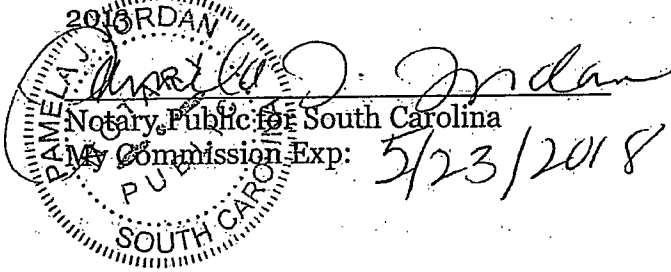
19. When a guest posts a review I receive an e-mail from the *Vacation Rentals By Owners* website that the review has been posted. Reviews are the best feedback from guests about the rentals I manage and it is why I know and remember which reviews are submitted about the units I manage. Also, *Vacation Rentals By Owners* does not allow the removal of negative posts but does allow owner responses.
20. I have researched the reviews of Mr. Rawcliffe and his company and a sampling from the Trip Advisor website are attached. (See: Exhibit E).
21. I have attached my reviews as a sampling of the reviews I have received from the *Vacation Rental By Owner* website. (See: Exhibit F).
22. In 2011 I managed only six (6) units for which my clients grossed Sixty-Seven Thousand Eight Hundred Sixty-Six and 82/100 (\$67,866.82) Dollars. In 2012 I am managing thirteen (13) units and would expect to double the gross. I expect this trend to continue each year. I am informed that this matter through litigation could take three (3) years to resolve itself. Therefore, should your honor grant Mr. Rawcliffe's request for a Permanent Injunction I request that you require him to deposit in cash *Six Hundred Thousand and No/100 (\$600,000.00) Dollars*.
23. I am also requesting damages in this matter by way of a counterclaim, as well as attorney fees and costs incurred in responding, defending and prosecuting my counterclaim.
24. The reason why Mr. Rawcliffe and his company's reputation are suffering is not because of photographs or any misimpression created in the mind of guests. It is because he charges his clients who own at the Sands Resort and use the on-site rental agency a rental rate of fifty (50%) percent well in excess of any of his competitors listed in Paragraph 10 above causing his clients to leave him.

FURTHER THE AFFIANT SAYETH NOT.

Executed this the 31 day of March, 2013.


Karen Clark Becker

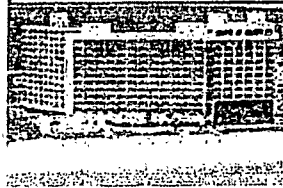
SWORN this the 31st day of March,



LB
5

EXHIBIT A

ALL FIELDS DETAIL



MLS #	1001000	Bedrooms	Efficiency
Status	SOLD-CO-OP BY CCAR	Full Baths	1
	MEMBER	Half Baths	0
Type	Condo	Exterior Finish	Concrete Fiber Siding
Address	Unit 933	Style	Hi-Rise 7+ Stories
Address 2	933 Sand Dunes II	Parking	Private Grg
City	Myrtle Beach	Furnished	Yes
State	SC	Rental Mgmt Contract	Yes
Zip	29572		
Area	Myrtle Beach Area-48th Ave N to 79th Ave N		
Class	CONDO/TOWNHOUSE		
Asking Price	\$10,000		
Sale/Rent	For Sale		
Display on Internet	Yes		

GENERAL

Agent Hit Count	96	Client Hit Count	244
VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
County	Horry	Zip	29572
Construction Status	Resale	Listing Agent	Eddie Marshall - Cell: [REDACTED]
Listing Office	CENTURY 21 Boling & Associates -	CSL Subagents Fee	CLO
	Main Line: [REDACTED]		
Buyers Broker Fee	3	Variable Commission (Y/N)	No
Co-Listing Agent		Co-Listers	[REDACTED]
Stipulation of Sale	None	Owners Name	[REDACTED]
Home Warranty	No	Type of Agency	Exclusive Right to Sell
Est. Lot Size		Project/Section Code	SAND DUNES PHII
Unit #	933	Building Name	SAND DUNES II
Tax Map#	[REDACTED]-335	Zoning	MF
Elementary School	Myrtle Beach Elementary School	Middle School	Myrtle Beach Middle School
High School	Myrtle Beach High School	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	401-450
Est. SqFt Under Roof	401-450	Which Floor?	09
Approximate Year Built	1985	HOA as Calculated Monthly	\$406
Frequency HOA Paid	Monthly	HOA fee Include Insurance	Yes
HOA Include HO6 Insurance	No	MLS Approved Lockbox	No
Gross Annual Rental Income		Grid Map Page	25
Grid Map#	25PP16	Off Market Date	5/2/2012
Search By Map		Tax ID	
Update Date	5/15/2012	Status Date	5/15/2012
HotSheet Date	5/15/2012	Price Date	5/15/2012
Input Date	3/6/2012 2:35:00 PM	Associated Document Count	1
Original Price	[REDACTED]	HOA Contact Name & Number	RAM-[REDACTED]
Display on Realtor.com	Yes	Last Photo Update Date	[REDACTED]
Days On Market	57	Price/Total SQFT	[REDACTED]
Days On MLS	57		

FEATURES

Kitchen	HOA Fee Includes	Utilities Available	Showing
Refrigerator	Electric Common	Cable TV	Call Showing Service
Microwave	Water and Sewer	Electricity	Possession
Exterior Features	Trash Pickup	Other	Closing
Pool - Outdoor	Elevator Service	Sewer	Terms Of Sale
Elevator	Pool Service	Telephone	Cash
Pool - Indoor	Landscape/Lawn	Water Public	Building Location
Association Amenities	Insurance		Oceanfront
Pool	Manager		Unit Location
Restrictions	Rec. Facilities		Ocean Front
Other	Legal and Accounting		Estimated Age
MLS # [REDACTED]			

FEATURES

Seller Disclosure	Master Antenna/Cable TV	21-30 Years
Home Owners Assn Fee	Other	
Short Term Rental Allowed	Common Maint/Repair	
Trash Pickup	Electric In Unit	
Cable TV Available	Internet Access	
Internet Access		
Lawn Maintenance		
Recycling Available		

SOLD STATUS

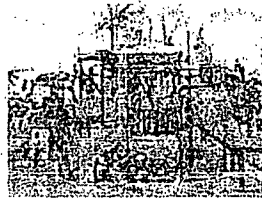
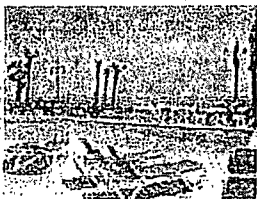
How Sold	CASH	Contract Date	4/2/2012
Closing Date	5/2/2012	Sold Price	██████████
Sold Total SqFt	450	Sold Total Heated SqFt	400
Selling Agent	Angie Cadier - Cell: ██████████	Sell Team	
Selling Office	Monarch Real Estate - Main Line: ██████████	Sellers Concession	

AGENT TO AGENT REMARKS

Beachfront and Residential Property Disclosures are under Associated Docs.

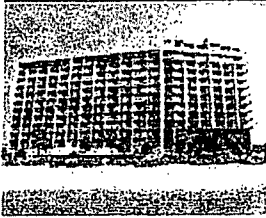
PUBLIC REMARKS

NICE CONDO AT A NICE PRICE!! HOA FEE INCLUDES INTERIOR ELECTRICITY!! LOCATED ON THE EXCLUSIVE NORTH END WITH EVERY AMENITY IMAGINATABLE!! EVEN A WATER PARK WHICH GIVES THE OWNER A BIG ADVANTAGE IN RENTALS!! HOW MANY DEVELOPMENTS HAVE THEIR OWN PRIVATE WATER PARK??? VERY, VERY FEW!! WALKING DISTANCE TO SHOPPING, BANKS, NIGHT SPOTS AND IT'S ONLY 23 STEPS TO THE SHIMMERING SHORES OF THE SPARKLING BLUE ATLANTIC!!

ADDITIONAL PICTURES**DISCLAIMER**

This information is deemed reliable, but not guaranteed. Neither the Coastal Carolinas Association of REALTORS, nor the listing broker, nor their agents or subagents are responsible for the accuracy of the information. The buyer is responsible for verifying all information. This information is provided by the Coastal Carolinas Association of REALTORS for use by its members and is not intended for use for any other purpose.

ALL FIELDS DETAIL



MLS #	1401507	Bedrooms	Efficiency
Status	PENDING SALE - CASH	Full Baths	1
Type	TERMS	Half Baths	0
Address	Condo	Exterior Finish	Concrete/Steel
Address 2	2535 Sand Dunes Resort	Style	Hi-Rise 7+ Stories
City	Myrtle Beach	Parking	Parking Deck
State	SC	Furnished	Yes
Zip	29572	Rental Mgmt Contract	Yes
Area	Myrtle Beach Area—48th Ave N to 79th Ave N		
Class	CONDO/TOWNHOUSE		
Asking Price			
Sale/Rent	For Sale		
Display on Internet	Yes		

Virtual Tour Address

GENERAL

Agent Hit Count	366	Client Hit Count	943
VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
County	Horry	Zip	29572
Construction Status	Resale	Listing Agent	Bradley Bennett - Cell: [REDACTED]
Listing Office	Ocean Front Guru Real Estate - Main Line: [REDACTED]	CSL Subagents Fee	0
Buyers Broker Fee	3%	Variable Commission (Y/N)	No
Co-Listing Agent		Co-Listers	
Stipulation of Sale	Potential Short Sale	Owners Name	Withheld
Home Warranty	No	Type of Agency	Exclusive Right to Sell
Est. Lot Size		Project/Section Code	SAND DUNES PHII
Unit #	2535	Building Name	Sand Dunes Resort
Tax Map#	[REDACTED]	Zoning	MF
Elementary School	Myrtle Beach Elementary School	Middle School	Myrtle Beach Middle School
High School	Myrtle Beach High School	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	401-450
Est. SqFt Under Roof	401-450	Which Floor?	05
Approximate Year Built	2006	HOA as Calculated Monthly	\$406
Frequency HOA Paid	Monthly	HOA fee Include Insurance	Yes
HOA Include HO6 Insurance	No	MLS Approved Lockbox	No
Gross Annual Rental Income	\$10,000 (2010)	Grid Map Page	25
Grid Map#	25PP16	Off Market Date	
Search By Map		Tax ID	
Update Date	2/12/2013	Status Date	1/21/2013
HotSheet Date	1/21/2013	Price Date	7/3/2012
Input Date	3/11/2011 1:25:00 PM	Associated Document Count	3
Original Price	[REDACTED]	HOA Contact Name & Number	RAM [REDACTED]
Display on Realtor.com	Yes	Last Photo Update Date	
Days On Market	763	Price/Total SQFT	

FEATURES

Master Bath	Heating and Cooling	HOA Fee Includes	Lot Description
Tub	Central Heat	Electric Common	Designated Flood Zone
Shower	Central Air	Water and Sewer	Showing
Kitchen	Electric	Trash Pickup	Call Listing Office
Refrigerator	Exterior Features	Elevator Service	Call Front Desk
Microwave	Balcony	Pool Service	Possession
Interior Features	Pool - Outdoor	Landscape/Lawn	Closing
Wind Treat. Convey	Elevator	Insurance	Terms Of Sale
Fire Sprinkler	Pool - Indoor	Manager	Cash
Smoke Detector	Spa/Hot Tub	Security	Conventional
Levels	Association Amenities	Rec. Facilities	Building Location
MLS # [REDACTED]			

FEATURES

Single Level
Floor Cover
Carpeting
Tile
Water Heater
Electric

Pool
Restrictions
Seller Disclosure
Home Owners Assn Fee
Short Term Rental Allowed
Long Term Rental Allowed
Trash Pickup
Cable TV Available

Legal and Accounting
Master Antenna/Cable TV
Common Maint/Repair
Utilities Available
Cable TV
Electricity
Sewer
Telephone
Water, Public

Oceanfront
Inside City Limits
East Of Bus 17
Unit Location
Ocean Front
End Unit
Estimated Age
31-40 Years

SOLD STATUS

How Sold
Closing Date
Sold Total SqFt
Selling Agent
Selling Office

Contract Date
Sold Price
Sold Total Heated SqFt
Sell Team
Sellers Concession

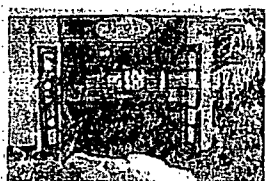
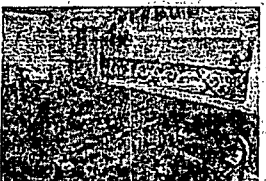
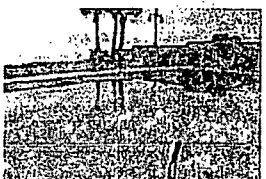
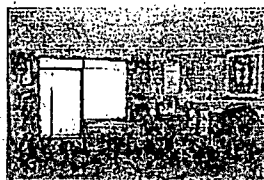
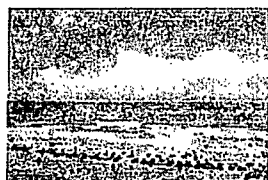
AGENT TO AGENT REMARKS

"THIS IS A SHORT SALE". THE LIST PRICE IS EQUAL TO OR LESS THAN THE MORTGAGE AMOUNT. OFFERS ARE SUBJECT TO FULL AND FINAL BANK(S) APPROVAL. THIS PROCESS CAN TAKE 4-12 WEEKS AND DEPENDS ON THE NUMBER OF MORTGAGE. BANK POLICIES AND PROCEDURES WILL DETERMINE THE ACTUAL TIME FOR ACCEPTANCE AND EXECUTION. THIS CONDO IS SOLD IN AN "AS IS" CONDITION. BE AWARE THAT COMMISSION AMOUNT MAY BE REDUCED BY THE BANK(S). SHOULD THE COMMISSION BE REDUCED BY THE BANK, SELLING AGENT WILL RECEIVE 50% OF THAT COMMISSION. CALL BRADLEY [REDACTED] FOR MORE INFORMATION. POA FEE IS ALL INCLUSIVE. PROP DISCLOSURE IN ASSOC DOCS. [REDACTED]

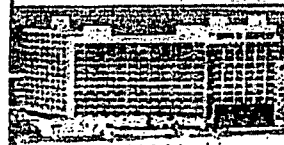
PUBLIC REMARKS

THIS IS A SHORT SALE—ENJOY THE FABULOUS VIEWS OF THE ATLANTIC FROM THE BALCONY OF THIS DIRECT OCEANFRONT EFFICIENCY CONDO LOCATED AT THE POPULAR SAND DUNES RESORT. THIS NICELY APPOINTED CONDO CONVEYS FULLY FURNISHED. RESORT AMENITIES ARE SECOND TO NONE AND FEATURE INDOOR/OUTDOOR POOL, LAZY RIVER, JACUZZI'S, SAUNA, STEAM ROOM, ON SITE RESTAURANT, CONVENIENCE STORE, GAME ROOM & MORE! THE SAND DUNES RESORT IS CONVENIENTLY LOCATED WITHIN MINUTES TO ALL THE SHOPPING, DINING, AND ENTERTAINMENT VENUES THE GRAND STRAND HAS TO OFFER.

ADDITIONAL PICTURES



ALL FIELDS DETAIL



MLS #	1105548	Bedrooms	Efficiency
Status	SOLD-CO-OP BY CCAR	Full Baths	1
Type	MEMBER	Half Baths	0
Address	Condo	Exterior Finish	Concrete/Steel
Address 2	[REDACTED], Unit 1031	Style	Hi-Rise 7+ Stories
City	Myrtle Beach	Parking	Parking Deck
State	SC	Furnished	Yes
Zip	29572	Rental Mgmt Contract	Yes
Area	Myrtle Beach Area—48th Ave N to 79th Ave N		
Class	CONDO/TOWNHOUSE		
Asking Price	[REDACTED]		
Sale/Rent	For Sale		
Display on Internet	Yes		

GENERAL

Agent Hit Count	195	Client Hit Count	772
VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
County	Horry	Zip	29572
Construction Status	Resale	Listing Agent	Mark Taylor - Cell: [REDACTED]
Listing Office	CENTURY 21 Strand Group - Main Line: [REDACTED]	CSL Subagents Fee	None
Buyers Broker Fee	3%	Variable Commission (Y/N)	No
Co-Listing Agent		Co-Listers	
Stipulation of Sale	None	Owners Name	Belsito
Home Warranty	No	Type of Agency	Exclusive Right to Sell
Est. Lot Size		Project/Section Code	SAND DUNES PHII
Unit #	1031	Building Name	Sand Dunes Resort
Tax Map#	[REDACTED]	Zoning	MF
Elementary School	Myrtle Beach Elementary School	Middle School	Myrtle Beach Intermediate School
High School	Myrtle Beach High School	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	401-450
Est. SqFt Under Roof	451-500	Which Floor?	10
Approximate Year Built	1983	HOA as Calculated Monthly	[REDACTED]
Frequency HOA Paid	Monthly	HOA fee Include Insurance	Yes
HOA Include HO6 Insurance	No	MLS Approved Lockbox	No
Gross Annual Rental Income	14,000 per year Approx.	Grid Map Page	
Grid Map#	25LL15	Off Market Date	8/26/2011
Search By Map		Tax ID	
Update Date	8/26/2011	Status Date	8/26/2011
HotSheet Date	8/26/2011	Price Date	8/26/2011
Input Date	3/26/2011 11:47:00 AM	Associated Document Count	0
Original Price	[REDACTED]	HOA Contact Name & Number	Ram Mgt.
Display on Realtor.com	Yes	Last Photo Update Date	
Days On Market	157	Price/Total SQFT	[REDACTED]
Days On MLS	153		

FEATURES

Master Bath	Water Heater	HOA Fee Includes	Showing
Tub	Electric	Electric Common	Call Front Desk
Shower	Heating and Cooling	Water and Sewer	Call Listing Agent
Vanity	Central Heat	Trash Pickup	Possession
Kitchen	Window/Wall Unit	Elevator Service	Closing
Refrigerator	Electric	Pool Service	Terms Of Sale
Range	Exterior Features	Landscape/Lawn	Cash
Freezer	Balcony	Insurance	Conventional
Microwave	Insulated Doors/Windows	Legal and Accounting	Building Location
Interior Features	Association Amenities	Master Antenna/Cable TV	Oceanfront
Smoke Detector	Pool	Common Maint/Repair	East Of Bus 17
MLS # 1105548			Page 1 of 3

FEATURES

Levels	Restrictions	Utilities Available	Unit Location
Single Level	Seller Disclosure	Cable TV	Ocean Front
Floor Cover	Home Owners Assn Fee	Electricity	Estimated Age
Carpeting	Short Term Rental Allowed	Sewer	21-30 Years
Tile	Trash Pickup	Telephone	
Foundation	Cable TV Available	Water Public	
Slab		Lot Description	
		Designated Flood Zone	

SOLD STATUS

How Sold	CASH	Contract Date	8/12/2011
Closing Date	8/26/2011	Sold Price	245,000
Sold Total SqFt	450	Sold Total Heated SqFt	400
Selling Agent	Faye Valver - Cell: [REDACTED]	Sell Team	
Selling Office	Infinity Realty Group - Main Line: (843) [REDACTED]	Sellers Concession	

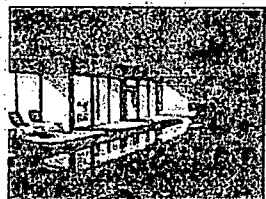
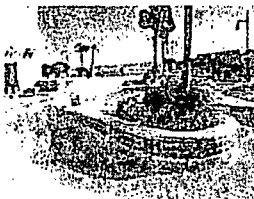
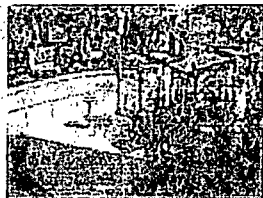
AGENT TO AGENT REMARKS

Lowest price NON-short sale or foreclosure units in the building. Owner has Unit 1031 & 1032 and they have a entry door between units. Grade A units. Both units have been upgraded. Will deal on both. On the Sands Resort Rental Program and call [REDACTED] B for availability. Please advise Mark Taylor @ [REDACTED] of any showings.

PUBLIC REMARKS

Not a short sale. Direct oceanfront, owner has connecting units on the 10th floor and are Grade A classified units. Sands Resorts offers tons on entertainment, outdoor & indoor pools, health club, Spa, huge water park and lazy river, arcade, Mango's Restaurant, Arcade Pizza & Sub, convenience store. Close to shopping, golf, nightlife, dining, & located in the "Golden Mile" section of Myrtle Beach. Wonderful beach access and one of the very best family area's on the strand.

ADDITIONAL PICTURES



ALL FIELDS DETAIL



MLS #	[REDACTED]	Bedrooms	
Status	SOLD-CO-OP BY CCAR	Full Baths	1
Type	MEMBER	Half Baths	0
Address	Condo	Exterior Finish	Concrete/Steel
Address 2	[REDACTED]	Style	Hi-Rise 7+ Stories
City	Sand Dunes #735	Parking	1.5 Car Unit
State	Myrtle Beach	Furnished	Yes
Zip	SC	Rental Mgmt Contract	Yes
Area	29572		
	Myrtle Beach Area—48th Ave N		
	to 79th Ave N		
Class	CONDO/TOWNHOUSE		
Asking Price	[REDACTED]		
Sale/Rent	For Sale		
Display on Internet	Yes		

GENERAL

Agent Hit Count	363	Client Hit Count	755
VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
County	Horry	Zip	29572
Construction Status		Listing Agent	Bill Bellamy - Cell: [REDACTED]
Listing Office	CENTURY 21 Thomas - Main Line: [REDACTED]	CSL Subagents Fee	0
Buyers Broker Fee	3	Variable Commission (Y/N)	No
Co-Listing Agent		Co-Listers	
Stipulation of Sale	Potential Short Sale	Owners Name	[REDACTED]
Home Warranty		Type of Agency	Exclusive Right to Sell
Est. Lot Size		Project/Section Code	SAND DUNES PHII
Unit #	735	Building Name	Sand Dunes II
Tax Map#	[REDACTED]	Zoning	MF
Elementary School	Myrtle Beach Elementary School	Middle School	Myrtle Beach Middle School
High School	Myrtle Beach High School	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	401-450
Est. SqFt Under Roof	401-450	Which Floor?	07
Approximate Year Built		HOA as Calculated Monthly	
Frequency HOA Paid		HOA fee Include Insurance	Yes
HOA Include HO6 Insurance		MLS Approved Lockbox	No
Gross Annual Rental Income		Grid Map Page	
Grid Map#	25PP16	Off Market Date	11/10/2010
Search By Map		Tax ID	
Update Date	11/30/2010	Status Date	11/30/2010
HotSheet Date	11/30/2010	Price Date	7/22/2010
Input Date	9/28/2009 11:38:00 AM	Associated Document Count	2
Original Price	[REDACTED]	HOA Contact Name & Number	Sand Dunes
Display on Realtor.com	Yes	Last Photo Update Date	
Days On Market	408	Price/Total SQFT	[REDACTED]
Days On MLS	408		

FEATURES

Dining Room	Water Heater	Showing	Building Location
Lvr/DR Combo	Electric	Call Listing Office	Oceanfront
Kitchen	Heating and Cooling	Call Front Desk	Inside City Limits
Dishwasher	Central Heat	Possession	East Of Bus 17
Garbage Disposal	Exterior Features	Closing	Unit Location
Refrigerator	Balcony	Terms Of Sale	Ocean Front
Range	Pool - Outdoor	Cash	Estimated Age
Levels:	Association Amenities	Conventional	31-40 Years
Single Level	Restrictions		
	Home Owners Assn Fee		

MLS # [REDACTED]

Page 1 of 2

SOLD STATUS

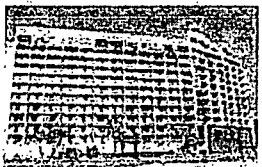
How Sold	CASH	Contract Date	10/1/2010
Closing Date	11/10/2010	Sold Price	████████
Sold Total SqFt	401	Sold Total Heated SqFt	401
Selling Agent	Barbara Sapp - Cell: ██████████	Sell Team	
Selling Office	Coldwell Banker Chicora NMB - Main	Sellers Concession	
	Line: ██████████ 2		

AGENT TO AGENT REMARKS

Call listing office at ██████████ opt.2 for showing instructions. Short Sale- Please call the listing office @ ██████████ This is a "short sale". The list price is equal to or less than the mortgage amount. Offers are subject to full & final bank(s) approval. This process can take 4-12 weeks and depends on the number of mortgages. Bank policies and procedures will determine the actual time for acceptance and execution. This house is sold in an "As Is" condition and will remain in active status until accepted by the Bank(s). Be aware that the commission amount may be reduced by the Bank(s). Should the commission be reduced by the bank(s) selling agent will receive 50% of that commission

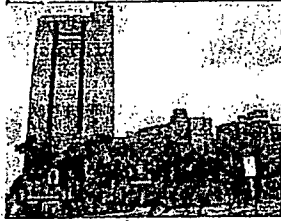
PUBLIC REMARKS

Sand Dunes! Direct oceanfront eff/1BA unit with fantastic views of the blue Atlantic. Resort amenities include waterpark, gym, restaurant and lounges.

ADDITIONAL PICTURES**DISCLAIMER**

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ALL FIELDS DETAIL



MLS #	[REDACTED]	Bedrooms		Efficiency	
Status	SOLD-CO-OP BY CCAR	Full Baths		1	
Type	MEMBER	Half Baths		0	
Address	[REDACTED] #1042	Exterior Finish		Concrete/Steel	
Address 2		Style		Hi-Rise 7+ Stories	
City	Myrtle Beach	Parking		Parking Deck	
State	SC	Furnished		Yes	
Zip	29572	Rental Mgmt Contract		Yes	
Area	Myrtle Beach Area-48th Ave N to 79th Ave N				
Class	CONDO/TOWNHOUSE				
Asking Price	[REDACTED]				
Sale/Rent	For Sale				
Display on Internet	Yes				

GENERAL

Agent Hit Count	96	Client Hit Count	239
VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
County	Horry	Zip	29572
Construction Status	Resale	Listing Agent	Liz Sliker - Cell: [REDACTED]
Listing Office	RE/MAX Southern Shores NMB - Main [REDACTED]	CSL Subagents Fee	0
Buyers Broker Fee	3	Variable Commission (Y/N)	No
Co-Listing Agent		Co-Listers	
Stipulation of Sale	None	Owners Name	MJ & D LLC
Home Warranty	No	Type of Agency	Exclusive Right to Sell
Est. Lot Size		Project/Section Code	SAND DUNES PH II
Unit #	1042	Building Name	Sand Dunes PH II
Tax Map#	[REDACTED]	Zoning	MF
Elementary School	Myrtle Beach Elementary School	Middle School	Myrtle Beach Middle School
High School	North Myrtle Beach High School	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated Sq Ft	401-450
Est. Sq Ft Under Roof	401-450	Which Floor?	10
Approximate Year Built	1996	HOA as Calculated Monthly	[REDACTED]
Frequency HOA Paid	Monthly	HOA fee include Insurance	Yes
HOA Include HO6 Insurance	No	MLS Approved Lockbox	No
Gross Annual Rental Income		Grid Map Page	
Grid Map#	25PP16	Off Market Date	8/16/2012
Search By Map		Tax ID	
Update Date	8/17/2012	Status Date	8/17/2012
HotSheet Date	8/17/2012	Price Date	8/17/2012
Input Date	5/30/2012 11:19:00 AM	Associated Document Count	1
Original Price	[REDACTED]	HOA Contact Name & Number	Rwcliff Resort [REDACTED]
Display on Realtor.com	Yes	Last Photo Update Date	
Days On Market	87	Price/Total SQFT	[REDACTED]
Days On MLS	78		

FEATURES

Master Bath	Other Rooms	HOA Fee Includes	Utilities Available
Tub	1st Floor Bedroom(s)	Electnc Common	Cable TV
Shower	1st Floor Bath(s)	Water and Sewer	Electricity
Kitchen	Exterior Features	Trash Pickup	Sewer
Refrigerator	Balcony	Elevator Service	Telephone
Microwave	Pool - Outdoor	Pool Service	Underground Utilities
Interior Features	Elevator	Landscape/Lawn	Water Public
Wind Treat. Convey	Pool - Indoor	Insurance	Showing
Elevator	Spa/Hot Tub	Manager	Call Listing Office
Smoke Detector	Association Amenities	Security	Call Front Desk
Furnished	Security	Rec. Facilities	Possession

FEATURES

Levels	Seller Disclosure	Legal and Accounting	Closing
Single Level	Home Owners Assn Fee	Master Antenna/Cable TV	Terms Of Sale
Floor Cover	Short Term Rental Allowed	Common Maint/Repair	Cash
Carpeting	Long Term Rental Allowed	Electric In Unit	Conventional
Tile	Trash Pickup	Telephone Service In Unit	Building Location
Water Heater	Cable TV Available	Internet Access	Oceanfront
Electric	Internet Access		Inside City Limits
Heating and Cooling	Lawn Maintenance		East Of Bus 17
Window/Wall Unit	Lazy River		Unit Location
			Ocean Front

SOLD STATUS

How Sold:	CASH	Contract Date	6/10/2012
Closing Date	8/16/2012	Sold Price	██████████
Sold Total SqFt	450	Sold Total Heated SqFt	450
Selling Agent	Jane Zheng - Cell: ██████████	Sell Team	
Selling Office	Keller Williams MB Central - Main Line: Sellers Concession		

DRIVING DIRECTIONS

Hwy 17 Bus to 76 Ave to Ocean Blvd.

AGENT TO AGENT REMARKS

Sq. footage approx. and not guaranteed. Buyer responsible for verification.

PUBLIC REMARKS

Breathe the salt air from this immaculate oceanfront efficiency. Relax on the deck & watch the gorgeous oceanfront views. Sand Dunes is a resort property with indoor & outdoor pools, health club, spa, game room, restaurants, meeting & ballrooms & one fabulous water park. Don't miss out on this one!

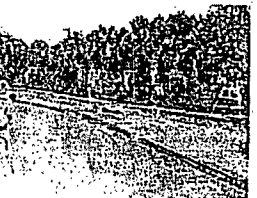
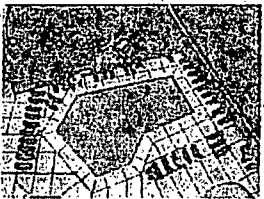
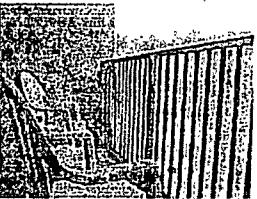
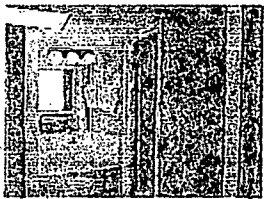
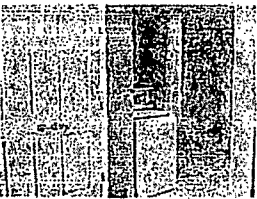
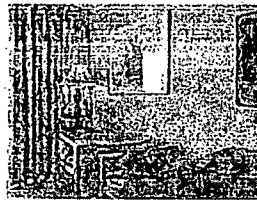
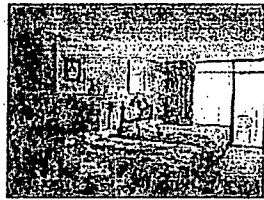
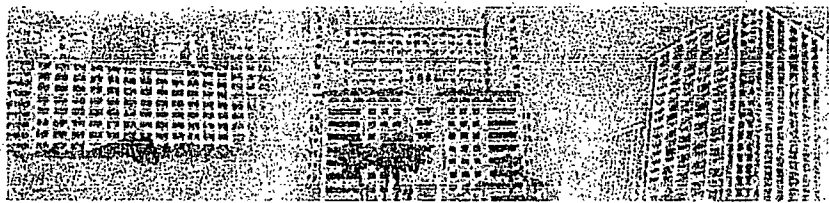
ADDITIONAL PICTURES

EXHIBIT B



Quick Search

Property Class:

Residential
Condo/Townhouse
Land
Multi Family
Commercial/Industrial

City:

Any

Low Price:

No Min

High Price:

No Max

Beds:

Any

Baths:

Any

Specialty Properties

Anderson Ocean Club

Atlantica Resort

Avista Resort

Bayview Resort

Baywatch Resort

Breakers Paradise Tower

Breakers Boutique Resort

Boardwalk Oceanfront Tower

Camelot By The Sea

Caravelle Resort

Caribbean Resort

Compass Cove

Crescent Keyes

Crescent Shores

Dunes Village Resort

Grand Atlantic

Grande Shores

Holiday Inn Pavilion

Holiday Sands at South Beach

Island Vista

Landmark Resort

Long Bay Resort

Mar Vista Grande

Margate @ Kingston Plantation

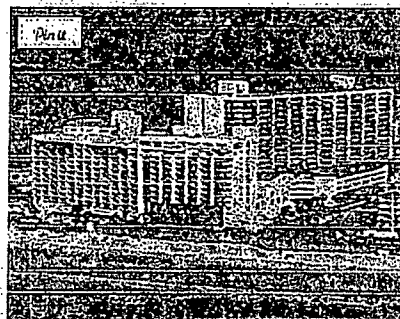
Viewing Listing MLS#

Myrtle Beach, SC 29572.

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[Property Details](#) [Map](#) [Street View](#) [Birdseye](#) [Schools](#)



Price:

████████

Status:

Active

Bathrooms:

1 Full / 0 Half

Square Feet:

400

Area:

Myrtle Beach Area--48Th Ave
N To

MLS#:

████████

Bedrooms:

Efficiency

Class:

Condo/Townhouse

Year Built:

0

County:

Horry

Subdivision:

Sand Dunes Philip

Remarks

DIRECT OCEANFRONT STUDIO CONDO AT THE SAND DUNES RESORT. THIS RESORT IS ONE OF SEVEN UNIQUE SANDS RESORTS. THERE ARE SEVERAL ON SITE RESTAURANTS, A FITNESS CENTER, SPA, INDOOR/OUTDOOR POOLS, AND A FANTASTIC WATER PARK. THE SAND DUNES WATER PARK IS COMPLETE WITH WATER SLIDES AND WATERFALLS. LOCATED JUST MINUTES FROM ALL MYRTLE BEACH ATTRACTIONS, ENTERTAINMENT, DINING, SHOPPING.

Sale Info

Stipulation Of Sale: None

Sale Or Rent: For Sale

HOA Info

HOA: \$0

HOA Monthly: ██████

Bedroom Info

Beds: Efficiency

Baths Info

Master Bath: Shower, Tub, Vanity

Full Baths: 1

Half Baths: 0

Rooms Info

Kitchen: Refrigerator, Microwave

Lot Info

Lot Location: Ocean Front, Inside City Limits, East Of Bus 17

Utilities / HVAC

Utilities Available: Electricity, Water Public, Sewer, Cable TV, Telephone

Waterheater: Electric

Related Listings



\$64,500

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Bob Schreiber of The Hoffman Group



\$79,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Tom Jenkins of Century 21 Strand Group



\$65,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Jason Ellis of Ocean Front Guru Real Estate



\$65,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Jason Ellis of Ocean Front Guru Real Estate

Monterey Bay

North Beach Plantation

Oceans One

Ocean Reef

Paradise Resort

Sand Dunes Resort

Sands Beach Houses

Sands Ocean Club

Sandy Beach Resort

Sea Watch Resort

Southwind

The Pointe



\$56,500

Beds: Efficiency / Baths: 1

Myrtle Beach SC 29577

Provided courtesy of Ryan Korros of Re/max Southern Shores

SqFt Info

Est Heated Sqft: Less than 400

Est Sqft Und Roof: Less than 400

Building Info

Exterior Finish: Concrete/Steel

Exterior Features: Balcony, Pool - Outdoor, Pool - Indoor, Spa/Hot Tub, Elevator

Floor Cover: Tile, Carpeting

Levels: Single Level

Parking Info

Property Info

Unit Building: SAND DUNES PH II

Unit Location: Ocean Front

Area: Myrtle Beach Area--48th Ave N To

Style: HI-Rise 7+ Stories

Location Info

Address: [REDACTED]

Address Num: 201

Address Street: [REDACTED] N

Subdivision: Sand Dunes Phillip

City: Myrtle Beach

County: Horry

State: SC

Zip: 29572

Zip Code 5: 29572

Lat: 33.7426

Lon: -78.8169

Schools

School Elem: Myrtle Beach Elementary School

School Middle: Myrtle Beach Middle School

School High: Myrtle Beach High School

Courtesy of Century 21 The Harrelson Group

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Featured Listings



MLS# 1109531
PRICE: \$82,500
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1110056
PRICE: \$49,900
Myrtle Beach SC
Beds: Efficiency
Baths: 1 Full



MLS# 1303164
PRICE: \$94,000
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1301674
PRICE: \$180,000
Myrtle Beach SC
Beds: 3
Baths: 2 Full



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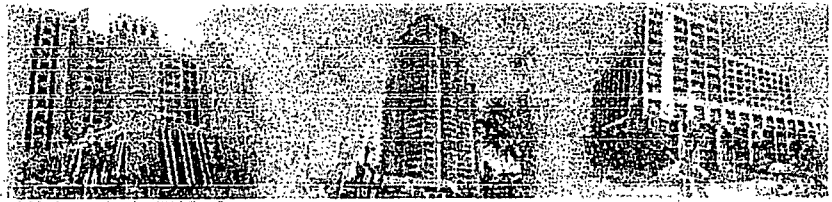
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Quick Search

Property Class:

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Condo/Townhouse
Land
Multi Family
Commercial/Industrial

City:

Any

Low Price:

No Min

High Price:

No Max

Beds:

Any

Baths:

Any

Specialty Properties

Anderson Ocean Club

Atlantica Resort

Avista Resort

Bayview Resort

Baywatch Resort

Breakers Paradise Tower

Breakers Boutique Resort

Boardwalk Oceanfront Tower

Camelot By The Sea

Caravelle Resort

Caribbean Resort

Compass Cove

Crescent Keyes

Crescent Shores

Dunes Village Resort

Grand Atlantic

Grande Shores

Holiday Inn Pavilion

Holiday Sands at South Beach

Island Vista

Landmark Resort

Long Bay Resort

Mar Vista Grande

Margate @ Kingston Plantation

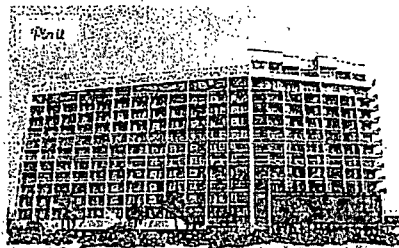
Viewing Listing MLS# [REDACTED]

#2541 Myrtle Beach, SC 29572

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[Property Details](#) | [Map](#) | [Street View](#) | [Birdseye](#) | [Schools](#)



Price:

Status:

Active

Bathrooms:

1 Full / 0 Half

Square Feet:

450

Area:

Myrtle Beach Area--48th Ave
N To

MLS#:

Bedrooms:

Efficiency

Class:

Condo/Townhouse

Year Built:

5

County:

Horry

Subdivision:

Sand Dunes Philip

Remarks

AWESOME OCEANFRONT UNIT IN SANDS DUNES RESORT.

Sale Info

Stipulation Of Sale: None

Sale Or Rent: For Sale

HOA Info

HOA: \$0

HOA Monthly: [REDACTED]

Bedroom Info

Beds: Efficiency

Baths Info

Full Baths: 1

Half Baths: 0

Rooms Info

Kitchen: Refrigerator, Microwave

Lot Info

Lot Location: Ocean Front, Inside City Limits, East Of Bus 17

Utilities / HVAC

Utilities Available: Electricity, Water Public, Sewer, Cable TV,
Telephone, Other

Waterheater: Electric

SqFt Info

Est Heated Sqft: Less than 400

Est Sqft Und Roof: 401-450

Related Listings



\$54,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Eric Wilson of Century 21 The Harrelson Group



\$64,500

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Bob Schreiber of The Hoffman Group



\$85,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Eric Wilson of Century 21 The Harrelson Group



\$79,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Tom Jenkins of Century 21 Strand Group



\$65,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Jason Ellis of Ocean Front Guru Real Estate

Monterey Bay
North Beach Plantation
Oceans One
Ocean Reef
Paradise Resort
Sand Dunes Resort
Sands Beach Houses
Sands Ocean Club
Sandy Beach Resort
Sea Watch Resort
Southwind
The Pointe



Featured Listings



MLS# 1109531
PRICE: \$82,500
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1110056
PRICE: \$49,900
Myrtle Beach SC
Beds: Efficiency
Baths: 1 Full



MLS# 1303164
PRICE: \$94,000
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1301674
PRICE: \$180,000
Myrtle Beach SC
Beds: 3
Baths: 2 Full



Your Profile

Username:

Password:

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Building Info

Exterior Finish: Concrete/Steel

Exterior Features: Balcony, Pool - Outdoor, Pool - Indoor, Handicap Access, Elevator

Floor Cover: Tile, Carpeting

Parking Info

Property Info

Unit Building: Sand Dunes Resort PH II

Unit Location: Ocean Front

Est Age: 31-40 Years

Area: Myrtle Beach Area--48Th Ave N To

Style: HI-Rise 7+ Stories

Location Info

Address: [REDACTED] #2541

Address Direction: N

Address Num: 201

Address Street: [REDACTED]

Subdivision: Sand Dunes Philip

City: Myrtle Beach

County: Horry

State: SC

Zip: 29572

Zip Code 5: 29572

Lat: 33.7426

Lon: -78.8169

Schools

School Elem: Myrtle Beach Elementary School

School Middle: Myrtle Beach Middle School

School High: Myrtle Beach High School

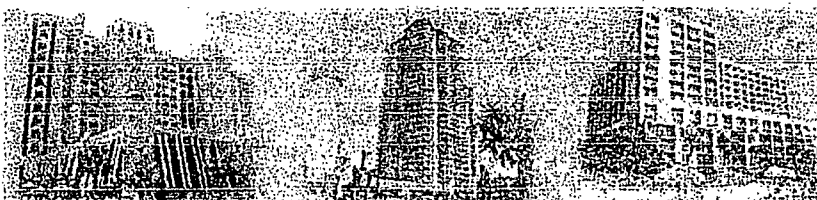
Courtesy of Ocean Front Guru Real Estate

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Quick Search

Property Class:

Residential
Condo/Townhouse
Land
Multi Family
Commercial/Industrial

City:

Any

Low Price:

No Min

High Price:

No Max

Beds:

Any

Baths:

Any

Specialty Properties

Anderson Ocean Club

Atlantica Resort

Avista Resort

Bayview Resort

Baywatch Resort

Breakers Paradise Tower

Breakers Boutique Resort

Boardwalk Oceanfront Tower

Camelot By The Sea

Caravelle Resort

Caribbean Resort

Compass Cove

Crescent Keyes

Crescent Shores

Dunes Village Resort

Grand Atlantic

Grande Shores

Holiday Inn Pavilion

Holiday Sands at South Beach

Island Vista

Landmark Resort

Long Bay Resort

Mar Vista Grande

Margate @ Kingston Plantation

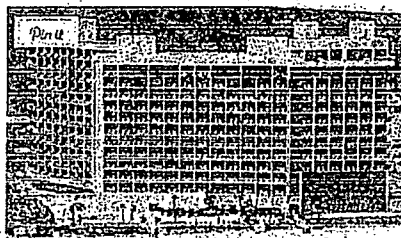
Viewing Listing MLS#

Myrtle Beach, SC 29572

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[Property Details](#) [Map](#) [Street View](#) [Birdseye](#) [Schools](#)



Price:

Status:

Active

Bathrooms:

1 Full / 0 Half

Square Feet:

450

Area:

Myrtle Beach Area--48Th Ave
N To

MLS#:

Bedrooms:

Efficiency

Class:

Condo/Townhouse

Year Built:

10

County:

Horry

Subdivision:

Sand Dunes Philip

Remarks

Direct Oceanfront with South view from balcony is breathtaking! You can see Sky Wheel and more! New TV & chairs 2011. New Mattresses & refrigerator 2013. Sands Resorts offers tons of entertainment, outdoor & indoor pools, health club, Spa, huge water park and lazy river, arcade, Mango's Restaurant, Arcade Pizza & Sub, convenience store. HOA INCLUDES ELECTRIC IN UNIT! Close to Broadway At The Beach, shopping, golf, nightlife, dining, & located in the "Golden Mile" section of Myrtle Beach. Wonderful beach access and one of the very best family area's on the strand.

Sale Info

Stipulation Of Sale: None

Sale Or Rent: For Sale

HOA Info

HOA: \$0

HOA Monthly: \$

Bedroom Info

Beds: Efficiency

Baths Info

Full Baths: 1

Half Baths: 0

Rooms Info

Lot Info

Lot Location: Ocean Front

Utilities / HVAC

Related Listings



\$54,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Eric Wilson of Century 21 The Harrelson Group



\$64,500

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Bob Schreiber of The Hoffman Group



\$79,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Tom Jenkins of Century 21 Strand Group



\$65,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Jason Ellis of Ocean Front Guru Real Estate

Monterey Bay
North Beach Plantation
Oceans One
Ocean Reef
Paradise Resort
Sand Dunes Resort
Sands Beach Houses
Sands Ocean Club
Sandy Beach Resort
Sea Watch Resort
Southwind
The Pointe

 **\$65,000**
Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572
Provided courtesy of Jason Ellis of Ocean Front Guru Real Estate

SqFt Info
Est Heated Sqft: 451-500
Est Sqft Und Roof: 401-450

Building Info
Exterior Finish: Concrete/Steel
Exterior Features: Balcony, Pool - Outdoor, Pool - Indoor, Spa/Hot Tub

Parking Info

Property Info
Unit Location: Ocean Front
Est Age: 21-30 Years
Area: Myrtle Beach Area--48th Ave N To
Style: HI-Rise 7+ Stories

Location Info
Address: [REDACTED]
Address Num: 201
Address Street: [REDACTED]
Subdivision: Sand Dunes Phillip
City: Myrtle Beach
County: Horry
State: SC
Zip: 29572
Zip Code 5: 29572
Lat: 33.742
Lon: -78.817

Schools
School Elem: Myrtle Beach Elementary School
School Middle: Myrtle Beach Intermediate School
School High: Myrtle Beach High School

Courtesy of Infinity Realty Group

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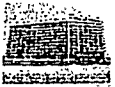
MLS# 1109531
PRICE: \$82,500
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1110056
PRICE: \$49,990
Myrtle Beach SC
Beds: Efficiency
Baths: 1 Full



MLS# 1303164
PRICE: \$94,000
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1301674
PRICE: \$180,000
Myrtle Beach SC
Beds: 3
Baths: 2 Full



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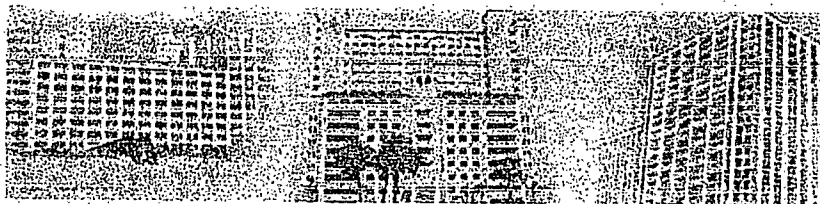
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Quick Search

Property Class:

Residential
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Multi Family
Commercial/Industrial

City:

Any

Low Price:

No Min

High Price:

No Max

Beds:

Any

Baths:

Any

Specialty Properties

Anderson Ocean Club

Atlantica Resort

Avista Resort

Bayview Resort

Baywatch Resort

Breakers Paradise Tower

Breakers Boutique Resort

Boardwalk Oceanfront Tower

Camelot By The Sea

Caravelle Resort

Caribbean Resort

Compass Cove

Crescent Keyes

Crescent Shores

Dunes Village Resort

Grand Atlantic

Grande Shores

Holiday Inn Pavilion

Holiday Sands at South Beach

Island Vista

Landmark Resort

Long Bay Resort

Mar Vista Grande

Margate @ Kingston Plantation

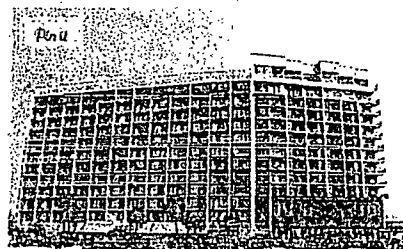
Viewing Listing MLS#

#2541 Myrtle Beach, SC 29572

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[Property Details](#) [Map](#) [Street View](#) [Birdseye](#) [Schools](#)



Price:

Status:

Active

Bathrooms:

1 Full / 0 Half

Square Feet:

450

Area:

Myrtle Beach Area--48Th Ave
N To

MLS#:

Bedrooms:

Efficiency

Class:

Condo/Townhouse

Year Built:

5

County:

Horry

Subdivision:

Sand Dunes Philip

Remarks

AWESOME OCEANFRONT UNIT IN SANDS DUNES RESORT.

Sale Info

Stipulation Of Sale: None

Sale Or Rent: For Sale

HOA Info

HOA: \$0

HOA Monthly: \$

Bedroom Info

Beds: Efficiency

Baths Info

Full Baths: 1

Half Baths: 0

Rooms Info

Kitchen: Refrigerator, Microwave

Lot Info

Lot Location: Ocean Front, Inside City Limits, East Of Bus 17

Utilities / HVAC

Utilities Available: Electricity, Water Public, Sewer, Cable TV,
Telephone, Other

Waterheater: Electric

SqFt Info

Est Heated Sqft: Less than 400

Est Sqft Und Roof: 401-450

Related Listings



\$54,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Eric Wilson of Century 21 The
Harrison Group



\$64,500

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Bob Schreiber of The Hoffman Group



\$85,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Eric Wilson of Century 21 The
Harrison Group



\$79,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Tom Jenkins of Century 21 Strand
Group



\$65,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Jason Ellis of Ocean Front Guru Real
Estate

Monterey Bay
North Beach Plantation
Oceans One
Ocean Reef
Paradise Resort
Sand Dunes Resort
Sands Beach Houses
Sands Ocean Club
Sandy Beach Resort
Sea Watch Resort
Southwind
The Pointe



Featured Listings



MLS# 1109531
PRICE: \$82,500
 Myrtle Beach SC
 Beds: 1
 Baths: 1 Full



MLS# 1110056
PRICE: \$69,900
 Myrtle Beach SC
 Beds: Efficiency
 Baths: 1 Full



MLS# 1303164
PRICE: \$94,000
 Myrtle Beach SC
 Beds: 1
 Baths: 1 Full



MLS# 1301674
PRICE: \$180,000
 Myrtle Beach SC
 Beds: 3
 Baths: 2 Full



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Building Info

Exterior Finish: Concrete/Steel

Exterior Features: Balcony, Pool - Outdoor, Pool - Indoor, Handicap Access, Elevator

Floor Cover: Tile, Carpeting

Parking Info

Property Info

Unit Building: Sand Dunes Resort PH II

Unit Location: Ocean Front

Est Age: 31-40 Years

Area: Myrtle Beach Area--48Th Ave N To

Style: Hi-Rise 7+ Stories

Location Info

Address: [REDACTED] #2541

Address Direction: N

Address Num: 201

Address Street: [REDACTED] #2541

Subdivision: Sand Dunes Philip

City: Myrtle Beach

County: Horry

State: SC

Zip: 29572

Zip Code 5: 29572

Lat: 33.7426

Lon: -78.8169

Schools

School Elem: Myrtle Beach Elementary School

School Middle: Myrtle Beach Middle School

School High: Myrtle Beach High School

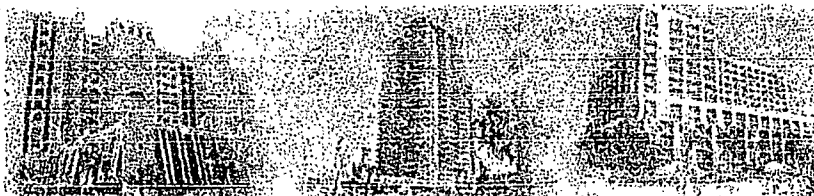
Courtesy of Ocean Front Guru Real Estate

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Land
Multi Family
Commercial/Industrial

City:

Any

Low Price:

No Min

High Price:

No Max

Beds:

Any

Baths:

Any

Specialty Properties

Anderson Ocean Club

Atlantica Resort

Avista Resort

Bayview Resort

Baywatch Resort

Breakers Paradise Tower

Breakers Boutique Resort

Boardwalk Oceanfront Tower

Camelot By The Sea

Caravelle Resort

Caribbean Resort

Compass Cove

Crescent Keyes

Crescent Shores

Dunes Village Resort

Grand Atlantic

Grande Shores

Holiday Inn Pavilion

Holiday Sands at South Beach

Island Vista

Landmark Resort

Long Bay Resort

Mar Vista Grande

Margate @ Kingston Plantation

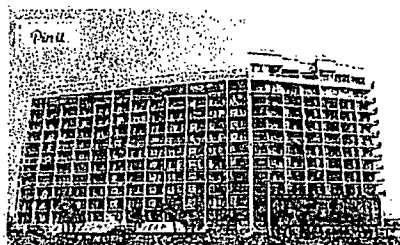
Viewing Listing MLS#

#2542 Myrtle Beach, SC 29572

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[Property Details](#) [Map](#) [Street View](#) [Birdseye](#) [Schools](#)



Related Listings



\$54,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Eric Wilson of Century 21 The Harrelson Group



\$64,500

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Bob Schreiber of The Hoffman Group



\$25,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Eric Wilson of Century 21 The Harrelson Group



\$79,900

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29577

Provided courtesy of Tom Jenkins of Century 21 Strand Group



\$65,000

Beds: Efficiency / Baths: 1
Myrtle Beach SC 29572

Provided courtesy of Jason Ellis of Ocean Front Guru Real Estate

Price:

425,000

Status:

Active

Bathrooms:

1 Full / 0 Half

Square Feet:

450

Area:

Myrtle Beach Area--48Th Ave
N To

MLS#:

130524

Bedrooms:

Efficiency

Class:

Condo/Townhouse

Year Built:

5

County:

Horry

Subdivision:

Sand Dunes Philip

Remarks

AWESOME OCEANFRONT UNIT IN SANDS DUNES RESORT.

Sale Info

Stipulation Of Sale: None

Sale Or Rent: For Sale

HOA Info

HOA: \$0

HOA Monthly: 0

Bedroom Info

Beds: Efficiency

Baths Info

Full Baths: 1

Half Baths: 0

Rooms Info

Kitchen: Refrigerator, Microwave

Lot Info

Lot Location: Ocean Front, Inside City Limits, East Of Bus 17

Utilities / HVAC

Utilities Available: Electricity, Water Public, Sewer, Cable TV, Telephone, Other

Waterheater: Electric

SqFt Info

Est Heated Sqft: Less than 400

Est Sqft Und Roof: 401-450

Monterey Bay
North Beach Plantation
Oceans One
Ocean Reef
Paradise Resort
Sand Dunes Resort
Sands Beach Houses
Sands Ocean Club
Sandy Beach Resort
Sea Watch Resort
Southwind
The Pointe



Featured Listings



MLS# 1109531
PRICE: \$82,500
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1110056
PRICE: \$49,900
Myrtle Beach SC
Beds: Efficiency
Baths: 1 Full



MLS# 1303164
PRICE: \$94,000
Myrtle Beach SC
Beds: 1
Baths: 1 Full



MLS# 1301674
PRICE: \$180,000
Myrtle Beach SC
Beds: 3
Baths: 2 Full



Your Profile

Username:

Password:

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Building Info

Exterior Finish: Concrete/Steel
Exterior Features: Balcony, Pool - Outdoor, Pool - Indoor, Handicap Access, Elevator
Floor Cover: Tile, Carpeting

Parking Info

Property Info

Unit Building: Sand Dunes Resort PH II
Unit Location: Ocean Front
Est Age: 31-40 Years
Area: Myrtle Beach Area--48Th Ave N To
Style: Hi-Rise 7+ Stories

Location Info

Address: [REDACTED] #2542
Address Direction: N
Address Num: 201
Address Street: [REDACTED] #2542
Subdivision: Sand Dunes Phillip
City: Myrtle Beach
County: Horry
State: SC
Zip: 29572
Zip Code 5: 29572
Lat: 33.7426
Lon: -78.8169

Schools

School Elem: Myrtle Beach Elementary School
School Middle: Myrtle Beach Middle School
School High: Myrtle Beach High School

Courtesy of Ocean Front Guru Real Estate

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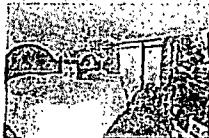
You requested:

1 (Sand Dunes Resort and Spa) room for a 5 night stay, arriving on Sunday April 7, 2013
 departing on Friday, April 12, 2013, to accommodate 1 adult per room

Room Availability

Please select your room below to continue

Sand Dunes Resort & Spa, Oceanfront Efficiency



This oceanfront unit has a terrific view of the Atlantic Ocean and coastline. This unit features two long double beds, small refrigerator, microwave oven, coffee maker, full bathroom with extra vanity and a private balcony.

Best Available Rate

Avg Nightly Rate
 Total Stay (details)

109.00
 545.00

[Book Now](#)

Sand Dunes Resort & Spa, Oceanfront Double



This oceanfront room has a terrific view of the Atlantic Ocean and coastline. This unit features two queen beds, down size refrigerator, microwave oven, coffee maker, full bathroom with extra vanity and a private balcony.

Best Available Rate

Avg Nightly Rate
 Total Stay (details)

111.00
 555.00

[Book Now](#)

Sand Dunes Resort & Spa, Oceanfront 1 Bedroom Suite



This beautiful oceanfront one bedroom suite consists of a bedroom with up to two long double beds, one full bathroom, a kitchenette (stove top, microwave oven, coffee maker, refrigerator), a dining/living room with a queen size sofa sleeper, televisions in each room and a private balcony.

Best Available Rate

Avg Nightly Rate
 Total Stay (details)

149.00
 745.00

[Book Now](#)

Sand Dunes Resort & Spa, Sideview 1 Bedroom Suite



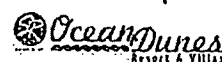
This one bedroom villa suite consists of a bedroom with up to two long double beds, a full bathroom, kitchenette (stove top, microwave oven, coffee maker, refrigerator), a dining/living room with a queen size sofa sleeper, and private balcony where you can see the ocean. This unit also has a view of the water park.

Best Available Rate

Avg Nightly Rate
 Total Stay (details)

119.00
 595.00

Sands Resorts Properties



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Sanddunesresortandspa.com

Sand Dunes Accommodations

**Deluxe Oceanview Room**

This unit has two extra-long double beds, a full bath with extra vanity and a private balcony with a dorm size refrigerator.

[Click image to enlarge](#)

**Junior Suite**

This beautiful oceanfront unit has two extra long double beds, a full bath with extra vanity, a kitchenette, dining area, living room with queen size sleeper sofa and a private balcony.

[Click image to enlarge](#)

**Oceanfront Room**

The view from this room is spectacular with 2 extra long double beds, small refrigerator, full bath with extra vanity and private balcony.

[Click image to enlarge](#)

**Oceanfront Efficiency**

This unit has two extra long double beds, full bath with an extra vanity, a kitchenette and a private balcony.

[Click image to enlarge](#)

SAND Dunes
#2536

**Oceanview One Bedroom Suite**

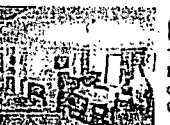
The Oceanview One Bedroom Suite consists of a bedroom with two double beds, 1 full bath, a kitchenette (Stove Top, Microwave, Coffee maker, Refrigerator), a dining/living room with a queen size sofa sleeper, televisions in each room, washer and dryer in the unit, private balcony, and an angled view of the ocean.

[Click image to enlarge](#)

**Oceanview Two Bedroom Executive Suite**

The two bedroom executive is becoming one of the most demanded units. Each unit has 4 extra long double beds (2 in each room), a living area with a queen size sleeper sofa, a dining area, full kitchen, two full bath rooms, and a private balcony. They are also equipped with a washer and dryer.

[Click image to enlarge](#)

**One Bedroom Waterpark View**

The One Bedroom Villa consists of a bedroom with two long double beds, a full bath, a kitchenette (Stove Top, Microwave, Coffee Maker, Refrigerator), a dining/living room with a queen size sofa sleeper, private balcony. This unit has a nice view of the waterpark.

[Click image to enlarge](#)

**Oceanfront Two Bedroom Executive Penthouse**

With its breath taking view of the Atlantic and nestled on the 12th floor, this Oceanfront Penthouse is hard to pass up. You walk into a lavous living room adjoined by a formal dining room. The contemporary kitchen sets off the decor. One bedroom has two extra long double beds and the second has two twins. The master bedroom has a full bath and next to the second bedroom is another full bath.

[Click image to enlarge](#)

**Oceanview Three Bedroom Suite**

This 3 bedroom suite has 5 extra long double beds, a living area with a queen size sleeper sofa, a dining area, kitchenette, two full bathrooms, washer and dryer, and a private balcony.

[Click image to enlarge](#)

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Grand Strand - Myrtle Beach (<http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach>)

Myrtle Beach (<http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach>)

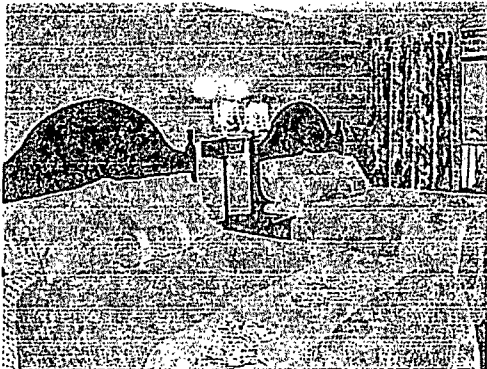
Myrtle Beach Central (<http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central>)

Sand Dunes (<http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central/sand-dunes>)

VRBO Listing #451267

Gorgeous Oceanfront Studio at Sand Dunes on "Golden Mile"

Sand Dunes, Myrtle Beach, South Carolina Vacation Rental by Owner Listing 451267



Location: Sand Dunes, Myrtle Beach Central, Myrtle Beach, Grand Strand - Myrtle Beach, South Carolina, USA View Map

Accommodations: Condo, 1 Bedroom, 1 Bath (Sleeps 2-4)

Specials

WINTER SPECIAL \$150/3 NIGHTS OCT-FEB

We LOVE Myrtle Beach! It is the perfect FAMILY vacation spot! Come have some fun in the sun on our beautiful sandy beaches and abundant golf courses.

Sand Dunes Resort has a reputation for being one of the most fun-filled family resorts in Myrtle Beach. As home of the famous Mango's on the Beach Lounge and Beach Bar, Sand Dunes provides a perfect setting for live entertainment and relaxing good times. Relax in the lounge for a

nice meal after a full day on the golf course or sightseeing, or grab a tropical drink and head to the beachside bar and enjoy the live music.

Condo 2536 is located direct oceanfront studio on the 5th floor with amazing views of the beach and ocean. Just open the sliding glass doors, sit on the balcony and relax to the comforting sounds of the beautiful sea. The newly furnished tropical decor of this condo will set the mood for a relaxing beach vacation.

This condo comes equipped with a full kitchen which includes a 2 burner ceramic cooktop, small refrigerator, microwave, coffee pot, and any pots, pans and dinnerware you will need. It will sleep 4 with 2 new queen sized beds.

Within the resort, you will find Mango's at the Beach Lounge and Beach Bar, one of the area's most popular outdoor beach bars with tropical drinks and live music. You can listen to the music while relaxing on the beach, around the pool or party down with the crowd around the bar. And if the music really moves you, get up and groove on the beachfront dance floor or even in the sand if you prefer. There is also the ATLANTIS SPA which offers massages, facials, manicures and more. For nightly fun and entertainment, visit the lounge with nightly happy hour, karaoke and dancing.

The onsite amenities include both indoor and outdoor pools, a lazy river, whirlpool and sauna. Come in from the beach for lunch at River City Cafe (a personal favorite of ours) for some of the best burgers on the beach, located in front of the resort. Kids will love Arcade Pizza and Wings, a fun place to hang out, have some great pizza and play some games. Within the resort, there is a gift shop/convenience store and internet computer kiosks are set up in the lobby for your use, wifi free throughout the resort.

We provide linens and towels for your stay. There are laundry facilities within the building if needed. Thank you for your inquiries and we hope to see you visiting our beautiful beach!

JUST READ ALL OF OUR GREAT REVIEWS FROM OUR PAST GUESTS!

Click on our personal website to view additional pictures.

THIS UNIT IS A NON-SMOKING UNIT and you must be at least 25 years old to rent PROOF OF AGE REQUIRED!

****MYRTLE BEACH FALL BIKE RALLY 9/29-10/3/2010*****

****MYRTLE BEACH SPRING BIKE RALLY 5/13-5/22/2011*****

Nightly rates
\$23 - \$135

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MOTORCYCLES ARE ALLOWED AT THIS RESORT

Vacation Rental Features

<i>Property Type</i>	Condo	On floor 5
<i>Accommodation Type</i>	Vacation Rental	
<i>Bedrooms</i>	1 Bedrooms, Sleeps 4, Beds for 2-4	
	Bedroom 1	
	2 queen	
<i>Bathrooms</i>	1.0 Bathrooms	
	Bathroom 1	
<i>Outdoor Features</i>	Beach Chairs : 2	
<i>Location & View</i>	Oceanfront	
<i>Activities</i>	Fitness Center	
<i>Other Activities</i>	Ripley's Aquarium, Believe It or Not Museum, Haunted Adventure and 4-D moving theater, Imax Theater, ice cream shops, outlet malls, seafood restaurants, water sports, Miniature Golf, Indoor Miniature Golf, championship golf, Casino Boats, shopping, gourmet dining, concerts, live theater, Dolphin Sighting Cruises, Fishing Charters, freshwater fishing, Family Kingdom amusement park, water parks, museum, fitness center, day spas, jet ski rentals, para sailing, windsurfing, kayaking, biking, shelling, surfing, swimming, Myrtle Beach Pelicans professional baseball team, Broadway at the Beach, Barefoot Landing, Tanger Outlet Centers, Alligator Adventure, Alabama Theatre, Dolly Parton's Pirates Voyage, Fun, Feast and Adventure, Carolina Opry, House of Blues, Medieval Times Dinner & Tournament Show, Le Grande Cirque, Legends in Concert, Banana Boat Rides, Brookgreen Gardens, Huntington State Park and much more!	

Rate Details (In US Dollars)

Personal Currency Assistant™

Rental Basis: Per property

Rental rates quoted in: US Dollars

Rate Period	Nightly	Weekend Night	Weekend	Weekly	Monthly	Event	Minimum Stay
Base Rate	\$135						3 nights

Rate Period	Nightly	Weekend Night	Weekend	Weekly	Monthly	Event	Minimum Stay
Winter Oct 1 - Feb 28	\$65			\$425	\$700		3 nights
Early Spring Mar 1 - Mar 22	\$70			\$475			3 nights
Discounts: 14 nights or more \$61 nightly							
Spring Mar 23 - Apr 6	\$90			\$600			3 nights
Discounts: 14 nights or more \$77 nightly							
Late Spring Apr 7 - May 10	\$80			\$550			3 nights
Discounts: 14 nights or more \$71 nightly							
Early Summer May 11 - Jun 7	\$105			\$700	\$2520		3 nights
Summer Jun 8 - Aug 16	\$135			\$900			3 nights
Discounts: 14 nights or more \$116 nightly							
Late Summer Aug 17 - Sep 2	\$105			\$700			3 nights
Discounts: 14 nights or more \$90 nightly							
Fall Sep 3 - Sep 30	\$70			\$475			3 nights

Discounts: 14 nights or more \$61 nightly

* Approximate Monthly rates, actual rate will depend on the days of the month you stay

Additional information about rental rates

- Reservations are not confirmed until down payment and photo ID are received.
- In the summer months, rental nights less than a week must all fall within the same rental week and not carry over into the next week.

Fees:

Departure Clean fee	\$50 + tax
Tax Rate	13%

Cancellation Policy:

THIS IS A NON-SMOKING CONDO!!! IF THE CONDO IS FOUND TO HAVE BEEN SMOKED IN, THERE WILL BE AN ADDITIONAL CHARGE TO YOUR ACCOUNT. CANCELLATIONS: A THIRTY DAY NOTICE IS REQUIRED FOR CANCELLATIONS. CANCELLATIONS THAT ARE MADE MORE THAN THIRTY DAYS PRIOR TO ARRIVAL WILL INCUR NO PENALTY. CANCELLATIONS OR CHANGES THAT RESULT IN A SHORTENED STAY, THAT ARE MADE WITHIN THIRTY DAYS OF THE ARRIVAL, FORFEIT THE FULL ADVANCE PAYMENT & DEPOSIT UNLESS THE CONDO IS RE-RENTED. IF THE CONDO IS RE-RENTED FOR THE RESERVATION DATES, YOU WILL BE GIVEN A FULL REFUND. EARLY DEPARTURE DOES NOT WARRANT ANY REFUND OF RENT OR DEPOSIT UNLESS IT IS AN EMERGENCY. IN CASE OF A HURRICANE, REFUNDS WILL BE GIVEN IF THERE IS A "MANDATORY" EVACUATION ORDER GIVEN FOR THE AREA THAT THE CONDO IS LOCATED IN. AT THAT TIME, REFUNDS WILL BE GIVEN ON ANY: A. UNUSED PORTION OF RENT FROM A GUEST STAYING DURING THE EVACUATION B. UNUSED PORTION OF RENTS PAID FOR GUESTS DUE TO ARRIVE DURING EVACUATION OR WARNING PERIOD CHECK-IN 3:00PM CHECK-OUT 10:00AM PLEASE BE ADVISED THAT YOUR RESERVATION WILL NOT BE BOOKED UNTIL THE DEPOSIT IS RECEIVED, THEREFORE, UP UNTIL THAT TIME IT CAN STILL BE BOOKED BY ANOTHER RENTER. Once payment in full is received, you will be sent a confirmation via email with check-in instructions, an map and links to area attractions. If you are just paying a deposit, final payment is due at least 30 days and can be paid by either mailing in a check or, if you prefer to pay by credit card, please contact me for another

paypal invoice at that time. ALONG WITH THE DEPOSIT, YOU WILL NEED TO FAX (843-249-2876 attention Matt Becker) OR EMAIL A COPY OF YOUR DRIVER'S LICENSE TO US. We provide a set of linens/towels to use during your stay. There are laundry facilities within the building if needed. Please leave unit in same condition as it was upon arrival. Any missing or damaged items during your stay should be replaced by you or replacements will be charged to your account.

You may receive a refund of up to 100% of your total rental payment if you provide written notice of cancellation at least 30 days prior to your arrival date.

This owner accepts HomeAway's most secure form of payment:

HomeAway Payments™ is the most secure way to pay and automatically protects your payment up to \$10,000 (learn more (<http://www.homeaway.com/info/security?Travelers>)). Call the owner directly to confirm payment details.

Before contacting us, please check our calendar (<http://www.vrbo.com/451267/calendar>) for your desired dates

Email Manager Primary: +1 843-283-3517
Secondary: +1 843-390-0346

Note: Each property is individually owned or managed.

Map & Owner's Profile

Year Purchased: 2012

About the owner: Owned by Mr. & Mrs. [REDACTED] Managed by Karen Becker at Ocean Breeze Beach Vacations

Nearest Airport: MYR Myrtle Beach International at 8 Miles

Nearest Golf: Grand Dunes at 3 Miles

Property Photos



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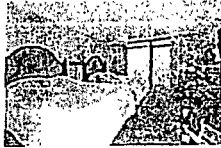
You requested:

1 (Sand Dunes Resort and Spa) room for a 7 night stay, arriving on Wednesday, June 5, 2013 departing on Wednesday, June 12, 2013, to accommodate 1 adult per room.

Room Availability

Please select your room below to continue.

Sand Dunes Resort & Spa, Oceanfront Efficiency



This oceanfront unit has a terrific view of the Atlantic Ocean and coastline. This unit features two long double beds, small refrigerator, microwave oven, coffee maker, full bathroom with extra vanity and a private balcony.

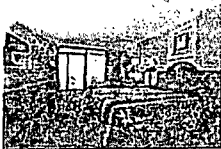
Best Available Rate

Avg Nightly Rate
 Total Stay (details)

119.00
 833.00

[Book Now](#)

Sand Dunes Resort & Spa, Oceanfront Double



This oceanfront room has a terrific view of the Atlantic Ocean and coastline. This unit features two queen beds, dorm size refrigerator, microwave oven, coffee maker, full bathroom with extra vanity and a private balcony.

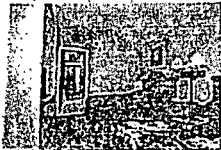
Best Available Rate

Avg Nightly Rate
 Total Stay (details)

120.43
 843.00

[Book Now](#)

Sand Dunes Resort & Spa, Oceanfront 1 Bedroom Suite



This beautiful oceanfront one bedroom suite consists of a bedroom with up to two long double beds, one full bathroom, a kitchenette (stove top, microwave oven, coffee maker, refrigerator), a dining/living room with a queen size sofa sleeper, televisions in each room and a private balcony.

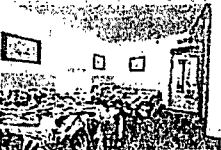
Best Available Rate

Avg Nightly Rate
 Total Stay (details)

177.57
 1243.00

[Book Now](#)

Sand Dunes Resort & Spa, Sideview 1 Bedroom Suite



This one bedroom villa suite consists of a bedroom with up to two long double beds, a full bathroom, kitchenette (stove top, microwave oven, coffee maker, refrigerator), a dining/living room with a queen size sofa sleeper, and private balcony where you can see the ocean. This unit also has a view of the water park.

Best Available Rate

Avg Nightly Rate
 Total Stay (details)

139.00
 973.00

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[Visit Ocean Forest Villas »](#)



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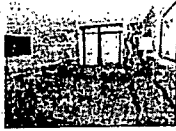
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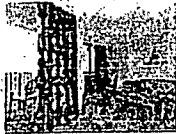
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Sand Dunes Accommodations

**Deluxe Oceanview Room**

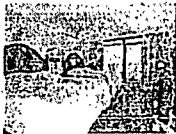
This unit has two extra long double beds, a full bath with extra vanity and a private balcony with a dorm size refrigerator.
Click image to enlarge

**Junior Suite**

This beautiful oceanfront unit has two extra long double beds, a full bath with extra vanity, a kitchenette, dining area, living room with queen size sleeper sofa and a private balcony.
Click image to enlarge

**Oceanfront Room**

The view from this room is spectacular with 2 extra long double beds, small refrigerator, full bath with extra vanity and private balcony.
Click image to enlarge

**Oceanfront Efficiency**

This unit has two extra long double beds, full bath with an extra vanity, a kitchenette and a private balcony.
Click image to enlarge

**Oceanview One Bedroom Suite**

The Oceanview One Bedroom Suite consists of a bedroom with two double beds, 1 full bath, a kitchenette (Stove Top, Microwave, Coffee maker, Refrigerator), a dining/living room with a queen size sofa sleeper, televisions in each room, washer and dryer in the unit, private balcony, and an angled view of the ocean.
Click image to enlarge

**Oceanview Two Bedroom Executive Suite**

The two bedroom executive is becoming one of the most demanded units. Each unit has 4 extra long double beds (2 in each room), a living area with a queen size sleeper sofa, a dining area, full kitchen, two full bath rooms and a private balcony. They are also equipped with a washer and dryer.
Click image to enlarge

**One Bedroom Waterpark View**

The One Bedroom Villa consists of a bedroom with two long double beds, a full bath, a kitchenette (Stove Top, Microwave, Coffee Maker, Refrigerator), a dining/living room with a queen size sofa sleeper, private balcony. This unit has a nice view of the waterpark.
Click image to enlarge

**Oceanfront Two Bedroom Executive Penthouse**

With its breath taking view of the Atlantic and nestled on the 12th floor, this Oceanfront Penthouse is hard to pass up. You walk into a lavious living room adjoined by a formal dining room. The contemporary kitchen sets off the decor. One bedroom has two extra long double beds and the second has two twins. The master bedroom has a full bath and next to the second bedroom is another full bath.
Click image to enlarge

**Oceanview Three Bedroom Suite**

This 3 bedroom suite has 5 extra long double beds, a living area with a queen size sleeper sofa, a dining area, kitchenette, two full bathrooms, washer and dryer, and a private balcony.
Click image to enlarge

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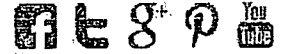
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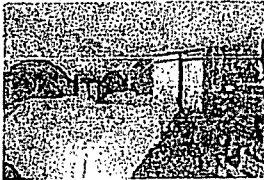
You requested:

1 (Sand Dunes Resort and Spa) room for a 7 night stay, arriving on Saturday, June 1, 2013 departing on Saturday, June 8, 2013, to accommodate 3 adults per room.

Room Availability

Please select your room below to continue.

Sand Dunes Resort & Spa, Oceanfront Efficiency



This oceanfront unit has a terrific view of the Atlantic Ocean and coastline. This unit features two long double beds, small refrigerator, microwave oven, coffee maker, full bathroom with extra vanity and a private balcony.

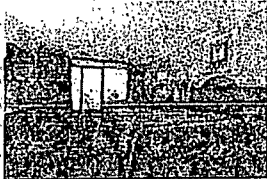
Best Available Rate

Avg Nightly Rate
Total Stay (details)

94.71
663.00

[Book Now](#)

Sand Dunes Resort & Spa, Oceanfront Double



This oceanfront room has a terrific view of the Atlantic Ocean and coastline. This unit features two queen beds, dorm size refrigerator, microwave oven, coffee maker, full bathroom with extra vanity and a private balcony.

Best Available Rate

Avg Nightly Rate
Total Stay (details)

97.57
683.00

[Book Now](#)

Sand Dunes Resort & Spa, Oceanfront 1 Bedroom Suite



The oceanview one bedroom suite consists of a bedroom with two double beds, one full bathroom, a kitchenette (stove top, microwave oven, coffee maker, refrigerator), a dining/living room with a queen size sofa sleeper, televisions in each room, washer and dryer in the unit, private balcony, and an angled view of the ocean.

Best Available Rate

Avg Nightly Rate
Total Stay (details)

144.71
1013.00

[Book Now](#)

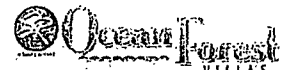
Sands Resorts Properties



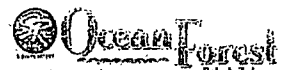
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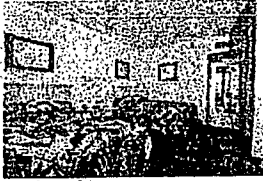


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our rental
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Sand Dunes Resort & Spa, Sideview 1 Bedroom Suite

This one bedroom villa suite consists of a bedroom with up to two long double beds, a full bathroom, kitchenette (stove top, microwave oven, coffee maker, refrigerator), a dining/living room with a queen size sofa sleeper, and private balcony where you can see the ocean. This unit also has a view of the water park.

Best Available Rate

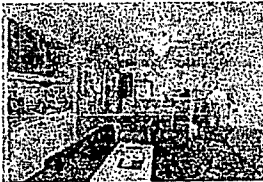
 Avg Nightly Rate
 Total Stay (details)

 114.71
 803.00
[Book Now](#)**Sand Dunes Resort & Spa, Oceanview 3 Bedroom Suite**

This three bedroom executive suite has up to five extra long double beds, a living area with a queen size sleeper sofa, a dining area, kitchenette, two full bathrooms, washer and dryer, and a private balcony. This unit is great for a family get-a-way.

Best Available Rate

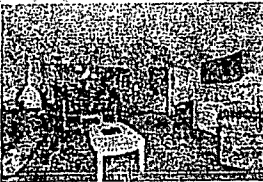
 Avg Nightly Rate
 Total Stay (details)

 234.71
 1643.00
[Book Now](#)**Sand Dunes Resort & Spa, Oceanview 3 Bedroom Suite**

This three bedroom executive suite has up to five extra long double beds, a living area with a queen size sleeper sofa, a dining area, kitchenette, two full bathrooms, washer and dryer, and a private balcony. This unit is great for a family get-a-way.

Best Available Rate

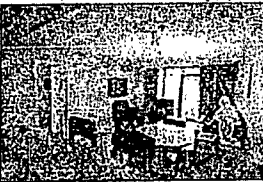
 Avg Nightly Rate
 Total Stay (details)

 234.71
 1643.00
[Book Now](#)**Sand Dunes Resort & Spa, Oceanview 2 Bedroom Suite**

This two bedroom executive suite is becoming one of our most demanded units. Each unit has up to four extra long double beds (two in each bedroom), a living area with a queen size sleeper sofa, a dining area, full kitchen, two full bathrooms and a private balcony. They are also equipped with a washer and dryer.

Best Available Rate

 Avg Nightly Rate
 Total Stay (details)

 224.71
 1573.00
[Book Now](#)**Sand Dunes Resort & Spa, Oceanview 1 Bedroom Suite**

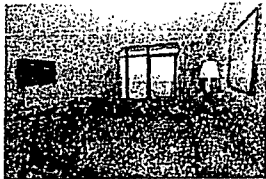
This beautiful oceanfront one bedroom suite consists of a bedroom with up to two long double beds, a full bathroom, kitchenette (stove top, microwave oven, coffee maker, refrigerator), a dining/living room with a queen size sofa sleeper, and private balcony.

Best Available Rate

 Avg Nightly Rate
 Total Stay (details)

 144.71
 1013.00
[Book Now](#)

Sand Dunes Resort & Spa, Oceanview Double



This room offers two extra long double beds, small refrigerator, microwave oven, coffee maker, full bathroom and a private balcony, and is a great value.

Best Available Rate

Avg Nightly Rate	74.71
Total Stay (details)	523.00
Book Now	

[Change Request](#)

Arrival Date: Select Month Day Year Sand Dunes Resort Promo:

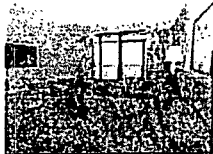
Nights: 1

Book Your Inclusive Vacation Today!

Rooms: 1 Adults: 1 Children (17 & under): 0 Check

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Sand Dunes Accommodations



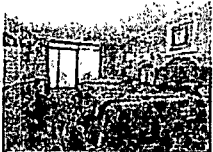
Deluxe Oceanview Room

This unit has two extra long double beds, a full bath with extra vanity and a private balcony with a dorm size refrigerator.
[Click image to enlarge](#)



Junior Suite

This beautiful oceanfront unit has two extra long double beds, a full bath with extra vanity, a kitchenette, dining area, living room with queen size sleeper sofa and a private balcony.
[Click image to enlarge](#)



Oceanfront Room

The view from this room is spectacular with 2 extra long double beds, small refrigerator, full bath with extra vanity and private balcony.
[Click image to enlarge](#)



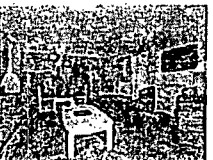
Oceanfront Efficiency

This unit has two extra long double beds, full bath with an extra vanity, a kitchenette and a private balcony.
[Click image to enlarge](#)



Oceanview One Bedroom Suite

The Oceanview One Bedroom Suite consists of a bedroom with two double beds, 1 full bath, a kitchenette (Stove Top, Microwave, Coffee maker, Refrigerator), a dining/living room with a queen size sofa sleeper, televisions in each room, washer and dryer. In the unit, private balcony, and an angled view of the ocean.
[Click image to enlarge](#)



Oceanview Two Bedroom Executive Suite

The two bedroom executive is becoming one of the most demanded units. Each unit has 4 extra long double beds (2 in each room), a living area with a queen size sleeper sofa, a dining area, full kitchen, two full bath rooms and a private balcony. They are also equipped with a washer and dryer.
[Click image to enlarge](#)



One Bedroom Waterpark View

The One Bedroom Villa consists of a bedroom with two long double beds, a full bath, a kitchenette (Stove Top, Microwave, Coffee Maker, Refrigerator), a dining/living room with a queen size sofa sleeper, private balcony. This unit has a nice view of the waterpark.
[Click image to enlarge](#)

Customer Reviews

[Click here to share your Sand Dunes Resort Experience!](#)



Sand Dunes
Resort & Spa

Like 5,630



Calendar

<<	Feb 2013							>>
M	T	W	T	F	S	S		
28	29	30	31	1	2	3		
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	1	2	3		

Events

Styx coming to House of Blues
16 Feb 13
North Myrtle Beach
Horry Georgetown Home
Show - Public Event
22 Feb 13
Myrtle Beach
Robotics Competition - Public
Event
28 Feb 13
Myrtle Beach
Buddy Guy & Jonny Lang
2 Mar 13
North Myrtle Beach
TENACIOUS D - Old School
Acoustic Style
9 Mar 13
North Myrtle Beach
all events

EXHIBIT D

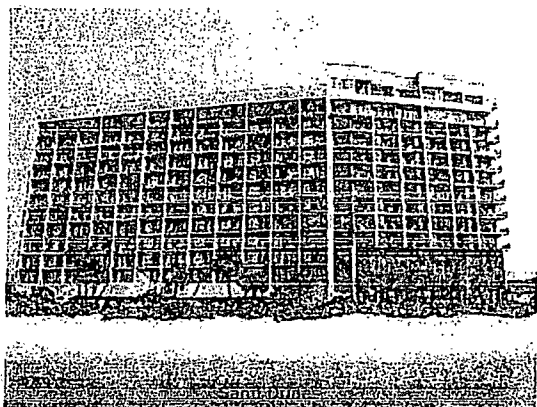
(1)

[Traveler login](#)[Owner login \(/Accounts.mvc/OwnerDash\)](#)[List your property \(http://www.vrbo.com/cart/signup\)](#)[Rental Guarantee \(http://guarantee.homeaway.com/vrbo/\)](http://guarantee.homeaway.com/vrbo/)[Advantages \(http://www.vrbo.com/global/advantages.htm\)](http://www.vrbo.com/global/advantages.htm)[Community \(http://vacationrentals.vrbo.com/owner-community\)](http://vacationrentals.vrbo.com/owner-community)[Help \(http://help.homeaway.com?brand=vrbo&type=traveler\)](http://help.homeaway.com?brand=vrbo&type=traveler)[Home \(http://www.vrbo.com\)](http://www.vrbo.com)[USA \(http://www.vrbo.com/vacation-rentals/usa\)](http://www.vrbo.com/vacation-rentals/usa)[South Carolina \(http://www.vrbo.com/vacation-rentals/usa/south-carolina\)](http://www.vrbo.com/vacation-rentals/usa/south-carolina)[Grand Strand - Myrtle Beach \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach\)](http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach)[Myrtle Beach \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach\)](http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach)[Myrtle Beach Central \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central\)](http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central)[Sand Dunes \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central/sand-dunes\)](http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central/sand-dunes)

VRBO Listing #302098

Oceanfront 1 Bedroom Condo- Sand Dunes Resort

Sand Dunes, Myrtle Beach, South Carolina Vacation Rental by Owner Listing 302098



Location: Sand Dunes, Myrtle Beach Central, Myrtle Beach, Grand Strand - Myrtle Beach, South Carolina, USA (Sand Dunes Resort) [View Map](#)

Accommodations: Condo, 1 Bedroom + Convertible bed(s), 1 Bath (Sleeps 4-6)

Experience the scents and sounds of the ocean from the balcony of this beautiful oceanfront 1 bedroom/1 bath condo located at The Sand Dunes Resort.

This nicely appointed condo features a fully-equipped kitchen with full size refrigerator, microwave, dishwasher and stove top. Spacious bedroom (two extra long doubles) and sleeper sofa sleeps up to 6 people comfortably. Curl up with a good book on the oceanfront balcony, relax by the pool side or tickle your tootsies in the beautiful

blue waters of the Atlantic.

Keywords: Sand Dunes Resort, Oceanfront, Condo, 1BR, Vacation Rental

Vacation Rental Features

Property Type	Condo	On floor: 8
----------------------	-------	-------------

Accommodation Type	Vacation Rental
---------------------------	-----------------

Meals	Guests Provide Their Own Meals
--------------	--------------------------------

Suitability	Minimum Age Limit For Renters : Must be 21 or	Pets Not Allowed
--------------------	---	------------------

First name

Last name

Email address:

Re-Enter Email Address

Phone number

Arrival

Departure

Adults

Children

Message to manager

(500 characters)

☒ Save info for other inquiries**Submit**

By clicking 'Submit' you are agreeing to our Terms and Conditions (<http://www.vrbo.com/global/termsandconditions.htm>)

[View Owner's Profile](#)**This owner accepts:**

olden

Children Welcome

Non Smoking Only

Learn More

(<http://www.homeaway.com/Info/security?Travelers>)

Bedrooms

1 Bedrooms, Sleeps 6, Beds for 4-6

Bedroom 1

Convertible bed(s)

Double Beds (2), Sleep Sofa or Futons (1)

Bathrooms

1.0 Bathrooms

Bathroom 1

Kitchen & Dining

Dining Area Seats : 0

Kitchen

Cooking Utensils

Dishwasher

Refrigerator

Microwave

Amenities

Covered Parking

Air Conditioning

Linens Provided

Entertainment

Satellite / Cable

Shared Hot Tub

Communications

Wireless Internet

Pool & Spa

Sauna

Communal Pool

Outdoor Features

Balcony

Location & View

Beach View

Beachfront

Ocean View

Oceanfront

Activities

Botanical Garden

Massage Therapist

Medical Services



Fitness Center

Groceries

Hospital

Laundromat

ATM/Bank

Snorkeling/Diving

Parasailing

Racquetball

Swimming

Tennis

Scuba Diving Or Snorkeling

Surfing

Golf

Wind-Surfing

Water Skiing

Paragliding

Roller Blading

Sailing

Cycling

Fishing

Basketball Court

Pier Fishing

Kayaking

Wildlife Viewing

Snorkeling

Shopping

Miniature Golf

Churches

Cinemas

Library	Marina
Museums	Playground
Recreation Center	Theme Parks
Water Parks	Restaurants
Ruins	Synagogues
Winery Tours	Zoo
Health/Beauty Spa	Live Theater
Antiquing	Walking
Horseback Riding	Outlet Shopping
Boating	Beachcombing
Bird Watching	Gambling Casinos
Sight Seeing	Shelling
Jet Skiing	

Other Activities

The Sand Dunes Resort is centrally located, making it within minutes to all of the area's many shopping, dining and entertainment venues. Nearby attractions include The Tanger Outlets, Broadway at the Beach, Barefoot Landing, Carolina Opry, Pirates Voyage, The Sky Wheel and much, much more!

Rate Details (In US Dollars)**Personal Currency Assistant™****Spring Rates**

04/06/13-04/13/13	\$ 264.00	plus taxes and check out cleaning
04/13/13-04/20/13	\$ 264.00	plus taxes and check out cleaning
04/20/13-04/27/13	\$ 264.00	plus taxes and check out cleaning
05/04/13-05/11/13	\$ 420.00	plus taxes and check out cleaning
05/11/13-05/18/13	\$ 420.00	plus taxes and check out cleaning
05/18/13-05/25/13	\$ 435.00	plus taxes and check out cleaning
05/25/13-06/01/13	\$ 800.00	plus taxes and check out cleaning

Note: Until confirmed, rates are subject to change without notice.

This owner accepts: Credit cards.

Call the owner directly to confirm reservation details and pay with an approved method (credit card, check, or bank transfer), to protect your payment up to \$1,000.

Dates available: Year Round

Before contacting us, please check our calendar (<http://www.vrbo.com/302098/calendar>) for your desired dates.

Email Manager ()

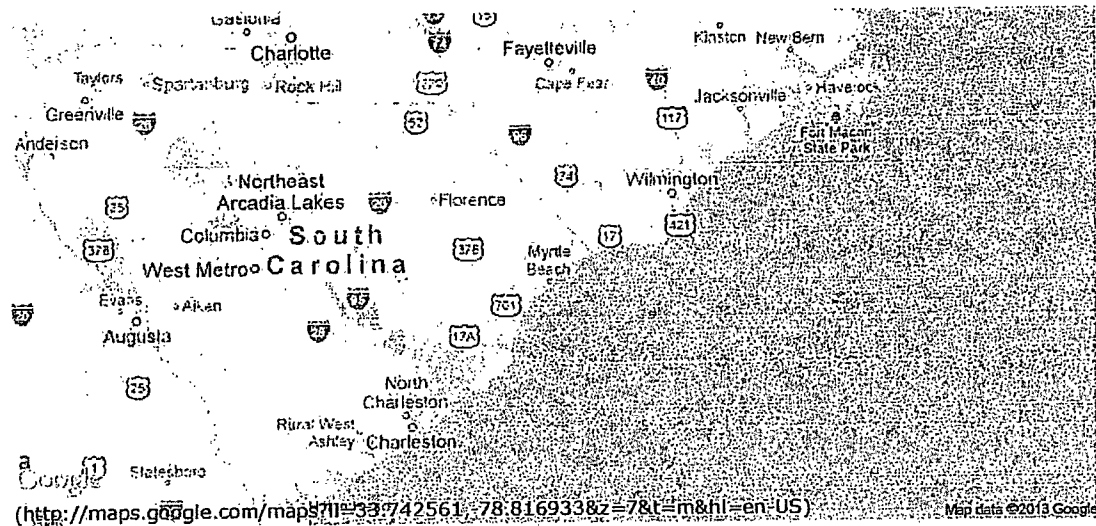
Note: Each property is individually owned or managed.

Map & Owner's Profile

Year Purchased: 1999

Why the Owner Chose Sand Dunes:

Love the location along the golden mile and all the amenities Sand Dunes has to offer.



Nearest Airport: Myrtle Beach International Airport at 10 Miles

Nearest Motorway: Hwy 501 at 5 Miles

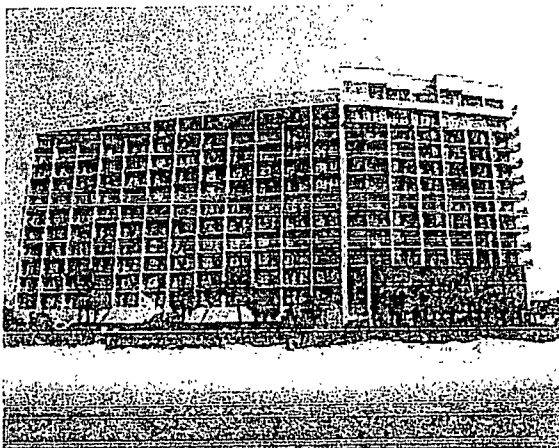
Nearest Beach: Myrtle Beach at Sand Dunes

Nearest Barpub: Hurricane Maggies at 1 Miles

Nearest Golf: Cane Patch Par 3 at 1 Miles

Nearest Restaurant: Bone Fish Grill at 1 Miles

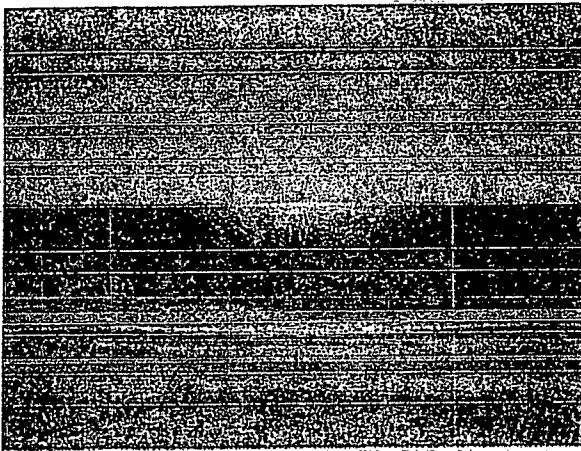
Property Photos



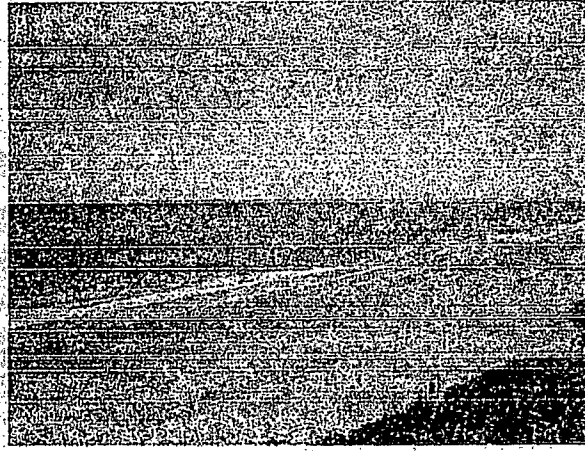
Sand Dunes



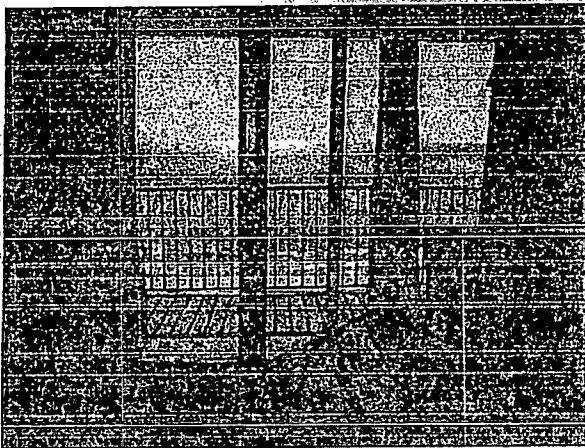
Northern Coastline Balcony View



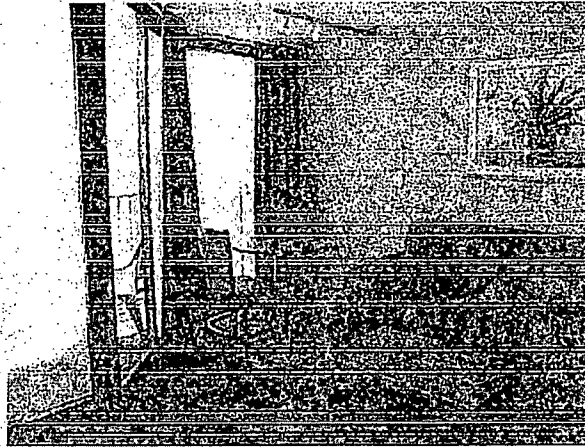
Direct Oceanfront Balcony View



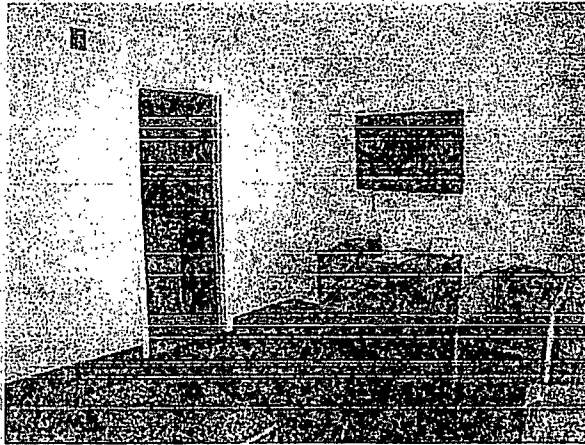
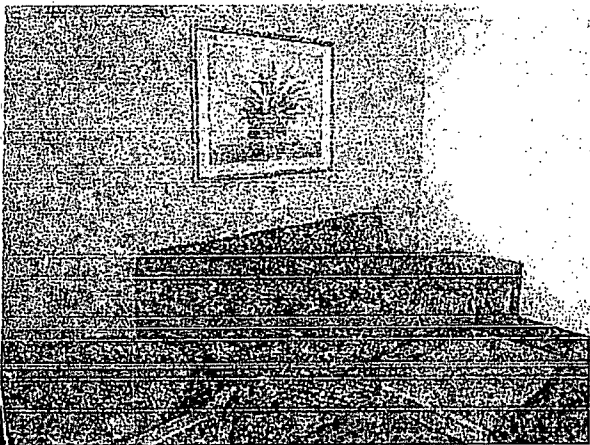
Southern Coastline Balcony View

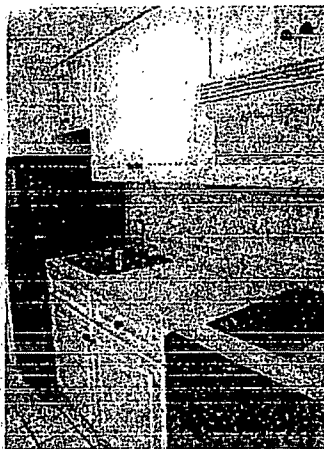


View Off Ocean From Living Room

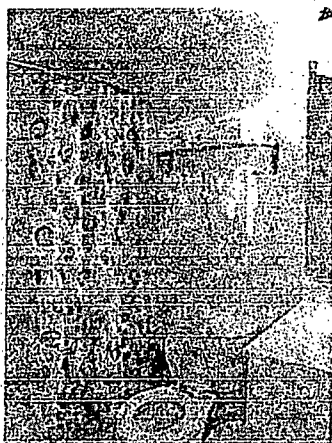


Living/Dining Area





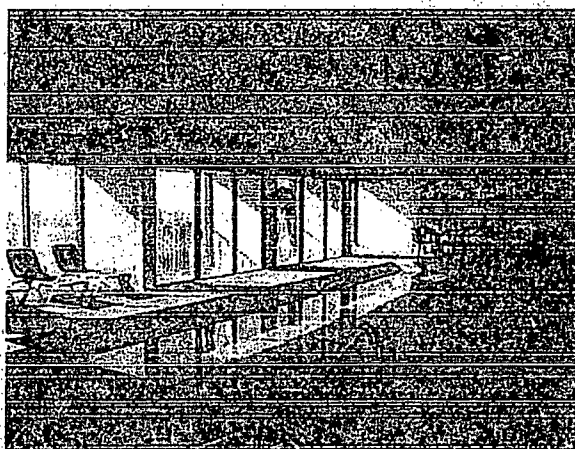
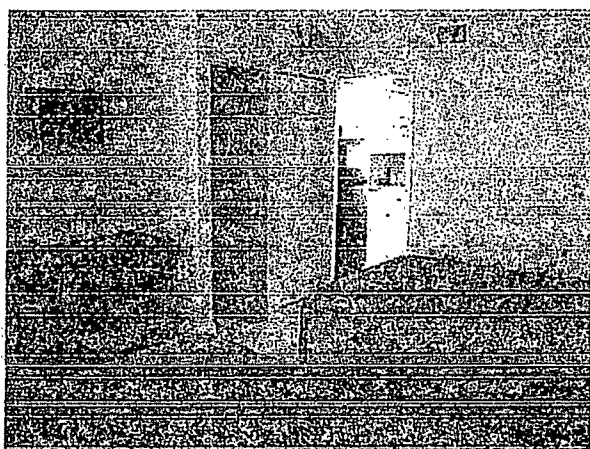
Galley Kitchen



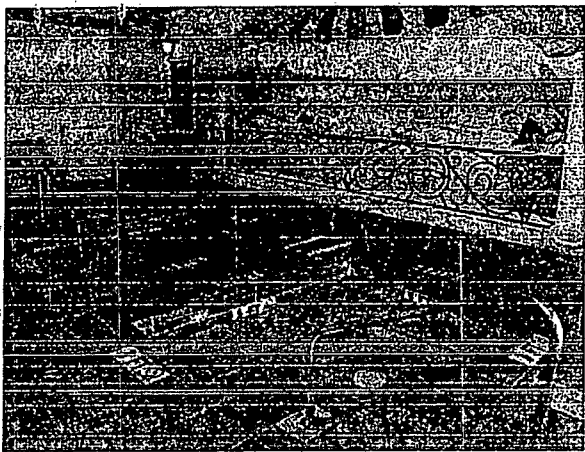
Bathroom



Bedroom



Indoor Pool



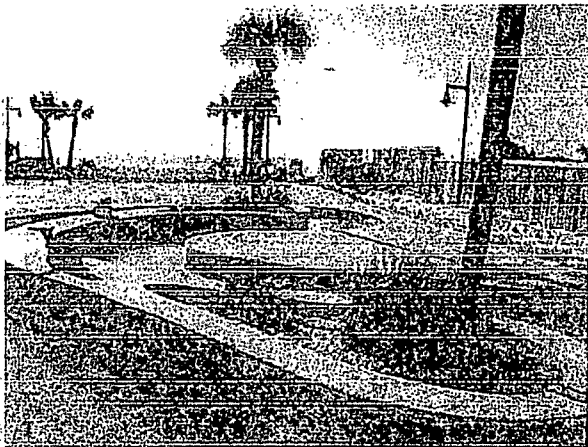
Indoor Jacuzzi



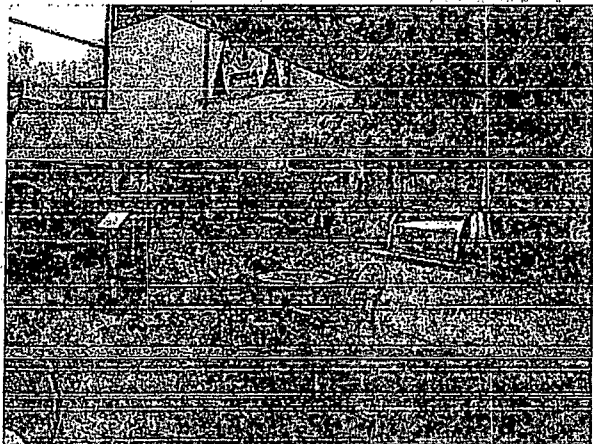
Sauna



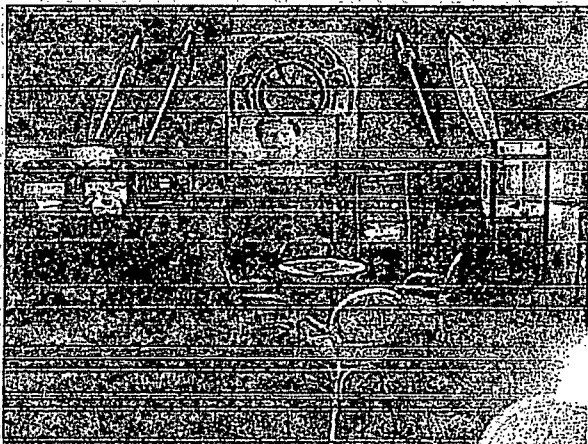
Outdoor Pool



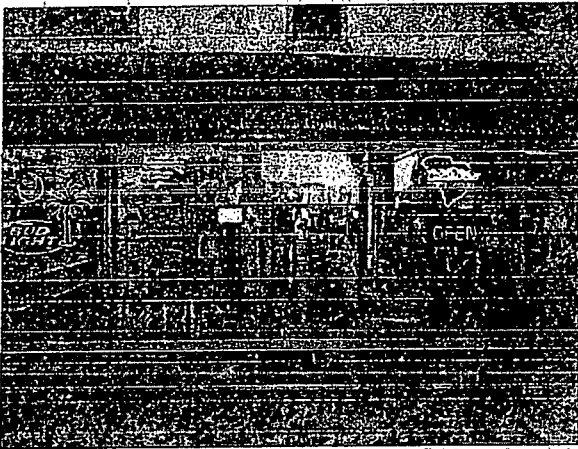
Outdoor Lazy River



Food Court/Snack Bar



Arcade



Onsite Convenience Store

Traveler Reviews (8)

4/5

Great Vacation

Guest: Christi9 (Louisville, Ky.)

Date of Stay: 06/09/12 Review Submitted: 09/20/12

My family of 5 stayed in June and had a wonderful time! The resort was very nice with plenty of do. The condo itself was nice. I would have preferred it to be a little more updated possibly by bedding and outside furniture, yet it was a great deal. I did appreciate that they provided towels for us to use. The owner was very easy to work with and helped make our trip very fun. The view is amazing!

Recommended for: Adventure seekers, families with teenagers, families with young children, girls getaway.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

4/5

oceanfront

Guest: smetz (ashland ohio)

Date of Stay: 10/09/11 Review Submitted: 10/18/11

Stayed in October 2011 The resort was well taken care of. The condo I have no complaints about it. It was an older condo but for the price it was well worth the money. I have stayed in nicer condos but for a lot more money I would stay here again.

Recommended for: Families with young children.

Did you find this review helpful? Yes | No

Helpful votes: 2/2

5/5

Wonderful Time!

Guest: MB Fans (Dayton Ohio)

Date of Stay: 06/11/11 Review Submitted: 06/23/11

We stayed in this unit June 11-18, 2011 and loved everything about it. This was our first experience with VRBO and the Sand Dunes Resort so we had the usual... rookie concerns. We were pleasantly surprised to say the least. Loved the convenience of the key pad entry! Note to rookies: Don't attempt to "check-in" at registration, just ask for your parking pass, take the elevator next to the pizza place to the 8th floor and you're home! It's that easy! The unit was clean, well equipped and convenient. The views from the balcony and sounds of the ocean were amazing. We watched pelicans and dolphins from the balcony as we drank our morning coffee and the views of the full moon and sunrises were beautiful. We called Barry once with a question and he was quick to respond and made certain we didn't need anything.

Suggestions for other visitors: Best time to visit Margaritaville at Broadway at the Beach is on Sunday-early evening, no crowds and lines (we went back another day and the wait was over 2 hours!). Go to Bonefish Grill (just down the street) on

Wed for \$5 Bang-Bang Shrimp, make sure to get a pizza from the onsite pizza restaurant-the "Works" is delicious!

Recommended for: Age 55+, tourists without a car, romantic getaway, families with teenagers, families with young children, girls getaway.

Did you find this review helpful? Yes | No

Helpful votes: 6/6

5/5

Great Getaway!

Guest: Mr. Ed (Conway SC)

Date of Stay: 02/04/11 Review Submitted: 05/09/11

My family and I stayed at this property in February. The resort was hosting a convention which I was attending. There were plenty of activities to keep my grandson entertained the entire week. The condo had everything we needed if we wanted to eat in or an onsite restaurant if didn't. I will definately book this property again for next years conventino...

Recommended for: Age 55+, romantic getaway, families with teenagers, families with young children, girls getaway, sightseeing.

Did you find this review helpful? Yes | No

Helpful votes: 2/2

5/5

Great Vacation

Guest: Paparelli (Allentown, PA)

Date of Stay: 04/02/11 Review Submitted: 04/25/11

We had a great trip to the Sand Dunes. The units was well maintained and had an awesome view of the ocean. We got a really good deal on the price and the condo itself was beautiful. The owners have definately done a lot of work to the condo.

Recommended for: Romantic getaway, families with teenagers, families with young children, girls getaway, sightseeing.

Did you find this review helpful? Yes | No

Helpful votes: 2/2

5/5

Resort Wonderful

Guest: Proud Owner (Ga)

Date of Stay: 04/02/11 Review Submitted: 04/22/11

This is in regards to Kem from Aug of 2010, they obviously do not know what they are talking about this resort has been totally renovated. I purchased my unit in 2005, and if the new owner did not come in it would be a disaster. Do not bash because you have no life, you probably do not live nearly this well. This entire resort has been renovated if your problem is the room then take that up with the owner. There is no way in hell you were here 7 yrs ago and the resort looked better. You are a LIAR.

Recommended for:

Did you find this review helpful? Yes | No

Helpful votes: 1/4

1/5

YOU GET WHAT YOU PAY FOR

Guest: kem (Weaverville, NC)

Date of Stay: 08/15/10 Review Submitted: 08/21/10

We stayed at the Sand Dunes Resort 7 years ago and it has certainly gone down hill since then. Not only were we disappointed with the resort itself (unclean, run down) but this particular unit was much less than we expected. The price was good but with that price came poor, poor quality. No one has kept the unit up. We found dirty and torn carpet, broken lamp, broken iron, missing tile in kitchen, terrible couch, chipped paint on railings, rust on the refrigerator, poor plumbing in bathroom, no phone or even a phone book to use. We had to use pillows from the extra bed just to sit comfortably on the couch. We also had to use drano just to get the shower to drain. We would not recommend this unit or even the Sand Dunes Resort to anyone coming to Myrtle Beach.

Owner response: Condo improvements have since been completed to improve our guests stay. New ceramic tile has replaced the carpet in the bedroom. Lighting has been updated. The condo has been thoroughly cleaned.

Recommended for:

Did you find this review helpful? Yes | No

Helpful votes: 4/5

1/5

Wouldnt go back!!!

Guest: Tonya (cleveland, ga)

Date of Stay: 07/03/10 Review Submitted: 08/04/10

My family and I have stayed at the Sand Dunes Resort before and were pretty excited about our vacation. I've never rented anything from VRBO before and after our experience there I'll never rent from VRBO again. Within the first 30 minutes of arriving I could already tell we were not going to have the pleasant experience we had once had before at this resort. The 1st hour of our vacation was spent buying a plunger for the clogged up toilet and shower. Sand Dunes Resort could not do anything to help us because this was a privately owned room & they weren't even allowed to go in the room. After calling VRBO/BAB Investments & leaving multiple messages it took them 4 days to return my phone calls (they were all on vacation) & no one was in the office to make sure everything was ok with us. Other issues included: room smelt like fish upon arriving, no can opener, cooking utensils, dish towels or tea jug in kitchen, only 4 bath towels, no washcloths for 4 people (I actually called the day before we left for vacation to make sure this was not going to happen), fold out couch broke (my husband is now going to the chiropractor), no light bulb in bedroom lamp, hole in carpet, paint coming off balcony railing. Needless to say this was not the vacation I was hoping for. After the owner finally arrived he brought us 2 towels, 4 was clothes, & a \$10 cooking spoon set. He looked at all our problems told us he was sorry & told us for the next people he rented to he would try to do better. What!?! Mean time I guess we were just to deal with it. Yay!!! I had been under the impression he was going to bring us a broom or a vacuum cleaner but I guess I was wrong because we never heard or seen them again. So we were left there to fend for ourselves & to have sand in our floor. Thanks again VRBO. They got their money but I feel we didn't get our money's worth. Hey look on the bright side we left the plunger there if you need it! Good luck!!!!

Owner response: Condo Improvements have since been completed to improve our guests stay. New ceramic tile has replaced the carpet in the bedroom. Lighting Issue has been addressed. The condo has been thoroughly cleaned. Kitchen is fully stocked with cooking and eating utensils. Condo has been appointed with new linens/towels.

Recommended for:

Did you find this review helpful? Yes | No

Helpful votes: 5/6

First (8) of (8). Write a Review (<http://www.vrbo.com/302098/reviews/write>)**Dates available:** Year RoundBefore contacting us, please check our calendar (<http://www.vrbo.com/302098/calendar>) for your desired dates**Email Manager 0**

Note: Each property is individually owned or managed.

Vacation Rentals by Owner Listing #302098

There have been 19793 visitors to this page since the counter was last reset in 2010.

This listing was first published here in 2010.

Date last modified - Thursday, March 28, 2013

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EXHIBIT E

Subject: [No Subject]

From: Karen Becker ([REDACTED]@yahoo.com).

To: [REDACTED]@yahoo.com;

Date: Friday, March 29, 2013 2:54 AM

"Needs a huge cleaning!"

Reviewed December 3, 2012

3

people found this review helpful

Lobby is beautiful. Nice indoor pool and hot tub. HOWEVER, We were assigned to a room on fifth floor. It was gross nasty filthy. After we found a big hair in the big, I asked to be moved, the new room had dried food caked all over the sink so I went back down again and finally was moved to a room that appeared mostly clean, Still there were someones toe nail clipping in the frame of the floor to ceiling window, peanuts in the pull out bed, old dirty carpet. Wore my shoes the whole time. The fifth floor is old, dirty and gross. I would never stay here again which is unfortunate because, if they gave it a major renovation it would be a great place. Staff is exceptionally nice.

Room Tip: Stay somewhere else!

See more room tips

- Stayed December 2012, traveled with family
 - Value
 - Location
 - Sleep Quality
 - Rooms
 - Cleanliness
 - Service

Was this review helpful?

"wow disapointment"

Reviewed March 21, 2013 via mobile

1

person found this review helpful

we did online reservations then after struggling with that..called..finally got reservations WITH breakfast buffet..upon arrival we had to wait in line 45 min to check in. we got to our suite it was downright dirty..the hanging light over where we would eat belonged in a museum n cobwebs hanging off it reminded me of the munsters. sleeper sofa was old n run down...it wasn't even anything close to the pics we saw online..the bedroom wasn't a bedroom you had to walk thru it to go in the living quarter..next day we went to breakfast n was given a bill..we were told we didn't have buffet on our room. \$265 a night for a dirty run down hole was more than i could take...to top it off the hot tub was foamy n caused us to itch..we had to seek medical help due to

aweful rash we got from hot tub..ao discussed never ever go back..left early due to bad service n nasty room

- Stayed August 2012

- Value
- Location
- Rooms
- Cleanliness
- Service

Was this review helpful? Yes

Problem with this review?

Ask anita_walker07 about Sand Dunes Resort & Spa

=====

"Bad Service"

Reviewed November 2, 2012 via mobile

It took over 30 minutes for me to get a room. The 1st one, we open the door and the fridge is in the middle of the entrance and there are broken tiles on the floor. They give me another room and the room they give me has double beds instead of queens. 4 people are not going to fit in 2 double beds. So back to the front desk I go. The manager gets annoyed with me and says she upgraded me. That does me no good if we all can't fit in a bed. So after waiting another 20 mins, they give me another room (the original room type). No apologies or anything. Will not be back. Not a good first impression. All this after driving 4 hours with 2 exhausted kids that needed to go to bed.

Stayed November 2012

"Not Sure How this Place got the Title of a "Resort"..."

Reviewed October 14, 2012

3

people found this review helpful

Guess "Resort" is right... They just "Resorted" to rent the Rooms out and Not check on them... First things first...

The outward appearance isn't that bad, plus they did have a quaint cozy sitting area with chairs / table / a Swing to sit and watch the ocean and beach.

The Rooms!!!!

We rented a 2br/2ba Room - and I must say it is SMALL!!!

We called to ask about things we need to bring (Towels / Dish Towels, etc..), we were told "Its Fully Stocked". When we get there, there is No Dish Towels, We had to fry things in a Pot, because there was not a complete cookware set.

Floors were FILTHY!!! Sticky, Stained, Scuffed Up.

Walls / Celings - Scuffs / Stains / Bad Water Damage

Bathrooms - Floors were just as sticky, faucets didn't have good pressure, when you go to take a shower, the tub is still running while they shower head is running, making the pressure HORRIBLE!!!

The next day, when the room was "Cleaned" (And I use that term Loosely)... Nothing was cleaned... Same scuff marks, stains, sticky floors. And these are stains that would have came off

with out any problems, as I took a wet papertowel and cleaned some of the stains of the door. Luckily we always bring cleaning supplies...

The ONLY GOOD Thing I can say is that we had to check out early due to a death in the family, and they refunded the unused days without asking any questions... I still will not and would not ever stay here again, or reccomend this place to my friends / family.

Stayed October 2012, traveled with family

=====

"Bugs all over the bed, unprofessional staff, dingy room 838."

Reviewed September 13, 2012

5

people found this review helpful

Worst experience of spending a much-awaited vacation. This resort sucks, can u believe we had bed- bugs all over our bed & the staff was utterly unprofessional. Instead of having a relaxed night we had a horror night. We had to change room thrice at 3 am. The manager refunded our money next day sounding like she did a favor to us. She admitted that the mattress cover was all over the place & that there were bugs in the room. The staff at night refused to come up in the room & see the live bugs crawling all over the bed. I have posted the pic of the bugs & have more videos to show.

Will strongly recommend against staying in this resort.



Stayed September 2012, traveled with family\\

=====

"I Agree with Sleep in Your Car!!"

Reviewed September 8, 2012

3

people found this review helpful

I wish I had seen some of these reviews before we went. As we discovered Sand Dunes Villas is the worst location. If it was not so hot I would have tried to sleep in my car as another reviewer suggested. I am not picky but the bad outweighs the good at this place. Second worst hotel I have ever stayed in my life. The hallway smelled like urine. There were roaches roaming around. Our two room suite was dirty. It had black mold in the bathroom. The walls were wet in there. Water was leaking from our ceiling from the upstairs bathroom. The kitchen was very small. The towels and sheets had holes in them. Our room was so bad! It ruined the 1st two days of our vacation. Because of the water leakage, we were moved to another room in the 1st tower near the beach. We had a ocean view in the 2nd room. There was no comparing the two rooms. The second room was much nicer and what I would have expected at a beach stay hotel. Be careful! May want to chose another location.

Room Tip: Stay in rooms with oceanfront view. Avoid Sand Dune Villas building.

See more room tips

Stayed September 2012, traveled with family

- Value
- Location
- Sleep Quality

=====

"Room 2440 of Sand Dunes"

Reviewed September 11, 2012

1

person found this review helpful

Mine

The room that I stayed in was considered a condo, but was actually a converted hotel room. Still, the room was nice and clean enough. The only difference between this room and a hotel was an added small two burner stove, even smaller sink and a small table. We ate breakfast in and lunch in the room, but it wouldn't be suitable for someone who wanted to cook many meals in the room. It was nice that the room had towels and sheets, unlike typical condos. The Sand Dunes was also nice. We were there the first week of September, a great week to visit. The pool chairs and pool were always open. The resort has a small lazy river two kids pools, a regular pool, an indoor pool, hot tubs, and saunas. No complaints.

- Stayed September 2012, traveled with family
 - Value
 - Location
 - Sleep Quality
 - Rooms
 - Cleanliness
 - Service

Was this review helpful? Yes

EXHIBIT F

(/)

[Traveler login](#) [Owner login \(/Accounts.mvc/OwnerDash\)](#)

[List your property \(http://www.vrbo.com/cart/signup\)](#)

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[South Carolina \(http://www.vrbo.com/vacation-rentals/usa/south-carolina\)](#)

[Grand Strand - Myrtle Beach \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach\)](#)

[Myrtle Beach \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach\)](#)

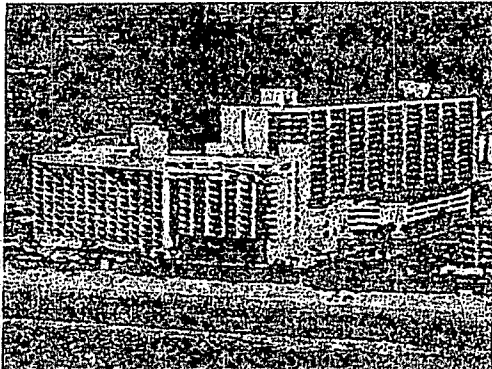
[Myrtle Beach Central \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central\)](#)

[Other Myrtle Beach Central Properties \(http://www.vrbo.com/vacation-rentals/usa/south-carolina/myrtle-beach/myrtle-beach/central/unde](#)

VRBO Listing #364195

Beautiful Oceanfront Condo at Fun Sand Dunes Resort

Other Myrtle Beach Central Properties, Myrtle Beach, South Carolina Vacation Rental by Owner Listing 364195



Location: Other Myrtle Beach Central Properties, Myrtle Beach Central, Myrtle Beach, Grand Strand - Myrtle Beach, South Carolina, USA (9 miles from MYR airport) [View Map](#)

Accommodations: Condo, Studio, 1 Bath (Sleeps 4)

WINTER SPECIAL NOV-FEB \$99/3 NIGHTS PLUS TAX/CLEAN FEE (Holiday dates \$150/3 nights)
We LOVE Myrtle Beach! It is the perfect FAMILY vacation spot! Come have some fun in the sun on our beautiful sandy beaches and abundant golf courses.

Sand Dunes Resort has a reputation for being one of the most fun-filled family resorts in Myrtle Beach. As home of the famous Mango's on the Beach Lounge and Beach Bar, Sand Dunes provides a perfect setting for live entertainment

and relaxing good times. Relax in the lounge for a nice meal after a full day on the golf course or sightseeing, or grab a tropical drink and head to the beachside bar and enjoy the live music.

Condo 1032 is located direct oceanfront on the 10th floor with amazing views of the beach and ocean. Just open the sliding glass doors, sit on the balcony and relax to the comforting sounds of the beautiful sea. The newly furnished tropical decor of this condo will set the mood for a relaxing beach vacation.

This condo comes equipped with a full kitchen which includes a 2 burner ceramic cooktop, small refrigerator, microwave, coffee pot, and any pots, pans and dinnerware you will need.

Within the resort, you will find Mango's at the Beach Lounge and Beach Bar, one of the area's most popular outdoor beach bars with tropical drinks and live music. You can listen to the music while relaxing on the beach, around the pool or party down with the crowd around the bar. And if the music really moves you, get up and groove on the beachfront dance floor or even in the sand if you prefer. There is also the ATLANTIS SPA which offers massages, facials, manicures and more. For nightly fun and entertainment, visit the lounge with nightly happy hour, karaoke and dancing.

The onsite amenities include both indoor and outdoor pools, lazy rivers, whirlpools and fitness room. Come in from the beach for lunch at River City Cafe (a personal favorite of ours) for some of the best burgers on the beach, located in front of the resort. Kids will love Arcade Pizza and Wings, a fun place to hang out, have some great pizza and play some games. The resort also has a daily Kid's Club from Memorial Day to Labor Day to help keep your children entertained and having a fun-filled vacation. Within the resort, there is a gift shop/convenience store and Internet computer kiosks are set up in the lobby for your use, wifi free throughout the resort.

We provide linens and towels for your stay. There are laundry facilities within the building if needed. Thank you for your inquiries and we hope to see you visiting our beautiful beach!

JUST READ ALL OF OUR GREAT REVIEWS FROM OUR PAST GUESTS!

Click on our personal website to view additional pictures.

THIS UNIT IS A NON-SMOKING UNIT and you must be at least 25 years old to rent PROOF OF AGE REQUIRED!

****MYRTLE BEACH FALL BIKE RALLY 10/3-10/7/12*****

Nightly rates:

\$23 - \$135

Arrival

Departure

Book it

Just need a quote? Click here
[View full calendar](#)

Primary:

Secondary:

[Email manager](#)

[View Owner's Profile](#)

This owner accepts
HomeAway's most secure
form of payment.

Learn More
(<http://www.homeaway.com/Info/security?Travelers>)

****MYRTLE BEACH SPRING BIKE RALLY 5/11-5/20/12****
 ****Atlantic Beach Bike Fest 5/23-5/28/12
 MOTORCYCLES ARE ALLOWED AT THIS RESORT

Vacation Rental Features

<i>Property Type</i>	Condo On floor 10
<i>Accommodation Type</i>	Vacation Rental
<i>Bedrooms</i>	0 Bedrooms, Sleeps 4, Beds for 4 Bedroom 1 2 double
<i>Bathrooms</i>	1.0 Bathrooms Bathroom 1
<i>Outdoor Features</i>	Beach Chairs : 2
<i>Activities</i>	Fitness Center
<i>Other Activities</i>	Ripley's Aquarium, Believe It or Not Museum, Haunted Adventure and 4-D moving theater, Imax Theater, Ice cream shops, outlet malls, seafood restaurants, water sports, Miniature Golf, Indoor Miniature Golf, championship golf, Casino Boats, shopping, gourmet dining, concerts, live theatre, Dolphin Sighting Cruises, Fishing Charters, freshwater fishing, Family Kingdom amusement park, water parks, museum, fitness center, day spas, jet ski rentals, parasailing, windsurfing, kayaking, biking, shelling, surfing, swimming, Myrtle Beach Pelicans professional baseball team, Broadway at the Beach, Barefoot Landing, Tanger Outlet Centers, Alligator Adventure, Alabama Theatre, Dolly Parton's Pirates Voyage Fun, Feast and Adventure, Carolina Opry, House of Blues, Medieval Times Dinner & Tournament Show, Le Grande Cirque, Legends in Concert, Banana Boat Rides, Brookgreen Gardens, Huntington State Park and much more!

Rate Details (In US Dollars)

Personal Currency Assistant™

Rental Basis: Per property

Rental rates quoted in: US Dollars

Rate Period	Nightly	Weekend Night	Weekend	Weekly	Monthly	Event	Minimum Stay
Base Rate	\$135						3 nights
Winter Oct 1 - Feb 27	\$65			\$425 252	\$700		3 nights

Rate Period	Nightly	Weekend Night	Weekend	Weekly	Monthly	Event	Minimum Stay
Early Spring Mar 1 - Mar 21	\$70			\$475			3 nights
Spring Mar 23 - Apr 5	\$90			\$600			3 nights
Late Spring Apr 7 - May 9	\$80			\$550			3 nights
Early summer May 11 - Jun 6	\$105			\$700			3 nights
Summer Jun 8 - Aug 15	\$135			\$900			6 nights
Late Summer Aug 17 - Aug 31	\$105			\$700			3 nights
Fall Sep 3 - Sep 29	\$70			\$475			3 nights

* Approximate Monthly rates, actual rate will depend on the days of the month you stay

Additional information about rental rates

- Reservations are not confirmed until down payment and photo id are received.

Fees:

Departure Clean fee	\$50 + tax
Tax Rate	13%

Cancellation Policy:

THIS IS A NON-SMOKING CONDO!!! IF THE CONDO IS FOUND TO HAVE BEEN SMOKED IN, THERE WILL BE AN ADDITIONAL CHARGE TO YOUR ACCOUNT. CANCELLATIONS: A THIRTY DAY NOTICE IS REQUIRED FOR CANCELLATIONS. CANCELLATIONS THAT ARE MADE MORE THAN THIRTY DAYS PRIOR TO ARRIVAL WILL INCUR NO PENALTY. CANCELLATIONS OR CHANGES THAT RESULT IN A SHORTENED STAY, THAT ARE MADE WITHIN THIRTY DAYS OF THE ARRIVAL, FORFEIT THE FULL ADVANCE PAYMENT & DEPOSIT UNLESS THE CONDO IS RE-RENTED. IF THE CONDO IS RE-RENTED FOR THE RESERVATION DATES, YOU WILL BE GIVEN A FULL REFUND. EARLY DEPARTURE DOES NOT WARRANT ANY REFUND OF RENT OR DEPOSIT UNLESS IT IS AN EMERGENCY. IN CASE OF A HURRICANE, REFUNDS WILL BE GIVEN IF THERE IS A "MANDATORY" EVACUATION ORDER GIVEN FOR THE AREA THAT THE CONDO IS LOCATED IN. AT THAT TIME, REFUNDS WILL BE GIVEN ON ANY: A. UNUSED PORTION OF RENT FROM A GUEST STAYING DURING THE EVACUATION B. UNUSED PORTION OF RENTS PAID FOR GUESTS DUE TO ARRIVE DURING EVACUATION OR WARNING PERIOD CHECK-IN 3:00PM CHECK-OUT: 10:00AM PLEASE BE ADVISED THAT YOUR RESERVATION WILL NOT BE BOOKED UNTIL THE DEPOSIT IS RECEIVED, THEREFORE, UP UNTIL THAT TIME IT CAN STILL BE BOOKED BY ANOTHER RENTER. Once payment in full is received, you will be sent a confirmation via email with check-in instructions, an map and links to area attractions. If you are just paying a deposit, final payment is due at least 30 days and can be paid by either mailing in a check or, if you prefer to pay by credit card, please contact me for another paypal invoice at that time. ALONG WITH THE DEPOSIT, YOU WILL NEED TO FAX (843-249-2876 attention Matt Becker) OR EMAIL A COPY OF YOUR DRIVER'S LICENSE TO US. We provide a set of linens/towels to use during your stay. There are laundry facilities within the building if needed. Please leave unit in same condition as it was upon arrival. Any missing or damaged items during your stay should be replaced by you or replacements will be charged to your account.

You may receive a refund of up to 100% of your total rental payment if you provide written notice of cancellation at least 30 days prior to your arrival date.

This owner accepts HomeAway's most secure form of payment.

HomeAway PaymentsSM is the most secure way to pay and automatically protects your payment up to \$10,000 (learn more (<http://www.homeaway.com/info/security?Travelers>)). Call the owner directly to confirm payment details.

Dates available: year round

Before contacting us, please check our calendar (<http://www.vrbo.com/364195/calendar>) for your desired dates

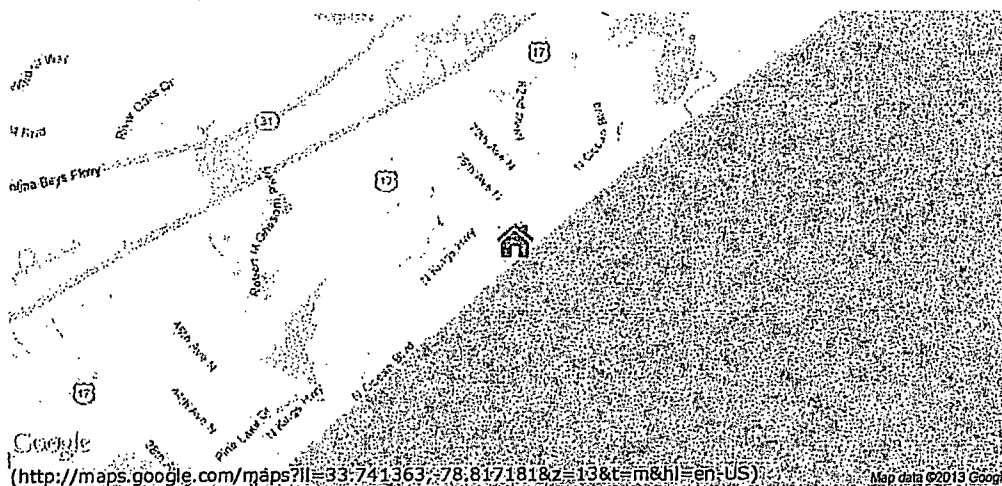
Email Manager 0 Primary: [REDACTED]
Secondary: [REDACTED]

Note: Each property is individually owned or managed.

Map & Owner's Profile

Year Purchased: 2011

About the owner: Owned by Jennifer Long Managed by Karen at Ocean Breeze Beach Vacations



Nearest Airport: MYR Myrtle Beach International at 9 Miles

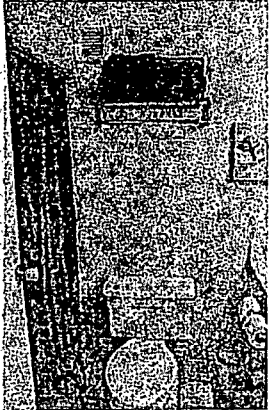
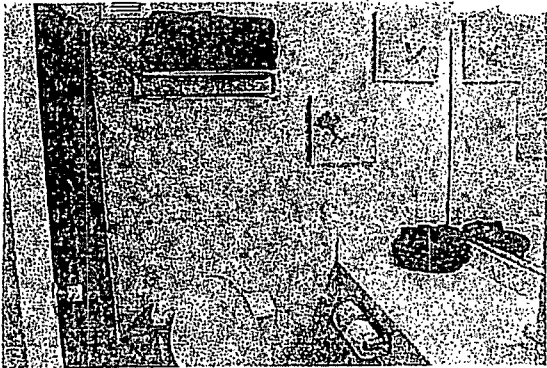
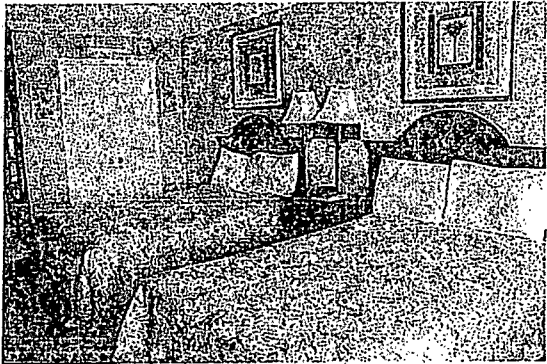
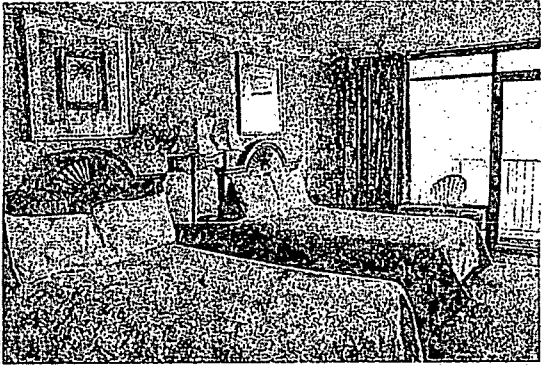
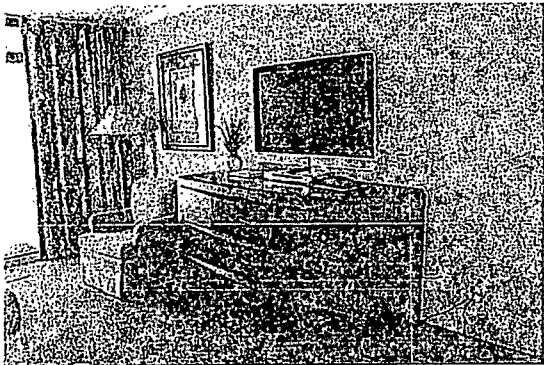
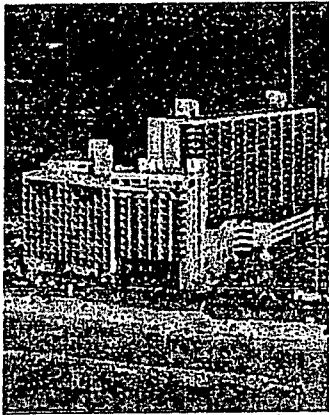
Nearest Beach: directly on the beach at Other Myrtle Beach Central Properties

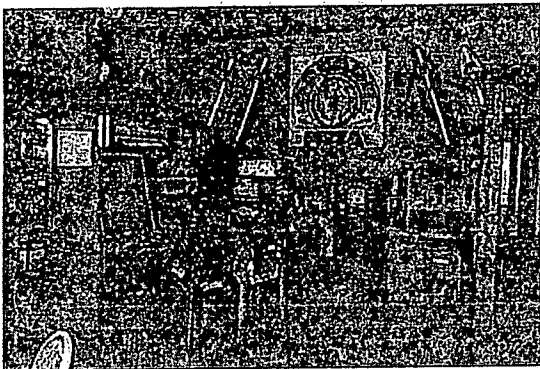
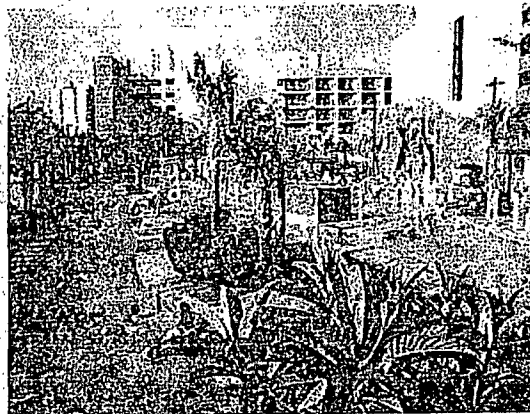
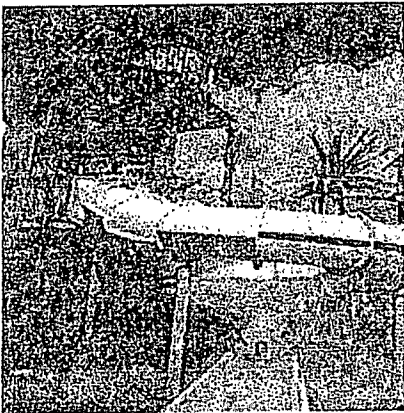
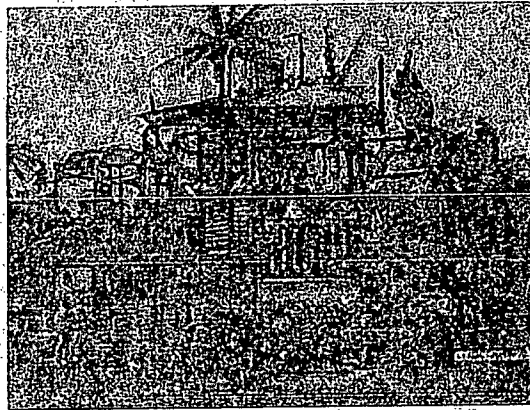
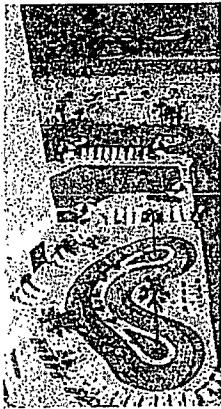
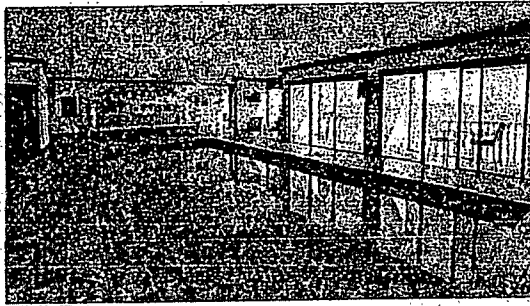
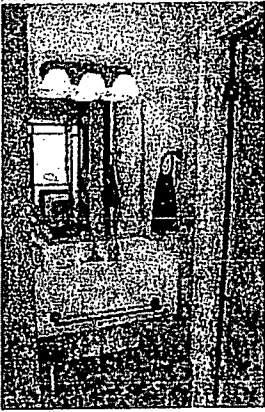
Nearest Bar/pub: Mango's onsite at Other Myrtle Beach Central Properties

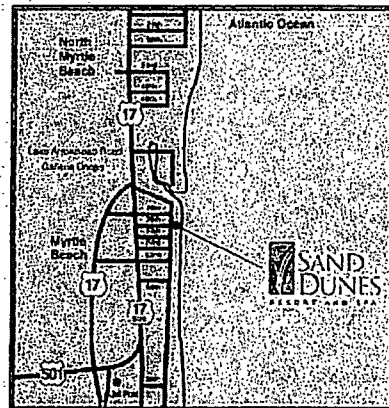
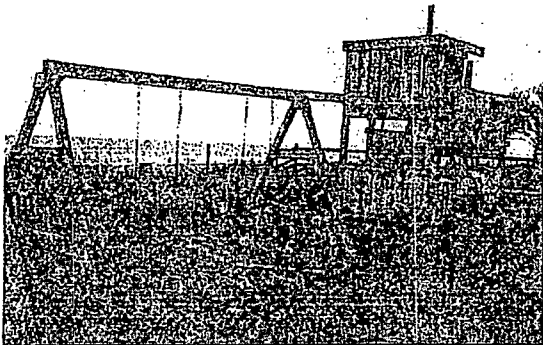
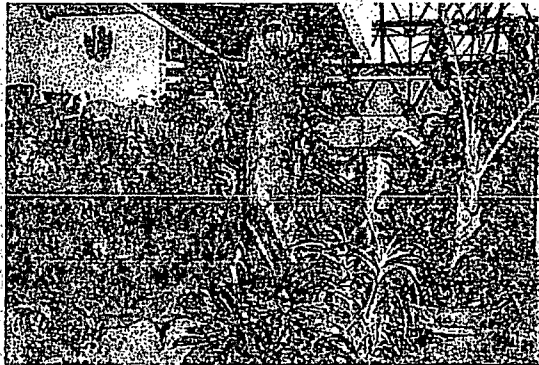
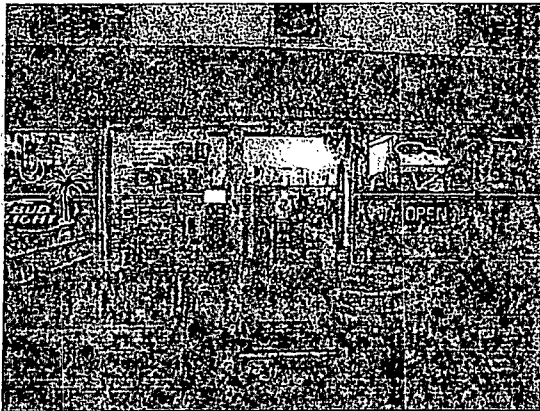
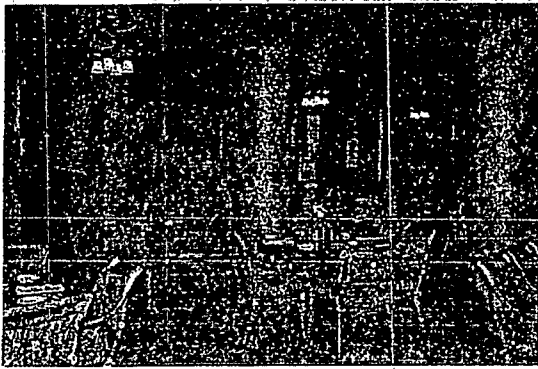
Nearest Golf: Grand Dunes at 3 Miles

Nearest Restaurant: Mango's, River City onsite at Other Myrtle Beach Central Properties

Property Photos







Traveler Reviews (10)

5/5

Birthday Party

Guest: Grandma (USa)

Date of Stay: 10/04/12 Review Submitted: 10/24/12

We celebrated my 72nd birthday at the Sand Dunes. The staff was very friendly and helpful. It was located close to the airport and attractions. We enjoyed our stay and enjoyed the weather. We had 11 people at the condo and had plenty of

room. The beds were very comfy. It was very clean and the cooking utensils and dishes were in abundance. Thank you for a great birthday and a great first visit to Myrtle Beach.

Recommended for: Age 55+, families with young children.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

5/5

Kathy

Guest: Kathy (Concord, NC)

Date of Stay: 09/13/12 Review Submitted: 09/22/12

This is a terrific condo and resort. The staff was very nice. The resort was clean and very well maintained.

The Condo is beautiful and very well equipped. Would highly recommend you to stay here for your next vacation.

Recommended for: Families with teenagers, romantic getaway, families with young children, girls getaway.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

4/5

Wonderful Week at The Beach

Guest: Randy K.

Date of Stay: 09/10/12 Review Submitted: 09/18/12

We had an initial problem with the lockbox but we called Karen and she responded quickly with an alternative to the situation. The condo's view of the ocean was wonderful and the convenience of the 2nd floor was great! The room was clean and nicely decorated. The only complaint that we had was that there needed to be a bit more light around the cooktop and sink area. We would definitely recommend this condo to anyone looking for a beautiful view and the convenience of the second floor. This has to rank as one of our best and most relaxing vacations!

Recommended for: Sightseeing, romantic getaway, age 55+.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

4/5

Sand Dunes Resort visit Sept. 13-16 2012

Guest: Jerry (Easley, SC)

Date of Stay: 09/13/12 Review Submitted: 09/18/12

Our first stay at this resort, and it was listed accurately on the web. We had a great weekend weather-wise, and came for the SOS Fall Migration and beach fun. Very friendly staff, and good parking, with access to US 17 and the rest of Myrtle Beach within a short drive. The property was clean, but as we came in the room we noticed a very strong odor from smokers, which did not get much better through our stay. We kept the door to the balcony opened, and that helped. The kitchen area was fully equipped, but a tight fit for more than 1 person. An ice maker in the fridge would have been good, and the ice machine was not on our floor. The latch on our door would not catch, and this prevented our door from being secure when we left. Some of the furnishings were worn, but comfortable, and the AC worked very well. A nice touch was the separate vanity outside the bathroom. Access to the beach was easy, and not crowded at all. All in all, a good place to stay, but would consider a bigger condo next time.

Recommended for: Sightseeing, families with teenagers, romantic getaway, girls getaway.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

5/5

GOOD TIME

Guest: Steve (Mooreville NC)

Date of Stay: 09/06/12 Review Submitted: 09/11/12

The unit was very spacious and clean. Close to main st. Good view of the pool and ocean.

Recommended for: Age 55+, families with young children.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

4/5

Family Stay at Sand Dunes Resort Condo 364195

Guest: Vance M.

Date of Stay: 08/17/12 Review Submitted: 08/24/12

Wonderful property! From the balcony, this property has a beautiful view. The cleaning crew they have hired are excellent, and this place is always

clean and fresh! It has a lazy river and pools for the kids and the beach and a game room and more. My son loves it here and this is our second trip! My husband and I enjoyed the view from the room, the Ocean waves and Keroke night here!

The only thing I would change is making one of the beds at least a "Queen Size" ... for the old married couples... :)

Also, Loved the hospitality next door at the resturant with an "All you can eat Breakfast Buffet". Sheila the Manager is the BEST ever! Check it out when you stay there, you won't be disappointed. Old fashion grits, fruit, eggs, pancakes, bacon, sausage, Chocolate milk, coffee and more...

The nice touch in the room besides the decorations, is the family games, beach chairs and boogie board they have in the room for the kids. This makes it a "Home away from Home, kinda place".

So enjoy your stay "at Sand Dunes" in Myrtle Beach!

Recommended for: Tourists without a car, sightseeing, pet owners, families with teenagers, romantic getaway, people with disabilities, age 55+, adventure seekers, families with young children, girls getaway.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

4/5

We hope to stay here again!!

Guest: bc30md (Annapolis, MD)

Date of Stay: 04/06/12 Review Submitted: 04/16/12

The accomodations were actually better than we expected! The place was clean and well-maintained. The beds were extremely comfortable!! Plenty of room for two adults and two teenage girls. Great views from balcony. Excellent water pressure! Lots to do on property...great food - several options to choose from, nice bar area, very friendly service, fun atmosphere, even a convenience store in building! A couple of things kept this from being an "excellent" review: 1) our van was a couple of inches too tall for parking garages so we occasionally had difficulty getting a non-metered parking spot in the lot if we left the property and came back at a busy time. (also, you need to get a parking tag from the front desk); 2) the pool in the Sand Dunes bldg was small and in the evening was PACKED with screaming kids to the point we couldn't use it...but there is a second pool in the Ocean Dunes bldg which is roomier and was always FAR less crowded, just need to ask for map from front desk and walk across lot and around the other bldg. The owner provided a very useful binder with local menus and flyers of things to do. Mangos (the property restaurant) was fantastic! The property waterpark was lots of fun, but water still a bit chilly in early April. If you like mini golf - definitely go to Mt. Atlanticus and Pirates Cove...both were Insanely fun!! Barefoot Landing is also worth checking out, but be prepared to do ALOT of walking... If you go there, spend a bit of time watching the lake for wildlife...we saw baby ducks and lots of turtles...and the best was a big alligator we watched swim towards the bridge we were standing on! We are looking forward to a return trip and will definitely request to stay in this same unit!!

Owner response: That is exactly what we love to hear, that you had an amazing vacation. Thank you for great review and for being such wonderful renters. We hope you will give us a call on your next trip to our beautiful beach! Karen Ocean Breeze BEach Vacations

Recommended for: Tourists without a car, families with teenagers, families with young children.

Did you find this review helpful? Yes | No

Helpful votes: 0/0

4/5

Great view, busy resort

Guest: Madigan (Grand Rapids, MI)

Date of Stay: 03/30/12 Review Submitted: 04/07/12

The room was as advertised, and was fine for 2 of us but would be cramped for more since its basically a hotel room with a small fridge and microwave. Bathroom needs some updating and a good cleaning. Beds are just ok. Resort was overrun with sports teams who were mostly behaved but lots of running around, yelling, etc. Parking is a pain and is in an adjacent building that you have to walk outside

to get to. A good value but there are nicer places in the area if you are willing to spend a bit more.

Owner response: We hope you had a wonderful time during your stay here at the beach. The Sand Dunes is a very family friendly resort and is popular with the children because of the onsite waterpark. Thank you for being such wonderful renters and we hope you will give us a call on your next trip to our beautiful beach. Karen Ocean Breeze Beach Vacations

Recommended for: Families with teenagers, families with young children.
Did you find this review helpful? Yes | No Helpful votes: 0/0

4/5

Clean, fresh and ocean front

Guest: Lisa R.
Date of Stay: 03/03/12 Review Submitted: 03/11/12

Thank you so much for having us at your Condo. My Husband and I had a lovely stay. Sunrises every morning and sunsets every evening. Your Condo was clean and fresh. That is very important to us. It was also decorated very tastefully. Just enough accent pieces to make you feel at home.

Lisa & Steve from New York

Owner response: We are so please that you had a wonderful time during your stay and we sure hope you will give us a call on your next trip to the beach. Thank you for being wonderful renters! karen Ocean Breeze Beach Vacations

Recommended for:
Did you find this review helpful? Yes | No Helpful votes: 0/0

5/5

very nice

Guest: diacontroller (Hickory NC)
Date of Stay: 09/09/11 Review Submitted: 09/12/11

The condo was a great place for my husband and I to spend a quick weekend getaway. It was very clean and well supplied. We would rent again.

Owner response: So glad you had a wonderful time and we do hope you will call us again on your next trip to our beautiful beach! Karen Ocean Breeze Beach Vacations

Recommended for: Romantic getaway, age 55+.
Did you find this review helpful? Yes | No Helpful votes: 0/1

First (10) of (10). Write a Review (<http://www.vrbo.com/364195/reviews/write>)

Dates available: year round

Before contacting us, please check our calendar (<http://www.vrbo.com/364195/calendar>) for your desired dates

Email Manager Primary: [REDACTED]
Secondary: [REDACTED]

Note: Each property is individually owned or managed.

Vacation Rentals by Owner Listing #364195

There have been 4256 visitors to this page since the counter was last reset in 2011.
This listing was first published here in 2011.

Date last modified - Monday, February 11, 2013

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VRBO

welcome, Karen (Sign Out) ()

What's New (<http://community.homeaway.com/groups/product-updates?view=blog&>[?utm_source=vrbo&utm_medium=crosspromo&utm_content=ownerdashresources&utm_campaign=communityhome](#)

My Account Help

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/properties.html)

My Properties ()

SD2233 ()

Reviews

Reservation Manager

[Inquiries \(/haod/
/321.349775.349775/
/inquiries/
/list.html\)](#)

SD2233 - 201 74th Ave N, N

[Post Guest Comment](#) [Request Review](#)[Payments \(/haod/
/321.349775.349775/
/payments/
/list.html\)](#)*mustufa said...* Wonderful location and very good view....

Aug 19, 2012 201 74th Ave N, MYRTLE BEACH, SC, 29572, United States (349775)

[Reservations](#)
(/haod/
/321.349775.349775/
/reservations/
/list.html)

Date of Stay **August 18, 2012** We had rented this apartment for one day and it came out better than expected.
Helpful votes: 0/0. The beds were comfortable and also the kitchen was very organized and clean.
The oceanview from the patio was very good and the apartment was on the second floor so we could go the beach easily and faster. I would definitely rent this room again in future. Thanks Karen.

Recommended for: Sightseeing[Calendar \(/haod/
/321.349775.349775/
/calendar/
/display.html\)](#)

Response

[Reviews \(/haod/
/321.349775.349775/
/reviews/list.html\)](#)*Brenda Plowden said...* A Great Place!

Jul 21, 2012 201 74th Ave N, MYRTLE BEACH, SC, 29572, United States (349775)

Date of Stay **July 15, 2012** Just got back and have to say the room was great. Very clean, had everything you would need and the view was the best-right on the beach. I was surprised at the size of the condo- it was larger than it appeared in the pictures. Loved the pools and the grassy areas next to the beach were wonderful. You had tables if you wanted to eat outside and see the ocean or you could lay on the loungers with the pool on one side and the ocean on the other. The staff was excellent. Everyone of them! They were constantly cleaning. I was very impressed that even though the hotel was full it never felt crowded. Parking is very tight in the parking garage so you'll do better if you back into the parking spaces so it is easier to get out. Go slow when driving in the garage as it is a tight fit to get 2 cars passing each other. If you have a big SUV the spaces on the roof are larger. All in all it was a great get-away. I would stay here again. Lots of activities for the kids and plenty of room around the pool. I never had a problem getting a lounge at the pool. Great time!

Recommended for: Age 55+, Girls Getaway, Tourists without a Car, Sightseeing, Families with Teenagers, Families with Young Children, Romantic Getaway

Response

Listing Manager

[Edit Listing](#)
(/lm/321.349775.349775/
/location.html)

Tools & Resources

[Toolkit](#)
(http://toolkit.vrbo.com/?icid=IL_toolkit_BR_O_link_toolkit_LOTH_owner-dash-resources)[Community](#)
(<http://community.homeaway.com>[?utm_source=vrbo&utm_medium=crosspromo&utm_content=ownerdashresources&utm_campaign=communityhome](#))[PM Directory](#)
(<http://pmdirectory.homeaway.com>*Jason Rhodon said...* Convient/Kid Friendly

Jul 18, 2012 () MYRTLE BEACH, SC, 29572, United States (349775)

[Refer A Friend](#)
(/haod/external/
/refer-

[a-friend.html](#))



(<http://www.homeawaysummit.com/d/pgc54?Refid=ownerdashvrbo>)

Date of Stay **July 7, 2012** Sand Dunes is an awesome place to stay at Myrtle Beach! We have a 5 year old and a 2 year old and they absolutely love the pools and the water parks! They would have rather been there than at the beach. The convenience of the resort is awesome! You step off the elevator and walk 50 yards and your on the beach. It is great when you have kids! We will definitely stay again!!
Helpful votes:0/0.
Recommended for: Families with Young Children

Response

Awesome View, great location

Jul 6, 2012 [REDACTED] MYRTLE BEACH, SC, 29572, United States (349775)

Date of Stay **June 23, 2012** My husband, my 14 year old daughter and 17 year old son, stayed at condo/room 2233. It had a beautiful view of the beach and ocean, it was so quick to go downstairs and walk onto the beach. The room was comfortable and had conveniences of home. The pool and patio were nice. We sat and read on the balcony or patio. We walked to several restaurants and it was a short drive to Broadway on the Beach. We would stay again!
Helpful votes:1/1.

Response

Mindy Rountree said... Mindy..

Sep 30, 2011 [REDACTED] MYRTLE BEACH, SC, 29572, United States (349775)

Date of Stay **September 24, 2011** Had a great time. Everything was clean and smelled fresh. The beds were up to my husband's satisfaction. We love Myrtle Beach can't wait to come back. We are thinking of trying some of their other properties. This is the second one we've stayed in. And they both are superb.
Helpful votes:4/4.
Recommended for: Age 55+, Girls Getaway, Tourists without a Car, Sightseeing, Families with Young Children, Romantic Getaway.

My Response Glad you had another wonderful stay here at the beach and we hope to see you again soon! We love wonderful repeat guests!! Thank you!! Karen Ocean Breeze Beach Vacations

Edit your Response

Wendy ONeal said... Fun and Relaxing

Sep 4, 2011 [REDACTED] MYRTLE BEACH, SC, 29572, United States (349775)

Date of Stay **August 27, 2011** We had a wonderful week. Having all the extras were great the beach umbrellas and chairs etc.... My grandson really enjoyed the beach toys and he even donated his boogie board to the room. He said so the next children could play with it. The recommendations for restaurants were very helpful We ate at Crab Catchers twice it was well worth the drive and the price was a lot better than the Restaurant Row prices. and the food was a lot better. Also just a FYI for people with disabilities if you have a handicap tag on your car you can park anywhere we parked right in front all week. we did not have to park in the garage once. Also in Myrtle beach you can park in the metered parking at no cost. We will definitely be back and I have told all my friends how awesome it was. See you soon.
Helpful votes:3/3.

Recommended for: Girls Getaway, Sightseeing, Families with Young Children, People with Disabilities, Romantic Getaway

My Response Thank you for all of the kind words! We are so happy that you had a wonderful vacation and hope you will call us again on your next trip to our beautiful beach. Thank you for being such wonderful renters! Karen Ocean Breeze Beach Vacations

Edit your Response

Pam Starr said... Enjoyable vacation

Aug 26, 2011 [REDACTED] MYRTLE BEACH, SC, 29572, United States (349775)

Date of Stay August 22, 2011 My husband and I really enjoyed our stay at the Sand Dunes. The condo was
Helpful votes:1/1. clean and had everything we needed, even some extras like the beach
umbrellas! It was conveniently located near many of Myrtle Beach's popular
attractions and restaurants. I loved reading on the balcony. Karen was very
helpful in answering our questions while we were getting settled in. Though the
accommodations were a little small (basically an efficiency double hotel room), it
was adequate for our needs, and we'd definitely recommend it to others.
Recommended for: Age 55+, Girls Getaway, Sightseeing,
Romantic Getaway

My Response We are so glad you enjoyed your vacation and we hope you will give us a call
on your next trip to our beautiful beach! Thank you! Karen Ocean Breeze
Beach Vacations

Edit your Response

Vickie Freeman - Gibson Memorial Day Weekend

Freeman (paypal account) said... [REDACTED] MYRTLE BEACH, SC, 29572, United States (349775)
Jun 6, 2011

Date of Stay May 27, 2011 This is a double hotel room. It has a great view and is directly on the beach. The
Helpful votes:1/2. beach was never crowded and did not have a public access which was a big
plus. We really enjoyed our day on the beach. Nothing fancy but it was quiet
(great since we were there during bike week). The parking deck is a nightmare
to navigate especially if you have a SUV or large vehicle. The price was
comparable to others I checked in the area. If you just need a place to sleep
and go to the beach then this condo will do nicely.
Recommended for: Age 55+

Response

1 - 8 of 8 1

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THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Larry B. Hyman, Jr., Common Pleas Court Judge

Trial Court Case No.: 2013-CP-26-00980
Appellate Court Case No.: 2014-001152

RAWCLIFFE RESORTS, INC.,

Respondent.

v.

MATT BECKER AND ASSOCIATES, INC. d/b/a OCEAN BREEZE
VACATIONS, MATT BECKER AND KAREN CLARK BECKER,

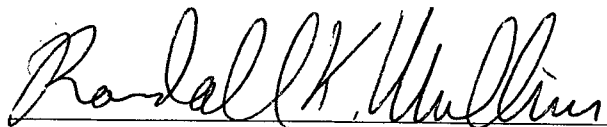
Appellants.

CERTIFICATE OF COUNSEL

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FEB 09 2015
SC Court of Appeals

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

MULLINS LAW FIRM, P.A.



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Dated: Jan 30, 2015
North Myrtle Beach, South Carolina

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Appellants.

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FEB 09 2015

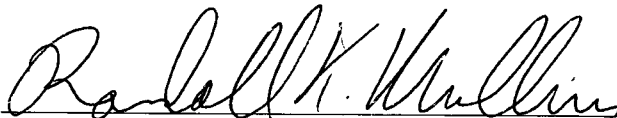
SC Court of Appeals

PROOF OF SERVICE

I certify that I have served a copy of the Record on Appeal via regular U.S. Mail
addressed to the following:

James L. Hills, Esquire
Jennifer D. Hills, Esquire
5001 N. Kings Highway, Suite 210
Myrtle Beach, SC 29577

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Dated: 2-6-15
N. Myrtle Beach, South Carolina

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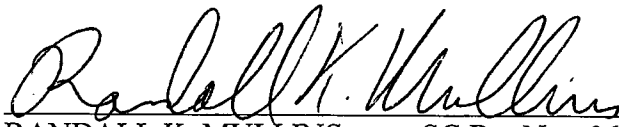
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