

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM Horry COUNTY
Court of Common Pleas

Ralph P. Stroman, Special Referee

RECEIVED
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SC Court of Appeals

Case No.: 2009-CP-26-3596
Consolidated With Case No: 2010-CP-26-11320
Appellate No. 2013-000714

Ronald Jarmuth, Appellant,

Appellant Pro Se

v.

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

Respondents.

APPELLANT'S RESPONSE IN OPPOSITION TO
RESPONDENTS MOTION FOR COSTS

Appellant Ronald Jarmuth, Pro Se, states his OPPOSITION to Respondents' Motion for Costs, praying the Court to deny the Motion because the Respondent has not actually incurred any costs, and because the Covenants standing as a contract do not provide for the recovery of costs not actually incurred.

1. No Costs Have Been Incurred By Respondent and Respondent Has No Liability to Third Party for Third Party Payment of Costs.

a. All attorney fees and costs of any nature related to the underlying case and to all appeals thereof were paid by the "Travelers C&S Co. of America" ("Travelers") under Respondents' Policy No. 194460344 dated January 20, 2009.

Exhibit A. Per Item 4 thereto, there is a single \$ 2,500 annual deductible, called a

“Retention”, applicable to “ALL” claims during a claim year.

b. The Complaint was filed April 7, 2009. Exhibit B. During 2009 the only payment made by Respondent to Respondent’s Counsel was on October 13, 2009 Exhibit C and it was related to a South Carolina Human Affairs Housing Discrimination investigation. There were no payments by Respondent to its attorneys related to this case in any year. All attorney fees, court costs, administrative costs, etc., related to this case were incurred by the Travelers C&S Co of America.

c. Per the insurance policy, Travelers has no cause of action or claim on Respondents to repay Travelers under any scenario, including when and if the insured (Respondent) prevails at trial or on appeal. Likewise, Respondent has no obligation to repay Travelers for any of the funds that Travelers incurred in this case.

2. Contract Between Parties Limits Recovery to Actual Costs Incurred.

a. The underlying action is not tort related, such as to recover damages from negligent injury or from product liability, but rather per the assertions of Respondent it is “at law” controlled by the Covenants and Bylaws related to Appellant’s real property.

(1) In point of fact the Covenants provide no authority to collect attorney fees and court costs when seeking to enforcement of use restrictions, but only, per Section 6.1 of the Covenants, Exhibit D, The Covenants only provide for collection of non-paid “Annual” and “Special” assessments.

(2) The Respondents have cited to the Bylaws of Respondent

International Club Homeowners Association (IHOA), Section 13.4, Enforcement, Exhibit E. Whatever the Appellate Rules might state, the Bylaws limit recovery to “all costs incurred” by “The Association”. This clause acts both as an enabling clause providing authority to recover costs where there is no statutory provision for same, but it also acts as a LIMITING CLAUSE restricting recovery, no matter what the Appellate rules might be, to actual costs incurred by the Respondent and not by any third party.

3. The enabling Appellate Court Rule restricts recovery to ACTUAL costs ACTUALLY INCURRED.

a. SCRAP Rule 222 (b) Costs on Appeal, Costs Allowed, permits recovery of costs by Respondent “to the extent the party actually incurred these costs”. The rule does not allow the Respondent to recover costs that the Respondent itself did not actually incur, and there is no authority to allow costs incurred by a third party.

b. Form 17, Appendix to the Appellate Court Rules, Itemized Statement of Costs.

While Form 17 provides the format to be used to state costs sought, of itself it provides no authority to grant costs sought. Without conceding the accuracy of the costs, an affirmation that the costs stated “were necessarily incurred in this action” does not satisfy the requirement in the controlling rule that the costs must also be incurred by the party, SCRAP Rule 222(b), and in this instance all of the stated costs were incurred by Travelers. As Exhibit C, General Ledger, Legal Costs, demonstrates, despite numerous activity by Respondent’s attorneys related to numerous motions and extensive discovery, not one penny was paid throughout that

year for any of these costs by the Respondent to its attorneys to reimburse them for any of these costs. Appellant proffers that examination of the Respondent's General Ledgers for succeeding years likewise failed to document a single cost incurred by the Respondents in this case.

4. Respondent's affirmation that the "Cost of Court Reporter's Transcript" sought by Respondent "were necessarily incurred in this action" is false.

a. On the bottom of the Form 17 "Itemized Statement of Costs" submitted by Respondents in support of their Motion For Costs is the sworn and notarized oath or affirmation by Respondents' Counsel Alicia Thompson as follows:

"I, Alicia E. Thompson, do swear that the foregoing costs are correct and were necessarily incurred in this action. ..."

b. On the top of the second page of the Itemized Statement she claimed the following:

"Cost of Court Reporter's Transcript; Prestige Court Reporting;
\$2,587.00"

c. As previously noted, Respondents never paid for this or any other item.

d. More importantly, the assertion that the transcript was necessarily incurred in connection with this appeal is a fraud and may rise to the level of perjury.

e. Respondents purchased and used the transcript pursuant to an Order by trial court Chief Administrative Judge Steven John that the transcript was to be used at a post-trial hearing to be scheduled. At the time Respondents purchased the transcript there was nothing in the record to suggest that an appeal would be filed.

(1) The final order following the trial was entered September 10, 2012.

(2) On November 6, 2012 Chief Administrative Judge Steven John issued an Order Exhibit F requiring the production of the trial transcript in connection with a forthcoming hearing, the date for which he would set after being informed when the Court Reporter would have said transcript available. All parties were required to use and cite to the trial transcript at the forthcoming hearing.

(3) On November 9, 2012 Appellant used Standard Form 11, "Letter Ordering Transcript From Court Reporter" Exhibit G, to order the transcript pursuant to the November 6, 2012 Order of Court Exhibit F. The second paragraph of the letter made it clear that the Transcript was NOT being ordered in connection with any appeal:

"This transcript is being obtained to enable him to make a decision on post-trial motions in the absence of Judge Stroman who has recused himself. It is not being used for the purpose of an appeal".
(Underlying added; "him" being Chief Administrative Judge Steven John.

(4) On November 13, 2012 Prestige Court Reporters billed Appellant \$6,555.00 Exhibit H for the transcript, which was paid under protest since this far exceeded the rates for a trial transcript set by the South Carolina Supreme Court. This was more than 250% more than what the Court Reporter – which was a contract employee of Respondent's counsel - charged Respondent (the \$2,586.00 claimed by Respondent on Form 17). Never-the-less Respondent never paid anything anyway: Travelers Insurance paid for the transcript which Respondent used in the hearing set by Chief Administrative Judge Steven John.

(5) On December 12, 2012, Chief Administrative Judge Steven John scheduled the hearing (Exhibit "I") to be held on February 4, 2013. This was the purpose for which the cost of the transcript was "necessarily incurred". This court

is reminded that the Form 11 Transcript Order Exhibit G explicitly stated that the transcript “*is not being used for the purpose of an appeal*”.

f. Clearly the cost of the transcript was not “necessarily incurred in this action”. Clearly the claim that it was “necessarily incurred” in this appeal is fraudulent at the least and perhaps rises to the level of perjury.

5. Demand for payment for “Respondents’ Return to Appellant’s Motion for Rehearing” is prohibited by SCRAP Rule 222.

The last item for which reimbursement is demanded is for Respondents’ Return to Appellant’s Motion for Rehearing”. Apart from the fact that Respondent never actually incurred any cost for this, this item is NOT among those permitted (“Costs Allowed”, SCRAP Rule 222(b). The rule states that

“The allowance of additional costs will generally not be allowed except in the most extraordinary of circumstances.”

Respondent did not provide a single word of explanation as to what is extraordinary about this item. To the contrary, filing a Motion for Reconsideration is a very ordinary, usual, and mandatory precursor to filing a Petition for a Writ of Certiorari to the South Carolina Supreme Court, which Appellant did in this case.

Respondent’s request for reimbursement for this item betrays the contempt that Respondent has for honesty in pleadings and for conformity with rules and statutes. While the amount is trivial, Respondent’s misconduct relating to this matter is significant.

6. Demand for payment for printing costs for Respondent’s supplements to the Record on Appeal sound in fraud given the number of actual pages in the exhibits reprinted.

The two orders allowing Respondent to supplement the Record on Appeal relate to specific exhibits with known page counts. Appellant cannot reconcile the

numbers cited by Respondent in Respondent's Form 17 and suggests that it is a simple matter for the Court to count those pages and verify the accuracy or inaccuracy of the numbers stated by Respondent.

a. The October 29, 2013 Appellate Court Order related to Appellants (Plaintiff) Exhibit 556 (the April 29, 2003 deed from Plantation AD to DR Horton for a certain portion of the development) which had four (4) pages and Respondent's (Defendant) Exhibit 53 (Appellant's April 28, 2009 email from Appellant to Respondent) which has four (4) pages.

Again the item is trivial and the costs were not actually incurred by Respondent but it is a significant indicia about Respondent's overall lack of respect for honesty and the rules. Considering the two exhibits, Appellant is of the belief that the count should be eight (8) pages times seventeen (17) copies (fifteen for the Court; one for Respondent, and one for Appellant) which equal 136 pages, not the 266 asserted under oath and affirmation by Respondent's Counsel.

b. The January 2, 2014 Appellate Court Order related to the single document which Respondent's November 12, 2013 Motion for Reconsideration included as Exhibit A thereto: the single page May 16, 2012 Trial Court Order permitting Appellant (Plaintiff) to Amend his Complaint.

Again, Respondent never actually incurred this cost and the page count stated is inconceivable: Respondent's sworn affidavit stated 95 pages whereas seventeen (17) copies of a one page order is seventeen pages.

The Court is invited to count those exhibits and draw its own conclusion as to the page count, but because SCRAP Rule 222(b) permits recovery only "to the

extent the party actually incurred these costs” Respondent’s request should be denied.

7. CONCLUSION.

a. **FOR THE REASONS STATED, Respondent is not entitled to any reimbursement for costs, as none were actually incurred by Respondent in this action.**

b. **Respondents’ Counsel Alicia Thompson has willfully made several fraudulent statements under oath to the South Carolina Court of Appeals relating to a controlling issue of fact in an attempt to secure an unearned financial gain for her clients.**

Respectfully submitted,



Ronald Jarmuth, Appellant Pro Se
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355

Murrells Inlet, South Carolina
February 8, 2016

Exhibits:

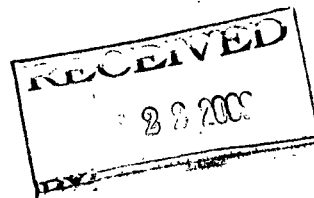
- A - Respondent’s Insurance Policy, Item 4.
- B - 2009 Complaint, pg. 1 with Court Date Stamp
- C - Respondent 2009 General Ledger, Legal Costs
- D - Covenants, Section 6.1
- E - Respondent Bylaws, Section 13.4, Enforcement.
- F - November 6, 2012 Form 4 Court Order regarding transcript.
- G - November 9, 2012 Form 11 Order for Transcript.
- H - December 13, 2012 Prestige Court Reporting Transcript Invoice.
- I - December 12, 2012 Chief Administrative Judge’s Order setting February 4, 2013 as the Hearing Date.

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January 15, 2009

International Club POA, Inc.
K.A. Diehl & Associates, Inc.
P.O. Box 2537
Murrells Inlet, SC 29576



RE: Policy No. 104460344
Type of Policy: Directors & Officers Liability
Company: Travelers C&S Co. of America
Inception Date: 01/20/09

Dear Beckie:

Enclosed is your renewal Directors & Officers Liability policy. Please read it carefully and contact our office if there are any adjustments which should be made or if you have had any changes in your exposure such as acquisitions or sales.

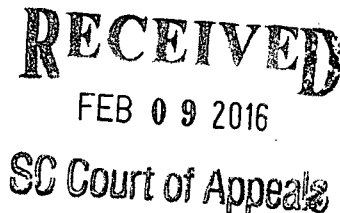
If for any reason this renewal coverage is not desired, please return the policy (ies) to our office within ten (10) days with your instructions. Please note that some policies have minimum earned premiums, taxes, and fees if returned after the effective date of coverage.

If we can be of assistance with any of your other insurance matters, please feel free to contact us. We have a full range of products available for business, homeowners, auto, life, health and retirement planning. We appreciate your continued business.

Kindest Regards,

Robin E. Rossi
Customer Service Representative

#RENENCO1



A

Myrtle Beach
1813 N. Oak Street • P.O. Box 2410
Myrtle Beach, SC 29578
Tel: 843-626-3030
Fax: 843-448-5633

Quality Insurance Protection
www.WaccamawInsurance.com
Generalmail@WaccamawInsurance.com

Murrells Inlet
3955 Highway 17 Bypass • P.O. Box 3948
Murrells Inlet, SC 29576
Tel: 843-357-9090
Fax: 843-357-6343



**NON-PROFIT MANAGEMENT AND ORGANIZATION LIABILITY
INSURANCE POLICY**

DECLARATIONS

POLICY NO. 104460344

Travelers Casualty and Surety Company of America
Hartford, CT 06183

(Herein, the "Insurer")

**THIS IS A CLAIMS MADE AND REPORTED POLICY WITH DEFENSE COSTS INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ THE ENTIRE POLICY CAREFULLY.**

NOTICE: THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE "INSURED" DURING THE "POLICY PERIOD" AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS "DEFENSE COSTS." ANY "DEFENSE COSTS" THAT ARE INCURRED SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION. THE INSURER SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY CLAIM AGAINST THE INSURED UNDER THIS POLICY.

ITEM 1. INSURED ORGANIZATION'S NAME and PRINCIPAL ADDRESS:

INTERNATIONAL-CLUB PROPERTY OWNERS ASSOCIATION, INC.
PO BOX 2537
C/O K.A. DIEHL & ASSOCIATES
MURRELLS INLET, SC 29576

ITEM 2. POLICY PERIOD:

(a) From January 20, 2009 (b) To January 20, 2010 at 12:01 a.m.
Local Time both dates at the Principal Address stated in ITEM 1

ITEM 3. LIMIT OF LIABILITY (Inclusive of Defense Costs):

\$1,000,000.00 maximum aggregate Limit of Liability for all Claims first made in the Policy Period.

ITEM 4. RETENTION:

- (a) No Retention shall apply to Non-Indemnified Loss
(b) \$2,500.00 all Indemnified Loss.

ITEM 5. PREMIUM:

\$1,935.00 prepaid premium for the Policy Period.

ITEM 6. PREMIUM FOR DISCOVERY PERIOD: \$1,451.25**ITEM 7. LENGTH OF DISCOVERY PERIOD: 365 days.****ITEM 8. NOTICE REQUIRED TO BE GIVEN TO THE INSURER SHALL BE ADDRESSED TO:**

Travelers Bond & Financial Products Claim
One Tower Square, 2S2
Hartford, CT 06183

ITEM 9. PENDING AND PRIOR LITIGATION DATE: January 20, 2005

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 Ronald Jarmuth)
)
 Plaintiff)
)
 vs.)
)
 The International Club)
 Homeowners Association, Inc.,)
)
 And)
)
 Rosemary Toth)
)
 Defendants)
)

IN THE COURT OF COMMON PLEAS
 FIFTEENTH JUDICIAL CIRCUIT
 Civil Action No. 2009-CP-26 - 3596

COMPLAINT
 (NON-JURY)
 (DECLARATORY JUDGMENT)
 (AND EQUITABLE RELIEF)
 (DERIVATIVE ACTION BY SHAREHOLDERS)

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 09 APR 27 PM 3:49
 HORRY COUNTY

Ronald Jarmuth ("Jarmuth" complaining of the Defendants, The International Club Homeowners Association, Inc ("HOA") and Rosemary Toth, putative President of the HOA, respectfully shows and alleges unto this Honorable Court as follows:

1. The Plaintiff is a citizen of South Carolina, a resident of Horry County, a member of the HOA and is an owner of a lot in the International Club Planned Unit Development ("PUD") and which lot is subjected to certain covenants which allegedly apply to all properties within the PUD.
2. The Defendant HOA is a non-profit corporation organized and existing under the laws of the State of South Carolina by virtue of its non-profit corporation Articles of Incorporation filed with the Office of the Secretary of State of South Carolina on or about March 1, 2001.
3. Rosemary Toth is the putative President of the HOA. She is the co-owner (with Charles Roche) of a lot in the HOA subject to the same certain covenants under dispute.
4. The property that is the subject of this action is located in Horry County, South Carolina and lies within the PUD. The events that are the subject of this action took place in Horry County, South Carolina.

5. This is an action for declaratory judgment relief pursuant to the Uniform Declaratory

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 SC Court of Appeals **B**

Date 02/01/10 Time: 10:14:16

Report #8167 Page: 86

International Club HOA, Inc.

GENERAL LEDGER TRIAL BALANCE

Starting date: 01/01/09
Ending date: 12/31/09

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance	
611-003	Printing	.00	40.00	40.00	.00	.00	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	09/11/09	AR0000	2709		40.00	Dear - copies	
	09/30/09	GJ0200	2709	40.00		R/C miskeyed deposit	
612-000	Postage Expense	.00	6,735.32	7.18	6,728.14	6,728.14	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/31/09	AP0000	VH3291	163.81		K. A. DIEHL & ASSOCIATES,	Jan 09 monthly charges
	02/28/09	AP0000	VH3350	61.12		K. A. DIEHL & ASSOCIATES,	Feb 09 monthly charges
	03/10/09	AP0000	VH3352	420.87		CAROLINA MAIL HOUSE, INC	Board mailing
	03/10/09	AP0000	VH3353	181.93		CAROLINA MAIL HOUSE, INC	Newletter mailing
	03/31/09	AP0000	VH3406	256.53		K. A. DIEHL & ASSOCIATES,	March 09 monthly charges
	04/08/09	AP0000	VH3419	166.86		CAROLINA MAIL HOUSE, INC	trash ltr mailing
	04/30/09	AP0000	VH3470	385.16		K. A. DIEHL & ASSOCIATES,	April 09 monthly charges
	05/15/09	AP0000	VH3510	7.18		POST MASTER	To fund returned mail
	05/18/09	AP0000	3510		7.18	POST MASTER	To fund returned mail
	05/31/09	AP0000	VH3528	944.40		K. A. DIEHL & ASSOCIATES,	May 09 monthly charges
	06/17/09	AP0000	VH3570	626.63		CAROLINA MAIL HOUSE, INC	Certificate mailing
	06/17/09	AP0000	VH3571	536.15		CAROLINA MAIL HOUSE, INC	Legal lawsuit information
	06/17/09	AP0000	VH3571	1.55		CAROLINA MAIL HOUSE, INC	Legal lawsuit information
	06/17/09	AP0000	VH3582	550.00		POST MASTER	Postage for mailing
	06/30/09	AP0000	VH3600	536.31		CAROLINA MAIL HOUSE, INC	Spec mtg mailing
	06/30/09	AP0000	VH3610	163.35		K. A. DIEHL & ASSOCIATES,	June 09 monthly charges
	07/31/09	AP0000	VH3672	122.37		K. A. DIEHL & ASSOCIATES,	July 09 monthly charges
	08/27/09	AP0000	VH3742	456.92		K. A. DIEHL & ASSOCIATES,	Aug 09 monthly charges
	09/15/09	AP0000	VH3777	543.98		CAROLINA MAIL HOUSE, INC	Proxy mailing
	09/30/09	AP0000	VH3800	193.24		K. A. DIEHL & ASSOCIATES,	Sept 09 monthly charges
	10/30/09	AP0000	VH3883	130.74		K. A. DIEHL & ASSOCIATES,	Oct 09 monthly charges
	11/30/09	AP0000	VH3934	143.53		K. A. DIEHL & ASSOCIATES,	Nov 09 monthly charges
	12/31/09	AP0000	VH3995	142.69		K. A. DIEHL & ASSOCIATES,	Dec 09 monthly charges
620-000	Legal Services	.00	32,038.50	5,697.00	26,341.50	26,341.50	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/27/09	AP0000	VH3265	4,672.50		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
	02/24/09	AP0000	VH3327	1,848.25		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
	03/17/09	AP0000	VH3381	520.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
	04/21/09	AP0000	VH3456	3,568.50		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
	04/30/09	AP0000	VH3473	861.50		MCCUTCHEN,MUMFORD,VAUGHT,	3/30/09-4/24/09 srvs
	04/30/09	AP0000	VH3474	1,060.00		MCCUTCHEN,MUMFORD,VAUGHT,	4/16/09-4/28/09 srvs
	04/30/09	AP0000	VH3475	1,900.00		MCCUTCHEN,MUMFORD,VAUGHT,	3/31/09-4/21/09 srvs
	06/01/09	GJ0167	AUDIT		4,577.00	To accrue 123108 expenses	
	06/01/09	GJ0167	AUDIT		1,120.00	To accrue 123108 expenses	
	06/04/09	AP0000	VH3541	80.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #51413
	06/04/09	AP0000	VH3542	920.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #51294

C

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"
 Ending account #: "Last"
 *** Not a standard period ***
 Profit center: "All"

Starting date: 01/01/09
 Ending date: 12/31/09

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
06/04/09	AP0000 VH3543	2,500.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927	
06/09/09	AP0000 VH3564	52.50		PATRICK & STATHOS, LLC	File #07-076	
07/07/09	AP0000 VH3615	1,293.75		J. THOMAS MIKELL, PC	Legal services	
07/15/09	AP0000 VH3647	2,241.50		MCCUTCHEN,MUMFORD,VAUGHT,	Legal service	
07/15/09	AP0000 VH3648	2,220.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal services	
07/15/09	AP0000 VH3649	60.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal services	
07/31/09	AP0000 VH3700	2,980.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal services	
07/31/09	AP0000 VH3701	260.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal Services	
10/13/09	AP0000 VH3838	2,500.00		MCNAIR LAW FIRM, P.A.	Sept 09 legal services	
11/18/09	AP0000 VH3919	2,500.00		PARKER, POE, ADAMS & BERN	File #IN769-114955 legal	

621-000 Audit Services .00 2,350.00 .00 2,350.00 2,350.00

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/06/09	AP0000	VH3215	350.00		C. NICHOLAS DIEZ, CPA LLC	Rev of fin stmts
03/31/09	AP0000	VH3401	500.00		C. NICHOLAS DIEZ, CPA LLC	Rev of fin stmts yr end
07/28/09	AP0000	VH3667	1,500.00		ANDREW C. THOMPSON, CPA	Audit of fin stmts

622-000 Management Services .00 54,498.34 6,787.20 47,711.14 47,711.14

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/05/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
02/02/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
03/02/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/30/09	GJ0138	NEWBUDG		4,524.80	R/C 30% mgmt fee	
05/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
05/31/09	GJ0145	BUDGET		1,131.20	R/C Mgmt Fee 30% to ament	
06/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
06/30/09	GJ0162	BUDGET		1,131.20	R/C 30% mgmt fee to amen.	
07/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
08/03/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
09/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
10/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
11/02/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
11/18/09	AP0000	VH3918	15,037.50		K. A. DIEHL & ASSOCIATES,	Admins & mtg attendance
12/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
12/31/09	GJ0231	697	1,000.00		To R/C to mgmt fee	

623-000 Insurance Expense .00 2,268.25 165.00 2,103.25 2,103.25

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/31/09	RJ0001	INS SCH	58.32		Amort Ins Expense	
02/28/09	RJ0001	INS SCH	161.25		Amort Ins Expense	
03/31/09	RJ0001	INS SCH	161.25		Amort Ins Expense	
04/30/09	RJ0001	INS SCH	161.25		Amort Ins Expense	
05/31/09	RJ0001	INS SCH	161.25		Amort Ins Expense	

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COVENANTS**D****Section 6.1. Creation of the Lien and Personal Obligation of Assessments.**

The Developer, for each Unit owned within the Subdivision, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) **annual Assessments or charges for uses and purposes set forth in Section 6.2 below**, together with such reasonable reserves as the Association may deem necessary, and

(2) **special Assessments for capital improvements**, such Assessments to be established and collected as hereinafter provided.

The **annual and special Assessments**, together with **interest, costs of collection, and reasonable attorney's fees for the collection thereof**, shall be a charge on the Unit and shall be a continuing lien upon the Unit and improvements thereon ... Each such Assessment, together with interest, costs of collection, and reasonable attorney's fees for the collection thereof (all of such Assessments, interests, costs and fees being herein referred to as the "Assessment" or "Assessments"), shall also be the personal obligation of the person who was the Owner of the Unit ...

BYLAWS**E**

Section 13.4 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to the Declaration, as either of the same may be lawfully amended from time to time, **and with the covenants, conditions, and restrictions set forth in the Declaration and in the deed or other instrument of conveyance** to such Owner's Unit, if any.

Failure to comply with any of the same shall be grounds ... for instituting an action ... Should the Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner

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SC Court of Appeals

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Horry
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2009 CP-26-03596

RONALD JARMUTH

INTERNATIONAL CLUB HOA

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON): Rule 40(j), SCRPC; Bankruptcy
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other

FILED
 Horry County
 12 NOV -6 PM 3:31
 MELANIE HUGGINS-WARD
 CLERK OF COURT

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: PLAINTIFF HAS 10 DAYS FROM TODAY'S DATE TO GET A WRITTEN RESPONSE AS TO WHEN TRANSCRIPT CAN BE PRODUCED FROM COURT REPORTER AS TO MASTERS HEARING. THEN THE COURT WILL SCHEDULE PROCEEDINGS.

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ORDER INFORMATION

This order ends does not end the case.

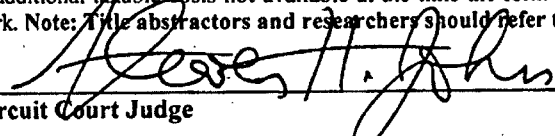
Additional Information for the Clerk : _____

SC Court of Appeals

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


129
11/6/12

Circuit Court Judge Judge Code Date

F

FORM 11
LETTER ORDERING TRANSCRIPT FROM COURT REPORTER

November 9, 2012

Sharon Brock
Prestige Court Reporting, Inc.
softballmama3@aol.com.
1301 Third Avenue
Conway, SC 29526
Tel: 843-248-5252
Fax: (843) 488-3189

Re: Jarmuth v IHOA 2009CP26-03596

Dear Sirs:

On August 8, 2012, the above case was tried before the Honorable Ralph Stroman, Special Referree, in Conway (Horry County). My records indicate that you provided the court reporter for this case.

I request that you provide me with a transcript of what was said at the proceedings. Please transcribe the entire record [except for the exhibits]. The transcript and exhibits will be reviewed by the Chief Administrative Judge of the Circuit, Hon. Judge Steven John, at a date to be set, and it will be necessary to obtain those for his examination in conjunction with the transcript of what was said. This transcript is being obtained to enable him to make a decision on post – trial motions in the absence of Judge Stroman who has recused himself. It is not being used for the purpose of an appeal.

I agree to pay the per page charge for this transcript as provided by Rule 607, SCACR.

Sincerely,

Ronald Jarmuth

Ronald Jarmuth
Pro Se
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355

cc: Henrietta Golding, Esquire
Attorney for Defendants

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SC Court of Appeals

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Invoice Number:
71142A

Prestige Court Reporting, Inc.
413 Paul Street
Conway, SC 29527

843-248-5252

APPEARANCE
8/8/2012
DATE BILLED:
11/13/2012

BILL TO:

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576

CASE CAPTION:

Jarmuth vs. IHOA
CASE NO: 2009-CP-26-03596

TERMS

Payment in Advance

DELIVERED BY

Priority Mail

REPORTER

SBB

TRANS.

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1,380	2002.1	Original transcript of hearing	4.75	6,555.00
1,224	4001.3	Reproduction of Exhibits (digital) (PROVIDED TO THE COURT 8/13/12 PER ORDER OF THE COURT)	0.35	428.40
2	4002	Exhibit book	10.00	20.00
1	6000.1	Postage, Handling and Delivery of Transcript	50.00	50.00

TRANSCRIPT:	6,555.00
DELIVERY	50.00
TOTAL	6,605.00

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SC Court of Appeals

H

Total

\$7,053.40

RE: Jarmuth vs. IHOA - Case Number: 2009-CP-26-03596

From: **John, Steven H. Law Clerk (Rose Beth Grossman)** (SJohnLC@sccourts.org)
Sent: Wed 12/12/12 2:46 PM
To: Ronald Jarmuth (ronaldjarmuth@hotmail.com); hgolding@mcnair.net (hgolding@mcnair.net)

Mr. Jarmuth and Ms. Golding,

As I have previously informed you, Judge John has scheduled a hearing in this matter on Monday, February 4, 2013 at 9:30 AM. The parties may submit briefs to the Court by Wednesday, January 23, 2013 via US mail, express delivery, or hand delivery, but not via electronic transmission or facsimile. At the hearing, the Plaintiff and the Defendant will each have two hours to make oral arguments. The oral arguments must pertain to arguments specifically set forth in the post-trial motions and briefs submitted to the Court.

Sincerely,

Rose Beth

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I

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Ralph P. Stroman, Special Referee

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SC Court of Appeals

Case No.: 2009-CP-26-3596
Consolidated With Case No: 2010-CP-26-11320
Appellate No. 2013-000714

Ronald Jarmuth, Appellant,

Appellant Pro Se

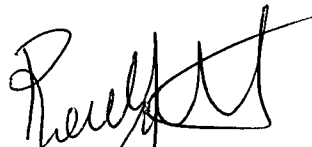
v.

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

Respondents.

PROOF OF SERVICE

I, Ronald Jarmuth, Appellant Pro Se, in the above titled case, certify that I have served the Appellant's Response in Opposition to the Respondents' Motion for Costs, together with Exhibits A through "I", and this Proof of Service, on all other parties to this case by depositing a copy of same in the United States Mail, first class postage prepaid, on February 8, 2016, addressed to their common counsel: Henrietta U. Golding; McNair Law Firm, P.A.; 2411 Oak Street; Suite 206; Myrtle Beach, SC 29577-3164.



Ronald Jarmuth, Appellant Pro Se
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355

February 8, 2016

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
February 8, 2016

The Honorable Jenny Abbott Kitchings, Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

RE: Ronald Jarmuth v. International Club HOA, Inc. et al.
Case Track #: 2013-000714
Civil Action Nos.: 2009-CP-26-3596 and 2010-CP-26-11320

Dear Ms. Kitchings:

Enclosed please find for filing with the Court:

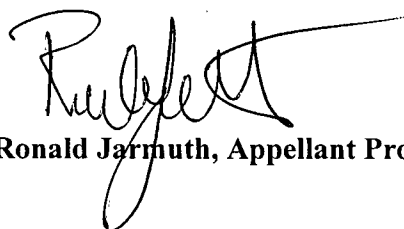
* Original (unbound) and seven copies of the Appellant's Response in
Opposition to Respondents' Motion for Costs; and;

* Proof of Service.

By copy of this letter to parties of record, and as shown on the Proof of Service, I hereby
serve a copy of the aforementioned documents to the parties of record.

Please return to me one clocked copy of the enclosed documents in the enclosed self-
addressed envelope.

Sincerely,



Ronald Jarmuth, Appellant Pro Se

Enclosures – as

cc: McNair Law Firm for Respondents

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FEB 09 2016
SC Court of Appeals