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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

R. Markley Dennis, Jr., Circuit Court Judge

Appellant Case No. 2016-000553

Matthew L. Dawson and Kateri Dawson, Plaintiffs,
Of whom Matthew L. Dawson is the Appellant,
v.
Ravenel Associates, Inc. d/b/a Ravenel Associates, Defendant.
Mathew L. Dawson, Plaintiff,
v.
Village Green Homeowners Association, Defendant,
Of whom Village Green Homeowners Association is the Respondent.

SUPPLEMENTAL TO RECORD ON APPEAL

Matthew L. Dawson
3290 Middleburry Lane
Charleston, South Carolina 29414
(843) 822-4338
Appellant

D. Gary Lovell, Jr. Esquire
Douglas W. Mackelcan, Esquire
William J. Farley, III, Esquire
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401

Kevin W. Mims, Esquire
50 Immigration Street, Suite 200
Charleston, South Carolina 29403
Attorneys for Respondent

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-10-2319

FILED
2015 OCT -9 PM 2:55
JULIE J. ARMSTRONG
CLERK OF COURT

Matthew and Kateri Dawson
PLAINTIFF(S)

Ravenel Associates, Inc. d/b/a Ravenel Associates and Village Green Homeowner's Association
DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ 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. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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

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: Defendant Ravenel Associates' Motion for Summary Judgment as to Plaintiff Kateri Dawson's Cause of Action for Negligence, filed on 8/31/15, is DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT 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)
N/A		$
		$
		$

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.

Circuit Court Judge

2060
Judge Code

10/1/15
Date

SCRCP Form 4C (03/2013)

Page 1

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Matthew L. Dawson and Kateri Dawson, Plaintiffs, vs. Ravenel Associates, Inc. d/b/a Ravenel Associates, and Village Green Homeowners Association, Inc., Defendants.	IN THE COURT OF COMMON PLEAS THE NINTH JUDICIAL CIRCUIT CASE NO.: 2014-CP-10-2319 **DEFENDANT VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.'S MOTION FOR SUMMARY JUDGMENT**

FILED
2015 MAR 23 PM 2:55
JULIE J. ARMSTRONG
CLERK OF COURT
BY

COMES NOW, Defendant Village Green Homeowners Association, Inc. ("VGHOA"), by and through its undersigned attorneys, and hereby moves for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

Plaintiff Matthew L. Dawson, a former member of the VGHOA Board of Directors and former Chairman of the VGHOA Architectural Review Board, has asserted a negligence claim against VGHOA based on action taken by the VGHOA Board of Directors in response to Mr. Dawson's interactions with his neighbor and fellow VGHOA member. VGHOA's action involving the Plaintiff was within the scope of its authority to act, and it took such reasonable action in good faith and based on its business judgment. Plaintiff Kateri Dawson has not asserted any claims against VGHOA.

Summary Judgment for VGHOA is proper because no issues of material fact exist regarding this claim, and VGHOA is entitled to a judgment as a matter of law. The VGHOA Board of Directors acted reasonably and within the scope of its authority in deciding to censure the Plaintiff; therefore, it cannot be held liable to the Plaintiff for negligence.

This Motion is based upon and supported by the pleadings, Rules of Civil Procedure, applicable statutes, applicable case law, governing documents of the Village Green Homeowners Association, and any supporting memoranda filed with the Court prior to hearing on this Motion.

This 19th day of March, 2015.

Respectfully submitted,

By: _____

Douglas W. MacKelcan, Esq.
State Bar No.: 76332
Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401-3531
843-727-0307

Kevin W. Mims, Esq.
Luzuriaga Mims, LLP
50 Immigration Street, Suite 200
Charleston, SC 29403
(843) 266-9782

Attorneys for *Defendant Village Green Homeowners Association, Inc.*

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Matthew L. Dawson and Kateri Dawson, Plaintiffs, vs. Ravenel Associates, Inc. d/b/a Ravenel Associates, and Village Green Homeowners Association, Inc., Defendants.	IN THE COURT OF COMMON PLEAS THE NINTH JUDICIAL CIRCUIT CASE NO.: 2014-CP-10-2319 DEFENDANT VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.'S MEMORANDUM IN SUPPORT OF SUMMARY JUDGMENT

FILED
2015 SEP 24 PM 3:21
JEAN H. TOAL
CLERK OF COURT
CHARLESTON COUNTY

COMES NOW Defendant Village Green Homeowners Association, Inc. ("Village Green HOA"), by and through the undersigned counsel, and hereby submits this Memorandum in Support of its Motion for Summary Judgment as to the only remaining cause of action for negligence asserted against it by Plaintiffs Matthew L. Dawson ("Mr. Dawson") and Mrs. Kateri Dawson ("Mrs. Dawson") (hereinafter referenced individually or collectively as "Plaintiffs").

STATEMENT OF FACTS

Plaintiffs own and reside at 3290 Middlebury Lane, Charleston, South Carolina 29414. This property is located in the Village Green subdivision. Village Green is governed by the Village Green HOA and, more specifically, is directed by the Village Green HOA Board of Directors ("the Board"). Mr. Dawson initially agreed to serve as a member of the Board in 2011. During his time as a member of the Board, Mr. Dawson served as Treasurer and, on February 28, 2012, was appointed Chairman of the Village Green Architectural Review Board ("ARB").

On March 19, 2012, Mr. David Malara ("Mr. Malara") and Ms. Virginia Adrihan ("Ms. Adrihan") presented a formal complaint to the Board requesting that it remove Mr. Dawson from his positions as ARB Chairman and Board member due to "misuse" of the authority vested in

these positions. ("Complaint Letter", Attached as "Exhibit A".) At the time, Mr. Malara and Ms. Adrihan resided at 3286 Middlebury Lane, Charleston, South Carolina 29414 and were next-door neighbors of Plaintiffs. Ms. Adrihan has since moved.

The Board addressed the allegations in the Complaint Letter over several meetings, the first of which was the monthly meeting held on March 19, 2012. (Minutes of Meeting, Attached as "Exhibit B".) The Board also considered the Complaint Letter in special meetings held on March 26, 2012 and April 2, 2012, a monthly meeting previously scheduled for April 16, 2012, and in a final special meeting on April 24, 2012. (Minutes of Meetings, Attached as "Exhibits C, D, E, and F".) Board members also discussed the matter informally. (Toole Dep., 24:24 – 25:15.)

Ultimately, the Board voted against removing Mr. Dawson from his positions as ARB Chairman and Board member. However, the Board did unanimously vote in favor of censuring Mr. Dawson for his conduct and also placed restrictions on his authority as ARB Chairman. These restrictions prohibited Mr. Dawson from exercising any authority over ARB matters pertaining to the residence of Mr. Malara and Ms. Adrihan. Subsequently, the Board revised the censure to a "Memo of Counseling" at the request of, and with the approval of Mr. Dawson.

Mr. Dawson resigned from his positions as Board member and ARB Chairman on May 30, 2012. Mr. Dawson subsequently filed this lawsuit against Village Green HOA on January 25, 2013 alleging negligence and defamation causes of action. This Court previously granted Village Green HOA's Motion for Summary Judgment on the defamation cause of action; therefore, negligence is the only remaining cause of action.

STANDARD OF REVIEW

Pursuant to Rule 56(c) of the South Carolina Rules of Civil Procedure, summary judgment is appropriate if "the pleadings, depositions, answers to interrogatories, and admissions

on file, together with affidavits, if any, show there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." In ruling on a motion for summary judgment, "the court must view the facts and inferences therefrom in a light most favorable to the nonmoving party." Bravis v. Dunbar, 316 S.C. 263, 265, 449, S.E.2d 495, 496 (Ct. App. 1994). "A party opposing a properly supported Motion for Summary Judgment, however, may not rest on the mere allegations or denials of its pleading, but must set forth or point to specific facts showing that there is a genuine issue of material fact. Thus, the existence of a mere scintilla of evidence in support of the nonmoving party's position is not sufficient to overcome a Motion for Summary Judgment." Dickert v. Metropolitan Life Insurance Company, 306 S.C. 311, 313, 411, S.E.2d 672, 673 (Ct. App. 1991), *reversed* in part on other grounds, 311 S.C. 218, 428, S.E.2d 700 (1993).

ARGUMENT

A. The Board acted within its scope of authority in investigating the Complaint Letter submitted by Mr. Malara and Ms. Adrihan and in disciplining Dawson for his misuse and abuse of the power vested in him as ARB Chairman and Board member.

A corporation can only "exercise the powers granted to it by law, its charter or articles of incorporation, and any bylaws made pursuant thereto." Layering v. Seabrook Island Prop. Owners Ass'n, 289 S.C. 77, 82, 344 S.E.2d 862, 865 (Ct. App. 1986). When a corporation acts within its scope of authority, such conduct is considered *intra vires*. "Acts beyond the scope of a corporation's powers as defined by law or its charter are *ultra vires*." Id. In South Carolina, the business judgment rule operates to preclude judicial review of *intra vires* actions taken by a corporate governing board absent a showing of a lack of good faith, fraud, self-dealing or unconscionable conduct. Dockside Ass'n, Inc. v. Detyens, 294 S.C. 86, 87, 362 S.E.2d 874, 874 (1987) (internal citation omitted). "In a dispute between the directors of a homeowners

association and aggrieved homeowners, the conduct of the directors should be judged by the 'business judgment rule,' and absent a showing of bad faith, dishonesty, or incompetence, the judgment of the directors will not be set aside by judicial action." Goddard v. Fairways Dev. Gen. P'ship, 310 S.C. 408, 414, 426 S.E.2d 828, 832 (Ct. App. 1993). "The burden of proving good faith is not on the governing board; the burden of proving a lack of good faith is borne, rather, by those challenging the board's actions." Dockside Ass'n, Inc., 294 S.C. at 87, 362 S.E.2d at 874.

As applied to this case, the business judgment rule operates to preclude judicial review of all Board action within its scope of authority established by South Carolina law, the Declaration of Covenants, Conditions, and Restrictions for Village Green Subdivision (hereinafter "Covenants"), the Bylaws of Village Green Homeowners Associations, Inc. (hereinafter "Bylaws"), and the ARB Guidelines. (Covenants, Bylaws, and ARB Guidelines, Attached as "Exhibits G, H, and I".)

I. The Board fulfilled its obligation to reasonably investigate the Complaint Letter filed by Mr. Malara and Ms. Adrihan.

Pursuant to S.C. Code Ann. § 33-31-801(b), all corporate powers must be exercised by or under the authority of and the affairs of the corporation managed under the direction of its board. This includes, without limitation, the power to "sue and be sued, complain, and defend in its corporate name" and to "do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the corporation." *See* S.C. Code Ann. § 33-31-302(1), (18). Pursuant to Article VI, Section 1 of the Bylaws, the Board shall be responsible for managing the business and affairs of Village Green HOA. Section 1(c) of Article VIII further states that the Board shall exercise for Village Green HOA all powers, duties and authority vested in or

delegated to Village Green HOA and not otherwise reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or the Declaration.

Within the broad scope of authority established by South Carolina law and the governing documents of Village Green HOA is the obligation of the Board to investigate complaints filed by homeowners or other third parties. In this case, Mr. Malara and Ms. Adrihan presented a Complaint Letter to the Board outlining multiple instances in which Mr. Dawson abused his power as Board member and ARB Chairman. Specifically, the Complaint Letter alleged Mr. Dawson inappropriately confronted Mr. Malara about various ARB issues, used vulgar language on multiple occasions, and generally abused his position as Board member and ARB Chairman to "harass, discredit and slander" Mr. Malara and Ms. Adrihan. The Complaint Letter further requested that Mr. Dawson be removed from his positions as Board member and ARB Chairman immediately and threatened legal action against the Board if it failed to do so.

At this point, and in order to protect the Board and Village Green HOA from future litigation, the Board began its investigative efforts. On March 19, 2012, Mr. Malara and Ms. Adrihan addressed the Board to discuss the allegations set forth in their Complaint Letter. Mr. Malara and Ms. Adrihan further requested that the Board call a special meeting to consider the Complaint Letter and how it intended to resolve the issues set forth therein. The Board agreed to do so and scheduled a special meeting for March 26, 2012. During this meeting, the Board went into Executive Session to further discuss the Complaint Letter and afford Mr. Dawson the opportunity to be heard on the allegations. Shawn Toole ("Mr. Toole"), President of the Board at that time, testified that:

Q: And so with regard to March 26th, 2012, you already testified that you didn't have any specific recollection about what happened at that meeting; is that correct?

A: I remember at that meeting that Matt had the opportunity to address us and give us some background on the situation. Putting these three documents together reminded me of a couple of things. Yeah. So that was – I think that was the meeting where Matt shared with us the situation that was taking place at the Malara's residence. I think this came after the complaint from Malara.

[. . .]

Q: But you recall Matt Dawson having an opportunity to share what happened?

A: I do. I don't remember the specifics at this time, but I remember him sharing with us that there was some possible ARB issues with that residence.

(Toole Dep., 19:13-24, 20:6-10.)

After an hour in Executive Session regarding this issue, the Board adjourned without a decision. On April 2, 2012, the Board held another special meeting to consider the disciplinary measures requested by Mr. Malara and Ms. Adrihan in their Complaint Letter. Specifically, the Board met to discuss whether Mr. Dawson should be removed from his position as Board member or ARB Chairman. Mr. Dawson did not attend this meeting, but submitted a letter to the Board outlining his position regarding the allegations set forth in the Complaint Letter and offering his perspective on the same. (Letter, Attached as "Exhibit J".) Ultimately, this meeting was adjourned without the presentation of a motion to remove Mr. Dawson from either position.

On April 16, 2012, the Board reconvened for its regular monthly meeting. Among the items to be addressed was the "ARB Committee Chairman Censure." However, upon reaching this item on the agenda, Mr. Toole made a motion to "remove" it from further deliberation. Mr. Toole was asked in his deposition why the motion was tabled and testified as follows:

A: And I can't tell you why I made a motion for it to be removed. That – that doesn't necessarily mean that we had resolved the matter. We could have just removed it to discuss it at the next meeting.

[. . .]

Q: Was there a determination made at the April 16th, 2012 meeting that a determination was made that Matt Dawson did not misuse his position as ARB chairman?

A: We didn't discuss it. It was tabled.

(Toole Dep., 23:14 – 24:12.)

Finally, on April 24, 2012, the Board met at the request of Mr. Dawson for another special meeting to discuss a final resolution to the Complaint Letter of Mr. Malara and Ms. Adrihan. Four Board members, including Mr. Dawson, were present for the meeting. During the meeting, Board member Heather McKelvey made a motion to approve the censure of Mr. Dawson. This motion was carried by a majority vote. At that point, Mr. Dawson expressed concern that the censure could affect his career as a Certified Public Accountant and requested the Board reconsider its decision. Upon further review, the Board agreed to revoke the censure and issue a memo of counseling to Mr. Dawson.

The memo of counseling served to express the Board's displeasure with Mr. Dawson's involvement in particular matters related to 3286 Middlebury Lane, the residence of Mr. Malara and Ms. Adrihan, as ARB Chairman. The memo of counseling further required that Mr. Dawson remove himself from all future issues directly pertaining to 3286 Middlebury Lane. Finally, the Board required that Mr. Dawson attend several training/educational seminars.

Beginning with its receipt of Mr. Malara and Ms. Adrihan's Complaint Letter on March 19, 2012, the Board engaged in reasonable efforts to investigate the allegations set forth therein, determine the appropriate response, and mitigate the threat of future litigation against the Board

or Village Green HOA. In his deposition, Mr. Dawson even acknowledged the Board should investigate all threats of possible litigation:

> Q: When a board of directors receives a threat of litigation, is it reasonable for that board to do some due diligence and look into this threat?
>
> A: Yes, they should.
>
> (Dawson Dep., 337:5-9.)

The Complaint Letter was on the agenda of two regular monthly meetings and three special meetings were called to exclusively address how the Board should respond to the Complaint Letter. During these meetings, the Board considered all relevant documentation and also offered both parties the opportunity to further explain the situation. Specifically, Mr. Toole testified:

> Q: Was there any particular things that the – say, a board member or the board in general or anybody did to investigate this matter?
>
> A: We looked at the documents that were presented to us, most of what you've shown me here.
>
> (Toole Dep., 38:2-6.)

Mr. Toole further testified as follows:

> Q: Do you have any recollection of when the board met to discuss that?
>
> A: Again, like I've said a couple of times, we met so many times about this issue. . . . And that was some information that we had received from Dave Malara and – and, again, these things were coming in. We were getting personal E-mails –
>
> Q: From Dave Malara?
>
> A: – from Malara and from Matt during this period of time. There were phone calls. There was a lot of communication going on about this. The

meeting and the minutes aren't reflective of the only time communications were being made about this topic.

(Toole Dep., 24:24 – 25:15.)

Based on the above, it is evident that the Board considered all evidence relevant to the Complaint Letter and afforded both parties ample opportunity to be heard on the matter before reaching a decision on April 24, 2012. Thus, it acted reasonably and within its scope of authority as provided by South Carolina law and all governing documents by investigating the allegations of Mr. Dawson's misuse and abuse of power and issuing a memo of counseling to Mr. Dawson for his unprofessional conduct.

II. The Board acted reasonably and within its authority to discipline Mr. Dawson for his misuse and abuse of power as set forth in the Complaint Letter filed by Mr. Malara and Ms. Adrihan.

Pursuant to S.C. Code Ann. § 33-31-830(a), a director shall discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that the director reasonably believes to be in the best interests of the corporation. If a member fails to act in accordance with requirements of his or her position as established by S.C. Code Ann. § 33-31-830(a) or any other governing documents, the member may be subject to discipline by the Board.

Generally, the Board's authority to discipline a member is established by Section 1 of Article VI of the Bylaws. This provision states that the business and affairs of the Association shall be managed by the Board of Directors. More specifically, the Village Green Bylaws also state that any Board member may be removed, with or without cause, at the discretion of the Board. The Board also adheres to Robert's Rules of Order, which provides that the Board may censure or otherwise discipline a member if it determines that he or she acted inappropriately. A

censure can also operate to separate the Board from the actions of a single member so as not to incur liability or exposure to liability for the remaining Board members. These provisions grant wide latitude to the Board in determining if a member's conduct warrants discipline and in assigning the appropriate measure of discipline on a case-by-case basis.

In 2008, Mr. Malara purchased the property located at 3286 Middlebury Lane, Charleston, South Carolina 29414. At the time, Plaintiffs resided at the house next-door. Over the next several years, Mr. Malara and Mr. Dawson grew to be "social friends" with each other. As Mr. Dawson testified, this friendship included spending time with each other on multiple occasions each week. (Dawson Dep., 52:16-17.) Mr. Malara and Mr. Dawson often watched football games together and the two of them, along with Mrs. Dawson and Ms. Adrihan, would occasionally go to dinner together. (Dawson Dep., 52:18 - 53:3.) This relationship continued until November 2011. On November 8, 2011, Mrs. Dawson submitted an online complaint to Ravenel Associates, the property management group for Village Green HOA, regarding trash accumulation on the side of Mr. Malara's home. Following the complaint, Mr. Dawson testified that both parties agreed to move forward and maintain a respectful relationship. However, by December 2011, it was apparent that the parties were incapable of doing so.

On December 8, 2011, Mr. Malara and Ms. Adrihan sent an email to Plaintiffs in effort to "put closure to the situation." Several hours later, Mr. Dawson responded with a profanity-laced email. This email, which Mr. Dawson read into the record during his deposition, states as follows:

> A: Okay.
>
> You motherfucker, Dave, I work during the day, unlike you, so sorry if I didn't call you. After reading your ridiculous letter, I don't even want to

> talk to you. By the way, you feed Whiskers – this is our cat. You even bought food and a damn bed. How dare you say we go over there and feed him snacks. I don't doubt it happened a time or two, but the snacks given were the snacks/food you bought. I can't fucking believe what I just read. You are a damn asshole and I can't even think straight to write this email. You are certainly right we are not friends. You want to go that route, then go with it. You can take your codes and shove them up your ass. I'll be sure to share that letter with everyone as it is so ass backwards.
>
> Yes, your fence was approved by the ARB, but does not meet the ARB guidelines. It was to go up to the corner of the house which it doesn't. Your fence does not go all the way around your property, so your trailer and other trash you have been accumulating can be seen from other surrounding properties and from the pond easement. Your shed violates ARB guidelines by not being made of wood and on a slab, so get rid of it NOW.
>
> Also, don't be throwing any gambling parties and providing alcohol to minors. A good cop wouldn't do that, but then again you won't be a cop in any town around here, trust me on that.
>
> One more time. FUCK YOU!!!!!!

(Dawson Dep., 254:25-256:4.)

In his deposition, Mr. Dawson admitted that the email was "out of line." (Dawson Dep., 104:10.) At the time of this correspondence, Mr. Dawson was a member of the Board, but was not ARB Chairman. However, in February 2012, Mr. Dawson nominated himself to become ARB Chairman and the Board voted to appoint him to this position.

On March 16, 2012, several weeks after Mr. Dawson's appointment as ARB Chairman, Mr. Malara began installing security cameras on his property. Mr. Dawson, in his new capacity, then proceeded to text message Mr. Malara the following: "Please submit ARB form for approval of the cameras or lights you just installed. All additions must run through ARB. Thank you." Mr. Malara then responded to inquire about the identity of who sent the text message. In response, Mr. Dawson stated: "ARB Chair. Thank you for your cooperation." Mr. Malara then

inquired again about the identity of who was sending the text messages. Finally, Mr. Dawson responded: "Item will be discussed at the next board meeting. Hope to see you there." Later that day, Mr. Dawson and Mr. Malara verbally confronted each other about the text messages and underlying events. At the request of Mr. Malara, Charleston Police Department reported to investigate the verbal confrontation and subsequently completed a written report outlining the same. Several days later, Mr. Malara and Ms. Adrihan presented the formal Complaint Letter to the Board about Mr. Dawson's conduct in his capacity as ARB Chairman and Board member.

The timing of events outlined above suggests that Mr. Dawson sought appointment to the ARB Chairman position in order to further an ongoing and personal feud with Mr. Malara. In December 2011, Mr. Dawson was not capable of enforcing what he suggested were several ARB violations at Mr. Malara's residence. However, Mr. Dawson wasted little time exercising such authority upon his appointment to ARB Chairman. In fact, Mr. Dawson also intended to pursue several other ARB matters against Mr. Malara. Specifically, Mr. Dawson testified:

> Q: Right. And then after that letter where you called him a "motherfucker," you became ARB chair?
>
> A: That would have been – I was voted in March – February, so that was several months later.
>
> Q: And then within weeks of you being an ARB chair, you've already talked with Nadine about sending other letters about violations that Malara had, and you also texted him about the cameras that he was putting up?
>
> A: The shed was already a complaint. Nadine brought up the shutters. And Nadine was also was the facilitator of that letter. That was not me, at all.
>
> Q: But you were involved in that?
>
> A: I was the ARB chair, yes.
>
> (Dawson Dep., 236:11-23.)

Even if this timing of events is pure happenstance, Mr. Dawson admitted in his deposition that he treated Mr. Malara differently than all other property owners in Village Green regarding ARB violations. Specifically, Mr. Dawson testified:

> Q: All right. How many text messages did you send to other landowners or homeowners in the neighborhood, about submitting forms or concerns regarding violations of ARB guidelines?
>
> A: I had sent no other. I didn't have the phone numbers.
>
> Q: All right. Text communication is kind of a more personal form of communication rather than something you would see in an official capacity from an ARB committee chairman; wouldn't you agree?
>
> A: Because someone would have their number?
>
> Q: Right. Okay. Yes; you would agree?
>
> A: Yes.
>
> Q: Okay. And so the entire time that you were ARB committee chairman, the only person you ever sent a text to asking them to submit a form or to advise them of an alleged violation of the guidelines was Mr. Malara; right?
>
> A: During my time; yes.
>
> (Dawson Dep., 250:9 – 251:3.)

In fact, Mr. Dawson sent the text messages to Mr. Malara upon making a unilateral decision that the surveillance cameras/lights required ARB approval and without consulting with other ARB officials or even reviewing the relevant guidelines. Specifically, Mr. Dawson testified:

> Q: In between the time you saw him putting up the lights and the time that you send him the text, did you reference the ARB guidelines?
>
> A: No.

Q: Did you communicate with Nadine Evans, the co-chair of the ARB, about whether or not security cameras are, in fact, modifications under the ARB guidelines?

A: I did not communicate with her at the time.

Q: Did you reference any records, ARB records, from Village Green to see whether or not those owners that had cameras had submitted applications?

A: No, not at that time.

(Dawson Dep., 346:16 – 350:6.)

Not only was Mr. Dawson more zealous in attempting to enforce the ARB guidelines with Mr. Malara, but he also actively investigated Mr. Malara's property for additional violations. This consisted of Mr. Dawson taking video and photographing the residence of Mr. Malara and Ms. Adrihan to document what he perceived to be various violations. Mr. Dawson did not engage in such efforts with any other property owner in Village Green.

It is clear from the above testimony that Mr. Dawson exercised his authority as ARB Chairman differently with Mr. Malara than he did with all other residents of Village Green. It is further evident that his conduct as ARB Chairman directed to Mr. Malara was wholly inconsistent with the procedures and protocols in place for resolving ARB issues with property owners. Mrs. Nadine Evans, former Board member and ARB Chairwoman, provided the following testimony:

Q: Okay. Would you – would – is that activity – in terms of, you know, texting a resident about an ARB violation, was that in any way improper or inappropriate for the ARB chairman to do?

A: Yes.

Q: Why? Why so?

A: It didn't follow our procedures and flow charts.

(Evans Dep., 25:17-24.)

A conflict of interest clearly prevented Mr. Dawson from fulfilling his duties as Board member and ARB Chairman with the best interests of Village Green HOA in mind. Most likely, Mr. Dawson used his newly-inherited authority as ARB Chairman to revive a personal feud with Mr. Malara. Regardless, the evidence is clear that Mr. Dawson did not follow proper procedures in sending a direct text message to Mr. Malara about an ARB matter, and reprimand was justified. Upon receiving the Complaint Letter of Mr. Malara and Ms. Adrihan, it was incumbent upon the Board to investigate the allegations and vote on a resolution to the matter. In terms of disciplining Mr. Dawson, several options were available to the Board. The Board could have removed Mr. Dawson entirely, issued a censure, or a memo of counseling. Ultimately, the Board consulted with Mr. Dawson about an acceptable outcome during the April 24, 2012 special meeting. During this meeting, Mr. Dawson accepted a memo of counseling, assisted in drafting the language contained therein, and even voted in favor of the Board issuing the memo of counseling.

In his deposition, Mr. Dawson testified that he "[understood] what [the Board's] thought processes were and the reasons for why they did what they did." (Dawson Dep., 430:22-24.) Thus, the allegations of negligence focus primarily on the final disciplinary decision of the Board as opposed to the process utilized by the Board to reach that decision. As established above, the Board's decision to discipline Mr. Dawson is well within its scope of authority as established by South Carolina law and the governing documents of Village Green HOA. As an *intra vires* act, the 'business judgment rule' operates to preclude judicial review of its decision to discipline Mr. Dawson. Accordingly, Village Green HOA is entitled to judgment as a matter of law as to Plaintiffs' remaining cause of action.

III. Plaintiffs have failed to identify an expert witness to testify as to the applicable standard of care for this case.

Defendant Village Green HOA has identified Mr. Miles Glick ("Mr. Glick") as its expert witness in the case and has filed a supporting Affidavit from Mr. Glick. (Glick Affidavit, "Exhibit K".) In Paragraph 19 of his Affidavit, Mr. Glick states that Defendant Village Green HOA "conducted a proper investigation into the allegations of abuse of this position by Plaintiff." Further, Mr. Glick states that Village Green HOA "had an obligation to investigate a homeowner's complaint and reasonably acted within its scope of authority in handling the allegations of abuse and/or misuse of power by Plaintiff." (Glick Affidavit, Paragraph 29.) Finally, Mr. Glick states that Village Green HOA had a proper basis for its investigation and findings, that it followed proper procedure in handling the allegations against Mr. Dawson, and that it acted in a reasonable and prudent manner in handling the allegations by Mr. Malara and Ms. Adrihan set forth in the Complaint Letter. (Glick Affidavit, Paragraphs 21-23.)

Plaintiffs filed this lawsuit in January 2013 and have not designated any expert witnesses to testify regarding the applicable standard of care to date. Plaintiffs have not provided even a scintilla of evidence supporting the allegation that Defendant Village Green HOA was negligent in handling the Complaint Letter of Mr. Malara and Ms. Adrihan, nor have they provided even a scintilla of evidence supporting the allegation that Village Green HOA was negligent or acted in bad faith in determining Mr. Dawson should be disciplined for his behavior towards Mr. Malara.

Discovery has now ended in this case, and Plaintiffs' counsel has not expressed any intent to take Mr. Glick's deposition or otherwise extend the discovery deadline to identify an expert witness for Plaintiffs. Thus, Plaintiffs cannot survive summary judgment and dismissal of Village Green HOA is appropriate.

B. Plaintiffs have failed to produce any evidence of damages, financial or otherwise, resulting from the alleged negligence of the Board set forth in Plaintiffs' Complaint.

To prevail in an action alleging negligence, a plaintiff must prove the following elements: (1) a duty of care owed by the defendant to the plaintiff; (2) a breach of that duty by a negligent act or omission; and (3) damage proximately caused by a breach of duty. *Vinson v. Hartley*, 324 S.C. 389, 399, 477 S.E.2d 715, 720 (Ct. App. 1996) (internal citations omitted). Even assuming *arguendo* that all allegations of negligence are true, Plaintiffs have failed to present any evidence of damages proximately caused therefrom.

The evidence in this case is clear that a personal dispute between Mr. Dawson and Mr. Malara existed well before the Board's investigation and subsequent discipline of Mr. Dawson. When specifically questioned about his possible damages resulting from the acts or omissions of the Board, Mr. Dawson provided the following testimony:

> Q: Okay. We're in kind of a unique situation because we've got two separate lawsuits that we've agreed to combine for purposes of this deposition, so I just want to make sure. Earlier, when you were asked some questions about the fact that you haven't lost any employment, haven't lost any wages, you weren't aware of any damages to your reputation, that also applies to your allegations against the Village Green Homeowners Association; is that correct?
>
> A: Correct. I – there's not a – right now at this time.
>
> [. . .]
>
> Q: All right. And as a result of the censure, I understand that you have not incurred any damages to date as far as economic damages of any sort?
>
> A: As far as I know.
>
> Q: So that's correct: You have not incurred any economic damages today as a result of the censure?
>
> A: No. Just the embarrassment and humiliation of being censured for – without any warrant or basis for it and – and not given anything in writing for it, that it's . . .

Q: And as far as that embarrassment and humiliation, can you give us examples of that occurring?

A: Well, it's within – between the board members, and, certainly, whoever they speak to. I mean they certainly interact with other neighbors in the – in the community, you know.

Q: So in particular, when have you been harassed or embarrassed directly that you contend is a result of the censure?

A: Well, I – I think even the neighbors, in some respect, some fashion, have found it to be – have harassed, in addition to what they've done, and just known that – that their pressure, their – their threat of legal action against the board, caused them – caused the board to respond, potentially. . . .

(Dawson Dep., 269:11-21; 294:25 – 295:24.)

Mr. Dawson conceded he has not sustained any economic damages in this case. Mr. Dawson has also failed to present any evidence to date supporting the allegation that he has suffered non-economic damages as a result of the Board's action. On two occasions during his deposition, Mr. Dawson failed to answer the direct question of whether he has suffered any particular instance of humiliation or embarrassment. To each question, Mr. Dawson provided an evasive, non-responsive answer that reflects his inability to causally relate any damages to the acts or omissions of Village Green HOA. In the absence of such damages, an essential element of a negligence cause of action is not satisfied and the claim must fail as a matter of law.

CONCLUSION

For the reasons outlined above, Village Green HOA requests that this Court grant its Motion for Summary Judgment. Village Green HOA further requests that all costs of this Motion be taxed against Plaintiffs and for such other and further relief this Court deems just and proper.

[SIGNATURE PAGE TO FOLLOW]

This 23rd day of September, 2015.

Respectfully submitted,

CARLOCK, COPELAND & STAIR, LLP

By: _____

D. Gary Lovell, Jr., Esq.
State Bar No.: 69293

Douglas W. MacKelcan, Esq.
State Bar No.: 76332

Kevin W. Mims, Esq.
Luzuriaga Mims, LLP
50 Immigration Street, Suite 200
Charleston, SC 29403

Attorneys for Defendant Village Green Homeowners Association, Inc.

40 Calhoun Street, Suite 400
Charleston, South Carolina 29401-3531

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Matthew L. Dawson and Kateri Dawson, Plaintiffs, vs. Ravenel Associates, Inc. d/b/a Ravenel Associates, and Village Green Homeowners Association, Inc., Defendants.	)	IN THE COURT OF COMMON PLEAS THE NINTH JUDICIAL CIRCUIT CASE NO.: 2014-CP-10-2319 **CERTIFICATE OF SERVICE**

FILED
2015 SEP 24 PM 3:21
JULIE J. ARMSTRONG
CLERK OF COURT
BY

I hereby certify that I have this day served a copy of the within and foregoing pleading upon all parties to this matter via electronic mail, addressed to counsel of record as follows:

J. Joseph Condon, Jr., Esq.
3842-C Leeds Avenue
North Charleston, SC 29405
condonlaw@msn.com
Attorney for Plaintiffs

Phillip Ferderigos, Esq.
Barnwell, Whaley, Patterson & Helms LLC
P.O. Drawer H
Charleston, SC 29401
pferderigos@barnwell-whaley.com
Attorney for Defendant Ravenel Associates, Inc. d/b/a Ravenel Associates

Kevin W. Mims, Esq.
Luzuriaga Mims, LLP
50 Immigration Street, Suite 200
Charleston, SC 29403
kmims@lmlawllp.com
Additional counsel for Defendant Village Green Homeowners Association, Inc.

This 23rd day of September, 2015.

Secretary to Douglas W. MacKelcan

Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401-3531

March 19, 2012

To: Board Members of Village Green Homeowners Association
Re: Request to Remove Board Member Matthew Dawson from VGHOA BOD and ARB Committee/Board and Alleged Violations

Homeowners at 3286 Middlebury Lane allege that Mr. Dawson is misusing his board position(s) to carry out a personal attack on them.

Incidents- November 2011 – March 10, 2012:

1) The homeowners at 3286 Middlebury Lane installed a fence in November 2011. Mr. Dawson has been investigating the facts surrounding the approval of the fence since the day it was built.
2) After the fence was built, there was an incident in November in which Mrs. Dawson stepped onto the homeowners' property while they were out of the country and manipulated their patio door, pot chairs in front of their patio door, and also left a note on their property. The Dawsons were verbally put on trespass notice and disregarded the "No Trespassing" signs which were on the fence at the time the incident occurred.
3) Since that incident, Mr. Dawson has sent numerous texts and email communications, some with abusive language ("You Mother Fucker Dave" "Fuck You") that have been harassing to the homeowners.
4) Mr. Dawson and his wife have also discussed the homeowners at 3286 Middlebury Lane in a negative light to surrounding neighbors.
5) In December 2011, Mr. Dawson had been asked verbally and in writing by homeowners Dave Malara and Virginia Adrihan to stop contacting them and to stay off of their property. Since that notification, Mr. Dawson sent additional texts to Mr. Malara, which were not answered.
6) On February 3, after being warned previously in December, Mr. Dawson appeared at the homeowners' front door and demanded to know why the homeowners weren't answering his texts. He was told by Ms. Adrihan to leave them alone and stay off their property. Immediately after that conversation, Mr. Dawson sent another text to Mr. Malara. See Exhibit 1.
7) On Saturday March 10, Mr. Dawson walked onto the pond easement in the back of the property at 3286 Middlebury Lane and began taking photos. Mr. Malara and Ms. Adrihan were out on their patio observing him taking photos.

The following incidents occurred on March 16, 2012:

8) On Friday March 16, 2012, Mr. Malara received an anonymous text message requesting that a security system consisting of four – 4" security cameras placed around the property at 3286 Middlebury Lane be submitted to the ARB for approval. When Mr. Malara demanded to know who was texting, he received an answer of "the ARB Chair" with a message "Item will be discussed at next board meeting. Hope to see you there". See Exhibit 2. Mr. Malara deduced that it was Mr. Dawson who sent the text. This message was viewed as threatening by the homeowners and the homeowners allege it follows the same pattern of unwanted contact that has been displayed by the Dawsons since November.
9) Mr. Dawson was outside and Mr. Malara confronted him about contacting him, and an argument ensued. Ms. Adrihan arrived shortly after the argument commenced and asked Mr. Dawson to leave them alone. Mr. Dawson called Mr. Malara a "mother fucker".
10) Mr. Dawson explained that the security cameras needed ARB approval. Ms. Adrihan mentioned that other homes around Village Green, specifically two homes directly across the pond from Mr. Dawson's home, had security cameras. Ms. Adrihan told Mr. Dawson she felt Mr. Dawson was using his Board position to further harass the homeowners because he was still upset at the homeowners about the fence.
11) The security cameras were previously discussed with the prior ARB Chair after the incidents with the Dawsons in November and no issue was found with them.

EXHIBIT
A

12) Mr. Dawson then spoke about the fence. Mr. Dawson said that while the fence may have been ARB approved, it was not within the guidelines, as "a plot was not submitted". The homeowners can prove a plot was submitted to the ARB.
13) Mr. Dawson also brought up the shed on their property, which was grandfathered by the prior ARB well before Mr. Dawson was even appointed to the VGHOA board. The homeowners questioned him as to why he took photos on March 10. His answer was "I saw a violation", which was most likely in reference to the shed. The shed has been on the property for four years and cannot be seen from Mr. Dawson's home. The homeowners allege Mr. Dawson and his wife have spent numerous occasions at 3286 Middleburry Lane over the last four years of them living at the residence, with no prior concerns about the shed.
14) The homeowners at 3286 Middleburry Lane contacted the police immediately after the altercation, as Ms. Adrihan feared for her safety, due to the escalating of nature of events perpetrated by Mr. Dawson since November, and a report was filed.
15) Immediately after the altercation, Mr. Dawson went across the street to another neighbor to discuss what had just occurred, pointing at the property at 3286 Middleburry Lane.

Conclusion:
Homeowner disputes and alleged violations should be kept confidential. The homeowners allege that the communication received about the security system on March 16 was not an appropriate means of communication. Any alleged violations must first go through Ravenel, (i.e. the management company), and then the VGHOA Board. Mr. Dawson himself has a complaint against Ravenel and Mr. Bob Cherry as to confidentiality of homeowner disputes, violations and complaints.

The homeowners allege Mr. Dawson has used his position as a board member to harass, discredit and slander a neighbor. The homeowners also allege a conflict of interest for a VGHOA Board Member to serve on any other board. Mr. Dawson is on the VGHOA Board and is also the ARB Chair.

These are a just a few of the instances that have occurred by a Board Member since the homeowners have installed their fence. The homeowners are still trying to ascertain why one Board Member has singled them out, when items on their property are either within the guidelines of the HOA, or approved by the ARB.

The homeowners are requesting a motion be made to remove Matt Dawson from the VGHOA Board and ARB Committee/Board effective immediately. If Mr. Dawson is not removed, the homeowners are requesting that a special meeting of the association be held so that they can present their case to the homeowners of Village Green. Homeowners have retained counsel and will be taking legal action against the HOA.

Respectfully submitted,

Dave Mallara
Virginia Adrihan
3286 Middleburry Lane

cc: Ravenel Associates

Village Green HOA

Board of Director (BOD) Monthly Meeting Minutes

7:00pm Monday, March 19, 2012
St. Andrews United Methodist Church

Called to order by: Evan Thornton, President, at 7:03pm
Attending: Evan Thornton, Matt Dawson, Heather McKelvey, Shawn Toole, Laura Deaton, and Bob Cherry
Excused: Nadine Evans and Bob Borregard
Guests: Robin Daisley; Dave Malara and Virginia Adrihan
Quorum: was established

>Approval of Minutes from the February 20, 2012 Monthly BOD Meeting – the minutes were corrected to read that Matt Dawson is the ARB Chair and Nadine Evans is the Co-Chair. Motion to admend the minutes was made by Evan Thornton and was seconded by Shawn Toole. Motion carried – voting yes: Matt Dawson, Heather McKelvey and Laura Deaton

>Community Manager Report (Bob Cherry) -

Maintenance/Landscaping

*Obtained bids for landscaping and pine straw (see attachments)
*Worked with city to correct drainage at West Bridge and Lauralwood. City thought the standing water was caused by tidal influence; but now believes it is an obstruction and will investigate. Also will send Jet-Vactor truck to clear and clean catch basin and pipes at the end of March. Members of the Board that know this area well say there is no drain or pipes that need cleaned out, that is the problem. (Action Item: Bob Cherry to follow back up with the City and to also let them know there is no drain or pipes there to clean out)
*City installed three way stop on Forest Glenn
*Robert White completed the back of the entrance signs

Financials

*Bank balance as of 2/29/12 waiting to receive and money market account $46,190.82 same as February minutes (Action Item: Bob to send BOD the financials for February)
*35 owners with unpaid 2012 assessments. Thirty (30) owners still owe for multiple years of assessments. Total of 65 owners are outstanding
*No homes have sold since February 21, 2012

Reminders/Violations

*A drive through of the community was completed on February 23rd and March 8th by the Property Manager
*Since February 21, 2012 49 reminder/violation letters have been sent out. BOD asked that Bob Cherry to provide a cumulative running list of owners, what the their violations are, what letters have been sent to them and the date of each letter (Action Item: Bob Cherry to provide BOD, at the April meeting, a cumulative list of violations)

EXHIBIT B

*The 3 properties that were reported to the Livability Division – The grass has been cut at the homes on Windmill and Fieldstone. Farmers Market is still pending.

New Business

>Officer Reports – No updates provided

>Committee Updates –

*Landscape Committee (Shawn Toole) – Entrance light has been fixed, was shining down the walking path and not into the trees. Action item from February minutes "Bob Cherry to contact REA Landscaping to schedule a walkthrough of the front entrance and report back to the BOD at the March meeting the outcome of the walkthrough – what repairs were completed by REA and did a licensed electrician complete the work?" Per Bob Cherry no response from REA yet to schedule a walkthrough. Shawn Toole would like an answer in the next few days. (**Action Item:** Bob Cherry to contact REA again to schedule a walkthrough and report back to the BOD via email on the answers) (**Action Item:** Bob Cherry to get quotes from electrician's to bury the spot light wires at the front entrance.) Shawn Toole also mentioned that the trees need replaced that were knocked down. (**Action Item:** Shawn Toole to provide information to Bob Cherry)

*Communication Committee (Shawn Toole and Heather McKelvey) – March newsletter done and published on the website. We will be including RA information in the newsletter. Robin Daisley and Joe Bolognue have joined the committee. We are working on ad pricing to help offset the cost of the newsletter. (**Action Item:** 2nd request for Bob Cherry to get with Joe Bolognue to share email blast list information)

*ARB Committee (Matt Dawson) – 6 requests received; 4 have been approved 2 are pending

*Traffice Committee – A motion was made to desolve this committee by Shawn Toole and was seconded by Matt Dawson. Motion carried – voting yes: Evan Thornton; Heather McKelvey and Lauren Deaton

*Social Committee (Laura Deaton) – working on Easter Egg Hunt with the Social VG group – stuffing eggs, arranging cookies and drinks and organization for the day

>Landscaping Proposals – The BOD requested 2 to 3 quotes to review, Bob Cherry requested 5 companies to provide quotes, 3 were received (The Greenery; Piedmont Landscaping and REA Landscaping). Rea Landscaping, who is our current vendor, accept the Ravenel standardized landscape contract; with no change in yearly fee - $45,000 includes treatment of fire ants but does not include chemical treatments for grass. They would increase their price to $48,000 to provide chemical treatments to include a herbicide, fungicide and insecticide. BOD wants to make sure that the chemical treatment is in accordance with our pond maintenance. (**Action Item:** Evan Thornton to check chemical treatments and pond maintenance) BOD voting yes to accept REA's contract for 2012 – Evan Thornton; Shawn Toole, Laura Deaton, Matt Dawson and Heather McKelvey. (**Action Item:** Bob Cherry to get Landscaping contract signed by REA Landscaping)

>Pine Straw Proposals – The BOD requested 3 quotes to review, Bob Cherry requested 6 companies to provide quotes, 4 were received (The Greenery; Piedmont Landscaping; Rea Landscaping and Simply Produce on 61) Acorn Landscaping provided an email right before the board meeting on their cost. A motion was made to accept REA's bid for pine straw and installation ($2,000) for 2012 was made by Shawn Toole and was seconded by Evan Thornton. Motion carried – voting yes: Heather McKelvey,

Laura Deaton and Matt Dawson. (**Action Item:** Bob Cherry to contact REA Landscaping to accept bid and schedule installation ASAP)

>**Stump Removal Proposals** – The BOD requested 3 quotes to review for the removal of 2 tree stumps. Bob Cherry requested 3 companies to provide quotes, 2 were received (The Tree Experts and Red's Tree Experts). The Board requested that Bob Cherry get a bid from Lawrence Heneberry also. The BOD approved Bob Cherry to go with the lowest quote after receiving Mr. Heneberry's quote (**Action Item:** Bob Cherry to get quote from Mr. Heneberry and schedule stump removal.)

>**Insurance Proposals** – Bob Cherry had requested 4 companies to provide quotes, 3 were received (Steadman Agency; Riley & Associates and Anderson Insurance) A motion was made by Shawn Toole to accept Steadman Agency for Insurance and Anderson Insurance for our D&O. Motion was seconded by Laura Deaton. Motion was carried – voting yes: Evan Thornton, Matt Dawson and Heather McKelvey.

>**Audit Proposals** – The BOD requested 3 to 4 quotes to review, Bob Cherry requested 5 companies to provide quotes, 1 was received and 2 quotes are pending. BOD decided to wait until more quotes were received. In 2007 Riser, McLaurin & Gibbons was used and their fee was estimated at $1,000. Once a decision has been made it was decided that we will need a review and compilation audit for 2010 and 2011. (**Action Item:** Bob Cherry to follow up on pending quotes and provide update at the April meeting)

Old Business

>**Debt Collection** – Shawn Toole emailed the BOD the draft. Those that responded to his email said they liked the policy so far, but agreed that a review by an attorney is necessary. (**Action Item:** Bob Cherry to send draft debt collection policy to Krawsheck & Davidson to review and give advice.)

>**Revision of Violation Letters** – Shawn Toole and Heather McKelvey are still working on these. Looked at revising but decided to see if anyone had the old letters from CMG (prior property management co). Two of the 3 letters were found. (**Action Item:** Heather McKelvey to ask Nadine Evans if she has a copy of the 3rd letter)

>**Storage Unit** – Need to look at items in the Storage Unit to see if we can store these items somewhere else. It was mentioned that there are boxes of old Board documents that need to be kept. Bob Cherry said we could store these at Ravenel at no cost. Other items are holiday decorations and yard sale signs. (**Action Item:** Evan Thornton to pull the yard sales signs and bring to April meeting) (**Action Item:** Evan Thornton and another BOD member to look at what is in the document boxes and determine if we can store items elsewhere)

Misc Items

>Shawn Toole informed Bob Cherry of some violation and ARB's that needed looked at during his community drive threw.

>Via email on Sunday, March 4, 2012 Evan Thornton approved a VGHOA banner to be used at the Vendor Fair and other community events. Cost approved was $31.00. Shawn Toole to order from Post Net.

>Heather McKelvey reviewed the action items from the February meeting minutes that were out still outstanding:

1) Bob Cherry to provide Board, at the March meeting, with a breakdown for each delinquent homeowner owes in late fees, interest and association dues.
2) Bob Cherry to get with Joe Bolognue and share email lists for blasts (Email blast from Bob Cherry regarding Spring Cleaning went to 379 homeowners; Joe Bologune and Bob Cherry to create one list; there is no additional charge for Ravenel to send emails via the blasts; all email blasts will be sent by Bob Cherry.)
3) Karen Martin and/or Bob Cherry to provide the Board with a welcome packet (emailed to BOD after meeting)
4) Bob Cherry to contact REA Landscaping to schedule a walkthrough of the front entrance and report back to the Board in March the outcome of the walkthrough – what repairs where completed by REA and did a licensed electrician complete the work.
5) Bob Cherry to contact REA and discuss a 5% reduction in rae and the possibility in locking that rate in for 3 years.

>**February Meeting Minutes action item updates** – We cannot install the daylight to dusk sensors on the fountains, the timers is our best option. The donation to St. Andrews Unit Methodist Church was made for 2011 and 2012 for use of their facility.

>Guests and Homeowners of 3286 Middlebury Lane presented to the BOD their request to have the ARB Chairman removed from the ARB Committee and the VGHOA BOD. They are alleging that the ARB Chairman and VGHOA BOD, Treasure misused his board's position(s) to carry out a personal attack on them. They are also requesting a special meeting of the association if the ARB Chairman is not removed so they can present their case to the homeowners of Village Green.

A motion was made to adjourn by Shawn Toole and seconded by Evan Thornton at 8:29pm. Motion was carried – voting yes: Heather McKelvey, Laura Deaton and Matt Dawson

Village Green

Special Meeting Minutes

7:00pm Monday, March 26, 2012
St. Andrews United Methodist Church

Called to order by: Evan Thornton, President, at 7:05pm
Attending: Evan Thornton, Shawn Toole, Laura Deaton, Heather McKelvey, Nadine Evans, Bob Borregard and Matt Dawson
A quorum was established

Nadine Evans made a motion that the Board of Directors (herein after BOD) enter into an Executive Session at 7:06pm, motion was seconded by Bob Borregard. Motion carried – voting yes: Evan Thornton, Shawn Toole, Laura Deaton, Heather McKelvey and Matt Dawson.

The purpose of this special meeting was to hear from the ARB Chairman regarding the letter brought before the BOD by homeowners of 3286 Middlebury Lane at the March 19, 2012 BOD meeting.

A motioned was made to adjourn at 8:06pm by Evan Thornton; the motion was seconded by Laura Deaton. Motion carried – voting yes: Shawn Toole, Heather McKelvey, Nadine Evans, Bob Borregard and Matt Dawson

EXHIBIT
C

Village Green HOA

Special Meeting Minutes

7:30pm Monday, April 2, 2012
St. Andrews United Methodist Church

Called to order by: Evan Thornton, President, at 7:38pm
Attending: Evan Thornton, Shawn Toole, Laura Deaton, Heather McKelvey, Nadine Evans
Excused: Matt Dawson
A quorum was established

The purpose of this Special Meeting was to discuss the letter presented by homeowners of 3286 Middleburry Lane requesting to remove the ARB Chairman from the VGHOA Board and the ARB Committee.

Evan Thornton asked for a motion to remove the ARB Chairman from the ARB Committee. No motion was forth coming.

Homeowners of 3286 Middleburry Lane are requesting the ARB Chairman be removed from the VG BOD. Homeowners of 3286 Middleburry Lane stated if the board did not remove the ARB Chairman that they would request a special meeting of the association be held. Per Article VI, Section 6 of the Bylaws – "a director can only be removed by the affirmative vote of a majority of the quorum present at a dully called meeting for that purpose".

Evan Thornton asked for a motion to call a special meeting of the association for the purpose of a member vote to remove the ARB Chairman from the VG HOA BOD. No motion was forth coming.

A motion to adjourn was made by Shawn Toole at 7:55pm and was seconded by Laura Deaton. Motion carried – voting yes: Evan Thornton; Heather McKelvey and Nadine Evans.

EXHIBIT
D

Village Green

Board of Director (BOD) Monthly Meeting Minutes

7:00pm Monday, April 16, 2012
St. Andrews United Methodist Church

Called to order by: Shawn Toole, Interim President, at 7:05pm
Attending: Matt Dawson, Heather McKelvey, Shawn Toole, Laura Deaton, Nadine Evans and Bob Cherry
Excused:
Guests: Robin Oakley andKateri Dawson
Quarum: was established

>Approval of Minutes from the March 190, 2012 Monthly BOD Meeting – Motion to approve minutes as submitted was made by Shawn Toole; motion carried by all.

>Community Manager Report (Bob Cherry) -

Maintenance/Landscaping

- Drainage at end of Westbridge – City of Charleston recommends removal of a tree to allow better flow of water. (**Action Item:** Bob to check plat map of VG and do more research on this area. Board does not believe this area of property if owned by VG) City will evaluate the standing water at corner of Westbridge and Laurelwood to determine if the road needs to be built up, curb added, etc.
- Bob did an inspection of the front entrance, Sweetbay and Oakleaf lights with Jerry Rea from Rea Landscaping on March 21st report attached. It was determined that Rea Landscaping does have an electrical person on staff that had been doing our electrical repairs for us. Rea Landscaping submitted a proposal for a few misc electrical issues that were found doing the inspection. Proposal was reviewed by the Board. Motion to accept the proposal was made by Shawn Toole, motion carried by all. (Action Item: Bob to create an RFP for al-a- card electrical issues and solicit for several bids.)

Financials

- Bank balance as of 4/13/12 $46,190.82 and money market balance is $46,190.82
- No homes have sold since March 19, 2012
- Delinquent Spreadsheet was reviewed

Reminders/Violations

- Violation Spreadsheet was reviewed and discussed – site visits were on March 22nd and April 5th

New Business

>Officer Reports – No updates provided

EXHIBIT
E

>*Committee Updates* –

- Landscape Committee (Shawn Toole) – A motion was made by Shawn Toole to replace 2 trees along Westbridge to be funded by the reserve study money. Motion carried by all. Suggestion on trees to use for replacement were Live and River oaks. (**Action Item: Bob to get several quotes for trees and provide to Shawn. Bob and Shawn to work on together**) Yard of the month had 4 winners but since we cannot locate the signs for this month we will start next month with awards. (**Action Item: Bob to speak with Dave Malara on where the signs are**) . Light poles lost along Westbridge due to accident were not replaced (**Action Item: Bob to ask the City to do a study on adding additional lights.**)
- Communication Committee (Heather McKelvey) – Heather presented to the Board the prining cost of the newsletter. Heather made a motion asking the HOA to pay half of the cost to print the newsletter if ads did not cover the full cost of printing. The Board discussed the motion and admended the motion to read HOA agrees to pay no more than $300.00 per issue for the rest of the year. Admended motion carries by all. The website domain name purchase was discussed. Heather made a motion that the HOA Board moves forward with purchasing the domain name. Motion carried by all.
- ARB Committee (Matt Dawson) – Attachment
- Social Committee (Laura Deaton) – Was emailed to Board; Garage Sale - Laura made a motion for the HOA to fund the placment of an ad in the newspaper about the Garage Sale. Motion carried by all. Nadine will place the sign at the front entrance in the island. Laura will post on VG Social and VG facebook sites that homes participating in the garage sale should purchase a baloon to place on their mailbox instead of putting signs up. Annual Picnic – Laura asked the Boards opinion on having the annual picnic in June or September. After discussion Laura made a motion to have the annual picnic in September. Motion carried by all. Budget was discussed. $500.00 is the budget line item and we already used $100.00 for the Easter Egg Hunt and $40.00 for the Garage Sale ad.
- Finance Committee – Nadine Evans made a motion to create a finance committee to review all types of financial issues including deliquent accounts. Motion carried by all. The Board voted Nadine to Chair this committee.

> A motion was made by Shawn Toole to remove agenda item 5.c under new business. Motion carried by all.

Old Business

>Update on 2012 contracts being signed – Rea Landscaping has been signed. Board received an electronic and hard copy version of contract.

>Update on quote for stump removal – Reds Tree Service completed the stump removal, bill was $200.00

>Update on Insurance – no change at this time

>Update and Review of Audit Proposals – received proposals from 2 companies. (**Action Items: Bob to look at state law to see what the minimum requirement is for HOA's and weather a "certification of funds" would satisfy our governing documents.**)

>Debt collection policy – This policy was reviewed by several law firms. A motion was made by Shawn Toole to table this policy. Motion carried by all. Finance committee to look at and present at later date.

>Violation letters – Heather handed out a draft of three letters for the Board to review and provide feedback on.

>Storage unit – it was decided that the HOA does away with the storage unit to save money. Heather and Nadine will clean out the unit. Heather to sell the Christmas items at the community garage sale and give the proceeds back to the HOA. Boxes of old documents will be given to Ravenal to store. It was suggested that the RA might let us store the tents and signs in the pool storage. (Action item: Bob to talk with the RA at the meeting this week about storing)
>Banner for Vendor Fair receipt – paid
>Bob Borregard resigned from the Board as Vice president and the Landscaping committee co-chair effective 3/2/8/12. Shawn Toole accepted the Vice President Seat on 3/30/12. Shawn is already the Chair of the Landscaping Committee.
>Bob asked the Board about getting gator tags (free). He mentioned removal ranges between $250.00 and $400.00. Board agreed to get 2 to 3 tags.

A motion to adjourn was made by Nadine Evans at 8:32pm. Motion was carried by all.

VILLAGE GREEN
HOA

Special Meeting Minutes

7:00pm Tuesday, April 24, 2012
Village Green Pool

Called to order by: Shawn Toole, Interim President, at 7:00pm
Attending: Shawn Toole, Heather McKelvey, Nadine Evans, Matt Dawson
Excused: Laura Deaton
Recorder: Heather McKelvey, Secretary
A quorum was established

The purpose of this Special Meeting was the proposed censure of HOA Board Member and ARB Chairman from all Homeowner Association business directly pertaining to 3286 Middlebury Lane from this point forward.

Heather McKelvey made a motion to approve a censure of the ARB Chairman; motion carried by majority vote (Shawn, Nadine and Heather)

The ARB Chairman requested that the board revoke the censure due to his standing as a CPA and his concern it may affect his career. The censure was reviewed and changes were made to the memo so that the document was changed from a censure to a memo of counseling.

The original motion was amended by the President to accept the changes to the censure memo by reviewing the changes again and asking if they all agree. All agreed to the changes and motion carried to change the memo by all members present.

A motion to adjourn was made by Nadine Evans at 7:50pm; motion carried by all members present.

EXHIBIT
F

Re-Recorded
B N 294PG346

B P 223PG336

This document is being re-recorded to add Schedule A

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
COUNTY OF CHARLESTON) FOR VILLAGE GREEN SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Centex Real Estate Corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property described in Section 1 of Article II of this Declaration, which real property is a portion of a Planned Unit Development known as Village Green; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within this portion of Village Green and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the open spaces, greenway areas, drainage retention ponds, detention areas, entrances, walkways, recreational facilities and other community facilities located within Village Green; and in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additions as may thereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values and amenities in Village Green and the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, that an organization be created to which will be delegated and assigned the powers of owning, maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Developer has caused to be created for the purposes aforesaid, a South Carolina non-profit corporation under the name and style of Village Green Homeowners Association, Inc.

NOW, THEREFORE, the Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article V, Section 9 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

EXHIBIT
G

Re-Recorded
BK N 294PG347

BK P 223PG337

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Village Green Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of any equity of redemption, but excluding those having such interest in a Lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space", "Greenway", "Common Area", "Area Reserved for Pond", or "Community Recreational Facility", if any, including, but not limited to, walking paths, playground areas, subdivision entrances and landscaped islands on any plat of the property described on Schedule A attached hereto and duly recorded in the RMC Office for Charleston County in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described as follows:

Being all of the property designated Common Area on the map of Village Green recorded in Plat Cabinet H, at Pages or Slides 343, in the RMC Office for Charleston County.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of (1) of any Common Area, Greenway Common Open Space, Community Recreational Facilities, Playground areas, Detention Areas, streets or ponds shown on any recorded map; (2) in the event any lot is increased or decreased in size by resubdivision, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 6. "Declarant" shall mean and refer to Centex Real Estate corporation, and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Centex Real

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Estates Corporation, shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Single-Family Detached Home" shall mean and refer to a single-family residence which is not attached to any other single-family residence.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Charleston County, South Carolina and is shown on maps recorded in Plat Cabinet C, at Pages or Slides 38, in the RMC Office for Charleston County.

This property shall be herein referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional property may be bought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the Properties by Declarant and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its members: provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument; provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Additional property (and common area), outside of the area described in the aforementioned Schedule A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the association with the consent of the members entitled to at least two-thirds (2/3) of the vote appurtenant to all Class A lots and at least two-thirds (2/3) of

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the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article II, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges to consolidates. Any such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under Subsection (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complimentary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties as are not inconsistent with the provisions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. The voting rights appurtenant to the Class A lots shall be as follows:

(1) Single-Family Detached Homes. The owner of each lot designated as a lot on which a single-family detached home is or may be constructed shall be entitled to one (1) vote.

(b) Class B Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three votes for each class B lot owned by Declarant.

The Class B lots shall cease to exist and shall be converted to Class A lots:

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(1) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that the Class B lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B lots to Class A lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(2) On December 31, 2013, whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facility to Owners who occupy a residence on the Properties, and to their families, tenants, and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots agree to such dedication or transfer and signify their agreement by a signed and recorded written documents, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utilities, including CATV, and drainage

5

facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Charleston County, South Carolina.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Charleston County, South Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due, but

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such personal obligation shall not be imposed upon such Owners' successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions hereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the following common facilities located or to be located in the Common Area: walking paths, playground areas, greenways and detention areas, entrance-ways and road medians. Additionally, the assessments may be used to landscape, plant and maintain any planting sign or entrance-way easements reserved by Declarant on any lots.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be $120.00 per Class A lot ($10.00 per month) and $40.00 per Class B lot ($3.33 per month).

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1, of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed 5% of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds (2/3) of the votes

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appurtenant to each class of lots (Class A and Class B), cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; provided, however, that the ratio of the assessment established for each Class B lot in that category shall always be three (3) to one (1); with the assessment with respect to any Class B lot converted to Class A or reconverted from Class A to Class B to be prorated and charged according to its Class as of the date of each conversion or reconversion.

(d) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

(e) Lots owned by Declarant on which there exists an occupied dwelling shall be subject to the same Annual Assessment as Class A Lots.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, repayment of indebtedness and interest thereon, borrowing of funds to make property comply with zoning ordinance(s), borrowing of money for capital improvement and pledging or mortgaging of association property, related thereto, provided that any such assessment shall have the same assent of the members as provided in Section 3(b) of this Article and shall be in the ratio of three (3) to one (1) for Class A and Class B lots as provided in Section 3(c) of this Article. Any mortgaging of Common Area must be approved by the Veterans Administration as long as Declarant has a majority vote in the Homeowners Association.

Section 5. Assessment Rate. Except for the difference between Class A and Class B lots, the annual and special assessments shall be fixed at the following rates and may be collected on a monthly basis:

(a) Single-Family Detached Homes. Each lot designated as a lot on which a single-family detached home is constructed and occupied by an Owner other than Declarant shall be assessed at a rate of One Hundred (100%) percent of any annual or special assessment fixed or levied pursuant to Section 3 or Section 4 of this Article (said annual or special assessment being referred to in this Section as (the "assessment").

Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4

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shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of member or of proxies entitled to cast Sixty (60%) percent of all the votes appurtenant to each Class A lot and Class B lot shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice or requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date: Certificate of Payment. The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of any part of the Common Area to the Association. The first annual assessment shall be "maximum annual assessment" set forth in Section 3 of this article and shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer to the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall incur a late charge in the amount of $10.00 and if not paid within thirty (30) days after the due date shall bear interest from the due date at a maximum of eight (8%) percent per annum or the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage for first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer becoming due or from the lien thereof, but the liens provided for

herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

FINANCING

Section 1. Approval of Owners and Holders of First Mortgages. Unless at least seventy-five (75%) percent of the owners and holders of the first mortgages on Lots located within the properties, having given prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sale or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner.

(c) By act or omission change, waive or abandon any plan or regulation, or enforcement thereof pertaining to the architectural design or the exterior appearance of residences located on Lots, the maintenance of party walls or common fences and driveways or the upkeep of lawns and plantings in the subdivision.

(d) Fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value.

(e) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 2. Books and Records. Any owner and holder of a first mortgage on a Lot will have the right to examine the books and records of the Association during any reasonable business hours.

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Section 3. Payment of Taxes and Insurance Premiums. The owners and holders of first deeds of trust on Lots may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than ninety (90%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the lots. Any amendment must be properly recorded. For the purpose of this Section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment".

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loan, then as long as any Class B lot exists, as provided in Article III hereof, the following sections will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, other than as provided in Article II, Section 2 hereof, deeding of common area to persons other than the

B P 223PG347

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Homeowners Association and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned Centex Real Estate Corporation has caused these presents to be executed by its duly authorized officer(s) this 1st day of February, 1993.

WITNESS:

CENTEX REAL ESTATE CORPORATION

BY: John D. Carpenter

Its: Div. Pres.

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF Charleston)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Centex Real Estate Corporation, by John D. Carpenter, its Division President sign, seal and as its act and deed, deliver the within written Declaration of Covenants, Conditions and Restrictions for Village Green, and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me this 1st day

of February, 1993

Notary Public for South Carolina
My Commission Expires: 8-2-95

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WOODDY, BARGMANN, CESA,
STYLES & GOODS
8310 ARBORS AVENUE, SUITE A
NORTH CHARLESTON, SC 29418

Re-Recorded
BK N 294PG359

W. Brooks Styles

BK P 223PG348

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93FEB 12 PM 3:28

ROBERT H. KING
REGISTER
CHARLESTON COUNTY SC

Re-Recorded
FILED

N294-346
97DEC 16 PM 2:52

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

SCHEDULE A

All those certain pieces, parcels or tracts of land, situate lying and being in the County of Charleston, State of South Carolina being shown and designated as Tract A and Tract A-1 on a plat by Davis & Floyd, Inc. entitled "Plat Showing Tract A-1 Property of Georgia Pacific Investment Company about to be conveyed to C.R. Hipp, Sr. and Tract A, Property of C.R. Hipp, Sr. Located Ashley River Road, West St. Andrews Parish, Charleston County, SC" dated November 7, 1985, and recorded in the RMC Office for Charleston County in Plat Book BQ, Page 63. Having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

Being property conveyed to C.R. Hipp, Sr. by deeds of Georgia Pacific Investment Company dated September 4, 1985, and December 3, 1985, and recorded in the RMC Office for Charleston County in Deed Book H148, Page 401 and Deed Book P150, Page 40, respectively.

Village Green HOA
PO Box 80208
Charleston SC
29416

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2005 MAR 16 PM 2:13
CHARLES LYDBAND
REGISTER
CHARLESTON COUNTY SC

21.00
postage .50
21.50 C

BK P 223PG349

STATE OF SOUTH CAROLINA)
) SUPPLEMENTARY DECLARATION OF
) COVENANTS, EASEMENTS AND
) RESTRICTIONS FOR
) VILLAGE GREEN SUBDIVISION
COUNTY OF CHARLESTON)

WHEREAS, CENTEX REAL ESTATE CORPORATION, referred to herein as the "Developer", is the owner of certain lands located within a planned community development known as Village Green Subdivision; and

WHEREAS, the Developer desires to impress appropriate covenants, conditions, restrictions and easements upon such portion of Village Green for the purpose of protecting the value and desirability of said lands;

NOW, THEREFORE, the Developer for and in consideration of the premises and other good valuable consideration does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein and such additions thereto as may hereinafter be made pursuant to the terms hereof; and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject, among others to the covenants, restrictions, conditions, easements, charges, affirmative obligations and liens, hereinafter referred to as the "Covenants", as herein set forth.

Section 1. Property Subject to these Covenants. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to the Covenants, is located in Charleston County, South Carolina and is shown on map recorded in Plat Book CH, Pages 74 and 120 in the RMC Office for Charleston County.

Section 2. Village Green Homeowners Association, Inc. Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly developments and the preservation of values of the community of Village Green of which the property described in Section 1 hereof is a part, by administration and enforcement of these Covenants and the Declaration of Covenants, Conditions, Restrictions for Village Green as recorded in the RMC Office for Charleston County in Book P223, at Page 336 (herein referred to as the "Master Declaration").

Section 3. Definitions. The following terms shall be defined as stated below:

a. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of any Common Area, Greenway, Common

Open Space, Community Recreational Facilities, Playground Areas, Detention Areas, street or ponds shown on any recorded map. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

b. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 4. Additions to Existing Property. The Developer, its successors and assigns, shall have the right, without further consent of any Owner, mortgagee, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the development which may be joined together with those properties previously developed to form a subdivision to be known as Village Green subdivision. The additions authorized under this section shall be made by filing of record a supplementary declaration of covenants with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property. Such properties must be owned by Developer and be contiguous to properties previously subjected hereto.

The supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in these covenants as may be necessary or convenient in the judgment of the Developer to reflect the different character, if any, of the added properties.

Section 5. Residential Use of Property. All Lots shall be used for residential purposed only and no structure or building shall be erected, placed, altered or permitted to remain on any Lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots.

Section 6. Dwelling Size. No single-family dwelling costing less than $25,000.00 shall be permitted on any lot in the tract. The minimal heated square footage of a dwelling may not be less than 1000 square feet of heated area. Building cost to be based on cost of January 1, 1993. (It being the intention to require in each instance the erection of such building as would have cost not less than the minimum cost provided if same had been erected in January 1, 1993).

Section 7. Setback and Building Lines, Subdivision of Lots, Corner Lots, Architectural Control.

a. Setback and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance

with the building and setback codes of the Zoning Ordinances of the City of Charleston, South Carolina, as amended. However, in each case individual setbacks and sidelines must be approved by the Architectural Control Committee for its aesthetic value and the Architectural Control Committee may require a greater setback so long as the required setback does not violate the set back requirements of the City of Charleston, South Carolina. In certain cases, the Architectural Control Committee may require an Owner to seek a variance from he City of Charleston, South Carolina if necessary to protect important trees, vistas or to preserve aesthetic value.

b. Subdivision of Lots. No portion of any Lot shall be sold or conveyed except in the case of a vacant Lot the same may be divided in any manner between the Owners of the Lots abutting each side of same. Also, two continuous Lots, when owned by the same party, may be combined to form one single building Lot. In either of the two instances cited above, the building line requirements as provided herein shall apply to such Lots as combined. Nothing herein shall be construed to allow any portion of any Lot so sold or conveyed to be used as a separate building Lot. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without consent of the ARB except as provided for in this section.

c. Corner Lots. In the case of a corner lot, the house may be placed diagonally across the Lot so as to face the corner of any two streets and, if so placed the setback restrictions are hereby amended to provide that such house shall be located at least ten (10') feet from all street lines.

Section 8. Architectural Control. No reconstructions, remodeling, alteration or addition to any structures, building, fence, wall, driveway or improvement of any nature shall be commenced without obtaining the prior written approval of the Architectural Review Board, sometimes referred to s the "ARB" as to location, plans and specifications.

As a prerequisite to consideration or approval, and prior to beginning the contemplated work, a complete set of building plans and specifications showing the nature, kind, shape, heights, materials and location of same shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board of Directors of the Association. In the event said ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Association shall have the right to charge a reasonable fee for receiving each application in an amount not to exceed $50.00. The ARB shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of any Lot or the Common Area. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely

aesthetic considerations. Upon given approval construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB shall be entitled to stop any construction in violation of these Covenants in accordance with Section 31 hereof. No previously approved building or structure shall be used for any purpose other than for which it is originally approved.

In addition to the Architectural Guidelines, and not as any limitation thereof, the following restrictions shall be applied to the lands subject to these Covenants.

a. The exterior color scheme shall be regulated by the Architectural Review Board and specified in the Architectural Guidelines.

b. The exterior finish of all buildings and structure shall be regulated by the Architectural Review Board. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other building erected on the Lot.

c. Fences may be erected on the Lots, extending from the rear corners of a dwelling around the rear of a lot and shall not exceed six (6') feet in height; provided, however, that the portion of a fence facing the street shall be of an ornamental nature, consisting of wood, brick or other permitted material. Chain link fences shall not be allowed. All fences must be approved, in writing, by the Architectural Review Board, to installation thereof.

d. No Lot Owner shall change the elevation of his Lot in such a way as to adversely affect adjacent Lots.

e. Each dwelling shall be harmonious and compatible with surrounding residences and topography.

f. Each dwelling shall have affixed thereto a prominent display of the appropriate house number in manner prescribed by the ARB in the Architectural Guidelines.

Section 9. Use of Outbuilding and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of similar nature shall be used as a residence, either temporarily or permanently.

Section 10. Sign Boards. No sign board shall be displayed except "For Rent" and "For Sale", which signs shall not exceed six square feet in size. No more than two (2) signs shall be displayed on one Lot at the same time. All signs must be of a design and locations approved by the Architectural Review Board.

Section 11. Antenna. No radio or television transmission towers or antenna or dishes shall be erected within the

restricted property and only the customary receiving antenna which shall never exceed then (10') feet in height above the roof ridge line any house is allowed.

Section 12. Mining. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface resources with the sole exception of subsurface water.

Section 13. Air and Water Pollution. No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the ARB, which standards shall at a minimum meet the requirements of federal and state Law and any regulations thereunder applicable to the Property. No waste or any substance or material of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on or immediately adjacent to the Property.

Section 14. Disposition of Trash and Other Debris. Trash, garage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot other than the receptacle customarily used therefore which, except on the scheduled day for trash pickup, shall be located only in garage or patio. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. Except during construction by Developer, no lumber or metals, bulk materials, refuse, or trash shall be kept, stored or allowed to accumulate on any Lot for any approved structure, unless such materials are screened from a view in a manner approved by the ARB. During the course of construction , it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that a construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

Section 15. Aesthetics, Nature Growth, Fences, Screening, Underground Utilities Service. any removal of trees must comply with the provisions of the City of Charleston tree ordinances. Garbage cans, equipment, coolers or storage piles shall be walled in to conceal them from the view of neighboring Lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or wall of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a Lot, easement or other common area so designated, except as such are installed in

accordance with the original construction of the Lots, and any replacement thereof, or as are authorized and approved by the ARB.

Section 16. Animals. No animals, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any Lot, except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided they are not kept, bred, raised therein for commercial purposes, or in unreasonable quantities. As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs, cats and birds to two (2) per Lot. All pets must be under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area.

Section 17. Prohibition of Commercial Use. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business or profession shall be permitted.

Section 18. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

Section 19. Changing Elevations. No Lot shall be excavated or earth extracted therefrom for any business purpose. No elevation changes shall be permitted which materially affects grade of surrounding Lots.

Section 20. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5') feet of each side line of each Lot and over the rear five (5') feet of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 21. Maintenance Required by Owner. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limitations, the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

Section 22. Wetlands and Detention Areas. Any portion of a Lot within the wetlands boundaries as shown on the recorded plat of

Village Green shall be subject to conditions and restrictions concerning the use of wetlands as regulated by the appropriate governmental authorities and agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council. The property shown as the detention Areas on recorded plat shall be owned by the Association and the use of such areas shall be governed by rules and regulations enacted by the Association and also by any conditions and restrictions imposed on the use of the agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council.

Section 23. Use of Model Homes. Notwithstanding any other provision of this Declaration, the Developer during such time as it shall continue to be the owner of any Lot, may use its Lots for the purpose of building thereon a model home or model homes, and/or sales information centers, which may be exhibited to the public and to which the Developer shall be entitled to invite the public to inspect the said sample house or houses and from which the Developer may disseminate to the public sales information in Village Green subdivision. Such activities shall not be construed as a violation of these covenants.

Section 24. Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from and umbrella or retractable clothes hanging device which is removed from view when not in use.

Section 25. Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. The use of or discharge of firearms of any kind whatsoever is prohibited. Hunting of any kind, and by any method, including, but not limited to, firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

Section 26. Prohibition Against Offensive Conduct or Nuisance. No noxious, offensive, or illegal activity shall be carried on upon any Lot described in Section 1 hereof, nor shall nothing be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood by the course Owners thereof. However, the Developer is allowed to burn on site during the construction as allowed by local ordinance.

Section 27. Chemical Fertilizers, Pesticides, or Herbicides. No commercial chemical fertilizers, pesticides or herbicides other than those approved by the Association shall be used on any Lot of any portion of the Common Area. This provision in no way limits the use of those products which are readily available for consumer use and approved by any agency, such as the Food and drug Administration, for the purpose intended, provided however, that said chemical products are not harmful to, nor will adversely affect, aquatic growth, or marine and animal life, and said product is to be labeled by such agency as harmless to said plant and animal life.

Section 28. Parking Restrictions and Use of Garage. No automobile shall be parked or left on any street overnight or on any property shown on the Plat of Village Green Subdivision other than a driveway or within a garage. Garage doors, if any, shall remain closed at all times excepting when entering and exiting.

Section 29. Other Vehicle and Trailer Parking. Except as provided herein not trailer, trailer house, recreational vehicle, mobile home or habitable motor vehicle of any kind, boat and boat trailer, school bus, truck (other than "vans" or "pick-ups" of less than one-half ton) or commercial vehicle shall be brought upon or habitually (for more than three nights) parked overnight, whether on any street or on the front or side of any Lot. Such vehicles may be stored upon the rear of the Lot only if screened from view of surrounding lots and streets in an manner approved by the ARB. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Village Green Subdivision, provided the same are approved by the ARB.

Section 30. Applicability. The foregoing restrictions, conditions, easements and covenants are not applicable to any lands owned by the Developer in Charleston County or elsewhere, other than the Lots shown on the Plat of Village Green Subdivision described in Section 2 hereof, and to those Lots that may, from time to time as hereinabove provided, be made subject to these Covenants by supplemental declaration.

Section 31. Violation. If any person, firm or corporation shall violate or attempt to violate any provisions of these Covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any interest against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation, but no such violation shall effect a reversion of title. The party enforcing these Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association Board of Directors determines that any provision of these Covenants has been violated, the Association Board of Directors may, in its discretion, seek appropriate relief at law or equity to assure that the purpose of these Covenants are fulfilled.

Failure to enforce an of these covenants shall not be deemed as a waiver of the right to do so.

Section 32. Severability. Invalidation of any of these covenants shall in no way affect the validity or enforceability of the other covenants, which will remain in full force and effect.

Section 33. Duration and Amendment. These covenants shall bind all persons claiming any interest in the land and run with the land for a period of twenty-five (25) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of the Owners (multiple Owners of a single Lot shall be one (1) vote among them) of Lots has been recorded terminating these Covenants.

Amendment shall be by written instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them, and the Developer shall have one (1) vote for each Lot it owns), provided, however, that the proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon property execution, this instrument shall be filed in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina.

So long as the Developer has the right to amend these Covenants by casting a majority of said votes, no amendment shall be made without first obtaining the approval of the Veterans Administration and the Federal Housing Administration. Such VA/FHA approval shall be conclusively established by appendage to the recorded instrument of an affidavit by the Developer stating that prior VA/FHA approval has been granted.

IN WITNESS WHEREOF, the undersigned Centex Real Estate Corporation has caused these presents to be executed by its duly authorized officers this 9TH day of February, 1993.

WITNESSES:

CENTEX REAL ESTATE CORPORATION

BY: John D Clarke
Its Div Pres.

BOOK P 223 358

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Center Real Estate Corporation, by John D. Campbell, its Division President sign, seal and as its act and deed, deliver the within written Supplementary Declaration of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me this 9th day

of February, 1993.

Notary Public for South Carolina
My Commission Expires: 8-2-93

WOODDY, BARGMANN, CISA, STYLES & DOBBS
6910 RIVERS AVENUE, SUITE A
NORTH CHARLESTON, SC 29406

Supplemental
16.40
A

BK P 223PG359

FILED

B223-349
93 FEB 12 PM 3:28

ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC

EBT
Pkg 1

STATE OF SOUTH CAROLINA	)	FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR VILLAGE GREEN SUBDIVISION
	)	
	)	
COUNTY OF CHARLESTON	)	

WHEREAS, Centex Real Estate Corporation, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-224, at Page 23; and

WHEREAS, the said Centex Real Estate Corporation is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Real Estate Corporation does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349; and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision Plat Showing Lot 22 And A Portion Of Farmers Market Drive, A 0.304 Acre Tract Of Land, River Oaks, At Village Green, Property Of Centex, Inc., Located Near Shadowmoss Plantation, In The City Of Charleston, Charleston County, South Carolina", dated June 14, 1993, and revised June 16, 1993, and recorded June 18, 1993, in the RMC Office for Charleston County in Plat Book CH, at Page 160.

B. All lots depicted on a plat entitled "Subdivision Plat Showing A 6.247 Acre Tract of Land, Phase II, River Oaks Subdivision, Property of Centex, Inc., Located Near Shadowmoss Plantation, In The City Of Charleston, Charleston County, South Carolina", dated March 30, 1993, and revised May 11, 1993, and recorded May 12, 1993, in the RMC Office for Charleston County in Plat Book CH, at Page 50.

BK R 2[illegible]

C. All lots depicted on a plat entitled "Subdivision Plat Showing a 13.000 Acre Tract of Land , The Willows Subdivision, Phase 1, Property of John Crosland Company, Located Near Shadowmoss Plantation, In The City Of Charleston, Charleston County, South Carolina", dated February 22, 1993, revised May 11, 1993, and recorded May 12, 1993 in the RMC Office for Charleston County in Plat Book CM, at Page 49.

IN WITNESS WHEREOF, Centex Real Estate Corporation has caused these presents to be executed in its name this 16th day of July, 1993.

WITNESSES:

CENTEX REAL ESTATE CORPORATION

BY:

ITS: Controller

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

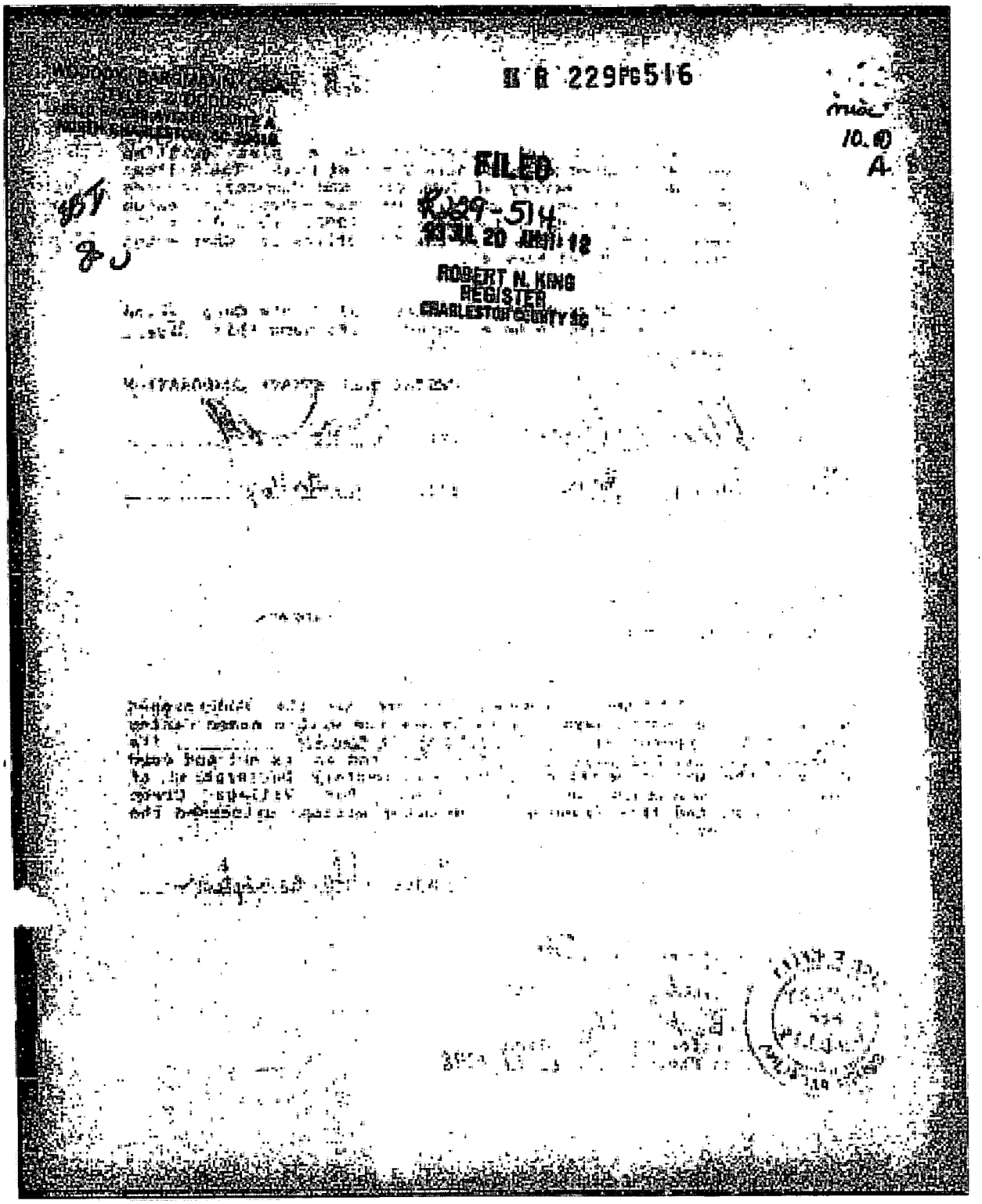
PROBATE

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex Real Estate Corporation by Douglas G. McDonald, its Division Controller sign, seal and as its act and deed deliver the within written First Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 16th day of July, 1993.

Notary Public for South Carolina
My Commission Expires: Dec. 12, 1998

2


BK B 229PG516
FILED
ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC

BK F 250PG210

STATE OF SOUTH CAROLINA	)	THIRD SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASEMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Real Estate Corporation, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Real Estate Corporation is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Real Estate Corporation does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision plat showing River Oaks Subdivision, Phase III, A 12.718 Acre Tract of Land, Property of Centex Real Estate Corporation, d/b/a The John Crosland Company, located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated January 19, 1994, and recorded March 18, 1994, in the RMC Office for Charleston County in Plat Book CP, at Page 111.

IN WITNESS WHEREOF, Centex Real Estate Corporation has caused these presents to be executed in its name the 10th day of October, 1994.

WITNESSES:

Lewis Thornton

Emily C. Peterson

CENTEX REAL ESTATE CORPORATION

BY: [signature]

ITS: Controller

BF 250P211

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

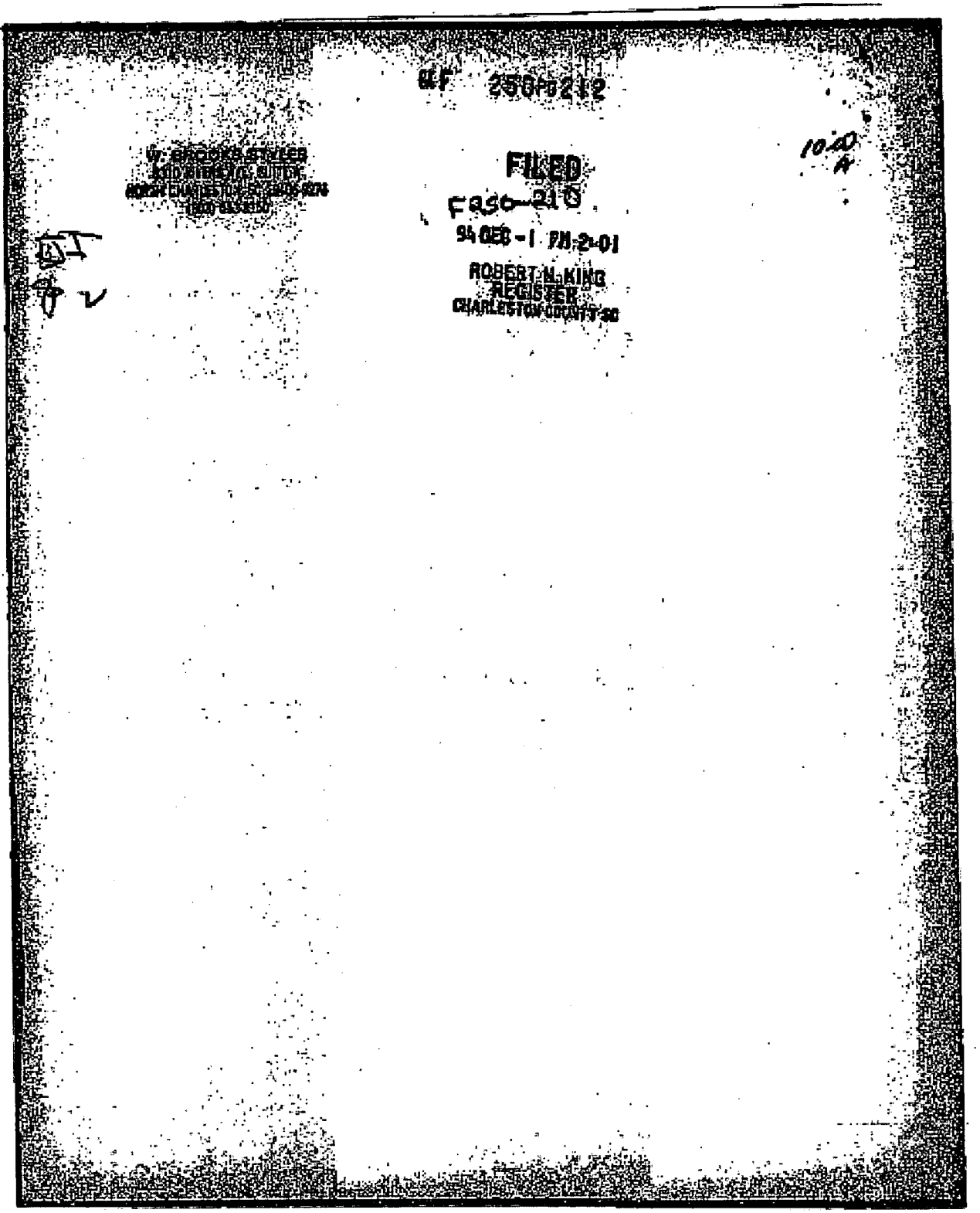
PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Center Real Estate, Corporation by [illegible], its [illegible], seal and as their act and deed, deliver the within written Third Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

Tami Harrington

SWORN to before me this 10th

day of October, 1994.

[illegible]
Notary Public for South Carolina
My Commission Expires: My Commission Expires May 7, 1999


BK 250 PG 212
FILED
F850-210
94 DEC -1 PM 2:01
ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC
10.00
A

STATE OF SOUTH CAROLINA)
) FOURTH SUPPLEMENTARY
) DECLARATION OF COVENANTS,
) EASMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON) FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Real Estate Corporation, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Real Estate Corporation is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Real Estate Corporation does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots duplicated on a plat entitled "Subdivision plat showing The Willows, Phase III, A 11.333 Acre Tract of Land, Property of Centex Real Estate Corporation, d/b/a The John Crosland Company, located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated July 28, 1994, and recorded in the RMC Office for Charleston County in Plat Book EA, at Page 228.

IN WITNESS WHEREOF, Centex Real Estate Corporation has caused these presents to be executed in its name the 31st day of October, 1994.

WITNESSES:

Louis Hemington

Emily C Robeson

CENTEX REAL ESTATE CORPORATION

BY: _____

ITS: Controller

BK N 249PG744

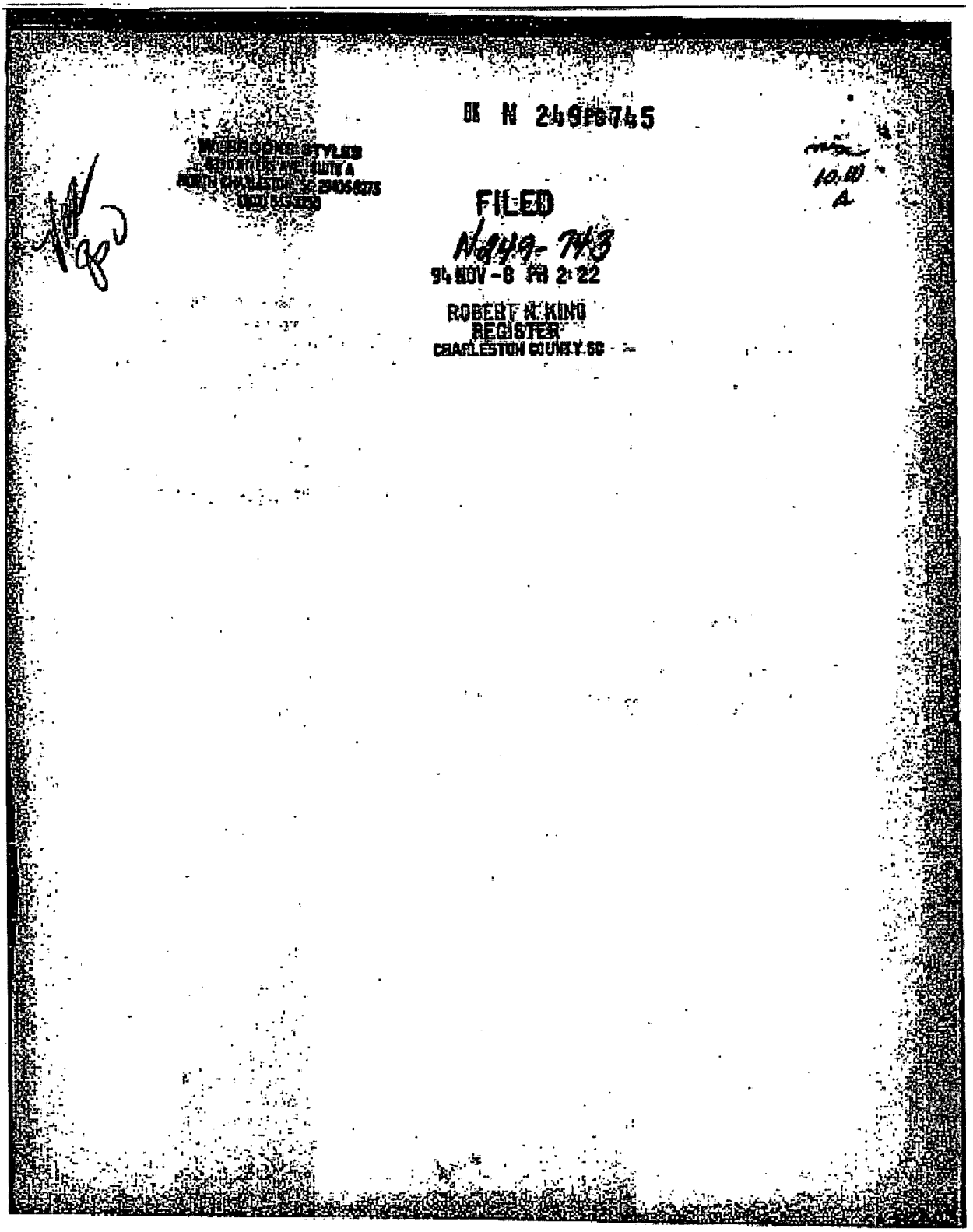
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Center Real Estate Corporation by Douglas G. Mitchell, its Controller, seal and as their act and deed deliver the within written Third Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 31st

day of October, 1994.

Notary Public for South Carolina
My Commission Expires: My Commission Expires May 7, 2007



BK N 249PG745

FILED
N449-743
94 NOV -8 PM 2:22
ROBERT N. KING
REGISTER
CHARLESTON COUNTY, SC

STATE OF SOUTH CAROLINA	)	FIFTH SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASEMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Real Estate Corporation, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Real Estate Corporation is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Real Estate Corporation does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision plat showing The Willows, Phase IV, A 5.165 Acre Tract of Land, (Formerly Tract "G") Property of Centex Real Estate Corporation, d/b/a The John Crosland Company, and the extension of West Bridge Road, a 100' right of way, (Formerly Tract "F"), a 2.862 Acre Tract of land, property of C.R. Hipp, Sr., located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated March 7, 1995, and recorded in the RMC Office for Charleston County in Plat Book EA, at Page 601.

B. All lots depicted on a plat entitled "Subdivision plat showing The Willows Phase V, a 12.287 Acre Tract of Land, (Formerly Tract "H") Property of Centex Real Estate Corporation, d/b/a Centex Homes, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated November 29, 1995, and recorded in the RMC Office for Charleston County in Plat Book EA, at Page 903.

RMC [redacted]

C. All lots depicted on a plat entitled " Subdivision plat showing The Willows Phase VI, a 10.638 Acre Tract of land, (Formerly Tract "M") Property of 2728 Holding Corporation, f/k/a Centex Real Estate Corporation, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated January 10, 1997, and recorded in the RMC Office for Charleston County in Plat Book EB, at Page 654.

IN WITNESS WHEREOF, Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation has caused these presents to be executed in its name the 3rd day of August, 1998.

WITNESSES:

Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation

Cindy K Sayer

BY: [signature]

Anne Williamson

ITS: Controller

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation by Mary P. McDaris, its Controller, seal and as their act and deed deliver the within written Fourth Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

Cindy K Sayer

SWORN to before me this 3rd day of August, 1998.

Notary Public for South Carolina
My Commission Expires: 4-11-06

W. BROOKS STYLES

BK [illegible]

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FILED
C 310-824
98 SEP -1 PM 3:21
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA	)	SIXTH SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Real Estate Corporation, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Real Estate Corporation is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Real Estate Corporation does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Easement plat showing The relocation of a 20' Drainage Easement across lots 118 & 120, RiverOaks Subdivision, Phase III, located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated August 1, 1996, and recorded in the RMC Office for Charleston County in Plat Book EB, at Page 273.

B. All lots depicted on a plat entitled "Subdivision plat showing RiverOaks Phase VI, a 12.743 Acre Tract of Land, (Formerly Tracts "J", "K", & "L") Property of Centex Real Estate Corporation, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated January 12, 1996, and recorded in the RMC Office for Charleston County in Plat Book EB, at Page 35.

C. All lots depicted on a plat entitled " Subdivision plat showing RIVEROAKS PHASE V, a 7.865 Acre Tract of land, a portion of Tract "N", Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated October 20, 1997, and recorded in the RMC Office for Charleston County in Plat Book EC, at Page 201.

IN WITNESS WHEREOF, Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation has caused these presents to be executed in its name the 3rd day of August, 1998.

WITNESSES:

Centex International Inc.,
Successor by merger to 2728
Holding Corporation, a Nevada
Corporation, f/k/a Centex Real
Estate Corporation

Cindy K Sayer

BY: [signature]

Nonnie Williamson

ITS: Controller

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation by Terry L. McCabe, its Controller, seal and as their act and deed deliver the within written Fourth Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

Cindy K Sayer

SWORN to before me this 3rd
day of August, 1998.

[signature]
Notary Public for South Carolina
My Commission Expires: 4-16-06

W. BROOKS STYLES

10-40
A

FILED

C 310-827

99 SEP -1 PM 3:21

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA	)	SEVENTH SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Real Estate Corporation, , as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charlestown County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Real Estate Corporation is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Real Estate Corporation does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision plat showing Sweetbay Phase I, a 19.380 Acre Tract of Land, a Portion of Tract "P", Property of Centex Homes, a Nevada General Partnership, located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated May 29, 1998, and recorded in the RMC Office for Charleston County in Plat Book EC, at Page 573.

B. All lots depicted on a plat entitled "Subdivision plat showing Oakleaf Phase I, a 14.038 Acre Tract of Land, a Portion of Tract "N", Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated May 28, 1998, and recorded in the RMC Office for Charleston County in Plat Book EC, at Page 574.

BK 3[illegible]

IN WITNESS WHEREOF, Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation has caused these presents to be executed in its name the 3rd day of August, 1998.

WITNESSES:

Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation

Cindy K Sayer

BY: [signature]

Anne Lindsay

ITS: Controller

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex International Inc., Successor by merger to 2728 Holding Corporation, a Nevada Corporation, f/k/a Centex Real Estate Corporation by Mark P. McDaris, its Controller, seal and as their act and deed deliver the within written Fourth Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

Cindy K Sayer

SWORN to before me this 3rd day of August, 1998.

[signature]
Notary Public for South Carolina
My Commission Expires: 4-11-06

W. BROOKS STYLOS
[redacted]

BPC 3[redacted]

FILED
C 3/0-830
98 SEP -1 PM 2:21
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA	)	SEVENTH SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVESION

WHEREAS, Centex Homes, a Nevada General Partnership, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Homes, a Nevada General Partnership is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Homes, a Nevada General Partnership does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision plat showing Sweetbay Phase I, a 19.380 Acre Tract of Land, a Portion of Tract "P", Property of Centex Homes, a Nevada General Partnership, located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated May 29, 1998, and recorded in the RMC Office for Charleston County in Plat Book EC, at Page 573.

B. All lots depicted on a plat entitled "Subdivision plat showing Oakleaf Phase I, a 14.038 Acre Tract of Land, a Portion of Tract "N", Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated May 28, 1998, and recorded in the RMC Office for Charleston County in Plat Book EC, at Page 574.

IN WITNESS WHEREOF, Centex Homes, a Nevada General Partnership has caused these presents to be executed in its name the 27th day of April, 1999.

WITNESSES:

Cindy S. Peek

Centex Homes, a Nevada General Partnership

BY: Mary P. McDaniel

ITS: Controller

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex Homes, a Nevada General Partnership by Mary P. McDaniel its Controller, seal and as their act and deed deliver the within written Seventh Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

Cindy S. Peek

SWORN to before me this 27th day of April, 1999.

Notary Public for South Carolina
My Commission Expires: 4-16-06

116 325PG498

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W. BROOKS STYLED
[illegible]

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99 APR 27 PM 2:41
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

B
CAV

STATE OF SOUTH CAROLINA	)	EIGHTH SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASEMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Homes, a Nevada General Partnership, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Homes, a Nevada General Partnership is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Homes, a Nevada General Partnership does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23;.

A. All lots depicted on a plat entitled "Subdivision plat showing Oakleaf Phase II, a 6.624 Acre Tract of Land, a Portion of Tract "N", Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated October 7, 1998, and recorded in the RMC Office for Charleston County in Plat Book EC, at Page 871.

IN WITNESS WHEREOF, Centex Homes, a Nevada General Partnership has caused these presents to be executed in its name the 27th day of April, 1999.

WITNESSES:

Cindy S. Peek

Karen Williamson

Centex Homes, a Nevada General Partnership

BY: [signature]

ITS: Controller

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex Homes, a Nevada General Partnership by Timothy P. McCarus, its Controller, seal and as their act and deed deliver the within written Eighth Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

Cindy S. Peek

SWORN to before me this 27th day of April, 1999.

Notary Public for South Carolina
My Commission Expires: 4-16-04

10.00 B

W. BROOKS BYRUM
AND BYRUM, ESQS., BOYD &
ROSEN CHARLESTON, SC 29401-2408
(843) 723-1644

FILED
G325-499
99 APR 27 PM 2:42
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA	)	NINETH SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Homes, a Nevada General Partnership, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Homes, a Nevada General Partnership is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Homes, a Nevada General Partnership does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision plat showing Oakleaf Phase 4, a 12.855 Acre Tract of Land, Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated June 29, 1999, and recorded in the RMC Office for Charleston County in Plat Book ED, at Page 351.

B. All lots depicted on a plat entitled "Subdivision Plat showing Sweetbay Phase 2B, a 8.120 Acre Tract of Land, formerly a portion of Tract "R", property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated April 27, 1999, and recorded in the RMC Office for Charleston County in Plat Book ED, at Page 256.

IN WITNESS WHEREOF, Centex Homes, a Nevada General Partnership has caused these presents to be executed in its name the 30th day of August, 1999.

WITNESSES:

Centex Homes, a Nevada General Partnership

BY: Mary P McDade

ITS: Controller

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex Homes, a Nevada General Partnership by Mary P McDade, its Controller, seal and as their act and deed deliver the within written Eighth Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 30th day of August, 1999.

Notary Public for South Carolina
My Commission Expires: 4-16-06

BK H 333PG623

W. BROOKS STYLES
[illegible]

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1999 AUG 30 PM 3:18

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

10.00
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STATE OF SOUTH CAROLINA	)	TENTH SUPPLEMENTARY
	)	DECLARATION OF COVENANTS,
	)	EASMENTS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Homes, a Nevada General Partnership, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and

WHEREAS, the said Centex Homes, a Nevada General Partnership is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Homes, a Nevada General Partnership does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision plat showing Oakleaf Phase 3, a 14.024 Acre Tract of Land, Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, County of Charleston, South Carolina", dated June 4, 1999, and recorded in the RMC Office for Charleston County in Plat Book ED, at Page 286.

B. All lots depicted on a plat entitled "Subdivision Plat showing Sweetbay Phase 2A, a 7.679 Acre Tract of Land, formerly Tract "P" and a portion of Tract "R", property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated March 31, 1999, and recorded in the RMC Office for Charleston County in Plat Book ED, at Page 179.

IN WITNESS WHEREOF, Centex Homes, a Nevada General Partnership has caused these presents to be executed in its name the 29th day of September, 1999.

WITNESSES:

Centex Homes, a Nevada General Partnership

BY: [signature]

ITS: Controller

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex Homes, a Nevada General Partnership by Mary P. Mayers its Controller, seal and as their act and deed deliver the within written Eighth Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 29th day of September, 1999.

Notary Public for South Carolina
My Commission Expires: 4/16/06

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BE 335PG329

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E335-327

1999 SEP 30 PM 2:19

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

10.00

W. BROOKS STYLES

BK P 342PG541

STATE OF SOUTH CAROLINA	)	AMENDMENT TO DECLARATION
	)	OF COVENANTS, EASEMENTES
	)	AND RESTRICTIONS FOR
COUNTY OF CHARLESTON	)	VILLAGE GREEN SUBDIVISION

WHEREAS, Centex Real Estate Corporation, as owner of certain properties in Village Green Subdivision, has caused to be placed upon the records of the RMC Office for Charleston County certain Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivisionbeing recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23; and,

WHEREAS, the said Centex Real Estate Corporation is now desirous for recording an amendment to said Declarations of Covenants, Easements and Restrictions for the purpose of making the same applicable to additional property in Village Green Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Centex Real Estate Corporation does hereby subject the following described property to the Declarations of Covenants, Conditions, Easements and Restrictions for Village Green Subdivision, being recorded in Book P-223, at Page 336, Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book P-223, at Page 349, and Amendment to Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision being recorded in Book S-224, at Page 23:

A. All lots depicted on a plat entitled "Subdivision plat showing Sweetbay Phase 3, A 13.058 Acre Tract of Land, Formerly a portion Tract "B", and a portion of Tract "A-1", Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated December 20, 1999, and recorded January 24, 2000, in the RMC Office for Charleston County in Plat Book ED, at Page 731.

B. All lot depicted on a plat entitled "Subdivision Plat Showing Sweetbay Phase 4, A 9.387 Acre Tract of Land, Formerly a Portion of Tract "A-1", Property of Centex Homes, a Nevada General Partnership, Located at Village Green, in the City of Charleston, Charleston County, South Carolina", dated December 20, 1999, and recorded January 21, 2000, in the RMC Office for Charleston County in Plat Book ED, at Page 730.

IN WITNESS WHEREOF, Centex Homes, a Nevada General Partnership has caused these presents to be executed in its name the 16 day of February, 2000.

WITNESSES:

Centex Homes, a Nevada General Partnership

BY: _____

ITS: Div. President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Centex Homes, a Nevada General Partnership, by Gary Thrower, its Div. President, seal and as their act and deed deliver the within written Third Supplementary Declaration of Covenants, Easements and Restrictions for Village Green Subdivision, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 16th day of February, 2000.

Notary Public for South Carolina
My Commission Expires: My Commission Expires January 25, 2005

W. Brooks Style

BK P 342PG543

FILED

P342-541

2000 FEB 17 PM 2:33

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

BY-LAWS BK 529PG769

OF

VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Village Green Homeowners Association, Inc., hereinafter referred to as the "Association". The principle office of the corporation shall be located at 8301 Dorchester Road, Suite D, North Charleston, South Carolina 29420, but meetings of members and directors may be held at such places within Charleston or Dorchester Counties, South Carolina, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Village Green Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space," "Greenway," "Area Reserved for Pond," "Drainage Retention Ponds," "Detention Areas," "Association Owned Streets" or "Community Recreational Facility," if any, including, but not limited to, walking paths, playground areas, subdivision entrances and landscaped islands on any plat of the property described on Schedule A attached hereto and duly recorded in the office of the RMC for Charleston County in accordance with the provisions of this Declaration.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of any Common Area, Greenway, Common Open Space, Community Recreational Facilities.

1

EXHIBIT H

Playground Areas, Detention Areas, streets or roads shown on any recorded map. In the event any Lot is increased or decreased in size by resubdivision, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 6. "Declarant" shall mean and refer to Coates Real Estate Corporation, and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of erecting residence building(s) to be constructed thereon, and any such successor in title to Coates Real Estate Corporation shall be a Declarant during such period of time as said lots are undeveloped, developed but unconveyed, or improvements constructed thereon are uncompleted, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Single-Family Detached Home" shall mean and refer to a single-family residence which is not attached to any other single-family residence.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the Ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A Lot. Class A Lots shall be all lots except Class B Lots as the same are hereinafter defined. The voting rights appurtenant to the Class A Lots shall be as follows:

(1) Single-Family Detached Homes. The owner of each lot designated as a lot on which a single-family detached home is or may be constructed shall be entitled to one (1) vote.

(b) Class B Lots. Class B Lots shall be all lots owned by Declarant which have not been converted to Class A Lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by Declarant.

The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(ii) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, that the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(iii) On December 31, 2000, whichever event shall first occur.

When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, contract purchasers and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A Lots and at least two-thirds (2/3) of the votes appurtenant to all Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that the subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utilities, including CATV, and drainage facilities upon, over, under and across the Common Area without the assent of

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the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence in Dorchester County, South Carolina. Members are responsible for the conduct of the family and guests.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Dorchester County, South Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, but no later than the third Wednesday in January 1993, and each subsequent regular annual meeting of the members shall be held on the third Wednesday in January of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, Secretary or majority of the members of the Board of Directors, or upon written request of the members entitled to one-fourth (1/4) of the votes appurtenant to Class A Lots.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with Section 2 of this Article. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4. Place of Meetings. All meetings of the members shall be held at such place, within Charleston or Dorchester County, South Carolina, as shall be determined by the Board of Directors of the Association.

Section 5. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, not less than 15 days nor more than 30 days before the date of the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purposes of the meeting, including the text of any proposals to be voted on at such special meeting. Written by a member in writing of the notice required herein signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 6. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 8. Informal Action by Members. Any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association to be kept in the Association minute book.

Section 9. Parliamentary Procedure. At all meetings, "Roberts Rules of Order, Revised" shall govern for any questions of procedure not covered by the Bylaws.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three until the first annual meeting of the Association. Thereafter the Board shall consist of at least three (3) Directors and not more than nine (9) Directors. At the first annual meeting the members shall elect one director to serve for a term of one year, one director to serve for a term of two years and one director to serve for a term of three years. At each annual meeting thereafter the members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three years. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors need not be members of the Association.

Section 3. Successive Term and Re-election. A Class A member of the Association may not be elected to successive three-year terms on the Board. This shall not prevent the re-election of the three directors elected at the first Annual Meeting to serve the initial one-year term and two-year terms. A Class A member may be re-elected to the Board after a minimum of one year as a non-member of the Board.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 5. Election. Except as provided in section of this Article, the directors shall be elected at the annual meeting of the members, by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 7. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor who shall serve for the unexpired term of his predecessor. The members may elect a director at any time to fill any vacancy not filled by the directors.

Section 8. Compensation. No director shall receive compensation for any service he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 9. Bonds. The Board of Directors may by resolution require any or all officers, agents and employees of the Association to give a bond to the Association with sufficient sureties conditioned on the faithful performance of the duties of their respective offices or positions and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

Section 6. Parliamentary procedure. At all meetings 'Roberts Rules of Order, Revised' shall govern for any question of procedure not covered by the Bylaws.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association pursuant to the provisions of the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and contract with a management company to manage the operation of the Association, and in the event a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on thirty (30) days or less notice and any management contract made with the Declarant shall be for a period not to exceed three years;

(f) employ attorneys to represent Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewerage, utilities or drainage facilities, upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A Lots.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days before January 1 of each year.

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days and before January 1 of each year;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance covering the Association in an amount not less than $1,000,000.00 and adequate hazard insurance on the real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and all facilities erected thereon to be maintained; and

(h) cause individual properties to be maintained if required by the Declaration.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes and in the absence of the Treasurer shall sign all checks.

Vice-President

(b) the Vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its' purpose. The Board of Directors making the appointment of a committee shall designate a chairman of said committee.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in Article V of the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Eight (8%) percent per annum, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Village Green Homeowners Association, Inc., South Carolina, 1990.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present at a meeting duly called for such purpose in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the Declaration shall control.

VIOLATION OF RULES AND REGULATIONS

Failure to abide by any Rules or Regulations published by the Association shall be grounds for an action, brought by the Association or any aggrieved Owner, to recover damages, or obtain injunctive and equitable relief, or both. In addition to these remedies, in the event of violation by an Owner of any rules or regulations, such Owner's voting rights and rights to use the recreational facilities may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. The duration of such suspension shall be set by the Board and shall not exceed sixty days for each violation. Such hearing shall only be held by the Board after giving the Owner ten (10) days' prior written notice which specifies each alleged violation and sets the time, place and date of the hearing. A determination of the violation and the time of suspension or other sanction shall be made by a majority vote of the Board. The Owner shall have the right to appeal any adverse ruling of the Board and shall be entitled to a hearing de novo before the membership of the Association, at which the general requirements of due process shall be observed. Upon an appeal by an Owner of a decision by the Board, a special meeting shall be held within sixty (60) days from the decision by the Board, but the decision of the Board shall remain in effect unless overruled by a majority vote of the members present at the special meeting.

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and officer of the Association, and each former director and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she is or may be made a party by reason of his or her being or having been such director or officer of the Association (whether or not he or she is a director or officer at the time of incurring such costs and expenses), except with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for willful misfeasance or malfeasance in the performance of his or her duty as such director or officer. In case of the settlement of any action, suit or proceeding to which any director or officer of the Association, or any former director or officer of the Association, is made a party or which may be threatened to be brought against him or her by reason of his or her being or having been a director or officer of the Association, he or she shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him or her in connection with such action, suit or proceeding.

(whether or not he or she is a director or officer at the time of incurring such costs and expenses) to the extent that such costs and expenses are not reimbursed as part of the settlement, if (a) the Association shall be advised by independent counsel that, in such counsel's opinion, such director or officer did not commit willful misfeasance or malfeasance in the performance of his or her duty as such director or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such director or officer (and all other directors and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such directors and officers as a result of such settlement, or (b) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such director or officer of such costs and expenses. The phrase "disinterested members" shall mean members of the Association other than (i) any director or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such director or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such director or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such director or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representative of each such director or officer, and shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law or under the Declaration, any vote of the Association members or any agreement. The Board may purchase and maintain such Directors' and officers' Liability Insurance as it shall deem appropriate, and premiums for such insurance policies shall be deemed for all purposes proper expenses of the Association.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

BK 529PG783

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Village Green Homeowners Association of Charleston, Inc., a South Carolina corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Village Green Homeowners Association of Charleston, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the 3rd day of March, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15 day of March 2005. VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

Karen E Kay
Secretary

Witness

Witness

The foregoing instrument was acknowledged before me by its maker.
Sworn before me this 15 day of March year of 2005

Seal

Notary Public for South Carolina

My commission expires Aug 2008

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BK S639PG756

STATE OF SOUTH CAROLINA	)	FIRST AMENDMENT TO THE BYLAWS OF VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.
	)	
COUNTY OF CHARLESTON	)	
	)	

THIS FIRST AMENDMENT to the Bylaws of Village Green Homeowners' Association, Inc., is date September 20, 2007.

WHEREAS the Bylaws of Village Green Homeowners Association, Inc. were adopted on March 3, 1993; and

WHEREAS said Bylaws were recorded in the RMC office for Charleston County, South Carolina, on March 15, 2005, in Deed Book G 529 at Page 769; and

WHEREAS the Village Green Homeowners Association, Inc., held a special meeting on September 17, 2007, which was duly noticed to all members, and as certified by the officers of the Association in the Certificate of Authority attached hereto;

NOW THEREFORE, pursuant to Article XIV, Section 1 of the Bylaws, upon vote of a majority of a quorum of members present at a meeting duly called for such person in person or by proxy, the Bylaws as originally recorded in Deed Book G 529 at Page 769, are hereby amended to add the following provision, which shall be effective as of the date this Amendment is accepted for recording at the office of the RMC, Charleston County.

ARTICLE XVIII

FINES

Failure of a Member to comply with the Covenants and Bylaws of Village Green Homeowners Association, Inc. (hereinafter "Association") as amended, shall result in the imposition of fines of twenty five dollars ($25.00) per day, per violation. Said fines shall only be effective after written notice is sent to the noncomplying member which outlines the violation(s), and a reasonable amount of time as specified by the Board for the noncomplying member to cure said violation(s). Said fines shall continue to accrue daily until the member cures the violation and is deemed by the Board to be in compliance with the Covenants and Bylaws. Should the member be deemed by the Board to be in compliance, but thereafter violate the same provision within one (1) year from the date of original notice of the prior violation, the Board may levy further fines as provided in this Amendment, without having to provide new notice to the noncomplying member.

The noncomplying member is further responsible for all costs incurred by the Association for enforcing the Covenants and Bylaws, which include attorney's fees, property management fees, and any additional costs and fees associated with the collection of these debts. Should a noncomplying member refuse to pay all fines associated herewith, the Association may seek all legal and equitable remedies through appropriate court action. Furthermore, the Association may place a lien on the noncomplying member's property. The noncomplying member shall be liable

for all costs associated with the imposition of the lien and court costs, including reasonable attorney's fees.

Failure of the Board to enforce these Covenants and Bylaws shall in no way constitute or be deemed a waiver. The Board shall retain all right to proceed against any noncomplying member at any time of noncompliance.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Village Green Homeowners Association, Inc., a South Carolina Non-profit corporation, and

THAT the forgoing Bylaw Amendment was adopted by a majority of a quorum of Members present at a meeting held on September 17, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20th day of September 2007.

VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

Witness

By:
It's: Secretary

Witness

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Village Green Homeowners Association, Inc., a South Carolina non-profit corporation, by John S. Halstead, its Secretary, seal and as their act ad deed deliver the within written Amendment to the Bylaws of Village Green Homeowners Association, Inc., and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 20th day of September 2007.

Notary Public for South Carolina
My Commission Expires: 5/2/2016

BK S639PG758

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

FILED

September 26, 2007

4:50:22 PM

BK S639PG756

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Tecklenburg Law Firm

P.O. Box 20667

Charleston SC 29413

Number of Pages: 3

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RMC BK 0122 PG 803 : PG 1 of 4

STATE OF SOUTH CAROLINA	)	AMENDMENT TO THE BYLAWS OF
	)	VILLAGE GREEN
COUNTY OF CHARLESTON	)	HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Bylaws of Village Green Homeowners Association, Inc. were recorded in Book O529, Page 769 of the Charleston County RMC Office on March 16, 2005 and amended by instrument recorded on September 27, 2007 in Book S639, 756 (collectively the "Bylaws");

WHEREAS, Article XIV, Section 1 of the Bylaws provide, in part, that the Bylaws may be amended by a majority vote, in person or by proxy, of a quorum of members present at a regular or special meeting duly called for such purpose; and

WHEREAS, the following amendments to the ByLaws have been approved by the members in accordance with Article XIV, Section 1 and the Association is desirous that said amendments be made of record;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the By-Laws are amended in accordance with Article XIV, Section 1 of the Bylaws so that after additions and amendments the referenced section(s) shall read as follows:

1. ARTICLE VI, Section 5 shall be amended so that after amendment, it will read as follows:

   Section 5 Election. Except as otherwise provided in this Article, directors shall be elected by secret written ballot at the annual meeting of the members. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants, Conditions and Restrictions for Village Green Subdivision, as may be amended from time to time. The candidate(s) receiving a majority vote of the quorum present at the meeting shall be elected.

2. ARTICLE VI, Section 6 shall be amended so that after amendment, it will read as follows:

   Section 6 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of a quorum present at a regular or special meeting of the Association.

3. All other provisions of the Bylaws will remain in full force and effect.

RMC 96 0122 By 603 : Pg 2 *

IN WITNESS WHEREOF, Village Green Homeowners Association, Inc. has caused this instrument to be executed this 6th day of May, 2010.

WITNESSES:

Witness 1

Witness 2

VILLAGE GREEN
HOMEOWNERS ASSOCIATION, INC.,

By:
Its: President

Witness 1

Witness 2

By:
Its: Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 6th day of May, 2010 by Village Green Homeowners Association, Inc., by R.E. Dempsey, its President and Carol Davis, its Secretary.

Notary Public for South Carolina
My Commission Expires: My Commission Expires September 11, 2017

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
COUNTER CUSTOMER
RAVENEL ASSOCIATES
3690 BOHICKET RD SUITE 1-A
JOHNS ISLAND SC 29455

RECORDED

Date: May 17, 2010
Time: 2:04:53 PM

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Charlie Lybrand, Register
Charleston County, SC

Maker: VILLAGE GREEN HOA

Recipient: N/A

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BOOK 0122 Pg 803 : 05/17/2010 14:04:53

ARCHITECHURAL REVIEW BOARD (ARB)
GUIDELINES

VILLAGE GREEN HOA

Last edited by Carol M Davis 04/05/2009



Part I

INTRODUCTION

This document, the Architectural Review Board (ARB) Guidelines, is authorized by Reference B. It had not been previously provided and the Village Green Homeowners Association Board of Directors serving in the year of 2000, found a definite need for the type of detail provided herein.

The Architectural Review Board (ARB) Committee was formed to maintain property values in Village Green by controlling the minimum standards of any post construction projects by individual homeowners. In this way, all of our property values are protected against the impact of a homeowner whose actions may intentionally or unintentionally have a negative impact on these values or upon the community as a whole.

The Architectural Review Board (ARB) Committee has a very difficult task trying to resolve divisive issues between individual homeowners. It is in the best interest of all homeowners to cooperate with and assist whenever possible with their efforts.

Part II

REFERENCED DOCUMENTATION LIST

A. Declaration of Covenants. Filed with Charleston County, State of South Carolina on February 12, 1993 at 3:28pm.

B. Supplementary Declaration of Covenants. Filed with Charleston County, State of South Carolina on February 12, 1993 at 3:28pm.

C. Letter dated January 13, 1997 containing a legal opinion by attorney Dodds, regarding the control of satellite dishes in Village Green.

D. Letter dated June of 1994 detailing the rules and regulations for the use of the pond areas by Village Green homeowners. (Note that Crosland is being phased out of pond ownership and the HOA is taking over.)

E. By-laws of the Village Green HOA. Adopted by the Village Green Board of Directors on March 3, 1993.

Part III

HISTORY

Reference A. Declaration of Covenants, establishes the Village Green Homeowners Association as a non-profit corporation in the State of South Carolina. It defines the organization and establishes the legal parameters for its operation.

Reference B. Supplementary Declaration of Covenants, filed at the same time, provides for the orderly administration of the Organization by providing additional detail for the Board of Directors.

Reference C and D. Instructions defining two particular problem areas at the time, provide the necessary direction for the resolution of these problems by the Architectural Review Board Committee.

Reference E. By-laws, establishes the legal and the practical relationship between the Village Green Homeowners Association and their Board of Directors.

The Architectural Review Board (ARB) Committee has been created in accordance with References A, B, and E in an effort to assure that no one property owner can devalue neighboring properties by compromising the standards previously established.

The ARB Committee chairperson is selected by the Village Green HOA Board of Directors from a list of available volunteers. The remaining members are selected

in a like manner, subject to the Chairperson approval. This committee or the individual members of the committee serve at the direction of the Village Green HOA Board of Directors and their service is not otherwise restricted.

Please note that the Architectural Review Board (ARB) is also known as the Architectural Control Committee (ACC) and the Architectural Review Committee (ARC) in various pieces of our documentation. Note also that our documentation is difficult to change, for the protection of our homeowners, so we simply provide the necessary detail in this document which is authorized by Reference B. In this way, it is considered that the ARB provides equal protection to all homeowners.

Part IV

VILLAGE GREEN HOMEOWNERS ASSOCIATION ARCHITECTURAL REVIEW BOARD (ARB) COMMITTEE REQUEST FORM

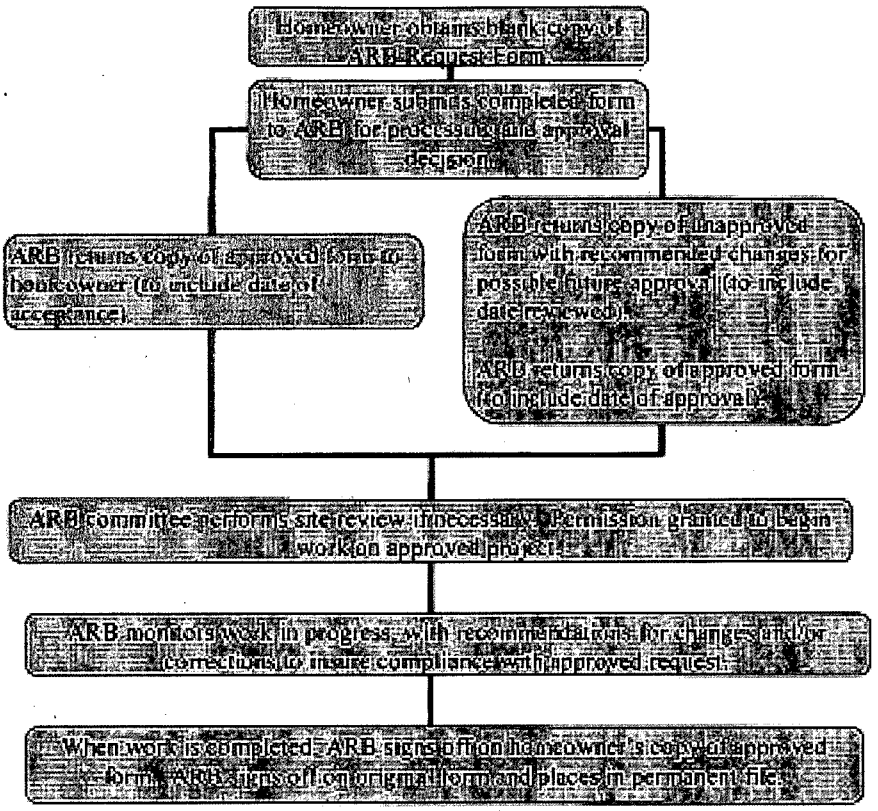
This document is provided as the means of requesting ARB committee approval of any project falling under review of the Architectural Review Board Committee guidelines.

1. Attachment A. Sample copy of the Village Green HOA Architectural Review Board (ARB) Request Form.

2. Information on how to obtain an ARB Request Form can be obtained by contacting the current Village Green HOA management company:

Chad Hammond, CMCA chammond@ravenelassociates.com
Ravenel Associates, Inc.
3690 Bohicket Road
Suite 1A
Johns Island, SC 29455
Office: 843.768-9480
Fax: 843.778-5047
www.ravenelassociates.com

3. The following Flow Chart details the use of this request form:



Last edited by Carol M Davis 04/06/2009

ARCHICHECTURAL REVIEW BOARD COMMITTEE NARRATIVE FLOW CHART

1. Homeowner obtains blank copy of ARB Request Form.

2. Homeowner completes Request Form and submits to ARB Committee for processing and approval decision, as instructed on form.

3. The date stamped or annotated by the Architectural Review Board Committee on upon receipt of the Request form, is the official date of the homeowner's request. The thirty (30) day limit for ARB committee action starts with this date. If the request is incomplete in any way (lack of information, plans/specifications, clarity, or detail, etc.), the 30 day time limit for committee action will begin when the corrected form has been corrected and resubmitted by the homeowner to the ARB committee in an acceptable manner.

4. If forms are incomplete in any way (as noted in Item 3 above), homeowner will be contacted by ARB Committee for resolution. Resubmitted form modified as required by the homeowner will be signed off on by the ARB Committee and re-dated to indicate new 30 day limit for ARB Committee action.

5. ARB Committee performs site review if necessary. Permission granted to begin work on approved project. Project plans and forms approved by the ARB Committee are returned to the homeowner. Work may begin.

6. ARB Committee will monitor work in progress to assure compliance with the requirements of the ARB guidelines and to provide assistance when needed.

7. When work is properly completed, ARB Committee signs off on homeowner's copy of approved form. ARB signs off on original form and places in permanent file.

8. ARB Committee will maintain permanent file for all homeowner applications, whether work has been completed or not.

Last edited by Carol M Davis 04/05/2009

Part V, a

SPECIFIC PROJECT CONTROLS

Please note that homeowner projects may require one or more permits by the City of Charleston. Determining the need for these permits is the responsibility of the homeowner. Approval of the ARB Request Form does not relieve the homeowner of this responsibility.

When the homeowner submits the ARB Request Form, all plans, specifications, site plans and any other supporting documentation intended to support the City of Charles permit request must also be included in support of the ARB Request Form.

Part V, b

ADDITIONS TO EXISTING HOMES

Additions to existing homes (including but not limited to back porches, sunrooms, etc.) are required to match the existing structure. This will usually mean that the foundation wall treatment, siding materials, roofing materials, and trim will be identical or as similar as reasonably possible in type, color, and grade to that on the existing structure. Workmanship must be acceptable to the City of Charleston building inspectors and the ARB Committee.

Homeowners requesting additions and/or modifications to homes will assure that the City of Charleston will have issued a building permit prior to submittal to the ARB Committee. Site plan is required to verify to the City of Charleston and the ARB Committee that easements and/or setbacks are not violated.

Part V, c

DRIVEWAYS, WALKWAYS, AND FOUNDATION WALLS

Driveways, walkways, sidewalks, and the exposed portion of foundation walls are all the color of natural concrete (stucco) in Village Green. They are not permitted to be painted any other color.

Should the need develop, they may be treated with a clear water-proofing material.

Part V, d

EXTERIOR PAINT SCHEMES

Exterior paint schemes for Village Green homes were established by the contractor with some selections by the original homeowner.

A request to the ARB Committee to change to another existing paint scheme will require submission for review and an approval decision.

Home additions and approved outbuildings will maintain the same color scheme as the home itself.

Roof Types:
Colors must be a mid to dark tone shade appropriately matching the existing color scheme of the home.
Asphalt shingles – in approved colors.
Architectural shingles – in approved colors.
Non-corrugated polycarbonate – allowed only on ARB approved sunroom additions.
Solar panels – allowed with the discretion of and only with ARB approval.

INGROUND POOLS

In ground pools are permitted when constructed in accordance with City of Charleston requirements and permits.

Pool decking shall be constructed of masonry or other approved materials. Fencing is also required and must meet City of Charleston requirements and ARB guidelines.

A precisely scaled site plan will be submitted by the homeowner to the ARB Committee along with the documentation supporting the City of Charleston permit application.

Part V, f

Fences

Chain link and any other types of wire fencing are prohibited.

In general, reference B, Section 8, Paragraph C defines an acceptable fence. All fence projects require ARB Committee prior approval. Proper fence placement with respect to property lines is the responsibility of the homeowner and will be clearly indicated on the request form and on the accompanying site plan.

In addition:

1. Six (6) foot high board fences will be securely fastened to three (3) lines of 1 ½ inch thick stringers. Shorter fences can be approved by the ARB Committee with two (2) properly placed lines of 1 ½ inch thick stringers.

2. The ARB Committee recommends that wherever applicable, a piece of ¾ inch trim lumber is run along the top edge of the fence to assist in keeping the top of the fence boards from warping. A decorative cap on each fence post is also recommended.

3. The decorative (smooth) side of the fence must face out, away from the homeowner's property.

4. Fence requests will include details regarding the intended finishing materials (paint, stain, wood preservatives).

Last edited by Carol M Davis 04/05/2009

5. All wood components will be of pressure treated materials.

6. Fences will normally be installed from the rear corners of the house to the rear property line. The ARB Committee can permit deviations of this rule when the rear corners of adjoining houses are not on a common alignment or when the homeowner wishes to enclose a side garage door within the fenced yard, but these deviations must be specifically and clearly requested on the request form. Each such deviation of the standard fence placement will be made as a separate decision by the ARB Committee based upon the individual circumstances of the project, including aesthetic considerations.

7. Constructed fences are to be kept in a state of good repair by the homeowner. Any fence showing unstable leaning, rot, unacceptable warping or other indications of deterioration are to be repaired at the request of the ARB Committee. Fences that require replacement of either of a major portion or of the fence in whole, will require submission of a new ARB Request Form and will be required to meet the latest official criteria for new fence construction.

Part V, g

SCREENS

Specifically approved fences may to be used in to screen permitted types of vehicles, boats, trailers, etc. As required by reference B, section 29, the screening fence must meet all requirements of this document that pertain to six (6) foot high wood fences.

Permitted boats are those that the hull is not taller than the required maximum six (6) foot solid, not picket fence.

Permitted trailers are those that are not more than two (2) feet taller than either the required four (4) or six (6) foot solid, not picket fence.

Part V, h

OUT BUILDINGS

An out building will normally be limited to a minimum of one hundred (100) square feet (ex. 10' x 10') and a maximum of two hundred twenty five (225) square feet (ex. 15' x15'). Requests for larger structures will be considered by the ARB Committee as exceptions to the rule and will only be approved upon meeting all Village Green and City of Charleston permitted site requirements. The ARB Committee will also consider the aesthetics of the out building, the difficulty in providing necessary screening, and the degree of impact a larger building would have on neighboring properties.

In addition:

1. Out buildings are limited to one per lot.

2. Out buildings are to be utilized as general work and storage spaces, and are not permitted to be used, under any circumstances, as a temporary or permanent living space.

3. Out buildings will be a maximum of eight (8) foot high at the eaves.

4. Out buildings are to be stick built on site on a one piece reinforced concrete slab and are to be securely fastened to that slab.

Last edited by Carol M Davis 04/05/2009

5. Out building will have adequate windows and doors and are to be constructed of pressure treated framing materials with an exterior grade of sheathing and roof deck.

6. The siding, roofing, and exterior trim materials and colors must match those of the home. Details of these materials are to be included with the initial Request Form.

7. A precisely scaled site plan with correct dimensions showing correct positioning of the out building is necessary to assure compliance with City of Charleston easement and setback requirements, in addition to the details of intended construction methods (as with room additions).

8. A copy of all documentation required to obtain City of Charleston building permits will be included with the ARB Request Form. The homeowner will assure the ARB Committee that any permits required by the City of Charleston have been obtained prior to the start of construction.

9. Landscaping is required. A landscaping plan must be submitted as part of the initial out building request.

Part V, i

BELOW GROUND WELL SYSTEMS

Shallow wells, pumps, and exterior watering system requests will be accepted by the ARB Committee for review and approval.

The proposed systems are to meet all City of Charleston requirements and requests to the ARB Committee will be accompanied by all required permits. The ARB Committee will require that all components of the system be installed out of neighboring property views.

Part V, j

TELEVISION SATELITTE DISHES AND RETENTION PONDS

Requests by homeowners for the installation of television satellite dishes or television antennas, and any request concerning usage of the Village Green retention ponds (or the water therein) are addressed by references C and D. ARB Committee decisions regarding these requests will be made in accordance with those references.

Part V, k

TREES

Trees that are six (6) inches or greater in diameter when measured 4 ½ feet above the normal/natural ground level in Village Green, whether on privately owned or Homeowner Association owned property are designated as controlled trees, and require ARB Committee approval before removal or deliberate damage.

Considerations by the ARB Committee will include such factors as the number of other trees and/or vegetation nearby, and the possibility of planting at least one new tree for each tree removed.

Part V, 1

WINDOW AIR CONDITIONING UNITS

Window air conditioning units may only be permitted in FROG windows, windows at the back of the home, the sides if not viewable when standing directly in front of the home at the curb, or sunrooms. Others that were in place prior to May 1, 2009 will be grandfathered, however when the home is sold the unit will no longer be permitted.

Part V, m

BASKETBALL GOALS

Basketball goals are considered "equipment". Only portable goals are allowed and must be kept on the homeowner's property, behind easements. The basketball goal is to be centered up the homeowner's driveway, on the grass. It is against the law to play in public streets, even cul de sacs. Placement of basketball goals at the curb and facing the street to allow the street to be used as a basketball "court" is illegal.

The pole must be aesthetically pleasing, with no rust. Backboards must be in good condition with no peeled or chipped paint, or cracks. The rim must be straight and painted, and the net cannot be torn or missing.

04/05/2009 - NOTE: Part VI is missing from the original document at this point, although the document shows no missing page number(s) and there is no reference to a Part VI.

Last edited by Carol M Davis 04/05/2009

Part VII

Summary

Existing projects having been earlier approved by prior Village Green Board of Directors actions, are hereby grandfathered in and protected from the authority of this document so long as the homeowners maintain those prior projects to neighborhood standards. When these projects deteriorate to an unacceptable condition, they lose this protection and if they are to be replaced in kind, the replacement will be to current ARB standards as contained in this document. This protection will pass from homeowner to homeowner.

Part VIII

This document, the Architectural Review Board Committee Guidelines, is approved by the Village Green Board of Directors. Distribution to all Village Green homeowners is hereby directed.

Name	Signature	Date

Last edited by Carol M Davis 04/03/2009

Appellant Case No. 2016-000553

Matthew L. Dawson
3290 Middleburry Lane
Charleston, SC 29414
April 2, 2012

Board Members
Village Green Homeowner's Association, Inc.
c/o Ravenel Associates – Bob Cherry
Mt. Pleasant, SC 29466

Dear Board Members:

I apologize for not being able to attend this evening's Executive Session Board Meeting. I have work constraints that prevent my presence to defend if necessary, any actions that would warrant a removal from the Board or as ARB Chair.

I am a long-time resident of Charleston and spent over 15 years here in Village Green. When joining the Board beginning 2011, I had no personal agenda other than to serve the best interests of Village Green.

March 19, 2012, Dave Malara and Virginia Adrihan were on our monthly Board Meeting agenda. During their time in speaking to the Board and others present, they accused me of abusing my position as a Board Member and ARB Chair and requested a prompt removal of my presence from the Board and the ARB Committee. They allege that as a Board Member that I harassed, discredited, and slandered them, but then provided no evidence of such behavior. They only submitted accusations with which to discredit me in front of Board Members and others present in an official Board Meeting and threaten the Board with a lawsuit if they did not cooperate with their demands. The only support submitted for consideration is the text message sent to Dave Malara on March 16, 2012, which was their exhibit 2. Dave Malara was not present outside his residence and walking on his property was not a permitted option by the Residents, so I sent a text. Many home modifications can happen quickly and get unnoticed. I noticed the installed cameras and asked Dave Malara if he had submitted an ARB form. After responding to his request to identify myself, which I responded as ARB Chair and after the texting ended, Dave Malara approached me as I was speaking to another neighbor. At that time, I explained to him that an ARB approval letter is required, but there would be no fee and unlikely to be unapproved. I explained the ARB guidelines for modifications to Resident's homes and that they are to be documented. To this day, no ARB approval letter has been submitted or one on file with Ravenel Associates.

I am asking the Board when making their decision tonight to only consider the facts and disregard all personal issues that Resident's have presented and alleged. Personal issues are outside of the Board purview. I believe my actions as the HOA Treasurer and ARB Chair have been professional and stating otherwise without supporting evidence, is considered an attempt to discredit my professional reputation in an effort to influence the Board. I would like to recommend that the letter submitted by the Resident's be removed

EXHIBIT
Number 4

from the Board Minutes and any further discussion by the Resident's be based solely on Board Member and ARB Chair actions with evidence to support their accusations.

If you have any questions, you may contact me at my office 843.695.4090 or on my cell 843.822.4338.

Thank you for your time.

Sincerely,

Matthew L. Dawson

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	CASE NO.: 2013-CP-10-457
MATTHEW L. DAWSON	
Plaintiff,	**ANSWER TO COMPLAINT (Jury Trial Requested)**
vs.	
VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.	
Defendant.	

FILED
2013 MAR 21 PM 12:14
JULIE J. ARMSTRONG
CLERK OF COURT

COMES NOW Village Green Homeowners Association, Inc., Defendant in the above-styled civil action, and presents this its Answer to the Complaint and shows the Court as follows:

FIRST DEFENSE

The Complaint fails to state a claim against Defendant upon which relief may be granted by this Court.

SECOND DEFENSE

At all times relevant to the matters complained of in the Complaint, Defendant acted within the authority and power granted to it through the governing documents of the Village Green Homeowners Association, Inc.

THIRD DEFENSE

Defendant acted reasonably and in good faith in its action with regard to the circumstances described in the Complaint and its interactions with the Plaintiff.

FOURTH DEFENSE

Plaintiff's claims are barred by Plaintiff's own negligence, unclean hands, waiver, acquiescence, and/or estoppel.

FIFTH DEFENSE

That the Complaint, to the extent it seeks punitive or exemplary damages, violates the right of the Defendant for procedural due process under the Fourteenth Amendment of the United States Constitution and the Constitution of the State of South Carolina, and therefore fails to state a cause of action upon which either exemplary or punitive damages can be awarded.

SIXTH DEFENSE

Defendant reserves any additional further defenses as may be revealed by additional information during the course of discovery and investigation, and as is consistent with South Carolina Rules of Civil Procedure and other applicable laws and regulations.

Defendant responds to the numbered allegations of the Complaint and shows the Court as follows:

1. Defendant denies each and every allegation of the Complaint not specifically responded to in this Answer.

2. Defendant admits Paragraph 1.

3. Responding to the allegations contained in Paragraph 2 of the Complaint, Defendant admits only that it is a corporation organized under the laws of the State of South Carolina and it is located in the County of Charleston and State of South Carolina. Defendant denies any remaining allegations contained in Paragraph 2 of the Complaint as stated.

4. Defendant admits Paragraph 3, 4, 5, and 6 of the Complaint.

5. Responding to the allegations contained in Paragraph 7 of the Complaint, Defendant admits only that a special meeting of the Defendant Village Green Board of Directors was held on March 26, 2012, and that the Board recessed into an executive session to discuss circumstances involving Plaintiff. Defendant denies any remaining allegations contained in Paragraph 7 of the Complaint as stated.

6. Defendant admits Paragraph 8 of the Complaint.

7. Responding to the allegations contained in Paragraph 9 of the Complaint, Defendant admits only that Ravenel Associates sent a letter, dated April 10, 2012, stating that a motion will be made to censure the Plaintiff. Defendant denies any remaining allegations contained in Paragraph 9 of the Complaint.

8. Defendant admits to allegations contained in Paragraphs 10 and 11 of the Complaint.

9. Responding to the allegations contained in Paragraph 12 of the Complaint, Defendant admits only that there was a special meeting of the Defendant Board of Directors on April 24, 2012. Defendant denies any of the remaining allegations contained in Paragraph 12 of the Complaint as stated.

10. Defendant denies allegations contained in Paragraph 13 of the Complaint.

11. Defendant admits to allegations contained in Paragraphs 14 and 15 of the Complaint.

12. Responding to the allegations contained in Paragraph 16 of the Complaint, Defendant admits only that Plaintiff addressed the Defendant Board on June 18, 2012, seeking a justification or explanation of Defendants action. Defendant specifically denies that no justification for Defendants action has been forthcoming because Defendant provided Plaintiff justification at the June 18, 2012 meeting.

13. Responding to the allegations contained in Paragraph 17 of the Complaint, Defendant admits that Plaintiff has requested Defendant take the action referenced in Paragraph 17 of the Complaint; however, Defendant denies that it is required to take such action or that it is in any way liable to Plaintiff.

14. Defendant denies allegations contained in Paragraph 18 of the Complaint.

15. Responding to Paragraph 19, Defendant restates its responses to Paragraphs 1 through 18 of the Complaint as if fully restated herein.

16. Defendant denies allegations contained in Paragraph 20 of the Complaint.

17. Responding to the allegations contained in Paragraph 21 of the Complaint, Defendant admits only that certain documents are available on the Village Green Community Website; however, Defendant denies that it published any false or defamatory statements about the Plaintiff.

18. Defendant denies allegations contained in Paragraphs 22 and 23.

19. Responding to the allegations contained in Paragraph 24 of the Complaint, Defendant restates its responses to Paragraphs 1-23 as if fully stated herein.

20. Defendant denies allegations contained in Paragraphs 25 and 26 of the Complaint.

21. Defendant denies allegations contained in Paragraph 27 of the Complaint including all subparts.

22. Defendant denies allegations contained in Paragraph 28 and 29 of the Complaint.

WHEREFORE, having fully responded to the Complaint, Defendant demands that the Plaintiff's claims against it be dismissed and that the Court award it costs and fees incurred in defending this matter. Defendant demands a Jury Trial.

Respectfully submitted,

CARLOCK, COPELAND & STAIR, LLP.
By: _____

D. GARY LOVELL, JR.
SC Bar No.: 69293
DOUGLAS W. MACKELCAN
SC Bar No.: 76332

Attorneys for Defendant, Village Green Homeowners Association, Inc.

40 Calhoun Street, Suite 400
Charleston, South Carolina 29401-3531
843-727-0307

14-2319

STATE OF SOUTH CAROLINA COUNTY OF COUNTY OF CHARLESTON MATTHEW L. DAWSON AND KATERI DAWSON, Plaintiffs, v. RAVENEL ASSOCIATES, INC. d/b/a RAVENEL ASSOCIATES, Defendant. MATTHEW L. DAWSON, Plaintiff, v. VILLAGE GREEN HOMEOWNERS ASSOCIATION, Defendant.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO 2014-CP-10-2319 **AFFIDAVIT OF MYLES I. GLICK AIA** CASE NO. 2013-CP-10-457

FILED
2015 SEP -2 PM 4:10
JULIE J. ARMSTRONG
CLERK OF COURT

Before me the undersigned Notary Public, on this day personally appeared Myles I. Glick AIA ("Affiant"), known to me to be the person whose name is subscribed below and states on oath that:

1. Affiant is over 18 years of age and mentally competent.
2. Affiant is President of Myles Glick Architect, LLC, and as such an officer is fully authorized to make this Affidavit, and has actual, personal knowledge of the matters set forth herein.

EXHIBIT
K

3. Affiant is a registered architect with the National Council of Architectural Registration Boards, and the states of South Carolina, Georgia, and Florida.

4. Affiant is a registered member of the American Institute of Architects and served as the President of the South Carolina Chapter in 1993.

5. Affiant was voted *Architect of the Year* by the Charleston Contractor's Association in 1999.

6. Affiant's professional practice history includes: Architectural Programmer for the Sea Pines Company, Hilton Head, SC from 1973-1974, Design Manager/Director of Design and Construction for Kiawah Island Company, Kiawah Island, SC from 1974-1981 and Principal of Glick/Boehm & Associates, Charleston, SC from 1981-present.

7. Affiant's professional career has encompassed substantial management experience. He has been a leader in the design and planning of housing and in the development of communities.

8. His experience also includes substantial work in housing, retail, commercial design, and forensic investigation.

9. Affiant's expertise includes homeowner's association boards and neighborhood architectural review boards as well as their operations, functions, and corresponding standards of care.

10. Affiant served on the Architectural Review Board Administration at Kiawah Island from 1973 to 1981, initially as one of two design managers and ultimately as the Director of Design and Construction for Kiawah Island. During his tenure, Affiant wrote the original ARB guidelines for Kiawah Island and served as the ARB Chairman from 1973 to 1981.

11. Affiant formed the Architectural Review Board for the Belle Terre neighborhood on James Island, wrote its ARB Guidelines, and has served as the Belle Terre ARB Chairman from approximately 2009 to present.

12. Affiant has been qualified as an expert in both Federal and State courts in construction, design, architectural administration, construction administration, and development.

13. Affiant has reviewed the documents and materials produced by the parties in the course of discovery in this matter, including certain deposition testimony; meeting minutes; covenants and restrictions; master deed; and other relevant materials.

14. Affiant's expert opinions are based upon his knowledge, training, and experience in consulting homeowner's association boards and consulting and serving on neighborhood architectural review boards.

15. Plaintiff's actions toward his neighbor, including the arbitrary and capricious enforcement of ARB guidelines, the exchange of profane emails and inappropriate texts (attached as Exhibit A); and other actions as set forth in Exhibit B, were inconsistent with treatment of other residents and proper protocol from the ARB Chairman.

16. Plaintiff concedes that he sent text messages to his neighbor at 3286 Middlebury Lane, alleging violations of ARB guidelines although he had never communicated alleged ARB violations via text to any other homeowner.

17. Plaintiff concedes it is completely unfair for a board member to issue a decision when he has a conflict of interest.

18. Plaintiff misused and abused his position as Village Green Architectural Review Board Chairman to further a personal feud with his neighbor.

19. Defendant Village Green Homeowner's Association conducted a proper investigation into the allegations of abuse of this position by Plaintiff.

20. Defendant Village Green Homeowner's Association had an obligation to investigate a homeowners complaint and reasonably acted within its scope of authority in handling the allegations of abuse and/or misuse of power by Plaintiff.

21. Defendant Village Green Homeowner's Association had a proper basis for its investigation and findings as to the allegations of abuse of power by Plaintiff, as evidenced at least in part by the materials attached as Exhibits A and B.

22. Defendant Village Green Homeowner's Association followed proper procedure in handling the allegations of abuse of power by Plaintiff in compliance with its controlling documents and the industry standards.

23. Defendant Village Green Homeowner's Association acted in a reasonable and prudent manner and did not violate any standards of care in its investigation and handling of the allegations of abuse and/or misuse of power by Plaintiff as the ARB Chairman.

24. Defendant Village Green Homeowner's Association acted in a reasonable and prudent manner and did not violate any applicable standard of care or governing document in its issuance of a censure, later reduced to a "Memo of Counseling" to Plaintiff as a result of his unprofessional and inappropriate actions towards his neighbor at 3286 Middlebury Lane as evidenced by the attached Exhibit A, Exhibit B and the relevant testimony of Matt Dawson in this matter.

25. Based upon my investigation and my education, experience and training, it is my opinion to a reasonable degree of certainty that the Village Green Homeowners Association, Inc. acted appropriately and in compliance with the relevant standard of care for a homeowner's association in the investigation and reprimand of the ARB Chairman Matthew L. Dawson for his misuse and/or abuse of the position in regard to homeowners of 3286 Middlebury Lane.

FURTHER AFFIANT SAYETH NAUGHT

By: _____
Myles I. Glick, AIA
Myles Glick Architect, LLC
66 Rebellion Road
Charleston, SC 29407

Today's Date: 9/1/15

SWORN before me this 1st
day of September, 2015
Kathryn H. Munn (SEAL)
Notary Public for South Carolina
My Commission Expires 2/14/22

From: Matt Dawson <mdawsoncpa@yahoo.com>
Subject: Re:
Date: December 8, 2011 5:19:28 PM EST
To: dave matars <davematara@comcast.net>
Reply To: Matt Dawson <mdawsoncpa@yahoo.com>

You mother fucker DAVE. I work during the day unlike you, so sorry if I didn't call you. After reading your ridiculus letter, I don't even want to talk to you. By the way, you feed Whiskers. You even bought food and a damn bed. How dare you say we go over there and feed him snacks. I don't doubt it happened a time or two, but the snacks given were the snacks/food you bought. I can't fucking believe what I just read. You are a damn assbole and I can't even think straight to write this email. You are certainly right we are not friends. You want to go that route, then go with it. You can take your codes and shove them up your ass. I'll be sure to share that letter with everyone as it is so ass backwards.

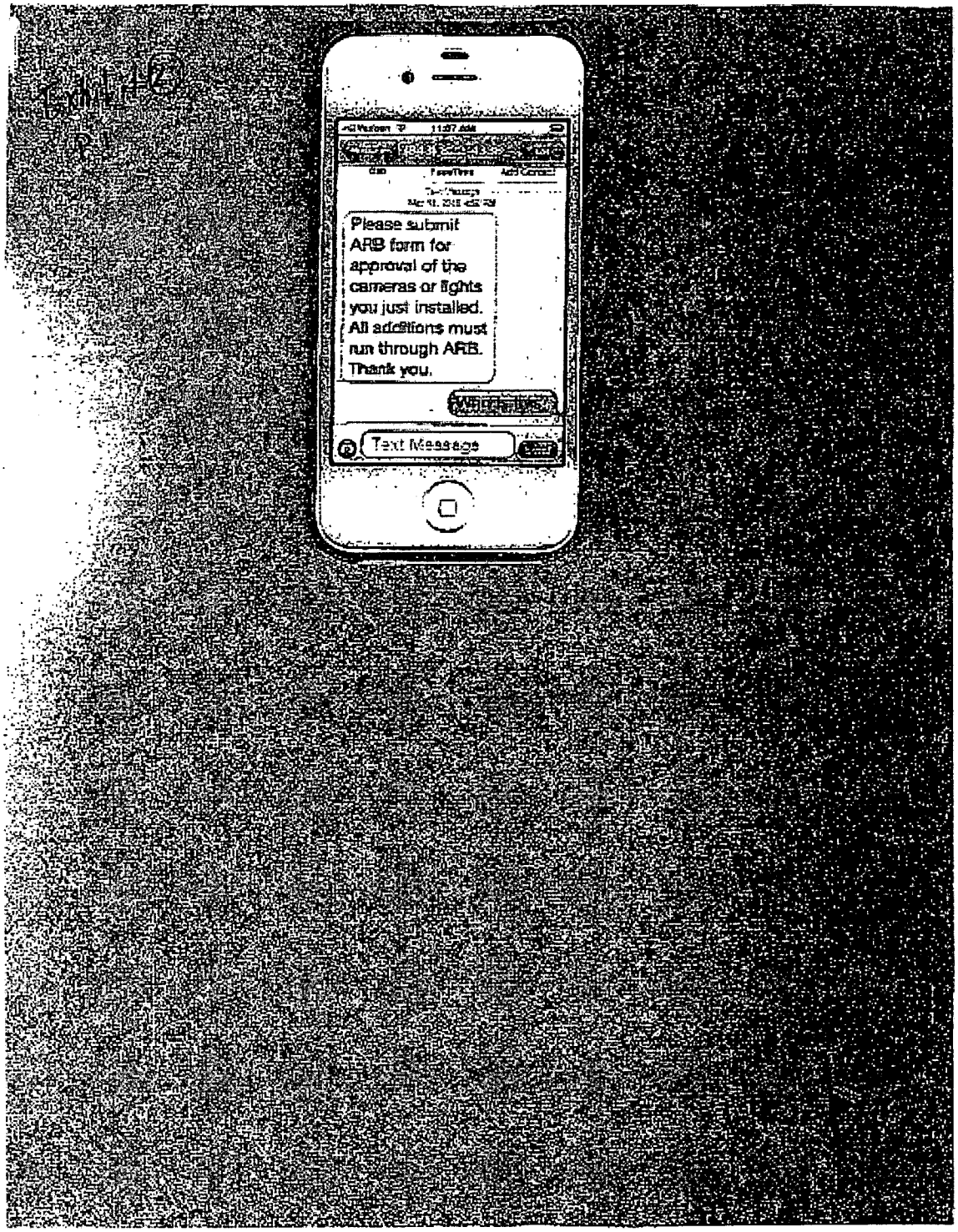
Yes, your fence was approved by the ARB, but does not meet the ARB guidelines. It was to go up to the corner of the house which it doesn't. Your fence does not go all the way around your property, so your trailer and other trash you have been accumulating can be seen from other surrounding properties and from the pond easement. Your shed violates ARB guidelines by not being made of wood and on a slab, so get rid of it NOW.

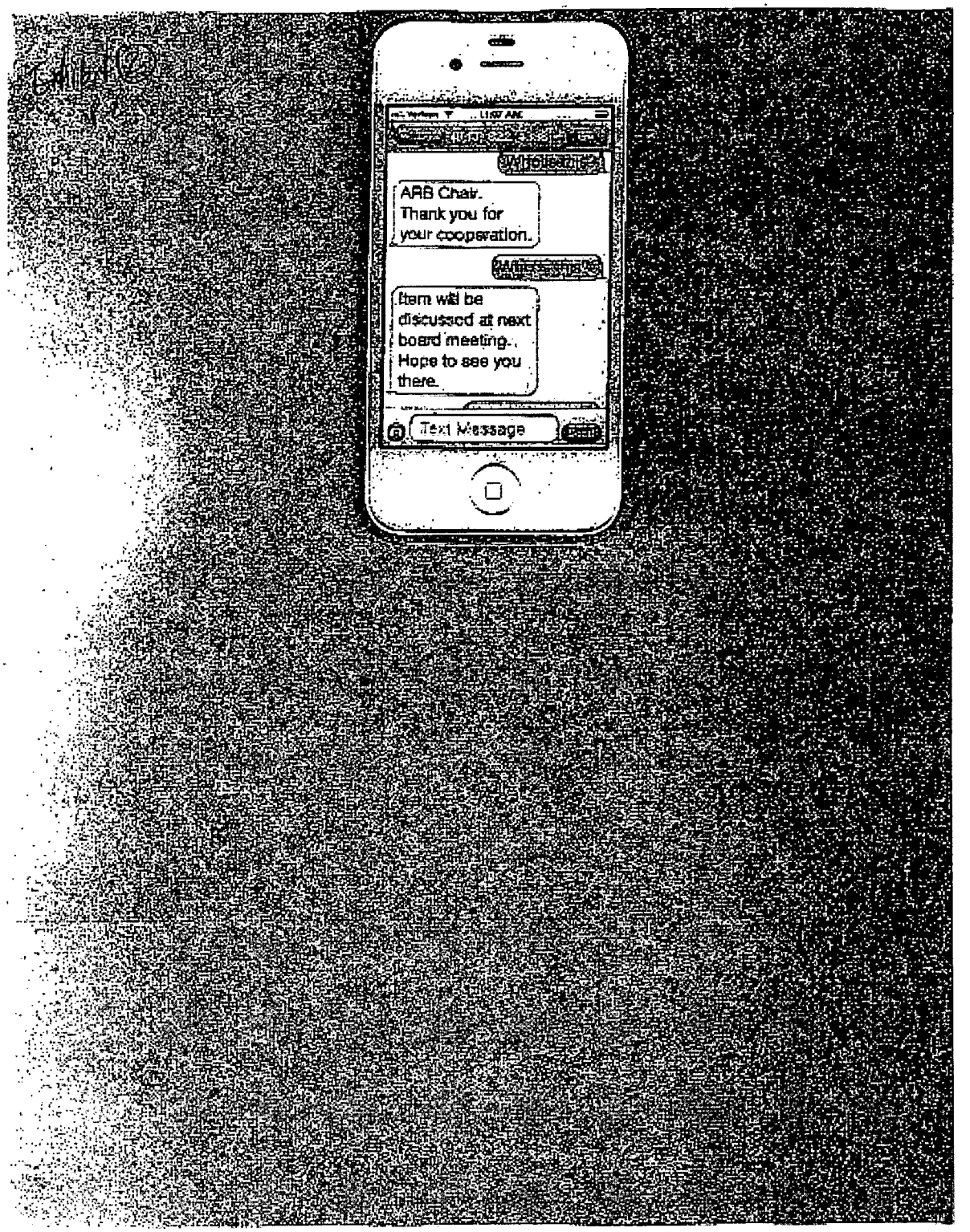
Also, don't be throwing any gambling parties and providing alcohol to minors. A good cop wouldn't do that, but then again you won't be a cop in any town around here, trust me on that.

One more time. FUCK YOU!!!!!!

From: dave matars <[redacted]>
To: Matthew Dawson <[redacted]>
Sent: Thursday, December 8, 2011 11:37 AM
Subject:

EXHIBIT A


Please submit ARB form for approval of the cameras or lights you just installed. All additions must run through ARB. Thank you.
Text Message


ARB Chair.
Thank you for
your cooperation.
Item will be
discussed at next
board meeting..
Hope to see you
there.
Text Message

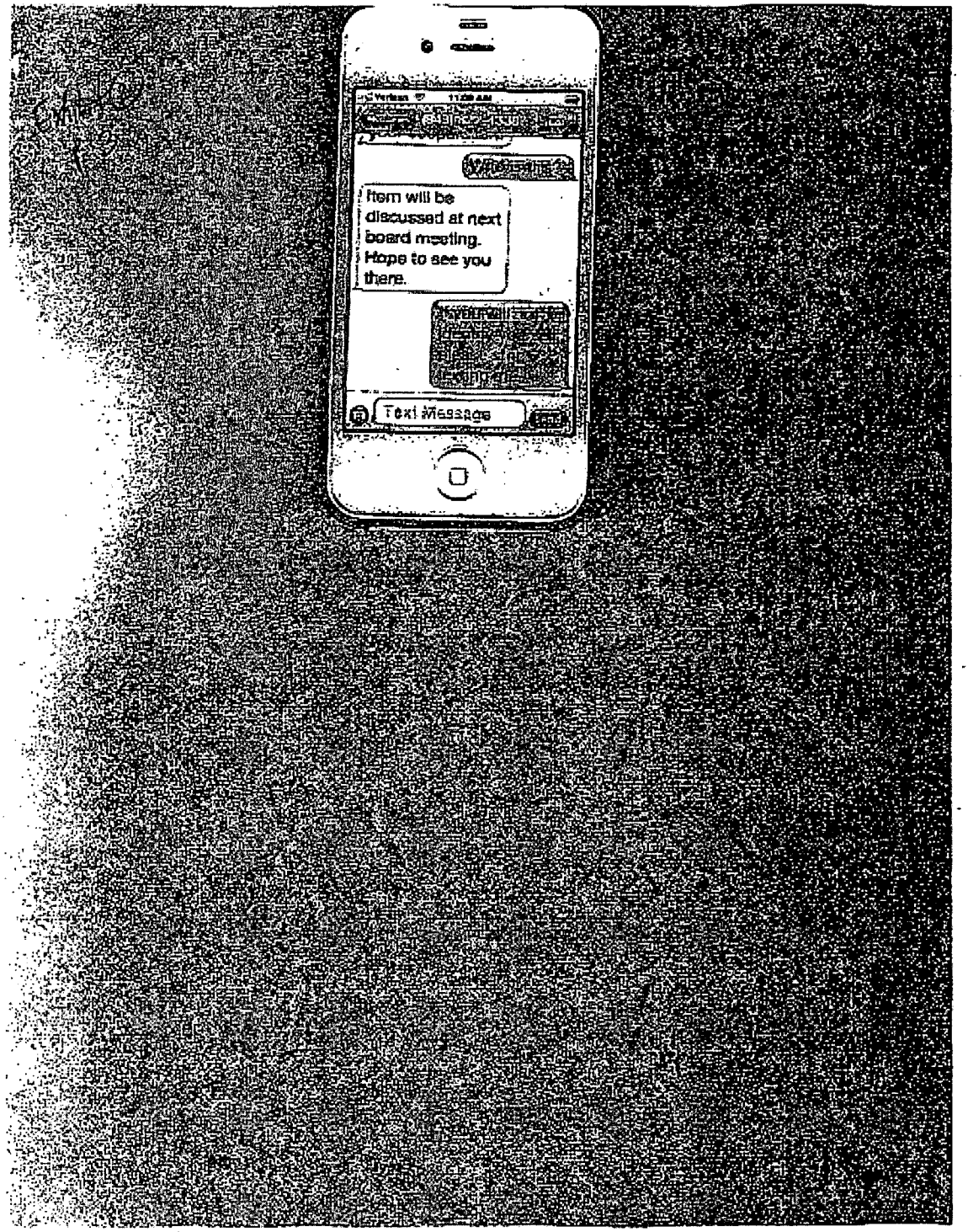
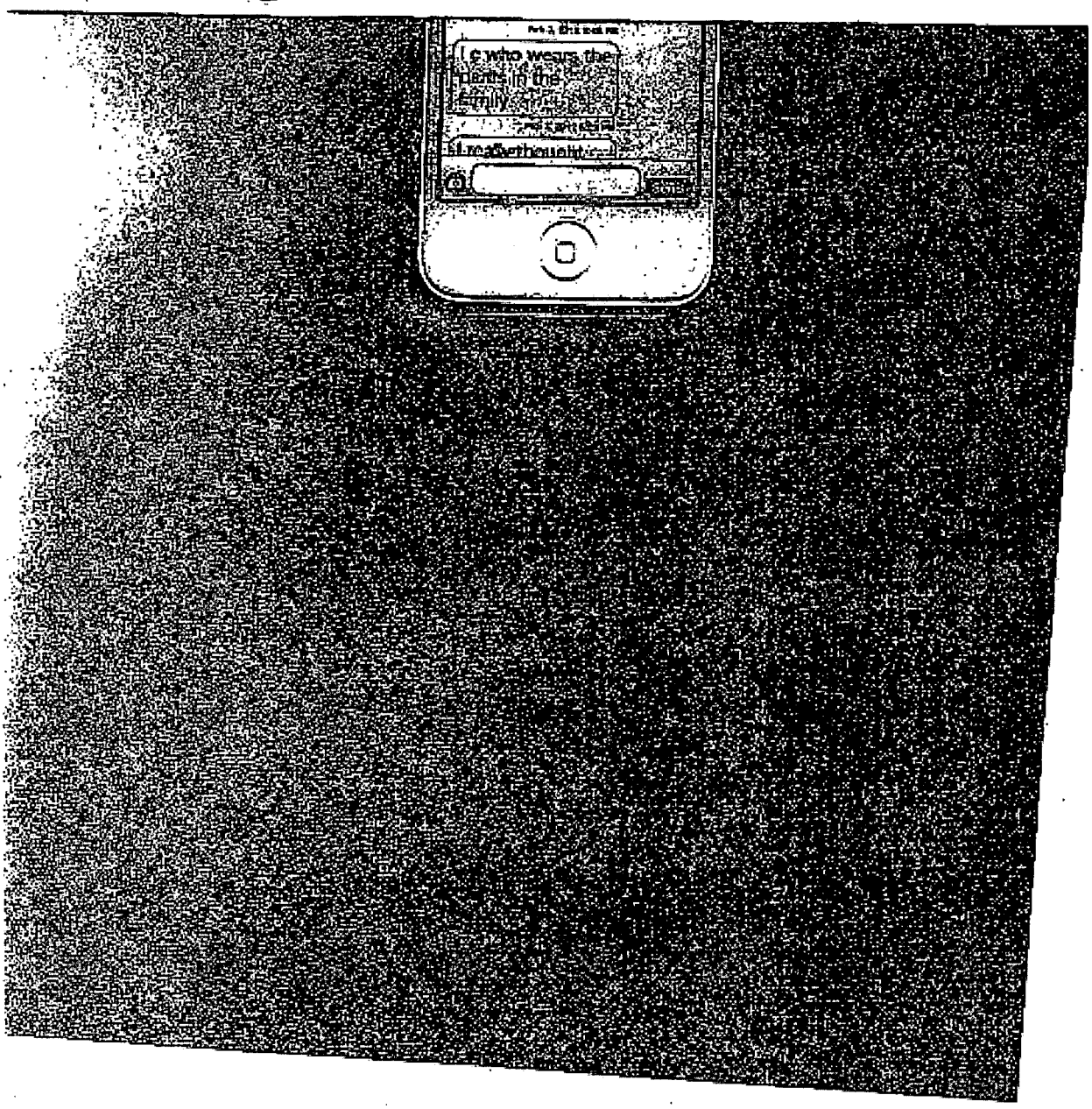

Item will be discussed at next board meeting. Hope to see you there.
Text Message

Exhibit 1



March 19, 2012

To: Board Members of Village Green Homeowners Association
Re: Request to Remove Board Member Matthew Dawson from VGHOA BOD and ARB Committee/Board and Alleged Violations

Homeowners at 3286 Middleburry Lane allege that Mr. Dawson is misusing his board position(s) to carry out a personal attack on them.

Incidents- November 2011 – March 10, 2012:

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2) After the fence was built, there was an incident in November in which Mrs. Dawson stepped onto the homeowners' property while they were out of the country and manipulated their patio door, put chairs in front of their patio door, and also left a note on their property. The Dawsons were verbally put on trespass notice and disregarded the "No Trespassing" signs which were on the fence at the time the incident occurred.
3) Since that incident, Mr. Dawson has sent numerous texts and email communications, some with abusive language ("You Mother Fucker Dave" "Fuck You") that have been harassing to the homeowners.
4) Mr. Dawson and his wife have also discussed the homeowners at 3286 Middleburry Lane in a negative light to surrounding neighbors.
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6) On February 3, after being warned previously in December, Mr. Dawson appeared at the homeowners' front door and demanded to know why the homeowners weren't answering his texts. He was told by Ms. Adrihan to leave them alone and stay off their property. Immediately after that conversation, Mr. Dawson sent another text to Mr. Malara. See Exhibit 1.
7) On Saturday March 10, Mr. Dawson walked onto the pond easement in the back of the property at 3286 Middleburry Lane and began taking photos. Mr. Malara and Ms. Adrihan were out on their patio observing him taking photos.

The following incidents occurred on March 16, 2012:

8) On Friday March 16, 2012, Mr. Malara received an anonymous text message requesting that a security system consisting of four – 4" security cameras placed around the property at 3286 Middleburry Lane be submitted to the ARB for approval. When Mr. Malara demanded to know who was texting, he received an answer of "the ARB Chair" with a message "Item will be discussed at next board meeting. Hope to see you there". See Exhibit 2. Mr. Malara deduced that it was Mr. Dawson who sent the text. This message was viewed as threatening by the homeowners and the homeowners allege it follows the same pattern of unwanted contact that has been displayed by the Dawsons since November.
9) Mr. Dawson was outside and Mr. Malara confronted him about contacting him, and an argument ensued. Ms. Adrihan arrived shortly after the argument commenced and asked Mr. Dawson to leave them alone. Mr. Dawson called Mr. Malara a "mother fucker".
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EXHIBIT B

12) Mr. Dawson then spoke about the fence. Mr. Dawson said that while the fence may have been ARB approved, it was not within the guidelines, as "a plot was not submitted". The homeowners can prove a plot was submitted to the ARB.
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15) Immediately after the altercation, Mr. Dawson went across the street to another neighbor to discuss what had just occurred, pointing at the property at 3286 Middleburry Lane.

Conclusion:
Homeowner disputes and alleged violations should be kept confidential. The homeowners allege that the communication received about the security system on March 16 was not an appropriate means of communication. Any alleged violations must first go through Ravenel, (i.e. the management company), and then the VGHOA Board.

Mr. Dawson himself has a complaint against Ravenel and Mr. Bob Cherry as to confidentiality of homeowner disputes, violations and complaints. The homeowners allege Mr. Dawson has used his position as a board member to harass, discredit and slander a neighbor. The homeowners also allege a conflict of interest for a VGHOA Board Member to serve on any other board. Mr. Dawson is on the VGHOA Board and is also the ARB Chair.

These are a just a few of the instances that have occurred by a Board Member since the homeowners have installed their fence. The homeowners are still trying to ascertain why one Board Member has singled them out, when items on their property are either within the guidelines of the HOA, or approved by the ARB.

The homeowners are requesting a motion be made to remove Matt Dawson from the VGHOA Board and ARB Committee/Board effective immediately. If Mr. Dawson is not removed, the homeowners are requesting that a special meeting of the association be held so that they can present their case to the homeowners of Village Green. Homeowners have retained counsel and will be taking legal action against the HOA.

Respectfully submitted,

Dave Malara
Virginia Adrihan
3286 Middleburry Lane

cc: Ravenel Associates

50 Immigration Street
Suite 200
Charleston, SC 29403
(843) 410-4713 phone
(800) 767-4976 facsimile
www.lmlawllp.com

LM Luzuriaga Mims, LLP
ATTORNEYS AT LAW

Kevin W. Mims
(843) 410-4717
kmims@lmlawllp.com

September 1, 2015

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: ***Matthew L. Dawson v. Village Green Homeowners Association, Inc.***
Case Number: ***2013-CP-10-457 and 2014-CP-10-2319***
Claim Number: ***72-1059-2013***
LM File Number: ***114-20133064***

Dear Julie:

Please find enclosed the original and two (2) copies of the Affidavit of Myles Glick AIA, which is being filed in support of Defendant Village Green Homeowners Association, Inc.'s Motion for Summary Judgment, which was filed on March 23, 2015, and is scheduled for hearing before Judge Dennis on Tuesday, September 29, 2015 at 9:20 a.m.

Kindly file the Affidavit and return the two file stamped copies to me in the enclosed envelope. By copy of this letter to all counsel of record, I am serving them with a copy of the Affidavit.

With kindest regards, I am

Sincerely,

LUZURIAGA MIMS, LLP

Kevin W. Mims

KWM/kpm
Enclosures
cc: J. Joseph Condon, Jr., Esquire (w/enclosure via email only)
Philip S. Ferderigos, Esquire (w/enclosure via email only)
Douglas W. Mackelcan, Esquire (w/enclosure via email only)

LAW OFFICES

CARLOCK, COPELAND & STAIR, LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

DOUGLAS W. MACKELCAN

DIRECT DIAL NUMBER
(843)-266-8228

E-MAIL ADDRESS
dmackelcan@carlockcopeland.com

40 Calhoun Street, Suite 400
CHARLESTON, SC 29401
TELEPHONE (843) 727-0307
FAX (843) 727-2995

www.carlockcopeland.com

ATLANTA OFFICE
191 Peachtree Street, N.E.
Suite 3600
Atlanta, Georgia 30303
(404) 522-8220

REPLY TO SC OFFICE

September 23, 2015

Julie J. Armstrong, Clerk
Circuit Court of Charleston County
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Dawson v. Ravenel Associates, Inc. d/b/a Ravenel Associates, and Village Green Homeowners Association, Inc.
C/A No.: 2014-CP-2319
CCS File No.: 2254-47228

Dear Julie:

Enclosed for filing, please find an original Defendant Village Green Homeowners Association, Inc.'s Memorandum in Support of its Motion for Summary Judgment in this case. By copy of this letter, I am serving the same upon all counsel of record, and providing a courtesy copy to Judge Dennis via email. Should you have any questions or concerns, please do not hesitate to call me.

Sincerely,

DOUGLAS W. MACKELCAN

DWM:tjr
Enclosures
cc: J. Joseph Condon, Jr., Esq. (via email only)
Phillip Federigoes, Esq. (via email only)
Kevin W. Mims, Esq. (via email only)
The Hon. R. Markley Dennis, Jr. (via email)

14-2319

STATE OF SOUTH CAROLINA COUNTY OF COUNTY OF CHARLESTON MATTHEW L. DAWSON AND KATERI DAWSON, Plaintiffs, v. RAVENEL ASSOCIATES, INC. d/b/a RAVENEL ASSOCIATES, Defendant. MATTHEW L. DAWSON, Plaintiff, v. VILLAGE GREEN HOMEOWNERS ASSOCIATION, Defendant.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO. 2014-CP-10-2319 **AFFIDAVIT OF MYLES I. GLICK AIA** CASE NO. 2013-CP-10-457

FILED
2015 SEP -2 PM 4:10
JULIE J. ARMSTRONG
CLERK OF COURT

Before me the undersigned Notary Public, on this day personally appeared Myles I. Glick AIA ("Affiant"), known to me to be the person whose name is subscribed below and states on oath that:

1. Affiant is over 18 years of age and mentally competent.
2. Affiant is President of Myles Glick Architect, LLC, and as such an officer is fully authorized to make this Affidavit, and has actual, personal knowledge of the matters set forth herein.

3. Affiant is a registered architect with the National Council of Architectural Registration Boards, and the states of South Carolina, Georgia, and Florida.

4. Affiant is a registered member of the American Institute of Architects and served as the President of the South Carolina Chapter in 1993.

5. Affiant was voted *Architect of the Year* by the Charleston Contractor's Association in 1999.

6. Affiant's professional practice history includes: Architectural Programmer for the Sea Pines Company, Hilton Head, SC from 1973-1974, Design Manager/Director of Design and Construction for Kiawah Island Company, Kiawah Island, SC from 1974-1981 and Principal of Glick/Boehm & Associates, Charleston, SC from 1981-present.

7. Affiant's professional career has encompassed substantial management experience. He has been a leader in the design and planning of housing and in the development of communities.

8. His experience also includes substantial work in housing, retail, commercial design, and forensic investigation.

9. Affiant's expertise includes homeowner's association boards and neighborhood architectural review boards as well as their operations, functions, and corresponding standards of care.

10. Affiant served on the Architectural Review Board Administration at Kiawah Island from 1973 to 1981, initially as one of two design managers and ultimately as the Director of Design and Construction for Kiawah Island. During his tenure, Affiant wrote the original ARB guidelines for Kiawah Island and served as the ARB Chairman from 1973 to 1981.

11. Affiant formed the Architectural Review Board for the Belle Terre neighborhood on James Island, wrote its ARB Guidelines, and has served as the Belle Terre ARB Chairman from approximately 2009 to present.

12. Affiant has been qualified as an expert in both Federal and State courts in construction, design, architectural administration, construction administration, and development.

13. Affiant has reviewed the documents and materials produced by the parties in the course of discovery in this matter, including certain deposition testimony; meeting minutes; covenants and restrictions; master deed; and other relevant materials.

14. Affiant's expert opinions are based upon his knowledge, training, and experience in consulting homeowner's association boards and consulting and serving on neighborhood architectural review boards.

15. Plaintiff's actions toward his neighbor, including the arbitrary and capricious enforcement of ARB guidelines, the exchange of profane emails and inappropriate texts (attached as Exhibit A); and other actions as set forth in Exhibit B, were inconsistent with treatment of other residents and proper protocol from the ARB Chairman.

16. Plaintiff concedes that he sent text messages to his neighbor at 3286 Middlebury Lane, alleging violations of ARB guidelines although he had never communicated alleged ARB violations via text to any other homeowner.

17. Plaintiff concedes it is completely unfair for a board member to issue a decision when he has a conflict of interest.

18. Plaintiff misused and abused his position as Village Green Architectural Review Board Chairman to further a personal feud with his neighbor.

19. Defendant Village Green Homeowner's Association conducted a proper investigation into the allegations of abuse of this position by Plaintiff.

20. Defendant Village Green Homeowner's Association had an obligation to investigate a homeowners complaint and reasonably acted within its scope of authority in handling the allegations of abuse and/or misuse of power by Plaintiff.

21. Defendant Village Green Homeowner's Association had a proper basis for its investigation and findings as to the allegations of abuse of power by Plaintiff, as evidenced at least in part by the materials attached as Exhibits A and B.

22. Defendant Village Green Homeowner's Association followed proper procedure in handling the allegations of abuse of power by Plaintiff in compliance with its controlling documents and the industry standards.

23. Defendant Village Green Homeowner's Association acted in a reasonable and prudent manner and did not violate any standards of care in its investigation and handling of the allegations of abuse and/or misuse of power by Plaintiff as the ARB Chairman.

24. Defendant Village Green Homeowner's Association acted in a reasonable and prudent manner and did not violate any applicable standard of care or governing document in its issuance of a censure, later reduced to a "Memo of Counseling" to Plaintiff as a result of his unprofessional and inappropriate actions towards his neighbor at 3286 Middlebury Lane as evidenced by the attached Exhibit A, Exhibit B and the relevant testimony of Matt Dawson in this matter.

25. Based upon my investigation and my education, experience and training, it is my opinion to a reasonable degree of certainty that the Village Green Homeowners Association, Inc. acted appropriately and in compliance with the relevant standard of care for a homeowner's association in the investigation and reprimand of the ARB Chairman Matthew L. Dawson for his misuse and/or abuse of the position in regard to homeowners of 3286 Middlebury Lane.

FURTHER AFFIANT SAYETH NAUGHT

By: _____
Myles I. Glick AIA
Myles Glick Architect, LLC
66 Rebellion Road
Charleston, SC 29407

Today's Date: 9/1/15

SWORN before me this 1st
day of September, 2015
Kathryn H. Myers (SEAL)
Notary Public for South Carolina
My Commission Expires 2/14/22

7.

From: Matt Dawson <mdawsonope@yahoo.com>
Subject: Re:
Date: December 8, 2011 5:19:28 PM EST
To: dave englard <davemdara@comcast.net>
Reply To: Matt Dawson <mdawsonope@yahoo.com>

You motherfucker DAVE. I work during the day unlike you, so sorry if I didn't call you. After reading your ridiculus letter, I don't even want to talk to you. By the way, you feed Whiskers. You even bought food and a damn bed. How dare you say we go over there and feed him snacks. I don't doubt it happened a time or two, but the snacks given were the snacks/food you bought. I can't fucking believe what I just read. You are a damn asshole and I can't even think straight to write this email. You are certainly right we are not friends. You want to go that route, then go with it. You can take your codes and shove them up your ass. I'll be sure to share that letter with everyone as it is so ass backwards.

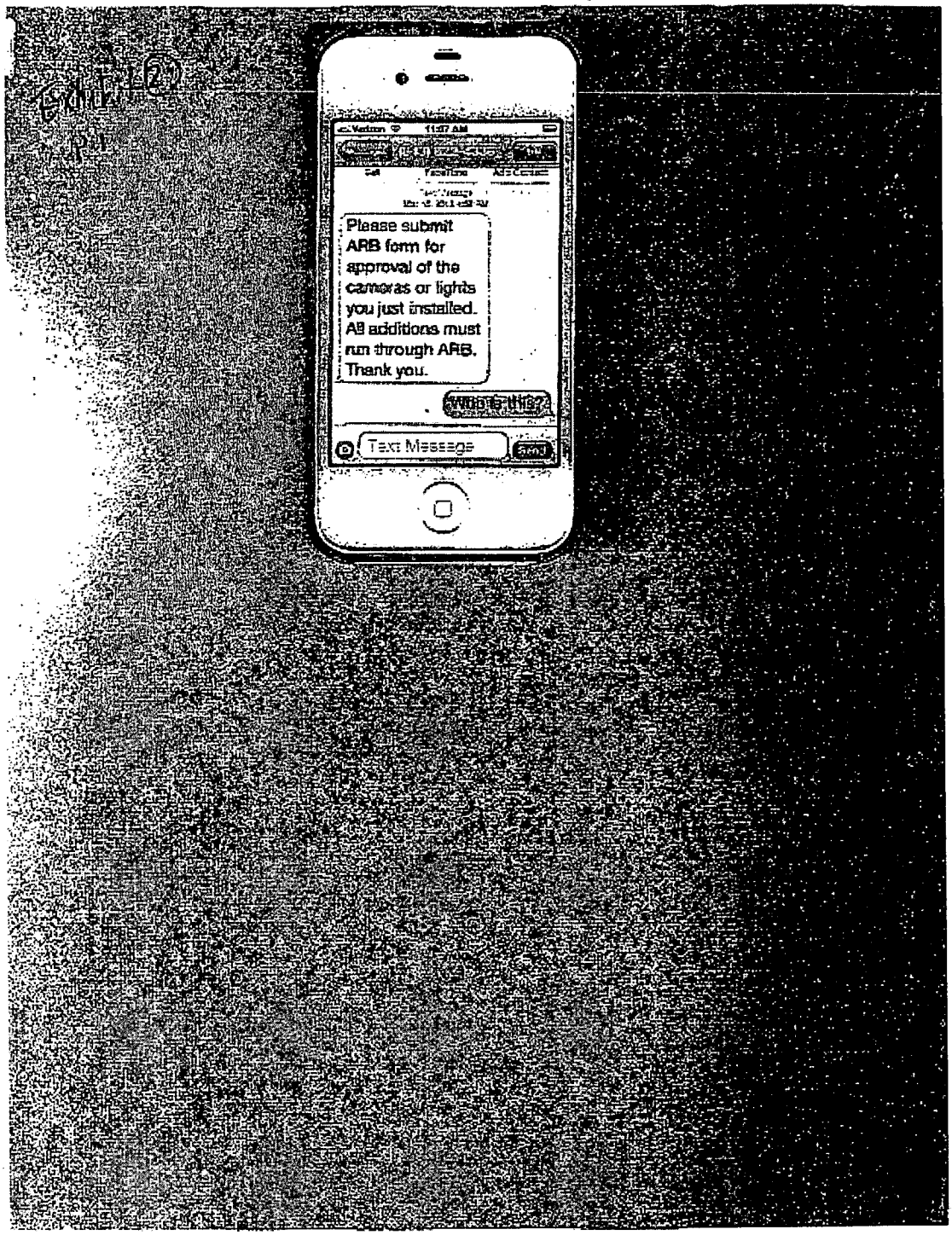
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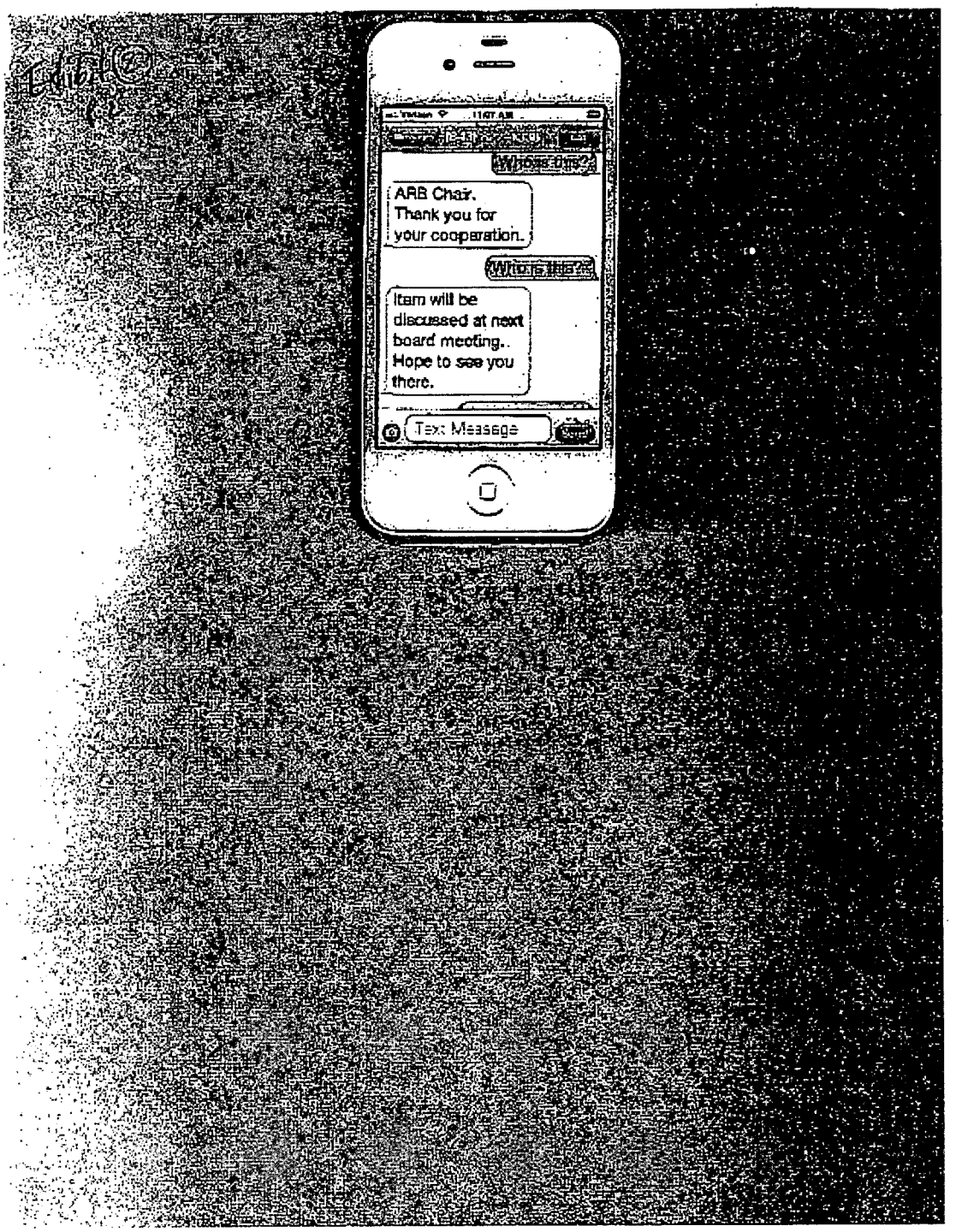
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Sent: Thursday, December 8, 2011 11:57 AM
Subject:

EXHIBIT A


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Thank you for
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Item will be
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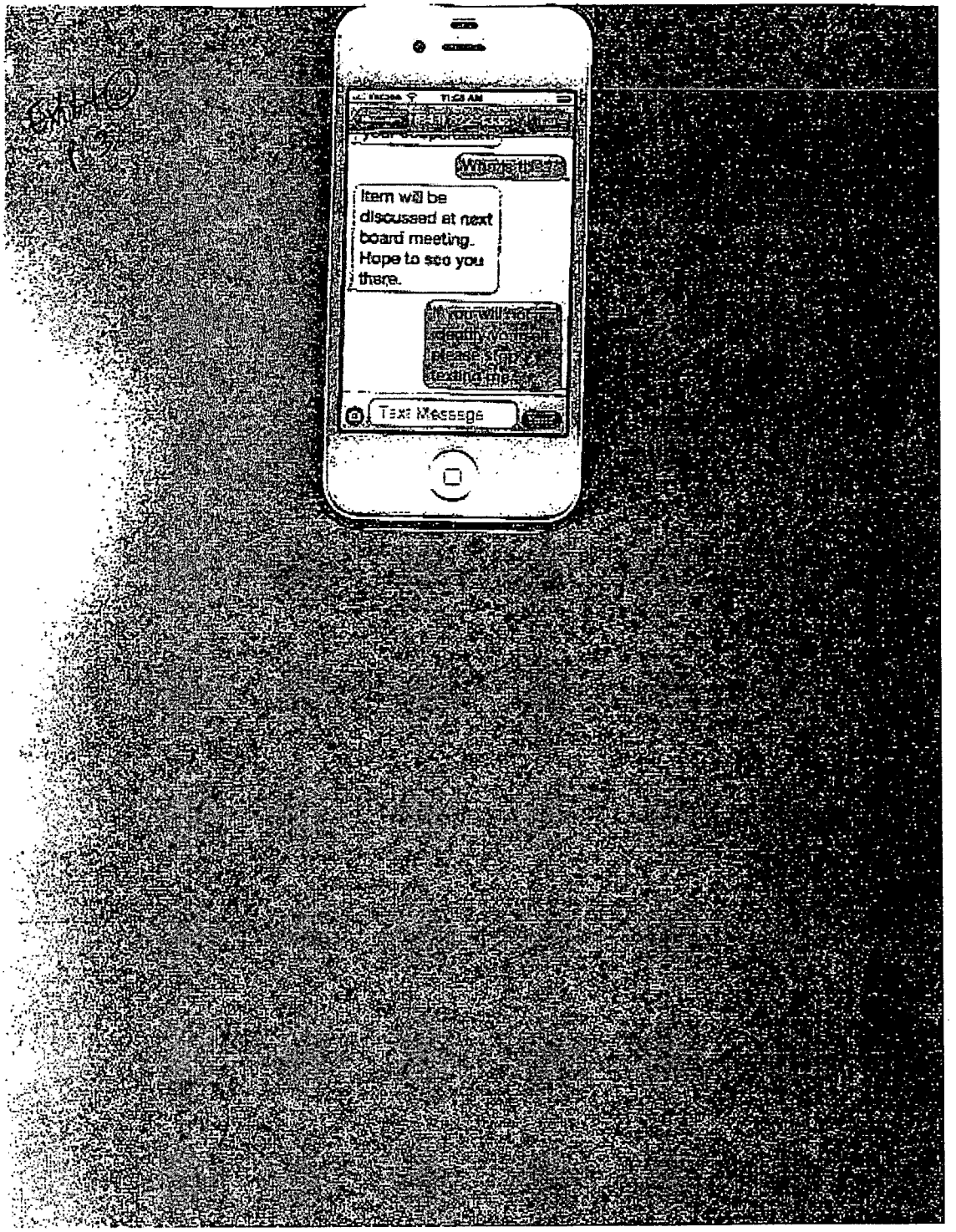

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EXHIBIT B

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Respectfully submitted,

Dave Malara
Virginia Adrihan
3286 Middleburry Lane

cc: Ravenel Associates

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Suite 200
Charleston, SC 29403
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LM Luzuriaga Mims, LLP
ATTORNEYS AT LAW

Kevin W. Mims
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kmims@lmlawllp.com

September 1, 2015

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: ***Matthew L. Dawson v. Village Green Homeowners Association, Inc.***
Case Number: ***2013-CP-10-457 and 2014-CP-10-2319***
Claim Number: ***72-1059-2013***
LM File Number: ***114-20133064***

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With kindest regards, I am

Sincerely,

LUZURIAGA MIMS, LLP

Kevin W. Mims

KWM/kpm
Enclosures
cc: J. Joseph Condon, Jr., Esquire (w/enclosure via email only)
Philip S. Ferderigos, Esquire (w/enclosure via email only)
Douglas W. Mackelcan, Esquire (w/enclosure via email only)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF DAVID A. MALARA

Matthew L. Dawson,
Plaintiff,

vs. Case No.: 2013-CP-10-0457

Village Green Homeowners Association, Inc.,
Defendant.

Matthew L. Dawson and Karen Dawson,
Plaintiffs,

vs. Case No.: 2013-CP-10-2319

Ravenel Associates, Inc. d/b/a Ravenel Associates,
Defendant.

DEPONENT: DAVID A. MALARA

DATE: February 27, 2015

TIME: 10:08 a.m.

LOCATION: Clark & Associates, Inc.

REPORTED BY: ROLAYNE M. VOLPE, CCR, RPR
CLARK & ASSOCIATES, INC.
P.O. Box 71139
Charleston, SC 29415
(843) 762-6294
www.clark-associates.com
Rolayne@clark-associates.com

APPEARANCES

For the Plaintiffs:

J. JOSEPH CONDON, JR.
Law Office of J. Joseph Condon, Jr.
1842-C Leeds Avenue
N. Charleston, South Carolina 29405
(843) 554-1000
condonlaw@msn.com

For the Defendant, Village Green Homeowners Association:

DOUGLAS W. MacKELCAN, III
Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401
(843) 727-0307
dmackelcan@carlockcopeland.com

RANDELL C. STONEY, III
Lueders-Joye Mims, LLP
50 Hasell Street, Suite 200
Charleston, South Carolina 29403
(843) 414-7417
rstoney@lmlawllp.com

For the Defendant, Ravenel Associates, Inc.:

PHILLIP S. FERDERIGOS
Barnwell Whaley Patterson & Helms, LLC
288 Meeting Street, Suite 200
Charleston, South Carolina 29401
(843) 577-7700
pferderigos@barnwell-whaley.com

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CERTIFIED QUESTIONS

Page 10, Line 13:
Q And your social security number?

Page 100, Line 11:
Q But there is an alert on your cameras when something happens, I guess?

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(Plaintiff's Exhibit No. 1, Copy of Subpoena, is marked for identification.)

DAVID A. MALARA,

having been first duly sworn or affirmed by the Court Reporter to tell the truth, the whole truth, and nothing but the truth, was examined and testified upon his oath as follows:

EXAMINATION

BY MR. CONDON:

Q Mr. Malara, we're here to take your deposition. You were served with a subpoena. Let me show you what's been marked as Plaintiff's Exhibit Number 1.

A Yes, I do recall that.

Q Okay.

A Twice, actually, I think y'all served me.

MR. CONDON: Okay. Officer, could you just state your name for the record.

POLICE OFFICER: Officer Joshua Ranck, with North Charleston Police Department.

MR. CONDON: Appreciate you being here.

POLICE OFFICER: Sure.

Q Mr. Malara, what I'm going to do is ask you a series of questions; okay?

A Yes, sir.

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Q Yeah, if you don't understand the question that I ask, ask me to repeat it or rephrase, because if you answer it, I assume you understood it; okay? There's certain rules in a deposition, okay?

A Yes.

Q Okay. So you have to answer orally to the questions. Can't nod your head, can't say uh-huh and huh-uh. Give me a yes-or-no answer and then explain it; okay?

A I got that, yes.

Q Okay. Now, you were asked to bring to the deposition any and all records you have dealing with the --

A Correct.

Q -- Village Green Homeowners Association, the Dawsons.

A Correct.

Q Did you bring anything with you?

A I have nothing to bring you.

Q Nothing?

A I have nothing.

Q Absolutely nothing?

A That's correct.

Q There's no records?

A No. I have nothing to bring you.

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Q No video?
A I have nothing to bring you.
Q Okay. I know there are -- any correspondence with anybody? E-mails? Anything like that?
A I have nothing to bring you.
Q I mean, do you have them? You say you have nothing --
A No, I have nothing to bring you. I don't have anything. It's been three years ago. I don't have anything.
Q You don't have anything?
A That's correct.
Q You don't have any records in dealing with --
A You keep asking the same question. I'm going to give you the same answer. I have nothing to bring you.
Q So there's no correspondence with the Village Green --
A I have nothing to bring you.
Q Do you keep any records?
A No.
Q Okay. Do you keep any records of anything that you videotaped?
A No.
Q Do you store any records on any computer or

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anything like that?
A No.
Q What I'm going to do is just ask you some background questions.
A Sure.
Q State your full name for the record.
A Sure. David A. Malara, Jr.
Q And where do you live?
A 3286 Middlebury Lane, Charleston, South Carolina 29414.
Q Okay. Now, what's your date of birth?
A 3-9-66.
Q And your social security number?
A I'm not going to give that out. I'll give you the last four if you need it or something. I don't want him to have it.
Q It's only going to be in the record, your last four.
A Yeah. I really can't give that out. I've already been hacked twice.
Q I would ask you to give it, because then -- Have you ever been arrested?
A No.
Q Do you have a criminal record?
A No, I do not.

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Q But I do need your social security number.
A We can come back to that later.
Q No. We're going to start with it right now.
A No, I can't give that to you. I don't want other people to have it right now. I can't do that.
Q You've just got to give it to me.
A I can't do that.
Q It's a legitimate question.
A It is a legitimate question, but there's people in this room I do not want to have my social security number. If they'd like to step out for a moment, I'll give it to you.
Q The last four digits will be in the record. That's all I want.
A Oh, I'll give you the last four.
Q Well, I just need the full one so I can check certain things.
A If they would like to step out of the room, I'll be more than happy to --
Q We're not going to go --
A Would you step outside with me, then, and I'll give it to you?
Q No. We can do it on the record, right here, in front of --
A How about if I write it on a piece of paper

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and give it to you?
Q You can write it down, and we'll still put it on the record. I'm going to read it --
A Can I ask them their social security number?
Q Well, it's not their deposition. You were asked --
A You're correct. It's my deposition, and I'm feeling very uncomfortable giving out my personal information.
Q Well, it's part of the background --
A I understand that. But I've already been hacked twice. I'm not going to be hacked anymore in my life. I do not feel comfortable.
Q Well, we've just got to start with that.
A We're going to be here a long day, then, sir. I can't give that to you.
Q Let's go ahead and just certify the question.
A Okay.
Q So the question is, is that you will not give the social security number out?
A With the Dawsons in this room present, that is correct. Other than that, I will give it to you, yes.
Q You're not in control of this deposition. We're just going to do this in the right way like I do everybody else.

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A Correct.
Q You're not anybody special.
A Nope.
Q You're just the same ol' person that is being deposed by an attorney. That's all we're doing here today.
A I understand that.
Q You understand that, Mr. Malara?
A Oh, yes, I understand that.
THE COURT REPORTER: Y'all have to speak one at a time.
Q All I'm asking, what is your social security number?
A And I think we've covered that answer.
Q So you're not going to give it?
A Not with them in the room. I do not feel comfortable. There's an officer here for a reason, because I do not feel comfortable. I do not feel comfortable giving my social security number out to the public.
Q Well, it's not going to be out in the public. It's just --
A It is in the public. She's -- it's being typed. It's being recorded. They'll know my social security number. That's not in my best interest.

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Q We'll we're not about, you know, to determine what's in your best interest.
A Well, I disagree. I disagree with that. Sorry about that, but that's how I feel.
Q What's your driver's license number?
A I don't have that with me.
Q Do you have a driver's license on you?
A Yes, it's in my vehicle.
Q Okay. Can you go get your driver's license?
A Yes, I can.
Q Okay. Go get it, please.
A Okay. Why do you need that information?
Q Because I need that information.
A Okay.
Q Okay?
THE DEPONENT: They can't do anything with that, can they? Do you know? It's safe, I'm thinking. I'll be right back.
MR. CONDON: Okay.
(A break is taken from 10:15 a.m. until 10:16 a.m.)
THE DEPONENT: All right. Now, what was your question again?
Q What is your South Carolina driver's license number?

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A It is South Carolina. It is 101682748.
Q Has your license ever been suspended or revoked?
A What does that have to do with the case?
Q Just a question.
A Oh. No.
Q Mr. Malara, if there's a thing that you don't understand --
A Yeah, I don't understand. Why would you ask me if my license --
Q Just answer the --
A -- what does that have to do with the lawsuit?
Q Just answer the question, okay?
A Okay.
THE COURT REPORTER: Y'all have to speak one at a time. I can only write one person at a time.
Q Are you married?
A Again, I don't understand the question, then, if you don't let me counter. What does that have to do with anything?
Q I always get background information.
A Yeah. I'm not going to answer that question. That's personal. That has nothing to do with the lawsuit against Ravenel Associates. I'm not going to answer that question. That's my personal life.

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Q Mr. Malara, we're going to be here a long day.
A Yeah, we are going to be here a long day.
Q Yes.
A That's completely irrelevant. And I'm not --
Q No, it's not.
A There are people in this room that I do not want to know my personal life.
Q I don't really care about your personal life.
A Then why are you asking the questions?
Q Because I need it for this deposition.
A Well, then, what my marital status is is completely irrelevant.
Q Okay. At 3286 Middlebury Lane --
A That's correct. That's my home address.
Q -- does anybody else live there?
A Yes.
Q Who?
A Doesn't matter.
Q Who?
A Never tell you. Doesn't concern you. You will not bring other people into this.
Q I'm not trying to bring other people in.
A And I'm not going to answer the question.
Q Okay. Do you have any children?

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A Do you?
Q Well, I get to ask the questions; okay?
A No, I don't have any children.
Q Okay. Are you employed?
A Not at the time.
Q Okay.
A I got laid off from work.
Q Give me a little background of your employment history.
A Again, I'm confused by the question. How does that become relevant to the lawsuit?
Q It's stuff that you -- it's normal background information --
A It is?
Q Yeah. -- of any witness in the case.
A So what is it you want to know? Be more specific.
Q Give me your employment history for the last five years.
A Last five years, EMT.
Q Okay. EMT or EMT?
A EMT.
Q Working for who?
A Working for a private medical transport.
Q Have any other job besides that?

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A No.
Q Do you have to have, like, a certificate or anything like that to do that job?
A Yes.
Q What kind of education?
A You have to be an EMT. I don't know how to answer your question.
Q Well, did you go to school to become an EMT?
A Oh, absolutely. You can't just go out and practice that without going to school.
Q Where did you go to school?
A New York.
Q When?
A 1999.
Q Okay. And you got a degree in New York?
A No.
Q Okay. What kind of -- did you get a certificate?
A Yeah. Not a degree. It's a certificate.
Q Give me the history of your education.
A High school.
Q Okay. Where did you go to high school?
A New York.
Q And after high school?
A Worked.

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Q Where?
A Mechanic. You said for the last five years. It's --
Q No. I'm just talking about your education. High school --
A That's it. That's it. I went to high school. I didn't go to college.
Q But you obviously went to EMT school.
A Well, yeah. You said the last five years, you said.
Q Okay. What did you do after high school?
A Oh, I was an airline pilot.
Q For who?
A Several different airlines.
Q Name one.
A Midwest Airlines.
Q How long did you do that?
A At that particular company?
Q Yes.
A That was for about four years.
Q Okay. And where did you work after Midwest?
A That's it. Just my EMT job.
Q Okay. So just four years at Midwest?
A Correct.
Q Then you went to school to become an EMT?

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A No. I did EMT way before then.
Q Okay. When did you move to Charleston?
A Probably October of 2007. Somewhere around there.
Q And is that --
A I think it was. No. Wait. Hang on a minute. I'm trying to think. It was 2007. I'm not exactly sure what month it was. I think it was late in the year.
Q Okay.
A Not exactly sure.
Q But did you move to 3286 --
A No.
Q Where did you live prior to --
A In Village Green subdivision on the other side. I can't remember the house number.
Q And then you moved to 3286?
A Correct.
Q Okay. When did you move there?
A I think we closed -- and when we moved and closed, it was two different times. You don't close and move the same day. I think you understand that; right? So I don't know exactly what day we moved, but I do know we closed sometime around mid April, 2008.
Q Did you meet the Dawsons at that time?

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A Yes.
Q Have you been involved in any litigation other -- you know, whether as a plaintiff or as a defendant?
A I don't understand the question.
Q Okay. Have you ever been a party to a lawsuit?
A You've got to be more specific. In South Carolina? New York? Wisconsin? Anytime in my life prior to today?
Q Okay. Well, we'll start with each state. Let's say New York?
A No.
Q Wisconsin?
A Yes.
Q What happened in Wisconsin?
A I had one of my employees sue me.
Q For what?
A I think it was pregnancy discrimination.
Q Do you have a business in Wisconsin?
A Yes, I do.
Q You still have it?
A Yes, I do.
Q What kind of business?
A It used to be a franchise called Fantastic Sam's.

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Q And is that still called Fantastic Sam's?
A No. It's called Prodigy Group.
Q Prodigy Group?
A Uh-huh. Trademark, by the way.
Q And is it like a hairstylist place?
A Yes.
Q Okay. Do you go up there from time to time to see the business?
A Yeah, sometimes. Probably when it gets warm, I may visit. Yeah. It's been a little while.
Q You own it a hundred percent?
A Yes.
Q Who runs it for you?
A I do.
Q From down here?
A Yeah.
Q How many employees do you have?
A I don't know. Can't recall right now. I'll have to look at my account and see who is on payroll.
Q More than one?
A Yes.
Q Less than five?
A No. Probably more than five. Less than ten. They come and go.
Q Litigation in South Carolina?

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A Nothing.
Q Nothing? Have you filed bankruptcy?
A Why would you ask that question?
Q I don't know. Just want to check and see if you have.
A Oh. Not going to answer that question. It's personal again. A lot of personal questions I don't want to answer.
Q Mr. Malara, I'm sorry, but --
A Yeah, I'm sorry too, but -- yeah.
Q I just get to ask the questions; okay?
A It's completely irrelevant to the Dawsons suing Ravenel Associates. My financial stability is irrelevant.
Q Have you filed bankruptcy?
A I'm not going to answer that question.
Q Okay. Have you filed in South Carolina?
A Filed what?
Q Have you filed in South Carolina?
A Filed what?
Q Bankruptcy.
A We just covered that. I'm not going to answer that question.
Q Are you in litigation with anybody in South --
A You asked that question a while ago, and I

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said no.
Q So you're not in litigation with, like, Virginia Adnihan?
A Nope.
Q Okay. Now, sometimes I ask questions about people's backgrounds, but also, like, you know, criminal record. Ever been convicted of anything?
A You asked that question already. What was my answer? I'm trying to remember. It was no.
Q Okay.
A Okay?
Q Have you ever been treated for the abuse of alcohol or drugs?
A No.
Q Ever been evaluated for either mental or psychiatric illness?
A No.
Q Are you a member of any social clubs or anything like that in the Charleston area?
A Like -- give me an example.
Q Like a church, social club, too, could be an organization, you know --
A In the Charleston area?
Q Yeah.
A Yeah. No.

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Q Are you a member of a church?
A No.
Q Do you have any family in the Charleston County area?
A No.
Q Okay. The reason is, let's just say we try this case, I wouldn't want your -- like, your brother or your sister, you know, sitting on the jury; okay? That's the reason --
A Yeah, I understand.
Q Okay. All right. So you moved to Village Green in April of -- I mean, October of --
A I think it was October. But like I said, I'm not exactly sure, but I think it was somewhere around there. Because I know we closed on the house in April. I think we lived in the other house -- I don't know -- three to six months, maybe. I just can't recall.
Q Uh-huh. Okay. And then you moved to 3286?
A That's correct.
Q Okay. When you moved to 3286 Middlebury Lane, when you first moved there --
A I'm sorry. I'm confused. When you say, I first moved there?
Q Yeah. At 3286.
A I didn't move there twice. I just went to

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make sure I understand the question.
Q Okay.
A So when I moved there?
Q Yeah. When you moved there --
A Okay.
Q -- were you living there by yourself?
A No.
Q Who was living with you?
A My ex-girlfriend.
Q Who was who?
A The one you're doing your subpoena next week, Virginia.
Q Virginia Adrihan?
A Correct.
Q How long have you known Ms. Adrihan?
A We were together for ten years.
Q Is the house at 3286 Middlebury -- is that owned by you and her, or is it --
A That's correct.
Q Okay. When you first moved there at 3286 Middlebury, you met the Dawsons?
A That's correct.
Q Okay. And what happened -- I mean, any problems with the Dawsons when you first moved there?
A Absolutely not.

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Q Okay. When did you decide to go on to the Village Green board?
A The old president asked me to come on.
Q Who was the old president?
A His name was Chris Craven.
Q Uh-huh. And when did you go get on the board?
A I think -- I was on there for three years. So whatever -- I got off in, I think, what, 2011? So I think three years back, I got on.
Q What was your position when you got on the board?
A When I got on, I was traffic and safety. Whatever that meant, I don't know. Still don't know today. But just a regular board member.
Q When you were on the board, was your involvement strictly traffic and safety?
A Yeah. I was like the traffic and safety guy. If people had questions about, you know, speeding, parking, all those kinds of issues, they would just bring it up to the board, and I would be the guy kind of trying to figure out what to do about it. And then they actually ended up dissolving that position the next board anyway, so I really didn't do much.
Q Were you involved in any other decision-making with regards to the board?

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A No. I was just that guy.
Q The traffic and safety?
A Yeah. That was the title they gave me.
Q Okay. Was that like in 2008?
A No. Eight, nine, ten -- yeah, it could have been, because I was on the board for three years. I think I ended my term in 2011, if I remember correctly.
Q But, I mean, say, in 2008, you were on traffic and safety?
A Yes.
Q 2009 --
A I was just -- I don't know. I think I was actually a vice president too, and then I moved up to president, if I can remember correctly. In fact, I'm almost sure that's what it was.
Q And you were vice president in what year?
A That must have been 2010, I'm assuming. Because my last term, I think I was president the last year.
Q Okay. Which would have been?
A 2011, I think.
Q Okay. One of the other things, too, I always ask people being deposed, do you have any close personal friends in the Charleston County area?
A Define a "close personal friend." I know a

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lot of people.
Q Okay. Well, just kind of give me the ones you feel very close to that you know personally.
A No. In that case, no, I just have acquaintances, just people I know. Everybody knows a hundred people.
Q Right. But, I mean, you must have some close personal friends.
A Then I don't.
Q You don't?
A No.
Q At all?
A No.
Q None?
A None.
Q When you first moved there in, say -- that was, what, 2008?
A Yes, 2008.
Q Did you get along well with the neighbors?
A Absolutely. Yes.
Q Okay.
A Yeah.
Q Okay.
A I was the party house.
Q Yours?

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A Everybody came over. Yeah. A lot of neighbors came over.
Q To your house?
A Yeah.
Q Because, like you say, it was the party house?
A Yeah. I'm going to call it the party house. We had cookouts. We had -- a lot of times, we'd always invite everybody over. Not just the Dawsons, but other neighbors too.
Q And that would go on, say, from 2008 until when? Did it ever stop being the party house?
A You know what, let me rephrase that term. If you're going to continue to use "the party house," I'm going to rephrase that term. It really wasn't a party house. I'm going to call it more so a place to gather. A social gathering area. When you use that term party house, it sounds a little uneasy to me. It was the -- I was the house that, you know, people came to to gather. Many football games, we had TVs on, we'd have beer in the back, and it was just -- a lot of people would come and watch football or we'd have barbecues, et cetera, et cetera. Many Halloween parties and stuff like that. They all knew that my house was the place to go.
Q Gotcha.

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A So let me rephrase. I don't want to use that term, party house.
Q So we'll call it the gathering house?
A Yeah, where we gathered. Yeah.
Q Okay. And that would have been -- I guess, started in 2008?
A Yeah. And I don't think we finished your other question. You asked until when that was. I'm trying to recap. I think it kind of came to an end when I -- at some point I remember -- not to add anything to your question, but it's been three years, so I'm doing my best here. At some point in time when -- when -- I'm guessing 2011, I'm thinking, when things started going south a little bit. Yeah, it was then, because I remember I was in the Cayman Islands just before we left. It was 2011. Yeah, when all the -- yeah. Okay.
Q I guess -- do you remember giving a -- well, let me back up a second.
A Sure.
Q Do you know Bob Cherry?
A Absolutely.
Q How do you know him?
A He was the property manager. Let me back up. He was employed by Ravenel Associates, which the former

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president, Chris Craven, he went out and went shopping for a new management company, found Ravenel. I met with them. They interviewed Ravenel and hired them to come on as our property manager, and that's where Bob Cherry came from. He managed the property.
Q Okay. So when did you first meet Mr. Cherry?
A When he came on. I don't know. Whenever their contract was to come onboard. I couldn't tell you.
Q Was this, I guess, after Chris Craven left as president?
A I don't know. I'm thinking so. I'm guessing, by the way. Whenever his contract came on, he was on.
Q Okay. All right. So was there any other contact person for Ravenel other than Bob Cherry?
A Any other contact? Can you elaborate more? Somebody -- a go-to person?
Q Right. Who managed -- who was the management person from Ravenel?
A Bob Cherry.
Q Okay. Anybody else?
A No. He was the gentleman who came to our meetings, and he was the one that we made contact with.
Q You ever had prior -- say, prior to 2011, any contact with Jules Dass?

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A Prior to 2011?
Q Yeah.
A The only thing that I can think of is I was invited with Chris Craven to meet with Jules to get their brochures and things when they were being interviewed to come on as a property manager. That's when I first met him.
Q Uh-huh. This is one of those questions I meant to ask at the beginning.
A Sure.
Q Have you ever been deposed before?
A No. Well, wait. I take that back. I guess -- that lawsuit up there, I guess that would be deposed. We were in three days of -- in front of an administrative law judge. Would that be the same thing, I guess?
Q That's a little different. That could be trying the case.
A Oh, yeah. Then I'm going to say, no, I don't think so. I've never been doing this, not without a judge present, so. . .
Q Okay. So the real main person from Ravenel Associates that you dealt with was Bob Cherry?
A That is correct.
Q Okay. Do you remember getting an E-mail from

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Bob Cherry that would have been in November 10th, 2011?
A I received many E-mails from Bob Cherry.
Q You did?
A I can't imagine remembering back on November 10th, what E-mail you would be referring to.
Q Okay. You don't have any of those E-mails?
A No. I have nothing.
Q You don't have any E-mails between the Dawsons and you?
A We've covered this. I have nothing. Whatever I had I gave to the other attorneys. I have no copies of nothing.
Q So you gave them something; right?
A Yes, that's correct. Yes.
Q Okay.
A I have nothing.
Q But you had, at one point, something; right?
A Yes, at one point, yes.
Q What did you do between the time you had it, gave it to the other attorneys, and the time of this deposition?
A I don't understand your question.
Q Okay. Did you destroy the evidence?
A Did I destroy -- I'm not going to call it evidence. I'm going to call it E-mails that get

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deleted.
Q Did you go back and delete all the E-mails between you and the Dawsons?
A Did I go back and -- yeah, I don't have anything. Yeah, they're all gone.
Q Did you go back and delete them?
A Did I actually delete them?
Q Right.
A I have about 10,000 E-mails on my E-mail. If I went back and looked way back at the bottom of my thing, is there's something in there? There possibly could be. I have no idea. I know I don't have anything.
Q Okay. But did you actually go back and try to do a search?
A No, I have not.
Q Okay. So you have like 10,000 E-mails?
A Yeah. There could be -- I've got E-mails from -- in fact, the bottom of my E-mail says 10,000 something, something, something. If I scroll all the way down from three or four years ago, there may be something in there. I have no idea. I don't look at old E-mails. I get probably 30, 40 a day.
Q What exactly did you give to the other attorneys?

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A I gave them an E-mail. I think, probably the E-mail that you're probably going to talk about, the one where the profanity was written to me.
Q Did you give them anything else?
A I did give them something else, but I don't remember exactly what it was. It was years ago.
Q You don't remember what it was?
A It was two years, a year ago. No, I don't know exactly what I gave them.
Q Did they call you up?
A Did they call me up? Yes, they did.
Q Okay. And who called you up?
A I can't remember. Mr. -- was it -- I'm not sure exactly who it was.
Q Let me back up a second.
A Okay.
Q Are you represented by an attorney?
A No, I am not.
Q And none of these attorneys here represent you?
A Correct.
Q When you talked to these attorneys, what did you talk about?
A They asked me, basically, what happened and what I knew, being that I was the president.

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Q And what did you tell them?
A I told them exactly what I know.
Q What did you tell them?
A Well, let's see. What did I tell them? The HOA is being sued, and they want to know what's going on. And I say, Well, I have some E-mails. Here you go. The one that specifically came up, you know, motherfucker, fuck you, Dave; and all this other shit I gave them, and that's it.
Q You give them any other things?
A There's other stuff they may have. I know there's a couple of pieces of paper, but I don't -- I can't tell you today exactly what it was because I don't have copies of it.
Q Okay. All right. So you did a search for them?
A Did I do a search for that?
Q Did you do a search for those attorneys?
A No. I had those, and I gave them to them.
Q But you didn't have them, like, on your desk and --
A Did I have them on my desk?
Q You must have done a search for them.
A No, I did not do a search for them. I had them here.

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Q In a folder?
A Yeah. Yeah, you can say that. Yeah, a folder. Take them out; here you go.
Q Okay. And where is that folder now?
A I have no idea.
Q No idea?
A I have no idea.
Q Okay. It just vanished?
A It just vanished, if you want to say that. You can say whatever -- however you want to word it.
Q No, I mean --
A I don't know where it is.
Q All of a sudden you produced these records for these attorneys --
A No. It's years ago. A year and a half ago, I think, I met with them, not just like a week ago.
Q Okay. I understand.
A You've got to put the timeline in there.
Q Okay. But, I mean, you must have produced something for them; go down and meet with them.
A Correct.
Q Okay.
A And then you're asking, where are they? Well, whatever copies that they didn't take, they're gone. I don't save stuff like that. Did I ever think, at that

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time, that we're going to sit there and be going -- and sitting here at a table like this? Of course, not. This is ridiculous to me. It's comical. So I threw them in the garbage. Why would I need to keep stuff like that?
Q So you didn't save anything?
A You keep asking the same questions; I'm going to keep giving you the same answer. That's correct.
Q Okay.
A You can ask it 16 different ways. I don't have it.
Q I just think that it's unusual for you to have these documents --
A Well, it's not usual, because I would have kept them if I thought we would be sitting here today, and I would have had a whole list of stuff to present today, but I have nothing except a notebook and this pen.
Q Okay. So at one point you had a whole list of things?
A At one point, I had -- I wouldn't say a whole list. I had documents, the E-mail. The E-mail from Bob Cherry that he sent me that day of that Internet complaint. I don't have it. I would really like a copy of it if you have it.

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Q Okay. Well, we'll start with that.
A Excellent.
(Plaintiff's Exhibit No. 2, E-mail, dated November 10, 2011, is marked for identification.)
Q I tried to -- I think I may have --
A This is the one.
Q Do you remember getting this E-mail?
A Oh, absolutely. Let me just read the thing. Who is Sharon Zuchowski? It was sent to Sharon. Does anybody know who that is?
Q Well, the way it works, Mr. Malara, we get to -- I get to ask you the questions.
A Okay. I was just curious. Okay. I got the name. Yeah.
Q Okay. Do you remember --
A Let me read the complaint. Hang on just a second.
Q Okay.
A I remember this, yeah. Yes. Yes, I do remember this very well.
Q You do?
A Yes.
Q Okay. First of all, were you surprised to get it?
A Extremely surprised to get it because -- yes,

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I was extremely surprised.
Q What was your reaction when you got that E-mail?
A Well, you just asked me -- you asked me if I was surprised when I got it, and I said, yes, I was very surprised.
Q And we're talking about Defendant's [sic] Exhibit Number 2.
A I'm sorry. What?
Q We're just talking about -- I just like to identify -- it's Defendant's Exhibit -- I mean, Plaintiff's Exhibit Number 2. Okay?
A Okay. I'm not sure what it is, but if you say so.
Q Well, I mean, that's that E-mail you just was looking at.
A Correct.
Q Okay. What I like to try to do is identify the document so that we are talking about the same document; okay?
A Correct.
Q This is Plaintiff's Exhibit Number 2; okay? You get this E-mail; okay?
A Yes.
Q Okay. You're surprised that you got it?

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A Yes.
Q Okay. Were you upset?
A Not in the least.
Q You were not?
A No.
Q Okay. Were you embarrassed?
A Not in the least.
Q Okay. What did you do once you got this --
A I immediately called Bob Cherry, and we both sat there, and we had a little chuckle because we thought it was a joke. We actually thought that the former president, who is in our circle at the time -- he's a, I'll say, kind of a prankster, a jokester. He's always got something going on. Kind of a fun guy to be around. We thought that he may have put them up to this, or they got in a circle and said, Hey, let's do this to Dave.
So when I got this, I'm reading it, and this is -- me and Bob's, like, this has got to be a joke, right? Because we're looking at it, going -- that's why I said, Is this your house? Questioning it? How can this possibly be my house? I'm, like, this has got to be a joke. And then I'm looking down further, and I'm going, who is this Sharon? I'm reading down, I go, Dawson. That's Karen's phone number -- because I had

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her phone number in my phone. I knew what it was. I go, They're just messing with us. This has got to be a joke.
And I go, Well, I guess, maybe not. So I did call immediately to Tori, and I did apologize. And you know what? You're absolutely right.
Q Absolutely right about what?
A There was a garbage can there. It was behind my bush on the side of the house, not visible from the road. So they're absolutely correct.
Q But did you immediately resign from the -- You were president of the board?
A Yes, uh-huh.
Q Okay. Did you immediately resign?
A No, not immediately.
Q You did not?
A Not immediately.
Q Did you resign?
A I did, but they did not want me to resign. They told me to stay on. So I said, Well, if the people want me to stay on the board, then I'll stay on and finish my term. But I wrote a letter to them and said, Hey, apparently my house has all these violations. It's not right for me to be the president or even on the board until I rectify these problems.

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But come to find out, after doing some investigation, I'm in perfect -- I'm not in violation of any HOA rules at the time.
Q Uh-huh.
(Exhibit No. 3, Letter from Dave Malara to fellow HOA board members, is marked for identification.)
Q This is Plaintiff's Exhibit Number 3. This is your letter to the fellow board members?
A Let me correct you. This is not mine. It's ours. The two property owners wrote this.
Q Okay.
A And we had our attorney at the time review the letter before we presented it to the board.
Q I'm talking about -- this is not presented to the board. This is right after you --
A Oh, this is the -- oh, this is the one I wrote when I resigned. Give my a moment to read it.
Q Sure.
A Yes, I do recall this letter. I'm not going to read through the whole thing, but yeah.
Q Do you recall sending it?
A Absolutely. There's my photos and my trailer and the chairs that were stacked up from our Halloween party that we just had a few days prior. Uh-huh.

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Q I mean, basically, you admit the violations that you had?
A No. These are not --
MR. MacKELCAN: Object to the form.
A These are not in any -- these are not a violation -- no violations here at all. After the accusations, I did my investigation.
Q I guess -- you know, fourth paragraph down: As I always bring my green garbage can to the curb --
A Hang on. I'm not with you. Okay. Go ahead.
Q -- I am a hundred percent guilty of leaving a roofing company sign and my old business sign and a small gas can behind the bush on the side of the house. I will admit that it has been there for an excessive amount of time. Referencing the boxes I neglected to bring them to the curb for recycling day, and for that, I am sorry. I would like to draw your attention to the photographs [sic] about the trailer. It has small pieces of wood on it, as you can see from the photograph, and I feel it is properly placed. As you can see from the photographs [sic], I normally leave it lined up with the bushes along the side of my house so that it is not visible or easily seen from the road.
So you did admit that you had certain violations?

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A No. Those are not violations. At the time I wrote this, after I wrote this, I did an investigation myself, talked to the fellow board members, talked to the management company, talked to the ARB people. I can leave a garbage can and signs as long as they're hidden from view. They're on the side of the house, behind bushes. The trailer is completely within compliance. Whether there's stuff on it or not is irrelevant. It's hidden from the roadway view and behind the house. It is in compliance. Other people thought different. The chairs and all that, this is my house. I can have as many chairs as I want behind my house. There's no rules, laws, or anything that says I can't have folded chairs around my house, against my house, in the back of my yard, however I want to position them.
Q At the time, you felt compelled to resign?
A Yes, because I wasn't sure that I was in violation. That's why I was surprised that -- I've had the former president there, I've had two management companies [sic] behind my house, ARB people behind my house, all these people for seven years behind my house, and nobody said a word to me about the trailer, the shed, or anything. That's why I was like, Well, maybe I'm not in compliance. Let me find out.

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Q Okay. Who is the prior president?
A Chris Craven; Ed Delaney; Brian Cence was the ARB; Natalie -- I can't remember her name. She was the property manager for CMG, who was on our property. She was back there. Bob Cherry was back there. We've had -- a bunch of people have been back there and seen everything back there. It was never an issue.
Q So, say, prior to November of 2011, no one made any comments --
A Correct.
Q Let me finish my question.
-- no one made any comments to you about trash or anything like that --
A Correct.
Q -- or any problems with the shed or anything like that?
A Correct.
Q So no one ever mentioned anything at any of these parties?
A Correct.
Q Okay. Even in a joking way, did anybody ever mention you any --
A I can't answer a question in a joking way. No, I've never -- not that I'm aware of.
Q Uh-huh. All right. So, in No. 3, you

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basically sent in your resignation; correct?
A Yes, that's correct.
Q Now, did you have any contact with the Dawsons right after this E-mail that you got from Bob Cherry?
A As I stated earlier, yes, I did call Kateri and apologized for my mess. But he never asked why it's there and what happened, if that's okay. I'm sure you'll get to that.
Q In terms of the mess on the side of the road?
A Yeah. Why the boxes were there.
Q And why were they there?
A That's a good question. They were brought out, out of my garage, because I was having a Halloween party that they were there at, sitting on the chairs, but they were folded up against my house. Okay? After the Halloween party, whatever Tuesday it is comes out to be for recycling, I had to call 911. I had to be brought into the emergency room. So I never got my trash -- my recyclables out there in time.
Q So you had a health problem?
A I did.
Q What happened?
A I'm not going to discuss that. It's personal. HIPAA violation.
Q It's not a HIPAA violation.

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A It is for me. It doesn't matter.
Q But you went to the hospital?
A Yes, in an ambulance.
Q Okay. You stay overnight?
A No.
Q Come home the same day?
A Oh, yeah. Yeah.
Q Okay. What date did that happen?
A I don't know. Shortly right after Halloween.
Q It would have been, like, November 1st or 2nd?
A I don't have a calendar. I couldn't tell you. It was right after Halloween, right after the party. Took all the boxes out of the garage to make room for the Halloween party in case it rained. From there, they should have went right out to the recycling bin, which comes on Tuesday. So that day is when I had to call 911.
Q Gotcha. Okay. Now, when you were chairman -- I guess president of the Village Green Homeowners Association, how did y'all handle complaints?
A Bob Cherry pretty much did it, and he would bring them to us, the major ones. Like, we had -- I can't recall, but the little things I think he would take care of. But anything big or crazy, he would bring up to the board. I can't recollect what would be

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big and crazy, though.
Q Were complaints confidential?
A Were they confidential? No. Why would they be confidential? I don't think other homeowners had previous information to that. They couldn't get to it. But some things -- if we had something to talk about and there was a homeowner there, we probably would have called it -- hypothetically speaking -- we probably would have called an executive session and have that member excused, and the homeowners would discuss it. But --
Q But, I mean, the person making the complaint, would that person be --
A They would go to Bob Cherry.
Q They would go to Bob Cherry. And would Bob Cherry disclose who made the complaint?
A Yes, he would. We need to know who it is.
Q Okay. I'm not talking about the person -- about whom the complaint is made, but the person making the complaint.
A Would he tell us who complained?
Q Right.
A Yes.
Q And he would do that, like, on the record?
A At our meetings.

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Q He would?
A Yeah.
Q Okay. He would say --
A Hey, Ms. So-and-so filed a complaint about something. That I can recollect, yeah. There's no --
Q So there wasn't any confidentiality at all?
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
Q You can still answer.
A Okay. And repeat your question for me.
Q Was there any confidentiality about complaints being made? Who made the complaint?
A Not that I'm aware of, no.
(Exhibit No. 4, E-mails, is marked for identification.)
A Oh, yes. What you got for me?
Q Okay. So on November 15th, you requested that your offer to resign be withdrawn?
A Yes. I was asked to stay on the board, that's correct.
Q Uh-huh.
A Until my term was up.
Q Okay. Now, after you -- after you got this complaint about the trash and things on your side of your house --

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A Well, let's -- when you keep saying "trash and things," you're saying two different things, and you're -- unfortunately, you're not correct. Can you give me a definition of -- when you say "trash," what is it you're talking about?
Q Well, the thing is, I just get to ask the questions.
A Oh, okay. Gotcha. Then I can't answer it, because I'm not sure what you're talking about, then.
Q So you don't know what trash looks like?
A No, I don't. Apparently not.
Q Okay. And what was on the side of your house, then?
A That's a good question. What was on the side of our house was a cardboard that I took outside and put on the side of my house to be brought out front. You may be referring to a trash can.
Q I don't know if I'm referring to --
A I'm not sure. Okay.
Q But, I mean, do you know what was on the side of your house?
A Yes, I do.
Q What?
A My cardboard and my trash can, which was behind my bush on the side of my house, blocked by a

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bush, which is okay per to the HOA. As long as it's blocked in the view of the front of the house, you're okay. And it's been there for a year like that.

(Exhibit No. 5, Photograph, is marked for identification.)

Q Do you recognize Exhibit --

A Absolutely. Yes, I do.

Q And what is it?

A That's all the stuff that was on my side of the house that was supposed to go to recycling that day. You can see it's cardboard, plastic, everything that I described, with the whole roofing sign. And I did describe that in my -- I think, in one of my E-mails. We talked about the roofing sign being there. Yeah. All that has to go into recycling. You see inside that cardboard box, was full of Styrofoam. It's all of my recycling bins that I took out of my garage so we had room, and, unfortunately, I didn't get to recycle that day.

Q You didn't? Do you know how long it was on the side of your house?

A No, I don't recall. But I think just a few days.

Q It wasn't longer than that?

A I don't recall.

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Q Now, at this time, I guess you decide to put up a fence?

MR. MacKELCAN: Object to the form.

Q You can answer.

MR. FERDERIGOS: Objection.

A Well, I don't understand your question.

Q Did you decide to put up a fence at this time?

A I don't understand the question.

MR. FERDERIGOS: Object to the form.

A You keep saying "this time," and I can't answer that.

Q Okay. November, 2011.

A And?

Q And you decide to put up a fence?

MR. MacKELCAN: Object to the form.

MR. FERDERIGOS: Object to the form.

A So let me make sure I understand your question. I'm going to rephrase it to you and see if I got it correct; okay? I'm not asking you a question; I'm phrasing it.

Q Okay.

A You're asking me, in December -- November --

Q November.

A -- November of 2011, did I decide to put up a fence?

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Q Yes.

A Let me rephrase my question one more time to you. In December, 2011, did both homeowners decide to put up a fence?

Q I'm talking about November.

A Yeah. November, 2011, did both homeowners, at the time, that lived there, decide to put up a fence; is that your question?

Q No. The question is: Did you, in November of 2011 --

A No. If you're asking if I just decided to put up a fence, then the answer is no.

Q You didn't?

A If I decided, me only, half homeowner, decided to put up a fence, then the answer is no.

Q Okay.

A Do you understand my question?

Q So what you're saying is you and Virginia? Is that what you're saying?

A Yeah. You have to ask that question, then I can answer it correctly. Did Virginia and I decide in November, 2011 -- because we're both homeowners -- it takes two people to make a decision -- did we decide to put up a fence? That would be the question I would ask.

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Q And did you?

A I'm helping you. I'm a good guy, remember. Yes, we did decide to put up a fence.

Q And why did you decide to put up a fence at that time?

A Because our stuff was bothering them, so it would be best if they just didn't see it.

Q And that's the reason you put up the fence?

A That's correct.

Q Were there any hard feelings towards the Dawsons because they made that complaint?

A No. I do believe I called and apologized, and we actually went and approached them to see if we could figure out what is going on.

Q Okay. So there wasn't any hard feelings?

A We were disappointed.

Q Uh-huh.

A But hard feelings, I think there was room to move on from it.

Q Uh-huh.

A You know, try to figure out what happened, but let's move on. We're neighbors.

Q Uh-huh.

A So I don't know if I'm answering the question correctly, but hard feelings -- we were disappointed.

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I wish they had just come to us and say, Hey, clean up your crap.
Q Okay.
(Exhibit No. 6, E-mail from Bob Cherry on November 10th, 2011, is marked for identification.)
Q Do you recognize Plaintiff's Exhibit Number 6?
A This is -- let's see. . .
It's my application for my fence. Yep, I do recognize this.
Q What is it?
A What is it?
Q Yes.
A Well, you just gave it to me.
Q I know, but what is it?
A Oh, it's my ARB request.
Q Okay. That you made on November 11th, 2011?
A Let me look at the date. 11-11-11. Imagine that. You are correct.
Q Okay. And you got the E-mail from Bob Cherry on November 10th, 2011, about the complaint?
MR. MacKELCAN: Object to the form.
Q You can answer it.
A I have no idea. I don't know what date it was. Whatever date -- what was it?

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Q November 10th, 2011.
A Okay. You're saying, did I get the complaint on November 10th, 2011?
Q Yes.
A That's correct.
Q Okay. And you put up a fence on -- make an application for a fence on November 11th, 2011?
A I'm sorry. On November 11th, 2011? Yes, that's probably correct, yeah.
Q Okay. Now --
MR. CONDON: Phillip, let me know when you --
MR. FERDERIGOS: Yeah. I'm just waiting for it to ring. I'll let you know. Thank you.
(Exhibit No. 7, Letter dated November 17, 2011, from Bob Cherry, is marked for identification.)
A Question?
Q Okay. First of all, do you recognize Number 7?
A Gosh, I don't know if I ever have read this. You know, I vaguely remember this. I just -- I can't say for sure. I don't know. But let me think a little bit.
Would this have been mailed or E-mailed? Looks like it might have been mailed. So -- gosh, I'm going to say yeah. I think I do remember getting

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something from them. Yes.
Q So you remember getting this letter from --
A Yes.
Q -- Ravenel Associates, correct?
A Yes.
Q Okay. And Bob Cherry's personal E-mail apologizing for the breach of confidentiality that he created by not handling the confidential complaint in a professional manner?
MR. FERDERIGOS: Object to the form.
Q You can still answer.
A I don't know. Whatever he wrote, that's up to him. He can apologize or not. I can't answer for him. To me it's just a letter.
Q Okay. But did you ever talk to him -- Mr. Cherry about this letter?
A I don't recall if I have or have not.
Q Okay. Do you know if Virginia ever talked to Mr. Cherry?
A I have no idea. I can't answer for her.
Q Okay. Did Mr. Cherry ever talk to you about the breach of confidentiality?
MR. FERDERIGOS: Object to the form.
A Not that I'm aware of.
Q Do you have an opinion whether Mr. Cherry

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handled the breach of confidentiality in a professional manner?
MR. FERDERIGOS: I object to the form.
A I have no opinion.
Q Do you ever discuss this letter with Jules Daes?
A I don't recall speaking with Jules Daes about this letter. I know I have spoken with him at some point during all of this fiasco, but I couldn't tell you when or where or what the topic was.
Q Did Mr. Cherry ever discuss why he forwarded that E-mail to you?
A If I can recollect, because I'm the president of the HOA, and I'm supposed to get complaints.
Q Is that the way he normally handled it --
A I can't say that's the way he normally handled it. But that's normally what we do. We get a complaint, I'm the president, I get the complaints, and that's why I got that one. It's my job.
Q So the complaints -- all the complaints are automatically forwarded to the president?
A Not all of them. Most of them. That one caught his eye because he thought he recognized the address. That's why he said, Is this -- is this your address?

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I'm like, yeah, you just -- they've been to my house. There's been no other complaints. All of a sudden -- that's why he said, Is this your address? I'll have to check it the next time I go by. Isn't that what he says in there? Yeah. So from time to time, I do get E-mails.
Q From Bob Cherry?
A From Bob Cherry. And actually other homeowners.
Q Directly from --
A Yeah.
Q -- Bob Cherry?
A From Bob Cherry and sometimes from other homeowners.
Q And it would be complaints by other homeowners?
A Oh, yeah. Yeah. What do I do? What do I do?
Q I'm talking about from Bob Cherry.
A Yes, correct. That would be correct.
Q And he would send you an E-mail --
A We get E-mails, yeah, from the webmaster like that. Yeah. People go on there, and he'd get them, and then he'd bring them in and say, Hey, this is what I got this week.
Q Okay. When you say the webmaster, what --

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A I don't know. People who run the web. It goes in through the web. Is that how it works? I'm not an E-mail person. You go in to the Village Green website -- I think that's where that came from -- and you file a complaint, and then it gets sent off to wherever. I don't know how he got that. I'm not a web person. I couldn't tell you. Maybe they can tell you more than me. I never went on the website to file a complaint. Most people call the management company.
Q But when you go in to Village Green, you can go actually and connect with Ravenel --
A I can't answer that question, because I don't know.
(Exhibit No. 8, E-mail dated November 21, 2011, from Dave Mahara and Virginia Adriban to Mr. and Mrs. Dawson, is marked for identification.)
A I remember this E-mail. I'm not going to read it all right now, but --
Q You and Virginia sent that to Mr. and Mrs. Dawson?
A Yeah. I'm not going to the read the whole thing, but -- hang on, I will.
(Pause in proceedings.)
A Okay. I'm not going to read -- you can ask a question and if I can't answer, I'll browse back in it.

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But go ahead.
Q This is an E-mail you sent to Matt and Kateri Dawson?
A Correct.
Q I guess you understood that they wanted to remain anonymous so there wouldn't be any tension between neighbors?
MR. FERDERIGOS: Object to the form. Please respond.
Q You can answer.
A I'm not sure. What was your question?
Q The second paragraph from the bottom.
A Okay. What's your question?
Q That you understood that the Dawsons wanted to remain anonymous so there would not be any tension between neighbors?
MR. FERDERIGOS: Object to the form. Please answer.
Q You can answer.
A Okay. I'm not sure of your question.
Q You understood, I guess --
What I'm saying is that you understood that the Dawsons wanted to remain anonymous?
MR. FERDERIGOS: Object to the form. Please respond.

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A On 11-21-2011, at 11:30 a.m., at the time we wrote this, we -- we, both owners of the home -- could -- we understand why you want to remain -- sure. They don't want tension. That's exactly what we wrote. But I'm not sure what your question is.
Q That you understood that the Dawsons wanted to remain anonymous.
MR. FERDERIGOS: Object to the form.
A Well, you're reading it out of context. You know, you're sitting there writing an E-mail, and you're like, well, as you're talking to two people sitting down and typing an E-mail to this degree, wouldn't you say to yourself, Well, maybe they wanted to be anonymous. We understand why they probably want to be anonymous, because, you know, they don't want the tensions. Well, if they didn't want the tensions, then we shouldn't be sitting here today. Next question.
Q The last paragraph in the E-mail: That we understand that you are upset at Ravenel Associates for forwarding us the E-mail and understandably so. So, I mean, in a sense that you understood --
A Yeah, I'm not sure who typed this.
MR. FERDERIGOS: Object to the form.
A It could have been Virginia. She's a better E-mail typer than me. So you may want to ask her that

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question. I don't know. You know, we both owned the home. So the word we, we, we is in there because we both owned the home. She may have typed this. I don't know. I'm sure she may have, because I don't type very well.

But as I say, general people, it would make common sense, when you're sending something now, we understand -- we understand that you're upset. That's common sense, when somebody is upset for another person to say, Oh, we understand. Doesn't make it right that you're upset. But we understand. Okay?

Q Okay.

A Okay.

Q Did you see that E-mail before it was sent?

A Did I see it before it was sent? No, I'm sure we're both sitting -- I'm assuming we were both sitting there in front of the computer trying to hash this out and type this out. So did I see it? Of course.

Q Okay.

(Exhibit No. 9, E-mail dated November 21, 2011, from Mr. Dawson to Mr. Malara, is marked for identification.)

Q Do you remember getting this E-mail from Mr. Dawson?

A Yes, I do.

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Q Was there any problem with you putting up the fence?

A Don't understand your question.

Q Okay. Did -- did you feel like that Mr. Dawson was interfering with you putting up the fence?

A Describe interfering. Be more specific.

Q Did Mr. Dawson interfere with you putting up your fence?

A The day it was being built? As soon as we left the house, he went right over to the contractor, started questioning the contractor about permits and licenses, et cetera, et cetera, et cetera. When we came back in, the contractor told us about it. So if you're asking that type of question, from day one, did I feel he was interfering? Yes.

Q Because he asked the contractor questions?

A Yeah. He was right away asking about permits and all this other stuff.

Q Anything else, in terms of the fence?

A I don't understand your question.

Q Did you feel like Mr. Dawson in any way interfered with you getting a permit for the fence or ARB approval --

A Did he "fear" during the process?

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Q No. Interfere. Yes.

A No, not during the process. It was after the fact.

Q Okay. In talking to the contractor?

A You said during the process.

Q Uh-huh.

A And during the permitting process or ARB approval, the answer is no. The day it was being built, he was over there talking to the contractor.

Q Other than talking to the contractor, anything else that he -- you felt like he interfered with you building the fence?

A Prior to it being built?

Q Prior to, during, or after.

A Oh, after the fact?

Q Yeah.

A Ask me the question so I understand. Say, Dave, did Mr. Dawson interfere with your fence after it was built? I don't understand the question. I'm not sure if that's what you're asking.

Q Well, I'm going to ask whether he interfered at the beginning, during, or after.

A So you've got three questions.

Q Let's take them one at a time.

A The beginning, no.

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Q During?

A During, I'm going to use the word interfering in, yes, that he talked to my contractor, disrupted my contractor. And after the fact, yes.

Q And after the fact, how?

A Well, give me some examples how.

Q I mean --

A How? How do you -- if the fence is already built, you can't interfere with construction and ARB approval. It's done. It's ARB approved. It's approved. It's built. It's done.

Q Uh-huh. Okay. So afterwards, how did he interfere?

A Well, let's see. I knew he sent an E-mail out to the ARB -- excuse me, the board asking about my fence. He sent out an E-mail and talked to Brian Cence about my approval. It seemed like it wouldn't stop. My understanding -- and I can't prove this -- that he actually contacted the City, from what I heard -- this is what I heard, so -- finding out about needing some site plan. There's no site plan. It's a noncommercial fence being built. In the position that it was, it didn't require any sort of thing.

Q Did you ever have the City come out and find out where --

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A Not required. It was right in my E-mail. It says in there I called.
Q Let me ask the question first, and then you can answer.
A Yeah.
Q Was the City -- was there ever any requirement that you had to have the City find out where the property line was?
A No requirement at all.
I'll wait for you to answer [sic] the question. Go ahead.
(Exhibit No. 10, transcribed phone messages, is marked for identification.)
Q This is just a --
A Hang on a minute.
Q I'm concerned about number three.
A Let me get there.
So you want me to read number three?
Q Right.
(Pause in proceedings.)
A Okay. Go ahead.
Q Okay. This is a voice message you left with Kateri Dawson.
A Okay.
Q Do you remember doing that?

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A Yes, I do. I was in Cayman Islands, I believe. Yeah, that phone number -- yes, I was probably down there.
Q Okay. On that particular day, you wanted a phone call back, and if you didn't get a phone call back, you would consider the relationship terminated?
A Yes. I think that's exactly how I worded that.
Q You know, this issue about this cat --
A I'm sorry?
Q Did you leave the porch door open?
A We left our porch door open. Yes, we did. Yeah.
Q And did you leave it open on purpose so that their cat --
A No.
Q -- would be going over there?
A No. No, not that it would be going over there. It used to pick on the door screen and pull it open, so we just left it open.
Q And would you feed or --
A Oh, yes. Yes. We have snacks. And, like, they also left us snacks to feed the cat when they'd go on vacation. The cat would come on our porch and sit on our bar.

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Q But you left the door open for the cat --
A We had to, yeah, because it would pull on the screen and rip the screen. So we just left it open.
Q That's the reason why you left it open?
A That's correct.
Q So you were afraid the cat would --
A No, I wasn't afraid. He just would pull on the screen. It didn't have a latch, and it would pull and put holes in the screen. That's what happened, the claws go through the screen and kind of pull on it. We just left it open.
Q Did the Dawsons ever ask you not to feed the cat?
A Not until prior to all this.
Q So they asked you not to feed the cat?
A After all this, correct.
(Exhibit No. 11, E-mail, dated December 2, 2011, from Mr. Malara to Mr. Dawson, is marked for identification.)
Q Do you remember sending that E-mail?
A Yes, I do.
Q Would you have sent that from the Cayman Islands or --
A I don't know. I don't remember when we came home. December 2nd. It was sent from my iPad, so it's

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very possible I could have still been in the Cayman Islands. Yeah, I think I was. Yep.
No questions?
Q I guess you had agreed to shoo away the cat?
MR. MacKELCAN: Object to the form.
A Yes, absolutely. They don't want the cat over. They don't want us to do anything. We'll shoo him away.
(Exhibit No. 12, E-mail chain, dated December 2, 2011, is marked for identification.)
Q This would be later that same day, December 2nd, 2011, from Mr. Dawson.
A Okay. So he sent this to me. By the way, don't -- oh. I would suggest --
Okay. Let me read this. Okay, yeah. I read this.
Q Did you, I guess, threaten to arrest Mrs. Dawson?
A No.
Q You didn't?
A Mrs. Dawson?
Q Right. Kateri Dawson.
A No. Why would I do that?
Q You never threatened to have her arrested?
A That's not what you said. Ask your question,

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and then I'll answer it.
Q Did you ever threaten to have Mrs. Dawson arrested?
A Yes, I did. Many occasions.
Q Let's go through those occasions.
A Go ahead.
Q Let's start with the first one.
A I can't remember the dates and times, but when she was trespassing, she was put on no trespass notice by Team 4, Charleston Police Department.
Q And what was the incident for putting her on trespass --
A The first thing was all the chairs that she folded up and put up against my back door, which I have a photo of, which I don't have anymore, but --
Q But you had a photograph?
A I had a photo of it, yeah.
Q You don't have it anymore?
A No. Lost it all. Gone. Wish I had it. My neighbor was watching our cats, and she took all these chairs -- folding chairs, folded them up, and put them up against my back screen door.
Q Do you know when that happened?
A Yeah. We were in the Cayman Islands. Our neighbor, who was watching the cats, told us about it.

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Q And so you called the police?
A When we got back.
Q And what did you do? You called the police, and tell me what happened.
A I called the police and said, Look, she's on the property. We told her --
We're down in the Cayman Islands. Told her not to go on the property until I get back. We'll figure something out. What else do you do? Okay. So they have a letter on file there on Team 4 that Mr. Dawson and Mrs. Dawson are both on no trespass. And it started off --
Q Say it again.
A No. Go ahead. I'm done.
Q No. Just --
A Nothing.
Q Is that Team 4?
A Yeah.
Q Do you know who the officer is that came out?
A No, I can't remember. Again, you're talking two, three years ago.
Q Were there any other occasions where you threatened to have Mrs. Dawson --
A Threatened?
Q Yeah.

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A As far as what?
Q Did you ever ask or threaten or proceed to have Mrs. Dawson arrested?
A If she was trespassing, yes. I can't tell you when or where, but she was well aware if they would trespass, I would be calling the police.
Q Other than that occasion about the folding chair, was there any other occasion --
A No.
Q Just --
A Not that I can recall, no.
Q Just that one occasion?
A From what I can recall, correct.
Q And do you know why she went on the property?
A I have no idea.
Q Okay. Do you know that she went on the property to retrieve their cat?
A I have no idea.
Q Okay.
(Exhibit No. 13, E-mail chain, dated December 2, 2011, is marked for identification.)
Q This is just a sequence of E-mails that are similar to the ones we just went over. I guess what I want to understand, is that you're still in the Cayman Islands?

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A Yeah, I believe so, with that phone number. Yep.
Q That's what I was going to ask you.
A Yes.
Q Be an international number?
A I don't own the phone company. I have no idea. That's the phone they gave us when we got there. Is it international? I have no idea.
Q Gotcha.
A I have no clue.
Q Did you talk with Mr. Dawson later on?
A Later on that day? that night? that week? this year?
Q Later on that day.
A I don't recall if I did or didn't. As you can see, there was a lot of correspondence going on. Trying to recall when and where I talked to somebody three years ago is going to be difficult.
(Exhibit No. 14, E-mail chain, dated December 2, 2011, is marked for identification.)
Q This is -- the last part of it is an E-mail from you to Mr. Dawson.
A And the "last part," when you're saying -- where? At the top?
Q At the top.

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A Okay.
Q It's a string of E-mails that --
A Okay.
Q -- we kind of already discussed. You're saying: I would really like to politely discuss with you. We need to come to an agreement as we are hopefully still neighbors. At least let's discuss --
A That's exactly what I wrote, correct.
MR. FERDERIGOS: Hey, Joe -- not to interrupt. I don't know if we've ever seen this E-mail before. Are there other E-mails we haven't seen? I mean, that's fine. I want you to ask all your questions. But at the end of the deposition, if we could just get a copy of whatever additional E-mails that haven't been produced yet. I mean, it doesn't have to be today.
MR. CONDON: Gotcha. I thought I produced it.
A I'm just going to read this out loud. I don't know if they had heard what you said. It says: Okay. I really would like to politely discuss with you, comma, we need to come up with an agreement as we are hopefully still neighbors, period. At least let's discuss why you are upset with us, as we thought everyone was moving forward.
And this was December 2nd.
Q Right.

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A At the point where we were still confused of what is going on.
Q Uh-huh. And are you in the Cayman Islands at that point?
A Yes. That being sent from my iPad, I believe. So. . .
(Exhibit No. 15, E-mail chain, dated December 2, 2011, is marked for identification.)
Q Later that same day, December 2nd, 2011, I guess it would have been an E-mail to you from Mr. Dawson.
A Okay. Where are you reading? The top?
Q Right.
A Okay. Your question?
Q Question is, that he was asking you: You know, if you keep, you know, feeding him and still providing the bed, you know -- what he was asking is, keep the door closed so he had no problem, you know, finding who his real home is and his real bed.
A What's your question?
Q The question is, is there a reason why you kept the door open?
A Well, we've covered that already.
Q Okay. And that was because of the cat clawing on the screen porch?

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A Correct.
You're not going to read the rest of this good stuff?
Q I thought it was covered in other E-mails.
A There's some good stuff in there. Okay.
(Exhibit No. 16, E-mail chain, dated December 2, 2011, is marked for identification.)
A Question, sir?
Q Okay. This is an E-mail to you from Mr. Dawson in terms of: We do need to air everything out. Yes, I see the door is secure. We don't have a problem with you interacting with our cat, but he needs to learn to stay where he already has food and shelter for the last eight years -- eight plus years. Over time, Whiskers will learn not to go over to your property for food and bedding.
A Your question, sir?
Q Is this when you were still in the Cayman Islands?
A I believe it was. In fact, I even said the same thing to him in an E-mail, if you look back. It's going to take some time. You can't just -- cat's been over there for -- before we moved in, the cat was going to that house; okay? Before we moved in and bought the house, the cat was going to that house.

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Q The prior owners?
A Correct. So we didn't have a problem with the cat. I don't know why you do, but. . .
(Exhibit No. 17, E-mail chain, dated December 7, 2011, is marked for identification.)
A What part of this do you want me to read? I'm not going to read the whole thing.
Q December 7th, you know, Mr. Dawson is writing to you about --
A I'm sorry. Where are you at?
Q The December 7th, 2011.
A December 7th? Oh, down here at the bottom?
Q No, at the middle.
A Okay. I gotcha. Okay.
This was an E-mail to me from Matt.
Q Correct.
A Okay.
Q Okay.
A I'm not even sure what the purpose of this E-mail was. I've got to back up here.
Q Okay.
A What was this for? Why would he send this to me? What were we doing with all this? I don't understand what -- why was he sending this E-mail to me?

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Q I guess he was trying to see if y'all could work it out.
A So I wrote him: Please give me a call here, and we can discuss on the phone. Oh, okay. Hang on. Oh, boy. Okay. This is a good E-mail.
Q Did -- was it Ravenel that created the problem between you and the Dawsons?
A Not in the least, no.
MR. FERDERIGOS: Object to the form.
A I'm sorry. No, not at all.
Q Not at all? Them disclosing the name of the complainant to you did not create problems for you?
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Object to the form.
Can we agree that one objection is an objection for all the Defendants?
MR. CONDON: Yeah, that would be fine.
A No, not at all.
Q So Ravenel didn't do nothing wrong?
A Nothing.
Q Nothing? I guess, you do remember receiving that letter saying they're sorry for their breach of confidentiality?
MR. FERDERIGOS: Object to the form.
A And the one back in here where they

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apologized?
Q Yes.
A Yeah, I remember seeing that. Correct, yeah.
Q Did you think they apologized because they didn't do anything wrong, or did they apologize because they did do something wrong?
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Object to the form.
A I don't have an opinion on why they apologized. I wouldn't know. You would have to ask them.
Q But it was an apology?
MR. FERDERIGOS: Object to the form.
A It was a letter that said that.
Q Yeah.
A I can't answer for them. I don't know.
Q It was an apology sent to you and the Dawsons?
A It was an apology letter written. Now, to me, I received it, yes. But you're asking me -- I can't answer for them.
Q Okay.
A I don't know what their intent was, what their mood was.
(Exhibit No. 18, Letter, dated December 8, 2011, is marked for identification.)

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Q Do you remember seeing that E-mail?
A Yes, I do.
Q Okay. Was that something both you and Virginia --
A Without reading the whole thing, I would say probably both sat down and wrote it together.
(Pause in proceedings.)
Q Okay. In this E-mail, were you planning to meet with the Dawsons, or had you already met with them prior to that E-mail?
A I have no idea. We requested them to call. They did not call. This is our final E-mail -- so, no, I don't know. I can't answer that question. I don't think we met with them. I don't recall. I don't remember. But...
Q What I mean, in the foyer, or anything like that? There's --
A I do know that we went over there one time and knocked on their door, and they invited us in, and we tried to talk. I don't remember if that was before this, after this, middle of this. I couldn't tell you.
Q I guess what I'm trying to understand is, that you wanted to meet one more time to make sure we are clear about all this. What would have been the purpose of that meeting?

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A I'm sorry. Let me find out where you're reading so I can answer your question.
Did you find it?
Q Yeah. It's on the second-to-last paragraph.
A Second to the last paragraph. The last page?
Q Correct. Not the last page.
A No, I got it. I got it. Yeah, I think our intent was to try to meet with them -- as you can see, of the string of E-mails, maybe to possibly meet with them one more time so we can verbally, face-to-face discuss to maybe put an end to all this. Look, you live there; we live here. Just move on with your life. You be happy; we be happy. Move on. I believe that was our intent.
Q So the intent was to meet and just --
A Discuss.
Q -- just --
A We're going to be neighbors. Just leave us alone. We'll leave you alone. I think that was our intent, to finally try to get closure to all of this.
Q Now, did you ever discern who -- the SUV that had parked in your driveway --
A No. That was brought up to -- my neighbor was driving down the road, lived in the subdivision, stopped at the corner -- or he had to stop at a

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stop sign, visually saw an SUV in my driveway, with Mr. Dawson. And I do believe -- from what he said, he felt -- he felt, if I can remember, they were inspecting my fence. Somebody was looking at the fence, pointing at it or whatever, referencing the fence, from what he could see from his driver's seat, from the steering wheel, in a car, at a stop sign, a few blocks -- couple of house blocks down.

Q Do you know if it was actually Mr. Dawson?

A He described him. And he knows Mr. Dawson personally. He described Mr. Dawson.

Q Who was that?

A I can't tell you that. The person moved out of state.

Q Do you know his name?

A No, I can't remember his name. No, I can't remember his name.

Q How did you know him?

A I used to work with him. Did some volunteer work. Let me think about it. Maybe I'll come up with it later.

Q Meaning, you don't want to disclose that name?

A No. I just don't remember his name at this moment. He moved away.

Q But you worked with him for a number of years?

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A No, I never said that. I never said I worked with him for a number of years.

Q You worked with him?

A Did some work, and I volunteered with him. I do volunteer work with a lot of things. And a lot of people -- I've been doing volunteer work with one organization for over four years, and I still don't know people's names.

Q What's the name of that volunteer group?

A I'm not going to do that. I don't know that either.

Q You don't?

A Doesn't matter.

Q Yes, it does matter.

A No, it doesn't. It doesn't matter what I do in volunteer.

Q Sure, it does.

A No, it doesn't. How do you figure?

Q Yeah. If you've got people that you volunteer with, I --

A No, I don't. Yeah. No.

Q -- I don't want those sitting --

A I may volunteer, walk up and down the road and pick up trash. It doesn't matter. I don't know people that I -- that I associate with. I don't know their

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names. I see them as people. I don't know their names.

Q Okay. What groups have you volunteered with?

A I used to be a community services officer, Charleston Police Department, I used to volunteer as a South Carolina state constable.

Q Are you a constable now?

A No.

Q Is there a reason why?

A Yes. I don't do that anymore. Not a paid job. It was volunteer.

Q What would you do as a constable?

A I don't understand your question.

Q What is the function of your job of a constable?

A To assist law enforcement officers.

Q You didn't work for a magistrate or anything like that?

A No. I don't think -- no, we don't work for anybody. It's nonpaid, volunteer position.

Q Okay.

A Yeah.

Q Did you -- y'all have any meeting after this December 8th, 2011, E-mail?

A When you say "y'all," who are you talking

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about?

Q You and the Dawsons.

A I have no idea. Could be. I don't remember. There's so much correspondence back and forth. Like I mentioned to you before, all the E-mails, text messages, phone calls, could be, could not be. I have no idea. I don't remember.

Q But you don't have any of those E-mails that --

A You asked that right at the beginning.

Q And you have none?

A And what was my answer?

Q Well, I'm not going to tell you what your answer is, but I just want --

A My answer is going to be the same thing.

Q You refer to them all the time --

THE COURT REPORTER: You'll have to speak one at a time.

A My answer is: I don't have anything anymore.

(Exhibit No. 19, E-mail, dated December 12, 2011, is marked for identification.)

Q Do you remember seeing that?

A Oh, absolutely. I love this one.

Q Do you understand why Mr. Dawson was upset?

A No.

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Q You don't have any idea?
A (The deponent moves head from side to side.)
Q In a prior E-mail, you talk about arresting him if they go on your property.
A We've got to follow the thread here. Where is it going here?
Q In the prior E-mail --
A Yes. Yes, that is correct. Oh, I did. They are well aware and put on no trespass at Team 4. And also told by the sergeant that they are not to contact us in any way, shape, or form.
Q Okay.
A So you're saying that because of this E-mail, he wrote this?
Q Right.
A That's not why he did this, I don't think.
Q That's not why he wrote that E-mail?
A I don't think so.
Q Is it --
A Hang on. Hang on. Let me go through the -- it here.
Q The time.
A Yeah. Thursday, December 8th. This was 11:57. And he wrote this -- so you're saying that he got this -- okay -- and then wrote that. Okay. I

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don't have any problem with that. That's very possible. Yeah. Very nice E-mail I wrote, yeah.
Q But, you know, you say you want to meet with the Dawsons and then end up not meeting with the Dawsons.
A That's correct.
Q But I guess what I'm trying to figure out, one minute you want to meet with them and the next minute it doesn't happen.
A That's correct. Yeah. Yeah. Whatever.
Q Were you upset when you got this Exhibit Number 19 E-mail?
A Was I upset? No. I laughed. I was actually historical laughing. It was funny.
Q Your feelings weren't hurt or anything?
A Not one bit, no. Okay. This is the way he wants to end it, we'll just end it this way.
I'm just going to make sure I understand this. You motherfucker, Dave -- capital DAVE -- I work all the day, unlike you.
I don't know what it has to do with anything.
So sorry I didn't call you. Ridiculous letter. Didn't even want to talk to you. By the way, you feed Whiskers.
Which is the cat.

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You even bought food and a damn bed. How dare you say we go over and feed him snacks.
Well, you do because you left a snack, when you went to Vegas, to feed him. I don't have --
I can't fucking believe what I just read. You are a damn asshole, and I can't even think. . .
Pause for a moment. I'm pausing.
You can take your codes and shove them up your ass.
Okay. I'll be sure to share that letter with everyone as it is ass backwards.
I'm not sure who he will share it to. Do you have any idea?
Q I get to ask questions, Mr. Makara.
A Your fence was approved by the ARB, but it does not meet the ARB guidelines.
Well, one E-mail he said he likes the fence; now he's saying he doesn't like the fence. I'm confused by that.
Q Were you feelings hurt --
A Hang on. One says the fence is okay, it's fine. He likes the fence. And here, he doesn't like the fence. Huh? Shed violates ARB guidelines.
No. It's been grandfathered in.
Okay. What was your question?

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Q Were your feelings hurt by that --
A No. No. I thought it was kind of funny.
Q And that kind of language you're kind of used to?
A Oh, yeah. Like I said, we sat out behind my house. Nothing offensive there.
Q As a gathering place, you sat around and used that kind of language all the time?
A Yes.
Q Okay. So it didn't hurt your feelings?
A No.
Q Didn't upset you?
A No.
Q Did you share that E-mail with anybody?
A I don't recall. I'm sure my girlfriend saw it.
Q Okay.
A I'm sure it was shared with anybody else I felt necessary. I think the board got it. I sent that to the board, a copy, my grievance with them.
Q You sure about that?
A No. But I think I did.
Q Okay. We'll get to that.
A Yeah.
Q Okay.

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(Exhibit No. 20, E-mail, dated December 8, 2011, is marked for identification.)
A Okay. What's your question?
Q I guess you remember getting this E-mail?
A Yep.
Q Okay. I just -- do you have any idea --
A This is a good E-mail. You can't just skip it.
Q Well, you have no idea who you're referring to about the SUV. Do you have any idea who was in that SUV?
A No, I don't. But you're missing some good stuff. It's none of my business, but. . .
Q That someone --
A Section 16-11-620, you're not going to read any of that?
Q It's just part of the E-mail. It's for the record.
A It's important.
Q If someone has a legal excuse to go on the property to get their property --
A If they're on no trespass and it's marked -- and you're an attorney -- the answer is no.
Q Even to get their own property?
A Even to get their own property.

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(Exhibit No. 21, E-mail, dated December 8, 2011, is marked for identification.)
Q Do you recognize that E-mail?
A Yes, I do.
Q Okay. First of all, who is Brian --
A Brian Cence was the ARB chair, Village Green Homeowners Association.
Q For what time period?
A I don't know. You'd have to ask him.
Q Is he still at Village Green?
A Your question?
Q Is Mr. Cence still at Village Green? Does he still live in there?
A I don't know. How would I know that?
Q Have you talked to him recently?
A Oh, you didn't ask that question. You asked me if he still lives in Village Green. I have no idea.
Q Have you talked to him recently?
A No, I have not.
Q When was the last time you talked to him?
A Probably around this time frame.
Q When you have something grandfathered in, how do you document that it's been grandfathered in?
A I don't know. I'm not on the ARB. I don't know anything about that.

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Q You don't know anything about that?
A No.
Q But then, you were president?
A That's correct.
Q But it wouldn't have been any type of motion or form being submitted?
A Not that I'm aware of. I have no idea.
Q So someone could just say it's been grandfathered in?
MR. MacKELCAN: Object to the form.
A I think it would be --
Q Go ahead.
A I think it would be the ARB people that do that. I have no idea. I'm not on the ARB, chair, or know anything about that. We did not get any stuff sent to us directly. It always went to the ARB first for approval. So I have no idea. I can't answer that question.
Q So you don't know if there was a form sent in that grandfathered in, say, anybody's shed?
MR. MacKELCAN: Object to the form.
Q You can answer.
A Yeah. You asked me that three times, and I don't know why you keep repeating yourself. I don't know.

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Q Do you know of any process of grandfathering in?
A I have no idea what their process is.
Q Okay. After December 8th, did you have any contact with either Katari or Matt Dawson, 2011?
A I can't tell you whether I have or haven't, because, again, with the string of E-mails, text messages, and phone calls, I have no idea of a timeline. I didn't keep a notebook. But there's been many communications prior to, before, and after the fact. The only time was when he was in violation of trespassing, when I had to call the police on him, four times.
Q Four times?
A To pick him up.
Q Okay.
A One time -- actually, the police were called on us for -- the call was coded as a voyeurism complaint, because of our security cameras. That's what we were told by the officers that responded. And we called back and had them come back and talk to us. We were, like, voyeurism complaint of security cameras? I don't understand that. But they walked the property and looked at. Which, they were pointing. They were all at my property. Nothing there to worry about.

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So we -- there, they were called. They were called -- one time, he came over and knocked on our front door. I have no idea why. We called the police immediately. What we were told to do by the magistrate court. We were trying to get a restraining order. They said keep calling the police, and you've got to have -- you know, so we did.

And then another time, we -- gosh, whatever it was. He did the photo thing again. I called, they came over, he ran inside, they knocked on his door, and he wouldn't come out.

Q When was that?

A That was a while ago. I can't remember.

Q Okay. That's three.

A And then the other day, I called -- called the police when he stopped in front of my house, which you are aware of, again, took a photo of my truck. Why? I don't know. Maybe because you told him to.

Called down there, and they said just go to Team 4. And here we go again, nothing is going to get done. So I just gave up. I didn't bother. They were just going to come up, gave me a case number, go knock on his door, and then nothing was going to happen. He wasn't going to answer. So I just gave up on it. Calling you, I think, did -- has gotten the point

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across.

Q Well, this last incident was -- was he on your property?

A No, he was not. But he pulled right out in front of my house, stopped his car, with his camera, again, took photos of my house again. Talk about -- you know, to me, voyeurism -- I don't understand. That may be -- not following that term. But I'm standing right in my doorway. Why would he start taking photos?

Q Do you have security cameras on your house now?

A Yes, I do.

Q How many?

A I don't know. I'll have to count.

Q Okay. Are they pointed towards the Dawsons?

A No, they're not. They're pointed towards my property line, to protect my property. Like a lot of other homeowners have in Village Green.

Q And you don't know how many there are?

A No, not off the top of my head.

Q Okay. Do you have them all the way around your house?

A Not sure. I think one may be out -- actually is being sent -- one is inoperative and getting a new one, coming in the mail.

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Q When you operate those cameras, what do you actually see? You must, you know, see something on a daily basis.

A I see my yard.

Q Okay.

A My car.

Q And?

A And --

Q Do you record it?

A I don't record it, no.

Q Does someone else record it?

A Nope.

Q Is it ever saved?

A Nope.

Q So there's no storage or anything like that --

A (The deponent moves head from side to side.)

Q -- of any incidents or anything like that?

A No. Not unless I'm operating them incorrectly. I can't get anything off of them.

Q You can't?

A No.

Q So why do you use them, then?

A So I can sit there and watch my property when I get an alert.

Q What do you mean?

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A I'm not going to go into details how my cameras work, because then they're going to know how they work, and here we go again. I have a reason why there's an officer here, for my safety and my safety around my house. I'm not going to get into details about my security system. I can tell you that right now.

Q You're not?

A No, I'm not.

Q But there is an alert on your cameras when something happens, I guess?

A I plead the Fifth. Not going to discuss my security system with you.

Q I don't think that's a --

A Whatever. I don't care. That's good. I like it. I like that term. I'm not going to discuss my secrecy of my security system with you for my safety.

Q Let's certify that question.

A We've been through this.

Q We have?

A Yeah, we have. We've had discussion about my safety.

Q Okay.

A And you just ignore them.

Q And you're afraid of the Dawsons because of

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why?
A Because that's the way I feel.
Q That's how you feel?
A That's correct. I have a right to have a feeling like that.
Q Has anybody made any threats to you, against you?
A Ask -- did you say did Mr. Dawson ever make any threats to me?
Q Yeah.
A Did he ever bow up on me? Get into a fighting stance? Clutching fists?
Q Right.
A Get into a fighting stance with me?
Q Did he?
A Yes.
Q When?
A Quite some time ago. I don't know dates. It just so happened my ex-girlfriend was pulling in the driveway at the time. And then he just got done texting me, saying: Take your cameras down now.
Q Is that -- that's what the text said?
A Yep. Take your cameras down, or something like that. And went out and said: Stay off my property. You were told by Team 4 you are not to

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contact us in any way, shape, or form. And stay off the property. Here he is doing it again. Then he started doing this little dancing over the property line. I'm on; I'm off. Like, Dude, stop. Lowered his shoulder, crunched his fists, got into a stance. And then my girlfriend pulled in, and he backed off.
Q But you weren't in an equal combative move yourself?
A No.
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A No. Other than being stern with voice commands, telling him to stay off my property, and no contact.
Q Did you threaten to arrest him that day?
A Yes, I did.
Q As a constable, could you have arrested him?
A At the time, yes, I could have. He was breaking the law.
Q Okay. And you would have arrested him for what?
A Trespassing and assault and battery.
Q Did he in any way touch you?
A Do you know what assault and battery is?
Q I know what it is.

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A Okay. That's the -- the definition of assault and battery was there.
Q Okay. And why didn't you arrest him?
A Because he stopped.
Q Any other instance where you felt threatened by the Dawsons?
A Every time he's around photographing me, I feel very uncomfortable.
Q And the cameras that you have --
A You asked that question. I'm not going to discuss them.
Q You're not?
A No.
Q Okay. And they're only pointed on your property?
A Just like everybody else has a home security system, that is correct.
Q Did you talk to Bob Cherry about getting on the agenda for making a complaint against the Dawsons?
A Yes, I think I did. Yeah. "We." We did, yes. We, the other homeowners, yes.
Q And did you talk to Mr. Cherry about anything other than just being on the agenda?
A From what I can recall, no. I don't remember anything other than that.

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Q Did you talk to him about the Dawsons or anything --
A Not that I can recall. It was a long time ago.
Q Okay.
MR. MacKELCAN: Can we take a quick, short break? Two-minute? Three-minute break?
MR. CONDON: Yeah.
(A discussion is held off the record.)
(A break is taken at 12:13 p.m. until 12:22 p.m.)
Q Mr. Matara, we're going to keep proceeding, okay?
A Absolutely. Yes.
Q Let's say between December 8th and March the 19th, 2012, was there any contact between you and the Dawsons?
A What was the dates again?
Q December 8th, 2011, to March the --
A Could be. I have no idea. I doubt it. I think we pretty much gave up at that point. But I have no idea. I don't remember. Yeah, I don't remember. A lot of E-mails back and forth.
Q Sorry?
A Lot of E-mails back and forth. I can't

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remember dates and times. I can't remember what I ate for dinner last week, right, sometimes. You can understand that?
Q And, obviously, you didn't save any of those E-mails or anything like that?
A You really want me to answer that?
Q Yeah.
A Unfortunately, I don't have anything for you.
Q Okay. But you did for the other attorneys involved in this case?
A Yes. Everything is gone now. Maybe -- maybe when she moved out, maybe she took them. I don't have any.
Q Who? Virginia?
A Yeah.
(Exhibit No. 22, E-mail, dated March 19, 2012, is marked for identification.)
Q I guess that's you asking Bob Cherry to put you on the agenda?
A Yep. I remember this. Yeah.
Q Okay.
A Very good. I remember that one.
(Exhibit No. 23, Letter to the board members, dated March 19, 2012, is marked for identification.)
A I remember this.

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Q Okay.
A Oh, yeah. Very well.
Q Okay.
A I'll have to read it, but I remember it.
Q Yeah, please read it.
(Pause in proceedings.)
A I'll read this tactfully. I just find it comical.
I see who wears the pants in the family.
I just want to say that for the record.
Then it says: Please submit ARB form for approval of the cameras or lights you just installed. All additions must run through the ARB.
They're already pre-approved.
And I wrote: Who is this?
ARB chair.
Why would the ARB chair be contacting me directly?
Okay. Okay. I've read all that.
Q Okay. On Exhibit Number 23 --
A Yes.
Q -- this was a document that was submitted to the Village Green Homeowners Association board?
A Correct.
Q Okay.

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THE COURT REPORTER: Hold on one moment, please.
(Technical problem.)
THE COURT REPORTER: All right. I'm back with you. Sorry. Thank you very much.
Q There weren't any other documents submitted to the board other than this --
A I guess, I --
MR. MacKELCAN: Object to the form.
Q You can answer it.
A Yeah. I'm going to answer it. This is all that I remember giving them. I don't remember anything else. There could have been, but I don't remember.
Q But as far as you know --
A As far as I can recall, yeah.
Q -- that was the only documents submitted to the board of directors?
A God. I'm not [sic] an intelligent man. I don't know why you have to keep repeating yourself. I'm sorry, but I answered your question.
Q Okay. And the answer is what? This is all you submitted to the ARB --
A That's not what I --
MR. MacKELCAN: Object to the form.
A I answered your question. That's not...

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Q After March 19th, 2012, would you have had any further contact with the board of directors of Village Green?
A I don't recall, but it's very possible with all this going on. I'm sure. But I don't recall any specific conversations, dates, times, or anything. It is possible.
Q Okay. But there weren't any E-mails that --
A I'm not saying there was; I'm not saying that there wasn't. I don't know. I don't remember.
Q Okay. So as far as you remember, after March 19th, 2012, there wasn't any further contact with the board?
MR. MacKELCAN: Object to the form.
A That's not what I said. I said I don't remember. There could be. I'm sure there must have been with all this going on, if we made contact. I don't know. I don't remember.
THE COURT REPORTER: Mr. Condon, I need to reboot. I'm sorry.
MR. CONDON: Okay.
(Pause in proceedings.)
(Exhibit No. 24, Letter dated April 1, 2012, and Special Meeting Minutes of March 26, 2012, is marked for identification.)

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Q Do you remember receiving this letter?
A I do.
Q Okay.
A Let me just read it real quick.
I do remember this letter. I did not read the minutes or anything. I don't think I got those. But . .
I'm ready for you. I'm just browsing.
Q Let me ask you. Did you have any contact with Shawn Toole about the Exhibit Number 23, the prior exhibit?
A This here? Did I have any contact with him?
Q I'm talking about the prior one, Number 23. This one.
A If he was present at the meeting, when that was presented to the board.
Q That would have been the only contact with Shawn Toole.
A That would have been the only contact with Shawn Toole. I don't know Shawn. I don't know him. I don't call him or anything.
Q How about Heather McKelvey?
A Who?
Q Heather McKelvey.
A Don't know her.

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Q Okay. Nadine Evans?
A Don't know her. Well, I know her name, but I don't really know her.
Q Bob Borregard?
A I know Bob Borregard. I think he was on the board when I was on the board. I can't remember. I know of them, but I haven't contacted them.
Q Did any of them contact you about --
A No. No. I just got that. Not -- excuse me, this.
Q And so no board member followed up with any conversations with you after -- with regard to Exhibit --
A Not that I --
MR. MacKELCAN: Object to the form.
Q You can answer.
A Oh, sure, I can. Not that I recall. I think we just got this in the mail. I don't remember them ever sending an E-mail or calling or anything, not that I'm aware of. Again, we're talking years ago.
Q Other than that Exhibit Number 23, which was this one --
A Uh-huh.
Q -- you would not have sent to the board any other material?

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A I would have -- not have sent them any other materials?
Q Right. Would you have sent --
A I don't know. I don't know whether I would or wouldn't have. Unless they may have asked for something. I don't recall. I don't know.
Q How about Evan Thornton, have any contact with him?
A Nope.
Q Laura Deaton?
A Nope.
Q I guess at one point you were represented by Eric Durand?
A Correct. We hired Eric to review our issue.
Q Okay.
A He's an attorney, in case you didn't know.
(Exhibit No. 25, Letter from Eric Durand, Attorney at Law, to Ravenel Associates, dated April 12, 2012, is marked for identification.)
A Okay.
Q Did you ever receive any further correspondence from the board ensuring that your -- that your property was in compliance with all --
A I'm sorry? What was your question?
Q This last sentence of this middle paragraph.

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Did you ever receive anything certifying that your property was in compliance with all HOA regulations?
A Hold on a second. Let me read it real quick.
Q Okay.
(Pause in proceedings.)
A Yeah, there may be. I don't recall at this moment whether we got something. Again, our house was in compliance. There was never an issue to begin with. So I don't know if they sent anything and said, hey, you've been fined or not. I don't recall receiving anything, but it's very possible.
Q Why ask for it if you were in compliance?
A Excuse me?
Q Why ask for certification --
A I didn't ask for it. My attorney probably did. That's lawyer stuff. I don't know.
(Exhibit No. 26, E-mail, dated April 15, 2012, is marked for identification.)
Q Okay. Did you have a camera showing who threw a beer bottle in your backyard?
A Yes, we did. We saw it. We watched it live.
Q And what did you do with that?
A What did I do with what?
Q The video.
A We covered that. It doesn't record. We

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watched it live.
Q Live. And who threw the beer bottle?
A Mr. Chris Craven, the former president of the HOA.
That's it? We done with that?
Q That's it on that. Did you ever contact Mr. Craven?
A No, not with all this going on. He hangs out over there. We're not going to talk with him, no.
(Exhibit No. 27, Envelope, is marked for identification.)
A An envelope?
Q An envelope. Do you recognize that envelope?
A No.
Q Ever seen it?
A Nope.
Q Okay. Do you know of anybody that would send a package to Lincoln Electric?
A I don't even know what it is.
Q So you don't know anything about a package being sent to Lincoln Electric, office of the president?
A No. I have no idea what that is and why you're showing me an envelope.
Q Do you know of anybody that sent the package

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to Lincoln Electric?
A I don't know what it is, no. I don't know what you're talking about.
Q It would have been a package to Lincoln Electric with some pleadings in it.
A With what in it?
Q With pleadings.
A What's a pleading?
Q A summons and complaint.
A A what?
Q A summons and complaint.
A Oh.
Q You don't know --
A No.
Q Okay. It would have been this document.
A No.
Q You don't know anything about it?
A No. What's in there again?
(Document is handed to the deponent.)
A Oh, this is their lawsuit. No.
(Document is handed back to the lawyer.)
(Exhibit No. 28, Ravenel Associates, General Contact Form, is marked for identification.)
Q Do you recognize that?
A No. I don't think so. What is it? Oh, this

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is that web-based complaint, maybe. I have no idea what this is.
Q You don't?
A No.
Q Ever gone to the website of Ravenel Associates?
A No.
Q Do you know of anyone who has?
A Nope. I didn't even go on my own HOA website. I don't do websites. I don't know anything about this. I'm not computer friendly.
(Exhibit No. 29, birthday card, is marked for identification.)
A Oh, I get a teddy bear. Why am I getting a first birthday card?
Q Do you recognize it?
A No. I recognize Winnie the Pooh. Wait. And Piglet too. But I don't recognize what it is.
Q Is that your signature below the right-hand side?
A Happy birthday -- not my signature, no.
Q That's not?
A No.
Q Dave?
A Happy birthday, Matt. What is that from?

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Dave?
Q Dave, Virginia, and Whiskers.
A No, that's not my signature. Not my signature.
Q Okay. You think Virginia could have sent that?
A You'd have to ask her. I can't answer for her.
Q What signs are in your yard right now?
A What signs are in my yard right now? In my yard?
Q In your yard and in your windows.
A Oh, you're asking two different questions. Why don't you just ask the question you want to really ask?
Q Okay. Let's start with the yard.
A Yeah, I have a security sign.
Q In your yard?
A Yes, like everybody else that has paid security systems.
Q Okay.
A Yeah. Where you have, if you kick the door or something, the alarm will go off.
Q Do you have any signs in your window?
A Yes, I do.

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Q And what does it say?
A I don't know. Just security cameras are in use.
Q Do you have any other signs, like, say on your fence or --
A No.
Q Okay. Do you have any handcuffs hanging --
A Yes, I do. Yes. Those are my handcuffs.
Q Okay. And is there a reason why you --
A My fence. I like my handcuffs hanging there. No other reason.
Q It wasn't to try to intimidate anybody?
A Intimidate who?
Q Say, the Dawsons.
A Why would I -- they're the ones intimidating me. I'm not sure --
Q And they have intimidated you, how?
A Wow. You want to start from the beginning?
Q Yes, I do.
A Okay. Let's come back in at ten o'clock.
You don't remember anything we've discussed over the last two and a half hours?
Q Yes, I do, but I just want you to enumerate why --
A Yeah, well, I'm not going to. The handcuffs

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are there because it's my fence. They're my handcuffs. They've been there for two years. I like them there. They're my decoration. That's it.
Q It's not there to intimidate anybody, like the Dawsons?
A Oh, I could think of better things to do if I wanted to intimidate them. They're my decoration.
Q And so you're afraid of the Dawsons?
A Yes.
Q Okay. And the reason you're afraid of them is because of why?
A Assault and battery, the photographs, the staring -- my poor girlfriend is out trying to wash her car out in the driveway, he just stops what he's doing and just stared at her and stared at her and stared at her. And she had to -- an injury. She's trying to get in her car, she just felt so uncomfortable. Sit home at night crying, scared to death.
Q You talking about Virginia?
A Yeah. That's who I'm exactly talking about. So, yes, I feel intimidated, scared, fearful.
Q Now, do you carry a concealed weapon?
A I don't discuss my weapons with anybody.
Q You don't?
A I don't discuss my weapons with anybody.

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Q Why?
A None of your business.
Q You don't discuss them with law enforcement?
A Unless I'm stopped.
Q Do you have a weapon on you right now?
A There's a sign out front. What does it say?
Q Right. No concealed weapons.
A It's an inappropriate posted sign, but that's beside the point. What does it say?
Q So the question is: Do you have a concealed weapon on you right now?
A Would I be breaking the law if I did? Of course. Well, technically not. It's not a federal building. And your improperly posted sign will still allow me to come in if I did have a weapon. But to answer your question, I do not have a weapon on me right now.
Q Okay. Why don't we take a break for lunch?
A I'm good. We can keep going.
Q Okay.
A Yeah, let's keep going. I'm good. Let's keep going. Your pile is getting thin.
Q I don't know about that.
Did you ever have an incident where you had to call animal control on --

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A Yes, I did.
Q On who?
A On who?
Q I mean, or what?
A Be more specific. You asked me a question, if I ever had to call animal control, and I said yes.
Q Okay. And you called because of what?
A Because I was scratched.
Q And did you seek medical attention?
A No.
Q And you were scratched by Whiskers?
A Yes.
Q And that's the cat that belongs to the Dawsons?
A That's correct.
Q Okay. And where were you scratched?
A Three scratches across my right hand.
Q And so you didn't seek any --
A No. No need for that.
Q So when you call animal control, you told them what?
A Well, I specifically said -- and he said that he could have wrote them a ticket. I said, no, no, no, no, not going to do that. I said, Look, we are not talking with them. All I need to know is just -- I

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just want to know if he had all his shots. That's all I care about. And then he's going on about how we have to quarantine the cat. And I'm, like, no, no, I don't want to do any of that. That's ridiculous. We're done. Stop. Forget the whole thing. I said, why don't you just go over and ask them if they had his shots. I can't talk to them. And, I guess, apparently that can't happen. Once you call animal control and there's a scratch, oh, my God, you think, you know, everybody's getting involved now. I have to agree, I think it was a little overkill. I just wanted them to ask a question. And it just got blew out of proportion. And so, anyway, I don't know what happened. They had to go over and talk to them or whatever. I don't know what they did with them. I just wanted to know if the cat had his shots. That's all I cared about. He's an outdoor cat, and that's all I needed to do. And I didn't care. No big deal.

Q Did -- were you playing with Whiskers --

A He was on the hood of my truck, and I was getting ready to leave. And I'm, like, come on, come on. And cats will be cats. So it's understandable. I don't care. I'm not upset about it. And kind of, like, pushed him a little bit, and this cat -- great personality cat. Would just look at you and say, no,

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I'm not going to move. Nice cat. Come on, you got to go. So I kind of picked him up, and, you know, cats will be cats. Just like: Eh, leave me alone. I don't want to go. That's all it was. But the cat was -- you know, he had very sharp claws. So that's it. I was, like, Oh, whatever, and just put him down on the ground and left.

So, then, well, wait a minute now. I'm thinking, oh, crap. I wonder if he had his shots. I don't know. He didn't have a collar or anything, so I don't know if he had shots. That's all I needed to know. And it got kind of -- I guess once you call, it gets way out of proportion. And, unfortunately, I did not want it to go to that point. I just wanted a simple question answered.

(Exhibit No. 30, photographs, is marked for identification.)

A Yes, I do recall this.

Q You do?

A Absolutely. I didn't take the photo, but, absolutely, I put those up.

Q Are they still up?

A No. You just asked me what signs were up at my house. We covered that.

Q Why did you take those signs down?

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A Well, geez, why not? I think I got my point across.

Q Did anybody specifically ask you to take these down?

A No.

Q No one from the board or from --

A No, they did not. But I'm sure at some point in time they would have probably told me to take them down. But they probably haven't gotten to that yet.

Q Why do you think that they would have told you to take them down --

MR. MacKELCAN: Object to the form.

Q Go ahead.

A Probably just because they're not in some rule, I'm sure, or violating or breaking by putting a sign up like that. Not sure, but I'm sure they probably would have said something.

Q But no one specifically --

A No. They weren't up that long. No. The property manager only come through once every two weeks per the contract. So somewhere during that two-week time frame, I probably took them down.

(Exhibit No. 31, photograph, is marked identification.) identification.)

Q What is that?

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A I didn't take it. What is it?

Q Is it a no trespass sign in your yard?

A Looks like my yard.

Q Is that sign still up?

A No. It's been gone for years.

Q Did anybody ask you specifically to take it down?

A Same question as before: No.

Q Uh-huh.

A As they only come through twice a week. And probably would have never saw that, because it's in the backyard.

Q Okay.

A I had a problem with somebody walking around the easement and coming on the property. So it's a properly posted sign.

Q Okay. But --

A Properly posted sign. Posted no trespassing, to keep people off.

Q Right. But you said it was taken down?

A That's correct. I took it down.

Q Because it wasn't properly --

A No. It was properly posted in the confines of the law for people to be put on notice for no trespassing. But if the HOA probably saw it -- I'm

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assuming that if they saw it, they probably would have said, Hey, take the sign down. I don't know. It was in the backyard. But I took it down before they said anything. So they may have said something; they may have not.

(Exhibit No. 32, photograph, is marked for identification.)

Q Do you recognize that?

A Yep. Property line pole. Somebody's photographing my little stick.

Q What is it?

A It's a little fiberglass stick to identify my property line.

Q Is that exactly where your property line is?

A That is exactly where my property -- from the photo, from what I'm looking at, without being there, I'm sure it's pretty darn close.

Q Okay. Does that stick illuminate at night?

A No. It's a fiberglass, orange stick.

Q Okay. But you would have posted that to show where your property line was?

A Oh, I would have posted -- no, I did.

Q Did.

A I put that there so I know where my property line is, especially when I mow the lawn, to stay on my

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side of the property.

(Exhibit No. 33, photograph, is marked for identification.)

Q Is that basically the same thing?

A Yep. There's a couple of them. Maybe I should put more up, now that I look at it. Not very well identified. There's a property marker over here. If they look real hard, they can find it.

Q That shows exactly where the property line is?

A Uh-huh.

(Exhibit No. 34, photograph, is marked for identification.)

A Man, he must love my fence. He takes a lot of pictures of it.

Q Is that a no trespass sign?

A That is a no trespass sign.

Q Is it still up?

A When were these taken?

Q I couldn't give you an exact date, but --

A Guess. Just give me a wild guess.

Q No, I'm not going to guess.

A Well, these were taken right after, probably, 2011, when I put them up, when we had a trespassing problem. So, no, they're not up.

Q Okay.

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(Exhibit No. 35, photograph, is marked for identification.)

A Very pretty photo. Yes.

Q What is that?

A That's my marker with a solar light on top.

Q What do you call it? A solar what?

A A solar light. It recharges the battery during the day.

Q Okay. Is that one of two?

A There could be more. Three or four. I don't know. Sometimes they get blown over, kids take them. I don't know. I had a few out there. Thank you for reminding me. I've got to put some more up now that I'm thinking about it.

Q But the main purpose of those is to mark your property line?

A Yes. Yes. I need to -- actually, at night, I want to see exactly where my property line is.

Q And the reason for that is because you're afraid of going on the Dawsons' property?

A I'm not afraid of going on their property, no.

Q But are you afraid of going on the Dawsons' property?

A You just asked me that. I said, no, I'm not afraid of going on the property. I know where I'm not

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going to go. It's the other way around.

Q The other way around, that you don't want the Dawsons going on your property?

A Correct. Or party-goers, stuff like that.

(Exhibit No. 36, photograph, is marked for identification.)

A Leaves.

Q Is that what that is?

A I think so.

Q It wouldn't be, like, dog poop?

A Oh. Yep. It's on my property.

Q And it's -- is it, I guess, dumped over your fence?

A I have no idea. It's on my property. It doesn't matter. It's on my property.

Q Do you know who does that?

A I don't know. It's not my property. Doesn't matter.

Q Okay. But somebody must dump it on your --

A I don't know. It's on my property. It doesn't matter. If I walk the dog on my side of that fence, it's on my property. The dog decides to go to the bathroom, it goes to the bathroom. It's on my property.

(Exhibit No. 37, photograph, is marked for

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identification.)
Q Do you recognize that?
A Yes, I do. Those are my decorations and my sign that you were talking about.
Q Okay. And those are up right now?
A Oh, absolutely. Oh, yeah. In fact, I'll probably change them to chrome.
Q Pardon me?
A I'll probably change those black ones to chrome ones. Shine a little better.
Q When you had that dispute with the Dawsons, did you -- what I'm talking about is, is what happened on March the 16th, 2012, where you had, apparently, a confrontation with them outside your property.
A No, it wasn't outside my property.
Q It was on your property?
A It was on my property line. It was a little dance, on, off, on, off.
Q Did you go and get your handcuffs?
A Oh, yes, I did. I was going to try to attempt to make an arrest, because he was assaulting me and battering me. Yes, that's correct.
Q Are those the same handcuffs that you displayed on March the 16th that are hanging on the fence?

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A No. Those are black. Like I said, I'll change them to chrome later. Better decoration.
Q And that's what you see it as, is a decoration?
A Yes.
Q You don't see it as a way to intimidate?
A No. It's a decoration. Those ones there are inoperative. Those are not even real.
Q They're just plastic?
A No. They're metal, but they're toy ones. They have no locking device or anything.
Q Uh-huh.
A I wouldn't hang my Smith and Wesson 300 up there. That's too much money.
(Exhibit No. 38, photograph, is marked for identification.)
A Okay.
Q You recognize that?
A Yeah. It's my poles again.
Q Okay. What is that black device in the ground?
A It's a solar light.
Q A solar light -- is it like those ones you put in your garden that kind of outlines where the garden is?

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A I guess you can put it wherever you want. It just sticks in the ground and recharges by sun.
Q Is the light pointed a certain way?
A Yeah. Looks like it's pointing out towards the front drainage pipe here.
Q It wouldn't be pointed towards the Dawsons' property?
A Oh, no. It's pointed out -- you see one here? You looking at that other one? They're supposed to light up my tree. And, apparently, maybe I was mowing the lawn, and I may have hit.
Q You've got one up front there?
A Yeah. You see it right here?
Q Yeah.
A Ah, amazing. They're supposed to light up my tree.
Q You mean in terms of your shrubs, you mean?
A I call it a tree. I don't know. Shrub, tree, whatever you want.
(Exhibit No. 39, photograph, is marked for identification.)
A Oh, there's the marker I was talking about. There it is.
Q And what --
A Oh, wait. This -- that's the one I -- who put

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that in there? No. That's a property marker.
Q Okay. Marker for what?
A My property. The property line. That's exactly 3 feet inside my property line.
What is he doing out on my property taking that photo?
You don't want to answer that question?
Q No. I get to answer [sic] the questions, Mr. Malara.
A Okay. I will contact the police when I leave here today. Can I have this photo?
Q No, not that one.
A Okay. Thank you.
(Exhibit No. 40, photograph, is marked for identification.)
Q Is that basically the same thing?
A Yep. Don't know where -- in the back. Yep.
Q Okay. Is there a marker in the top of that picture and a marker at the bottom?
A I can only see one.
Q You can only see one?
A Yeah, that's all I can see. You didn't see the other photo -- the other lamp; right? So sometimes we don't see things in photos. They're not very clear.
MR. FERDERIGOS: Joe, is Exhibit 39 and

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Exhibit 40 the same marker, or are they different markers?
MR. CONDON: Well, that's what I was trying to ask Mr. Malara.
A Yeah, I don't know. I didn't take the photo, I wasn't there. It was probably a long time ago.
Q Okay. Are these markers still in the ground?
A I have no idea. I haven't seen them.
(Exhibit No. 41, photograph, is marked for identification.)
Q Do you recognize that?
A Yeah. Fourteen-year-old girl in the front.
Q Is that you in the background?
A Yep.
Q Okay.
A That's me saying hello.
Q Would this be indicative of the gatherings you had?
A Yeah. I would say that's -- yeah.
Q Before November of 2011?
A Absolutely. It was a good time.
Q Y'all had a lot of good times?
A Good times. Memorable times.
Q Are there certain people that you don't associate with?

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A All of them. I don't even have to answer the question. I don't talk to anybody anymore.
Q You don't?
A Nope.
Q You don't have people come over, like, in the past?
A No. Nope. Don't talk to anybody. Nobody from that circle comes to my house.
Q Okay. And the reason why?
A I quit -- I don't know. Ask them.
Q Okay. Are they welcome to come to your house?
A No. This is Chris Craven. I think -- no. That guy -- no, that's not Chris. I don't know where Chris is. No, I don't talk to these people. So if I don't talk to people, why would I invite them in my house?
Q And why don't you talk to them?
A Are you serious in asking that question?
Q Yes.
A After all this, you're asking me a question of why I don't talk to those people?
Q Because they associate with the Dowsons?
A Correct.
Q When you were president of the Homeowners Association, did you ever review the contract that

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Ravenel had with --
A No, because they were hired before I was there.
Q So you never reviewed it?
A No. They were hired before I was there. And then January came, and they -- who is going to be president? I'm, like, oh, I guess I will be, if anybody doesn't care. So I was the president.
Q But you were not -- as president, you would not have reviewed the contract --
A No, I didn't read it.
Q You didn't?at all?
A I won't say I didn't read it. I didn't read it word for word. I looked it over. I have no idea, because I was not there during the signing. I didn't hire them. It was Chris Craven who hired them to sign them. He was the president.
Q Was there ever a process for -- a formal process for dealing with complaints?
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A I don't know. I really have no idea.
Q You have no idea?
A I don't think there was a formal process. I don't really know. I just know that we would deal with

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things as they came up during a meeting, what people knew. Most of the time, Bob Cherry would get them. That's what we paid them for.
Q Do you know if he ever disclosed details about each complaint? By that, I mean who the complainant was and things like that?
A I don't know. I do know at times we needed to know. I mean, who's doing what, this, and that. That was our job as the board. So can I say a specific time? No, I don't know.
Q Did the board ever ask specifically Bob Cherry to, say, disclose information?
A I have no idea.
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A Not that I'm aware of. I have no idea. Not that I recall.
Q So you don't know one way or the other?
A No. Sorry.
Q Okay. Are you familiar with, like, the covenants and conditions and restrictions?
A Vaguely.
Q Vaguely?
A Vaguely, yeah.
(Exhibit No. 42, Declaration of Covenants,

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Conditions, and Restrictions for Village Green Subdivision, is marked for identification.)
Q Did you ever review these?
A No.
Q You didn't?
A I don't think so.
Not unless we had an issue to look something up. I never looked at them. Yeah, they were filed years ago.
MR. MacKELCAN: Joe, can we take a break?
MR. CONDON: Yeah, we can take a break right after this.
Q Let's see where on -- well, it's on page 4, but it's like towards the end of the document.
A Page 4?
Q Yeah. It's like an amendment.
MR. FERDERIGOS: It's Article V at the bottom, Joe.
MR. CONDON: Actually, Section 10.
A I'm getting there. Page 4. I've got it.
Q You got it?
A Yeah.
Q Section 10. Sign boards. No sign board shall be displayed except "for rent" or "for sale," which sign shall not exceed 6 square feet in size. No more

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than two signs shall be displayed on one lot at the time. All signs must be of a design and locations approved by the Architectural Review Board.
Does that cover your --
A What are you talking about?
Q Okay.
A Where are you at now?
Q Section 10.
A Sign board. No sign board shall be displayed except "for rent" and "for sale," which shall not exceed -- not to exceed 6 square feet in size. No more than two signs shall be displayed on a lot.
What's your question?
Q Okay. Does that cover any of the signs that you have --
A I only have one sign outside my property. That's my security sign out front. A stick.
Q This doesn't cover any signs --
MR. MacKELCAN: Object to the form.
Q -- like, in your window or anything like that?
A Whatever is inside my house is inside my house, and this does not cover that. They can't control what's inside of my house. But thank you for bringing that up. I can make it bigger. I didn't realize that.

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Q Let's go to Section 26, on page 7.
A Okay.
Q Are you familiar with that section?
A Which one, Number 27?
Q Twenty-six.
A Okay.
Q Do you feel like your activity in any way is causing embarrassment, discomfort, annoyance, or nuisance to the neighborhood?
A And what activity would that be?
Q Say, the cameras pointing towards the Dawsons, the handcuffs --
A Well, hold on, hold on. The cameras are not pointing towards the Dawsons. We've cleared that up earlier. They're like everybody else's security cameras in Village Green. They cover my property.
Q Okay. What about the handcuffs?
A What about them? They're my decoration.
Q And the surveillance camera -- I mean -- excuse me -- camera and sign --
A What about my sign? It's on the side of the house. Nobody can see it unless you come out your garage door and look at it. And it's inside my window in my house in my kitchen, and that's -- I can do whatever I want in my house.

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Q And is that in any way to try to intimidate or frighten or harm --
A No. It is there to make notification that there's surveillance in use.
Q Okay. And the handcuffs are strictly decoration?
A Correct. Yeah.
MR. CONDON: We can take a few-minute break?
THE DEPONENT: We don't have to. I'm good. We can keep going.
MR. CONDON: I understand. We'll just be a few minutes?
THE DEPONENT: Okay.
(A break is taken from 1:18 p.m. until 1:38 p.m.)
Q Going back to these covenants -- declaration of covenants, Number 42. The sign boards. It talks about them being displayed.
A Uh-huh.
Q So a window sign would still be a display --
A No, it wouldn't.
MR. MacKELCAN: Object to the form. You can answer.
A Like I said, no, it doesn't. It's in my house, and it doesn't say "window." So you can contact

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whoever you need to contact, but this does not apply to my security signage in my window, in my kitchen, in my house. So they can do whatever they need to do. So. . .

I didn't know it was six square feet. Appreciate that. Can I have this -- a copy of it?

Q No.

A I can't have that?

Q No. That's a --

A Mind if I take a photo so I can memorize that when I get home? Thank you.

Q Let's go back to your Exhibit Number 23, if you could take that out.

A I don't know what it looked like.

Q What I want to do is go to the conclusion, first line.

A This page here, I think?

Q Correct.

A Okay. What line?

Q First line in the conclusion paragraph.

A Go ahead.

Q Homeowner disputes and alleged violations should be kept confidential.

So on March 19th, you wrote that?

A Well, we. We wrote that.

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Q You and Virginia?

A We wrote that. Yeah, two people.

Q Okay. I just want to make sure the other person is Virginia.

A Well, yeah. Her name is on the bottom. Who else would it be?

Q So on March 19th, 2012, it was your belief that homeowners' complaints and violations should be kept confidential?

MR. FERDERIGOS: Object to the form.

Q You can answer it.

A Sure. Let me read it.

(Pause in proceedings.)

A Okay. And your question?

Q My question is: That on March the 19th, 2012, you believe that homeowners' complaints and violations should be kept confidential?

MR. FERDERIGOS: Object to the form.

A That's what we wrote. We don't -- everybody doesn't need to know. Everybody doesn't need to know.

Q But your --

A What's so funny?

Q Nothing's funny.

A Okay. Well, we're here. We're talking about a lot of money here. You're getting paid to be here.

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I'm not.

Q Okay. But at that day you believe that --

A On this day, yes. On March 19th, months later, yes.

Q It should be kept confidential?

A Unless you are a member of the board, absolutely.

Q It's not qualified. It just says it should be kept confidential.

MR. FERDERIGOS: Objection to form.

A Yeah. You're asking me if this is what we wrote? What two people wrote? And she may -- that may have been her decision. That may have been her mind. She may have written that. I don't know. You'll have to ask her. But that's what was written, yes.

(Pause in proceedings.)

Q Sorry for the delay.

(Exhibit No. 43, photograph, is marked for identification.)

Q You recognize that?

A Yeah. It's my house. He's got more photos of my house than he does of his own.

Q Is that where the trash was?

A No. It wasn't here, because I had other bushes here, when the trash was out. But just one

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bush. This is prior to the fence. I don't know why we'd take a photo of my house prior to the fence. That's very weird, if you ask me.

Q The trash wasn't there at the --

A This was prior to the fence.

Q Right.

A Right. So what are you talking about the trash being there?

Q Was there -- was the trash --

A I don't see trash.

Q Right.

A Right.

Q But was that the spot where it was, right next to the garage?

A I'd have to look at the photo, but I believe it was back farther, because I did move a bush and have another bush here. This is not -- this is way before. I don't know why you would have a photo of my house before. Like, this whole theory started a long time before; didn't it? "Conspiracy theory of Mr. Dave," aren't I? Something to think about. Why would you have a photo of my house way before the fact? What -- what's going on?

Q Let's go back to number 5. Number 5, is that the same place where -- that's where the trash was?

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A Yes.
MR. MacKELCAN: Object to the form.
Q You can answer.
A Sure. This was -- we talked about this. This is the recycling stuff on the corner of my house that did not get out because I had to go to the E.R. Correct. You've got that.
Q Right. And was the trash there so long that it killed the grass in the area?
MR. MacKELCAN: Object to the form.
A It's -- I can't answer the question. I have no idea. It was there that long -- it wasn't there that long.
Q Okay. Was the grass killed in that area?
A I have no idea. I don't think so. My grass is dead right now, the front lawn and the back lawn. You have to remember -- what month was this?
Q Well --
A No. I'm asking you a question.
Q You said November of 2011.
A Oh, what's the grass like in November, 2011? Is it nice and bushy and green?
Q But if you have trash on --
A No. No. My grass is dead now. It's all dead in October and November. So regardless of that, the

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grass is dead.
(Exhibit No. 44, photograph, is marked for identification.)
A That's why.
THE COURT REPORTER: I'm sorry. You'll have to repeat.
A I said, he's asking me why I have cameras up in my house. This is why.
What is this?
MR. CONDON: What number is it?
THE COURT REPORTER: It's 44.
Q Is that looking towards your property?
A I have no idea what it is. I can't see it. I can't make anything out in that picture.
Q Okay. If you never knew who made the complaint, would your relationship with the Dawsons have remained the same as it was before November, 2011?
A I have no idea.
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A Yeah, I can't answer that question. I can't speak for the future.
Q I'm not talking about the future --
A No. I can't answer that question, because I don't know.

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Q Okay. But suppose you never knew who --
A You're saying "suppose." I can't suppose. I don't know.
Now, I'll add this. We got the E-mail. Did I not call and apologize and clean up the mess and move forward? We've gone through this for three or four hours. So I don't know. Attempts were made. It's irrelevant. All this, to me, is irrelevant.
Q Was there a point where you felt like you couldn't let go of this complaint --
MR. FERDERIGOS: Object to the form.
Q -- that the Dawsons made?
A Are you saying I couldn't let go of it?
Q You couldn't let go of it.
A Is there a point that I couldn't let go of the complaint?
Q Yeah.
A You'll have to elaborate some more. I don't understand that.
Q Did you always feel, from November of 2011, that you were wronged by the Dawsons, and you should have been not made -- you know, that a complaint should not have been made, and that you always felt wronged by the Dawsons as a result of that complaint?
MR. FERDERIGOS: Object to the form.

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A I don't understand the question. One more time.
Q Okay. One more time.
A Yep. And maybe -- again, I -- you have to a little -- piece by piece.
Q Okay.
A Just piece it out for me.
Q Did you feel wronged by that complaint, in 2011, by the Dawsons?
A Okay. So I'm going to repeat what I think I'm hearing. You're saying that when they E-mailed that complaint, did I feel wronged?
Q Yeah.
A Nope.
Q You didn't?
A Nope.
Q Okay. You did apologize?
A Yeah. I felt like, oops, sorry. Did I feel wronged? No. If it bothered them that much, they sent a complaint in. Okay. Fix the problem. It's after that; right? We talked about? And you're wondering now. I see you're thinking about what I'm going to say. It's -- it's --
Go ahead. I'll let you ask -- remember, you said that you ask the questions.

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Q That's right.
A I'll let you ask the questions.
Q And the only correspondence you got from the board, whether it be by E-mail, text, after March 19th, 2011, were these letters that were sent either to you, by Bob Cherry, or --
A There may have been more. Like I said, you've asked that question before. I'm going to give you the same answer. I don't know. There may be more; there may be less. I have no idea. You're talking, again, three years ago, and you have a banker box full of paperwork.
MR. CONDON: Do y'all want to ask some questions?
MR. MacKELCAN: I've got some questions. Are you passing the witness?
MR. CONDON: Yeah.
MR. MacKELCAN: I didn't know if you were asking out of curiosity, or if you were ready for me to shoot.
MR. CONDON: Go ahead.

EXAMINATION

BY MR. MacKELCAN:
Q Mr. Malara, I'm Doug MacKelcan. We've met before. I represent Village Green Homeowners

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Association in the lawsuit that Mr. and Mrs. Dawson have filed against it. Obviously, you've been here for four hours already. I don't have very many questions, but I do want to ask you a couple of questions. If you could look at Exhibit 23.
A Yes, sir.
Q And I just want to make sure that I have this correct. You and Virginia prepared this letter, and you spoke to the board of directors at a meeting on March 19th; is that correct?
A That is correct.
Q Okay. And if you look at Number 1 --
A Cool.
Q -- and I'm not going to read everything that you've written here. But looking at Number 1 -- well, let me do it this way to save some time. You've got your complaints listed 1 through 15; is that correct?
A Yes, sir.
Q All right. As of March 19th, 2012, were all 15 of these statements true and accurate, to your knowledge?
A Yes, sir.
Q Okay. And sitting here today, as you look back at those -- we're almost three years later -- are any of these statements not accurate? Do they remain

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accurate?
A They remain accurate.
Q Okay. And at the top of this, the regarding line says: Request to Remove Board Member MattSaw Dawson from VGHOA BOD and ARB Committee/board and Alleged Violations. So is it accurate to say that you were requesting that the Village Green Homeowners Association remove him completely from the architectural review board and the board of directors?
A Yes.
Q Do you think that was a reasonable request?
MR. CONDON: Object to the form.
MR. MacKELCAN: You can answer the question.
A Yes, I do.
Q Did the board, in fact, remove Mr. Dawson from the board of directors?
A Honestly, as I sit here today, sir, I have no idea what happened, if he resigned himself or whether he was actually removed. I do know, from the letter, that he was sanctured (phonetic).
Q Okay. So the board of directors didn't handle this -- your complaint on that day immediately?
A No. No, sir.
Q Okay. Was Mr. Dawson at that meeting on March 19th?

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A Yes.
Q Was he present in the room --
A Yes.
Q -- when you presented your -- your letter?
A Yes.
(Pause in proceedings.)
MR. MacKELCAN: Okay. Those are all the questions that I have for right now.

EXAMINATION

BY MR. FERDERIGOS:
Q Mr. Malara, my name is Phillip Ferderigos. I represent Ravenel Associates. Let me move over here where I can see you.
The relationship between the board and Ravenel, you've already talked about -- a little bit about, there's a contract between Ravenel Associates and the board --
A Yes, sir.
Q -- and the association?
Okay. To your knowledge -- and I've got the contract here if you want to look at it. Does it say anywhere in that contract that a property manager is allowed to keep secrets from the board members?
MR. CONDON: Object to the form.
A Does it say that?

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Q Yeah.
A I haven't read it, but it would make no sense. That's what his job is.
MR. CONDON: Objection.
Q Does it say anywhere in the contract, to your knowledge, that complaints are going to be kept confidential from the board?
A I have not read the contract, but, again, it would make no sense.
Q Okay. Okay. As far as -- does it make sense to you that the contract says -- and I'll give it to you if you need to see it -- that the property manager is to confer fully and freely with the board?
MR. CONDON: Objection.
A Yes.
Q Okay. Okay. As far as who a property manager would work with, doesn't it make sense to you, and is it reasonable that the property manager would work with the president of the board?
A That would be correct.
Q And when complaints are handled -- let me start here. The property manager itself doesn't make any decision. It's the board that makes decision; is that correct?
A Let me just think about that for a second.

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Q Sure.
A If I can remember correctly -- and, again, it was a while ago -- I think for small things, if you left your garbage can out or just, like, your boat was in the driveway more than three days, easily fixable things, I think he just sent the letters out. With that said, he was cautious because it cost money. And we just went through a management company that just bled us dry. We're on our second one now. So we're very money conscience.
Q And, I guess, generally, is it -- the board makes decisions, the property manager implements the decisions?
A Yes.
Q Is that accurate to say?
A Yes.
Q Is it accurate that the property manager would inform the board of whatever information it needed to make decisions?
A Yes.
Q Okay. Would the board and the president, in particular, deal with complaints at times?
A Yes.
Q Okay. Was there anything improper or wrong, in your opinion, with Ravenel Associates forwarding the complaint to the president --

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A No. He did his job.
Q Okay. Now, by end of November, after the complaint, were there many occasions where you tried to communicate to the Dawsons that, hey, it's not a big deal. Everything's okay. Let's just move on?
A Yes.
MR. CONDON: Object to the form.
Q And at a certain point, even the Dawson's communicated to you, hey, everything's okay. Let's be friends again, right?
A I believe so, yes.
Q So in your mind, at the end of November, a few weeks after this complaint had been made, everything was, quote/unquote, back to normal, in your mind?
MR. CONDON: Object to the form.
A I felt that things were moving in that direction.
Q Okay. Is it true that the things that have happened since -- since the point where y'all had made up, at the end of November, until the present, is what has really led to the deterioration of the friendship between you and the Dawsons?
A That would be correct.
MR. CONDON: Object to the form.

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Q And we'll talk a little bit about that. But you've been testifying that for the last several hours --
A Yes.
Q -- about all of the actions that Mr. and Mrs. Dawson took in regard to you and Virginia and your property; correct?
A Correct.
Q The actions that the Dawsons took to you and your property, in regard to the trespassing, in regard to the cat, in regard to telling you that you can't leave your porch open on your own property, and everything else that we've talked about, do you view those actions of the Dawsons as unreasonable actions against you and Virginia?
A Yes, I do.
MR. CONDON: Object to the form.
Q And is that the reason that you don't want to be friends with them anymore?
A Yes.
MR. CONDON: Object to the form.
Q Okay. And there's -- back in November, there were several E-mails that are already in the record, which I won't go over, where you basically said, Hey, everything's fine. Let's continue being friends.

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A Correct.
Q Okay. And then, for example, in Exhibit Number 10, in December, the Dawsons started raising issues about your fence and about Whiskers?
A Yes.
Q And then as reflected in Exhibits 12 and 15, the Dawsons started trespassing on your property, moving your chairs, and demanding that you keep your door closed?
A I'm sorry. What month was that?
Q Well, Exhibits 11 and 12 and 15.
A Okay.
Q And we can go through them if you want. But generally, and the E-mails reflect that the Dawsons started trespassing on your property, moving your chairs, demanding that you keep your door closed on your property?
A Correct.
Q Okay. And as reflected in Exhibits 16 and 18, you viewed that the Dawsons were the ones that were really angry and were doing unreasonable things to you, not the other way around; is that correct?
MR. CONDON: Object to the form.
A Correct.
Q And as reflected in Exhibits 18 and 19, you

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believe that the Dawsons were harassing you at that point?
A I'm not going to say, per se, as much as Kateri, but I'm going to say Matt.
MR. CONDON: Object to the form.
Q Okay. So is it true that in -- as reflected in Exhibit Number 18, you believe that Matt Dawson was harassing you, when you just wanted to move on and be friends?
A Correct.
Q Okay. Now, Exhibit Number 19 is the motherfucker Dave E-mail?
A Yes.
Q Okay. You received that E-mail?
A Yes, sir.
Q Did that E-mail that Mr. Dawson sent you, calling you a motherfucker and having all that profanity in it, did that effectively end your friendship with Matt Dawson?
MR. CONDON: Object to the form.
A I think it was already before that, unfortunately.
Q Okay.
A I mean, we just -- we knew it would never be the same. But we thought, let's co-exist. But,

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unfortunately, with that E-mail, we're like, this is not going to work.
Q There's no going back at that point?
A No.
Q At what point did you feel that your relationship -- as far as your friendship with Matt Dawson, what did he do that did that?
A Can you rephrase it for me a little bit, please?
Q Sure. Sure. If you know, what did Matt Dawson do that, in your mind, said, hey, I don't want to be friends with this guy?
A It was a lot of the photographing going on around the house, when we were even out front, out back, going on just really made my ex-girlfriend unbearably uncomfortable, crying at night, and that's probably why she left. She couldn't take it anymore.
Q And is that the reason that you didn't want to be friends with the Dawsons anymore?
A It's one of them, yes.
Q Does the fact that Kateri made a complaint against you in November of 2011, does that have anything to do with you not wanting to be friends with the Dawsons?
A No.

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Q There's even examples of E-mails where Mr. Dawson said that he's basically going to trespass on your property, and he has a right to do it, and you can't do anything about it; is that correct?
MR. CONDON: Object to the form.
A That's correct.
Q How did you feel about that E-mail?
A That one extremely got to my attention because I had already been to the police department, they had been here to my house, and we've had conversations about it. They actually -- one of the sergeants or detectives actually called him at work and told him specifically -- this is quoted from the officer, that called me back, said, I don't care if Jesus Christ himself is in his backyard, or whatever, you are not to go on his property. That's what the officer recited to me that he told Mr. Dawson.
Q Okay. And even after that, he said he still is going to trespass on your property?
A I don't remember the timeline. But I do know he came back over once, and we had to call the police.
Q So is that another reason you don't want to be friends --
A Yes.
Q -- with the Dawsons?

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A That is a very good reason.
Q So you had to call the police, I think, four different times?
A I think four times, yeah.
Q For trespassing?
A Yeah. Two or three for trespassing.
Q By Mr. and Mrs. Dawson?
A Yeah. More so Matt. Mrs. Dawson once.
Q And you looked into getting a restraining order?
A Yes, we did. We went to the magistrate's court. Unfortunately, I'm not adverse [sic] in all that, but they helped us out and started to tell us how to go about the process and documentation of what we needed to do to do it.
Q So you and Virginia –
A Yes.
Q – felt threatened by the Dawsons?
A Yes.
MR. CONDON: Object to the form.
MR. MacKELCAN: Objection.
A Yes.
Q And is that another reason why you didn't want to be friends with the Dawsons?
A Yes.

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Q Okay. In addition to just photographs and looking at you and looking at Virginia and making you feel uncomfortable, Mr. Dawson actually physically confronted you in a fighting stance; is that correct?
A Yes.
Q Okay. And you considered it to be – what his action of what he did to be an assault and battery on you?
A Yes.
MR. CONDON: Object to the form.
Q And he was actually on the property line between your property and his property jumping on and off, taunting you?
A Yes.
Q Do you view that as harassing you?
A Yes.
Q Okay. Do you view that as his attempts to intimidate you?
A Yes.
Q Is that another reason why you don't want to be friends with the Dawsons?
MR. CONDON: Object to the form.
A Yes.
Q Okay. And then we had the ARB complaint incident, where you put up security cameras at your property, and you filed a complaint against Mr. Dawson, that's been marked as an exhibit?

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A I'm not sure what – I apologize. I'm not sure – not following that question.
Q The complaint with the board where you asked Mr. Dawson to be removed as ARB chair and removed from the board?
A That was Number 23, I think.
Q Exhibit Number 23.
A Okay.
Q Right. Now, by the time you filed this complaint, and you wanted him to be removed from the board, March of 2012, that's another reason you didn't want to be friends with the Dawsons, because of all the reasons in that complaint, right?
A Yeah. There's text messages about taking my cameras down, take the fence down. I'm, like, Why do we have to do all this? It's all approved through the ARB. We talked to the ARB. I had pre-approval for the cameras to put them up. Put the fence up. My shed's grandfathered in. It's in compliance. My trailer is in compliance. And that's why we had to hire our attorney there to kind of help us out now.
Q And you found all of those actions by Mr. Dawson to be objectionable and unreasonable?

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MR. CONDON: Object to the form.
A Well, considering we're just going after my house, and there's 63 other sheds visible from the road that are not in compliance. Not one of those people were talked to.
Q And did you feel that that was an attempt to harass and intimidate you?
A Yes.
MR. CONDON: Object to the form.
Q So by the time that you had made that complaint with the ARB board, you didn't want anything to do with Dawsons, did you?
A Correct.
Q How would you characterize, in your own words, the actions of Mr. Dawson towards you and Virginia from December, 2011 – let's say January, 2012, until the present?
A Virginia's been gone for a year. And what was the first date?
Q Well, the -- let's say January of 2012, moving forward.
A Okay. Well, it's been kind of -- kind of quiet, which we liked. But, unfortunately, it will be quiet, and then all of a sudden, we'll get the -- this party. Then his neighbor and one of the former

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presidents said he was going to come over and bang on my door and all this stuff. I'm standing right out in my driveway listening to this. I don't need that and all the other stuff that goes on. I'm not sure I'm going to answer your question. It's just. . .
Q Let me ask it like this --
A Okay.
Q -- when you were in the Cayman Islands --
A Oh, yeah.
Q -- when you were in the Cayman Islands, how do you feel? Can you describe for me what Matt's actions were.
A Oh, it absolutely ruined our vacation. We were just stressed. Completely ruined our vacation. We didn't know what to do. We were in the Cayman Islands. These chairs were piled up against my back door. What's going -- all this is going on, and we don't know why. We are very concerned for our property and just completely -- if we had a way to get home quicker, we would have come home. But it just completely ruined it.
Q So everything Mr. Dawson has done, as far as the -- and Mrs. Dawson has done, as far as the trespassing, the harassing, the E-mails, the texts, the fence, Whiskers, how do you view those -- that behavior

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from the Dawsons?
MR. CONDON: Object to the form.
A In my opinion?
Q (Moves head up and down.)
A I think it's difficult. It's -- and, again, it's why? Weird, strange. I mean, how do you define that? Bizarre.
Q Okay. And the bizarre behavior that you have been testifying about for the last several hours, is that a reason why you don't want to be friends with them?
A Yes.
MR. FERDERIGOS: I have no further questions. Please answer any questions --
MR. STONEY: I don't have anything.
FURTHER EXAMINATION
BY MR. CONDON:
Q I've got a few follow-up, Mr. Mahan.
A Sure.
Q Now, did you ever have occasions where you had yelling when you had a party, say, at your house in the front yard, where you would yell out, Ohioans, go back home, or anything like that?
A No, I've never done that, no. Somebody else had done it, could be. I don't know.

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Q Yelling obscenities at the Dawsons or anything like that?
A Not that I'm aware. I didn't do it. But if somebody was there, like, when he has his parties, and they want to come over and bang on my door and start yelling, you know, whoop, whoop sounds and the cat-calls when I'm out there. Okay.
Q Okay. But, I mean, at your parties recently, were either you or somebody in your --
A I can't answer that, because I don't -- I'm not out there all the time watching what everybody is doing.
Q Did you ever hear anybody --
A No, I never heard anybody.
Q -- yell obscenity or harass the Dawsons by telling them to go home or anything like that?
A No. I have no idea. You would have to ask everybody who was there.
Q Gotcha. Well, let's go down Number 23.
A Okay.
Q Okay.
A I'm on the wrong one. Which exhibit are you at?
Q This one you made to the board.
A Exhibit 23?

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Q Yeah.
A I thought you said go down to 23. I'm looking for a Number 23.
Q Number 1: That the homeowners at 3286 Middlebury Lane installed a fence in November, 2011. Mr. Dawson has been investigating the facts surrounding the approval of the fence since the day it was built.
A Okay.
Q Any problem with doing that?
A Yes. It's already been approved. Why would you go backwards and start investigating something that's been approved and done?
Q And the investigation he got was just talking to your contractor?
A Oh, no. He talked to the contractor. He talked to Brian Cence, who was the ARB guy who approved it. I believe he talked to some people on the board. And somebody was telling me -- this is just rumor. It doesn't mean anything -- that he actually called the City and tried to find out something about the City or some sort of -- I don't know. That's what somebody was saying. I don't remember who said it, but it seemed to just go on and on and on.
Q Number 2, I guess, is the incident dealing with Whiskers?

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A Okay. Your question?
Q I just want to make sure I clearly understand that, that's really about Whiskers.
A I'm sorry. I didn't understand your question.
You're asking about her or him? Because it says Mrs. Dawson.
Q Okay. Mrs. Dawson. Are you talking about that incident with Whiskers? Is that what we're talking about?
A Let me read it. That's correct.
Q Okay. And Number 3 is the -- you talked about numerous texts and E-mails. You don't have any, right?
A I don't have any, no.
MR. MacKELCAN: Object to the form.
A Yeah.
Q And the one we're talking about, where abusive language you said was used, that didn't bother you?
MR. MacKELCAN: Object to the form.
A It didn't bother me?
Q Right. You said it made you laugh.
A Yeah. It kind of was funny. Like, wow, where is all this coming from? Yeah, I laughed. Yeah.
Q Okay. Number 4, Mr. Dawson and his wife have

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also discussed the homeowners at 3286 Middlebury Lane in a negative light to surrounding neighbors. Who is that?
A I have no idea. You may have to ask Virginia that one. I don't know.
Q Okay. Number 5: In December, 2011, Mr. Dawson had been asked verbally and in writing by homeowners Dave Malara and Virginia Adrihan to stop contacting them and to stay off their property. Since that notification, Mr. Dawson sent additional texts to Mr. Malara, which were not answered.
Were those texts to come over and visit or go to a party?
A I think they were the copies back here. There was something about: I see who wears the pants in the family. Was that that same date? This was one on February 3rd? Yeah, I think that's the one he was talking about. Something -- some text come in about, Hey, when are you guys going to come over and drink beer, or something? Like, wow, where is that coming from? No. I didn't answer the text, and he came over and knocked on the door.
Q It was an invitation to come visit --
A I don't remember. But it was something like, Hey, what are you -- I don't know. Something, Hey,

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what are you doing? This or that or something. I don't know. It was a text message that we received, unsolicited.
Q Okay. On February 3rd, after being warned previously in December, Mr. Dawson appeared at the homeowners' front door and demanded to know why the homeowners weren't answering his texts. He was told by Ms. Adrihan to leave them alone and stay off the property. Immediately after the conversation, Mr. Dawson sent another text to Mr. Malara. See Exhibit 1.
Is that what you are talking about?
A Yeah, probably. That makes sense.
Q Okay. Saturday, on March 10th, Mr. Dawson walked onto the pond easement in the back of the property at 3286 Middlebury Lane and began taking photographs. Mr. Malara and Ms. Adrihan were out on their patio observing him taking photographs.
So you were actually there that day?
A We were there, outside the patio. Outside the screened-in porch. Why would you do that? When you know the homeowner is there, why would you deliberately antagonize them and go out there and say, I know they're in the backyard. I'm going to go there and take photos of them.

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Q Uh-huh.
A Why would you do that?
Q March 16th, Mr. Malara received an anonymous text requesting that a security system consisting of four security cameras placed around the property at 3286 Middlebury Lane be submitted to the ARB for approval.
Did you -- did you know who was texting you then?
A I think I said, Who is this? And he responded back, ARB chair.
Q Okay. But you knew that was Mr. --
A After he said ARB chair.
Q You knew that was Mr. Dawson --
A After he said ARB chair, correct. By then we deleted their phone number. So that's why I'm saying, I didn't know who it was.
Q When -- Number 9, did -- did you charge towards Mr. Dawson when he was talking to a neighbor?
A Charge?
Q Yeah.
A No.
Q Did you run towards him?
A No.
Q Did you walk fast?

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A I walked fast up to him. Yep. I said to him, Stay off my property. Had my phone. I said, Stop contacting me. You just texted me again. You were told not to do this. Stay off my property.
Q Do you know who --
A That's when he started doing the little dance, and then he --
Q Do you know if -- I guess that's when you went to your truck to get your badge and --
A My badge? I never grabbed a badge.
Q Constable badge?
A I never grabbed a constable badge.
Q What about your handcuffs?
A I grabbed my handcuffs, absolutely. That's assault and battery. I was going to make an arrest.
Q Who was the person that Mr. Dawson was talking to?
A I think it was my neighbor across the street. I'm trying to remember. I don't know. One of the neighbors.
Q Uh-huh.
A I don't know if it was the husband or wife. I know he was out there talking to somebody. But why would you sit there and talk to somebody, right in the middle of the conversation, and then stop and send a

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text message to me? What common sense is that?
Q So you think he sent it while he was talking to --
A He was sending while he was talking, because they were out there for a while, and he was still out there when I went out there. Excuse me, do you just pause or something and just send a text message? He was doing it deliberately, in front of her.
Q You found the text message threatening?
A Improper. If you have a complaint, you have to go to the management company. The management company then sends all the complaints to the president, and then it goes to the board. You don't go directly to a homeowner.
Q ARB doesn't directly contact somebody --
A Absolutely not. You have to go through the management company. You don't go to the homeowner and start complaining and have all your grievances.
Q Did you, on that -- on that particular day, March 16th, 2012, did you use any profanity?
A On what day?
Q March 16th, 2012.
A In what situation?
Q That situation, that confrontation --
A Oh, I'm sure I did.

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Q Okay.
A Without a doubt.
Q Okay. So, I mean, I guess, Mr. Dawson used some, and you used some?
A I would agree to that.
Q And Ms. Adrihan, you said, was upset and crying because --
A Consistently.
Q And that's the reason y'all split up?
A I don't know, but I believe it had a lot to do with it. She had to get away from the house. She couldn't take it anymore.
Q And the prior ARB chairman you talk about is Brian Cence?
A Correct.
Q Do you know if the fence that you have up there is -- it may have been ARB approved. Did it need to be in a certain position on the side of your house?
A No. There are many homes -- many, many -- and I'm going to repeat this -- many homes, specifically one two doors down from him across the street, where they built a fence up halfway up the house and built it back.
Q Does the fence on one side need to be comparable --

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A I have no idea.
Q -- to the other fence on --
A I have a fence on other the other side that belongs to the other homeowner. I don't know.
Q You don't know whether they need to be comparable or --
A I have no idea.
Q -- cosmetically the same?
A I have no idea. We submitted a plan that was approved, we built it.
Q Okay. And Number 13? How would you know if something was grandfathered in by the prior ARB?
A The only way that I know is that I asked.
Q And he just sent you an E-mail saying that?
A Yep. I explained the situation. He said, Yeah, don't worry about it. That's grandfathered in. I said, Okay. Because if it wasn't, I would have made some changes, if needed be. But it's been there since before I moved in.
Q Okay.
A Before I moved in.
Q You bought it with the house?
A No. Before I moved in, that shed was there.
Q Okay. Before you moved in --
A Yes.

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Q Okay. I mean, it must have been there when you bought the house.
A Nope.
Q Well, how does it get in there before you moved in --
A Because I bought the house and put it in and then moved.
Q What's that?
A Bought the house, put the shed up, and then moved in.
Q I see.
A I'll -- go ahead.
Q Did the police -- Number 14, did the police actually come to your address on March 16th?
A I'm sure they did, uh-huh.
Q Do you know who -- Number 15, do you know who -- Mr. Dawson went across the street to another neighbor to discuss what had just occurred, pointing at the property at 3286 Middlebury.
Do you know who that was?
A It was the neighbor across the street. I don't know.
Q You don't know? Recognize the name or --
A No, not really. Don't talk to them. He was gesturing like this. Kept pointing at my house. I

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can't remember if it was a male or female there. But I do remember they were there talking, and just kept pointing at my house all the time.
Q Uh-huh. And you don't think any of your actions have been unreasonable?
A None.
(Pause in proceedings.)
Q Was there an occasion in the morning where Mr. Dawson is getting in his car and you berate or yell at him early one morning?
A Yeah, one morning, because he had his camera out again, and he was sitting there like this again. Do you see a pattern? So he's sitting there, and I go, What? What are you doing? What are you doing? What is your problem now?
Q But you didn't start yelling first and then he got his camera out?
A No. He had his camera out first.
Q Before you started?
A Before I started, there he is, every time. I don't know what it is with the camera, but there's a pattern.
Q But did you yell at him?
A Oh, yeah, I yelled at him. Of course, I did.
Q What did you say?

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A I don't remember. But probably, like, Hey, what are doing? What's the problem now? What is the issue? What now? Nonstop. This just keeps going.
You can ask Virginia this. He videographed [sic] her as she's driving down Bess Ferry Road, all the way down the road. She's on the phone crying, calling me. He's videotaping me. He's videotaping me again. What do I do? I said, Just drive home. And she's on the phone, crying. She couldn't deal with this anymore. Yeah, you don't want to talk about that.
Q No. I'll talk to Virginia about that.
A Yep.
Q Did you know that the board was going to give Mr. Dawson a certificate of appreciation?
A I had no idea. I asked Mr. Dawson to get on the board. Did he tell you that?
Q You asked him --
A I asked him -- I said, Hey, you want to come on the board? We need some good people. And I'm saying that because, you know, like Chris Craven asked me. I asked him --
Q I see.
A -- back in the day.
Q Gotcha.
Have you had any disputes with other residents

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in the neighborhood?
A No.
Q Nadine or anybody else?
A Nope.
Q Has anybody --
A Hardly ever talk to her. Talked to her one time at a meeting.
Q Are there any neighbors or people in the neighborhood that are afraid of you?
MR. MacKELCAN: Object to the form.
A Afraid of me? How could I answer that question? I have no idea.
Q Has anybody indicated to you that they are intimidated by you?
A No.
Q So you mean -- in terms of the friends that were friends of the Dawsons, you basically cut them off?
MR. MacKELCAN: Object to the form.
A No. They kind of cut me off. They stopped all of a sudden. I'll mention Chris Craven again. I have no beef with him, nothing at all, never said two words to him. After this starts, then he just stopped calling and texting me. Just let it go.
Q Do you know a Patty Dukes?

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A Yeah, that's the one. That's the name. That's who lives across the street.
Q Was that the person he was talking to?
A I don't know if it was her or the husband, but I know it was one of those two.
Q Okay. In your complaint to the board, you mention that the complaint should be confidential.
A Yes.
MR. MacKELCAN: Object to the form.
Q Okay.
MR. FERDERIGOS: Object to the form.
A Our complaint should be confidential. Our complaint to the board should be confidential.
Q But it talks about homeowners' complaints --
A Yeah.
Q -- should be confidential; okay?
MR. FERDERIGOS: Objection to form.
A Hold on. Homeowners' complaints should be confidential to other homeowners. If you're on the board, you should get that information, all the information, everything that has to do with the complaint.
Q Even the person that made --
A Even the person.
Q Okay. Well, let's assume that you never knew

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who made the complaint against you --
A You asked me this already.
Q I did. Okay. Would that have changed anything between you and the Dawsons --
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
Q -- if you never knew who made the complaint?
A I can't answer that question. The complaint came in, we apologized, we cleaned up our mess, and we wanted to move forward.
Q But that's not what I'm asking.
A I can't answer that question. I don't know. I have no idea.
Q Well, if you never knew who made the complaint at all --
MR. FERDERIGOS: Object to the form.
A Yeah. You're asking me if I didn't know who made that complaint --
Q Right.
A -- would it have changed this?
Q Right.
A I can't answer that question. I don't know.
Q You don't know?
A I have no idea.
Q Okay.

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A That's a speculation thing to me. We were okay with it, as per what we've read for four hours.
(Exhibit No. 45, Ravenel Associates, Inc., Association Management Agreement, is marked for identification.)
A Okay.
Q If you can turn to page 3 of 8.
A 3 of 8?
Q Right.
A Okay.
Q Administrative -- that first paragraph. It's kind of highlighted.
A Okay.
Q Manager shall confer freely and --
A I'm sorry. What date was this?
Q This is the document that would have been in December of 2010.
A Okay. So I wasn't even the president, was I? I don't think so.
Q You were -- you would have been on the board, wouldn't you?
A Yeah, but I wasn't the president. Who's -- but anyway. Go ahead.
Q All right. Have you ever seen that --
A Yes, I've seen this document.

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Q You have?
A Yeah.
Q When did you see it?
A I don't know. Couldn't tell you. Again, we're talking three years ago. I couldn't tell you.
Q Were you on the board when you saw it?
A Could be. I don't remember when I got it. I don't know. I don't know what date it was and when I was on the board. Probably, though, I would guess.
Q Did anybody from Ravenel talk to you about this document?
A I've got to read it, because I don't remember. I don't even know what it is. Let me start from the beginning.
Q Okay.
(Pause in proceedings.)
A I'm assuming this is the agreement between Ravenel and Village Green.
Q Correct.
A The management agreement?
Q Right.
A Okay.
Q Paragraph --
A Yeah, I think -- I think they expired, and then they renewed them, if I remember correctly -- but

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go ahead.
Q Administrative -- on page 3 of 8, paragraph 1.
A Okay.
Q When you were on the board, did the board ever ask the management company -- I'll just read it. The manager shall confer freely and fully with the board of directors -- board and officers of the association when so requested by them in connection with the performance of the manager's duties.
Did it ever come up where the board asked the management company specifically about a complaint?
A I don't recall one.
Q Okay. Did the board ever ask specifically that the management company disclose certain things to them that they had not been disclosing in the past?
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A Yeah, I don't recall that at all. I have no idea.
Q You don't have any idea?
A That's correct. I have no idea.
MR. CONDON: All right. I don't have any more questions. Appreciate your time.
MR. FERDERIGOS: Just one follow-up to your direct examination.

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FURTHER EXAMINATION
BY MR. FERDERIGOS:
Q This is Revere! contract for: The manager shall confer freely and fully with the board and officers of the association when so requested by them in connection with the performance of the manager's duties.
Is it pretty common that the board and the president, in particular, expects that the property management give information to --
A Well, not only does it expect it, that's the way we -- we wanted to it. How are we supposed to know about the issues and deal with them?
Q It's unreasonable to -- to suggest that the property manager can only bring information to the attention of the board if the board specifically asked for such specific information --
MR. CONDON: Object to the form.
A Yeah. Because if we needed something, we'd ask for it.
Q Number 6 on page 4 of 8 says: The manager shall assist the board and officers of the association in the enforcement of the rules and regulations adopted by the association.
A Yes.

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Q It's highlighted. Again, this is in line with your expectation and belief that a property manager would tell the board and the president, in particular, about anything in regard to enforcement of the rules and regulations, correct?
A Correct. These are my initials on here, too, if that matters to anybody. I remember seeing it. But. . . I think they renewed. I think.
Q Okay. And then if you look on page 6 of 8, the highlighted portion, C: To designate a single member of the association who will be authorized to deal with the manager on matters relating to management of the association.
Is it fair to say that the president is the person that the property manager typically talks to?
MR. CONDON: Object to the form.
A Yes, it is correct, because I was the one getting all the phone calls.
MR. FERDERIGOS: Okay. No further questions. Thank you very much.
FURTHER EXAMINATION
BY MR. CONDON:
Q Would the property manager deal directly with the ARB chairman?
A I'm not on the ARB chair. I didn't know

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anything about that part of it. That's a whole separate thing.
Q So as president, you don't know what was going on with the ARB chair --
A No. If they had an ARB application submitted, then it would come to us.
Q When you say "come to us" --
A It would come to the board. I was not part of the ARB. That was a separate thing. I don't know. I don't know anything about the ARB and what they do.
MR. CONDON: Gotcha. All right. Thank you, Mr. Malara.
As a deponent, you have a right to get a copy of the deposition and see if she took it down correctly. Now, if you make any changes, we'd have a right to come back and ask you questions about those changes. But I just want to make you aware that you do have a right to get a copy of the deposition, see if she took it down correctly, and just, basically, you know, verify that she took it down correctly. Okay?
THE DEPONENT: Yes. I'm going to be getting a copy. So I'll look it over.
(The deposition concludes at 2:45 p.m.)

REPORTER'S CERTIFICATE

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

I, ROLAYNE M. VOLPE, Certified Court Reporter, CCR, and Registered Professional Reporter, RPR, do hereby certify that the transcript of the foregoing proceedings accurately reflects the events that occurred before me to the best of my ability at the time and place set out on the caption hereto, that the deponent was by me duly cautioned and sworn, or affirmed, to tell the truth, the whole truth, and nothing but the truth, that the testimony of the witness and all objections made at the time of the examination, were recorded stenographically by me and were thereafter transcribed by computer-aided transcription, and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself or herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken or by any attorney or counsel employed by the parties hereto, nor financially interested, directly or indirectly, in the outcome of this action.

CERTIFIED AND SIGNED on this 10th day of March, 2015.

ROLAYNE M. VOLPE, CCR, RPR
Certified Court Reporter and
Registered Professional Reporter
Commission Expires: 8-30-2021

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IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF SHAWN LENDELL TOOLE

Matthew L. Dawson,
Plaintiff,

vs. Case No.: 2013-CP-10-0457

Village Green Homeowners Association, Inc.
Defendant.

Matthew L. Dawson and Karen Dawson,
Plaintiffs,

vs. Case No.: 2013-CP-10-2319

Ravenel Associates, Inc. d/b/a Ravenel Associates,
Defendant.

DEPONENT: SHAWN LENDELL TOOLE

DATE: April 28, 2015

TIME: 12:07 p.m.

LOCATION: Carlock, Copeland & Stair, LLP

REPORTED BY: ROLAYNE M. VOLPE, CCR, RPR
CLARK & ASSOCIATES, INC.
P.O. Box 75129
Charleston, SC 29415
(843) 762-6294
www.clark-associates.com
Rolayne@clark-associates.com

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APPEARANCES

For the Plaintiffs:

J. JOSEPH CONDON, JR.
Law Office of J. Joseph Condon, Jr.
3844-C Leeds Avenue
N. Charleston, South Carolina 29405
(843) 554-1000
condonlaw@msn.com

For the Defendant, Village Green Homeowners Association:

DOUGLAS W. MacKELCAN, III
Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401
(843) 727-0107
dmackelcan@carlockcopeland.com

RANDELL C. STONEY, III
Luzuriaga Mims, LLP
30 Immigration Street, Suite 200
Charleston, South Carolina 29403
(843) 410-4717
rstoney@lmslawllp.com

For the Defendant, Ravenel Associates, Inc.:

PHILLIP S. FERDERIGOS
Barnwell Whaley Patterson & Helms, LLC
288 Meeting Street, Suite 200
Charleston, South Carolina 29401
(843) 577-7700
pferderigos@barnwell-whaley.com

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SHAWN LENDELL TOOLE,
having been first duly sworn or affirmed by the Court Reporter to tell the truth, the whole truth, and nothing but the truth, was examined and testified upon his oath as follows:

EXAMINATION

BY MR. CONDON:

Q Shawn, we met briefly. My name is Joseph Condon. You know the Dawsons, I guess.

A Yes.

Q Matt and Teri Dawson.

Okay. Have you ever had your deposition taken before?

A Yes.

Q Okay. So you know the basic rules --

A Yes.

Q -- of a deposition? The main one being, if I ask a question that you don't understand, just ask me to repeat or rephrase it, because if you answer the question, I'll assume you understood it; is that fair?

A That's fine.

Q And the other one is to answer orally to everything. So they can't take down the nod of a head, in terms of what it means, and so just answer orally to everything. And this deposition may not take that

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long, but it will be a little while. But if you need to take a break at any time, just let me know.

A Perfect.

Q Did you -- First of all, just state your full name for the record.

A Shawn Lendell Toole, L-e-n-d-e-l-l.

Q And, Shawn, just briefly tell me where you live and what do you do for a living.

A I live in West Ashley, and I work for Sears Holding Corporation. It's a loss prevention manager, asset protection.

Q Sears?

A Sears Holding Corporation. Sears.

Q Loss protection?

A Loss prevention and asset protection.

Q Do you work at both stores or just --

A My office is at the Citadel Mall.

Q What's your mailing address?

A P.O. Box -- bear with me just a moment. I think it's 80654. I just want to confirm that. -- yeah, P.O. Box 80654, Charleston, 29416.

Q And your street address. I'm not -- you know, just in case I need it.

A 2362 Parsonage Road.

Q And that's Charleston, West Ashley?

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A Yeah, 29214.

Q In terms of living in Village Green, when did you live in Village Green?

A 2005 until 2012. Latter part of 2012, I think.

Q And is there a reason why you left?

A Yes. I got divorced.

Q Okay. Now, did you serve on the board at Village Green?

A I did.

Q What was that time frame?

A To the best of my recollection, it was between 2006 and 2011.

Q Okay. And what did you do on the board?

A At times, I was a board member. At other times, I was the vice president. Other times, I was the president.

Q Did you get a subpoena with regard to producing any records or E-mails or anything like that?

A I did.

Q Do you have any E-mails that concern this case?

A I don't. I -- and, again, I was on the board for an extended amount of time. So I looked back through my E-mails, and I couldn't find anything that

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was directly related to this case.

Q Any documents?

A No.

Q Just briefly tell me a little bit about your education.

A Associate's degree from a technical school and bachelor's degree from a university.

Q Of?

A Coastal Carolina University.

Q In what area?

A What area of study?

Q Yeah.

A It was criminology. Political science.

Q How long have you been working for Sears?

A Two years.

Q When you were on the board, I guess you started out as a member and then worked your way up to the vice president and president?

A Yes, sir.

Q I guess, do you remember the -- the complaint or the statement that was made by Dave Madara and Virginia Adrihan on March 19, 2012?

A I remember that there was a situation. I don't know exactly which statement you're referring to.

Q Okay. Well, in general, I'll be asking you

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questions about -- would be a series of meetings -- this would have been in like 2012 -- dealing with the issue about the Mahans and this issue about a censure with regard to Matt Dawson. Do you recall that?
A Yes, I do.
Q Okay. Were you the president at that time?
A Yes, I was.
Q Now -- and I'll just --
A And I'd like to say, I was president during part of that time.
Q Gotcha.
A I think that it continued after I was no longer on the board.
Q Okay. Let's -- just in general, what do you recall about that time period, in general?
A There seemed to be a neighbor dispute between the two parties. And at that time, Matt was our treasurer, if I recall, and also on the ARB, architectural review board. He was the review board Chairman. And the board had concerns about his involvement -- Matt's involvement on the ARB and the fact that there seemed to be a neighbor dispute. That's generally what I recall about the situation.
Q Okay. I guess we can just kind of go through this. We'll just have a few exhibits; okay?

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A Yes.
Q She'll mark this, and I'll show it to you.
(Exhibit No. 1, Village Green BOD, Special Meeting Minutes, March 26, 2012 is marked for identification.)
Q Let me just show you what is marked as Exhibit Number 1 to your deposition and see if you recognize it.
A Yes, I remember this.
Q Okay. This is a March 26th, 2012, meeting?
A That's what this says, yes.
Q What do you recall happening in that meeting?
A I cannot give you any specifics about this one meeting. I know that there were at least five meetings that related to this. So I'm --
Q That's fine. We just -- when you say "five meetings," do you --
A There were at least -- I think there were approximately five meetings.
Q Okay.
A Let's see. Again, there's no more information here other than, we went into executive session to speak about the matter. Without any further notes on it, I can't speak to exactly what was said in that meeting.

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Q So you would not have maintained any notes from --
A No.
Q -- your time as president about this time period?
A No.
Q Okay.
A We have a treasurer that would keep the notes and would --
Q You mean secretary?
A Secretary/treasurer. Well, secretary/treasurer.
Q I see.
A Sometimes they split their duties. And they would take the notes and then submit the minutes for the board to approve or make corrections to.
Q Gotcha. Okay. When you say five meetings, would this have been like the first one of the five?
A It's possible. This seems to be at the beginning.
Q Okay. All right. Now, let me -- she needs to make it.
A Yeah, I understand.
(Exhibit No. 2, E-mail, dated March 28, 2012, is marked for identification.)

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Q This is Exhibit Number 2. Do you recall Bob Borregard resigning because he didn't want to get involved in a dispute between two neighbors?
A I recall getting that E-mail, yes.
Q Did you talk to Mr. Borregard?
A I did not.
Q And did he, in fact, resign, I guess, from the board?
A If my memory serves me correctly, yes, he did.
Q He characterized it as a dispute between two neighbors?
A That's what his E-mail characterizes it as.
Q Okay. Would you have talked to Mr. Borregard about this issue or tried to dissuade him to make -- to stay on the board or not?
A Honestly, that's a very fair question, because many board members resigned during the time that I was on the board. And I reached out to some of them if I felt there was a chance of salvaging their relationship with the board, because it's very difficult to get board members to serve on community boards anyway. But when you presented this to me, I was trying to remember if I reached out to Bob, and I don't recall having a conversation with Bob about this.
(Exhibit No. 3, Village Green BOD, Special

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Meeting Minutes, April 2, 2012, is marked for identification.)

Q Let me show you what has been marked as Exhibit Number 3 to your deposition and see if you recall that.

A Yes, I recall this.

Q Tell me what happened at that meeting.

A To the best of my recollection, we were in the early phases of the board being aware of the dispute between the neighbors. And -- let's see. . .

And I think it was around this time that the board had become concerned that Matt's position as the ARB chairman might -- he might not have been serving the board in the best capacity as ARB chairman because of this dispute.

Q Were there discussions about that?

A Yes.

Q Okay. Now, in this meeting, there's a motion made for a special meeting of the association for purposes of a member vote to remove the ARB chair from the Village Green Homeowners Association board, and no motion was forthcoming.

A It -- it --

Q What happened?

A Well, it appears, by reading this -- and,

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again, I don't remember exactly that evening. But it appears, from reading this, what would have happened is that Evan asked for a motion and that the -- there was no second. So the motion failed.

Q Would there be any -- any notes from any additional minutes from a meeting like this, other than this document, number three?

A I can't even see who drafted these minutes, so. . .

I wouldn't know if there was or not. I know that I didn't take any notes.

Q Okay.

(Exhibit No. 4, Letter dated April 2, 2012, from Mr. Dawson to the Board, is marked for identification.)

Q Shawn, let me show you Exhibit Number 4. Do you remember getting that on April 2nd, during that meeting? This would have been from Matt Dawson.

A Yes. I think I received it by E-mail, because I don't think Matt was at this meeting. Yes, I remember this letter.

Q Would this letter have been, like, disseminated among the board members?

A Yes, it should have been, if I recall correctly.

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(Exhibit No. 5, Letter dated March xx, 2012, from Bob Cherry to Dave Malara and Virginia Adriban, marked for identification.)

Q Let me show you what has been marked as Exhibit Number 5. I just want to know if you ever saw that document.

A Yes, I recall seeing this.

Q This is dated March, 2012. Doesn't have a specific date, other than just a month and a year.

A Right.

Q How would you have gotten this document?

A This document was presented at the board meeting, if I recall correctly. But it's like -- I could have received it via E-mail prior to the board meeting. That wouldn't have been unusual for the property manager to communicate issues like this to the president or vice president.

Q So this would have been -- I'm talking about the meeting of April -- April 2nd, 2012.

A Correct.

Q You would have gotten it prior to that meeting?

A Prior to or on that date.

Q Okay.

A Actually, to be clear, it would -- I'm

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thinking it would have been before that day. But, again, like I said, there were a lot of meetings about this, so. . .

Q Okay. But, I mean, do you know if, at this point, this letter went out to Dave Malara and Virginia Adriban?

A Looking at the heading, it appears that it did, but I can't confirm that. I just know that I saw it.

Q You saw it. Okay. In this kind of situation, would y'all have instructed Bob Cherry to send this letter?

A Yes. This would have been -- it appears by the verbiage that this would have been the board instructing Bob Cherry to send this letter.

Q Do you have a recollection that they instructed him to do that?

A Not specific, no, sir.

Q Would there have been, like, noted in the minutes that the board would have instructed Mr. Cherry to do this or that?

MR. MacKELCAN: Object to the form.

MR. FERDERIGOS: Object to the form.

Q You can answer. But, I mean, it seems like it would have been reported in the minutes that were --

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MR. FERDERIGOS: Object to the form.
Q You can answer.
A Not everything is recorded in the minutes. There are conversations that take place outside of board meetings. If something -- for example, if something happens in the 29 days leading up to the next meeting that needs attention, that's not necessarily a board addition, the board president, or whoever is acting as a point of contact, can communicate with the property manager to communicate with someone, whether it be landscapers or whatever. So there could have been conversations outside of the board meeting with regard to this.
Q Would the president -- or who would instruct Mr. Cherry to send this letter out?
A It would have been the president at that time.
Q And that would have been?
A It's either me or Evan, and I don't remember the exact times. It appears that Evan was the president, and I was the vice president at that April 2nd meeting.
Q Did Mr. -- it's Evan Thornton; right?
A Correct.
Q It's my understanding, he did resign?
A He resigned shortly after -- during this whole

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process, as I recall, he resigned not long after Bob Borregard did, if I remember correctly.
Q And then you would have become president?
A Yes.
MR. CONDON: Let's go ahead and mark this.
(Exhibit No. 6, Letter dated March 10, 2012, from Bob Cherry to Dave Malara and Virginia Adriban, is marked for identification.)
Q It's got an old marking, but it's really Number 6 for your deposition.
A Okay.
Q Okay. Are you familiar with that letter of April 10th --
A Yes.
Q Do you know -- let's -- there's two attachments to it.
A Correct.
Q The special meeting minutes from March 26th, and the special meeting minutes of April 2nd, 2012. Now, let's just kind of go through the March 26th, 2012, minutes. I guess, at this time, Evan Thornton is still the president?
A Correct. And Bob Borregard is still on the board.
MR. MacKELCAN: Is this the same as Exhibit

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Number 1? I'm sorry to interrupt. I just want to make sure I'm on the same page.
MR. CONDON: Yes, it is.
MR. MacKELCAN: So second page is the same as 1, and then the third page is the same as Exhibit 3; right?
MR. CONDON: I believe so.
MR. MacKELCAN: Okay.
MR. CONDON: It was just attached. That's why I --
MR. MacKELCAN: Sorry. Yeah. No, I just want to make sure I know what I'm looking at.
Q And so with regard to March 26th, 2012, you already testified that you didn't have any specific recollection about what happened at that meeting; is that correct?
A I remember at that meeting that Matt had the opportunity to address us and give us some background on the situation. Putting these three documents together reminded me of a couple of things. Yeah. So that was -- I think that was the meeting where Matt shared with us the situation that was taking place at the Mahen's residence. I think this came after the complaint from Malara.
Q Right.

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A Yes.
Q The complaint would have been in March --
A Correct.
Q -- 19th, 2012.
A Right.
Q But you recall Matt Dawson having an opportunity to share what happened?
A I do. I don't remember the specifics at this time, but I remember him sharing with us that there was some possible ARB issues with that residence.
Q Do you know if, in March of 2012, that the ARB committee, chairman and its member, had prepared a letter -- a violation letter for Dave Malara to be sent out in March of 2012?
A I don't recall. And I don't think there was a committee. I may be incorrect in this. But I think that it was -- it was Matt, was the ARB chairman, and I don't think that there was a committee. I could be mistaken.
Q Do you think that Nadine Evans would have been on -- a part of that committee, the ARB?
A It is possible. I don't remember that being official. I know that she did some advisement on that, and I know that she took over as ARB chair after Matt, but it's possible. I just don't recall that from the

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meeting. And I say that, because there are many times that there is no committee, there's just the chairman that reports on these issues. And so that's why I said I don't recall there being a committee, per se.

Q And on April 2nd, the special meeting minutes show that there was no -- a motion was made, but no motion was forthcoming.

A No. It appears there was no motion. Evan asked for a motion and -- well, I guess it's synonymous. He made a motion; it wasn't seconded. So the motion failed.

Q How is it, on April 10th, 2012, Mr. Cherry is -- I guess somebody must authorize these letters to --

MR. MacKELCAN: Object to the form.

Q Did someone authorize Mr. Cherry to send out the letter of April 10, 2012?

MR. MacKELCAN: Object to the form.

A That was the practice of the board when I was president, that a point of contact on the board would authorize communications.

Q And in that letter, since -- on April 2nd, there's no motion to remove the ARB chairman. And here on April 10th, it says: At the next monthly meeting, a motion will be made to censure the ARB chair for involvement in those matters.

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A Well, those appear to be two separate things. Removing him and censuring him are two different things. A censure doesn't remove him from that position.

Q Well, how is it -- who would have instructed Mr. Cherry to send a letter out between April 2nd and April 10th, 2012?

A It appears the president was Evan. So that would fall on Evan as a point of contact.

(Exhibit No. 7, Village Green HOA Agenda, April 16, 2012,is marked for identification.)

Q Okay. So the next meeting would have been April 16th, 2012.

A Okay.

Q Okay. And under new business, it talks about ARB committee chairman censure.

A Okay.

Q And further, in there, on the -- on the third page, just above the old business, a motion was made by you to remove the agenda -- Item 5(c), under New Business.

A Okay.

Q So did you make that motion?

A It appears by me.

Q Do you recall making that motion?

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A Yes.

You said it's on page 3. I'm not finding --

Oh, I see it right here. Motion by Shawn Toole -- got it.

And, yes, I do recall making a motion to remove that from the agenda.

Q I'm just curious how the letter of April 10th, 2012, goes out saying that a motion will be made to censure the ARB chairman for involvement in this matter. And on the meeting date of April 16th, which is after the letter, the item is removed from the agenda.

A And I can't tell you why I made a motion for it to be removed. That -- that doesn't necessarily mean that we had resolved the matter. We could have just removed it to discuss it at the next meeting.

And I see that the motion was carried, but also, it was unanimous.

Q Right.

(Exhibit No. 8, E-mail dated April 17, 2012, is marked for identification.)

Q Let me show you Exhibit Number 8 to your deposition. Do you remember that E-mail?

A Yes.

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Q Okay. So in your E-mail, you mentioned, We met as a board and determined that Matt did not misuse his position as ARB chairman and/or board member in this matter. It is simply a neighbor dispute.

A Yes, that's what I wrote.

Q Do you remember sending that out?

A I do.

Q Was there a determination made at the April 16th, 2012, meeting that a determination was made that Matt Dawson did not misuse his position as ARB chairman?

A We didn't discuss it. It was tabled.

Q But at some point you said "we met as a board" -- in your E-mail.

A But I don't know if this is -- this E-mail is referring to this meeting that we met as a board. It could have been a previous meeting. I just know that we tabled the motion that time.

Q So when did the board meet as a group and determine that Matt did not misuse his position as ARB chairman?

A I don't recall. It would have been sometime before April 17th, according to my E-mail.

Q Do you have any recollection of when the board met to discuss that?

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A Again, like I've said a couple of times, we met so many times about this issue. And if memory serves me correct, the reason why I sent this -- this E-mail was sent out before we had all the facts. And I say "all the facts," all the facts that we were ever presented. And that was some information that we had received from Dave Malara and -- and, again, these things were coming in. We were getting personal E-mails --

Q From Dave Malara?

A -- from Malara and from Matt during this period of time. There were phone calls. There was a lot of communication going on about this. The meeting and the minutes aren't reflective of the only time communications were being made about this topic.

Q You didn't save any of those E-mails from Dave Malara?

A No. This certainly was not the most important thing in my world, especially getting off the board and moving on with my life. So, no, this -- I wouldn't have had any reason to save these E-mails for future reference.

Q In terms of -- do you have any recollection of what Dave Malara sent you?

A No. I -- I know that there was some copies of some texts, there was a -- a long document that was presented at one of the board meetings by Mr. Malara about some communications and --

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Q I mean, that's back in March --

A Yeah. Again, I don't know when it was. I'm just telling you -- you asked me, do I recall other communications. And I said, yes, and I was illustrating a couple of those communications. I don't know when I got them.

You laid out a really timeline here, which is helping me put things together, but, again, to me several years ago.

Q But at some point, the board did meet?

A Yes.

Q And determined that Matt did not abuse his authority as ARB chairman?

A Correct.

Q And that's what that E-mail of --

A April 17th.

Q -- April 17th indicates?

A Right.

(Exhibit No. 9, Letter dated March 19, 2012, from Dave Malara and Virginia Adriban, is marked for identification.)

Q Let me show you and -- do you recognize that document?

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A I remember this.

Q And that would have been on March the 19th, 2012; right?

A That's what it's dated, yes.

Q Okay. So what you're saying is, after -- after that, you received other E-mails from Dave Malara?

A This would have been after I sent the E-mail on April 17th -- no, this is actually before.

Q Yeah.

A I think there was other communications after that, but I can't be certain.

Q I guess, what I want to know is, what did the board do in terms of the investigation into the censure with regard to Matt Dawson?

A He was never censured.

Q He was never censured?

A No. Absolutely not. As a matter of fact, Matt was in attendance at the meeting when the meeting was called for the purpose of censuring him, but as a board, with Matt in attendance, we determined that it would just get -- I think the terminology was a letter of counsel, is what the board determined on. So it was never a censure. There was only a discussion of a

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censure. And I think Matt even voted. I think I've seen that document.

Q All right.

A That's why I was kind of wondering why we kept talking about censure, because he was never censured.

Q But there was motions to censure him?

A Correct.

Q Okay. But what you are saying, it never came down to that?

A Absolutely not. I wasn't in favor of censure at any point, I know that. And, again, I'm just one other vote on the board. I was never in favor of a censure.

THE DEPONENT: Can we take a break?

MR. CONDON: Yeah, sure. Whatever you need.

(A break is taken from 12:47 p.m. until 12:56 p.m.)

Q Shawn, ready to go forward?

A Yep.

We looking at 9?

Q Well, Number 9, as to March 2012; right, complaint by the Malaras?

A Correct. I recall these.

Q But you don't know whether you had gotten anything additional after that?

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A No. And, again, I don't remember when I got these. And you showed them to me, and I see the date, so that's when, I guess, I got them. In looking at these, again, you've set up a really good timeline. I just don't remember when I got these.

And to be honest with you, other than the fact that I felt like it was a neighbor dispute, other than that, I don't know what predicated that E-mail, if that's what you're asking. I don't remember a specific meeting or anything. And it says, "I am also" -- "I am also of the opinion" -- which I was just giving my opinion.

Q Right. But it references a meeting, though.

A Right. And, again, I have no idea. No recollection. I wish I could help you more with that.

Q Did you know Dave Malara?

A Know him as a person in the community.

Q Do you know if people were intimidated by him?

A Personally, I could see why they might be, but I don't know of anyone that was.

Q No one ever complained to you about having a confrontation with Dave Malara or being the target of his rage or abuse?

A Matt had mentioned it to me before, that he had seen him at some bad moments. Again, I don't

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remember specifics. I just remember Matt and I having conversations that there had been some moments.

(Exhibit No. 10, E-mail dated April 16, 2012, is marked for identification.)

Q Let me show you what's been marked as Number 10 to your deposition.

A Yes.

Q Do you remember getting these?

A Yes. I think I got two or three letters.

Q Did the board take any action on these letters?

A Not to my knowledge. I know that -- when we -- generally -- and I don't recall this -- I recall receiving this. I don't recall exactly what we did. But, generally, when we would receive a letter from an attorney, we would have our property management company take it to their counsel and make a recommendation. And, again, I don't know if that happened in this situation.

Q The letters that went out by Mr. Cherry, would y'all have proofread those letters before they went out?

A No.

MR. MacKELCAN: Object to the form.

Q Would you have seen them before they went out?

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MR. MacKELCAN: Object to the form.

A Sometimes, yes; sometimes, no.

(Exhibit No. 11, Village Green BOD Special Meeting, April 24, 2012, is marked for identification.)

Q Let me show you what has been marked as Number 11 to your deposition. I don't know if I -- if they're in a particular order that y'all would have had them, but it looks like the first page deals with an agenda.

A Yes.

Q And then the other documents would be -- I don't know whether -- who would have drafted those documents. Do you know? The second and third page.

A I don't recall.

Q Do you have any idea who would have drafted those?

A I'm -- possibly Nadine. And the reason why I say that is because it was her motion to go through the censure. And these documents were drafted prior to the meeting on April 24th, when the board had met to censure Matt. When we met and Matt was in attendance at the meeting -- if this is a -- the meeting that I'm thing it is -- as a group, we discussed it, and we determined that we did not want to go forward with the censure, and that we would just issue a letter of

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counsel. To my -- go ahead.

Q Well, let's look at the special meeting minutes of Tuesday, April 24th, right in the middle.

A From this document?

Q Yeah. It would be on the -- the third page.

A Gotcha.

Q Heather McKelvey made a motion to approve the censure of the ARB chairman. Motion carried by majority vote, Shawn, Nadine, and Heather.

A Then there must have been another meeting at the pool.

Q What do you mean?

A I apologize. We met at -- this was a meeting at the pool, the Village Green pool, rather than where we normally meet. I recall meeting there at least one, but we had to have met there a second time, because, again, these documents that you showed me were never signed. I've never seen signed copies of these. So that's why -- these were never issued to him in a censure.

Q Okay.

A And I remember, in reviewing for this -- in reviewing for this, I remember seeing minutes from a meeting also at the Village Green pool where we did not censure him. We only issued him a letter of counsel.

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Q Okay. But it does say a motion made -- "Heather McKelvey made a motion to approve the censure of the ARB chairman. Motion carried by majority vote." So they did, in fact, censure him; isn't that true?

MR. MacKELCAN: Object to the form.

A No, we never censured him.

Q Isn't that what that motion says?

A It appears, at this time, we had agreed to, but we didn't follow through with that censure.

Q It says the motion was carried by majority vote, you, Nadine, and Heather.

A I read that, but we didn't follow through with the censure.

Q But it's -- it did, in fact, happen?

A Well, I've said it didn't several times. I can only answer that as emphatically as you want me to. We never censured Matt.

Q So you changed that motion, I guess?

A Yes. And -- in a subsequent meeting, and he was issued a letter of -- I forget how we worded the letter.

Q Well, I think it's mentioned in -- at this point -- let me back up just a second.

At this point you were president?

A Correct.

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Q Of the board; right?

A April 24th -- I believe I was, yes. Yes.

Q And y'all follow Robert's Rules of Order?

A Loosely, but, yes, we try to adhere to Robert's Rules of Order.

Q Wouldn't you have had to revoke that motion and then make another motion of counseling if people are going to revoke the censure?

A That would have been the process under Robert's Rules, yes.

Q But y'all didn't do that?

A Could you show me the meeting minutes from the next meeting we had at the pool, where we issued him the letter? Because it plainly says in the next -- I think it's the meeting minutes after this, that no censure will be issued.

Q Well, later in this same meeting, it says: The original motion was amended by the president to accept the changes to the censure memo by reviewing the changes again and asking if they all agree. All agreed to the change in motion carried to change the memo by all members present.

So it was done at the same meeting.

A I don't see those changes, so I'm not. . .

Again, I can only tell you that we, as a board, did not go through with the censure of Matt.

Q But, I guess, what I'm saying is, isn't it true that in the minutes, there's a motion made and, in fact, the motion is carried by majority vote to censure the ARB chairman?

A I'm reading exactly what you're reading.

Q And that's in the minutes that were published, the special meeting minutes of the Village Green Homeowners Association, on April 24th, 2012?

MR. MacKELCAN: Object to the form.

A I don't know when they were published.

Q But they were published; right?

MR. MacKELCAN: Object to the form.

A I don't know.

Q You don't know?

MR. MacKELCAN: Object to the form. Asked and answered.

Q Now, the last page is a draft.

A Correct.

Q Okay. I guess, to me, that's the only draft minutes that I've seen throughout this case. Do you know why?

A I think this is -- this is predicated on the fact that it didn't -- it didn't end in a censure, and I think that -- if I'm referring -- if I'm remembering correctly, where it says, Censure memo, it says, The original motion was amended by the president to accept the changes to the censure memo by reviewing the changes again and asking if all agreed. Let's see. . . and everyone at the meeting agreed, including Matt. It was a unanimous vote.

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And when I -- I'm referring to it as a censure memo, and I -- when we were drafting the censure, we changed it to -- from censure to letter of -- whatever it is. And then -- I'm sure you have the document over there from the next meeting. And I was just referring to the memo itself, not to the fact that he had been censured. Again, Matt was at this meeting and voted on the changes, and he agreed to the changes, whatever those changes were.

I guess what I'm trying to say is, to be completely candid, if he was censured, then he voted for his censure. He voted yes for his censure. And that's why I know that he wasn't censured, because he -- at the meeting that we attended -- I attended all the meetings with him -- he voted and agreed to the changes, and it was not a censure. And that's why I'm so adamant about it, because with all of this, I'm confident of the fact that as a board we did not censure him.

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Q Why would it have in the minutes that --
A I've answered that. You can keep asking, but I'll answer the same way each time you ask it.
(Exhibit No. 12, E-mail dated April 26, 2012, is marked for identification.)
A Okay.
Q I guess you remember getting this E-mail from Mr. Dawson?
A Yes. It appears to be a couple of days after the meeting, the April 24th meeting.
Q Would there, I guess, be discussion notes from that meeting?
A No, I didn't take any notes at the meeting.
Q Okay. In this E-mail, Mr. Dawson is asking why there was even a motion to censure him. Did anybody ever explain to him why there was a motion to censure?
A Nadine made the motion. I don't know if it was ever explained to him. Again, there's much discussion about this matter.
Q When you say much discussion, was it among board members, among --
A This consumed 90 percent of the board's work for several months. And that's why it was so important to the board to try and get this behind us, to move

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forward.
Q Was there any particular things that the -- say, a board member or the board in general or anybody did to investigate this matter?
A We looked at the documents that were presented to us, most of what you've shown me here.
Q Anything else?
A No. Not that I know. Not that I did. I don't know what the other board members did.
Q Would you have received any E-mails, that you recall, from Nadine Evans or --
A Not that I recall. Not that I recall.
Q Do you think the board understood what a censure was?
A I think, at the time, we all looked up the definition. And I think I even recall bringing the definition of a censure to the -- to one of the board meetings and reading it aloud after the motion. It was definitely after Nadine had made the motion. And, verbatim, I don't know what that definition is. But it's basically to scold him for his behavior.
Q And did anybody ever explain to him what his behavior was --
MR. MacKELCAN: Object to the form.
Q -- that warranted a censure?

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A I don't recall specifically that anyone -- we discussed at the meeting. We discussed the reasons for the censure.
Q And the reasons for the censure were what?
A It appeared that -- to the board -- the discussion in the board was that he had a dispute with his neighbor, and that that dispute seemed to be overlapping his responsibilities on the ARB chairman. At least that was the opinion of some board members.
Q Did anybody consider it like a personal matter between -- personal dispute between two neighbors?
A I think that some people did, in fact, think it was a personal matter. And that's what the big concern was, is that Matt was no longer focused on serving the community as much as he was concerned with the dispute with his neighbor.
Q Was the board afraid of a lawsuit by Dave Makara?
A I don't recall specifically. I know that as long as I served on that board, any time there was ever a mention during any situation of lawyers getting involved in a lawsuit, that panicked some people. It certainly didn't panic me, but I certainly can't speak for other members of the board.
Q Did the other members of the board want to,

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like, appease Dave Makara so that he would basically --
A I never got that feeling from anyone else on the board, that they wanted to appease either of the parties. Honestly, we wanted to get on with business of governing the community. And, again, this seemed like it was occupying a colossal amount of board time.
Q Did you have any discussions with Laura Deaton that she wanted to appease Dave and have Matt resign as ARB chairman?
A I don't recall that specific conversation. I know that it was my opinion that he should resign as -- resign as the ARB chairman, certainly not the board, and certainly not as our treasure, because I think he was a valued asset to the board, but I felt that he also should resign from the ARB.
Q Can you think of anything else that pertains to this situation that we haven't talked about?
A No, sir.
MR. CONDON: Let's take a break just for a second.
(A break is taken from 1:18 p.m. until 1:31 p.m.)
Q Shawn, obviously, you were president and vice president and member of the board at Village Green. While you were president and vice president, were

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complaints that were made by residents about other residents, were those complaints confidential?
MR. FERDERIGOS: Objection to form.
Q You can answer it.
A I'm not hesitating because of the objection. I'm hesitating because we had several property management companies, and I was under several different board terms, and each of them handled it differently. While I was president, I can only speak of the way it was while I was president. I was the point of contact for the property management company, and any complaints or any communications came through me.
Q Would the confidentiality of the person making the complaint be disclosed?
MR. FERDERIGOS: Object to the form.
A It was never openly discussed, but I wouldn't have disclosed it. If the property management was speaking to me, is that what you're asking?
Q Right. Or just, say, a resident makes a complaint about somebody else, another resident, would the person who made the complaint, would that person's identity or who it was making the complaint be disclosed?
MR. FERDERIGOS: Object to the form.
A Not while I was president.

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Q Would not be disclosed?
A Not by me --
MR. FERDERIGOS: Object to the form.
A -- while I was president, that's correct.
Q Obviously, personal issues would not be the subject of what the board would be dealing with, if it is personal issues between neighbors --
MR. MacKELCAN: Object to the form.
Q -- that would not be in the province of the board's preview. Would that be a fair statement?
A No.
Q If it is a personal issue between two neighbors, would the board make a decision about --
A If it's affecting the functionality of the board, it becomes a board issue. And I won't elaborate on that, unless you've got another question.
Q No. I mean, in this situation, the -- let me just kind of go back over Number 11, if you can reference that. The second-to-last page.
A April 24th, 7:00 p.m., Village Green pool?
Q Right.
The purpose of this special meeting was the proposed censure of an HOA board member and ARB chairman from all Homeowner Association business directly pertaining to 3236 Middlebury Lane from this

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point forward.
So the censure as -- as made the motion, had to do with conduct in the future, not necessarily what happened in the past?
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A I don't read it that way.
Q Isn't that what it says?
A Well, we can't control anything that happened in the past, obviously, but we're asking him to have no further contact, as an ARB chairman, with this person in the future.
Q And that was the proposed censure at this meeting?
A Correct.
Q Okay. And these minutes would be posted on the Internet?
A Being completely honest with you, sometimes they were, sometimes they weren't. So I have no idea if these were or not.
MR. CONDON: Okay. Shawn, I don't have any other questions at this time. These gentlemen may have some questions.
MR. FERDERIGOS: Let me go ahead and go first.

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EXAMINATION
BY MR. FERDERIGOS:
Q Shawn --
A Yes.
Q -- there were several questions that Plaintiff's counsel just asked you about whether or not complaints would be disclosed, and I objected to those questions. And I think when you answered those questions, you were talking about disclosing complaints to third parties.
A Correct.
Q Okay. What Plaintiff's attorney is getting at, and what I want to be very clear what your testimony is, is, does property manager tell the president about the complaint? That's what he meant by disclosing. Is it appropriate, when you were president, and there was a complaint made to the property manager, the property manager tell the president?
A Absolutely. I would expect him to.
MR. CONDON: Object to the form.
Q Would that include the complaint and who's making the complaint and where the complaint is and all sort of --
A Absolutely.

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Q And that's appropriate; correct?
MR. CONDON: Object to the form.
A It would appear to be.
Q And that's absolutely normal, based on how you communicated with the property manager when you were president?
A Absolutely.
MR. CONDON: Object to the form.
Q Now, the contract -- or the responsibilities that the homeowners association, Village Green, has with a property manager, and vis-a-vis the other, one has responsibility to the other, and is -- are those responsibilities set forth in the contract that is signed between the Village Green and the property management association?
A They should be.
MR. CONDON: Object to the form.
Q Okay. So if you have different property managers agreeing to different terms about what services they're going to provide and what duties they're going to live up to, would you agree that it's the terms of the contract that they entered into that governs what their responsibilities and duties --
A Yes.
MR. CONDON: Object to the form.

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Q So just because some property manager in testimony past had agreed to have a confidential complaint system, if a property manager in the future, in that contract between the property manager and the homeowners association, if there's no confidential complaint process set forth in that contract, then that new property manager wouldn't have an obligation to have a confidential complaint process?
A I would agree.
MR. CONDON: Object to the form.
Q I mean, it all governs by what the contract says; correct?
MR. CONDON: Object to the form.
A Correct.
Q Now, if the contract between the property management association -- the property management and the homeowners association says that the property manager is to freely and fully confer with the board, freely and confer with the board president, and to work with the board in order to make sure that the rules and regulations are followed and things of that nature, if that's what the contract says, then would you agree that a property manager has an obligation to fully advise the board about anything that it knows pertinent to the homeowners association?

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MR. CONDON: Object to the form.
A Yes, based on what you described.
Q Would you agree that in such a situation, a property manager can't keep secrets from the board and president?
MR. CONDON: Object to the form.
A I can only speak during the period of time that I was president. And I would have asked that the board reconsider another property management company if a property management was keeping secrets from the board.
Q So it's not appropriate, in your mind --
A It wouldn't have been appropriate while I was president.
Q -- to keep secrets; is that correct?
A Correct.
MR. CONDON: Object to the form.
Q Now, let me go ahead and hand you the Ravenel Associates, Inc. Association management agreement and mark that as Ravenel Associates 1.
(Ravenel Associates Exhibit No. 1, For Ravenel Associates, Inc., Ravenel Associates, Inc., Association Management Agreement, is marked for identification.)
Q And have you seen that contract before between Ravenel Associates and Village Green?

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A I can't say that I have. My signature is not on it, so I wasn't one of the ones that entered into the contract.
Q Okay. And I want you to assume that this is the agreement that the Village Green Association filled out with Ravenel Associates --
A Okay.
Q -- in regard to the property management services that were going to be provided.
A Okay.
Q And if you could just read -- well, don't read, but look for me at these provisions, the third page.
MR. CONDON: Just for the record, I object, since he's not familiar with this document.
MR. FERDERIGOS: That's fine. You can object.
Q If you look at the third page, under B(1), The manager shall confer freely and fully with the board and officers of the association when so requested by them in connection with the performance of the manager's duties.
A Yes.
Q Okay. If you flip the page and look at B(6). The manager shall assist the board and officers of the association in the enforcement of the rules and

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regulations adopted by the association.
A Yes.
Q Okay. And then if you look at page 6 of 8, IV(C), that the board is to designate a single member of the association who will be authorized to deal with the manager on matters relating to the management of the association.
A Yes.
Q Okay. Is that consistent with the previous provisions that I've mentioned to you --
A Yes.
Q -- within the agreement?
MR. CONDON: Object to the form.
Q Okay. And based on that agreement, and based on those provisions, do you see anything in this contract that says there's a confidential complaint process?
MR. CONDON: Object to the form.
A Repeat the question.
Q Sure. Based on these provisions that I just reflected to you, is there anything in this contract between Village Green and Ravenel that says Ravenel has any responsibility to provide a confidential complaint process?
MR. CONDON: Object to the form. Not

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competent.
A It just says that they will freely and fully communicate with the board.
Q And, again, is this reflective, in your opinion, that Ravenel Associates can't keep secrets from the president of the board?
A Absolutely.
MR. CONDON: Object to the form.
Q Okay. So consistent with your testimony that you would expect the property manager to tell the president about a complaint and all aspects of the complaint, including who the complainer is, would you agree that this contract is consistent with the way that -- that property managers you dealt with as president of the HOA --
A I would say it's very familiar --
MR. CONDON: Object to the form.
A It's very familiar to the same contract that I entered into while I was president.
Q Right. And would you --
A Consistent.
Q And would you agree that it's consistent that you expect property managers to tell the board president who the complainant is, as well as who the complaint is -- who the complaint is about, what the

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complaint is, and what properties you're dealing with?
MR. CONDON: Object to the form.
A Yes.
Q Okay. And that information, you would expect that a property manager would -- would you expect that a property manager would disclose this information to the president?
MR. CONDON: Object to the form.
A The president or the designee.
Q The designee. Okay. Let me just ask you a quick question. There were several questions that you were asked about the special meeting minutes of April 24th, 2012. And it's the part -- and I'll just refresh your recollection -- where it says, Heather McKelvey made a motion to approve a censure of the ARB chairman; motion carried by majority vote, parentheses, Shawn, Nadine, and Heather, close parentheses.
A Yes.
Q And you were asked several questions. I think the point of what you were saying was, that you had this meeting; at one point, there was a motion made that the vote -- that the minutes say was carried, but then y'all decided to change it into a memo of counseling?
A Yes.

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MR. CONDON: Object to the form.
Q And I know this is hyper-technical here, but this statement, Heather McKelvey made a motion to approve a censure of the ARB board -- or ARB chairman; motion carried by majority vote, parentheses, Shawn, Nadine, Heather, close parentheses. In the middle of the meeting, do you recall there being a vote that was carried to censure him, but, then, by the end of the meeting all decided to change that. Is that what happened?
MR. CONDON: Object to form.
A I think that that's what happened. And in looking at those notes, with the names in parentheses, I'm confident that I never voted for a censure. So I'm thinking that the person who drafted this just mentioned those were the people who were voting. I don't think she said -- does it say unanimous?
Q No. No.
A Right. Exactly. Because I -- again, that's why I'm -- I've got some conflict, maybe, with those minutes, because I never voted for a censure.
Q Okay. But the minutes do reflect that a motion to approve a censure of the ARB chairman was made and was carried by a majority vote in the middle of the meeting?

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A That's what it appears to be, yes.
Q And, then, by the end of the meeting, y'all decided to go ahead and change that?
A Yes.
MR. CONDON: Object to the form.
A And I think the second paragraph speaks to that.
Q Correct. Correct.
MR. FERDERIGOS: I have no further questions. Please answer any questions of Mr. MacKelcan.

EXAMINATION

BY MR. MacKELCAN:

Q I just have a few questions, just to make sure that I'm clear on your testimony. Do you have the exhibits? Yeah. If you will look at Exhibit 5. And this is the letter from Bob Cherry that is unsigned and dated with Xs for the date.

Do you have any recollection, as we sit here today, whether or not the board approved this particular letter?

MR. CONDON: Object to the form.
A No.
Q If you go to Exhibit 6, which is the April 10th letter that Bob Cherry -- from Bob Cherry. Again, it's also unsigned.

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When you were being asked about this letter, there was some -- I think, some question as to who was actually the president at this time. And I think your testimony was, you weren't sure exactly when it transferred from Evan to you; is that correct?
A That's correct.
Q It happened sometime around this time?
A Correct.
Q All right. And I think that you testified that you don't recall authorizing this letter; is that correct?
A That's correct.
Q Do you have any knowledge if any Village Green board member authorized Bob Cherry to send this letter?
A I have no direct knowledge.
Q Okay. If you look at Exhibit 8 -- let's see.

Well, not specifically Exhibit 8. Sort of a general question. And you made mention a few times about a number of meetings and with -- specifically with Exhibit 8, there was a question as to whether Mr. Dawson was going to be reprimanded.

Is it fair to say that the Village Green board members struggled with how to handle reprimanding Mr. Dawson for his activity with Mr. Malara?

MR. CONDON: Object to the form.

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A Absolutely. And that was much of the discussion, because we felt that Matt was a valued member of our board, but we -- as a group, we just felt that he was getting bogged down in this dispute with his neighbor, and it was -- it was cutting into an incredible amount of time that the board was trying to do the business of the neighborhood, to the point that Malara -- Dave Malara would attend our meetings and be very disruptive at our meetings. Just his presence at the meetings was very disruptive.

So, yes, we loved having Matt on the board, but we just felt that this was interfering with the operations of the board.

Q I think -- I tried to take down your answer to one of Joe's questions verbatim, and I may -- I may not have done that. But I think what you testified is, you said -- he was asking you whether personal matters were in the purview of the board. And I think your answer said: Personal matters affecting the functionality of the board becomes an issue for the board. Is that basically what you said?
A I'd say that's verbatim.
MR. CONDON: Object to the form.
Q Is that what happened here with Mr. Dawson, that he had allowed a personal issue with a neighbor to

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impact his ability to -- to conduct the duties of the ARB chairman?
MR. CONDON: Object to the form.
A And I -- I like the question, because you said "as ARB chairman." Because I think he was a valued asset to the board in every other respect, but as the ARB chairman, yes, I think he was hyper-focused on the conflict with the neighbor.
Q All right. And if you could look at Exhibit 11 -- Plaintiff's Exhibit 11. If you look at the second page, it appears to have the date April 16th, 2012; is that correct?
A Yes.
Q And it says, "To Matt Dawson, HOA director, from Village Green HOA board of directors"; is that correct?
A Yes.
Q All right. And then it talks about, In conjunction with formal censure, this memo serves to express displeasure with your involvement in particular matters related 3286 Middleburry Lane, as chairman of the architectural review board.

Was 3286 Middleburry Lane where Dave Malara and Virginia Adriban lived?
A To the best of my knowledge.

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Q But as you said before, this particular letter was revised; is that right?
A Yes.
Q If you look at the next page --
A The board never adopted this letter.
Q Okay. So the next page is dated April 23rd, 2012; is that right?
A Yes.
Q And the actual text of the letter has been considerably edited; right? It's a shorter memo; is that right?
A Yes.
Q Okay. So it's also to Matt from the HOA board. Again, it starts with, This memo serves to express displeasure with your involvement in particular matters related to 3286 Middlebury Lane, as chairman of the architectural review board.
Do you think that there was any confusion as to why Mr. Dawson was being reprimanded?
MR. CONDON: Object to the form.
A No. We discussed it at length.
Q It says it right here; right? It says, We are expressing displeasure with your involvement with particular matters related to 3286 Middlebury Lane. and if I tell you that that is Dave Malara's address --

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and I think you said you recall that that's what it was. I mean, it's fairly clear from this, that the board was unhappy with the way he was involved with Dave Malara; is that correct?
A Yes.
MR. CONDON: Object to the form.
Q And then it goes on to ask him to remove himself from matters directly pertaining to Dave Malara's property; is that correct?
A That's correct.
MR. CONDON: Object to the form.
Q And that's something that the board discussed as a reasonable reprimand for Mr. Dawson?
A Yes.
Q All right.
MR. CONDON: Object to the form.
Q And that has to do with, I guess, conflict of the interest; would that be correct?
MR. CONDON: Object to the form.
A I would -- I would say yes.
Q Okay. All right. And you've testified earlier that Mr. Dawson, in fact, agreed to this revised memo of counseling; is that correct?
A Yes. I sat beside him as we went over it line by line at that meeting and edited it from this form to

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this form, to the second page.
Q So independent of this exhibit today, here at the deposition, you're telling us that you actually remember the meeting, you remember sitting next to him, and you remember working with him to revise the document?
MR. CONDON: Object to the form.
A Yes.
Q And you remember him agreeing to it?
A Yes.
Q While you were serving your community -- and I know you said -- I don't think you were on the ARB. But was it the policy of the HOA board for the ARB chairman to take photographs of their neighbor's property?
MR. CONDON: Object to the form.
A It wasn't our practice. Our practice, as a board -- if you're in the ARB or ARB chairman, the property manager would E-mail you an ARB request. If you wanted to build a shed in your back yard, the ARB chairman would receive that request from via E-mail from the property management company. And at that point, the ARB chairman would visit the site and look at it to make sure that what's being requested is actually what's being done and then report back to the

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board. Whether they took pictures or not, we never requested pictures.
Q Okay. And was it appropriate, while you were on the board, for the ARB chairman to send text messages to an owner regarding potential or perceived violations?
MR. CONDON: Object to the form.
A It was our practice to communicate -- if you -- if, as a board member, you noticed a violation in the neighborhood, you would report that to the property management company, and the property management company would handle it.
Q And those two examples referenced are actually two of the reasons why Mr. Dawson was reprimanded?
MR. CONDON: Object to the form.
A Correct.
Q Have you seen Mr. Dawson since you no longer -- since you moved out of Village Green?
A Counting today, one other time.
Q When was that other time?
A Possibly, last June. I think it was last June or July.
Q Do you remember where you were when you ran into him?
A Trayce's Too. It's a bear and -- it's a bar

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on Highway 61.
Q All right. Tell me about that interaction.
A Well, I was caught off guard. I saw him and another resident in the bar and immediately went up to speak to him. I hadn't seen him in over a year. And Matt was clearly agitated with me, obviously agitated with me. And he brought up this situation, which I thought had been resolved, had no reason to think that it wasn't resolved. And I felt that he was blaming this all on me. That's -- that's the way I felt coming away from the conversation. He was definitely agitated and was very upset with me, I guess, because I was the president during the period of time of it.
Q I mean, was he yelling at you?
A He was -- he was definitely angry with me.
MR. CONDON: Object to the form.
Q Did you feel threatened?
A No, not threatened. I felt like he was -- he was upset -- very upset, but I certainly wasn't in fear of my safety.
Q But you said you actually had gone up to them to say hello?
A Absolutely. I consider them both friends, or at least neighbor.
MR. MacKELCAN: I don't have any further

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questions.
MR. CONDON: I just have a few, just follow-up.
FURTHER EXAMINATION
BY MR. CONDON:
Q The training that took place, as far as this -- whether it's a censural or a counseling, as you characterize it, that training had actually already taken place, as far as the -- they called it training in ARB guidelines, or there was some training that was going to take place for all the members of the board of directors. Do you recall that?
A Who was doing this training?
Q It would have been provided by the management company.
A I don't recall that specifically, but I know with each property management company that we hire, they like to give a brief seminar each year to the oncoming board members. And if I remember correctly, the ARB is part of that training -- or seminar.
Q Didn't that training already take place --
A I have no idea.
Q -- before this motion for censure?
A I have no clue. I have no clue.
MR. CONDON: All right. I don't have any

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other questions. Oh, let me ask this.
Q So Dave Malara would come to the meetings and would be disruptive when he came to those meetings?
A Yes.
Q And, basically, intimidated the members of the board?
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A I was under the impression that some of the attendees were -- were somewhat threatened by him, yes.
Q And when you say attended, you're talking about board --
A Residents are at our meetings also.
Q But, I mean, I'm talking about board members being intimidated by Dave Malara.
A And residents.
Q But also -- but definitely board members?
A Yes.
MR. CONDON: Okay. No other questions. Appreciate your time, Shawn. Nice to meet you.
THE DEPONENT: Yes, sir. My pleasure.
MR. CONDON: One last question.
Q Is there anything else we haven't discussed, whether meeting Matt Dawson or anything else --

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A Are we still on the record?
Q Yes.
MR. MacKELCAN: Object to the form.
A No, there's nothing else.
MR. CONDON: All right. Appreciate it.
THE DEPONENT: Thank you.
MR. CONDON: There is a procedure where the deponent, you being deposed, have a right to get a copy of the transcript, look it over and see if the court reporter got it down right. So you do have a right to do that. It's really up to you whether you want to exercise that right.
THE DEPONENT: No. I'm sure I'll see it again if we go to court; right?
MR. CONDON: Yes.
THE DEPONENT: No, I'm fine.
MR. MacKELCAN: He will waive it.
(The deposition concludes at 1:58 p.m.)

REPORTER'S CERTIFICATE

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

I, ROLAYNE M. VOLPE, Certified Court Reporter, CCR, and Registered Professional Reporter, RPR, do hereby certify that the transcript of the foregoing proceedings accurately reflects the events that occurred before me to the best of my ability at the time and place set out on the caption hereto; that the deponent was by me duly cautioned and sworn, or affirmed, to tell the truth, the whole truth, and nothing but the truth; that the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself or herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken or to any attorney or counsel employed by the parties hereto, nor financially interested, directly or indirectly, in the outcome of this action.

CERTIFIED AND SIGNED on this 7th day of May, 2015.

ROLAYNE M. VOLPE, CCR, RPR
Certified Court Reporter and
Registered Professional Reporter
Commission Expires: 8-30-2021

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF NADINE EVANS

Matthew L. Dawson,
Plaintiff,

vs. Case No.: 2013-CP-10-0857

Village Green Homeowners Association, Inc.,
Defendant.

Matthew L. Dawson and Kateri Dawson,
Plaintiffs,

vs. Case No.: 2013-CP-10-2319

Ravenel Associates, Inc. d/b/a Ravenel Associates,
Defendant.

DEPONENT: NADINE EVANS

DATE: March 28, 2015

TIME: 3:00 p.m.

LOCATION: Carlock, Copeland & Stair, LLP

REPORTED BY: BOLAYNE M. VOLPE, CCR, RPR
CLARK & ASSOCIATES, INC.
P.O. Box 73129
Charleston, SC 29415
(843) 722-6294
www.clark-associates.com
Rolayne@clark-associates.com

APPEARANCES

For the Plaintiffs:

J. JOSEPH CONDON, JR.
Law Office of J. Joseph Condon, Jr.
3842-C Leeds Avenue
N. Charleston, South Carolina 29405
(843) 554-1000
condonlaw@msn.com

For the Defendant, Village Green Homeowners Association:

DOUGLAS W. MacKELCAN, III
Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401
(843) 727-2007
dmackelcan@carlockcopeland.com

RANDELL C. STONEY, III
Luzuriaga Mimis, LLP
50 Ingram Street, Suite 200
Charleston, South Carolina 29403
(843) 410-4777
rstoney@lmlawllp.com

For the Defendant, Ravenal Associates, Inc.:

PHILLIP S. FERDERIGOS
Barnwell, Whaley, Patterson & Helms, LLC
288 Meeting Street, Suite 200
Charleston, South Carolina 29401
(843) 577-7700
pferderigos@barnwell-whaley.com

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NADINE EVANS,
having been first duly sworn or affirmed by the Court Reporter to tell the truth, the whole truth, and nothing but the truth, was examined and testified upon her oath as follows:

EXAMINATION

BY MR. CONDON:

Q Ms. Evans, hey.
A Hey.
Q My name is Joe Condon. I represent the Dawsons, Matt and Teri.
A I think I met you at a board meeting.
Q Okay. Very good.
A Yeah. Uh-huh.
Q Have you ever had your deposition taken before?
A Never.
Q Well, there's a first time for everything.
A So this is new.
Q Okay. I'll kind of give you some basic rules.
A Okay.
Q There's a couple of rules. The most important one, if there's a question I ask you and you don't understand, ask me to repeat it or rephrase it so that you do understand it, because sometimes there's

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questions I ask that aren't clear. But if you answer the question, I will assume that you understood it. Is that fair enough?
A Sure.
Q Okay. The other thing, too, in a deposition, it's important that the court reporter take down everything. So they can't take down a nod of the head or body language, so you have to answer orally to everything; okay? So is that okay?
A Yes.
Q And if you -- this deposition shouldn't be real long. It might take just a little bit. But if you need to take a break at any time, feel absolutely free to do that; okay?
A Yes. Thank you.
Q And what I normally do is ask some background questions. And I do that on every witness, and sometimes it's more detailed than others. But in this particular case, I'll just have some background questions, and then basically what you know about this case. That's really kind of what we're going to ask about.
A Okay.
Q Can you state your full name for the record.
A Nadine Kay Evans.

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Q Okay. Ms. Evans, where do you live?
A I live at 7090 Windmill Creek Road. That's in Charleston, 29414. And it's in the Village Green subdivision.
Q Okay. Now, how long have you lived in Village Green?
A We have lived there since 2001.
Q Okay. Do you live there with your husband?
A Yes.
Q And what's his name?
A Phillip.
Q Evans?
A Evans. Uh-huh.
Q The other thing I sometimes ask is, do you have any family in Charleston County? The main reason, I wouldn't want, like, your relative sitting in the jury. If you could just --
A Yes, I do have relatives. I have a daughter.
Q A daughter. Anybody else?
A That's it.
Q Okay. What's her name?
A Ingrid.
Q Evans?
A Tugwell.
Q Tugwell. Okay. Ms. Evans, if you could just

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briefly tell me a little bit about yourself, where you went to school, where you grew up, things like that.
A Okay. I went to school -- well, I grew up in Ohio, graduated high school there. Attended Ohio University; moved to Colorado, got my masters at Colorado State. Lived out there for ten years, moved back to the Carolinas in 2001.
Q Okay. What did you get your master's in?
A Information technology.
Q Okay. So are you a programmer?
A I did security.
Q Okay.
A I teach security.
Q Tell me what that is. What do you mean, security?
A That's like ethical hacking, making sure the structures are safe.
Q There's such a thing as ethical hacking?
A Absolutely.
Q What does that mean?
A That means you go into a company and see if their -- their servers are safe and secure, their firewalls are good, that type of thing.
Q I see. So you test the firewalls, basically?
A Their systems overall, yes.

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Q Are you working for anybody right now?
A No.
Q Okay.
A I'm retired.
Q Retired. Okay.
A And loving it.
Q That's good. Retired from where?
A PST Charleston, Incorporated.
Q PST?
A Uh-huh.
Q Was that a security company?
A It's a -- it's a performance training solutions company that specializes in just computer-related --
Q In Charleston?
A Uh-huh.
Q How long did you work for them?
A From 2001 until 2011 or '12.
Q Okay. And since 2011, you retired?
A Uh-huh.
Q Okay. Now, you were on the board at Village Green?
A Yes, sir.
Q Okay. What was the time period that you were on the board?

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A Let's see here. I'm not sure of the exact year.
Q That's all right.
A 2012, I think. And I served one year.
Q Okay. Are you on the board now?
A No.
Q Okay. So you -- when you were on the board, were you a -- just a director, or were you an officer?
A I was just a -- originally, a director.
Q And did you work on any committees?
A I did. I was the co-chair of the ARB committee.
Q Okay. And just briefly tell me what the -- you, as the co-chair of the ARB committee, would be.
A When people submitted their ARB requests to Ravenel, they would send us the request, and we would then follow up with the person making the request to determine if they had the proper city permits, if they followed the ARB guidelines. We would go out and do a site inspection, and then we would either approve it, or it would go before the board, if there were any notable exceptions.
Q And were you co-chair with Matt Dawson?
A I was, yes.
Q Okay. Now, in, say, the spring of 2012, do you remember working up a violation letter for Dave Malara, say, that would have gone out in March of 2012, with different violations that he had with regard to his property?
A I specifically remember we discussed the color of his shutters. They were not within the ARB guidelines of the approved colors.
Q Anything else? Like a shed or anything else like that?
A No.
Q So did y'all plan on sending out, like, a violation letter to Mr. Malara?
A I think that we would have instructed Ravenel Associates to send out a letter, yes.
Q Okay. And do you recall if that would have been, like, in March of 2012, if you remember?
A It might have been in that time frame.
Q Now, I'm going to show you some documents, Ms. Evans.
A Okay.
Q We'll just kind of go through them.
(Exhibit No. 1, E-mail dated March 13, 2012, is marked for identification.)
Q Ms. Evans, this is Exhibit Number 1 for your deposition.

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A Okay.
Q Let's just kind of look at that.
A All right. Thank you.
Q Sure.
(Pause in proceedings.)
A Is there a page 1?
Q There may have been, but all I got was pages 2 and 3.
A Okay.
Q Okay. Do you recall these E-mails?
A Yes, I do.
Q Okay. Well, let me back up just a second. As far as any E-mails or documents with regard to this case, do you have anything like these E-mails that, you know, say, they're on your computer?
A No. I don't have that computer anymore. But I did turn everything over to the board's attorneys.
Q Doug MacKeltcan?
A Uh-huh.
Q And what exactly did you turn over?
A Everything that I had that related to the board while I served.
Q I see. And I guess you gave them to him a while back?
A Oh, yes, uh-huh.

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Q Okay. Now -- so this would have been like in March of 2012?
A Uh-huh.
Q Y'all are getting ready to send a letter out to Dave Malara; is that correct?
A It would appear we instructed Bob to do that.
Q Okay. Do you know if that letter ever went out?
A I do not.
Q Okay. Now, in the spring of 2012, do you remember a dispute between Dave Malara and the Dawsons?
A In what?
Q During this time period, the spring of 2012.
A Yes, uh-huh.
Q What do you recall about that dispute?
A As I recall, it -- as I recall, Matt sent text messages, while standing in front of Dave's house, regarding violations -- perceived violations of the ARB, that had taken place over a period of time prior to me being on the board, even.
Q Okay. Now, when you were on the board during this period of time, did y'all -- what did the board do with regard to this dispute between these two neighbors?
A Well, we try not to involve ourselves in the

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actual dispute. I believe Mr. Malara came to a board meeting and demanded that we remove Mr. Dawson from the board. The board met in special session at some point later on, after, you know, we got the letter from Mr. Malara's attorney, and we decided it was in the best interest of the homeowners association not to do that. We wanted to keep Matt on the board.

Q And so what happened after that? I mean, was there a specific determination to keep Matt on the board?

A Yes, uh-huh.

Q Do you remember when that happened?

A Well, it would have been sometime after Mr. Malara came. I don't have the exact dates, I'm sorry.

Q That's okay. Now, the board did try to censure Mr. Dawson; do you remember that?

A We did send a letter asking Matt not to involve himself in this particular -- it's my understanding, that a letter was sent asking Matt not to involve himself with anyone that lived within five houses on either side, behind or front, and that we -- the board had voted to censure his actions.

Q Okay. Do you know why they voted to censure his actions?

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A Because the letter from Mr. Malara's attorney requested that he be removed from the board. And to remove a board member, we would have had to call a meeting of all the homeowners, and that would include lots of notifications, and it was very expensive to do. And then the certain percentage would have to show up, and then the decision would be made whether Mr. Dawson stayed on the board or not. We just felt it was not in the best interest of our homeowners association to do that.

Q Okay. Did y'all feel like the dispute between the -- the two neighbors was a personal matter?

MR. MacKELCAN: Object to the form.

Q You can answer.

A I don't know. I mean, I -- I don't know. I wasn't on the board until that January.

Q Okay. But I mean -- but you were on that board during this time period when this issue is being handled by the board; right?

A I wasn't at the board meeting that Mr. Malara came to.

Q Okay.

A So I didn't -- I wasn't privy to all of the information presented.

Q Okay. All right. So what did -- were you

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part of any discussions with regard to this issue, in terms of whether to censure Mr. Dawson or not?

A Yes, the entire board was a part of that.

Q Okay. Did the board, at any time, think that there was a -- like, a personal issue between two residents?

MR. MacKELCAN: Object to the form.

A I don't believe we discussed that.

Q What exactly did the board -- do you remember what the board discussed?

A I believe we discussed how to resolve the issue in the best interest of our homeowners association without removing Matt from the board, as Mr. Malara's attorney requested.

Q I'm going to show you what's been marked as Number 11 for -- this is from another deposition. Just see if you recognize this document. There's a couple of pages to it. So just take your time.

A Okay.

Does it need to have a sticker on it or anything?

Q Well, it does.

MR. MacKELCAN: Is this Toole Number 11?

MR. CONDON: Right.

Q This is Exhibit Number 11 from Mr. Toole's

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deposition.

A Okay.

(Pause in proceedings.)

A Okay. I've read it.

Q Okay. There's a special meeting minutes of Tuesday, April 24th, 2012. You would -- it would have been the third page in.

A Uh-huh.

Q You were at that meeting?

A I was.

Q Now, at that meeting there was a motion made to censure the ARB chairman, and the motion carried by majority vote, Shawn, Nadine, and Heather. Do you remember that?

A Yes, uh-huh.

Q Tell me exactly what you recall of that motion. The motion was to censure Mr. Dawson?

A The meeting -- Matt had requested a special meeting, and I believe we met at the pool, and the meeting was regarding the censure.

Q Yes, ma'am.

A That's all the meeting was about.

Q Uh-huh.

A So I think that's why that -- that's -- that's in there -- written that way. But we revoked the

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censure at the meeting.
Q You did what now?
A We revoked it.
Q Revoked it?
A Uh-huh.
Q And how did y'all do that?
A A motion was made by Shawn, I believe, and Matt agreed that we would amend the motion to just what is stated here, the memo of counseling. And we all agreed to that. It was all voted on, and...
Q Did the -- obviously, the motion to censure did pass?
A Well, the motion to censure passed in a prior meeting. Matt requested that we have a meeting to discuss the motion of the censure, which we did. And I think the secretary just wrote it that way specifically because that's why the meeting was called. But I wasn't the secretary, so you would really have to check with her.
Q Okay. But, I mean, it sounds like it was a motion at this meeting, on April 24th, to censure the ARB chairman, and it carried?
A And it --
MR. MacKELCAN: Object to the form.
Q You can answer, Ms. Evans.

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A I think what you're not getting -- I mean, you're not reading the whole thing. We went on to amend the motion, to do away with the censure and just do a memo.
Q Okay. Do you know if these minutes of that meeting of April 24th, 2012, were published on the website of Village Green?
A I'm sure they were.
Q All right. Was there ever a time period where -- well, first of all, let me ask you this. Do you know Dave Malara?
A Could you be a little bit more specific?
Q Did you ever have any interaction with Dave Malara, other than being on the board with him?
A Yes, I had.
Q Okay. Can you tell me about that?
A Well, you know, it was just a -- I mean, I can't recall the exact details, but I can tell you that he included me in a -- some kind of a tirade letter that he sent out to people, and I was never involved in the issue.
Q Do you know what the tirade was about?
A I really don't. I wish -- I wish I could remember. It could have been any one of a hundred things.

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Q Okay.
(Exhibit No. 2, E-mail, dated March 29, 2012, is marked for identification.)
Q Ms. Evans, I'm going to show you an E-mail and just see if you recognize it. It's from Laura Deaton, but it's -- I just want to see if you recognize it.
A Okay.
(Pause in proceedings.)
Q Do you recognize it?
A Uh-huh.
Q What is your E-mail address?
A LovinglifeNSC.
Q So this E-mail was sent to you?
A Uh-huh.
Q And copied to other people that were on the board?
A That's correct.
Q Okay. Now, in this E-mail, Ms. Deaton is suggesting that Matt resign from the ARB committee in order to appease Dave Malara. Do you know what she meant by that?
A I don't. You really need to ask Laura.
Q Okay. Were people intimidated by Mr. Malara?
MR. FERDERIGOS: Object to the form. Please respond.

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MR. MacKELCAN: Object to the form.
Q You can answer it.
A I would have no idea if people were intimidated by Dave Malara. I don't live close to him. I don't social with him. There's no interaction, so I couldn't answer your question.
Q But you, at one time, were, like, a target of his tirade?
MR. MacKELCAN: Object to the form.
A Right.
Q Do you know if other people were targets of his different tirades?
MR. MacKELCAN: Object to the form.
A I couldn't say.
(Exhibit No. 3, E-mail dated March 13, 2012, is marked for identification.)
Q Do you recognize Number 3?
A Can I read it?
Q Yes, ma'am. Absolutely. Take your time. Absolutely.
A Thank you.
(Pause in proceedings.)
A Yes, I do.
Q Do you remember what the issue was when you asked the property manager a question and it was

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related to Dave, that you had questioned something?
A I'm sorry. I mean, I just don't remember.
Q And in the letter -- or in the E-mail, you put down, Bob, I would expect that this matter would be handled confidentially. What matter are you referring to?
A Well, there again, I mean, I just don't recall.
Q Does this pattern of issues with Bob Cherry, where he divulges information on many occasions and has resulted in several neighbors have additional issues, do you know what that was about?
MR. FERDERIGOS: Object to the form. Please respond.
Q You can answer the question.
A Could you rephrase that?
Q Sure. In this E-mail, you put -- you reference Bob Cherry, and say, Bob, I would expect this matter will be handled confidentially. I'm sorry to have to ask that, but based on the prior experiences by myself and other residents, information on who complained has been divulged on many occasions and has resulted in several neighbors having additional issues. I'm not saying it was you who gave the information to the person who received these letters, but it did come

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from Ravenel.
A I can only speak for myself.
Q Yes, ma'am. Which is what?
MR. FERDERIGOS: I'll object to the form. But please respond.
A I mean, I'm not real clear on what you're asking. I mean, I think whatever it was, it's in this memo.
Q Okay. But was there -- was there issues of confidentiality that were breached, say, by Bob Cherry or someone at Ravenel?
MR. FERDERIGOS: Object to the form. Please respond.
Q You can answer.
A I think that someone at -- I don't think it necessarily was Bob Cherry, but I think someone at Ravenel may have given information to a party that they should not have divulged.
Q And do you know what the substance of that information was?
A Gosh, I wish I could tell you. I mean, I really am just racking my brain.
Q Yes, ma'am. I understand.
A But it, obviously, had something to do with our homeowners association, because Ravenel was our

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management company.
Q Gotcha. Now, later on, you -- in that same document --
A Uh-huh.
Q -- you put down, Honestly, I think Dave has a screw loose --
A Uh-huh.
Q -- to say he is a little strange is a major understatement. I have good neighbors that actually moved due to the personal attack he leveled against them for complaining about the non-enforcement of the covenants.
Who would have been those neighbors?
THE DEPONENT: Do I have to answer that?
MR. CONDON: Yes.
MR. MacKELCAN: I can't answer that question for you.
A I mean. . .
I just hate to name names. It's terrible.
Q But it's a legitimate question. I'm not trying to get somebody else involved, but I just want to know what's going on here.
A Uh-huh. Well, let me think who they were. You'll have to go back and search the records. They lived across the street from me.

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Q Yes, ma'am.
A Their first name was Pat. I can't remember his last name.
Q Does he still live there?
A No.
Q So he was like a neighbor right across the street from you?
A Catty-corner to me, yes.
Q And he had -- I guess, a run-in with Dave Malara?
A Yeah.
Q And he was intimidated by Mr. Malara --
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Object to the form.
Q You can answer -- to the point where he left the neighborhood?
A I think it was a choice he made. He made a choice. He just wanted to live somewhere else.
Q Do you live near Dave Malara?
A No.
Q Okay. And further in that E-mail, you mentioned that the last straw for you was going to board meeting at the church last year and he brough his beer.
A Uh-huh.

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Q Did he act obnoxious or intimidate -- you say he's a scary dude. Do you feel that as --
A I wasn't intimidated, if that's what you getting at, no.
Q Right.
Do you think any of the board members felt intimidated and just wanted to appease him?
A I can't answer for other board members.
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Object to the form.
(Exhibit No. 4, E-mail dated March 13, 2012, is marked for identification.)
Q If you could please have a look at that.
A Okay.
(Pause in proceedings.)
Q Do you remember that -- that E-mail?
A Uh-huh.
Q Okay. So as far as when you're on the board, the board never knew about the issues with -- between Dave Malara and the Dawsons that would have started in November of 2011?
A I wasn't aware of it.
MR. FERDERIGOS: Object to the form.
Q Okay. What did the -- the board do in trying to handle the complaint of Dave Malara? What did they

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do in general? I mean, in terms of handling that complaint that he made in March of 2012? Do you remember that complaint he made about the Dawsons? It would have been March of 2012.
A I -- all I remember is, he came to a board meeting that I was not in attendance.
Q Okay. Okay. And since you weren't in attendance, did you ever get any information about what complaint Dave Malara made?
A He -- I can only, you know, tell you that he felt it was inappropriate for the ARB chair to stand out in front of his home and text message him regarding violations.
Q Other than that, do you have any recollection of what Dave Malara complained about?
A No.
Q Okay. Would you -- would -- is that activity -- in terms of, you know, texting a resident about an ARB violation, was that in any way improper or inappropriate for the ARB chairman to do?
A Yes.
Q Why? Why so?
A It didn't follow our procedures and flow charts.
Q Now, in terms of the dispute between

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the -- you know, Dave Malara and the Dawsons, was there any discussions that this was a personal issue between two -- two residents -- two neighbors?
A I think at some point later on, we all felt you know, that it had gone on prior to many of us coming on the board, and we were unaware of it.
Q Unaware of the dispute between these two neighbors?
A Uh-huh.
(Exhibit No. 5, E-mail dated January 25, 2013, is marked for identification.)
Q Ms. Evans, I'm going to show you what has been marked as Number 5 to your deposition.
A Thank you.
(Pause in proceedings.)
A Okay.
Q Do you recall that E-mail?
A Absolutely.
Q Was there a -- what was the reason for the certificate of appreciation?
A This was part of our homeowners -- where we recognize our homeowners for serving the community. We recognize people that served at our Easter egg hunt, our Christmas program, our Toys for Tots board members, we recognize the fire department, police, from Team 4,

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lots of volunteers that we felt had in some way made our community a better place to live. And that's something the homeowners association does every year.
Q At their annual meeting?
A At the annual meeting.
Q And y'all wanted to give Matt Dawson a certificate of --
A Absolutely, for being a board member.
Q And a certificate of appreciation that shows he had done a good job?
A Our appreciation that he had served the board.
Q And that he had served it well?
A Well, I mean, we wouldn't have given him one if we thought he hadn't served as a board member well. And I want to be clear about that. As a board member.
Q Yes, ma'am.
(Exhibit No. 6, E-mail dated January 25, 2013, is marked for identification.)
(Pause in proceedings.)
A Okay.
Q Okay. Do you recognize that?
A I do.
Q Okay. This is an E-mail from you to Matt Dawson.
A Uh-huh.

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Q And you state: I've told you that I'm going to attempt to do whatever is necessary to make it right.

What did you mean by that?

A Well, I had hoped that this could be amicably resolved. Matt was the treasurer of the board. And we had -- we had discovered that there had not been an audit for the prior two years. And I believe the year before, Matt was treasurer. So, of course, we had to question why there wasn't an audit. But as far as the other, forcing him off the board, that's an opinion. I don't think anyone tried to force him off the board. Certainly not me.

Q Would you have been involved in, I guess, the motion for a censure?

A Every board member was involved in the motion for censure. Every board member.

Q Okay. Did you feel like the board gave Mr. Dawson an opportunity to explain his defense?

A I can only give you my personal opinion.

Q Okay.

A Yes, we allowed him ample time. We also -- we also attempted to convene special meetings at his convenience. And I would like to point out to you that Matt voted to approve the minutes of the censure both

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times.

Q Did he draft the minutes?

A He approved the minutes.

Q Minutes.

A Uh-huh.

Q Okay.

(Exhibit No. 7, E-mail dated March 23, 2012, is marked for identification.)

A Thank you.

Q Yes, ma'am.

(Pause in proceedings.)

A Okay.

Q Do you remember that E-mail?

A I do.

Q Okay. And that was from you to Heather?

A Heather was our secretary, that's correct.

Q Is this -- in that first paragraph, in terms of having received E-mails from Mr. Malara in the past, is this the same incident we talked about that you mentioned earlier?

A Yes, I believe it is.

Q Okay. In the article, it talks about breaking news for HOA was titled, Board must go, or we do. What was that about?

A I believe that involved a prior board member,

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John Hayes.

Q And did they change the bylaws to get rid of him?

A Yes.

Q Okay. So it would have been Dave Malara that orchestrated the removal of Mr. Hayes?

MR. MacKELCAN: Object to the form.

A I would have no idea. I wasn't on the board.

Q But you heard that he had orchestrated the removal of Mr. Hayes?

A There was a meeting called of homeowners. That's how I became aware of it.

Q That was to remove Mr. Hayes?

A It was to change the bylaws to remove Mr. Hayes, yes.

Q Would you have had any contact with Dave Malara or Virginia Adriban after that March, 2012, complaint?

A No.

Q Do you know if any board members had contact with Dave Malara or Virginia Adriban after that March 2012 complaint?

A I would have no idea. You would have to ask each board member.

Q Were you aware that Bob Cherry had sent

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letters out to his client saying that they were going to censure Mr. Dawson?

MR. FERDERIGOS: Object to the form. Please respond.

A Could you restate that?

Q Sure. Do you know if -- if Mr. Cherry sent out letters to Mr. Malara saying that they were going to censure Mr. Dawson?

A I'm not aware of any letters that went to Mr. Malara. I do know that the letters -- a letter went to Mr. Malara's attorney.

Q Ms. Evans, let me show you what has been marked as Number 6 from Mr. Toole's deposition and see if you recognize that -- see if you've seen that.

A Okay.

Q It's an April 10th, 2012, letter addressed to Dave Malara and Virginia Adriban from Bob Cherry.

(Pause in proceedings.)

A Okay.

Q Did you ever see that letter of April 10th, 2012?

A I may have.

Q You may have?

A Yes.

Q Okay. Do you know if anybody authorized

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Mr. Cherry to send that letter out?
A The president of the board would have authorized that, along with the consent of the board members, I'm sure.
Q Was there a discussion?
A I don't know. If it was, it would be in the board minutes.
Q I mean, in a -- it was an April 10th letter, and then you have special minutes for March 26, 2012, and then April 2nd, 2012.
A Uh-huh.
Q But it doesn't mention anything about sending out a letter by way of Mr. Cherry.
So it would -- that's what I was asking. Do you have any -- it wasn't in the minutes. So how would it have gone out, I guess, is my question, that letter of April 10th, 2012?
A I can only speculate, and I'm not sure I want to do that.
Q But you don't remember specifically authorizing this letter?
MR. FERDERICOS: Object to the form. Asked and answered. Go ahead. Please respond.
Q You can answer.
A I would -- I can only assume the board

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approved a letter be sent from the -- from the management company to David and Virginia.
MR. CONDON: I'm going to take a break just for a second. Is that all right?
THE DEPONENT: I'm fine with that.
(A break is taken from 3:56 p.m. until 4:09 p.m.)
Q Ms. Evans, where did the term censure come from? I mean, how did y'all come up with that term?
A I think it was just something -- we were just trying to figure out a way to -- I don't -- I mean, I really don't think it came out of thin air. I mean, I just think that it was just one of the terms that was being considered.
Q What do you think it means?
A Well, I'm not sure. In relationship to what?
Q Well, this case. I mean, in terms of censuring Mr. Dawson.
A Well, I think, at the time, we were thinking that if it would satisfy the complaint if we indicated that we were working on processes so this would not happen again, and I think that's how that came about.
Q In terms of trying to satisfy the complaint of Mr. Mahara?
A Yes.

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Q Did -- you mentioned this audit. The audit, I guess, had to do with hiring a firm --
A Yes.
Q -- to audit the books?
A Yes.
Q So Mr. Dawson didn't handle any money?
A No. It's the treasurer's job just to make sure that the bylaws are followed. And the bylaws state that, you know, we must have an audit yearly.
Q I see.
A And we realized shortly after the new board had convened that there had not been one for the prior year. At least the prior year or maybe the two prior years.
Q So the goal was to hire a firm to audit the books?
A Uh-huh.
Q Was the board following Robert's Rules of Order? Do you know?
A I believe our president did everything he could to follow the Robert's Rules of Order.
Q Let me show you what has been marked Number 8 for Mr. Toole's deposition and see if you recognize it.
(Pause in proceedings.)
A What does this relate to?

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Q Well, it says it's an E-mail from Shawn Toole, initially, to you, and saying: I'm also of the opinion that we did not -- we did not reply at this time. We met as a board and determined that Matt did not misuse his position as ARB chair and/or board member in this matter. It is simply a neighbor dispute.
A I'm reading that, but I don't know what it's relevant to. I mean, is there something up here missing?
Q In terms of the issue about remanding -- I mean, the -- the motion for censure.
A So that was after everything else, Matt sent this?
Q No. Well, let me kind of go over the date. This is April 17th, 2012.
A Right. And the letter is dated April 10th.
Q Right.
A And we held the board meeting March 26th.
Q And --
A And another one on April 2nd.
Q Right.
A So I'm not sure -- I mean, there has to be more to this. It -- how's it -- I'm asking you, how does this relate to -- what are we talking about?
Q We're talking about the censure of

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Matt Dawson. And what I was trying to show is that Shawn Toole sent this E-mail, and at some point he indicated y'all met as a board and --
A Well, clearly, we did. It's right here.
Q Okay. And that it determined that Matt did not misuse his position as ARB chair. And I was just wondering if you recall that?
A No. It says, I am also of the opinion that we do not reply at this time. Reply to what?
Q Okay. It's talking about the Durand letter from Mr. Malam's attorney.
A Well, could I see that?
(Exhibit No. 8, Letter dated April 12, 2012 from Eric Durand, is marked for identification.)
(Pause in proceedings.)
A Okay. Well, that's what -- that's what Shawn's responding to, that he's of the opinion that we don't reply to the letter dated April 12th.
Q I understand that -- that part. But the next part says, We met as a board and determined that Matt did not misuse his position as ARB chair and/or board member in this matter.
MR. MacKELCAN: Object to the form, to the extent there's a question.
Q Do you recall meeting as a board and making

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the decision that Matt did not misuse his position as ARB chair?
A No. No. And according to everything you've given me so far, I can't find that. Sorry.
Q Yes, ma'am. Let me show you what's been marked as Number 7 from Mr. Toole's deposition. This is the board of directors monthly meeting agenda and minutes of April 16th, 2012.
(Pause in proceedings.)
Q I guess, Ms. Evans, what I wanted to point out is, is there a motion made by Shawn Toole to remove agenda item 5(c), under new business, and the motion carried by all.
A Uh-huh.
Q And that was -- 5(c) had to deal with the ARB committee chairman censure.
A Uh-huh.
Q And, I guess, what I was trying to understand exactly what happened at that meeting, number one. And, number two, it seems like they came to the conclusion that Mr. Dawson did not misuse his position as ARB chairman, because they removed that item from new business.
MR. MacKELCAN: Object to the form.
Q And so that's what I'm -- do you recall being

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at that meeting?
A Yes.
Q Okay. And, I guess, what I'm asking is, at some point, did they come to a conclusion that he didn't misuse his position, and that's the reason why it was removed from the agenda?
MR. MacKELCAN: Object to the form.
A No.
Q And then what happened? You can answer. You can answer.
A We had -- I believe Shawn was the acting president. He wasn't sure what to do. And so we just took it off the agenda.
Q Okay. Do you know why he would have written that E-mail, you know, subsequent to that meeting?
A No, I have no idea. Because as I stated before, when it came to the censure and, later, the letter of reprimand, the entire board voted on them prior to this board meeting. So I'm not sure.
Q So it would have been after that board meeting? I mean, because that was -- one was in April, and the other one was a little bit later on, in terms of timing.
A Prior to this board meeting?
Q Well, no. After that board meeting.

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A After this board meeting what?
Q Then you had the other motion -- the other meeting. I'm just talking about in terms of dates.
MR. FERDERIGOS: Joe, I'm sorry. You might want to say the dates. Because "this meeting," "that meeting," we're not going to know what you're talking about later.
Q So the meeting of April 16th, 2012, they took it off the agenda. And then the meeting of -- let me see these copies -- of April 24th, 2012, is when they -- it was proposed censure of Mr. Dawson.
A (Moves head up and down.)
Q Just in terms of the time. Do you see what I'm saying?
A No. No, I don't.
Q Okay.
A I'm sorry. You've got me so confused, I don't know.
Q Just chronological -- one happened before the other. You had the motion where the item was taken off the agenda, and then later on there was a motion to censure, on April 24th, 2012.
(Pause in proceedings.)
A No.
Q Okay.

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A No.
Q I'm not trying to confuse you.
A No.
Q Go ahead.
A The March meeting was when we went into the executive session, and the letter -- that's when the decision was made to censure. The next board meeting -- that was the special meeting.
Q In March of --
A March 26th.
Q Okay.
A April 16th was our next regular meeting. Shawn, who was the vice president, was sitting in for Evan Thornton. I'm not sure Shawn knew what to do -- like, go into executive session -- so Shawn just asked that it be taken off the agenda for that evening. So what we did was, we just removed it as an agenda item.
Q I see. Okay. And why --
A I mean, this is an agenda.
Q Okay.
A Okay?
Q Now, why would you send that E-mail on April 17th, right after that meeting, saying that Matt did not abuse his position as ARB chairman?

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MR. MacKELCAN: Object to the form.
Q You can answer. Right after that meeting.
A Did you ask Shawn? Because I don't have any idea.
Q Okay. Would there have been a specific policy in contacting residents about ARB -- about violations?
A The violations came from our property management. Board members do not do violations.
Q Would anybody -- say, ARB chairman ask people for the form necessary to fill out to --
A The procedure was to get in touch with the management company and say, for instance, I see a new fence is going up on so-and-so. Do we have an ARB request on file? We didn't -- we don't police -- that was never our job, as board members, to police violations or ARBs.
Q Let me ask you just one more thing. I think we're getting close to the end.
A Okay.
Q Okay. Let me show you what has been marked as Number 9 from Mr. Toole's deposition. Did you ever see that item? That would be the March 19th letter by Dave Malara to the board.
(Pause in proceedings.)
A And who sent this?

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Q It's just an exhibit.
A Oh. Okay.
Q But you can look at the other exhibits.
(Pause in proceedings.)
Q Have you seen that document before?
A I don't recall seeing it, but I must have.
Q Why do you think you must have?
A Well, it says, To board members of Village Green Homeowners Association.
Q Right. But, I mean, do you know if it was distributed to all the board members or just --
A If this was brought to the board meeting -- I'm not sure if this was the meeting I was not in attendance. If it was part of our packet, then, yes, I had to see it.
Q Well, let's just say you weren't at the board meeting on March the 19th, 2012. Would you have been given a copy later on?
A It would be in our board packet, yes.
Q The board packet. I mean --
A Prior to every meeting, Ravenel sent out a packet of all the information board members need to consider.
Q And that would be things like on the agenda and things like that?

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A (Moves head up and down.)
Q If we can go to that second exhibit. It would have been, I guess, the next-to-last page.
A Okay.
Q Okay. It says, Please submit ARB form for approval of the cameras or lights you just installed. All additions must be run through the ARB chairman. Thank you.
Was that text in violation or improper?
MR. MacKELCAN: Object to the form. Asked and answered.
Q You can answer.
A I never -- as co-ARB chair, I never asked anyone to submit -- I personally never texted anyone to submit an ARB form. The procedure was to call Ravenel, and Ravenel would contact the homeowner to get the proper documentation.
Q In terms of ARB procedures or guidelines, are there any policies written down?
A Yes.
Q They are? And where are they?
A They're on the HOA website.
Q In terms of the ARB chairman?
A In terms of -- the responsibilities are under the bylaws, and the ARBs are posted on the website.

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And the ARBs include the flow chart of how things actually work.
Q And do you know when that was posted on the website?
A Oh, gosh. It's always -- it's always been posted.
Q Is there anything else we have not discussed that you find important with regard to this matter?
A I really can't think of anything, other than the fact that, during the many meetings with Matt -- and I believe you were at the meeting -- these things that were in the minutes that we -- that specifically go to censure or letter of reprimand Matt voted yay on.
MR. CONDON: Ms. Evans, I appreciate your time. I don't have any other questions at this time.
THE DEPONENT: You get all these back?
MR. CONDON: These gentlemen may have some questions.

EXAMINATION

BY MR. FERDERIGOS:
Q My name is Phil Ferderigos. I represent Ravenel Associates. Let me mark this as an exhibit to your deposition.
A Okay.
(Ravenel Associates Exhibit No. 1, Ravenel

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Associates, Inc., Association Management Agreement, is marked for identification.
Q Ms. Evans, I have some questions for you about the Ravenel Associates, Inc. Association Management agreement that was signed between the HOA Village Green and Ravenel Associates.
A Uh-huh.
Q Could you tell me whether or not the agreement that I've handed you as Ravenel Associates Exhibit Number 1, does that set forth the duties and responsibilities between the HOA and the property manager, as far as what Ravenel Associates would do while it was the property manager for the HOA?
MR. CONDON: Object to the form.
A This was actually made prior to me coming on the board.
Q Correct.
A But...
(Pause in proceedings.)
A Well, it's the first time that I've seen it.
Q Okay.
A Yeah, I would say that's probably the right agreement.
Q Right. And I represent to you that it is, based on other testimony. But, typically, when you are

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on the board, are you familiar with agreements such these?
A Yes.
Q And is it typical, in your experience, for there to be a board -- homeowners board and a property manager, whoever the property manager is, and they have a contract such as this that list the responsibilities and duties of each party; is that correct?
A Yes.
MR. CONDON: Object to the form.
Q Now, in this specific case, with the Ravenel Associates Association Management agreement, this came into against existence before you were on the board?
A Correct.
Q And at no point in time, have you -- prior to today, have you read this? Or you don't know?
A I don't know.
Q Okay. Let's just say that. Sitting here today you don't know one way or the other?
Okay. But you would agree that this agreement sets forth the responsibilities of each party to the other?
A Yes.
MR. CONDON: Object to the form.
Q And that's typical in the homeowner

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association/property manager relationship; correct?
A Yes.
Q And the homeowners association and the property manager can contractual agree on what services and duties each will provide to the other; is that correct?
A Correct.
Q Okay. Now, in this case in particular, if you could look at the contract, page 3. And it's Section IV(B) that I've highlighted, says, The manager shall confer freely and fully with the board and officers of the association when so requested by them in connection with the performance of the manager's duties, period. That says that in the agreement; correct?
MR. CONDON: Object to the form.
A (Moves head up and down.)
Q Is that a yes?
A Yes.
Q I'm sorry, I have to get a verbal, or else we can't see you. It's not on videotape. I don't mean to be rude. I just want to make sure the record is clear.
A That's fine. Uh-huh.
Q If you flip the page, page 4 of 8, Section IV, number 6: The manager shall assist the board and

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officers of the association in the enforcement of the rules and regulations adopted by the association.
MR. CONDON: Object to the form.
Q The agreement says that; correct?
A That's correct.
Q And if you flip two more pages, to page 6 of 8, in Subsection D(IV)(C), one of the board's responsibilities is to: Designate a single member of the association who will be authorized to deal with the manager on matters relating to the management of the association --
A Correct.
Q -- is that correct?
And, typically, that's the president of the board; is that correct?
A That's the president.
MR. CONDON: Object to the form.
A Yes.
Q And I'll represent to you that we've taken the deposition of Dave Malara and Shawn Toole, and they both testified that the president of the board is the one that talks with the property manager.
A That's correct.
Q Okay. Now, pursuant to these contractual provisions in the Ravenel Associates agreement, would

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you agree that Ravenel has -- has the ability to do what's set forth in those particular provisions that we just read?
MR. CONDON: Object to the form.
A Yes.
Q Okay. Would you agree that Ravenel has to fully and freely confer with the board and the board president about matters related to the HOA?
A Yes.
MR. CONDON: Object to the form.
Q Would you agree that the board -- strike that. Let me start over.
Would you agree that the property manager can't keep secrets from the board or the board president?
A No.
MR. CONDON: Object to the form.
Q Would you agree with that?
A Yes.
Q So if a board president asks the property manager to do something or if -- if the property manager is fulfilling its contractual duties as set forth in this contract, would you agree that the property manager has to fully and freely confer with the board manager about those issues?

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MR. CONDON: Object to the form.
A With the board present, you mean?
Q With the board present.
A Yes, I would agree.
Q Okay. Nowhere in this agreement does it say -- or could you tell me whether or not, anywhere in this agreement does it say, that the property manager can keep secrets from the board president?
A No.
MR. CONDON: Object to the form.
Q Did -- anywhere in this agreement -- I know you took some time to look at. If you need more time, let me know -- do you see any confidential complaint process that Ravenel has to comply with --
MR. CONDON: Object to the form.
Q -- as set forth in this contract?
A We're talking about confidentiality?
Q Yes, ma'am. And take all the time you need.
A Just scanning the document, I see nothing in here that references confidentiality.
Q Okay. And I'll represent to you that we've taken Dave Malara's deposition previously. We've taken Shawn Toole's deposition earlier today. Both have testified that pursuant to the Ravenel Associates management agreement, that a property manager is to

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inform and advise a president of a complaint that's made, the person who is making the complaint, the property involved, and any and all aspects concerning that complaint.
MR. CONDON: Object to the form.
Q Now, my question to you is, do you agree that pursuant to this agreement, a property manager has a contractual duty to tell the homeowner association president about a complaint and all aspects related to the complaint, including who the complainant is?
MR. CONDON: Object to the form.
A Yes, I would agree to that.
MR. FERDERIGOS: I have no further questions. Please answer any questions of these attorneys.
MR. MacKELCAN: I don't have any questions.
MR. CONDON: Doug, you don't have any questions?
MR. MacKELCAN: No questions.
FURTHER EXAMINATION
BY MR. CONDON:
Q Ms. Evans, this is the first time you've seen that contract; right? Exhibit Number 1?
A I think it's the first time I've probably seen it.
Q You didn't see it as a board member -- this is

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Ravenel Associates' Exhibit Number 1 for your deposition. You didn't see it as a board member?
A I could have. I cannot say I did or I did not.
Q Okay. Do you know if there's a process in which complaints are confidential when made to a -- say, the property manager, the complaints made to the property manager are confidential?
A I believe when homeowners make a complaint to the property management company, the homeowner feels they're confidential. That does not mean that the sitting president does not get that information, because it is actually the board that makes the determination on the violations. So many times I imagine the president would need information to make those decisions.
Q But you're saying that the process is confidential?
MR. FERDERIGOS: Object to the form.
Q You can answer it.
A I'm saying that the information as a homeowner to Ravenel is confidential.
Q Okay.
A The -- the complaint from Ravenel to the board president may not be confidential, because it's the

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president that brings these items before the board.
Q Wouldn't the ARB chairman be the one bringing them before the board?
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Asked and answer.
A I don't understand that question.
Q I mean, rather than the president, wouldn't the ARB chairman be the one handling those kind of complaints before the board?
MR. FERDERIGOS: Objection to form.
A What kind of complaints?
Q Well, of a -- one resident complaining about the other.
A The process would be that the resident would call the -- call Ravenel, Ravenel would explain to them what they needed to do, their -- their duty in -- their part in the ARB, then it would go to the ARB chair.
Q So the -- are you saying that the complaint would go -- end up going to the ARB chair?
MR. FERDERIGOS: Object to the form. Please respond.
A What I'm saying is, if a -- if a homeowner complained that a resident built a barn in their backyard, and they're conveying that to Ravenel

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Associates, Ravenel would ask them if they had completed the ARB form for that barn. If not, they would have to complete and submit that ARB form before it would go to the ARB chair or the board.
Q Do you know what the specific practice of Ravenel Associates was with regard to complaints about residents complaining about another resident?
MR. MacKELCAN: Object to the form.
Q I'm talking about Ravenel.
A I don't know.
Q So you don't know what their practice was?
A I don't -- I do not know.
Q So their practice might have been different than what we talked about here today?
MR. FERDERIGOS: Object to the form.
A All I know is, for every ARB I did, from January, February, March, until this all came up, I had a form from Ravenel with all the information that -- I mean, it's a standard form.
Q Okay. But do you know what the specific practice of Ravenel was with regard to complaints?
A If it was about an ARB, there was a form they had to submit.
Q But it could have been that Ravenel may have decided to keep certain complaints confidential?

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MR. FERDERIGOS: Objection to form.
Q You can answer.
A I would have no idea about that.
MR. CONDON: Okay. I don't have any other questions. I appreciate your time.
(The deposition concludes at 4:53 p.m.)

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REPORTER'S CERTIFICATE

STATE OF SOUTH CAROLINA)
) ss.
COUNTY OF BERKELEY)

I, ROLAYNE M. VOLPE, Certified Court Reporter, CCR, and Registered Professional Reporter, RPR, do hereby certify that the transcript of the foregoing proceedings accurately reflects the events that occurred before me to the best of my ability at the time and place set out on the caption hereto; that the deponent was by me duly cautioned and sworn, or affirmed, to tell the truth, the whole truth, and nothing but the truth; that the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself or herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken or to any attorney or counsel employed by the parties hereto, nor financially interested, directly or indirectly, in the outcome of this action.

CERTIFIED AND SIGNED on this 7th day of May, 2015.

ROLAYNE M. VOLPE, CCR, RPR
Certified Court Reporter and
Registered Professional Reporter
Commission Expires: 8-30-2021

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DEPONENT CORRECTION SHEET

I, the undersigned, NADINE EVANS, 7090 Windmill Creek Road, Charleston, South Carolina 29414, do hereby certify that I have read the foregoing deposition and wish to make the following clarifications and/or corrections, if any:

PAGELINECHANGEREASON

NADINE EVANS, Date

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IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF VIRGINIA ADRIHAN

Matthew L. Dawson,
Plaintiff,

vs. Case No.: 2013-CP-10-0457

Village Green Homeowners Association, Inc.,
Defendant.

Matthew L. Dawson and Kerri Dawson,
Plaintiffs,

vs. Case No.: 2013-CP-10-2319

Ravenel Associates, Inc. d/b/a Ravenel Associates,
Defendant.

DEPONENT: VIRGINIA ADRIHAN

DATE: March 20, 2015

TIME: 2:20 p.m.

LOCATION: Traywick & Traywick, Ltd.

REPORTED BY: ROLAYNE M. VOLPE, OCR, RPR
CLARK & ASSOCIATES, INC.
P.O. Box 1519
Charleston, SC 29415
(843) 762-8294
www.clark-associates.com
Rolayne@clark-associates.com

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APPEARANCES

For the Plaintiffs:

J. JOSEPH CONDON, JR.
Law Office of J. Joseph Condon, Jr.
1842-C Leeds Avenue
N. Charleston, South Carolina 29405
(843) 554-1000
condonlaw@msn.com

For the Defendant, Village Green Homeowners Association:

DOUGLAS W. MacKELCAN, III
Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401
(843) 727-0307
dmackelcan@carlockcopeland.com

KEVIN W. MIMS
Limehouse Mims, LLP
30 Hasell Street, Suite 200
Charleston, South Carolina 29403
(843) 414-7417
kmims@limehouselp.com

For the Defendant, Ravenel Associates, Inc.:

PHILLIP S. FERDERIGOS
Burnwell Whaley Patterson & Helms, LLC
288 Meeting Street, Suite 200
Charleston, South Carolina 29401
(843) 577-7200
pferderigos@burnwell-whaley.com

For Ms. Virginia Adrihan:

DAVID TRAYWICK
Traywick & Traywick, Ltd.
675 Lowcountry Boulevard, Suite 204
Mt. Pleasant, South Carolina 29464
(843) 810-3121

Also Present:

Mr. and Mrs. Dawson

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(Exhibit No. 1, Notice of Deposition, Duces Tecum, is marked for identification.)
(Exhibit No. 2, E-mail, is marked for identification.)
(Exhibit No. 3, Documents produced by Ms. Adrihan pursuant to the Notice of Deposition, Duces Tecum, are marked for identification.)

VIRGINIA ADRIHAN,

having been first duly sworn or affirmed by the Court Reporter to tell the truth, the whole truth, and nothing but the truth, was examined and testified upon her oath as follows:

EXAMINATION

BY MR. CONDON:

Q Ms. Adrihan, there's couple of basic rules. If there's a question that I ask you and you don't understand, please ask me to rephrase it or repeat it in a way that you feel comfortable in responding to it. If you answer the question, I'm going to assume that you understood it. Okay?

A Yes.

Q The other thing is, it's important to answer each question orally because the court reporter is going to take down your answers. She can't take down a nod of the head. Okay?

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A Okay.

Q All right. And, hopefully, this -- this deposition will take a little while, but not super long. But I just want to make sure you're comfortable. If you need to take a break at any time, please, let me know. Okay?

A Okay. Thank you.

Q But the biggest thing is, if there's a question that I ask and you don't understand, please, ask me to repeat it or rephrase it. Okay?

A Okay.

Q And I always, in a deposition, ask basic background questions at the beginning.

A Okay.

Q So I'll ask you your name and things like that.

A Okay.

Q And then we'll go on to basically the main issues in this case.

A Okay.

Q Okay?

A Okay.

Q Ms. Adrihan, would you state your full name for the record?

A Virginia Adrihan.

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Q And could you just tell me briefly about your education.

A College-educated.

Q Well, I mean, it's my understanding, you are a CPA.

A Yes, I am.

Q Say, from college until today, what do you do for a living?

A I'm an account manager currently.

Q Okay. At a -- at a business?

A Yes.

Q What is that business?

A It's an insurance company.

Q Okay. And what's the name of the insurance company?

A Is that relevant?

Q I'm just -- I just normally get background information. Nothing --

A I would rather not say.

Q Well, let's just say we have to try this case --

A I'm -- I work for an insurance company.

Q -- and your boss was going to sit on the jury. I just want -- you know, that's the kind of stuff I just want to know. Just basic background informatio

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I'm not trying to --

A I work for an insurance company.

Q Okay. All right. Do you have any relatives in Charleston County?

A No.

Q Okay. Are you married?

A No.

Q Okay. Any children?

A No.

Q Okay. Where did you go to college?

A University of Wisconsin, Madison.

Q Okay. And do you have a CPA license?

A Yes, I do.

Q Okay. And licensed for the state of South Carolina?

A No. In Wisconsin.

Q Okay. I guess that doesn't preclude you from being an account manager?

A No.

Q I'm not trying to trick you or anything. Okay? I'm just trying to get basic background information.

A Uh-huh.

Q What's your date of birth?

A October 14th, 1973.

Q Okay. Did you at one time live with

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David Malara?
A Yes.
Q Okay. Can you tell me when that -- that time frame?
A Here or also in Wisconsin?
Q Well, let's start with Wisconsin.
A From 2003 until 2013.
Q Okay. So y'all lived together in Wisconsin?
A Yes.
Q Did y'all ever get married?
A No.
Q Did you work for him too -- work for him in Wisconsin?
A No.
Q What kind of businesses did he run in Wisconsin?
A He ran hair salons.
Q Okay. A single hair salon?
A Two hair salons.
Q Two. Okay. Were you a practicing CPA in Wisconsin?
A Yes.
But I did not do his books --
Q Okay.
A -- if that's what you're asking.

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Q No, I hadn't got there yet. But, I mean, you're a regular CPA --
A Yes.
Q -- in Wisconsin?
A Uh-huh.
Q Okay. And so when did you come to South Carolina?
A We moved in November of 2007.
Q Okay. And both of y'all came to Charleston?
A Yes.
Q Is there a reason why you came to Charleston?
A Why not? It's a beautiful city.
Q I agree with you. But did he, like, transfer his business or anything like that?
A No. But we had considered when we were in Wisconsin, moving, and threw a dart on a map and decided Charleston really sounded good, and then he had investigated an opportunity to own a salon down here. So that was kind of at the same time, but not really the sole reason for the moving.
Q Did he end up owning a salon --
A Yeah. It was called Palmetto Salons.
Q Okay. I see.
A It was in Bees Ferry Shopping Center. Like, where the Bi-Lo is there.

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Q Does he still own that?
A I believe he sold it.
Q Okay. The other thing is, are you in litigation with David Malara now?
A Yes.
Q Okay. One of the issues that came up, did Mr. Malara file bankruptcy?
A Yeah.
MR. TRAYWICK: Can't you ask Dave?
MR. CONDON: What?
MR. TRAYWICK: That's public record. Can't you ask David Malara?
MR. CONDON: I wish it was that simple.
MR. TRAYWICK: It is. You can check the -- I mean, you can check the record and know the answer to that. Why would you ask such an inane question like that on a Friday? It's a -- I understand. I'm a plaintiff's lawyer, too. But really? That question?
Q Okay. But, anyway, is the litigation still going on between you and Dave Malara?
MR. TRAYWICK: Object to the form. She's answered that question with a yes.
Q Okay. In terms of the -- when you moved into Village Green, where was the first place y'all moved into?

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A We moved to a place on Forest Glenn Drive --
Q Uh-huh.
A -- in November of 2007, and we purchased the property at 3286 Middle Berry Lane in April of 2008.
Q In 2008?
A Uh-huh.
Q Okay. Is that when you met the Dawsons, at that -- in 2008?
A Probably. Sometime during that first year.
Q Okay. You know, let's say prior to November of 2011, was -- what was the relationship between you and David Malara and the Dawsons?
A I would say very amicable.
Q Okay. Do you have a recollection of what happened in November of 2011?
A Yes. Yes.
Q What is your recollection?
A The recollection that I have is that -- well, it's on those forwarded E-mails, but that's the recollection I have. It's pretty much been given as evidence. I guess -- how do I even start?
Can you be more specific as to my recollection in November of 2011?
Q Well, I mean, was there an E-mail forwarded to Dave Malara that upset him having to do with trash at

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his -- at y'all's house?
MR. FERDERIGOS: Objection.
MR. MacKELCAN: Object to the form.
Q You can answer.
A I would say yes.
Q Okay.
A That's one of the E-mails that I submitted to you.
Q Okay. And tell me what was Dave Malara's reaction to that E-mail?
A His reaction was to respond to the Dawsons.
Q Okay. Was he upset by that E-mail?
MR. FERDERIGOS: Objection to form.
A I would say -- I mean, you're asking me about Mr. Malara --
Q Right.
A -- you're not asking me about me. I don't know.
Q Okay. But, I mean, did he express being upset?
A Yeah. I would say.
Q Okay. What did he immediately do after getting that E-mail saying -- making that complaint?
A Well, it's in those E-mails. I guess he responded to Mr. Dawson. And asked him why, you know,

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so. . .
Q Did he ever -- did Mr. Malara ever discuss with you, you know, this E-mail that was forwarded to him by Bob Cherry?
A He discussed it after the fact. He discussed that he -- we received a complaint -- or the house received a complaint, and David found out it was from the Dawsons.
Q Okay.
A So, yeah, he was not happy about it, and then proceeded to ask the Dawsons and go from there.
Q Okay. Did -- immediately after that, did Mr. Malara decide to put up a fence?
A Well, the --
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
A The fence was put up. I don't know -- I don't know anything more as to why, that's not already explained in the E-mails that were -- again, they were between Mr. Malara and Mr. Dawson.
Q Okay. Did you participate in writing in any of these E-mails?
A I participated in the petition to the board that occurred in March, where we requested that he be removed from the board because of incidents that

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occurred between November of 2011 and March of 20[illegible]
Q Okay. And just tell me your participation. Did you draft it up?
A I reread it and added the incidents that I could attest to, which occurred in February and in March --
Q Okay.
A -- of 2012.
Q And with regard to that document that y'all submitted to the board, did you have any further discussions with any board member after that March 19th, 2012 --
A No. With the exception of sending him the copy that you have -- the E-mail where I said: Bob Cherry, please -- please keep this for your records and submit -- and give it to -- I believe there were two board members that weren't there. And that's on that E-mail. But that's all I did.
As far as information that I received, it's that E-mail that -- or that letter that I gave you from the HOA that they sent to our home in April of 2012 that just said that they were investigating Matthew.
Q Okay. But other than that document on March 19th, 2012, was anything else ever submitted to the board?

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A Not by me.
MR. FERDERIGOS: Object to the form.
A I'm not aware of anything.
Q Did any board member ever talk to you --
A No.
Q -- after that March 19th --
A No.
Q -- 2012 --
Nobody ever contacted you or --
A No.
MR. TRAYWICK: Let him finish his question before you respond.
THE DEPONENT: Sorry.
A Well, I just know I was never consulted.
Q Let me just do a couple of things, Ms. Adrihan, for the record. This is Exhibit Number 1. Basically asking you to bring any and all records.
A Okay.
Q The first page is just a confirmation of the deposition and the next is just correspondence. So the documents that you produced today or all the documents that you have with regard to this matter?
A Yes. They are: Any E-mails between the Dawsons and David Malara or Virginia Adrihan or the Village Green Homeowners Association, or Ravenel

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Associates, concerning the Dawsons.
Q Okay.
A Exactly what I brought in.
Q And that's Exhibit Number 3 that we've marked?
A Correct.
Q With regard to the --
(Document is handed back to him.)
Q Thank you.
After November of 2011, did you personally have any discussions with the Dawsons?
A Yes, there was one time, and I believe it was in December. It's in that document that we submitted to the board where it has kind of a timeline, and, also, those E-mails kind of frame up a timeline. we did go to the Dawsons and ask them -- you know, we first apologized. And then we asked them, Well, is everything okay? It was just one of the -- it was very early on after we had found out about the complaint, David and I did go on a Saturday, over to their house, and talked it out a little bit.
Q And what was the result of that?
A Well, the result was we walked away feeling that, okay, I guess the matter was resolved. I mean, there were -- obviously we were a little bit stunned by getting an E-mail complaint. But then, you know, we

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thought it was over. By that time, I believe -- I want to say that was right after the fence was put up. So I think we wanted to make sure that everything was just okay. You know, like, we don't want any more hard feelings. And I walked away thinking it was over.
Q Okay. Was Dave Malara -- did he get to a point where he could never let it go?
MR. MacKELCAN: Object to the form.
MR. FERDERIGOS: Object to the form.
Q You can answer that.
A Yes.
Q He got to a point where he could just never let it go?
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Object to the form.
A I would say that both sides couldn't let it go, actually.
Q Was there a reason why Mr. Malara put up, like, handcuffs on the fence?
A I'm not aware of the handcuffs on the fence. I'm not aware of that. I knew about the no trespassing signs, and that's even documented.
There is a letter that we -- that Dave -- you know, whatever, we, sent to -- to the Dawsons. I don't have that letter, but I know the Dawsons probably

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submitted that letter. And it was in December after the meeting of both of us, or whatever, where we actually -- I know the no trespassing signs were brought up in that letter, and they were subsequently removed. I was one of the people that said to remove them. So. . .
Q But you don't -- you never saw any handcuffs?
A I never saw handcuffs on the fence.
Q Okay.
A I'm sorry to laugh. But that's. . .
Q Was Mr. Malara upset to the point that he wanted to harass or intimidate the Dawsons?
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Object to the form.
A I don't know how to respond to that. That would be Mr. Malara's question.
Q But he -- he never was able to let go of the situation?
MR. FERDERIGOS: Object to the form.
MR. MacKELCAN: Object to the form.
MR. CONDON: You can answer.
MR. TRAYWICK: You can answer the question?
THE DEPONENT: Okay.
MR. TRAYWICK: And their objections are simply for the record?

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THE DEPONENT: Yeah, okay. I don't know what to -- okay.
MR. MIMS: And while we're just taking a little break, can we just agree that an objection for one is an objection for all so we don't all chime in?
MR. CONDON: Yeah, that's fine.
MR. TRAYWICK: Well, who's going to be the unlucky fellow that pays attention? Something y'all have to work out.
MR. MIMS: Is that okay, Mr. Condon?
MR. CONDON: Yeah, that's fine.
Q It's my understanding that you earlier stated that Mr. Malara could never let go of the --
A Mr. Dawson and Mr. Malara could -- both, I believe, were not letting the incident go.
Q Okay.
A That is what I'm saying.
Q Okay. Did you have any discussions with Bob Cherry?
A With the exception of the March incident, I can't recall.
Q Meaning, when you're talking about the March 19th --
A Yeah. Where I just -- you know, where we -- I know David has an E-mail that said: Please put us on

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the agenda. And that's it. And then we were at the meeting. And then I gave him that other E-mail. So that's -- that's about all. I mean, it was just going to the meeting, asking for help from the board, and -- I didn't have many discussions with Bob Cherry.

Q How about with Jules Deas?

A During when?

Q Let's say after the November 2011 complaint?

A No, not that I recall.

Q Okay. He never called you up or --

A No. I don't recall him calling me.

Q Okay. Do you have any recollection that he called Dave Malara?

A I don't know.

Q Okay.

A I was working 40-plus hours a week. I was not home to field a lot of the things that were going on at home.

Q Okay.

A Again, those are questions for Mr. Malara.

Q I think this was in your packet --

A Probably.

Q -- Ms. Adrihan, that E-mail.

(Document is handed to the Deponent.)

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A This was not in my packet. However, the E-mail to Mr. Dawson does have just this piece of the subject, so this was not in my packet from Bob Cherry.

Q Okay.

A And this was sent to Dave Malara and not me.

Q Right. Have you ever seen that E-mail?

A Today.

Q Today. But other than today, have you ever --

A No. I've seen this portion, which was included in the E-mail correspondence with Mr. Dawson.

Q And that portion you're talking about is the --

A The actual complaint.

Q -- complaint?

A Right here.

Q Okay.

A Uh-huh.

Q And that's --

A Because Mr. Malara wrote an E-mail and said: This was the complaint we received. And he just pulled that.

Q He just forwarded it on to you?

A No. No. That's the only thing that's in that E-mail is that paragraph.

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Q Okay.

A But, no, I do -- I did not receive that E-mail.

Q Okay.

MR. CONDON: You've got those documents?

MR. MacKELCAn: Kevin is looking at them.

MR. CONDON: Okay.

(Document is handed to Mr. Condon.)

Q Ms. Adrihan, let's just go ahead, and we'll just take them one at a time.

A Okay.

Q They're all marked as part of Plaintiff's Exhibit Number 3. So we may end up marking them separately. So let's just start with the E-mail from Dave Malara to you dated November 21st, 2011.

A Uh-huh.

Q Okay.

A You'll see it was a blind forward. The actual forwarded message begins from Matt Dawson to Dave Malara. So I was forwarded most of the documents that you received.

Q I see. So you were not -- would have been directly writing these E-mails?

A Correct.

Q Okay.

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A Well, they -- they were correspondence between those two individuals.

But you asked me for any correspondence I had, so I --

Q Yes, ma'am, I understand. And I appreciate that.

Was there ever any discussion that complaints made by residents to the -- about the complaints being made, that they would be confidential as to who made the complaint?

MR. FERDERIGOS: Object to the form.

A I know I also felt that way. So, yes, I know that that was part of the one discussion that we -- that the Dawsons and I had that one day that we met on that Saturday --

Q Uh-huh.

A -- we did both agree that that -- that that should be confidential.

Q That the complaint should be confidential?

A Yes.

Q Okay.

A I don't know how Mr. Malara received that information, that other exhibit. My only thought was that, perhaps, he served -- because he was the president of the homeowners board at the time, he

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received any and all complaints, including possibly personal information. But, again, I -- I don't know. I wasn't on the board, so. . .

Q Were you ever on the board?

A Yes, before that, uh-huh.

Q Okay.

A Up through -- I served, I believe, from 2009 to March '10 -- 2010.

Q Say again.

A I served in 2009 through March 2010. I believe that's how long I served.

Q And what did you do for the board?

A I was the treasurer.

Q Did you ever get involved in any complaints by --

A The management company every month would discuss the complaints.

Q Okay.

A But they would -- they would discuss the address of the complaint and then whatever issue. That's just standard HOA board governance.

Q But they would not disclose who made the complaint?

A No, not at the board meetings, no.

Q Okay. Do you know if Mr. Malara received

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other complaints directly from Bob Cherry?

A I don't know.

Q Okay. Let's go ahead and mark -- I guess we can mark it A, B, and C.

Let's go ahead and mark them separate. Let's make it Number 4.

(A discussion is held off the record.)

(Exhibits 3-A through 3-I are marked for identification.)

Q The exhibits will be 3-A through 3-I. And 3 would cover the overall package. Okay?

A Okay.

Q Let's just go through them, okay, Ms. Adrihan?

A Yeah.

Q 3-A is basically a -- I guess an E-mail forwarded on to you?

A Correct.

Q Let me show you 3-B, which is an E-mail from Matt Dawson to Dave. I guess those kind of E-mails would still be forwarded on to you?

MR. MacKELCAn: Object to the form.

A Yes.

Q Okay.

A Let me take a look.

Yes, it was another forward after the

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conversations string had occurred, yes.

Q And would you in any respond to them or just read them?

A I read them. If they're forwarded to me, I read them. So I'm aware of these E-mails.

Q Right. But other than reading them, did you do anything in response to them?

A Do anything?

Q Well, talk to Dave about it, or --

A Well, of course, I mean, I live in the home with him. I have to -- I am a homeowner, and I care about my house. So, yeah, I mean, we discussed them.

Q Okay.

A They are very upsetting. So yes.

Q And this is 3-C.

A Would you like this one back?

Q Yes.

A Okay.

Q Was there -- go ahead and review it.

A Yes.

Q Was there a time when y'all were trying to get with Ravenel Associates?

A Yes. This E-mail, that was again forwarded to me, does discuss all of us getting together and possibly mediating. I see the Jules Deas here. Yep.

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So, yes, this E-mail was also Dave asking Matt to get together. And Dave was working that out, and I was forwarded to be in the know so that I could go attend or not attend.

Q Did y'all have any meetings or discussions?

A With?

Q With say, Bob Cherry and Jules Deas about --

A I did not, no. David was working the arrangements with Matthew.

Q Okay.

A I did not have any discussions with them.

Q Let me show you 3-D.

A Oh, yeah. Yeah.

Q Was Mr. Malara upset with that E-mail?

MR. MacKELCAn: Object to the form.

MR. FERDERIGOS: Object to the form.

A Yes.

Q Did he ever indicate that it was just funny to him?

A I -- I don't know. I don't know about it being funny. I know I was upset about the E-mail once I received it. Forwarded, again, to me.

This E-mail is in relation to a letter that David had E-mailed Matthew. And that was the E-mail that I don't have and I don't have the letter. And

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this is why Matthew responded this way. Because I believe -- I believe in the letter, from what I can recall, is that the letter had said, Okay, we've already discussed this stuff with you, we can't get to -- we can't get to any common ground, we want you to leave us alone, you know. And that was basically the gist of the letter.

And then I believe -- and I know Matthew is probably -- yeah, has the letter obviously as a recipient. But I know David added some verbiage about trespassing on the bottom of the letter. And there's -- the very next exhibit, Matthew responds in kind about the trespassing signs as well. So, I mean, it was just not. . .

(Exhibit No. 4, Letter, is marked for identification.)

Q Let me show you what has been marked as Exhibit Number 4.

A Okay. This, I believe is it. Yes. This is the letter that I'm referring to which caused that response. Yes. Uh-huh. Uh-huh.

Q Did you help draft this, or was this something that --

A I would say that I reviewed it, yes. Because I did want to make sure that, you know -- I mean, he's

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got on here: Respectfully, Dave and Virginia. So I wanted to know what he was going to send.

Q But Mr. Malara --

A Penned it.

Q Penned it?

A Yeah.

Q And you just looked at it?

A I reviewed it and made it a little more pretty, and that's about it.

Q Did Mr. Malara want -- did you modify it? Tone it down?

MR. FERDERIGOS: Object to the form.

A I won't say toned it down, but Mr. Malara had grammatical errors, and I proofread. I proofread.

Q Okay. So Number 4 would -- preceded the Number 3?

A 3.

Q 3-D?

A Yes. Correct. It immediately preceded, because then you can see it didn't even have a subject on the E-mail header, and it was just forwarded to Mr. Dawson.

Q Okay. Let me show you number 3-E.

A Yeah. Yes.

Q Do you know anything about that incident?

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A David had forwarded this E-mail to me because he had told me that there was an SUV in our driveway. I have no idea how he knew that information.

Q Uh-huh.

A But then he forwarded this E-mail to me.

Q But you didn't do any investigation or anything like that?

A No.

MR. MacKELCAn: Object to the form.

Q I'm going to show you 3-F.

A Uh-huh. Yes. This is -- this is -- this is the March 19th -- March 16th request where we asked to be placed on the homeowners board agenda for that meeting on the 19th. This is the request.

Q And did you go to that meeting 19th too?

A Yes.

Q Okay. And just briefly tell me what happened on the 19th in that meeting.

A On the 19th, we attended the meeting. We were placed at the end of the agenda, as Dave Malara requested, and we petitioned the board to investigate Matt Dawson and have him removed from the board. And then that is your next exhibit.

Q Number 3-G?

A 3-G, yes.

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We gave the board our allegations of incidents that occurred between November 2011 and March 16th, 2012.

Q Okay.

A And we submitted that to the board along with screen prints of David Malara's phone, at the time, with the texts --

Q Okay.

A -- from Matthew.

Q But other than that, y'all didn't submit anything else?

MR. MacKELCAn: Object to the form.

A I didn't submit anything.

Q Do you know if Mr. Malara did?

A I do not know if Mr. Malara submitted anything.

Q Okay. Let me show you 3-H.

A Uh-huh. Yes.

Q When you got that, did anybody call up Bob Cherry or talk to him?

A I didn't call up Bob Cherry.

Q Okay. So it was just a letter that you received in the mail?

A It was a letter that we received mailed to us at our house.

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Q Did anybody explain to you what investigation, if any, that they did at -- that the board did with regard to this incident?
A This is the letter I received explaining that the Village Green Homeowners Association Board of Directors is currently investigating the alleged misuse of Mr. Dawson's position as ARB chairman. This is the notification I received.
Q But other than that letter, did you receive any --
A No.
Q -- indication that an investigation was being done?
MR. FERDERIGOS: Object to the form.
MR. MacKELCAn: Object to the form.
A No.
I would have submitted any documents that I would have received from Bob Cherry or Ravenel to you today. This is all I have.
Q Okay.
A And that's one thing that I don't have, when they say here, will provide a response by April 11th, 2012, I do not have that response.
Q Why not?
A I don't know. It's not with me. So maybe it

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was mailed to the house, and I'm not in receipt of it.
Q Okay. All right. I'll show you 3-I.
A Uh-huh. This was dated December 2nd. So it was kind of the mix of this.
Q Yes. And what is that about? Just an E-mail forwarded to you?
A Yeah, it was forwarded to me because -- looking at the E-mail, it's -- this was when we were out of the country, and there was -- looks like correspondence between Matthew and Dave while we were out of the country; and at the end of it -- let me see here. -- it just says Teri and I will not be available tonight. We have a corporate function on December 2nd.
I guess Dave was trying to arrange a phone call from the Cayman Islands to Matthew Dawson to talk some things over about issues that he saw at the house. Or somebody must have told him about at the house while we were out of the country. So that's what this was. And --
Q Do you have any recollection what those incidents were?
A When I -- I was working in the Caymen Islands for a week -- well, I attended a conference, the Cayman Islands Forum or something like that. And then I worked for a few days. I think I was gone from the end

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of November into the very first week of December. So I want to say, like, the 6th or something, of 2011. It's so long ago. And when I got back from my conference on this particular day, December 2nd, 2011, David Malara had told me that he was talking with Matt and Kateri, and that there was some discussion that had gone on between them that he had -- I can't -- like I said, without the E-mails, I can't really remember all the things that happened. It was a heated argument, though, I think. And so that's why he was trying to get on the phone with him and try to talk everything out.
Q Do you know if it had to do with the cat?
A Oh, it had to do with the cat being -- and, again, this is all third party because it was David and Matt and Kateri that talked to each other. But, yes, Hearsay, yes, he told me that it was about Kateri coming onto our property and closing our porch door and putting chairs in front of the porch door and going back to her house and taking her cat with her. And so -- I'm -- I was like, I'm in the Cayman Islands.
Q So you went there to work and to go to a conference?
A Yes.
Q A CPA conference?

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A It's a captive insurance companies conference.
Q Okay. When did you leave Middleburry?
A October of 2013.
Q And, I mean, did y'all have an amicable breakup?
A Is that relevant to Matthew Dawson's case?
Q Well, I guess if --
A I would say no.
Q Okay.
A It's not relevant.
Q Well, I mean -- sometimes bias can come out in different ways in a case. So. . .
Would you have been there when any signs were put up on --
A The trespassing signs?
Q Yes.
A Yes. November of 2011 when the trespassing signs were up, I was living there.
Q Okay. Other than the trespassing signs, did any other signs --
A I do not know of any other signs.
Q Like a surveillance sign, a 24-long surveillance?
A That's possible. That's ringing a bell. Like, I don't know when that happened, though.

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Q Okay. Now, with regard to the cameras that were up on Middlebury --
A Yep.
Q -- at y'all's home --
A Yes.
Q -- tell me how those cameras worked.
A They recorded the front of our property and the sides of our property and the rear of our property.
Q Was there a recording made so that you could go back and look at it, say, 24 or 48 hours or save it?
A Yes. It's surveillance cameras. I don't know how far back they went, but I would say --
Q Did Dave Malara keep like a library or storage --
A No. No. No.
Q Did he ever keep a -- a storage of the E-mails dealing with the Dawsons?
A I don't know.
MR. MacKELCAN: Object to the form.
Q Okay. Ms. Adriban, I'm going to show you a few photographs.
A Okay.
Q So as far as, like, the handcuffs, you don't know anything about --
A I do not know anything about handcuffs.

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Q Did Mr. Malara ever, you know, show them to you or --
A I don't remember them being on the fence. But on the incident that happened in March, David Malara pulled out handcuffs and threatened to arrest Matthew Dawson.
Q Okay.
A So that, I do know. But I don't remember handcuffs being on a fence ever.
Q Tell me what happened in that March incident in 2012.
A It's in the letter that we submitted to the HOA. But, basically, I came home early on a Friday. And it was March 16th -- only because I know from the date at the time I did it. And I came home early, and Dave Malara was on my property -- or our property, and Matthew Dawson was on his property, and they were both yelling at each other. And I was in the car. And so I got out of the car and moved Dave towards the house. And everyone was still arguing. And so I tried to just stop the argument. And I also tried to talk to Matthew and say, you know, why -- why were y'all arguing, and why are you still taking photos of the back of my house, and why are you doing all these things? So I asked Matthew my own questions. But Dave was still

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upset, and that's when he pulled out the handcuffs.
Yeah.
Q So Mr. Malara is on his property, and Mr. Dawson is on his property?
A Yes.
Q Was there any -- did you see anything where there might be a fistfight or anything like that?
A It was pretty heated. There was no fistfight yet, but it was heated between both sides.
Q It was just an oral argument?
A It was a very loud oral argument.
Q Okay. Was anybody else there?
A There was -- there was an individual across the street, and an individual on the other side of our pond, who was yelling at them to stop.
Q Do you know who they were?
A I know it was the Dukes across the street. I do not know the name of the people across the pond.
Q Would you have ever gone on the Village Green website --
A Yes.
Q -- and looked at how a complaint would be made?
MR. FERDERIGOS: Object to the form.
A I looked at the Village Green -- well, the

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Village Green website has minutes posted, so they're posted for everybody.
Q But other than that, would you have gone on that Village Green website --
A No.
Q -- to see how a complaint would be --
MR. FERDERIGOS: Objection.
Q -- made?
A No.
Q Would you ever go on the Ravenel Associates website?
A No, I never did. I've gone on the Village Green website to look at the minutes. Those are available to homeowners.
Q Okay. The cameras that Mr. Malara put up --
A Uh-huh.
Q -- were they aimed at a specific area or like the Dawsons' property?
A No. We had a police officer come out and inspect the cameras, and they said that they are not pointing at the Dawsons' property.
Q And how were they pointed?
A They were pointed on each -- on the sides -- here's -- here's our home. Okay. And they were pointed -- the sides -- on the sides and one in front

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and one in the back.
Q Uh-huh.
A So they were pointed around the perimeter of our home.
Q Okay. Would you -- did you ever actually use them yourself?
A Use them how?
Q In terms of look at, you know, what you can see on the cameras?
A Well, they were on. So you walk into the office, and they're on, so you can see them, yes. See what is going on back there.
Q Okay. Let's go ahead and mark this.
(Exhibit No. 5, Photograph, is marked for identification.)
Q Let me show you what has been marked Exhibit 5 to the deposition.
A All right. Okay. I was not aware of those.
Q Okay. Would it be put up to intimidate somebody?
MR. FERDERIGOS: Objection to the form.
A I wouldn't have put it up. I don't think that that's a very --
Q You think it's --
A -- good idea.

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You know, I see the sign in here, and that looks like it's actually in our window. Again, that is the window that is in our kitchen. So I would -- that was taken off when I was home, because I'm telling you, I never saw that in my kitchen window. Living there all that time, so...
Q You think he was just putting it up for --
MR. MacKELCAn: Object to the form.
MR. FERDERIGOS: Objection.
A I don't know what Dave Malara does during the day when I'm gone.
Q Was he working full time?
A No. He was at home five days week.
Q Okay. What kind of jobs did he have?
A Well, he was a business owner. So he owned three salons: two in Milwaukee and one here in Charleston.
Q And he was basically at home with --
A Yes.
Q -- five days a week? Actually, seven days a week, I guess?
A Yeah. I mean, he would go to the salons, you know. Obviously, the salon down here and check it out and stuff, but yes.
Q Was there ever any indication that Mr. Malara

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would send a package to, say, Matt Dawson's employer?
A I don't know.
Q Okay.
(Exhibit No. 6, Photograph, is marked for identification.)
Q Let me show what you has been marked as Number 6 to your deposition.
A Oh.
Q Would you have recognized any of the type or anything like that?
A No. This is the first time I've seen of this.
Q Okay. Did Mr. Malara ever mention that he was going to send pleadings to Matt Dawson's employer?
A No.
Q Okay. Let's go ahead and mark this Number 7 to your deposition.
(Exhibit No. 7, Copy of the Pleadings, is marked for identification.)
Q Would anybody have shown those kinds of pleadings to you, whether it be Mr. Malara or somebody else?
A This looks like this is public record.
Q Right.
A Okay. So if you wanted to, you could go out and find it.

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Q But --
A But no.
Q -- did Mr. Malara ever discuss doing something like that, where he would send the pleadings to Matt Dawson's employer?
A No. No.
Q Okay.
A This is the first I've seen of this envelope.
Q Okay.
(Exhibit No. 8, Photograph, is marked for identification.)
Q Let me show you what has been marked Number 8 to your deposition.
A Okay.
Q Is that the no trespassing sign?
A That would be the no trespassing sign, yes. Yes.
Q And at that point, there's no surveillance sign in the window, that I can see?
A No. No.
Q Okay.
A The cameras were put up between March 10th and March 16th --
Q Okay.
A -- of 2012.

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Q Okay. So this would have been, like, in November –
A This was in November.
Q 2011?
A Yes.
Q Okay. Were you ever there when Mr. Malara put up, like, reflectors or markers in the ground to determine the property line?
A I don't recall that.
(Exhibit No. 9, Photograph, is marked for identification.)
Q There's like a little –
A It looks like a reflector.
Q Do you know if Mr. Malara put them up while you were there?
A I was not here when this was put up. I don't ever recall seeing this.
Q Okay. Did Mr. Malara ever talk about, that he was afraid, intimidated or – by the Dawsons?
A I was a little bit afraid at some of the things that occurred. But, no, I don't really recall Mr. Malara ever saying he was afraid.
Q Okay.
A I was intimidated by the altercation that occurred in March. I just didn't want anything more to

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escalate between the two individuals. So that's what intimidated me.
Q Uh-huh. And on March 16th, that's when he pulled out the handcuffs and threatened to arrest Mr. Dawson?
A Uh-huh. The police were called on that day. I called them.
(Exhibit No. 10, Photograph, is marked for identification.)
Q This is Number 10 to Ms. Adrihan's deposition. Would you have seen those no trespass signs?
A Just this sign. I do not know about this yellow sign. I don't know about that sign.
Q Okay. So just the lower sign, lower –
A Yeah.
Q – no trespassing?
A Correct.
Q Okay. And why did he take them down? Or did he take them down?
A Yes, he did take them down.
Q Okay. Why?
A Because I argued with him to take them down. There was a lot of arguing about that type of thing. I really didn't want anymore issues.
Q Okay.

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A I just wanted to move on.
Q Do you think Mr. Malara was trying to create issues between the parties –
MR. MacKELCAn: Object to the form.
MR. FERDERIGOS: Objection.
A Both parties could not back down and would not back down, in my opinion. And that is strictly my opinion.
Q Okay. So – so you – I guess what you're saying is that both parties could not let it go?
MR. FERDERIGOS: Object to the form.
A Correct.
(Exhibit No. 11, Winnie the Pooh Birthday Card, is marked for identification.)
Q Do you recognize that?
A No. Anything that looks new to me, I've kind of got this quizzed look on my face. No.
Q Do you know who –
MR. TRAYWICK: I'm sorry.
A It's funny. I know, I have to laugh.
But, no, I've never seen this. I've never seen this, and I've never see the other exhibit that you – that you gave me. So no.
Q Okay. Do you know whose handwriting –
A Where is it?

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Q In the lower right corner.
A Oh. Okay. That is my handwriting. I can't even remember this card. Happy birthday, Mart. Dave, Virg, and Mr. Whiskers.
Okay, I don't remember this card at all.
Okay. Anyway. Yeah, that is my handwriting, actually. I'm, like, I've never seen this before. But, yeah, that is my handwriting. Huh, I stand corrected. I guess I –
When was this? How long ago was this?
Q I –
A I don't know.
Q I don't know if there's date on there or not.
A There's no date. I don't know. Sorry.
Yeah, because I say B-day, so that's me. Yeah, that's how I say birthday. Happy B-day. So that's me.
(Exhibit No. 12, Photograph, is marked for identification.)
MR. TRAYWICK: But just to be clear, you did sign it?
THE DEPONENT: Yeah, I did sign that. I do not recall this one, though.
MR. TRAYWICK: But you did, in fact, write that?

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THE DEPONENT: Yes, I did.
Q Let me show you what has been marked Exhibit 12 to your deposition.
A Yes.
Q Do you recognize that?
A That appears to be the trash that was on the side of our house that probably brought up the complaint.
Q Okay.
A And, again, David cleaned it up, so...
Q Uh-huh. Would Mr. Malara ever discuss any of the contracts with Ravenel Associates or the bylaws or anything like that with you?
A Contracts?
Q Yeah.
A When I -- you're going before this incident, but when I served on the board, we had a contract with CMG and then --
Q Who was it?
A -- changed to Ravenel. CMG.
Q CMG?
A Uh-huh. And then changed to Ravenel. That's the only thing that I know about, about a contract. But that, again, was before November 2011.
Q So you were on the board when they changed

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contracts?
A Yes. They changed contracts, I thought, in -- isn't it -- was it 2010? I think. I served until 2010. So I know it was during that time.
Q And do you know the reason why they changed from --
A Yes. That was -- it was -- we were responding to numerous homeowner complaints at every board meeting about CMG issuing a lot of violation notices.
Q CMG?
A CMG, the management company at the time.
Q What does that stand for, CMG?
A I don't know.
Q But it's a local management company?
A Yeah. Yeah, I think they are local.
Q Okay. Would you describe Mr. Malara as a person that has a, say, a very short fuse?
MR. FERDERIGOS: Object to the form.
Q That he would be nice one minute and volatile the next?
A Yes.
Q Did he ever make any threats to you?
MR. MIMS: Objection.
THE DEPONENT: Do I --
MR. TRAYWICK: Yeah, you could and should

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answer.
A Yes.
Q Okay. Did he ever -- physical threats to you?
A No physical threats.
Q But did he make any threats to, like, destroy the house at Middlebury?
A Yes.
Q Okay. And has he done anything like -- in terms of trying to destroy the house?
A I don't know.
Q Okay. When y'all's -- did you receive a letter of apology from Ravenel Associates?
A I don't think so. I think that's maybe the letter that I may be missing. The letter that they said that they were going to update us on Mr. Dawson, that's the letter I don't have. But I don't know even if it was a letter of apology or what it was. That's the letter I said I was missing. I know there was a follow-up on Mr. Dawson, but...
And, actually, I couldn't even say if it was an apology. It probably was just an update on Mr. Dawson. So I don't even know.
Q Okay. Just give me a second.
A Okay.
(Pause in proceedings.)

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(Exhibit No. 13, Letter, dated November 7, 2011, from Ravenel Associates, is marked for identification.)
Q Ms. Adriban, let me is show you what has been marked Number 13 for your deposition. Do you remember receiving that?
A If it was sent to the house, again, I don't -- I gave you all the copies of everything that I do have. It probably was sitting with Mr. Malara. It was mailed to our house, but, yes, we -- we did receive this.
Q Okay. Did -- when you got this letter, Mr. Cherry indicated that he apologized for the breach of confidentiality.
A Uh-huh.
Q In not handling the confidential complaint in a professional manner.
MR. FERDERIGOS: Object to the form.
Q Is -- is it your understanding that -- that they did not handle that complaint in a professional way?
MR. FERDERIGOS: Object to the form.
A It's my understanding that they apologized to all of us. We even stated to Mr. Dawson and Mrs. Dawson that we didn't have an issue with Ravenel.

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Q Okay.
A And that was in one of the E-mail strings that we sent to them -- or Dave did, yeah. But there were no issues with Ravenel for us.
Q But if Ravenel had kept the complaint confidential, would this dispute between Dave Malara and the Dawsons have even occurred?
MR. FERDERIGOS: Object to the form.
Q If --
A Yeah. I mean, if -- I believe all disputes should be confidential. There should be some confidentiality there.
Q Okay.
A Yes.
Q And basically Ravenel violated that breach of confidentiality?
MR. FERDERIGOS: Object to the form.
A I mean, if they're admitting that they --
Q Right.
A -- did.
Q Apology?
A They're apologizing for it.
Q Okay.
A They're admitting it there.
Q Now, it has a number in there for Jules Deas,

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president.
A Uh-huh.
Q You didn't -- as far as you know, you didn't call him up?
A Jules Deas -- when I was on the board, that's how I know of this person, because he was on Ravenel -- you know, when I was on the board. But that's it. I don't recall calling him.
Q Okay. How many -- do you know how many pairs of handcuffs Mr. --
A I do not know. That's a funny question. But -- one. One, that I know, of when he pulled them out. Sorry.
Q The ones he pulled out, those aren't the same ones that were hanging on the -- on the fence?
A I don't -- I would hazard to guess they might be. I don't know. I mean.
I think he owned only one pair of handcuffs. He pulled them out when he went to Matt.
Q Did he pull out his badge too?
A Yeah. Because he was a constable at the time. So, yes, he pulled out -- he tried to place him under civil arrest.
Q Okay. And that did not happen?
A That did not happen.

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Q Okay. What kind of law enforcement backgro does Mr. Malara have?
A He was a -- was a constable.
Q Do you know why he's not one anymore?
A I know that it was removed.
Q Okay. Did he ever tell you why?
A No.
Q Okay.
A I mean, he alluded to there was an investigation, and he was no longer a constable. And I know he did try to get it reinstated.
Q Okay. Let's break for just a few minutes.
MR. FERDERIGOS: Sure.
(A break is taken from 3:32 p.m. until 3:52 p.m.)
Q Let's go back on the record.
The cameras that Mr. Malara put up, could those cameras see the Dawsons' property?
A No. No. They were on the side of the home.
Q Okay.
A So they covered -- well, this is not a good example. There -- if you have like a -- a thing on the side of the house, I would have been able to show you.
Yeah. Okay. Here's a pretty good one. They covered this back line. So, you know -- but on our

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fence side, the cameras were, like, right there. So they were going back -- straight back from our fence. That's what they were tracking. The ones on the side of the house. And then the other side, the exact same thing.
Q And so you would have viewed that when you --
A You could view what's back here. You know, fenced in and then not fenced in on our property. Correct.
Q Gotcha. Mr. Malara --
A The sides of the house. And then in the front of the house, took the front of our property. And the back camera -- like I said, there were two on the side, and then the back camera just can -- directly on our property. So side views and front and back view.
Q Mr. Malara's deposition mentioned that as a result of the situation you cried every night about the situation.
A I did not cry every night about the situation. I was upset about the situation. I was upset about arguing about the situation and what to do.
Q Okay. Did Mr. Dawson in any way try to -- Mr. Malara mentioned about an incident, you were driving down the road, and someone was trying to record you.

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A There was an incident where I was driving down the road, and Mr. Dawson got behind me, and he took his phone out and just did this the whole time, like he was recording me. And, you know, I was looking in my rearview while driving, looking in my rearview. You know, and those were the kinds of things that I was -- like I said, it was kind of like taunting. It was taunting. I mean, I would walk out -- like, when the cameras were put up, I would walk out, and if Mr. Dawson was there, he'd go: I see you. I see you.

But he can yell whatever he wants on his property. But he would do that.

Q Are you sure it was Mr. Dawson behind you?

A Yeah. He has a gray Nissan Juke -- or he had a gray Nissan Juke. That was Mr. Dawson.

Q There was an incident with regards to the cat where Mr. Malara apparently got scratched?

A Yes.

Q Was he scratched by the cat, or did he actually --

A That's what he told me; he was scratched by the cat.

Q Okay. But he didn't scratch himself and then call --

A I can't confirm anything, except he called --

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I know he called animal control, and then Mr. Dawson came to our house ringing the doorbell and upset.

Q Okay. And as far as you know, the -- well, you don't know whether or not the cat actually scratched him or not?

A Exactly. Exactly. I don't know whether the cat actually scratched him or not.

Q Do you know any one of these individuals? Nadine Evans?

A I know who she is. She served on the board.

Q Did you ever have any discussions with her about --

A I never had any discussions with Nadine.

Q How about Shawn Toole?

A I never had discussions with Shawn Toole. He was also on the HOA board.

Q Laura Deaton?

A Never had discussions with Laura Deaton.

Q Or E-mails passed from any of those?

A No.

Q Was there a reason why all of the sudden Mr. Malara decided not to be friends with people like Chris Craven and other people like --

A I don't know. Again, I think everything just kind of got -- just the whole situation became bad.

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Like, really, neighbors just stopped talking to each other.

Q But you didn't leave Mr. Malara because of this situation?

A No.

Q Okay. When -- you know, Mr. Malara mentioned or indicated that he couldn't let it go, how would that manifest itself in his behavior?

MR. FERDERIGOS: Object to the form.

A Well, I will also say both parties couldn't let it go so it manifested with taunting and petty behavior. So, like, handcuffs outside of a fence, and somebody putting their phone up while I was driving, and saying, I see you while I walked outside to get in my car. So it's the exact same thing. They're both equally matched, in my opinion.

Q Okay. And if the complaint was confidentiality -- was confidential, this whole dispute would not have happened?

MR. FERDERIGOS: Object to the form.

A I would hope so. I don't know. I mean, you know, I would hope so. I wanted just to resolve it between two people. I don't know why it got to the way it got.

MR. CONDON: Okay. Ms. Adrihan, I can't think

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of any other questions. I appreciate your time?

THE DEPONENT: I appreciate you bringing me in.

MR. CONDON: Okay.

MR. TRAYWICK: We're done?

MR. FERDERIGOS: Well, I have a few questions. Not as many as Joe had for you.

THE DEPONENT: Okay.

EXAMINATION

BY MR. FERDERIGOS:

Q Have you ever seen the agreement between the HOA and Ravenel Associates?

A Yes. When I served on the board. And I don't have it.

Q Would you agree that whatever the agreement is between HOA and Ravenel Associates, that that agreement governs whether Ravenel Associates is supposed to do and not do?

A Correct.

Q I mean, because it's a contract between an HOA and property --

A Correct.

Q So you don't -- sitting here today, you don't know if that agreement said anything about any confidential process for complaints or anything of that

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nature?
A I don't recall seeing it. But, then again, I did not recall a birthday card I sent.
Q So whatever the agreement says, it says, and that's what binds the responsibility of Ravenel --
A And the HOA.
Q -- and the HOA?
To each other, correct?
A Correct.
Q Okay. So above and beyond what's set forth in that agreement, you wouldn't have any testimony about anything else that Ravenel was supposed to do or not do?
A Correct.
Q Okay. We talked about the -- the initial complaint, about the trash, and Mr. Condon asked you a lot of questions about: How did Dave feel? Or what did Dave think? And he wanted you to jump in Dave's head. My questions are about what you felt. We've already deposed David. Can David speak for himself --
A Yes.
Q -- as far as what his feelings were about different things at different times?
A Yes.
Q Would you agree that you can't literally or

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metaphorically jump into David's head and know what he is thinking at the time?
A Yes.
Q Okay. So let's ask -- because you're being deposed, let's go ahead and ask you: As far as the complaint about the trash, okay, the complaint happened, Dave addressed it with Mr. Dawson; at that point, within literally a few days or weeks, did you feel like that complaint was not a big deal?
A Yes.
Q Okay. Mrs. Dawson made a complaint about the trash. I understand that Mr. Malara, he had -- he ended up in the emergency room that weekend or something to that effect?
A It was the day that he found out -- it was either the day before or the day he found out about the trash.
Q Right. So he ended up in the emergency room which was the reason the trash wasn't moved to the recycling bind that day?
MR. CONDON: Object to the form.
A Yes.
Q At least that's what David testified to. Is that consistent your recollection?
A That is consistent. Because he was in the

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hospital that morning.
Q So the trash didn't get moved for a day because there was an emergency, and then the Dawsons' made a complaint about the trash? Then Dave addressed that with the Dawsons; correct?
A Correct.
Q Right. And then everybody agreed -- and this is over the course of several days and weeks -- that, Hey, let's work this out, let's continue to be friends; correct?
A Correct.
Q Okay. So for you and your purposes, after that resolution occurred, was the complaint really -- about the trash really a non-issue at that point?
A You're asking my opinion?
Q For you.
A Yes.
Q So it wasn't a big deal to you anymore --
A Yes.
Q -- at that point; correct?
A Yes.
Q Okay. So setting aside the complaint, the original complaint, moving from December and January and February and March, during those months, was their behavior from your perspective, from the Dawsons, th

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you considered to be taunting and harassing and things that made you uncomfortable?
A Yes.
MR. CONDON: Object to the form.
Q Okay. And setting aside the original complaint about the trash, in December, an January, and February, and March, was their behavior, from the Dawsons, that led you to believe, you know what, I don't really want to be friends with these people anymore because of what they're doing?
A Yes.
Q Okay. So was it the behavior of the Dawsons in December, January, February, March which led up to you and Dave putting in a complaint with the board to have Mr. Dawson removed from the board, was it Mr. Dawson's behavior that led to you not wanting to be friends with the Dawsons anymore?
A I'm going to clarify that statement with, it was the behavior by Mr. Malara and Mr. Dawson not being able to let this matter go.
Q Okay.
A And so -- I mean, you can see evidence here that David also put handcuffs on the fence. I was not aware of that. David also sent -- or allegedly sent a letter to Mr. Dawson's job. I was not aware of that

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until today. So I would say that things were happening outside of my knowledge. But I was living at that home, and so when I was being taunted or something was going on, then I got uncomfortable.

Q Right.

A I only got involved when -- after Mr. Dawson was asked to just stay off of our property. He kept coming onto the property. That's when I got involved. And said, okay, I'm getting a little bit uncomfortable.

Q Yeah. Now, this whole complaint being mailed to Mr. Dawson's place of business, where did you hear that David allegedly sent that?

A Mr. Condon just said this is -- looked like Mr. Malara -- that's why.

Q So you're just repeating what Mr. Condon --

A I'm repeating what Mr. Condon said.

Q -- told you here today?

A That's why I said allegedly. I don't know.

Q Okay. But my question to you is, is it behavior from -- and focusing on Mr. Dawson specifically, is it his behavior in December, January, February, and March, was the behavior from him that made you feel that he was taunting you and harassing you?

A Yes.

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MR. CONDON: Object to the form. Asked and answered.

Q And was it Mr. Dawson's behavior, you know, of him taunting you and harassing you that led you to come up with the personal opinion and belief that you didn't want to be friends with the Dawsons anymore?

MR. CONDON: Object to the form.

A Yes.

Q Okay. Could you tell me how you believe in December, January, February, March, or thereafter, that Mr. Dawson or Mrs. Dawson taunted you, harassed you, or made you feel that you didn't want to be friends with them anymore? What did they do?

A It's written in the complaint.

Q Well, could you just tell me generally?

A Okay. Well, generally, it was -- what really made me feel like I didn't want to be friends with them was when they did what they did on March 16th and also on March 10th when Mr. Dawson was taking photos of the back of our house, and then that was brought up with him on March 16th when Mr. Dawson and Mr. Malara were on the front lawn. I actually asked Mr. Dawson, Why were you taking photos of our property last week? And he mentioned -- he responded: I saw a violation. And, you know, . . .

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Q Okay.

A And I just said: Please, knock it off. I did call the police that night, because I just wanted it all to stop. I just -- I didn't feel like it was ending.

Q Okay. And it was the incidents from March --

A February as well. Because I -- February, Matthew had sent a text to Dave inviting us over to their house. And at that point, we really didn't want to deal with them anymore. And then Matt came onto my property and rang the doorbell and got me and said: Why aren't you answering our texts. And I never received a text. David received a text. And I just said, You know what, Matt, we're not going to go over to your house. Just let it go. You know, we're neighbors; we're not friends. And that was it.

And, so, like I said, then March 10th happened where he was taking photos of the back of my property and then I was really upset. That really upset me. That's why we got the cameras. We got the cameras, literally, within three days of that incident. Because I said, you know what, I really don't want him walking around the property anymore.

Q And him videotaping you, did that upset you?

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A Well, the car incident occurred after March.

Q Okay.

A Where I was driving and he -- that did upset me. Because I was, like, Knock it off. But I wasn't going to talk to him at that point. Because I really -- after we had received the letter that they were investigated, I considered the entire thing done. So whatever he wanted to do, he's well within his rights -- a police officer told me, You're well within your right to go ahead and yell whatever you want outside your house. So okay.

Q Did the December 8th -- and I'll call it the F-you letter. Where it says, mother F'er, Dave, and F-you, Dave. Did that upset you?

A Well, I wasn't happy about it.

Q Okay. And that's an E-mail that Mr. Dawson sent?

A Yeah.

Q Did receiving -- Dave having received that E-mail from Matt Dawson, did that make you want to be his friend? Matt Dawson's friend?

MR. CONDON: Object to the form.

A I mean, I would say it wasn't helping the matter, the situation, that we were -- we had -- it was apparent that there was not a resolution.

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Q Okay. Did all of this -- for lack of a better word -- drama during the Cayman Islands and all the activity from Matt Dawson and Kateri Dawson, did that make you want to be the Dawsons' friends?
A I was working, but when I came back to the hotel room and heard that David had had a phone call, I -- I have to say I was a little dumbfounded, by the fact that I was out of the country, and I'm dealing with this -- or having to hear about it.
Q Okay. You were dumbfounded that the Dawsons were doing stuff like that?
MR. CONDON: Object to the form.
A I was dumbfounded by any exchange at all between David Mahan and Matthew or Kateri.
Q The whole thing about Whiskers, the cat, being on the porch and Matt Dawson telling y'all -- because it's y'all's house -- that y'all should not keep your own door -- porch door open on your own property, did that upset you?
MR. CONDON: Object to the form.
A I -- again, I just was dumbfounded.
Q Right. I mean if it's your --
A That's the only word I can use on that.
Q Sure. If it's your home, do you think you should be able to make a decision about whether or not

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you should be able to leave your porch door open or not?
MR. CONDON: Object to the form.
A Yes.
Q Do you think that Matt Dawson, a neighbor, shouldn't demand that you keep your door closed to keep his cat from trespassing?
MR. CONDON: Object to the form.
A Yes.
Q Okay. How about the Dawsons trespassing on your property, did that upset you?
A I told you that whenever they came onto our property is when I got involved. After they had already been asked. When it was clear that there was not going to be a resolution, that's when I said, okay, you know what, stay on your side. I mean, we are very close proximity. You can see from photos that we're in very close proximity. You can't help it, someone is mowing the lawn, I'm not going to sit there and be that neighbor that goes, Get off my property. I don't care.
But when you're actually coming onto my property, snapping photos of us while we were out on our patio, I take issue with that.
Q And that's the activity that Matt Dawson did

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that upset you?
A Yes. He went onto the casement and took photos of us.
Q Did you also know that there's evidence of him walk around y'all's house, videotaping it, the back of y'all's house?
A That, I don't --
Q Did you feel that Matt Dawson was invading your privacy --
MR. CONDON: Object to the form.
Q -- with his activities?
A That incident felt like an invasion of privacy. It was one incident.
Q Okay. I mean, do you want to be friends with the Dawsons?
A I am not friends with the Dawsons.
Q Okay. Why not?
A I moved.
Q Right. If you wouldn't have moved, would you want to be friend with the Dawsons?
A I'm not sure.
MR. PERDERIGOS: Okay. Okay. I don't have any further questions. Answer any questions these attorneys have.
MR. MIMS: Thank you.

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EXAMINATION
BY MR. MIMS:
Q You good to go still? I'll also be relatively brief. My name is Kevin Mims. Doug MacKelcan and I represent the homeowners association. I have a few follow-ups for you, just to make sure I understand your testimony.
When did you first begin living out at Village Green?
A 2007.
Q Okay.
A November.
Q And when did you leave?
A October of 2013.
Q All right. My math skills this late on a Friday --
A Six years.
Q That's about six years. Okay.
And during that six-year time period that you were a resident at Village Green, it also sounds like you served on the homeowners board for at least a year; right?
A Yeah. I want to say it was between 2009 and 2010.
Q All right. During that time period, you had

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the opportunity to come into contact with persons holding the position of ARB chairperson; right?
A Right.
Q There was Mr. Dawson, and I assume there were others; right?
A Uh-huh. Correct.
Q All right. So during that time period while you lived out there, the six years and the time on the board, did you ever see an ARB chairperson taking photographs of other residents in their backyard?
A No.
Q Okay. Did you ever see another ARB chairperson sending texts anonymously to persons saying they were in violation of ARB guidelines?
A No.
Q Did you feel like that was more of a personal vendetta by Mr. Dawson –
MR. CONDON: Object –
Q – as to Mr. Malara and yourself?
MR. CONDON: Object to the form.
A I would say that that was not appropriate behavior for a board member.
Q Right. And, further, you ultimately said that you thought that that was a misuse of the ARB chairperson position; right?

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MR. CONDON: Object to the form.
A Correct.
Q And I think to the point where you ultimately brought that up to the board, you and Mr. Malara, in what's been previously marked in Exhibit 3-G, the 3-19-2012 correspondence; correct?
A Correct.
Q All right. And was an effort after this six months of events, if you will, that are all documented here in this report that you thought were troublesome and a misuse of the ARB position by Mr. Dawson; is that right?
A They were our allegations against Mr. Dawson during that time period, correct.
Q I love the word allegation. It's like a TV show.
As far as sitting here today, Exhibit 3-G, you stand behind these allegations, accusations, statements of fact as to what occurred by Mr. Dawson over this time period; correct?
MR. CONDON: Object to the form.
A And I mentioned it in my testimony to Mr. Condon, February and March, absolutely. November, were exchanges between Mr. Dawson and Mr. Malara. Again, that was a letter written by both of us.

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Q Right. I understand.
A So I – I can attest to things that I observed with my eyes firsthand.
Q Very good. Fair enough. That's all I want you to do.
A Thank you.
Q But to the extent there were some November incidents, or incidents that weren't personally involved with, you at least as of today's date of seeing the F-you E-mail –
A Yes.
Q – and you thought that was inappropriate for an ARB chairperson to be having that type of communication with people as yourself; correct?
MR. CONDON: Object to the form.
A Yes.
Q So you stand behind everything that you have personal knowledge of in Exhibit 3-G even as of today's date; right?
A Yes.
Q And you felt – you asked back in March of 2012 that the board remove Mr. Dawson and take action as a result of his activities?
A Yes.
Q Okay. And the board did that; right?

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A I believe so.
Q Okay.
A The only letter I received was the letter that is in one of those exhibits that said that they were going to revisit –
Q Okay.
A – the issue by April 11th, 2012. I am not in receipt of the other letter.
Q Fair enough.
A Question mark, as to what exactly happened.
Q Fair enough. You think to the extent there was any action by the board in response to this letter, that would have been appropriate, based upon your belief that he misused his ARB position?
A Well, I'm the one that –
MR. CONDON: Object to the form. Calls for speculation.
A Verbal I would've [illegible]
Q Thank you. As far as an investigation, it looks like you and Mr. Malara in this Exhibit 3-G, had basically done an investigation over some period of time and laid out the facts for the board pretty well; right?
MR. CONDON: Object to the form.
A Correct.

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Q All right. Even to the extent that there are exhibits that show photos of screen shots of these inappropriate texts from an ARB chairperson?
A Those were David Malara's -- on David Malara's phone, correct.
Q And it's your testimony that these texts were from Mr. Dawson, right?
A Correct. That phone number.
Q So to the extent that the board was presented with this information by you, and you and Mr. Malara attested that this is Mr. Dawson's phone number and text that Mr. Malara's received on his phone, it kind of is what it is at that point; right?
A Correct.
MR. CONDON: Object to the form.
Q You weren't privy to further investigation the board should have done, or could have done, to verify these texts -- let me rephrase that.
Were you aware of anything else that the board had to do to know that these were the texts that you presented to --
A I'm not sure.
Q All right. But you agree with me it's reasonable for them to rely upon your information, your representation that these were texts from

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Mr. Dawson?
A I believe they needed to conduct their own investigation --
MR. CONDON: Object to the form. Calls for speculation.
MR. FERDERIGOS: Jon, you're making speaking objections. You know that's against the rules. Has been for ten years.
MR. MacKELCAN: Object to the form, and that's it.
MR. CONDON: Okay.
Q Anyway, this was the information -- these exhibits -- these texts that were part of the evidence -- the evidence that you and Mr. Malara gathered as a part of your investigation and presentation of evidence to the board of misuse of the ARB position by Mr. Dawson; is that right?
MR. CONDON: Object to the form.
A Correct.
Q And, again, you're not aware of any other ARB chairperson in the whole six years you were there, including your tenure on the board, that was taking photos of people in the backyard and sending personal texts about alleged violations or doing any of these things that Mr. Dawson was doing to you and Mr. Malara?

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A I'm not aware of any ARB chairperson, no.
Q All right. And I think you said this, but I just want to make sure. The reason that the surveillance cameras were installed were as a result of the photographs and the trespassing to your backyard's easement area --
A It was as a result of the incident that occurred on March 10th, where we were being photographed in our backyard, correct.
Q Right. And that was a reaction to Mr. Dawson's actions; right?
A That was Mr. Dawson who did it, correct.
Q And prior to these trespassing signs being posted, as we've seen in the photographs, there were incidences of either Mr. and Mrs. Dawson, one or the other or both, going to into your backyard or onto your property?
A I don't know when this --
Q As set forth in this prior letter.
A I will say that I don't know -- I'm not recalling when that no trespassing sign came up there, but I think it's actually in the whole E-mail string. It had to have been in November.
Q Right. It was in response to events and actions by the Dawsons?

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A You would have to ask Mr. Malara that. I don't know.
Q Okay. Fair enough. Do you have any reason to believe that Mr. Malara just put those out there prior to any trespass?
MR. CONDON: Object to the form.
Q That wouldn't make sense, would it?
A I cannot tell you that.
Q All right. Bear with me one second.
In this Exhibit 4 that was marked earlier today, it's a December 8th, 2011, letter. I don't know if it's in front of you or not.
A Is that the E-mail.
Q This is what my copy looks like.
A Oh, thank you. Yes.
Q A few paragraphs down, it talks about coming into the backyard and trespassing down. You see that paragraph?
A Yes.
Q What's that all about?
A That the incident that I really can't attest to because I was out of the country.
Q Okay.
A Mr. Malara had a neighbor come over and watch our new cat, and she was in the house

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and saw Mrs. Dawson. And I believe there was also a note left by Mrs. Dawson to please keep your porch door closed. And, again, I don't have that note, but I do remember seeing the note, and it was signed by Kateri.

Q Okay. So you have seen this note, and it was signed by Kateri?

A I did see the note.

Q And it basically said, what exactly?

A Please close your porch door.

Q All right?

A And something -- I mean, again --

Q And it's your understanding that note was found --

A In the patio. So it was on our property, in our patio, on our bar.

Q Okay. So that location of the note from Mrs. Dawson clearly was indicative that she had been on your property while you were out of the country?

A Correct.

Q And this neighbor that was over house sitting, who was that?

A Her name was Elizabeth Oliver.

Q Do you know where she lives today?

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A She lives two doors down. I don't know. It's on Middlebury Lane. You're 3290. She's to the right -- two doors from Mrs. Dawson, going away from --

Q Okay. And, to the best of your knowledge --

A She's like 3298 or something like that.

Q And, to your knowledge, she still lives there today?

A Yes.

Q And did you have an opportunity to speak with Ms. Oliver when you got back in the country?

A I did not. Again, it was all David --

Q But your understanding is that Ms. Oliver was an eyewitness to what exactly --

A To the note left on the door. That is my understanding from David Malara sharing that with me. Again, I'm third --

Q I understand. Ms. Oliver was present in the house, house sitting, cat sitting --

A That is true. Yes.

Q -- and she observed this trespass?

MR. CONDON: Object to the form.

A That is what she told Mr. Malara.

Q And as far as time period, that would be approximately November 2011?

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A Yes.

Q Did anything -- let me ask you this. How would you describe you or Mr. Malara's relationship with the Dawsons prior to these events?

A It was a neighborly relationship. We even describe that in our letters to them. That it got strained. . . .

Q Okay. Do you have any issues with the board at the Village Green Homeowners Association?

A Currently?

Q Related to this incident?

A Related to this incident? Well, I had an issue until it was subsequently resolved or at least my. . .

Q Right. And they responded to your satisfaction, as far as you know?

MR. CONDON: Object to the form.

A That is correct.

MR. MIMS: Very good. All right. That's all I have for right now. Thank you.

THE DEPONENT: Thank you.

MR. CONDON: Doug, you have any questions?

MR. MacKELCAn: No.

MR. CONDON: I just have a few follow-up, Ms. Adrihan.

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FURTHER EXAMINATION

BY MR. CONDON:

Q Did the texts, where he says: Please submit an ARB form for approval of the cameras and lights just installed. All additions must be run through the ARB. Thank you. And then it says, ARB Chair, thank you for your cooperation.

Did Mr. Malara figuring that was like a threatening text?

MR. MIMS: Object to the form.

MR. FERDERIGOS: Object to the form.

A I believe so. Yes.

Q And --

A Because then he actually confronted Mr. Dawson about the text, and that's when the argument ensued on the front lawn.

Q And that would have been on the --

A On that [illegible]

Q -- on the 16th?

A Uh-huh.

Q Okay. And Exhibit Number 1, attachment, excuse me, to this document, how did you know that was from Mr. Dawson?

A That's -- that's another screen shot from Mr. Malara.

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Q Do you know which one -- it's from Mr. Dawson?
A Yeah, I was shown it prior to this. But that was just copied.
MR. CONDON: I don't have any other questions. I appreciate your time.
THE DEPONENT: Thank you.
(The deposition concludes at 4:25 p.m.)

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REPORTER'S CERTIFICATE

STATE OF SOUTH CAROLINA)
) Ss
COUNTY OF BERKELEY)

I, ROLAYNE M. VOLPE, Certified Court Reporter, CCR, and Registered Professional Reporter, RPR, do hereby certify that the transcript of the foregoing proceedings accurately reflects the events that occurred before me to the best of my ability at the time and place set out on the caption hereto; that the deponent was by me duly cautioned and sworn, or affirmed, to tell the truth, the whole truth, and nothing but the truth; that the testimony of the witness and all objections made at the time of the examination, were recorded stenographically by me and were thereafter transcribed by computer-aided transcription; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself or herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken or to any attorney or counsel employed by the parties hereto, nor financially interested, directly or indirectly, in the outcome of this action.

CERTIFIED AND SIGNED on this 30th day of March, 2015.

ROLAYNE M. VOLPE, CCR, RPR
Certified Court Reporter and
Registered Professional Reporter
Commission Expires: 8-30-2021

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) Case No. 2014-CP-10-2319
MATTHEW L. DAWSON AND KATERI DAWSON,
Plaintiffs,
vs.
RAVENEL ASSOCIATES, INC. d/b/a
RAVENEL ASSOCIATES,

Defendants.

MATTHEW L. DAWSON, Case No. 2013-CP-10-457
Plaintiffs,
vs.
VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.,
Defendant.

DEPOSITION OF
MATTHEW LYNN DAWSON

DATE: July 31, 2014
TIME: 10:13 a.m. - 6:07 p.m.
LOCATION: Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina
REPORTED BY: Lorraine A. Wharton

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A-P-P-E-A-R-A-N-C-E-S

For the Plaintiff:
By: J. Joseph Condon, Jr., Esquire
Attorney at Law
3842-C Leeds Avenue
N. Charleston, SC 29405
(843) 554-1000
condonlaw@msn.com

For Defendant Ravenel Associates, Inc. d/b/a Ravenel Associates:

By: Phillip S. Ferderigos, Esquire
BARNWELL WHALEY PATTERSON & HELMS, LLC
288 Meeting Street, Suite 200
Charleston, SC 29401
(843) 477-7000
pferderigos@barnwell-whaley.com

For Defendant Village Green Homeowners Association, Inc.:
By: Kevin W. Mims, Esquire
LUZURIAGA MIMS, LLP
50 Immigration Street, Suite 200
Charleston, SC 29403
(843) 410-4743
kmims@lmlawllp.com

(APPEARANCES CONTINUED ON NEXT PAGE.)

A-P-P-E-A-R-A-N-C-E-S (Continued)

For Defendant Village Green Homeowners Association, Inc.:
By: Douglas W. MacKelcan, Esquire
CARLOCK, COPELAND & STAIR, LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401
(843) 727-0307
dmackelcan@carlockcopeland.com

Also Present: Kateri Dawson

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EXHIBITS

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Exh. No. 2	Ravenel Associates, Inc. Association Management Agreement (8 Pages)	160
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Exh. No. 4	E-Mail From Matt Dawson to Dave Malara Dated 12/08/11 (1 Page)	254
Defendant Village Green Homeowners Association, Inc.'s:		
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Exh. No. 8	Memo Dated 03/19/12 From Dave Malara and Virginia Adrihan to Board Members of Village Green Homeowners Association (2 Pages)	286

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It is stipulated between the parties that this deposition is taken pursuant to notice and that all questions as to notice are waived; that all objections, save as to the form of the question, are reserved until the time of trial; that this deposition is taken pursuant to the South Rules of Civil Procedure for the purposes allowed therein; and that the deponent was explained his right to read and sign the transcript of the deposition and chose to waive that right.

(MATTHEW LYNN DAWSON, of lawful age, having been first duly sworn as hereinafter certified, was deposed and said as follows:)

E-X-A-M-I-N-A-T-I-O-N

BY MR. FERDERIGOS:

Q Mr. Dawson, hello. My name is Phillip Ferderigos. We met a few moments ago. We're here today to take your discovery deposition in this litigation.

Before we get started, we have a few housekeeping items to take care of.

First off, we've just been presented with some additional documentation, and I've been informed that there's a video that has yet to be produced. And the attorneys have discussed about the additional documentation and the video and we've agreed to, for the purpose of any questions arising from the new

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documentation and the video, leave your deposition open for the future, for that purpose.

MR. FERDERIGOS: Is everybody in agreement with that?

MR. CONDON: Yeah.

MR. FERDERIGOS: Yeah? Okay. And what I will do so there's no confusion is, I'll go ahead and mark the documents that I've been given as, collectively, Defendant's Exhibit No. 1 to this deposition.

MR. CONDON: That's fine.

MR. FERDERIGOS: That way, we all know what the documents are.

(Compilation of Documents (199 pages), Defendant Ravenel Associates, Inc. d/b/a Ravenel Associate's Exhibit No. 1 is marked for identification and made part of this deposition.)

BY MR. FERDERIGOS:

Q Also, we had Mrs. Dawson's deposition scheduled for today, but given the volume of documents that we have in this case, I think we've all come to the realization that we're probably only be able to complete Mr. Dawson's deposition today. So we're just going to proceed with Mr. Dawson's deposition. And we noticed Mrs. Wilson's deposition at a mutually agreeable time; is that acceptable?

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MR. CONDON: That's fine.

Phil, the other thing, too, on the Notice of Deposition I know y'all put both cases and I know y'all want to consolidate. Obviously, we're not going to agree to the consolidation. But, you know, for today, this deposition would cover both cases, I guess. Is that my understanding?

MR. FERDERIGOS: Yes; that we are proceeding in discovery deposition in both cases.

MR. CONDON: Right. Okay.

MR. FERDERIGOS: And by your agreeing to proceed under the Notice of Deposition, you're not waiving your right to argue that the cases should not be consolidated?

MR. CONDON: Correct.

MR. FERDERIGOS: I understand.

MR. CONDON: Yeah.

MR. FERDERIGOS: I think we're all in agreement with that.

MR. MIMS: All in agreement.

MR. FERDERIGOS: Okay.

Any other housekeeping matters before we get started?

MR. CONDON: I don't think so.

MR. FERDERIGOS: Okay. Well, if anything

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pops up, let me know.
MR. CONDON: I will.
MR. FERDERIGOS: Okay.
BY MR. FERDERIGOS:
Q Mr. Dawson, as I indicated, we're here to take your deposition. Have you given a deposition before?
A No.
Q Okay. Just a few of the ground rules for you, and you've probably seen a deposition on TV before.
What this is, is an opportunity for the counsel for the entities that you have sued to ask you questions under oath in order to discover -- and that's why they call it "discovery" -- what you would tell to a jury. So it's a fact/testimony-finding venture for us where we get an opportunity under oath to ask you questions and then you have to respond to those questions. Do you understand that?
A Yes.
Q Okay. Your attorney is going to have the exact same opportunity with the witnesses -- the Defendants -- as well.
There are several rules for discovery. The most important rule is that you are testifying under oath. Okay? And do you understand and recognize that

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means that, so help you God, you are providing accurate testimony?
A Yes.
Q Okay. So you recognize and understand the significance of that oath?
A Yes.
Q Okay. The second rule, which is equally as important, is for you only to answer questions that you understand. I don't want you to answer a question that you're confused about and then the record seems to say something that you didn't intend to say. So do you agree with me that if you do not understand my question or you do you not understand any of the attorneys' questions here, that you'll say Phillip -- or whoever the attorney is -- "I don't understand your question?"
A Yes.
Q And that you will only answer questions if you fully understand them?
A Yes.
Q Okay. Under the rules, I also have to advise you that your attorney is seated next to you and, from time to time, he may object to the record in order to protect some issues that he thinks he needs to protect. Your attorney cannot advise you not to respond to my questions. In other words, you have to respond to my

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questions even if he objects. And he won't be able to tell you that you should not answer that question unless he thinks that, one, I'm harassing you, which has never been a problem before and I don't see it being a problem today. But if it is, at that point we'll have a discussion. And this is true for all the attorneys seated here, these rules.
On, number two, unless he says that I'm asking you something privileged. Those are the only two instances that the rules allow for him to tell you, you can't answer that question. Otherwise, if he objects to the form, you're still going to have to answer my question. Okay?
A Okay.
Q All right. Are you physically and mentally capable of giving your deposition at this time?
A Yes.
Q Okay. Are you currently under the influence of any drugs or medications that would impact your ability to understand my questions and answer them honestly?
A No.
Q Okay. Are you presently suffering from any mental infirmities?
A No.

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Q Okay. Could you state your full name for the record, please?
A Matthew Lynn Dawson.
Q Okay. And what's your age?
A Fifty.
Q Okay. And where do you currently reside?
A 3290 Middleburry Lane, Charleston, South Carolina, 29414.
Q Okay. And that's the residence -- the location of the house which is neighbors with the Malaras?
A Yes.
Q Okay. And what is their address?
A 3286 Middleburry Lane.
Q Okay. So y'all are, basically, neighbors next to each other?
A Yes.
Q Okay. And what a your date of birth?
A July 26, 1964.
Q Okay. And your marital status?
A Married.
Q Married. Do you have any children?
A Yes.
Q Okay. How many children do you have?
A One.

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Q One child. Okay. And how old, and what's the child's name?
A Zacharia Blade Dawson, 23.
Q Okay. Does he live in Charleston County?
A No.
Q Okay. Can you tell me the last names of any relatives that you have that live in Charleston County?
A I don't have any relatives in Charleston County.
Q Okay. What's your Social Security number?
A 292-60-1239.
Q Okay. Driver's license number? Do you know it?
A No.
Q Okay. Do you have your license on you?
A Yes.
Q Okay. You can go ahead and pull that out.
A [Complying.] That's 007267812.
Q Okay. And please don't take offense to this question; we have to ask it of everybody. Have you ever been arrested for anything –
A No.
Q – other than a, you know, traffic violation or something like that?
MR. CONDON: Well, I do want to clarify. It

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has been expunged, so I think it can be answered that he's never been arrested.
MR. FERDERIGOS: Okay.
BY MR. FERDERIGOS:
Q Tell me about the expungement. You had an expungement?
A Yes.
Q Okay. What did that involve?
A An open container.
Q Okay. So you had an open container. Were you convicted? Found guilty or pled guilty?
A Yes.
Q Okay. And then you had that expunged?
A Yes.
Q Okay. Any other arrests or convictions?
A No.
Q Okay. How's about your wife who's seated here today; has she ever been arrested for anything other than traffic violations, that you know of?
A No.
Q Okay. Have you been ever hospitalized for any mental infirmities?
A No.
Q Okay. Have you ever seen a psychologist, psychologist, any mental health care provider?

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A No.
Q Okay. Have you ever been hospitalized for any physical infirmities?
A Yes.
Q Okay. And just generally, so I can just get a sense of that background, what have you been hospitalized before for, for physical infirmities, before?
A I had a broken elbow.
Q Okay.
A I think that's it.
Q Okay. Who is your primary health care provider?
A I don't have one.
Q Okay. When you get sick or you need to go see a doctor, where do you go?
A Doctors Care.
Q Okay. Which Doctors Care?
A West Ashley.
Q What road? Sam Rittenberg?
A No. Hawkin Trail area.
Q Okay. Near Zaxby's or something?
A Yes.
Q Okay. And again, please don't take any offense to these questions; we ask them of everybody.

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Have you ever had any drug addictions or problems?
A No.
Q Okay. Have you had any alcohol addictions or problems?
A No.
Q Okay. How much alcohol you consume on an average weekly basis?
A Four, five, six. Six.
Q Six?
A Beers.
Q Beers?
A Yeah.
Q Okay. What kind of beer do you like or take?
A Usually, maybe an IPA.
Q Okay. Are you a member of a church or a synagogue?
A Yes.
Q Okay. What church or synagogue?
A Old St. Andrew's Episcopal Church –
Q Okay.
A – on Highway 61.
Q And how long have you been a member?
A For, I believe, approximately ten years.
Q Ten years. Okay. Are you a frequent goer?
A Yes.

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Q Okay. Do you go every Sunday?
A About every other Sunday.
Q Do you participate in church activities?
A Yes.
Q Okay. Such as?
A Work in the church yard, landscaping. We attend events to raise money for trips to the Dominican Republic or to raise money for the church.
Q Okay.
A Dinners and that sort of thing.
Q Okay. Do you have any leadership roles in that church?
A No.
Q Do you pay dues to the church?
A Tithes; yes.
Q Tithes. Okay. Are you a member of any clubs or organizations?
A Yes.
Q Okay. Tell me what member you're --
A South Carolina Association of CPAs.
Q Okay. Any other club or organization?
A Alumni member for College of Charleston and Charleston Southern.
Q Okay.
A I think that's it.

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Q Okay. Do you hold any titles or leadership positions in these clubs or organizations?
A No.
Q Okay. What do you do for extracurricular activities? Hobbies, that sort of thing?
A I golf.
Q Are you a good golfer?
A Not bad.
Q Not bad? Okay. You're not bragging, but you're not bad? Okay. Anything other than golf?
A When given an opportunity, to travel. Work around the house. Yard work.
Q Okay. Any other hobbies? Is that about it?
A That's the extent of it; yes.
Q Okay. When is the last time you've been on vacation?
A June.
Q Okay. Of two thousand --
A 2014.
Q Where did you go?
A New Mexico.
Q How long did you go for?
A One week.
Q And what did you do?
A We traveled through New Mexico and -- and

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southern Colorado, visiting, you know, parks.
Q Okay. Was it enjoyable?
A Yes.
Q Okay. How's about the vacation before that? Well, let me ask you: Did you take your wife with you?
A Yes.
Q Okay. How's about the vacation before that?
A I -- we had one. I'm trying to think when, because there's -- they're usually short. Again, a weekend. I don't remember.
Q Okay. From 2011 to the present, can you just generally tell me -- you said you like to travel. Where have you gone for traveling, for fun?
A To Las Vegas for a couple days.
Q Just you?
A Me and my wife, Kateri.
Q Okay. And was that -- do you remember the year, generally?
A I think maybe 2012. I don't remember. It's usually just a couple days and that's the extent.
Q Okay. Any other place other than Las Vegas?
A I can't remember any other place.
Q Okay.
A I like to travel, I -- I just don't get a

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chance to do it often.
Q Okay. Why is that?
A Financial and work.
Q Financial and work. Okay. Have you ever been involved in any accident: Car accident, motorcycle accident?
A Yes.
Q Okay. Tell me about that.
A I believe that happened in 2002. My son and I were rear-ended in Finley, Ohio.
Q Okay. Did you receive any injuries because of that?
A No. Not that I'm aware of. I mean I went to a chiropractor.
Q Okay. And where did -- which chiropractor did you go to; do you remember?
A I don't remember the name.
Q Any other accidents that you've been involved with: Car accidents, motorcycle accidents?
A No.
Q Have you ever been involved in any injuries like slip-and-falls or anything like that?
A No.
Q Okay. Have you ever put in a claim with an insurance company before about anything?

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A Yes.
Q Okay. Tell me about that.
A A windshield.
Q Okay. Anything other than a windshield?
A In 2012, there was a claim on my current car for a rubber piece on a bumper that a Postal Service worker took off.
Q Okay. Any other claim?
A No.
Q Okay. Have you ever sued anybody else, other than this litigation?
A No.
Q Has your wife ever sued anybody else other than this litigation, that you know of?
A No.
Q Okay. Have you ever been sued for anything, that you know of?
A No.
Q Okay. Have you ever been -- do you have a business?
A Yes.
Q Are you a sole proprietor?
A I do a few tax returns.
Q Okay. Has your business ever been sued?
A No.

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Q Okay. Let's just quickly talk about your education. Where were you born and raised?
A Del Fountain, Ohio.
Q Okay. And how long did you stay in Ohio?
A Until 1984.
Q Okay. So you're an Ohioan, originally?
A Yes.
Q Until 1984. And why did you leave Ohio?
A I enlisted in the United States Air Force.
Q Okay. And when was that?
A 1984.
Q 1984. And how old were you?
A Twenty.
Q Okay. From birth until 20, where did you go to school?
A I had elementary school in Riverdale, Mount Blanchard, Ohio, then Bluffton, Ohio, middle school and high school, then also Cory-Rawson, Ohio, for part of high school.
Q Okay. And did you go to college or have any more education after that or --
A After.
Q -- you went into the Air Force?
A When I got here, in Charleston, in 1984, then College of Charleston. Well, Trident Tech, College of

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Charleston, then Charleston Southern, then currently still a student in North Central University.
Q Okay. So what did you do -- you joined the Air Force when you left Ohio?
A Yes.
Q And how old again were you when you joined the air force?
A I was 20.
Q You were 20. And before that, had you worked anywhere before joining the Air Force?
A Cafeteria at the university in Bluffton, Ohio. I worked delivering newspapers, as a child. Worked painting, after high school, for -- for the summer.
Q Okay.
A Worked in a factory for -- right before I enlisted in the Air Force.
Q Okay. And why did you enlist in the Air Force?
A To pursue -- just an opportunity.
Q Okay. And how long were you in the Air Force?
A Seven years.
Q And what did you do?
A I was an air cargo specialist.

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Q Okay. So what would that entail?
A Loading air cargo into planes.
Q Okay. And what was your grade?
A I was an E4, sergeant.
Q Okay. Were you honorably discharged?
A Yes.
Q Okay. So after seven years, you decided you didn't want to do that any more?
A That's correct.
Q Okay. Did the U.S. Air Force -- in doing that for seven years, did that provide you with the opportunity to get the college training --
A Yes.
Q -- that you --
A I was going to school while in the Air Force.
Q Okay. And that's one of the opportunities that you had?
A Yes.
Q Okay. And then when I guess -- did the U.S. Air Force left you in Charleston, or how did you end up in Charleston?
A I was assigned here.
Q Okay. So you were assigned here in Charleston back in 1984?
A Yes.

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Q Okay. And you've been in Charleston ever since?
A Yes.
Q Okay. So 1984, were you primarily working for the Air Force and going to school?
A Yes.
Q Okay. And tell me the schools again and what years and what order and what you did in each school.
A I started with Trident Tech core courses, then transferred to the College of Charleston.
Q How many years were you at Tech, and generally, if you recall, what --
A Two years, I think.
Q Okay. Do you remember what two years, generally?
A I started about '85. I can't – 1985 to, I believe, 1987.
Q Okay. So then 1987, you went to College of Charleston?
A Yes.
Q Okay. Did you transfer over and transfer some credits –
A Yes. Yes.
Q – or how did you do it? Okay. And what kind of a student were you throughout Trident Tech,

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College of Charleston and currently? Are you a good student or –
A Average student.
Q Okay. What's "average," for you?
A I – 2.0.
Q 2.0? Okay. Yeah.
MR. FERDERIGOS: Go off the record for second.
(At this point there is off-the-record conversation.)
BY MR. FERDERIGOS:
Q Okay. So you did your core classes at Trident and then you went to College of Charleston. How long were you there?
A Until graduation in 1991.
Q Okay. So from -- what was it; '87?
A Approximately 1987.
Q '87 to --
A Graduation in -- 1993. Excuse me.
Q 1993. Okay. And I take it you weren't taking a full load, and that's why it took some extra time?
A Yes.
Q Okay. And then -- in 1993, you said?
A Yes.

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Q Approximately?
A I graduated in 1993.
Q Okay. 1993. And had you already finished with the Air Force at that time or was that simultaneous?
A I was honorably discharged in 1991.
Q Okay. So then from 1991 to 1993, you were going to the College of Charleston until you graduated. Were you working anywhere?
A Yes.
Q And where were you working?
A At Pizza Hut.
Q Okay. And what would you do at Pizza Hut?
A Deliver pizzas.
Q Okay. And when you were at the College of Charleston, what degree did you graduate with?
A A business degree.
Q Okay. And -- let's see. What did you do after that, after you graduated?
A I started working for a temp agency until a -- I acquired a full-time position, accounting.
Q Okay. And how long did you work for a temp agency and what sort of things did you do when you were there?
A I think that was maybe six months. And project work, and keep track of other temp employees.

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Q Okay. And then what was the first -- I don't want to say, quote-unquote, "real" job, but job after, after that temp job? Permanent job?
A That was working as an accounting manager for B&C Management.
Q And what's that?
A A computer company. And I handled the accounting functions.
Q Okay. And how long did you do that for, and, generally, what years?
A Approximately three years.
Q And what years are we talking about?
A That would be, I believe, 1993 to 1996.
Q Okay.
MR. MIMS: What was the name of that company? I'm sorry.
THE DEPONENT: B&C Management Systems.
BY MR. FERDERIGOS:
Q Okay. And then after 1996, what did you do?
A Then I moved to another position with W.H. Platts Company, as their Controller.
Q Okay. And how long were you there and what did you generally do?
A A Controller. Accounting functions. And stayed there for maybe a year.

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Q Okay.
A So to ninety –
Q '97?
A '97.
Q Okay. And then what did you do after that?
A I took a position with Williams Technologies as a senior accountant.
Q Okay. And how long were you there?
A That was from – that was one year, so '98 to '99.
Q I think you started '97? I mean – what you said before, but you tell me. 1998 to 1999, you think?
A It was one year. It started after – right after I left W.H. Platts, so.
Q Okay. So we might be a year off in some of these?
A Yes.
Q But that's okay. So what did you do after being a senior accountant at Williams?
A I took an opportunity with an accounting firm, Moore Kirkland Beauston, as their Controller.
Q And what does the Controller do?
A In small businesses, everything from payroll to financial statements to accounting projects.
Q Is it a fancy name for office manager?

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A In small businesses; yes.
Q Okay. Were these small businesses, at this time?
A Yes.
Q Okay. And –
A Well, a couple of them were larger. Not for the ones I was controlling; the Controller positions were small companies.
Q Okay. So you actually managed people in these positions, or were you just numbers guy?
A One, W.H. Platts, did have a staff accountant, so, yes; I managed. The Controller at Moore Kirkland Beauston, I was the only finance position.
Q Okay. How long were you at Moore Kirkland?
A I believe that was two years, so.
Q Okay. So where does that put us at?
A Let's see. I guess that was – I may have some dates plus or minus, but I think – I know I left 2000, the year 2000. I think I – when was that? I think the year 2000. So I spent two years, so it must be '98 to 2000.
Q Okay. What did you do next?
A I took an opportunity to be a Controller for a medical supply company, A-Plus Medical.
Q And how long did you do that for?

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A I think that was from 2000 to 2001.
Q One year?
A Yes.
Q Okay. I'm seeing a pattern of jumping around every year or two. Is that consistent throughout your career or did you land somewhere?
A The early part of my career. Experience. Exposure.
Q Okay.
A Small businesses typically don't last too long.
Q Okay. So after A-Plus, what did you do?
A I worked as a taxpayer representative for J.K. arris.
Q Preparing taxes, or what is that?
A Representing clients for offers and compromise and auto-representation, handling bank levies, that sort of thing.
Q So you're comfortable handling sophisticated financial dealings?
A Depend – it depends on the sophistication of the financial deal.
Q Okay. But you have more knowledge about that sort of thing than an average Joe would; right?
A Yes.

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Q Okay. How long were you at J.K. Harris?
A That was three years.
Q Okay. What years, range, are we talking about?
A So that would be 2001 to 2004.
Q Okay. And I recognize you may be off a year or two –
A Yes. Absolutely.
Q And that might permeate through all of this, but that's – that's fine. Okay. What did you do after that, after J.K. Harris?
A That was 2003. I left J.K. Harris to work for The Citadel Foundation as a Director of Accounting.
Q Okay. How long did you do that?
A I did that for a year.
Q Okay. And what year, generally; do you remember?
A That would have been 2004, 2005.
Q Okay. What did you do after that?
A Then I went to Evans Rule.
Q Evans Rule?
A Evans Rule.
Q Okay. What did you do there?
A Assistant Controller. And I was there for three years.

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Q Okay. What years; do you recall? So 2005 to 2008, generally?
A That would be in the ballpark; yes.
Q Okay. Then what did you do after Evans?
A That's where I'm at now, with Kaliburn.
Q With who?
A Kaliburn.
Q Kaliburn. What's Kaliburn?
A Kaliburn. They make plasma cutting systems.
Q Okay. And what do you do there?
A Financial analyst.
Q Financial analyst. Okay. And did you get that – did you start that job in 2008?
A Actually, the date ranges may be off. That one I think was 2010, so I think maybe there's –
Q Right. We're off a year or two on all of these?
A Yes.
Q Approximately? Okay. So for 2010 until the present?
A Yes.
Q Okay. So Kaliburn, Inc. And you're doing what over there?
A Financial analyst.
Q Financial analyst. So what sort of things do

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you do as a financial analyst at Kaliburn, Inc.?
A I prepare month-end closings, financial statements, fixed assets, account reconciliations.
Q Count the money?
A Accounting. Counting money; yeah.
Q Right. Okay. Do you like that job?
A Yes.
Q Has it been the best job you've had from all of these jobs, all things considered?
A Yes; I would say so.
Q Okay. Do you have any problems at work?
A No.
Q Okay. At any of these locations that we've talked about, did you ever have any problems at work, with anything?
A No.
Q Did any employee ever accuse you of anything or did you ever have any issues with management or any problems whatsoever, at any of your -- the places that you've been employed?
A No.
Q Okay. And from 2010 until the present, have you been a financial analyst at Kaliburn?
A Yes.
Q Have you moved up in that position?

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A There's been a – I think take on different tasks.
Q Okay.
A So. We had an employee leave that was the Assistant Controller, and I've assumed those responsibilities but not the title.
Q Okay. And who is your supervisor there?
A Mike LaVallee.
Q Okay. And what is he? The Controller?
A Yes.
Q Is he happy with your performance at work?
A Yes.
Q Okay. And you're happy with him?
A Yes.
Q Okay. So that's probably why – you're very happy with the job; right?
A Yes.
Q Okay. Generally, with these other jobs, just take me through, as far as your earning capacity, how much you would make. And I don't need to know specific jobs, but, generally, over the years, you know, the '90s and then the 2000s and then up to the present, what was your earning capacity throughout these various jobs?
A Going -- ranging from early 2000, the B&C Management, to the mid twenty – mid $20,000s, to the

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next level, then – you know. It just kept – there's been a jump, and -- and that's been part of the – the progression. Thirty – mid $30,000s, and then, with J.K. Harris, $50,000. With the accounting firm, it was $55,000 and $50,000, then $50,000 again. And then –
Q With Kaliburn, what did you –
A Kaliburn now –
Q Kaliburn?
A It's $73,000.
Q Did you start at – what did you start at, at Kaliburn, in 2010?
A At $70,000.
Q $70,000. So you were making $70,000?
A That was – that was with a temp agency during the time, so it was still roughly around $70,000.
Q Okay. Was that the most that you've ever been paid, up to that point, for a job?
A Yes.
Q Making $70,000 a year?
A Yes.
Q Okay. And that's in 2010?
A Yes. At that time; yes.
Q At that time. And then from 2010 until 2014, the present, have you been getting raises?
A Raises and bonuses.

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Q Bonuses? Well, that's good. So you've been getting raises and bonuses. And have you been happy with the raises and the bonuses that you received from 2010 to the present?
A Yes.
Q Okay. And, generally, what is -- when you add in the -- your salary with the raises and the bonuses, what do you make in a typical year, the last three years?
A They haven't been large bonuses, so maybe $75,000, total.
Q $75,000?
A Yeah.
Q Okay. So for the last year, you made approximately $75,000?
A Yes, sir.
Q And the year before that, you made approximately $75,000?
A Well, probably $72,000 or $72,000. I mean $70,000 plus -- I think there was a bonus of a couple thousand.
Q Okay. So from 2009 until the present, have you made more every year, or the same or more, every year?
A Yes.

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Q Okay. So as far as you are aware today, sitting here today, this year has been the most lucrative year for you in your career?
A I -- I'd say no, because I forgot -- I did do some adjunct teaching, or did adjunct teaching, so that supplemented my income in two thousand -- well, several of those years. There's been several.
Q Okay.
A And they ranged from $5,000 a year to $15,000 a year.
Q Okay. So as far as your primary job --
A Yes.
Q -- you're at the highest?
A Yes.
Q But whenever you would do this supplemental teaching, then it might bump you up in the range where you're at now?
A Yes.
Q Okay. Tell me about the supplemental teaching.
A I started teaching with Charleston Southern in -- around the year 2000. And I'm going to be off on the start time. I know I've been teaching with -- I taught with them for about seven years.
Q And you started around what, you said,

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generally?
A I think it was about the year 2000, 2001.
Q Okay. Was it seven continuous years?
A They were continuous; yes.
Q Okay.
A There was always a contract.
Q Okay.
A And at the and -- at the end of that seven years, the contracts -- left with Charleston Southern and I started teaching with Kaplan University.
Q Okay. So then you taught at Kaplan University, as well. What years was that?
A I would have started about 2009.
Q Are you still doing that?
A I haven't, for a year and a half.
Q Okay. Why?
A I don't know.
Q Did they offer you the position and you rejected it or --
A It was just adjunct. It just -- the -- the only assumption would be what te -- my department chair -- just enrollment was down.
Q Okay. What classes were you teaching? I think I know the answer, but I need to ask.
A They ranged. Accounting. Finance. Macro,

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micro economics.
Q Okay. Do you have a teaching degree or no?
A Not a particular teaching degree; no.
Q Okay. So other than the degree that you got at the College of Charleston, did you get another, another degree?
A I got an MBA from Charleston Southern.
Q Okay. And --
A And from --
Q In what field?
A Pardon me?
Q An MBA in what field?
A Accounting.
Q Accounting. Go ahead.
A Well, accounting, finance and information systems.
Q Okay. And what other degrees or education?
A I'm completing a doctorate.
Q You're presently completing your doctorate --
A Yes.
Q -- in that same area?
A I am. Financial management.
Q Okay. And were are you going to school for that?
A That's North Central University.

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Q How long – when did you start there, for this project?
A 2005.
Q Okay. And how close are you to completing that?
A About three or four months.
Q Okay. So in about three or four months, you're going to be a doctor?
A Yes.
Q Okay. I gotcha. Is that going well? Do you anticipate completing the project successfully –
A Yes.
Q – in three or four months? Okay.
Have we covered your education and occupational history pretty well? Is there anything we've left out?
A I believe that's about it.
Q Okay.
Now I just wanted to talk big picture with you for a second. And I represent Ravenel Associates, Inc., and I've read the Complaint and I've read all the documents, and I just want to make sure that I understand everything properly.
There are two claims alleged against Ravenel Associates, Inc. Okay? One is for breach of

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confidentiality -- or negligence, the way that it's captioned.
A Yes.
Q And the other is for defamation. Okay? Now the defamation allegations, at least according to the Complaint, arise from a letter that Bob Cherry sent to the Malaras involving – talking about – and we'll look at the letter in a second -- involving a censure or a motion for a censure on a specific date. That is the basis of the defamation lawsuit, as far as you're aware?
A That sounds it's like it's for the suit against the Homeowners Association. Maybe it --
Q Okay. Okay. As far as defamation, okay, you're alleging that you were defamed by something; correct?
A Yes.
Q Okay. Is it true that your wife was not defamed by anything?
A I can't answer that. No.
I mean yes; I think by Ravenel.
Q Okay. Do you know what a defamation action is?
A Yes. I understand.
Q Okay. Do you know what you are -- do you know what you are saying -- well, let me start off like

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this. Who are you saying defamed you, and why?
A The Homeowners Association defaming by the censure.
Q Okay. So the Homeowners Association defamed you by the censure?
A Yes.
Q Okay. Is there any other way that you believe that you were defamed by anybody in this litigation?
A I don't know.
Q Okay. So sitting here today, it's your understanding that the only claim that you have for defamation is your claim for defamation against the Homeowners Association for censure?
A And Ravenel Associates.
Q Okay.
A I think it's outlined in – outlined in the Complaint.
Q Okay. So it's your understanding that the only claim for defamation that you have is against the Homeowners Association and Ravenel, for defamation, for being censured?
A Censured in the one case against the Homeowners Association, and then there's a defamation by Bob Cherry and the – Ravenel Associates.

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Q Okay. And is that because of the April 10th letter that's referenced in your Complaint?
A I think it – yes.
Q Okay. And I'm not trying to trick you. I just don't want to spend a whole bunch of time asking questions about something that's not important.
A Okay.
Q So I want to get your understanding, because according to the pleadings, the defamation against Ravenel is because of that – April 10th, 2012, I believe is the date – letter. Is that correct?
A Yes.
Q Okay. And again, you know, I'm here, and I'm going to ask you questions mostly about my clients, so I need to make sure that I'm talking apples and apples to oranges and oranges, so. I don't want to waste time on anything that's not relevant.
So as far as Ravenel, the only basis for defamation that you've allege your claim for defamation against Ravenel, is the April 10th, 2012 letter that's referenced in the Complaint?
A Yes.
Q Okay. There is no other basis that you're aware of that you are suing Ravenel for defamation; correct?

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A At this point.
Q Is that correct?
A Yes.
Q Okay. Now your wife, as far as you know, has no claim for defamation against anyone, is that correct, in this litigation?
A I can't answer for her.
Q Okay. But as far as you know?
A As far as I know, I would -- yes.
Q Is that correct?
A Yes.
Q Yes. Okay. I just want to make sure, because my understanding is the only basis for defamation against Ravenel Associates is the April 12th letter that's referenced in the Complaint, and there's no other basis for defamation. And that only involves you, Matt Dawson; correct?
A In the letter; yes.
Q Right. So your wife does not have a claim for defamation against Ravenel; correct?
A If it's not in the Complaint; no.
Q Okay. So is that correct?
A Yes.
Q Sometimes two negatives equal a positive. Now let's talk about the breach of

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confidentiality issue.
My understanding is that the e-mail that was sent to the president of the Homeowners Association was from your wife, not you.
A The e-mail was sent to Bob Cherry, agent for Ravenel Associates --
Q Right. Right.
A From -- by -- from my wife.
Q From your wife. Right. Right. And it had her e-mail address on it?
A Yes.
Q Okay. It wasn't sent from you; is that correct?
A That's correct.
Q And it didn't have your e-mail address on it?
A That's correct.
Q Okay. So as far as the breach of confidentiality/negligence cause of action that you've alleged and your wife have alleged, it arises from that e-mail being sent to the Homeowners Association president; is that correct?
A Being sent to Dave Lauren, who was the president of the Homeowners Association at the time.
Q Right. But it's your wife's e-mail, so your wife has the breach of confidentiality/negligence claim,

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not you; is that correct?
MR. CONDON: Object to the form.
MR. FERDERIGOS: That's fine.
MR. CONDON: I think it asks for a legal conclusion.
MR. FERDERIGOS: That's fine.
BY MR. FERDERIGOS:
Q Go ahead.
A The -- it's -- the breach of confidentially [sic] -- confidentiality, arises from her e-mail.
Q Right.
A Yes.
Q Okay. And I'm not trying to trick you --
A Yeah.
Q -- even though maybe your attorney thinks I am. I just need to make sure who is suing my client for what. And my understanding is, you're suing Ravenel Associates for defamation and your wife is suing Ravenel Associates for negligence/breach of confidentiality arising from that e-mail; is that correct?
A Yes.
Q Okay. So as far as you know, you don't have a claim, or you're not alleging a breach of confidentiality or negligence against Ravenel Associates, arising from that e-mail, because it was your wife's

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e-mail; is that correct?
A Yes.
Q Okay. Are you suing Ravenel Associates for breach of confidentiality or negligence or anything other than that defamation cause of action that we've already talked about?
A Am I suing -- could you repeat the question, please?
Q Sure. Sure. Are you suing -- as far as your claims against Ravenel Associates, are you suing Ravenel Associates for anything other than the defamation claim that we've already talked about?
A I would say that although it was not my e-mail, that I'm part of that breach of confidentiality.
Q Okay.
A Or negligence.
Q How so?
A I'm affected by the behavior --
Q Okay.
A -- that's been created from that breach of confidentiality by Ravenel Associates.
Q Okay. So your position is that you are also suing Ravenel for breach of confidentiality and negligence because you're affected by the e-mail that your wife sent; is that your position?

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A I'm affected by the breach of confidentiality that -- that arised [sic] from the e-mail.
Q Okay. All right. So you've got a claim for negligence and breach of confidentiality and defamation, whereas your wife only has a claim for breach of confidentiality and negligence, slash negligence. Does that comport with your understanding, as far as claims against Ravenel?
A I can't answer for her, so. But I'm -- I don't know.
Q Okay. All right.
Why don't we start off with going back to the very beginning. When did you first buy property, the property where you currently reside at in the Association?
A 1996.
Q Okay. And when did the -- when did Malara buy his property?
A I believe 2008.
Q Okay. So then did you have any problems owning the property or being in the Association, before 2008?
A No.
Q Okay. And then 2008, Malara bought the house next to you?

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A Yes.
Q Is that correct? Okay. Tell me about the relationship between -- and I'll just say "the Dawsons," which is -- the Dawsons, which is y'all; right?
A Yes.
Q Husband and wife? And I'll just say "the Malaras," even though my understanding is they're not married; that's his --
A Yeah. That's correct.
Q Girlfriend. So from 2008, forward, was Malara dating his girlfriend, the present girlfriend that he has?
A In what year?
Q 2008, when he first bought the property?
A Yes.
Q Okay. So Mr. Malara and his girlfriend -- and do you know her name?
A Virginia Adrihan.
Q Adrihan? Okay. So Malara and Adrihan effectively move in: Buy the property next to you and, effectively, move in; is that correct?
A Yes.
Q Okay. Now from 2008 until, let's say 2010, tell me about y'all's relationship.
A A good social relationship. We would have

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social events at either one of our homes which would include Thanksgiving dinner, Christmas. We would see each other, socialize at least two or three times a week with them and others, and it was a good -- good relationship.
Q Okay. 2010 -- 2008, 2010, did you ever have, or did your wife ever have, any problems with Malara or Adrihan?
A No.
Q Okay. From 2008 to 2010, did Adrihan and Malara ever have any problems with you or your wife, that you know of?
A Not that I'm aware of.
Q Okay. So it sounds like y'all had a really good relationship, at that point?
A Yes.
Q As far as -- you know, I hate to use the term "couples," but I don't know how to refer to --
A Right.
Q Yeah. You were good neighbors --
A Good neighbors.
Q -- with each other; is that correct? Were there any controversies about any neighborly issues between 2008 and 2010?
A No.

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Q Okay. And please don't take offense at this because I certainly don't want to imply anything, but I have to ask. Was there anything more going on between the couples, you know, the Dawsons and Malara and Adrihan, at any point in time, more than friendship?
A No. Just friendship.
Q Okay. No sexual activity or anything like that?
A No.
Q Okay. We live in 2010; I have -- you know, it's '14. I have to ask that question.
So that's off the table. Strictly friends?
A Strictly friends.
Q Okay. And y'all would hang out, even go to Thanksgiving dinner with each other?
A Yes. We'd be at each other's house multiple times during the week.
Q Okay. Okay. And you'd go over there and watch football games?
A Yes.
Q And would he come over to your place and watch football games?
A Yes.
Q Okay. How did -- 2008 to 2010; how did your wife and Adrihan get along?

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A They were social friends; yes.
Q Okay. Would y'all go out to dinner together?
A We have; yes.
Q To fancy restaurants or something?
A A restaurant.
Q Or the Outback? Okay. Where would y'all go?
A I think a Mexican restaurant. We would go – I think Jim and Nick's, you know.
Q Okay. And at that point in time, how would you describe – not now, but how would you describe Malara at that point in time, 2008 to 2010, when y'all were friend? How would you describe them?
A I'm not sure I understand your question.
Q Sure.
A Do you mean –
Q As far as a friend?
A We interacted very well. We were social friends. I'm not sure what you –
Q Was he – did you believe he was a nice guy?
A Nice guy.
Q Okay. Even-tempered?
A Ordinary.
Q Ordinary. Did you like hanging out with him?
A Well, we did quite often, so, yes.
Q Okay. How's about Adrihan; how would you

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describe her, 2008 to 2010?
A The same. Nice.
Q And you enjoyed spending time with her and Malara?
A We all spent time, as I mentioned.
Q Okay. When was the first time that there was any tension or stress about any issue between the Dawsons and the Malaras?
A That would be November 2011, when Bob Cherry with Ravenel Associates breached the confidentiality agreement and told Dave Malara that a complaint had been made for – on his property.
Q Okay.
A Related to his property.
Q So is it your testimony today under oath that the first time there was any tension or stress between you and your wife with Malara or Adrihan, was because of the November 2001 what you term breach of the confidentiality agreement?
A Yes.
Q Okay. It's your sworn testimony that prior to November 2011, that there was absolutely no tension or stress or problems between you and your wife and Malara and Adrihan?
A That's correct.

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Q Okay. So tell me, in your own words, kind of what happened from there. And we're going to go through all the documents. I'm just – I'm more interested in big picture.
So your wife sends a complaint to Ravenel?
A Right.
Q Okay. And Ravenel lets the president of the Homeowners Association, which was Malara at the time, know that there was a complaint made; correct?
A Yes.
Q Okay. Then what happened?
A There were certainly interactions with – with Dave Malara and Kateri and myself, with e-mails trying to understand what had happened and some attempts to – to resolve.
Q What do you mean, "attempts to resolve?" What –
A Well, there were some discussion on plans to meet and discuss, but that – they were – they were reluctant at times to meet.
Q So you – after –
A We couldn't arrange times. We would arrange times to meet, and it would not be satisfactory to them. But we tried to – both sides tried to talk about it. They were, like I said, reluctant to – to agree to meet,

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whether with us or with Ravenel.
Q Okay. So –
A And – and –
Q Did Ravenel try to get them to meet with you?
A No.
Q Okay. Would they meet with Ravenel?
A They – they had arranged – we all had arranged a meeting to meet at the Ravenel Associates office. That was poor timing for us; we'd have to – because we both worked in the Summerville and Ladson area, their office is in Mount Pleasant, to be there at a certain time. So that was not – there was – immediately, by Malara, that they – if we couldn't meet at that time, then they didn't want to meet at all. So then it was basically canceled.
Q So Ravenel did try to have – did try to set up a meeting at their office with you and Malara; is that correct?
A There was an attempt; yes.
Q Okay. And that attempt didn't go forward because the timing didn't work for you and your wife?
A We asked to reschedule. We – we've been – we – we tried at all times to meet at – at times that we could.
Q Okay. So – but as far as the date that was

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picked initially, randomly, that didn't work with your schedule and they --
A The date was fine; the time was not.
Q The time was not. Okay. So Ravenel tried to facilitate y'all two meeting at their office. And the time wasn't good for y'all, even though the date was. And then y'all -- by "y'all," I mean, you know, you and your wife -- tried -- wanted to reschedule. But then, at that point, the Malaras said if you don't meet at this date and time, we're not going to meet with you?
A Yes.
Q Okay. And after that point, the Malaras didn't want to meet with y'all at all?
A No. As the letter states, they -- they didn't want to talk about it.
Q Okay. So y'all never had -- after November of 2011, y'all never had a chance to sit down with each other and Ravenel Associates there, to talk about anything; is that correct?
A There was no other attempt by Ravenel. They didn't come to Village Green. That was -- the only time to meet was to go all the way to Mount Pleasant. The community property managers did not try to come to Village Green and put the two parties together and discuss.

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Dave and Virginia came over one Saturday, briefly, and they were still irate about the breach -- or the information they received from Bob Cherry of Ravenel. And that's been -- that was, really, the last communication.
Q Okay. Is it your sworn testimony that the only source of tension between you and your wife and Malara and Adrihan is the alleged breach of confidentiality?
A That started the tension; yes. That was --
Q Okay. And what did your wife complain of, generally, in that complaint that she made against the Malaras?
A The trash build-up on the side of the house, a trailer in the back yard with two-by-fours. A shed in the back yard. Other chairs and -- and -- that were piled up in the back yard.
Q Okay. So, generally -- and I've read that e-mail. Generally, it's about the trash, the chairs, the trailer and the shed?
A Yes.
Q Okay. That's what the original complaint was about?
A Yes.
Q Okay. Prior to that November 2011 complaint,

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were there any other issues concerning other items, that caused tension between -- or stress or tension or disagreements between the Dawsons and the Malaras?
A There was no other tension prior to November '11.
Q Okay. So had you gotten in any arguments at all? Had you or your wife gotten in any arguments at all with the Malaras or Adrihan at any point prior to November 2011, about any issue?
A No.
Q Okay. And after November of 2011, Ravenel attempted to get both of y'all, the Dawsons and the Malaras, to meet. But that didn't work out, for the reasons that you said?
A Yes.
Q Okay.
A Now whether -- yes.
Q Okay.
A Now whether -- yes. That was ...
Q And as far as you know, the Malaras didn't want to meet with you any more after that failed attempt to meet; is that correct?
A Yes.
Q Okay. So then what happened -- after that failed attempt to meet -- or, actually, before that

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failed attempt to meet, did you and the Malaras -- did you or your wife and the Malaras or anything have any run-ins on either of your's property?
A Dave and I spoke together in December, and there was to be an agreement. We shook hands. We -- we both wanted the issue to be behind us.
Q December of 2011?
A December 2011.
Q Okay.
A And shook hands and -- and agreed at -- at that point that -- that we would try to move forward.
Q Okay. So even though the incident that you term breach of confidentiality occurred in November of 2011, by December of 2011 there was an attempt for y'all to meet that Ravenel tried to this facilitate, that failed. But then y'all met on your own and y'all actually had -- shook hands, had an agreement that let's just move on and be good neighbors; is that correct?
A Yes.
Q Okay. So at that point, now looking in hindsight, was the issue resolved as far as the problem of the complaint being revealed?
A I thought it was.
Q Okay. And is the problem, from December 2011 forward, as far as all the other stuff that's happened

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between the Dawsons and the Malaras, has it been because, in your mind, the Malaras failed to live up to their obligations of just being good neighbors with y'all?

A No. It's – it's stemming from the breach of confidentiality by Ravenel Associates. There was not a – I don't believe that agreement was – was both sides. I agreed to be a good neighbor.

Q Okay. And in December of 2011, y'all shook hands. And didn't he agree? Didn't he say that he agreed –

A He said.

Q – to be a good neighbor?

A He said he would.

Q Okay. So in December 2011, y'all shook hands. Everybody agreed that let's let bygones be bygones, whatever has happened, happened; let's be good neighbors moving forward. Is that correct?

A That was my understanding.

Q Okay. And according to your belief and your testimony, it was Malara that failed to live up to that agreement, not you, as far as being a good neighbor, after December of 2011; is that correct?

A Yes.

Q Okay. But if Malara would have ended up being a good neighbor, you know, after December of 2011,

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and none of the things that happened from December 2011 to the present had happened, but he – let's assume that he was a good neighbor and didn't do these things that upset you and your wife, would any of this be a big deal? And by "this," I mean this lawsuit?

A I don't know.

Q Okay. In your mind, if the Malaras had acted as good neighbors after December of 2011 and just left y'all alone and y'all left them alone and everybody was neighborly, then would there even be a lawsuit against Ravenel?

A I don't know.

Q Okay. At that point, why would you file a lawsuit against Ravenel?

A Why?

Q Right.

A Repeat the question.

Q At that point, assuming the Malaras lived up to their gentlemen's agreement with you to let bygones and bygones and be good neighbors moving forward, December 2011, why would you even contemplate suing Ravenel, at that point?

A There have been continuous problems with the neighbors since 2011, in November of 2011.

Q Right.

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A Even after the – the agreement. So I agreed – and given the -- their behavior, it's obviously that that agreement was not upheld.

Q Right. No; but my point is, if the Malaras lived up to their agreement in December of 2011 and if they had started being neighborly, at that point, and let's say none of this stuff had happened from December 2011 to today that you've alleged in your Complaint, you know, with the Malaras harassing you and this, that and the other, would you have even sued Ravenel?

A I don't know.

Q Okay. And then we're still talking generally. When did Malara, as the president, resign; do you remember?

A He resigned in November 2011, and then asked for reinstatement, I believe, in two – December, or that same month. Shortly thereafter.

Q Restatement, in December?

A It was either end of November or beginning of December.

Q Okay. So after the complaint, after he discovered the complaint, at that point he sent a letter to everybody and said I'm resigning; is that correct?

A He sent a letter stating that he was resigning and that he would -- he would take care of the

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violations.

Q Right. And we'll talk about that in more detail.

But then he asked to be reinstated –

A As the president.

Q – as the president?

A Yes.

Q Okay. And this was sometime in early December. Was it around the time that you had this gentlemen's agreement with him to let bygones be bygones and move forward?

A Before or after that – that time frame; yes.

Q It was around that time?

A [Non-verbal response.]

Q Is that a yes?

A Yes.

Q And – sorry; I should have said that at the beginning. Even though you say "uh-huh" or "huh-uh" – I know what you're saying because we're here, but a year from now we're going to have no idea. So if you could verbally say "yes" or "no," that will help the court reporter tremendously.

A Okay.

Q Okay. So he asked to be reinstated. And you were on the board at that time?

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A Yes.
Q Okay. As a matter of fact, you were on the board from 2011; correct?
A Yes.
Q Okay. Do you remember what month you got on the board?
A I think that January.
Q January of 2011?
A Yes.
Q Okay. So Malara was –
MR. MIMS: 2012; right?
MR. FERDERIGOS: Was it January –
A I was on the board in 2011 and 2012.
BY MR. FERDERIGOS:
Q And 2012. Right. Right. That's what I thought. So January 2011. So January, February, March, all the way to November of 2011, Malara was on the board and you were on the board; is that correct?
A Yes.
Q And, generally, during 2011, you were the –
A I was a board member and the Treasurer.
Q Treasurer. And Malara was the –
A President.
Q President, during that whole time?
A Yes.

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Q Okay. From 2011 when you got on the board, was Malara already the president or did y'all move into your offices at the same time; do you recall?
A I don't recall if he was president in 2010, but I know in 2011.
Q Okay. So in 2011 from January, until November of 2011, did you work with him on the board, "him" being Malara?
A Yes.
Q As the president? Did y'all get along?
A Prior to November '11; yes.
Q Yes. All right. Did y'all ever have any fights or confrontations about any homeowners issues, prior to November of 2011?
A No.
Q Okay. Did you find him to be a good president, prior to November of 2011?
A Adequate.
Q Okay.
A It's a small homeowners association. There's – but, yeah. He was.
Q Okay. From November – from January 2011 to November of 2011, did you have – or is it your belief that Malara did anything improper or wrong as president?
A Certainly, hindsight. Being the president

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and having those violations, it would be a conflict.
Q Okay.
A While you're pursuing violations on other residents.
Q Okay. So is it your testimony and belief that it would be a conflict of interest and a conflict for Malara to be president or in a position of power, a board member, and to have those violations going on on his owner property?
MR. MIMS: Object to the form.
BY MR. FERDERIGOS:
Q You can respond.
A Yes.
Q Okay. And why shouldn't board members or presidents or anybody, why shouldn't they be involved in situations with conflicts of interest? Or should they?
A They shouldn't be involved.
Q Why?
A Because there's a conflict of interest. There's – you can't have the violations and then pursue other violations. There's ...
Q Yeah.
A And he had that power to do that.
Q Is it kind of common sense that a board member shouldn't make decisions about issues that

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directly involve him because that's a conflict of interest?
A Repeat the question.
Q Sure. Would you agree that a board member shouldn't make decisions on issues that involve conflict of interest or issues that directly impact him – or her?
A Well, they shouldn't have been in that situation. But, no; they shouldn't have the power to handle their own issues.
Q Right.
A Violations.
Q Would you agree that it's just unfair for a board member to issue decisions on issues that he or she has the power to make the decision about what ultimately happens?
MR. CONDON: Object to the form. I thought it was confusing.
THE DEPONENT: Yes.
MR. FERDERIGOS: Okay.
BY MR. FERDERIGOS:
Q Well, should a board member be involved in any issues that represent a conflict of interest for that board member?
A I don't know.
Q You don't have an opinion on that?

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A There shouldn't be a conflict of interest.
Q Okay. Surely you would agree that a board member should not have a conflict of interest when issuing decisions; is that correct?
A Yes.
Q Okay. And why is it unfair for a board member to have a conflict of interest?
A It's unfair because they're -- they're using -- they're using their position -- I just don't know how to state it other than it's -- you shouldn't have a conflict of interest and be able to -- to make decisions regarding -- that's going to maybe favor you.
Q Okay. That's completely unfair; would you agree?
A Yes.
Q And it's so fundamental, it's hard to explain in words; is that right? It's just so unfair; would you agree with that?
A Conflicts of interest are unfair.
Q And it's very unfair to the person who is suffering the effects of that board member with a conflict of interest; would you agree?
A I don't understand your question. You're saying this conflict of interest is -- it's affecting me?
Q Well, if you have a board member who has a

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conflict of interest that is making a decision that affects you as a homeowner, then would you agree that it's -- it must feel very unfair to that homeowner to put the subject to a board member that's making decisions with a conflict of interest; would you agree with that?
A That -- that it would be unfair to that homeowner.
Q Is that a yes?
A Yes.
Q Okay. And is it unfair to have a board member or somebody who has a personal stake in a situation, to be both the prosecutor and the decider about how that issue is resolved?
A Repeat the question.
Q Sure. Do you think it's unfair to a homeowner to have a board member, right, who accuses the homeowner of violating things but then also is deciding whether the homeowner has violated the things for issues that that board member has a personal stake in?
A The board member doesn't decide on what -- the guidelines that -- that are to be followed. And -- and the board member follows -- or is supposed to follow those guidelines.
Q Okay.
A Right.

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Q Well, doesn't a board member -- for example, an ARB board chair -- doesn't he decide if there was a violation of the standards?
A If they see a violation, then they should try to resolve the violation.
Q Okay. Well, who decides if there's a violation?
A It could be any -- any board member, to decide -- not to take upon themselves to decide whether it is. But if it doesn't meet the guidelines, then it is a violation, so.
Q Yeah. But doesn't a board member actually have to assert that there's a violation and determine there's a violation before they can tell the homeowner to do it, take any action to alleviate the violation?
A They realize there is a violation by understanding the guidelines, and makes attempt to remedy the violation.
Q Okay. In this homeowners association, who decides -- is it the ARB chair's job to accuse a homeowner of having violations on their property?
A The ARB -- according to the guidelines, the ARB chair has that restriction, to contact a resident to inform them of a violation.
Q Okay. You're going specific. I want to be

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broad right now.
As far as the ARB chair, can the ARB chair accuse a homeowner of violating guidelines and restrictions?
A Yes.
Q Okay. And when the ARB chair accuses a homeowner of having violated those restrictions or guidelines, okay, who decides, in this homeowners association, if that person, the homeowner, actually is in violation or not? Who decides that? Would it be the ARB chair?
A In this case, the -- as far as relating to the ARB, the ARB chair.
Q Okay. So in this case, the ARB chair, which was you, would make the accusation that there was a violation and would also make the decision that there's a violation; is that correct?
A It would -- depends on the situation.
Q Okay.
A There's -- if the ARB has a chair, has a job to do for the community, sees that there is a deviation from the ARB guidelines and presents that, can present that directly, can -- can work with the committee, that they have that right to contact a resident. The -- the guidelines aren't extremely detailed, but they are

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understandable. And so you can identify a violation and notify that a violation exists.
Q Okay. And who would decide that a violation exists?
A The ARB chair.
Q The ARB chair. Okay. And is it okay for the ARB chair to accuse, decide, and make a decision that there's a violation, for issues that personally affect that ARB chair?
A The chair is acting as a chair. There is a distinction between personal and doing business. The ARB chair is in a business capacity for the Homeowners Association.
Q Okay. So in your mind, is it still your -- or is this your belief, that you, sitting as the ARB chair, can accuse your neighbor and also adjudicate that decision and find your neighbor in violation, without being in a conflict of interest, because it personally affects you?
A It can -- yes.
Q Okay.
A There's --
Q Would you agree that the Malaras' trash and all these other issues that we've been talking about, personally affect you as their neighbor?

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A These are two different situations. But that -- yes. My wife found, also, that to be offensive and was in -- that needed -- trash was an -- an AR -- was a covenants violation.
Q All right.
A And the shed is an ARB, and the trailer falls under the -- the covenants.
Q Yeah.
A So.
Q So let's look at all the issues. Let's look at the trash, the trailer, the surveillance, the fence. Let's look lump it all together.
A That's -- what the ARB had -- chair had found as to be a violation is different. It's a separate issue from the other violations that Terry Dawson sent an e-mail about.
Q Right. Now as far as the ARB violations, would be what? Would be the fence? Or were there accusations of ARB violations that you were accusing the Malaras of?
A I'm not -- their fence was approved by the ARB chair, at that time. So there has never been an issue with the fence.
Q Did you ever have a problem with the fence that the Malaras had?

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A Never.
Q Okay. So it's your sworn testimony here today under oath that you never had any problem with the Malaras having a fence on their property; is that correct?
A That's correct.
Q Okay. Go on.
A The problems were -- that was outlined in the e-mail my wife sent was the shed being in -- not in compliance --
Q Well, I'm talking about you, as the ARB chair.
A Yes.
Q What were the problems that you had with the Malaras, not what your wife said in her e-mail?
A I did not have a problem. I identified that David Malara was modifying -- making modifications to the outside of his home.
Q With?
A With these -- at the time, I didn't know whether it was cameras or lights, and asked him if he would please submit an ARM form.
Q Okay. Now these are --
A I wouldn't --
Q Right. Go ahead.

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A I was going to say, it's not a violation unless the ARB form has not been turned in. I just asked him to turn in the form.
Q Okay. Now these cameras and lights that he had installed; did they upset you, personally, as a neighbor, and your wife?
A After they were put up, given the direction of those cameras; yes.
Q Okay. So they affected you and your wife, personally, as a neighbor?
A The did.
Q Okay. And it bothered you to have a camera on your property like that?
A Pointing toward our property; yes.
Q Okay. And you got --
A This was after the ARB chair identified at that time that he was putting up cameras or lights without having filed an ARB form.
Q By -- you mean you, by "the ARB chair?"
A Yes.
Q Originally? Okay. Setting aside you as the ARB chair, you, as a neighbor, didn't like the fact that he had cameras pointing in your direction, and the lights? And we've got pictures here to show that --
A Yes.

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Q But you didn't like that?
A That was the only issue, was those cameras facing towards the inside of our garage, on our property; yes.
Q And you and your wife didn't like that, as neighbors, for the Malaras to do that; is that correct?
A We did not like that; yes.
Q Okay. And then you, as the ARB chair, took it upon yourself to then question whether or not they had submitted the proper forms for that; is that correct?
A I'm – what I'm – what I'm talking about, the cameras facing our property happened after he installed – when I asked him about the cameras he was installing, so.
Q Okay.
A In December, he was installing the cameras or – or lights. I asked him at that time to please submit an ARB form. There's no – there's no dollars that are required or fees. Just please submit.
Now, according to our agreement that we had shook hands and we thought we'd move on, he – he was putting up – let me back up.
December, he was putting up lights or cameras. As we were – we agreed that let's just move on, and he took down whatever light – cameras he was

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putting up.
Q Okay. So –
A He – at that time, he took them down. It was in – in March, he was putting up new cameras and lights. That's when I asked him just please submit an ARB form.
Q Okay. So now let me get this straight. So in December of 2011, he started putting – doing what? Putting up the camera and – and putting the lights?
A Yes.
Q Okay. Was this before you had your gentlemen's agreement and handshake where y'all thought everybody would be fine?
A He started putting them up – actually, I think about – the day before that day; yeah.
Q Okay. So from November 2011 until he started putting up those cameras in December of 2011, from November until December of 2011 when he first – when he was putting up those cameras for the first time, did you and him or your wife and Malara's girlfriend have any discussions or run-ins or confrontations?
A No. No. We – and we had a -- there was a football game at our friends' house that – shortly after November 11th, they – well, next weekend or the weekend after, that they were there, both Virginia and Dave. And

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no discussions other than just, hello; how you doing? Just – and that was the extent. The – the next time that we interacted with the – I guess we had the meetings that we had when they came over that Saturday to talk.
In December, Dave and I was talking. I think he was setting up the cameras at that time. We had wanted to put things behind. And that evening, there was a Christmas party that Dave had attended. We interacted more than just agreed; we talked, but not about the – the incident. Then that was the –
Q Is that the –
A – last contact.
Q Was that when y'all came to an agreement?
A That was – no. Well, we came – we – we discussed or came to an agreement – I don't know the date. Mid-December. December 9th of something like that. There was – our friend was having a Christmas party that evening, and Dave – only Dave Malara showed up for that Christmas party. You know, we -- obviously, we interacted and – and – and no discussion of what we had talked about. And that was the – the – the last contact.
Q Okay. I just need to keep this clear in my mind. You said it was a Saturday y'all tried to get

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together or –
A Well, I – I mentioned that Virginia and David had came over one Saturday, late morning, early afternoon, and discussed trying to – you know, that – just to be neighborly and put things behind, but.
Q Okay. And this was before y'all struck the agreement? Was this in November or December, that Saturday?
A I believe it was the end of November.
Q Okay.
A End of November. The contacts ended with them after the Christmas party, December 9th or at that time frame.
Q Okay. And I guess let – I just need to be very clear on how many times y'all had discussions after the November 2011 – I'll say incident, when the – when the Malaras discovered that your wife had made a complaint. Okay? So that happened on – do you remember the date? Was it November 11th or 12th?
A I believe it was the 11th.
Q Okay. So after November 11th, when was the first time that you or your wife met, talked or did anything with the Malaras, with Virginia or David?
A We physically met – no. We've had e-mail exchanges which you – you have in discovery. But we had

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met -- it was a Saturday, and Virginia was --
Q End of November, you think?
A Yes. I believe it was. Virginia was still very irate and Dave was trying to calm her down, and it was not really much of a discussion.
Q And where was this meeting?
A It was in a foyer of our home.
Q Inside your home?
A Inside our home.
Q Okay. So that Saturday was the first time that y'all had actually met in person regarding after the November 11th incident?
A Regarding this; yes.
Q Okay. And you met in your home?
A Yes.
Q How did they end up in your home?
A I think we invited them.
Q Okay. So y'all saw them across the street and said, hey, why don't y'all come in, or tell me about that.
A There was some -- yeah. I think there was -- I'm not sure if we had a text message with them to -- to let's -- you know. We're home now; let's -- you know. There's an opportunity; we can talk, so.
Q Okay. And y'all were going to talk about the

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complaint?
A Well, talk about the incident; yes.
Q Okay. Now, from November 11th until that Saturday sometime the end of November, did y'all have e-mail exchanges?
A There were e-mail exchanges; yes.
Q Okay. And we'll go through those in a little bit. But, generally, do you recall what those e-mail exchanges were about?
A They ranged, trying to meet. Primarily, they were exchanges -- allegations that they had -- let's see. Primarily, just involving the -- the incident, trying to, initially, get together and talk.
Q Okay. And those e-mails have been provided all this?
A Yes.
Q Okay. And then y'all met on Saturday, towards the end November. Y'all invited them in your house. Virginia was still irate; you said?
A Yes.
Q What was she irate about?
A She was irate because of the -- she found out that her neighbors had made a complaint and -- and she was not happy. She expressed that.
Q So is it your sworn testimony that in

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November, Virginia was upset about the complaint that y'all had made, only?
A She found out by Ravenel Associates; yes.
Q Okay. Were there any -- is it your testimony that there were no other issues that Virginia was upset about?
A No other issues.
Q No other issues. Okay. And that's your sworn testimony?
A Yes.
Q Okay. And then so --
MR. CONDON: And, Phillip, just as a matter -- I mean, obviously, everything's sworn testimony.
MR. FERDERIGOS: Okay.
MR. CONDON: Yeah.
MR. FERDERIGOS: All right.
BY MR. FERDERIGOS:
Q And end of November, then what happened? When's the next time y'all met?
A I had the day off, I think that December 9th, I believe that date. I was in my garage. We saw -- I saw Dave. He saw me. So we -- we met briefly just to -- you know. He was outside, putting up his cameras. And we just -- I asked him, I know that we talked about why

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you -- you know, why are you putting up cameras, or there's no need for cameras or that sort of thing, and let's just try to move on. He agreed. We shook hands. We met that evening at a Christmas party and -- and interacted. But I don't know what happened after that, that he -- him and Virginia made no other -- other contact.
Q Okay. Now, that Saturday, end of November, when they were in your room, from that Saturday until December 9th, 2011, were there any e-mail exchanges or any contacts?
A I would say yes. I -- I'm trying to recall.
Q Okay. And what was the nature of the contacts from end of November, that Saturday meeting in your house, and December 9th, 2011 meeting?
A I -- I don't recall. I'd need to -- to review those.
Q Okay. Do you generally call them being stressful and were y'all argumentative, or were y'all patching things over during -- from Saturday end of November until December 9th, 2011?
A I think all of them were stressful. The whole situation was stressful.
Q Okay. But were y'all trying to patch things up, at that point, or were y'all --

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A We were always trying to patch things up.
Q Okay. So from Saturday end of November until December 9th of 2011, there may be more e-mails?
A You have all the e-mails.
Q Okay. But as far as physically meeting with them, it was December 9th, 2011. Malara was outside putting up cameras. Was he putting up lights, too?
A Well, I – I assume – I say cameras, lights, because I didn't know, at the time. But after the fact, yes; they were cameras.
Q Okay. So he was putting up the cameras that he ended up putting up?
A He put them up and –
Q He put up the cameras?
A And then – I don't think he had them all up, and then he took them down.
Q Okay. And –
A And they stayed down until March, March 16th.
Q Okay. Why did he take those cameras down in December?
A I think just the – you'll have to ask David. We agreed to try to move forward, so maybe he thought he didn't need to watch our property, at that time.
Q Okay. Did you ask him not to put up the cameras?

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A I said he didn't – I may have said, you know, why do have the cameras up? And he – I don't recall any response other than he said he would be taking – take them down.
Q Okay. Did you – at that point, on December 9th of 2011 when you saw him putting up the cameras, did you want him to not put up those cameras?
A I didn't say anything with regards to the cameras. I – like I said, I – I saw that he was putting them up. I didn't know his true purpose of why he was putting up cameras. It was on his own, that he took those down. We could have decided that – not – we decided that – he decided that maybe he didn't need to watch our property, at that time.
Q Okay.
A I – I don't know. I can't answer for him.
Q Okay. Were you upset back on December 9 of 2011, that he was putting up cameras on his property?
A Not upset. Just curious why.
Q Okay. Did you have a problem with him putting up cameras on his property, back in December of 2011?
A I don't have a problem with the cameras. I have a problem with the cameras facing our property.
Q Okay.

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A They were distinctly facing our property.
Q Okay. But did you – back then, on December 9th, 2011, is it your testimony that you didn't have a problem with him putting up cameras on his property?
A I never had a problem with him putting up cameras.
Q Okay. Do you presently have a problem with him putting cameras pointing toward your property?
A Any – I don't have a problem with cameras. I have a problem with cameras facing my property and watching – stalking us and watching our property; that's all.
Q Okay. In December of 2011, if he would have put the cameras facing your property, would you have had a problem with it, then?
A I think any reasonable person would; yes.
Q Okay. So then after December 9th, 2011, he – Malara decided not to put up the cameras, after speaking with you?
A He – he didn't put them up; yes.
Q Okay. And that's the point where you thought everything was going to be fine with you and him as far as an agreement was reached to move on?
A I – I assumed that there would be. He would fulfill the agreement and – and we would move on.

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Q Okay. From December 9th, 2011, was the next time that you – when was the next time that you met or saw – you or your wife me or saw the Malaras, in person?
A Saw them?
Q Well, had a –
A A discussion?
Q – discussion with them; yes.
A The only discussion would be March 16, when I asked David Malara to submit a form for the cameras he was putting up.
Q Okay. And did you send a text?
A A text message.
Q Okay. And you sent it directly to –
A David Malara.
Q David Malara. And you didn't use your name. You just said ARB chair; correct?
A That's correct.
Q Okay.
A He was at the meeting prior, so he knows who the ARB chair was.
Q Okay. So from December 9th, 2011 until March 16th, until you sent that text, would you see them in their yard and they would see you? What was going on?
A Yes. We would see each other. We – we felt that there was still tension from – that they had

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regarding the -- the breach of confidentiality, just -- there was not really any interaction. We would, you know, try to engage with them, "Hello," and there was no response.

Q Okay. Would they make faces at y'all or what would happen?

A No. Just – just not engage.

Q Okay. Were there any e-mails between December 9th, 2011 and March 16th, 2012?

A I don't know, e-mails. Maybe a text message inviting them over.

Q Okay. Inviting them over to come hand out with y'all?

A Watch – yeah. We had other friends that they used to – to have over, as well, and be close with. They also – my understanding, also sent text messages to try to get them, as well, to come over for, you know, a football party.

Q Okay. And they didn't want to – they never responded?

A No. I received no response.

Q Okay. And then March 16th, we had the -- the text exchanged. Then what happened?

A David Malara was – I was outside talking to our neighbor across the street, and he came out of his

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home, and just rude, obnoxious, belligerent, and, obviously, was very upset.

Q Okay. Well, let me ask you this. Before the March 16th text that you sent, when did Dave Malara put the cameras up? How long were they there before you sent that text?

A He was putting them up that day.

Q Okay. So that day, Dave Malara was putting cameras on his property?

A Right.

Q Okay. On March 16th, 2012. And that's when you sent him the text saying –

A As the ARB chair, I didn't receive an ARB form -- which we get those in advance – and the approval for them. And he didn't have one, so I -- I kindly asked him to please submit one. I didn't say take the cameras down. I didn't – I asked him just to please submit the form.

Q Okay. On March 16th, 2012, had he turned the cameras facing your property yet?

A I don't believe they were all completely up, at that time.

Q Okay. But before your text, had he turned any cameras facing your property?

A I think he was still installing.

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Q Okay.

A So they weren't all complete.

Q How many were up when you sent the text?

A I believe just the one corner of the house, I guess the one facing down the property line.

Q Okay. Had he turned that camera facing your property yet, before you sent the text?

A No. The – that didn't come to mind as to whether it was being shown or pointed towards our property. All I asked was to submit a form to – to --

Q Right.

A You know, just for the – because he was modifying the outside of his home.

Q Right. Well –

A And that's it.

Q Well, my question to you is, do you know when he turned the cameras to face your property, for the first time?

A The first time, I don't recall the dates. It was certainly after the cameras were up, that they were distinctly facing our – our property, at that time. And we had made – you know; we have police reports that they were. We were concerned. We could stand inside our garage and still see the inside of that camera, so we knew that they were -- they were not pointing – pointing

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primarily toward his property, but primarily towards our property.

Q Okay. Y'all filed police reports on them?

A Well, we had the police officers come out and – and just investigate it. We didn't know whether there was a privacy issue that we're looking at or what the case was.

Q And what did the police tell you?

A They just said that they – they couldn't do anything at the time, but – and that's the extent of it.

Q Okay. Did you actually fill out a complaint or a report or something? I haven't seen anything yet.

A You should have the police reports. But that was later.

Q Okay. Well, let me just get off the record.

(At this point there is off-the-record discussion.)

BY MR. FERDERIGOS:

Q Okay.

MR. CONDON: Phillip, is there – can we take a break?

MR. FERDERIGOS: Yeah. Let's go ahead and take a break. Let's take a ten-minute break.

(At this point there is a break in the deposition.)

BY MR. FERDERIGOS:

Q We were talking about the March 16th, 2012

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text, and then there was a run-in that you had with Malara some time after. Do you remember –

A On that day.

Q Was it on the day?

A Yes.

Q So you texted him in the morning or –

A No. I – I think it was – yeah, it was a Friday. I – I arrived home and saw that he had a ladder out, putting up a camera, you know. There were still wires hanging out, so it wasn't complete. And he wasn't outside.

I walked inside my house. I – I checked my e-mail to see whether an ARB form came through, so I – you know, I checked. No ARB form. All forms are usually, you know, well in advance. They have to pass through the – the chair, the committee. And – you know, it's just not a major issue, as he made it out to be.

I asked if he would please submit the form. He asked who this was. I said ARB chair. He asked again. I said we can talk about it at our next meeting, and I thanked him for – you know, in advance, for his cooperation. He said again, if you won't identify yourself, please stop texting.

Q Okay.

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A That's the end of it.

Q If he would have submitted a form, would you have approved it?

A Yes.

Q Okay. It wouldn't have been a big deal?

A No. There's – no. There's no – it's just a matter of an acknowledgment that – that the home has been modified and it's been approved by the – by the – by the board – committee.

Q Okay. If he would have put the cameras up and turned them in the position of your home, would you have approved them?

A The cameras would have been approved. From a homeowner's standpoint, we would still have an issue with them facing – that's two distinct situations. One is the ARB chair who's identifying a violation that's just asking a resident if they would submit a form just to make it – you know, dotting the I's, crossing the T's, let's – you know. He, himself, has – as president, has made that a point, to make sure that ARB forms are to be – any modifications to the home, to be submitted.

There was a newsletter that he had published in June 2011, which you have. The first bullet point was ARB forms for modifications of the home. So – so again, you know, this is a valid issue to have brought up

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nicely, and – and – and he was told, while he was still belligerent, that just file the form. There wouldn't be any fees. It's not that they wouldn't be – they'd have to be – to be denied, it would have to be, you know –

Q Facing your home?

A No. Large in scope and – or – you know. There were – it would have been approved.

Q Right. Well, let me ask you this. If –

A As a resident and a neighbor, two distinct – we would still have a problem with the – the cameras facing our property, and that would still be an issue.

Q Okay. If he submitted an ARB form that he was going to put the cameras pointing to your home, would you have approved it?

A The cameras would have been – the cameras would have been approved.

How the process works, they would be approved prior to them being installed, so –

Q Well, I know –

A So – so they would have been fine. Now pointing toward our property, now they're not fine. As far as they're still valid to be up there, but they're – just not comforting to know that we're being watched.

Q Well, let me ask it to you this way. It's a hypothetical, but I want to know what you would have

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done. If he would have submitted an ARB form that said I'm going to install these cameras and I'm going to point them towards your home, would you have approved that?

A I would – I – I can't answer that. I would approve the cameras. But if they – if I – no; I can't answer that because I would – unless they're – they're specifically saying that, yeah, I'm going to point them towards your house and watch you day and night, well, that's – you know. I think I would have to, at that point, find out a little bit more about the situation.

Q Well, this is a simple question. If he would have submitted an ARB form saying I'm going to put up cameras, here's where I'm going to put them up, I'm going to point them to your home, would you have approved that, yes or no, and why?

A That's hypothetical. I can't answer that.

Q Why can't you answer that? You don't know what you would have done?

A I would have approved the – the cameras. And I think – I think, you know, you're building a scenario. I don't – and it's – it's hard to answer that scenario. If somebody specifically said they're going to do – do something, I –

Now I'd be concerned, as a resident. I would have to – if he specifically said that they were going

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to be facing our property, then -- then maybe there's -- maybe you can take that issue and -- and talk about it because why, why you would have it faced towards your neighbors.

Q So you -- are you incapable of answering the question of if he would have submitted an ARB form saying that he would install cameras pointing towards your house and would you approved that as the ARB board, you can't answer that question, as the ARB chair?

A As the ARB chair, I would approve whether -- I can approve what's not going to be considered a violation. So as the ARB chair, I would have to say it would have to be approved. But now that I'm on the resident side, there would be an issue with them facing the property, and then, as a resident, ave to address that, as we have been.

Q Okay. But you don't know, sitting here today, if you would -- the ARB chair --

A If the cameras are within the guidelines, they would have to be approved.

Q Okay. So is it your testimony --

A But --

Q Go ahead. I didn't mean to cut you off.

A Right. And still, I think it's a -- it's going to be -- that would have to be discussed, whether

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that's going to be -- you know, we can have the cameras facing. The cameras themselves would be approved.

Q So you, as the ARB chair, would approve the cameras, even if he submitted plans saying that the cameras would be pointing at your property, or is that not what you're saying? I'm confused as to what you're saying. The question is, if he would have submitted an ARB form, right, saying that I'm going to install cameras facing in this direction, point towards your house, would you, as the ARB chair, approve those cameras?

A I would approve the cameras, and, before approval, discuss why they have to be facing towards a resident's property.

Q Well, why would you have to discuss it? Doesn't he have the right to have the cameras there?

A He has the right to have the cameras on his home.

Q Well, then what gives you the authority, as the ARB chair, to say we need to discuss where you're going to point those cameras?

A It would be a discussion -- well, not between me, but maybe also with -- with another committee member, if we can't -- you know; this is obviously going to be a concern by the resident.

Q Well, why would there be another committee

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member involved?

A If there was a form and it seemed to be -- be disruptive, I suppose, then, yeah; we can.

Q But why would it be disruptive? I mean you just said that you have to approve it, as the ARB chair. Why would the homeowner have to go through these extra steps --

A Because the cameras --

Q -- because you're the neighbor? Go ahead.

A Whether he continued to face them toward the property or not, that could be resolved later. But the cameras would be approved.

Q Okay.

A Then it's just going to be up to that resident to handle the problem, afterwards.

Q The resident, being you?

A A resident. And in this situation, the resident would be -- is what we're trying to do. But the cameras would be approved.

Q Okay.

A They'd have to be -- if the cameras fit the guidelines, then they would be approved.

Q So its your testimony now --

A The guidelines -- I would follow the guidelines. And if they -- they don't specifically say

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the direction of the cameras, it would be assumed that they would be facing their own property, for their own security reasons, not other people's property.

Q Well, I -- forget about assuming it would face their property. My question is, if he submitted ARB plans to you saying that I'm going to install cameras that are going to be facing your property, would you approve that, as the ARB board? And your answer is -- what?

A That scenario, it -- I would -- I would have to approve the cameras, if the cameras themselves fit the ARB guidelines. What he's going to do with the cameras, that's not for the ARB to decide.

Q Okay.

A We're just trying to make sure that the -- that what he's going to put on his home is going to be within the guidelines.

Q Okay. So after the March 16th, 2012 text, Malara just came over to your property unannounced or how did y'all have like a run-in?

A What day?

Q When you sent the text?

A I walked -- I was by my mailbox and talking to my neighbor across the street. And that's when Dave Malara came rushing out of his -- his home, straight at

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me, and asking if this was a text that I sent. I did not deny it. And I said yes, and -- and -- and then I just asked him, just as the text said, to just please submit an ARB form.

Q And what happened?

A He was belligerent. We had certainly called me names. He had -- he went to his -- accused me, at that time, of being on his property. Accused -- was -- was -- said he would arrest me. He -- if I was on his property, if I came over to his property, he would arrest me. He went to his truck to get out his Constable badge, took his Constable badge and was waving in front of my face.

He then -- when he first went to his truck, I went inside my garage because I didn't know whether -- I was concerned because he was very belligerent. I know he carries a concealed weapon. So I walked to my garage. He -- I think at that time his -- his partner, Virginia, arrived. She was trying to calm him down.

He went back to his truck to go get handcuffs, and then he took the handcuffs and was waving those in front of my face. And just very excited. All his behavior was agitated. I just again reiterated that there's no fees; just please submit the form. It was as simple as that.

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Q Okay. Prior to March 16th, 2012, had you been professional in your dealings with the Malaras, Virginia and Mr. Malara?

A Well, yes; we were friends. We -- prior to the 16th?

Q Yes, sir.

A We've always been professional.

Q Okay.

A I mean we tried to be calm in nature and -- and tried to -- we tried to -- always, to be helpful.

Q Okay. Prior to March 16th, 2012, were you always courteous and nice in your dealings with the Malaras, Virginia and Mr. Malara?

A Physically, yes. We may have had an e-mail exchange. But, for the most part, yes, we ...

Q Okay. Were you ever rude in any e-mail communications with the Malaras, Virginia Adrihan or Mr. Malara --

A I know of one e-mail --

Q -- prior to March 16th, 2012?

A One e-mail with David Malara that I was out of line.

Q Okay. And when was that e-mail; do you recall?

Well, let me ask you this. Was it before the

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March 16th, 2012, text?

A Text? Yes.

Q Okay. And when you say "out of line," tell me what you mean.

A Well, I was -- I was upset that the e-mail prior to that that he wrote was -- was -- had false accusations, and -- and -- and I was responding.

Q Okay. And was this e-mail that you sent to Mr. Malara, did it contain -- what's the word I'm looking for? Profanity?

A Yes.

Q Was it profanity-laced?

A There were some spots of profanity.

Q Okay. And it accused Mr. Malara of a lot of things?

A There were some notes of him -- some accusations; yes.

Q Okay. And this was before March 16th, 2012?

A Yes.

Q Okay. Did you feel good when you sent that e-mail to Mr. Malara?

A No.

Q Why did you send it?

A I -- I was very upset because of the -- the untruths that he said in a previous e-mail that were

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obvious. And I was, you might say, temporarily insane. I just felt very upset, and -- and it -- and it came through in that letter.

Q Okay. So in your dealing with Mr. Malara, the hostility between the both of y'all got so bad before March of 2012 that he almost drove you temporarily insane, using your words, in dealing with him?

A That one letter. That was it.

Q Is that a yes?

A That one letter, I was out of line; yes.

Q Okay.

Why did you become the ARB board chair in March?

A I wanted to -- well, I wanted to be part of the community, to help the community, and -- and donate -- volunteer my time.

Q Could it be because you wanted to be in a position of power in case Mr. Malara --

A No.

Q -- tried to put the cameras back up?

A No. Absolutely not.

We have a small board, so people try to handle multiple positions. I knew a little bit more about being an ARB chair and thought that was -- would be a way I could volunteer my time.

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Q Well, as an ARB chair – you became an ARB chair, when?
A January – I was voted March – or, excuse me – February meeting.
Q End of the month?
A It was our February meeting, the third Tuesday or –
Q Third Tuesday? Towards the end of the month?
A Yes.
Q And within a month's time – during that month, from February until the March 16 e-mail to Mr. Malara, were there any other homeowners that had security cameras on their properties, that you raised issues with?
A There – no. There were – they may have security cameras that were already prior-approved. I wasn't aware of them.
Q Okay. Are there any other homeowners that have security cameras at all on that property, other than Mr. Malara?
A In Village Green, I believe there are.
Q Okay. Did you look into finding out whether or not those were approved or had submitted forms for the ARB?
A Those records on ARB forms have not been

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passed to me to – to review.
Q Okay. Did you send any letters or any texts or any communications to any of those homeowners about their security cameras?
A If they were already up, they – I'm assuming the prior board, which – had already taken care of it; yeah.
Q Now –
MR. MIMS: That was a no?
BY MR. FERDERIGOS:
Q Was that a no?
A It was no to – I did not research other ARB forms; no.
Q Okay. So you talked about this confrontation with Malara. And then what happened on March 16th, 2012?
A After we parted ways, I called my wife and told her of the situation, that, you know, surprised at the behavior and was concerned and – and recommended that we call the – the police and have a – have them come over and – and talk to them.
Q So what happened? Did y'all call the police?
A We – we called the police and we made a statement of the behavior of David Malara.
Q Okay. Were the cameras pointing into your property at the – pointing towards your property, at

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that point?
A They as I mentioned earlier –
Q They weren't completed up yet?
A They weren't completely installed. I think he had one in – in the corner, one corner, and then the other corner, there was just wires sticking out. So they weren't complete.
Q Okay. And is that when the police officers told you they can't do anything?
A They – they just arrived and took our statements.
Q And what did you tell the police, and what did your wife tell the police?
A I – I told them of the – the threats of arrest by Dave Malara.
Q Threats of arrest, where David Malara threatened you for being on his property or what?
A He accused me of – of – yeah. He accused me of being on his property. He threatened to arrest me. That – that situation, not anything to do with the cameras.
Q Okay. And what did the police tell you?
A Well, they did say that he had no authority as a Constable to make those, those threats. He had no power to arrest. And that was the extent. They just –

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it was just a record of the situation.
Q And did you write a statement up?
A We gave them a statement. They took our – our – our words; yes.
Q Okay. But you didn't write something yourself; they wrote whatever you said?
A Not that time; no.
Q So you went back and, later –
A I later –
Q – handwrote a statement?
A – made a formal complaint with SLED.
Q Okay. When did you make a formal complaint with SLED?
A I think it was April. April 21st. My statement was faxed over to SLED. And I think within – I don't remember the time frame – a couple of weeks, maybe, that I met with a SLED officer at the Summerville Police Department to make a – to write up the statement.
Q Okay. Did you try to get a warrant issued for Mr. Malara's arrest?
A We had – not a warrant for his arrest; no.
Q Okay. So what was the purpose –
A I just to just make – to make a statement of behavior by a Constable.
Q Oh. So you wanted to complain to him –

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A I complained of the –
Q – within the –
A – behavior of a Constable, that he – here he's a licensed Constable and – and threatened to arrest and throwing his badge and handcuffs in my face. I'm, you know, concerned.
Q Okay. What did SLED tell you?
A They took my statement.
Q What happened?
A I don't know. I – I didn't get a response back, which I – I didn't follow up to find out what was the – the outcome of any kind of investigation.
Q Okay. Then from March 16th, 2012 until April 21st, until you complained to SLED, did you have any other run-ins with Malara or Virginia?
A No.
Q Okay. Did your wife have any other run-ins?
A They – they came – on the 19th, they came into the board meeting and they – and accused – that's when they accused me of – of other untruths.
Q On March –
A March –
Q March 19th, 2012?
A It was a – that was the Monday, they had a board meeting, the March board meeting.

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Q Is that when they wanted to have you removed as ARB chair?
A Yes.
Q Okay. So they came –
A And board member.
Q And a board member. So they came to the meeting March 19, three days afterwards?
A Yes.
Q Okay. And what happened at that meeting, as far as what did they say?
A During the meeting, we had – we conducted our normal meeting. One part of that meeting was to address a letter that was going to be sent out to the – to David Malara and Virginia Adrihan on other violations on their property that another community member and I were – had – had determined. And that was agreed on, and, obviously, never sent out.
But at the end of the meeting, David Malara and – and Virginia Adrihan had a moment to make a statement.
Q Well, let me stop you there. Were David and Virginia there during that whole meeting?
A Yes.
Q Okay. Did they see you talking with someone else about sending a letter to them about other

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violations or was that in executive session?
A No. They were – they were there to cover all the aspects of the meeting.
Q Okay. So at the March 19th, 2012 letter, you discussed with the board – you, as the ARB board chair, to send a letter accusing the Malaras of other violations?
A There were – there were other violations that were – that were brought up; yes.
Q What other violations; do you recall?
A They had an unapproved color on their shutters of their home. They had the shed still there that he had acknowledged that he would remove. And I think at the time, I think it was just those two issues.
Q Okay. And was it Nadine?
A Nadine; yes.
Q Was the other person?
A Yes.
Q The other – she was on the ARB board?
A Yes.
Q Was she a board member, too?
A She's a board member.
Q Right. Right.
A And then she was on the ARB –
Q So you and Nadine, at that meeting on March

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19th, 2012, discussed sending a letter to the Malars about these other violations?
A That was letter that had been previously discussed and – and – and put together by – approved by us, by – through Ravenel.
Q Okay. When was that prior discussion?
A That had carried on for several weeks.
Q Did that start when you first became ARB chair, these other violations, the color?
A Yes.
Q Okay. So as soon as you became ARB chair –
A Nadine brought up the shutters, and I only brought up the shed because it still had been outstanding.
Q So is it true that as soon as you became the ARB chair, you and Nadine started talking about sending another – or sending a violation letter to the Malaras based on the color, the shed and the shutters?
A Well, that was the color of the shutters and the shed; yeah.
Q Okay. And did that – did you and Nadine start talking about this pretty much after you became the ARB chair?
A Well, that's when our authority began from the meeting. But that's not the only thing that's going

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on as -- as an ARB, is just to pick on the Malaras. There were fences that were being -- that were being constructed. There was -- just down the street was another fence being constructed that there was an ARB -- that I had not approved because of what they said in the -- how they were going to construct their -- their fence, because it wasn't in guidelines. And the -- you know; having spoken with them and -- and what they were going to do, make the modifications to -- to fit the guidelines, then it was approved.

But, no; we had other things that we were working on. It wasn't --

Q Okay.

A -- about David Malara and Adrihan.

Q But is it accurate that from the beginning of your position as the ARB chair, that you and Nadine pretty much immediately started talking, among other issues, about sending a violation letter to the Malaras about these additional issues?

A There was, yes, discussions.

Q Okay. And then at the March 19th, 2012 meeting, y'all discussed this letter in detail, in front of the Malaras?

A It was not -- the letter itself wasn't discussed in detail. It was discussed on -- on let's

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just -- the one -- we'll agree that we'll send this letter.

Q Okay. And did they vote on that?

A Yes.

Q Okay. Did the letter ever go out?

A No.

Q Okay.

A But they agreed to send it out.

Q The board did?

A The board -- the board collectively agreed to send the letter, but the president at the end of the meeting, after the accusations, decided not to.

Q And who was the president, at that time?

A Evan Borden [ph].

Q Okay. Now, what did -- at the March 19, 2012 meeting, you said the Malaras had an opportunity to say something to the board, present a statement.

A Yeah.

Q What happened there?

A They made their statement.

Q What did they say?

A They had stated that -- that the board member and the ARB chair -- I think they had -- had accused -- had accused me of -- of misusing my position. They had also mentioned that I had been investigating their fence.

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They -- there were -- was another issue; I'm not completely clear. I -- I'd have to see the statement to go over.

Q Okay. Did they submit the paperwork that there was an e-mail --

A Yes.

Q -- with attachments that --

A E-mail. What the attachments were. The copy of the -- of the text messaging and --

Q Okay. So then what happened at that point? Did the Malaras leave and the board met to discuss the allegations, or tell me what happened?

A They -- they briefly mentioned -- they left. All we said was we would have to -- said an executive session meeting or a meeting up to -- to hear my side of the story because he was accusing me, so.

Q Okay.

A So that meeting was set up the following week. I had plans to address everything that David Malara and Virginia had accused me of. And the board said -- as soon as I started to -- to address them, they said we don't want to hear it; this was a personal -- a personal issue here and the board was not going to get themselves involved in it.

Q Okay. And was this in executive session?

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A It was a special meeting.

Q Okay. Do you remember the date of that special meeting? If you don't --

A It was -- it was the following week.

Q The following week. So March 20-something?

A Yes.

Q Okay. So you went to that meeting intending to -- to say whatever you wanted to say?

A Right.

Q And then you indicated that the board said it was a personal issue?

A Bob Beauregard, a board member at that time, just said, you know, this is a personal issue. It's not an issue with the board, to address some of the complaints that the -- that the residents had, so they didn't want to hear what I had to say.

Q Okay.

A So I never got an opportunity to say anything.

Q Okay. And then what happened next?

A The meeting was adjourned and they -- for that meeting? The meeting was adjourned.

Q Did any board member come up to you and say, hey, don't worry about anything, or, hey, you need to worry about something, or any commentary from the -- any

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board member?
A Not after that meeting.
Q Okay. So you had a complaint by a homeowner against you?
A Yeah.
Q And at that point, they were going to have a special meeting. And they had a special meaning, and describe what happened here. Were any decisions made at that meeting?
A Just that –
Q Relevant to what we're talking about?
A The only decision was that they weren't going to listen to what I had to say.
Q Okay. What happened next?
A They decided to have another meeting, special meeting, I think the following – it was either the following week or it was the beginning of the following month. I'm an accountant, so month end, it's difficult for me to get away because our hours are longer. And I had asked them to move that meeting so I could attend, and they declined.
I sent a statement to be read at the board, which I assumed it was, but the minutes don't reflect that. They, at that meeting, had made two motions, one to remove me as a board member. No motion was

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forthcoming. The second was to remove me as ARB chair. No motion was forthcoming. That – according to the minutes, that was it.
Q Okay. So they made a motion to have a motion; is that accurate?
A Yeah. A motion to have – a motion to have me removed as a board member, and another motion. And there were no motions, so I concluded.
Q Okay. And I just want to –
A They didn't see any –
Q Yeah.
A It was not an issue.
Q Well, I just want to make sure that I'm right on the terminology. Somebody has to make a motion to have motions; is that correct? So somebody made a motion for someone to make a motion to remove you as a board –
A I believe the minutes might say the president made a motion and no one seconded.
Q Okay. So the president made a –
A I'm going by what's in the minutes that you have.
Q Right. Well, I just want to – you were on the board, so I'm just asking.
A I wasn't there.
Q Well, you weren't at that meeting.

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A Right.
Q But, generally, would the president make a motion –
A There would be a motioner –
Q – for someone to make a motion, or would the president make a motion and then nobody took it up?
A I thing our meetings were that we have a motion and then someone would second the motion.
Q So someone has to second the motion –
A Right. Right.
Q – in order for it to proceed; is that correct?
A Right.
Q So the way – and correct me if I'm wrong because I don't know how y'all did stuff, and I know you weren't at that specific meeting. But, generally, if the president says let's make a motion, it has to be seconded in order for it to go to a vote?
A Right. And since there was no second – there was not a second motion, so.
Q There wasn't a second. So you call it – a second motion is the seconding – the first motion, the call for a motion –
A They were basically agreeing that let's go ahead now and –

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Q Gotcha. So at that special meeting there was a motion to remove you as the board member, but nobody seconded it, is what your understanding is?
A According to this. According to the minutes.
Q According to the minutes.
A I – I'm reading that.
Q And there was a motion to remove you as ARB chair and nobody seconded it?
A ARB chair and as a board member.
Q Right. There were two separate motions that no one seconded –
A Right.
Q According to the minutes; right?
A Right.
Q Okay. And do you remember the – that was at the end of March?
A That had to be, since I could not go to that meeting. It had to be the beginning of the following month, so April.
Q Okay.
A First week of April.
Q Okay. Then what happened next?
A Let's see. After that meeting, things seemed to be going on as normal, as far as the board. Then I found out that there was a – another meeting to be

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scheduled to then have me removed as ARB chair, essentially. That was April -- I think 23rd, that -- that third week of April.

Q Okay. You found out that there was another meeting scheduled for April 23rd. And we've got the documents, so I'm --

A Right.

Q You know, or thereabouts, to have you removed as ARB chair and to be censured?

A Censured.

Q Okay. And when did you find that out?

A I found out --

Q Was that via an e-mail from Toole?

A It would be an e-mail, and it probably -- from -- I received an e-mail about the special meeting, then I received a -- and I have not -- I kind of expected what they were trying to do, and I was not initially going to attend the meeting. And Shawn Toole had called me and said he was going to be there and that not to worry about it; we just want to talk. And then that -- that if there were any votes, they wouldn't be unanimous. So there was assumption that, okay, it was just a discussion.

So I did attend and -- that meeting, and -- and we had a -- a discussion before they made the motion

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to censure. And that meeting, the discussion consisted of I'm trying to understand why they were going to do a censure, explain what a censure was and what -- why they were going to do a censure. And nothing was forthcoming, no -- no decisions, no -- no basis for a censure.

They -- I had read from Webster's dictionary what a censure was to remind them what a censure was, what they were blaming me -- what it was that they were blaming me for. I -- they had commented -- I had commented to them, if this is over the text message, I'd like to know -- you know; just give me a basis, some sort of understanding of why you're going to censure me because the -- the text message itself was not the basis for it.

I had asked if I need to re-read -- or read the text message to -- to the group. They -- they said no. We continued to talk. I said do I need -- really, do I need to read this text message, because this doesn't make sense to me. They -- they said no, and I -- and the third time I said, I'm going to read it to you. And I read it to them. And then Nadine said, "I thought there was more. I thought it was worse than that."

Q So was the board responding to the complaint from the Malaras?

A I believe they were -- they were evidently

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responding to a complaint that they had not investigated.

Q And we'll cover that. But there's a lengthy letter from Virginia listing things that they accused you of that was submitting to the board; right? Is that correct?

A There were some items in there; yes.

Q Okay. Including that e-mail that we discussed earlier --

A Right.

Q -- that you're not too proud of right now; is that correct?

A Well, I don't -- I don't know if that e-mail was -- yeah. I think they make reference to it; yes.

Q Okay. So you don't know what the board was basing their decision on; do you? You keep saying just the text. But they had a complaint from a homeowner; did they not?

A They had a -- they had a complaint from a homeowner.

Q And they submitted -- the homeowner submitted their testimony via letter; did they not? With these accusations?

A They submitted that; yes.

Q Okay. And so you went to the April 23rd meeting; is that correct?

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A Yes.

Q And you just described that. At that meeting -- before you went to that meeting, you were told not to worry about it?

A Right.

Q Okay. Then at the meeting, they started saying -- what; that they were going to censure you or what?

A Yes. Censure and counsel.

Q Okay. And then there was a vote to censure you?

A Censure.

Q And it passed?

A It passed.

Q So you were censured?

A I was censured.

Q And then you asked them to change that into a memo of counseling?

A I -- the censure -- I asked that the letter that they have, which was considered to be a letter outlining some -- some stipulations, and -- and they called it a censure, I -- but, obviously, I was against the censure, you know. They never revoked the censure. They just agreed to change the letter that was written, to read as a memo of counseling.

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Q Okay.
A So –
Q So you were there. And it's your understanding they never revoked the censure, they just, in the minutes, put that it was a memo of counseling; is that what you're saying?
A Right. There was no revocation of the censure. They had mentioned that they were going to change the letter from a censure letter to a memo of counsel which, you know, is two distinct – if they – if they claim to follow Robert's Rules, that would not be the proper procedure, to – to revoke a censure, if they were going to do that, so.
Q Okay.
A So on the record, there's a censure and also a counseling, memo of counseling.
Q Okay. Don't the meeting minutes say that they – and I don't know the exact terminology, but they censured you. The motion carried, and then they changed it. It doesn't use the word "change." And we'll talk about it in a second.
A Right.
Q But they changed it into a memo of counseling?
A They changed the – the heading of the – the

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letter to say a memo of counseling; yes.
Q Okay. Did you sign anything?
A I didn't sign anything.
Q Okay. Did they present you with a memo of counseling talking –
A I have not received anything from them after several requests. At that meeting, I did – I did agree to the memo of counseling, only because of mitigating damages. I wanted the meeting to end, and that was the basis for that.
Q Okay. So let me stop you right there. So at the late April meeting, whenever it was, you agreed for you to do a memo of counseling; yes?
A Because the –
Q Is that a yes?
A Yes.
Q And then explain.
A Yes. The memo of counseling was – only had stipulations of – the draft had stipulations of don't interact with the neighbors, go – attend a meeting on the governing documents, which everybody had already attended in February, so that was already – that meeting had already been – taken place. So from my standpoint –
Q And you had already attended that meeting?

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A That meeting was already attended by board members.
Q Had you already attended it?
A I had already attended it.
Q So you had to re-attend a meeting you already attended?
A No. No. That meeting had already been attended. Just written on that –
Q So it's written up that you agreed to not be involved in conflict of interest issues?
A No; not –
Q And I'm paraphrasing.
A No; not interact with the – 3286, or David Malara.
Q Okay. So you're not going to make any decisions or interact with the Malaras any more, is what you agreed to; correct? As an ARB chair?
A Yes.
Q Okay. And you agreed that you would do you the training that you had already done before?
A Yes. I could agree to that, since it had already happened.
Q Anything else that you agreed to?
A I don't recall the – I have not given the final draft. Final letter.

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Q At any point did they explain to you the first reason – I mean the first purpose about why you were not to interact as ARB chair with the Malaras anymore?
A There's no explanation. I have not received any explanation.
Q Well, didn't they say that it was a – and this is in the – and we'll talk about this because we'll see – but didn't they say that that's a conflict of interest?
A They didn't use those words.
Q What words did they use?
A They said – they used the term "matters."
Q Go ahead; tell me what they said.
A "Matters." That was it.
Q What did they tell you, "matters?"
A They did not explain anything to me.
Q Did they tell you you're not to deal with any matters with the Malaras anymore?
A They – they're – well, I don't know if you have a draft of the – the letter. But outlined in the counseling, there was interactions. That's the term they used.
Q Okay. You're not to have any more interactions with the Malaras as an ARB chair?

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A That's my understanding; yes.
Q Okay. And you didn't understand why?
A I don't know why they were censuring me. That was – they have not stated why.
Q Isn't it pretty clear that it's because of your interactions with the Malaras?
A No.
Q You don't understand that?
A I – I'm still trying to understand why they gave me the censure; yes.
Q Okay. So it's your testimony today that you don't understand why you were censured?
A I was not given justification or any basis for a censure.
Q Okay.
At the April – I can't remember the exact date. But before the April 23rd meeting, there were two motions made to remove you as – one to remove you as a board member, one to remove you as ARB chair. But those motions were not seconded so they did not go forward to a vote; is that correct?
A That's yes.
Q Okay. And would that be the April 16th meeting? We had – there was a meeting on April 2nd, 2012, and there was a meeting on April 16th, 2012.

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A And maybe that's the meeting.
Q Okay.
A The earlier one, the – the first week of April, I – I couldn't attend.
Q And then the April 24th one is the one where you were censured?
A Okay. That's –
Q April 24th, you were censured. The April 16th meeting, there was a motion to censure you but it didn't get –
A That's the – that was a regular board meeting. They had it on the agenda to censure, at that time.
Q Okay.
A They had passed over that, to not censure.
Q Okay. Did the president make a motion that wasn't seconded at the April 16th meeting?
A It was seconded; yes. To – to go over – to pass over that censure; yes.
Q Okay. Did the president make a motion to pass over it which was seconded, or the president make a motion to –
A It was seconded; yes.
Q Okay. And then it was the April 2nd meeting, 2012, where the president made a motion to remove you as

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ARB chair or to remove you as ARB – the ARB chair or a board member, and no one seconded that motion?
A Right.
Q Okay. And we'll go over those.
MR. FERDERIGOS: How are we doing on time? Is it 1:00? Lunchtime?
MR. CONDON: It's 1:00.
MR. FERDERIGOS: All right. Why don't we go ahead and take a break now, grab some lunch, and then we'll start up again.
While you are at lunch, you're still under oath so you're not permitted to talk with your attorney about anything that you've testified to or anything concerning this matter. My very first question to you when we come back is going to be, "Did you talk with your attorney about anything substantive?" So please don't talk about anything substantive with your attorney. Okay?
THE DEPONENT: Okay.
MR. FERDERIGOS: All right. Thank you.
(At this point there is a break in the deposition for lunch.)
BY MR. FERDERIGOS:
Q We had a break. And before we broke, I told you the first question I would ask you when we got back

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is whether you had any discussions with your attorney about the deposition or any substantive issue, so let's go ahead and begin there. Did you talk to your attorney about any substantive issue concerning this case?
A No.
Q Okay. Where did y'all go to lunch?
A Ted's.
Q Ted's Butcher Shop? Good place. Okay.
We were talking about the April 23rd meeting, before we broke. Was the first time that you found out about the April 10th, 2012 letter that Mr. Cherry sent, was that via an e-mail that Mr. Toole sent you?
A Yes.
Q And did that e-mail advise you that there would be a meeting, and then that letter – and by "that letter," I mean the Bob Cherry letter of April 10th, 2012 – was attached to that e-mail from Mr. Toole?
A After the regular meeting that evening, I received notice that that – I received that e-mail regarding that, that letter.
Q That was after the April 23rd meeting?
A That was after the regular meeting, which was, I think, just before the 23rd.
Q Okay. And – let's see. Okay. So the April – when I say April 23rd, the April – I see here

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April 24th.
A April 24th, the censure meeting. And the one before that I think is the regular meeting.
Q Okay. So the April 24th was the censure meeting where you were censured; correct?
A Yes. That sounds right.
Q Okay. And the one before that was April 16th?
A That sounds – that sounds right. We – it was a regular meeting, so. I think that would be.
Q So after the regular meeting, you got an e-mail saying that there would be a special meeting, from Toole?
A After that regular meeting, I received an e-mail that – that I was supposed be censured already. That e-mail had already been sent to Dave Malara's attorney. And I just found out at that time, after the meeting, that –
Q Via an e-mail?
A An e-mail.
Q From Mister – is it Toole? Am I saying it wrong?
A It's Shawn – Toole.
Q Shawn Toole? Okay. I'm saying – Shawn Toole. So you had the meeting. And then you received an

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e-mail communication from Shawn Toole, the president, indicating that there would be another meeting? And had the –
A I – I recall that that e-mail was just stating, look what I just received or some – something to that effect. And it was a letter that – that had been sent to Dave's attorney. That was kind of – that I was going to be censured at the – the next meeting. Of course, that would have been the 16th, I suppose. And then – so that was my first awareness of the – of a censure that was going on.
Q Okay.
A Or was supposed to take place.
Q And we'll look at the documents. But wasn't it alleged – didn't he send you a letter from Eric Durand, the attorneys for the Malaras, saying – at that point? And that's what –
A It was a response to the original letter that went out that stated that – that they were I guess glad to read that you are taking care of –
Q Okay. That's the letter Mr. Toole sent you?
A I received a letter that had – had gone out to Dave's attorney.
Q Okay. That April 10th –
A That's the only letter –

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Q – 2012 letter?
A That's the only letter I received, was – the date may be off, but the – the content of that letter had stated I was going to be censured at the next board meeting.
Q Okay.
A So if – so if there's any other letter, I have not received it until – I have not received it.
Q Okay. And I'll just show you –
A It's in some of the documents, I think.
Q Yeah. And we're going to go through that. But just to be clear for the record, I'm going to show you Defendant RFP 0007. Is that the April 10th, 2012 letter from Mr. Cherry addressed to David Malara and Virginia Adrihan?
A Okay. This would be the one I saw, then, because it – it – it notes that the next scheduled meeting, I was – I was to be censured.
Q Okay. And that was before – so you received it before the April 16th –
A I received this after the April 16th meeting.
Q Okay. You received this after the April 16th, 2012 meeting?
A Yes.
Q So before the April 24th, 2012 meeting?

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A Yes.
Q Okay. And in that e-mail – and we'll get to it – Mr. Toole sent you this attachment?
A The –
Q Or the attachment of the letter from Eric Durand, or do you not recall?
A I don't recall. I mean there was – I believe there was a letter that was a response letter that – that we received. It could have been the same e-mail. I don't know. I recall that I did receive April – there was an April 12th sent.
Q Okay. And that was the first time that you say you were told that you were going to be censured?
A Yes. And I think it was the – yeah. It was after the meeting. Whether it was that – that evening, after the meeting, or it was the next day, but that was the first time I was told.
Q Okay. When did you have the conversation with Mr. Toole about don't worry, it's got to be unanimous?
A That was the day of the meeting.
Q The day of the meeting?
A Yes.
Q The day of the April 16th meeting or –
A The day of the April twenty –

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Q 24th?
A 24th. The censure meeting.
Q Okay. So you -- okay. So he told you that you weren't going to be censured on April 24th?
A He implied that it would not be a unanimous decision and not to worry about it.
Q Okay. What did he say, exactly, though? Let's be very clear.
A I said well, I -- you know. He asked me if I was coming and I said that, you know, I don't think -- I don't think I'm going to -- going to make it; I -- you know. You know: I just didn't have a good feel about the meeting.
And I didn't have an agenda at that time about what the meeting was for, just a special meeting. I think that -- I think they referred to it as talk about the -- some -- kind of review guidelines or governing documents of that sort. And I, you know, certainly didn't feel comfortable about the meeting because I found out that the meeting -- I think there was a -- yeah. They -- I just didn't feel comfortable about going to the meeting.
And so -- but Shawn had said, you know, don't worry; they would have to have a unanimous decision to do anything, and there's four of us, and so not to worry.

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Q Okay.
A That's what he said.
Q What four people were on the -- I mean were there five people on the board, at that time?
A At that -- not all members attended the meeting.
Q Right.
A Just four: Me, Shawn O'Toole -- or Shawn Toole, Nadine Evans, and the other is Laura -- Heather McKelvey.
Q Okay. And which meeting was that, the 16th or the 24th?
A That's the 24th.
Q The 24th. It was those --
A Those. Those four.
Q Those four. And you?
A There was four: Heather -- I stated -- I said "Laura," but that was incorrect. It was Heather, Nadine, Shawn, and myself.
Q Okay. So it was just -- how many board members are there, total?
A There were -- in addition, there was Laura Deiden [ph]. I think Evan -- I think Evan had resigned, so there would have been Laura and -- I want to think there was one more. I -- I can't tell.

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Q Okay.
A I'm not -- they started to resign.
Q Okay. So do you remember who was at the April 16th meeting?
A Shawn, myself, Nadine, Laura and Heather, so.
Q It was the same people?
A There was a total of five.
Q Five?
A Five; yes.
Q There was one more person?
A And so I think at the time, maybe Laura was the only one that did not attend. She certainly did not attend the April 24. But as far as the total board members, I think we were down to five, at that point.
Q Okay. So then you went to the April 24th meeting. And then they decided what, the other --
A There was a --
Q -- board members?
A They -- they made a -- after we had some discussion, as I mentioned earlier, I asked them why they were doing the censure, that they had no basis, that I have not been given any explanation of why, any documentation, any notice of any violation of -- of my actions, and as a board -- as a chairman, and that the censure was not warranted.

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I read -- gave them an explanation or a dictionary reference to the -- what a censure is, and, obviously, ignored. And then I guess several times asked them, you know, do they need me to read this text message again because they seem to be basing -- I don't -- I don't know what they're basing it on, but I felt that the text message itself was certainly no warrant, no basis.
And so I read it to them. Even though they declined to hear it again, I read it to them. That's what Nadine Evans said: "Oh, I thought it was worse than that."
Q But then after that, they voted to censure?
A They still continued to go with the censure motion and seconded, and it went through unanimous.
Q Okay. And then you discussed with them to change it to a memo of counseling?
A I wanted them to retract the censure. They did not. They -- the letter itself had a heading of Memo of Counseling or Censure -- Censure, and that they changed to -- the heading, to a memo of counseling, of which items on that would already have been completed. The -- we wanted -- they had -- had mentioned they wanted to wrap up the meeting. I certainly felt that I wanted to get out of this meeting, so certainly agreed to something that has -- is already in place and that no

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other actions that could be coming up with that I could end the meeting and let's get out.
Q Okay.
A Then I told them I would be seeking counsel.
Q And at that point, you told -- did y'all talk at that April 24th meaning about the fact that the Malaras had retained counsel about their allegations against you?
A I was not aware of it until the letter that I received after the April 16th meeting.
Q The e-mail from Toole?
A Right.
Q Okay.
A I was not aware of any other correspondence.
Q And you got -- and we'll look at the exact date. But your recollection, sitting here today, is that e-mail from Toole came sometime between April 16th and April 24th?
A It would definitely be between there.
Q Okay. And then what happened -- as far as this letter, sitting here today, is it true that you don't really know whether or not the board authorized Mr. Cherry to send this April 10, 2012 letter; do you?
A I was not involved in any decisions and -- or any e-mails regarding it, so I'm not aware.

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Q So you don't know, one way or the other?
A That's correct.
Q Okay. And if Mr. Cherry were to testify that the president and the board told them to send this letter, you wouldn't have any evidence to refute that; would you?
A No; I don't.
Q Okay. Now as far as this letter -- and I'm referring to Defendant RRFP 0007, the letter of April 10th, 2012. I'll have you look at that. Do you have any evidence, from your own personal knowledge, whether this letter was ever actually sent to David Malara and Virginia Adrihan?
A It was sent to -- to David Malara and --
Q To either? Do you have --
A I was --
Q -- any personal knowledge?
A No, because I didn't have any knowledge that it even existed.
Q Okay. So you didn't know -- and, to this day, you still don't know -- if this letter was actually sent to them?
A I can only assume because of the April 12th response from their attorney.
Q Okay. It's an assumption?

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A I'm going to say that they had to have known because the April 20 -- April 12th letter referenced, or at least acknowledged, that they had -- that they were happy to hear about the censure, or to that effect.
Q But I need to be clear. From your own personal knowledge, without making assumptions --
A My own personal knowledge; no. I don't know whether --
Q You do not know if this letter was sent; correct?
A Right.
Q Defendant's RRFP 0007; is that correct?
A That's correct.
Q All right. Let's look at the letter. Is that right address for the Malaras?
A 3286 Middleburry Lane. Yes.
Q Okay. Now in response to allegations, the ARB chair, Mr. Matthew Dawson, misused his position. The Village Green Homeowners Association Board of Directors, hereinafter referred to as BOD, held a special meeting on March 26, 2012 and on April 2nd, 2012. Now is it true that the Malaras and Virginia filed allegations against the ARB chair -- you -- that you misused your position; is that truthful?
A Yes.

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Q Okay. Is it true that the Village Green Homeowners Association Board of Directors held a special meeting on March 26, 2012 and on April 2, 2012?
A Yes.
Q And it's true that one of the things that discussed at that meeting was the allegations against you?
A The special meeting, if it's the one that I was at March 26th, there was no discussions. There was an attempt to discuss, by me, and they didn't want to listen.
Q Okay.
A April 2nd, I could not attend. I made a statement, which you probably have, that I sent to them to be read.
Q Right. But the March 26, 2012 and April 2nd, 2012 special meetings were called for the allegations that the Malaras made? Now I understand you're saying there wasn't any substantive discussion. But that's why they were held; correct?
A Yes.
Q So is that accurate? Is that truthful?
A That would be true.
Q Okay. The meeting minutes are attached. Were the meeting minutes attached?

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A I've not received any minutes other than what's been posted on -- on line.
Q Okay. But you don't know if the meeting minutes were attached to the letter, if it were sent to Malara and Virginia?
A No; I don't know.
Q Okay. Now, at the next monthly BOD meeting scheduled for April 16th, 2012, a motion will be made to censure the ARB chair for the involvement in this matter. Now is that sentence accurate and truthful?
A It's not truthful because they didn't censure me, April 16th.
Q It says a motion will be made the censure the ARB.
A They did not make a motion to censure.
Q Didn't the president, on --
A He made a motion to -- to skip over that agenda item, so.
Q Okay.
A Just to -- to -- to not discuss it, basically. To skip over that item.
Q So you're saying that the April 16th, 2012 meeting, the president made a motion to skip over the censure of the ARB chair for the involvement of the ARB chair?

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A That's what he did.
Q Okay. Now, in the April 24th meeting, there was a motion made to censure the ARB chair; correct?
A That's correct.
Q And that motion was seconded; correct?
A Just that one.
Q Okay. And that motion was passed; correct?
A Yes. Those three; yes.
Q And you were censured?
A Yes.
Q Is that correct?
A I believe that be true.
Q Okay. Now going on. The ARB chair will be required to remove himself from all Homeowners Association matters directly pertaining to 3286 Middleburry Lane and complete Homeowners Association governance training scheduled for April 16th, 2012. Is that accurate and truthful?
A Be required to remove himself. There was nothing else -- there was nothing in writing given to me until this letter was received. It was not acknowledged.
Q Yeah. But they told you, you weren't to -- you weren't to make any more decisions impacting the Malaras; correct? On April 12th?
A On April 24th.

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Q At the April 24th?
A In the memo of counseling letter they had noted that -- and the governance training, which had already taken place.
Q Okay. But my question to you, it is correct that you were asked that the ARB chair would remove himself from all Homeowners Association matters directly pertaining to 3286 Mulberry Lane? That happened on the April 24th meeting; correct?
A Yes.
Q So that's truthful; correct?
A That would be.
Q Is that a yes?
A Yes.
Q Okay. And you were asked to complete Homeowners Association governance training; is that --
MR. CONDON: Scheduled for April 16th.
MR. FERDERIGOS: Well, hold on. You can make -- let me make my questions and you can object to form, if you want.
BY MR. FERDERIGOS:
Q But you were asked to complete Homeowners Association governance training; correct?
A Correct. On April 24th.
Q Okay. And I'll ask you that. So the

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Homeowners Association governance training it says here scheduled for April 16th, 2012, that didn't happen on --
A We had.
Q You did?
A It was scheduled back in February, and then we had it April.
Q So you did have the April 16th, 2012 governance training?
A We did have it. And I received this letter after.
Q Okay. So this letter is truthful, that you were required to complete a Homeowners Association governance training scheduled for April 16th, 2012; is that correct?
A No; that is not correct, because it was already scheduled, February. Governance training had already been scheduled in February for me to attend, so I already knew I was going to that.
Q Okay. So you admit that you knew that you had to complete Homeowners Association governance training scheduled for April 16th, 2012?
A I already knew in advance; yes.
Q You already knew that?
A Yes.
Q So that's truthful, as far as the letter says

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that you are going to, quote, "complete Homeowners Association governance training scheduled for April 16, 2012?" That is accurate and truthful; is that correct?
A This – this – yes.
Q Yes? Okay. So the problems that you have with this letter which is Defendant RRFP 0007 is that what it says will happen, happened, it's truthful, but it references that a motion will be made on April 16th, but it really happened on April 24th; is that accurate?
A That's what happened; yes.
Q Okay. So everything else in the letter is accurate other than the date of when the motion was going to be made; is that correct?
A That's correct.
Q Okay. So when this letter was sent on April – assuming this letter was sent April 10th, 2012, do you have any idea whether or not the board told Mr. Cherry to put the dates that are in this letter?
A I have no knowledge of this letter.
Q So you don't know, one way or the other, whether or not the letter that was sent on – assuming it was sent – on or about April 10th, 2012, Defendant RRFP 0007, whether or not that letter, as far as when it comes to the dates being April 16th, 2012 as opposed to April 24th, when you were censured, do you have any knowledge,

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one way or the other, whether or not this letter was accurate when it was sent?
A Being sent on April 10th? I had no knowledge of it, so I'm not – I –
Q You don't know?
A I don't know. It –
Q Okay. So my point to you is, assuming Mr. Cherry sent this letter and he sent it on or about April 10th, 2012, and assuming that the board directed him to send this letter on or about April 10th, 2012, and then Mr. Cherry put in the dates that he was informed that the motion was going to be made on or about April 10th of 2012, that letter would be accurate, at that time? I mean you don't have any evidence to refute that; would you?
A I have no evidence regarding this letter.
Q Okay. Now, something happened. And, obviously, on April 16th, 2012, the meetings will reflect what – the minutes reflect what actually happened at that meeting. But it's your position that there was not a motion made to censure you?
A Right.
Q That that actually happened at the April 24th meeting?
A Yes.

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Q Okay. And the basis of defamation – your defamation claim against Ravenel, is based on this letter, the Defendant RRFP –
A It's based –
Q – 00007?
A – on the censure. It's based on the censure and being – and posting on the World Wide Web.
Q Okay. And – because I need to make sure I understand. You would agree that this letter, Defendant RRFP 0007, is not defamatory; correct?
A This letter would be. In – in my eyes it would be, because it's something that references a censure for – for a matter that – that is not explained.
Q Well, I understand what – that. I mean your position – correct me if I'm wrong. Your position is –
A Is –
Q – you were censured, and that's defamatory?
A It's – it's – right.
Q I mean let's just get –
A My name's on this letter regarding a censure, so, to me, this letter going out to other parties is defamatory.
Q Okay. So your position is that because this letter says the word "censure" and has your name on it,

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it's defamatory?
A To me, defamatory; yes.
Q Okay. And your position is, the fact that you were censured is defamatory to you?
A It was a censure. The fact it was censured, yes, is defamatory, because it's done for no reason.
Q Okay. Well, let me just get you to focus on Ravenel Associates. Other than sending this letter April 10th, 2012, is there anything else that you're alleging Ravenel Associates did that you believe was defamation? I'm just talking about Ravenel Associates.
A I don't know what else they have done at this time.
Q Okay. Well – and I'll represent to you – and we'll go through the pleadings – the only thing that's pled is this letter, against Ravenel.
A Okay.
Q So there's nothing else; correct?
A Okay.
Q Is that –
A If that's – the – the Complaint is correct.
Q Okay. All right. And as far as this letter, the only inaccurate on this, substantively, is the fact that your position is that the motion to censure you wasn't made on April 16th, 2012; it was April 24th, 2012.

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Is that correct?
A It is -- yes. The timing of the -- the censure is incorrect.
Q Because you were censured?
A I was censured.
Q Okay.
Okay. What happened after the April 24th meeting? You were censured. I mean --
A I was censured. And I think it was two days -- two or three days later, I had already contacted Joe within that time frame, and met with him three days later to discuss this.
Q You contacted who?
A Joe Condon.
Q Oh, okay. Don't tell me anything that you told your lawyer. And I don't need to know when you contacted him.
A Okay.
Q I'm sorry.
Okay. So you went a saw a lawyer. That's fine. And don't tell me anything he said throughout any of these questions because I don't want to know.
After the censure, what happened vis-a-vis the board or the Malaras? What's the next event?
A The next event was to continue to ask for a

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basis for the censure, the reasoning, a -- anything in writing. Never was it forthcoming. I asked for another meeting. Not forthcoming. I asked for just continue discussions, e-mails, that just -- referring to not only the basis for the censure, but also the minutes of the prior meeting.
I was told by Shawn Tool that they had no other minutes. I was told that there would not be another meeting and that they were not going to discuss this any more. And so, given all that, they we continued to send -- let me back up.
We continued to try to work with the board and -- and stay on. It was end of May or -- May or June, beginning of June, that it just seemed as if -- well, Nadine -- I didn't know it was her at the time, but they were scheduling now a meeting to have me removed as the ARB chair, still. And so they were organizing a meeting for that.
And so, obviously, there was going to be a conflict here with me going to seek counsel, and they were going to be, obviously, difficult, that I went and resigned in June. July meeting, I made a statement with support to ask for the basis of their -- their censure. I asked for any -- anything in writing that they could provide for that censure, and I referenced the memo of

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counseling at the end, being counseled for something that had already taken place, but, also, all board members had attended, but just they referred to me as being counseled.
And although in their complaint they said that they gave me justification, there was none that I received. That's the extent.
We -- we sent letters to them beginning I think either in July or September, to -- to remove the censure, certainly remove those minutes off the internet, as we claim that to be defamatory as you can search for those things, and continued to send letters until they -- I think by the third letter, we -- we said we were going to bring a lawsuit.
Q Okay. What's on the internet? I haven't looked. What can you find on the internet about --
A You can find all the minutes.
Q Just the minutes?
A Anything that's been posted, you can bring up.
Q Okay. And where do you go to find them?
A Google.
Q Google what? Give an example.
A Google.com. Do a search.
Q For what? What would you search?

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A You would say Village Green, Matt Dawson. Just -- anything that's going to have search terms that's going to be -- that can reference the documents that's been posted.
Q I mean at that point, the meeting minutes would come up --
A Yes.
Q -- to find?
A Yes.
Q Have you done that?
A Yes.
Q Okay. Can you find the April 10th letter?
A That's not posted on the internet.
Q That's not posted on the internet? And let me be clear for the record: Defendant's RRFP 0007, it's your testimony, is not posted on the internet; is that correct?
A To my knowledge. It's not on the -- the Village Green, so.
Q To your knowledge, it's not on the internet; correct?
A To my understanding, it's not.
Q Okay. To your knowledge, has this letter, Defendant RRFP 0007, ever been shown to anyone other than David Malara, Virginia Adrihan, or their counsel, or

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members of the board?
A I don't know if they've shown it to anyone else.
Q Do you have any evidence that this letter has been made public to anybody other than those individuals I just mentioned?
A I don't have evidence that it's been.
Q Okay. So that's a no? Is that correct?
A We do have one witness that is aware of the -- evidently, aware of the lawsuit, so maybe they have a copy. I don't know.
Q Yeah.
A But I'm saying I don't know.
Q Okay. Let me just ask you just generally, who does the property manager work for?
A The property manager, Bob Cherry?
Q Well, no, no; just -- well -- well, yeah. Let's talk about Village Green and Ravenel Associates. Who does the property manager work for? Is the board, the property manager's client or boss?
A They work for their client.
Q Who's the client?
A Village Green.
Q Okay. Village Green Homeowners Association. The board is, in effect, the client of the property

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manager; is that correct?
A Yes.
Q Okay. And the property manager's job is to manage the Homeowners Association in accordance with the board's wishes; is that correct?
A Well, I don't know the specifics of the contract they would have made. But it would be my understanding that they would manage -- do just that: Manage the community and offer not only bookkeeping services but also guidance on -- on governing laws and regulations, although the board should be aware of those.
Q Well, the board is kind of the boss? They tell what -- they tell the property manager what needs to be done and how they want to do it; is that correct?
MR. MIMS: Object to the form.
MR. MacKELCAN: Object to the form.
You can answer it. I'm sorry.
A And I -- I just don't -- don't know the relationship, whether they counted on them to do their job or --
BY MR. FERDERIGOS:
Q Okay. Let me get a little more specific.
Do you agree that the relationship between Village Green, the Homeowners Association and the property manager, Ravenel Associates, would be governed

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by the agreement between those two parties?
A It would; yes.
Q Okay. Have you seen that agreement?
A I think we reviewed it, but.
Q Okay. And let me just show you -- and I'm not going to mark it, but this was provided in -- it's not Bates-stamped, but this is in discovery responses that we received from you. Ravenel Associates, Inc. Association Management Agreement dated December 31st, 2010. Go ahead and look at that for me.
A [Reviewing.]
Q Let me start off with, have you had a chance to review that, before?
A If it was passed along, then it would have been part of the package that I would have reviewed.
Q Okay. Now you agree that that agreement is what governs the relationship between Village Green and Ravenel Associates as far as what Ravenel is to do and what Ravenel is not to do?
MR. MacKELCAN: Object to the form.
A If this is the -- the contract at the time, then -- then I guess I would agree that this is the -- their agreement.
BY MR. FERDERIGOS:
Q Are you aware of any other contract between

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Ravenel and Village Green?
A I'm not aware of any other contract.
Q Okay. Have you had an opportunity to review the covenants and restrictions of Village Green and the amendments?
A Yes; I have. I've read those.
Q Okay. And I want you to take all the time that you need. Can you show me in there where it says that complaints are confidential? And by "in there," I mean the Ravenel Associates Management Agreement. Does it say in the agreement that Ravenel is to keep any complaints confidential? Take all the time you need.
A [Reviewing.] I don't see anything.
Q Okay. But you agree with me that there is no --
MR. CONDON: Phil, why don't you mark it as an exhibit?
MR. FERDERIGOS: It's my only copy.
MR. CONDON: I'm sure they've got copiers here.
MR. FERDERIGOS: Yeah. Let's go ahead and mark it as an exhibit. That's fine. Defendant's Exhibit No. 2.
(Ravenel Associates, Inc. Association Management Agreement (8 pages), Defendant Ravenel Associates, Inc.

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d/b/a Ravenel Associate's Exhibit No. 2 is marked for identification and made part of this deposition.)
BY MR. FERDERIGOS:
Q Now this Defendant's Exhibit No. 2 is the Ravenel Associates, Inc. Association Management Agreement; correct?
A Yes. That's what that is.
Q Okay. And you agree that there is no – theres' nothing in this agreement and there's no provision that says that Ravenel Associates, Inc. is to keep any complaints confidential from anyone; is there?
A There's not a section on that.
Q Is that accurate?
A It's accurate.
Q Okay. And do you see on Page 3 or 8, Administrator, one, it says the manager shall confer freely and fully with the board and officers of the Association when so requested by them, in connection with the performance of the manager's duties? And you agree that's in the agreement?
A That's in the agreement.
Q Okay. Number 6 on Page 4 of 8: The manager shall assist the board and officers of the Association in the enforcement of the rules and regulations adopted by the Association; do you see that? Is that –

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A Yes.
Q Okay. And the manager's going to assist the board in that; is that right?
A That's what it says.
Q Okay. And then Page 6 of 8: To designated that the board – under the subsection paragraph – I'm sorry. Under the section Board's Obligations, it says see – that one of the obligations of the board is to designate a single member of the Association who will be authorized to deal with the manager on matters relating to the management of the Association. However, the manager will respond to reasonable requests for information and action from all members of the Association insofar as such requests fall within the manager's responsibilities under this agreement. Do you see that?
A I see that.
Q Okay. Who's the single member who is designated by the board, at least when you were on the board, to coordinate with the property manager? Is it te president?
A They have no individual that was designated.
Q Well –
A So anyone could contact the –
Q Anybody on the board?

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A Sure.
Q Okay. And I just want to make sure that my understanding of how the Homeowners Association and a property manager works, comports with how your understanding is, as far as how it works. The property manager assists the Homeowners Association board in implementing the decisions that the board makes. Is that accurate?
A That should be the way it works.
Q Okay. A property manager cannot refuse to give information to a board member? Can't keep secrets from a board member; is that correct?
A According to the contract. That's not – that's not how they received the complaint.
Q No. I mean – just answer the question, if you can, and then we'll get into the details. Can a property manager keep secrets from a board member?
A They shouldn't.
Q Okay. It would be bad; is that correct?
A Yes.
Q A property manager has an obligation to tell board members information and provide board members the information; correct?
A Yes.
Q Okay. As a matter of fact, the property

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manager doesn't make any decisions about issues, per se, but it's the board that makes the decision and then the property manager implements those decisions; is that correct?
A That should be the way it works.
Q Okay. So when there is a complaint about something or somebody, does the property manager take that complaint to the board members and then they have to decide how they want to deal with that complaint; is that accurate?
A That should be the way it works.
Q Okay.
A There's a – they had no processes in place, and I think –
Q Okay.
A – that's where we'll go to the details.
Q Right. But the property manager can't willy-nilly make decisions about issues such as complaints. It's the board members that have to make a decision, then the property manager implements the decision the board makes; is that correct?
A Between an action and what they should be doing are two different things. So what they should be following is – is contracts and policies and procedures. Whether they did or not, I think that's the question.

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Q Well, I'm still just kind of trying to get from you how it's supposed to work. Do you agree that a property manager is supposed to take a problem or a complaint to the board members for the board members to discuss and make a decision, and then after they make a decision, then the property manager implements that decision?
A Yes.
Q Okay. The property manager can't resolve issues or make decisions on his own unless the board allows him or her to do that; correct?
A In a perfect situation, that would be correct.
Q Is that yes?
A Yes.
Q Yes. So if there's a complaint of a homeowner against another homeowner, correct, isn't it the responsibility of the property manager to take that complaint to the board members and say this is what's going on; what do you want me to do?
A It depends on how they receive the complaint.
Q Well – and, generally, that's accurate, though; correct?
A If it was – if they had an e-mail account that they could send complaints to that didn't say we

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would hold this information in confidence, then, yes; they ...
Q Okay. Are you alleging that there was an e-mail that said that they would hold complaints confidential, that there was something – a disclaimer – a –
A The complaint was made through the Ravenel web site that stated that all information would not be sold, bartered, would be held in strict confidence.
Q To third parties?
A Anyone's.
Q That they wouldn't sell –
A Anyone's.
Q – your information?
A To anyone; yes.
Q Okay. I haven't seen a copy of that disclaimer. Have y'all provided that?
A We have a copy of the web site.
Q Okay. I haven't received that in discovery.
MR. CONDON: I – I don't – off the Ravenel web site?
MR. FERDERIGOS: Uh-huh.
MR. CONDON: Yeah. I don't think – I don't have that physically with me.
MR. FERDERIGOS: Okay.

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BY MR. FERDERIGOS:
Q So I just want to make sure I understand. It's your position that whatever's on that web site, that what that web site says is they will keep that information confidential, is what you interpret it to mean, that they will not –
A Disclose.
Q They will not disclose that information to board members?
A To anyone.
Q And that's how you interpreted it?
A That's what it says.
Q Okay. Well, I have reviewed that, but I disagree with what you say it says.
A It says would not be –
Q That's how you interpreted it?
A Information – it – it says that it would not be sold, bartered, all information be held in confidence.
Q And you interpreted that, that paragraph on that web site, to mean that Ravenel – let me ask my question. That Ravenel Associates would not tell the board members of any complaint and it would keep everything about the complaint confidential; is that what you're saying?

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A The expectation would be that the individual, since we were the neighbors, to be held in confidence, as it says in the web site, where the – where the information was typed in and directed to Bob Cherry, that the complaint would be dealt with but the information of who sent the complaint would be held in confidence.
Q Right.
A So the whole ...
Q Okay. Does the phrase, "We respect your privacy. You can contact us with confidence because we do not sell, trade, barter, share or make available your contact information to anyone, for any reason;" is that what –
A That sounds –
Q Okay. Now, did you review that language before your wife –
A Had revised that.
Q Okay. So let me ask you this: Did you review that language that I just read, before your wife made the complaint?
A I was not present.
Q Okay. Did you and your wife talk about making the complaint through this Ravenel web site?
A No. I was not aware of –
MR. CONDON: Why don't you print it out?

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(At this point there is off-the-record discussion.)
BY MR. FERDERIGOS:
Q So it's your position that your wife interpreted that to mean that if there was a complaint made via this web site, that Ravenel Associates would not disclose contact information to the board members?
A That is correct.
Q Okay.
A That would be held in confidence.
Q Okay. But we've already covered how a property manager can't keep secrets from board members; correct? So what you're – is that accurate?
A Is that not a contract or – to the individual submitting information?
Q Well, I ask the questions. Yeah. My question to you is –
A We covered that in the contract.
Q Yeah. But – well, but a property manager can't keep secrets from the board members; correct?
A If – well, according to the contract.
Q Right. And your wife interpreted that provision to mean that Ravenel Associates would not tell the board members who the complainer was and what the complaint was? That's what –
A That was – it's interpreted that it be held

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just that: In confidence.
Q Okay. Not that they wouldn't sell your contact information to some third party?
A Whatever it says. We – we're leaving it up to them to follow the – the statement that they made.
Q Okay. So is that what the, quote-unquote, "breach of confidentiality" –
A Yes.
Q – claim is all about?
A Yes.
Q It's that web site disclaimer that they don't sell, yada-yada-yada, whatever it said? That's what you're basing the break of confidentiality claim on?
A And they admit to it.
Q Okay. Well – yeah. I was going to ask you about that. You were on the board and Malara was on the board. He was the president and you were the treasurer; correct? So y'all were two of – what; five or six board members that Bob Cherry, Ravenel Associates, reported to?
A Yes.
Q Okay. And I mean did y'all consider – did the board consider themselves to be, well, a client of Ravenel Associates, but also the board as far as directing Ravenel Associates what to do and what not to do?

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A As we – as we discussed, based on the contract.
Q Okay. Other than that language that we just cited to right now about the sell, trade, barter, is there any other written policy or – any other policy or anything that you believe shows that there was a confidentiality provision that was applicable to any complaints?
A That's the only breach that I'm aware of.
Q That's the sold basis for that cause of action, for your allegations or your wife's allegations of breach of confidentiality; is that correct?
A Yes.
Q Okay. There's no other policy that you're aware of that Ravenel had or Village Green had?
A I'm not aware of any.
Q Okay. All right. And again, it was your wife that submitted the complaint, not you?
A Yes. That is correct.
Q On the Ravenel web site; correct?
A That's correct.
Q Okay. You didn't take a complaint via that web site?
A That's correct.
Q Correct? Okay. Do you have any evidence

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that other than submitting through that web site what your wife submitted, do you have any evidence that Ravenel Associates did anything else wrong in regard to this breach of confidentiality claim that your wife has?
A I'm not aware.
Q Okay. And I guess – I'm just asking. There's no other instances of breach of confidentiality that you're alleging, just this one complaint, the November 2011 complaint submitted via the web site; correct?
A Yes.
Q Okay.
Now as far as the November 17th, 2011 letter from Jules Deas – D-E-A-S – and Bob Cherry, Associate Manager, where it says, I, Bob Cherry, want to personally apologize for the "breach of confidentiality" I created by not handling the confidential complaint in a professional manner. I hope you will accept my apology and let me know if there is anything I can do to remedy the situation, and then it goes on.
I mean this letter that he sent to you is basically a letter to board members, apologizing for what happened; is that correct?
A Repeat the question. Who's – he's –
Q November – does November 17th, 2011 – he's

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apologizing for what he says is, quote, "breach of confidentiality," close quote, to two board members, which are, in essence, the clients? I mean you were --
MR. CONDON: Object to the form.
BY MR. FERDERIGOS:
Q Go ahead.
A He is apologizing; yes. Yeah. He was apologizing to people on there that are board members.
Q Right.
A But are residents.
Q Right. Two board members and two residents?
A Yes.
Q All right. Is Virginia --
A Well --
Q Is she a member of the Association?
A No.
Q She doesn't own the property?
A Excuse me. She owns, yeah, 50 percent, so she is a resident.
Q Okay. So it's all -- all of Malara, Adrihan and you and your wife; y'all are all residents and homeowner members?
A Yes.
Q Homeowners Association members; correct?
A Yes.

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Q And this -- this is a letter, basically to two board members, from Mr. Cherry --
A To residents that happen to be board members; yes.
Q Yes. All right. Who asked them for this letter?
A I asked them to -- I think we both asked for -- for an apology letter.
Q So you have, basically -- you, as a board member who, in layman's terms, would be Mr. Cherry's boss, ask for an apology letter, and Mr. Cherry gave you an apology letter?
A We weren't -- I didn't feel I was in the capacity of a board member, at that time.
Q Were you a board member, at that time?
A No, no. During this instance. I mean I was a board member, but I wasn't acting in the capacity as a board member in trying to resolve this, this situation. The -- the letter was to, again, acknowledge the fact what they had done, with no idea of repercussions from what they have done, at the time. Because they -- you can see; that letter was dated like November.
Q November.
A And repercussions continued throughout -- until today.

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Q Okay. So November 17, 2011, you demanded Ravenel Associates issue this apology letter?
A We asked for it.
Q And you were a board member, at that time; correct?
A I was a board member. I didn't ask in a board member capacity.
Q Okay. But you were a board member?
A I was a board member.
Q And so was Mr. Malara -- or he had resigned, at that point?
A He could have been technically resigned, at that point.
Q Okay.
MR. MacKELCAN: Do you want me to make a copy of that web site?
(At this point there is off-the-record discussion.)
BY MR. FERDERIGOS:
Q Okay. You don't have -- or do you have any evidence that Ravenel told Malara that you made a complaint against him?
A No; I -- it wouldn't be. I didn't make a complaint.
Q Okay. And at the time that your wife submitted the complaint, both you and Malara were board

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members?
A Yes.
Q Now pursuant to the agreement that we reviewed, the Ravenel Associates, Inc. Agreement, would which you agree that Ravenel Associates had to provide information to the board?
A Regarding the complaint; yes.
Q Okay. And I guess when a decision needs to be made, the entire board votes on an issue and the majority --
A Yeah.
Q -- controls?
A Yeah.
Q Is that typical?
A That's typical.
Q Okay. I mean the president -- can the president do whatever he or she wants, or does it have to be put up to a vote of the board?
A It's going to be put up to a vote.
Q Okay. So in order to resolve this complaint, this complaint that was made, the board members would have to make that decision about how to resolve it; right?
A They would be notified of the complaint.
Q Is that correct?

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A That would be correct.
Q Okay. See you have a complaint from one board member, or his wife, against another board member, in this situation; is that correct?
A Repeat that.
Q In this instance, you had a complaint from one board member – or is wife – you – against another board member, the president, Malara; is that correct?
A I don't see it that way. I see a resident who was married to a board member had sent a complaint about their neighbor who also, one party of that household is a member – a board member – and the other one is not.
Q Right. So we basically have – and I'm going to lump y'all together. Okay? You and your wife. You're a board member, and y'all are complaining against the Malaras, who's a board member; correct?
A I support my wife's complaint, but I didn't make the complaint.
Q Okay. No; I – I'm with you on that. But you were – you agree with it. And you had the same problems with the Malaras; correct?
A I – I agreed, after I found out that it – that it took place.
Q Okay. And you have the same issues with the

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Malaras; correct? You have the same complaints with them?
A I agree that the complaint – that there were violations that were trash build-up and that sort of thing.
Q Did your wife talk to you before she sent the complaint?
A She had mentioned whether – she was debating on whether to do – to send the complaint or not, and that was the extent of it. I was – I left – I think before we even – we didn't have a discussion on it; let's put it that way.
Q Okay. She was upset with the trash and everything else that was mentioned in the complaint and said, "I think I'm going to make a complaint," to you; is that correct?
A She had said that she – she might.
Q Okay. Did she discuss it with you before she sent it off?
A No.
Q Okay. Now when a complaint is made such as this, irrespective of the parties, would the board members be told about the complaint and then make a decision about it?
A Not in this case in particular.

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Q But let's say there's a complaint – you know; a homeowner complains against another homeowner. I mean at that point, the board members need to be advised of the complaint and make a decision; right? On how to resolve the issue?
A If – resolve it based on the governing documents.
Q Right. And if a board member looks at a property manager and says, "Who made the complaint," the property manager has to tell the board members; correct?
A If – following that contract, but not the contract that we have seen on the web site.
Q Okay.
A That's where it was disseminated.
Q And your position is that the web site itself created an independent contract between Ravenel and your wife, is what your position is; is that your position?
A I would agree.
Q I mean that's your position; correct?
A I – I would – yes, say yes.
Q Okay.
A If there was an agreement there by Ravenel and my wife.
Q But you would admit that Ravenel has a contractual duty with the board, right, that if there's a

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complaint against somebody, that Ravenel has to advise the board of it so the board can resolve it; correct?
A The complaint, not the contact. I think that's what we're –
Q Okay. Well – but my – but you would agree that they have to advise the board of the complaint to resolve –
A They have to notify them of a – of a complaint, to be able to resolve it.
Q Okay. And then if the board member says I want you to tell me who the complainants are and where they live, Ravenel has to tell the board members; correct?
A I think they put themselves in a – in a difficult position because, according to that, there's a confidentiality agreement.
Q Well, that's what you – that's what you're interpreting to be a confidentiality. But under the management agreement, it's crystal clear; correct?
A That's – just as that web site.
Q Well, I disagree with your interpretation. I think it's – well, we'll talk about that later.
A Okay.
Q But setting aside what's on the web site, according to the management agreement, right? And you

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were a board member at the time, and you had the opportunity to review this management agreement, you knew that any complaint that was made would go in front of the board?

A A complaint would go; yes.

Q Yeah. And you knew – correct? And you knew that if one of the board members said, "Who's the complaint about," right, "and who made the complaint," that Ravenel would have to tell that to the board; correct?

A I wouldn't have known in detail the contract, at the time. But I do know that if there had been complaints that names – my time on the board, although there were complaints filed, I was never aware of who the parties were. In – in fact, we – board members weren't even aware of the particular details of the financial situations with the board and – and Ravenel, concerning residents, so.

Q Well, let me just – let me just ask you –

A We're not given – that – my time on the board, we've never received –

Q Let me just ask you directly. If –

MR. CONDON: I'd just ask you to let him answer.

MR. FERDERIGOS: Sure.

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BY MR. FERDERIGOS:

Q If a board member were to ask the property manager, "Tell me who made the complaint," can the property manager say, "I'm not going to tell you that, board member?"

A It's going to follow the contract. I guess he would have to be – I'm assuming, and follow the guidelines.

Q Okay. You're saying to follow the Ravenel Associates' management agreement?

A But I think that you would have to follow where he received the complaint from, not through a process that was established by the Homeowners Association, because there wasn't any written policy that's been handed out to residents. It's – it's – any policy is obscure. It's just –

There's no written policy on how a complaint is to be held. That's why – when my understanding, when Kateri went to this web site, it was clear to her to be able to contact Ravenel and that, given that we were neighbors, be – to hold that information confidential, so.

Q So what is your – and I don't care what your answer is; I just want to get an answer. If a board member looks at the property manager and says, "Tell me who filed the complaint," does the property manager – are they required under Ravenel Associates' management agreement, to tell the board member who the –

A I think –

Q – complainant is?

A They would be required to tell them where they received – how they received the complaint, and answer accordingly. And I don't know whether they would want to break at that time or – or uphold that statement.

Q Okay.

A And violate this contract. That would be a decision they'd have to make.

Q Let me make it a little clearer. And I want you to make an assumption. Assuming that that – you know, the disclaimer language was not there – let's take the web site out of it. At that point, if a property manager were to – if a board member were to look at a property manager and say, "Tell me who made a complaint" – forget the web site. At that point, would the property manager be required to tell the board members who made the complaint?

MR. CONDON: Object to the form.

BY MR. FERDERIGOS:

Q Go ahead.

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A To my understanding, it appears that it would have to, according to the contract.

Q Would that be a yes?

A They'd have to adhere to the contract; yes.

Q Yes. Gotcha. It took a while, but we got there.

And you would agree that a property manager is to report all activities and issues concerning the Association to the entire board and the board members?

A I would agree; yes.

Q Okay. And is that kind of common knowledge? People know that?

A It should be; yes.

Q Okay. So if you're a member of in a homeowners association, shouldn't you know that whatever you tell a property manager is probably going to be told to the board members?

A It depends on the direction of the information, where it came from.

Q Okay.

A Again, I –

Q Setting aside –

A I'm –

Q Let me ask, because I'll cut through to the chase. Setting aside the web site, and – okay.

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Assuming there's no web site, okay? In that situation, isn't it pretty clear that a homeowner should know that anything that is reported to a property manager will probably be reported to -- will be reported to the members of the board who need to make a decision?

MR. CONDON: Object to the form.

BY MR. FERDERIGOS:

Q Would you agree with that?

A Yes.

Q Would you agree that it is improper for a property manager to tell one board member information about the Association but refuse to tell other board members about that information?

A Yes.

Q Okay. Would you agree that by being on the board, you have a right to information from the property manager, about the Association?

A Yes.

Q Okay. Would you agree that a property manager has a duty to share all Association information with the entire board?

A Again, we are putting off to the side the web site?

Q Yes.

A Yes.

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Q Okay. And would you agree that if there is a dispute between two board members about an issue, that the property manager can't hide information from one board member or the other?

A I agree. They should.

Q Would you agree that a property manager doesn't have the authority to resolve issues, but, rather, the board is the one that makes the decision and the property manager implements the decision of the board?

A Yes.

Q Okay. Would you agree that property managers basically do what the board tell them to do?

A They should; yes.

Q Okay. Now I understand that the breach of confidentiality claim is about the web site and the complaint that was made via the web site and the fact that Malara, as the president, was forwarded the e-mail that had the contact information; correct?

A Yes.

Q Okay. Absent that -- and I understand that -- do you have any evidence what Bob Cherry did or Ravenel Associates did, was in bad faith, fraud, self-dealing, or unconscionable conduct?

A I can't answer that. I don't know.

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Q Okay. So I mean I understand that there was an e-mail that was forwarded. But other than that, you don't have any evidence that Bob Cherry was acting in bad faith to get you or your wife -- you know, to harm you or do anything of that nature?

A I'm -- I'm not aware.

Q Okay. Now we've been talking at length about what would happen, generally. I haven't even gotten to the documents yet. But you and Mr. Malara had lot of issues and run-ins and argument about different things that's reflected in these -- you know, in this paperwork.

One of the things your lawyer mentioned was that there was a videotape. When was that? Was that one of these times that we've talked about?

A First of all, we had no -- ever since that one confrontation on March 16th, there's -- I've not engaged in any contact. It's just events that have taken place. Now the video itself was the day that I was to be deposed in January, that morning, leaving. The video is -- is cut short, but -- because his rant had already finished by the time I was able to -- to record.

But I -- he was at the -- the property line while I'm in my driveway, and he's talking -- or rant -- ranting on, I have no credibility or I'm not -- I have no "integrity," I think was the term used, and just kept

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going off. And then, basically, it's standing on my property, challenging me to approach him.

But near the end -- I mean it's just -- the video basically is just a -- almost just a picture of him at the property line, just -- you know. You can see where I'm at. You can tell the cars in front of me. And he's standing at the property line.

Q So it's a video of him at his property line?

A Just finishing his -- his, you know, verbal abuse.

Q Did you take out a cell phone and start recording him, or how did you --

A Well, as soon as I really grabbed my cell phone and started, he had already finished, finished up. You just hear the -- the end of -- the last word of two that he made, and then he's just standing there.

Q And you're videotaping him?

A Yeah.

MR. CONDON: It's just a couple seconds long.

A Yeah. It's not really ...

BY MR. FERDERIGOS:

Q Okay. And he was -- came up to his property line and started saying things to you --

A Yes.

Q -- like you just described. And then you

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decided to take your video camera out and start recording him, and then he just sat there and that was it?
A Yes.
Q Okay.
Now look at the Complaint, Paragraph 34. Let's talk about -- okay. Let's just talk about each of these tings that are specifically listed in your Complaint, so I just want you to talk about them.
It alleges the, you know, hostility and the imitation, harassment and annoying of Malara of you and your wife, I presume?
A Yes.
Q Okay. A, putting handcuffs on the side of a neighbor's fence, facing the Plaintiff's home?
A Yes.
Q Tell me about that.
A He had bracketed handcuffs to the side of his -- the corner of the fence that faces our house, which is just -- almost right across from our side garage door.
Q Okay. Who owns that fence?
A He owns the fence.
Q So he put handcuffs on his fence?
A Yes.
Q But then he put the handcuffs facing your

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property?
A They're facing our property.
Q They're not facing his property?
A That's correct. They're on the outside of the fence.
Q So there are handcuffs on the outside of his fence. And you find that to be harassing?
A They're handcuffs.
MR. CONDON: There's a picture there.
MR. FERDERIGOS: Okay. Right. I'm just asking questions. We'll get to it.
A And I'm sure there's a progression here that led up. Those handcuffs went up the day that -- when I was supposed to be deposed in January. So this is a year or so after the break of confidentiality. And there were other events.
BY MR. FERDERIGOS:
Q Okay. And you were supposed to be deposed in the Village Green case, but then that got continued or something?
A Yes.
Q Okay. So the day you were going to go be deposed, the day that you did that video?
A That evening. Yard markers, the flickering yard markers, and the handcuffs, and a -- a 24-hour

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surveillance sign in his kitchen window, facing ours.
Q So that evening in January of -- what year? Two thousand and --
A '14.
Q '14. That's when the handcuffs --
A Yes.
Q -- came out? Okay.
Putting a blinking light -- this is B. Putting a blinking light on the property line between the Plaintiffs and the neighbor and putting other markers along the property line. You find that to be harassing?
A Yes, because they're not within ARB guidelines, too.
Q Okay. And he put -- this is a blinking light on his property line?
A You have pictures of -- of the lights.
Q Can you just describe them for me? We'll look at that in a little bit.
A Yes. They -- they don't look like they should be in a yard, you know. They're just yard -- got a post stuck in between what would be determined to be the property line.
Q Okay. And when did all that happen?
A That happen I guess the evening of the -- of January 2014.

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Q The day of the deposition and the video?
A Yes.
Q Okay. So you took out a video and you're recording him. And then after you did that, the handcuffs and the blinking light come out?
A Evidently, that evening.
Q That evening? Okay. But before that -- before that, there were no handcuffs or any blinking lights, that you're aware of?
A Those blinking lights happened to be over -- I think they were -- they were certainly there that evening; yes.
Q Okay. Tat evening. But not before, to your recollection?
A Yes. I know he -- he had them beside his driveway, but I'm not sure if that was before or after.
Q Yeah. But this is after the litigation with Village Green was filed and on the day that you were supposed to be deposed, which was January --
A It was Jan -- this happened January 2014.
Q 2014. Okay.
C is putting up cameras focusing on the Plaintiff's property with a sign facing the Plaintiff's property, "24-Hour Surveillance." When did that happen?
A The cameras went up in -- after March 2012.

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Q Okay.
A And they have -- on a continuous basis, all the cameras face towards our property.
Q Okay. And when they went up, you send the text. And then after you sent the text, that's when he turned it to face your property?
A Well, he finished -- as I mentioned, they weren't completely up, so.
Q So you don't know?
A So you -- I don't know when, exactly.
Q Yeah.
A Shortly after that, they -- they were -- had a greater degree of turn for a while until, you know, we had made complaints with the -- the police department.
Q Okay. And we already talked about that; correct?
A Yes.
Q Okay. And they told you there's nothing they can do, the Police Department?
A Nothing they could do.
Q Okay. When did the sign facing the Plaintiff's property, "24-Hour Surveillance," go up?
A That could be seen January 2014.
Q As your deposition date?
A It just -- a coincidence; yes.

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Q Okay. So out of what we've covered so far, the cameras were before. But then on the date of your deposition, are these new things that are happening?
A Those are new things; yes.
Q Okay. So the 24-hour surveillance was a new item?
A Yes.
Q Okay. Putting up No Trespassing sign and a No Gaming sign on his property; do you find that harassing?
A It's -- they're not in ARB guidelines. And, also, yes; given the history we had before, before 2011, November 2011, yes; we find that -- we did find that offensive and harassing. A No Gaming sign, No Hunting Or Fishing; that sign being put up -- you should have a video of that. That went up right after the fence was erected, so. Those signs. And he had a yard marked in -- in the yard, as well.
Q Are these signs on his property?
A They have since been taken down. And I'm not sure of the time frame, but.
Q But they were on his property?
A That's correct.
Q Okay. Threatening the Plaintiffs with arrest; tell me about that one.

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A That would be the -- not only that March 16th, but the day that the -- he turned in our cat to the animal control. I went -- when I got home from work, got the notice, and it said that he was scratched or harmed. He went to the medical facility. So, you know, I tried to feel as if -- I'm going to find out if he's okay.
We went to the hospital or clinic after this cat that you handled for three or four years now have -- has done some harm to you, so. I went over next door and rang the doorbell and knocked on the door. I could hear them inside but they wouldn't respond.
That evening -- this was October 2013.
Q I was going to ask you, when is this?
A In --
Q October of 2013?
A Yes. And so when I was -- we were getting ready to leave state the next day, so I'm out cleaning the -- our cat's pan. And a police officer shows up and -- and says that, basically, there's, you know, a trespassing order on you, and so if you're found over on his property again, you're -- you're under arrest.
Q Okay. So he filed a trespass order against you --
A Yes.
Q -- in October of 2013?

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A Yes.
Q Okay. And how was the cat and animal control involved? You'll have to clear that up for me a little bit.
A He -- our cat, ever since he moved in, has become infatuated with our cat and took -- you know; he would treat it well. And he had claimed that our cat -- which again, he's handled for years -- scratched him enough to -- for him to go seek medical attention.
Q So October of 2013; correct?
A Yes. I believe that's --
Q Okay.
A Either -- I want to say '12. October of '12. I think I've got my year --
Q Okay. 2012. So he's saying that your cat scratched him?
A Yes.
Q Okay. And he called animal control?
A Animal control.
Q Did they come get your cat?
A No. We -- we left that morning to leave -- leave the state. And we'd been in contact with animal control during that time. And then we addressed it after work, where we had to quarantine our -- our cat and -- for, you know, ten days or whatever it was, and make sure

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that he had his rabies shots. We – we – of course, that was already taken care of.
Q Did animal control come out to your house?
A Yes. We – we talked to them.
Q Okay. Because Malara called them?
A He had reported the – you know, the incident to animal control; yes.
Q Okay. And then animal control came and said does the cat have his shots and this, that and the other?
A Yes. They needed proof of his rabies shot.
Q Okay. And then what happened?
A We gave them proof of his rabies shot.
Q And then what happened?
A We quarantined the cat in the garage for the required number of days.
Q And then what happened after that?
A We stopped quarantining our cat.
Q Yeah. But I mean any other issues –
A There was –
Q – with the cat, after that?
A With the cat; no.
Q Okay. And how did it comes about that you were threatened to be arrested for trespassing? How did all that –
A I went – once I found out – when I came

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home, I had a notice on my door about the animal control, and – and it was written up that he was, you know, hurt. And I think they came by that evening, too, and talked to us. I know we tried calling him, I think that night. And so knowing how he always handled the cat and played with the cat and – so for him to have to go seek medical attention, I was human and concerned and went over to find out if he was okay and, you know, just what was the situation.
Now nobody answered the door. I didn't talk to anybody. I came back home.
Later that evening – like I said, I'm out in the garage, the side garage door, and a police officer shows up to tell me there's – there's a trespassing order that was placed on me.
Q Okay. But you did go on his property; is that correct?
A I did.
Q Okay. And this is given the history that you've already had that we've been talking about?
A I -- given the history, I -- I still felt it was – if I did nothing, then I think that would look just as bad as not going over there and finding out – again, he went to – it seemed severe enough that he went to something severe enough that he went to a medical

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clinic, so I wanted to find if he was okay.
Q Okay. Why didn't you just send him a text?
MR. CONDON: Object to the form.
BY MR. FERDERIGOS:
Q Okay. So has he – when's the last time – is that the last time you went on his property, Malara's property?
A That would be the – that would be the last time and – and the only time that – yeah. That was the last time; yeah.
Q When's the last time Malara or Virginia came on your property?
A To my understanding and awareness, that would be that Saturday in November. Let's see. That would be ...
Q Okay. What year was that?
A 2011.
Q Okay. Now we've covered some of the allegations that you just testified about: The handcuffs, the blinking lights, the cameras, the trespassing sign, the No Gaming sign. Do those actions that Mr. Malara is taking; do those seem reasonable to you?
A Actions, as putting the – the markers up, the handcuffs and the sign?

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Q Yes.
A It's not reasonable.
Q Okay. The hostility, intimidation, harassment and annoying; does that seem – that you allege Mr. Malara is doing to you and your wife; does it seem reasonable to you?
A It's – in what – what a reasonable – if somebody was going to harass, it would be a reasonable level of harassment?
Q No, no. Do you find that –
A I don't find it reasonable at all, that someone should –
Q Right. Well, what I'm saying is, the harassment, intimidation, everything that you're alleging, do you find those actions to be unreasonable –
A They're unreasonable.
Q That Mr. Malara is doing? Is that correct?
A Yes.
Q Okay. You wouldn't expect that a normal, reasonable person would take such actions; would you?
A That's correct.
Q Okay. And just because your wife made a complaint about his property, would you agree that it's not reasonable -- or you don't think it's reasonable that any person, including Malara, would take the steps, the

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subsequent actions that he took that you're complaining about?
A Repeat the question again.
Q Yeah. Would you agree that just because somebody made a complaint about the trash on his property or made a complaint against him, would you agree that is not reasonable, and you wouldn't expect a reasonable person to take the actions that you accuse Mr. Malara has taken, just because somebody complained about his property?
A I don't know that – anything in regards to mental capacities of David Malara and how great a level he has taken the – the breach of confidentiality. But it appears that he is unreasonable in his actions, given the complaint.
Q Well, I mean yeah. I'm not trying to say anything odd. I mean I just want to find out if you agree, disagree, or what. But would you agree that the actions that Mr. Malara has taken, everything that you're complaining about, the handcuffs, the –
A They are unreasonable; yes.
Q The light, the cameras, the trespassing, the gaming, everything that he's done to you since that alleged breach of confidentiality, that those are unreasonable acts that you wouldn't expect a normal

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person to do; is that correct?
A That is correct.
Q Okay. Would you agree that's not foreseeable – and by that, I mean that you wouldn't expect someone, an individuals, to take the actions that Mr. Malara has taken simply because someone made a complaint about his property; would you agree with that?
A Yes.
Q Okay. So you would agree that the actions that Mr. Malara took after the alleged breach of confidentiality with Ravenel Associates, that all the actions that you've complained about are not reasonable and would not be foreseeable because they were so far outside the line –
MR. CONDON: Objection.
BY MR. FERDERIGOS:
Q – that no person would expect someone to act like that –
MR. CONDON: Object to the form.
BY MR. FERDERIGOS:
Q Like Mr. Malara did; is that correct?
A I – I have agreed that those are unreasonable actions.
Q Okay. And you agree with what I just stated?
MR. CONDON: Object to the form.

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A They're unreasonable in comparison – in regards to the breach of confidentiality.
Q And you agree with that?
A I agree.
Q Yes?
MR. CONDON: Object to the form.
A Yes; I agree.
BY MR. FERDERIGOS:
Q Okay.
Okay. Is Malara and his girlfriend responsible for their own actions, as adults?
A Adults are responsible; yes.
Q Okay. I guess my disconnect is, why – or how can you – well, let me just go right to the quick. Why aren't you suing them? Why aren't you suing the Malaras and his girlfriend for what they're doing? Why are you suing Ravenel Associates or the Homeowners Association?
A Ravenel Associates triggered the results of what's been happening. Assuming Dave Malara is – is – well, we already know what's been happening since November 11, 2011, and the actions he's been taking. But suing Dave Malara would just make things worse at this point.
Q But why sue Ravenel Associates? It's not

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going to –
A They were the reason for his behavior. They – they are connected to the harassment and the handcuffs, the sign, the blinking lights on the property lines, the broken lights that face towards our – our house, the animal control, the cat. And you even have a birthday card that even signs my cat's name to a birthday card that he's given to me that – you know; the trespassing order. These are all connected back to November 11, 2011.
Q Would you agree that Malara and his girlfriend, Virginia, are responsible for their own actions, or are they not responsible for their actions?
A They're responsible.
Q Okay. And your view is that Ravenel Associates is being sued because they are also responsible for Malara's actions and his girlfriend's actions?
A Information is to be confidential. In this – in this case, was to be – to prevent – we don't know how someone is going to react. And so they breached the confidentiality agreement, and – and now we are feeling the repercussions from somebody who – who – I don't know. They – they feel that they – that, for some reason, they – they cannot move past the fact that

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they had a complaint against them and move on, that they have to continue to be harassing towards us.
Q What good is this lawsuit going to do, other than money? I mean is that what this – are you after money? Is that what you're looking for?
A We're – we're after a resolution to help us get removed from the situation.
Q Well, how is this lawsuit going to help you? Other than money, what can this lawsuit accomplish?
A Ravenel is responsible and should take ownership of the – of this issue. Now we obviously are in a – in a situation where we can't live – continue to live like this, so. Their assistance is going to be needed to – to help us.
Q They're not even the property managers anymore. What are they going to – what do you mean, "help you?" How?
A I – I guess we can talk about that.
Q Well, let's –
A I mean we're going to need their assistance in moving, selling our house, buying our house, whatever the case is. We need to come up with a resolution to settle. And we're looking – we're looking for something to have them – have them come up with, and that's assistance for a situation they created.

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Q So you want enough money where you can move?
A We – we want – we want their assistance, that they said they would help in any way they could.
Q I mean tell me if I'm right or wrong. But you are suing Ravenel Associates and the Homeowners Association because you want money to move?
A To help with the financial; sure.
Q Okay. And that's the whole motivation behind this lawsuit?
A We have to be removed from the situation or – of David Malara and their family. We can – cannot continue to live knowing that we're being harassed, stalked. What's next? We don't know what's next?
Q So money is the motivating factor for this lawsuit?
MR. CONDON: Object to the form.
A Money is not the motivating factor. It's going to be the catalyst to help us get out of the situation.
BY MR. FERDERIGOS:
Q Okay. Were you aware – prior to wife making the complaint, were you aware of other instances where Ravenel was provided with complaints and they had told the board who the complainants were?
A After the fact, Nadine Evans had mentioned

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that – I – it was – I don't recall. I think there was a reference to Ravenel releasing information or – I'd have to look back at the notes and the e-mails.
Q Okay. My point is, there had been discussions with the board before about complaints not being kept confidential?
A But not with me. Not when I was on board.
Q Okay.
MR. FERDERIGOS: Let's go ahead and mark this as Defendant's Exhibit No. 3.
(Ravenel Associates Homeowner Association and Condominium Management Services General Contract Form (1 page), Defendant Ravenel Associates, Inc. d/b/a Ravenel Associates' Exhibit No. 3 is marked for identification and made part of this deposition.)
THE DEPONENT: Can we take a five-minute break?
MR. FERDERIGOS: Yeah. Sure. Let's take a five-minute break.
(At this point there is a break in the deposition.)
MR. FERDERIGOS: We just took a little break. In noticing the time, we've all decided that what we're going to do is continue with me asking questions until about 5:00, and then I'll let me colleagues ask questions – co-Defendants – for about another hour, and

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then around 6:00 we'll go ahead and break, leave the deposition completely open, and then when we re-convene to take Mrs. Dawson's deposition we will finish Mr. Dawson's deposition. I'll continue to ask the questions, and I guess anybody can ask questions.
MR. CONDON: Right. Right.
MR. FERDERIGOS: Including Joe will have an opportunity to ask his questions at that time, and then we'll just go from there.
Everybody's in agreement?
MR. CONDON: Yeah. And I think – well, in the meantime, you would produce the transcript, I guess? Okay. And I guess what I want to make clear is that, over the break, it's going to be a little awkward not talking to my client, so I want to – I don't want to talk about a deposition, but I do want to at least be able to communicate somehow with my client.
MR. FERDERIGOS: Can we do it where you communicate with your client but not discuss any of his testimony?
MR. CONDON: Yeah. That's fine.
MR. FERDERIGOS: I'm fine with that, Joe.
MR. CONDON: Okay.
MR. FERDERIGOS: Everybody okay?
MR. MIMS: That's fine.

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MR. FERDERIGOS: Doug?
MR. MacKELCAN: That's fine with me.
MR. FERDERIGOS: Okay. So let's just proceed, and y'all let me know when it gets to be around five o'clock.
Off the record.
(At this point there is off-the-record conversation.)
BY MR. FERDERIGOS:
Q When you signed up for the board of directors and also signed up for the ARB board, did you know that you accepted the position and that you would have to faithfully execute some duties and responsibilities as an ARB chairman and as a board member?
A Yes.
Q Okay. And as part of that responsibility of you signing up and agreeing to exercise that authority over other homeowners, did you understand that if you did not execute those duties in accordance with how other board members felt was appropriate, that you could be subject to removal or anything else?
A No.
Q Okay. You did not understand that the board could remove you if they weren't happy with what you were doing as an ARB board chairman?

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A But there is an addendum that they can remove a board member for any reason, good or bad.
Q Right. So you kind of serve at the leisure of the board; is that correct?
A If -- yes.
Q Okay.
A Everyone is subject to that; yes.
Q Right. And the board can get rid of you, can remove you, can censure you, can do a memo of counseling. You knew that; right?
A No; I did not know that they could bring upon any kind of reprimands or punishments. It's a volunteer job. I didn't -- didn't sign the dotted line or anything. I just acknowledged that I would come to the meetings and -- and, basically, help them in the capacity as a -- as a board member and chair.
Q You knew that you would be covered by the governing documents?
A There was -- there was nothing in those governing documents regarding reprimands and punishments.
Q Well, you knew you'd be covered by Robert's Rules of Order?
A It says that in there.
Q Is that yes?
A Yes.

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Q Okay. So you know that whatever Robert's Rules of Order said could be applicable to you as an ARB chair; correct?
A If -- if there was a situation to deem so.
Q Is that a yes?
A Yes.
Q Okay. If the board authorized Mr. Cherry and Ravenel Associates, authorized and ordered him to issue you the April 10th letter that we've talked about as DEF RRFP 0007 -- if that's correct. Right. That April 10th, 2012 letter, and they told him to send that letter, would you agree that the property manager is required to go ahead and send that letter, if the board tells him to send it?
A That would be my understanding; yes.
Q Okay. You don't have fault with Bob Cherry or Ravenel Associates doing what the board tells them to do; do you?
A If that's a -- is direction; no.
Q Okay.
Okay. We already did that.
Okay. Let me ask you about an allegation in Paragraph 35. It says that a package of pleadings involving the Plaintiff, Matthew L. Dawson, and the Village Green Homeowners Association, Inc., were sent to

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the Plaintiff, Matthew L. Dawson's, employer in order to affect his job. What's that allegation about?
A There was a package was delivered to where I work, that had copies of the Complaints inside. The -- it was addressed to the president of the company. And that's the extent. And it was delivered to the company.
Q Who sent that?
A At this time, I don't know.
Q Did it have an envelope on it?
A It was in an envelope; yes.
Q Did it say from where it came?
A No.
Q So you don't know sent that?
A Not at this time.
Q Okay.
Okay. Let me refer you to Paragraph 37, (a) through (f), and we covered some of this already. Allegations against Ravenel. In breaching the confidentiality of the complaint process. We've already talked about that?
A Yes.
Q Okay. And your position that what's been marked as Defendant's Exhibit No. 3 -- and I'm going to get you to just confirm that for the record, that that web site, in essence, is what you're relying on for your

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breach of confidentiality argument; is that correct?
A Yes.
Q Okay. Did you pay any money to Ravenel when you submitted this complaint?
A I did not submit the complaint.
Q Oh. And I apologize. That was inaccurate of me. When your wife submitted the complaint, was there any money that exchanged hands?
A No; not that I'm aware of.
Q Okay. And I guess those are questions I can ask her then; right?
A Yes.
Q Okay. (B): In sending the letter of April 10, 2012 to the neighbor of the Plaintiffs, and that letter was unauthorized or unsubstantiated by the board of directors. I mean we've already talked – you don't know, one way or the other, whether the April 10th, 2012 letter was unauthorized or unsubstantiated by the board; do you?
A I'm not aware.
Q Okay. (C): In failing to resolve a dispute between the Plaintiffs and the neighbor. Okay. What are you basing that allegation on? Is it your position that Ravenel Associates should have resolved the dispute between you and your neighbor?

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A They should have given an effort.
Q Okay. Well, let –
A They –
Q Go ahead.
A They didn't give an effort, other than leaving a – I mean giving us the letter maybe arranging us to come to them. They never showed up a door – at our door. I've never met Jules Deas. We've never met Jules Deas. Bob Cherry continued just to ignore us when we wanted to continue to talk to them about it; he'd walk away. So there was no – no response from Ravenel. They – they could have tried, whatever effort, whether it was worthless or not, and they never tried.
Q Okay. What obligation under Defendant's Exhibit No. 2 does Ravenel have to try to resolve a dispute between homeowners?
A I'm basing – there's nothing in there.
Q Okay. So you would agree that under Exhibit No. 2 which is the Ravenel Associates Management Agreement, they don't have a duty to try to, quote, "resolve a dispute between the Plaintiffs and the neighbor?" You would agree with that?
MR. CONDON: Object to the form.
A They should have an obligation. They should – they should have.

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BY MR. FERDERIGOS:
Q You mean a moral obligation?
A Yes.
Q Okay. But I'm talking about a legal obligation?
A They – whether it states in there or not, aren't they community property managers? I mean to me, that sounds as if they should have – whether it's in that contract were not, to not disrupt the neighborhood but, actually, bring the neighborhood together.
Q All right. So it's your position that they had a duty because they were community property managers to –
A Yes. That's their business.
Q To resolve disputes between Plaintiffs and neighbors? That's just your personal belief?
A Yes.
Q Okay. Can you point to any contract or anything in writing that says that anywhere?
A Does it need to be in writing?
Q Well, answer the question. Can you –
A I did not –
Q – point to anything that says that?
A – see in the contract where they had an obligation.

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Q Okay. All right. In failing to properly investigate and handle the complaint process. Is there anything in the contract with Ravenel Associates that says they have an obligation to properly investigate and handle the complaint process?
A No; not that I'm aware of.
Q Okay. In failing to properly assist the board of directors in handling the dispute and resolution of the Complaint. How so?
A Well, they are the guidance for the Board of Directors that – they have experience in community property management. There still wasn't anything done, as far as I'm aware of, that they tried to resolve or manage the situation.
Q What would you have them do?
A I'm not a community property manager, so I'm not – that's not my expertise.
Q So you don't have any evidence, as far as any specifics, of your allegation that they failed to properly assist the board of directors in handling the dispute and resolution of the Complaint; is that correct?
A By not providing – just contact with us, other than a few moments of voice mail message and a – even – or no response to my e-mails.
Q Okay. Well, now let me ask you this. Tell

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me about any and all discussions or e-mails to and from your wife and Mr. Cherry, from this incident, from the day that it happened until the present.
A I had – let's see. We've had a phone call. We have voice mail messages from both Bob Cherry and Jules Deas.
Q So they left messages for you?
A Recorded. They did.
Q Saying?
A We have the recordings. But I think that – and the fact that they would –
MR. MacKELCAN: Hold on a second.
MR. FERDERIGOS: You have the –
MR. MacKELCAN: You said that you have the recordings?
THE DEPONENT: Yes.
MR. FERDERIGOS: Can you provide those to your attorney?
MR. CONDON: Yeah; I'll get them.
MR. FERDERIGOS: And just so you understand, we've issued Interrogatories and Requests to Produce to you through your attorney which ask for all of these documents and they're supposed to be made available to us. So anything that you have, please give to your attorney –

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THE DEPONENT: Right. Right.
MR. FERDERIGOS: And he'll see that it gets to us.
MR. MacKELCAN: That's recordings, videos, photos –
MR. FERDERIGOS: Anything.
MR. MacKELCAN: Anything.
MR. FERDERIGOS: Yeah.
BY MR. FERDERIGOS:
Q Okay. So you have the messages that Jules Deas and Bob Cherry left on your voice mail?
A Yes.
Q Okay. So they attempted to contact you and they left messages for you, apologizing about what happened and asking to contact them back or what?
A That they would – I think Jules Deas refers to trying to help in any way he can.
Q Okay. Go ahead. But is your under –
A But I didn't see that forthcoming.
Q Well, is that – is your interpretation of that meaning money so you could move?
A It –
Q Is that what you –
A It would have –
Q You take from that?

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A That was not my take from that. It was to take the – make an effort.
Q Okay. Well –
A Come out to the property. Meet with all parties.
Q Okay.
A I don't – I don't know what that would be involved other than – you know.
Q Well –
A Do – do – you know.
Q If I remember correctly, you said that they left messages for you, they scheduled a meeting –
A Message.
Q Well, I thought each of them left you a message? Is there only one message or –
A No. Bob Cherry left one and then Jules left one.
Q Okay. So Ravenel Associates left you two messages; correct? They tried to facilitate a meeting with you in Mr. Malara at their office; right? Which you weren't available for. And Mr. Malara said, well, if you won't meet then, I'm not coming; right? They also issued a letter of apology to both you and Malara and your wife and the girlfriend, Virginia. Okay? And then after that point, you and Mr. Malara shook hands and agreed that

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everything would be fine? I mean that's an accurate representation of your testimony thus far; right? Correct?
A Right.
Q Okay. So from that point in December of 2011, if Mr. Malara would have lived up to what he said he would do, you and him and Virginia and your wife could have just moved forward being friends and everything would have been, quote-unquote, "fine." Is that correct?
A It could have been. I – you're – I can't speculate what could have happened. They could have not done what they – which is what they did.
Q Well, but my question to you is, if they would have done what they – if Dave Malara and girlfriend –
A If there was no harass – harassment –
Q Right. You would have been –
A That's why we're having a lawsuit: So we can get out of the situation of the harassment. If it wasn't there, we wouldn't be having a lawsuit.
Q Okay. Well, that's what my point is. If Dave Malara and his girlfriend would have done what Dave Malara said he'd do when he talked to you in December of 2011 and said everything's going to be okay, we're going to be good neighbors, if that would happened, right, then

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at that point, you wouldn't have been saying that Ravenel Associates didn't do everything it could try to resolve this case? Because they've left messages for you, they tried to get you to meet, and then y'all eventually got it take care of, and they sent you an issue of apol – a letter of apology. So you were satisfied, in December of 2011, with what Ravenel had done to try to resolve the issue; correct?

A The idea sounds fine with it. They were – they were not really welcoming and they – they were rude. But it doesn't take away from the fact that we're being harassed. And it all started November 11, 2011.

Q Okay. But I just want to focus on the allegation that Ravenel didn't do something. And I just listed for you everything Ravenel did do. Was that a good thing, that Ravenel did those things as far as trying to get y'all –

A It was very limiting. Very limiting.

Q Okay.

A I would have expected more.

Q Okay. What would you expect?

A I don't know. I'm not a property manager.

Q I mean you're complaining about it.

A I mean if I –

Q You tell me.

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A If I caused harm to someone, I would try to – I don't know. Try to do more. I don't know. Just – they – they made the phone call; that was it.

Q But you yourself just said that Malara drove you temporarily insane in dealing with him.

A That one letter that was –

Q Okay.

A That was –

Q Is that correct?

A It was probably an overstatement. I – but I was still upset –

Q Okay.

A – when I wrote that letter, that one – you know.

Q Right. And other than calling and leaving you messages and leaving Mr. Malara messages, trying to get y'all to get together, issuing a letter of apology, and then having – at some opportunity in December, having y'all actually agree that everything's going to be okay, what else is Ravenel – up until that point, what had Ravenel failed to do, in December 2011, when everything was resolved?

A We couldn't go to them, which is quite a haul from Summerville, South Carolina to Mount Pleasant, to their office, and not disrupt our – our work activities,

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then why couldn't they come to us?

Q Okay.

A They didn't.

Q To do what?

A I don't know. Talk about it? Whatever – the same thing we would probably have done at their office, if they could – they made no effort.

Q Other than –

A Beyond what you've just mentioned –

Q Okay.

A – about the phone calls.

Q Well – because when you say they made no effort, that's not accurate?

A They made very little.

Q In your mind, they made very little?

A Very insignificant level.

Q Okay. And what else would you have them do –

A I don't know. I'm not –

Q – that would satisfy your standards?

A We're – we're here now, so – because of them, and now we're trying to resolve.

Q How much do you owe on your house?

A Probably $100,000.

Q Okay. How much did you buy it for?

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A For I think $125,000.

Q You bought the house for $125,000 how long ago?

A That would be – probably less than that. I don't have the amortization schedule. I'll check it. But we bought it in 1996.

Q Okay. And you currently owe $100,000?

A It's probably less. I'm taking a ballpark.

Q Okay. Did you take off home equity loans and things like that? Why is it – it's been a while since you've had it. Why do you still owe –

A I can –

Q – so much on it?

A I can run an amortization schedule for you.

Q Oh, that's okay.

A I don't have the number. Maybe it's less. I'm sure it's less than $100,000, but.

Q Is it somewhere between $75,000 and $100,000?

A It's probably.

Q Okay.

A It's a 30-year mortgage.

Q Yeah; I know a little about that.

How much do you think the house is worth now?

A I don't appraise property.

Q Do you have an opinion, one way or the other?

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A $300,000.
Q Okay. So you own a $300,000 home and you owe approximately less than $100,000 on it?
A Yes.
Q Sounds like a good investment.
A We bought it new, in a community that we like. Yeah.
Q Okay.
Okay. We've talked a little bit about this but I don't want to run out of time with these other guys. Can you –
MR. MIMS: You're fine. You have 40 minutes still.
MR. FERDERIGOS: Okay.
BY MR. FERDERIGOS:
Q What about damages? What damages are you claiming against Ravenel Associates?
A There's been harassment, humiliation, embarrassment, outlined in our Complaint, you know. Loss of enjoyment of our property. You know, these are – just – it's discomforting to know that any given day we could go home and something else to be harassing, whether it's going to be – we don't know. It could be verbal. It could be just additional broken lights facing – which is what we already have: Broken spotlights that -- that

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if they don't work, then why are they in your yard facing our house. It's – it's –
Q Okay.
A The board is not doing anything about these violations of – as far as the sign in the window, the handcuffs on the – that's not – that's not appropriate for – per the guidelines.
Q Well, have you made any complaints to the board, filed a complaint?
A We have been – we filed a complaint, the original complaint, in 2011, regarding the shed, and that's still unresolved, even though Dave Malara had said he was going to take care of it in 2011, so. We have mentioned to our attorney –
Q Don't tell me anything you told your attorney.
A But it's – we were not under – we felt that there was – the complaints are just not going to be heard.
Q Okay.
A And resolved, as other complaints that we've had have not been resolved.
Q Anything else? I don't want to cut you off. I've got a follow-up question but I –
A Okay. Go ahead.

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Q Yeah. Let me ask it to you like this. Other than what Dave Malara and his girlfriend have done to you and your wife, okay, are there any other damages that you're claiming in this litigation against Ravenel? I mean I understand you're saying if Ravenel wouldn't have done what they did, then David Malara wouldn't have done all this stuff to us. But my question is, do all of your damages that you're alleging against Ravenel arise from David Malara's crazy activities against you?
A His response to that letter, that complaint in 2011. And that's the fuel, right there.
Q Right. But the only damages that you have – and correct me if I'm wrong – is that actions which are unreasonable that David Malara has taken, and his girlfriend have taken, against you and your wife, what you're alleging; right?
A Yes. Those actions make it uncomfortable to live there; yes.
Q Right. If you take David Malara out of the picture, right, and his crazy actions that – you know, allegations that you've made that – what he's doing. If you take that out of the picture, would you have any damages as to Ravenel Associates?
A Well, we've already incurred over the last – I think it's going on – going on three years. It just

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doesn't end. I mean the last action was 2014. It's still going on. So – so our damages would – would begin to cease if one of us was plucked out of the situation.
Q Well, what – I guess I'm a little closer than that. I'm not really asking that. What I'm asking is, all the damages that you're seeking against Ravenel are damages that you are suffering because of the unreasonable actions of Mr. Malara and his girlfriend, as you've alleged; correct?
A Yes.
Q If Mr. Malara and his girlfriend never did any of the crazy, unreasonable actions that you have testified here today, as you've alleged, okay? If he never did those actions, would there be any damages to you that you're alleging against Ravenel?
A I can't say that there wouldn't be any. I don't know what his – what kind of situation would be left over after the smoke has cleared.
Q Okay. So sitting here today, would you agree with me that you can't think of any, and you have no evidence that you would have suffered any damages, or your wife would have suffered any damages, based on Ravenel's alleged breach of confidentiality, if Mr. Malara did not take the unreasonable, unforeseeable

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actions that he took after the alleged breach of confidentiality?
MR. CONDON: Object to the form of the question.
BY MR. FERDERIGOS:
Q Do you agree with that?
A I would agree that if – if they put it behind them and it was – everyone agreed – the other parties would have stuck to their agreements, then maybe we wouldn't be here today.
Q Right. And you would agree that you wouldn't have any damages against Ravenel, that you and your wife wouldn't have suffered any damages, as far as you know, if David Malara wouldn't have taken the actions that he had taken?
A That would be correct; yes.
Q Okay. So you have – other than whatever David Malara has done and David Malara's and his girlfriends acts against you, there are no other damages that you or your wife have suffered based on Ravenel's alleged breach of confidentiality, that you are aware of?
A That's correct.
Q Okay. Do you have any evidence that your reputation has been damaged at all because of any of these allegations?

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A I don't have where anyone has come up to me and said that – anything derogatory or – you know. And whether I've – you know. Fortunately, I have not lost employment due to that package. But I think the community itself – as we know, information does get shared. And so within the community, I don't know what others, my neighbors, think of me, whether – or – you know. So I can't say that I have evidence, but I can't say that there isn't any.
Q Okay. So sitting here today, you have no evidence that any person thinks less of you or that your deposition – or that your reputation, I apologize – has been harmed because of the allegations in this lawsuit; is that correct?
A As far as I know, that's correct.
Q Okay. Same question: You have evidence, sitting here today, that your wife's reputation has been impacted or injured in any way because of the allegations that we're talking about?
A We do know that it's – it's known outside of the community that this lawsuit is in place, so. But as evidence of our tarnished reputation, that still remains to be seen.
Q Okay. So the answer is, no; you do not have any evidence?

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A At this time; no.
Q Okay. That April 10th letter that we talked about, the Defendant RRFP 0007; that's got nothing to do with your wife; correct?
A That's correct.
Q Okay. And your wife doesn't have a – isn't alleging defamation against Ravenel Associates based on that letter or any other grounds; correct?
A That's correct; yes.
Q Okay.
What's the proper procedure for informing somebody that they're in violation of a requirement?
A There's no written documentation or process, so without any guidance or documentation, that's left up to the ARB chair.
Q What do they teach you at the governing training that you took?
A It was very limited. It's just an overall understanding of the governing documents and – and was very – you know; we're talking a couple years ago, so. It was just covering documents, governing documents. Sticking – understanding the guidelines and making – following those, enforcing the guidelines and following those guidelines.
Q Did they talk anything about ethics of board

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members?
A I don't recall.
Q Did they talk anything about conflict of interest with board members?
A I don't recall.
Q Okay. Is it true you didn't send the Malaras a letter saying that they were in violation of any ARB requirements; you just sent a text?
A That letter that was supposed to go on the other issues was held back, even though it was approved. And the – the text, that was the only notice that – asking them to turn in a form.
Q Okay. Right. So you didn't send a letter; correct?
A Text form.
Q You sent a text?
A A text message.
Q Okay. And you didn't say who you were; you just –
A I said ARB chair.
Q ARB chair. Now –
A He was at the meeting when I was –
Q Now I –
A – voted in.
Q We haven't gone through documents, and we're

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not probably going to go through documents. That's something that we're going to do with your next time. I think that's how my mind works, is like try to ask everything you can, you know, and then leave the documents and we'll go through. But through those documents, especially that one e-mail that we've already discussed that has some pretty powerful flagrant language in it, let me ask you this: Do you regret sending that e-mail now?

A You know, I was – I was heated. Probably – I would still send it, maybe taking out the profanity. The statements, as I'm aware of, are true. But – but I – I did respond to his previous e-mail, and I think it would have read the same, just without the profanity.

Q Okay. Do you understand how – if you're Malara now and you get this text saying something about something you're doing on your property is wrong, and it's the same individual who had sent you that e-mail calling you a "motherfucker" –

A I didn't say it was wrong about the cameras.

Q Do you understand that that could be upsetting to somebody?

A The time frame between those two is – we're talking several months. Four months.

Q So is it your testimony –

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A And I was – right? I'm an ARB chair. I've taken a – basically, a pledge to fulfill the job. Right? And Dave is already a habitual violator we know of. I see something when I'm coming home and – and the text reads, "Please submit an ARB form." I mean I – I wasn't rude. It wasn't a rude text. It was please submit an ARB form.

Q So in the context –

A And I tried to explain afterwards that – that it was just the form and no fees, that it would more than likely be approved, would not be an issue.

Q In the context of that e-mail and all the other documents that were exchanged between y'all two, given what has happened, all of the circumstances, you don't think that you sending him a text like that saying you're the ARB board, saying he can't do something on his property, you don't think that's upsetting to him at all?

A No. If he was upset, it was because he had still been upset since November 11, 2011.

Q But in your mind, you said –

A He still would have been notified, either way, regarding the cameras, whether the complaint or not. I was – I was doing my job as an ARB chair.

Q Okay. Let's talk about some common sense best practices, if you will. Is it a best practice not

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to have a conflict of interest if you are a board member?

A In what context? That we talked about earlier about conflict of interest, if you are a board member carrying on violations, and then you're pursuing other violations, then I think you're in a position to maybe, you know, like override any violations that you currently have. There's a conflict of interest; yes.

Q Okay. But just generally, and I don't want you to limit it to just that. Just generally, you can agree with me or disagree with me, tell me why; that's fine. But say "yes" or "no" and then move on. Is it a best practice and common sense not to have a conflict of interest if you are a board member or an ARB chair?

A You should avoid conflicts of interest.

Q Okay. Is it best practice, if you are an ARB chair, not to issue decisions and make decisions about issues that involve your neighbors?

A Now I feel that if you're – there's business and there's – there's personal. I had – I approached David Malara as a – as an ARB chair conducting business, and I did it in a pleasing way.

Q So it's your testimony that your contacts and communications with David Malara – let me finish my question – that you had with him about all issues of dispute between you and him, have been done in a, quote,

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"pleasing way," close quote?

A Aside from the one letter.

Q Where you called him a what?

A "Motherfucker."

Q Okay. You would agree that that is not a pleasing way to communicate with a homeowner?

A At the time, we were both just residents. Homeowners. I wasn't in a board capacity right now.

Q You were a board member?

A A board member.

Q Right. And then after that letter where you called him a "motherfucker," you became an ARB chair?

A That would have been – I was voted in March – February, so that was several months later.

Q And then within weeks of you being an ARB chair, you've already talked with Nadine about sending other letters about violations that Malara had, and you also texted him about the cameras that he was putting up?

A The shed was already a complaint. Nadine brought up the shutters. And Nadine also was a facilitator of that letter. That was not me, all me.

Q But you were involved in that?

A I was the ARB chair; yes.

Q Yeah. And you don't see a problem to this day, with you being an ARB chair and making assertions

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that people are violating guidelines and deciding that people – and by "people," I mean your neighbors – and deciding that your neighbors are violating guidelines?

A I didn't make a decision on whether the cameras were to be there or not. I made a decision to contact him to file a form so there would not be an issue with them. I was – I consider myself just doing my job and – and – just that. I sent him a letter – or text.

Q So in your mind, you, as an ARB chair, can make communications and render decisions concerning your neighbors?

A Any – any – anyone in the community.

Q Okay.

A That's in the guidelines. I'm not – I mean that states that there's no other direction, no other policies. The ARB chair has – is not restricted.

Q Okay. Was there ever any question about an ARB chair or board member not issuing any decisions about any of their neighbors because it directly impacts them?

A They may have come up with that after the fact, regarding no communication with your – your neighbors. In this case, they're being specific. But as far as communication regarding any of your neighbors, no; I'm not aware of that.

Q Okay. Did they talk to you about that with

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your memo of counseling that you agreed to, that you're not going to be involved in any matters or interactions with your neighbors?

A They may have put that in the memo of counseling that was after the fact.

Q But they talked to you about that, too; did they not?

A We went over it.

Q And they discussed that with you, at the time?

A We – there was no discussion. The meeting didn't have a discussion. It was this is what they were going to do. The only mitigating – mitigation I could do was to try to reduce the appearance of a censure from the – from the letter that they gave, to just call it a – a memo of counseling. But they still didn't retract the – the censure. They may have just changed the name of the counseling – the letter, but it's still what it is.

Q Okay. But they talked to you or told you the decision that they made and the fact that they viewed it as a conflict of interest? I mean I know you wanted more discussion and you wanted to be able to talk about it, but –

A And I wanted to end the meeting so I could

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get out of there and contact my attorney.

Q Okay. But they – and don't tell me anything your attorney said.

A Right.

Q But they told you that you were being censured because of the conflict of interest issue?

A No. Again, there was – there was no discussion on why they were giving me censure. There was only – there were just giving me the censure. I have not received anything that explained what I did.

They came up after the fact to say that, okay, we're going to agree that we won't contact David Malara, your neighbor. Okay. I did not make any contact with David, so that's an easy – easy thing to include on that list, as long – as well as the governing meeting that we had which was, you know, the prior – or that prior week, so – that was scheduled in February, so.

So, you know, no; there – I've not been given justification. And conflict of interest was not a term that was used.

Q Okay. They didn't use "conflict of interest." But you understood that you were being censured because of your activities and your discussions with –

A No; I –

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Q – the Malaras?

A I don't know why I was censured because I know that what I did was right.

Q Okay. In your mind, everything that you've done is right in regards to this matter; is that correct?

A I regret sending a letter with profanity in it. So, no.

Q Is that the only regret that you have, is that one e-mail? Is there any other regret that you have in this matter, as far as what you've done?

A Well, certainly, overall, I regret that this – it's too bad the situation happened.

Q Okay.

A That Ravenel sent that contact information.

Q Well, let me ask you about best practices again. Does it make common sense to you that it's not fair for a board member to decide an issue that directly affects him? Would you agree that that's a best practice, not to do that?

A Repeat the question.

Q Is it common sense that it is not fair for a board member to decide an issue that directly affects him or her?

A They should put their personal opinion aside and make a business decision.

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Q Okay. So do you agree or disagree with that statement?
A Should they make it -- repeat the question again.
Q Is it fair for a board member to decide an issue that directly affects him or her?
A They should still be able to make a decision; yes.
Q Okay. So in your mind, it's okay for a board member to issue decisions about matters that directly impact them, personally?
A After weighing the considerations; yes.
Q Okay. Is it fair for an ARB chair to issue decisions about matters that directly involve his or her neighbors and alleged violations that directly affect the ARB chair, personally?
A I didn't make a decision. I was only making them aware of a form that just needed to be filed, so. There was no decisions that was made. A decision would be whether, as a chair or committee, you decide whether you're going to have the cameras or not. That was not the case. The case was, I sent a text just notifying him of -- to please send an ARB form so we have it on record.
Q Okay. Given the context of all the e-mails that we have in this case, is it your position that you

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were just being fair?
A Just being fair. I was --
Q That you weren't prejudiced at all?
A You've read the e-mail -- or the text. It's straightforward. It was -- it was not rude. It was just please and thank you, and I invite to talk to you about it.
Q Well, no, no. For you -- I'm not interested in the text, itself. Given the context and the communication that you've had with Mr. Malara and Virginia, is it your position that after everything that happened between y'all two, you know, all the issues, that you were capable of being a fair and impartial ARB chairman in rendering decisions against Mr. Malara?
A I was fair.
Q Is that your --
A Yes; I was fair. I shouldn't overlook an issue; right?
Q Okay. So your position is that --
A That I was fair.
Q That you were fair. And the way that you dealt with Mr. Malara and Virginia in your communications with them, you viewed that as being fair with them?
A I -- I view it as being fair.
Q Okay. Forget about the specific situation

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that we're talking about because you keep going back to the text. I just want, generally, to know, is it fair for the ARB chair to issue decisions about matters that directly involve his or her neighbors and alleged violations that directly affect the ARB chair, personally? Yes or no, and explain.
A It's fair.
Q Okay. So you are comfortable with an ARB chair issuing decisions about matters that directly involve the ARB chair in matters dealing with his or her -- the ARB chair's neighbors?
A The ARB chair is doing a job, so. A neighbor or -- living next door or -- or across the neighborhood, they should still be able to render any decision. It's not restricted.
Q So you just don't see a conflict of interest with an ARB chair issuing decisions in regard to their neighbor's property? You're fine with that?
A A decision -- it depends on what the decision is. But -- and -- in my situation, there was no decision that was made.
Q Okay. So in certain circumstances, you can see how it wouldn't be appropriate for an ARB chair to make a decision in regard to his neighbors; would you agree with that?

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A It's there for -- for an ARB to make a decision.
Q And --
A And whether it's going to impact them or not, they have to make the right decision.
Q In any and all circumstances?
A You weigh the circumstances in all decisions.
Q You couldn't think of any situations where an ARB chair could probably say, look, I'm the neighbor, I'm directly impacted by this; I shouldn't issue a decision about this because I'm involved, and somebody else needs to make that decision?
A I didn't make a decision.
Q Well, I'm not asking you what you did.
A I know. But depending on what the -- I'm not sure what decisions you're referring to. But the decisions that would be made would be if there was -- there needed to be discussed. If he turned in the form and there was a circumstance that it would require discussion with the committee or the board, then they wouldn't make the decision themselves.
But as far as contacting the resident, there's no decision there. There was just a decision to request an ARB form. Because even per David Malara, that was a modification to a home and needed a form. It was

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just a form.
Q And again, I'm not asking about your specific situation.
A Yeah.
Q I'm just asking, generally. Can you envision any circumstance where an ARB chair shouldn't make a decision because of a conflict of interest with their neighbor?
A I can't think of anything.
Q Okay.
Now the cameras that were being installed and the text that you sent; did you find those cameras to be personally harassing to you when they were being installed –
A Not at all.
Q Before you sent your text? Huh?
A This is – they were not harassing, being installed.
Q Right. The harassing part is being turned –
A Yes.
Q – towards your property? And do you know when that happened?
A Shortly after they were installed.
Q Okay. And when the cameras were turned on your property, you viewed that as harassment from the

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Malaras; correct?
A Yes.
Q And at that point, a few days after they were installed, you were still the ARB chair; correct?
A I was still chair.
Q Okay. And you still wanted him to submit a form and get your approval for those cameras that you found personally harassing; correct?
A The ARB –
MR. CONDON: Object to the form.
A The ARB doesn't handle legalities, which is what you're saying, that there would be a legality issue with the cameras facing our property. They would only be able to say – agree or disagree whether the cameras met the guidelines of the ARB, which they would have. After they that were installed and now they're facing our property, it's like all the other activities: He's harassing. Why face our property? Why stalk us? Why have all the cameras face our property?
BY MR. FERDERIGOS:
Q Okay. But my question is very simple and you're reading into it. My question is, at the point where those cameras were still turned – were turned on you, the day or two after, you were still ARB chair; correct?

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A That would be correct.
Q And you still wanted David Malara to get your permission as the ARB chair to have those installed that way; correct?
A I don't think I had any other follow-up e-mails. I –
Q Well, did you want –
A – suspected that –
Q – it or not?
A – the one text to be clear.
Q Yes, but –
A To please submit the form.
Q But –
A And he, as being a president of the Homeowners Association, he should know.
Q Yeah. I'm not asking you if they were – I'm saying, what did you want? Did you still want David Malara to get consent from the ARB, at that point?
A I didn't – I want consent for everyone that makes modifications to their home. So –
Q So, yes?
A So he should have still turned in the ARB form.
Q So is the answer, yes?
A And maybe he did. I'm not aware of – that

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he did or not.
Q Okay.
A After the fact. After I left as ARB chair of the board.
Q So is the answer, yes?
MR. CONDON: Object to the form.
BY MR. FERDERIGOS:
Q To the question?
A It would still have been required to file, you know. As an ARB chair, I would be concerned whether one was filed or not.
Q Okay. So you still wanted that form to be filed; correct?
A I have not expressed it in any other e-mail that I – I think it would have been the right thing to do; yes.
Q Okay. That's what you expected and that's what you wanted; correct?
A It should have been done; yes.
Q Okay. And I think I know the answer to this, but I just want to be clear. The complaint that your wife sent against the Malaras; was that after or before the Malaras built the fence in between your properties?
A The complaint was before.
Q Was before. And how long after did they

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build the -- did the Malaras build the fence?
A I think it went up shortly thereafter. End of November. It was a very quick approval process.
Q Okay.
I'm going to go ahead and let my colleagues get a chance to ask questions in accordance with our agreement, and I'm pretty much done for today. And then when we re-meet, then we'll finish up.
A Okay.
Q Thank you very much. Please answer any questions my colleagues have.
MR. MIMS: Joe, if it's okay with you, we've got this agreement on the record. Doug and I, obviously, are co-counsel. Rather than me pass him notes or him pass me notes, is it okay if I ask him questions for a while then he ask questions later on, probably on the next time we reconvene?
MR. CONDON: Well, I just don't want -- you know. Usually, everybody just sends, you know, one attorney for each client. But I mean I'll be glad to do it, as long as we, you know, don't unfairly, you know, go over the same territory. Is that -- I mean that's fair enough.
MR. MIMS: I think that's agreeable.
MR. CONDON: Yeah.

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MR. MIMS: You let us know if we go in the wrong direction. We just don't want to duplicate efforts.
E-X-A-M-I-N-A-T-I-O-N
BY MR. MIMS:
Q Mr. Dawson, my name is Kevin Mims. Can you hear me okay down here?
A Yes.
Q All right.
How many text messages did you send to other landowners or homeowners in the neighborhood, about submitting forms or concerns regarding violations of ARB guidelines?
A I had sent no other. I didn't have the phone numbers.
Q All right. Text communication is kind of a more personal form of communication rather than something you would see in an official capacity from an ARB committee chairman; wouldn't you agree?
A Because someone would have their number?
Q Right. Okay. Yes; you would agree?
A Yes.
Q Okay. And so the entire time that you were ARB committee chairman, the only person you ever sent a text to asking them to submit a form or to advise them of

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an alleged violation of the guidelines was Mr. Malara; right?
A During my time; yes.
Q Okay. And I understand there were a couple other homeowners with security systems; right? Cameras?
A Yeah. I understand there are.
Q Okay. And you said earlier that Mr. Malara himself considered cameras to be a modification to the home. What's the basis of that opinion or belief?
A The belief? It's a -- it's a terms of being a modification.
Q Sure.
A It's -- it's on the outside of the home and it's, obviously, in addition to the construction.
Q Right. And you said something about Mr. Malara considered that to be a modification to the home?
A June -- there was a newsletter that he had put out as president and agreed for its distribution, that there were some line items and bullets a homeowner should be aware of. And the very first line item was that all modifications must be run through ARB.
Q Okay. And do you have a copy of that newsletter?
A Yes. And -- and it should be part of the

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discovery.
Q Okay. I don't know if I've seen that one or not. Do you know what the date was on that one?
A It was June 2011, I believe.
Q All right. I'm going to look again. But to the extent that we don't have it, I'd just ask that you add that to the list of things to produce to your attorney. Okay?
MR. CONDON: Yeah. We'll get that.
BY MR. MIMS:
Q So this newsletter says that all modifications should be run through the ARB; right?
A It should -- it should have an ARB form submitted; right.
Q Right. And that's referencing the ARB guidelines; correct? It talks about modifications; right?
A Right.
Q Okay. And I've got a copy here, and you can look at them, if you like. But I'll submit to you that I'm not aware of anything in here that requires a submittal form for a security system, specifically.
A Well, it is a modification to the home, and it's going to run in with -- it may not be specifically stated, but with dishes and -- and those type of things.

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Q And that's a determination that you made as the ARB committee chairperson, that it falls within that category of a modification to the home?
A I – yeah. It's a modification, yes, to the home.
Q And that's your belief and what – the decision you –
A Well.
Q – made as the ARB committee chairperson; correct?
MR. CONDON: Object to the form.
A It – it was – I didn't make the decision. I just asked for a form to be filed.
BY MR. MIMS:
Q I understand. But there's question of whether or not a form actually needs to be filed. This document talks about fences. It talks about in-ground pools. It talks about screens. It talks about below-ground well systems. It talks about trees. It talks about window air conditioning units. It makes no mention of security cameras as something that specifically requires a form.
So my question is to you, as the ARB committee chairperson there on the fly, looking into Mr. Malara's yard, made that decision that a form was, in

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fact, required, and then sent him this text message; correct?
A That is correct.
Q Okay. Would you be comfortable if Dave Malara was the next ARB chairperson and had the authority to make decisions about your yard?
A If he can separate business and personal; sure.
Q All right. And, of course, you have no assurance that he can separate business and personal; do you? Just like he had no assurance that you were separating business from personal; did he?
A There – no; I wouldn't have any.
Q I'm sorry?
A I'm not – I'm not sure.
Q We've talked a lot about this e-mail. Let's mark this e-mail.
(E-Mail from Matt Dawson to Dave Malara dated 12/08/11 (1 page), Defendant Village Green Homeowners Association, Inc.'s Exhibit No. 4 is marked for identification and made part of this deposition.)
BY MR. MIMS:
Q If you would, I'd like for you to read that entire e-mail into the record.
A Okay.

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You motherfucker, Dave, I work during the day, unlike you, so sorry if I didn't call you. After reading your ridiculous letter, I don't even want to talk to you. By the way, you feed Whiskers – this is our cat. You even bought food and a damned bed. How dare you say we go over there and feed him snacks? I don't doubt it happened a time or two, but the snacks given were the snacks/food you bought.
I can't fucking believe what I just read. You are a damned asshole and I can't even think straight to right this e-mail. You are certainly right. We are not friends. You want to go that route, then go with it. You can take your codes and shove them up your ass. I'll be sure to share that letter with everyone as it is so ass-backwards.
Yes, your fence was approved by the ARB but does not meet the ARB guidelines. It was to go up to the corner of your house – of the house, which it doesn't. Your fence was one of the corner of your house, of the house you found this article all the way around your property. So your trailer and other trash you have been accumulating can be seen from other surrounding properties and from the pond easement.
Your shed violates ARB guidelines by not making – being made of wood and on a slab, so get rid of

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it now. Also, don't be throwing any gambling parties and providing alcohol to minors. A good cop wouldn't do that. But again, you won't be a copy in any town around here. Trust me on that.
One more time: Fuck you.
Q All right. Al lot to talk about there.
Towards the end you said, "And you won't be a copy in any town around here. Trust me on that." That sounds like a threat, to me. Is that how it was intended?
MR. CONDON: Objection.
A There was no threat.
BY MR. MIMS:
Q Okay. What did that mean, to you, when you were writing it?
A If – if the opportunity came up, that if I had to give a reference, I would not give him a good reference.
Q Okay. You thought you might be called upon to give a reference that might be –
A He asked for references –
Q For a job as a police officer?
A – when he was a Constable. So if he was going to be a police officer, I would imagine they would ask for references from their neighbors and – and such.

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Q You think he would ask for a reference from somebody who write an e-mail like Exhibit 4?
A No; he wouldn't. Maybe they might seek references.
Q Random people?
A Well, they would, if he was being investigated for a position.
Q Sure. How about when you wrote this back on December 8, 2011, you weren't ARB committee chairperson then; were you?
A What was the date?
Q December 8, 2011?
A No.
Q All right. You were just a board member and Treasurer of the board of directors of the HOA; correct?
A That's correct.
Q All right. But nevertheless, you're telling him that even back then, December 8, 2011, when you had nothing to do with the ARB, that his fence was approved by the board but, in your opinion, it didn't meet ARB guidelines?
A I was making an opinion that, yes, according to guidelines, it should be to the corner of the house. But they can over -- see that.
Q You acknowledge that the ARB approved the

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fence as constructed?
A I -- I mentioned that.
Q Okay. And then you went on to say that the shed, in your opinion --
A No.
Q -- didn't comply with ARB guidelines?
A That's certainly in the ARB guidelines.
Q Okay.
A And that's -- yes.
Q And again, at this time, you weren't affiliated with the ARB? You had no responsibilities as far as being involved in the ARB?
A No. I was a resident and still supporting the -- the -- the complaint --
Q Sure.
A -- about a shed that's in the back yard --
Q Sure.
A -- that can be seen.
Q And so then about two months later, you go ahead and run, become the president of the ARB, so you can do something about things like you laid out --
MR. CONDON: Objection.
A Well, no one else -- no one else wanted to be ARB chair, and I volunteered to be ARB chair.

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BY MR. MIMS:
Q You ran unopposed?
A Yes. I was voted in.
Q Okay. And so then, as you were asked earlier, once you became ARB chair, you set out to address a number of these different things including the shed and the fence and other concerns you had?
A I don't think that I should overlook all the violations.
Q Right.
A And -- and I wasn't by myself. There was assistance from Nadine.
Q Nadine. All right. Okay.
Did you check to see if any of the other security cameras had been required to submit forms by those homeowners, to get approval?
A No. I stated earlier, I did not have the ARB forms and did not --
Q Do they still --
A I did not have them to be able to research.
Q Okay. And to the extent that no forms have been submitted for any of those other security cameras for any of those other buildings across the street, would that lead you to believe that the past ARB committee chairperson reached the conclusion that forms were not

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required, because there was no comment about them in the ARB guidelines?
MR. CONDON: Objection.
A Just because I didn't have them doesn't mean that they -- they do exist and they had to go through ARB.
BY MR. MIMS:
Q And that's my question. Assuming they don't exist, you would agree with me that that -- that they were not required to submit forms, or either they failed to submit forms; is that right?
A The -- the --
MR. CONDON: Objection.
A I think -- it was a modification to the home, and so. I'm trying to protect -- protect homeowner values; right.
BY MR. MIMS:
Q And it's going well, because did you say you bought a $100,000 home and now it's worth about $300,000, in your opinion?
A I'm not a real estate appraiser.
Q But you're an owner. You look at the -- you look at the comparables in the neighborhood. What would you estimate your house is worth, approximately?
A That was probably a high assumption, but I

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hope to think it would be worth -- something.
Q In the $300,000 range?
A I'm not a real estate appraiser.
Q I understand. But I'm just asking you as the owner of your home, do you have an opinion?
A I -- I really don't know, exactly. I -- I'm off maybe $20,000, $25,000, plus or minus. I don't know.
Q $280,000 to $300,000, in that range?
A It could be.
Q Okay. It seems like a lot of this is personal, though. You're talking Whiskers, the cat, and -- I mean I've read all these e-mails. It seems to be a pretty personal dispute; would you agree with that?
A Do you have the e-mail before that, that's referencing --
Q Yeah. Is that --
A I'm --
Q -- this December 8, 2011 letter -- or e-mail, I guess -- from David --
A He's stating some -- some accusations that -- that kind of got me heated --
Q What about --
A -- about feeding the cat. He holds -- has a bed for the cat. He had food for the cat. He gave me a birthday card signed -- that he signed my cat's name to.

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He has put a sticker on my door saying Mister -- with cat paws and "Whiskers."
Q Is the document I just handed you what you were responding to in Exhibit 4?
A Is this --
Q Same date: December 8, 2011?
A Can you -- can I see that? I'm not sure if this is -- is the same e-mail.
Q Take a minute. Let me know.
A [Reviewing.] My letter was addressing the -- Mr. Whiskers of -- of giving snacks. I addressed that, that Dave -- if we gave him snacks, they were snacks that he already purchased.
Q I'll give you an opportunity to go through all that. I just want you to look at it and let me know if that document is actually what you were responding to by your e-mail marked as Exhibit 4? And we'll identify that, if that's the case.
A [Reviewing.] I believe this may be the e-mail. If it's -- if it is it, there's no heading here and there's no -- unless it came in a Word document, so. But it looks like it's referencing a few items in there.
Q Okay. So this document dated December 8, 2011, from Dave and Virginia, addressed to yourself and your wife, you believe that's the letter or e-mail that

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you were responding to when you typed this response in Exhibit 4?
A Yes; it is.
Q All right. So for the record, I'm going to mark that as Exhibit 5. Right? That's the letter from Dave Malara that you were responding to by sending Exhibit 4; right?
A Yes.
(Letter dated 12/08/11 from "Dave and Virginia" to "Matt and Kateri" (2 pages), Defendant Village Green Homeowners Association, Inc.'s Exhibit No. 5 is marked for identification and made part of this deposition.)
BY MR. MIMS:
Q Exhibit 4 and Exhibit 5, these correspondences between yourself and your neighbors; were these done as laypersons, as residents, as former friends, or were they done in your capacity as associated with the board?
A I was a resident that's responding.
Q And, likewise, Dave Malara was a resident when he wrote this, Exhibit 5?
A I would assume; yes.
Q Okay. Do you agree with me that the Village Green Homeowners Association had nothing to do with Exhibit 4 or Exhibit 5; is that correct?

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A Village Green Homeowners? No.
Q I got a little double negative there, so let me ask you again. I think we agree -- do you agree with me that the Village Green Homeowners Association had nothing to do with Exhibit 4 or Exhibit 5, those communications between yourself and your neighbor?
A Yes.
Q Okay. Were there other -- I think I saw in some of the documents there were other plastic sheds or sheds that didn't comply with the rules of the ARB and the neighborhood; is that right?
A That's correct, and I brought those up.
Q Okay. And is there documentation where those were brought up and dealt with?
A Yes. I -- I believe there are.
Q And have those been removed or do some of those remain still today?
A Well, the board had decided in 2013, I believe, to grandfather sheds, the plastic sheds.
Q Okay. And so all of those -- all of those remain now, those sheds, and they're deemed to be compliant --
A I --
Q -- by the board?
A They said they were going to maintain a list.

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And I -- I can't say that they have.
Q You don't know, one way or the other?
A I really don't know.
Q Who is Brian Cence, C-E-N-C-E?
A I found out later that he was the ARB chair for two thousand -- in 2011.
Q Okay. Well, he would --
A He never came to the meetings, so I never met him.
Q He would have pre-dated your role, though, as ARB chair?
A Yes.
Q All right. And have you seen this e-mail? I think it's been produced either by you or by us. It's a December 8, 2011 e-mail from Dave Malara to Brian Cence.
A [Reviewing.] Okay. All right.
Q Have you seen that e-mail before?
A I don't think I -- that it was forwarded to me. I mean it's going to Dave and just Brian, unless there's other --
Q I'm just asking. Okay. After reviewing that e-mail, does it clarify for you that the prior ARB had grandfathered in Dave Malara's shed and found it to be in compliance with the rules?
A Well, did he grandfather in the shed?

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Q Yes. "I'd also like to thank you for the clarification of the shed being grandfathered in due to the timing involved as it was there when a previous board was in place, and also reiterating that my fence is in compliance with ARB guidelines." You see that?
A The shed -- he wouldn't have grandfathered -- he shouldn't have grandfathered in the shed.
Q Well --
A That's news to me. He -- there wasn't a notification that went out.
Q To whom?
A Well, I suppose to the community, that -- the plastic sheds. 2008, they were doing --
Q I mean -- go ahead.
A Grandfathering in. But you had to still submit a -- a form, now. It still had to meet guidelines. The shed couldn't have been grandfathered in because it -- it didn't mean guidelines.
Now they went ahead and this year, in 2013, to grandfather in plastic sheds and state that they would -- that once they became decrepit, then -- then they would have to remove it, but -- and they would maintain a list.
Q Is Dave's shed plastic?
A Yes.

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Q Okay. You said --
A The complaint was prior to.
(E-Mail dated 12/08/11 from Dave Malara to Brian Cence (1 page), Defendant Village Green Homeowners Association, Inc.'s Exhibit No. 6 is marked for identification and made part of this deposition.)
BY MR. MIMS:
Q Exhibit 6 is the e-mail I showed you; is that right?
A It was the one you showed me. But it was after December 11, so -- I mean November 11, 2011, so. At that time, there was no form.
Q Right.
A There was no ARB form. There was no grandfathering-in, according to Bob Cherry.
Q What --
A In fact, there -- there was questions on the shed that -- that we asked before we -- we compiled a letter to send to Dave. But Bob Cherry with Ravenel Associates was to search for any documentation that would say that that shed was -- was agreed to. There was nothing forthcoming.
Q Right. And now you've got that Exhibit 6. That seems to be documentation.
A December 8th, after the complaint --

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MR. CONDON: Objection to the form. This is just an e-mail.
THE DEPONENT: Yeah.
BY MR. MIMS:
Q Okay. But that's what it says? That's --
A That's what the e-mail -- that's what the e-mail says.
Q Right. So Exhibit 6 says --
A But I'd like to see the other e-mails regarding conversation. I don't think we -- we have them in that discovery.
Q And I apologize, and stop me if I do it to you. But it's hard for her to keep a transcript whenever we talk over each other.
A Okay.
Q I know you know what I'm going to ask. Let me finish my questions and I'll give you all the time you need to respond. Fair enough?
A Fair.
Q All right.
Exhibit 6, whether you agree with it or not, appears to be some form of documentation that contends that the prior ARB chair accepted the shed as ARB-compliant through a grandfathering process; is that correct?

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MR. CONDON: Object to the form.
A It – it appears that that's what that says.
BY MR. MIMS:
Q Sitting here today, are you aware of any evidence to contradict that as to whether or not the prior ARB chairman grandfathered in the shed?
A Repeat the question.
Q Sitting here today, do you have any evidence that Mr. Cence didn't grandfather in that shed?
A No.
Q Okay. We're in kind of a unique situation because we've got two separate lawsuits that we've agreed to combine for purposes of this deposition, so I just want to make sure. Earlier, when you were asked some questions about the fact that you haven't lost any employment, haven't lost any wages, you weren't aware of any damages to your reputation, that also applies to your allegations against the Village Green Homeowners Association; is that correct?
A Correct. I – there's not a – right now at this time.
Q I understand. I just wanted to make sure that we were talking about the same thing.
Let's talk about the Complaint as far as the HOA is concerned. The first cause of action is for

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defamation. Is there a particular statement or document that you're referring to as evidence of defamation on behalf of the board, as to you or your wife?
A We do have a – there was a – a witness that was aware of the – the case.
Q Okay. Who's the witness?
A Her name was – I think it's – she's on the witness list that you were provided. Gerthhof [ph] – Gerthhoffer. It's Pam.
Q Pam Gerthhoffer?
A I remember the last name more distinctly than the first.
Q All right.
A Gerthhoffer.
Q And she's aware of the lawsuit; is that what you're –
A She's – she's aware of the – yeah. She's a – was aware of – aware of the Village Green lawsuit that – that was spoken – familiar with Kateri at her workplace.
Q Right. And when you say the "Village Green lawsuit," you're talking about the lawsuit where you and your wife – or you, actually, just – were the only Plaintiff?
A It was before the – the Ravenel lawsuit, so.

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It was – she was aware of the lawsuit with Village Green Homeowners Association.
Q This is Pam Gerthhoffer?
A Yes.
Q Okay. And you know that she's aware of that lawsuit through the connotation that she had with your wife; is that right?
A She spoke of it to her. She wasn't –
Q All right. And you understand that you are the Plaintiff in that lawsuit; right? That you filed it with the court?
A I was the Plaintiff; yes.
Q Okay. And then as soon as you filed that lawsuit with the court, it becomes public knowledge to anybody who wants to read it?
A That's correct.
Q Okay. And the fact that Ms. Gerthhoffer – Pam – knew about it after you filed it –
A Well, I believe that she's also an acquaintance of one of the board members, too.
Q Okay. But why does that matter, if you filed a lawsuit that's public record to any and everybody in the country – or the world? I'm sure they could look it up on the internet under the Charleston County Clerk of Court's page. You put it out there; right?

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A Yes. The Complaint's out there; yes.
Q Okay. And that's all she was aware of, to your knowledge; right? Ms. Gerthhoffer?
A I don't know whether she had other details that – that weren't in the Complaint, maybe other conversations that were in an executive session or –
Q You don't know, one way or the other; right?
A But I do know she knows about it.
Q So sitting here today – sitting here today, to the best of your knowledge, you know that Pam Gerthhoffer is a witness to the fact that the lawsuit was filed and there were allegations that came from the Complaint that you filed as to the HOA; yes?
A She's aware of it.
Q Okay. Are you aware of anything else or anyone else where there have been statements or documents that allegedly defamed you or your wife that have been published?
A The – the only – let's see. There's the – I don't have any other documents other than what's posted on – there's – on the internet, of the censure, the minutes, that can be searched and Googled which can get in the hands of anyone, of maybe a future employer.
Q All right. Let's break that down. You're not aware of any statements that have been made by anyone

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associated with the –
A But no one has came up to me and said anything straight to my face; no.
Q All right. And you have no – you don't have any knowledge of any other communications anyone with the board had –
A That doesn't mean it's not there. But, no –
Q I understand.
A Not personally, no; nobody has come up to me. But –
Q Anything is possible. What I'm asking you –
A Right.
Q This is my opportunity to ask you –
A Right.
Q – what you have personal knowledge of that you plan to testify to in court. Okay?
A Uh-huh.
Q All right. You understand?
A Yes.
Q Okay. Are you aware of any statements that have been made by the Village Green Homeowners Association, any board members, officers, directors, agents, that you contend were defamatory as to you or your wife?
A I don't know. I don't have all the discovery

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from – from their activities.
Q So your answer is no?
A No; I don't have any information.
Q Okay. And as far as – you were asked about documents. You referenced some meeting minutes; is that right?
A Minutes, e-mails from the board members, that I – that I was not given access to or privilege to, and should have been.
Q So as far as meeting minutes, was there a particular date or number of – or series of dates?
A I only have what's on the – what's on the internet.
Q Right. Just whatever you Googled; right? When did – is that right?
A What's posted on the Village Green Homeowners Association, those – those minutes of meetings are there.
Q Okay. And when did you pull those up?
A Well, I've done a search maybe a year ago. They should still be out there.
Q I searched about ten minutes ago, and the only ones that came up for me were the May 21st, 2012, I believe, meeting minutes. Are those the ones that you're referring to?

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A Which ones? The May –
Q May 21st?
A Well, if you can get one, you're going to get the other ones.
Q I looked. I went to page five of the results of the Google search, and that was the only set that came up. So I didn't know if you had a different experience?
A And, you know, once you bring up the – even one set of minutes, you can easily – anyone who can search and want to inquire as to more information can get that information.
Q Has anybody done that, to your knowledge? Or you just think it's possible that it could be done, in your opinion?
A In – in re – in contacting reputation.com, they did it over the – well, just talking with them, they – they brought up those minutes.
Q Which ones has the reputation.com got?
A I – I don't know which one they brought up. They just said they could bring up some of the minutes.
Q Do you know if it's just the same May 21st minutes that I'm referring to?
A No. They didn't specify which date.
Q They didn't send them to you or produce anything?

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A No. They – it was just a – more of a curious at how much – you know, on a quick search –
Q Sure.
A – they could bring up.
Q Who did you deal with there; do you know?
A No; I don't. I – I have an e-mail from them giving a – kind of confirming our conversation, and I think it's some quotes on their protection services.
MR. MIMS: Will you produce that for us, as well, Mr. Condon?
MR. CONDON: Sure.
MR. MIMS: Okay. And you haven't produced that to date; have you, Mr. Condon?
MR. CONDON: No.
BY MR. MIMS:
Q Okay. And just so I'm clear, reputation.com; that's a vendor that tries to sell you services to protect your identity on line; right? I mean they have a pecuniary –
A Well, to try to suppress the –
Q Right.
A – negative information; yes.
Q All right. So assuming they just brought these May 21st meeting minutes up that I found, you don't know if they found any additional ones?

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A I'm sure they're pretty savvy and can grab any one they wanted.
Q I mean --
A I'm assuming. That's their job, so.
Q I know you're speculating. But I mean sitting here today, do you have any personal knowledge or evidence that they found anything other than the May 21st meeting minutes?
A Not that I'm aware of.
Q All right. And the May 21st meeting minutes that I've got a copy of them right here, those were actually prepared by you; is that right?
A If -- if those are the ones in May; yeah.
Q Yeah. And if they say prepared by you at the bottom of them, that would be correct; right?
A That happens to be just the ones you were able to pull up. I'm sure they were able to pull up others, as well.
Q I understand. But sitting here today, you agree that you prepared those May 21st meeting minutes; right? You submitted those?
A I was the Secretary.
Q Okay. So if that's what it says at the bottom of the page, you --
A But I didn't put them on the internet.

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Q I understand. But you wrote them? You drafted them; right?
A That was my job; yes.
Q Okay. All right. So -- and I think I saw Mr. Condon was present at that meeting, as well; right?
A Probably so.
Q Okay. So what was said at this May 21st, 2012 meeting that was so bad?
A I'd have to -- I don't recall. I'd have to review the minutes.
Q Do you want to see the minutes?
A If they're the minutes I'm thinking of, they were -- have been modified by Shawn Toole.
Q I think they were modified by someone.
A The minutes I drafted were not the original.
Q It didn't look like it even mentions anything about you, per se. Does that seem right, or you don't know?
A They had -- if that's the one that they asked if everyone approved all the prior minutes from the -- I think the April minutes. I did not approve. But they say -- and I even noted that I did not approve. And they changed that and said it was unanimous. Which the decision would have been unanimous, anyway, but. I did not vote. I did not approve.

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Q So --
A That was -- that was not noted. That was modified.
Q But it is accurate that it was unanimous at this -- you couldn't vote on yourself?
A Well, I -- what I said, you know, approve and that -- but, yeah, given the -- outnumbered; yes.
Q Okay. All right.
I have to put my hands on them.
MR. CONDON: I've got a copy, if you want it.
MR. MIMS: All right. Can we mark a copy of that?
MR. CONDON: Sure.
(Village Green Homeowners Association Meeting Minutes dated 05/21/12 (3 pages), Defendant Village Green Homeowners Association, Inc.'s Exhibit No. 7 is marked for identification and made part of this deposition.)
BY MR. MIMS:
Q All right. We've already talked about it a little bit but just -- we've marked Exhibit 7 for the record. Take a minute and look at those. Would you agree with me, those minutes are submitted by Matt Dawson? That's you?
A No. These minutes were not submitted by me.
Q All right.

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A These are not the ones I submitted.
Q Okay. Do you know why I said that you submitted those, at the bottom?
A They kept my name on what I had submitted. What I had submitted, they -- they had modified the wording to say that there were no nays. I was a nay.
Q Okay. At the bottom of the page, at the bottom of the last page does it say that copy -- that version was amended by someone?
A Okay. Then she changed it.
Q And who's the person that amended it?
A Marjorie Ratliffe.
Q Okay. Do you know her?
A She evidently was a member of the board.
Q All right. But in any event, it doesn't -- those meeting minutes, May 21st, the ones that we found -- that I found on line, doesn't say anything disparaging about you, doesn't say anything about censure, doesn't say anything about you at all other than that you submitted the --
A But that's --
Q That you were present; right?
A That's correct. Those --
Q Okay.
A The others are out there, as well.

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Q Okay. And again, just for the record, sitting here today you haven't either made an effort or been successful in getting any other meeting minutes on line, yourself?
A Oh, I – I've been successful in pulling them up.
Q When was that?
A When they first went out.
Q Okay. All right.
A My concern was that they were out there on the internet and they can be searched.
Q All right. And to the extent you talked to anyone at reputation.com, you don't know what they found or what they didn't find?
A It was a short meeting on what services it did provide –
Q Right.
A Because I think that was something that we wanted to present as part of the settlement, that – that they – Village Green would take care of the services and – and get that information off the internet.
Q Right. And has that information been removed from the internet now, or do you know?
A It has not been removed.
Q Off the web page?

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A My last review of the Village Green web site, that all the minutes from 2012 are still posted.
Q Oh. Okay. Got it here. All right. So the only documents you have an issue with are related to the Village Green Homeowners Association and your defamation cause of action, are the actual meeting minutes; correct?
A My problem is the censure.
Q Right. And that's what I was going to ask.
A There's no basis for censure; therefore, it is posted and letting people know that search or can – or can arbitrarily find that information, and ...
Q Right.
A And perceive me as having some poor credit. I mean I don't think – I mean I was also the Treasurer. I was also the – you know; I do have a reputation as a CPA. And so I think this is a potential of harm.
Q Okay. And again, today there's been no harm. You still have your same job. You're making more money than you made before; correct?
A That's not correct because of -- of – it's declined because of no contracts from teaching.
Q Sure.
A It has.
Q Sure. And I'm not talking about the adjunct work.

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A Okay.
Q I understand that was as a result of decrease in enrollment that –
A Well, it could be. That's what they've – they've said. But I don't know whether they've – because the end of the contract stopped right at the beginning of two thousand – I think it was the – I had minimal contracts at the end of 2012, so.
Q Okay. All right. But again, as far as your job as a CPA, you're still doing that to make more money?
A I do just some personal tax returns, so. I mean that's not my full time job.
Q Are these personal tax returns on the side?
A Yes.
Q As far as for Culburt –
A Kaliburn?
Q Kaliburn. Sorry.
A So far, there's –
Q That's your full time job; right?
A That's my full time job.
Q And that hasn't been affected?
A So far, it hasn't.
Q Okay.
A And my future employment, which would – I don't know whether it's going to be ...

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Q Okay. And as far as this defamation, though, it's my understanding, and I think you articulated a minute ago, that you just take issue with the fact that a censure was passed; correct?
A I have an issue with that there was a censure.
Q Right. And that –
A Because I don't feel there was any basis for the censure.
Q Exactly. But as far as what's contained within the meeting minutes that are published, everything, to the best of your knowledge, was accurate and correct as far as the fact that the motions were mandated for censure and the fact that they were seconded, the fact that it was voted on and approved and that you, in fact, were censured; correct?
A I had no control.
Q I understand. But as far as everything that appears in those meeting minutes in 2012, that information is accurate and truthful as far as what had occurred?
A It has happened; yes.
Q Yes. Okay. Your only concern is, you disagree with the basis for the board reaching that conclusion –

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A I – I can't –
Q – and you disagree with their decision; right?
A I can't disagree with the basis because there hasn't any been presented.
Q Fair enough. And just to be clear, all the meeting minutes, though, that were published on line; they were accurate and truthful as far as occurred and what was recorded in those minutes, to the best of your knowledge?
A No, because those minutes say that there were no nays. The information I provided actually stated that I did disapprove.
Q Okay. So that's the only thing?
A So – and –
Q And in the May – the May 21st, 2012, meeting minutes, you think it's just that 21 –
A I think one minutes say that I did receive justification, but I did not.
Q Okay. All right.
A So July – either July or August minutes, I think, of 2012. After my – after my statement in – I think July. It was a June meeting. I think there was a note that – that justification was given, and it wasn't.
Q But as far as the March and April meeting

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that dealt with the actual acts of the board, decisions of the board related to the censure; those were all accurate and truthful; is that correct?
A The information that took place.
Q Yes?
A Yes.
Q Okay. As far as the basis for the censure, you're aware that a complaint was filed by Dave Malara and Virginia Adrihan, your next door neighbors, on March 19, 2012, or thereabouts?
A Uh-huh.
Q Yes?
A Yes.
(Memo dated 03/19/12 from Dave Malara and Virginia Adrihan to Board Members of Village Green Homeowners Association (2 pages), Defendant Village Green Homeowners Association, Inc.'s Exhibit No. 8 is marked for identification and made part of this deposition.)
BY MR. MIMS:
Q And just to confirm for the record, Exhibit 8 is, at least in part, the complaints and allegation filed by your neighbors regarding your conduct, wherein they asked the board to take action?
A Yes. This is what they presented.
Q Okay. And you understand, as a member of the

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board, that you have a fiduciary duty to the board, to the HOA in its entirety, and to the residents of the neighborhood; is that right?
A Yes.
Q All right. And according to Robert's Rules and other sources, a censure is a way for a board not to embrace the actions of one of its members and to separate itself so as not to incur liability or exposure to liability to the rest of its members. Is that consistent with your understanding?
A The censure – my understanding was that it would be warranted for someone breaking – a violation or placing blame. I didn't see that there was any warrant for it.
Q Okay. And I understand you disagree with the decision. But you agree with me there were certain allegations that are laid out here in this document, whether or not you agree with their accuracy or not. But your neighbors are laying out a timeline of things that you did, including sending this Exhibit 4 e-mail with the harsh language, to say the least, that they felt were inappropriate by a board member; is that right?
A Repeat the question.
Q Sure. That last exhibit we just marked –
A Yes.

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Q Right?
MR. MIMS: Madam Court Reporter, what number was that; 9?
MADAM COURT REPORTER: It was No. 8.
MR. MIMS: Okay. All right.
BY MR. MIMS:
Q In Exhibit 8, you acknowledge that your neighbors set forth a number of things, actions on your part, that they felt were inappropriate, and, as a result, they asked for your removal as a board member; is that right?
A That's -- that's correct.
Q All right. And whether or not you agree with the facts that are contained in that document, you understand that those actions were part of the things that were considered by the board in reaching the determination to censure you; correct?
A No. I'm not aware of any research or investigation. As I mentioned before, in the meeting, they didn't want to listen to me.
Q Okay. And I understand --
A I didn't get a chance to explain myself.
Q And I understand you weren't a part of that investigation. Obviously, you would have a conflict because the investigation would have been about you;

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right?
MR. CONDON: Objection.
A I would have had a chance to – at that meeting, to say something in regards to those allegations. And I was not given the opportunity.
BY MR. MIMS:
Q You were not given the opportunity that night. At a later – on a later night, you testified earlier that you were then given the opportunity. There was a discussion amongst you and the board members about what happened?
A There was never a discussion about what happened. The – they told –
Q Well, we can pull up your earlier testimony, but –
A April 24th, they had – the only mindset that they had was to censure. They presented a draft of a letter, and I gave them a definition of censure. I reread the – the text message. And the –
Q Well, you stated your case as to why you didn't believe the censure was appropriate?
A Right. And they still didn't give me any –
Q And they disagreed with you?
A And they didn't give me any basis for why they were still going to continue.

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Q All right. And instead, then, once they heard from you, they concluded their investigation and issued the censure; right?
A I wasn't necessarily giving a statement. I was pointing out the fact that you're doing a censure; do you know what that means? And the fact is, is that you're basing all this information off a text because there was no research conducted. And so –
Q But you don't know that; do you?
A I've not been given any –
Q I understand you haven't been given anything. But do you know for a fact – sitting here today, do you have personal knowledge –
A If they did, they would have talked to me, at least gotten – gathered any information from me. So if they did, it was a one-sided investigation.
Q Very fair. Very good. Okay. And I think you've agreed earlier that – I've got a copy of the Master Deed here. But any board member can be removed, with or without cause, at the discretion of the board; right?
A That's true. I wasn't removed by them.
Q And you resigned before you were removed by them?
A I don't know whether they wanted to remove

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me. Dave was trying to sell me, but I resigned. So I wasn't removed by the board.
Q You resided prior to your removal?
A I was not removed. I –
Q Earlier, you testified that they were –
A Whether they were going to or not or have been able to if there was going to be a unanimous vote, that's speculation.
Q Okay.
A I resigned before there was a meeting.
Q All right. Likewise, you would agree with me, under Robert's Rules and parliamentary procedure, that the board has the power to censure its directors and members if it believes that they are acting inappropriately?
A And they didn't follow Robert's Rules when they conducted that meeting.
Q Okay. Did you follow Robert's Rules when you asked for reconsideration? It's a very specific protocol.
A I don't think anyone was – was completely aware of Robert's Rules.
Q Okay. So your answer is, no; you didn't follow that protocol within Robert's Rules as far as –
A I can't say that I did or not because I

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wasn't aware of it.
Q You agree, though, that the board has both the authority to remove homeowners from the board of directors as well as to censure, offer them as a counsel – counseling or other disciplinary measures?
A No. I wasn't aware that they were providing volunteers with reprimands and acts of – you know, and – and any sort of punishment.
Q I understand that you weren't aware of it. But you acknowledge that –
A Although I didn't see it in the guidelines.
Q Let me finish my question first. Okay? You acknowledge that it's well within the board's discretion and authority to –
A No.
Q To render those disciplinary actions?
A They – I was not aware of any, within any of the guidelines, governing documents, that they can order disciplinary actions.
Q All right.
A If they wanted to remove me, then why didn't they? They didn't feel –
Q Because you resigned; right?
A They held meetings on whether to remove me, and didn't.

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Q I understand. But you testified earlier --
A But I resigned because there started to become a conflict after I sought legal counsel.
Q You were suing the board?
A Yes.
Q All right. Including all the other residents that lived in the neighborhood who were members of the board?
A Suing the board; yes.
Q I mean it's actually interesting. I mean you were also suing yourself as a member of the HOA, because you and your wife were members of the HOA as well; right?
A We were members of the community; yes.
Q Okay. And I guess what I'm trying to figure out is exactly why you're suing the HOA. I understand why you have complaints --
A It's the board.
Q -- about Mr. Malara.
A It's a legal institute. And --
Q I'm sorry. I understand you voiced your complaints about Mr. Malara. You talked earlier about your concerns about Ravenel. And I guess my question is, what complaints do you have and why are you suing the HOA?
A I thought that was outlined in the Complaint.

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The censure was the basis of the defamatory acts by the -- by the censure. Posting it on the internet. And no basis for it. I've listed all the --
Q Let's go through them.
You don't think there's any basis for the censure?
A No.
Q All right. What else?
A Those -- those minutes that reference the censure as posted on the internet.
Q Which ones were those? What month?
A That would be the April 24th, I believe, and then all the prior minutes referencing the removal of the ARB chair, the -- I'm more concerned with the censure and -- and that -- that it's not warranted.
Q All right. Anything else?
A It discredits me.
Q Anything else?
A It's -- it's the censure, and -- and it's -- and it's posting on a public forum.
Q All right. Any other complaints or criticisms related to the HOA that are subject to this lawsuit?
A The censure is the major issue.
Q All right. And as a result of the censure, I

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understand that you have not incurred any damages to date as far as economic damages of any sort?
A As far as I know.
Q So that's correct: You have not incurred any economic damages today as a result of the censure?
A No. Just the embarrassment and humiliation of being censured for -- without any warrant or basis for it and -- and not given anything in writing for it, that it's ...
Q And as far as that embarrassment and humiliation, can you give us examples of that occurring?
A Well, it's within -- between the board members, and, certainly, whoever they speak to. I mean they certainly interact with other neighbors in the -- in the community, you know.
Q So in particular, when have you been harassed or embarrassed directly that you contend is a result of the censure?
A Well, I -- I think even the neighbors, in some respect, some fashion, have found it to be -- have harassed, in addition to what they've done, and just the knowing that -- that their pressure, their -- their threat of legal action against the board, caused them -- caused the board to respond, potentially.
I do have an e-mail that you have, regarding

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Laura's response that why don't we just appease Dave, and Matt resign.
Q Who is that from?
A From Ms. Laura Deaton. And I've been -- evidently -- it's humiliating to know that the following year, I was sent an e-mail that you have from Nadine Evans, that I was going to be awarded a certificate of appreciation. Just abuse by the board.
Q Is that in that packet you produced today? I haven't that seen before.
A You should have it.
MR. MIMS: That's that new packet?
MR. CONDON: It should be already --
MR. MIMS: Right.
BY MR. MIMS:
Q So you didn't like that you were being given a certificate of appreciation?
A I didn't find -- I didn't find it funny because I thought that she was the one wanting to arrange a meeting to have me removed. She was part of that censure meeting. So -- you know; mentally, this has not been an enjoyable ride that -- you know, for them to do what they did and not give me any -- any justification for their censure. And then, a year later --
Q I mean there's not --

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A -- want to award me a certificate of appreciation.
Q And I know you want to -- but you acknowledge you received Exhibit 8 prior to receiving notice of the censure; right?
A And this is?
So what you're saying is that this is my basis? This is the basis of -- which we already determined that it's a one-sided research?
Q I didn't say you disagree with it. But you certainly knowledge that --
A That was --
Q Those were some of the underlying issues --
A I'm not saying it's --
Q -- that led to the censure; right?
A These -- they -- they have personal issues that they wanted the board to resolve, and they threatened the board in this. And they obviously had made an affect with at least the one board member, Laura Deaton, where she even comments in an e-mail that why don't we just appease Dave? So they're succumbing to -- to Dave's pressure and his false allegations in this, this statement.
Q And I understand that your opinion is you don't like their conclusion. But --

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A I'd like to know how they came up with their conclusion. What was their basis? And I kept asking for justification -- and still am.
Q But you have, in writing --
A I don't have anything in writing. That's not -- to me, that's not in writing from the board.
Q All right. You recall getting this letter, April 16th, 2012, from the board? Actually, let me strike that real quick.
MR. MIMS: Let's take a break.
(At this point there is a break in the deposition.)
BY MR. MIMS:
Q I'm going to let you look at Exhibit 8 again. All right. We're looking -- for the record, we're looking at Exhibit 8. What I'd like for you to do is go through these numbered paragraphs and tell me if these things actually happened and are true. Let's start with number one.
Is it true that the homeowners at 3286 installed a fence in November of 2011?
A They -- it's true that they installed a fence.
Q Okay. Is it also true that, at some point, you started looking into the sufficiency of the approval from the ARB?

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A No; that's not true.
Q Okay. So even though you acknowledge that it's approved by the ARB, you didn't take issue with the way it was constructed, whether or not a plot was submitted?
A In that e-mail, I commented to Dave. But I did not pursue any research and investigation.
Q Okay. Did you look to see if the plot was actually submitted before you made that accusation, or not?
A I -- I -- I had seen the plot and the -- but I had -- I had no investigational knowledge. Okay?
Q Would you say a plot was insufficient for purposes of the fence construction?
A It was after it was approved in that one e-mail, but I commented that -- that I didn't feel it was -- that it met the ARB guidelines.
Q Correct. So you took issue with the fence?
A I didn't investigate the fence.
Q Okay. All right. How about the next, number two? Is there an issue -- I believe Mrs. Dawson came over and did something to the patio door while Mr. Malara was out of the country?
A My understanding, it was to go over and close the screen door because our cat was still going over

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there and eating the food and sleeping in the bed that they had provided for our cat.
Q All right. Okay. So that's true? The door was closed? The patio door was closed while they were out of the country?
A We closed it. They kept it.
Q And then did you put chairs -- you or your wife but chairs in front of the patio -- patio door?
A My wife did.
Q Okay. So that's true. And then left a note on the property?
A She did.
Q Okay. And at some point thereafter, you were put verbally on notice, you or your wife, of trespass? Were you aware of No Trespassing signs that were posted?
A There was a No Trespassing sign, put according to trespassing and -- our property -- our cat was over there, so we could go get it.
Q So to the extent that Paragraph 2 says that your wife went over and manipulated or closed the patio door and she put a chair in front of the patio door and she left a note, despite the fact that there were No Trespassing signs posted, all that is true?
A And what is this got to do with -- with the censure, and then they brought this to the board and

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something that's unrelated to me?
Q I get to ask the questions. That's how this works.
A Come on.
Q Just – let's go to Paragraph 3. You agree that Paragraph 3 is true, that you sent a number of text messages, e-mail communications, some of them that had abusive language?
A No. Just the one e-mail.
Q Okay. But you agree that the one e-mail said you motherfucker, Dave, fuck you?
A I read it out loud; yes.
Q Okay. And you agree that there were other types of e-mails that were sent, regardless of whether or not they had bad language?
A There were others; yes.
Q Okay. So that's true. Mr. Dawson and his wife discussed the homeowners at 3286 Middleburry Lane and the surrounding neighbors. Did that occur?
A No; that's not true.
Q All right. And how about Number 5; is that true?
A As indicated from their e-mails, it must have been, certainly, after Dave and I agreed, shook hands.
Q So that was true?

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A I assume; yes. There was no contact.
Q All right. How about Number 6; is that true?
A We weren't warned. I don't believe I have anything in writing in 5. There might be – 3 was – February 3rd was to go over and invite, because we had sent text messages, which I assumed we were still playing good neighbors at the time. So I went over to personally invite them over to my house.
Q Okay. So Number 6 is true?
A No; it's not true. From – the fact is that I didn't go over there and demand why they were not answering my texts. I just wanted to – didn't know whether or not just not answering, didn't get my texts. But I wanted to personally invite them to our house.
Q Let's go through them a little bit, then. Number 6 says, in part, that you appeared at the homeowners' front door. Is that true?
A That's true.
Q All right. And at point did you demand or ask that they received your text or why they weren't answering your text?
A I didn't demand. I just – I –
Q Go ahead.
A I assumed they didn't get my – my text.
Q Okay. And the purpose of you going over was

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to invite them to a social event?
A Yes.
Q All right. And they declined to come to the social event?
A Yes; she did.
Q Okay. And a lot of this, it seems there's some concern that Mr. Malara and his partner weren't responding to texts and you'd, basically, you know, lost a friendship or something like that?
A Again, I didn't know whether they were just – weren't familiar with the phone number I guess or what the case was.
Q And there are some attachments to the back of this letter, the March 19th letter – exhibits, rather, Exhibits 1, 2, and 3 – actually, it was 1 and 2. There's multiple pages about these text messages. Do you acknowledge --
A Yes.
Q – obviously, those texts?
A I sent the texts after I left. I was there to talk to Dave. And Virginia approached me and verbally abused me by calling me a "motherfucker" and other – several of those. And –
Q Where was that? On –
A That was –

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Q – her front porch?
A That was the front porch; yes.
Q On her property; right?
A That would be yes.
Q Okay. All right. So we agree with some aspects of Number 6 and disagree with the other aspects; is that fair to say?
A I'm – I'm sorry. February 3rd?
Q Yes.
A Yes.
Q Okay. How about Number 7, March 10th? Mr. Dawson walked to the pond easement in the back of the property, 3286 Middleburry Lane, and, again, taking photos?
A Between – yeah. I was on the easement.
Q I understand you were on the easement. But did you go out there and take photos on March 10th?
A We did.
Q Okay. And you say "we." You and your wife, or just you?
A Well, I – I know I did.
Q All right. And why did you – well, what were you doing that for?
A Well, we were certainly taking pictures of the shed that was still there, that could still be seen.

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I'm not sure, March 10th, what other pictures. Maybe the, you know, No Trespassing signs that were also inappropriate and -- and --
Q So this is the time that you were the recently-elected ARB chairperson; is that right?
A And as a resident -- resident, I was taking these photos; yes.
Q Okay. You always try to distinguish between being a resident versus --
A Well, I --
Q -- an ARB chairperson. Which one were you -- which hat were you wearing this day when you were taking these photos on the easement behind your neighbors' property?
A I took these photos as a capacity -- as a resident. But there's -- it was still --
Q And, frankly, it doesn't really matter; does it? I mean whatever you did --
A I -- I --
Q Whether in your mind if you were doing it as a personal resident or as the ARB chairperson --
A Well, since we're going to deal with it, I -- I took a photo of the actions that were happening. And this would have been in regards to not the censure, but in regards to his behavior since November 11th, so.

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Q Right.
A These are -- this would not have been used to submit, I'm just saying were not submitted for -- as a complaint, other than they were taking photos of the behavior that's -- ever since that November 10th -- or 11th, 2011, complaint that was filed. His behavior has been such that, since then, that these No Trespassing signs and the other gaming signs were put out. So we were taking evidence.
Q Right. And those were violations, you said, of the ARB guidelines, earlier, that --
A Well, they -- no; they -- they shouldn't have been there.
Q They shouldn't have been there. Other than -- I didn't see anything in the ARB guidelines specifically on the point that --
A Esthetics. There's an esthetics issue.
Q I think that generally falls with the esthetics, although it's not specifically provided for; right?
A Yeah. Well, if -- we're not to have No Trespassing signs in our -- in our yard.
Q And you said you were taking back there, and then when you were on the pond easement on March 10th, you were taking pictures of the shed and the fence, as

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well?
A Well, it was in the background. It's -- it's the whole --
Q The whole thing? They had ARB issues, in your opinion?
A I wasn't there as -- I wasn't there collecting ARB issues. I was there collecting information regarding the -- his behavior since the 2011 complaint.
Q And what -- I mean what --
A This is unrelated to the -- I mean this is related to the --
Q It's all related?
A To the complaint. And we're documenting his behavior.
Q And why? Why were you doing that, documenting his behavior?
A Because it's harassing.
Q At that time, did you intend to sue Mr. Malara for harassment, or his partner?
A We -- we were just documenting.
Q There was --
A His behavior.
Q For the sake of documenting it?
A Well --

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Q That was the intent of the two litigations?
A There -- there was -- document his behavior over the -- the course of how long it's going to last so that if there is going to be needed litigation, then we would have the support. Otherwise --
Q And at that point in time, did you intend the litigation to be against Malara or had you decided who the defendants were going to be?
A Well, his behavior is in response to Ravenel Associates.
Q Okay. I gotcha. But in any event, you agree that this occurred, you just -- that you were back there on March 10th on the easement and that you were taking photos of 3286 Middleburry; right?
A Yeah. I stayed off their property and took photos; yes.
Q I understand. Did you go on any other properties or any easements behind any other properties and take photographs?
A I stayed only on the easement.
Q Right. But did you take photographs of any other property?
A If there was issues. I wasn't there -- there was no violation to take a photo of, so.
Q Well, you had the shed; right?

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A Well, that would be there.
Q Okay. You took a photo of that; right?
A Well, that's in the background; yes.
Q Okay. Did you take photos of any of the other sheds at any of the other residences?
A I've already submitted, at that time, all the -- the 11 or 12 sheds that are on our street. I brought that up. That's not --
Q But did you go in easements behind their back yard or look across their fence and take photographs of their sheds or anything going on in their back yards?
A Some of them you can see from the front yard, so.
Q Did you take photographs of the front yards?
A I -- I -- I think I do have photographs. If not, they're still there; I can get them now.
Q And that's not my question. My question is, did you take --
A Did I take --
Q -- photographs --
A -- them at the time --
Q Did you take them during this period of time that --
A I wasn't taking the -- I already had photos of the shed, so that was not an issue. I was taking

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photos of the -- the trespassing signs, primarily. And, of course, those other violations are still in the background.
Q So Number 7 is true, though; you agree?
A Yes.
Q Al right. How about Number 8? Do you agree about the text messages you sent about the security cameras; is it true that that occurred?
A I -- I did send a text message.
Q Okay. And how about Number 9? Would you agree that you were outside and there was a conversation with Mr. Malara and an argument ensued?
A That's not true. I -- I didn't -- didn't call him a "motherfucker."
Q Okay. Do you agree that that discussion occurred, although you deny that you --
A I -- I was confronted and -- and there was a one-sided argument by Dave Malara.
Q Okay. And Number 10 says that you explained that the security cameras needed ARB approval; is that correct?
A I did explain the modification to the home; yes.
Q Okay. And it says Ms. Adrihan mentioned that other homes around the Village Green, specifically two

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homes directly across the pond from Mr. Dawson's home, had security cameras?
A It was -- it was pointed out; yes.
Q Okay. And then Ms. Adrihan went on to say to you that she felt you were using your board position to harass homeowners because you were upset about the fence still?
A No; that's not true. I'm not upset about the fence.
Q I understand that. Did she say that, or is that part of some conversation you had -- that Adrihan had towards you?
A I don't recall her saying that.
Q All right. So are far as Number 10 is concerned, the majority of it is true. You don't recall the last line?
A Yes.
MR. CONDON: Object.
BY MR. MIMS:
Q I'll rephrase.
As far as Number 10, do you agree with me that the majority of the events that are described here occurred, except for the last line, which you cannot recall?
A Yes.

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Q Okay. Number 11; do you know if the security cameras were previously discussed with a prior ARB chair and no issue found?
A There were cameras that he initially was installing March 16th -- no; excuse me -- in December. He took those down. So there wasn't any cameras for several months. And then all of a sudden he's out -- they were installing new cameras, so. I don't know if he had been -- and he still needed to discuss it then, I suppose, because we don't know whether he was going to put up different, bigger cameras, smaller cameras, white cameras, black cameras.
Q All right. But before you sent the text to him to submit the form to the ARB, did you do any investigation to make any determination if he had received prior approval --
A Based on the --
Q -- from the prior ARB chairperson or his committee?
A The ARB chair never made himself present for any meetings.
Q So the answer is, no; you didn't undertake any prior investigation to determine if there was prior approval?
A Since I was the ARB chair, I did not receive

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any ARB form during 2012.
Q Did you –
A If he had it in 2011, then all he had to say is, I already have the form. But the fact is that those cameras were already taken down and new ones were being installed several months later, which would warrant a new – at least some sort of acknowledgment that this is what they're doing, with the board.
Q Right.
A Most of the residents have – in my experience in the short time as the ARB chair, had made inquiries with their – with ARB guidelines and reforms. And so none was received.
Q But prior to sending the text message in March 2012, did you perform any investigation to determine if a prior ARB committee chairperson had given permission for those cameras to be installed?
A I would imagine that the prior – the prior –
Q You can explain. Just – if I could just get a yes or no, if you conducted that investigation or not, and then you can explain as long as you want.
A No.
Q Okay. Number 12. And we talked about this a little earlier, the fact that you conceded that the fence

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was ARB approved, but, in your opinion, it was not within the guidelines because a plot was not submitted; right?
A In my opinion, that's nothing –
Q Is that correct?
A That's nothing I approved. I – I – you know. I can't do anything about the fence. It was approved.
Q Okay. But you agree, Number 12, that that conversation occurred; that's true?
A That's – that's not true. I told them they had a nice fence. And even though I didn't agree with the position of the fence, that it had nothing to do with the fence itself.
Q I understand. But you said that – did you have some conversation substantively –
A No.
Q In part, was, the fence was approved by the ARB, but you had concerns that it was not within the guidelines?
A No.
Q As a result of a plot being not submitted?
A 12 is untrue.
Q Okay. Number 13. Take a look at that one and tell me if it's true, false, or partially true – or partially false.

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A [Reviewing.] It's not true. Just because it can't be seen from our property doesn't mean it can't be seen from others, other areas.
Q And I agree, and I understand that you take issue with part of it. Do you agree that you brought up, at that time, issues with the shed on their property?
A I don't know whether there was an agreement with the prior board chair to send that – that e-mail. But at the time, when we were – Nadine and myself and Bob Cherry, there – there was no ARB form.
Q Would you say that you saw a violation, as it states here?
A I already knew there was a violation.
Q No. But at some point in this conversation, this March 16, 2012 conversation out front of the house after the text had been sent, did you tell him that you saw a violation at his home?
A No.
Q Okay. All right. Did you bring up the shed at all?
A I – I don't believe the shed was brought up. It was – had already been part of the complaint, earlier.
Q To your knowledge, that you take an issue with the shed in part of the complaint – or your wife

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had; right?
A Yes.
Q Did you contact the police, or did they contact the police after the altercation?
A Yes. I did.
Q Okay. Do you know if they did, as well? Number 14 is true, one way or the other?
A Yes. The police were contacted.
Q All right. Number 15; is that true?
A No.
Q After the incident, did you have a discussion with another neighbor?
A No.
Q Okay. You weren't out in the yard talking to another neighbor after this text message was sent?
A No.
Q Whenever you had this conversation with Mr. Malara and his partner, that was out in the yard; right?
A That was -- that was in the yard; yes.
Q Okay. Was there anyone else present, or witness to that conversation?
A I'm – I'm not – the neighbor I was talking to I believe left and went into the house. I don't know. I might – Dave basically jumped me and I spent all my

attention on him.
Q Who was the neighbor that you were talking to immediately prior?
A Patty Dukes.
Q All right. So as far as Number 15 is concerned, it's true that you were talking to Patty Dukes immediately before the incident –
A But not immediately after. That's not true.
Q Okay.
MR. MIMS: All right. Well, we said six o'clock today. It's 6:07, so we will call it a day, Joe. Is that fair?
MR. CONDON: Yeah. Yeah; that's fair.
MR. MIMS: And we've agreed that we're going to try to reconvene and continue?
MR. CONDON: Yes.
(The deposition adjourns at 6:07 p.m.)

CERTIFICATE OF REPORTER

I, Lorraine A. Wharton, Court Reporter and Notary Public in and for the state of South Carolina, do hereby certify that the aforementioned deposition of MATTHEW LYNN DAWSON was recorded by me and transcribed through computer-aided transcription by me to the best of my ability.

I FURTHER CERTIFY that the foregoing transcript is a true and correct transcript of the testimony given by the said deponent at the time and place specified.

I FURTHER CERTIFY that I am neither attorney nor counsel for, nor related to nor employed by any of the parties to the action in which this deposition is taken, neither am I financially interested in this action.

IN WITNESS WHEREOF, I have set my hand and seal this 15th day of August, 2014.



Lorraine A. Wharton
Notary Public for South Carolina
Commission Expires: 7/20/2017

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON
MATTHEW L. DAWSON and KATERI DAWSON,
Plaintiffs,
vs. CASE NO. 2014-CP-10-2319
RAVENEL ASSOCIATES, INC.,
d/b/a RAVENEL ASSOCIATES,

Defendant.

MATTHEW L. DAWSON,
Plaintiff,
vs. CASE NO. 2013-CP-10-457
VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.,
Defendant.

DEPOSITION OF: MATTHEW L. DAWSON, Vol. II

DATE: August 27, 2014

TIME: 10:52 AM

LOCATION: Carlock, Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, SC

TAKEN BY: Counsel for the Defendants

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR

APPEARANCES OF COUNSEL:
ATTORNEYS FOR THE PLAINTIFFS
MATTHEW L. DAWSON and KATERI DAWSON:

BY: J. JOSEPH CONDON, JR.
3842-C Leeds Avenue
North Charleston, SC 29406
(843)554-1000
condonlaw@msn.com

ATTORNEYS FOR THE DEFENDANT
RAVENEL ASSOCIATES, INC., d/b/a
RAVENEL ASSOCIATES:

BARNWELL, WHALEY, PATTERSON & HELMS
BY: PHILLIP S. FERDERIGOS
288 Meeting Street, Suite 200
Charleston, SC 29401
(843)577-7700
pferderigos@barnwell-whaley.com

ATTORNEYS FOR THE DEFENDANT
VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.:
CARLOCK, COPELAND & STAIR, LLP
BY: DOUGLAS W. MACKELCAN
40 Calhoun Street, Suite 400
Charleston, SC 29401
(843)727-0307
dmackelcan@carlockcopeland.com

- and -

LUZURIAGA MIMS, LLP
BY: RANSOME H. HELMLY
50 Immigration Street, Suite 200
Charleston, SC 29403
(843)266-9782
rhelmly@lmlawllp.com

ALSO PRESENT:
Kateri Dawson

(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent waives reading and signing of this deposition.

* * * * * * * * * * * * * *

MATTHEW DAWSON

being first duly sworn, testified as follows:

EXAMINATION

BY MR. MACKELCAN:

Q. Mr. Dawson, I'm Doug MacKelcan. You didn't get a chance to hear from me last time yet because we stopped before that was the case, but I represent the Village Green Homeowners Association in the lawsuit you filed against it, and I've got some questions for you today.

There may not be very good flow to my questions because I'm going to try really hard not to ask a question that you've already gotten, but along those lines, if there's a question that doesn't make sense, please ask me to restate it.

Is that all right?

A. Yes.

Q. And is it fair for me to rely on your answer as being truthful to the best of your ability if you answer it and you have not asked me for clarification?

A. Yes.

Q. As with before, if you need a break for any reason, just please feel free to take it. I have no idea how long we're going to be here today. I hope your portion of this won't be a whole lot longer, for your sake and all of our sakes, but I'll go ahead and get started with some background questions.

You testified that you have a 23-year-old son. Is that right?

A. Yes.

Q. Where does he live?

A. He lives now in San Francisco. And he's 24 now, by the way.

Q. Where did he live in October of 2011?

A. I believe he lived downtown, Charleston.

Q. Did he go to college?

A. Yes.

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Q. Where did he go to college?
A. I think at that time Trident Tech.
Q. Where else did he attend college?
A. He did a semester at College of Charleston.
Q. What is he doing in San Francisco now?
A. He is -- he just started school at San Francisco Art Institute.
Q. When did he move out of your house permanently?
A. I don't remember. It'd have to be sometime that year.
Q. Which year?
A. 2011, I think that time frame, probably early 2011. I'm trying to recall.
Q. And that's fine. I'm not looking for an exact date. I'm just trying to get a general idea.
Where did he go to high school?
A. He didn't finish high school. He got his GED.
Q. When did he get his GED?
A. 2010.
Q. Did he attend high school?
A. I think one -- his freshman year, I

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think.
Q. Where did he attend his freshman year?
A. West Ashley High School.
Q. What did he do after that?
A. He was homeschooled for his sophomore year. Then after that, I think that's -- I think he worked at Bi-Lo, did some -- not much other than skateboard and work at Bi-Lo, I think, at that time. Zaxby's, I think, as well.
Q. Who homeschooled him?
A. Both me and my wife.
Q. Why did he stop school after sophomore year?
A. Well, he had an incident at school, got suspended.
Q. Was that during his freshman year?
A. Yes, I believe it was.
Q. What was the incident?
A. I believe he had some marijuana on him.
Q. How long was he suspended for?
A. For several months. I think they tried to -- tried to go into another school program, and of course that didn't work out, so he just opted to have him leave school.

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Q. How much marijuana did he have?
A. I don't recall.
Q. Do you know where he got the marijuana?
A. No.
Q. Why did he stop homeschooling after his sophomore year?
A. Well, it was just -- he did very well, but he just wasn't -- didn't want to proceed, and there was not much we could do. He wanted to -- it just didn't work out.
Q. And so you said he was working at Bi-Lo and Zaxby's, and he was living at home at that time?
A. At that time, yes, yes. He didn't move out until he was almost 18.
Q. Did he have any other difficulties -- I shouldn't say other. Did he have any arrests while he was living at your house?
A. No.
Q. Did he ever spend any time with Dave Malara?
A. Yes, he used to, him and Virginia, go -- we would socialize, and if we would go home, he would stay and talk.

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Q. Did he go to the parties they had at their house?
A. Yes. We would all go.
Q. Would he drink alcohol at those parties?
A. No.
Q. Do you know if he is in communication with either Dave Malara or Virginia at this time?
A. No, not that I'm aware of, but I don't believe.
Q. When were you married?
A. It was 1996.
Q. Have you and your wife always lived together since 1996?
A. Yes.
Q. You were going to say something?
A. Yes, we did.
Q. It sounded like you said but, so I was curious.
A. No. I was just clearing my throat. No. We've always lived together.
Q. Have you ever been separated?
A. Let's see. Maybe about four months, I think. During that time period, she lived in North Charleston, I think, for four months, and

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then we then resided together since then.
Q. When was that?
A. I don't recall the dates or the year. It was a long time ago.
Q. Was it before 2010?
A. Yes, I think so.
Q. Did the separation have anything to do with Dave Malara or Virginia Adrihan?
A. No.
Q. This is where I start jumping around. That's my fair warning.
Did Dave Malara ever tell you why he was putting up cameras or lights on his house?
A. No.
Q. Did you ever ask him why?
A. I may have inquired about it in December when he started to put them up. I don't recall -- I know that he agreed to take them down and just -- and took them down.
Q. And I really don't want you to guess at all. When I ask you a question, if you don't know, that's fine, but if you asked him, you asked him, if you didn't, you didn't, if you don't know, you don't know. I mean, let's make sure that you're not guessing about what was said or wasn't

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said.
Do you know if he mentioned anything about a concern about trespassing?
A. No.
Q. Have you talked to anyone that is an owner at Village Green about this lawsuit?
A. No.
Q. Has any owner at Village Green asked you about the lawsuit?
A. There may be people know about -- my friends that know that we're in a lawsuit, but that's the extent of it, no discussions about it.
Q. So the question was has anyone ever asked you about the lawsuit?
A. Yes. That's the extent of it.
Q. Who was it that asked you about it?
A. Chris Craven, Clay Thompson, friends of ours who were previous owners that home -- that would be Jay and Angela Jajroz.
Q. Jajroz, can you spell that?
A. I believe that's J-A-J-R-O-Z.
Q. Just like it sounds.
A. Close.
Q. Anyone else that has asked you about the lawsuit?

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A. Asked me about it?
Q. Sorry. Anyone else that either lives or lived in Village Green that's asked you about the lawsuit?
A. Our neighbors across the street, Patti and Jamie Dukes, Troy Shull, and that's -- I think that's it.
Q. When Chris Craven asked you about the lawsuit, what did he ask you?
A. He didn't -- he just knew about it. It wasn't -- I think they asked questions of how's it going, that sort of thing. Chris knows more, probably, than anybody only because he -- I think he was aware of the conflict because he was trying to mitigate between -- because he was Dave Malara's best friend at the time, and so he would -- so he knew a little bit about the tension that was between -- with Dave Malara, the incident anyway, and so tried to mitigate the best he can. But there was no details other than just we tried to avoid the conversation at all times, just to not involve anyone.
Q. You said he was Dave Malara's best friend at the time. Is he no longer Dave Malara's best friend?

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A. Dave Malara has alienated all the people that used to go over to his house since November 10th, 2011.
Q. You just referenced everyone that used to go to Dave Malara's house. Who else would be included in that group of people that were regulars at his social functions?
A. Some people I wouldn't know, I mean, just by face, because they might have been someone he knew, Dave knew, but those are the core that would go over there for barbecues or watch football, that sort of thing, the names that you really --
Q. That you just mentioned, Chris Craven, Clay Thompson?
A. Troy Shull.
Q. Sorry. What was that?
A. Troy Shull. Once in a while, Jay and Angela. They mostly came to our house because they live -- they don't live in the neighborhood anymore, so --
Q. And so just going back to the question I asked, which was: Are Dave and Chris Craven no longer best friends?
A. That's correct.

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Q. Are they friends at all?
A. No.
Q. Are you still friends with Chris Craven?
A. Yes.
Q. Are you still friends with Clay Thompson?
A. Yes.
Q. Is he still friends with Dave Malara?
A. No.
Q. Troy Shull, are you still friends with him?
A. Yes.
Q. Is he still friends with Dave Malara?
A. No.
Q. Can you name for me any other Village Green residents who you socialize with fairly regularly? Let's say that as -- this will say something about how limited my social life is right now, but let's say fairly regularly as being quarterly, three, four times a year.
A. The residents, mostly Chris Craven. We socialize with Patti and Jamie Dukes across the street. I think that's -- mostly just those.
Q. Is there anyone, any Village Green

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residents, who you socialized with prior to this situation with Dave Malara who you no longer socialize with as a result of the situation?
A. There were other -- there was John and Elizabeth Oliver that lives a couple of houses down. There was another couple, they live just a street across the pond from us. It's been -- it's been a long time since we socialized, obviously, since 2011. Their name -- and we saw them once a quarter or so both at our house and Dave's house, but it's been -- we've been out of touch for two-and-a-half years now, so the names don't quite come to me right now.
Q. And so your understanding is that John and Elizabeth Oliver are no longer socializing with you as a result of the situation with Dave Malara?
A. Yes.
Q. How do you know that?
A. Since it happened, they stopped socializing with us. We have invited them early to other barbecues or events at our place, and they've just declined. Chris Craven, they used to go to his house for football parties and have declined always his invitations.

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Q. Do you know if they still socialize with Dave Malara?
A. They do.
Q. There were some names listed in your answers to interrogatories. and I just want to ask you those names and how well you know them. First is Evan Thornton?
A. He was -- don't know him all that well personally. He was on the board at the time.
Q. And is your involvement with him on the board the limit of your involvement with him?
A. Yes.
Q. Shawn Toole?
A. Just the board.
Q. Laura Deaton?
A. She's a board member, the only involvement.
Q. Heather McKelvey?
A. Just board member, only involvement.
Q. Nadine Evans?
A. Just through the board.
Q. Bob Borregard?
A. Just through the board.
Q. Blake Hagwood?
A. Just through the board.

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Q. Marjorie Ratliff?
A. Board.
Q. We've talked about Chris Craven. Pam Gerthoffer?
A. That was -- I have not met her.
Q. Of the people mentioned -- Evan, Shawn, Laura, Heather, Nadine, Bob, Blake, and Marjorie -- you testified you only knew through your serving on the board and their serving on the board?
A. Yes.
Q. Let's say since the beginning of 2013, have you had any conversations with any of them about the lawsuit or the circumstances leading to the lawsuit?
A. Once I resigned in 2012 and gave a statement at the June meeting, that had been really the last conversation. There was no 2013 -- at the beginning of 2013, there was an email from Nadine was the only one I can think of.
Q. And have you produced that email to us?
A. Yes.
Q. Have you produced all of the emails and text messages that you have related to this

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matter?
A. I believe I have.
Q. What did you specifically do to locate the emails?
A. Through -- well, they reside in an email account.
Q. So what did you do to get the emails?
A. How I retrieved them? They're just saved in a folder, print.
Q. And maybe I need to be more specific about this. Do you have a search function on your email?
A. Well, I organize the emails to be put into a folder, and I can search, yes. That is a function.
Q. And so specifically in responding to our discovery requests for any emails related to this matter, did you put Dave Malara's name in a search function and provide us all of your emails with Dave Malara?
A. That would be one method, certainly.
Q. I didn't ask you if you could do that; I asked if you did do that.
A. I believe I probably did. I would say yes, that was one search method that I used, but I

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do have them organized in a folder that I can run through all of them and print them all.
Q. Other than Dave Malara, what other names did you search your emails in order to provide us with a complete response to our request?
A. That was not the sole method of searching. I would go through each email and print each email, so as far as my own recollection of certain events, then that was a search, but as far as pulling documentation for the case, it was starting from the beginning and printing them off.
Q. Do you recall specifically searching for emails from anyone other than Dave Malara?
A. Certainly, Bob Cherry, Nadine Evans, Heather, Shawn, all the board members, but that was not the sole criteria for searching for the documents.
Q. This is a general question, all right. Again, I'm jumping around, but like I said, I'm trying not to repeat questions that we asked before, so I'll try to give you a little heads-up before I'm shifting gears, but this is a general question about the way in which a community association board of directors should conduct

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itself, all right.
Now, you've been on the board of directors at Village Green, correct?
A. That's correct.
Q. When a board of directors receives a threat of litigation, is it reasonable for that board to do some due diligence and look into this threat?
A. Yes, they should.
Q. They should, all right.
Is it reasonable for a community association board of directors to be concerned about conflicts of interests within its board and subcommittees?
A. There's some reason, yes.
Q. So you would agree that that's something that they should be concerned about?
A. Be aware of, yes.
Q. A few times in the first part of this deposition, you testified that you were never given a reason as to why you were censured. Do you remember saying that?
A. Yes.
Q. Do you still feel that way?
A. Yes.

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Q. Have you read the meeting minutes for Village Green around this time?
A. Yes, I have.
Q. Are you saying that the minutes are just not accurate? Because the minutes say that you were told that you were censured as a result of the way that you handled the situation with Dave Malara. Is that not correct?
A. I don't recall it that way. I think the letter -- what they were stating to me was there were some matters between -- not between me, but what Dave Malara had with me, and I needed clarification. What was it that, as a board member, as a treasurer -- those allegations were against me as a board member which covered me as a treasurer and the ARB chair, what was it that really was -- that prompted the censure. I never had clarification of why that was -- why there was a censure.
Q. So no one ever told you it was because of the way you handled the situation --
A. No.
Q. -- with Malara?
A. No.
Q. Please let me finish the question

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before you answer. It's going to be a lot easier for the court reporter.

So if the minutes reflect that you were told that that was the reason why you were censured, you would disagree with the accuracy of the minutes?

A. Yes.

Q. There was some discussion about the videotape that you provided which was I believe taken on the morning that we had originally scheduled your deposition.

A. Yes.

Q. What prompted you to take that videotape?

A. I was being verbally abused by Dave Malara. I had not responded to him, I had not said anything, and I took the opportunity to grab my phone and start to try to record this. If you saw the video, then it was just the tail end of it.

Q. Sure. And just take me back a few seconds. On that morning, do you remember how you left your house?

A. Yes. I was going out to my car.

Q. And, I mean, I want to go very

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specifically. How did you leave your house, through which door?

A. The front door.

Q. So you left the front door. As you were leaving the front door, was Dave Malara outside?

A. He was outside.

Q. What was he doing at that time?

A. I don't know. He was -- I looked over, and he was just going in and out of his garage.

Q. So what did you do next?

A. My driver's side of my car -- I backed in, so the driver's side's on the left side, away from him. And I think I went out the first time -- I don't know why I went out the first time to the car. The second time I went out, I was just going to get in my car and leave, and that's when he started to say -- started to call me names and such.

Q. Had you made any verbal communication with him prior to him calling you names?

A. No.

Q. Had you made any eye contact with him or made any gestures of any kind?

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A. No.

Q. Did Mr. Malara say anything about a deposition?

A. No.

Q. So you don't know whether he knew you had a deposition?

A. I don't know, no.

Q. Did he say anything about the lawsuit?

A. No.

Q. Going back to October/November 2011, do you know if the problems with Dave Malara arose as a result of the complaint made or because he found out about the complaint? Does that question make sense?

A. Yes, yes. I think he found out about the complaint and who gave it, yes.

Q. So what you're saying is that he was upset that your wife made the complaint -- let me finish -- but not necessarily upset about the substance of the complaint?

A. I can't answer about his emotions at the time. I just know that it started -- that his behavior started from receiving that complaint contact information.

Q. And I agree. I'm certainly not asking

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you to tell me what Dave Malara thought. What I'm asking is what was your understanding of his main beef, let's say? Was it the substance of the complaint, or was it the fact that there was a complaint?

A. I can't specifically answer that. His behavior started from that day forward.

Q. So you don't know whether it was because your wife attempted to make a complaint or did make a complaint versus the actual substance of the complaint? You don't know one way or the other?

A. No. I just know it started.

Q. Prior to your wife entering the complaint on the Ravenel Associates Website, had you had any conversations with Dave Malara prior to that time about the substantive issues that your wife addressed in the complaint: The shed, the fence, those sorts of things?

A. Obviously, the shed or the fence -- you're talking about before the complaint?

Q. Before the complaint.

A. Before the complaint, he didn't have a fence. What he did have, and he was fully aware of the violations of the shed, his trailer,

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because Chris Craven was a past president of the board and had brought that to his attention numerous times, and Dave Malara would just say: I'm the president, and that would be the extent of it.

Q. And you were there for those conversations?

A. Yes.

Q. Had you personally had any conversations with him addressing the same issues that were addressed in your wife's complaint?

A. No. I've not talked to him about some of those issues. He was aware what he was doing, so we --

Q. This is a good example of the importance of you answering the question that I'm asking you, as opposed to a different one. I'm not asking what Dave Malara was aware of. I'm asking what you talked to him about prior to your wife entering the complaint on the Ravenel Associates Website.

A. I did not talk to him.

Q. So this is one of your best buddies, right, at that time, October 2011?

A. He was a good friend.

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Q. Somebody you spent a lot of time with?

A. We spent a good number of days together, yes.

Q. Drank beer together?

A. Yes.

Q. Watched football together?

A. Yes.

Q. Lived next door to each other?

A. Yes.

Q. So I guess the question I have, then, is were these problems that you had, or were these only problems that your wife had?

A. They were issues that needed to be addressed. I certainly wasn't happy that he was the president and still had these violations.

Q. It just seems --

A. I didn't -- I'm not the one who went through the process of sending in the complaint. We knew there were problems, and that was the extent.

Q. It just seems strange to me that you wouldn't speak to your best friend about something so basic, I guess. That just seems strange. So my question was: Was this something that you had a specific problem with, or was it only your

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wife's problem?

A. I think we both were concerned. It's just that she was more concerned enough to go ahead and send the complaint. Now, the trash buildup I think was what really was -- that turned things around. That was on our side of the house. It was starting to be very -- accumulating quite a bit. He was -- he was, even by myself, regarding the trash, in one of our social events, just kind of called out on it, so to speak, where you're starting to build up some trash along your house. That was the extent.

We always still wanted to have a good relationship with our neighbors, so sitting down and telling -- talk to him about what he already knows as being a problem I don't think would have solved anything other than beginning the tensions that -- what was the best thing to do was what my wife had done and send a confidential complaint in.

Q. But you don't know that, though, because you actually never had that conversation with him. Is that right?

A. Right.

Q. Prior to your wife submitting the

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complaint on the Ravenel Associates Website, I believe earlier you testified that you were aware that she was going to do it, but you hadn't really talked to her about it. Is that correct?

A. I was not aware that she was going to do it. She had discussed that she was -- thought about doing it, and that was -- I was leaving the driveway when I think that she had said that she was thinking about sending the complaint in, and she took off with it from there. So there was no discussions.

Q. Was Dave Malara a difficult person to talk to at that time?

A. Prior to?

Q. Prior to the complaint.

A. Well, most of our events are just -- it was just casual conversation. It was -- we never really talked much in depth, so --

Q. But your belief is that if you had gone over there prior to this complaint to your best friend and neighbor's house who you drink beer with and you watch football with, and you said: Dave, you got trash next to our house. What is the deal? You know, are you going to clean it up, or should I just come over and clean

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it up? You're telling me that he would not have done anything about it?

A. It was brought up. Chris Craven had mentioned it at one of his parties because there was a little bit more trash there than what's in the picture. There was a screen door. He had said: When are you going to clean that mess up? Dave just joked or laughed and --

I had done the same thing at one of the other parties. And as I mentioned already, to sit down and talk to him about what he already knew was a problem, he already knew that was -- I already stated that he was aware of the shed, the trailer. Of course, it was brought up about his trash just indirectly. But no, I think we wanted to have -- continue to maintain a good relationship. He was not my best friend. He was my -- a neighbor. We had a good neighborly relationship.

Q. Earlier in your deposition, meaning a month ago, I believe you testified that the ARB guidelines do not specifically reference security cameras. Is that correct?

A. That's correct.

Q. And that other owners in Village Green

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have security cameras outside their house?

A. I believe -- yes.

Q. Or maybe you testified that you were aware at that time that others had that. Is that right?

A. Yes.

Q. I believe you also testified that you did not know if any of those other security cameras had been approved by the association. Is that correct?

A. That's correct.

Q. And all of that was true as of the time in March 2012 when you texted Dave Malara. Is that right?

A. At that time, yes.

Q. Before you texted Dave Malara, requesting that he submit an application, what did you do, if anything, to determine that he needed to submit an application to the ARB?

A. It was a modification to a home, so that falls in the guidelines of not necessarily in the ARB guidelines, but in the covenants.

Q. Again, that wasn't my question. My question was what did you do to determine what you just told me is your conclusion, all right. I

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understand your conclusion. What I'm asking yo is what did you do to get to that conclusion before texting him?

A. I saw that he was putting up lights or cameras. They were adding to or modifying the home. That was the determination.

Q. So you made a unilateral decision that lights on a home are a modification?

A. They are -- just in the ARB guidelines, they talk about satellite dishes, so I categorized them like a satellite dish.

Q. Did you look at the ARB guidelines before texting Dave Malara?

A. Yes. I have read -- no, not before I texted him, but I have read the ARB guidelines.

Q. In between the time you saw him putting up the lights and the time that you sent him the text, did you reference the ARB guidelines?

A. No.

Q. Did you communicate with Nadine Evans, the co-chair of the ARB, about whether or not security cameras are, in fact, modifications under the ARB guidelines?

A. I did not communicate with her at the

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time.

Q. Did you reference any records, ARB records, from Village Green to see whether or not those owners that had cameras had submitted applications?

A. No, not at that time.

MR. CONDON: Doug, just so we're clear, I know you talk about cameras and you talk about lights. I just want to make sure they're the same thing. Are we talking about cameras?

MR. MACKELCAN: I'll just keep asking the questions, and if we need to get it sorted out later, we'll get it sorted out. And, of course, if Mr. Dawson is confused about it, he can ask that to me.

BY MR. MACKELCAN:

Q. So you didn't do anything, basically, before texting Dave Malara. Is that correct?

A. I checked my email for an ARB form that might have come through, because normally they would come through before any action be taken on a home.

Q. And you had not gotten it?

A. Right.

Q. Had you ever in your -- I guess at

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that point, let's say a few months as ARB chair, had you ever received an application for security cameras on a home?
A. No.
Q. That wasn't something that you had dealt with before?
A. Right.
Q. Sitting here today, do you know whether or not security cameras are considered a modification of a home under the Village Green ARB guidelines?
A. I believe they are in the covenants, aesthetic -- they're going to fall within the aesthetics of the home.
Q. Under the covenants, but not under the ARB guidelines?
A. That's correct.
Q. When you were the ARB chairman and received an application of any kind, what was the process for considering that application?
A. You review the -- most of the ARBs would be fences, and those would be reviewed for their specifications to be --
Q. Who reviewed those?
A. It'd be a review between -- Bob Cherry

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would forward them, because they would go to him. They would be disseminated between Nadine and myself at the time.
Q. Did you ever approve any applications without speaking to anyone else either on the ARB or Bob Cherry?
A. No. I do not approve ARB forms.
Q. You didn't approve them?
A. I do not approve them.
Q. My understanding is that Dave and Virginia had a Halloween party, obviously in October, of 2011. Were you present at that Halloween party?
A. Yes.
Q. Was it a costume party?
A. Yes.
Q. Was your wife there?
A. Yes.
Q. Was your son there?
A. I believe he may have been there.
Q. How many people attended that party, generally?
A. 15, 20.
Q. How late do you think you stayed at that party?

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A. Midnight.
Q. Was there drinking at the party?
A. Yes.
Q. Were there any drugs at the party?
A. Not that I'm aware of.
Q. Did you ever witness any drug use at Dave Malara's house?
A. No.
Q. You didn't?
A. No.
Q. Did you ever witness Dave Malara use drugs?
A. No.
Q. Did anything happen at that party that was unusual?
A. What do you consider unusual?
Q. The question's for you.
A. It was a normal Halloween party. Were you commenting on costumes and drinking and watching TV?
Q. So no. So there was nothing unusual?
A. No.
Q. There were no incidents at the party?
A. No.
Q. There were no fights?

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A. No.
Q. In between the Halloween party and the complaint, were there any incidents between you, Dave, Virginia, and your wife?
A. No.
Q. Did your son ever have any conflicts with Virginia or Dave?
A. No, he didn't.
Q. Did he ever spend time with them when you and your wife were not there?
A. Yes, as I mentioned earlier.
Q. Well, I think actually when you testified earlier, you said that he was there with you, so that was a different question.
A. No. He spent time there. When we left, he would stay and still chat.
Q. Prior to joining the Village Green HOA, had you ever been on a board of directors before?
A. No.
Q. So I guess it would also be that you had never been on an ARB before?
A. That's correct.
Q. How did you become interested in joining the Village Green HOA board?

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A. I felt it was one that I could -- that I could do. I didn't want to work on the newsletter or any other board or committee.
Q. Was there anything in particular that piqued your interest about all of a sudden participating after you'd been a resident for 12 years?
A. Well, in 2011, Dave Malara asked me to be on the board beginning of 2011, so I had an idea what it was already like to be on the board. Now, being ARB, I think just knowing that overall in the community, I've seen a decline in the community as far as the way even the sidewalks are maintained or fences are maintained, so there was an interest. There was an interest to try to do what I can.
Q. Prior to -- and I'm going to try to be specific here, because some of these questions relate specifically to the board of directors and some to the ARB, so if there's any confusion, please interrupt me. But prior to becoming a member of the board of directors, had you been involved in any way in the operation of the homeowners association?
A. No.

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Q. Did you attend annual meetings?
A. Yes, I have.
Q. How many annual meetings had you attended prior to joining the board of directors in 2011?
A. A few, three.
Q. Three, something like that, okay. Less than five?
A. Yes.
Q. More than one?
A. Yes.
Q. How about monthly homeowners association meetings, did you ever attend those prior to joining the board in 2011?
A. Before, no, I don't recall.
Q. Had you ever been to an ARB meeting prior to joining the board of directors in 2011?
A. No.
Q. Did you attend any ARB meetings between when you joined the board of directors in 2011 and when you were named to the -- as ARB chair I believe February 2012?
A. As far as I knew, there was no ARB committee.
Q. So no?

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A. No.
Q. Did you read the minutes of monthly association meetings prior to joining the board in 2011?
A. Yes, I have.
Q. How frequently would you read the meeting minutes prior to that?
A. I think they were being mailed, so just whenever we -- it came in the newsletter.
Q. When did you first review the Village Green covenants?
A. That would be when I started, 2011.
Q. So you hadn't looked at those before joining the board of directors?
A. Well, I have, nothing in detail until I started to be more involved. I knew they existed. I'd seen them.
Q. When did you first review the ARB guidelines?
A. That would have to be several years ago, because we did have a basketball goal, and I think that was becoming an issue in the community, so I had certainly reviewed the guidelines at that time.
Q. When you were the ARB chairman, so

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again, we're going down to February 2012, what was the procedure for issuing violation notices?
A. The procedure would be once they're received, they would be brought together and notify -- all the committee members would be notified. Bob Cherry, the property manager, would be notified. They were all being presented at the meetings, monthly meetings.
Q. So there would be a complaint, and Bob Cherry and the board would all become aware of the complaint?
A. Were made aware of the complaint.
Q. Or violation. Maybe it wouldn't even be a complaint. It just would be -- it could be a violation that he saw, right?
A. Yes, that's correct.
Q. And then you would discuss that violation and decide what to do, or how would that work?
A. Well, the violation process was to send out -- was to collect the information on the violation. Names were never released at that time, but there was a process -- not in the minutes, because there could be other community members present at the meeting. So it was to sen

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the letter to the homeowner certainly requesting that -- the process continuously changed, but it was send a letter to the homeowner asking for correction within 30 days and to continue -- send another 30 days, then they were supposed to start the fine policy.

Q. At this time, did Village Green or Ravenel ever send violation notices by email?

A. Violation notices by email?

Q. Violation letters, notices, whatever you want to call them.

A. I may not be aware of how they're being sent out. Whether he did or not, I don't know.

Q. Well, then I'll ask, you were not aware, then, of violation letters being sent by email. Is that correct?

A. That's correct.

Q. And you were not aware of any violation letters or notices being sent by text message. Is that correct?

A. That's correct.

Q. Was there any form of communications from Village Green that was sent by text message at that time?

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A. Repeat the question.

Q. So at that time, any communications from Village Green -- were any communications from Village Green disseminated by text message?

A. And to who, just board members or --

Q. Anybody.

A. I'm sure there were. I can't say for sure.

Q. But you were not aware of --

A. No, I'm not aware.

Q. -- the use of text messages by Village Green Homeowners Association to get information out to their owners?

A. It's a communication method, but typically not used in large.

Q. I apologize if this question has been asked, because my notes say that it hasn't, but I seem to remember an answer about it.

In any case, as the ARB chairman in early 2012, had you ever driven the neighborhood looking for violations?

A. I have drove through, just to --

Q. You had?

A. Yes.

Q. How frequently did you do that?

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A. It was not my job to do so, so that usually was left up to Bob Cherry, the community manager, just whenever I -- there was not a routine.

Q. Those are the only questions I have for right now. I know Phillip is going to enter some documents, and I'll probably have some questions about the documents, but for right now, that's it, so thank you. I'll pass the witness.

MR. FERDERIGOS: Why don't we take a little bathroom break.

THE WITNESS: I agree.

(A recess transpired.)

EXAMINATION

BY MR. FERDERIGOS:

Q. I'm the one that asked you the majority of the questions last time, and what I'm going to do is ask you some -- just to give you a little heads up, is to ask you some follow-up questions, and then we're going to go through these documents and just ask you about the documents and just questions -- number one, the substance of the documents and also kind of what was going on at the time, and then hopefully, we'll just plug along and see how far we get.

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First off, we received a tape with three voice messages that were on your wife's phone, I believe?

A. Yes.

Q. They were on your wife's phone, and they were from an answering machine that your wife put on her phone?

A. Yes.

MR. FERDERIGOS: And I'm just going to mark this as whatever the next exhibit is.

(DFT. EXH. 9, Transcript of Voice Mail Messages, was marked for identification.)

BY MR. FERDERIGOS:

Q. And I've marked this as Defendant's Exhibit 9.

And what we did, because the tape was so terrible, and you couldn't make out hardly any of the words that we received, we collectively decided to have one of Doug's secretaries type up what the message was directly from your wife's phone, and you were here when we all talked about that, correct?

A. Yes.

Q. And my question to you is -- your wife was standing next to the secretary when she typed

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this up. Is what we've marked as D-9, Defendant's Exhibit No. 9, is that an accurate representation of what the phone messages were?

A. It sounds about what I recall.

Q. Now, as far as the messages -- and we're still talking about Defendant's Exhibit No. 9 -- there are two messages, one from Jules Deas from Ravenel, one from Bob Cherry from Ravenel, both of which were November 2011. Is that correct?

A. Yes.

Q. And there was one message to your wife from Dave Malara, next door, on December 2nd, 2011?

A. That's correct.

Q. My question to you is: This December 2nd, 2011, email -- or voice message -- that Dave Malara left for your wife and presumably you, because it mentions both of y'all throughout the voice mail, do you find anything inappropriate with the substance or the tone that he left that message with?

A. Well, certainly, the tone with Dave Malara. It was just that he -- the tone that we -- I felt was that it was do everything he

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said. If not, then the relationship was terminated. We tried to work with Dave. The cat, he said he was going -- basically telling us how we were going to handle our own cat. It was our cat all along, so he wanted to -- he states that talk to work out the cat. So it was the tone and some of the things he said in there that just was not -- was not certainly something that we felt that was someone who was going to try to work out the situation.

Q. Did you feel that Mr. Malara's December 2nd, 2011, voice message was offensive to you and your wife?

A. Yes.

Q. Does Dave Malara have a right to keep his porch door closed on his property if he wants to?

A. He has a right.

Q. You would agree that it's kind of beyond the pale for a neighbor to tell another neighbor that they have to keep their own door shut. Would you agree with that?

A. Yes.

Q. I mean, you have a porch door, and you wouldn't like it if Dave Malara were to tell you

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you need to keep it shut, right?

A. That's correct.

Q. So if you want to leave a door open or leave a door closed, if it's on your property, you can do whatever you want?

A. That's correct.

Q. So you would never tell Dave Malara that he has to keep his door shut, his porch door shut, if it's on his property, would you?

A. I'm not going to tell him what he needs to do with his door.

Q. I guess let me ask it this way: Would you agree that it would be unreasonable for you to tell Dave Malara that he has to keep his porch door shut on his own property?

A. I'm not going to tell him to close his door or keep his door open, either way, no.

Q. If you can answer the question that I'm asking. Would you agree with me that it would be unreasonable for you to tell Dave Malara to keep his porch door shut on his own property?

A. Depending on the circumstances, yes.

Q. What circumstances do you think it would be reasonable for you to tell a neighbor that he needs to keep his own door on his proper

Page 3

shut? I mean, what gives you the right to do that?

A. We certainly felt, and it was certainly obvious, that he was leaving his door open so our -- he can feed our cat, have a bed for him, treating our cat as his own, so all we asked was that while -- and he normally kept his door shut.

Q. I think we're starting to get a little confused about the question, maybe. All I want to know is do you think it's appropriate for you to tell a neighbor that he has to keep the door on his property shut just because you want it shut?

A. Yes.

Q. You think that's unreasonable or reasonable?

A. Depending on the circumstances, in the general question, yes.

Q. So generally, you think it's unreasonable for a neighbor to tell another neighbor to keep the door that he owns on his property in his home open or closed?

A. Yes.

Q. It's up to the person that owns the house, correct?

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A. It's the right, yes.
Q. So if somebody were to look at you and say: You need to keep the door at your property shut, at your house, you would look at that person and say: You can't tell me what I do on my property?
A. That's right.
Q. Would you be offended by a neighbor that would tell you that you need to keep your house door or porch door closed, a neighbor that tells you what you need to do on your property?
A. Yes.
Q. So we would agree or you would agree that neighbors shouldn't tell other neighbors what they should or should not do with their own private property. Is that correct?
A. That's correct.
Q. And if a neighbor does tell you what you should or should not do on your own private property, that you, as the owner of that property, have a right to be offended by what that neighbor told you. Is that correct?
A. They have a right, yes.
Q. That's a reasonable response to your neighbor sticking their nose in your business, is

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it not?
A. They're somewhere where they shouldn't be, yes.
Q. Now, as far as this email with Dave Malara, December 2nd, 2011, marked as Defendant's Exhibit No. 9, is it unreasonable for Mr. Malara to say that he owns his yard?
A. That's not unreasonable.
Q. Is it unreasonable for Mr. Malara to say that -- to ask you to please respect the fact that he owns his property, and you shouldn't touch his property?
A. That's not unreasonable.
Q. Is it unreasonable for Mr. Malara to shoo away your cat if your cat trespasses on his property?
A. That's not unreasonable if he would do that.
Q. Is it unreasonable for Mr. Malara to continue to leave his door open if he wants to?
A. He can leave his door open if he wants to.
Q. Is it unreasonable for him to suggest that, quote, we need to work together here to change the habits of the cat, close quote, in

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other words, to prevent the cat from going on his property?
A. He needs to stop putting food out, yes.
Q. That's not my question. That's not my question.
A. No, it's not unreasonable.
Q. Please answer the question.
A. It's not unreasonable to work out what we need to do with the cat.
Q. So is it your position that he shouldn't leave any food out for any -- well, let me -- just at the very beginning, if Mr. Malara wants to leave a plate of food out on his porch, who are you to say he can't do it?
A. I can't.
Q. Would you agree that as the owner of a property, if Mr. Malara wants to leave a plate of food out on his porch, that it is his right to do it?
A. It's his right.
Q. And would you agree that you have no right to criticize his decision to do that?
A. I can't, no.
Q. And if you want to leave some food out

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on your porch, you have a right to do that?
A. That's correct.
Q. And would you agree that if you decide to leave food on your porch, that it would be unreasonable for Mr. Malara to get upset with you?
A. That's correct.
Q. And vice versa. If Mr. Malara were to leave a plate of food on his porch, would you agree that it is unreasonable for you to be upset with him?
A. That's correct.
Q. So tell me again why you think it would be unreasonable for Mr. Malara to say that, quote, we need to work together here to change the habits of the cat?
A. The wording of it is suggesting that he owns the cat. He doesn't own the cat. He has been providing food, and he's been infatuated with the cat, and therefore, it continues to go over there. All we're asking is let's try to get this cat trained not to go over to your house. It was a reasonable request to close the door.
Q. So now you're saying it is a reasonable request. I thought you testified that it wasn't.

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A. It's not -- no, it's not reasonable, but it was not unreasonable to ask.
Q. Well, let me ask you this: It's your cat, right?
A. That's correct.
Q. It's going on his property, right?
A. That's correct.
Q. Your cat is trespassing on his property, right?
A. Just as it always has, because he allowed it.
Q. Well, let's assume he doesn't allow it, and he doesn't want your cat to go on his property anymore.
A. Okay.
Q. Should your cat be left alone to go outside and trespass on a neighbor's property?
A. No.
Q. Is that being a good neighbor?
A. It depends on the neighbors.
Q. Well, let's assume you have neighbors that don't want your cat to trespass on its property.
A. We would respond appropriately.
Q. Is it reasonable for your neighbors

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not to want to have a cat trespassing on their property if they don't want to have a cat on the property?
A. That would be reasonable.
Q. And if a neighbor tells you: We don't want your cat on our property, is that a reasonable request?
A. It would be a reasonable request.
Q. And at that point, whose job would it be to make sure the cat doesn't trespass on other people's property?
A. It would be the cat owner's.
Q. Which would be?
A. That would be me.
Q. That would be you. So you're responsible for that cat, correct?
A. That's correct.
Q. And if Dave Malara says: I don't want your cat on my property, if the cat keeps going on his property, whose fault is that?
A. The owner of the cat.
Q. Who would be?
A. Me.
Q. Mr. Malara's request to: Please leave our property alone, is that unreasonable?

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A. That's not unreasonable.
Q. Mr. Malara's request that he hopes that we can get together on a compromise to the disagreements that y'all have, is that unreasonable?
A. We didn't have a disagreement with him, but it's not an unreasonable request.
Q. Is a message where he says: We definitely want to work with you and talk to you, we are neighbors, we're going to be living together for a while, is that an unreasonable statement?
A. That's not unreasonable, no.
Q. Is that an offensive statement?
A. No.
Q. His statement: Just want to talk to you, but hopefully, we can all work together and move forward and enjoy each other's company, is that an unreasonable statement?
A. No.
Q. Is that offensive to you?
A. No.
Q. So tell me again what is offensive about Mr. Malara's voice message?
A. The context, and it's -- we're not

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seeing the whole bigger picture. It's just the one phone message.
Q. Tell me the bigger picture why you find that so offensive.
A. What he says and what he does are two different things. We tried to work things out, so it was offensive by him stating that he wanted to work things out, and he doesn't work things out.
Q. At the time that you heard that message, did you think it was offensive?
A. The tone of the voice mail, which we don't see here -- or hear here in the email or the letter, no. It's not -- excuse me. We don't hear the offensiveness of his tone in this letter.
Q. So you're okay with the words that he used, but how he sounds when he uses those words, that's what you found offensive?
A. In other emails, that really -- his tone in those emails as well and his actions.
Q. I guess let me ask the question, because I'm a little confused now. Just that voice mail, in and of itself, when you heard it when it was left back then in December of 2011, did you find that voice mail to be offensive back then?

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A. I found it to be offensive.
Q. And back then in December of 2011, why did you find it to be offensive?
A. Because of the language.
Q. His tone or the language he used?
A. Tone and language.
Q. Tell me again what language do you have a problem with? I'm not interested in talking about tone, because we have -- we have it on tape, even though we can't hear it that well. What language do you find offensive in that voice mail?
A. It's not unreasonable for his request. I interpret it as to be offensive.
Q. I understand. I'm just trying to figure out why.
A. Because there's more to it than the letter, the situation, that -- it was uncomfortable him dictating the cat, knowing that he's infatuated with the cat, so -- and we understand why he was leaving the door open, so that's not -- we stated that it's not unreasonable for him to do whatever he wants with his property; however, there's underlying tones.
Q. You think he was leaving that door

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open to lure your cat over there, don't you?
A. Yes.
Q. So that's what you find upsetting about --
A. And telling us how to work out with our cat. We're trying to. We had to go over at times and get our cat out of his house.
Q. Because your cat would go over there?
A. Yes, feeding.
Q. When did Dave Malara start feeding your cat?
A. Not long after he moved in.
Q. When did you tell Dave Malara to stop feeding your cat?
A. We've asked several times.
Q. When is the first time?
A. I don't recall.
Q. Did you ever tell him to stop feeding your cat before this voice mail, this voice message in December?
A. We have numerous times, not to feed the cat, provide a bed, that sort of thing.
Q. Yeah, but my question is before December of 2011, did you ever have that conversation --

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A. Yes.
Q. -- with Dave Malara? Is that a yes?
A. Yes.
Q. So before December of 2011, you had that conversation with Dave Malara?
A. He was aware, yes.
Q. Before November 1st of 2011, did you have that conversation with Dave Malara?
A. He was always made aware that it was our cat and to stop luring our cat over there. We wanted our cat in our own yard, where he's always been.
Q. But my question is: Before November 1st, 2011, did you have conversations with Dave Malara about --
A. Yes.
Q. Let me finish the question, about him -- well, about the cat and about his luring the cat over and him having food on his property to lure the cat over?
A. Yes.
Q. So this issue about the cat was something that predates all of this lawsuit?
A. Yes.
Q. This dispute that you had with Dave

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Malara about the cat as far as him luring the cat over to his property and putting food out on the porch and putting a bed out for your cat, all of that was an issue between you and Dave Malara before November 1st, 2011, correct?
A. There was no dispute, no.
Q. It was an issue?
A. It was we kindly asked him not to feed our cat so he would stay in our yard. We didn't mind him playing with our cat. He took pictures often from our yard, sent them to us, so it was never a problem. We just wanted to prevent him continuing to go over there. That was all. And it was not a dispute. I wouldn't categorize it as a dispute.
Q. You wouldn't categorize it as a dispute, but you had told him not to do --
A. We would have liked him not to.
Q. But did you tell him not to feed your cat, put a bed out on his porch, and lure your cat over to his property?
A. Yes.
Q. And you had told him that before November 1st of 2011, right?
A. Yes.

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Q. And Dave knew that you had told him that before November 1st, 2011, correct?
A. I can't answer whether he could recall that or not, but --
Q. But you had conversations with him about that?
A. Yes.
Q. And before November 1st of 2011, despite your requests that he stop feeding your cat and leaving a bed on his property, he had not stopped doing that. Is that correct?
A. That's correct.
Q. So how far back -- now, I know you're saying it's not a dispute, but to me, it seems like you'd asked a neighbor to do something about your cat or to stop something about your cat, and your neighbor didn't listen to you, correct?
A. That's correct.
Q. That's correct. How long did that situation go on before November of 2011?
A. I guess since he moved in, he was always attracted to our cat, and we were neighborly.
Q. So this little situation with you requesting Mr. Malara not to feed your cat or

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leave a bed out on his porch to lure your cat over to his property and him not abiding by your request continued from the time Mr. Malara moved in the property until this voice mail?
A. It was not an issue, it was only a request so that he wouldn't go over there, but it became an issue, certainly with Dave Malara, after November 2011.
Q. Right. But it was even an issue before November of 2011? He wouldn't listen to you. He kept feeding your cat, correct?
A. The degree of the issue was very low prior to. It was always brought up.
Q. Without weighing the degrees, you would agree with me that prior to November 2011, that you had communicated with Mr. Malara not to feed your cat, not to leave a bed on his porch, and Mr. Malara did not abide by your requests?
A. That's correct.
Q. I take it you weren't happy about that?
A. We weren't disappointed. We were just -- hoped that he would abide by the request.
Q. Are there any other issues about anything that you talked with Dave Malara about

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prior to November of 2011, other than this cat issue?
A. Not that I'm aware of.
Q. Did you ever talk to Dave Malara about the trash or the shed or the trailer prior to November 2011?
A. As stated before, there had been short, brief conversations, primarily Chris Craven. I had -- I know distinctly at one party that it was just kind of brought up, you have trash next to your house. We had -- but I remember distinctly sitting at his back porch with Chris Craven stating that you do know your shed is in violation, your trailer, that sort of thing, and he was aware of it.
Q. Do you know that your shed is in violation? Is that what you said?
A. That's what was brought up, yes.
Q. Is Chris --
A. Chris Craven is a past president of the --
Q. Chris Craven was saying that to Malara?
A. Yes.
Q. In your presence?

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A. Yes.
Q. And he said that the shed was in violation?
A. Yes.
Q. What else did he say?
A. And he mentioned trash, which at that time, it was the trailer and lumber and everything else that he had on his trailer.
Q. Did you say anything about the trash on the side or the trailer or any other issue to Malara, or are you just listening to Chris?
A. As I stated, I kind of openly said something at a party about the trash buildup.
Q. To Dave?
A. Yes. He was there. It was in kind of a group, just brought up. It was not a discussion that was going on. It was a mentioning of the trash buildup, hoping that it would be resolved.
Q. You mentioned it to Dave Malara prior to November of 2011?
A. Yes. I was one individual. Chris Craven was another.
Q. So it's your testimony that you independently and Chris Craven independently talked to Malara about problems with the trash

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buildup at his house prior to November of 2011, although y'all were together at the time?
A. There was no sit-down -- well, we were sitting down. There was no discussions about it. It was kind of calling him out on it. You have trash built up on the side of your house. That was the extent. There was no -- so it was brought to his attention.
Q. And you told Dave Malara that, that he's got trash built up on the side of his house, and you wanted him to clean it up?
A. I don't think I was even actually speaking directly to him. It was -- we were all sitting around, and what brought it up, I don't know. We're joking, we're laughing, and it came up about the trash. It wasn't a formal discussion, sit down and -- it was just louded out, just a reminder that it's there. And then the same thing with Chris Craven over at his house, probably the next week or so, because the trash was still there, so he brought it up.
Q. This is two separate occasions?
A. Two separate occasions.
Q. So on two separate occasions, would you agree that you told Malara or you were a party

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to a conversation with multiple people when everyone was telling Malara that he had trash buildup at his house that he needed to clean up prior to November 2011?
A. I don't think everyone. I know I had stated -- mentioned it. Chris Craven had mentioned it. There was no further discussion. It was --
Q. How many times did you mention to Dave Malara that he had trash buildup at his house that he needed to clean up prior to November 2011?
A. I think just that one time.
Q. That one time. And then Chris Craven had also mentioned it at least one time?
A. At least one time.
Q. Prior to November 2011, correct?
A. Yes.
Q. Let me ask you this: We've talked about that April 10th letter from Ravenel Associates, okay.
A. Okay.
Q. Do you remember we talked about that April 10th letter --
A. Right.
Q. -- from Ravenel Associates?

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A. We're switching gears?
Q. Yeah. Well, I'm just -- before we get in the documents, I'm -- yeah. And I don't want to confuse you, but you're suing Ravenel for defamation. That letter's referenced in the pleadings, okay.
A. Yes, correct.
Q. So you know which letter I'm talking about?
A. Yes.
Q. Now, let me ask you this: In the letter, it says that there would be a motion to censure on April 16th, right?
A. That's correct.
Q. But the motion to censure happened on April 24th?
A. That's correct.
Q. Is that consistent with your recollection?
A. Yes.
Q. Now, correct me if I'm wrong, but the reason you're suing for defamation is because you were censured?
A. That's the one case.
Q. Right.

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A. And a letter going out that was untrue, yes, that would be the other instance.
Q. But when you distill down to it, what you're really upset about is that you were actually censured? Yes? No? Would you disagree?
A. Yes, I was censured, yes.
Q. And that's what upsets you?
A. For the wrongful censure, yes.
Q. You didn't want them to censure you?
A. No. I didn't do anything. Yes.
Q. Now, the fact that you were censured on the 16th -- I'm sorry. Let me start over again.
The fact that you were censured on the 24th, as opposed to the 16th, does that matter to you when you were censured, or are you upset that you were censured?
A. I would say upset about being censured, yes.
Q. So would you agree with me that the fact that you were censured on the 24th instead of the 16th, that didn't cause you any damage, did it? The damage is the fact that you were censured, in your mind. Would you agree with that?

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A. I was not aware that I was going to get censured at the time of that letter because they had already skipped over that agenda item.
Q. No, I understand that, but my question to you is: If you were censured on the 16th or you were censured on the 24th or you were censured on the 31st, your problem, right, and what you're claiming that you suffered damages for is the fact that you were censured, not that it happened on a specific date. Would you agree with that?
A. That's correct.
Q. So whether you got censured on the 16th or whether you got censured on the 24th, it's irrelevant because it didn't cause you any damage. Would you agree with that?
A. Repeat the question.
Q. Sure. The date that you got censured on didn't cause you any damage. Would you agree with that?
A. Oh, I don't --
Q. It's the fact that you got censured?
A. The fact that I got censured, certainly, I'm upset with that. Now, the letter going out regarding it was obviously -- at that point in time, there was no mention of a censure,

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other than that letter that went out.
Q. But my question to you is: The fact that that letter says that you got censured on the 16th -- let me rephrase. Let me strike that.
The fact that the letter says that there was going to be a motion to censure you on the 16th, and that motion didn't happen until the 24th, and that's when you did get -- there was a motion, and you did get censured, the fact that it happened on the 24th, as opposed to the 16th, that didn't cause you any damage, correct?
A. Correct.
Q. You're upset, and what you claim to be the damages flows from the fact that you were censured, not from the fact that it happened on the 24th and not the 16th or whatever other date. Would you agree with that?
A. No. The letter went out and notified another party about a censure that had not happened, so certainly upset with that, in addition to actually being censured, yes. I would be upset with any date being censured.
Q. You're upset that a letter went out, period?
A. Yes, stating something that was untrue

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at the time.
Q. And you're upset that you were censured?
A. Yes.
Q. Now, the fact that you were censured -- the fact that the letter said that there would be a motion to censure you on the 16th, as opposed to the motion that happened on the 24th, and then you were censured, that fact does not cause you any damage, does it?
A. The fact it's on a different date, no.
Q. The fact that it's on a different date is irrelevant, correct?
A. I don't know if it's irrelevant, but it's certainly on a different date, yes, I agree.
Q. It didn't cause you any damage, correct?
A. No damage in regards to being on the 16th rather than the 24th.
Q. You agree?
A. I agree.
Q. Let's talk about these two new documents that we were given today. I have not had an opportunity to review them. One is called Fundamentals of Community Volunteer Leadership

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presented by Ravenel Associates, one is called an Introduction to Community Association Living. I don't know who prepared it.
But we were handed these two documents today, and it's my understanding that these two documents were given to board members by Ravenel at some point?
A. In the February management -- governance training meeting.
Q. Was this the February governance training meeting that you attended?
A. Yes.
Q. And is there anything in these two documents that are relevant to this lawsuit, before I thumb through them?
A. Yes.
Q. Let's start off with Fundamentals of Community Volunteer Leadership. What do you believe is relevant to this lawsuit?
A. It's been a while before I went through all of this.
MR. FERDERIGOS: I'll get off the record for a second.
(Off-the-record conference.)
THE WITNESS: This slide printout is

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just an overview of providing resources for board members, the operation of a board, the duties or roles of the officers and board members.
BY MR. FERDERIGOS:
Q. Well, let me ask it to you this way: Is there anything relevant or that you think is applicable to your lawsuit against Ravenel Associates in that document that you're holding, the Fundamentals of Community Volunteer Leadership?
A. I think the understanding of the governing documents, what they are and what they say, the board's authority is limited by the governing documents. So obviously, we're going back to the -- this is just an overview of the role of the board, the officers and that sort of --
Q. But is any of it --
A. As far as -- I think we know what the governing documents are, we probably have that as discovery, but --
Q. But I guess my question is: Is there anything in that document that you're reviewing that you're alleging applies to Ravenel Associates in regards to your lawsuit?

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A. I think it applies because they should be aware of how to manage a property. They give us a presentation, but then fail to do so, manage -- provide the guidance that they state they're going to provide. They provided this information to us, but then don't necessarily follow the information they provided.
Q. What did Ravenel Associates provide to you and then fail to do? Anything specific?
A. It's not specific in here. This is -- again, it's --
Q. Let me ask you this: Is there anything that you disagree with in that packet, that you think is wrong?
A. I don't disagree with the packet, no.
Q. Do you agree that the fundamentals of community volunteer leadership that are reflected in this packet are appropriate?
A. Appropriate.
Q. Let's talk about this next one, An Introduction to Community Association Living. What is that?
A. I think what sticks out is, again, this is information regarding community management, which we feel that Ravenel's failed

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particular sections, ethics on management.
Q. You're not an expert in property management ethics, are you?
A. No, but I can read what should be done.
Q. What are you specifically alleging Ravenel Associates failed to do, as reflected in that Community Association Living?
A. I think they failed to manage the community and provide the proper guidance. They failed to -- they failed in releasing confidential information. They failed in just upholding a professional responsibility, professional image. They obviously were not aware of our own bylaws and covenants and guidelines. Management ethics, Page 25.
Q. So you're just saying they were all around bad property managers?
A. They were very poor, yes.
Q. I'm sorry?
A. Yes, they were very poor property managers.
Q. And are you suing them because they were poor property managers?
A. No. We're suing them because of

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their -- which in the Ravenel case, we're suing them because of the confidentiality break and then the lack of resolve, what appears to be treating us as homeowners as -- treating us as victims when all we have done was present information to them regarding a homeowner following what we thought was the process, or what Kateri thought was the process, and their not being reasonable in providing any duty to resolve the situation and --
Q. But you're not an expert in the standard of care of property managers, are you?
A. No, I'm not.
Q. Other than this quote-unquote breach of confidentiality, and we've been talking about that, that claim, that cause of action that y'all have alleged, is there anything else that you think you're suing Ravenel for?
A. Well, there's also the defamation, I believe.
Q. Yeah, yeah. I know we talked about that, but is there any -- because you're listing a whole bunch of things that I haven't heard. It's not in your complaint. Let me just say that.
A. Well, they didn't have -- the complaint was the confidentiality and the

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reasonable care that they lacked in trying to resolve, and this situation that they created with the relationship with Malara, Dave Malara.

Q. But just all the other general stuff you said, they're a bad company, they're not professional, those problems would be for the board to address with Ravenel. You wouldn't have a lawsuit personally against Ravenel for that, would you?

A. For being a poor company? They're responsible for the behavior of Dave Malara.

Q. I understand that's what you're claiming.

A. Yes.

Q. Yeah, I understand that.

A. Yes.

Q. But my question to you is: Other than this lawsuit with this alleged breach of confidentiality, all the other things that you just rattled off about Ravenel Associates, about you don't think they know the bylaws and you don't think they're a good company, this, that, and the other, you're not the one that would be suing them for that, right?

A. If they were aware -- more aware, we

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wouldn't probably be here. Bob Cherry would have done his work as to see that trash, to report that trash, to make sure that wasn't there, so we wouldn't have to have had -- or my wife send in a complaint. It would have been taken care of. So there was some duty by Ravenel that wasn't done that created a situation, which we followed through on the situation, my wife did, and created the problem that's there and then the lack of the due diligence to follow up and resolve.

Q. So it's your personal opinion that Ravenel should have done something about these violations before your wife made a complaint. Is that what you're saying?

A. They should have been easily aware of, yes.

Q. And that you have a right to sue Ravenel in this lawsuit because they --

A. Not that they didn't find it, because of the breach of confidentiality.

Q. Well, that's what I'm getting at. I mean, I want to make sure that I understand what you think you're suing Ravenel for. It all comes back to that alleged breach of confidentiality, right?

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A. That is correct.

Q. I mean, you're not suing Ravenel Associates because they're not professional and you don't think they know this or know that, you're suing them because of that breach of confidentiality, correct?

A. Breach of confidentiality, which obviously --

Q. So my question to you is: Does this An Introduction to Community Association Living deal with breach of confidentiality at all?

A. No, it doesn't deal with breach of confidentiality, but there's sections in it that we don't feel that they, as a management company, have followed.

Q. Well, I understand you don't like Ravenel Associates, but you're suing them because of the breach of confidentiality, right?

A. That's correct.

Q. So to the extent that this, An Introduction to Community Association Living, doesn't say anything about breach of confidentiality, it wouldn't be relevant to your claims against Ravenel, would it?

A. It does not state anything about

Page 3

breach of confidentiality, that's correct.

Q. So it's not relevant for your lawsuit against Ravenel, correct?

A. I wouldn't say it's not relevant, but not directly related to the confidentiality, yes.

Q. Let's go ahead and go through some of these documents.

Well, before I do the documents, let me just knock this last thing out. The DVD that you gave us -- there's a DVD of you walking down Malara's fence, down your property, and then walking in front of the pond, right?

A. Yes.

Q. And then you have commentary --

A. Yes.

Q. -- where you're talking about the fence is an ARB violation, the signs are an ARB violation, the trailer's an ARB violation, the shed's an ARB violation?

A. That's correct.

Q. You know the video I'm talking about, right?

A. Yes.

Q. When did you shoot that video?

A. That would be mid-December, while he

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was putting up those cameras.
Q. December of --
A. 2011.
Q. 2011, okay. So is it normal for a neighbor to get a video camera and then walk along a neighbor's property videotaping their home and land and everything else the way that you did?
A. It's not unreasonable given the circumstances.
Q. If Mr. Malara were to see you doing that, do you expect -- or do you think it would be unreasonable for him to be uncomfortable, somebody putting a camera on his home like that?
A. It's not unreasonable. We feel that way now.
Q. So you believe that it's okay for you to videotape Mr. Malara's house?
A. I wasn't videotaping him, but those are all violations that need to be -- given the circumstances.
Q. But you did videotape his house, did you not?
A. That is correct.
Q. And you believe that it's okay for you, as a neighbor, to videotape his house. Is

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that correct?
A. His house was in the background, yes.
Q. So here we have Mr. Malara and his home and then you walking across his yard, pointing a video camera towards his house, and videotaping anything you want to videotape on his property. Is that correct?
A. I was not on his property. I was on my property videotaping only what I saw was the violations.
Q. Did the video not show the house?
A. That was in the background, yes.
Q. Your video camera was pointed right at his house, wasn't it?
A. That's correct.
Q. Now, so here you are, you're videotaping his fence, you're walking down his fence, and you're talking into the camera, and then you walk across his property -- you weren't on your property, it was --
A. It's easement.
Q. It's the easement. So you're not on your property anymore?
A. Not on mine.
Q. You left your property?

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A. That's correct.
Q. And you're on the easement to the pond area, right?
A. Yes.
Q. And then you're walking across the easement, pointing the camera at his house, and videotaping his house and talking?
A. That's correct.
Q. And you think it's reasonable -- that that is reasonable for you to do?
A. Yes, that one video identifying those violations, yes.
Q. And you don't see any problem at all with you videotaping Malara's house?
A. That one time, given the circumstances, no.
Q. Is it because it's just one time?
A. That and pictures of the violations, yes. I don't have any other -- other than the other video you saw with him -- the tail end of that one video.
Q. Did you videotape his house before about anything?
A. No.
Q. And what was the purpose of that

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video?
A. To note the cameras, the signs, the fence, the shed, the trailer.
Q. When you videotaped that, were you acting as the ARB chair, or were you just acting as a neighbor?
A. I wasn't on the committee at that time.
Q. So you were acting as a neighbor?
A. Yes.
Q. And a board member? Were you on the board at that time?
A. I was on the board at the time as the treasurer.
Q. If Mr. Malara were to take a video camera and do that to you, how would you feel about it?
A. He does it every day.
Q. No, no, no. I'm not talking about having a video on his home security camera pointing in your direction. I'm talking about him getting a video camera and then walking across your property, then walking over the easement and pointing the video camera inside your home, towards your home, and videotaping you. How would

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you feel about that?
A. Depends on the circumstances. I mean, there's the -- the reason why would be why. He obviously had a reason why. I would not have filmed if those objects weren't there. The cameras, the signs, the no trespassing, those were all violations and clearly identified in the covenants.
Q. Let me ask you this: Would you be comfortable or uncomfortable with Mr. Malara sitting on that easement videotaping your home?
A. If I knew about it, I'd be uncomfortable.
Q. So you could see how that could make somebody uncomfortable?
A. If he knew about it at the time, yeah, it could be.
Q. I'm going to flip through these documents. And we'll be able to probably move more quickly with Bates stamped documents. Unfortunately, when we hit non-Bates stamped documents, we're probably going to slow down a little bit.
What is Bates stamp 110 in here? What is that?

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A. Executive session minutes, February 6th, 2012.
Q. Throughout some of these minutes, I've noticed that you prepared a bunch of them. Would you prepare minutes from time to time?
A. Once -- the way the -- given the bylaws, that a treasurer -- if there was no secretary, the secretary resigned, then the treasurer would act as the secretary. So yes, I would prepare the minutes.
Q. Do you remember when you would have prepared the minutes for them, generally, what years?
A. I didn't start preparing the minutes until I think -- May, I think, was the first time, May 2012.
Q. May 2012?
A. So that would have been one.
Q. Do those minutes have anything to do with your lawsuit against Ravenel or the HOA?
A. I don't believe they do.
Q. I'll get you to flip now to 105. I'll get you to look at the minutes that start on 105, and it says that you attended?
A. Yes.

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Q. And this is February 20th, 2012. Is this the meeting where you became the ARB cha
A. It was the February meeting, and that would probably be outlined in the March --
Q. It says: Chairs and co-chairs were determined during this meeting, and they are as follows: ARB, Matt Dawson. Page 107, if you look down at the committee assignments.
A. Yes.
Q. So is this the meeting, February 20th, 2012, where you became the ARB chair?
A. That's correct.
Q. And then it mentions the training, the governance training, for board members will be April 16th, 6:00 PM?
A. Yes. It was April. It was scheduled in February and done in April.
Q. Did it happen on April 16th? What day did that training happen?
A. It was March, I believe.
Q. So it happened before April 16th? It happened in March?
A. Yes.
Q. Look at 106.
A. I think it was. I'm trying to recall.

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It was obviously before the censure. We'd scheduled it in February. I'm thinking it was -- I think it was April.
Q. You think the training happened in April?
A. I believe it was.
Q. Do you know when?
A. It was our regular meeting. It was an hour prior to our regular meeting.
Q. So did it happen on April 16th?
A. Yes.
Q. Look at Page 106 for me. That whole paragraph, reminders and violations, do you remember that discussion?
A. I recall that there were -- every meeting had some -- Bob Cherry would present any violations he saw on his drive-through.
Q. And it talks about ways to notify owners of violations. Do you see that?
MR. CONDON: Where are y'all?
MR. FERDERIGOS: 106.
BY MR. FERDERIGOS:
Q. It says: However, the board did discuss ways to notify owners of violations, then it goes on to list several ways.

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A. Yes, right here.
Q. Does it say text message in any of those as far as a way of notifying people that they have violations?
A. It doesn't state it here, no.
Q. Would you agree that in the context of notifying owners that there are violations, that text messages is something that the board did not discuss and did not agree was appropriate?
A. It may not have been brought up, no.
Q. So you would agree with that?
A. I agree it's not here. It's not listed here.
Q. And the way that you communicated with Dave Malara about whether or not he has an ARB form was a text message, was it not?
A. That's correct.
Q. And here you are at a board meeting on February 20th, 2012, and that's not listed as one of the ways to communicate with homeowners about violations?
A. These were suggestions, and text messages were not listed, but door-to-door was noted, so --
Q. Is it your belief that door-to-door

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notification means text message?
A. I lived next door. No, it's not text messaging.
Q. And then the next one is Page 101, and what's that?
A. This is March 19th minutes.
Q. And you were in attendance?
A. Yes.
Q. And do you see where it says: New business, and it has ARB committee, then your name?
A. Yes.
Q. The six requests received, four have been approved, two are pending, do you remember what that was about?
A. I don't recall.
Q. Now, flip to the last page of the minutes, and does it say: Guests and homeowners of 3286 Middleburry Lane presented to the BOD their request to have the ARB chairman removed from the ARB committee and the VGHOA BOD.
Is that what it says?
A. Yes.
Q. And you were at that meeting?
A. Yes.

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Q. And is that what happened?
A. Yes.
Q. And they, which I presume are the Malaras, are alleging that the ARB chairman and the VGHOA BOD treasurer, misused his board's positions to carry out a personal attack on them.
Is that what they alleged?
A. That's what they alleged.
Q. They are also requesting a special meeting of the association if the ARB chairman is not removed so they can present their case to the homeowners of Village Green.
Is that what happened?
A. That was the request, but it did not happen.
Q. But, I mean, that was what they requested?
A. That's what they requested.
Q. So you were at this board meeting where they accused you of personally attacking them and using your positions as a personal attack against them, correct?
A. That's correct.
Q. And that was March 19th, 2012?
A. That's correct.

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Q. And what is what's been Bates stamped as Defendant RRFP100?
A. Okay. This is special meeting minutes, which I was in attendance.
MR. HELMLY: Excuse me. What's the date for that one?
MR. FERDERIGOS: The date is March 26th, 2012, Bates stamp 100.
MR. HELMLY: Got you. Thank you.
BY MR. FERDERIGOS:
Q. And you were at this meeting?
A. Yes.
Q. It says: The purpose of the special meeting was to hear from the ARB chairman regarding the letter brought before the BOD by homeowners of -- the Malaras, right?
A. That's correct.
Q. So the purpose of the special meeting was to hear from the ARB chairman regarding the letter, correct?
A. That's correct.
Q. That's what it says?
A. That's what it says.
Q. A quorum was established. Is that correct?

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A. That's correct.
Q. And then y'all went into executive session. Is that correct?
A. That's correct.
Q. And y'all went into executive session at 7:06, according to the minutes. Would you dispute that?
A. There's no dispute.
Q. And then a motion was made to adjourn the executive session at 8:06?
A. That's what it says.
Q. Now, when the homeowners go into executive session, what's discussed at executive session isn't put into the minutes. That's the whole point of executive session, correct?
A. That's correct.
Q. So what happened at this March 26th, 2012, meeting?
A. Absolutely nothing. They didn't --
Q. Y'all were in executive session for an hour. What did y'all talk about?
A. They didn't hear from me. We talked about -- I don't even recall exactly what we talked about, but when I wanted to address the -- there was back and forth between whether the board

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should even listen to this because it was personal. Dave Malara has a personal issue. I probably explained that I had no personal issue and -- but when it came down to actually listening to me and trying to defend any of those allegations that they brought to the board in that meeting, they didn't want to listen to me. Bob Borregard said, and even Shawn Toole, there's no damages, there's no -- this is a personal issue. We don't want to hear from you. So I never got a chance to speak and defend myself against any of those allegations.
Q. And what would you have told them about the allegations if you did have the chance?
A. I would have addressed them and explained.
Q. And we'll get an opportunity to do that when we talk about that document, what you would have told the board, but the emails that you sent that we have copies of, you don't dispute that any of these emails came from you, do you?
A. If they have my name on it.
Q. Right.
A. Right.
Q. I mean, you saw their grievance. It

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had attachments, did it not, the Malaras' grievance?
A. If I was -- I would have seen it if I was copied on it.
Q. And, now, the next document is 99. What's that, April 2nd, 2012, minutes for a special meeting?
A. Yes.
Q. So y'all had a special meeting on March 26th and y'all had a special meeting on April 12th?
A. April 2nd.
Q. I apologize, April 2nd. And you were, it says, excused. Is that the one you couldn't make?
A. That's correct.
Q. It says: The purpose of this special meeting was to discuss the letter presented by homeowners, the Malaras, right? It has their address, correct?
A. Yes.
Q. Requesting to remove the ARB chairman, which would be you, correct?
A. That's correct.
Q. Now, Evan Thornton asked for a motion

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to remove the ARB chairman from the ARB committee. This is April 2nd, correct?
A. That's correct.
Q. And no motion was forthcoming?
A. That's what it says.
Q. So how does that -- do you make a motion to make a motion, and then someone has to second it?
A. Right.
Q. And is that what this is describing? I've read it two different ways, and based on --
A. The way the meetings would be conducted is if they were going to vote on anything, they would make a motion for it, and someone would second it, and then they would follow through.
Q. So when it says here: Evan Thornton asked for a motion to remove the ARB chairman from the ARB committee, no motion was forthcoming, does that mean that he would have made a motion to remove you as chairman, and nobody seconded it, or does it mean --
A. That's correct.
Q. I just want to make sure I understand it.

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A. I understand it as no one agreed to remove me as ARB chair or from the ARB committee.
Q. And it says, again, about the Malaras asking that you be removed as ARB chairman, and if the board did not remove the ARB chairman, that they would request a special meeting of the association be held, and then it cites Article 6. And then Evan Thornton asked for a motion to call a special meeting of the association for the purpose of a member vote to remove the ARB chairman, and no motion was forthcoming. Is that correct?
A. The last question, yes. As for --
Q. Would that be, again, that he made the motion, and then nobody seconded it?
A. That's correct.
Q. And then they were adjourned at 7:55. You were not there, correct?
A. I was not there, no, but I did give them a statement to read at the meeting, which doesn't state that they did that or not here.
Q. And now we're up to the April 16th, 2012, meeting?
MR. CONDON: Phillip, whenever it's a good time for you.

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MR. FERDERIGOS: Okay. Why don't we just finish this document right here, and then we'll break for lunch.
BY MR. FERDERIGOS:
Q. And what's been Bates stamped as 96 through 98 is the April 16th, 2012, monthly meeting minutes. is that correct?
A. That's correct.
Q. And then it says: ARB committee attachment, and I may have that somewhere. I don't -- it wasn't attached to 96 through 98, I don't believe. Do you remember what attachment that would have been?
A. If I remember correctly, a spreadsheet just identifying some of the open items for approvals or projects under way.
Q. Did it have anything to do with the Malaras? Do you recall?
A. No, this wouldn't, no.
Q. Now, underneath there, underneath the finance committee, it says: A motion was made by Shawn Toole to remove Agenda Item 5C under new business. Motion carried by all. Okay.
Now, the 5C, and we'll get to this I think in a little bit, was that the censure?

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A. Motion to censure, yes.
Q. Motion to censure. So were you at this meeting?
A. Yes.
Q. Did Shawn Toole make a motion to censure you that was not seconded, or did he make a motion not to censure you that was not seconded, or did he make a motion to remove the agenda item, which was the censure? Tell me what happened.
A. What happened was that he -- as we got to that point, he said he wanted to skip it and a motion to skip or remove.
Q. So the president -- I guess Shawn Toole was the president at the time. Is that right?
A. Yes, yes.
Q. Shawn Toole was the president. You were there?
A. That's correct.
Q. Your wife was there?
A. Yes.
Q. Were the Malaras there?
A. Malaras were -- according to this, no.
Q. Would they have necessarily been listed? They would have been listed as a guest,

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right?
A. Yes.
Q. Quorum was established, right?
A. That's correct.
Q. And then Shawn Toole, as the president, when it was his -- I guess the president is the one that runs the meetings, and they go in --
A. Yes.
Q. He goes in whatever order he wants, typically follows an agenda?
A. Right, right.
Q. So the motion to censure was listed as 5C. Is that correct?
A. That's correct.
Q. And when he got to the motion to censure, he decided to make a motion to remove the motion to censure from the agenda. Is that correct?
A. Yes, that's correct.
Q. And somebody seconded that?
A. Yes.
Q. And it carried by all?
A. Yes.
Q. Which I guess presumably means a

unanimous vote?
A. Yes.
Q. So you voted in favor of the motion to censure you to be removed from the agenda?
A. To be removed, yes.
MR. FERDERIGOS: Why don't we go ahead and stop there.
(A luncheon recess transpired from 1:11 PM to 2:16 PM.)
BY MR. FERDERIGOS:
Q. We're reviewing documents now, but I wanted to ask you just two questions.
Do you or your wife -- at any point in time of dealing with the Malaras, do you or your wife harbor any animosity towards the Malaras because of the trailer or because of the shed?
A. I would say that we felt it disrespected by them not maintaining their property according to the guidelines, so animosity -- obviously, with our interactions, we had a lot of interactions, and so we felt that it should be something that could have -- should have been taken care of out of respect for us and the neighborhood.
Q. Let me ask you the question, and if

you could answer yes or no, and then feel free to explain.
Do you or your wife -- at any point in time in dealing with the Malaras, have you or your wife had any animosity against the Malaras because of the shed and the trailer?
A. Animosity.
Q. If you could answer yes or no and then explain.
A. Yes, there was some.
Q. Did you or your wife ever have a vendetta against the Dawsons (sic) to tear down that shed and get rid of that trailer?
A. Could you repeat the question?
Q. Sure. Did you or your wife ever have a vendetta against the Dawsons --
MR. CONDON: The Dawsons? You said the Dawsons.
MR. FERDERIGOS: Let me start over again. I apologize.
Off the record.
(Off-the-record conference.)
BY MR. FERDERIGOS:
Q. Did you or your wife ever have a vendetta against the Malaras for them to remove

the shed or remove the trailer?
A. No.
Q. So it's your sworn testimony that you and your wife never had a vendetta against the Malaras about the trailer or the shed?
A. Not a vendetta, no.
Q. How would you describe -- did you have any feelings of negativity against the Malaras where you or your wife decided that no matter what it took, you or your wife were going to get the Malaras to get rid of the trailer or get rid of the shed?
A. No, not like that.
Q. So you deny that you or your wife ever had a vendetta or ill feelings to the point that no matter what it took, you were going to do what it -- you and your wife were going to do whatever it took to get rid of that trailer or shed?
A. We were wanting to have all sheds in the neighborhood, so we actually turned in -- at least I turned in other sheds, so they're not -- there's not a vendetta against them, no.
Q. Let's go ahead and get back to the documents. We talked about No. 96. Let's look at No. 95, and what's been Bates stamped as No. 9

DEFRRFP95 -- and just for the record, every document that we've discussed so far has been DEFRRFP and then the Bates number -- but it's Document No. 95, the April 24th, 2012, special meeting minutes.
A. Yes.
Q. And is this the meeting where you were censured?
A. Yes.
Q. And is this the meeting where they later, after they censured you, then changed the censure to a memo of counseling?
A. They changed the heading on the letter to read that it was a memo of counseling. They never properly revoked the censure following any sort of Robert's Rules that they said they follow.
Q. So it's your position that even though the special meeting minutes reflect that they censured you, and then they changed the document from a censure to a memo of counseling, it's your position that that was not official because it didn't comply with the Robert's Rules of Order?
A. Right, yes, because to me, it reads that there's a censure and a memo of counseling.
Q. You were at this meeting, correct?

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A. Yes.
Q. Now, the vote to censure you, did everybody vote to censure you except for you, I take it?
A. Yes.
Q. So it was three to one?
A. Three to one.
Q. And there was a quorum?
A. Yes.
Q. And it says: The purpose of the special meeting was the proposed censure of the board member and ARB chairman from all homeowner association business directly pertaining to, and then it says the Malaras' property, right?
A. That's what it says.
Q. So at that meeting, you understood that the purpose of the meeting was for your censure because of your dealings that you had directly with the Malaras?
A. That's my understanding.
Q. You knew that, correct?
A. Yes, at this time.
Q. And then Heather McKelvey made a motion to approve a censure of the ARB chairman, right, and I presume somebody seconded it?

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A. That's correct.
Q. And then the motion carried by a majority vote, and there were three, so it was a unanimous vote, with the exception of you?
A. That's correct.
Q. The ARB chairman requested that the board revoke the censure due to his standing as a CPA and his concern it may affect his career. Is that accurate?
A. That's correct.
Q. The censure was reviewed, and changes were made to the memo so that the document was changed from a censure to a memo of counseling. Is that accurate?
A. That's what that says, yes.
Q. Is that what happened?
A. I don't know -- I don't have any final documentation that they provided, but the understanding was that there was still a censure. All they were doing is changing the name of what they called a memo to a -- or a censure memo to a memo of counseling. They still --
Q. And that's what happened, they changed it from a censure to a memo of counseling, correct?

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A. This document, yes.
Q. Well, did they do that or not? You're saying this document. You were there. Did they do that?
A. There was some draft that was -- that was presented, but I never received a final draft, but according to this, yes, that there was a censure, and the document was changed -- the title was changed from a censure letter to a memo of counseling.
Q. Then it says: The original motion was amended by the president to accept the changes to the censure memo by reviewing the changes again and asking if they all agree. Did that happen?
A. That happened.
Q. All agreed to the changes, and the motion carried to change the memo by all members present. Is that true?
A. That's correct.
Q. So then you voted for it, for the memo of counseling?
A. I voted for the changes.
Q. So you voted for the censure to be changed into a memo of counseling, correct?
A. The heading of that letter, yes. I

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voted for -- yes.
Q. So at that meeting, not only did you know that they were changing the censure to a memo of counseling, but you also voted in favor of that happening, correct?
A. In mitigating any damages, I agreed to any lesser things because they were already taken care of.
Q. Is that a yes?
A. That's a yes.
Q. And was there a memo that they -- the draft that they changed at that meeting that they went over with you?
A. There was a draft.
Q. Did they go over the draft with you?
A. We went over the draft.
Q. They gave you the draft?
A. There was a draft given, yes.
Q. And the draft had whatever reasons for the memo of counseling, did it not?
A. No, not reasons for counseling, it was what you need to do. So reason, there was no support to a censure. Censure was blaming me for something. They didn't state what. The title of the letter just said: Matters. I don't know what

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that means.
Q. When they went -- did they go over the memo of counseling with you?
A. We went over it, yes.
Q. And you understood what the memo of counseling said?
A. Yes.
Q. So given the complaint that was filed, and then the memo of counseling says you are not to do X, Y, and Z, doesn't it stand to reason that the reason they did a memo of counseling was because you did X, Y, and Z before? Yes or no and please explain.
A. I don't understand the censure, so no. What was your question? I want to make sure I'm answering correctly.
Q. Right. Well, if they -- if you and the board went over the reasons of what -- went over what they expected you to do from here on forward, that you're not to partake in any business with the Malaras or this, that, and the other, and we're going to go over that document, okay, if they told you that from here on forward, you are not to do whatever it is you're not to do, okay, now, the complaint that the Malaras filed

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alleged that you had taken such action, that you had used your office for personal harassment, did it not?
A. That's what they said.
Q. And then the memo of understanding said you're not to do that anymore, in general terms. Is that correct?
A. No. I don't understand it to be that way. What I understand the letter to be -- and we'll go over it, right?
Q. Yeah. We'll go over it in detail. I'm just interested in broadly now.
A. It was just attend the governing session that we had already done, and no interaction with 3286, the Malaras; okay.
Q. As an ARB chair, something to that effect, right?
A. Yes.
Q. So wouldn't it stand to reason that given the complaint was that you had improper interactions with the Malaras and given that the censure was that you're no longer to have improper interaction with the Malaras, don't you think it's reasonable that the reason you were censured or there was a memo of counseling was because you had

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improper --
A. I believe --
Q. -- activities with the Malaras? Please go ahead.
A. No.
Q. You didn't understand that?
A. It's not that I don't understand. I don't agree.
Q. You do understand that, correct?
A. I don't understand why they censured me, so --
Q. Well, you think it's a wrong decision, but you understand why they did it, correct?
A. Yes, I understand what they were doing at that meeting.
Q. I mean, I just want to make sure. We're limited by the English language. And you knew why they censured you, correct? You just didn't agree with why they censured you. Is that correct?
A. No, I don't -- no, I still don't know why they censured. I know what they did.
Q. But we've already --
A. I still -- I don't agree with what they said was the purpose behind the censure.

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Q. But you know why --
A. I understand what -- that was on the letter. I understand that.
Q. And you understand why they censured you --
A. I understand --
Q. -- in their minds?
A. In their minds, yes.
Q. You understand why they censured you, in their minds, why they did what they did, correct?
A. I don't exactly know what's going through their minds, but I understand I was censured, and that's their belief.
Q. That's their belief. And you understood, at that meeting and sitting here today, why they did what they did. I know you don't agree with it, but you understand why they censured you, slash, counseled you?
A. It's more than just don't agree with. I don't believe it carried any weight.
Q. Right. But you understand what their thought processes were and the reasons for wh they did what they did, correct?
A. I believe I do.

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Q. Is that correct? Yes?
A. Correct.
Q. Did you prepare those minutes that we just talked about? Do you know?
A. No, I did not.
Q. Now let's talk about -- the next one is Bates stamped 92 to 94, and what is that? Is it the May 21st, 2012, meeting minutes?
A. That's correct.
Q. And those are the minutes that you prepared? Is that correct?
A. No.
Q. Look at the very last page.
A. This is not what I sent them, and you should have a copy of what I sent to them. It was changed, as it says down --
Q. So on Page 94, it says: Minutes submitted by Matt Dawson, and you're saying that 92, 93, and 94 were not the minutes that you submitted. Is that what you're saying?
A. Not entirely. This is not from me. There were some changes made to it that I did not make.
Q. So you did a draft, and then somebody changed some of the things?

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A. Yes.
Q. And I guess we'll get to the original. Now, this meeting, your attorney was with you?
A. Yes.
Q. And again, don't tell me anything your attorney has told you.
There was new business in ARB committee, Discussion No. 3 on Page 93?
A. Okay.
Q. Discussion regarding fence project on Middleburry Lane, what's that about?
A. That was the corner -- project on the corner of -- I can't think of the name. It was Middleburry, and there was another. It's not the Malaras.
Q. Oh, it's not the Malaras. Never mind. Need to confirm 30-day automatic approval if no ARB response to ARB form?
A. Yes.
Q. What's that about?
A. That means if you turn in a form, and you don't get approval, then it would be automatically approved if you don't hear back from -- that's just listing the guidelines.

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Q. The rest of those ARB committee -- it's got some little hash -- not hash tags, but little lines and different things. Do those items on 93 have to deal with Dawson or the Malaras at all?
A. No.
Q. Now, the May 21st, 2012, meeting minutes on Page 94, it says that: All approved Shawn Toole as president.
Is that when Shawn became the president?
A. Yes, officially.
Q. And Nadine Evans as vice president?
A. Yes.
Q. Who was the president before?
A. That would have been, before Shawn, Evan Thornton.
Q. So the April 24th, 2012, meeting, it was Mr. Thornton -- well, he wasn't there, was he?
A. Well, Shawn Toole must have ran it as the acting president.
Q. Was he the vice president at the time?
A. He must have been the vice president, as I recall.
Q. I got you. I'm not asking what your

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attorney told you, but what did your attorney tell the board at the May 21st, 2012, meeting?
A. I don't think there was anything said. He was just present at the meeting.
Q. He didn't address the board at all?
A. No. I don't recall.
Q. In your mind, what was the purpose of him being at the board meeting?
A. Well, he was retained and to --
Q. But don't tell me anything he told you. I just want to find out from you.
A. He was there just to -- with me.
Q. But he didn't --
A. Didn't say anything.
Q. He didn't say anything? A lawyer who didn't say anything, you're not going to find that too often.
Let's move on to No. 89. 89 through 91 is the meeting minutes June 18th, 2012. Is that correct?
A. That's correct.
Q. And at this point -- I guess let me back up. May 21st, 2012, you're still a board member, you're still an ARB chair, correct?
A. Yes.

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Q. So now we're moving to June 18th, 2012. Are you still a board member, still an ARB chair? Because it has you listed as a recognized guest.
A. No, I resigned.
Q. So in between the May 21st meeting and the June 18th meeting, you resigned. Is that correct?
A. Yes. It says here effective 5/30.
Q. Right, okay. And in these meeting minutes on Page 89, it says that you resigned the board of directors effective 5/30/2012, but you had not resigned as the ARB chair, had you? That came later, right?
A. I resigned everything at that time.
Q. You resigned everything?
A. And I sent a letter to Shawn Toole that was --
Q. So you resigned both things at the same time?
A. Everything, yes, resigned from the board.
Q. So then you're a recognized guest, and this time you did not have an attorney with you, correct?

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A. Right.
Q. And it says here: Matt Dawson -- and this is on Page 89. Matt Dawson was given time to address his concerns about his time on the board and recent resignation. He requested a formal written response by the board. Shawn noted this would be added to next month's agenda.
That's what it says?
A. Yes.
Q. Did you request a formal written response by the board?
A. Yes.
Q. And Shawn said it would be added to the next month's agenda?
A. That's what he said.
Q. Now, we're going to see some emails from Shawn where he says he's not going to give you documents, or something like that. Was that Shawn's response?
A. I believe in one of the emails, he said that there was either no minutes or he wasn't going to give me -- well, that was prior to this, though, I believe.
Q. Well, we'll see what happens in the minutes next. Let's see. Bob was not present at the meeting. That's Bob Cherry.
Does the rest of this have anything to do with this case? I see there was a new ARB chairman appointed, and Blake was the new ARB chair, correct?
A. That's my understanding.
Q. And I don't see anything else pertaining to this case, but do you?
A. No.
Q. The next set of documents are the July 16th, 2012, meeting minutes, which are Bates stamped 86 to 88.
MR. HELMLY: Did you say July 16th?
MR. FERDERIGOS: Yes, sir, 2012.
BY MR. FERDERIGOS:
Q. And you and Dave Malara were at that meeting. Is that correct? It has both of you listed as a recognized guest.
A. Yes.
Q. The last page says: Matt Dawson's letter, nothing to address at this time.
So as far as new business, did the president bring up the fact that you had sent a letter, I presume requesting some sort of response, and the president and the board decide

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that there was nothing to address at this time? Is that accurate, or what happened?
A. I'm assuming that's in response or lack of response to what they said they were going to do in the previous minutes.
Q. Well, he said he'd bring it up at the next board meeting, right?
A. I guess he brought it up, yes.
Q. And he brought it up and said we're not going to talk about that, right?
A. That's correct.
Q. Is that what happened?
A. Yes.
Q. I mean, I wasn't there.
A. Yes.
Q. Can you tell me -- do you have any independent recollection about this July 16th meeting where both you and Dave Malara were present?
A. No. The only recollection I have was that I was there. Before the meeting was finished, I did leave, as I had to teach a class that evening, so --
Q. How did you and Dave get along at that meeting?

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A. We were on opposite ends of the room.
Q. Did he say anything to you? Did you say anything to him?
A. No.
Q. The next one is 83 to 85. Now, I didn't see anything pertaining to you other than on the second page, it says: John Putzu replaces Matt Dawson.
I take it that's the individual that replaced you on the board?
A. Yes.
Q. Is there anything else related to this lawsuit in those meeting minutes?
A. Related to this case? No.
Q. Did you have anything to do with any of the meeting minutes from this point forward? You were off the board. You weren't ARB chair. Did you have anything to do with the minutes?
A. No.
Q. Did you have anything to do with the decision to replace Ravenel Associates with another property manager?
A. No.
Q. Would you be privy to why that happened?

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A. No, I wasn't.
Q. You weren't on the board, correct, so you don't know?
A. That's correct.
Q. And from time to time, did you or your wife go to other board meetings?
A. Yes.
Q. Was it anything pertaining to the Malaras?
A. Just as guests and listening to what was happening in the neighborhood.
Q. Let me ask you about what's been Bates stamped as No. 38, and I'll kind of ask you about it, hold it up, and I'll hand it to you. I only have one copy, so I can't give it to you while I --
This is a letter from Eric Durand, which I understand is the Malara's attorney. Do you have that understanding as well?
A. Yes.
Q. And this letter is May 5th, 2012. It says: The last communication I received indicates a member of the board was censured and removed from any matters involving my clients or their property.

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At that point, was that an accurate statement?
A. I had no other dealings with the Malaras, so --
Q. You don't know?
So did you ever deal with the board about the Malaras' cameras, fence, or shed after you left the board?
A. No. I don't know whether -- just reporting other violations again.
Q. The same violations or other violations?
A. I don't know if we did it there. I know that we brought up -- that there were other sheds, and whether that we had a moment to speak at one of them --
Q. You're talking about other property?
A. Yeah.
Q. Well, I guess my question is: After you left the board and left being ARB chair, did you ever contact anyone on the board or make any more complaints or take any action in regard to Dave Malara's cameras, fence, or shed?
A. I don't recall.
Q. If there are emails in here, then the

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emails speak for themselves, but otherwise, you don't recall. Is that correct?
A. Correct.
Q. And No. 37 is a letter from your lawyer to the president of the homeowners association?
A. Yes.
Q. And you were copied on that letter?
A. Yes.
Q. It says: The board of directors -- among other things, it says: The board of directors does not have any authority to censure an individual. Do you agree with that statement?
A. I agree.
Q. So it's your understanding that a board of directors cannot censure anybody?
A. In my understanding, they could not censure. They didn't have the authority.
Q. Well, let me ask you generically. Can a board of directors censure someone?
A. Yes.
Q. But I guess your take on it is they didn't have the authority to censure me. Is that correct?
A. Anyone, that board. That's my

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understanding. That was my understanding.
Q. Well, then my question is -- because you were on the board, and you're familiar with Robert's Rules, right?
A. Familiar.
Q. So you don't know Robert's Rules?
A. I'm not a specialist, no.
Q. What is your personal opinion about whether a board of directors can censure an individual board member?
A. You need to have a reason, for one.
Q. No. If you could answer can -- hold on -- not why. I want to know can a board of directors censure another member for activities, generally?
A. Yes.
Q. So does a board of directors have authority to censure an individual, another board member, generally?
A. Yes.
Q. And I guess is it your personal opinion that this board of directors didn't have authority to censure you because you didn't like the reasons they were doing it? Is that an accurate --

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A. No. My understanding at the time, they didn't have authority.
Q. Is that still your understanding?
A. As far as I know.
Q. And you're basing that this board didn't have authority to censure you on what? But don't tell me anything your lawyer said. On what are you basing that?
A. Nothing tells me otherwise.
Q. Have you read Robert's Rules of Order?
A. Not completely.
Q. If Robert's Rules of Order were to say that a board has authority to censure a board member for activities, would you agree with me that any board has that authority?
A. Yes.
Q. I'm just trying to figure out if there's a disconnect, and why. That's all.
And what we have here is 33 through 36, and these are copies of your text messages, I take it, with the -- is it with Dave Malara?
A. I don't -- can't say for sure this one is.
Q. Tell me the number.
A. 0033.

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Q. What about the other two, 34 and 35?
A. 34 and 35 and 36, yes, I recognize my phone number.
Q. And those are the texts that you sent?
A. Those. This one here, I don't know.
Q. So No. 33, where it says: I C, the letter C, who wears the pants in the family. I really thought. No. 33, is that yours?
A. I know I had sent another text that had something along that line, but I don't know if this is mine. There's no phone number, and there seems to be other texts that --
Q. I guess let me make it real simple. Did you send an email to one of the Malaras saying that you see who wears the pants in the family?
A. I don't recall if that's what I exactly wrote.
Q. Well, what do you recall?
A. Something to the effect that I know who's boss or -- so that might be -- it's hard to tell. I don't know if that's mine. There's no phone number.
Q. Could this be yours?
A. It could.
Q. If Malara were to testify under oath

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that this came from your phone number, would you agree that this is your email, your text?
A. If I have some confirmation, sure.
Q. What other confirmation do you need?
A. I don't see a phone number, and there's other texts. I know I wrote back, after I left his house that day, that -- something to that effect.
Q. So you're saying that you wrote something to this effect to Dave Malara at some point, but you do not know or deny that this is yours because you do not see your phone number on this?
A. That's correct. If I can confirm that it was from me, then --
Q. Now, if Dave Malara were to say that this was from you, would you --
A. Verify that.
Q. Let's say he says that. You would still demand that your number be shown in order for you to verify that?
A. Yes. I don't know whether he typed it up and covered it up.
Q. So No. 33, you believe that this text that says: I C who wears the pants in the family

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could be something that Dave Malara typed up to frame you. Is that your testimony?
A. I don't know. I just don't know if that was from me exactly.
Q. I mean, I didn't ask. You volunteered that maybe Dave typed it up and tried to make it seem like it's yours, right?
A. That's a potential.
Q. So what you're testifying to is unless you see your number written across here, that you are suspicious that Dave Malara may have typed this up to frame you and that it is not necessarily your text, Document No. 33. Is that correct?
A. I cannot determine if that's my text.
Q. Yes, but are you concerned that Dave Malara may be trying to frame you with this text?
A. No. It could be some other text that -- I don't know. It could be. I can't answer.
Q. Let's talk about 31 to 33 -- 31 to 32. This is the March 19th, 2012, letter that the Malaras sent to the board trying to get you removed as the ARB chair. Is that correct?
A. It looks correct.

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Q. And it had attachments at the time. Is that correct?
A. Yes, it did.
Q. Let's go ahead and talk about it. They requested to remove you from the board and the ARB committee because of alleged violations, correct?
A. Correct.
Q. And then the homeowners at 3286 Middleburry Lane, that's the Malaras, correct?
A. That's correct.
Q. Allege that Mr. Dawson is misusing his board's positions to carry out a personal attack on them. Is that correct? That's what they allege.
A. That's what they allege.
Q. That's what they allege. And then they have 15 points, correct?
A. That's correct.
Q. And then they have a conclusion. Is that correct?
A. That's correct.
Q. And then they both signed it?
A. That's correct.
Q. And the 15 points are broken up one

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through seven dealing with incidents from November 2011 to March 10th, 2012. Is that correct?
A. Yes.
Q. And then eight through 15 are incidents from March 16th, 2012. Is that correct?
A. That's correct.
Q. Let's talk about each one.
A. Okay.
Q. The homeowners, the Malaras, installed a fence in November of 2011. Is that correct?
A. That's correct.
Q. Mr. Dawson has -- and then it says: Mr. Dawson, that's you, has been investigating the facts surrounding the approval of the fence since the day it was built. Is that true or false?
A. That's false.
Q. Have you done any -- did you do any investigation about the approval of the fence, of the Malaras' fence, at any point between November 2011 to March 19th, 2012?
A. I did not do any investigative work. I may have read the ARB guidelines. It was approved. There's nothing you can do after it's approved.

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Q. Did you investigate to find out if it was approved?
A. No.
Q. So it's your testimony that you did not do any, quote, investigative work, and you did not communicate with anyone to find out if the fence was approved between November 2011 and March 19 of 2012, correct?
A. That's correct.
Q. Can we move on to No. 2, or is there any commentary that you want to add to that, No. 1?
A. No. We can move on.
Q. Move on to No. 2. After the fence was built, there was an incident in November in which Mrs. Dawson stepped onto the homeowners' property while they were out of the country and manipulated their patio door, put chairs in front of their patio door, and also left a note on their property.
Is that true? Did your wife do those things?
A. I believe so.
Q. So that statement is truthful, correct?

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A. Yes.
Q. The Dawsons were verbally put on trespass notice and disregarded the, quote, no trespassing signs, which were on the fence at the time the incident occurred.
Is that true?
A. That's false. That would include me.
Q. Well, let me ask you this: If that was -- instead of including you, if that was Mrs. Dawson was verbally put on trespass notice and disregarded the no trespassing signs, which were on the fence at the time the incident occurred, would that be a truthful statement?
A. Yes.
Q. So your problem with that sentence is it's got an S at the end of Dawsons. It should have said Mrs. Dawson. Is that correct?
A. That would be correct.
Q. So you admit that your wife was verbally put on trespass notice before, but disregarded the no trespassing signs, which were on the fence at the time that she did that?
A. I can't make -- I can't agree to that because I wouldn't know, I wasn't there, if she was verbally put on notice.

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Q. So you don't know. Is that what you're saying?
A. No. There were trespassing signs.
Q. There were trespassing signs, and your wife ignored them, correct?
A. To retrieve our cat, yes.
Q. Well, you could say why, but --
A. Yes.
Q. -- it's a truthful statement that there were trespassing signs, and your wife ignored it, right?
A. That's true.
Q. Were you, at any point in time, told not to trespass on the Malaras' property?
A. There were probably other emails in reference --
Q. So prior to -- in November 2011 to March 2012, in that time period, were you and your wife told do not trespass on our property by the Malaras?
A. There were emails stating such.
Q. So you would admit that you and your wife were on notice not to trespass on their property --
A. That's correct.

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Q. -- the Malaras' property. Is that correct?
A. That's correct.
Q. Now, despite that, your wife decided to go ahead and trespass on the Malaras' property in order to get the cat?
A. That's correct.
Q. And when she went on the property, she manipulated the patio door, put chairs in front of their patio door, and left a note on their property that we have a copy of somewhere around here. Is that correct?
A. That's correct. She closed the patio door. Whether it was blowing open, I don't know, but she closed it so the cat wouldn't get in, and there was food.
Q. So here your wife is going on a neighbor's property and, to put it bluntly, messing with their stuff. Is that true?
A. Yes, that's bluntly put, yes.
Q. You shouldn't mess with your neighbors' stuff. Is that correct?
A. It was to get our stuff. Just closed the door.
Q. Well, no. It was also moving patio

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chairs. Those were your neighbors' patio chairs, were they not?
A. That was correct.
Q. I guess you're going to tell me it's okay for your wife to go on your neighbors' property and move their property around. Is that okay?
A. No.
Q. So that's not okay.
So would you admit that your wife should not have gone on the Malaras' property and manipulated their patio door or moved chairs in front of the patio door?
A. She went over to get the cat and did what she thought was necessary.
Q. If you could answer my question first.
A. Repeat the question.
Q. Yeah. The question is: Do you agree that your wife should not have gone on the neighbors' property, moved chairs that did not belong to her, that belonged to your neighbors, and place them in front of the patio door?
A. No.
Q. That that was wrong?
A. I don't agree that it was wrong.

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Q. It's your testimony --
A. There was no damage done. No, I don't think it was wrong.
Q. So it's your testimony that your wife -- it was okay for your wife to go to your neighbor's property, move their personal property the way that she saw fit, and close the patio door because of your cat? That's your testimony?
A. That's what I'm saying.
Q. Now, if the Malaras had done that to you and come on your property, moved your stuff around, closed your door, you would be okay with that. Is that your testimony?
A. Yes, if it was for a purpose.
Q. Who determines if you have a good purpose to trespass on somebody else's property?
A. Sometimes neighbors just being neighborly, which is -- leaves that open to acceptability.
Q. I mean, given some of the emails that I've seen, y'all are a little beyond the --
A. There was no damage, so there's no malicious activity.
Q. So despite the emails that we've seen between y'all and the Malaras --

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A. And the no trespassing signs, my understanding is that if you have property on your own property, that you could go retrieve that property. That's all we did. And the door was to be kept closed. I don't know whether it was being swung open by wind and actually doing a favor.
Q. So it's your testimony that what your wife did was doing the Malaras a favor?
A. That's the way I see it.
Q. Now, if the Malaras were to return that favor and go to your property and move your stuff around, you'd be okay with it?
A. Legitimate reason, sure, any one of my neighbors.
Q. And despite the fact that they had already put y'all, both of y'all, on notice not to trespass on their property, you still think it's okay to trespass on their property as long as you have a valid reason, right?
A. Yes.
Q. Any more commentary on No. 2?
A. No.
Q. No. 3. Since that incident, Mr. Dawson has sent numerous texts and email communications, some with abusive language, and it

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quotes: You mother fucker, Dave, fuck you, that have been harassing to the homeowners, to the Malaras. Is that true?
A. No. They were in response -- he's suggesting I only sent text and email. He initiated the majority of all the emails.
Q. So you deny that No. 3 is accurate because you were justified in sending those responses. Is that what you're saying?
A. I was sending responses, yes.
Q. But you deny No. 3 because in your mind, you were justified in sending the emails that you sent and the texts that you sent back to Malara?
A. I was sending a response, and I felt -- maybe an email was not -- didn't feel comfortable with after the fact, but yes, I responded to his emails.
Q. It says: Since that incident, Mr. Dawson has sent numerous texts and email communications. I mean, is that true, that portion?
A. Numerous texts, no, and email communications in response to his email communications.

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Q. But again, we're limited by the English language.
A. So he was sending me numerous -- texts, no numerous texts that I'm aware of, and email communications were initiated by him, so he's sending numerous emails to me, and I'm responding, so yes.
Q. I understand you're responding, but my question is the sentence: Mr. Dawson has sent numerous texts and email communications, is that true or false? I understand that you're doing it in response.
A. False for numerous texts; yes, email communication.
Q. So you have a problem with the word numerous?
A. As suggests many, yes.
Q. So if the sentence was: Mr. Dawson has sent texts, with an S, and email communications, that would be an accurate statement?
A. I don't recall the texts that were sent, I don't have them saved, but I do have the emails, so I don't recall numerous texts.
Q. So you're not sure about the texts?

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A. Yes.
Q. It's possible?
A. It's possible that we sent texts to try to coordinate a meeting.
Q. But you would admit that you sent email communications to the Malaras --
A. Yes.
Q. -- during this time period, correct?
A. Yes.
Q. And some of which had abusive language like: You mother fucker, Dave. Fuck you. Those were in your email communications, correct?
A. There was one memorable one and one other, maybe.
Q. But you used abusive language, did you not? Yes or no.
A. Yes.
Q. So that's true?
A. That's true.
Q. So you, who is an ARB chair and a board member, right, sent an email to the Malaras with abusive language, correct?
A. This would have been most -- some of these would be prior to being ARB chair, but being on the board. But this was personal; it wasn't

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related to the board.
Q. So you sent emails --
A. These would be response to --
Q. But you sent emails to the Malaras of a personal nature that had abusive language?
A. That's correct.
Q. And I don't need to repeat the language. It's right here, and we have the email, correct?
A. That's correct.
Q. And that was wrong to send language like that via an email. Would you agree?
A. Not appropriate.
Q. So you would admit that it was not appropriate for you to send an email with abusive language and profanity, but you will not admit that it was wrong for you to do that. Is that your testimony?
A. Yes.
Q. So it was not appropriate for you to send it, but you will not admit that it was wrong, correct?
A. I wasn't in the right frame of mind when I wrote it.
Q. So if the question is were you wrong

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to send those emails, the answer is you were not in the right frame of mind?
A. I should not have sent that, so no.
Q. Is that being neighborly to send emails with personal attacks and abusive language?
A. It's out of context because there was -- this was in response to something. So they're saying that I've done something wrong, but it's in response, so it's out of context listening just from them. The email was in response that had the language.
Q. Did the Malaras use profanity such as language that you used in the email that they sent you that you were responding to?
A. No, I don't recall.
Q. But then you responded using profanity and abusive language, correct?
A. Yes.
Q. But you refused to admit that that was wrong?
A. It was wrong for me.
Q. It was wrong for you to send that email, correct?
A. That's correct. Not the email, but the language.

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Q. The language, right.
I mean, and that's just not being neighborly to send an email that says all those abusive words of profanity, correct?
A. It could be construed as that, yes.
Q. You would agree?
A. Yes.
Q. And it's certainly not becoming of an ARB chair or board member to send emails or texts with abusive language laced with profanity to homeowners, correct?
A. That's correct.
Q. Now, it says that – the next part of No. 3 is that – it says that you had sent texts and emails, some with abusive language, that have been harassing to the homeowners, okay.
Can you agree that getting an email or a text with abusive language laced with profanity, such as: You mother fucker, Dave, and fuck you, could be viewed as harassing by the Malaras?
A. No. I wasn't harassing them. It was a response. I was heated. I even said it in the email. It was in response to them. It was a poor response.
Q. So it's your testimony that you

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sending an abusive language/profanity-laced email with: You mother fucker, Dave, fuck you, is not -- it's unreasonable for the Malaras to view that as a harassing email?

A. Yes, considering they say those words all the time. They're not new to hearing those because they say it all the time.

Q. So you would think it's unreasonable for the Malaras to think that email that you sent with abusive language, with profanity, that that would be harassing, that that would be unreasonable for the Malaras to think that? That's your testimony?

A. Yes.

Q. Do you have any other commentary on No. 3?

A. No.

Q. Let's move on to No. 4. Mr. Dawson and his wife have also discussed the Malaras in a negative light to surrounding neighbors.

Is that true?

A. That's not true.

Q. You never talked to any of your neighbors about the Malaras treating you unfairly?

A. No. They knew the situation. We

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avoided contact/discussions regarding the situation. They knew already what happened, just because they were alienated from Dave and Virginia. They disconnected themselves from everyone immediately, so those neighbors already knew what happened. But no, we did not have discussions with our neighbors that put them in a negative light, no.

Q. So you deny that?

A. I deny.

Q. Now, if there were testimony from neighbors saying that you did talk to them, and you cast the Malaras in a negative light, you would deny that that was accurate, correct?

A. That's correct.

Q. Moving on to No. 5. In December of 2011, Mr. Dawson has been asked verbally and in writing by homeowners, the Malaras, to stop contacting them and to stay off of their property.

Is that accurate?

A. It's confusing, because in December, Dave and I shook hands and hugged and was going to try to move forward and even had spoken at a Christmas party mid-December, and so maybe after that fact, after mid-December, maybe there was

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something, but that's mixed --

Q. So you don't know if that's accurate? Do you deny it, do you admit it, or you just don't know?

A. I don't know, because at the time, like I said, mid-December, we seemed to be fine. Now, after that, I don't know what -- I don't recall other emails stating -- they may have said in one of their other emails about parting ways, but only after that December 9th I think was the date, mid-December.

Q. Do you recall, in around December of 2011 or January of 2012, the Malaras telling you to stop contacting them and staying off their property?

A. They may have in an email.

Q. So that's maybe? Are you saying maybe?

A. They have had in numerous emails regarding not being -- wanting to be friends and stay off their property, which is other than the trespassing, and that moment, we had not gone on the property.

Q. But my question to you is: In December or January of 2011 (sic), do you recall

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the Malaras telling you to stop contacting them and staying off their property?

A. We had no verbal contact, so it had to be -- must be an email.

Q. Do you recall that?

A. Yes.

Q. Now, it says: Since that notification, Mr. Dawson sent additional texts to Mr. Malara which were not answered. Is that accurate?

A. They're not putting some date lines in here, because I was under the impression we were good -- back to becoming neighbors again, good neighbors, and so any texts were to invite them to -- over to our home.

Q. But do you recall sending them texts in December or January of 2011 which were unanswered?

A. Yes, probably so.

Q. Any more commentary about No. 5?

A. No.

Q. No. 6. On February 3, after being warned previously in December, Mr. Dawson appeared at the homeowners' front door and demanded to know why the homeowners weren't answering his texts.

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Is that statement accurate?
A. Partially.
Q. What part is accurate, what part is not?
A. They -- we were having a football party at Super Bowl. I sent an email or text, and it was not -- I didn't receive a response. I don't know why. I was still under the impression that we were still trying to be neighborly. I did go to the front door, but I did not demand why they're not answering my texts. I only asked them if they were -- if they were going to come to our party if they did get my text. So they made it sound a little harsh here, but it was not.
Q. Now, it goes on to say: He was told by Ms. Adrihan -- that's Malara's girlfriend, right?
A. Yes.
Q. To leave them alone and stay off their property. Is that true?
A. After she verbally abused me by saying some of those fuck you words as well, she said to leave them alone, and I said yes, and that was the end of it, and I left.
Q. So it's your testimony that up until

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February 3rd, you thought that y'all were still fine from December, the meeting you had with the Malaras?
A. It appeared that there was very little -- there was activity up until in mid-December, that moment, that day, basically, Dave and I seemed to be going to work things out. After that, there was little contact, no felt like tension, just no contacts, and nothing that led me to believe that I couldn't go over and ask them, because I wanted to let them know that -- we were trying to be neighborly. We were trying -- it wasn't -- I was basically speaking on behalf, too, of the other friends that were going to the party, too, that would have liked to see them too.
Q. Is it your testimony from November until the present that you and your wife have extended a -- I'm looking for the right words, but let me scratch that.
Let me ask it this way: Is it your testimony from November 2011 until the present, that at all times, that you and your wife have honestly and legitimately tried to establish good relations with the Malaras?
A. Sure, I think overall.

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Q. And is it your testimony that you and your wife have not harbored any ill will against the Malaras for any of this, that y'all just want to be good neighbors?
A. That's what we tried to do.
Q. And at no point in time from November 2011 until the present have you and your wife had a vendetta against the Malaras, tried to get back at the Malaras, or in any way do anything to send the message to the Malaras that y'all don't want to be good neighbors with them? Is that accurate?
A. That's true. We're just trying to be good neighbors.
Q. And there's no underlying reason that you or your wife are upset with the Malaras and y'all hold any animosity against the Malaras, that y'all just want to be friends with the Malaras. That's what y'all communicated?
A. That's what we were trying to do, yes.
Q. From November 2011 until the present, correct?
A. Well, that certainly would be -- that's what we tried to do.
Q. Is that yes?

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A. Yes.
Q. Now, immediately after that conversation, Mr. Dawson sent another text to Mr. Malara. See Exhibit No. 1.
That would be the No. 33 that we've already talked about?
A. Yes.
Q. Do you recall -- immediately after Ms. Adrihan telling you to stay off their property, do you recall sending a text that was similar to the comment: I C who wears the pants in the family, or something like that, to Mr. Malara?
A. It was something similar, because it was to Dave, because I wanted to talk to Dave, he wouldn't come to the door, so mostly out of just trying to -- not being funny, but just to -- why didn't he answer the door. I want to talk to you, so your girlfriend comes to the door and verbally abuses me and says: We're not friends, and they're not going to the party.
Q. Tell me everything that Ms. Adrihan told you, you said verbally abused you. Tell me everything she said and how she said it.
A. Well, it was a quick moment, but it

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was -- she called me the same thing you read up in Line 3, and that -- and basically, we're just -- they didn't answer the texts because they're not coming and to leave their property. It was pretty brief and shocking.

Q. And do you think that justified you sending a text to Malara that says something to the effect of: I see who wears the pants in the family? Is that appropriate?

A. Well, I was kind of joking with him because I thought I needed to speak with him and not her and --

Q. So it's your testimony that after you and -- I don't want to say Mrs. Malara, but what's her name, Adrihan?

A. Yes.

Q. After you and her got in a verbal confrontation where she --

A. She did, yes.

Q. And she called you names, that it's appropriate for you then to text her husband that he doesn't wear the pants in the family?

A. I didn't see anything wrong with the text. It wasn't certainly supposed to really hurt his feelings.

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Q. Really, okay. You said that you felt that Dave was too much of a coward to come to the door to talk to you. Is that how you felt?

A. I didn't say that.

Q. Well, tell me how you felt.

A. Well, I felt like -- I don't know the reason why he couldn't come to the door. I'm assuming either he didn't want to, or he was going to let Virginia speak for him. I don't know.

Q. Well, let's assume he does. So what? What gives you the right to send a text like that on No. 33? You don't think that's messing with him? You don't think that's harassing him?

A. It wasn't intended to harass him.

Q. What's the purpose?

A. Can't explain it.

Q. I mean, if the Malaras don't want to be your friends, they just -- maybe they just don't want to be your friends.

A. Well, they certainly took me off guard. The impression that I received from -- up 'til mid-December, until that moment, there was still a wave in the yard, occasionally a hi, no discussions or nothing, but there was some eye contact, so very shocking that they would -- she would treat me that way.

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Q. Well, let's just start off with the basics. If the Malaras don't want to be your friends, right, is it okay if they're not your friends?

A. You don't have to be friends with somebody you don't want to.

Q. If they don't want to talk to you, then the Malaras don't have to talk to you, correct?

A. That's correct.

Q. Is there anything wrong with that?

A. There's nothing wrong.

Q. So is it appropriate to send them texts after they tell you they don't want to talk to you and be friends with them?

A. I believe that's the last text that was ever sent.

Q. And the text in 33, or something similar to it, you view that as funny or appropriate, given the history that you'd had with the Malaras?

A. Well, that was before -- that was February, so it was really before anything else, so --

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Q. So same question. You viewed the text in No. 33, or something similar to it, as appropriate or funny?

A. I intended it to be fairly light-hearted, not to be --

Q. Let's go to No. 7. On Saturday, March 10th -- this is seven days later -- Mr. Dawson walked onto the pond easement in the back of the property at the Malaras, it's got their address, and began taking photos.

Is that true?

A. That's true.

Q. Is that the day that you did the video?

A. I think that might be.

Q. So it looks like they actually saw you?

A. Evidently.

Q. Evidently.

A. Because you have to document what seems to be -- what appears to be wrong, right?

Q. Well, what's wrong? Oh, with your -- okay. But, I mean, No. 7 that statement, not only did you take photos, you took video?

A. I took a video, yes.

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Q. Remember you were speculating earlier if they saw you or not when you did the video? According to No. 7, they did.
A. Okay.
Q. Would you agree with that?
A. I suppose they saw me, yes, if they're stating it. I didn't see them see me.
Q. Mr. Malara and Ms. Adrihan were out on their patio observing him taking photos.
Is it appropriate for you to be taking photos of them?
A. I wasn't taking photos of them.
Q. The video that you shot, was that in --
A. Do you see them on the patio? You said I -- I don't see them on the patio.
Q. I know, but your -- go ahead.
A. I didn't see them. I was documenting what I felt was violations. That's the only way you can really show someone else that there are violations is to document it.
Q. Well, did that include walking across their whole -- their whole property to show --
A. I wasn't on their property.
Q. You videotaped their whole property

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from one side to the other, did you not, walking on the easement?
A. But there were violations along the way. I started and stopped at all the violations.
Q. The fence was a violation?
A. I can't say that the fence was a violation. It was approved.
Q. Really? You said it on the video.
A. It didn't seem to be -- no. In fact, that fence should be aesthetically matching the other side, so technically, it wouldn't be, but it got approved, and I can't do anything about that, but I can comment that I feel that it's not meeting ARB guidelines, right, and that's what I comment on the film.
Q. But you said it was in violation, did you not?
A. That's probably what I said.
Q. That's not true, is it?
A. I would -- I would think that it would be. I mean, that's still my opinion, that there is a -- I can't do anything about it, now that it's in place and it's been approved, but aesthetically, it's against the covenants because --

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Q. But it's not in violation because it was approved, right?
A. Yeah. You can't overturn it, I guess, after the fact.
Q. And did you know that when you made that video?
A. I made the video, and I stated my opinion.
Q. Right, your opinion that it wasn't approved, which was wrong?
A. I didn't say it was -- did I say it was not approved or it was in violation? I said it was not in -- I said it was a violation.
Q. But that fence is approved, though, right?
A. It's an approved violation. I'll put it that way.
Q. And then when you walked across, you also showed what, the shed and then the trailer?
A. I start from the beginning, the cameras, then I --
Q. The signs?
A. The signs, and I'm walking. I didn't turn off the video. I kept rolling and walked all the way down.

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Q. Pointing the video at their house and their porch.
A. Well, I was at the fence, and then the no trespassing sign, and then down along the easement to where you could still see the other --
Q. And when you walked across, you saw their porch?
A. That would be in the view of the camera, yes.
Q. Right. You didn't turn it off. You walked across that whole length of property until you got to their shed and trailer --
A. That's true.
Q. -- which was in the corner. Is that correct?
A. That's true.
Q. When you're filming their house and their porch and they're sitting out there thinking you're harassing them --
A. I didn't see them.
Q. You didn't have to videotape that, did you? Their porch isn't in violation, is it?
A. I didn't see them, but if they're there, then we should see them in the video.
Q. Their porch is not in violation of

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anything, is it?
A. No. It's in the stream of the video, just as --
Q. Their house is not in --
A. Just like their tree in their yard is in the video.
Q. Their house is not in violation of anything, is it?
A. Neither is the tree.
Q. But you videotaped all that.
A. I kept the camera rolling to get to the other end, yeah.
Q. Yeah, while they were looking at you.
A. Evidently.
Q. And you would be fine if they did it to you?
A. I wouldn't have any -- I can't do anything about it if they're on their own property, which is what they're doing now.
Q. Would you be fine with them doing that to you?
A. I'd be uncomfortable, but --
Q. Any other comments about that?
A. No.
Q. No. 8, the following incidents

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occurred on March 16th, 2012.
And before we get there, so March 10th is when you think this video that was produced was shot, right?
A. Yes.
Q. March 16th, 2012. On Friday, March 16th 2012, Mr. --
A. Let me back up.
Q. Sure. Go ahead.
A. That video would have to be taken sometime -- maybe it was -- because he was already putting up the cameras in December, and then there was -- he took those down, but I think it was in December that was made.
Q. So the video, you think, was in December?
A. Yes.
Q. Then you went back out in March and took photos? We have photos, too, so I presume those are --
A. Yes, March were photos. That would have been because of the cameras. There was two times he was putting up cameras. One, he put them up, then he took them down. That would have been in December, and then that's when -- that's when I

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filmed, in December. Now, there would have been photos of other cameras that were taken pictures of later.
Q. I don't recall any video of a camera, or this is where he put a camera, or it's strictly --
A. I did at the beginning of that. He was -- they were still putting up a camera, and it was right in front of the fence. You saw the wires and the ladder, so that was -- that would have been December.
Q. So the video may be December is what you're saying?
A. Yes.
Q. But then you went back out there to take photos in March?
A. There could have been a time where I -- yes, in March I took the pictures.
Q. Why do you need to take photos in March if you've already gotten videos in December?
A. I was taking pictures of the cameras that were put up and the shed and the viewing. They had noted that -- although they weren't, they noted that they were in violation, but they put the fence up so that we couldn't see their

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violations, but my point was the pictures was to take pictures of the cameras and the shed.
Q. Now, you agree that the fence was approved, right?
A. So the photos wouldn't have been of the fence, only that video.
Q. But you agree the fence was approved, right?
A. Yes. It was approved the day after he received notice.
Q. When did you find out that it was approved, and how?
A. The fence?
Q. Yes, sir.
A. He signed the ARB form the day after he received notice of -- sent the complaint.
Q. What? I'm sorry.
A. The ARB form was dated November 11th, 2011, and it was subsequently after that he put up the fence.
Q. But he received approval for that?
A. I'm not denying that he didn't.
Q. Right. When did you find out that he -- when it was approved, you found out instantly because you were copied on that?

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A. Yes. I was on the emails, yeah.
Q. And you knew from the get-go that the fence was approved?
A. And I never fought it.
Q. It's your testimony that you never had a problem with the fence?
A. There was nothing I could do about the fence.
Q. And you agree that they could have built the fence longer, down to the pond, and they could have built the fence higher?
A. They couldn't go any farther than the easement, so no, they couldn't go any farther that way.
Q. But it's three feet in his property?
A. Yes, on the one side.
Q. So he's actually giving you three more feet to your property, right?
A. No.
Q. Not giving you as in giving it to you, but he's got a fence, then he's still got three feet?
A. He's got about -- well, there's been no survey done, so we're assuming approximate three feet.

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Q. So he didn't even put the fence on the property line?
A. That's true.
Q. He put it a little further back, right?
A. Right. I guess he wanted to put the fence up pretty quick without doing a survey.
Q. I mean, is that an assumption on your part?
A. That's my assumption.
Q. But he could have made the fence higher, right?
A. The guidelines I think were --
Q. Eight feet?
A. Six feet, I believe.
Q. It's not that high, is it?
A. I'm not contesting the height of the fence. It is in line with all the other sides of the fence.
Q. But you're contesting the shed still?
A. Well, the shed's in -- well, I can't anymore because they grandfathered them in.
Q. So the shed was grandfathered in, so that's not in --
A. In 2012 later.

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Q. So that's not in current violation, if you will, because it was grandfathered in, correct?
A. That's what they say, yeah.
Q. So that takes care of the shed and the fence, right? Those are both approved or grandfathered in, correct?
A. That's correct.
Q. And you knew this about the shed when?
A. That was July. I think it was later, midyear 2012.
Q. You found out that it was grandfathered in?
A. No. They did at that time. It was -- Dave admits he wasn't in conformance with ARB guidelines. Bob Cherry had nothing on record that he had been in conformity with ARB guidelines. The board themselves grandfathered in all plastic sheds later that year, in the following year.
Q. I see. But before that, it was your position that the shed was in violation and had to come down?
A. Absolutely.
Q. And it never did?
A. No, although he said he would be.

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Q. And No. 8, this is about the anonymous text. Mr. Malara received an anonymous text message requesting a security system consisting of four security cameras placed around the property be submitted to the ARB for approval.
The text that you sent, was that an anonymous text? Did it have your name on it?
A. My phone number, unless he had my name in it, but you can see from the exhibit, just my phone number.
Q. But did it have your name -- did you list your name in the texts that you used to correspond with him?
A. When he asked who it was, I said the ARB chair, and he said again -- repeated that he didn't know who it was, but he was there at the meeting. We've determined that.
Q. Yeah, but you didn't put your name on it, correct? You just put ARB chair, correct?
A. That's it.
Q. The first sentence, is that accurate, of No. 8?
A. That I asked him to please submit an ARB form.
Q. Is that accurate?

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A. That would be correct.
Q. Second sentence, is that correct?
A. That's correct.
Q. Third sentence, is that correct?
A. Yes.
Q. Fourth sentence, is that correct?
A. The fourth sentence would be --
Q. The very last one, this message was viewed.
A. Well, I can't speak for him whether he thought it was threatening or not. It was -- I was only asking him to please turn in a form. He could easily have -- once he even knew who it was, he could have easily said: I have approval. I will get approval. I'll submit the form. But it was not threatening. It was a nonthreatening email or text.
Q. Well, let's just approach it this way: You don't view those emails and texts, given the history that y'all have had, as threatening, but do you understand that they're saying that they viewed them as threatening, the Malaras viewed them as threatening?
A. They might have viewed it since they had several violations and --

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Q. So you admit that the Malaras say that they viewed your text as threatening and that they viewed your text as following the same pattern of unwanted contact that you had displayed since November, that they viewed it like that?
A. I guess.
Q. Do you agree?
A. That's what they say.
Q. Is that a yes?
A. Yes.
Q. No. 9, is that an accurate statement, the first sentence?
A. It should be in with No. 8 where he charged at me and was -- actually called me a mother fucker and threatened to arrest me and handcuff me and everything.
Q. And that's what led to you filing a complaint at SLED?
A. Well, he was a constable at the time. I think it was unbecoming of a constable, so -- I was quite frightened that now that he carries a concealed weapon, and he's flashing his badge and handcuffs in my face, yes, those are the big concerns.
Q. So you admit that y'all had a

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confrontation and y'all had an argument?
A. I wasn't arguing, he was.
Q. But you admit that y'all had a confrontation?
A. Yes.
Q. And your testimony is that he had an argument with you, correct?
A. I was trying to be calm and just ask him to just turn in the form. It was simple as that.
Q. You were outside, correct?
A. I was outside talking to my neighbor across the street.
Q. And Mr. Malara confronted you about contacting him. Is that correct?
A. He did.
Q. And an argument ensued. You're saying it was a one-sided argument?
A. It was one-sided.
Q. You weren't arguing back, but he was arguing with you?
A. I was saying: Dave, just turn in the form. It's just a formality, if you just would, and he just -- he could not control himself. He was belligerent. Again, he went back, he went to

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his truck to get something, and I was a bit concerned what he was going to do, knowing that he does carry a weapon. He went in the garage, and he came back out. I looked for him, and at that time I think he had his badge at that time and then -- I think then Virginia must have rolled up from work, and then he got -- went back to his truck and kind of backed up a little bit then, and then he came out with his handcuffs and --
Q. Now, it says: Ms. Adrihan arrived shortly after the argument commenced and asked Mr. Dawson to leave them alone. Is that true?
A. No. I think --
Q. Well, let's take it piecemeal. Did she show up?
A. She showed up and was just trying -- she was calming Dave down, not me, and she -- that was -- that's a misstatement.
Q. Well, did she ask you to leave them alone?
A. No.
Q. So she --
A. But I left him alone. They were -- they were badgering and being abusive to me.
Q. It's your testimony that Ms. Adrihan

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did not tell you to leave them alone?
A. Yes, at that time.
Q. Mr. Dawson called Mr. Malara a mother fucker. Did that happen?
A. No.
Q. So you deny that that's truthful?
A. Absolutely.
Q. No. 10. Any other comments on No. 9?
A. No.
Q. No. 10: Mr. Dawson was outside, and Mr. Malara confronted him about contacting -- I'm sorry. I'm reading No. 9 again.
Mr. Dawson explained that the security cameras needed ARB approval. Is that accurate?
A. That's correct.
Q. Ms. Adrihan mentioned that other homes around Village Green, specifically two homes directly across the pond from Mr. Dawson's home, had security cameras.
Is that correct? Did she mention that?
A. That's correct.
Q. Is the substance of what she said correct? Are there two other homes that have security cameras?

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A. I don't -- I know there's a home across the pond. Whether there's two other ones, I'm just aware of the one.
Q. So do you admit that so far, these statements are accurate that we've covered?
A. So far.
Q. Ms. Adrihan told Mr. Dawson she felt Mr. Dawson was using his board's position to further harass the homeowners because he was still upset at the homeowners about the fence.
Is that accurate? Did she tell you that's how she felt?
A. No.
Q. So you deny that Ms. Adrihan told you how she felt?
A. Yes. She didn't say anything in that regards.
Q. Did she tell you that she felt that you were harassing them?
A. No, no. All they wanted to do was point out another house that had security cameras. I'm not aware at that time whether they went through the ARB process or not. I'm doing my job as the ARB chair, which entitles me to inquire. There were no policies written otherwise.

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Q. Well, is No. 11 accurate?
A. That I don't know. I wasn't the ARB chair in November.
Q. No. 12?
A. I never met the ARB chair.
Q. Is No. 12 accurate?
A. Who was I speaking to? I just spoke out in my yard? I don't know who they're referring to. They said I spoke about the fence. They said that the fence may have been approved, but not within the guidelines. The plot was not submitted.
Q. Is that accurate?
A. No. I saw they had submitted a plot. Not a plot -- not a survey for the division of the property, but -- that's not true.
Q. Did either of the Malaras -- did you tell either of the Malaras that the fence may be ARB approved, but it is not within the guidelines?
A. I don't recall saying that to them, no.
Q. Did you tell them that the fence may have been ARB approved, but a plot was not submitted?
A. That wouldn't have been true because

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I've seen the plot. It was on -- that's the ARB form.
Q. The question is did you tell them that?
A. No.
Q. No. 13, is that accurate?
A. Are they still referring to March 16th?
Q. Well, I don't know what they're -- let's see here. We'll take it one at a time because that's a bigger paragraph. Mr. Dawson also brought up the shed on their property, which was grandfathered by the prior ARB, well before Mr. Dawson was even appointed to the VGHOA board.
It looks like all of these are pertaining to March 16th is the way I would interpret it, but regardless, did you ever, or on March 16th, bring up the shed issue with the Malaras, Adrihan or Malara?
A. I don't recall -- that was not the moment. I don't believe we even discussed the shed. It was just the cameras.
Q. So it's your testimony that on March 16th, 2012, you did not bring up the shed issue with Adrihan or Malara?

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A. That's correct.
Q. It says: The homeowners questioned him as to why he took photos on March 10th. Is that accurate? Did Malara or Adrihan question you as to why you took photos on March 10th?
A. And which -- I don't see that.
Q. No. 13.
A. Okay. I don't recall that conversation, not on March 16th.
Q. So you don't know if it happened, or you don't recall?
A. No, I don't recall.
Q. So it could have happened?
A. I know I took photos.
Q. But as far as --
A. In a conversation with them, no.
Q. Are you denying that they questioned you as to why you were taking photos on March 10th?
A. I deny that we had that conversation.
Q. And they say that your answer was: I saw a violation. Do you deny that that happened?
A. Of course. I just denied they even had the conversation.

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Q. So you deny that you had a conversation about --
A. I deny that I had a conversation with them about the shed.
Q. The last sentence: The homeowners allege Mr. Dawson and his wife spent numerous occasions at the Malaras' over the last four years of them living at the residence with no prior concerns about the shed. Is that true?
A. I don't believe that's true. Obviously, I'd stated earlier about it had been brought up in casual conversation, but Dave Malara had stated he was the president, and he could have the shed.
Q. I thought that was about the trash. That was about the shed too?
A. No. That was about the -- no, we had -- I stated also that Chris Craven had brought it up -- he was a past president -- to him. Now, Chris Craven, also in another event, talked about the trash, brought it up. But no, there was a --
Q. Now, what about the shed? When did you bring up the shed to Malara?
A. That was back in -- well, Chris Craven brought it up, noted it, discussed it -- probably,

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since we were over at Dave's house, obviously it was before November 2011, so maybe that summer or sometime that year, because he was the president that year.
Q. Any other commentary about No. 13?
A. No.
Q. No. 14, the Malaras, and I'm paraphrasing instead of repeating their address, contacted the police immediately after the altercation. Is that true?
A. I don't know whether they did. I did.
Q. So you contacted the police, and the Malaras appear to have contacted the police. Is that correct?
A. Evidently. I was the one that feared for my safety. He carries the gun. He was showing his badge. He was showing his handcuffs.
Q. It says Ms. Adrihan feared for her safety. Are you denying that?
A. She carries a gun. She didn't fear for her safety. I feared for my safety.
Q. So are you denying that she feared for her safety, or are you saying you don't know what she feels?
A. I don't know what she feared.

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Q. Was there an escalating nature of events? Now, she says it's because of you, but I take it that you say it's because of him, but there was an escalation of events? Yes?
A. Due to the escalation -- the only -- if she's referring to that day, the only escalation was Dave Malara.
Q. Now, she obviously says it's you, right? I mean, there was --
A. I've not had any other escalating altercations with them, other than Dave, and then, of course, Virginia when she -- when I went over there in February.
Q. And a report was filed, and did they file a report against you, and you filed a report against them?
A. I assume. On our report, they had also made comments.
Q. How about No. 15? Is that true?
A. That's not true.
Q. Did you point to their property when you were talking with --
A. No. I don't even think I went over there, because Patti, who I was talking to, went in the house, at least I believe she went in the

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house right away, because she saw Dave running -- charging after me, or at me, so I didn't go back over to the neighbors'.

Q. And then it goes on. It says: The homeowners allege that the communication received about the security system on March 16th was not an appropriate means of communication.

Do you admit that? Do you deny that?

A. Oh, I deny it.

Q. Based on what?

A. The ARB guidelines and the lack of any policies allow the ARB chair and the committee to act basically as they seem -- deem fit. There was no policies -- lack of policies allow the ARB chair and the committee to have authority.

Q. But you were at that board meeting when you talked about the correct way to contact homeowners about violations, were you not?

A. Where it said suggestions.

Q. Was text one of those?

A. It wasn't a policy. I would imagine policy would be pretty formal, other than just suggestions.

Q. Well, you kind of have to use your common sense, don't you?

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A. It's a legal entity. I think we would have to have some sort of formal -- we do have bylaws and covenants and guidelines.

Q. But you're at the board meeting where everybody discussed how to advise and how to inform homeowners about violations, and not one person said text was appropriate. Is that correct?

A. That was not one of the suggestions.

Q. Is it correct that not one person at that meeting said that text was appropriate?

A. I don't recall if they said it and it didn't get written down, but I'm stating that there were suggestions written, and text was not one of them.

Q. Do you recall anybody saying at that meeting --

A. I don't recall.

Q. -- that text was appropriate?

A. I don't recall.

Q. So it's your position here today that texts are fine. You could notify people with texts about violations?

A. Sure. I don't see a problem with that as a means of communication.

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Q. She goes on to say: Any alleged violations must first go through Ravenel, the management company, and then to the board. Do you agree with that?

A. I've not noted that that was a violation. I'd only asked them to turn in a -- submit a form, and I asked them kindly.

Q. Well, wouldn't the failure to submit a form be a violation of the covenants and restrictions, according to you?

A. It's in violation if they didn't submit one, sure. I'm not determining that it was a violation. All they had to do was submit the form.

Q. But the mere fact that they didn't submit a form is a violation of the covenant and restrictions, according to you, correct?

A. They should submit a form. That's -- I'm not saying what they -- that they put in cameras is a violation. I never -- I never said -- and I wouldn't determine that it would be. That would have to be a committee. I don't make that decision. I just pointed out that I think it's -- Dave Malara had even submitted in June of 2011 a newsletter stating that

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modifications need to be -- have an ARB form.

Q. My question to you is: It's your position that they were required to put in an ARB form to put the security cameras up, right?

A. That's correct.

Q. If they do not put in an ARB form, then they, the Malaras, according to you, are violating the covenants and restrictions?

A. It would be a minor violation, yes.

Q. So the text notifying them that they have not put in an ARB form is notifying them of a minor violation, is it not?

A. I notified them --

Q. Is that a yes?

A. Yes.

Q. So you, as the ARB chair, are notifying them of a minor violation via text, correct?

A. That's correct.

Q. And at the meeting you had with the board members, not a one person, including yourself, ever said that text was an appropriate way to notify homeowners of violations, correct?

A. There was no policy to state otherwise.

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Q. Answer the question, and then feel free to explain. Is that correct?
A. That's correct. There was no policy to state otherwise.
Q. That's a yes, right?
A. Yes, it's correct that texts were not written in the minutes as a suggestion.
Q. The homeowners, the Malaras, allege Mr. Dawson has used his position as a board member to harass, discredit, and slander a neighbor.
Is that what they accused you of?
A. That's what it says.
Q. Is that correct, that they accused you of that?
A. That's what they say, yes, that's correct.
Q. They also allege a conflict of interest. Is that correct?
A. That's what they allege, that's correct.
Q. It goes on to say: These are just a few of the instances that have occurred by a board since the homeowners have installed their fence. All of these things happened after the fence was installed. Correct?

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A. Yes.
Q. And it says: The homeowners are still trying to ascertain why one board member has singled them out when items on their property are either within the guidelines of the HOA or approved by the ARB, correct?
A. That's their belief.
Q. That's their belief.
And then they go on to say why you should be removed, and that they'll do a special meeting if they have to, right?
A. And then threatened with legal action, yes.
Q. And then they also say they have retained counsel and will be taking legal action against the HOA, correct?
A. That's what it says, yes.
Q. Now, if somebody threatens legal action against a company, do you think that the company needs to address that legal threat?
A. They should investigate it.
Q. So here you have a letter with a litany of complaints against you, and then it says: We have a lawyer, and they're threatening legal action. Is it appropriate for that company

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or board to take the complaint very, very seriously?
A. You'd think they would, yes.
Q. Companies don't like to get sued, people don't like to get sued, right?
A. That's true.
Q. You shouldn't have homeowners, board members, and ARB chairs sending texts with profanity to other homeowners, should you?
A. Repeat the question. You said texts with profanity?
Q. Emails with profanity, instead of texts with profanity. Would you agree --
A. The board is not to decide on a personal issue. Dave Malara and Virginia had a personal issue.
Q. Let me ask --
A. I maintained a professional demeanor.
Q. Let me ask you the question again. Is it appropriate for a board member or an ARB chair to send texts or emails to other homeowners laced with profanity? Yes or no. Feel free to explain.
A. I was a board member, but I'm dealing with a personal issue.
Q. If you can answer the question yes or

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no and then explain.
A. You're asking me as a board member did I send those. I didn't send them as a board member, those texts.
Q. I understand. Let me try again. Is it appropriate for a homeowner, a member of an association, who is also an ARB chair and a board member, to send emails to other homeowners laced with profanity? Yes or no and explain.
A. There's a distinction. No, I don't think --
Q. You can say no and then explain.
A. The board member should not have sent, but the board member did not send that abusive text, the neighbor next door sent that text.
Q. So it's your position that when you sent --
A. Here's the distinction --
Q. -- that email to Dave calling him a mother fucker and all those other words that you weren't acting as a member of the board or an ARB chair, that you were just acting as a homeowner, and that Dave needs to be able to understand that?
A. I wasn't ARB chair, I believe, when that text went out, just a board member. And yes,

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we had a -- in fact, when that letter went out, that email, I don't believe we had the issue of the censure or Dave's -- it was prior to March 16th, so there was -- that email went out in regards to a comment from Dave Malara's text.

Q. So it's your testimony --

A. As a personal issue.

Q. It's your testimony that there are certain circumstances where a homeowner who is a member of an association, who is also a board member, can send emails with profanity to other homeowners to deal with personal matters?

A. Sure. It's a personal issue.

Q. And that's appropriate in your mind?

A. It was a personal issue, and I dealt with it personally.

Q. And if you had the chance, you'd do it again, right?

A. I can't say I would want to write that email again. I think I state in that email that I just wasn't in my right mind, and I stand by that.

Q. But do you understand if the company gets sued because of your actions, okay, because of emails that you've sent, you think that's okay?

A. There's a distinction between

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professionalism and -- well, there's being on the job as a professional and a personal issue. This was a personal issue.

Q. It was a personal issue between you and Dave?

A. Regarding the breach of confidentiality. That's part of it. I'm not a board member when trying to deal with that instance then.

Q. Well, who decides when you're a board member and when you're not a board member when you're dealing with issues that involve your neighbors?

A. The board member is -- it's a voluntary position, and it's certainly -- I don't get paid for it, but it's not a -- I'm an accountant as well, so obviously, I do separate professional and personal.

Q. Let me ask it to you this way: No. 31 and 32 of the complaint threatens legal action at the end. Do you understand that the board could have gotten sued by the Malaras because of your actions?

A. They could have.

Q. You understand that?

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A. I understand that there could have been a suit that may not have stood up in court.

Q. But you understand the board could have gotten sued because of your actions, correct?

A. That could be possible.

Q. And you understand that having emails calling other homeowners the names that you did is not a good thing. Do you understand that -- did you understand that at the time that you were censured?

A. I sent this email prior to the censure, and it was in regards to one of Dave's emails during the time after the breach of confidentiality.

Q. But did you understand that having emails where you've communicated with homeowners using profanity is a bad thing?

A. It was -- it was not good. I'm not proud of it.

Q. So you admit that you know that it was a bad thing?

A. I'm not proud of it, yes.

Q. Do you admit that it was a bad thing?

A. Yes.

Q. And you understand that you could have

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gotten yourself sued and the association sued because of your actions. Do you understand that?

A. Anybody can bring a lawsuit against anybody, right, so --

Q. Is that a yes?

A. Could have been sued, sure.

Q. Is that a yes?

Now, let's move to -- well, are there any other comments that you have about 31 or 32, the complaint of the Malaras?

A. No comments.

Q. Let's go ahead and move to 30. How did this letter, the apology letter, come about? And this is Bates stamped No. 30.

A. It's a letter from Ravenel Associates admitting to and apologizing for the breach of confidentiality. It was just -- we asked them to send a letter at least apologizing.

Q. And who's we asked them? We asked them, who's we?

A. Me and my wife, Kateri.

Q. And they sent you this letter?

A. Pardon?

Q. And they sent you this letter?

A. They sent this letter.

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Q. Did you accept their apology?
A. We accepted the apology in hopes there would be some resolution that would follow.
Q. And by resolution you mean money?
A. No. I don't know what a community property manager should do or shouldn't do in a matter of releasing confidential information.
Q. What would be a satisfactory resolution for you, Mr. Dawson?
A. As we mentioned before, that here we have a neighbor who's been harassing us and making it difficult to live where we're living, and we're looking to resolve by any means, move, with assistance.
Q. What assistance do you need to move, Mr. Dawson?
A. Well, we shouldn't take the financial burden of having to move out of our house of 18 years because we live next to a neighbor who's going to harass us.
Q. Let's move on to 29. Have you seen this letter before? Should be the very next one.
A. April 12th?
Q. Uh-huh.
A. Okay.

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Q. Have you seen this letter before?
A. I think I have seen this, yes.
Q. You've got multiple letters from an attorney threatening legal action against the board, right, because of your actions? Is that correct?
A. That's what appears to be so.
Q. So that's correct?
A. That's correct.
Q. And 29 is just an example of one of those letters, right?
A. I can't say it's because of my actions. It's what they believe to be my actions.
Q. Let's look at No. 28. This appears to be a draft that was prepared by Ravenel Associates about the board not taking any action against you?
A. Right.
Q. When did you receive this document, or have you ever received this document?
A. No, I don't think I -- I have seen this before. I'm not sure whether I saw it in a subsequent email later.
Q. Because it seems like there was a draft saying we're not going to do anything, there's another draft saying we're going to

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censure you, right, and --
A. Yeah.
Q. But you never saw that before this litigation. Is that correct?
A. Right. This was obviously drafted prior to, obviously, because of the date.
Q. Let me have that. Then No. 27 is an April 24th, 2012, special meeting minutes. It looks like this is a draft or not?
A. That's what it looks like, because it states draft.
Q. It states draft on it, okay. And we've already talked about the actual minutes, right?
A. That's true.
Q. Now, No. 25 is another letter from the attorney for the Malaras, and it's another indication of the Malaras sending a letter to Ravenel Associates about what's going on between you and the Malaras. Is that correct?
A. Yes.
Q. I think we've already seen that letter.
And then 24 is another example, and 22 and 23 is another example of the Malaras' attorney

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sending letters to Ravenel Associates, right?
A. That looks to be correct.
Q. And the same thing for 21 and 20 and 19, correct, all letters from a lawyer --
A. That's correct.
Q. -- asking for some sort of action or threatening legal action, potentially. Is that correct?
A. That's correct.
Q. That brings us to 17 and 18, which is a letter from you, and is this a copy of the letter that you sent to the board for the meeting where you thought they were going to take up your being censured?
A. No. This was --
Q. Or in response to the complaint from the Malaras?
A. This is the meeting that I could not attend, April 2nd. It was a statement I had noted earlier that I wanted them to read.
Q. And then you were saying you can't be there because of work?
A. Yes.
Q. And you say any action -- there are no actions that would warrant a removal of you from

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the board or the ARB chair. Was that the position of your letter, basically?
A. Right. I assumed that was going to be the topic of discussion.
Q. And then you talk about the March 19th complaint, right, that they accused you of abusing your position as a board member and ARB chair and requesting prompt removal of your presence from the board and ARB committee, correct?
A. Yes. It's March 16th -- 19th, right.
Q. And they allege that you harassed, discredited, and slandered them, and then you indicated they provided no evidence of such behavior?
A. That's true.
Q. And in your mind, the emails that you sent and that we've talked and are still talking about and the actions that you've already admitted to, there is no evidence against you that you harassed the Malaras, is that correct, in your mind?
A. In my mind, yes.
Q. And then you mentioned the text that they have submitted, which is one of the texts, right?

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A. That's correct.
Q. You say: Dave Malara was not present outside his residence, and walking on his property was not a permitted option by the residents, so I sent a text?
A. Correct.
Q. Now, I thought you said that at times, you could walk on people's property?
A. I had mentioned that with the cat, the retrieval of property.
Q. Well, if it's okay to walk on someone's property to get a cat, isn't it okay to walk on someone's property --
A. Well, certainly, I felt uncomfortable. I saw that -- I thought it was appropriate to send a text. I still stand by that.
Q. But did you feel it would be appropriate to walk onto his property?
A. I didn't.
Q. But why in that instance would you not feel it was permitted, but in other instances, if you deem it to be okay, then you can?
A. I had nothing I was going to retrieve of my own property.
Q. And you go on to say that you noticed

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the installed cameras and asked Dave Malara if h
had submitted an ARB form. Then you say Dav
Malara approached you as you were speaking with your neighbor, and you explained to him that an ARB approval letter is required.
Is that what your letter indicates?
A. That's what I stated. I didn't state that in the text, but I explained to him, right.
Q. And you said that it would unlikely be unapproved, which in my mind says it would likely be approved?
A. Yes. It's just a notice, just if you're going to paint your house, that you need to turn an ARB form in, just so it's technically --
Q. So it's not a big deal? If it's going to be --
A. I didn't see it as a big deal. He took it as a big deal, because I think Dave still had -- he was still disgruntled with us in regards to that complaint that my wife sent. His behavior -- I feel that his behavior would not be the way it was if it wasn't for that.
Q. Now, you don't address -- other than that, you don't address any of the other accusations that the Malaras have put in their

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letter?
A. To me, there was nothing to address.
Q. Well, you just --
A. I am addressing what I felt is what they're going to perceive as being some sort of inappropriate act by the chair, and I'm saying it's not.
Q. But then I guess is that --
A. Those other issues are personal, and as they had stated in another meeting, they said it themselves, it was personal.
Q. So you just view everything else in the Malaras' complaint, the emails with the profanity, this, that, the other, that that has nothing to do with you as a board member or an ARB chair?
A. No. I can distinguish myself between the two.
Q. But you don't go point by point and explain why there was an email from you to Dave Malara with that profanity, do you, in this letter?
A. In this letter? No, it doesn't state that.
Q. And you don't address any other issues

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that you yourself determine to be personal issues, correct?
A. I state what I state here.
Q. So you have all of these complaints from the homeowners that you just decide you're not going to address in your letter because you determine it's personal, correct?
A. Which they had stated themselves.
Q. Well, but you thought it was personal, too, right? That's why you didn't get into it?
A. It was -- it was not associated with this. I merely sent them a text regarding an ARB form.
Q. In your mind, the grievance that they alleged against you is just for that text. Is that what you're saying?
A. I'm assuming that the board is looking at the form that was used to notify the homeowner was inappropriate, and I'm saying it's not, or basically stating that that's all I did, and that all they had to do was turn in a form.
Q. But you're ignoring all the other --
A. Yes.
Q. -- issues that the Malaras raised?
A. Yes. I think it was just an act just

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to discredit me and slander me in front of the board member in a formal board meeting.
Q. In your mind, honestly, you can't put the two together. You don't see that you sending emails like that is inappropriate because you're a board member?
A. Right.
MR. CONDON: Is this a good time to take a break?
MR. FERDERIGOS: Good, yeah. Let's take a break.
(A recess transpired.)
BY MR. FERDERIGOS:
Q. No. 16, is this the resignation letter from Mr. Malara?
A. Yes.
Q. We don't need to go through that point by point.
When he resigned, at some point, he decided he would unresign?
A. Yes.
Q. And when he unresigned, were you happy about that?
A. Well, any move in the right direction of being able to communicate and get along, sure,

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was in the right direction. So it wouldn't have mattered whether I did or not. He unanimously was welcomed back, so I didn't dispute it or anything.
Q. But he didn't unresign, did he? I mean, he never came back, did he, as a president?
A. Well, he'd be back as the president. They let him back as the president. I think it was just for the one month, I think, because he didn't --
Q. To finish out his term?
A. To finish out the term.
Q. Is that what happened?
A. Yeah, and then --
Q. And when he finished out his term for that one month, you were on the board?
A. I was on the board for the whole year, yes.
Q. Did you and he have any problems when he became president again?
A. No. We sat at the same table and again handled being on the board professional, and we ran the meeting and then was -- that was that.
Q. And when did his term expire?
A. I think it expired the end of that year, but he was a part of the annual -- he was

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still the president at the annual meeting in January, I think.
Q. And then you became ARB chair --
A. February.
Q. -- February the very next month?
A. Yes.
Q. Now let's talk about No. 14. What is Document No. 14?
A. I don't know. I don't believe I received this.
Q. I assume that this was the letter that y'all reviewed at the censure meeting?
A. It was a draft, and this might be something that wasn't presented to me.
Q. Did y'all go over a draft together at the censure meeting?
A. We went over a draft.
Q. Could this be it? I'm not asking you if it is. I'm just saying could this be?
A. Yes, it could be.
Q. Why don't you take a moment to look it over and tell me if this is consistent with what you remembered going over, not that it is what you went over, but it's consistent.
A. It's consistent.

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Q. So are these the points -- I'm sorry.
A. Okay. Yes.
Q. So do you recall that these are the points that the board members talked with you about at your censure meeting?
A. Yes. This was -- we actually whittled it down to -- I don't know what the other items were, but there were not complete -- but this looks about what we discussed.
Q. So the first paragraph: In conjunction with formal censure, this memo serves to express displeasure with your involvement in particular matters related to, and it's the Malaras' address, as chairman of the ARB board.
Is that something that y'all discussed generally?
A. They didn't go into particulars of why. I mean, they just said matters. I don't know what matters it relates to, but --
Q. They discussed generally --
A. They discussed in general, yes.
Q. In general terms that they were expressing displeasure with your involvement in particular matters with the Malaras, correct?
A. That's correct.

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Q. And it would stand to reason that the matters that they're referring to are the matters that are set forth in the complaint that the Malaras filed. Wouldn't you agree with that?
A. I believe that would be it. That's what they're basing their decision on.
Q. And you knew that back then, right, April 2012, correct?
A. I really felt that that was -- should not be considered, because it was not -- it was not part of the board. It was not --
Q. But you knew that's what they were doing, right?
A. That was my understanding that that's what they wanted to censure me for, to appease Dave and Virginia.
Q. Next paragraph. In accordance with the board of directors' conflict of interest statement signed by all directors, all directors will not involve themselves in any ARB matter with their immediate neighbors, then it says specifically, and then it goes on.
What is that?
A. I don't know. I don't think we signed a conflict of interest statement.

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Q. So you don't know what this conflict of interest statement is --
A. Right.
Q. -- that they're referring to?
A. That's correct.
Q. At this meeting, did they talk about there being a conflict of interest statement?
A. They may have spoke about it, but we never signed any conflict of interest statement.
Q. Did y'all talk about, as a board, that this conflict of interest statement would be a good policy?
A. There was no policy set. All of these items were discussed.
Q. I'm sorry?
A. Yes, these items were discussed.
Q. So y'all, as a board, talk about conflict of interest and board members not making decisions or ARB chairman or board members not making decisions that impact their neighbors, and this, that, and the other, y'all talked about that at that meeting where you were censured, correct?
A. I'd have to look at my draft to see whether these are, in fact, exactly what we had talked about. I do know the conflict of interest

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didn't seem like that was an item of discussion. Sort of any policies discussed, there were no policies discussed. It was a matter of, just as those minutes had stated, that they censured me just like they say here, formal censure, and then this memo serves --
Q. Well, my question is: Did y'all talk about conflict of interest generally at the meeting where you were censured?
A. No. There was not a specific topic of conflict of interest.
Q. Did y'all talk about board members not issuing decisions or sending violation notices or taking any actions in regard to their neighbors at that meeting?
A. The meeting was directly related to just stating that -- okay. They basically were stating what did you want in -- or what should -- what would you like out of the -- changes to this draft that we have, and I'd have to look at my draft to understand exactly what was discussed, because not everything here seemed to be what we had discussed.
Q. So they handed you a draft of something?

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A. Yes.
Q. And then y'all talked about what was on that draft?
A. Yes. And I recall about the training, because that was already done. I was trying to work with them to try to mitigate some damages that there could potentially be from the censure, and so, obviously, agreeing to no interaction with 3286. Obviously, that was it. Attending government session training, it had already been done, so, of course, agreed.
Q. But my question to you is: Did y'all talk at all at that censure meeting about board members or ARB chairs not making decisions or communicating with neighbors?
A. No.
Q. You did talk about you removing yourself from all business directly pertaining to the Malaras, correct?
A. That's correct.
Q. And it's your testimony that y'all never talked about board members shouldn't deal with their neighbors at all? Is that your testimony?
A. Repeat the question.

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Q. Is it your testimony that at no point during the censure meeting when you went over this conflict of -- when you went over this memo of understanding/censure, whatever it ended up being, is it your testimony that y'all never talked about board members not dealing in matters or issuing decisions generally with their neighbors?
A. No. It was just this line item here.
Q. You are to remove yourself from all homeowners association business directly pertaining to -- and they told you that, right?
A. Yes.
Q. So the memo of counseling basically indicates that you were no longer to direct any homeowners association business with your neighbors moving forward, right?
A. That's what it states.
Q. And y'all talked about that, correct?
A. It was not a long discussion, but it was something certainly that had already been done, so I wasn't concerned about that being in this letter that they were going to draft.
Q. And did they indicate to you any displeasure in the fact that you had done business directly with your neighbors?

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A. There was little to no explanation to their actions.
Q. Yes, but answer my question. Did they talk to you to express their displeasure about --
A. They never expressed their --
Q. Let me finish the question, if you don't mind.
Did they talk to you and advise you or tell you or mention that they were not happy or that they had displeasure about the matters that had happened between you and your neighbors?
A. No.
Q. You didn't sign anything at that meeting?
A. I signed nothing.
Q. But you voted to approve the memo of counseling?
A. I voted to approve and end the meeting.
Q. Now, you said you have to look at your notes or -- what are we talking about? What do you need to look at to see what exactly y'all talked about at this April 16th or whatever the date is --
A. I would have had some notes and maybe

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the draft to see whether -- from that draft whether they've inserted something else that wasn't discussed.
Q. Do you have a copy of that, and have you given it to your lawyer? Do I have it in discovery responses?
A. You should have it. If not, then we'll make sure you get it, yes.
Q. So when we go through the discovery requests that your attorney has provided us, you believe that we're going to see a note that's similar to this, this being No. 14, correct?
A. You should.
Q. And if it's on No. 14 -- I mean, if whatever document your attorney gave us that looks similar to 14, if it has a breakdown of what was discussed, then you went over those items with the board at that meeting, correct?
A. Yes. Those were things we discussed.
Q. So we'll talk about it again when we get to that.
Do I have and do we have every email or text communication between you and your wife about anything mentioning the Malaras, Ravenel Associates, or the homeowners association?

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A. I believe you do. We don't have really any email communication back and forth. You have everything that I'm aware of that you have.
Q. Because the documents that we received last time that I had a chance to look over, there are some email communications between the both of y'all, but it's very sporadic. Or email or text. It looked like email to me.
A. You should have it. You should have everything that I have.
Q. I mean, did you search your phones for every email that you sent your wife about this matter?
A. I don't have those texts saved, so --
Q. Well, texts or emails?
A. Emails, you should have them, yes.
Q. Well, how do I know that I have every email that you sent to your wife about this matter?
A. I guess I'll have to see what you have and then check against what I have, but I feel confident that you have everything.
Q. You'll see when we go through that it's very sporadic.

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MR. FERDERIGOS: Joe, if there are any more emails between the two of them about Malara, Ravenel, or homeowners, if you could produce those.
BY MR. FERDERIGOS:
Q. And are these the texts that you sent? By these I mean Item No. 13, or Bates stamp No. 13.
A. Yes.
Q. Do you know why there's an 18? Is this part of a packet that was submitted?
A. This was the part of the packet that I submitted to them in June.
Q. Along with a letter?
A. Yes. It was a whole packet that I gave -- that I read off the statement and provided support.
Q. And it had Items 1 through 18?
A. Yeah. This is a page number.
Q. Right, the little circle at the end?
A. Yes.
Q. Because my next one, which is Bates stamp No. 12, goes to 15, and I don't know if -- we'll go through. We have all of them?
A. You should have all of them in the

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packet.
Q. We'll get to that. This is co-defendant's discovery, so it's probably in that, in your discovery.
No. 11 and 12, what's that?
A. This is just stating that the ARB committee chairperson is selected by the board, list of volunteers. That's what I'm pointing out here in brackets. The remaining members are selected in a like manner. Committee are individual members. The committee serves at the direction of the board of directors, and their service is not otherwise restricted. So that was just part of my package.
Q. And then let's look at No. 12. I apologize, Bates stamp No. 9. Were you copied on this email?
A. Looks like I am.
Q. And do you remember receiving that memo?
A. Okay.
Q. And do you remember what draft letter was attached?
A. This is from Bob Cherry. I think it -- I'm not sure. I guess it's -- no, I can't

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recall at the moment.
Q. And I guess was this -- you don't recall if it was the draft that says they were going to censure you or the draft that says they weren't going to censure you, or what was it? If you can't recall, then that's fine, you can't recall.
A. Whether it's the -- it's saying draft letter, so it must be the one behind it, where they're saying they're got not going to do anything.
Q. Or it could be the letter -- a response letter to the Malaras' attorney, right?
A. I would have to see what I had written down, my -- because I would have referenced the page in my statement.
Q. I didn't --
A. Is that here?
Q. We've got all of these documents in your discovery, though, too, right?
So is it your -- your letter here is two and three, right, the very first documents, Bates stamp 2 and 3, and then these are the attachments to it?
A. Two and three, and then you have --

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Q. Your attachments.
A. All these other pages, they're referenced in the letter. Page 12.
Q. Looks like it's 11 is the letter from Eric Durand.
A. Page 13 is the draft that I think I'm referring to. It says: Draft letter is prepared by Ravenel stating that the board considered Dave and Virginia's request and decided not to take any action.
Q. And this would be in response to what you've circled as 11, which is Bates stamp No. 8, or no?
A. I'm referring to Page 13, which is the draft letter that I'm --
Q. Now let's talk about -- let me see that, if you don't mind.
A. (Witness complies.)
Q. Then we'll start at No. 1. That's your resignation, Bates stamp No. 1?
A. Yes.
Q. And then two and three is your letter of June 19th, 2012?
A. That's correct.
Q. Was this after you had already been

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censured?
A. Yes, because it's dated June.
Q. And what was the purpose of this letter?
A. Well, it's giving a timeline of events, certain things they -- it's to point out some of the things they were -- no motion to remove me as ARB chair, as a board member. They're not going to take any -- they don't vote to remove me, and then they have a letter saying they're not going to do anything, and that I'm still just pleading my case that I don't believe that there was any wrongdoing by the ARB chair.
Q. So you're basically saying --
A. And then specifically noting at the end that I receive a memo of counseling, but I'm at the same meeting as all the other board members, and they don't get a memo of counseling.
Q. So you think the other board members should get a memo of counseling?
A. They're referring -- they're noting at that meeting that we had -- before the censure was when I -- was counseling for me. Well, it happened before the censure. It should be a counseling session for all the members. They went

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back in time.
Q. Tell me about Laura Deaton. You said the board apparently decided to adhere to a comment from Laura Deaton?
A. She had sent an email out that said that why don't we appease -- why doesn't Matt step down to appease Dave.
Q. What are your thoughts on Nadine Evans?
A. Be specific. My thoughts?
Q. It seems like she was an ally up to a certain point, and then not.
A. That's true.
Q. But that's just me looking at everything. You tell me.
A. We seemed to be working fine together. She had pointed out issues that she knows that either she had or a friend had that Dave Malara made a target out of them. She had noted that she brought up the fact of Dave's shutters not having ARB approval, and she wanted that into the letter that was supposed to be sent out to Dave and Virginia. Certainly, until the allegations by the homeowners, that she seemed to then want to disassociate herself. She, I think, removed

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herself as the co-chair and then, after the censure, tried to organize a meeting to remove me as a chair, then found out that she -- her name was released, that she thought that would be confidential, and so someone else decided to go ahead and -- she was involved to a point and then even admitting later that, evidently, there was some wrongdoing.
Q. What are you talking about?
A. An email in January of 2013. I was going to get a certificate of appreciation at the annual meeting.
Q. And what did she admit to? You said that she admitted that there was some wrongdoing.
A. I asked her why are you going to give me a certificate of appreciation when you censured me, you orchestrated a meeting to have me removed as the ARB chair, and you're now going to give me an appreciation, which I believe is an appreciation for doing some really good things in the community and for the homeowners association. She -- I had commented to her I can't believe that she's going to award me with a certificate, given her actions, and she had stated that she wanted to make things right. She thought it would try to

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make things right.
Q. Did she say anything else?
A. I think that was kind of the extent.
Q. Well, how is that an admission that she had done anything wrong?
A. That's what I perceive it to be.
Q. That she personally had did something wrong?
A. That there was something wrong.
Q. What do you think was wrong that she was alluding to?
A. The whole censure process. That's certainly my belief.
Q. That's what you read into it?
A. That's certainly what I read into it.
Q. But it's her email communication to you?
A. Yes.
Q. And we've got a copy of that?
A. You should have a copy, yes.
Q. Did she say anything else to you, other than what's reflected in that email?
A. No. I think we had three, four emails.
Q. And we've got those?

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A. Yes, you do.
Q. Here's the part where we slow down a little bit because we don't have Bates numbers anymore. It's this, and it's this.
A. We're going slow.
Q. But hopefully, some of this will be repetitive. Actually, these do have Bates numbers on them. I stand corrected. And again, I'm continuing -- when I say a Bates number, I'm referring to Defendant's Exhibit RRFP, and then the Bates number, just for the record to be clear.
Bates No. 112, email December 8th, 2011, from Matt Dawson to Dave Malara. What's going on there?
A. Dave had -- Dave is alleging and accusing that we had someone, our friend, park an SUV in their driveway. That was false. I don't have -- there's another email that refers to a white SUV. We don't have a white SUV. We don't have friends that have a white SUV.
The section -- he mentions the -- he writes down on the trespassing sign Section 16-11-620. Whiskers was over there at his place. I stated that this section does state that if I have good excuse and legal cause, I can go

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get my property, which was our cat, Whiskers.
Q. So it's your position that if Whiskers, your cat, is on his porch or anywhere else on his property, you're coming to get him. I guess it's a boy cat?
A. Yes, it's a boy.
Q. So it's your position that you have a right to go onto his property and onto his porch?
A. That's what I read in the trespassing section.
Q. Trespassing section of?
A. 16-11-620.
Q. And that's you --
A. I thought I had legal cause to go get my cat. I wasn't doing harm.
Q. That's what your interpretation of 16-11-620 is. If your cat goes on his property, despite the fact that Malara has asked you for your cat not to go on his property, you have a right to go on his property, to go on his porch, and you get your cat, and Malara can't do anything about it. Is that true?
A. Well, the first attempt, we tried to shoo -- call the cat.
Q. Is that true? Is that true?

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A. That's true.
Q. Now go ahead. What else did you want to say?
A. Well, we obviously don't want to encroach on his property, but --
Q. Here you said, and I quote you: If Whiskers is on your porch or anywhere else on your property, I (sic) coming to get him. That's your quote.
A. Well, I think I am going to get him. It's my cat. I'm not going to harm a blade of grass or property. I just wanted to get the cat. That's what we're talking about here. We're not talking about any other piece of property.
Q. So you have a cat that you let roam the neighborhood, it can go wherever it wants to because you don't keep it in your property, and then your position is I don't care whose property -- let me finish my question. I don't care whose property it goes on, I have a right to go on that person's property, including going on that person's porch, and getting that cat. That is your belief, correct?
A. The only --
Q. Can you answer the question first and

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then --
A. Yes. That neighbor is the only neighbor we have a problem with. Whiskers doesn't go to any other -- he never did go to any other property. He went to that property because there was food, there was shelter, there was a bed, and someone to scratch him and pet him all day.
Q. But we talked about that before. Dave Malara can have food out on his porch if he wants to, right?
A. That is correct. He has the right to put out food.
Q. And here you're saying: If my cat comes on your property, I'm coming on your property. I don't care what you think. Is that what you're saying? Right? Correct?
A. Is that what it says?
Q. Well, isn't that what that says to you?
A. Whiskers on your property. I'm coming to get him. Read the sections yourself and the HOA covenants and guidelines. So I'm stating that according to the section, which I interpret, if I have property and I have good excuse and legal cause, which I felt I do --

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Q. So in your mind, the fact that you let your cat roam around wherever your cat wants to go gives you legal cause to go on the Malaras' property. Is that what you're saying? Is that a yes?
A. He doesn't go anywhere else other than where he was given food by Dave Malara, who has food to put out food for maybe any animal.
Q. Is that a yes to my question?
A. Yes.
Q. Now, what's 113?
A. This is a letter that my wife wrote.
Q. Do you think this letter is appropriate?
A. Yes. He was paying someone to keep his door open so the cat could go over there. He was paying --
Q. I'm sorry. What?
A. All we wanted to do was keep our -- so we wouldn't have to go get our cat, that we were just trying to keep the door closed, or she was, and that Whiskers has a home.
Q. You said he was paying someone to keep the door open? Is that what you said?
A. Yes.

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Q. What do you mean by that?
A. He was having a neighbor go over, who he was paying to watch his house, and make sure that door was open.
Q. Well, what do you care?
A. Well, we'd like to have it closed so our cat wouldn't go over there and eat.
Q. Well, what gives you the right to say he has to close his door?
A. We covered this.
Q. Yeah, I know we did, but I want to hear it again, because I can't believe it.
What gives you the right to say that he has to close his door?
A. I think it would have been neighborly of him to close his door.
Q. Do you think it's neighborly to leave a note like this on 113 on your neighbor's door?
A. It was a notation just to -- it was for whoever was going over there and leaving the door open.
Q. Would you agree with me it's none of your business whether Malara leaves his door open?
A. Well, given the circumstances, I agree with that letter.

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Q. Do you agree that it is none of your business if Malara leaves his door open? Yes or no. Feel free to explain.
A. He can leave his door open or closed.
Q. And here you have a letter saying: Please stop opening the screen porch door. Right?
A. We would like him to keep it closed.
Q. Whiskers does not live here. It only continues to confuse him. He does not live here, so please, please do not leave the door open.
A. And he writes in an email that he's -- that Whiskers damaged his door. I offered to pay for any damages.
Q. I saw that.
A. Okay. So we're trying to be neighborly here, and this is what neighbors do, don't they?
Q. Neighbors tell other neighbors what to do with their property? Is that what you're telling me?
A. Sure. I think if you have a -- trying to have a relationship, you offer to -- okay. I think we would do the same thing.
Q. So you would have been -- you would be fine with Malara telling you to keep your screen

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porch door closed or open? That's the Malaras' business?
A. He can do what he wants to with his door, certainly.
Q. It doesn't sound like it.
A. If you're in the Cayman Islands, why would you want a door to your home open?
Q. Why do you care what he does to his door?
A. So I think it would have been neighborly to keep the door closed, for one thing, to keep our cat -- so we don't have to go pick up our cat. Yes, the letter of the law says don't go over there, do what you want with your property. We've dealt with that.
Q. The fact that your cat roams around and goes on his property, if that's happening, that means in your mind, it's Malara's responsibility to keep his door closed, even if he wants to keep it open?
A. He had said he would want to do -- he would shoo the cat away. Well, why is he leaving the door open on purpose so the cat would go over there?
Q. Why does he owe you an explanation?

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A. He said he would shoo the cat away if it went over there.
Q. If he wants to, you agree with me he can leave the door open, right?
A. We've covered that, yes.
Q. So what makes you think you have a right to tell him he needs to close his door? You agree you don't have a right to do that?
A. We don't have a right, but we did it.
Q. And do you think it's harassing for you to tell neighbors and demand neighbors take action that you know that you have no right to ask?
A. They can perceive it as harassing.
Q. No. 117, there's something we've seen before. Now, that's what y'all provided to us. Is that your text?
A. That looks like -- no. It's his text. It's what he put in his package, and I just put it right back. I mean, that's whose --
Q. This was the text --
A. It's not my phone.
Q. But is that the text that you sent? You deny that you sent that, huh?
A. I'm assuming it is, but I can't

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confirm because there's no phone number. There's other texts there, too. I think I would like to read those.
Q. So you're assuming that's your text?
A. I did say something to that effect.
Q. Yes? It's the one about wearing the pants.
A. But it's not from my phone. It doesn't have my phone number.
Q. Well, that's his phone, obviously, but the text, did you send that? Yes? No? Maybe? I don't know?
A. Maybe, maybe.
Q. No. 122, what's going on there, Document No. 122?
A. Looks like he's accusing someone of -- accusing someone, the Dawsons, of throwing a beer can in his yard.
Q. Have you seen that document before today?
A. I think I have seen it.
Q. Did that happen?
A. No.
Q. So you deny that 122 is accurate as far as what Malara said happened?

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A. I deny it.
Q. So they allege that the Dawsons had a gathering on Saturday. Was that accurate or inaccurate?
A. I would have to say it's inaccurate.
Q. You did not have a gathering on the Saturday before April 15th?
A. I don't recall having a gathering. What's -- is it referring to a large party or --
Q. I don't know.
A. -- a friend over? We may have had a friend over. We do that on weekends. That may be if someone comes over, but we didn't throw a can in his yard.
Q. Hold on a second. It says: On Sunday, we found a Bud Light beer can thrown in our yard or our side of the fence. Does it say you threw it?
A. No, but he found it, so I guess he's assuming it's coming from the Dawsons. I think -- doesn't he say the Dawsons?
Q. Well, the first sentence stopped, and the second sentence says: On Sunday, we found a Bud Light beer can thrown in our yard on our side of the fence.

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Do you dispute that they found a Bud Light beer can thrown in their yard on their side of the fence?
A. I don't dispute that he found a can. It could be his own.
Q. You don't know, right?
A. I don't know.
Q. It says: This is one of the many reasons why we have security cameras on our property.
Next ones are 123 to 125. Let's start off with 123. Have you seen that before?
A. Doesn't look like at the time. I may have seen it later. Well, obviously, I didn't see this because I wasn't CCed on it, but that was his request to be on the agenda for March 19th.
Q. No. 124, is this the ARB approval of the Malaras' fence?
MR. CONDON: 124?
MR. FERDERIGOS: 124.
THE WITNESS: I don't deny that he had approval, so --
BY MR. FERDERIGOS:
Q. Oh, sure. I'm just saying is that what that is?

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A. It looks like. It says: Your ARB request has been approved, both options.
Q. And we've already established that the complaint was sent to Ravenel Associates, Inc. from your wife in her email, not you, correct?
A. That's correct.
Q. Are homeowners bound by the declarations and covenants and restrictions?
A. Are we bound by them?
Q. Uh-huh.
A. We should abide by them, yes.
Q. Are homeowners bound by declarations, restrictions, amendments, bylaws, and agreements that the board of directors have entered into with third parties on behalf of the association?
A. If they're part of the covenants and the guidelines, the bylaws, sure.
Q. And I take it homeowners should know what the declarations, covenants, restrictions, bylaws, rules, regulations, things of that nature are, right?
A. For the most part, yes, they should be familiar with it or be notified of it. If they have a violation, they have time to make corrections, sure.

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Q. And homeowners have access to such documents?
A. Sure.
Q. And if a homeowner wants some documents such as an agreement that -- agreements that the board has entered into with third parties, for example, property managers or other agreements, then homeowners have a right to that information, correct?
A. They do have a right to all that, access to books and --
Q. And all they have to do is ask for that information, correct?
A. That's correct.
Q. So if any homeowner wants to get a copy of the agreement with Ravenel Associates between the homeowners association or any other agreement or any restriction or covenant, all they have to do is ask the board for it, and the board will give it to them, correct?
A. They should, yes.
Q. So they have access to those sorts of items, correct?
A. That's correct.
Q. And homeowners should be familiar with

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the rules and regs and policies and restrictions and covenants under the property association that they live under, right?
A. Yes.
Q. Do you know how Malara received the complaint of your wife?
A. How?
Q. Yes, sir.
A. He received it from Bob Cherry.
Q. Well, do you know how? He got it via an email?
A. Yes.
Q. Have you seen that email?
A. I've seen it.
Q. Do you know whether or not Bob Cherry knew that the house that was being complained of was the president of the board's house?
A. I assume he knows. I have to read the letter. It doesn't take away from the fact he was releasing confidential information.
Q. To the president of the board, huh?
A. It was through the Website that said they would keep --
Q. We've talked about that before. I'll spend some time with your wife talking about that.

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But 126, look at that email. Have you seen that email before?
A. I think I've seen it through discovery, I believe.
Q. And do you see how Bob doesn't even know that the address that he's referring to is the president's address? I mean, do you agree with that, or is that not what he says?
A. He's saying that he knows who the address -- he says: Good morning. The below complaint was posted to the Ravenel Website. I believe they have the wrong address, because how could possibly the president have all these violations and still be the president of the homeowners association. That's a conflict of interest.
Q. Oh, you're talking about Malara having a conflict of interest?
A. Yes, I am. He's president and has these violations and admits to them.
Q. But do you see how in this email Bob Cherry didn't believe that this email was referencing the president's home, in his mind?
A. He probably couldn't believe it, that you would have these, Dave.

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Q. But what I'm saying is do you see -- I mean, it's pretty clear that --
A. It's how you interpret it. That's what he's saying.
Q. Right. I mean, he doesn't think that -- he thinks that this complaint is about another property, not about the Malaras.
A. I don't see it that way. That's --
Q. I believe they have the wrong address. Do you have any idea which address they are referring to? You don't see that?
A. No. I see it physically, but I think he's asking is this really your property. That's the way I see it. That's my belief.
Q. Well, that's fine. I mean, the email speaks for itself. I just wanted to see if you would look at it that way, but that's fine.
A. But the fact is he gave up confidential information from his Website.
Q. I understand that that's y'all's position, and we'll talk about that.
A. Okay.
Q. Now, 127 through 129, it's an email from you, November 19th, 2011. Is that from you?
A. It originates from Bob Cherry.

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Q. Well, I mean, the question about who's on the ARB board.
A. Yes. There was no -- throughout the whole year, no one from -- Ed Delaney and Bob Cherry seemed to be the committee, and I'm asking -- I think at this point wanted to find out who I need to talk to about either erecting my own fence or a gate.
Q. Well, that was the question I was going to have for you. What was the purpose of that? Why?
A. Well, there's -- because of -- and as you noted earlier, too, the fence being over approximately three feet on Dave Malara's property, that if we were to put up a fence or a gate, we couldn't connect to that property, so I needed to find out who I could talk to about what can we do here.
Q. We talked a little bit about the Website for Ravenel that we attached to your prior deposition, right?
A. Yes.
Q. And that is marked as Defendant's Exhibit No. 3, with the language about respecting privacy and not bartering and trading information

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okay.
Now, that language in that Website, okay, is that an invitation to the general public to provide information to Ravenel?
A. It could be.
Q. Does it say on that Website that you're to put any complaints there about anybody else?
A. It doesn't say not to.
Q. Well, if you could answer the question. Does it say over there --
A. No.
Q. -- that you can put complaints in that part of the Website?
A. No, but I believe we can contact Ravenel. There was no formal process we absolutely had to follow. This was a process that obviously Kateri felt comfortable with, since they gave their assurance of confidentiality.
Q. Does it say anywhere on that Website that you can make complaints about other homeowners and that those complaints will be kept confidential? Yes and no, and then you can feel free to explain.
A. Doesn't say specifically.

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Q. Did Ravenel specifically offer to your wife that they would keep her complaint confidential?
A. I'm reading it. Yes.
Q. Did they specifically make an offer to your wife -- did they contact your wife and tell your wife: We're going to keep your complaint confidential?
A. Here's the email.
Q. I understand that's --
A. The Website that says -- why would anyone go to a Website if they're not going to uphold their --
Q. Let me try like this.
A. No, they didn't contact her.
Q. This is to -- what you're referring to as Defendant's Exhibit No. 3 is an invitation to the public to provide information to Ravenel, correct?
A. That's correct.
Q. Ravenel did not contact your wife directly and make an offer to her for her to make a complaint. Is that correct?
A. They did not contact her, no.
Q. There was no exchange of money between

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Ravenel and your wife when she submitted her complaint. Is that correct?
A. That's -- I believe that to be true.
Q. Would you agree that she did not give any benefit directly to Ravenel, such as money or any other benefit, when she put in her complaint?
A. I don't believe, no.
Q. Do you agree with that?
A. Yes.
Q. And likewise, she didn't give up any rights that she had to the benefit of Ravenel. Is that correct?
A. She didn't give up any rights, no.
Q. Is that correct?
A. That's correct.
Q. Now, if consideration is a bargain for exchange between parties, there was no bargain for exchange between your wife and Ravenel about anything in regard to her complaint. Is that correct?
A. I believe that to be correct.
Q. And your wife thought that it would be confidential based on that language on Defendant's Exhibit No. 3, right?
A. Repeat.

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Q. It's your position that your wife thought that her complaint would be confidential --
A. Absolutely.
Q. -- because of that language, right?
A. Yes. And if it wasn't, they could have contacted her to follow a different pathway than for a complaint. They didn't do that.
Q. And you agree that your wife, as a member of the association, is bound by declarations, covenants, and agreements entered into between the association and its property manager?
A. The homeowners association is bound by the contract.
Q. Yes, no, and then you can respond. Yes?
A. Yes. We're bound by the amendments, the bylaws, the covenants, and the homeowners association, the legal entity, is bound by the contract they have with Ravenel.
Q. So the answer to the question is yes?
A. Yes, we are bound by covenants, guidelines, and bylaws.
Q. Had your wife read the management

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agreement between the homeowners association and Ravenel before she made her complaint?
A. Not that I'm aware of.
Q. She had a right to get that and read that, did she not?
A. I suppose she had a right to receive that.
Q. And if she would have read that, just like if you would have read that, you would have known that a property manager can't keep any secrets from board members, correct?
A. Then I guess she wouldn't have made the complaint through this.
Q. Is that correct?
A. She made the complaint through here.
Q. Yes or no, and then feel free to explain.
A. She would know.
Q. Is that a yes?
A. She would know what that contract stated, yes.
Q. Is that a yes? Is that a yes?
A. Yes.
Q. What is 130? Do you know what 130 is? And I guess 131, maybe those go together, and 132.

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I think those go together. You tell me if those go together.
A. It's hard to say. All this says is: Dave, here's your hard copy approval, so I'm assuming you received this from Dave or Bob Cherry, because I'm not CCed on it.
Q. And then what is 131 and 132?
A. Looks like it's the request -- application for the fence they signed the day after they received the notice from Bob Cherry for the fence, ARB.
Q. That's the ARB approval?
A. Yes.
Q. And then 133 to 136 are the drawings that went along with that? Is that right?
A. That must be, yes.
Q. And then there's an email, 137, from Dave Malara about a building permit not being required. Do you agree that that's accurate, not accurate, don't know one way or the other?
A. I don't know one way or another. I haven't been on the board with Nadine on every fence. Every project would have had to have a permit.
Q. And we've already talked about this

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letter, 138, right?
A. Yes.
Q. Now, 138 is the letter with the profanity that we've talked about?
A. That's correct.
Q. Do you think maybe sending this email to Dave is the reason Dave really doesn't want to be your friend anymore?
A. No.
Q. No? Would you want --
A. I believe Dave doesn't want to be our friend as noted from the ARB form he just presented. He signed an ARB form the day after he received notice of who sent the complaint. He immediately put up a fence.
Q. It's his right to put up a fence.
A. It's certainly his right, but the timing of it was a little bit off.
Q. Yeah, but I could have thought you testified that from the day that the complaint went in until the present, you've tried to become good neighbors and friends with Dave Malara. Is that wrong?
A. We certainly tried.
Q. Is Bates stamp No. 138 an effort for

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you to become a friend of Dave Malara's?
A. You're not showing the rest of the email. That's a response to one of -- his email to me.
Q. Well, yeah, but my question is in your mind, does --
A. I wasn't in the right mind when I wrote it, as I stated, and it was a response to Dave.
Q. Okay. But let me ask my question. In your mind, do you think that Document No. 138 and the response that you gave to Dave is something that would be helpful or hurtful to the relationship that you have with Dave Malara as a neighbor?
A. Well, I think good neighbors can get past even good times and bad times, and so --
Q. Can you answer the question?
A. That was not an appropriate letter. I've stated that already.
Q. Well, the question is: Is it helpful or hurtful to establishing a good relationship with your neighbor, No. 138?
A. I don't think it was helpful.
Q. Do you admit that it was hurtful?

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A. He may have received it as hurtful. It's in response to his email.
Q. You're calling him mother fucker Dave, fuck you, again, and you can't say that this letter hurt your relationship?
A. I know --
Q. Simple question. Did this --
A. It was not appropriate.
Q. No, no. I don't want to know if it's appropriate or not. I want to know did this letter, No. 138 -- let me finish. Did this letter hurt your relationship with Malara as a neighbor?
A. No, no. You're resting everything on one letter. No.
Q. It's your testimony under oath that your email, No. 138, right, was intended to be helpful to your relationship with Dave Malara as your neighbor?
A. I'm not saying it's helpful either. It was not -- it was not a nice letter.
Q. But I want to know did this letter hurt y'all's relationship? Yes or no, and feel free to explain.
A. I don't think it -- no, I don't think it hurt it.

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Q. And that's just one testimony?
A. Well, I think you have to get past one letter. There's lots of emails, and there's lots of attempts to work things out.
Q. Now, what is 139 and 140? December 8th, 2011.
A. December 8th, yes.
Q. It's the same day as the document that we were just talking about, 138?
A. And, you know, December 9th, the next day, we shook hands and gave a hug, so no, I don't feel it's hurtful to the relationship. I assume that we were moving past December 8th and on to December 9th.
Q. Okay. Well, I'm just trying to figure out what you're going to say.
A. And even December 8th, he's saying that he's disappointed that we have not called to discuss. That's not true. We're writing this final email. So he's obviously had -- put a closure to the situation, but the very next day, we're friends, and we're at a party that night.
Q. I'm not accustomed to people saying stuff like this to me, and I assure you if somebody were to ever say something like this to

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me, they wouldn't be my friend anymore.
A. The very next day, we were shaking hands and hugging. We were partying that night. To me, it sounds like when you put it all together, it's a different story than what you're --
Q. Words are words.
A. That is, yeah.
Q. Let's talk about that.
A. Okay.
Q. And what is that letter or email? It's an email from Dave?
A. It's an email from Dave.
Q. Is this before or after the 138?
A. I don't know. It's a letter dated December 8th. It could have been before or after.
Q. I guess it's an email, right, or is it a letter?
A. That looks like a letter.
Q. Looks like a letter?
A. It may have been in an email.
Q. So here we are December 8th, 2011. That's approximately one month after the complaint, correct?
A. Yes.

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Q. It says: We are disappointed that you have not called us to discuss.
Have you called them from the date of the complaint, November 2011, until December 8th, 2011?
A. We must have. They noted earlier that we had text messages back and forth.
Q. No. They said: We are disappointed that you have not called us to discuss. Had you picked up the phone and called Dave?
A. I don't recall. I don't recall. I may have picked up the phone.
Q. Do you dispute that you had not picked up the phone or your wife not picked up the phone?
A. I don't recall whether I did or not and may not have answered my call.
Q. We are writing this final email to put closure to the situation. Is that what they said?
A. That's what the letter says.
Q. So it appears that they want to put closure to the situation on December 8th of 2011, correct?
A. That appears.
Q. Is that yes?
A. Yes.

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Q. As mentioned previously, we have no grudge against you or Ravenel Associates for the complaint you sent. Is that what they said?
A. That's what they're stating in that letter.
Q. So December 8th, 2011, they're saying we don't have a grudge against you or Ravenel. Is that correct?
A. That's what they're stating.
Q. They admitted that they left trash out, cleaned it up, and apologized. Did that happen?
A. Yes.
Q. After meeting with you in your foyer, we all agreed that we would move forward. Is that right?
A. That's correct.
Q. When did they meet with you in the foyer? Was this before the handshake December 9th on the lawn?
A. Yes, I believe it was.
Q. So y'all met in the foyer, and everybody said let's try to be nice to each other there?
A. Well, Virginia was still upset, so --

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but Dave was wanting to work it out.
Q. And then it says: Shortly after building the fence, you wanted us to stop feeding Mr. Whiskers. After two years of you both giving the cats snacks on our back bar and leaving food on our porch for him when you went to Vegas in October, that sends a confusing message.
Is it true that for two years, y'all would give the cat snacks on their back bar?
A. No. I think I addressed that in that letter.
Q. You denied that?
A. Yes, unless in the letter I stated -- unless it was snacks he was providing. He had food and snacks and water and bed for Whiskers.
Q. But would you feed him the snacks that Malara was providing on his bar?
A. I don't recall feeding him myself, no.
Q. Do you deny that happened, or you just don't remember?
A. I didn't feed him at his place.
Q. But Dave Malara would feed him in your presence on his back bar. Is that what you're saying?
A. It was obvious, because the food was

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there, and he ate it, yes.
Q. And you didn't have a problem with that, right, back then?
A. Not back then. I mean, I never had a problem. I even stated he could still play with the cat.
Q. Did you ask them to leave food on their porch when you went to Vegas in October?
A. That may have been the case, yes.
Q. So you asked the Malaras in October to leave food on their porch for your cat?
A. That must have been October 2011, yes.
Q. It is obvious the cat was being used as retaliation for your disappointment. Do you disagree with that?
A. I disagree. They wanted separation, and we're trying to make that happen.
Q. We were still confused as to why you were so upset with us after we all agreed to move on. Do you agree with that?
A. I don't think we were upset that they wanted to move on. We were just upset at the whole process of how things unfolded, sure.
Q. As time progressed with several emails back and forth, we are still assuming the main

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issue at hand is the fence.
A. The fence has never been -- they're dwelling on the fence. It's not --
Q. You deny that you're upset about the fence?
A. Yes. I'm not upset about the fence.
Q. Do you deny that your wife is upset about the fence?
A. I can't answer for her.
Q. Sure, you can. She's your wife. What do you know?
A. I don't believe she is upset with the fence.
Q. Have you ever talked --
A. Certainly upset that it doesn't -- aesthetically, it doesn't look like the four-foot picket fence next to -- the other side, which, again, we live with it because it's a nice fence. I mentioned it to him in an email, the fence is nice, we don't have a beef with it, and that -- and it's been approved, so we don't have to agree with the fact that it may not fit aesthetically with the neighborhood, but --
Q. So you don't like the fact that the fence does not fit aesthetically with the

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neighborhood, is that correct, subjectively?
A. I don't think it's pleasing to the eye, but it's approved, it's a nice-looking fence itself, the one wall, but --
Q. Is that a yes?
A. Repeat the question.
Q. That you don't like the aesthetics of the fence because you don't think it fits with the neighborhood, subjectively, your own opinion?
A. No. I don't think it's --
Q. Is that a yes?
A. It didn't look beautiful, no.
Q. Is that a yes? You agree with that?
A. Yes.
Q. And your wife, similarly, does not like -- did not like the aesthetics of the fence because it doesn't fit with the neighborhood? Yes?
A. Yes.
Q. Now, in regards threats of arrest, you both waited for us to leave on vacation and on three occasions crossed onto our property even to manipulate the door of our patio and move our personal property. Is that true?
A. We didn't wait for them to leave.

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They happened to be on vacation, and the door was open.
Q. Other than you didn't wait for them to leave on vacation, is the rest of that sentence true?
A. Yes. We went over there to get our cat, yes.
Q. Now, she says: These actions are illegal and upset Virginia and I greatly, which is why I notified Kateri on Friday, December 2nd, that if this continued, the police would be notified.
Do you deny that that happened?
A. What was that again?
Q. They say: These actions are illegal and upset Virginia. Setting aside whether what you did was legal or not, what you and your wife did was legal or not, do you have any knowledge about whether or not those actions upset Virginia?
A. I have no idea.
Q. He says that he notified Kateri on Friday, December 2nd, that if those actions continued, the police would be notified.
Did he notify Kateri of that?
A. I believe he did.

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Q. Is that a yes?
A. Yes.
Q. We thought that we were clear when we gave you notice on Friday, December 2nd; however, after you were notified once more to stay off our property, we were made aware that there was also an SUV in our driveway on Sunday, December 4th, where Matt and a gentleman were seen walking in the vicinity of our fence and on our property.
Did that happen?
A. No.
Q. Who's Matt?
A. Pardon?
Q. Is that you?
A. Matt. That's my first name.
Q. I didn't know if they were referring to another Matt.
So did you and another gentleman walk in the vicinity of their fence and on their property on December 4th?
A. I don't recall having a friend walk down their property. We had a friend over watching football, we may have walked in the backyard, but he doesn't have a white SUV, no.
Q. It says just SUV here. It doesn't say

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white SUV.
A. He didn't have an SUV.
Q. Now, it says this has really disturbed Virginia. Do you have any idea whether or not --
A. I don't know.
Q. -- it had disturbed Virginia? No?
A. I don't know.
Q. To the point where she feels you both are bordering on stalking-type behavior. Do you know whether or not Virginia felt that y'all were borderline stalking her and Dave?
A. We're not -- no, we're not stalking them.
Q. But do you know whether Virginia felt like that?
A. No.
Q. In regards threats of animal control, we totally agree that we will not leave a bed out or feed your animal.
Now, to me that's a concession, okay. They're saying they're not going to leave a bed out. You would agree with me if he wants to leave a bed out on his property, he can leave a bed on his property, right?
A. He can leave a cat bed.

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Q. Right? He can do that if he wants to?
A. Right.
Q. But he's not, because you asked him to.
A. Right.
Q. According to this, right?
And it says: Or feed your animal. Now, on his property, he can feed whatever animal he wants, can he not?
A. That's a true statement.
Q. So as far as this Whiskers cat issue, it seems to me that in the December 8th, 2011, letter, he's kind of trying to give you more than he really needs to. Is that neighborly of him?
A. That's reading it one way, but I see it another way. I don't --
Q. It would be reasonable for someone to believe that his acts of complying with your request to not leave a bed out or feed your animal, which he doesn't have to comply with, but he agrees to comply with, is a nice gesture on his part?
A. Nice, but he didn't do it.
Q. We are again confused as one of your other cats named Lucky roamed all around the

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neighborhood and actually had homes and sleeping quarters in other houses. Is that true?
A. No. She walked around the neighborhood, but I can't confirm she had sleeping quarters.
Q. Is it normal in y'all's neighborhood and in y'all's homeowners association to have cats just roaming around?
A. There's certainly been a lot of strays, yeah. Not strays, but people's pets, sure.
Q. After two years of you and Kateri giving the cat snacks on my back bar -- now, you deny that, right?
A. Right.
Q. Would your wife ever give any snacks?
A. I don't know. If they're there, and he's over there, everybody probably fed him.
Q. So your wife may have given snacks to Whiskers on the Malaras' porch?
A. May. She'd have to answer that one.
Q. Is that right?
A. She would have to answer. I'm not sure.
Q. But it's possible, right?

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A. It could be.
Q. And leaving food for us to feed him when you went to Las Vegas in October. You wanted us to cease doing that after the fence was built. Is that true?
A. Well, it happened to be after the fence, but they also said that they would shoo the cat away and keep the cat from coming over, as I think they said in other emails, so we were trying to --
Q. Why did you --
A. They wanted to separate, right, so that's what we're trying to do.
Q. I mean, I'm trying to ask why, all of a sudden, did you -- because you know they liked this cat, right?
A. That's true.
Q. They got the cat a card and showed it to us, right?
A. The card was to me, signed by Whiskers.
Q. There you go. And the Malaras did that, right?
A. Yeah.
Q. So you know they like this cat,

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correct?
A. That's correct.
Q. Then after the complaint and after the back and forth, when was the first time that you decided you didn't want them to feed your cat or have your cat over there at all, and why?
A. I don't recall, but there is an email stating that he could play with Whiskers as well. So there was initially maybe let's try to separate it, he doesn't need to be trained to keep going over there, so again, that's why the closed door, but certainly, there's an email stating that he was welcome to play with Whiskers and still make contact.
So initially, there might have been trying to make some sort of separation, as they wish, and so they weren't trying to make that separation by -- okay. They have the right to keep their door open, but I think if they wanted to do what they said they were going to do, they would keep it closed.
Q. But why, all of a sudden, did you become concerned about Whiskers being over there to the point where you said: I want you to keep your door closed, I don't want my cat going --

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A. I explained that already, I thought.
Q. Why?
A. They wanted to have separation with us, so we're trying to comply.
Q. Were you trying to punish the Malaras because --
A. No.
Q. -- of the fence?
A. No.
Q. Could you see how they can think -- how they'd think that?
A. No. They're the ones that want the separation.
Q. So if they want -- what do you mean by they want separation?
A. Well, they wanted each to leave each other alone, so if our cat keeps going over there, obviously, they're really enticing us to come over there to get our cat.
Q. That clears it up.
We will comply; however, the cat also sleeps on our vehicles and on my workbench in my garage. Is that true?
A. He may.
Q. The cat was also sleeping on another

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homeowner's vehicle just the other day. Is that true? Do you know?
A. I don't know.
Q. Would you agree with the statement that if it's an outdoor cat, it's going to roam around?
A. No. He never roamed around, other than to Dave Malara's.
Q. It says: We have no problem with the animal sleeping on our bar or in my garage or on our vehicle, but now it has become an issue, so we offered a solution to call animal control if it really was an issue to you that he was around our property.
Is that reasonable?
A. Sounds like a threat, but --
Q. Well, you don't --
A. For someone who loved that cat, he didn't want to try to work things out.
Q. Well, you want him to close his door so the cat won't go over there anymore, right?
A. Well, he trained him to go over. Now we're trying to untrain him.
Q. So you think it's --
A. So he'd be primarily in our yard and

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not primarily in his yard.
Q. So you think it's a threat that he said, well, if you don't want the cat on the property, then we'll call animal control if it's on our property?
A. I perceive that as a threat, yes.
Q. Does he have a right to call animal control when your cat goes on his property?
A. He certainly has a right.
Q. And then in order to put closure to this matter, here are our expectations going forward, one, two, three, and another paragraph, so on and so forth. And this is 139 and 140. Is this when you shot back 138 with the mother fucker reference?
A. Uh-huh.
Q. Is that a yes?
A. Yes.
Q. So it was in response to this letter, 138 and 140, that you -- or 138 and 140 -- wait. Let me scratch that. I confused those.
It's in response to Dave Malara's letter of 139 and 140 that you shot back 138 with the mother fucker reference?
A. Yes.

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Q. Did Dave Malara call you a mother fucker or use any profanity in 139 or 140?
A. No.
Q. The expectations. You mention that you want to get along and live as neighbors without threats of arrest and animal control. Is that right?
A. Yeah. It would be nice.
Q. If that is the case, then kindly respect our wishes to remain private and keep off our property. Is that okay?
A. That's okay.
Q. You don't have a problem with him asking you to stay off of his own property, do you?
A. And for the most part, we have.
Q. For the most part, when you deem it's justified not to?
A. Only just to pick up the cat, so the cat doesn't continue to go over there. We're trying to train him to stay in our yard.
Q. Your cat that you let roam around, right?
A. He roams in our yard.
Q. Apparently, he goes in the Malaras'

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yard too.
A. We don't have any other complaints of other neighbors, just Dave.
Q. Well, it's his property, right?
A. That's correct.
Q. Unless you are invited over or you ask us to stop over, you are not to come onto our property for any reason, right? That's what it says, December 8th, 2011?
A. That's what it says.
Q. And yet, even though they asked you not to go over to their property, there are other occasions after December 8th, 2011, where you went to their property, is there not?
A. February 3rd.
Q. Right, and other occasions.
A. I think the February 3rd. I'm trying to think of the other occasions. The cat.
Q. Well, whenever the cat would go over, right?
A. Kateri, so it wasn't me. It was just February 3rd was when I went over there.
Q. So as of December 8th, 2011, they told you not to go -- you and your wife not to go on their property for any reason whatsoever, right?

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A. That's what they state.
Q. Despite that, you went on their property, and your wife did too?
A. I just went over there to invite them to a party. I think that was --
Q. And your wife did too, right?
A. That's correct.
Q. Then it talks about your cat and about shooing him away. If your cat is sleeping on our bar, and we are home, we will shoo him away. Is that reasonable?
A. We'd hope that he would comply.
Q. No. I'm saying if your cat is sleeping on his bar and they are home, they will shoo him away. Is that reasonable?
A. Yes.
Q. And we agree with you, and we will most certainly comply and have complied by keeping food and bedding away.
It's your testimony that after December 8th, they had food and bedding for your cat?
A. Yes.
Q. Did they ever stop doing that?
A. I don't recall when they stopped, but

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I know they -- while we were going over there to pick up the cat, they had a bed and food.
Q. But they have cats of their own, do they not? Remember the two little kitty cats they had?
A. Inside cats.
Q. They had little cats, right?
A. I'm not sure when they got those. Yes, they had two.
Q. So you're assuming that the bed and the food is to lure Whiskers over to their property when it could be for their own cats, right?
A. When the door's open, it does appeal to him, since he's gone over there many times before they had the two kittens.
Q. Do you know when they got the two kittens?
A. It was shortly after that.
Q. It says: As our porch is our property, choosing to keep our porch door open or closed is our business. Do you agree with that?
A. We've stated so, yes.
Q. We will continue to shoo Whiskers away, and frankly, with two indoor new cats, we do

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not want him on our property any longer.
Is that reasonable?
A. That's reasonable.
Q. So they did have two cats?
A. Yes. I said they had two cats. Yes, I agree. They just got them.
Q. We have taken steps to help this along, but you need to take steps to control him as well. Is that accurate? Don't you need to control your own cat?
A. That's true.
Q. That's a reasonable request?
A. That's reasonable.
Q. You are not to come on the property to physically remove the cat. Is that a reasonable request?
A. That's his request, yes.
Q. But you don't care because you said you'll go on his property to get your cat if you want to?
A. Just to get the cat.
Q. Is that correct? Is that correct?
A. Yes.
Q. So even though he asked you not to do that, you're still going to do it?

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A. If he's not there to shoo the cat away.
Q. Is that a yes?
A. Yes.
Q. And he says: That is the main reasons for your suggestion to contact animal control -- or our suggestion to call animal control, as we also do not want to touch your cat.
Is it reasonable for him not wanting to touch your cat?
A. He doesn't have to touch him.
Q. You are not to come onto our property to manipulate our door or any of our personal property. Is that reasonable?
A. It's reasonable.
Q. Then: We would like to meet one more time to make sure we are clear about all this. It has been a month to the day since the complaint, and we ultimately want you both to leave us alone in peace.
Is it reasonable for the Malaras to want you to leave them -- you and your wife to leave them alone in peace?
A. It's reasonable for them to ask anyone to leave them alone.

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Q. Since we have put our fence up, we have been bombarded with emails, texts, et cetera, and we just want to do what we told you we would do that first week we talked, move on.

Is it reasonable for them wanting to move on?

A. They can move on.

Q. And is it reasonable for them not wanting to get your emails and texts?

A. They're always in response to his.

Q. Is it reasonable for them not to get emails and texts from you if they don't want them?

A. But don't write one to us to have a response back.

Q. Is it your testimony that you never contacted the Malaras directly with an email first, that you always responded to his emails?

A. Primarily, all the emails were in response to his.

Q. We will never be friends, but we will be neighbors, and we want to keep the peace as best we can. Please do your part by complying with our request to stay off of our property.

Is that a reasonable request?

A. Reasonable, yes.

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Q. Now, my question to you is, because I've been through this letter with you word for word, what part of this letter, 139 and 140, justifies you sending 138 to him in response? What is it that upset you so much that made you temporarily insane? Let me get my little stickies off here.

A. I'm telling him I work during the day, unlike you, so I started to call you, because he was disappointed that we haven't called to discuss.

Q. You can read it to yourself. That's fine. I mean, you can just answer my question. We've already been through the letter.

A. Well, I think there were some untruths here, and I responded, and I was a little upset.

Q. Oh, there are untruths in that letter? So what --

A. He feeds Whiskers. He bought the food. He has a bed.

Q. Is that not true?

A. That he has -- he bought the food and the bed.

Q. Did he not buy the food and the bed?

A. He did.

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Q. I'm confused. What are you upset about?

A. Because I'm certainly upset that the fact is that I know why he bought the food and the bed.

Q. You're going to have to explain to it me. I'm not following you.

A. He bought the food and the bed, I believe, for Whiskers and then blaming -- what else? He wants to cut off the relationship. Upset about the trespassing codes, obviously. He wants to move on, but he certainly posts the trespassing sign, so that was --

Q. So that's what made you so upset that you went temporarily insane?

A. Yes.

Q. Do you see how, to a normal person -- or would you agree that a normal person reading 139 and 140 wouldn't expect to get a response like 138?

A. He probably wasn't expecting it.

Q. But would you agree that a reasonable person would think that the response of 138 being a response to 139 and 140 seems beyond the pale, outrageous, and unreasonable?

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A. It was certainly overlooked the very next day.

Q. That's not what I asked.

A. He could perceive it, yes.

Q. So you understand how your response in 138 could be perceived as an act from somebody that was -- as a response that is completely beyond the pale, outrageous, and unreasonable in response to the letter that he sent? You could see that, right? Yes?

A. He could see it that way, yes.

Q. Yes. Okay.

141, November 21st, 2001, is this the email where y'all, for lack of a better term, made up?

A. Some of it's missing.

Q. I know that. That's one of my questions.

MR. CONDON: Which one?

MR. FERDERIGOS: One of my questions is going to be where's the rest of that email, and do you have it?

MR. CONDON: Are we talking about 141?

MR. FERDERIGOS: Yes. I think that's right. It's whatever he's holding. It's the only

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copy I have.
THE WITNESS: I'm confident you would have received the whole email.
BY MR. FERDERIGOS:
Q. That who would have received it? I'm sorry.
A. You.
Q. They're Bates stamped. Oh, you as in your attorney, or me? Are you talking to me? I'm sorry. Don't tell me anything you're telling him.
A. No, no. I would believe that you would have received the whole email. We didn't piecemeal.
Q. No, no. I'm going through what's been Bates stamped, and maybe it is -- maybe the whole email is in y'all's discovery responses, which is here, which is the last thing we're going to do, as far as for me, but I don't -- I don't recall seeing the rest of that email anywhere.
Do you know if you have this email, 141, and the rest of it?
A. I would have the rest of it.
Q. What's that email about?
A. Well, at least my response: My ARB committee request only went out to Ed, so I'm not

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sure how Dave got a -- was aware of my response to inquiries into who was on the ARB committee. I am looking into having fence gates on both sides of the house. And I state: As for Whiskers, Saturday was an example. We go looking for our cat. It can't be found. Whiskers is always there when we call for him, but if he isn't, then we're concerned. Has been our outside cat. Congratulations. It's great to read that you have adopted a couple of kittens. Please understand that as a longtime homeowner, 15 years at Village Green, we will always be concerned about how the subdivision is managed. We weren't happy with how the complaint was handled, and we've been working with Ravenel and the board on the reporting process.
So I sent an email out to Ed, and somehow Dave knows about that.
Q. And who's Ed?
A. Ed Delaney. He was on the board at the time. So without seeing the rest of --
Q. It's from Matt to Dave, at the very top?
A. Yes.
Q. So you sent him an email, at the very

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top? This is what you sent to Dave?
A. That was in reply.
Q. From Matt Dawson, that's you, to Dave Malara?
A. That's correct.
Q. So you sent him this portion?
A. Yeah. What's this? Is there two attached together?
Q. I don't know. I assumed they were related. I don't know if they're not.
A. They don't look like they're related, but you would have -- you wouldn't have received the --
Q. Well, let's see here. Let's talk about the first email, November 21st, 2010, and that's an email that you sent to Dave Malara?
A. That's -- yes.
Q. My ARB committee request only went out to Ed. I am looking into having fence gates on both sides of the house. As for Whiskers, Saturday was an example, blah, blah. He has been our outside cat for many years, and he has a home. Congratulations. It's great to read that you have adopted a couple of kittens. You are certainly a cat lover, and it was just a matter of time.

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Overall, please understand that as a longtime homeowner, 15 years at Village Green, we will always be concerned about how the subdivision is managed. We weren't happy with how the complaint was handled, and I will be working with Ravenel and the board on the reporting process. Matt.
At this point, you're being nice to Mr. Malara, you're congratulating him, right?
A. Sure.
Q. Was y'all's relationship better at this point, November 21st, 2011?
A. Obviously, we had -- it wasn't that one email just set me off, that one email.
Q. I mean, this is way before your December -- your Bates stamp response 138, right, which was in December, right?
A. That's correct.
Q. So as of November 21st, you and Mr. Malara were fine, correct?
A. Well, I'm responding to him because he evidently knew that I was inquiring about a fence and gates of our own, so --
Q. Yeah, but y'all weren't arguing with each other over texts or email at that point, were y'all?

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A. The response to him was not -- I wasn't -- didn't take it as a different situation.
Q. But, I mean, around November 21st, did you and Dave Malara have any communications, emails, texts, or verbal communications where y'all were fighting with each other?
A. I don't think we were fighting probably still at that point, since it was ten days after the -- or 11 days after the notice. We just communicated.
Q. No. 142, have we already talked about 142? I think we already did. Is that a letter from Dave that we already discussed?
A. It could be. It's just the last two paragraphs of one.
Q. Right. I'm confident that we did, but here, just in case we didn't --
MR. CONDON: Phil, I think it goes with 141, the bottom of 141.
MR. FERDERIGOS: I don't think it does. It looks like there's a page missing. I immediately took walks on our porch and sits on our chairs.
MR. CONDON: I'll have to find out.
MR. FERDERIGOS: I think there's a

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page missing, and I think we've already talked about it, but just in case -- I presume there's a page missing here, because to me it seems like it starts with that email and then -- and I think we've talked about it, but we'll figure it out if we have it.
BY MR. FERDERIGOS:
Q. But 142, it says -- well, maybe we haven't. It feels to us that the situation has escalated to a point of extremes. We're still highly confused, as we have taken steps to rectify the issues that were addressed by Ravenel. Our property, nor the things we keep on our property, is visible from your home.
Is that statement true about our property, nor the things we keep on our property, is visible from your home?
A. Are they visible?
Q. That's what they say.
A. It's certainly visible.
Q. It's visible?
A. The items on his property, yes.
Q. Visible from your home?
A. Yes, they can be.
Q. If there are any additional issues you

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would like to address, a phone call with any additional problems or comments would be gladly appreciated. Is that a reasonable request?
A. Sure.
Q. I think what they're getting at is --
A. I don't know what the date of that is or which --
Q. It's 142, and we'll find out, we'll figure it out, because I think -- well, if we haven't covered it already, it should be somewhere. We should find -- it's November 21st, 2011, is referenced on Page 141, so it might be the very first response, the very first email that they sent you after the complaint, perhaps, but we'll figure that out.
But is it reasonable to expect that neighbors will tell neighbors if they have issues with those neighbors, rather than complain to other folks about it?
A. You can try, I mean.
Q. Is that a yes?
A. They could, yes.
Q. Emails and text messages only open doors to misinterpretation and a lack of communication. Would you agree with that

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statement generally?
A. It could happen.
Q. Now, it says: We understand you are upset at Ravenel Associates for forwarding us the email, and understandably so.
So you were upset with Ravenel Associates, right?
A. Certainly.
Q. And it says: We are not upset, and as I mentioned earlier and in our discussion on Saturday, we also hold no grudges or disappointments toward you either for that email.
A. I don't believe that.
Q. But that's what Dave Malara and Virginia Adrihan told you in this email?
A. They wrote it. Did they mean it?
Q. But remember when you were talking about how Ravenel didn't do enough to get y'all to come together and resolve?
A. That's true.
Q. That's true. Well, you have an email here where they say: We hold no grudges or disappointments towards you. What else is there to resolve?
A. I don't believe that to be true.

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Q. That's what they're saying. I mean, Ravenel can't force your neighbors to like you again, can they?
A. They didn't try anything, so --
Q. Well, what do they need to try if you have an email that already says that they hold no ill will, they're not upset, they hold no grudges or disappointments, what else do you want them -- what do you want to achieve?
A. They apparently hold some grudge against us. As I stated December 9th, shook hands, hugged that evening, partied. From then on, it seemed like they -- there's something there.
Q. But if Ravenel Associates would have gotten you together with the Malaras 20 different times, and each time they wrote an email like this that says they don't hold any grudges against you and they're not upset with you and let bygones be bygones --
A. The continuous behavior doesn't reflect that.
Q. But getting together with them, what can Ravenel do to -- if you've already got an email from them early on saying: We hold no

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grudges against you, doesn't that tend to show that they're telling you that they hold no grudges against you?
A. That's what they wrote.
Q. And then what's Ravenel Associates supposed to do if they actually do hold grudges against you, but then keep telling everybody they don't?
A. I'm not a property manager. I don't know how they handle the situation.
Q. That takes care of that, so the last batch we have are the documents from --
MR. CONDON: Why don't we break. It's a good time to break.
MR. FERDERIGOS: Do you want to break?
MR. CONDON: Yeah.
MR. FERDERIGOS: Let's break, and I'll try to speed up as much as we can, but we got to get done with this today. We have to finish this today.
MR. CONDON: Today?
MR. FERDERIGOS: His, not hers.
MR. CONDON: Yeah, but I mean, I think we're going to be here another at least two hours.
MR. FERDERIGOS: Well, I'm going to

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try to speed up.
MR. CONDON: Let's just reschedule it, really. I'm serious. It's a long day. It's 6:00 now.
MR. FERDERIGOS: It is 6:00. I hate to reschedule this deposition. Why don't we talk about it?
MR. CONDON: I know. I don't want to either, but I'd rather do it fresh.
MR. MACKELCAN: Just give us a couple minutes.
(A recess transpired.)
BY MR. FERDERIGOS:
Q. We've got your discovery responses here that have been provided to me from your attorney. Are all these discovery responses documents that you provided to your attorney that he -- and I'll represent to you that these are all the documents that your attorney gave us.
A. Yes.
Q. Do you want to flip through it really quick? And we've talked about most of them.
A. Yes. They look all --
Q. Now, some documents that were not in the previous documents were examples like this

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like the April 16th, 2012, I guess the agenda.
A. Agenda.
Q. So whatever agendas we have in here are agendas that you provided to your attorney that correlate with the meetings, right?
A. Yes.
Q. And this agenda here, 30, that was the reference that we talked about April 16th about ARB committee chairman, et cetera, right?
A. That's correct.
Q. Now, I've got this document here that was in the stack that your attorney provided to us, and this is the order, and is this a copy of the memo of understanding that you went over with the board? And those were the first documents.
A. This looks like the same one, yeah, we talked about earlier, just larger print.
Q. And what about this document here?
A. This is the 23rd, so this would be more about what we had talked about. Obviously, it's less. This is more in line.
Q. And by this, I have showed you, from your discovery responses, an April 23, 2012, to Matt Dawson from Village Green. This memo serv to express displeasure with your involvement in

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particular matters related to the Malaras' property. You are to remove yourself from all homeowner association business directly pertaining to the Malaras.

Is this the document you referred to that y'all went over at that meeting?

A. This is -- yes. This is the information we talked about.

Q. And the proposed censure of Matt Dawson was on the -- well, it says board of directors special meeting.

A. That's their agenda for that meeting.

Q. Called to order, a quorum, proposed censure of Matt Dawson?

A. Yes.

Q. And then what are these documents? And by these documents, they seem to be the supplementary covenants and restrictions of Village Green. Have you seen those before?

A. Looks familiar.

Q. So y'all provided to us covenants and restrictions, and that would come from you?

A. Yes.

Q. And you agree that whatever the covenants say, the covenants say, right?

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A. That's correct.

Q. As far as the power of the board of directors and how things are supposed to be done --

A. That's correct.

Q. -- you would agree that you were bound by all that, correct?

A. Everyone, yes.

Q. And you would agree that you can be removed without any cause as an ARB chair, correct?

A. That's correct.

Q. And then you provided for us the ARB guidelines?

A. That's correct.

Q. And you agree that you're bound by those?

A. Yes.

Q. And when you got on the ARB, we have certain emails between you and Nadine Evans, right?

A. Yes.

Q. And these are your emails that you communicated with her?

A. Yes.

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Q. And they speak for themselves, right?

A. Yes.

Q. And there's also emails between you and the board?

A. Yes.

Q. And those emails speak for themselves, right?

A. Yes.

Q. Nadine didn't like Dave Malara very much, right?

A. I think she was aware of other problems.

Q. And then there are emails between you, Nadine, and also Laura Deaton about Mr. Malara that speak for themselves?

A. Yes.

Q. And you also had emails between you and Shawn O'Toole?

A. Yes.

Q. Or Shawn Toole. I'm going to make him Irish. Top of the morning to you.

And Nadine had problems with David Malara in the past. Is that correct?

A. I'm not sure if she did directly or if she knew of other problems.

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Q. And then there are a series of emails between you and Toole and other board members where the decision was made as far as to go ahead with the censure, or there were emails about the censure meeting? I'll phrase it like that.

A. Yes, with regards to the censure.

Q. And those emails speak for themselves?

A. Yes.

Q. And you sent an email to -- without getting into the substance of the email, Matt Dawson to Toole, copied Bob Cherry, on April 17th, 2012?

A. It looks like an email from me.

Q. If you want to look at it, that's fine. I'm not going to ask you questions about it, but that's your email, right?

A. It's an email that I have that I presented. It's from Bob to Evan and then --

Q. Matt, from you?

A. What's it dated? It was the 16th, so it originated from Bob on the 16th, but --

Q. And that email is from you, the April 17th, 2012, email, right?

A. This email, yes.

Q. It got a little heated between you and

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Shawn at some point? You weren't happy with --
A. I wasn't happy with not wanting to further discuss.
Q. And then at the last deposition, we were handed a bunch of documents. Photographs are just of the Malara's property and the violations that you perceived, right?
A. Yes.
Q. And then there are also a lot of emails between -- well, emails from your wife as well. Have you had a chance to review those emails?
A. I may have reviewed them, don't recall.
Q. Do those emails speak for themselves? I mean, if your lawyer gave us emails that say it came from you or it came from your wife, then we're safe to assume that those are emails that you or your wife sent?
A. Yes.
Q. And this email that you provided, we've already talked about that. This is a copy of a letter I think with the page that was missing, maybe not. Let me show it to you. And it's been attached as Defendant's Exhibit No. 1 as

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far as the documents that y'all provided to us.
There's an email here to Matt and Kateri from Dave Malara. Did you ever receive this email, A and B?
A. Yes. Looks like I was CCed on it, so --
Q. Is that first email part of it? Does that give us a date or a time?
A. This says 11/21.
Q. I think that's what we were talking about earlier, the 11/21. I mean, in this email, it says: We have accepted their apology and had no bad feelings towards you whatsoever. Is that what Dave Malara --
A. We discussed that, yes.
Q. At the end of our discussion, we had walked away with an agreement that we are not going to talk about this further, and we would all move forward and enjoy our neighborhood.
That's what they indicate in this letter?
A. That's what they indicate.
Q. It appears the fence is disappointing to you because it was a big topic during our discussion. Is that what they say?

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A. That's what they say.
Q. I will point out that it is fairly obvious to us now there are still tensions. That's what they said?
A. That's what they said.
Q. And then it goes into the part of the letter that we've already talked about. It feels to us that the situation has escalated to a point of extremes, and if there are additional issues you would like to address, a phone call with any additional problems or comments would be gladly appreciated. And again, they said we are not upset, they hold no grudges or disappointments, right? That's what their letter indicated?
A. That's what they say.
Q. And then we have an email from -- well, we have several emails from your wife. Now, let me just speak generically, because I don't want to go through each one, but these emails are what the emails are, right, as far as the substance?
A. Yes.
Q. Would you agree that your wife had problems with the Malaras going back to November of 2011, for different reasons?

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A. She has to answer that. I can't speak for her.
Q. You're her husband. You know what she talks to you about. Did she ever tell you -- and she's copied you on these emails.
A. I can't answer.
Q. She's copied you on these emails. Did you know whether -- well, let me just ask you before -- do you know whether or not your wife had problems with the Malaras about different issues?
A. Different issues? I'm not aware of any other issues.
Q. Well, not -- I mean about issues involving the problems with the Malaras, with the trash, with the shed, with the trailer?
A. Yes.
Q. You knew that your wife had problems with the Malaras going back to November of 2011, correct?
A. I knew, yes, because she sent the complaint.
Q. And did you know that your wife had some very choice words in her emails to you about the Malaras, calling them liars and calling them other things?

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A. I don't recall. I'd have to read the email again, but --
Q. But if it's in this email, then these are emails that you received from your wife, right?
A. That's what is on paper, yes.
Q. But you don't recall that independently, that your wife called them liars and had a personal vendetta against them? You don't remember that?
A. No.
Q. You don't remember her saying that she doesn't matter what happens, what it takes, that shed and that trailer, she's going to do everything she can in her power to get rid of those?
A. I don't recall reading that.
Q. I mean, would that surprise you if you knew that, if she had sent you those emails?
A. That would. They were in issue, yes.
Q. But are you aware of very nasty emails calling the Malaras very nasty names from your wife that were sent to you at this time?
A. I don't recall. I'd have to read.
Q. And this is the complaint that you

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lodge against SLED, March 21st, 2012?
A. Probably, yes.
Q. And the animal control documents, right?
A. Yes.
Q. And these are pictures of y'all, what, being happy together?
A. Happy.
Q. You and the Malaras, right?
A. Yes.
Q. And different people partying at their place or your place?
A. My place, I believe.
Q. November 19th, 2011, you wanted to know who was on the ARB committee because you wanted to put up a fence yourself?
A. I wanted to discuss it, yes.
Q. You never -- you chose not to do that?
A. I wanted to discuss my options.
Q. Yeah, but you chose not --
A. No, I don't have a fence.
Q. Why did you decide not to build a fence on both sides, like you indicated you were thinking about?
A. Financially and just decided not to.

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Q. And then you had emails -- even after the complaint and the alleged breach of confidentiality, you had emails to Ravenel Associates still pointing out problems that you -- violations for Dave Malara, right?
A. I believe so, yes.
Q. And you wanted -- and in those emails, you said they need to be confidential?
A. Yes, I wanted to be held confidential, yes.
Q. And then you had a series of emails between the ARB chair before you took over about Dave Malara and about yourself, your own fence, right?
A. Who was that?
Q. Well, one of them was Caroline. Carolina.
A. There were a couple people that I was pointed towards and -- but have never met or seen.
Q. Brian Sense?
A. I understand he was supposed to be the chair, but he never was at any meetings.
Q. And there are emails that you provided to us that reflect your communications with him?
A. Yes.

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Q. And here again, there are emails where you request Ravenel Associates to go out to the Malaras' property, walk across, and look at the violations you claim, right?
A. They could walk on our property and look, yes. They stated they wouldn't do it because they saw no trespassing signs.
Q. And then y'all have a real interesting email December 2nd, 2011, where you accuse Malara of threatening your wife?
A. Yes. I believe he did threaten her.
Q. And this is about keeping that porch closed, right?
A. That may have been related to that.
Q. And in that, you said: Going on your property to get our property is not a violation of your fucking trespassing signs?
A. It sounds like what I wrote.
Q. And the emails speak for themselves about how y'all communicated with each other after that?
A. Yes.
Q. Dave Malara sent an email: I would like to politely discuss with you, we need to come to an agreement, as we are hopefully still

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neighbors. At least let's discuss why you are upset with us, as we thought everyone was moving forward.

That's December 2nd, 2011?

A. December 2nd, okay.

Q. Is that a reasonable request on his part?

A. It's reasonable.

Q. Are you blaming Malara for your cat going on his property? Because it seems like it in these emails December 2nd.

A. Well, there's a reason why he continued to be -- he's trained to go over there because he had food and water and shelter and a bed.

Q. But you're blaming Malara for that, right? I mean, that's what it looks like to me in the emails. Is that true?

A. I think there's a cause.

Q. Is that yes?

A. Cause and effect, yes.

Q. Yes. Okay.

And then again, there's also this other email from you December 2nd, 2011, and you say -- this is to Bob Cherry -- you don't live in

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Village Green, so you don't give a damn how things look. You just collect your fee, cause a community disruption, and then go on your way. Ravenel Associates is just as bad as CMG.

That's what you told Bob in your email?

A. Yeah, no follow-up.

Q. And then they tried to schedule a meeting with you and Bob and Jules and the Malaras on December 2nd. We've talked about that before?

A. We talked about that.

Q. And then here's some emails December 2nd between y'all trying to work it out again with the Malaras. It says: Virginia -- Virge, is that what you would call her?

A. Yes.

Q. -- and I would still like to call you this evening if you will accept our call about why you both are so angry with us after all this time, and then you said that y'all won't be available tonight, you have a corporate function, and that you feel that they are not being completely honest with y'all?

A. Uh-huh.

Q. Is that an accurate reflection of what

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you said?

A. Yes.

Q. And then we have December 3rd. And then y'all seem to have made up by December 3rd, where y'all were going to talk when he gets back, and y'all are going to get together to air everything out?

A. Yes.

Q. Then y'all have nice emails to each other back and forth?

A. Things seemed to be working out, or trying to, we allege or hope.

Q. December 8th email from you to Craven, Christopher. It says: I received a very upsetting letter from Dave. I'm so damn pissed at him, I can't see straight. He has gone way out of his way this time to be a dick. I'll talk to you later about it.

That's your email?

A. Yeah. I was upset, and Chris is, like I said, his best friend and someone I was hoping to --

Q. Are you at all concerned about Matt Dawson (sic) and his wife suing y'all for defamation?

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MR. CONDON: What, now?

BY MR. FERDERIGOS:

Q. Are you concerned about Matt Dawson or his -- I'm sorry. I did it again.

Are you at all concerned about Dave Malara and his girlfriend suing y'all for defamation --

A. No.

Q. -- for some of these emails to third parties?

A. No.

MR. CONDON: See, you're getting tired, see.

BY MR. FERDERIGOS:

Q. Then there's a December 12th, 2011, email, Dave and I had an -- this is telling Bob, Ravenel Associates: Dave and I had an opportunity this last Friday to talk to work things out. I'm happy to write that we are able to do just that. I'd like to have the complaint officially withdrawn. Right?

A. You'd have thought we had it worked out, but --

Q. Well, as of December 12th, there is an email from you to Bob saying everything was work

out, correct?
A. That's correct.
Q. And then y'all talk about going to get beer together. Everybody's looking forward to beer, right?
A. We were going to have a happy time. He said he would take care of things.
Q. I don't have any further questions.
MR. CONDON: I'll ask some when we reconvene.
MR. FERDERIGOS: Then when we take Mrs. Dawson's deposition, you'll have a right to ask him cross-examines, and we'll have a limited right to follow up on your questions. I think that's the best way to do it.
MR. CONDON: That's fine.
MR. FERDERIGOS: As a matter of fact, when we notice her, we'll just notice hers, and by agreement, we'll start with his, and then that way I think that covers everybody.
MR. CONDON: Yeah, that would be fine.
MR. FERDERIGOS: We're off the record.
(The deposition was concluded at 6:37 PM.)

CERTIFICATE OF REPORTER

I, Marie H. Bruegger, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 11th day of September, 2014, at Charleston, Charleston County, South Carolina.

Marie H. Bruegger
Registered Professional Reporter, CCR
My commission expires
April 18, 2021

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REQUESTED INFORMATION INDEX

(No Information Requested)

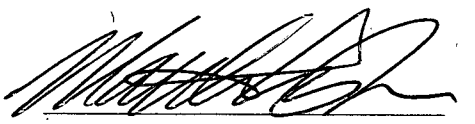
EXHIBITS

	Page/Line
DFT. EXH. 9, Transcript of Voice Mail Messages	362 11

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Certificate of Appellant

The undersigned hereby certifies that the Supplemental to Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Matthew L. Dawson

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