

82703

RECEIVED
MAR 07 2017
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal No. 2016-001063

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

CASE NUMBER 2009-CP-26-3596

Ronald Jarmuth

Appellant,

v.

The International Club

Respondent

APPELLANT'S MOTION TO STRIKE
THE RESPONSE BRIEF BECAUSE OF HOA PERJURY
ABOUT CONTROLLING FACTS IN APPEAL
AND FOR FURTHER RELIEF

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

Henrietta U. Golding
Alicia F. Thompson
2411 Oak Street; Suite 206
Myrtle Beach, SC 29577-3164
843-444-1107
Attorneys for Respondent

1. Appellant hereby moves for an order of this Court striking the Response Brief of Respondent because of pervasive, extensive, and intentional perjury by Respondent's attorneys regarding the controlling facts in this appeal.

The controlling question of fact:

“What was the actual purpose for which the Homeowners Association paid its’ attorneys each of the two \$2,500 checks ?”

2. **The Authority** for this is

SC CODE SECTION 16-9-10. Perjury and subornation of perjury.

(A) (2) It is unlawful for a person to willfully give false, misleading, or incomplete information on a document, record, report, or form required by the laws of this State. ..

(B)(2) A person who violates the provisions of subsection (A)(2) is guilty of a misdemeanor and, upon conviction, must be imprisoned not more than six months or fined not less than one hundred dollars, or both.

BAR RULE 3.3: CANDOR TOWARD THE TRIBUNAL

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.

BAR RULE 4.1: TRUTHFULNESS IN STATEMENTS TO OTHERS

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

3. Why the true nature of the checks is determinative of this appeal:

The answer to that question about the true nature of the controlling evidence is determinative of whether the trial court had subject matter jurisdiction to order (in the September 12, 2012 Final Order) Appellant Jarmuth to pay the Respondent Homeowners Association (“HOA”) \$5,000 (the total of both checks) as reimbursement for attorney fees actually incurred by the HOA in defending

(a) 2009-CP-26-3596 Jarmuth v HOA et al (the “2009 check”); and

(b) 2010-CP-26-11320 Jarmuth v HOA (the “2010 check”),

both in the Horry County Court of Common Pleas.

Neither of these contained a claim demanding, directly or indirectly, reimbursement for attorney fees expended in defending against anything else.

There was no demand stated in any claim for reimbursement of legal costs expended for the HOA to defend against any discrimination complaint filed by Jarmuth against the HOA. There was no demand stated in any claim for reimbursement of legal expenses expended for any other matter.

4. The Facts About the Checks According to the Undisputed Evidence.

I. The 2009 Check

a. The 2009 Complaint, 2009-CP-26-3596, Jarmuth v HOA et al, was filed April 7, 2009. RoA p.134.

b. Jarmuth’s S.C. Human Affairs Discrimination Claim was filed August 17, 2009, RoA p.198.

c. On October 15, 2009 the HOA wrote the "2009 check" to McNair Law, RoA p.202. This was more than six (6) months after the 2009 Complaint was filed. It was, however, ten (10) days BEFORE McNair law is known to have begun representing the HOA on the SCHA matter – October 25, 2009 Letter from McNair Law (Henrietta Golding) to the SCHA (Exhibit A added). This Court is asked to presume that payment of an attorney retention check is normally made relating to the closer, in time, of two matters – as it was here for the SCHA matter which was handled by McNair, not six months after representation in the 2009 case as the HOA respondent would have the court believe when it claims the 2009 check relates to the 2009 civil action.

d. Respondent HOA's 2009 General Ledger, Legal Expenses, RoA p.203, relates that the 2009 check was entered on the HOA's books on October 13, 2009, being the only check in the entirety of 2009 to McNair Law. The notation for the expenditure is that it is for "Sept 09 legal services". On August 27, 2009 the S.C. Human Affairs Commission ("SCHA") served the discrimination claim on the HOA (Exhibit B added). This was four (4) days before September, when the discrimination claim probably arrived (in September) by mail at the HOA and approximately two weeks before the check was issued by the HOA to McNair.

So the actual chronology is Jarmuth files a discrimination claim, it gets served by the SCHA on the HOA, the HOA gives it to McNair and writes McNair a retention check for the SCHA matter, and McNair writes the SCHA on the HOA's behalf regarding the SCHA discrimination claim. It is "more likely than not" that this is the true nature of things. It is "more likely than not" that the 2009 check

does not relate to the 2009 case, as the HOA claims in its Response Brief.

II. The 2010 Check

e. On April 6, 2010 (then) HOA President Rosemary Toth sent all homeowners a “Notice of Special Meeting” (Exhibit C, added) which stated that the purpose of the April 19, 2010 Special Meeting “is to formalize an easement that the Board of Directors is granting to Central Electric”.

f. On April 19, 2010 the Special Meeting relating to the easement was conducted. The minutes, Exhibit D, added, repeated (at V.) that purpose. On page 2, at IX #2, Central Electric agreed to pay \$889.50 for the HOA’s attorney to review the easement deed and agreement. The whole matter was begun earlier under threat of taking by eminent domain. The reimbursement was not for legal advice provided earlier by McNair to the HOA as to how to proceed.

g. On May 5, 2010 the HOA Board held a meeting (minutes, Exhibit E, added) p1 Item II B at which the Board approved the Central Electric agreement after consulting with McNair Law.

h. On June 9, 2010 the HOA issued the “2010 check” to McNair law, RoA p.208. This was 34 days after the HOA ratified the Central Electric agreement. It was also 22 months after the SCHa discrimination matter was filed. It is more likely than not that the 2010 check is related to the Central Electric matter than to the 2009 SCHa discrimination investigation – as is claimed by the HOA respondent in its’ response brief..

i. There is in fact conclusive written evidence that the 2010 check was paid to McNair Law for legal services connected to the Central Electric easement

matter – not to the 2009 SCHA Discrimination claim. That evidence is the HOA's 2010 General Ledger – Legal Expenses (Exhibit F Added; page 2 is RoA p.,209. On page 1 of Exhibit F, the 2010 HOA General Ledger, we find the \$889.50 which was identified on the minutes of the April 19, 2010 Special Meeting, p.2 IX #2, as Central Electric's contribution to McNair's document review of the easement deed documents (Exhibit D, added). Looking to the 2010 General Ledger Exhibit F p.1 we find that same \$889.50 as the third item dated March 16, 2010. Looking to the right on that row we find Central Electric easement identified as "Matter #51490". Looking at the first line on the next page, we see the infamous HOA \$2,500 check dated June 9, 2010 payable to McNair Law for the same "Matter #51490". This is conclusive evidence that the 2010 check was NOT (as the HOA stated in many places in the response brief, over the affirmative signature of the McNair attorneys) for the 2009 SCHA matter – but in fact for the Central Electric easement matter. Simply put, the HOA and its' attorneys perjured themselves over this central and controlling facts.

HOA Attorneys Had First Hand Actual Knowledge of the Truth

5. In most circumstances an attorney depends on the client being honest with the attorney. In this instance, however, the 2009 and 2010 checks were paid to McNair; the same McNair attorneys performed the actual legal services related to those payments; and McNair has possession of the Attorney – Client Retention Agreements which defines the purposes of representation. Per the Bar Rules, if an attorney even suspects fraud the attorney must not proceed. Here the signing attorneys in this case – the same attorneys who performed the 2009 and 2010 legal

services - have actual knowledge and evidence that what they wrote about the 2009 and 2010 checks is perjury – which includes misrepresentation on filed documents. See SC CODE SECTION 16-9-10 (B)(2).

What the HOA Wrote in the Response Brief

6. Respondent HOA's representation of the checks:

As is expanded upon below, identically in both the Initial and Final Response Brief(s) the HOA claimed that

(a) the 2009 check was paid to its' attorneys to defend against the 2009 complaint; and

(b) the 2010 check was paid to defend against the a discrimination claim filed by Jarmuth in 2009 against the HOA.

7. How the HOA "boxed itself" into a corner:

The original perjury and subordination of perjury by the HOA and its' attorneys in the trial court has caught up with them in their Brief filed in the Court of Appeals. At trial the HOA actually plead a different story – that the 2009 check was paid to defend the 2009 case and the 2010 check was paid to defend the 2010 case, but that discrepancy is not before this Court. What is before the court, as perjury and material fraud, is what the HOA subscribed to in the Response Brief(s) that it and its' attorneys filed in this Court.

In the HOA's Response Brief the HOA, falsely, plead that the 2010 check was for the SCHA matter. If reimbursable legal expenses incurred in connection with the 2009 and 2010 cases properly includes the HOA's deductible for the SCHA matter, why didn't the HOA honestly plead that the 2009 check was for the SCHA

matter – which it in truth was? The answer then is that they have asserted that the 2009 check was for the 2009 case and admitting that the 2009 check was for the SCHA matter leaves the 2010 check hanging. Clearly the 2010 check could not be for a 2010 case which had not yet been filed. Pleading the truth as to the 2009 check leaves the Respondent HOA with the admission that, in fact, the HOA never spent a single penny relating to legal expenses related to the 2009 or the 2010 litigation – neither to defend or to enforce covenants.

The explanation of how the HOA never incurred any legal expenses defending or prosecuting the 2009 and 2010 cases is found on page 15 of the HOA's Response Brief, in the HOA's "Directors & Officers Liability Policy" ("D&O") (Exhibit H, added), and in the HOA's 2009 General Ledger – Legal Expenses.

On page 15 of the HOA Response Brief the HOA wrote:

"No separate deductible was required for the 2010 Case, because it was related to the previous matters filed."

The HOA asserts that when the deductible has been satisfied on the HOA D&O, no further deductible is payable. It has been shown that no deductible was paid for the 2009 case either.

Looking at the HOA's D&O Policy, Exhibit H, added, Item #4, Retention, paragraph (b), the HOA's deductible is on an annual basis in the amount of \$2,500:

"\$2,500 all indemnified losses" [1]

The 2009 Complaint was filed April 7, 2009.

Looking at the HOA's 2009 General Ledger, Legal, Exhibit G added, the HOA paid a total of \$7,040.75 in legal fees to McCutcheon Law for various cases

1 "all", not "each".

unrelated to Jarmuth prior to the 2009 complaint. Enough of this was apparently applicable to the D&O to satisfy the HOA's deductible for 2009. As the HOA stated, the 2010 case was sufficiently related to the 2009 case to require no additional deductible. Any doubts are resolved by noting that the only payment by the HOA in 2009 to McNair Law was for the SCHA matter.

The motive for these lies about both checks is

(1) to explain the HOA's claim that the HOA paid \$5,000 in legal expenses in the 2009 and 2010 cases when they HOA actually spent nothing. The swing set related to the SCHA matter was never built hence no covenant violation.

(2) to envelope the two checks within the 2009 and 2010 cases, because the court clearly lacked subject matter jurisdiction to award Central Electric related expenses which are "foreign" to Jarmuth nor legal expenses defending a discrimination claim where the SCHA matter is outside the pleadings in the case (and where the demand by an accused for reimbursement of legal expenses spent to defend a discrimination investigation is itself criminal retaliation per 42 USC 35617, Retaliation, and 42 USC 3631, Criminal.).

8. The web of lies explained.

a. The 2010 Complaint was filed on October 12, 2010, four (4) months after the HOA wrote the (second) June 9, 2010 check to its' attorneys. In opposing the Motion to Dismiss (as to the 2010) check for lack of subject matter jurisdiction the HOA has abandoned its' earlier posture that the 2010 check was paid for the (not yet then filed) 2010 case.

In this appeal the HOA now claims that the 2010 check was paid for the

SCHAC matter – artfully avoiding stating in the brief the 2009 date of the discrimination claim and the 2010 date of the “2010” check.

ACTUAL FRAUDULENT HOA MIS-REPRESENTATIONS

9. What the HOA Respondent wrote in the Response Brief relating to the two checks:

a. Response Brief P.2 — 2009 check

“On April 7, 2009, Jarmuth commenced Civil Action No. 2009-CP-26-3596 ... (R. pp. 360-392). The Association filed an Answer on May 13, 2009 ... (R. pp. 185-188; 274-290). The defense of the Association was covered under its director's and officer's insurance; the Association paid a \$2,500.00 deductible in connection with defending the 2009 Case. (R. p. 279).”

b. Response Brief P.2 -- 2010 check

“While the 2009 Case was pending, Jarmuth filed a complaint with the South Carolina Human Affairs Commission (hereinafter "SCHAC") ... (R. pp. 198-201). The Association filed a response and paid an additional \$2,500 deductible in defending the matter;”

c. Response Brief P.8 -- footnote #2 – 2009 and 2010 checks:

“... the 2009 \$2,500 deductible was paid in connection with defending the 2009 Case ... The 2010 \$2,500 deductible was paid in connection with defending the SCHAC matter,”

d. Response Brief P.15 – 2009 and 2010 checks:

“The counterclaims further sought attorneys' fees and costs in bringing the counterclaims and enforcing Declaration against him. (Id.). Those fees were paid in the form of two \$2,500.00 deductibles to the undersigned counsel, the attorneys retained to defend the Association in the various matters filed by Jarmuth under the Association's director's and officer's insurance policy. (R. pp. 274-290). ... The first amount was paid after the 2009 Case was filed and the second amount was paid after SCHAC matter was initiated. (Id.) No separate deductible was required for the 2010 Case, because it was related to the previous matters filed.”

10. The HOA's artful use of the word “after” instead of the word “for” does not relieve the HOA (and its' attorneys) from the reach of the perjury statute which

includes misrepresentation.

a. **The 2009 Check:** The word “after” instead of “for” is meant to mislead. The intention is for the court to read the sentence as if it read “paid for the 2009 Case”. It was in fact paid “after” the 2009 case was filed but for the SCHA matter.

b. **The 2010 check:** The word “after” instead of “for” is likewise meant for the court to read this as having stated “paid for (the) SCHAC matter”. It was in fact paid “after” the 2009 SCHAC matter – more than a year “after” – but FOR the Central Electric matter.

APPROPRIATE REMEDIES

11. a. It is an outrage against justice for the HOA to benefit from willful and repeated perjury and misrepresentation about the central facts of the case with the intention of unjustly winning the appeal. The appropriate remedy must, as a minimum, include striking the Respondent’s Response Brief.

b. Whether the conduct of the HOA and its’ attorney constitutes civil or criminal contempt of the Court is a matter for the Court of Appeals to decide because a contempt affront is against the dignity of the court and the court, not the Appellant, is the harmed party.

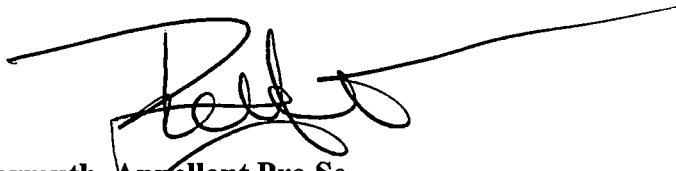
LIST OF EXHIBITS TO MOTION

- I. Exhibits From the Record on Appeal; included by reference:**
- 1. 2009 Complaint, 2009-CP-26-3596, Jarmuth v HOA et al., April 7, 2009. RoA p.134.**
 - 2. S.C. Human Affairs Discrimination Claim, August 17, 2009, RoA p.198.**
 - 3. October 15, 2009 HOA "2009 check" to McNair Law, RoA p.202.**
 - 4. HOA 2009 General Ledger, Legal Expenses, RoA p.203.**
 - 5. June 9, 2010 HOA "2010 check" to McNair law, RoA p.208.**
- II. Exhibits Added in this Motion:**
- A. October 25, 2009 HOA Response to SC Human Affairs Investigation.**
 - B. August 27, 2009 SCHA Letter to HOA Requiring Answers to Discrimination Claim.**
 - C. June 6, 2010 HOA Letter Announcing Special Meeting about Central Electric Condemnation. Easement settlement.**
 - D. April 4, 2010 HOA Minutes of Special Meeting (Central Electric).**
 - E. May 5, 2010 HOA Minutes of Board Regular Meeting (Central Electric).**
 - F. HOA 2010 General Ledger, Legal Expenses.**
 - G. HOA Director's & Officer's Liability Insurance Policy.**
 - H. HOA's 2009 General Ledger, Legal Expenses.**

CONCLUSION

12. Conclusions.

- a. The HOA Respondent falsely stated over affirmation that the 2009 check was paid for legal services related to the 2009 complaint.
- b. The 2009 check was actually related to the 2009 SCHA Discrimination investigation.
- c. The HOA Respondent falsely stated over affirmation that the 2010 check was paid for legal services related to the 2009 SCHA matter.
- d. The 2010 check was actually related to the 2010 Central Electric easement matter which has nothing to do with Appellant.
- e. The affirming HOA attorneys had personal, actual knowledge of the facts and that they were perjuring themselves when they falsely wrote about the checks.
- f. The Response Brief should be stricken.
- g. The underlying Appeal should be granted in favor of Appellant by default.



Ronald Jarmuth, Appellant Pro Se
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
March 7, 2017

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal No. 2016-001063

RECEIVED

MAR 07 2017

APPEAL FROM HORRY COUNTY SC Court of Appeals
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

CASE NUMBER 2009-CP-26-3596

Ronald Jarmuth

Appellant,

v.

The International Club

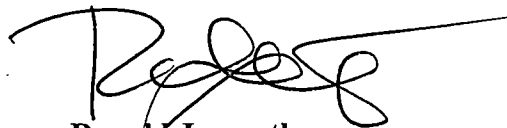
Respondent

PROOF OF SERVICE

I certify that on March 7, 2017 I served Appellant's Motion

"To Strike The Response Brief Because of HOA Perjury About Controlling Facts In
Appeal And For Further Relief" on Appeal by depositing a copy of same in the
United States Mail, postage prepaid, addressed to Respondent's attorney of record,
Henrietta Golding; McNair Law Firm, P.A.; 2411 Oak Street; Suite 206; Myrtle
Beach, SC 29577-3164.

March 7, 2017



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

REQUEST FOR INFORMATION

CASE NUMBER H-3-09-021

Ronald Jarmuth vs. International Club HOA, Inc.

Request for Information for the property located at: 249 Pickering Drive

1. Provide copies of, all homeowner records that include violations, approvals, and denial letters. Provide copies of information submitted by homeowners for approval also. Provide the following information for each homeowner.

- 1.1. Name
- 1.2. Date of tenancy
- 1.3. Familiar Status

Enclosed is a computer generated report entitled "International Club HOA, Inc. Architectural Report - 11/2/09" This report is bates stamped #00001 through #00025. If this request seeks documents of the Architectural Review Board (ARB), the following ARB documents bates stamped #000026 through #000160 are provided. These are "some" of the approvals and denials.

As to providing information for each homeowners in the International Club Community, enclosed are homeowners lists maintained by the Association. The homeowners lists do not set forth the commencement date of tenancy nor familiar status information. The Homeowners Association does not solicit this type of information, nor obtains or maintains this information in any form. The lists are bates stamped # 000161 through #000224.

2. Provide copies of all rules, regulations, policies, and procedures used to determine whether or not a play/swing set is approved or denied. If these rules, regulations, policies, and procedures are not written, how are homeowners and made aware of them?

Enclosed is the following:

- (a) Declaration of Covenants and Restrictions. (Bates stamped #000225 through #000279).
- (b) ARB Guidelines. (Bates stamped #000280 through #000291).

3. Provide a record of all approvals and denials made by the homeowner's association. Identify by:

- 3.1.1. Location of property
- 3.1.2. Familiar Status

A

As stated above, neither the International Club Homeowners Association nor its Architectural Review Board have any information relating to the familiar status of a

property owner. As to approvals and denials, the enclosed documents bates stamped #000026 through #000160 represent approvals and denials.

4. Provide copies of homeowner records that include violations, approvals, and denial letters for property 105 Pickering Drive. Also, include any information that is relevant to their play/swing set.

See documents bates stamped #000292 through #000295.

5. Provide copies of homeowner records that include violations, approvals, and denial letters for property 239 Pickering Drive. Also, include any information that is relevant to their play/swing set.

See documents bates stamped #000296 through #000302.

6. Provide copies of homeowner records that include violations, approvals, and denial letters for property 105 Keswick. Also, include any information that is relevant to their play/swing set.

See documents bates stamped #000303 through #000309.

7. Provide covenants that are specific to swing sets.

See the Declarations and ARB Guidelines.

8. What are alternatives to play/swing sets that are allowed under the covenants?

ARB Guidelines.

9. Provide names, addresses of all homeowners that presently have play/swing sets? What is the basis for these homeowners to be allowed to have a play/swing set and the basis for Complainant's denial?

As stated above, homeowners are permitted to have play sets/swing sets in the back of their yard. See Bates stamped #000310 through #000320.

10. Provide ARB guidelines and restrictions that limit where play/swing sets may be placed in a homeowner's yard.

ARB guidelines are enclosed.

11. Provide ARB guidelines that require play/swing sets to be placed in a homeowners back yard.

ARB guidelines are enclosed.

12. What information did you receive about the Complainant's familiar status for you to state that he doesn't have children?

Ms. Golding, the attorney for the International Club Homeowners Association, based her response upon information in Mr. Jarmuth's legal action in which he previously stated that he and his wife retired in the Myrtle Beach area, and he made no mention of any children.

13. Are there any homes in the community that have a swing/play set on the side of their home. Provide photographs of all homes that have swing/play sets.

No swing/play sets are on the side of any home in the International Club. The enclosed photographs are bates stamped #000321 through #000332.

14. Has the HOA ever approved an application for a swing/play set to be placed on the side of the home?

No.

15. Has any person or entity involved in the ownership, management, or rental of the property been the subject of a fair housing or discrimination investigation? If so, provide the following information:

15.1.1. Name of agency investigating the complaint

15.1.2. Agency case number

15.1.3. Nature of complaint

15.1.4. Disposition of complaint.

No.



STATE OF SOUTH CAROLINA



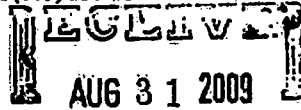
HUMAN AFFAIRS COMMISSION

2611 Forest Drive, Suite 200, Post Office Box 4490
Columbia, South Carolina 29240
(803) 737-7800 FAX (803) 253-4191

Telephone Device for the Deaf
(TDD) (803) 253-4125
To file complaints dial (803) 737-7800
or 1-800-521-0725 (In-State-Only)

Jesse Washington, Jr.
Commissioner

August 27, 2009



BY:.....

Mr. John Bianchi, Chairman
ARB, International Club Homeowners Association, Inc.
c/o KA Diehl & Associates, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576

Certified Receipt# 3867 3696

Re: Ronald Jarmuth vs. International Club Homeowners Association, Inc.
SHAC # H-3-09-021

Dear Mr. Bianchi:

The above referenced housing discrimination complaint was filed with the South Carolina Human Affairs Commission (SHAC) on August 27, 2009 pursuant to the South Carolina Fair Housing Law (31-21-120, S.C. Code of Laws of 1976, as amended). A copy of the complaint is enclosed.

You may file with this office an Answer to the complaint not later than ten (10) days after receipt of this letter. You may assert in your Answer any defense which might be available in a court of law. The answer must be signed and affirmed under penalty of perjury and may be reasonably and fairly amended at any time. The affirmation must state: "I declare under penalty of perjury that the foregoing is true and correct."

You are encouraged to read carefully the enclosed Notice. Contained in the Notice is important information regarding Rights under the Fair Housing Law and the processing of the complaint.

You will be contacted after your response has been received. If you have any questions, please contact Ms. Jessica L. White, Investigator in Charge, at (803) 737-7800.

Sincerely,

Jessica L. White
Investigator in Charge

JLW: jm

Enclosures

B

NOTICE

During the investigation of a complaint the South Carolina Human Affairs Commission (SHAC) invites and encourages the parties to reach a satisfactory resolution through conciliation efforts. Any conciliation reached will be based upon a mutual agreement by all the parties and be subject to the approval of SHAC.

Investigation of the complaint should be completed within 100 days after the filing of the complaint. If the investigation is not completed within 100 days, both parties will be advised in writing of the reasons for the delay.

The purpose of the investigation is to determine whether reasonable cause exists to believe that discrimination has occurred or is about to occur. Upon completion of the investigation SHAC will issue an order either of dismissal or for a hearing.

If the order is for dismissal, both parties will be so notified and the complainant may bring an action against the respondent in Circuit Court.

If the order is for a hearing, the Commissioner shall attach to it a notice and a copy of the complaint and require the respondent to answer the complaint at a time and place specified in the notice and shall serve upon complainant and respondent a copy of the order, the complaint, and the notice.

Either party may elect to have the claims asserted in the complaint decided in a civil action. The Commissioner's notice must be sent to all parties and inform them of their right to take civil action. An election must be made within twenty days after receipt of the notice. A party making this election shall notify the Commissioner and all other parties. The complainant will be represented by the state of South Carolina at no cost to complainant.

The complainant has the right to file civil action in Circuit Court, which civil action must be commenced not later than one year after occurrence or termination of an alleged discriminatory housing practice. However, it shall not be commenced if SHAC has begun a hearing on the matter. The one year time limitation is exclusive of any time period which may lapse during the pendency of the complaint before SHAC. However, the time period does include the time during which an action arising from a breach of a conciliation agreement reached under Section 31-21-120(D) is pending.

In the absence of an election to have the matter decided in a civil action in Court, a hearing will be conducted before a panel of three Commissioners who will issue findings of fact and conclusions of law. The Panel shall have authority to grant appropriate relief, including actual damages and civil penalties.

Retaliation against any person for participation in any manner in the enforcement of the South Carolina Fair Housing Law is a discriminatory housing practice that is prohibited under Section 31-21-80 of the Law.

August 25, 2009

HOUSING DISCRIMINATION COMPLAINT

CASE NUMBER: H-3-09-021

1. **Complainants**

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576

2. **Other Aggrieved Persons**

Angela Jarmuth, Wife
249 Pickering Drive
Murrells Inlet, SC 29576

Briona Spraker, Daughter
249 Pickering Drive
Murrells Inlet, SC 29576

Anne Spraker, Daughter
249 Pickering Drive
Murrells Inlet, SC 29576

Kyrstan Spraker, Daughter
249 Pickering Drive
Murrells Inlet, SC 29576

3. **The following is alleged to have occurred or is about to occur:**

Discriminatory terms, conditions, privileges, or services and facilities.

4. **The alleged violation occurred because of:**

Familial status.

5. **Address and location of the property in question (or if no property is involved, the city and state where the discrimination occurred):**

249 Pickering Drive
Murrells Inlet, SC 29576

6. **Respondent(s)**

Jay Cartman, ARB Member
International Club Homeowners Association, Inc.
c/o KA Diehl & Associates, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576

John Bianchi, Chairman
ARB, International Club Homeowners Association, Inc.
c/o KA Diehl & Associates, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576

7. **The following is a brief and concise statement of the facts regarding the alleged violation:**

I have children under the age of 18; therefore, I belong to a class of persons whom that act protects from discrimination. I requested approval of a child's swing set to be erected on the right side of my house. On August 5, 2009, the Architectural Review Board denied my request, stating "The installation of a swing set on the side of a home which is visible to the street and infringes on other homeowner's enjoyment of their property is prohibited." I contend that the reason given is pretextual in that other residents have objects erected in their yards that are visible to the street. I believe that my neighbor and Board member, Jay Cartman, acted in his capacity as a Board member and used his influence to sway the Board to reject my request because I believe that he does not want children near his home. I therefore believe that I am being discriminated against on the basis of familial status, in violation of the Fair Housing Act.

8. **The most recent date on which the alleged discrimination occurred:**

August 5, 2009.

9. **Types of Federal Funds Identified:**

None.

10. **The acts alleged in this complaint, if proven, may constitute a violation of the following:**

Section 804b or f of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

Please sign and date this form:

I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.

Ronald Jarmuth
Ronald Jarmuth

(Date)

8-26-2009

NOTE: HUD WILL FURNISH A COPY OF THIS COMPLAINT TO THE PERSON OR ORGANIZATION AGAINST WHOM IT IS FILED.



STATE OF SOUTH CAROLINA



614

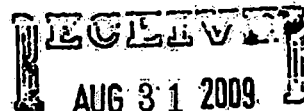
HUMAN AFFAIRS COMMISSION

2611 Forest Drive, Suite 200, Post Office Box 4490
Columbia, South Carolina 29240
(803) 737-7800 FAX (803) 253-4191

Telephone Device for the Deaf
(TDD) (803) 253-4125
To file complaints dial (803) 737-7800
or 1-800-521-0723 (In-State-Only).

Jesse Washington, Jr.
Commissioner

August 27, 2009



BY:-----

Mr. Jay Cartman, ARB Member
International Club Homeowners Association, Inc.
c/o KA Diehl & Association, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576

Certified Receipt # 3867 3689

Re: Ronald Jarmuth vs. International Club Homeowners Association, Inc.
SHAC # H-3-09-021

Dear Mr. Cartman:

The above referenced housing discrimination complaint was filed with the South Carolina Human Affairs Commission (SHAC) on August 27, 2009 pursuant to the South Carolina Fair Housing Law (31-21-120, S.C. Code of Laws of 1976, as amended). A copy of the complaint is enclosed.

You may file with this office an Answer to the complaint not later than ten (10) days after receipt of this letter. You may assert in your Answer any defense which might be available in a court of law. The answer must be signed and affirmed under penalty of perjury and may be reasonably and fairly amended at any time. The affirmation must state: "I declare under penalty of perjury that the foregoing is true and correct."

You are encouraged to read carefully the enclosed Notice. Contained in the Notice is important information regarding Rights under the Fair Housing Law and the processing of the complaint.

You will be contacted after your response has been received. If you have any questions, please contact Ms. Jessica L. White, Investigator in Charge, at (803) 737-7800.

Sincerely,

Jessica L. White
Investigator in Charge

JLW: jm

Enclosures

INTERNATIONAL CLUB HOA
NOTICE OF SPECIAL MEETING

Dear International Club Homeowners:

April 6, 2010

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

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

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

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

Sincerely,

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

C

INTERNATIONAL CLUB HOA MASTER ASSOCIATION EASEMENT COMPENSATION

1. LANDSCAPE PACKAGE – Materials and Labor to be provided by Central Electric

a.	32	Indian Hawthorne	(2-5')
b.	26	Savannah Holly	(6-8')
c.	22	Wax Myrtle	(4-5')
d.	4	Palmetto Palm	(8-10')

2. EASEMENT COMPENSATION \$83,000 to be dispersed as follows:

SPECIAL MEMBERS' MEETING EXPENSES \$3,000

\$889.50	Attorney fee for review
\$600.00	Certified Public Accountant fee for review
\$300.00	Videographer fee
\$198.00	School rental fee
\$365.12	Cost of postage & mailing of meeting notice to 670 homeowners
\$134.00	Cost to prepare disbursement checks to 670 homeowners
\$294.80	Cost of envelopes & postage to mail checks to 670 homeowners
\$150.00	Cost for K.A. Diehl staff to perform meeting Recording Secretary Duties
\$ 68.58	Cost of Administrative Expenses
<u>\$3,000.00</u>	Total Meeting Expenses

BREAKDOWN FOR REMAINING FUNDS \$80,000

\$50,250	Funds to be distributed to 670 homeowners at the rate of <u>\$75 per unit owner</u>
\$15,000	Funds for potential Master Association landscaping projects (TBD)
\$10,000	Funds to be deposited in money market account for contingent expenses
\$ 4,750	Funds for tax liability (\$2,186 quoted by our CPA – balance as cushion)
<u>\$80,000</u>	Total Allocations

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.
SPECIAL MEETING

APRIL 19, 2010
6:00 P.M.

MINUTES

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

- I. Call to Order
The hour having been reached for the stated Special Meeting for the International Club Homeowners' Association, Inc. was called to Order. As is the custom of the International Club, the chairman appointed Julie Case as the recording secretary for the meeting.
- II. All Members in attendance were asked to please stand for the pledge of allegiance.
- III. Welcoming Statement
Chairman Toth thanked all Members present for attending this informational Special Members Meeting.
- IV. Introductions
Present from the Board of Directors were Rosemary Toth, President of the HOA Board of Directors and Chairperson of this meeting, Maureen Sullivan/Vice President, Bill Freiboth/Director at Large, John Bianchi/Treasurer and Camille Noonan/Secretary. Representative from Central Electric Power was Bill Rogers, who is Manager of Rights of Way and Bill Saunders, Representative of CEP. Also accompanying Bill was Dwight Hollifield, General Manager of PIKE Energy Solutions. The Representative from K.A. Diehl & Associates was Julie Case Assistant Manager and served as the recording secretary. Also present was videographer Chuck Stokes with Stages Video Myrtle Beach SC.
- V. Opening Statement
The purpose of the Special Members Meeting is to formalize an easement that the Board of Directors is granting to Central Electric Power Cooperative, Inc.
- VI. Proof of Mailing
Rosemary stated that she has been handed a copy of the Notice and Proof of Mailing for this Special Members meeting. They appear to be in good order and will be filed with the Official Records of the Meeting.

D

VII. Central Electric

Bill Rogers from Central Electric explained to the Membership the plan to install power lines that will extend across Tournament Blvd. and International Club Blvd. He went into great detail of the location and the impact it will have to the area. Multiple visual plans were on display to illustrate the outcome of this project. Mr. Rogers revealed all details of the planning process and assured the Membership that all areas of possible concern were studied and taken into consideration.

VIII. Questions Relative to the Installation of the Power Lines

Homeowners were provided the opportunity to ask questions and express their concerns relative to the install of the power lines to representatives from Central Electric Cooperative as well as the Board of Directors. One collective concern was the impact to property value, which was addressed by a local independent real estate survey provided by Central Electric Cooperative. Additionally, each homeowner inquiry, covering a vast array of topics, was addressed on an individual basis providing substantial data to support the direction of the officially approved plan.

IX. International Club HOA Master Association Easement Compensation

Vice President Sullivan presented an informational breakdown on the amount and distribution of the funds that will be received from Central Electric Power.

1. Landscaping package – materials and labor to be provided by Central Electric
 - a. 32 Indian Hawthorne (2-5')
 - b. 26 Savannah Holly (6-8')
 - c. 22 Wax Myrtle (4-5')
 - d. 4 Palmetto Palm (8-10')

2. **EASEMENT COMPENSATION \$83,000.00 to be dispersed as follows:**
 - Special Members Meeting Expenses \$3,000
 - \$889.50 Attorney fee for review
 - \$600.00 CPA fee for review
 - \$300.00 Videographer fee
 - \$198.00 School rental fee
 - \$395.12 Cost of postage & mailing of meeting notice to 670 homeowners
 - \$294.80 Cost of envelopes & postage to mail checks to 670 homeowners
 - \$150.00 Cost for K.A. Diehl staff to perform Recording Secretary Duties
 - \$68.58 Cost of administrative expenses

\$3,000.00 Total Meeting Expenses

Breakdown for remaining funds \$80,000.00

\$50,250 Funds to be distributed to 670 homeowners at the rate of \$75.00 per unit owner

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

\$80,000 Total Allocations

X. Motion to Grant the Easement

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


Motion made by: Bill Freiboth
Seconded by: John Bianchi
Vote: Passed unanimously with a roll call vote

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

XI. Adjournment

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

Motion made by: John Bianchi
Seconded by: Bill Freiboth
Vote: Passed unanimously

Respectfully submitted by: 

Julie Case, Acting Recording Secretary

Approved by: 

Rosemary Toth, President

INTERNATIONAL CLUB PROPERTY OWNERS ASSOCIATION, INC.

**BOARD OF DIRECTORS MEETING
MINUTES**

MAY 5, 2010 6:30 PM

The regular meeting of the Board of Directors was held on Wednesday May 5, 2010 at the International Club Amenity Center located at 1551 International Club Blvd. in Murrells Inlet, SC.

I. Pledge of Allegiance / Opening of Meeting

All members present stood for the pledge of allegiance before the meeting commenced. The meeting was called to order at 6:30 P.M. Board of Directors present were Rosemary Toth, Maureen Sullivan, Bill Freiboth, Camille Noonan and John Bianchi. Also present were Beckie Abel and Julie Case with K.A. Diehl & Associates.

II. Approval of Meeting Minutes

A. Board of Directors Meeting, February 4, 2010

A motion was made to approve the February 4, 2010 Board of Directors Meeting Minutes as written.

Motion made by: Maureen Sullivan
Seconded by: Bill Freiboth
Vote: Passed unanimously

B. Central Electric Power Meeting, April 19, 2010

A motion was made to approve the April 19, 2010 Central Electric Power Special Members Meeting Minutes as written.

Motion made by: John Bianchi
Seconded by: Bill Freiboth
Vote: Passed unanimously

III. Reports

A. Treasurer's Report – John Bianchi

Treasurer Bianchi reported on the current financial status of the community. This information can be found on the website under the DOCUMENTS tab, financials, audits, budgets, reserve study / Financial Statements & Budgets / Master Association Statements (and) P.A.C.e Statements.

B. Secretary's Report – Camille Noonan

Camille commented on the first quarter reports that were submitted to the various contact forms on the community website. She shared that the contact forms online have been very successful for communication with the homeowners. She encouraged people to continue to use the site for information and to continue to send the Board reports, suggestions and commentary. This quarter statistics are listed below.

E

Contact the Board/Maintenance Requests 1/1/2010-3/1/2010

Contact the Board Requests:

Amenity Center	34
ARB	4
Web	6
Pool	8
Other	11

65

Maintenance Requests:

Landscaping/Lighting	10
Amenity Center/Fitness	12

22

Total= 87

IV. Committee Reports

A. ARB

Mark Shaffer, Chairman of the ARB reported on the last quarter of ARB requests. In the month of March there were 5 submittals, in April 17 submittals and in May 16 submittals reviewed. He reported that the committee is currently working on revising the guidelines.

B. Building Committee

Dotty Payton shared numerous items that the Building Committee has been working on. Their full report is attached as **EXHIBIT A**.

C. Golf Course Committee

Bob Buller introduced the Golf Course Committee and their roles as well as provided an update on the upcoming Committee events. Their full report is attached as **EXHIBIT B**.

D. Neighborhood Watch

Bill Dear announced that Neighborhood Watch has been inactive but they plan to get it going again during May. He stated that they will be dedicating block captains for the community. They will be reconstructing their committee once the school season ends and threat becomes eminent.

E. Pool Committee

Joan Gray reported that Tom Bielli of the Pool Committee will be training the new pool attendant for the upcoming summer season. The pool attendant will start Memorial Day weekend. The storage box for the chemicals is in place and the door on the storage room can now be taken care of. Ms. Gray thanked everybody for their help and patience as they got everyone registered for the pool season. The Pool Committee previously obtained a bid to install a panic button for the pool gate and they recommended to the Board to accept the proposal.

F. Social Committee

Sandy Bianchi gave the report for the Social Committee and announced the Committees upcoming events. Their full report is attached as **EXHIBIT C**.

G. Welcome Committee

Cheryl Chmilewski reported on the Welcome Committee and their full report is attached as **EXHIBIT D**.

V. Old Business

A. Website update – Bill Freiboth

Bill Freiboth updated the owners on the progress of the website and the full report is attached as **EXHIBIT E**.

VI. New Business

A. Pond Algae & Mowing Resolution

Chairman Toth reported that there were many complaints regarding the algae in the ponds. Unfortunately, some of the ponds that were of issue were not maintained by the Association as they are golf course property. Algae in the ponds that the Association maintains have been treated. Due to the time of year, it will take a while to get them up to standard.

She also shared an action without a meeting on the areas the Board approved to have maintained and is attached as **EXHIBIT F**. The pond banks that are adjacent to owners properties will be maintained, however, the banks that are not, will remain in their natural state.

B. ARB Appointment

Chairman Toth announced that ARB alternate, Jane Bowers, has been appointed to the ARB. There is an available seat as an alternate if anyone is interested in serving on the ARB.

C. New Violation Policy

Vice President Sullivan announced that as of May 1, 2010 a new violation policy was adopted. She shared the progressive steps in detail. The final notice will be a hearing scheduled with a hearing fine of \$75.00.

D. Summer Newsletter

The Summer Newsletter will be sent out by the end of June.

A motion was made to accept the proposal from ADT to install a panic button at a cost of \$495.00.

Motion made by: Maureen Sullivan
Seconded by: Bill Freiboth
Vote: Passed unanimously

A motion was made to have county installed metal post speed limit signs replaced with our community standard wood signs. The damaged curve sign will also be replaced. New signs are not to exceed \$700.00.

Motion made by: Maureen Sullivan
Seconded by: John Bianchi
Vote: Passed unanimously

VII. Open Forum

The owners were given the opportunity to ask the Board of Directors and they were answered accordingly.

VIII. Schedule of Next Meeting

The next scheduled meeting of the Board will be held on Wednesday August 4th at 6:30 P.M.

IX. Adjournment

A motion was made to adjourn the meeting at 8:00 P.M.

Motion made by: John Bianchi

Seconded by: Maureen Sullivan

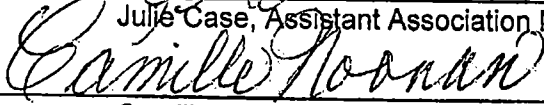
Vote: Passed unanimously

Respectfully submitted by:



Julie Case, Assistant Association Manager

Approved by:



Camille Noonan, Secretary

GENERAL LEDGER TRIAL BALANCE

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

Starting date: 01/01/10
 Ending date: 12/31/10

Acct#	Description	Begin balance	Total DR	Total CR	Net change	End balance
-------	-------------	---------------	----------	----------	------------	-------------

620-000	Legal Services	.00	9,232.99	3,607.37	5,625.62	5,625.62
---------	----------------	-----	----------	----------	----------	----------

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/15/10	AP0000	VH4028	250.15		MCCUTCHEN,MUMFORD,VAUGHT,	File #52857
02/28/10	AP0000	VH4116	125.00		MCCUTCHEN,MUMFORD,VAUGHT,	Dec 2009 legal svcs
03/16/10	AP0000	VH4154	889.50		MCNAIR LAW FIRM, P.A.	Matter #051490.00003
04/30/10	GJ0284	VH4154		889.50	R/C McNair-easemnt exp	
05/13/10	AP0000	VH4986	585.00		PATRICK & STATHOS, LLC	File #07-076 legal svcs
06/01/10	GJ0305	AUDITOR		250.15	Accrue expenses	
06/01/10	GJ0305	AUDITOR		125.00	Accrue expenses	

F

GENERAL LEDGER TRIAL BALANCE

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

Starting date: 01/01/10
Ending date: 12/31/10

Acct.#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
06/09/10	AP0000 VH5044	2,500.00		MCNAIR LAW FIRM, P.A.		051490.00002
06/09/10	AR0000 7898		992.34	atty p&s fees 104-H041		
06/30/10	AP0000 VH5079	325.00		MCCUTCHEN,MUMFORD,VAUGHT,		Legal services
07/06/10	AR0000 AR06		250.00	Owner Expense Adjust.		
07/13/10	AP0000 VH5096	250.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #54033HC
07/21/10	AP0000 VH5146	176.11		MCNAIR LAW FIRM, P.A.		Prof svcs thru 6/30/10
07/30/10	AP0000 VH5163	325.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #53135HC legal svcs
08/31/10	AP0000 VH5216	125.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #54447HC legal svcs
09/29/10	AP0000 VH5272	250.00		MCCUTCHEN,MUMFORD,VAUGHT,		Re:Thomas Zegray
10/08/10	AR0000 AR06		175.00	Owner Expense Adjust.		
10/12/10	AP0000 VH5311	175.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #54450HC legal svcs
11/10/10	AP0000 VH5355	275.38		MCCUTCHEN,MUMFORD,VAUGHT,		File #54031HC legal svcs
11/10/10	AP0000 VH5356	325.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #54444HC legal svcs
11/10/10	AR0000 AR06		325.00	Owner Expense Adjust.		
11/10/10	AR0000 AR06		275.38	Owner Expense Adjust.		
11/17/10	AP0000 VH5382	913.90		MCNAIR LAW FIRM, P.A.		Matter #051490.00004
11/30/10	AP0000 VH5403	325.00		MCNAIR LAW FIRM, P.A.		Matter #051490.00003
12/08/10	AP0000 VH5412	5.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #55269HC
12/17/10	AP0000 VH5443	562.95		MCNAIR LAW FIRM, P.A.		Matter #051490.00004
12/17/10	AP0000 VH5444	275.00		MCNAIR LAW FIRM, P.A.		Matter #051490.00003
12/17/10	AP0000 VH5445	250.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #55270HC
12/17/10	AP0000 VH5449	325.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #54446HC legal svcs
12/20/10	AR0000 AR06		325.00	Owner Expense Adjust.		

GENERAL LEDGER TRIAL BALANCE

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

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

Acct#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
-------	-------------	---------------	----------	----------	------------	-------------

620-000	Legal Services	.00	32,038.50	5,697.00	26,341.50	26,341.50
---------	----------------	-----	-----------	----------	-----------	-----------

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/27/09	AP0000	VH3265	4,672.50		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
02/24/09	AP0000	VH3327	1,848.25		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
03/17/09	AP0000	VH3381	520.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
04/21/09	AP0000	VH3456	3,568.50		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
04/30/09	AP0000	VH3473	861.50		MCCUTCHEN,MUMFORD,VAUGHT,	3/30/09-4/24/09 srvs
04/30/09	AP0000	VH3474	1,060.00		MCCUTCHEN,MUMFORD,VAUGHT,	4/16/09-4/28/09 srvs
04/30/09	AP0000	VH3475	1,900.00		MCCUTCHEN,MUMFORD,VAUGHT,	3/31/09-4/21/09 srvs
06/01/09	GJ0167	AUDIT		4,577.00	To accrue 123108 expenses	
06/01/09	GJ0167	AUDIT		1,120.00	To accrue 123108 expenses	
06/04/09	AP0000	VH3541	80.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #51413
06/04/09	AP0000	VH3542	920.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #51294

G

GENERAL LEDGER TRIAL BALANCE

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

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

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



11A

January 15, 2009

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



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

Dear Beckie:

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

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

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

Kindest Regards,

Robin E. Rossi
Customer Service Representative

#RENENCO1

H

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

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

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



NON-PROFIT MANAGEMENT AND ORGANIZATION LIABILITY
INSURANCE POLICY

DECLARATIONS

POLICY NO. 104460544

Travelers Casualty and Surety Company of America
Hartford, CT 06183
(Herein, the "Insurer")

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

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

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

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

ITEM 2. POLICY PERIOD:

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

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

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

ITEM 4. RETENTION:

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

ITEM 5. PREMIUM:

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

ITEM 6. PREMIUM FOR DISCOVERY PERIOD: \$1,451.25

ITEM 7. LENGTH OF DISCOVERY PERIOD: 365 days.

ITEM 8. NOTICE REQUIRED TO BE GIVEN TO THE INSURER SHALL BE ADDRESSED TO:

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

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

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
March 7, 2017

RECEIVED

MAR 07 2017

SC Court of Appeals

The Honorable Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211-1629
803-734-1890

Re: **Appellant's Motion to Strike The Response Brief Because of HOA Perjury About Controlling Facts in Appeal And For Further Relief 2009CP263596 in the Court of Common Pleas, Horry County**
Appellate Case No. 2016-001063

Dear Madam Clerk:

Please file the attached "Motion to Strike The Response Brief Because of HOA Perjury About Controlling Facts in Appeal And For Further Relief", which I provide as one unbound plus six bound copies, together with my check in the amount of twenty five dollars, the motion filing fee.

Thank you for your attention to this matter.

Sincerely,



Ronald Jarmuth
Appellant Pro Se
249 Pickering Drive
Murrells Inlet, SC 29576

Enc: as

Cf: Henrietta Golding, Attorney for Respondents