

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

-----  
**APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas**

**The Honorable Mikell R. Scarborough, Master in Equity**

-----  
**Case No. 2014-CP-10-05407  
2017-CP-10-04031**

**RECEIVED**  
JUL 30 2018  
SC Court of Appeals

-----  
**Churchill Park, Respondent**

**v.**

**Alan G. Nix, Norma J. Nix and the Estate of Norma J. Nix, Defendants,**

**Of which Alan G. Nix is the Appellant**

-----  
**Appellate Case Number 2018-000056**

-----  
**APPELLANT'S MOTION TO CLARIFY AND RECONSIDER ORDER OF JULY 17,  
2018 DENYING APPELLANT'S LEAVE TO FILE RULE 60(b) MOTION**

In accordance with Rule 60(b), SCRPC, Appellant Alan Nix submitted a motion on May 23, 2018 seeking leave of the SC Court of Appeals to file a Rule 60(b) motion in the Charleston County Court of Common Pleas. On July 19, 2018, Appellant received notice of the Order of July 17, 2018 denying Appellant's motion. Appellant submits this motion requesting the Court of Appeals to clarify the basis of the Court's denial of Appellant's motion as well as to reconsider the Appellant's motion for leave to file a Rule 60(b) motion in the lower court.

The Order of the Court of Appeals, dated July 17, 2018, denying Appellant's motion for leave to file a rule 60(b) motion states that "After careful consideration, Appellant's motion for

leave to file a Rule 60 motion is denied”. Appellant requests the Court to clarify what information the Court carefully considered in making its determination, when and where (or from whom) the information was obtained, as well as the facts and / or law the Court relied upon to determine it was proper to deny Appellant’s motion for leave to file a Rule 60 motion.

Given Appellant did not cite any of the issues he intended to include in a Rule 60(b) motion when the original motion for leave was filed on May 23, 2018, Appellant is including in this motion for reconsideration a sample of the more egregious issues that he was preparing to include in a Rule 60 motion when the Court of Appeals reinstated the appeal on May 9, 2018.

1. Inaccurate Affidavit of Attorney fees. Exhibit A to this motion and hearing Exhibit “7”.
  - a. Line item three of the affidavit, notarized on September 26, 2017, reads:
    3. Plaintiff has incurred attorneys' fees and costs in the amount of \$17,844.64.
  - b. On March 17, 2018, Appellant received the letter included as Exhibit B to this motion. The last paragraph of the first column of page six, which continues onto the top of the second column, reads:

**Over the last year our HOA has spent a significant amount of time working to control legal expenses effecting our community finances. After starting the new term May 1<sup>st</sup> our new board received invoices totaling over \$7K for legal work requested earlier in the year. After hundreds of emails and a few tough negotiation phone calls we are happy to share that we were able to negotiate the final fees to \$2440 saving our community \$4500! We consider this a significant accomplishment. We have since implemented bylaws to ensure all future services requested by any board member require detailed quotes with well-defined deliverables to avoid any open-ended requests in the future.**

- c. Based on the information contained in Exhibit B, received almost six months after the notarization of the Affidavit of Attorney Fees, it appears extremely unlikely that the Plaintiff had “incurred” attorneys’ fees and costs in the

amount of \$17,844.64 as of September 26, 2017, For the benefit of the Court, the original stated amount from Exhibit B of “over \$7k”, even extrapolated to its rational maximum of \$7,999, represents less than 45% of the claimed “incurred” attorneys’ fees and costs of \$17,844.64, and the \$2,440 amount represents less than 14% of the claimed “incurred” attorney fees and costs.

- d. Twenty one time entries between March 7, 2017 and August 15, 2017 appear to be related to 1) the apparent ongoing confusion of Plaintiff’s attorneys of how to properly restore a case allegedly dismissed for a 40(j) agreement 2) related to small claims case 2017CV1011500354 3) related to other neighborhood issues or 4) SC Department of Consumer Affairs complaint C17-01031.
  - e. Plaintiff’s attorneys double charged time on May 15, 2017.
  - f. Fourteen time charging entries are redacted, consequently making it impossible to determine if the time charged is appropriate, especially in light of the issues cited in d. above.
2. Inaccurate statement of account by date managed by “professional property manager” company(s) and corporation name.
- a. Exhibit C of this motion is hearing Exhibit 11.
  - b. Exhibit C represents that SCS (Southern Community Services, LLC) managed the subdivision between “1/13 – 7/14”.
  - c. Exhibit D of this motion is hearing Exhibit 3.
  - d. Exhibit D is dated July 28, 2014 and has a heading which reads “Resident Transaction Report, Churchill Park, Start Date 5/31/2004”.
  - e. To the left and slightly below, is “PW-CHU, Churchill Park, Mt. Pleasant, SC 29466.
  - f. The first line of the statement reads “0022 / 10 / Alan Nix / App# / 5810 / Beg Bal / 0.00.
  - g. The next to last line of the second page reads “ Chg / 0728/2014 / ls / Admin Fee / 150.00 / 1601.01” The last line reads “End Bal / 1601.01.
  - h. The Appellant received Exhibit E of this motion on April 25, 2018. Comparing and contrasting Exhibit E to Exhibit D (hearing Exhibit 3), it

appears as if the name at the top of Exhibit D has been changed from “Park West Master Association, Inc.” to “Churchill Park” and that Southern Community Services, LLC was in charge of the account at least through December 2, 2014, not July 28/31, 2014, as was represented to the Court on September 26, 2017. To wit:

- i. The title at the top is identical to Exhibit D (hearing Exhibit 3) except it is clear and states “Park West Master Association, Inc., and has an end date of 04/25/2018, where Exhibit D is not clear, states “Churchill Park”, and only has a start date.
- ii. To the left and slightly below is essentially identical with the minor exception of “Churchill Park” being on the same row as “PW-CHU” rather than one line below.
- iii. The first line of the account statement is identical on both exhibits. Of special note, the account number “5810” is identical on both exhibits.
- iv. The two “Chg” entries dated 12/02/2014 on Exhibit E are of importance. The first entry reads “Chg / 12/02/2014 / M6 / PAST DUE(LATE) PRK W / 10.00 / 2.223.51” The second entry reads “Chg / 12’02/2014 / NL / Neighborhood Late Fee / 25.00 / 2,248.51”
- v. Appellant is of high confidence that the first entry is for Park West Master Association, Inc. and the second entry for 12/02/2014 is for one, or more, of the various entities utilized to refer to the Churchill Park subdivision in the Park West community of Mount Pleasant, SC.
- vi. For reasons not completely known to Appellant at this time, it appears the Plaintiff, Plaintiff’s attorneys, and potentially Plaintiff’s current and /or previous agents manipulated hearing Exhibit 3 to 1) represent that the report was for “Churchill Park” instead of the real entity “Park West Master Association, Inc.”, and 2) that Park West Master Association Inc.’s management company, Southern Community Services, LLC, was not managing the Churchill Park subdivision during the period August 1, 2014 until sometime after December 2, 2014.

3. Exhibit F to this motion is hearing Exhibit 10.
  - a. As of the date of this motion, Exhibit 10 remains unfiled with the Charleston County RMC / ROD. See Exhibit G.
  - b. Plaintiff and Plaintiff's attorneys' utilized this Exhibit to attempt, at the 11<sup>th</sup> hour, to establish standing for "Churchill Park", rather than the real party in interest, Churchill Park Homeowners' Association, Inc. or Park West Master Association, Inc., depending on whether the "Assignment of Lien and Foreclosure Rights" (Exhibit H) dated April 16, 2013, notarized by Ms. Trotter of McCabe, Trotter and Beverly, P.C. on April, 24, 2013, is enforceable.
  - c. Judge Scarborough was notified and aware that this document remained unfiled with the Charleston County ROD / RMC when he signed the Order on November 9, 2017.

WHEREFORE, Appellant Alan Nix respectfully requests this Court:

1. Clarify the circumstances, information and basis for the Court's Order of July 17, 2018 denying Appellant's motion for leave to file a Rule 60(b) motion.
2. In light of the subset of information and issues cited in this motion for reconsideration, grant Appellant's motion for leave to file a Rule 60(b) motion.
3. Or, in the alternative, grant Appellants equitable tolling of the statute of limitations of all possible claims and / or counter claims, including, but not limited to, malicious prosecution, against all currently named and / or unnamed parties, during the pendency of these appeals, which Defendants / Appellant were not allowed to claim or join due to the Charleston County Master in Equity Court's ongoing pattern of mismanagement of the involved cases and the violation of Appellant's Due Process rights.
4. Any other and further relief as the Court deems just, prudent, and proper.

Signatures on next page

Dated: July 26, 2018

Respectfully submitted,



---

Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466  
(843) 991.4170  
[alan.g.nix@gmail.com](mailto:alan.g.nix@gmail.com)

# The South Carolina Court of Appeals

Churchill Park, Respondent,

v.

Alan G. Nix, Norma J. Nix and the Estate of Norma J.  
Nix, Defendants,

of which Alan G. Nix is the Appellant.

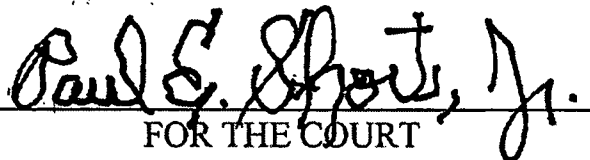
Appellate Case No. 2018-000056

---

## ORDER

---

After careful consideration, Appellant's motion for leave to file a Rule 60 motion is denied.

  
FOR THE COURT

Columbia, South Carolina

cc:

Alan G. Nix

Stephanie Carol Trotter, Esquire

Sally C. Newman, Esquire

The Honorable Mikell R. Scarborough.

**FILED**

July 17, 2018

# **Exhibit**

# **A**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Churchill Park,

Plaintiff,

v.

Aland Nix and the Estate of Norma Nix,

Defendants

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-10-04031

**AFFIDAVIT OF ATTORNEYS FEES**

17990.10 TMM

PERSONALLY APPEARED before me Todd M. Musheff, who, being first duly sworn and cautioned deposes and says as follows:

1. Deponent is an attorney licensed to practice law in the State of South Carolina and is Special Counsel with the law firm of McCabe, Trotter & Beverly, P.C.

2. Deponent's law firm was retained by Plaintiff to file and foreclose a lien against Defendant's property for unpaid homeowners' association dues.

3. Plaintiff has incurred attorneys' fees and costs in the amount of \$17,844.64.

4. Of that amount, \$681.74 is attributable to the hard costs of addressing the Nix delinquency, \$1,900 is attributable to the fee arrangement running up through the time the foreclosures became contested and \$15,262.90 is attributable to attorneys fees incurred after the foreclosure became contested, and in this case specifically beginning primarily in March 2017, with approximately 2.3 hours of time for \$362.50 of work performed in 2014 o 2016

5. The attorney's fees are based on a contractual flat rate fee for pre-foreclosure services and an hourly rate for services provided in prosecuting the foreclosure action.

6. Plaintiff's contract with Deponent provides for a flat rate fee of \$415.00 for filing the lien and services attendant thereto. The contract further provides for a flat rate of \$150.00 for sending a final pre-foreclosure demand letter. The contract also provides for a flat rate fee of \$1500 for foreclosure matters that are uncontested. However, where the foreclosure is contested or includes defense of counterclaims, the contract provides for an hourly fee. Attached hereto as



Exhibit A is a billing summary showing the detailed hourly time entries. Deponent's firm has expended at a minimum the following hours:

- a. Deponent: 52.55 hours at a rate of \$275.00/hour;
- b. Associate attorneys of McCabe, Trotter & Beverly, P.C.: 1.5 hours at a rate of \$175.00/hour;
- c. Paralegal staff of McCabe, Trotter & Beverly, P.C.: 5.3 hours at a rate of \$125.00/hour).

7. Under *Dede v. Strickland*, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charged in the locality for similar services, and the beneficial result obtained. These factors, as applied in this case, are as follows:

- a. **Nature, Extent, and Difficulty of the Legal Services Rendered:** As stated earlier, this is an action to foreclose an unpaid assessment lien on real property. The case involved complex issues of real property law. The extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.
- b. **Time and Labor Necessarily Devoted to the Case:** As stated above, this case involved difficult issues of both legal and factual natures. My staff and I have been responsible for the preparation of the pleadings and other documents. Additionally, we have been responsible for the preparation and service of the pleadings upon the defendant(s) personally or by statutory/substitute service; obtaining payoff figures as requested; and preparing for and attending numerous hearings and court-ordered conferences in this matter. Future responsibilities include preparing for and attending a trial, forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

c. **Professional Standing of Counsel:** I am a licensed member of the Bar of the State of South Carolina. I completed law school in 1986. Since graduation, I have served as a Judicial Clerk for a State Supreme Court Justice, have prosecuted civil and criminal violations of State laws and supervised approximately 40 attorneys in a State Attorney General's office, and have spent more than a decade practicing community association law. Since 1986, I have been an active Member of the Bar in state and federal courts in the United States and in the Republic of Palau, and am currently a member of the Charleston County Bar Association, the South Carolina Bar Association, the Community Association Law section of the South Carolina Bar, the Federal District Court for the South Carolina District, and other professional organizations. Approximately 85% of my practice consists of advising clients on community association issues and real property litigation, including foreclosure cases, collection cases, and other land related litigation. Accordingly, I submit that I have a high professional standing in general and in this area of practice.

d. **Contingency of Compensation.** As recited above, compensation in this case is based on a flat fee and hourly fee arrangement.


e. **Customary Fee Charged on the Locality for Similar Services.** I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the state of South Carolina, and from my general familiarity with the legal profession that our hourly rate is well within the range of fees customarily charged in this locality for similar services, and the flat rate portion of our fee is less than typically charged for such services.

f. **Beneficial Results Obtained:** Upon the ruling at after trial in this matter in favor of plaintiff, this attorney will have obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's rights under the Declaration with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiffs' behalf.

8. The Plaintiff is seeking to recover its attorneys' fees and costs in the amount of \$17,844.64. Plaintiff reserves the right to request an award of fees for work performed that is not

included in this affidavit, including but not limited to final preparation for and attendance at trial and the hearing on Defendant's Motion for Summary Judgment.

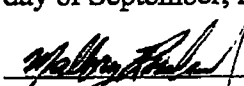
FURTHER DEPONENT SAYETH NOT.



---

Todd M. Musheff  
McCabe, Trotter & Beverly, PC  
P.O. Box 212069  
Columbia, South Carolina 29221  
Phone: (803) 724-5000  
Fax: (803) 724-5001  
Email: [Todd.Musheff@McCabeTrotter.com](mailto:Todd.Musheff@McCabeTrotter.com)  
*Attorney for Plaintiff*

Sworn to before me this 26  
day of September, 2017



---

Notary Public for South Carolina  
My Commission Expires: 12-23-2020

**McCabe Trotter & Beverly, PC**

P.O. Box 212069  
Columbia, SC 29221  
Phone No.: (803) 724-5000  
Fax: (803) 724-5001  
Federal Tax ID:

Statement as of 9/25/2017  
Statement no 0

Churchill Park  
Tiffini Allen  
Gold-Crown Management, Inc.  
1805 Oak Street  
Myrtle Beach, SC 29577

017990.00010 / Nix, Alan G. & Norma J - 1401 Densmore Circle

Professional Fees	Hours	Rate	Amount
12/09/2014 JD Received and reviewed notice of appearance and defendant's motions to dismiss and set aside default. (0.3000).	0.30	175.00	52.50
12/22/2014 JD Received notice of hearing and checked file for pending motions, etc. (0.2000).	0.20	175.00	35.00
11/30/2015 TH Preparation of documents for Motion to Compel hearing. (0.8000).	0.80	125.00	100.00
02/12/2016 WW Attorney conference on best ways to prepare case for trial (1.0000).	1.00	175.00	175.00
03/07/2017 TM-- Communications with M. Barnett and J. Watson concerning steps Churchill should take to prepare background information for attorney response to Nix suit against two Churchill Board entities and two neighbors of Nix who are also former Board members. (0.6000).	0.60	275.00	165.00
03/08/2017 VC-- Receipt of new file request; Gather relevant information; Run conflict check; Open file and calendar tasks to be completed. (0.1000).	0.10	125.00	12.50
03/14/2017 TM-- No Charge until insurance coverage is determined: discussion with Dave Brown, co-defendant, concerning fence and Nix issues (0.5000).	0.50	275.00	137.50
03/20/2017 TM-- Communications with A. Masterpaul, M. Barnett and J. Watson concerning insurance counsel and status of carrier response to tender of defense; detailed discussion with defendant Brown concerning fence and case issues (2.1000).	2.10	275.00	577.50
04/06/2017 TH Receive letter from Alan Nix, review and send to attorney for his review. (0.1000).	0.10	125.00	12.50

04/06/2017 TM	Review and analyze communications with A. Nix concerning interest of adult children in house with wife's death and communications with T. Hicks concerning same; evaluate changes to complaint due to death of co-owner Norma Nix (0.6000).	0.60	275.00	165.00
04/12/2017 TM	Assignment to T.Hicks concerning Motion to Restore and potential resolution of same (0.3000).	0.30	275.00	82.50
04/13/2017 TM	Communications with Court concerning 40j motions to restore hearing set for Judge Harrington's roster on May 15; communications with M. Baird concerning court motions; communications with SCT concerning court hearing on motions (0.6000).	0.60	275.00	165.00
04/17/2017 TH	Receipt of motions roster for Charleston, review and place date into calendaring system. (0.2000); Prepare Consent Order to Restore to Active Docket, prepare letter to pro se defendant, and certificate of service, serve same. (0.5000).	0.70	125.00	87.50
04/17/2017 TM	Communications with T. Hicks concerning proposed court filing for Nix consent and incorporate additional information into same (0.3000).	0.30	275.00	82.50
04/18/2017 TH	Finalize Consent Order, prepare letter to Mr. Nix with Consent Order to Restore with Certificate of Service, serve. (0.3000); Receipt of roster meeting notice from Court, review and place date and time on calendar. (0.2000).	0.50	125.00	62.50
04/18/2017 TM	Communication with T Hicks concerning consent order to restore; communication with M Barnett re [REDACTED] review and incorporate additional information into Nix letter and follow up with T Hicks concerning same (0.6000).	0.60	275.00	165.00
04/19/2017 TM	Review and analyze ProLaw assignment on Nix; communications with T. Hicks concerning service of papers and consent motion to restore to active docket; (0.5000).	0.50	275.00	137.50
04/23/2017 TM	Assignment from ProLaw re hearing on motions to restore (0.1000).	0.10	275.00	27.50
04/25/2017 TM →	Check on status of [REDACTED] (0.3000); communications with R. Stoney concerning results of Nix magistrates court case over fence and follow-up on same (0.5000).	1.30	275.00	357.50
05/01/2017 TM -	Communications with Laura at MIE re hearing on cross motions for restoration of case (0.4000).	0.40	275.00	110.00

05/02/2017 TM -	Numerous, detailed communications with A. Nix, L. Dukes, Judge Scarborough, Judge Harrington, J. McSweeney, B. Sloane concerning motion to restore, numerous issues raised by Nix, Nix removal by security at annual meeting; review Complaint and other documents relevant to [REDACTED] Nix may raise at hearing; discussion with Bill Sloane concerning Nix issues (3.4000); Follow-up with M. Barnett concerning [REDACTED] review and analyze communications from SC Consumer affairs and update M. Barnett concerning same (0.4000).	3.80	275.00	1,045.00
05/03/2017 TM ->	Communications with Board concerning direct communications with A. Nix relative to collections issues [REDACTED] review and analyze detailed email from Nix to former Board member Summer and current President Z. Perry discussing corporate name and billing issues; communications with A. Nix concerning Nix request for a written agreement on the 2016 40(j) for Nix's files or some other unknown purpose and MTB refusal to provide such document; (2.3000).	2.30	275.00	632.50
05/04/2017 TM -	Follow-up with M. Barnett concerning vote and Covenant issues (0.4000).	0.40	275.00	110.00
05/09/2017 TM -	Discussion with Investigator John Smith of the SC Consumer Affairs Division concerning Nix claims and issues; compile documents requested by Investigator Smith and submit same (1.1000).	1.10	275.00	302.50
05/10/2017 TM	Review and analyze Nix communications and follow-up with T. Hicks concerning issues with response (0.4000).	0.40	275.00	110.00
05/11/2017 TH	Communicate with Attorney about Motion to Restore. (0.3000).	0.30	275.00	82.50
05/11/2017 TM -	Review and analyze decision document from SC Consumer Affairs denying Nix attempt to obtain involvement in corporate identity defense of collection action; communications with T. Hicks concerning Motion to restore and clerk return of fee to restore; (0.2000).	0.20	275.00	55.00
05/15/2017 TM +	Verify removal of Motions to Restore from Charleston County Roster and follow-up on case restoration; communication with the Court concerning Restoration Order. (1.1000); Verify removal of Motions to Restore from Charleston County Roster and follow-up on case restoration; communication with the Court concerning Restoration Order. (1.1000).	2.20	275.00	605.00
05/30/2017 TM	Communications with Nix concerning discovery and attention to review of discovery needed for trial (1.1000).	1.10	275.00	302.50

05/31/2017 TM →	Review and analyze Letter from Alan Nix concerning corporate issues and detailed information sought and develop strategy [REDACTED] follow-up with Zane Perry and Jaime Wieringa concerning [REDACTED] Communications with J. Wieringa and M. Barnett concerning specific items from Board to bring Nix lot into compliance; (1.6000).	1.60	275.00	440.00
06/01/2017 TM →	Communications with M. Barnett and J. Wieringa concerning Nix issues (0.6000).	0.60	275.00	165.00
06/02/2017 TM	Prepare discovery requests for Nix (2.5000).	2.50	275.00	687.50
06/21/2017 TM →	Communication with Court concerning motion hearing; communication with T. Coetzee concerning motion hearing (0.2000); Review photographs and Covenants concerning violations and notice requirements; prepare letter to A. Nix concerning 10-day notice to bring Lot into compliance with Community-Wide Standards and Covenants (0.5451).	0.75	275.00	204.90
06/22/2017 TH	Review Charleston County Roster, prepare Notice of Hearing, Certificate of Service, Letter to Clerk of Court, email to attorney for approval to send. (0.4000).	0.40	125.00	50.00
06/22/2017 TM	Communications with Court concerning trial and hearing on dispositive and other motions; communications with T. Hicks concerning Notice of Hearing and review and analyze same (0.3000).	0.30	275.00	82.50
06/23/2017 TM	Review filing prepared by T. Hicks and follow-up on same (0.2000).	0.20	275.00	55.00
06/28/2017 TM →	[REDACTED] Communications with J. Wieringa concerning Churchill Park legal issues for time periods before she had Churchill and prepare email outlining numerous legal issues that needed addressed (1.3000).	1.30	275.00	357.50
06/28/2017 VC	Calendar tasks to be completed (0.1000).	0.10	125.00	12.50
07/12/2017 TM →	Brief overview of Nix letter; Assignment to Tammy Hicks concerning restoration foreclosure for case (0.3000).	0.30	275.00	82.50
07/27/2017 VC	Review pleading, update pleadings index and file. (0.1000).	0.10	125.00	12.50
08/01/2017 TM	Communications with Alan Nix concerning death of spouse and Architectural Review Board request and various other issues and review and analyze documents attached by Nix (0.6000).	0.60	275.00	165.00
08/07/2017 DP →	Communicate with Attorney Musheff in regards to 40 (j) resuscitation; Update file accordingly. (0.2000).	0.20	125.00	25.00
08/07/2017 TM	Communications with A. Nix re Amended Answer; review and analyze past communication with A. Nix to confirm inaccuracy of emails; communications with J. Wiering re Board question on results of Nix foreclosure and follow up with SCT, DRM, JRO concerning same; prepare for, travel to and participate in Motion Hearing and Final Pre-Trial; communication with S. Newman concerning discovery and follow up on same (5.2000).	5.20	275.00	1,430.00

08/08/2017 TM →	Communications with J. Clevering re court hearing and trial; follow up with Deanne and Glenda concerning fee for 40(j) restoration (0.2000).	0.20	275.00	55.00
08/09/2017 TM	Communications with Court concerning trial schedule; communications with Sally Newman concerning discovery, settlement and case information and follow-up on same (0.6000).	0.60	275.00	165.00
08/10/2017 TM	Communications with Tracy Kapanke concerning [REDACTED] communications with Sally Newman concerning Nix issues, discovery, and representation; communications with Gold Crown Management concerning certified letter from Alan Nix (0.8000).	0.80	275.00	220.00
08/11/2017 TM.	Communications with Theron concerning updated debt figures [REDACTED] (0.3000).	0.30	275.00	82.50
08/14/2017 TM →	Communications [REDACTED] Concerning Nix issues and related invoices and cost if Nix succeeds in the lawsuit; communications with J McSweeney concerning Nix filings; communications with the court concerning 40 (j) (0.7000).	0.70	275.00	192.50
08/15/2017 DP →	Communicate with Charleston County Clerk of Court's Office via telephone in regards to (required fees associated with) 40(j) resuscitation. (0.2000).	0.20	125.00	25.00
08/15/2017 TM	Communications with Zane Perry concerning [REDACTED] (0.4000).	0.40	275.00	110.00
08/16/2017 DP	Receipt and review of correspondence entitled Notice of Entry of Judgment/Order Pursuant to Rule 77, wherein directed to retrieve pleading from Charleston County Clerk of Court online; Locate & review Form 4 Order granting both Motion to Restore Case to the Active Docket; Communicate with Attorney Musheff in regards to same; Update file. (0.4000); Receipt and review of correspondence entitled Notice of Entry of Judgment/Order Pursuant to Rule 77, wherein advised of Reference to Master (referral only - no order); Communicate with Attorney Musheff in regards to same. (0.2000); Receipt and review of correspondence entitled Notice of Entry of Judgment/Order Pursuant to Rule 77, wherein directed to retrieve pleading from Charleston County Clerk of Court online; Locate & review Form 4 Order to Restore Pursuant to Rule 40(j); Communicate with Attorney Musheff in regards to same; Update file. (0.4000).	1.00	125.00	125.00
08/16/2017 TM	Review and analyze the detailed email communication on discovery and case issues; review and analyze documents provided by Deanne Peale concerning court determinations (0.6000).	0.60	275.00	165.00
08/16/2017 VC	Review pleading, update pleadings index and file. (0.1000).	0.10	125.00	12.50
08/17/2017 TM	Communications with Zane Perry concerning [REDACTED] communications with SCT and J McSweeney concerning motion to be relieved as counsel (0.3000).	0.30	275.00	82.50

08/18/2017 TM	Communications with Sally Newman concerning discovery issues; communications with Jerry Watson concerning [REDACTED] communications with Alan Nix concerning various case issues (2.2000).	2.20	275.00	605.00
08/19/2017 TM	Communication with A. Nix concerning case issues (0.3000).	0.30	275.00	82.50
08/21/2017 TM	Review and analyze A. Nix communication on discovery and develop response to same; review and analyze file discovery documents and respond to S. Newman request and questions on discovery already exchanged in case; review and analyze S. Newman documents and address issues raised by S. Newman (2.9000).	2.90	275.00	797.50
08/22/2017 TM	Communications with S. Newman concerning discovery; communications with Robin concerning meeting with Churchill Board and review and analyze issues relating to same; Review and analyze communications with Z. Perry; and concerning meeting issues; communication with Court concerning Estate of Norma Nix (1.2000).	1.20	275.00	330.00
08/24/2017 DP	Receipt & review of Defendant's Motion to Join Additional Party and Defendant's Motion to Correct an Error in the Record; Communicate with Attorneys Musheff & Trotter in regards to same & update file. (0.2000); Receipt and review of Estate of Norma J. Nix's Notice of Appearance and Motion to Intervene; Communicate with Attorney Musheff in regards to same & update file. (0.2000).	0.40	125.00	50.00
08/24/2017 TM	Communications with Zane Perry and Ryan McCabe and follow up on and prepare for same; communications with Sally Newman concerning discovery and documents provided; review and analyze Nix motions to correct the record from before 40 (j) and to join indispensable party; communication with Court concerning estate intervention; communications with client and Gold Crown Management concerning code enforcement (2.3000).	2.30	275.00	632.50
08/25/2017 TM	Various communications with Sally Newman concerning discovery responses and attention to same; Compile and process discovery responses including documents and follow-up with Sally Newman concerning discovery responses; prepare for and participate in conference with client, Zane Perry, and Ryan McCabe; communications with Alan Nix concerning various case issues; communications with S Cranford [REDACTED] communications with Gold Crown Management concerning [REDACTED] (4.0000).	4.00	275.00	1,100.00
08/28/2017 TM	Review and analyze Alan Nix communications and responses to same (0.6000).	0.60	275.00	165.00

08/29/2017 TM	Review various lengthy Nix communications and attachments and follow-up with the scene. Concerning same; review communications with Alan Nix and Sally Newman; communication with Sally Newman concerning settlement and summary judgment in review and analyze Sally Newman motion (1.1000).	1.10	275.00	302.50
08/30/2017 TM	Review and analyze Alan Nix communications and numerous attachments to same (0.7000).	0.70	275.00	192.50
08/31/2017 DP	Receipt and review of correspondence from Charleston County Clerk of Court indicating Order Granting Motion to Intervene has been filed & may be retrieved online if so desire; Retrieve Order fro SC Courts online; Review Order & communicate with Attorney Musheff in regards to same; Update file accordingly. (0.2000).	0.20	125.00	25.00
08/31/2017 TM	Review [REDACTED] light of Alan Nix claims on [REDACTED] up on same; review and analyze court rulings on Nix motion issues (0.6000).	0.60	275.00	165.00
09/06/2017 DP	Receipt & review of correspondence from Sally Newman of Charleston Legal Access to include Motion for Summary Judgment in 2014-CP-10-5407; Communicate with Attorney Musheff in regards to same; Update file accordingly. (0.1000).	0.10	125.00	12.50

Sub-total Fees: 15,419.90

**Rate Summary**

Joel Deason	0.50 hours at \$175.00/hr	87.50
Tammy Hicks	2.50 hours at \$125.00/hr	312.50
Tammy Hicks	0.30 hours at \$275.00/hr	82.50
Todd Musheff	52.55 hours at \$275.00/hr	14,449.90
Deanne Peele	2.10 hours at \$125.00/hr	262.50
Victoria Cockfield	0.40 hours at \$125.00/hr	50.00
Walt Whimire	1.00 hours at \$175.00/hr	175.00

Total hours: 59.35

**Expenses**

03/17/2017 Filing Fees.

Units	Price	Amount
1.00	(150.00)	(150.00)

Sub-total Expenses: (150.00)

**Payments**

05/03/2017	Payment	HOA pymt on invoice	150.00
------------	---------	---------------------	--------

Sub-total Payments: 150.00

Total Current Billing: 15,269.90

<b>Previous Balance Due:</b>	<b>\$150.00</b>
<b>Total Payments:</b>	<b>(\$150.00)</b>
<b>Total Now Due:</b>	<b>\$15,269.90</b>

# McCabe Trotter & Beverly, P.C.

## Attorney Cost Report

Churchill Park v. Alan Nix, et al

☐	05/16/2013	Charge	LEGL	MTB Legal Fee	\$250.00	\$648.03 ATC
☐	07/28/2014	Charge	LEGL	MTB Legal Fee	\$150.00	\$1,420.23 ATC
☐	08/12/2014	Charge	COST	Abstract	\$95.00	\$1,540.23 ATC
☐	08/29/2014	Charge	COST	Summons & Complaint	\$150.00	\$1,694.45 ATC.
☐	08/29/2014	Charge	LEGL	MTB Legal Fee	\$1,500.00	\$3,194.45 ATC
☐	09/18/2014	Charge	COST	Non Service Funded	\$90.00	\$3,309.45 ATC
☐	09/25/2014	Charge	COST	Personal Service Funded	\$87.50	\$3,396.95 ATC
☐	10/02/2014	Charge	COST	Non Service Funded	\$50.00	\$3,471.95 ATC
☐	10/31/2014	Charge	COST	Master in Equity Fee	\$150.00	\$3,621.95 ATC
☐	09/15/2015	Charge	COST	Filing Fee Funded - Motion to Compel	\$25.00	\$3,882.51 ATC
☐	04/18/2016	Charge	COST	Other Funded - Background	\$14.25	\$4,401.20 ATC



# **Exhibit**

## **B**

Churchill Park HOA  
Care of Cedar Management Group  
PO Box 26844  
Charlotte NC 28221



21-94

ASSOCIATION INFORMATION ENCLOSED



ALAN NIX  
1401 Densmore Circle  
Mt. Pleasant SC 29466



# CHURCHILL PARK, MT. PLEASANT, SC

## NOTICE OF THE 2018 ANNUAL HOMEOWNERS ASSOCIATION MEETING

March 12, 2018

Dear Churchill Park Homeowners,

The Churchill Park **2018 Annual Meeting** will be held,

**Monday, May 7, 2018**  
Heritage Federal Credit Union  
1129 Park West Blvd., Publix Shopping Center, Mt. Pleasant, SC 29466  
Call To Order Promptly at 6:30 PM

The purpose of the Annual Meeting shall be to hear reports of the officers and community manager, elect members of the Board, and transact other authorized business per the Association's By-Laws for an annual meeting. The 2018 Election will fill one (1) Board Member position, with term of three (3) years. Any interested homeowner, in good standing with the Association and current with their assessment payments, who is able to attend Board meetings and devote time towards Board and Association matters, is invited to return the **2018 Application to Serve** and have his/her name listed on the pre-printed ballot. Homeowners in good standing may also self-nominate from the floor during the meeting.

If there is a chance you might not make the meeting, please fill out the proxy form and return.

Included with this Notice is:

**Agenda**

Proxy to be completed and returned to Cedar Management on or before May 2, 2018

Invitation/Application to serve on the Board to be returned to Cedar Management on or before May 2, 2018

2018 Budget

Newsletter

Thank you for your interest and involvement in YOUR Association. It takes a community to manage a community!

If you have any questions regarding this Notice and the Enclosures, or any Association matter, please contact our Community Manager Beth McDowell at [bmcdowell@mycmg.com](mailto:bmcdowell@mycmg.com) or 704-644-8808 x 126.

Respectfully,

*Beth McDowell*

Community Manager, Churchill Park

Cedar Management Group

Enclosures

Churchill Park  
c / o Cedar Management Group  
Attn: Beth McDowell  
PO Box 26844  
Charlotte, NC 28221

## **Agenda for 2018 Annual Meeting**

**Churchill Park at Park West**

**6:30 p.m., Monday, 5/07/2018**

**Heritage Trust Credit Union, Publix Shopping Center  
1129 Park West Blvd., Mt. Pleasant, SC 29466**

- **Call to Order**
- **Proof of Notice of Meeting**
- **Certification of Quorum**
- **Introduction of 2018 Board Members and Management**
- **Financial Review**
- **Accomplishments 2017 and Goals 2018**
- **Introduction of Nominees/Nominations from the floor**
- **Voting**
- **Certification of Votes and Announcement of Results**
- **Adjournment**

# CHURCHILL PARK

## 2018 PROXY

2018 Annual Meeting • May 7, 2018 • 6:30 p.m.  
Heritage Trust Federal Credit Union  
1129 Park West Blvd. Publix Shopping Center, Mt. Pleasant, SC

The undersigned title holder of the property in Churchill Park, Mt. Pleasant, SC, hereby appoints \_\_\_\_\_, to cast all votes which the undersigned is entitled to cast at the Annual Meeting, to be held at Heritage Trust Federal Credit Union, 1129 Park West Blvd., Mt. Pleasant, South Carolina 29466, at 6:30 p.m. and any and all adjournments thereof, as follows for one (1) Director Position:

### One (1) Three Year Term

Each lot is allocated one (1) vote with respect to such matters. Each lot is allocated one (1) vote regardless of the number of owners of such lot. Should the undersigned be present and elect to vote at the Meeting or any adjournment thereof, then the power of said PROXY shall be deemed terminated and of no further force and effect.

PROPERTY OWNED: \_\_\_\_\_ DATED: \_\_\_\_\_, 2018

Lot(s) or Street Addresses (es): \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF TITLEHOLDER

\_\_\_\_\_  
SIGNATURE OF TITLEHOLDER

\_\_\_\_\_  
PRINT NAME OF TITLEHOLDER

\_\_\_\_\_  
SIGNATURE OF TITLEHOLDER

**PROXY MUST BE RECEIVED BY CEDAR MANAGEMENT ON OR BEFORE  
WEDNESDAY, MAY 2, 2018 via email or US mail:**

- EMAIL to Beth McDowell, Community Manager at [bmcdowell@mycmg.com](mailto:bmcdowell@mycmg.com) OR
- MAIL to Churchill Park, Attn: Beth McDowell, Cedar Management Group PO Box 26844 Charlotte, NC 28221

**2018 Application to Serve  
Churchill Park, Board of Directors**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail (required):** \_\_\_\_\_

**How long have you lived in Churchill Park ?**

\_\_\_\_\_

**Volunteer Activities:**

**Churchill:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Prior HOA Experience:**

\_\_\_\_\_

**What do you want to accomplish if elected to the Churchill Park Board of Directors?**

\_\_\_\_\_

\_\_\_\_\_

**Leadership Experience/Short Biography/ Other Information you wish to provide:**

\_\_\_\_\_

\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***In order for your name to be included on the pre-printed ballot, return this completed form via email to [bmcdowell@mycmg.com](mailto:bmcdowell@mycmg.com) by Wednesday May 2, 2018.***



# Churchill Park Newsletter Q1 2018

## Greetings Churchill Park Neighbors!

by HOA Board of Directors

It is our hope that this update finds you all enjoying the fine living here in the Low Country, Park West and Churchill Park! Our board wants to send a quarterly update to all residents to try to connect everyone a little more and share news about the community. If you ever have anything that you would like to include in a newsletter or questions about any information included, please send your request to:

[churchillparkhoa@outlook.com](mailto:churchillparkhoa@outlook.com)

### 2017 - Year in Review

As many of you know 2017 was a transition year for our development. Growth and construction has been crazy and some of it has impacted our community. While our community grows we are doing our best to protect Churchill Park from negative impacts associated with growth and construction. In the Fall you may have noticed our chocolate milk pond water! Your HOA partnered with our friends in the Foxmoor HOA to negotiate with the builder to install grass, barrier walls and a large silt dam to prevent additional runoff from entering our pond. So far, the results have been positive, and silt has not been an issue since.

We had our first significant vandalization event occur to the common area. Inappropriate spray paint messages were left on our public bench and sidewalks. After multiple power washes, acid treatments, sanding and scrubbing we were able to restore the location to its original state. Thank you to everyone who helped with the repair.

Over the last year our HOA has spent a significant amount of time working to control legal expenses effecting our community finances. After starting the new term May 1<sup>st</sup> our new board received invoices totaling over \$7K for legal work requested earlier in the year. After hundreds of emails and a few tough negotiation phone calls we are happy to share that we were able to negotiate

the final fees to \$2,440 saving our community \$4,500! We consider this a significant accomplishment. We have since implemented bylaws to ensure all future services requested by any board member require detailed quotes with well-defined deliverables to avoid any open-ended requests in the future.

Our board also made significant changes to the vendors who serve our community this year. Cedar Management Group (CMG) has replaced Gold Crown as our neighborhood management company. Beth McDowell is doing a great job taking care of our community and CMG has several groups supporting her on everything from accounting to vendor selection. We are very excited to have a CMG manage our community and look forward to working with Beth into 2018.

Earlier in 2017 our board hired Forever Green who appears to be doing a good job cleaning our community. We have received a few complaints from residents and we have escalated every concern to them to be addressed. Please continue to share any complaints you have to us. We escalate all complaints received directly to the vendors.

Near the end of 2017 our board terminated Lake Doctors for poor maintenance and hired PLM Lake & Land Management who were half the price and send reports monthly.

That about does it for the major items our HOA has been working on over the last year. In 2017 we had some big storms that knocked down a few trees that we needed to help clear. We replaced one light bulb on the entrance trees and the florescent signs on both lights. We are currently working on getting the letter "C" replaced on our entrance sign. We are doing everything we can to match the existing sign exactly, so it is taking longer than expected but we hope to have the repair completed soon.

### CC&R Update Committee

Our communities Declaration of Covenants, Conditions, and Restrictions (CC&Rs) adopted on January 5<sup>th</sup>, 2000 is severely outdated and requires an update. Unfortunately to update our CC&R's we require 2/3<sup>rd</sup>s of our community to vote for the amendment to pass. No previous HOA has had success in getting 2/3rds of our community to vote on an amendment. Doing so will take a team of people if we are to be successful. If you are interested in joining the fight to modernize our CC&R's to better address the current needs of our community, please send us an email and let us know. We will include you in our kickoff meeting which will be scheduled as soon as we receive 3 or more interested volunteers.

### Annual Meeting Monday May 7<sup>th</sup>

Our next annual meeting will be held Monday May 7<sup>th</sup> at the Heritage Trust Federal Credit Union. We have (1) board member opening which needs to be filled. If you are interested in running, please fill out the attached form. Your account must be in good standing to serve. We require 25% of the community present (23 houses) to make quorum so please do your best to attend. You will find a copy of the meeting agenda attached with this newsletter.

### 4<sup>th</sup> Annual BBQ Saturday May 19<sup>th</sup>

We are hosting our 4<sup>th</sup> annual Churchill Park Spring BBQ in the common area between the front entrance and the pond. Please bring your family, some chairs, sunscreen, and a side dish or desert and enjoy a few burgers, wings, and hotdogs with a few of your neighbors. It is a great way to meet your neighbors and enjoy an afternoon of fun and games. Mark your calendars now!

We hope that you have found this newsletter informative! Sincerely – HOA Board of Directors

President – Zane Perry  
VP – James Thorton  
Secretary – Matt Brolly

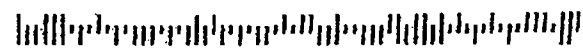
TEMP-RETURN SERVICE REQUESTED

PRESORTED  
FIRST-CLASS  
U.S. POSTAGE  
PAID  
OPTIMAL  
OUTSOURCE

RCVD  
17 MAR 2018

RCVD  
17 MAR 2018

80 AYU-IP1 28466



# **Exhibit**

# **C**

Summary of categories

	amts	late fees	Specific Amts Violations fines
SCS - 1/13 - 7/14	\$558	\$235	
LPPM 8/14 - 11/16	\$589.18	\$400	
GCM 12/16 - current	\$300	\$228.15	\$2125 ( <del>\$325 adj</del> )
	\$1447.18	\$863.15	\$2400

Total

\$4710.33



# **Exhibit**

## **D**

Resident Transaction Report  
Churchill Park  
Start Date 05/31/2004

PW-CHU  
Churchill Park  
Mt. Pleasant SC 29468

Unit	Lot #	Resident	Type	Date	CC	Description	Check	Amount	Balance
0022	10	Alan Nix Norma Nix 1401 Denmark Circle Mt. Pleasant SC 29468	App#	5810			Reg Bal		0.00
			Chg	05/31/2004	NA	END BAL MAY		100.00	100.00
			Chg	09/22/2004	LT	Credit/Charge		80.00	180.00
			Cr	10/07/2004		CREDIT		-80.00	100.00
			Pay	10/18/2004		Bal Neigh	121	-100.00	0.00
			Chg	01/01/2005	a2	AMENITY ASSMT PW		85.00	85.00
			Chg	01/01/2005	MP	PW MASTER ASSOC		375.00	460.00
			Chg	04/12/2005	LP	PAST DUE(LATE) PRK W		10.00	470.00
			Pay	04/22/2005		05 Dues	156	-480.00	-10.00
			Chg	05/04/2005	NA	Credit/Charge		220.00	210.00
			Chg	08/24/2005	VI	Credit/Charge		40.00	250.00
			Pay	08/24/2005		Fine	167	-40.00	210.00
			Pay	10/05/2005		PAYMENT		-220.00	-10.00
			Chg	01/01/2006	a2	AMENITY ASSMT PW		85.00	75.00
			Chg	01/01/2006	MP	PW MASTER ASSOC		375.00	450.00
			Chg	01/01/2006	NA	NEIGHBORHOOD ASSMT		240.00	690.00
			Pay	03/22/2006		PAYMENT	185	-450.00	240.00
			Pay	03/22/2006		PAYMENT	184	-240.00	0.00
			Chg	01/01/2007	a2	AMENITY ASSMT PW		85.00	85.00
			Chg	01/01/2007	MP	PW MASTER ASSOC		375.00	460.00
			Chg	01/01/2007	NA	NEIGHBORHOOD ASSMT		240.00	700.00
			Pay	03/15/2007		PAYMENT	871	-480.00	240.00
			Chg	05/01/2007	NA	Credit/Charge		2.00	242.00
			Pay	08/20/2007		PAYMENT	869	-242.00	0.00
			Chg	01/01/2008	a2	AMENITY ASSMT PW		100.00	100.00
			Chg	01/01/2008	MP	PW MASTER ASSOC		400.00	500.00
			Chg	01/01/2008	NA	NEIGHBORHOOD ASSMT		240.00	740.00
			Cr	02/29/2008		budget not approved		-240.00	500.00
			Pay	05/09/2008		Lckbx Pmt	000771	-400.00	100.00
			Chg	08/02/2008	na	2008		242.00	342.00
			Pay	07/08/2008		PAYMENT	773	-242.00	100.00
			Pay	11/18/2008		PAYMENT	781	-100.00	0.00
			Pay	03/31/2009		PAYMENT	105	-500.00	-500.00
			Chg	05/01/2009	MP	2009 Master Fee		380.00	-110.00
			Chg	05/01/2009	A2	2009 Amenity Fee		110.00	0.00
			Chg	05/27/2009	na	2009		258.00	258.00
			Pay	07/14/2009		PAYMENT	252	-258.00	0.00
			Chg	01/01/2010	MP	2010 MP		385.00	385.00
			Chg	01/01/2010	a2	A2 2010		115.00	500.00
			Chg	01/01/2010	NA	NA 2010		258.00	758.00
			Chg	08/30/2010	VI	5/16/10 violations		100.00	858.00
			Pay	07/07/2010		PAYMENT	581	-500.00	358.00
			Pay	08/13/2010		PAYMENT	586	-258.00	100.00
			Chg	01/01/2011	a2	2011 Assessment		115.00	215.00
			Chg	01/01/2011	MP	2011 Assessment		385.00	600.00
			Chg	01/01/2011	na	2011 Assessment		270.00	870.00
			Pay	02/04/2011		Lckbx Pmt	000262	-770.00	100.00
			Chg	01/01/2012	a2	2012 PW Amenity		125.00	225.00
			Chg	01/01/2012	MP	2012 PW Master		375.00	600.00
			Chg	01/01/2012	NA	2012 Neigh. Assmt		279.00	879.00
			Chg	03/02/2012	LS	Admin Fee		10.00	889.00
			Chg	03/02/2012	lp	PAST DUE(LATE) PRK W		10.00	899.00
			Pay	03/05/2012		Lckbx Pmt	000282	-879.00	20.00
			Chg	01/01/2013	a2	2013 PW Amenity		150.00	170.00
			Chg	01/01/2013	MP	2013 PW Master		375.00	545.00
			Chg	01/01/2013	NA	2013 Neigh. Assmt		279.00	824.00
			Chg	03/01/2013	M6	PAST DUE(LATE) PRK W		10.00	834.00
			Chg	03/04/2013	LS	Admin Fee		10.00	844.00
			Chg	04/02/2013	M6	PAST DUE(LATE) PRK W		10.00	854.00
			Chg	04/02/2013	LS	Admin Fee		25.00	879.00
			Chg	05/01/2013	M6	PAST DUE(LATE) PRK W		10.00	889.00
			Chg	05/15/2013	LS	Admin Fee		75.00	964.00
			Chg	05/15/2013	PL	PW Master Legal		65.00	1,029.00
			Chg	06/03/2013	M6	PAST DUE(LATE) PRK W		10.00	1,039.00
			Chg	07/01/2013	M6	PAST DUE(LATE) PRK W		10.00	1,049.00
			Cr	07/15/2013		per sgc		-10.00	1,039.00
			Cr	07/15/2013		per sgc		-10.00	1,029.00
			Pay	07/26/2013		MTB NIX	10300	-581.99	447.01
			Chg	08/07/2013	M6	PAST DUE(LATE) PRK W		10.00	457.01
			Chg	09/03/2013	M6	PAST DUE(LATE) PRK W		10.00	467.01
			Chg	10/07/2013	M6	PAST DUE(LATE) PRK W		10.00	477.01
			Chg	11/01/2013	M6	PAST DUE(LATE) PRK W		10.00	487.01
			Chg	12/04/2013	M6	PAST DUE(LATE) PRK W		10.00	497.01
			Chg	01/01/2014	a2	PW Amenity		150.00	647.01
			Chg	01/01/2014	MP	2014 PW Master		375.00	1,022.01
			Chg	01/01/2014	NA	2014 Neigh. Assmt		279.00	1,301.01
			Chg	03/05/2014	M6	PAST DUE(LATE) PRK W		10.00	1,311.01



Resident Transaction Report  
 - Churchill Park  
 Start Date 05/31/2004

FW-CHU  
 Churchill Park  
 Mt. Pleasant SC 29488

Unit	Lot #	Resident	Type	Date	CC	Description	Check	Amount	Balance
			Chg	03/05/2014	NL	Neighbor. Late Fee		25.00	1,335.01
			Chg	04/02/2014	M6	PAST DUE(LATE) PRK W		10.00	1,345.01
			Chg	04/02/2014	NL	Neighbor. Late Fee		25.00	1,371.01
			Chg	04/02/2014	LS	Admin Fee		25.00	1,396.01
			Cr	05/05/2014		CREDIT		-10.00	1,386.01
			Cr	05/05/2014		CREDIT		-10.00	1,376.01
			Cr	05/08/2014		CREDIT		-10.00	1,366.01
			Cr	05/06/2014		CREDIT		-10.00	1,356.01
			Cr	05/06/2014		CREDIT		-10.00	1,346.01
			Chg	05/07/2014	M6	PAST DUE(LATE) PRK W		10.00	1,356.01
			Chg	05/07/2014	NL	Neighbor. Late Fee		25.00	1,381.01
			Chg	06/02/2014	M6	PAST DUE(LATE) PRK W		10.00	1,391.01
			Chg	06/02/2014	NL	Neighbor. Late Fee		25.00	1,416.01
			Chg	07/01/2014	M6	PAST DUE(LATE) PRK W		10.00	1,426.01
			Chg	07/01/2014	NL	Neighbor. Late Fee		25.00	1,451.01
			Chg	07/28/2014	ls	Admin Fee		150.00	1,601.01
						End Bal			1,601.01

# **Exhibit**

# **E**

Resident Transaction Report Park West Master Association, Inc. Dates 05/31/2004 to 04/25/2018
---

PW-CHU Churchill Park  
Mt. Pleasant SC 29466

Unit	Lot #	Resident	Type	Date	CC	Description	Check	Amount	Balance
0022	10	Alan Nix	App#	5810			Beg Bal		0.00
		Norma Nix	Chg	05/31/2004	NA	END BAL MAY		100.00	100.00
		1401 Densmore Circle	Chg	09/22/2004	LT	Credit/Charge		80.00	180.00
		Mt. Pleasant SC 29466	Cr	10/07/2004	LT	CREDIT		-80.00	100.00
			Pay	10/18/2004		Bal Neigh	121	-100.00	0.00
			Chg	01/01/2005	a2	AMENITY ASSMT PW		85.00	85.00
			Chg	01/01/2005	MP	PW MASTER ASSOC		375.00	460.00
			Chg	04/12/2005	LP	PAST DUE(LATE) PRK W		10.00	470.00
			Pay	04/22/2005		05 Dues	156	-480.00	-10.00
			Chg	05/04/2005	NA	Credit/Charge		220.00	210.00
			Chg	08/24/2005	VI	Credit/Charge		40.00	250.00
			Pay	08/24/2005		Fine	167	-40.00	210.00
			Pay	10/05/2005		PAYMENT		-220.00	-10.00
			Chg	01/01/2006	a2	AMENITY ASSMT PW		85.00	75.00
			Chg	01/01/2006	MP	PW MASTER ASSOC		375.00	450.00
			Chg	01/01/2006	NA	NEIGHBORHOOD ASSMT		240.00	690.00
			Pay	03/22/2006		PAYMENT	185	-450.00	240.00
			Pay	03/22/2006		PAYMENT	184	-240.00	0.00
			Chg	01/01/2007	a2	AMENITY ASSMT PW		85.00	85.00
			Chg	01/01/2007	MP	PW MASTER ASSOC		375.00	460.00
			Chg	01/01/2007	NA	NEIGHBORHOOD ASSMT		240.00	700.00
			Pay	03/15/2007		PAYMENT	871	-460.00	240.00
			Chg	05/01/2007	NA	Credit/Charge		2.00	242.00
			Pay	06/20/2007		PAYMENT	969	-242.00	0.00
			Chg	01/01/2008	a2	AMENITY ASSMT PW		100.00	100.00
			Chg	01/01/2008	MP	PW MASTER ASSOC		400.00	500.00
			Chg	01/01/2008	NA	NEIGHBORHOOD ASSMT		240.00	740.00
			Cr	02/29/2008	NA	budget not approved		-240.00	500.00
			Pay	05/08/2008		Lckbx Pmt	000771	-400.00	100.00
			Chg	06/02/2008	na	2008		242.00	342.00
			Pay	07/08/2008		PAYMENT	773	-242.00	100.00
			Pay	11/18/2008		PAYMENT	781	-100.00	0.00
			Pay	03/31/2009		PAYMENT	105	-500.00	-500.00
			Chg	05/01/2009	Mp	2009 Master Fee		390.00	-110.00
			Chg	05/01/2009	A2	2009 Amenity Fee		110.00	0.00
			Chg	05/27/2009	na	2009		258.00	258.00
			Pay	07/14/2009		PAYMENT	252	-258.00	0.00
			Chg	01/01/2010	MP	2010 MP		385.00	385.00
			Chg	01/01/2010	a2	A2 2010		115.00	500.00
			Chg	01/01/2010	NA	NA 2010		258.00	758.00
			Chg	06/30/2010	vi	5/16/10 violaitons		100.00	858.00
			Pay	07/07/2010		PAYMENT	581	-500.00	358.00
			Pay	08/13/2010		PAYMENT	586	-258.00	100.00
			Chg	01/01/2011	a2	2011 Assessment		115.00	215.00
			Chg	01/01/2011	MP	2011 Assessment		385.00	600.00
			Chg	01/01/2011	na	2011 Assessment		270.00	870.00
			Pay	02/04/2011		Lckbx Pmt	000262	-770.00	100.00
			Chg	01/01/2012	a2	2012 PW Amenity		125.00	225.00
			Chg	01/01/2012	MP	2012 PW Master		375.00	600.00
			Chg	01/01/2012	NA	2012 Neigh. Assmt		279.00	879.00
			Chg	03/02/2012	LS	Admin Fee		10.00	889.00
			Chg	03/02/2012	lp	PAST DUE(LATE) PRK W		10.00	899.00
			Pay	03/05/2012		Lckbx Pmt	000282	-879.00	20.00
			Chg	01/01/2013	a2	2013 PW Amenity		150.00	170.00
			Chg	01/01/2013	MP	2013 PW Master		375.00	545.00
			Chg	01/01/2013	NA	2013 Neigh. Assmt		279.00	824.00
			Chg	03/01/2013	M6	PAST DUE(LATE) PRK W		10.00	834.00
			Chg	03/04/2013	LS	Admin Fee		10.00	844.00
			Chg	04/02/2013	M6	PAST DUE(LATE) PRK W		10.00	854.00
			Chg	04/02/2013	LS	Admin Fee		25.00	879.00
			Chg	05/01/2013	M6	PAST DUE(LATE) PRK W		10.00	889.00
			Chg	05/15/2013	LS	Admin Fee		75.00	964.00
			Chg	05/15/2013	PL	PW Master Legal		65.00	1,029.00
			Chg	05/15/2013	ns	Chg Code Consolidate		75.00	1,104.00
			Chg	05/15/2013	ns	Chg Code Consolidate		25.00	1,129.00
			Chg	05/15/2013	ns	Chg Code Consolidate		10.00	1,139.00
			Chg	05/15/2013	m5	Chg Code Consolidate		65.00	1,204.00
			Cr	05/15/2013	ns	Chg Code Consolidate		-75.00	1,129.00
			Cr	05/15/2013	ns	Chg Code Consolidate		-25.00	1,104.00
			Cr	05/15/2013	ns	Chg Code Consolidate		-10.00	1,094.00
			Cr	05/15/2013	m5	Chg Code Consolidate		-65.00	1,029.00
			Chg	06/03/2013	M6	PAST DUE(LATE) PRK W		10.00	1,039.00
			Chg	07/01/2013	M6	PAST DUE(LATE) PRK W		10.00	1,049.00
			Cr	07/15/2013	M6	per sgc		-10.00	1,039.00
			Cr	07/15/2013	M6	per sgc		-10.00	1,029.00
			Pay	07/26/2013		MTB NIX	10300	-581.99	447.01
			Chg	08/07/2013	M6	PAST DUE(LATE) PRK W		10.00	457.01
			Chg	09/03/2013	M6	PAST DUE(LATE) PRK W		10.00	467.01

PW-CHU Churchill Park  
Mt. Pleasant SC 29466

Unit	Lot #	Resident	Type	Date	CC	Description	Check	Amount	Balance
			Chg	10/07/2013	M6	PAST DUE(LATE) PRK W		10.00	477.01
			Chg	11/01/2013	M6	PAST DUE(LATE) PRK W		10.00	487.01
			Chg	12/04/2013	M6	PAST DUE(LATE) PRK W		10.00	497.01
			Chg	01/01/2014	a2	PW Amenity		150.00	647.01
			Chg	01/01/2014	MP	2014 PW Master		375.00	1,022.01
			Chg	01/01/2014	NA	2014 Neigh. Assmt		279.00	1,301.01
			Chg	03/05/2014	M6	PAST DUE(LATE) PRK W		10.00	1,311.01
			Chg	03/05/2014	NL	Neighbor. Late Fee		25.00	1,336.01
			Chg	04/02/2014	M6	PAST DUE(LATE) PRK W		10.00	1,346.01
			Chg	04/02/2014	NL	Neighbor. Late Fee		25.00	1,371.01
			Chg	04/02/2014	LS	Admin Fee		25.00	1,396.01
			Cr	05/06/2014	M6	CREDIT		-10.00	1,386.01
			Cr	05/06/2014	M6	CREDIT		-10.00	1,376.01
			Cr	05/06/2014	M6	CREDIT		-10.00	1,366.01
			Cr	05/06/2014	M6	CREDIT		-10.00	1,356.01
			Cr	05/06/2014	M6	CREDIT		-10.00	1,346.01
			Chg	05/07/2014	M6	PAST DUE(LATE) PRK W		10.00	1,356.01
			Chg	05/07/2014	NL	Neighbor. Late Fee		25.00	1,381.01
			Chg	06/02/2014	M6	PAST DUE(LATE) PRK W		10.00	1,391.01
			Chg	06/02/2014	NL	Neighbor. Late Fee		25.00	1,416.01
			Chg	07/01/2014	M6	PAST DUE(LATE) PRK W		10.00	1,426.01
			Chg	07/01/2014	NL	Neighbor. Late Fee		25.00	1,451.01
			Chg	07/28/2014	ls	Admin Fee		150.00	1,601.01
			Chg	07/28/2014	ns	Chg Code Consolidate		150.00	1,751.01
			Chg	07/28/2014	ns	Chg Code Consolidate		25.00	1,776.01
			Cr	07/28/2014	ns	Chg Code Consolidate		-150.00	1,626.01
			Cr	07/28/2014	ns	Chg Code Consolidate		-25.00	1,601.01
			Chg	08/01/2014	M6	PAST DUE(LATE) PRK W		10.00	1,611.01
			Chg	08/01/2014	NL	Neighbor. Late Fee		25.00	1,636.01
			Chg	08/03/2014	ns	chg code consolodate		150.00	1,786.01
			Chg	08/03/2014	ns	chg code consolodate		25.00	1,811.01
			Chg	08/03/2014	ns	chg code consolodate		75.00	1,886.01
			Chg	08/03/2014	ns	chg code consolodate		25.00	1,911.01
			Chg	08/03/2014	ns	chg code consolodate		10.00	1,921.01
			Chg	08/03/2014	m5	chg code consolodate		65.00	1,986.01
			Chg	08/13/2014	n8	AFC RETAINER		172.00	2,158.01
			Chg	08/13/2014	M5	AFC RETAINER		228.00	2,386.01
			Cr	08/13/2014	LS	CREDIT		-10.00	2,376.01
			Cr	08/13/2014	LS	CREDIT		-25.00	2,351.01
			Cr	08/13/2014	LS	CREDIT		-75.00	2,276.01
			Cr	08/13/2014	PL	CREDIT		-65.00	2,211.01
			Cr	08/13/2014	LS	CREDIT		-25.00	2,186.01
			Cr	08/13/2014	ls	CREDIT		-150.00	2,036.01
			Chg	09/03/2014	M6	PAST DUE(LATE) PRK W		10.00	2,046.01
			Chg	09/03/2014	NL	Neighbor. Late Fee		25.00	2,071.01
			Chg	10/01/2014	M6	PAST DUE(LATE) PRK W		10.00	2,081.01
			Chg	10/01/2014	NL	Neighbor. Late Fee		25.00	2,106.01
			Chg	10/16/2014	N8	SERVICE		31.18	2,137.19
			Chg	10/16/2014	M5	SERVICE		41.32	2,178.51
			Chg	11/03/2014	M6	PAST DUE(LATE) PRK W		10.00	2,188.51
			Chg	11/03/2014	NL	Neighbor. Late Fee		25.00	2,213.51
			Chg	12/02/2014	M6	PAST DUE(LATE) PRK W		10.00	2,223.51
			Chg	12/02/2014	NL	Neighbor. Late Fee		25.00	2,248.51
			Chg	01/02/2015	a2	PW Amenity		185.00	2,433.51
			Chg	01/02/2015	MP	2015 PW Master		350.00	2,783.51
			Chg	03/03/2015	M6	PAST DUE(LATE) PRK W		10.00	2,793.51
			Chg	04/01/2015	M6	PAST DUE(LATE) PRK W		10.00	2,803.51
			Chg	05/07/2015	M6	PAST DUE(LATE) PRK W		10.00	2,813.51
			Chg	06/03/2015	M6	PAST DUE(LATE) PRK W		10.00	2,823.51
			Chg	07/01/2015	M6	PAST DUE(LATE) PRK W		10.00	2,833.51
			Chg	08/03/2015	M6	PAST DUE(LATE) PRK W		10.00	2,843.51
			Chg	09/01/2015	M6	PAST DUE(LATE) PRK W		10.00	2,853.51
			Chg	10/01/2015	M6	PAST DUE(LATE) PRK W		10.00	2,863.51
			Chg	11/03/2015	M6	PAST DUE(LATE) PRK W		10.00	2,873.51
			Chg	12/02/2015	M6	PAST DUE(LATE) PRK W		10.00	2,883.51
			Chg	01/01/2016	a2	PW Amenity		195.00	3,078.51
			Chg	01/01/2016	MP	2016 PW Master		350.00	3,428.51
			Chg	03/02/2016	M6	PAST DUE(LATE) PRK W		10.00	3,438.51
			Chg	05/03/2016	M6	PAST DUE(LATE) PRK W		10.00	3,448.51
			Chg	06/01/2016	M6	PAST DUE(LATE) PRK W		10.00	3,458.51
			Chg	07/01/2016	M6	PAST DUE(LATE) PRK W		10.00	3,468.51
			Chg	08/02/2016	M6	PAST DUE(LATE) PRK W		10.00	3,478.51
			Chg	09/01/2016	M6	PAST DUE(LATE) PRK W		10.00	3,488.51
			Chg	10/04/2016	M6	PAST DUE(LATE) PRK W		10.00	3,498.51
			Chg	11/01/2016	M6	PAST DUE(LATE) PRK W		10.00	3,508.51
			Chg	12/01/2016	M6	PAST DUE(LATE) PRK W		10.00	3,518.51
			Chg	01/01/2017	a2	PW Amenity		195.00	3,713.51
			Chg	01/01/2017	MP	2017 PW Master		350.00	4,063.51

Resident Transaction Report Park West Master Association, Inc. Dates 05/31/2004 to 04/25/2018
---

PW-CHU Churchill Park  
Mt. Pleasant SC 29466

Unit	Lot #	Resident	Type	Date	CC	Description	Check	Amount	Balance	
			Chg	03/01/2017	M6	PAST DUE(LATE) PRK W		10.00	4,073.51	
			Chg	04/03/2017	M6	PAST DUE(LATE) PRK W		10.00	4,083.51	
			Cr	04/11/2017	NA	No Longer Manage		-272.01	3,811.50	
			Cr	04/11/2017	NA	No Longer Manage		-279.00	3,532.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	3,507.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	3,482.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	3,457.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	3,432.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	3,407.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	3,382.50	
			Cr	04/11/2017	n8	No Longer Manage		-172.00	3,210.50	
			Cr	04/11/2017	M5	No Longer Manage		-228.00	2,982.50	
			Cr	04/11/2017	ns	No Longer Manage		-25.00	2,957.50	
			Cr	04/11/2017	ns	No Longer Manage		-75.00	2,882.50	
			Cr	04/11/2017	ns	No Longer Manage		-25.00	2,857.50	
			Cr	04/11/2017	ns	No Longer Manage		-10.00	2,847.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	2,822.50	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	2,797.50	
			Cr	04/11/2017	N8	No Longer Manage		-31.18	2,766.32	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	2,741.32	
			Cr	04/11/2017	NL	No Longer Manage		-25.00	2,716.32	
			Chg	05/02/2017	M6	PAST DUE(LATE) PRK W		10.00	2,726.32	
			Chg	06/01/2017	M6	PAST DUE(LATE) PRK W		10.00	2,736.32	
			Chg	06/16/2017	Is	Admin Fee		25.00	2,761.32	
			Chg	07/03/2017	M6	PAST DUE(LATE) PRK W		10.00	2,771.32	
			Chg	08/01/2017	M6	PAST DUE(LATE) PRK W		10.00	2,781.32	
			Chg	08/16/2017	LS	Admin Fee		75.00	2,856.32	
			Chg	08/16/2017	M5	PW Master Legal		65.00	2,921.32	
			Chg	09/01/2017	M6	PAST DUE(LATE) PRK W		10.00	2,931.32	
			Chg	10/03/2017	M6	PAST DUE(LATE) PRK W		10.00	2,941.32	
			Chg	11/01/2017	M6	PAST DUE(LATE) PRK W		10.00	2,951.32	
			Chg	12/01/2017	M6	PAST DUE(LATE) PRK W		10.00	2,961.32	
			Chg	01/01/2018	a2	PW Amenity Assmt		245.00	3,206.32	
			Chg	01/01/2018	MP	2018 PW Master		315.00	3,521.32	
			Chg	03/05/2018	M6	PAST DUE(LATE) PRK W		10.00	3,531.32	
			Chg	04/17/2018	M6	PAST DUE(LATE) PRK W		10.00	3,541.32	
			End Bal							3,541.32

**Alan G. Nix**

---

**From:** Stephanie Trotter <Stephanie.Trotter@mccabetrotter.com>  
**Sent:** Wednesday, April 25, 2018 11:54 AM  
**To:** alan.g.nix@gmail.com  
**Subject:** Park West Master Statement  
**Attachments:** Park West Master Statement.pdf

Mr. Nix,

Attached please find a current account statement for your account with Park West Master Association, Inc. If you have any questions regarding this matter please contact the Association through their managing agent. My firm is not collecting this debt on the Association's behalf at this time.



Stephanie C. Trotter  
Shareholder  
Stephanie C. Trotter  
Shareholder  
4500 Fort Jackson Blvd, Suite 250  
Suite 250  
Columbia, SC 29209  
Direct Line: (803) 724-5008  
Fax: (803) 724-5001  
Licensed in South Carolina and North Carolina  
Online Payments: [mccabetrotter.com/payments](http://mccabetrotter.com/payments)

**NOTICES**

**PRIVILEGED AND CONFIDENTIAL:** This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the

reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-724-5000 or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

**DEBT COLLECTOR:** This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

**IRS CIRCULAR 230 DISCLOSURE:** To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

# **Exhibit**

# **F**

STATE OF SOUTH CAROLINA     )  
  )     **ASSIGNMENT OF FORECLOSURE RIGHTS**  
COUNTY OF CHARLESTON        )

THIS ASSIGNMENT OF FORECLOSURE RIGHTS (the "*Assignment*") is made on the Execution Date (hereinafter defined) by and between:

PARK WEST MASTER ASSOCIATION, INC.  
(*"Assignor"* or *"Master Association"*),

and

CHURCHILL PARK  
(*"Assignee"* or *"Subordinate Association"*).

**WITNESSETH:**

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK WEST MASTER ASSOCIATION dated December 17, 1997 and recorded in the Charleston County RMC Office in Book P294 at Page 275 (as amended and supplemented, the "*Master Declaration*") encumbered the master-planned community commonly known as Park West, as more particularly described therein (the "*Park West Property*"), and established the Park West Master Association, Inc. (the "*Master Association*") to manage the maintenance and operation of the Park West Property, including without limitation granting the Master Association a continuing lien over Units located within the Park West Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, the Master Declaration provides for the creation of Subordinate Associations, by the recording of Subordinate Declarations encumbering specific portions of the Park West Property, to manage the maintenance and operation of such specified portions of the Park West Property; and

WHEREAS, that certain DECLARATION OF PROTECTIVE COVENANTS FOR CHURCHILL PARK, dated January 5, 2000 and recorded January 10, 2010 in the Charleston County RMC Office in Book S340 at Page 595 (as amended and supplemented, the "*Subordinate Declaration*") encumbered the property commonly known as Churchill Park, as more particularly described therein (the "*Churchill Park Property*"), and established a homeowners association currently known as Churchill Park (the "*Subordinate Association*") to manage the maintenance and operation of the Churchill Park Property, including without limitation granting the Subordinate Association a continuing lien over Lots located within the Churchill Park



Property to collect Assessments from those Lot Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain ASSIGNMENT OF LIEN AND FORECLOSURE RIGHTS dated April 16, 2013 and recorded April 28, 2013 in the Charleston County RMC Office in Book 0326 at Page 993 (the "*Subordinate Assignment*") sought to grant to the Master Association rights to enforce and foreclose upon the Subordinate Association Assessment liens for the collection of delinquent Assessments (to include all associated fines, interest, costs and attorneys fees as authorized by the Subordinate Declaration); and,

WHEREAS, by the execution of this Assignment, Assignor elects to assign back to Assignee a coextensive individual right of Assignee to enforce and to the extent the Subordinate Assignment is construed as having assigned all of the Subordinate Association's rights to foreclose upon Assessment liens for the collection of delinquent Assessments as defined herein above, foreclose upon its respective Assessment liens for the collection of delinquent Assessments (to include all associated fines, interest, costs and attorneys fees as authorized by the applicable Subordinate Declaration) such that the Subordinate Association and the Master Association each have the coextensive, equal and separate right and authority to enforce and foreclose upon such Subordinate Association's Assessment liens for the collection of delinquent Assessments (to include all associated fines, interest, costs and attorneys fees as authorized by the respective applicable Subordinate Declarations);

NOW, THEREFORE, for value received, the Assignor hereby sells, transfers and assigns unto Assignee, its successors and assigns, the respective rights, as described herein, to enforce and foreclose upon Assignee's Assessment liens for the collection of delinquent Assessments, including any and all associated fines, interest, costs, and attorney's fees as authorized by the applicable Subordinate Declaration, while Assignor retains for itself the coextensive right to enforce and foreclose upon Subordinate Association's Assessment liens for the collection of delinquent Assessments, including any and all associated fines, interest, costs, and attorney's fees as authorized by the applicable Subordinate Declaration. The collection and enforcement rights contemplated by this Assignment shall include all legal and equitable remedies granted to Subordinate Association as set forth in the applicable Subordinate Declaration.

This Assignment applies to all existing and future Assessment liens held by the Subordinate Association. It is the intent of the parties for Subordinate Association to continue filing its own Notice of Liens for delinquent Assessments, however by operation of this Assignment Subordinate Association possess the rights to enforce and foreclose upon such Subordinate Association's Assessment liens and the Master Association holds a coextensive right to enforce and foreclose on any such Subordinate Association's Assessment liens.

The rights and benefits herein conferred upon the Assignee shall inure to the benefit of each of their successors and assigns.

Any capitalized terms used, but not defined, herein shall have the meaning set forth in the Master Declaration or the applicable Subordinate Declaration.

IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed on the date(s) of signature below (the "Execution Date"). If the signature dates differ, the later of the signature dates shall constitute the Execution Date.

WITNESSES:

[Signature]  
(Witness #1)  
[Signature]  
(Witness #2)

ASSIGNOR:

Park West Master Association, Inc.

By: [Signature]  
Print Name: Kevin Steelman  
Its: President  
Date: 9-14-17

STATE OF SOUTH CAROLINA )  
  ) )  
COUNTY OF Richland ) )

ACKNOWLEDGMENT  
S.C. §30-5-30  
(EFFECTIVE MARCH 14, 2016)

I, Terrie Cross, a Notary Public for South Carolina, do hereby certify that Park West Master Association, Inc., by its authorized officer, Kevin Steelman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14<sup>th</sup> day of Sept 2017.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 02-26-24

WITNESSES:

[Signature]  
(witness #1)  
[Signature]  
(witness #2)

ASSIGNEE:

Churchill Park

By: [Signature]  
Print Name: Zane Perry  
Its: President  
Date: 9/14/17

STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

ACKNOWLEDGMENT  
S.C. §30-5-30  
(EFFECTIVE MARCH 14, 2016)

I, Shaunda Cothens, a Notary Public for South Carolina, do hereby certify that Churchill Park, by its authorized officer, Zane Perry, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of September, 2017.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: July 16, 2025  
~~MY COMMISSION EXPIRES JULY 16, 2021~~

# **Exhibit**

# **G**

\* required fields

Select the type of search

All Types

**Deeds/Miscellaneous Mortgages**

Grantor (Seller)       Mortgagor (Borrower)

Grantee (Buyer)       Mortgagee (Lender)

Grantor & Grantee     Mortgagor & Mortgagee

Select owner type

**Owner**  Individual  Firms  Both

Enter search criteria

**Last Name / Firm Name** churchill Park

**First Name / Firm Name**

**begin Record Date\***  
(mm/dd/yyyy) 09 / 01 / 2017      ✕

**thru Record Date**  
(mm/dd/yyyy) mm / dd / yyyy

## Legal Disclaimer

### COUNTY OF CHARLESTON, S.C. WEBSITE

Neither the County of Charleston, S.C. nor any agency, officer, elected official or employee of the County of Charleston, S.C. (collectively known as "the County") warrants the accuracy, reliability or timeliness of any information on this website and shall not be liable for any losses caused by such reliance on the accuracy, reliability or timeliness of such information, including, but not limited to, incidental and consequential damages. This publication is provided "as is" without warranty of any

I have read and I agree to the terms in the legal disclaimer.



## Helpful Information

- Available Images and Tracers
- How do I Search Deeds/Mortgages
- How do I search Plats
- How do I search Liens

## Municipalities

- [City of Charleston](#)
- [City of Folly Beach](#)
- [City of North Charleston](#)
- [City of Isle of Palms](#)
- [Town of Awendaw](#)
- [Town of Hollywood](#)

## Additional Resources

- [Arts & Entertainment](#)
- [CARTA Transit System](#)
- [County Library](#)
- [County Parks](#)
- [Sex Offenders Search](#)
- [Identity Theft Info](#)
- [Traffic Cam](#)
- [Make-A-Wish Car Donation](#)

## Social Media



---

No documents found in the OnBase Repository for search values

---

# **Exhibit**

# **H**



BP0326993

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF CHARLESTON )

**ASSIGNMENT OF LIEN  
AND FORECLOSURE RIGHTS**

THIS ASSIGNMENT OF LIEN AND FORECLOSURE RIGHTS (the "Assignment") is made on the Execution Date (hereinafter defined) by and between:

ARLINGTON AT PARK WEST ASSOCIATION, INC.,  
BERKLEIGH AT PARK WEST ASSOCIATION, INC.,  
COATBRIDGE AT PARK WEST ASSOCIATION, INC.,  
FOXMOOR HOMEOWNERS ASSOCIATION, INC.,  
TENNYSON AT PARK WEST ASSOCIATION, INC.,  
WHEATSTONE AT PARK WEST ASSOCIATION, INC.,  
MASONBOROUGH AT PARK WEST ASSOCIATION, INC.,  
MELROSE AT PARK WEST ASSOCIATION, INC.,  
PEMBROKE AT PARK WEST ASSOCIATION, INC.,  
SUMMERLIN AT PARK WEST ASSOCIATION, INC.,  
WELLESLEY PLACE HOMEOWNER'S ASSOCIATION, INC. AND  
CHURCHILL PARK HOMEOWNER'S ASSOCIATION, INC.  
(collectively, "Assignors" or "Subordinate Associations"),

and

PARK WEST MASTER ASSOCIATION, INC. ("Assignee" or "Master Association").

**WITNESSETH:**

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK WEST MASTER ASSOCIATION dated December 17, 1997 and recorded in the Charleston County RMC Office in Book P29ar4 at Page 275 (as amended and supplemented, the "Master Declaration") encumbered the master-planned community commonly known as Park West, as more particularly described therein (the "Park West Property"), and established the Park West Master Association, Inc. (the "Master Association") to manage the maintenance and operation of the Park West Property, including without limitation granting the Master Association a continuing lien over Units located within the Park West Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, the Master Declaration provides for the creation of Subordinate Associations, by the recording of Subordinate Declarations encumbering specific portions of the Park West Property, to manage the maintenance and operation of such specified portions of the Park West Property; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARLINGTON AT PARK WEST ASSOCIATION, INC. dated March 23, 2000 and recorded May 3, 2000 in the Charleston County RMC Office in Book G346 at Page 430 (as amended and supplemented, the "Arlington Subordinate Declaration") encumbered the property commonly known as Arlington at Park West, as more particularly described therein (the "Arlington Property"), and established Arlington at Park West Association, Inc. (the "Arlington Subordinate Association") to manage the maintenance and operation of the Arlington Property, including without limitation granting the Arlington Subordinate

Association a continuing lien over Units located within the Arlington Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERKLEIGH AT PARK WEST ASSOCIATION, INC. dated October 31, 2001 and recorded November 2, 2001 in the Charleston County RMC Office in Book W386 at Page 624 (as amended and supplemented, the "*Berkleigh Subordinate Declaration*") encumbered the property commonly known as Berkleigh at Park West, as more particularly described therein (the "*Berkleigh Property*"), and established the Berkleigh at Park West Association, Inc. (the "*Berkleigh Subordinate Association*") to manage the maintenance and operation of the Berkleigh Property, including without limitation granting the Berkleigh Subordinate Association a continuing lien over Units located within the Berkleigh Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COATBRIDGE AT PARK WEST dated and recorded April 25, 2000 in the Charleston County RMC Office in Book S346 at Page 669 (as amended and supplemented, the "*Coatbridge Subordinate Declaration*") encumbered the property commonly known as the Coatbridge at Park West, as more particularly described therein (the "*Coatbridge Property*"), and established the Coatbridge at Park West Association, Inc. (the "*Coatbridge Subordinate Association*") to manage the maintenance and operation of the Coatbridge Property, including without limitation granting the Coatbridge Subordinate Association a continuing lien over Units located within the Coatbridge Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FOXMOOR AT PARK WEST dated October 11, 1999 and recorded October 13, 1991 in the Charleston County RMC Office in Book X335 at Page 373 (as amended and supplemented, the "*Foxmoor Subordinate Declaration*") encumbered the property commonly known as Foxmoor at Park West, as more particularly described therein (the "*Foxmoor Property*"), and established the Foxmoor Homeowners Association, Inc. (the "*Foxmoor Subordinate Association*") to manage the maintenance and operation of the Foxmoor Property, including without limitation granting the Foxmoor Subordinate Association a continuing lien over Lots located within the Foxmoor Property to collect Assessments from those Lot Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TENNYSON AT PARK WEST dated March 10, 1999 and recorded March 11, 1999 in the Charleston County RMC Office in Book F322 at Page 509 (as amended and supplemented, the "*Tennyson Subordinate Declaration*") encumbered the property commonly known as Tennyson at Park West, as more particularly described therein (the "*Tennyson Property*"), and established the Tennyson at Park West Association, Inc. (the "*Tennyson Subordinate Association*") to manage the maintenance and operation of the Tennyson Property, including without limitation granting the Tennyson Subordinate Association a continuing lien over Units located within the Tennyson Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHEATSTONE AT PARK WEST ASSOCIATION, INC. dated June 17, 1999 and recorded June 18, 1999 in the Charleston County RMC Office in Book W328 at Page 179 (as amended and supplemented, the "*Wheatstone Subordinate Declaration*") encumbered the property commonly known as the Wheatstone at

Park West, as more particularly described therein (the "*Wheatstone Property*"), and established the Wheatstone at Park West Association, Inc. (the "*Wheatstone Subordinate Association*") to manage the maintenance and operation of the Wheatstone Property, including without limitation granting the Wheatstone Subordinate Association a continuing lien over Units located within the Wheatstone Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MASONBOROUGH AT PARK WEST ASSOCIATION INC., dated June 29, 2000, and recorded June 30, 2000 in the Charleston County RMC Office in Book M350 at Page 001 (as amended and supplemented, the "*Masonborough Subordinate Declaration*") encumbered the property commonly known as Masonborough at Park West, as more particularly described therein (the "*Masonborough Property*"), and established the Masonborough at Park West Association, Inc. (the "*Masonborough Subordinate Association*") to manage the maintenance and operation of the Masonborough Property, including without limitation granting the Masonborough Subordinate Association a continuing lien over Lots located within the Masonborough Property to collect Assessments from those Lot Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEMBROKE AT PARK WEST ASSOCIATION, INC. dated and recorded February 11, 2005 in the Charleston County RMC Office in Book R525 at Page 028 (as amended and supplemented, the "*Pembroke Subordinate Declaration*") encumbered the property commonly known as Pembroke at Park West, as more particularly described therein (the "*Pembroke Property*"), and established the Pembroke at Park West Association, Inc. (the "*Pembroke Subordinate Association*") to manage the maintenance and operation of the Pembroke Property, including without limitation granting the Pembroke Subordinate Association a continuing lien over Units located within the Pembroke Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERLIN AT PARK WEST ASSOCIATION, INC. dated January 22, 1999 and recorded January 25, 1999 in the Charleston County RMC Office in Book Y318 at Page 593 (as amended and supplemented, the "*Summerlin Subordinate Declaration*") encumbered the property commonly known as Summerlin at Park West, as more particularly described therein (the "*Summerlin Property*"), and established the Summerlin at Park West Association, Inc. (the "*Summerlin Subordinate Association*") to manage the maintenance and operation of the Summerlin Property, including without limitation granting the Summerlin Subordinate Association a continuing lien over Units located within the Summerlin Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MELROSE AT PARK WEST ASSOCIATION, INC. dated December 15, 1999 and recorded December 29, 1999 in the Charleston County RMC Office in Book U339 at Page 751 (as amended and supplemented, the "*Melrose Subordinate Declaration*") encumbered the property commonly known as Melrose at Park West, as more particularly described therein (the "*Melrose Property*"), and established the Melrose at Park West Association, Inc. (the "*Melrose Subordinate Association*") to manage the maintenance and operation of the Melrose Property, including without limitation granting the Melrose Subordinate Association a continuing lien over Units located within the Melrose Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF PROTECTIVE COVENANTS FOR WELLESLEY PLACE, dated November 20, 2000 and recorded November 21, 2000 in the Charleston County RMC Office in Book A359 at Page 223 (as amended and supplemented, the "*Wellesley Place Subordinate Declaration*") encumbered the property commonly known as Wellesley Place, as more particularly described therein (the "*Wellesley Place Property*"), and established the Wellesley Place Homeowner's Association, Inc. (the "*Wellesley Place Subordinate Association*") to manage the maintenance and operation of the Wellesley Place Property, including without limitation granting the Wellesley Place Subordinate Association a continuing lien over Lots located within the Wellesley Place Property to collect Assessments from those Lot Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain DECLARATION OF PROTECTIVE COVENANTS FOR CHURCHILL PARK, dated January 5, 2000 and recorded January 10, 2010 in the Charleston County RMC Office in Book S340 at Page 595 (as amended and supplemented, the "*Churchill Park Subordinate Declaration*") encumbered the property commonly known as Churchill Park, as more particularly described therein (the "*Churchill Park Property*"), and established the Churchill Park Homeowner's Association, Inc. (the "*Churchill Park Subordinate Association*") to manage the maintenance and operation of the Churchill Park Property, including without limitation granting the Churchill Park Subordinate Association a continuing lien over Lots located within the Churchill Park Property to collect Assessments from those Lot Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, by the recording of this Assignment, Assignors hereby elect to assign to Assignee their aforementioned respective rights to enforce and foreclose upon their Assessment liens for the collection of delinquent Assessments (to include any and all associated fines, interest, costs, and attorney's fees as authorized by the applicable Subordinate Declaration).

NOW, THEREFORE, for value received, the Assignors hereby sell, transfer and assign unto the Assignee, its successors and assigns, their respective rights, as described herein, to enforce and foreclose upon their Assessment liens for the collection of delinquent Assessments, including any and all associated fines, interest, costs, and attorney's fees as authorized by the applicable Subordinate Declaration. The collection and enforcement rights transferred pursuant to this Assignment shall include all legal and equitable remedies granted to the Subordinate Associations as set forth in the applicable Subordinate Declaration.

This Assignment applies to all existing and future Assessment liens held by the Subordinate Associations. It is the intent of the parties for each Subordinate Association to continue filing its own Notice of Liens for delinquent Assessments, however by operation of this Assignment the Master Association possesses the rights to enforce and foreclose upon such Assessment liens.

The rights and benefits herein conferred upon the Assignee shall inure to the benefit of its successors and assigns.

Any capitalized terms used, but not defined, herein shall have the meaning set forth in the Master Declaration or the applicable Subordinate Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused these presents to be duly executed on the date(s) of signature below (the "*Execution Date*"). If the signature dates differ, the later of the signature dates shall constitute the Execution Date.

WITNESSES:

(witness #1)

(witness #2)

[Signature]  
S. Rolts

ASSIGNOR:

Wellesley Place Homeowner's Association, Inc.

By: [Signature]  
Print Name: LARRY RIDLEHOVED  
Its: AGENT  
Date: 4/16/2013

STATE OF SOUTH CAROLINA )  
COUNTY OF Richland )

ACKNOWLEDGMENT  
S.C. §30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, Stephanie Trotter, a Notary Public for South Carolina, do hereby certify that Wellesley Place Homeowner's Association, Inc., by its authorized officer, Larry Ridlehoed, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 24 day of April, 2013.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 5-30-17

WITNESSES:

S. Rogers  
 (witness #1)  
 \_\_\_\_\_  
 (witness #2)

ASSIGNOR:

Churchill Park Homeowners Association, Inc.

By: [Signature]  
 Print Name: HARRY RIDLEHOVER  
 Its: AGENT  
 Date: 4/16/2013

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF Richland )

ACKNOWLEDGMENT  
 S.C. §30-5-30  
 (EFFECTIVE JANUARY 1, 1995)

I, Stephanie Trotter, a Notary Public for South Carolina, do hereby certify that Churchill Park Homeowner's Association, Inc., by its authorized officer, Larry Ridlehoover, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 24 day of April, 2013

[Signature]  
 Notary Public for South Carolina  
 My Commission Expires: 5-30-17

WITNESSES:

(witness #1)

S. Miller

(witness #2)

ASSIGNEE:

Park West Master Association, Inc.

By:

Print Name: HARRY RIDLEHOOVER

Its: AGENT

Date: 4/16/2013

STATE OF SOUTH CAROLINA )

COUNTY OF Richland )

ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

I, Stephanie Trotter, a Notary Public for South Carolina, do hereby certify that Park West Master Association, Inc., by its authorized officer, Larry Ridlehoover, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 24 day of April, 2013.

S. Miller

Notary Public for South Carolina

My Commission Expires: 5-30-17

Index + Trace refs. per Tia

# RECORDER'S PAGE

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



**Filed By:**

MCCABE TROTTER & BEVERLY  
PO BOX 212069  
  
COLUMBIA, SC 29210

RECORDED		
Date:	April 29, 2013	
Time:	2:49:23 PM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0326	993	Misc
Charlie Lybrand, Register Charleston County, SC		

RMC Bk 0326 Pg 993 : pg 18 \*

**Maker:**

ARLINGTON @ PK WEST ETAL

# of Pages: 18  
# of Sats:  # of Refs:

**Recipient:**

PARK WEST MASTER ASSN

Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ 13.00
Postage	\$ -
Chattel	\$ -
<b>TOTAL</b>	<b>\$ 23.00</b>

**Original Book:**

P294

**Original Page:**

275

Drawer **Drawer 3**  
Clerk **ECP**



0326  
Book



993  
Page



04/29/2013  
Recorded Date



18  
# Pgs



P294  
Original Book



275  
Original Page



D  
Doc Type



14:49:23  
Recorded Time

87422

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

-----

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

**The Honorable Mikell R. Scarborough, Master in Equity**

-----

**Case No. 2014-CP-10-05407  
2017-CP-10-04031**

**Appellate Case No. 2018-000056 / 2018-00017**

**RECEIVED**  
JUL 30 2018  
SC Court of Appeals

-----

**Churchill Park, Respondent**

**v.**

**Alan G. Nix, Norma J. Nix and the Estate of Norma J. Nix, Defendants,  
of which Alan G. Nix is the Appellant**

-----

**PROOF OF SERVICE**

I certify that I served the Motion for Clarification and Reconsideration of the SC Court of Appeals Order dated July 17, 2018 on the Respondent's attorneys of record on July 21<sup>st</sup>, 2018 by depositing a copy of it in the United States Mail, postage paid, as follows:

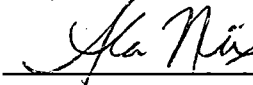
Stephanie Trotter, Esq., and Joel Deason, Esq., (Churchill Park)  
McCabe, Trotter & Beverly, PC  
P.O Box 212069  
Columbia, SC 29221

Todd Musheff, (Churchill Park)  
Law Offices of Todd Musheff  
1121 Park West Blvd, Ste. B 148 (Pak Mail)  
Mount Pleasant, SC 29466

Sally Newman, Esq. and Sarah Schreiber, Esq. (Norma Nix and the Estate of Norma Nix)  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

July 27, 2018

Respectfully submitted,

A handwritten signature in cursive script that reads "Alan Nix". The signature is written in black ink and is positioned above a solid horizontal line.

Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466  
(843) 729-2400  
[alan.g.nix@gmail.com](mailto:alan.g.nix@gmail.com)

27 July 2018

Alan Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466

Hon. Jenny Abbott Kitchings  
P.O. Box 11629  
Columbia, SC 29211

**RECEIVED**  
JUL 30 2018  
SC Court of Appeals

RE: MOTION – Clarify and Reconsider Order dated 17 July 2018  
Appellate Case No. 2018-000056 / 2018-000174  
Churchill Park v Nix et al / Case No. 2014-CP-10-05407 and 2017-CP-10-04031


Dear Ms. Abbott Kitchings,

Please find enclosed:

1. Appellant's motion for clarification and reconsideration of the Court of Appeals Order dated July 17, 2018, denying Appellant's motion for leave to file a Rule 60 motion.
2. Copy of the July 17, 2018 Order
3. Check number 760 in the amount of \$25.00 for the motion fee
4. Proof of Service to the attorneys of record and Judge Scarborough.

Please file the original with your office and return to me the copy marked "File – Appellant copy", stamped by your office, via the enclosed self-addressed postage paid envelope. Thank you very much for your assistance with this matter.

Best regards,

  
Alan Nix

Cc.  
Judge Scarborough  
Master in Equity, Charleston County  
100 Broad St. Ste. 266  
Charleston, SC 29401

Charleston County Clerk of Court  
100 Broad Street, Suite 106  
Charleston, SC 29401

Todd Musheff  
Law Offices of Todd Musheff  
1121 Park West Blvd., Ste. B 148  
Mount Pleasant, SC 29466

Stephanie Trotter  
McCabe, Trotter & Beverly, PC  
PO Box 212069  
Columbia, SC 29221

Sally Newman  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

Joel Deason  
McCabe, Trotter & Beverly, PC  
P.O. Box 212069.  
Columbia, SC 29221

Sarah Schreiber  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

PRESS FIRMLY TO SEAL

PRESS FIRMLY TO SEAL

PRIORITY MAIL  
POSTAGE REQUIRED

**PRIORITY**



Retail

**P**

US POSTAGE PAID  
**\$6.70**

Origin: 29403  
Destination: 29211  
0 Lb 13.70 Oz  
Jul 27, 18  
4514880242-56

1024

**PRIORITY MAIL 2-Day**

Expected Delivery Day: 07/30/2018

**B012**

USPS TRACKING NUMBER



9505 5127 2833 8208 2084 00



PS00001000014

EP14F July 2013  
OD: 12.5 x 9.5

VISIT US AT **USPS.COM**  
ORDER FREE SUPPLIES ONLINE



**PRIORITY**  
★ MAIL ★



FROM:

ALAN NIX  
1401 DENIMORE CIRCLE  
MT. PLEASANT, SC 29406  
**RECEIVED**

JUL 30 2018

TO: SC Court of Appeals

JENNY ABBOTT KITCHINGS  
SC COURT OF APPEALS  
P.O. Box 11629  
COLUMBIA, SC 29211

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL USE

This envelope is made from post-consumer waste. Please recycle - again.

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail® shipments. Misuse may be a violation of federal law. This packaging is not for resale. EP14F © U.S. Postal Service, July 2013. All rights reserved.