

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
CHURCHILL PARK)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

RECEIVED

Case No.: 2017-CP-10-04031

NOV 19 2018

SC Court of Appeals

Plaintiff,

**DEFENDANT'S 60(b) MOTION FOR
ORDER FILED 9 NOVEMBER 2017**

ALAN G. NIX, NORMA J. NIX AND)
)
ESTATE OF NORMA J. NIX)
)
Defendants,)

2018-00056
2018-000174

FILED
CLERK OF COURT
NOV -9 PM 4:24

PLEASE TAKE NOTICE, pursuant to Rule 60(b), SCRPC, Defendant Alan Nix hereby submits this motion to set aside Judge Scarborough's order filed with the Charleston County Clerk of Court on 9 November 2017 and to dismiss the case, with prejudice, in favor of the defendants.

This motion is based on the pleadings, the record and the applicable law and such other matters as may be presented to the Court before or at the time of the hearing.

Due to the ongoing delay and contradictory and unclarified denials of the SC Court of Appeals related to multiple motions of defendant during the proceeding five months attempting to properly be granted leave of the Court of Appeals to timely file a 60(b) motion, this motion is being filed at the last moment allowed to ensure defendants' rights are not any further denied, resulting in further and unnecessary financial, physical, and emotional injury to himself, his family and his property.

I.

ARGUMENT

1. The lien that is the basis of these actions, filed by McCabe, Trotter and Beverly, PC with the Charleston County RMC on 23 May 2013 in Book 0333, Page 083, suffers from at least

two legally fatal flaws, making the lien legally unenforceable. First, it specifies that the date of execution is 16 May 2013, but the acknowledgement date is 21 May 2013. Second, it is filed in the name of "Churchill Park", not the name of the Real Party in Interest, Churchill Park Homeowners' Association, Inc. Furthermore, given no contract has ever been produced that specifically states Mr. Ryan McCabe and Ms. Stephanie Trotter were ever properly hired as legal counsel for the plaintiff, it is likely that Mr. McCabe and Ms. Trotter were not the legal representatives of the plaintiff, "Churchill Park", or clearly not the legal representatives of the Real Party in Interest, Churchill Park Homeowners' Association, Inc.

2. The document titled "Assignment of Lien and Foreclosure Rights", filed by McCabe Trotter and Beverly with the Charleston County RMC on 29 April 2013 in Book 0326, Page 933, suffers from multiple issues, at least one of which is clearly fatal in terms of being legally enforceable. On page 16 of the document is the assignment of lien and foreclosure rights being signed away by the apparent agent of the Grantor, Churchill Park Homeowners' Association, Inc. The obviously legally fatal issue of this assignment is the execution date is listed as 16 April 2013, but Ms. Trotter's acknowledgement date of when she states she saw the apparent agent of Churchill Park Homeowners' Association, Inc., Mr. Larry Ridlehover sign the document in person is eight days later on 24 April 2013. Additional potential issues, which Judge Scarborough apparently did not find it necessary to determine based on first hand testimony of Ms. Trotter and Mr. Ridlehover is who was the apparent second witness of Mr. Ridlehover's signature on either 16 April or 24 April 2013, and did Mr. Ridlehover actually have the stated agency rights to assign the rights of lien and foreclosure away from Churchill Park Homeowners Association, Inc. at the time of execution. Also, given the special circumstances of Mr. Ridlehover acting in a dual agency role for the twelve assignors as well as the assignee, Park West Master Association, Inc., did Mr. Ridlehover seek special permission from the thirteen parties to act in a dual agency role given the potential for conflict of interest issues with one or more of the parties to the contract, especially the Assignee, Park West Master Association, Inc. Lastly, by specific language related to the Bylaws and Declaration of Protective Covenants for Churchill Park, recorded in the Charleston County RMC in Book S340, Page 595 on 10 January 2000, a transaction of this nature would require a two thirds votes in favor of such assignment by the Total Association Vote. Clearly, there is no indication in this assignment, or has there been

any records of a vote by the Total Association voting in favor of such a transaction by a two thirds margin, ever produced, consequently, the assignment is invalid.

3. In the subject order, on page nine, there is language which purports that the Assignor elects to assign back to the Assignee a coextensive individual right. This language is from an apparent contract signed by the "Assignor"'s President, Mr. Kevin Steelman of Park West Master Association, Inc. and the apparent Assignee's President, Mr. Zane Perry, titled "Assignment of Foreclosure Rights", that was allegedly executed on 14 September 2017. There are numerous, obvious issues with this contract and apparent reliance on it by Judge Scarborough. First, for this contract to be remotely legally enforceable and valid, the Assignment of Lien and Foreclosure Rights from April 2013 would have to be valid. That is clearly not true. Second, almost fourteen months after Mr. Perry and Mr. Steelman decided they needed to assign the rights of foreclosure back to "Churchill Park", the document still is not filed with the Charleston County RMC. The concept of a coextensive right is of highly questionable merit and purpose. However, just like with the two thirds vote of the Total Association in favor required to validly assign the rights of lien and foreclosure away from Churchill Park Homeowners' Association, Inc. to Park West Master Association, Inc. over four years earlier, a two thirds vote of the Total Association in favor of assigning a "coextensive individual right" to Park West Master Association, Inc. would also have been required, and that was not the case on 14 September 2017 or the date of this 60(b) motion. The purpose of this language in the order, and the underlying contract, were clearly invalid, and arguably for an improper purpose. Of significant importance, Judge Scarborough knew when he filed this order on 9 November 2017 that the underlying document, the "Assignment of Foreclosure Rights" still had not been filed with the Charleston County RMC.

4. On page seven of the order, Judge Scarborough states that the "defendants faced the same collection process as all delinquent owners." However, not only is this statement patently false, Judge Scarborough was clearly familiar with at least one example of this not being true at the time he entered this order due to a related matter which had been before him on 8 August 2017. To specifically list the other eight liens recorded with the Charleston County RMC that had not been foreclosed on as of 9 November 2017, 1) 7 November 2008, Book 0019, Page 453, 2) 8 December 2008, Book 0023, Page 900, 3) 16 November 2009, Book 0091, Page 806, 4) 16 November 2009, Book 0091, Page 808, 5) 16 November 2009, Book 0091, Page 813, 6) 21

September 2011, Book 0208, Page 155, 7) 21 September 2001, Book 0208, Page 157, and 8) 8 July 2016, Book 0569, Page 039. Of note, all but one of these liens are older than the lien which is the subject of these two foreclosure lawsuits, so clearly, not all owners “faced the same collection process” as Judge Scarborough seems to declare as fact.

5. With respect to the lien recorded on 8 July 2016, Book 0569, Page 039, of special note, it is recorded in the name of the Real Party in Interest, Churchill Park Homeowners’ Association, Inc. Second, that lien was discussed on 4 May 2017 in a hearing with Judge Scarborough and he reviewed a copy of the lien during that hearing. Lastly, and quite important, Judge Scarborough oversaw a related foreclosure of this property on 2017 in which the party that was notified of the hearing, Southern Community Services, did not have an answer to the complaint filed initially, and did not apparently have an attorney attend the final foreclosure hearing on 8 August 2017, before Judge Scarborough.

6. Plaintiff introduced exhibit 12 at the hearing of 26 September 2017 which consisted of copies of the front and back of five checks. Four of the checks had been mailed to the Southern Community Services lockbox in Atlanta, GA between 30 August 2017 and 1 September 2017. All four of these checks had been endorsed on the back as “endorse to mtb”, had #989 B written on the front, and a partial electronic processing statement imprinted on the back. The fifth check was mailed to the Gold Crown Management office in Mt. Pleasant, SC on 8 August 2017 and it was endorsed as “Churchill @ pw to mccabe trotter”. Four of the checks were made out to the Real Party in Interest Churchill Park Homeowners Association, Inc. and the fifth check was made out to Churchill Park at Park West Association, Inc. Legally, once a check is endorsed, it is considered transacted and consequently should be applied to the related account. In these circumstances, given all five checks were endorsed to some version of McCabe Trotter and Beverly, they all five were legally transacted, should have been applied to some account(s) and if a legal foreclosure or lien were in place at the time, the endorsements of these checks operated to reset the timeline to file a lien or foreclose on a lien. Somehow, Judge Scarborough did not understand this basic principle of business, accounting and law.

7. On page sixteen of the order, number 4, Judge Scarborough awards an interest rate of 18% to the plaintiff despite one, the initial complaint filed 4 September 2014 only specified an interest rate of 8.75% and the SC State law, Section 34-31-20 is limited to prime rate as listed in

the first edition of the Wall Street Journal for the calendar year for which the damages are awarded, plus four percentage points. Clearly 18% is not a legal interest rate to be awarded.

8. On page sixteen of the order, Judge Scarborough awards the plaintiff a total amount of \$22,554.97. However, at the conclusion of the hearing on 26 September 2017, Judge Scarborough found it proper to award the plaintiff a total amount of \$25,146.72. Judge Scarborough has yet been able to explain the difference of the two amounts, eg. 2591.75, and apparently didn't find it necessary to explain the difference between his originally well reasoned award amount and his revised apparently better reasoned award amount when he finally managed to file the order 44 days later.

9. When Judge Scarborough filed his final order on 9 November 2017, he filed it in the Charleston County Clerk of Court's office, not in the Richland County Clerk of Court's office as required by the Order of Reference for case 2014-CP-10-05407, signed by Ms. Armstrong on 14 November 2014. Consequently, when Judge Scarborough did not file his final order with the Richland County Clerk of Court's Office by 27 November 2017, 60 days after the final hearing, Judge Scarborough's final order was null and void.

10. Likewise, when Judge Scarborough did not file his improper Form 4 order dated 21 March 2016 with the Richland County Clerk of Court by 20 May 2016, Judge Scarborough's improper dismissal of case 2014-CP-10-05407, citing an alleged 40(j) agreement, was null and void. In this instance, this means that even if case 2014-CP-10-05407 was properly dismissed on 21 March 2016, which it clearly wasn't, it was not dismissed once Judge Scarborough failed to file the Form 4 order dated 21 March 2016 with the Richland County Clerk of Court's office by 20 May 2016, hence, case 2014-CP-10-05407 is still the active case.

11. Given Judge Scarborough clearly dismissed case 2014-CP-10-05407 under false pretenses on 21 March 2016, and with an improper purpose, Judge Scarborough should have recused himself from the case at the same time he signed the Form 4 Order on 21 March 2016.

12. Even if Judge Scarborough chose not to do the right thing until a situation occurred that made it overtly required, Judge Scarborough should have recused himself from case 2014-CP-10-05407 no later than 23 March 2017 when the motions to restore were received by the Charleston County Clerk of Court of Master's in Equity offices.

13. Even if Judge Scarborough chose not to do the right thing and recuse himself on or about 22 March 2016, clearly he should have recused himself on or about 8 May 2017 when he knowingly and improperly restored the original case to the original case number, once again in direct violation of the plain language of Rule 40(j).

14. Even if Judge Scarborough chose not to do the right thing and recuse himself on or about 8 May 2017, he clearly should have recused himself on 8 August 2017 when he had to properly restore the case by signing the original order a second time, after he had knowingly and willfully ran an improperly restored case as if it were real for three months, and actually held a hearing for the case on 7 August 2017, knowing the case was not actually restored.

15. Hence, it would have been proper for Judge Scarborough to have recused himself on 21 March 2016 when he knowingly and willfully dismissed a case for an improper purpose, but beyond a doubt, Judge Scarborough was clearly required to recuse himself not later than 8 August 2017 when he had not only dismissed a case improperly on 21 March 2016, but improperly restored the case on or about 8 May 2017, had scheduled two hearings for an improperly restored case, actually held a hearing for an improperly restored case, and then had to sign the same order a second time to properly restore it, three months later.

16. On 26 September 2017, Judge Scarborough intentionally, knowingly, willfully, and with an improper purpose, did not allow defendant Nix to present his defense case. Specifically, including but not limited to, an intentional violation of defendant Nix's Fourteenth Amendment Rights. One definition of such is: "The required elements of due process are those that "minimize substantively unfair or mistaken deprivations" by enabling persons to contest the basis upon which a state proposes to deprive them of protected interests. The core of these requirements is notice and a hearing before an impartial tribunal. Due process may also require an opportunity for confrontation and cross examination." Footnote 1.

17. Clearly, Judge Scarborough cannot claim he remotely represents an impartial tribunal. His order itself of 9 November 2017 makes the case against Judge Scarborough as an impartial tribunal. As just one example, consider his apparent finding of fact on page four of the order where he states: "As with most neighborhood owners associations, the Board Members are simply volunteer neighbors and those volunteer neighbors on the Board rely on the professional property managers to properly address such matters as insurance, taxes, any permits, or licenses,

and associated paperwork, and to meet all necessary corporate formalities of the Association” While it is permissible for a Board of Directors to employ assistance of other to help them run a corporation, there is no arguing the fact that the Board of Directors has a fiduciary responsibility to its members to run the corporation properly, and provide proper oversight to all Persons that it employs to assist it in running the corporation. For all practical purposes, and this is not the only instance, Judge Scarborough is essentially acting as the defense attorney for the apparent Plaintiff Board of Directors, arguing a irrational line of reasoning that is in direct contradiction to the plain fact that a Board of Directors of a corporation is ultimately responsible to its members and for the proper management of the corporation, and may not assign those responsibilities to another.

18. In actuality, there are a number apparent findings of fact by Judge Scarborough in his order that are not based on any valid evidence or testimony.

19. With respect to testimony, there were apparently two witnesses at the hearing of 26 September 2017, neither of which offered valid testimony because neither were actually sworn in as is represented in the transcript on page 21, line 2 and on page 123, line 22. Since Charleston County nor Sandlapper Reporting LLC have produced the request recordings and steno notes since 16 August 2018 relative to this transcript, a subpoena will be issued for this information as soon as the improper order of Judge Scarborough’s dated 1 Dec 2017 is resolved.

20. On page four, Judge Scarborough also appears to find a finding of fact that *“In this case some confusion has arisen because at times, the various property management companies have identified Charleston County’s Churchill Park neighborhood by different geographically identifying labels, such as Churchill at Park West, Churchill @ Park West, Churchill Park at Park West, and Churchill Park @ Park West, and also because such property managers have mistakenly used different corporate labels in different communications as Association forms, A property managers’s use of such labels cannot, however, be construed as an adoption of multiple corporate entities or names for the single Association.”* This is another example of Judge Scarborough playing the rather ironic role of defense attorney for the Plaintiff. First, it appears Judge Scarborough somehow forgot to include the multiple corporate names that the allegedly professional property managers have used that used the “Inc” suffix. For example, Churchill Park at Park West Association, Inc., Churchill at Park West Association, Inc., Churchill Park

Homeowners' Association, Inc. Likewise, Judge Scarborough somehow seems to be confused himself about the difference between a neighborhood and a corporation and seemingly chooses to avoid explaining how an apparently competent, engaged Board of Directors of a corporation would allow their agents, employees, contractors, subcontractors, third party contractors, etc. "mistakenly" use multiple wrong names for their corporation on an ongoing basis and often, multiple wrong names for their corporation at the very same time in the very same communication,

21. On page five, Judge Scarborough seems to further make a finding of fact that "*The mistaken us by a property manager or third-party vendor engaged through such a property manager of some other label to denote the Association does not alter the fact that the Association operates the community*". Clearly, Judge Scarborough has missed his calling as a ___ defense attorney. First, having apparently found such a definitive finding of fact, Judge Scarborough seems unable to actually identify the legal name of the "Association". Furthermore, the "property manager" assists the Board of Directors of the corporation (eg. Real Party in Interest) to operate the corporation, not the "community".

22. On page six, Judge Scarborough apparently makes a very conclusive finding of fact that "*From at least the point of turnover from the developer to property owner control, no entity known as "Churchill Park Homeowners' Association, Inc. has ever exercised any operational or management authority or control over Park West's Churchill Park community. Rather the Association, which was created to operate and manage the Churchill Park community, has continuously exercise the operational and management control over the neighborhood.*" First, apparently Judge Scarborough read the Declaration of Protective Covenants for Churchill Park very closely to be able to craft this interesting defense of the "Board". Secondly, there is no testimony or valid evidence to remotely support this apparent finding of fact. Third, at the point of "turnover from the developer to property owner control" is actually when the Declarant, C. Richard Dobson Builders, Inc., through their Division President, Mr. Brian Gardner, recorded the Title to Real Estate with the Charleston County RMC on 5 October 2003 at Book F470, Page 328. Somehow, Judge Scarborough doesn't not seem to recognize that the Declarant, C. Richard Dobson Builders, Inc. actually specifies Churchill Park Homeowners' Association, Inc. twice in the Title to Real Estate document, but then for some reason, gets confused when they write in the name of the Grantee, and somehow mistakenly writes in the name of a different

company, admittedly with a very similar name, incorporated just fourteen days before the Title to Real Estate is executed, with a different address than the Real Party in Interest, Churchill Park Homeowners' Association, Inc.

23. Judge Scarborough then does make a correct finding of fact that *"no CPHAI entity even exists: Secretary of State records reveal that the entity's corporate status has been forfeited and the entity dissolved"* Apparently, in good defense attorney role playing, Judge Scarborough doesn't seem to note a couple of important facts about this finding of fact. First, "CPHAI" stands for Churchill Park Homeowners' Association Inc. Second, as much as it is true that on 9 November 2017 Churchill Park Homeowners' Association, Inc. had been dissolved, that incident had only occurred on 27 July 2017, less than three and a half months earlier. Third, "CPHAI" just coincidentally was dissolved by the SC Secretary of State's office less than two days after Gold Crown Management, Inc. had been served with a subpoena for Churchill Park Homeowners' Association Inc. tax returns for the period 2010 through 2017. Fourth, Gold Crown Management Inc. had sent a letter dated 30 December 2016 that clearly stated they were the "professional management company" for Churchill Park Homeowners' Association, Inc, Fifth, Gold Crown Management, Inc. and their business partner LPPM, Inc. and several attorneys had received a certified letter three weeks earlier informing them that Churchill Park Homeowners' Association, Inc. was without a Registered Agent and that they needed to correct that situation promptly. And last for now, Gold Crown Management, nor any of the other parties on the certified letter dated 5 July 2017 took any action to correct the lack of a registered agent for Churchill Park Homeowners' Association, Inc., thereby setting up a situation to have the corporation dissolved and make make their apparently premeditated strategy of making "Churchill Park" the successor in interest, just like Judge Scarborough inquired about during the 4 May 2017 hearing to restore the previously improperly dismissed case of 2014-CP—10-05407.

24. Apparently, Judge Scarborough found Plaintiff, Plaintiff's attorneys and Plaintiff's attorney's associates last minute scheme to create the appearance of "reasonable attorney fees incurred" proper given he apparently raised no issue, nor remotely questioned their "good faith" by creating an invoice dated 25 September 2017, apparently billing all of their apparent hours since December 2014 the day before a trial.

25. Apparently Judge Scarborough is so familiar with Mr. Musheff's and McCabe Trotter and Beverly, PC that he did not think it was necessary to inquire about all of the time they billed that has redacted descriptions of where the time was billed.

26. Apparently Judge Scarborough didn't see the description of the time spent 7 March 2017 where the concept of "two Churchill Board entities" is cited.

27. Apparently Judge Scarborough thought it was appropriate to award hourly attorney rates for work associated with something other than a foreclosure action. Eg. Small claim case that the "two Churchill Board entities" and "two Neighbors of Nix's" were involved in.

28. Apparently Judge Scarborough is familiar enough with McCabe Trotter and Beverly to believe their story about a fee arrangement without seeing a contract that documents that fee arrangement.

29. Apparently Judge Scarborough believes that the incurred attorney fees and costs, even from more than two years earlier, doesn't have to reflect anywhere on the "Associations" alleged "continuous financial records" to be considered "incurred"

30. Apparently, even though Judge Scarborough clearly read the Declaration of Protective Covenants of Churchill Park very closely to hone in on that whole "operational and management control" theory, in lieu of properly relying on SCRCP Rule 17 to properly establish the Real Party in Interest, it appears Judge Scarborough missed the paragraph that specifies personal liability.

- d. Personal Liability. Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

The complaint does not waive the right to personal deficiency, the Plaintiff does not waive the right to personal deficiency in writing before Judge Scarborough's apparent judgement of 9 November 2017, and yet, apparently Judge Scarborough doesn't believe he should enforce that part of the contract that the "Association" that allegedly "operates" the Churchill Park Neighborhood relies upon to attempt to make a case as the successor to an intentionally dissolved corporation to avoid being found guilty of slander of title, malicious prosecution, etc.

31. On page four, Judge Scarborough apparently finds it very important to note that Gold Crown Management is the Registered Agent for "Churchill Park", yet fails to state the obvious that being a Registered Agent is potentially meaningless beyond being the agent to accept service of process for a company in the state it is operating in. Likewise, Judge Scarborough knew of should have known, at the time he signed this order that Gold Crown Management was supposedly ending its service for the "Churchill Park Neighborhood" effective 1 November 2017, and a new company, Cedar Management Group out of Charlotte NC was taking over on 1 November 2017. However, to prove how meaningless Judge Scarborough's apparent findings of fact are, Gold Crown Management was paying property taxes on property owned by Churchill Park Homeowners' Association, Inc. as late as 25 November 2017, when Cedar Management Group had become the Registered Agent of "Churchill Park" five days earlier on 20 November 2017.

32. Plaintiff exhibit 11 is patently and intentionally incorrect and deceptive. Southern Community Services was in charge of whatever the professional property managers are in charge of through 31 December 2014. LPPM, Inc. took over on 1 January 2015 and were in control through 31 December 2016. Gold Crown Management took over on 1 January 2017.

33. Based on information and belief, the company currently operating as "Churchill Park" is actually a for profit corporation principally operating in a state other than South Carolina. Once Judge Scarborough's improper order of 1 December 2017 is set aside, a subpoena will be issued to obtain the actual information associated with the account that was used to cash a check made out to Churchill Park Homeowners' Association, Inc. in April 2018.

34. Plaintiff exhibit 3 is intentionally deceptive and fraudulent and was introduced to support the story being portrayed in exhibit 11. The name on the document has been changed from Park West Master Association, Inc. to "Churchill Park", and the charges have been stopped at the end of July 2014, instead of when the charge through Southern Community Services actually stopped in December 2014.

Therefore, between intentionally deceptive and inaccurate evidence being utilized by Plaintiff, no witnesses that were properly sworn in, inaccurate and uncorrected transcript(s), a clearly biased judge, this proceeding and all orders issued are improper and should be set aside and the case dismissed, with prejudice, in favor of defendants.

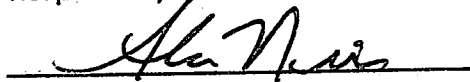
WHEREFORE, Defendant, respectfully requests the Court to:

1. Dismiss case 2017-CP-10-04031, with prejudice, in favor of defendants.
2. Sanction Plaintiff and Plaintiff's attorneys appropriately.
3. Properly restore case number 2014-CP-10-05047 and grant equitable tolling of the statutes of limitations for all possible related causes of action, as well as the time counted toward rules of civil procedure for this motion and all subsequent motions, to equitably account for the improper restrictions this order imposed on defendants, thereby preventing further injury to defendants.
4. Require Judge Scarborough to recuse himself immediately.
5. Any and all other and further relief as the Court deems just, prudent, and proper.

The defendant reserves the right to supplement this motion with additional evidence, supporting exhibits and written and oral arguments at or before any scheduled hearings related to this matter.

November 9, 2018

Respectfully submitted,



Alan G. Nix
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991-4170
alan.g.nix@gmail.com

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-10-05407

TO BE
FILED UNDER

CHURCHILL PARK)

Plaintiff,)

vs.)

ALAN G NIX, NORMA J NIX and ESTATE)
OF NORMA J NIX)

Defendant.)

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

Todd Musheff, Bar No. _____

Address:

1121 Park West Blvd, St. B, #148, Mount
Pleasant, SC 29466

Phone: 843.729.3187 Fax _____

E-mail: tmucheff@musheff-law.com Other: _____

Defendant's Attorney:

Alan Nix, Bar No. Pro Se

Address:

1401 Densmore Circle, Mt. Pleasant, SC 29466

Phone: 843.991.4170 Fax _____

E-mail: alan.g.nix@gmail.com Other: _____

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: 60(b)

Estimated Time Needed: 30 mins

Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached

Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for Plaintiff / Defendant

13 Nov 2018

Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$ _____

EXEMPT:

(check reason)

Rule to Show Cause in Child or Spousal Support

Domestic Abuse or Abuse and Neglect

Indigent Status State Agency v. Indigent Party

Sexually Violent Predator Act Post-Conviction Relief

Motion for Stay in Bankruptcy

Motion for Publication Motion for Execution (Rule 69, SCRCP)

Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

Other: _____

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached
order.

Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

MOTION FEE COLLECTED: \$ _____

CONTESTED - AMOUNT DUE: \$ _____

two legally fatal flaws, making the lien legally unenforceable. First, it specifies that the date of execution is 16 May 2013, but the acknowledgement date is 21 May 2013. Second, it is filed in the name of "Churchill Park", not the name of the Real Party in Interest, Churchill Park Homeowners' Association, Inc. Furthermore, given no contract has ever been produced that specifically states Mr. Ryan McCabe and Ms. Stephanie Trotter were ever properly hired as legal counsel for the plaintiff, it is likely that Mr. McCabe and Ms. Trotter were not the legal representatives of the plaintiff, "Churchill Park", or clearly not the legal representatives of the Real Party in Interest, Churchill Park Homeowners' Association, Inc.

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4. On page seven of the order, Judge Scarborough states that the "defendants faced the same collection process as all delinquent owners." However, not only is this statement patently false, Judge Scarborough was clearly familiar with at least one example of this not being true at the time he entered this order due to a related matter which had been before him on 8 August 2017. To specifically list the other eight liens recorded with the Charleston County RMC that had not been foreclosed on as of 9 November 2017, 1) 7 November 2008, Book 0019, Page 453, 2) 8 December 2008, Book 0023, Page 900, 3) 16 November 2009, Book 0091, Page 806, 4) 16 November 2009, Book 0091, Page 808, 5) 16 November 2009, Book 0091, Page 813, 6) 21

September 2011, Book 0208, Page 155, 7) 21 September 2001, Book 0208, Page 157, and 8) 8 July 2016, Book 0569, Page 039. Of note, all but one of these liens are older than the lien which is the subject of these two foreclosure lawsuits, so clearly, not all owners "faced the same collection process" as Judge Scarborough seems to declare as fact.

5. With respect to the lien recorded on 8 July 2016, Book 0569, Page 039, of special note, it is recorded in the name of the Real Party in Interest, Churchill Park Homeowners' Association, Inc. Second, that lien was discussed on 4 May 2017 in a hearing with Judge Scarborough and he reviewed a copy of the lien during that hearing. Lastly, and quite important, Judge Scarborough oversaw a related foreclosure of this property on 2017 in which the party that was notified of the hearing, Southern Community Services, did not have an answer to the complaint filed initially, and did not apparently have an attorney attend the final foreclosure hearing on 8 August 2017, before Judge Scarborough.

6. Plaintiff introduced exhibit 12 at the hearing of 26 September 2017 which consisted of copies of the front and back of five checks. Four of the checks had been mailed to the Southern Community Services lockbox in Atlanta, GA between 30 August 2017 and 1 September 2017. All four of these checks had been endorsed on the back as "endorse to mtb", had #989 B written on the front, and a partial electronic processing statement imprinted on the back. The fifth check was mailed to the Gold Crown Management office in Mt. Pleasant, SC on 8 August 2017 and it was endorsed as "Churchill @ pw to mccabe trotter". Four of the checks were made out to the Real Party in Interest Churchill Park Homeowners Association, Inc. and the fifth check was made out to Churchill Park at Park West Association, Inc. Legally, once a check is endorsed, it is considered transacted and consequently should be applied to the related account. In these circumstances, given all five checks were endorsed to some version of McCabe Trotter and Beverly, they all five were legally transacted, should have been applied to some account(s) and if a legal foreclosure or lien were in place at the time, the endorsements of these checks operated to reset the timeline to file a lien or foreclose on a lien. Somehow, Judge Scarborough did not understand this basic principle of business, accounting and law.

7. On page sixteen of the order, number 4, Judge Scarborough awards an interest rate of 18% to the plaintiff despite one, the initial complaint filed 4 September 2014 only specified an interest rate of 8.75% and the SC State law, Section 34-31-20 is limited to prime rate as listed in

the first edition of the Wall Street Journal for the calendar year for which the damages are awarded, plus four percentage points. Clearly 18% is not a legal interest rate to be awarded.

8. On page sixteen of the order, Judge Scarborough awards the plaintiff a total amount of \$22,554.97. However, at the conclusion of the hearing on 26 September 2017, Judge Scarborough found it proper to award the plaintiff a total amount of \$25,146.72. Judge Scarborough has yet been able to explain the difference of the two amounts, eg. 2591.75, and apparently didn't find it necessary to explain the difference between his originally well reasoned award amount and his revised apparently better reasoned award amount when he finally managed to file the order 44 days later.

9. When Judge Scarborough filed his final order on 9 November 2017, he filed it in the Charleston County Clerk of Court's office, not in the Richland County Clerk of Court's office as required by the Order of Reference for case 2014-CP-10-05407, signed by Ms. Armstrong on 14 November 2014. Consequently, when Judge Scarborough did not file his final order with the Richland County Clerk of Court's Office by 27 November 2017, 60 days after the final hearing, Judge Scarborough's final order was null and void.

10. Likewise, when Judge Scarborough did not file his improper Form 4 order dated 21 March 2016 with the Richland County Clerk of Court by 20 May 2016, Judge Scarborough's improper dismissal of case 2014-CP-10-05407, citing an alleged 40(j) agreement, was null and void. In this instance, this means that even if case 2014-CP-10-05407 was properly dismissed on 21 March 2016, which it clearly wasn't, it was not dismissed once Judge Scarborough failed to file the Form 4 order dated 21 March 2016 with the Richland County Clerk of Court's office by 20 May 2016, hence, case 2014-CP-10-05407 is still the active case.

11. Given Judge Scarborough clearly dismissed case 2014-CP-10-05407 under false pretenses on 21 March 2016, and with an improper purpose, Judge Scarborough should have recused himself from the case at the same time he signed the Form 4 Order on 21 March 2016.

12. Even if Judge Scarborough chose not to do the right thing until a situation occurred that made it overtly required, Judge Scarborough should have recused himself from case 2014-CP-10-05407 no later than 23 March 2017 when the motions to restore were received by the Charleston County Clerk of Court of Master's in Equity offices.

13. Even if Judge Scarborough chose not to do the right thing and recuse himself on or about 22 March 2016, clearly he should have recused himself on or about 8 May 2017 when he knowingly and improperly restored the original case to the original case number, once again in direct violation of the plain language of Rule 40(j).

14. Even if Judge Scarborough chose not to do the right thing and recuse himself on or about 8 May 2017, he clearly should have recused himself on 8 August 2017 when he had to properly restore the case by signing the original order a second time, after he had knowingly and willfully ran an improperly restored case as if it were real for three months, and actually held a hearing for the case on 7 August 2017, knowing the case was not actually restored.

15. Hence, it would have been proper for Judge Scarborough to have recused himself on 21 March 2016 when he knowingly and willfully dismissed a case for an improper purpose, but beyond a doubt, Judge Scarborough was clearly required to recuse himself not later than 8 August 2017 when he had not only dismissed a case improperly on 21 March 2016, but improperly restored the case on or about 8 May 2017, had scheduled two hearings for an improperly restored case, actually held a hearing for an improperly restored case, and then had to sign the same order a second time to properly restore it, three months later.

16. On 26 September 2017, Judge Scarborough intentionally, knowingly, willfully, and with an improper purpose, did not allow defendant Nix to present his defense case. Specifically, including but not limited to, an intentional violation of defendant Nix's Fourteenth Amendment Rights. One definition of such is: "The required elements of due process are those that "minimize substantively unfair or mistaken deprivations" by enabling persons to contest the basis upon which a state proposes to deprive them of protected interests. The core of these requirements is notice and a hearing before an impartial tribunal. Due process may also require an opportunity for confrontation and cross examination." Footnote 1.

17. Clearly, Judge Scarborough cannot claim he remotely represents an impartial tribunal. His order itself of 9 November 2017 makes the case against Judge Scarborough as an impartial tribunal. As just one example, consider his apparent finding of fact on page four of the order where he states: "As with most neighborhood owners associations, the Board Members are simply volunteer neighbors and those volunteer neighbors on the Board rely on the professional property managers to properly address such matters as insurance, taxes, any permits, or licenses,

and associated paperwork, and to meet all necessary corporate formalities of the Association” While it is permissible for a Board of Directors to employ assistance of other to help them run a corporation, there is no arguing the fact that the Board of Directors has a fiduciary responsibility to its members to run the corporation properly, and provide proper oversight to all Persons that it employs to assist it in running the corporation. For all practical purposes, and this is not the only instance, Judge Scarborough is essentially acting as the defense attorney for the apparent Plaintiff Board of Directors, arguing a irrational line of reasoning that is in direct contradiction to the plain fact that a Board of Directors of a corporation is ultimately responsible to its members and for the proper management of the corporation, and may not assign those responsibilities to another.

18. In actuality, there are a number apparent findings of fact by Judge Scarborough in his order that are not based on any valid evidence or testimony.

19. With respect to testimony, there were apparently two witnesses at the hearing of 26 September 2017, neither of which offered valid testimony because neither were actually sworn in as is represented in the transcript on page 21, line 2 and on page 123, line 22. Since Charleston County nor Sandlapper Reporting LLC have produced the request recordings and steno notes since 16 August 2018 relative to this transcript, a subpoena will be issued for this information as soon as the improper order of Judge Scarborough’s dated 1 Dec 2017 is resolved.

20. On page four, Judge Scarborough also appears to find a finding of fact that *“In this case some confusion has arisen because at times, the various property management companies have identified Charleston County’s Churchill Park neighborhood by different geographically identifying labels, such as Churchill at Park West, Churchill @ Park West, Churchill Park at Park West, and Churchill Park @ Park West, and also because such property managers have mistakenly used different corporate labels in different communications as Association forms, A property managers’s use of such labels cannot, however, be construed as an adoption of multiple corporate entities or names for the single Association.”* This is another example of Judge Scarborough playing the rather ironic role of defense attorney for the Plaintiff. First, it appears Judge Scarborough somehow forgot to include the multiple corporate names that the allegedly professional property managers have used that used the “Inc” suffix. For example, Churchill Park at Park West Association, Inc., Churchill at Park West Association, Inc., Churchill Park

Homeowners' Association, Inc. Likewise, Judge Scarborough somehow seems to be confused himself about the difference between a neighborhood and a corporation and seemingly chooses to avoid explaining how an apparently competent, engaged Board of Directors of a corporation would allow their agents, employees, contractors, subcontractors, third party contractors, etc. "mistakenly" use multiple wrong names for their corporation on an ongoing basis and often, multiple wrong names for their corporation at the very same time in the very same communication,

21. On page five, Judge Scarborough seems to further make a finding of fact that "*The mistaken us by a property manager or third-party vendor engaged through such a property manager of some other label to denote the Association does not alter the fact that the Association operates the community*". Clearly, Judge Scarborough has missed his calling as a ____ defense attorney. First, having apparently found such a definitive finding of fact, Judge Scarborough seems unable to actually identify the legal name of the "Association". Furthermore, the "property manager" assists the Board of Directors of the corporation (eg. Real Party in Interest) to operate the corporation, not the "community".

22. On page six, Judge Scarborough apparently makes a very conclusive finding of fact that "*From at least the point of turnover from the developer to property owner control, no entity known as "Churchill Park Homeowners' Association, Inc. has ever exercised any operational or management authority or control over Park West's Churchill Park community. Rather the Association, which was created to operate and manage the Churchill Park community, has continuously exercise the operational and management control over the neighborhood.*" First, apparently Judge Scarborough read the Declaration of Protective Covenants for Churchill Park very closely to be able to craft this interesting defense of the "Board". Secondly, there is no testimony or valid evidence to remotely support this apparent finding of fact. Third, at the point of "turnover from the developer to property owner control" is actually when the Declarant, C. Richard Dobson Builders, Inc., through their Division President, Mr. Brian Gardner, recorded the Title to Real Estate with the Charleston County RMC on 5 October 2003 at Book F470, Page 328. Somehow, Judge Scarborough doesn't not seem to recognize that the Declarant, C. Richard Dobson Builders, Inc. actually specifies Churchill Park Homeowners' Association, Inc. twice in the Title to Real Estate document, but then for some reason, gets confused when they write in the name of the Grantee, and somehow mistakenly writes in the name of a different

company, admittedly with a very similar name, incorporated just fourteen days before the Title to Real Estate is executed, with a different address than the Real Party in Interest, Churchill Park Homeowners' Association, Inc.

23. Judge Scarborough then does make a correct finding of fact that *"no CPHAI entity even exists: Secretary of State records reveal that the entity's corporate status has been forfeited and the entity dissolved"* Apparently, in good defense attorney role playing, Judge Scarborough doesn't seem to note a couple of important facts about this finding of fact. First, "CPHAI" stands for Churchill Park Homeowners' Association Inc. Second, as much as it is true that on 9 November 2017 Churchill Park Homeowners' Association, Inc. had been dissolved, that incident had only occurred on 27 July 2017, less than three and a half months earlier. Third, "CPHAI" just coincidentally was dissolved by the SC Secretary of State's office less than two days after Gold Crown Management, Inc. had been served with a subpoena for Churchill Park Homeowners' Association Inc. tax returns for the period 2010 through 2017. Fourth, Gold Crown Management Inc. had sent a letter dated 30 December 2016 that clearly stated they were the "professional management company" for Churchill Park Homeowners' Association, Inc, Fifth, Gold Crown Management, Inc. and their business partner LPPM, Inc. and several attorneys had received a certified letter three weeks earlier informing them that Churchill Park Homeowners' Association, Inc. was without a Registered Agent and that they needed to correct that situation promptly. And last for now, Gold Crown Management, nor any of the other parties on the certified letter dated 5 July 2017 took any action to correct the lack of a registered agent for Churchill Park Homeowners' Association, Inc., thereby setting up a situation to have the corporation dissolved and make make their apparently premeditated strategy of making "Churchill Park" the successor in interest, just like Judge Scarborough inquired about during the 4 May 2017 hearing to restore the previously improperly dismissed case of 2014-CP—10-05407.

24. Apparently, Judge Scarborough found Plaintiff, Plaintiff's attorneys and Plaintiff's attorney's associates last minute scheme to create the appearance of "reasonable attorney fees incurred" proper given he apparently raised no issue, nor remotely questioned their "good faith" by creating an invoice dated 25 September 2017, apparently billing all of their apparent hours since December 2014 the day before a trial.

25. Apparently Judge Scarborough is so familiar with Mr. Musheff's and McCabe Trotter and Beverly, PC that he did not think it was necessary to inquire about all of the time they billed that has redacted descriptions of where the time was billed.

26. Apparently Judge Scarborough didn't see the description of the time spent 7 March 2017 where the concept of "two Churchill Board entities" is cited.

27. Apparently Judge Scarborough thought it was appropriate to award hourly attorney rates for work associated with something other than a foreclosure action. Eg. Small claim case that the "two Churchill Board entities" and "two Neighbors of Nix's" were involved in.

28. Apparently Judge Scarborough is familiar enough with McCabe Trotter and Beverly to believe their story about a fee arrangement without seeing a contract that documents that fee arrangement.

29. Apparently Judge Scarborough believes that the incurred attorney fees and costs, even from more than two years earlier, doesn't have to reflect anywhere on the "Associations" alleged "continuous financial records" to be considered "incurred"

30. Apparently, even though Judge Scarborough clearly read the Declaration of Protective Covenants of Churchill Park very closely to hone in on that whole "operational and management control" theory, in lieu of properly relying on SCRCP Rule 17 to properly establish the Real Party in Interest, it appears Judge Scarborough missed the paragraph that specifies personal liability.

- d. Personal Liability. Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

The complaint does not waive the right to personal deficiency, the Plaintiff does not waive the right to personal deficiency in writing before Judge Scarborough's apparent judgement of 9 November 2017, and yet, apparently Judge Scarborough doesn't believe he should enforce that part of the contract that the "Association" that allegedly "operates" the Churchill Park Neighborhood relies upon to attempt to make a case as the successor to an intentionally dissolved corporation to avoid being found guilty of slander of title, malicious prosecution, etc.

31. On page four, Judge Scarborough apparently finds it very important to note that Gold Crown Management is the Registered Agent for "Churchill Park", yet fails to state the obvious that being a Registered Agent is potentially meaningless beyond being the agent to accept service of process for a company in the state it is operating in. Likewise, Judge Scarborough knew of should have known, at the time he signed this order that Gold Crown Management was supposedly ending its service for the "Churchill Park Neighborhood" effective 1 November 2017, and a new company, Cedar Management Group out of Charlotte NC was taking over on 1 November 2017. However, to prove how meaningless Judge Scarborough's apparent findings of fact are, Gold Crown Management was paying property taxes on property owned by Churchill Park Homeowners' Association, Inc. as late as 25 November 2017, when Cedar Management Group had become the Registered Agent of "Churchill Park" five days earlier on 20 November 2017.

32. Plaintiff exhibit 11 is patently and intentionally incorrect and deceptive. Southern Community Services was in charge of whatever the professional property managers are in charge of through 31 December 2014. LPPM, Inc. took over on 1 January 2015 and were in control through 31 December 2016. Gold Crown Management took over on 1 January 2017.

33. Based on information and belief, the company currently operating as "Churchill Park" is actually a for profit corporation principally operating in a state other than South Carolina. Once Judge Scarborough's improper order of 1 December 2017 is set aside, a subpoena will be issued to obtain the actual information associated with the account that was used to cash a check made out to Churchill Park Homeowners' Association, Inc. in April 2018.

34. Plaintiff exhibit 3 is intentionally deceptive and fraudulent and was introduced to support the story being portrayed in exhibit 11. The name on the document has been changed from Park West Master Association, Inc. to "Churchill Park", and the charges have been stopped at the end of July 2014, instead of when the charge through Southern Community Services actually stopped in December 2014.

35. The footnote number 1 at the bottom of the first page is incorrect, and most likely intentionally incorrect. Ms. Newman filed a motion to intervene on 7 August 2017 against case number 2014-CP-10-05407. A motion to intervene is SCRCF Rule 24. A motion to substitute is SCRCF Rule 25. Consequently, the caption should read Norma J. Nix and the Estate of Norma

J. Nix. Additionally, a motion to intervene is substantially the same as a rule 19 motion, consequently, automatically triggering a minimum 120 or 180 day minimum amount of time to bring a case to trial.

36. A copy of the memorandum in support of a motion to restore small claims case 2017-CP-10-11500354 is included as an exhibit, and consequently included as a portion of the argument in favor of restoration.

37. A spreadsheet comparing three different accounting versions of the supposed account is included in this motion as an exhibit, along with a copy of the underlying accounting documents. This information will be explained in more detail in a follow on memorandum.

38. The insurance policy number provided as a portion of Ms. McSweeney's response to discovery on 14 May 2015 is of special focus. The address of the property listed on that insurance policy is 1100 Park West Blvd., Mt. Pleasant, SC, which address is not within the confines of the Churchill Park Subdivision.

39. An exhibit is included as a portion of this motion showing that the ten properties that are within the Churchill Park Subdivision remain to be owned by Churchill Park Homeowners' Association, Inc. as of the date of this motion. This is in direct contradiction to Judge Scarborough's apparent finding of fact on page three that "Likewise, All property located in Charleston County's Churchill Park Neighborhood and owned by the neighborhood should have been placed in the name of the Association.

40. On or about 5 October 2018, an entity purporting to be or operating as "Churchill Park" paid the delinquent property taxes on two pieces of property owned by Churchill Park Homeowners' Association, Inc. The name of the individual that signed the check lives in or around Charlotte, NC, approximately 180 miles away from the Churchill Park Subdivision in Mount Pleasant, SC.

41. In regards to Mr. Zane Perry, the apparent President of "Churchill Park", it is worth noting that even though he apparently testifies via affidavit on or about 14 September 2017 that he is "familiar with the existing books and records of the Association", he apparently is not so familiar with the "existing books" to recognize that the very property that he lives in has an open lien on it which dates back to before when he purchased his home and apparently likewise, he

apparently does not realize that the Association he apparently is the President of has not been invoiced for any legal services of McCabe Trotter for over two and a half years at the point he states, apparently unequivocally, that he is "familiar with the existing books of the Association?"

Therefore, between intentionally deceptive and inaccurate evidence being utilized by Plaintiff, no witnesses that were properly sworn in, inaccurate and uncorrected transcript(s), a clearly biased judge that lacked proper jurisdiction from at least 8 August 2017, and arguably from 21 March 2016, this "proceeding" and all orders issued are improper, should be set aside and the case dismissed, with prejudice, in favor of defendants.

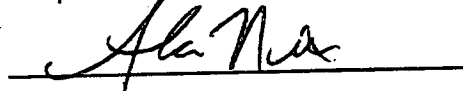
WHEREFORE, Defendant, respectfully requests the Court to:

1. Dismiss case 2017-CP-10-04031, with prejudice, in favor of defendants.
2. Sanction Plaintiff and Plaintiff's attorneys appropriately.
3. Properly restore case number 2014-CP-10-05047 and grant equitable tolling of the statutes of limitations for all possible related causes of action, as well as the time counted toward rules of civil procedure for this motion and all subsequent motions, to equitably account for the improper restrictions this order imposed on defendants, thereby preventing further injury to defendants.
4. Require Judge Scarborough to recuse himself immediately.
5. Any and all other and further relief as the Court deems just, prudent, and proper.

The defendant reserves the right to supplement this motion with additional evidence, supporting exhibits and written and oral arguments at or before any scheduled hearings related to this matter.

November 13, 2018

Respectfully submitted,



Alan G. Nix
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991-4170
alan.g.nix@gmail.com

7 MAY 2018
MEMO IN SUPPORT FOR
JUDGE TURNER

— WILL BE SENT VIA EMAIL
& HAND DELIVERED AS POSSIBLE

8/1/2014				M6	\$ 10.00	\$ 1,611.01	chg code consolidate		\$ 1,135.23		\$ 683.00
8/1/2014				NL	\$ 25.00	\$ 1,636.01	CHP late fee smeared	OTHER	\$ 25.00	\$ 1,160.23	Neighborhood Late Fee \$ 25.00 \$ 708.00
8/3/2014				ns	\$ 150.00	\$ 1,786.01	chg code consolidate		\$ 1,160.23		\$ 708.00
8/3/2014				ns	\$ 25.00	\$ 1,811.01	chg code consolidate		\$ 1,160.23		\$ 708.00
8/3/2014				ns	\$ 75.00	\$ 1,886.01	chg code consolidate		\$ 1,160.23		\$ 708.00
8/3/2014				ns	\$ 25.00	\$ 1,911.01	chg code consolidate		\$ 1,160.23		\$ 708.00
8/3/2014				ns	\$ 10.00	\$ 1,921.01	chg code consolidate		\$ 1,160.23		\$ 708.00
8/3/2014				m5	\$ 65.00	\$ 1,986.01	chg code consolidate		\$ 1,160.23		\$ 708.00
8/12/2014						\$ 1,986.01		COST	\$ 95.00	\$ 1,255.23	Dock:Abstract \$ 708.00
8/13/2014				n8	\$ 172.00	\$ 2,158.01	AFC Retainer		\$ 1,255.23		\$ 880.00
8/13/2014				M5	\$ 228.00	\$ 2,386.01	AFC Retainer		\$ 1,255.23		\$ 880.00
8/13/2014				LS	\$ (10.00)	\$ 2,376.01	credit		\$ 1,255.23		\$ 880.00
8/13/2014				LS	\$ (25.00)	\$ 2,351.01	credit		\$ 1,255.23		\$ 880.00
8/13/2014				LS	\$ (75.00)	\$ 2,276.01	credit		\$ 1,255.23		\$ 880.00
8/13/2014				PL	\$ (65.00)	\$ 2,211.01	credit		\$ 1,255.23		\$ 880.00
8/13/2014				LS	\$ (25.00)	\$ 2,186.01	credit		\$ 1,255.23		\$ 880.00
8/13/2014				LS	\$ (150.00)	\$ 2,036.01	credit		\$ 1,255.23		\$ 880.00
8/27/2014						\$ 2,036.01		INT	\$ 3.96	\$ 1,259.19	Interest 07/29/2014-8/27/2014 \$ 880.00
8/29/2014						\$ 2,036.01		INT	\$ 0.26	\$ 1,259.45	Interest 08/28/2014-08/29/2014 \$ 880.00
8/29/2014						\$ 2,036.01		COST	\$ 150.00	\$ 1,409.45	SC Summons Complaint \$ 880.00
8/29/2014	PLF042	1042.46				\$ 2,036.01		FEE	\$ 1,500.00	\$ 2,909.45	Atty Fee Foreclosure \$ 880.00
9/3/2014				M6	\$ 10.00	\$ 2,046.01	late fee		\$ 2,909.45		\$ 880.00
9/3/2014				NL	\$ 25.00	\$ 2,071.01	CHP late fee	OTHER	\$ 25.00	\$ 2,934.45	Neighborhood Late Fee \$ 25.00 \$ 905.00
9/18/2014						\$ 2,071.01		COST	\$ 90.00	\$ 3,024.45	NON Service \$ 905.00
9/25/2014						\$ 2,071.01		COST	\$ 87.50	\$ 3,111.95	Personal Service \$ 905.00
10/1/2014				M6	\$ 10.00	\$ 2,081.01	late fee		\$ 3,111.95		\$ 905.00
10/1/2014				NL	\$ 25.00	\$ 2,106.01	CHP late fee	OTHER	\$ 25.00	\$ 3,136.95	Neighborhood Late Fee \$ 25.00 \$ 930.00
10/2/2014						\$ 2,106.01		COST	\$ 50.00	\$ 3,186.95	NON Service \$ 930.00
10/16/2014				N8	\$ 31.18	\$ 2,137.19	service		\$ 3,186.95		\$ 961.18
10/16/2014				M5	\$ 41.32	\$ 2,178.51	service		\$ 3,186.95		\$ 961.18
10/27/2014	PLF123	3422.75				\$ 2,178.51		COST	\$ 150.00	\$ 3,336.95	Master in Equity Fee \$ 961.18
10/31/2014				M6	\$ 10.00	\$ 2,188.51	late fee		\$ 3,336.95		\$ 961.18
11/3/2014	PLF014/VOD	3564.96		NL	\$ 25.00	\$ 2,213.51	CHP late fee	OTHER	\$ 25.00	\$ 3,361.95	Neighborhood Late Fee \$ 25.00 \$ 986.18
12/2/2014				M6	\$ 10.00	\$ 2,223.51	late fee		\$ 3,361.95		\$ 986.18
12/2/2014				NL	\$ 25.00	\$ 2,248.51	CHP late fee	OTHER	\$ 25.00	\$ 3,386.95	Neighborhood Late Fee \$ 25.00 \$ 1,011.18
1/2/2015				a2	\$ 185.00	\$ 2,433.51			\$ 3,386.95		\$ 1,011.18
1/2/2015				MP	\$ 350.00	\$ 2,783.51			\$ 3,386.95		\$ 1,011.18
3/3/2015				M6	\$ 10.00	\$ 2,793.51			\$ 3,386.95		\$ 1,011.18
			2793.51 ending bal			\$ 2,793.51			\$ 3,386.95		\$ 1,011.18
4/1/2015				M6	\$ 10.00	\$ 2,803.51	PW Late		\$ 3,386.95		\$ 1,011.18
4/1/2015	PLF144	\$ 1,568.00				\$ 2,803.51		PRIN	\$ 279.00	\$ 3,665.95	Principal charge \$ 279.00 \$ 1,290.18
5/1/2015						\$ 2,803.51		OTHER	\$ 25.00	\$ 3,690.95	Neighborhood Late Fee \$ 25.00 \$ 1,315.18
5/7/2015						\$ 2,803.51		INT	\$ 50.36	\$ 3,741.31	8/30/2014-5/7/2015 1315.18
5/7/2015				M6	\$ 10.00	\$ 2,813.51	PW Late		\$ 3,741.31		\$ 1,011.18
5/13/2015						\$ 2,813.51		INT	\$ 1.20	\$ 3,742.51	5/8/2015-5/13/2015
6/3/2015				M6	\$ 10.00	\$ 2,823.51	PW Late				
7/1/2015				M6	\$ 10.00	\$ 2,833.51	PW Late				
8/3/2015				M6	\$ 10.00	\$ 2,843.51	PW Late				
9/1/2015				M6	\$ 10.00	\$ 2,853.51	PW Late				
10/1/2015				M6	\$ 10.00	\$ 2,863.51	PW Late				
11/3/2015				M6	\$ 10.00	\$ 2,873.51	PW Late				
12/2/2015				M6	\$ 10.00	\$ 2,883.51	PW Late				
1/1/2016				a2	\$ 195.00	\$ 3,078.51	PW Amenity				
1/1/2016				MP	\$ 350.00	\$ 3,428.51	PW Master				
3/2/2016				M6	\$ 10.00	\$ 3,438.51	PW Late				
5/3/2016				M6	\$ 10.00	\$ 3,448.51	PW Late				
6/1/2016				M6	\$ 10.00	\$ 3,458.51	PW Late				
7/1/2016				M6	\$ 10.00	\$ 3,468.51	PW Late				
8/2/2016				M6	\$ 10.00	\$ 3,478.51	PW Late				
9/1/2016				M6	\$ 10.00	\$ 3,488.51	PW Late				
10/4/2016				M6	\$ 10.00	\$ 3,498.51	PW Late				
11/1/2016				M6	\$ 10.00	\$ 3,508.51	PW Late				
12/1/2016				M6	\$ 10.00	\$ 3,518.51	PW Late				
1/1/2017				a2	\$ 195.00	\$ 3,713.51	PW Amenity				
1/1/2017				MP	\$ 350.00	\$ 4,063.51	PW Master				
3/1/2016				M6	\$ 10.00	\$ 4,073.51	PW Late				
4/3/2016				M6	\$ 10.00	\$ 4,083.51	PW Late				
4/11/2017				NA	\$ (272.01)	\$ 3,811.50	No Longer Manage				
4/11/2017				NA	\$ (279.00)	\$ 3,532.50	No Longer Manage				
4/11/2017				NL	\$ (25.00)	\$ 3,507.50	No Longer Manage				

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4/11/2017
4/11/2017



NL	\$	(25.00)	\$ 3,482.50	No Longer Manage
NL	\$	(25.00)	\$ 3,457.50	No Longer Manage
NL	\$	(25.00)	\$ 3,432.50	No Longer Manage
NL	\$	(25.00)	\$ 3,407.50	No Longer Manage
NL	\$	(25.00)	\$ 3,382.50	No Longer Manage
n8	\$	(172.00)	\$ 3,210.50	No Longer Manage
M5	\$	(228.00)	\$ 2,982.50	No Longer Manage
ns	\$	(25.00)	\$ 2,957.50	No Longer Manage
ns	\$	(75.00)	\$ 2,882.50	No Longer Manage
ns	\$	(25.00)	\$ 2,857.50	No Longer Manage
ns	\$	(10.00)	\$ 2,847.50	No Longer Manage
NL	\$	(25.00)	\$ 2,822.50	No Longer Manage
NL	\$	(25.00)	\$ 2,797.50	No Longer Manage
N8	\$	(31.18)	\$ 2,766.32	No Longer Manage
NL	\$	(25.00)	\$ 2,741.32	No Longer Manage
NL	\$	(25.00)	\$ 2,716.32	No Longer Manage
M6	\$	10.00	\$ 2,726.32	PW Late
M6	\$	10.00	\$ 2,736.32	PW Late
ls	\$	25.00	\$ 2,761.32	admin fee
M6	\$	10.00	\$ 2,771.32	PW Late
M6	\$	10.00	\$ 2,781.32	PW Late
LS	\$	75.00	\$ 2,856.32	admin fee
M5	\$	65.00	\$ 2,921.32	PW Master Legal
M6	\$	10.00	\$ 2,931.32	PW Late
M6	\$	10.00	\$ 2,941.32	Asmin Fee
M6	\$	10.00	\$ 2,951.32	PW Master Legal
M6	\$	10.00	\$ 2,961.32	PW Late
a2	\$	245.00	\$ 3,206.32	PW Amenity
MP	\$	315.00	\$ 3,521.32	PW Master
M6	\$	10.00	\$ 3,531.32	PW Late
M6	\$	10.00	\$ 3,541.32	PW Late



17990.10 C

Physical Address:
140 Stoneridge Drive, Suite 650
Columbia, South Carolina 29210

Mailing Address:
Post Office Box 212069
Columbia, SC 29221

Locations in:
Mount Pleasant, SC
Myrtle Beach, SC



McCABE, TROTTER & BEVERLY, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

www.mccabetrotter.com

Phone: (803) 724-5000

Fax: (803) 724-5001

Stephanie C. Trotter
Stephanie.Trotter@mccabetrotter.com

Jaime McSweeney
Jaime.McSweeney@mccabetrotter.com

May 14, 2015

William H Sloan, Esq.
P.O. Box 85
Summerville SC 29484

Re: Churchill Park v. Alan G. Nix and Norma J. Nix
Case No.: 2014-CP-10-05407
MTB File No.: 017990/00010

Dear William H Sloan, Esq.:

Enclosed please find Plaintiff's Responses to Defendant, Alan G. Nix's Request for Production of Documents and Plaintiff's Answers to Defendant, Alan G. Nix's First Set of Interrogatories.

Thank you for your assistance in this matter.

With kind regards, I am,

Yours very truly,

Jaime McSweeney

Enclosures

cc: Churchill Park

**THIS COMMUNICATION IS FOR THE PURPOSE TO COLLECT A DEBT. ANY INFORMATION OBTAINED
MAY BE USED FOR THAT PURPOSE.**

e. Norma J. Nix, Defendant

2. Set forth a list of photographs, or other prepared documents in possession of the party that relate to the claim or defense in this case.

RESPONSE:

Plaintiff objects to this discovery request to the extent it seeks privileged attorney-client communications and/or work-product prepared in anticipation of litigation and trial. Subject to the foregoing objection and without waiving same, please see Plaintiff's Responses to Defendant's Request for Production of Documents.

3. NA

RESPONSE:

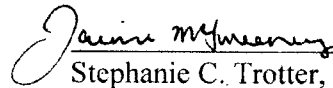
Plaintiff cannot formulate a response to this request as written.

4. Set forth the names and addresses of all insurance companies which have insurance coverage relating to the claim and set forth the number(s) of the policies involved and the amount(s) of the coverage provided in each policy.

RESPONSE:

Agency: Hood Hargett Associates
Address: 132 N. McDowell Street, 3rd Floor, Charlotte, NC 28230
Policy: 032316-35031608-15
Coverage: \$2,000,000 General Aggregate
\$1,000,000 Each Occurrence
\$300,000 Directors/Officers

history of the subject account.



Stephanie C. Trotter, SC Bar #77680

Jaime McSweeney, SC Bar #101639

McCabe, Trotter & Beverly, P.C.

140 Stoneridge Dr. (29210)

Post Office Box 212069

Columbia, South Carolina 29221

Phone: 803-724-5000

Fax: 803-724-5001

Email: Stephanie.Trotter@mccabetrotter.com

Jaime.McSweeney@mccabetrotter.com

Attorneys for Plaintiff

May 14th, 2015

Columbia, South Carolina

the extent that they call for information subject to the attorney-client privilege, the work product doctrine, any other privilege, or any statutory prohibition.

3. Plaintiff objects to Defendants' Requests for Production of Documents to the extent that they seek to require Plaintiff to perform Defendants' own legal work, specifically, to correct and reform Defendants' own Interrogatories that are overbroad, seek irrelevant information, or are otherwise improper.

4. Plaintiff objects to these discovery requests to the extent they request information, documents, things, facts, opinions, or any other matter prepared in anticipation of litigation or for trial, including such trial preparation materials relating to expert witnesses, which is outside the scope of discovery permitted by S.C.R.C.P. 26 (b).

5. Plaintiff objects to each Requests for Production of Documents to the extent it seeks information that constitutes or reflects trial preparation materials or work product of the Plaintiff or their representatives, agents, or attorneys.

6. Plaintiff objects to each Requests for Production of Documents to the extent it seeks information already available to or equally available to Plaintiff.

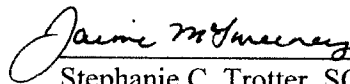
7. Plaintiff objects to these Requests for Production of Documents as being overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

8. Plaintiff objects to these requests on the ground they are overbroad, compound, seek information which is neither relevant to the subject matter of the litigation nor reasonably calculated to lead to the discovery of admissible evidence, seeks documents which constitute or contain confidential, proprietary information, seeks information protected by the self-critical analysis privilege, does not adequately set forth the documents requested with reasonable particularity, and is vague and ambiguous as to scope and time.

3. All documents which show the refusal of any payments presented by the Defendants to Plaintiff, or to their agents, or attorneys, and the legal basis for refusal of accepting said payments.

RESPONSE:

Plaintiff objects to the instant discovery request to the extent it seeks privileged attorney/client communications and/or work-product prepared in anticipation of litigation and trial. Subject to the foregoing objection and without waiving same, see documents labeled PLF001 – PLF190 attached hereto.



Stephanie C. Trotter, SC Bar #77680

Jaime McSweeney, SC Bar #101639

McCabe, Trotter & Beverly, P.C.

140 Stoneridge Dr. (29210)

Post Office Box 212069

Columbia, South Carolina 29221

Phone: 803-724-5000

Fax: 803-724-5001

Email: Stephanie.Trotter@mccabetrotter.com

Jaime.McSweeney@mccabetrotter.com

Attorneys for Plaintiff

May 14, 2015

Columbia, South Carolina

PLF002

Alan Nix:

	Total:	\$	1,315.18
DUES, LATE FEES, FEES:	DATE	AMOUNT	
2013 Neighborhood Assessment	1/1/2013	279	
2014 Neighborhood Assessment	1/1/2014	279	
Neighborhood Late Fee	3/5/2014	25	
Neighborhood Late Fee	4/2/2014	25	
Neighborhood Late Fee	5/7/2014	25	
Neighborhood Late Fee	6/2/2014	25	
Neighborhood Late Fee	7/1/2014	25	
Neighborhood Late Fee	8/1/2014	25	
Foreclosure Cost Retainer	8/13/2014	172	
Neighborhood Late Fee	9/3/2014	25	
Neighborhood Late Fee	10/1/2014	25	
Service Expense	10/16/2014	31.18	
Neighborhood Late Fee	11/3/2014	25	
Neighborhood Late Fee	12/2/2014	25	
2015 Neighborhood Assessment	4/1/2015	279	
Neighborhood Late Fee	5/1/2015	25	

PLF004

03/24/2015 10:07 AM

PW-CHU
Churchill Park
Mt. Pleasant SC 29466

Resident Transaction Report
Park West Master Association, Inc.
Start Date 01/01/2012

Page: 2

Unit	Lot #	Resident	Type	Date	CC	Description	Check	Amount	Balance
			Chg	09/03/2014	NL	Neighbor. Late Fee		25.00	2,071.01
			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	11/03/2014	NL	Neighbor. Late Fee		25.00	2,213.51
			Chg	12/02/2014	NL	Neighbor. Late Fee		25.00	2,248.51
						End Bal			2,793.51

1568.19
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1289.19

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

PW-CHU
 Churchill Park
 Mt. Pleasant SC 29466

Unit	Lot #	Resident	Type	Date	CC	Description	Check	Amount	Balance
0022	10	Alan Nix Norma Nix 1401 Densmore Circle Mt. Pleasant SC 29466	App#	5810			Beg 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	06/04/2005	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		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	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

PLAINTIFF'S
EXHIBIT
 3
 9-26-17
 PERIOD 800-801-6868

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

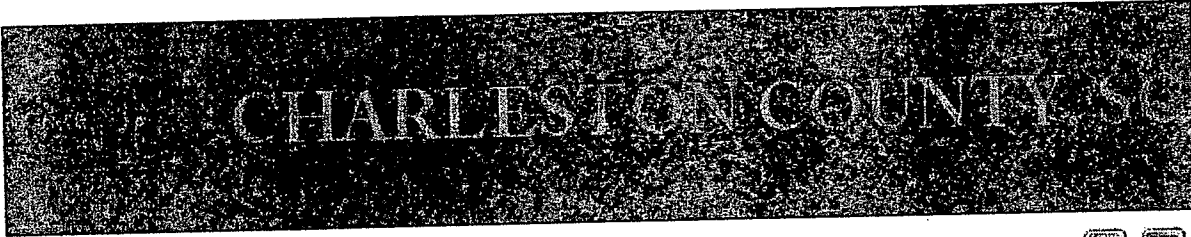
PW-CHU Churchill Park
Mt. Pleasant SC 29466

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

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



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5980300001		WILLOUGHBY LN, MOUNT PLEASANT	11/15/2018	2018	2018

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Current Parcel Information	
Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC Property Class Code 990 - UNDEVELOPABLE Acreage .1200
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418
Legal Description	Subdivision Name -CHURCHILL PARK PHASE I PARKWEST Description -HOA PlatSuffix ED-411 PolTwp 001

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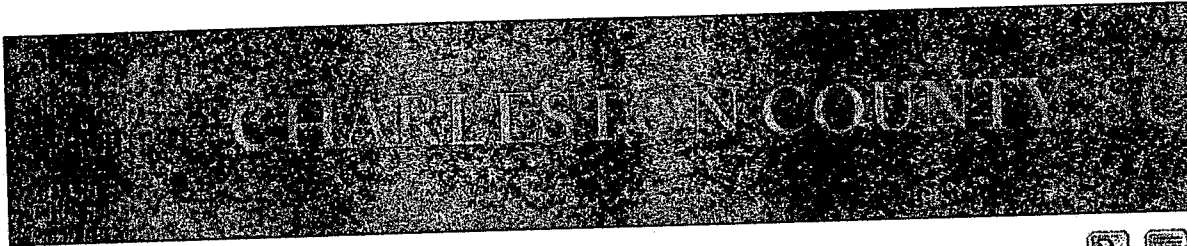
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Historic Information					
Tax Year	Land	Improvements	Market	Taxes	Payment
2018	\$200		\$200	\$2.26	\$0.00
2017	\$200		\$200	\$2.21	\$2.21
2016	\$200		\$200	\$2.12	\$2.12
2015	\$200		\$200	\$2.02	\$2.02
2014	\$200		\$200	\$1.97	\$1.97

Sales Disclosure						
Grantor	Book & Page	Date	Deed	Vacant	Sale Price	
DOBSON BUILDERS INC C RICHARD	F470 324	8/12/2003	Ge		\$5	
NOT SUPPLIED	C334 486	9/9/1999	Ge		\$0	



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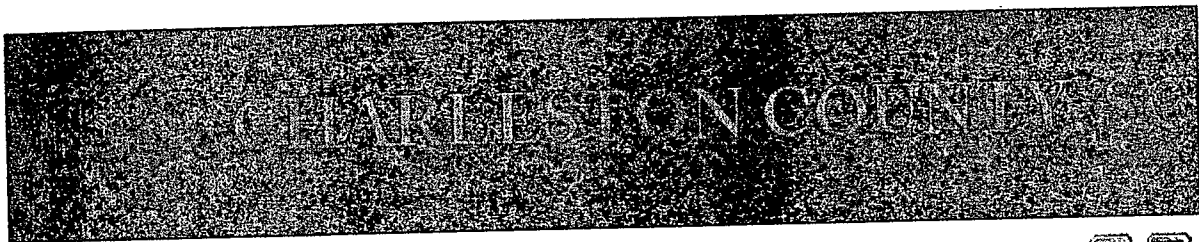
Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
5980300008		WILLOUGHBY LN, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information			
Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
		Acreage	.0500
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418		
Legal Description	Description -HOA PlatSuffix ED-411 PolTwp 001		

Historic Information					
Tax Year	Land	Improvements	Market	Taxes	Payment
2018	\$200		\$200	\$2.26	\$0.00
2017	\$200		\$200	\$2.21	\$2.21
2016	\$200		\$200	\$2.12	\$2.12
2015	\$200		\$200	\$2.02	\$52.32
2014	\$200		\$200	\$1.97	\$1.97

Sales Disclosure					
Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC C RICHARD	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C334 486	9/9/1999	Ge		\$0

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Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
5980300009		WILLOUGHBY LN, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information

Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
		Acreage	.2600
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418		

Legal Description Subdivision Name -CHURCHILL PARK PHASE I Description -HOA PlatSuffix ED-411 PolTwp 001

Historic Information

Tax Year	Land	Improvements	Market	Taxes	Payment
2018	\$200		\$200	\$2.26	\$0.00
2017	\$200		\$200	\$2.21	\$2.21
2016	\$200		\$200	\$2.12	\$2.12
2015	\$200		\$200	\$2.02	\$52.32
2014	\$200		\$200	\$1.97	\$1.97

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC C RICHARD	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C334 486	9/9/1999	Ge		\$0

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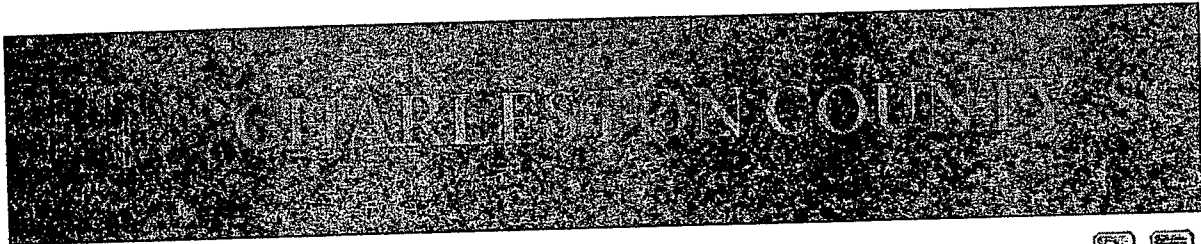
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5980300031		THAYER PL, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information

Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
		Acreage	1.9600
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418		
Legal Description	Subdivision Name -CHURCHILL PARK PHASE I PARKWEST Description -HOA POND PlatSuffix ED-411 PolTwp 001		

Historic Information

	Tax Year	Land	Improvements	Market	Taxes	Payment
Owner Name	2018	\$200		\$200	\$2.26	\$0.00
	2017	\$200		\$200	\$2.21	\$132.54
	2016	\$200		\$200	\$2.12	\$2.12
	2015	\$200		\$200	\$2.02	\$2.02
	2014	\$200		\$200	\$1.97	\$1.97

Sales Disclosure

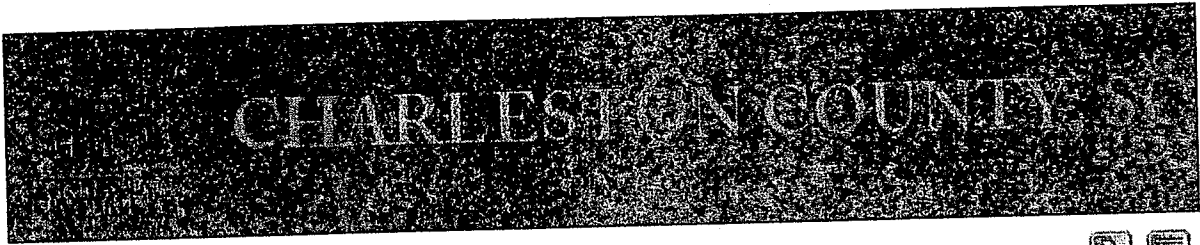
Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC C RICHARD	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C334 486	9/9/1999	Ge		\$0

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5980300032		WILLOUGHBY LN, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information

Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418	Acreage	.8600
Legal Description	Subdivision Name -CHURCHILL PARK PHASE I PARKWEST Description -HOA PlatSuffix ED-411 PolTwp 001		

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Historic Information						
Tax Year	Land	Improvements	Market	Taxes	Payment	
2018	\$200		\$200	\$2.26	\$0.00	
2017	\$200		\$200	\$2.21	\$2.21	
2016	\$200		\$200	\$2.12	\$2.12	
2015	\$200		\$200	\$2.02	\$2.02	
2014	\$200		\$200	\$1.97	\$1.97	

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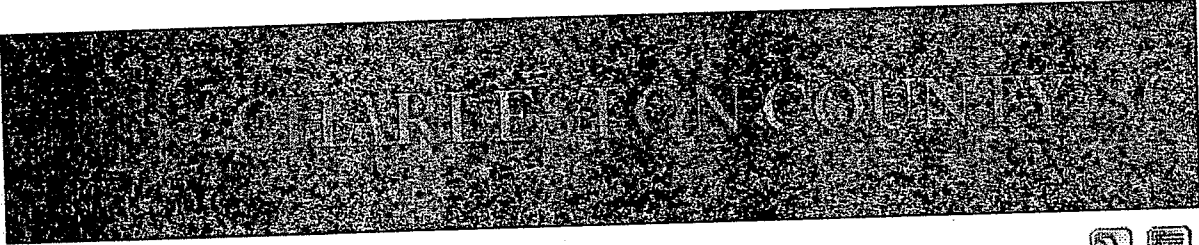
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Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC C RICHARD	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C334 846	9/9/1999	Ge		\$0



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5980300033		KNIGHTBRIDGE LN, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information			
Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
Owner Address	2850 ASHLEY PHOSPATE RD NORTH CHARLESTON SC 29418	Acreage	.4200
Legal Description	Subdivision Name -CHURCHILL PARK Description -PARK PHASE 2 PlatSuffix ED-903 PolTwp 001		

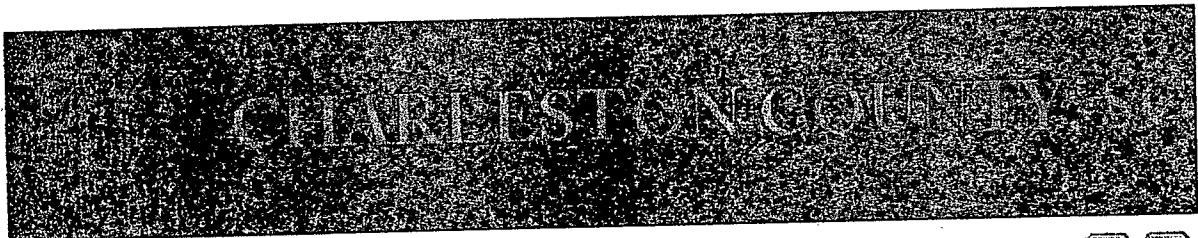
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Historic Information						
Tax Year	Land	Improvements	Market	Taxes	Payment	
2018	\$200		\$200	\$2.26	\$0.00	
2017	\$200		\$200	\$2.21	\$2.21	
2016	\$200		\$200	\$2.12	\$2.12	
2015	\$200		\$200	\$2.02	\$2.02	
2014	\$200		\$200	\$1.97	\$1.97	

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Sales Disclosure					
Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C344 486	9/9/1999	Ge		\$0

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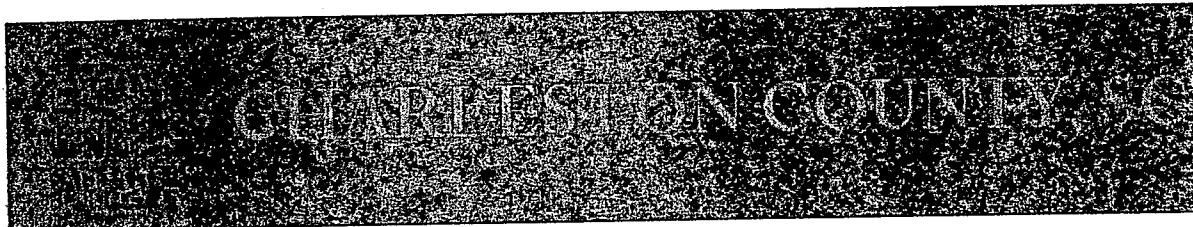
Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
5980300059		KNIGHTBRIDGE LN, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information			
Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
		Acreage	.8900
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418		
Legal Description	Subdivision Name -CHURCHHILL PARK Description -POND PlatSuffix XXX-L09006 PolTwp 001		

Historic Information						
Tax Year	Land	Improvements	Market	Taxes	Payment	
2018	\$200		\$200	\$2.26	\$0.00	
2017	\$200		\$200	\$2.21	\$2.21	
2016	\$200		\$200	\$2.12	\$2.12	
2015	\$200		\$200	\$2.02	\$2.02	
2014	\$200		\$200	\$1.97	\$1.97	

Sales Disclosure						
Grantor	Book & Page	Date	Deed	Vacant	Sale Price	
DOBSON BUILDERS INC	F470 324	8/12/2003	Ge		\$5	
NOT SUPPLIED	C344 486	9/9/1999	Ge		\$0	

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Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
5980300062		WILLOUGHBY LN, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information

Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION	Property Class Code	990 - UNDEVELOPABLE
		Acreage	.1900
Owner Address	1121 PARK WEST BLVD STE B 171 MOUNT PLEASANT SC 29466		

Legal Description Subdivision Name -CHURCHHILL PARK Description -LOT PlatSuffix ED-903 PolTwp 001

Historic Information

Tax Year	Land	Improvements	Market	Taxes	Payment
2018	\$200		\$200	\$2.26	\$0.00
2017	\$200		\$200	\$2.21	\$2.21
2016	\$200		\$200	\$2.12	\$2.12
2015	\$200		\$200	\$2.02	\$2.02
2014	\$200		\$200	\$1.97	\$1.97

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C344 486	9/9/1999	Ge		\$0

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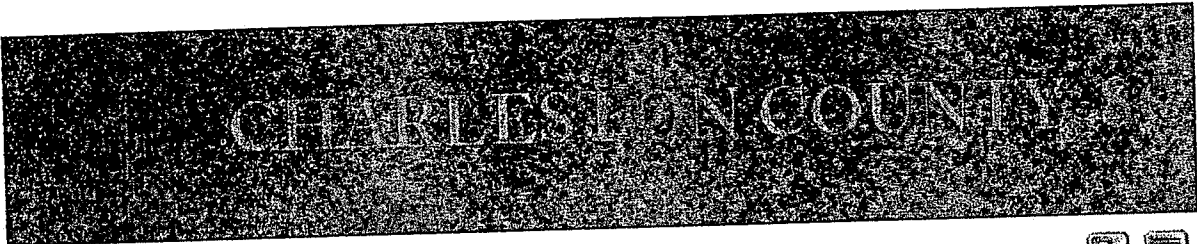
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5980300074		WILLOUGHBY LN, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information			
Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
		Acreage	1.1600
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418		
Legal Description	Subdivision Name -CHURCHHILL PARK Description -LOT PlatSuffix ED-903 PolTwp 001		

Historic Information						
Tax Year	Land	Improvements	Market	Taxes	Payment	
2018	\$200		\$200	\$2.26	\$0.00	
2017	\$200		\$200	\$2.21	\$132.54	
2016	\$200		\$200	\$2.12	\$2.12	
2015	\$200		\$200	\$2.02	\$2.02	
2014	\$200		\$200	\$1.97	\$1.97	

Sales Disclosure					
Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C344 486	9/9/1999	Ge		\$0

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5980300105		, MOUNT PLEASANT	11/15/2018	2018	2018

Current Parcel Information

Owner	CHURCHILL PARK HOMEOWNERS ASSOCIATION INC	Property Class Code	990 - UNDEVELOPABLE
Owner Address	2850 ASHLEY PHOSPHATE RD NORTH CHARLESTON SC 29418	Acreage	1.6700
Legal Description	Subdivision Name -CHURCHILL PARK Description -WETLAND PlatSuffix ED-904 PolTwp 001		

Historic Information

Tax Year	Land	Improvements	Market	Taxes	Payment
2018	\$200		\$200	\$2.26	\$0.00
2017	\$200		\$200	\$2.21	\$2.21
2016	\$200		\$200	\$2.12	\$2.12
2015	\$200		\$200	\$2.02	\$2.02
2014	\$200		\$200	\$1.97	\$1.97

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DOBSON BUILDERS INC	F470 324	8/12/2003	Ge		\$5
NOT SUPPLIED	C334 486	9/9/1999	Ge		\$0

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Nix
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