

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

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

**Benjamin H. Culbertson, Circuit Court Judge**

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**Case No.: 2009-CP-26-3596  
Consolidated with  
Case No.: 2010-CP-26-11320  
Appellate No.: 2016-001063**

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**RECEIVED**  
JAN 08 2019  
SC Court of Appeals

**Ronald Jarmuth,**

.....Appellant,

v.

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

---

**APPELLANT'S OPPOSITION TO  
RESPONDENT'S MOTION FOR COSTS**

**- JURISDICTION IS IN THE  
UNITED STATES SUPREME COURT -**

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1. Appellant Ronald Jarmuth, Pro Se, responds in opposition to Respondent's January 2, 2019 "Motion for Costs", by noting to this Court that:

a. Jurisdiction over this case, the underlying order, and the issue of costs, has been before the United States Supreme Court since December 19, 2018.

That is when a Petition for a Writ of Certiorari was filed through Counsel Ern Reynolds with the United States Supreme Court (Copy of "clocked" Petition Cover at Exhibit A).

Respondent's counsel in this Court was aware of this prior to filing their motion for costs. A copy of the Petition was served on the HOA's counsel (in this court) on December 17, 2018 ("Clocked" copy at Exhibit B).

The Petition seeks to enjoin the enforcement of the State Court Order which is before this court because, among other things, the HOA's counsel has lied to state and federal courts (extrinsic fraud and perjury) by fraudulently claiming that the Homeowner's Association paid anything at all to McNair Law in connection with this case in any court.

b. The Respondent is not entitled to any relief under SCACR Rule 222 because the Respondent has admitted (elsewhere) that it has not actually incurred the costs it seeks.

(1) The Rule is very clear.

"SCACR Rule 222 Costs ...

(b) Costs Allowed. The party entitled to recover costs under this rule may, to the extent the party actually incurred these costs," (underlining added)

(a) The costs sought must be actually incurred – by the party; and

(b) The party seeking the costs must themselves have incurred those actual costs.

**(2) McNair’s attorneys have admitted over their verified signatures, in federal court, that at least since 2010 the HOA has not spent a single cent in costs in the trial court or in the appellate process – HOA’s August 26, 2016 Memorandum (relevant pages at Exhibit C) filed by McNair Law for the HOA Respondent in the United States District Court for the District of South Carolina, Ronald Jarmuth v International Club HOA, Case No. 4:16-cv-00242.**

**c. The Respondent’s Motion artfully deceives this court by stating that they seek “costs incurred in this matter”.**

**Respondent omitting the mandatory and controlling phrase “by their client”. In point of fact the client has incurred no costs at all.**

**All costs on appeal were incurred by a third party, the HOA’s insurance company (Insurance policy, Exhibit D. The insurance policy has no provision obligating the HOA to reimburse the insurance company for any costs later recovered.**

**The HOA has no contractual obligation to seek to recover litigation costs of any nature. The insurance policy does not give the insurance company any right in subrogation to recover funds it has paid.**

**The non-party which actually incurred the sought costs (insurance company, “Travelers C&S Co of America”) is not before this Court seeking reimbursement and if they did they would have no standing or rights under the rule.**

**d. On page 5 [1] of the HOA’s federal Memo they assert (over the verified signature [2] of the same counsel who filed the HOA’s motion in this court) that the only money the HOA respondent actually incurred was**

**1 Bottom of physical page 2 of Exhibit C, here.**

a 2009 check to McNair Law.

e. On page 5 [3] of the HOA's federal memo they make the "verified statement" that after the 2009 deductible, "no separate deductible was required" for anything "related to the previously filed matters" (this case).

f. The motion by the HOA's attorneys on behalf of the HOA asserting that the HOA actually incurred costs on appeal is belied by their previous federal pleading. Either they lied in federal court or they are lying to this court.

g. In federal court the HOA accepted the authenticity of the HOA's insurance policy, Exhibit D, and of two very important HOA documents:

(1) The HOA's 2009 General Ledger, "Legal Costs" section (Exhibit E).

(2) The HOA's 2010 General Ledger, "Legal Costs" section (Exhibit F).

Both these documents demonstrate that the HOA has paid nothing in this case – and by extension has not incurred any costs on appeal.

The 2009 General Ledger (Exhibit E) shows that the check made payable to McNair Law which they have claimed was their single deductible in this case was actually for "September, 2009 Legal Services" – that being when McNair Law provided an answer to a questionnaire posed to the HOA by the South Carolina Human Affairs Commission (SCHA). That same General Ledger shows that the only legal cost the HOA incurred in 2009 was related to a previously filed lawsuit against the HOA by "The

2 Physical page 4 of Exhibit C, page 17 of the federal memo.

**Villas at the International Club”. Per the HOA’s insurance policy, once a single deductible is paid in any case, the HOA does not incur ANY COSTS AT ALL in any other case filed against them in that year. Despite a flurry of court actions in this case in Common Pleas, the ledger does not even show a motion filing fee by the HOA, nor costs of printing, legal time, etc. In particular, it shows that the HOA paid NO COSTS AT ALL in connection with an earlier 2009 appeal of procedural matters. If no costs were incurred on appeal in 2009 by extension no costs were incurred by the HOA in this appeal.**

**The HOA’s 2010 General Ledger, Legal Costs, Exhibit F, likewise shows no legal costs incurred related to this case. It does, however, demonstrate that the HOA’s counsel lied again when it claimed that a certain 2010 check to McNair was the expense (almost two years later) to McNair for the SCHA Matter. Per the Ledger, that check was to McNair Law for the same attorneys who filed the Motion for Costs, to represent the HOA in a Central Electric easement condemnation matter having nothing to do with Jarmuth.**

**h. Clearly the HOA has not actually incurred any costs on appeal, as explicitly required by SCACR Rule 222(b) in order to be eligible for reimbursement. Clearly the HOA has lied to this court relating to costs in this case, as they have done repeatedly in federal and state courts.**

**2. Matter in the United States Supreme Court.**

**The United States Supreme Court has been asked to enjoin the enforcement of the state court final order in part because it was secured by perjury and fraud by HOA counsel and because the award of legal costs is**

**3 Physical page 3 of Exhibit C, page 6 of the federal memo.**

**in fact FHA Retaliation prohibited by 42 USC 3617. The legal costs are a consequence (“but for”) of the SCHA independently of family status housing discrimination by the Respondent HOA. The other dimension is that the HOA’s demand for reimbursement of expenses it never actually incurred or incurred for other purposes is also FHA Retaliation.**

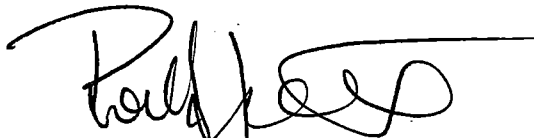
**It is noted that when an issue reaches the United States Supreme Court, jurisdiction over the issue is pre-empted from both lower federal and state courts at all levels.**

**3. Conclusions.**

**a. This Court lacks jurisdiction over the matter, particularly the issue of legal costs.**

**b. Claim Preclusion prevents the HOA from asserting that it incurred any legal costs after 2009 in this case, and in fact it is ineligible for an aware of costs under SCACR Rule 222 since it has not actually incurred any costs.**

**Respectfully submitted,**



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

No. \_\_\_\_\_

---

IN THE SUPREME COURT OF THE UNITED STATES

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RONALD JARMUTH

*Petitioner*

v.

THE INTERNATIONAL CLUB HOMEOWNERS  
ASSOC., INC.

*Respondent*

On Petition for a Writ of Certiorari  
to the United State Court of Appeals  
for the Fourth Circuit

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PETITION FOR WRIT OF CERTIORARI

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Ern Reynolds \*  
1324 BRUNSWICK ST SW  
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540-874-6234  
Ern\_Reynolds@juno.com  
*Counsel for Petitioner*

December 18, 2018 \* Counsel of Record

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**EXHIBIT A**

No. \_\_\_\_\_

**IN THE SUPREME COURT OF THE UNITED STATES**

**Ronald Jarmuth,**

**Petitioner**

**v.**

**The International Club Homeowners Assoc. Inc.,**

**Respondent**

**ON PETITION FOR WRIT OF CERTIORARI  
TO THE UNITED STATES COURT OF APPEALS FOR THE FOURTH  
CIRCUIT**

**CERTIFICATE OF SERVICE**

I, **Ern Reynolds**, a member of the Bar of this Court, certify that on December 17, 2018 three (3) copies of the Petition for Writ of Certiorari in the above-entitled case, together with the attached Appendix, the Certificate of Compliance, and a copy of this Certificate, were mailed first-class, postage prepaid, to: **Henrietta U. Golding; McNair Law Firm, P.A.; 2411 Oak Street; Suite 206; Myrtle Beach, SC 29577-3164, Counsel of record for the Respondents.**

I further certify all parties required to be served have been served.

*Ern Reynolds*

**Ern Reynolds, Esq.  
1324 BRUNSWICK ST SW  
ROANOKE VA 24015-2229  
Ern\_Reynolds@juno.com  
540-874-6234  
Counsel of Record  
for Petitioner**

SUPREME COURT U.S.  
POLICE OFFICE

2018 DEC 19 P 1:18

**December 18, 2018**

**EXHIBIT B**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
FLORENCE DIVISION

Ronald Jarmuth,	)	CASE NO. 4:16-cv-00242-RBH-TER
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
The International Club Homeowners	)	<b>DEFENDANT INTERNATIONAL</b>
Association, Inc.,	)	<b>CLUB HOMEOWNERS</b>
	)	<b>ASSOCIATION, INC.'S</b>
	)	<b>MEMORANDUM IN SUPPORT OF</b>
Defendant.	)	<b>MOTION TO DISMISS</b>
_____	)	

**INTRODUCTION**

*Pro se* plaintiff, Ronald Jarmuth (hereinafter “Jarmuth”), a member of the Defendant International Club Homeowners Association, Inc. (hereinafter “Association”), asserts claims for 1) retaliation under 42 U.S.C. § 3617 as a result of the enforcement of a judgment against him for attorneys’ fees and costs; and 2) declaratory judgments that were resolved in prior actions. Jarmuth’s claims are barred by the doctrine of res judicata, the statute of limitations, and/or were not properly pled and should be dismissed pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

**COMPLAINT ALLEGATIONS**

Jarmuth’s amended complaint (hereinafter “Complaint”) is an attempt to avoid the judgments rendered in two similar lawsuits, consolidated Civil Action Nos. 2009-CP-26-3596 (hereinafter “2009 Case”) and Civil Action No. 2010-CP-26-11320 (hereinafter “2010 Case”) (hereinafter collectively referred to as “Consolidated Cases”), commenced by Jarmuth in the South Carolina Fifteenth Judicial Circuit. (Exhibit 1, 2009 Complaint; Exhibit 12, 2010 Complaint). In this case, Jarmuth asserts generally two types of actions: 1) the Association

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**THE STATE OF SOUTH CAROLINA  
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**Ronald Jarmuth  
249 Pickering Drive  
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843-314-4355**

No. \_\_\_\_\_

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*Counsel for Petitioner*

December 18, 2018 \* Counsel of Record

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**EXHIBIT C**  
**To Objection to Motion**

- **Association's Rights under Declaration:**

Complaint:

“Demand for Declaratory Judgment that the Covenants which allegedly run with Plaintiff’s property do not subject Plaintiff and the IHOA Defendant to any mutual rights and obligations because—(1) those covenants name “The Murrells Inlet Golf Plantation Association, Inc. (“MIGPA”). . . (2) an alternative HOA arguably named “The International Club Association” (“ICA”) in Amendment 1 to the covenants. . . is likewise the IHOA Defendant. . .” (¶10(j)).

Final Order:

“At trial, the Plaintiff contended that the Defendant HOA is not the entity entitled to manage the affairs of the Community, for the Defendant HOA is not named in the Declaration. I find this claim to be without merit. The Defendant HOA’s Articles of Incorporation were submitted to the Secretary of State by the Community’s Developer, and the Developer caused the First Amendment to be filed which changed the name of the Defendant HOA to its present name . . . Having reviewed the Declaration, together with the amendments, as well as the Defendant HOA’s Articles of Incorporation, I find that the Defendant HOA is the proper legal entity designated under the Declaration.” (Exhibit 15, p. 11, ¶ 1).

**NATURE OF THE CONSOLIDATED CASES**

The Consolidated Cases have a long and tortured procedural history due to the various filings of Jarmuth. On April 7, 2009, Jarmuth filed the 2009 Case against the Association, as well as related Defendants, asserting the same declaratory judgment actions as the Complaint in this case. (Exhibit 1, 2009 Complaint). Several amendments to the Complaint were filed asserting additional causes of action. (Exhibit 2, Amended Complaint; Exhibit 3, Counterclaim of Jarmuth; Exhibit 4, Order adding Counterclaim to Complaint). The Association filed a counterclaim seeking attorneys’ fees and expenses “associated with the defense of the action” on May 13, 2009, as the Association incurred an insurance deductible in connection with defending the action. (Exhibit 5, Answer to Complaint; Exhibit 6, Insurance deductible Payable to McNair).

Thereafter, Jarmuth filed an application with the ARB for a swing set that gave rise to the 2009 SCHAC Complaint. (Exhibit 7, Defendants' Trial Exhibit 58, Swing Set Application). The Association sent a Notice of Disapproved Request for the swing set due to its proposed location. (Exhibit 8, Defendants' Trial Exhibit 59, Disapproval of Application). In response, and while the 2009 Case was pending, Jarmuth filed the SCHAC Complaint challenging the Association's denial of his application based on allegedly discriminatory practices. At issue in the SCHAC matter was whether the Association properly denied the application in accordance with the Declaration and Bylaws in an evenhanded and non-discriminatory manner. McNair and the undersigned attorneys were hired to defend the SCHAC Complaint by the Association's insurance carrier, and the Association incurred a deductible. (Exhibit 9, Insurance Deductible Payable to McNair.) On January 11, 2010, SCHAC determined that there was no reasonable cause for Jarmuth's Complaint. (Exhibit 10, Defendants' Trial Exhibit 63, SCHAC letter).

After Jarmuth was unsuccessful in the proceeding before SCHAC, Jarmuth filed the 2010 Case challenging the Association's authority to enforce the architectural restrictions in the Declaration against his property and the denial of his swing set application on October 12, 2010. (Exhibit 11, 2010 Complaint). The Association filed a counterclaim seeking a declaratory judgment that Jarmuth is subject to the Declaration pursuant to S.C. Code Ann. 15-53-10 *et seq.* and a breach of the Declaration claim seeking damages related to fines incurred, injunctive relief, and attorneys' fees and costs. (Exhibit 12, 2010 Answer and Counterclaim). The breach of the Declaration claim sought fines imposed against Jarmuth for constructing the unapproved addition on his property line. No separate deductible was required by the carrier to defend the 2010 Case, as it was related to the previously filed matters.

**CONCLUSION**

Because Jarmuth failed to plead any plausible claims against the Association, and because these matters have already been ruled upon by the State court, this Court should grant the Association's motion to dismiss with prejudice.

**Respectfully submitted,**

***McNAIR LAW FIRM, P.A.***

*/s/ Alicia E. Thompson*

Henrietta Golding, Fed. ID #2125

Alicia E. Thompson, Fed. ID #10336

McNair Law Firm, P.A.

2411 N. Oak Street, Suite 206 (29577)

Post Office Box 336

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Email: [hgolding@mcnair.net](mailto:hgolding@mcnair.net)

[athompson@mcnair.net](mailto:athompson@mcnair.net)

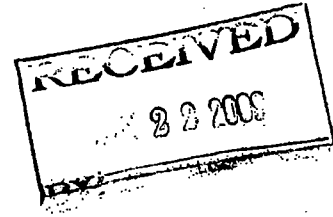
Myrtle Beach, South Carolina  
August 26, 2016

Attorneys for Defendant

11A



January 15, 2009



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

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

Dear Beckie:

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

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

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

Kindest Regards,

Robin E. Rossi  
Customer Service Representative

#RENENCO1

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

**Quality Insurance Protection**  
[www.WaccamawInsurance.com](http://www.WaccamawInsurance.com)  
[Generalmail@WaccamawInsurance.com](mailto:Generalmail@WaccamawInsurance.com)

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

**EXHIBIT D**



NON-PROFIT MANAGEMENT AND ORGANIZATION LIABILITY  
INSURANCE POLICY

DECLARATIONS POLICY NO. 104460344

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

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

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

- ITEM 1. **INSURED ORGANIZATION'S NAME and PRINCIPAL ADDRESS:**  
INTERNATIONAL-CLUB PROPERTY OWNERS ASSOCIATION, INC.  
PO BOX 2537  
C/O K.A. DIEHL & ASSOCIATES  
MURRELLS INLET, SC 29576
- ITEM 2. **POLICY PERIOD:**  
(a) From January 20, 2009 (b) To January 20, 2010 at 12:01 a.m.  
Local Time both dates at the Principal Address stated in ITEM 1
- ITEM 3. **LIMIT OF LIABILITY (Inclusive of Defense Costs):**  
\$1,000,000.00 maximum aggregate Limit of Liability for all Claims first made in the Policy Period.
- ITEM 4. **RETENTION:**  
(a) No Retention shall apply to Non-Indemnified Loss  
(b) \$2,500.00 all Indemnified Loss.
- ITEM 5. **PREMIUM:**  
\$1,935.00 prepaid premium for the Policy Period.
- ITEM 6. **PREMIUM FOR DISCOVERY PERIOD:** \$1,451.25
- ITEM 7. **LENGTH OF DISCOVERY PERIOD:** 365 days.
- ITEM 8. **NOTICE REQUIRED TO BE GIVEN TO THE INSURER SHALL BE ADDRESSED TO:**  
Travelers Bond & Financial Products Claim  
One Tower Square, 2S2  
Hartford, CT 06183
- ITEM 9. **PENDING AND PRIOR LITIGATION DATE:** January 20, 2005

GENERAL LEDGER TRIAL BALANCE

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

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

Acct	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
06/04/09	AP0000 VH3543	2,500.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927	
06/09/09	AP0000 VH3564	62.50		PATRICK & STATHOS, LLC	File #07-076	
07/07/09	AP0000 VH3615	1,293.75		J. THOMAS MIKELL, PC	Legal services	
07/15/09	AP0000 VH3647	2,241.50		MCCUTCHEN,MUMFORD,VAUGHT,	Legal service	
07/15/09	AP0000 VH3648	2,220.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal services	
07/15/09	AP0000 VH3649	60.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal services	
07/31/09	AP0000 VH3700	2,980.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal services	
07/31/09	AP0000 VH3701	260.00		MCCUTCHEN,MUMFORD,VAUGHT,	Legal Services	
10/13/09	AP0000 VH3838	2,500.00		MCNAIR LAW FIRM, P.A.	Sept 09 legal services	
11/18/09	AP0000 VH3919	2,500.00		PARKER, POE, ADAMS & BERN	File #IN769-114955 legal	

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

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/08/09	AP0000	VH3215	350.00		C. NICHOLAS DIEZ, CPA LLC	Rev of fin stmts
03/31/09	AP0000	VH3401	500.00		C. NICHOLAS DIEZ, CPA LLC	Rev of fin stmts yr end
07/28/09	AP0000	VH3667	1,500.00		ANDREW C. THOMPSON, CPA	Audit of fin stmts

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

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/05/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
02/02/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
03/02/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/30/09	GJ0138	NEWBUDG		4,524.60	R/C 30% mgmt fee	
05/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
05/31/09	GJ0145	BUDGET		1,131.20	R/C Mgmt Fee 30% to amen	
06/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
06/30/09	GJ0162	BUDGET		1,131.20	R/C 30% mgmt fee to amen.	
07/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
08/03/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
09/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
10/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
11/02/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
11/18/09	AP0000	VH3918	15,037.50		K. A. DIEHL & ASSOCIATES,	Admins & mtg attendance
12/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
12/31/09	GJ0231	697	1,000.00		To R/C to mgmt fee	

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

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

EXHIBIT E

GENERAL LEDGER TRIAL BALANCE

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

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

Account	Date	Description	Debit	Credit	Balance	Reference
06/08/10	AP0000	VH5044	2,500.00			MCNAIR LAW FIRM, P.A. 051490.00002
06/09/10	AR0000	7090		252.04		city pds fees 10411041
06/30/10	AP0000	VH5079	325.00			MCCUTCHEN,MUMFORD,VAUGHT, Legal services
07/05/10	AR0000	AR06		250.00		Owner Expense Adjust.
07/13/10	AP0000	VH5096	250.00			MCCUTCHEN,MUMFORD,VAUGHT, File #54033HC
07/21/10	AP0000	VH5146	176.11			MCNAIR LAW FIRM, P.A. Prof svcs thru 6/30/10
07/30/10	AP0000	VH5163	325.00			MCCUTCHEN,MUMFORD,VAUGHT, File #53135HC legal svcs
08/31/10	AP0000	VH5216	125.00			MCCUTCHEN,MUMFORD,VAUGHT, File #54447HC legal svcs
09/29/10	AP0000	VH5272	250.00			MCCUTCHEN,MUMFORD,VAUGHT, Re:Thomas Zegray
10/08/10	AR0000	AR06		175.00		Owner Expense Adjust.
10/12/10	AP0000	VH5311	175.00			MCCUTCHEN,MUMFORD,VAUGHT, File #54450HC legal svcs
11/10/10	AP0000	VH5355	275.38			MCCUTCHEN,MUMFORD,VAUGHT, File #54031HC legal svcs
11/10/10	AP0000	VH5356	325.00			MCCUTCHEN,MUMFORD,VAUGHT, File #54444HC legal svcs
11/10/10	AR0000	AR06		325.00		Owner Expense Adjust.
11/10/10	AR0000	AR06		275.38		Owner Expense Adjust.
11/17/10	AP0000	VH5382	913.90			MCNAIR LAW FIRM, P.A. Matter #051490.00004
11/30/10	AP0000	VH5403	325.00			MCNAIR LAW FIRM, P.A. Matter #051490.00003
12/08/10	AP0000	VH5412	5.00			MCCUTCHEN,MUMFORD,VAUGHT, File #55269HC
12/17/10	AP0000	VH5443	562.95			MCNAIR LAW FIRM, P.A. Matter #051490.00004
12/17/10	AP0000	VH5444	275.00			MCNAIR LAW FIRM, P.A. Matter #051490.00003
12/17/10	AP0000	VH5445	250.00			MCCUTCHEN,MUMFORD,VAUGHT, File #55270HC
12/17/10	AP0000	VH5449	325.00			MCCUTCHEN,MUMFORD,VAUGHT, File #54446HC legal svcs
12/20/10	AR0000	AR06		325.00		Owner Expense Adjust.

621-000 Audit Services .00 3,775.00 1,625.00 2,150.00 2,150.00

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
03/23/10	AP0000	4161		1,025.00	ANDREW C. THOMPSON, CPA	wrong community used
03/23/10	AP0000	VH4161	1,025.00		ANDREW C. THOMPSON, CPA	Fin stmts yr end
04/09/10	AP0000	VH4215	600.00		ANDREW C. THOMPSON, CPA	Rev of tax effects
04/30/10	GJ0284	VH4215		600.00	R/C A.Thompson-ease.exp	
07/01/10	AP0000	VH5091	2,150.00		ANDREW C. THOMPSON, CPA	Audit of fin stmts

622-000 Management Services .00 34,120.80 .00 34,120.80 34,120.80

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/04/10	AP0000	1	2,773.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
01/27/10	AP0000	7	70.00		K. A. DIEHL & ASSOCIATES,	MGMT FEE ADJ FOR JAN
02/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
03/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
05/03/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
06/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
07/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
08/02/10	AP0000	1	2,843.40		K. A. DIEHL	MANAGEMENT FEE
09/01/10	AP0000	1	2,843.40		K. A. DIEHL	MANAGEMENT FEE
10/01/10	AP0000	1	2,843.40		K. A. DIEHL	MANAGEMENT FEE

EXHIBIT F

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

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

**Benjamin H. Culbertson, Circuit Court Judge**

**RECEIVED**  
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SC Court of Appeals

**Case No.: 2009-CP-26-3596  
Consolidated with  
Case No.:2010-CP-26-11320  
Appellate No.: 2016-001063**

**Ronald Jarmuth,**

.....Appellant,

v.

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

**PROOF OF SERVICE**

**I, Ronald Jarmuth, certify that I have served the Respondent through Counsel a copy of the Appellant's Opposition (with Exhibits) to Respondent's Motion for Costs by depositing a copy in the United States Mail, first class postage prepaid on January 5, 2019, addressed to Henrietta U. Golding; McNair Law Firm, P.A.; 2411 Oak Street; Suite 206; Myrtle Beach, SC 29577-3164.**




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

**Encl:  
as**

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