

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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MAY 30 2019

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

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

Churchill Park, Respondent

v.

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

Of which Alan G. Nix is the Appellant

Appellate Case Number 2018-000056 &
2018-000174

MOTION TO PROPERLY RESTORE CASES 2018-000056 and 2018-000174

BACKGROUND

On 5 April 2018, an order signed by Judge Lochemy was filed for appellate case 2018-000056, dismissing the appeal without prejudice pursuant to Hudson v. Hudson.

On 5 April 2018, an order signed by Judge Lochemy was filed for appellate case 2018-000174, dismissing the case for failure to timely serve the notice of appeal. (Rule 203(b)(1))

The afternoon of 7 May 2018, Appellant filed the Memorandum in Support of Rule 60(b) with the Charleston County Small Claims Court, North Areas. (Ex. A) (Large document)

Approximately 3.25 hours later, Appellant emailed a scanned copy of the Memorandum to the Defendant's attorneys. (Ex. B)

Approximately eight mins after the copy was mailed to Defendant's attorneys, Appellant forwarded the same scanned copy to the SC Office of Disciplinary Counsel's office (bcc). Ex. B) Given the Memorandum filed a few hours earlier laid out a prima fascia case of conspiracy between the attorneys involved in the small claims case and attorney's involved in cases 2014-CP-10-05407 and 2017-CP-10-04031, notifying the Office of Disciplinary Counsel seemed appropriate.

On 11 May 2018, Appellant received a copy of an order from Judge Turner, the Charleston County Small Claims judge involved in the case which the Memorandum had been filed less than four days earlier. Judge Turner cited reasons such as "the court finds a failure to demonstrate the requisite particularized showing of the reason listed in 12(B)(1)" and "That no new evidence which by due diligence could not have been discovered was presented to the court.

Judge Turner's denial contains, as appears to be standard operating procedure, minor incorrect assertions, intended to create the appearance of a rational reason to deny the motion. Clearly Judge Turner was going to deny the motion under any circumstance, especially given the obvious negative outcomes for the County and the attorneys involved if he did properly grant the motion.

Ironically, on the very same day, 11 May 2018, Appellant received an order from the SC Court of Appeals reinstating case number 2018-00056 and consolidating it with appeal case 2018-00174. Apparently Judge Lochemy had an epiphany during the previous 36 hours or so and decided he needed to review the lower court's filings to apparently determine he had made an awful mistake five weeks earlier when he had dismissed the case without prejudice so the outstanding motions could be heard. Given Judge Lochemy states he reviewed the "Appellant's post-trial motions that he alleges are pending", Judge Lochemy surely must have recognized that Judge Scarborough had taken the (improper) liberty to close all of the Appellant's outstanding motions filed prior to the appeal being filed, without having a hearing or entering an order. Clearly improper judicial conduct and I will argue done with a corrupt motive.

During the period late May 2018 through November 2018, Appellant made five separate motions to be granted leave to file a rule 60(b) motion in the lower court. Each were denied, for

various and often times illogical reasons. Clearly, the SC Court of Appeals knew in general a 60(b) motion would look much like what was submitted to the Charleston County Small Claims court on the afternoon of 7 May 2018, and took all steps remotely possible to ensure that did not occur... much like the hurried attempted reinstatement of the appeal in an attempt to prevent the Rule 60(b) motion filed in the small claims case from being filed in cases 2014-CP-10-05407 and 2017-CP-10-04031.

On 6 Nov 2018, Appellant recognized the relationship between the Office of Disciplinary Counsel's offices location and the SC Court of Appeals location. Given that close physical proximity, compounded with the sudden attempted reinstatement of the appeal on or about 8 May 2018 as well as the SC Court of Appeals obvious intent to prevent a 60(b) motion from being filed in the lower court, Appellant forwarded for a second time the email from the eveing of 7 May 2018. (Ex. C).

In the same email, Appellant pointed out that the order allegedly filed in May 2018 attempting to quickly restore the case, lacked a Clerk of Court stamp. (Ex. D).

Several days later, Appellant received a letter from the SC Court of Appeals Clerk of Court stating that the email sent on the morning of 6 Nov 2018 had been forwarded to her and that the Court would not be taking any further action.

Despite the SC Court of Appeals conduct, Appellant went ahead and filed a 60(b) motion for case 2017-CP-10-04031 on 9 Nov 2018 and for case 2014-CP-10-05407 on 13 Nov 2018.

Given the SC Judicial System's almost totally incomprehensible conduct between 23 March 2016 and today, 28 May 2018, the Appellant his left with not other choice but to both make public the role of the SC judicial system in promoting, supporting, and concealing the misconduct of the attorneys involved in this situation for the last SIX years.

Consequently, by way of this motion, in addition to this motion, the Appellant unequivocally informs the SC Court of Appeals that:

1. I will absolutely argue that the SC Court of Appeals has not properly reinstated the appeals to date.
2. Based on that assertion, that the SC Court of Appeals has not had jurisdiction of the cases since 5 April 2018

3. Consequently, the SC Court of Appeals and its justices has not had judicial immunity for its actions since 5 April 2018.

Thus, when the Appellant files a case or cases in the Federal court system alleging several violations of Federal and SC law, the SC Court of Appeals and the SC Office of Disciplinary Counsel will be co-defendant's along with the numerous attorneys, developers, declarants, "Associations", "professional property managers" and governmental entities and Persons that have also supported them via a pattern of improper actions.

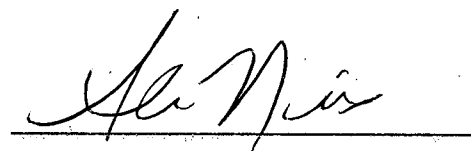
Given that clear notice and my intent to argue that the SC Court of Appeals and its justices will be pursued under the premise that they have enjoyed no judicial immunity since at least 5 April 2018, Appellant requires the Court to enter an order laying out its rationale for contending that the cases have been restored and that the Appellant's motion to properly restore the cases was "moot". Also, please ensure ALL necessary actions are taken to preserve all evidence related in any way to this matter or related matters. Not doing so likely and obviously constitutes obstruction of justice, which based on the Appellant's experience since March 2016, appears to be business as usual in this State when wealthy and politically connected Persons are involved in an ongoing, intentional, pattern of misconduct.

WHEREFORE, Appellant Alan Nix respectfully requests this Court:

1. Place the cases in abeyance until such time it is proper to move forward, which is likely never at this point.
2. Enter an extremely thorough order explaining the Court's rationale for stating that the appeal cases were restored and the Appellant's motion from January 2019 was "moot".
3. Any other and further relief as the Court deems just, prudent and proper.

Dated: May 28, 2019

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Alan Nix", is written over a horizontal line.

Alan G. Nix
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EXHIBIT

A

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ALAN NIX

Plaintiff,

CHURCHILL PARK HOMEOWNERS'
ASSOCIATION, INC., CHURCHILL
PARK AT PARKWEST, INC.,
CHURCHILL PARK, CATHERINE
BROWN, AND DAVID BROWN

Defendants,

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2017-CV-10-11500354

**PLAINTIFF'S MEMORANDUM
IN SUPPORT OF RULE 60(B)
MOTION**

FILED IN
CHARLESTON COUNTY

MAY 07 2018

NORTH AREA
SMALL CLAIMS COURT

1:59 p.m.

TO: THE HONORABLE JAMES A. TURNER:

As requested by the Court during the motion hearing held on April 30, 2018, Plaintiff respectfully submits this Memorandum in support of the motion argued April 30, 2018.

I.

Background and Factual Summary

1. On May 16, 2013, Churchill Park, through its apparent Counsel D. Ryan McCabe and Stephanie C. Trotter, filed a lien against the Plaintiff in this case, Alan Nix, and his wife, Norma Nix's property. (Exhibit 2)

2. At the time this lien was filed by Mr. McCabe and Ms. Trotter of McCabe, Trotter, & Beverly, P.C., it is believed that David Brown was the President of one or more of the Churchill entities.

3. On May 16, 2013, Park West Master Association, Inc. also filed a lien against the Nix property through their counsel, also Mr. D. Ryan McCabe and Ms. Stephanie C. Trotter. (Exhibit 3)

4. On July 31, 2014, upon returning from a visit with her parents, Ms. Norma Nix found the fence situation reported in Mt. Pleasant Police Report filed by Officer Neese on the same day.

5. At the time this police report was filed, it is believed that Catherine Brown was the President of one or more of the Churchill entities.

6. On September 4, 2014, Plaintiff Churchill Park, through their apparent counsel of Stephanie Trotter, filed a foreclosure suit against the Nix's home. Exhibit (4)

7. On September 18, 2015, Plaintiff Churchill Park, through their apparent counsel Ms. Jaimie McSweeney of McCabe, Trotter and Beverly, P.C., filed a motion to compel against Alan and Norma Nix in case 2014-CP-10-05407.

8. On January 4, 2016, Alan Nix, through his counsel at the time, William Sloan, met the motion to compel deadline and filed answers to Interrogatories and provided discovery in case 2014-CP-10-05407. (Exhibit 5). Note on the last page of Exhibit 5, the last Answer, the issue of standing of "Churchill Park" is raised as well as reference to a document referenced as "Assignment of Lien and Foreclosure Rights".

9. The document "Assignment of Lien and Foreclosure Rights" is the document in Exhibit 1. Note on the page numbered 16, the "Assignor" is Churchill Park Homeowners' Association, Inc., the notary is Ms. Stephanie Trotter and the person signing away Churchill Park Homeowners' Association, Inc.'s right is Mr. Larry Ridlehover, the President of Southern Community Services, Inc., and signing as Agent for Churchill Park Homeowners Association, Inc.

11. At the time this document was signed, somewhere in between April 16, 2013 and April 24, 2016, it is believe that David Brown was the President of one or more of the Churchill entities.

12. On March 23, 2016, Judge Scarborough dismissed case 2014-CP-10-05407 for an alleged 40(j) agreement on March 21, 2016. (Exhibit 7)

13. On February 16, 2017, Alan Nix filed a complaint with the South Carolina Department of Consumer Affairs related to the letter and invoice sent by LPPM, Inc. on March 22, 2016. (Exhibit 9)

14. On March 24, 2017, Gold Crown Management, Inc. called Alan Nix on his personal phone at approximately 3:44 P.M. to inform him the wrecked vehicle that was on a tow truck in front of his house for the last five or so minutes was not allowed to be left on the Nix property.

15. On April 15, 2017, Gold Crown Management finally delivered the letter to Alan Nix from the March 24, 2017 phone call. (Exhibit 10) Note, the first page is "Churchill at Park West" with a Park West logo, and the second page is "Churchill @ Parkwest".

16. On April 26, 2017, Ms. Marie Barnett of Gold Crown Management, Inc., sent Alan Nix the letter in Exhibit 11, Note the name is "Churchill Park at Park West". This letter was in response to the second half of Exhibit 11, which is a letter dated April 22, 2017 sent to Churchill Park Homeowners Association, Inc.

17. Exhibit 8 is the Gold Crown Management Inc.. introduction from January 5, 2017 representing itself as the management company for Churchill Park Homeowners' Association, Inc. Ms. Barnett states in the second paragraph that she and Ms. Jerry Watson, the Vice President of Gold Crown Management, Inc., attended the December 2016 meeting of the Board of Directors, apparently the Board of Directors of Churchill Park Homeowners' Association, Inc.

18. On May 11, 2017, Alan Nix received the letter in Exhibit 12 from the South Carolina Department of Consumer Affairs. It is dated April 27, 2017 and written by Mr. Todd M. Musheff of the law firm McCabe, Trotter, & Beverly. Note on the second page, paragraph one, the first full sentence, which reads "Mr. Nix has also filed a magistrate's court action against his Association, form Board Members individually, against his neighbor and against another Churchill Park entity that is located up in Greenville" His additional explanation of the Churchill entities in the second paragraph of the second page is worthy of reading closely.

19. On April 25, 2017, Alan Nix filed a police report with the Mt. Pleasant Police Department related to the belief that numerous acknowledgements of Ms. Trotter's on the "Assignment of Lien and Foreclosure Rights" from April 2013 constituted violations of South Carolina notary law. Specifically 21-1-160. (Exhibit 13)

20. On or about April 25, 2017, Ms. Marie Barnett of Gold Crown Management, Inc. requested police support for the "Churchill at Park West" annual homeowners meeting to be held on May 1, 2017. The stated reason was "Officer presence/ maintain order"

21. On May 4, 2017, Mr. Musheff of McCabe, Trotter & Beverly, P.C. attended a motion hearing at the Charleston County Master in Equity's Court, presided over by Judge Scarborough, to hear motions to reinstate the previous case 2014-CP-10-05407, which Judge Scarborough dismissed for an alleged 40(j) agreement on March 21, 2016.

22. During the motion hearing on May 4, 2017, Mr. Musheff made the following statement in response to Judge Scarborough's question about "is Churchill Park the successor in interest to them? Lines 22-25 on page 7, "Churchill Park has always been the name of the association for the Park West Churchill Park neighborhood. There's a separate entity upstate somewhere that is entitled Churchill Park Homeowners' Association, Inc., but that's never ... (Lines 1-2, page 8) been the group that is responsible for Mr. Nix's neighborhood."

II.

Support for Rule 60(B)(2)

23. Plaintiff Nix saw the first few pages of Exhibit 19, Affidavit of Attorney's Fees, for a very few minutes on September 26, 2017 during a hearing before Judge Scarborough for 2014-CP-10-05407 and allegedly for 2017-CP-10-04031 also. Nix did not receive a copy of this Exhibit as would have been proper and Mr. Musheff did not respond later when Mr. Nix requested a copy of his exhibits. Consequently, Mr. Nix went to the Master in Equity Court on February 8, 2018 to get a copy of Mr. Musheff's / "Churchill Park"'s exhibits. Ms. Smith provided Mr. Nix a copy of the document listed here as Exhibit 19.

24. On March 24, 2018, while reviewing this document in detail related to other matters, Nix recognized the mention of M. Barnett, J. Watson, Dave Brown, "fence" on page 5 of this document. Entry dates of March 7, 2017, March 14, 2017, and March 20, 2017.

25. Upon closer inspection of that document the next day, Nix recognized the mention of "R. Stoney" on the entry for April 25, 2017. The entry reads "Check on status of _____ Communications with R. Stoney concerning result of Nix magistrates court case over fence and follow-up on same (0.5000)."

26. Based on seeing that information in Mr. Musheff's time log, Nix went back and began reviewing Mr. Stoney's answers as well as other document from that same time period such as Exhibits 10, 11, 12, 14 and 15 attached to this memo.

27. At this time, 25/26 March 2018, Nix reviewed his notes from the April 18, 2017 pre-trial hearing and found reference to Mr. Stoney's comment at the end of the hearing about the "other Churchill in the Upstate somewhere"

II.

Support for Rule 60(B)(3)

28. Mr. Stoney's comment on April 18, 2018 is the first reference, spoken or written, that Nix heard related to the "other Churchill in the Upstate somewhere."

29. Upon information and belief, the only way one could come up with that version of a story is to have reviewed the Articles of Incorporation for Churchill Park Homeowners' Incorporation, Inc. closely. (Exhibit 21) Obviously, the mistake Mr. Stoney, and soon thereafter, if not before, others, attempted to leverage was the statement in number 4 of Churchill Park Homeowners' Association, Inc.'s Articles that reads "defined in the Declaration of Protective Covenants for Churchill Park ("Declaration") recorded or to be recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina...."

30. Shortly after Mr. Stoney's and Mr. Musheff's discussion on April 25, 2017, Mr. Musheff states the same in Exhibit 12 and on the record in Judge Scarborough's Court on May 4, 2017 in Exhibit 15.

31. Furthermore, given Mr. Stoney's and Mr. Mims involvement in case 2016-CP-10-01001, this statement, coordination with Mr. Musheff on April 25, 2017, and the continuation of the story is even more concerning.

32. Mr. Stoney, as well as several other attorneys and management companies were sent a certified letter on July 5, 2017 asking for assistance to bring Churchill Park Homeowners' Association, Inc back into state compliance, including getting a new Registered Agent assigned before July 24, 2017. (included in Exhibit 17, which is information provided by Mr. Capers Barr in response to a subpoena).

33. No person or corporation responded to that letter and no action was taken relative to that letter.

34. On July 27, 2017, the SC Secretary of States office administratively dissolved Churchill Park Homeowners' Association, Inc. for not having a registered agent on file. (Exhibit 18)

35. The SC Secretary of State administrative dissolution was two days after the subpoena in Exhibit 24 was served upon Gold Crown Management, Inc. as agent for Churchill Park Homeowners' Association, Inc.

36. On August 8, 2017, Gold Crown Management, Inc. replied back to a letter dated July 11, 2017, using their own form from January 5, 2017, seeking ARB permission to make changes to the Nix home with a denial from "Churchill at Park West".

37. Summons and complaint for 2016-CP-07-00589 (Exhibit 23) which names Marie Barnett as a Defendant based upon her role as an employee of DR Horton and the President of the Mill Creek Owners' Association, Inc., was served upon Ms. Stephanie Trotter of McCabe, Trotter, & Beverly, P.C. in March 2016, less than nine months before she became the Community Association Manager for Gold Crown Management Inc. representing Churchill Park Homeowners Association, Inc. in December 2016.

38. Gold Crown Management, Inc. was the management company for Mill Creek Owners' Association, Inc. at the time case 2016-CP-10-00589 was filed.

39. On April 30, 2018, Mr. Stoney asserted on the record in Judge Turner's Court that he had received a copy of the Order dated April 18, 2017. Ironically, he nor Mr. Kaiser has produced a copy.

40. On April 30, 2018, when Judge Turner asked Mr. Stoney which of the Churchill entities he actually represented, Mr. Stoney answered that he represented "Churchill Park at Parkwest, Inc." This was an inappropriate question given Mr. Stoney and Mr. Mims had already asserted based on their answer that they represented all three Churchill Park entities named originally. Even more ironic, the entity Mr. Stoney chose when given a choice is an entity which is known not to exist as a company incorporated in South Carolina, and also, based upon

information and belief, is not known to be incorporated in any other state within close proximity to South Carolina.

41. Furthermore, it is even more interesting that Mr. Kaiser and Mr. Stoney are next door neighbors and one represents the Brown's individually and the other also represents the Brown's as well as all of the Churchill entities.

III.

Support for Rule 60(B)(1)

42. Even though Judge Turner alluded April 30, 2018 to the idea that the burden to satisfactorily meet the requirements of the various 60(B) standards would be easiest to meet 60(B) (1), Plaintiff only states in regards to 60(B)(1) that, as much as he concurs with Defendants' attorney's position that even a Pro Se litigant should do what is possible to be prepared and represent themselves, a basic level of honesty from Attorney's is basically expected from lay people, and furthermore, required from the SC Rules of Professional Conduct.

IV.

Magistrate Court Involvement in Similar Cases

43. Exhibit 26 is copies of previous judgements in the Magistrate's Court pursued by and awarded to employees of Southern Community Services.

44. Exhibit 25 is a listing of the status of the case as of the date the Motion was originally filed. The Order at issue here does not reflect on line and there is no evidence it was ever mailed.

45. The ruling and / or "negotiation" tactics of the April 18, 2017 pre-trial conference raises concerns that the main goal was to remove the "Churchill"s from litigation as well as Ms. Brown since she was the link to the Churchill's at the time of the incident. If the case was totally without merit, why weren't all Defendant's dismissed?

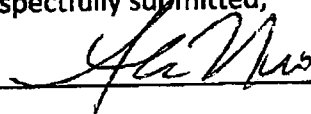
46. The alleged agreement on April 18, 2017 to dismiss, if it occurred at all, was not in good faith, was not on the record, and was not entered properly.

For the above stated reasons, Plaintiff respectfully requests the Court to:

1. Grant the Motion filed April 18, 2018.
2. Deny Defendant's and Defendant's attorney's memorandum' in opposition.
3. Take any action deemed appropriate given the information included in this memo.
4. Accept corrected Amended Complaint to correct the technical issue Mr. Stoney pointed out on April 30, 2018 relative to the fourth cause of action. (Attached)
5. Any other relief as the Court deems just, prudent, and proper.

May 7, 2018

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Alan Nix", is written over a horizontal line.

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ALAN NIX

Plaintiff,

CHURCHILL PARK HOMEOWNERS'
ASSOCIATION, INC., CHURCHILL
PARK AT PARKWEST, INC.,
CHURCHILL PARK, CATHERINE
BROWN, AND DAVID BROWN

Defendants,

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2017-CV-10-11500354

COMPLAINT

The Plaintiff, Alan G. Nix, complaining of Defendants, respectfully shows this honorable Court the following:

PARTIES AND JURISDICTION

1. Plaintiff is a resident of Charleston County, South Carolina
2. Upon information and belief, Churchill Park Homeowners' Association, Inc. is a South Carolina Corporation organized under the South Carolina Nonprofit Act that operates in Charleston County, South Carolina and has a registered agent of InCorp Services Inc., 317 Ruth Vista Road, Lexington, SC 29073.
3. Churchill Park is a South Carolina Corporation organized under the South Carolina Nonprofit Act and has a registered agent of Cedar Management Group, 1320 Main St., Suite 300, Columbia, SC 29201 (Regus)
4. Churchill Park at Parkwest, Inc. is alleged to be a corporation incorporated in an undetermined state, but known not to be a South Carolina incorporated Corporation.
5. Catherine Brown is an individual residing in Charleston County, South Carolina
6. David Brown is an individual residing in Charleston County, South Carolina

FACTUAL ALLEGATIONS

7. At all times pertinent to this action, Plaintiff has resided at 1401 Densmore Circle, Mount Pleasant, SC 29466, the physical location of which the damaged fence resides.
8. The fence in question was built by contractors hired by Plaintiff in June 2010.
9. The fence in question is approximately six inches inside the property boundary of Plaintiff's property.
10. The Plaintiff had the boundary line surveyed by a licensed surveyor prior to beginning construction of the fence to ensure the fence, in its entirety, was built only on property owned by Plaintiff.
11. The corner lot pin between Plaintiff's property and Defendant(s) Catherine and David Brown's property is clearly visible at the rear corner fence post of the fence where Defendant(s) tore down Plaintiff's fence.
12. The fence Defendant's tore down met the requirements as specified in the "Declaration of Protective Covenants for Churchill Park", as recorded in the Charleston County RMC records on January 10, 2001 in Book S340, Page 595.
13. Sometime during the period July 7, 2014 to July 30, 2014, while Plaintiff's were not present at their property in Mount Pleasant, SC, Defendant(s) tore down the fence the Plaintiff had previously had built by hired contractor in 2010.

FOR A FIRST CAUSE OF ACTION

(Trespass)

(As to Catherine Brown and David Brown)

14. Each and every allegation set forth above is fully incorporated herein.
15. Plaintiff owned the property that the fence was built upon as documented in the Deed to the Property as recorded with the Charleston County RMC on July 17, 2001 in Book C377, Page 591. **(See Exhibit A)**
16. Defendants knowingly and willfully entered onto Plaintiff's property sometime during the period July 7, 2014 and July 30, 2014 with the intent to tear down Plaintiff's fence.
17. Sometime during the period July 7, 2014 and July 30, 2014, Defendants knowingly and willfully did tear down Plaintiff's fence. **(See Exhibit B, Police report SC0100300) Page two, Catherine Brown's statement that "the fence was ugly and that it did not give them enough privacy, so her husband tore the section down".**

18. Defendants did not seek permission from Plaintiff to enter their property during the period July 7, 2014 and July 30, 2014. See Exhibit B, Page 1, Norma Nix's statement *"the neighbors did not have permission to tear down the fence and have not made an effort to contact them about why they tore the fence down"*.

FOR A SECOND CAUSE OF ACTION

(Conversion)

(As to Catherine Brown and David Brown)

19. Each and every allegation set forth above is fully incorporated herein.
20. Plaintiff owned the property the fence was built upon and had purchased the lumber themselves and paid a contractor to construct the fence the Defendants tore down.
21. The entire side of the fence which defendant damaged was valued at approximately \$4,800 at the time it was constructed in 2010. Then entire fence around the back yard, which the side that was tore down matched, was valued at approximately \$11,000 at the time it was constructed in 2010.
22. Defendant Catherine Brown stated in Police Report SC 0100300, page 2, that *"she would have her husband put the old wood back up and that they would not bother the fence again."* (Exhibit B)
23. As of the date of the filing of this amended Complaint, almost 45 months after Defendants tore down the fence, and almost a year after this action was first filed, Defendants have not performed as they stated they would in police report SC 0100300 on July 31, 2014, (*"she would have her husband put the old wood back up and that they would not bother the fence again."*) as the fence remains largely in the same state as it was reported to the Mount Pleasant Police Department on July 31, 2014.

FOR A THIRD CAUSE OF ACTION

(Constructive Fraud)

(As to Catherine Brown)

24. Each and every allegation set forth above is fully incorporated herein.

25. Defendant Catherine Brown, on July 31, 2014, stated to Mount Pleasant Police Officer Daniel Nease, as he documents in Mount Pleasant Incident Report SC0100300, "*that she and victim paid for the fence together but it was on the victim's property.*"
26. Defendant Catherine Brown, on July 31, 2014, also stated to Officer Nease "*she would have her husband put the old wood back up and that they would not bother the fence again*".
27. Catherine and David Brown did not pay for any portion of the fence originally or up until such time as David Brown tore down the fence sometime during the period of time July 7, 2014 and July 30, 2014.
28. Upon information and belief, Catherine Brown lived at the same address as David Brown, which is the property directly next to the property the fence was constructed on, during the period June 2010 till July 31, 2014.
29. Catherine Brown's assertion "*that she and victim paid for the fence together*" is and remains material to financial liability for damage to said fence.
30. Catherine Brown's assertion "*that she and victim paid for the fence together*" was intended to influence Officer Nease's interpretation of the trespass offense.
31. Catherine Brown's assertion that "*she would have her husband put the old wood back up*" was intended to influence Officer Nease's manner of dealing with the reported trespass and damage to private property.
32. Upon information and belief, Officer Nease had no prior knowledge of the Person or Person's that provided funding to construct the fence and consequently, had a right to rely on Ms. Brown's statement, especially since she was aware at the time of the statement she was being interviewed by a police officer making a formal inquiry into reported suspicious activity.
33. Upon information and belief, Officer Nease had no obvious reason to doubt Ms. Brown's assurance that "*she would have her husband put the old wood back up*".
34. Given Officer Nease's reliance on Ms. Brown's assertions that: 1. "*That she and victim paid for the fence together*" and 2. "*she would have her husband put the old wood back up*", and Plaintiff's reliance on Ms. Brown's statement "*she would have her husband put the old wood back up*", Plaintiff's damages due to having the fence not returned to the

original state before Mr. Brown tore the fence down have continued and increased since at least July 30, 2014.

FOR A FOURTH CAUSE OF ACTION

(Breach of Fiduciary Duty)

(As to Catherine Brown, Churchill Park Homeowners' Association, Inc. Churchill Park, and Churchill Park at Parkwest, Inc.)

35. Each and every allegation set forth above is fully incorporated herein.
36. Upon information and belief, Catherine Brown was the President of Churchill Park and/or Churchill Park Homeowners' Association, Inc., and/or Churchill Park at Parkwest, Inc. at the time her husband tore the fence down.
37. Upon information and belief, during the period immediately before Ms. Brown became the President of one or more of the Associations and/or Corporations named, David Brown was the President of one or more of the Associations and/or Corporations named.
38. Upon information and belief, at the time Defendants tore down the fence, Southern Community Services, LLC was the professional property manager and Agent for one or more of the Churchill entities named.
39. Upon information and belief, Plaintiff believes at least one of these Associations and/or Corporations had a contractual relationship with Plaintiff as specified in the Declaration of Protective Covenants for Churchill Park, the Bylaws for Churchill Park Homeowners Association, Inc. and the Articles of Incorporation for Churchill Park Homeowners' Association, Inc., and/or the Articles of Incorporation for Churchill Park.
40. Upon information and belief, the entity represented to be a corporation known by the name Churchill Park at Parkwest, Inc. is not incorporated in South Carolina, nor any other state in near proximity to South Carolina.
41. Upon information and belief, the Board of Directors for the corporate entity or corporate entities responsible for the Churchill Park subdivision in Mount Pleasant, SC have used numerous names to refer to the various entities either responsible for or represented as having been responsible for the operation of the Churchill Park Homeowners' Association.

42. Upon information and belief, Plaintiff alleges that David and Catherine Brown utilized her position of President of one or more of the Churchill entities to justify David Brown's willful and wonton action of tearing down the fence because "*it was ugly*" so he could put up a different "*section that was higher to block the subject view into the victim's backyard*". Hence, Ms. Brown incurred personal benefit for herself and husband through the use of her position as President of one or more of the Churchill entities, by breaching her fiduciary duty to the Association and consequently, one of its members, the Plaintiff in this action.
43. This breach of duty proximately caused Plaintiff to incur damages to which they are entitled to recover, including actual, consequential and punitive damages, as well as attorney fees and costs.

WHEREFORE, Plaintiff prays for:

1. Judgement against Defendants to include actual, consequential and punitive damages.
2. Toll the Statute of Limitation related to the causes of action alleged in this Complaint for the period April 18, 2017 through the date this case is properly restored to the Active Docket.
3. Award, where applicable, costs, interest and attorney fees.
4. Grant Plaintiff leave to amend this Complaint as appropriate based on information received during discovery, interrogatories and depositions.
5. Any other relief as the Court deems just, prudent, and proper.

PLAINTIFF DEMANDS A JURY TRIAL.

April 17, 2018

Respectfully submitted,



Alan G. Nix
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Mount Pleasant, SC 29466
(843) 729-2400
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EXHIBIT

1



BP0326993

1

STATE OF SOUTH CAROLINA)

ASSIGNMENT OF LIEN
AND FORECLOSURE RIGHTS

COUNTY OF CHARLESTON)

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

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

and

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

(witness #1)

(witness #2)

ASSIGNOR:

Wellesley Place Homeowner's Association, Inc.

By: [Signature]Print Name: LARRY RIDLEHOVENIts: AGENTDate: 4/11/2013

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

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

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

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

WITNESSES:

S. Rogers
 (witness #1)
[Signature]
 (witness #2)

ASSIGNOR:

Churchill Park Homeowners Association, Inc.

By: [Signature]Print Name: LARRY RIDLEHOOVERIts: AGENTDate: 4/10/2013

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

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

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

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

WITNESSES:

(witness #1)

(witness #2)

ASSIGNEE:

Park West Master Association, Inc.

By:

Print Name:

Its:

Date:

HARRY RIDLEY HOOPER

AGENT

4/10/2013

STATE OF SOUTH CAROLINA

COUNTY OF Richland

ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

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

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

S. Trotter
 Notary Public for South Carolina

My Commission Expires: 5-30-17

Index & Trace refs. per Tin
RECORDER'S PAGE

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



Filed By:

MCCABE TROTTER & BEVERLY
PO BOX 212069

COLUMBIA, SC 29210

RECORDED

Date: April 29, 2013

Time: 2:49:23 PM

<u>Book</u>	<u>Page</u>	<u>DocType</u>
0326	993	Misc

Charlie Lybrand, Register
Charleston County, SC

Maker:

ARLINGTON @ PK WEST ETAL

Recipient:

PARK WEST MASTER ASSN

Original Book:

P294

Original Page:

275

of Sats:

of Pages: 18

of Refs:

Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ 13.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 23.00

Drawer	Drawer 3
Clerk	ECP



0326
Book



993
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04/29/2013
Recorded Date



18
Pgs



P294
Original Book



275
Original Page



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14:49:23
Recorded Time

EXHIBIT

2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Churchill Park,

Plaintiff,

v.

Alan G. Nix and Norma J. Nix
Defendant(s).

IN THE COURT OF COMMON PLEAS



NOTICE OF LIEN

017990/00010

YOU WILL PLEASE TAKE NOTICE that Churchill Park does hereby file the within Notice of Lien in connection with the unpaid assessments, fines, interest, costs and attorney's fees in the sum of \$658.03 on charges, accrued as of May 16, 2013 which amount is justly due and owed to Churchill Park.

The premises affected by the lien is described as follows:
1401 Densmore Circle
Located in Charleston County, South Carolina.
TMS NUMBER: 5980300096
Subdivision: Churchill Park
Lot: 22

This Notice of Lien shall not be construed to be cumulative of any other liens currently of record in Charleston County recorded by Churchill Park. The amount listed above as being due is the total amount due to Churchill Park as of the date of this Notice of Lien.

IN WITNESS WHEREOF, Churchill Park has hereunto set its hand and seal this 16th day of May, 2013.


WITNESS


WITNESS


Churchill Park

By: D. Ryan McCabe or Stephanie C. Trotter

Its: Counsel

PO Box 212069

Columbia, SC 29221

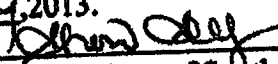
STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned, who states that (s)he saw the within Churchill Park by its Counsel, D. Ryan McCabe or Stephanie C. Trotter, sign seal and deliver the within Notice of Lien and that (s)he with the other witness witnessed the execution thereof.


WITNESS

SWORN to before me this 21
day of May, 2013.


Notary Public of the State of South Carolina
My Commission Expires: 2-24-2021

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

MCCABE TROTTER & BEVERLY
PO BOX 212069

COLUMBIA, SC 29221

RECORDED

Date: May 23, 2013

Time: 12:38:51 PM

Book

0333

Page

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NoticeLn

Charlie Lybrand, Register
Charleston County, SC

MAKER:

NIX ALAN G AL

RECIPIENT:

CHURCHILL PARK

Original Book:

Original Page:

of Sets:

of Pages:

3

of References:

Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -
Charlat	\$ -
TOTAL	\$ 10.00

DRAWER
CLERK

Drawer 3
ECP



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Book



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Recorded Date



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Original Book



Original Page



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Recorded Time

EXHIBIT

3

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
Park West Master Association, Inc.,
Plaintiff,

v.

Alan G. Nix and Norma J. Nix
Defendant(s).

IN THE COURT OF COMMON PLEAS



BP0333103

NOTICE OF LIEN

017495/00107

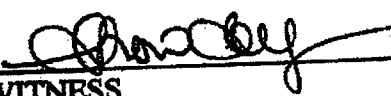
YOU WILL PLEASE TAKE NOTICE that Park West Master Association, Inc. does hereby file the within Notice of Lien in connection with the unpaid assessments, fines, interest, costs and attorney's fees in the sum of \$831.99 on charges, accrued as of May 16, 2013 which amount is justly due and owed to Park West Master Association, Inc..

The premises affected by the lien is described as follows:
1401 Densmore Circle
Located in Charleston County, South Carolina.
TMS NUMBER: 5980300096
Subdivision: Churchill Park
Lot: 22

This Notice of Lien shall not be construed to be cumulative of any other liens currently of record in Charleston County recorded by Park West Master Association, Inc.. The amount listed above as being due is the total amount due to Park West Master Association, Inc. as of the date of this Notice of Lien.

IN WITNESS WHEREOF, Park West Master Association, Inc. has hereunto set its hand and seal this 16th day of May, 2013.


WITNESS


WITNESS


Park West Master Association, Inc.
By: D. Ryan McCabe or Stephanie C. Trotter
Its: Counsel
PO Box 212069
Columbia, SC 29221

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned, who states that (s)he saw the within Park West Maste Association, Inc. by its Counsel, D. Ryan McCabe or Stephanie C. Trotter, sign seal and deliver the within Notice of Lien and that (s)he with the other witness witnessed the execution thereof.

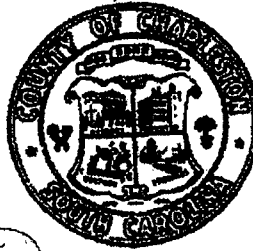

WITNESS

SWORN to before me this 21
day of May 2013.


Notary Public of the State of South Carolina
My Commission Expires: 8-24-2021

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

MCCABE TROTTER & BEVERLY
PO BOX 212068

COLUMBIA, SC 29221

RECORDED

Date: May 23, 2013

Time: 1:05:00 PM

Book

Page

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103

NoticeLn

Charlie Lybrand, Register
Charleston County, SC

MAKER:

NIX ALAN G AL

of Sats:

of Pages:

3

of References:

Note:

Recording Fee

\$ 10.00

Extra Reference Cost

\$ -

Extra Pages

\$ -

Postage

\$ -

Chattel

\$ -

TOTAL

\$ 10.00

RECIPIENT:

PARK WEST MASTER ASSN

Original Book:

Original Page:

DRAWER
CLERK

Drawer 3
ECP



0333
Book



103
Page



05/23/2013
Recorded Date



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Original Book



Original Page



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Doc Type



13:05:00
Recorded Time

EXHIBIT

4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Churchill Park ,
Plaintiff,

v.

Alan G. Nix and Norma J. Nix,
Defendant(s).

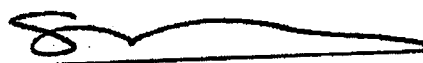
IN THE COURT OF COMMON PLEAS
DOCKET NO. 14-CP-10-5407

SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE
NON-ELIGIBLE FOR HOME
MODIFICATION PROGRAM

FILED
14 SEP -4 PM 4:11
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 140 Stoneridge Drive Suite 650, Post Office Box 212069, Columbia, South Carolina 29221, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint. YOU WILL ALSO TAKE NOTICE that the Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master/special referee, pursuant to Rule 53, South Carolina Rules of Civil Procedure.


Stephanie C. Trotter
McCabe, Trotter & Beverly, P.C.
140 Stoneridge Drive Suite 650
Post Office Box 212069 (29221)
Columbia, SC 29210 803-724-5002
Email: Stephanie.Trotter@mccabetrotter.com
Attorneys for Plaintiff

Columbia, South Carolina
August 29, 2014

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Churchill Park ,

Plaintiff,

v.

Alan G. Nix and Norma J. Nix,

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-10-5407

**COMPLAINT
(NON-JURY)
FORECLOSURE OF REAL ESTATE
NON-ELIGIBLE FOR HOME
MODIFICATION PROGRAM**

FILED
2014 SEP -4 PM 4:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The Plaintiff herein, complaining of the acts or omissions of the Defendant(s) would show unto this Honorable Court as follows:

1. Upon information and belief, the Defendant(s) is/are a resident of the County of Charleston, State of South Carolina and the subject of this action is real property located in the County of Charleston, South Carolina.
2. Plaintiff is a corporation or other legal entity doing business in the State of South Carolina and has the right to bring this action.
3. Heretofore, on or about 07/13/2001 the Defendant(s) took possession of the property described in Exhibit A attached to this Complaint and incorporated herein by reference.
4. The herein described property is subject to governing documents for Churchill Park attached hereto as Exhibit B and incorporated herein by reference.
5. By taking possession of the property, Defendant(s) agreed to pay assessments and other charges allowed by the governing documents.
6. Pursuant to the governing documents a lien arises in favor of Plaintiff to secure payment of the unpaid charges.
7. Plaintiff's duly elected corporate directors have properly levied assessments and other charges against Defendant's property pursuant to Exhibit B. Those charge are currently unpaid.
8. Heretofore, on or about 05/23/2013, Plaintiff filed a Notice of Lien in connection with unpaid assessments on the herein referenced property owned by the Defendant(s).
9. Pursuant to the governing documents Plaintiff is entitled to foreclose on the aforementioned lien.
10. The Defendant(s) has failed to make consistent payments of the assessments and interest,

although demand for payment has been made, and the Plaintiff after giving all required notices, has and does hereby elect to declare the entire balance payable at once. There is now due, owing and unpaid the sum of \$1042.46 in principal, late fees, interest and other charges. Plaintiff is further entitled to recover reasonable attorney's fees and the cost of litigating this proceeding.

11. If Plaintiff secures the premises being foreclosed herein, Plaintiff's cost of securing said premises should be added to any judgment rendered on its behalf. If Plaintiff pays any utility charges constituting a lien on said premises, Plaintiff's advances should be added to any judgment rendered on its behalf.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein:

1. Under the direction of this Court, ascertain and determine the amount due to Plaintiff as outlined by the governing documents, together with interest of 8.75% Per annum and reasonable attorney's fees and costs as outlined in the governing documents.

2. That said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, and for the costs of this proceeding.

3. That the premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

a. First, to the costs and expenses of the within proceeding and said sale;

b. Second, to the payment and discharge of the amount due under the governing documents, together with attorney's fees as aforesaid; and

c. Third, the surplus, if any, be distributed pursuant to Rule 71, of the South Carolina Rules of Civil Procedure.

4. Plaintiff have judgment against the Defendant(s) for the full amount found to be due Plaintiff.

5. For such other and further relief as may be just and proper.

MCCABE, TROTTER & BEVERLY, P.C.



Stephanie C. Trotter
140 Stoneridge Drive, Suite 650
Post Office Box 212069 (29221)
Columbia, SC 29210
Phone: 803-724-5000
Fax: 803-724-5001
Email: Stephanie.Trotter@mccabetrotter.com
ATTORNEY FOR THE PLAINTIFF

Columbia, South Carolina
August 29, 2014

Exhibit A

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as Lot 22 on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10, PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 31, 1999, and recorded in Plat Book ED at Page 904, in the RMC Office for Charleston County, South Carolina.

This being the same property to given to Alan G. Nix and Norma J. Nix by deed of C. Richard Dobson Builders, Inc. dated 07/13/2001 and recorded in the Charleston County Register of Deeds Office on 07/17/2001 in Book C377 at Page 591.

EXHIBIT

B

S340PG597

DECLARATION OF PROTECTIVE COVENANTS

FOR

CHURCHILL PARK

THIS DECLARATION is made on this the 6th day of JANUARY, 1999, by C. Richard Dobson Builders, Inc. ("Declarant"):

WITNESSETH

WHEREAS, Declarant is the owner of the real property described on Exhibit "A", or if not the Owner, the written consent of such owner is attached to this Declaration; and

WHEREAS, Declarant desires to subject the real property described on Exhibit "A", and possibly other property, to the provisions of this Declaration to create a residential community of single-family housing within that certain larger community known as Park West;

NOW THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" of this Declaration, including any improvements which may be (but are not required to be) constructed on that property, is subjected to the provisions of this Declaration and shall be a "Subordinate Declaration" as defined in the Master Declaration for Park West. Such real property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, contained in this Declaration. The provisions of this Declaration shall run with the title to the property subjected to this Declaration. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Amenity Association" means Park West Amenity Association, Inc., a South Carolina non-profit mutual benefit corporation.
- b. "Amenity Declaration" means the Declaration of Covenants, Conditions and Restrictions Park West Amenity Association, Inc. recorded on January 20, 1998, in the Office of the Register of Means Conveyances ("RMC Office") for Charleston County at Book 296, Page 678, and any amendments or supplements thereto.
- c. "Area of Common Responsibility" shall mean the Common Property, together with such other areas, if any, for which the Association has responsibility pursuant to this Declaration, any recorded plat, other covenants, contracts or agreements.

- d. The lien for assessments levied by the Association shall be subject and subordinate to the lien for assessments and other charges levied against the Community by the Master Association and the Amenity Association.
- e. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of the Master Declaration and the Amenity Declaration; however, in the event of conflict between or among the provisions of this Declaration, the Bylaws, Articles of Incorporation, or rules of the Association (collectively, "Association Documents"), and the Master Declaration, Bylaws of Park West Master Association, Inc., Articles of Incorporation of Park West Master Association, Inc., or rules of the Master Association (collectively, "Master Documents") and the Amenity Declaration, Bylaws of Park West Amenity Association, Inc., Articles of Incorporation of Park West Amenity Association, Inc., or rules of the Amenity Association (collectively, "Amenity Documents"), the provisions of the Master Documents and the Amenity Documents, in that order, shall control. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are more stringent than those set forth in the Master Documents or the Amenity Documents.

3. Property Subject To This Declaration

- a. Property Subjected To This Declaration. The real property which is subject to the covenants and restrictions contained in this Declaration is the real property described in Exhibit "A."
- b. Other Property. Only the real property described in Section 2(a) is made subject to this Declaration. However, Declarant may subject additional property by recording one or more Supplemental Declarations.

4. Association Membership and Voting Rights

- a. Membership. Every Owner shall be deemed to have a membership in the Association. If a Lot is owned by more than one Person, there shall be only one (1) membership per Lot, and the votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.
- b. Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. The Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5. ~~Assessments~~

- a. Purpose of Agreement. The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board.

- b. Creation of the Lien and Personal Obligation for Assessments. Each Owner agrees to timely pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration. Each Owner also agrees to pay reasonable fines as may be imposed in accordance with the terms of this Declaration.
- c. Late Charges. All assessments, shall accrue late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), costs, including without limitation, reasonable attorney's fees actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.
- 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.
- e. Certificate of Payment. The Association shall, within five (5) business days after receiving a written request, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate shall be binding upon the Association as of the date of issuance. The Board shall have the right to impose a reasonable charge for providing this certificate.
- f. Annual Assessments. Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board. The Board may allow annual assessments to be paid periodic payments, and the Board shall have the right to accelerate any unpaid annual installments in the event an Owner is delinquent. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.
- g. Computation of Annual Assessments. The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve and amounts assessed against the Association by the Master Association and the Amenity Association. The Board shall cause the budget and the assessments to be mailed or delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. In the event the membership disapproves the proposed budget, or the Board fails to establish a budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year until changed by the Board. In the event the Board's budget is disallowed, the Board shall have the right to make a new budget retroactive to the start of the fiscal year.
- h. Special Assessments. In addition to the other assessments authorized by this Declaration, the Association may levy special assessments from time to time. Special Assessments must be approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments

shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

- paid in installments containing the following:
- i. **Lien for Assessment.** All sums assessed against any Lot, Owner or member pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association.
 - j. **Priority.** The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums unpaid on a first priority Mortgage or Deed to Secure Debt, or (c) a lien arising by virtue of any Mortgage in favor of Declarant which is duly recorded in the land records of the county where the Community is located. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the lien of the Association for assessments in existence at that time or which arise in the future.
 - k. **Effect of Nonpayment of Assessment.** Any assessments (or installments) which are not paid when due shall be delinquent. Any assessment (or installment) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by the Board. If the Assessment is not paid within thirty (30) days, a lien shall attach. The lien shall cover all assessments then due or which come due until the lien is canceled of record, and any other amounts provided in this Declaration or permitted by law. In the event that the assessment remains unpaid after thirty (30) days, the Association institute suit to collect such amounts and foreclose its lien. The Association shall have the right to foreclose its lien through any method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, convey the same.
 - l. **No Set Off or Deduction.** No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.
 - m. **Application of Payments.** All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.
 - n. **Date of Commencement of Assessments.** Assessments shall start on the first day of the month following the sale of the Lot to a Person. However, the sale of a Lot to a Person for the purpose of construction of a home and subsequent sale of that newly constructed home shall not cause assessments to commence. The first annual assessment shall be adjusted according to the number of days then remaining in that fiscal year.
 - o. **Specific Assessment.** The Board shall have the power to specifically assess pursuant to this Section as it shall deem appropriate, in its sole discretion. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority

EXHIBIT

5

SLOAN LAW FIRM
Post Office Box 85
SUMMERVILLE, SC 29484
843-873-7531 PH
843-873-7527 FAX
William H. Sloan, Jr.
whs@sloanlawfirm.net

January 4, 2016

Stephanie Trotter, Esq.
McCabe, Trotter and Beverly, PC
140 Stoneridge Drive, Suite 650
Columbia, SC 29210

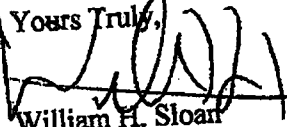
Re: Churchill Park vs. Nix
Case No. 14-CP-10-5407

Dear Stephanie:

Enclosed please find our answers to your Interrogatories in this case along with Exhibits and Support documentation. If you have any questions, please advise. Thank you.

SLOAN LAW FIRM

Yours Truly,


William H. Sloan

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	IN THE COURT OF EQUITY
	)	CASE NO. 14-CP-10-5407
CHURCHILL PARK,	)	
Plaintiff,	)	ALAN NIX'S
	)	ANSWERS FOR PLAINTIFF'S
ALAN G. NIX AND NORMA	)	INTERROGATORIES
J. NIX, Defendants.		

Comes now, Defendant Alan G. Nix, through his undersigned attorney to answer the Plaintiff's Interrogatories under the South Carolina Rules of Civil Procedure.

INTERROGATORIES

1. Give the names and addresses of persons known to the Defendant(s) or Counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

Answer: Defendant himself will testify. There are no recorded statements from the Defendant. Defendant will testify that the wrong party is the Plaintiff. Defendant will also testify as to his attempts to resolve this issue and pay the amount owed prior to this litigation.

2) All members, Board of Directors, Officers and Agents of the Churchill Park Homeowners Association, Inc. during the period 24 Jan 2000 to Present

3) All members, Board of Directors, Officers and Agents of Churchill Park during the period 31 Jul 2000 to Present

4) Sheri Cothran, Collections Manager, Southern Community Services

5) ~~Anita Matthews, HOA Foreclosure Paralegal, McCabe, Trotter & Beverly, PC~~

6) Steve Wagner, Vice President of Operations, Southern Community Services

7) Mike Hurd, Park West Community Association Manager, Churchill Park HOA Manager

8) Shannon (Last Name unknown), SCS receptionist at Park West June 27, 2014

9) Rick Riccoboni, Registered Agent of Churchill Park, Officer of LPPM, Inc. (2015)

10) All members, Board of Directors, Officers and Agents of Park West Master Association, during the period 10 Nov 1997 to Present

11) Jessica Turner, Park West Master Association, Association Manager, Southern Community Services

12) Jennifer Cook, Southern Community Services

13) All members, Board of Directors, Officers and Agents of Southern Community Services, Inc., during the period 29 Nov 2000 to Present

14) Larry Riddlehoover, President, Southern Community Services / Agent, Churchill Park Homeowners Association, Inc. / Agent, Park West Master Association, Inc.

15) Stephanie Trotter, Principal in McCabe, Trotter & Beverly, PC, Notary and Witness

16) Kevin Steelman, President and Chief Executive of Landtech Inc. of South Carolina, ...

17) Rick Cumberland, Vice President, LPPM, Inc.

18) Henry B. Munn, Vice President of Southern Community Services, Inc., Registered Agent of Southern Community Services, LLC.

No written or recorded statements have been taken from the witnesses listed.

2. For each person known to the Defendant(s) or Counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the Plaintiff of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

Answer: Defendant will testify as to his attempts to resolve this matter prior to litigation. Defendant will testify that the wrong party is foreclosing.

2) All members, Board of Directors, Officer and Agents of the Churchill Park Homeowners Association, Inc., during the period 24 Jan 2000 to Present (Exhibit A, AC, AD, AE, AH, AJ, AL, AR, AS, AT, AU)

3) All members, Board of Directors, Officers and Agents of Churchill Park, not individually named, during the period 31 Jul 2003 to Present (Exhibit B, AC, AD, AE, AH,

AJ, AL, AR, AS, AT, AU)

4) Sheri Cothran, (Exhibit C, D, H, Q, U, X, AF, AI, AJ, AL, AR, AS, AT, AU)

5) Anita Matthews, (Exhibit D, L, Q, X, AF, AG, AJ, AK, AL, AR, AS, AT, AU)

6) Steve Wagner, (Exhibit E, H, AC, AF, AH, AJ, AL, AR, AS, AT, AU)

7) Mike Hurd, (Exhibit G, H, I, Q, X, AC, AD, AG, AH, AJ, AL, AQ, AR, AS, AT,

AU)

8) Shannon (Exhibit J, K, Q, X, AR, AS, AT, AU)

9) Rick Riccoboni, (Exhibit AA, AC, AD, AH, AJ, AL, AO, AP, AQ, AR, AS, AT,

AU)

10) All members, Board of Directors, Officers and Agents of Park West Master Association, during the period 10 Nov 1997 to Present (Exhibit AC, AF, AG, AH, AJ, AL, AR, AS, AT, AU)

11) Jessica Turner, (Exhibit AF, AH, AJ, AL, AR, AS, AT, AU)

12) Jennifer Cook, (Exhibit AI)

13) All members, Board of Directors, Officers and Agents of Southern Community Services, Inc., during the period 29 Nov 2000 to Present (Exhibit AC, AF, AG, AH, AJ, AL, AR, AS, AT, AU)

14) Larry Riddlehoover, (Exhibit AJ, AL, AR, AS, AT, AU)

15) Stephanie Trotter, (Exhibit AJ)

16) Kevin Steelman, (Exhibit AP, AQ, AR, AS, AT, AU)

17) Rick Cumberland, Vice President, LPPM, Inc. (Exhibit AB, AG, AJ, AH

18) Henry B. Munn, Vice President of Southern Community Services, Inc., Registered Agent

of Southern Community Services, LLC

3. Set forth a list of any written or recorded statements, photographs, drawings, recordings, or other documents that relate to the claims or defenses in this case and indicate who has possession of such documents. (This request includes any pleadings or discovery responses in this case which have not already been served upon the undersigned, and any settlement agreements, indemnity agreements, contracts, applicable insurance policies and other relevant documents.)

Answer: None at this time.

4. Please identify all expert witness(es) you propose to use in this case, and please set forth for each:

- A.) expert's area of expertise and expected testimony;
- B.) the basis of the expert's opinion;
- C.) information, observations, tests and/or research conducted by the expert;
- D.) tests, studies, treatises upon which the expert will rely and/or finds authoritative; and
- E.) fee schedule for expert.

Answer: None at this time. Defendant reserves the right to utilize any expert witnesses utilized during the South Carolina Legislative hearings on H3248, 4208, and 860, or as otherwise may be identified during preparations for trial.

5. Identify all documents or other materials supplied by you to, or received from, any expert witness listed by you in answer to any of the Interrogatories.

Answer: None at this time. Defendant reserves the right to utilize any material an expert witnesses references during the South Carolina Legislative hearings on H3248, 4208, and 860 or as otherwise may be identified during preparations for trial.

6. Identify all facts and evidence supporting or relating to each of the defenses set

forth in your Answer as well as any claim or allegation set forth in any other pleading by you.

Answer: Plaintiff has failed to mitigate their damages by not accepting the payments tendered to them by Defendant. The Plaintiff has assigned their rights to foreclose to Park West Master Association, Inc. by document recorded at the RMC Office for Charleston County on Book 326, Page 993.

7. Provide an explanation for any defenses that you assert as grounds for not paying any assessment, charges or costs.

Answer: Plaintiff has harmed themselves with unclean hands by not accepting payment tendered by the Defendant for the principal amount owed at the time of this lawsuit. Also, please see answers to previous items above.

8. Provide an explanation for any defenses that you assert as grounds for a setoff against any assessments, charges or costs.

Answer: There is no basis for a setoff. The basis for the defenses are outlined in the above items.

9. If you assert that the governing documents are not applicable or controlling, provide an explanation for this assertion.

Answer: Defendant asserts the documents are controlling. Defendant asserts that the Plaintiff are not properly using the controlling documents by foreclosing in their name when they have assigned rights to do so in favor of Park West Master Association, Inc. as mentioned above.

10. Provide a detailed explanation for why you have not paid the assessments, charges and costs sought by plaintiff.

Answer:

1. Please reference Exhibit AK. This letter was mailed, certified, to Plaintiff's attorney as allotted for in Exhibit AV.
2. As documented in Exhibit AV_1, Ms. Trotter called me to discuss Exhibit AK on 12 July 2013. The outline of that discussion is documented in Exhibit B. Please note Ms. Trotter's recollection of the phone conversations between she

and I documented by her in Exhibit F_3. Please note my cell phone records in Exhibit X.

3. Once Ms. Trotter did not provide the documentation she stated she would provide during the phone call at 1610 on 12 July 2013, I sent her the fax with payment authorization as depicted in Exhibit U. I specifically did not include in that payment authorization the attorney's fees sought until Ms. Trotter provided proper explanation for the costs being sought, as she said she would do on 12 July 2013. Please note Exhibit V where Ms. Trotter replied to my payment authorization with a denial, citing she could not accept partial payment.
4. Please reference Exhibit A. In response to Exhibit A, I sent, to the required address, Exhibit B via certified mail. Additionally, I notified Ms. Cothran, via email (Exhibit C), of the certified letter being sent to Southern Community Services as requested in Exhibit A. In response to Exhibit C, I received an email (Exhibit D) from Ms Matthews of McCabe, Trotter, and Beverly, PC carbon copying Ms. Cothran. Please note in Exhibit D_1, Ms. Matthews recognizes the check in the amount of \$1137.03 being sent to Southern Community Services address cited in Exhibits A and C, also the same as the Registered Agent of Southern Community Services, LLC, and also notes this amount will be credited to my account leaving a balance of \$492.62. Southern Community Services, LLC never accepted the registered letter requested in Exhibit A and sent and notified as documented in Exhibits B and C. Please see Exhibit X for the registered letter delivery.
5. After waiting for more than a month for the registered letter to be retrieved by Southern Community Services at the Mount Pleasant, SC post office, I send a registered letter to Steve Wagner, Vice President of Operations at the companies office in Columbia, SC making him aware of the situation and

asking him, as an Officer of Southern Community Services, to ensure the registered letter was retrieved from the Mount Pleasant, SC Post Office in a timely manner. In response to the registered letter, I received the email as documented in Exhibit F. Please note, she does not reference the certified letter with payment of \$1137.03 or an explanation for the lack of it being accepted by Southern Community Services at their Mount Pleasant, SC location.

6. Given Ms. Trotter's and Southern Community Services lack of response to multiple efforts to pay my Churchill Park HOA charges, I hand delivered a copy of Exhibit G to Mike Hurd at the 28 June 2014 Churchill Park HOA Board of Directors Annual meeting. Mr. Hurd said that type of customer service was not acceptable and he would dig into the situation first thing Monday morning, 30 June 2014. When I arrived at SCS Mount Pleasant, I had to wait more than 30 minutes for Mr. Hurd to accept my visit. When he did finally come into the lobby area of the SCS office, he had a copy of Exhibit H with him. He said at that point, he could not speak with me and SCS did not have any comment on why they did not accept the certified letter with payment. While waiting on Mr. Hurd, I attempted to pay my 2014 Park West Master dues to the receptionist. Please see Exhibits I and K. Please note on Exhibit H Mr. Hurd's documentation (and initials) that the Park West Master payment must be made to the attorney. The receptionist, Shannon, provided me a copy of the McCabe Trotter business card (Exhibit J) and wrote Ms. Cothran's email account on it for me to contact her on for an explanation as she was out of the office.
7. After receiving the Lis Pendens and Foreclosure notices from Ms. Trotter, attorney for Churchill Park, and after discussing the situation with an attorney, I mailed a letter (Exhibit M) to McCabe Trotter paying the amount

documented in the Foreclosure suit (Exhibit M_1). I also replied to Ms. Matthews' email from 7 May 2014 (Exhibit L), in which she carbon copied Ms. Cothran of SCS, and also stated she, on behalf of McCabe Trotter and SCS, would apply the payment of \$1137.03 to my account, which never occurred despite many efforts on my behalf to escalate the issue with SCS. In response to Exhibit M being received by Ms. Trotter, I received Exhibit N from Ms. Trotter on 30 October rejecting payment on the grounds the actual amount required to settle the account at that time was \$3422.75.

8. In response to receiving Exhibit N from Ms. Trotter, I crossed out Item 4 from Exhibit N, included some clarifying language at the top of Exhibit N, and sent Exhibit O back to Ms. Trotter (via certified letter) with check 237 in the amount of \$1042.46. Ms. Trotter also rejected Exhibit O on 3 Nov 2014 but did verify the debt amount (in McCabe Trotter's preferred debt verification process) as now being \$3564.96. In rejecting Exhibit O, Ms. Trotter now relies on a new rationale objecting to Items One, Two, and Three of Exhibit O, whereas previously she only cited objections to Item Four. Ms. Trotter did note that she could now accept partial payments, if no limitations, conditions, or other stipulations were included with the payment. Given this new policy change from 30 July 2013 (Exhibit V), I resubmitted Exhibit U with updated credit card information on 17 Nov 2014. See Exhibit S. When the authorized credit card payment was not processed by 5 Dec 2014, as well as no response from Ms. Trotter via email or US Postal service, I sent Exhibit T to Ms. Trotter via certified mail. Ms. Trotter has never responded to that certified letter, a very similar situation as was experienced with SCS with Exhibit B.
9. While waiting on Ms. Trotter to process the revised version of Exhibit U, resubmitted 17 Nov 2014, I did as Mr. Hurd had directed on 30 June 2014,

Exhibit H, and sent my 2014 Park West Master Association, Inc dues to Ms. Trotter ("the attorney") via certified letter (Exhibit Q). Ms. Trotter did reply to this notice with Exhibit R on 21 Nov 2014.

10. I submitted payment for the 2015 Churchill Park fees via certified letter to Churchill Park at Park West Association, Inc on 31 March 2015. (Exhibit AA). Payment was rejected by LPPM, Inc, via McCabe, Trotter & Beverly PC. Exhibit AC. Please note that after almost two years of formal dialog related to this matter, this is the first example where Mr. Trotter cites that Park West Master Association and Churchill Park "have 2 distinct boards and are managed by 2 distinct management companies".

11. Identify all documents, including, but not limited to, statements, correspondence, financial records, contracts, invoices, ledgers, checks, and notes of conversations, supporting or related to any facts, claim, or defense raised by any party to this action or evidencing or memorializing conversations regarding the same.

Answer: Please see enclosed, "Assignment of Lien and Foreclosure Rights."

2. At the conclusion of the Churchill Park HOA meeting on 8 February 2015, the Saturday before the hearing was set to request a dismissal of the case based on Insufficiency of Process, Mr. Riccoboni approached me and said the Board of Directors would like to offer to drop the late fees and interest from my account if I would be willing to pay the annual dues that had not been paid for 2013 and 2014. I expressed a general gratitude for the offer but noted I would require all attorney's fees for the Plaintiff to also be dropped as well as reasonable reimbursement for the attorney's fees I had paid to date to defend myself against a malicious foreclosure suit. Mr. Riccoboni said that was not possible, and likened the attorney's to vultures that once they are latched onto you they just won't let go. My response to that was that I could not accept that offer and that I had not, without thought, decided to defend myself against a malicious misuse of the SC Nonprofit Act in the first place. At that point, I handed Mr. Riccoboni Exhibit AD and told him he had other issues to worry about as well. I

offered, and he accepted, me to provide him with a copy of the documents I had collected at that point for reference. I assumed his interest in this was well founded, especially since he and his partner had discussed the possibility of Park West Master Association not holding up to a legal review as a qualified Nonprofit entity if challenged in court. The primary reason cited was that it is organized as a mutual benefit entity but ironically has no members. I delivered the documents to Mr. Riccoboni's PO Box on 10 February 2015. Note Exhibit AO.

3. On 22 Sept 2015 at approximately 1030, Stephen Sumner, President of the Churchill Park, Inc, drove to the front of my house and engaged in a discussion with my wife who was in the front yard at the time. Key points made during that conversation by Mr. Sumner: 1) We (Norma and I) are the last house in the neighborhood to still be in litigation. He specifically called out how ruthless the attorney's were with a lady at the front of the neighborhood who had cancer and couldn't pay all of the charges, etc. (I believe this person is Tina Medina, 2014-CP-10-05840). He called the law that was being used "legalized highway robbery, and said that was the reason the BOD had replace SCS with LPPM. He reiterated to Norma that the house was in foreclosure and we could lose it, why didn't just pay it off, it is only \$1100. He then asked Norma if she were still mad at him. She said she wasn't mad at him but still quite appalled that his young son had pictures of our house on his tablet. He apologized for taking the pictures and explained that he only took them because a bank was at the house looking at it since it was in foreclosure and that the pictures only wound up on his son's tablet because of how he had all of his families devices connected. At that point she said the only thing she was still looking for resolution to was the police report she had filed (Exhibit AD), that she trusted Alan to handle the rest. Stephen responded with he had heard several different versions of what had occurred with respect to Exhibit AD and then drove away rather abruptly.

4. On 3 Jan 2016, I (Alan) approached Stephen in the cul-de-sac between our homes to ask if he were still on the BOD. He said he was and asked why I asked. I said I didn't understand something and wondered if he could assist. I asked him if he knew the difference between

Churchill Park and Churchill Park Homeowners Association. He said they were one in the same. The Homeowner Association had members and a Board and they hire a management group to manage it. I verified that in his understanding Churchill Park and Churchill Park HOA were not two separate entities and he confirmed they were the same entity.

12. Identify all assets belonging to you of any kind, its current location, and the amount of any encumbrance.

Answer: Objection, irrelevant and unduly burdensome.

13. Set forth a detailed list of all payments made by you, or on your behalf, to any party in this matter. Include in this list:

- a. Amount of each payment;
- b. Number of each check used to make payment;
- c. Bank and account number on which each check was drawn;
- d. Address where each check was mailed;
- e. Invoice number allegedly being paid;
- f. any receipts from Plaintiff for any payments allegedly made; and
- g. copies of canceled checks written by you to Plaintiff showing the checks were negotiated.

Objection, unduly burdensome and irrelevant to this case.

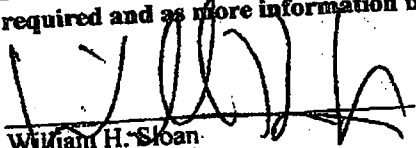
14. Set forth a list of any and all of your bank accounts, including the name of the institution, the type of account, and account numbers from 2006 to present.

Answer: Objection, irrelevant and unduly burdensome

15. Is your response to each Request for Admission an unqualified admission? If not, for each response that is not an unqualified admission, please: a) state the specific number of the request; b) state all facts upon which you base your response; c) state the name, address, and telephone number of each person who has knowledge of those facts; and d) identify all documents and other tangible things that support your response and state the name, address, and telephone number of the person who has each document.

Answer: With regards to the Requests for Admission Nos. 4-6, the Defendant states that the Plaintiff lacks the standing to bring this action. As support of same, Defendant craves reference to the "Assignment of Lien and Foreclosure Rights" mentioned in a previous item and enclosed with these responses.

Defendant understands that he is under a duty to supplement these items and will do so as required and as more information becomes available to him and his attorney.


William H. Sloan
Sloan Law Firm, PA
Post Office Box 85
Summerville, SC 29484
843-873-7531
Fax 843-873-7527
January 4, 2016

EXHIBIT

6

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
Shareholder

Stephanie.Trotter@mccabetrotter.com

April 27, 2015

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

**RE: Churchill Park
Alan G. Nix and Norma J. Nix
1401 Densmore Circle
File Number: 017990/00010**

Dear William H Sloan, Esq.:

Enclosed please find your client's check #184 and the accompanying correspondence. I am returning this check because the Association is unable to accept with the conditions imposed by Mr. Nix. Please ask your client to send all correspondence through my office going forward.

Additionally, please note that his account with Park West Master Association is completely separate from his account with Churchill Park. The two associations have 2 distinct boards and are managed by 2 distinct management companies. His attempt to impose certain conditions on Churchill Park related to actions by Park West Master is completely inappropriate.

Please contact me at 803-724-5008 if you wish to discuss this matter further.

Yours very truly,
Stephanie C. Trotter

SCT/

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

ALAN G. NIX
301 DE SMOORE CIRCLE
MOUNTAIN, ASANT, SC 29566-0040

319
68-74872290

1 MAY 2016
DATE

PAY TO THE ORDER OF CHERRY HILL PARK HOMES ASSOCIATION \$ 279.00
Three hundred seventy nine & no/100 DOLLARS

NAVY FEDERAL CREDIT UNION

FOR ACT # 17341 DUES Al G. Nix

⑆256074974⑆0319⑆7011936866⑆001⑆

ALAN G. NIX
301 DENSMORE CIRCLE
MOUNTAIN, ST PLEASANT, SC 29566-0040

184
68-74872290

2 FEB 2015
DATE

PAY TO THE ORDER OF CHERRY HILL PARK AT PARKQUEST \$ 279.00
Three hundred seventy nine & no/100 DOLLARS

NAVY FEDERAL CREDIT UNION

FOR ACT # 17341 Al G. Nix

⑆256074974⑆0184⑆7011936866⑆001⑆

31 March 2015

Churchill Park at Park West Association, Inc.
c/o Licensed Professional Property Management
1121 Park West Blvd., Suite B #171
Mount Pleasant, SC 29466

Alan Nix
1401 Densmore Circle
Mount Pleasant, SC 29466

Re: 1401 Densmore Circle, Acct Number: 17341

Mr. Riccoboni,

Please find enclosed check number 184 in the amount of \$279.00 for my 2015 Churchill Park HOA dues.

Please provide a detailed breakdown of the remaining \$1289.19 sought in addition to this year's HOA dues referenced in the invoice from your firm dated 15 Dec 2014 no later than 6 April 2015.

LPPM is authorized to process this payment on behalf of Churchill Park once the following criteria have been met.

1. A copy of the 28 June 2014 HOA meeting minutes to include member sign in sheet.
2. A copy of the Architecture request and the approval document made by the Churchill Park HOA Architecture Review Board to modify the last panel of my fence nearest 1096 Willoughby and Laurel Hill Plantation in July 2014.
3. The processed payment tendered to Ms. Trotter of McCabe, Trotter & Beverly for my 2013 Churchill Park HOA dues which was sent via fax on 26 July 2013 and 17 November 2014 and then mailed to Ms. Trotter via registered mail on 5 December 2014.
4. A copy of the original 2014 Churchill Park HOA dues invoice
5. Written explanation as to why the Churchill Park HOA Board of Directors refused receipt of the certified letter dated 30 April 2014, which included a check in the amount of \$1137.03, for required assessments related to the property described in Exhibit A of Civil Action 2014-CP-10-05-0407, and delivered to the required address (Churchill Park c/o SCS, 33001 Salterback Street, Suite 201, Mount Pleasant, SC 29466) via U.S. Postal Service on 5 May 2014.
6. An invoice from Southern Community Services for my 2015 Park West Master Association dues which has not been received as of the date of this letter.
7. A processed payment by Southern Community Services for my 2015 Park West Master Association dues. I will provide payment via certified mail within 10 business day of receipt of the associated invoice.

Associated attachments for the above criteria are attached to this letter and check number 184.

Best Regards,


Alan Nix

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

ALAN G. NIX
1401 DENSMORE CIRCLE
MOUNT PLEASANT, SC 29566-0040

184
88-78372500

2 FEB 2015 Date

PAY TO THE ORDER OF CORRELL PARK AT PARKWEST \$ 279.00

Two hundred seventy nine and no/100 DOLLARS

NAVY FEDERAL CREDIT UNION

2015 Dec - Aug 17341

000074974001840011936866001

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
Shareholder

Stephanie.Trotter@mccabetrotter.com

April 27, 2015

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

RE: **Churchill Park**
Alan G. Nix and Norma J. Nix
1401 Densmore Circle
File Number: 017990/00010

Dear William H Sloan, Esq.:

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Additionally, please note that his account with Park West Master Association is completely separate from his account with Churchill Park. The two associations have 2 distinct boards and are managed by 2 distinct management companies. His attempt to impose certain conditions on Churchill Park related to actions by Park West Master is completely inappropriate.

Please contact me at 803-724-5008 if you wish to discuss this matter further.

Yours very truly,
Stephanie C. Trotter

SCT/

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INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

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
Shareholder

Stephanie.Trotter@mccabetrotter.com

May 26, 2016

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

RE: **Churchill Park**
Alan G. Nix and Norma J. Nix
1401 Densmore Circle
File Number: 017990/00010

Dear William H Sloan, Esq.:

Enclosed please find your client's check #319. It is being returned to you because the memo line indicates that you intend for this payment to be applied to 2016 Dues. We are unable to accept the check with these limitations. Specifically, payments must be applied in the following order:

1. Attorney's Fees and Costs
2. Late Fees and Interest
3. Non-Compliance Assessments
4. Special Assessments
5. Regular Assessments.

You may contact our office at 803-724-5002 if you wish to discuss this matter further.

Yours very truly,
Stephanie C. Trotter

SCT/

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

EXHIBIT

7

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

FORM 4

JUDGMENT IN A CIVIL CASE

FILED

CASE NO. 2016CP-10-5407

Churchill Paule

2016 MAR 23 PM 1:48

Nix

PLAINTIFF(S)

JULIE J. ARMSTRONG
CLERK OF COURT

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☒ ACTION STRICKEN (CHECK REASON): ☒ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

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

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

3062
Judge Code

3/21/16
Date

EXHIBIT

8

**GOLD CROWN
MANAGEMENT, INC.**
AAMC.

1240 Winozing Way, Suite 102
Mt. Pleasant, SC 29466
Office (843) 225-2581 - Fax (843) 737-0811

December 30, 2016

Dear Owners of Churchill Park Homeowners Association,

Happy New Year 2017!

Your Board of Directors has selected Gold Crown Management, Inc. to manage your community as of January 1, 2017. We are a South Carolina community management company in business since 1992. *Our office is conveniently located at 1240 Winozing Way, Suite 102 in Mt. Pleasant, just a few minutes from Churchill Park.*

Jerry Watson, the Regional VP for Gold Crown Management, and I, as your Community Manager, attended the December 2016 meeting of your Board of Directors. It was our pleasure to meet your Board and we look forward to meeting each of you in 2017.

Your Gold Crown Contacts:

• **Email and Phone Contact Information:**

Marie Barnett, Community Mgt. marie.barnett@gold-crown.com 843-225-2581
Erica Rowe, Community Admin. erica.rowe@gold-crown.com 843-751-4027
Fax (843) 737-0811

- **Mailing address, unless specified differently i.e. for Assessment Payments, is Churchill Park Homeowners Association, Inc., c/o Gold Crown Management, Inc., 1240 Winozing Way, Suite 102, Mt. Pleasant, SC 29466**

Gold Crown Management, Inc. (GCM) only handles association management for Homeowner Associations. We do not manage rental properties. GCM manages other

How do we handle assessment payments?

GCM follows assessment notification and collection procedures as described in your CC&R's. The collection of assessments process is as follows: after the initial assessment payment period, we send a friendly reminder to any homeowner that has failed to pay their assessment. If the assessment is still unpaid after the friendly reminder, GCM will send a certified "intent to lien" letter. The resident is charged an additional fee and notified that unless payment is received by a specific date, a lien will be placed on the home. Then, if all outstanding assessments and lien fees are then still not paid, no additional notices will be mailed to you by Gold Crown Management. Your account will be turned over to the Association's attorney for collection.

What's next?

The transition to Gold Crown Management should be seamless and you will notice the first changes immediately via eblasts, the receipt of your 2017 Assessment payment information, notifications regarding the 2017 Annual Meeting to be held in April, and other general eblasts. You should contact us at once in writing if you have an outstanding balance on your account or if you are involved in any litigation with the Association or if there is an unresolved covenant violation.

Managing your community is a passion for all of us at Gold Crown Management. Deed-restricted neighborhoods, such as Churchill Park, by their nature were created to provide consistency of living for residents by using well-thought out rules and covenants. When you chose to live in Churchill Park, you made a great decision. We promise to work very hard to keep your community, the community it was designed to be! We want you and your family to enjoy an environment where your home will remain a secure asset and a great place to raise a family.

Thank you for allowing us to serve you. Please, never hesitate to contact our office. We will manage your neighborhood, as though we personally live there!

Happy New Year!

Gold Crown Management Inc.
Marie Barnett, Community Manager for Churchill Park
marie.barnett@gold-crown.com
(843) 225-2581 Office

Churchill Park Homeowners Association, Inc.

c/o Gold Crown Management, Inc.
1240 Winnowing Way, Suite 102, Mount Pleasant, SC 29466
(Phone) 843-225-2581 (Fax) 843-737-0811 (Email) marie.barnett@gold-crown.com

HOMEOWNER INFORMATION UPDATE FORM

Please take a few moments to complete this form. This information is for the use of the Churchill Park Homeowners Association only and will not be sold or otherwise distributed. In order to save on postage and mailing costs normally charged to the HOA, many notices to Churchill Park owners and residents will be sent via email.

DATE: _____ LOT # (if known) _____

OWNER NAME(s): _____

SITE ADDRESS: _____

MAILING ADDRESS: _____
(If different from the address above)

TELEPHONE #(s): _____
(Please provide & specify as home, cell or work numbers)

EMAIL ADDRESS(es): _____
(Please print clearly)

If you rent/lease your home or have tenants in your home, it is important that the HOA be able to communicate with them and include them as part of your community. Please indicate your tenant's or other resident's contact information below. Note: Per the Churchill Park recorded CCRs, Section 7. Use Restrictions and Rules, (xi) Leasing. Please forward a copy of the fully executed lease with the return of your completed Information Form.

TENANT NAME(s): _____

TELEPHONE #(s): _____
(Please specify as home, cell or work number)

EMAIL ADDRESS(es): _____

Thank you for taking the time to provide us with this important information by return email/scan or USPS. If you have any questions regarding this form or other matters concerning Churchill Park Homeowners Association, please contact Gold Crown Management, Inc. at (843) 225-2581 or via email at marie.barnett@gold-crown.com

Churchill Park 01.01.2017



Churchill Park Homeowners Association, Inc.

Payment Options for Homeowners

Option 1	Option 2	Option 3
Mail your check to the following addresses: Churchill Park Homeowners Association, Inc. c/o Gold Crown Management 1805 Oak Street Myrtle Beach, SC 29577	Owners may set up an automatic check hold (ACH) through Gold Crown Management. Resident would complete and return the enclosed form with a voided check attached to the form.	Set up an account directly with Mutual of Omaha Bank- go to www.mutualofomahabank.com With this option the resident may pay by e-check or credit card. There is a fee associated with either option.

Be sure all checks are made payable to your association, "Churchill Park Homeowners Association, Inc."
Call our office if you need further assistance (843) 225-2581.

ON-LINE PAYMENTS

Go to www.mutualofomahabank.com

Click "Make a payment"

Pay HOA Assessment Press [GO]

At middle of page:

You will then need to Register – using the following information to Register your property:

Management ID# - 4519
Community ID: CPW
Property #: Is your lot number

NOTE: to request your lot #, call Marie Barnett (843) 225-2581 or email marie.barnett@gold-crown.com and she will provide you with your lot number.

DIRECT DRAFT FORM

Churchill Park
Community Assoc.

Account #/Lot #/Unit #

Name

Name

Property Address

City/State/Zip

Daytime Phone Number

Bank Name

Check one:

- ☐ Checking Account
- ☐ Savings Account

**ATTACH VOIDED CHECK
(NO DEPOSIT SLIPS) WITH
THIS AGREEMENT AND
MAIL TO:**

Gold Crown Management
1605 N Oak St.
Myrtle Beach SC 29577

This authority is granted in accordance with the terms and conditions of the manager. Preauthorized Electronic Assessment Payment Service Agreement & Disclosure Statement serves as the receipt of which I hereby acknowledge. This authority is to remain in full force and effect until the manager has received written notification from me of its termination in such manner as to afford the manager a reasonable opportunity to act on it.

Signature / Date

Signature / Date

If your dues are:	Draft Date
Monthly	N/A
Quarterly	N/A
Semi Annual	N/A
Annual	April 15

"If your draft date falls on a weekend, the dues will be drafted on the next business day."

Please retain for your records:

Preauthorized Electronic Assessment Payment Service Agreement and Disclosure

Preauthorized charges to your account will be processed, when due, for the amount of your regular assessment payment. Payments so collected will be deposited to the checking/savings account of your Association, maintained with Community Association Bank.

There may be changes to the assessment amounts and/or due dates in accordance with the Association's governing documents and applicable statutes including notification requirements of the ACH (Automated Clearing House) rules.

We reserve the right to make changes in the agreement at any time. We may cancel Preauthorized Electronic Assessment Payments at any time without cause and you can terminate this agreement at any time by giving sufficient written notice.

NOTE:

If the dues increase or decrease, the new amount will be updated automatically.

Payment Electronic Assessment Payments

WHAT:

Gold Crown Management, Inc. through Community Association Bank offers association homeowners an opportunity to pay their regular association assessments using automated electronic payments. Preauthorized electronic payments mean that homeowners can pay their assessments automatically without writing checks, thus eliminating the potential for late payments. In addition, the association is assured prompt, predictable payments to help better manage funds. This program is available to all homeowners regardless of where they bank.

HOW:

The preauthorized electronic assessment payment service uses the Federal Reserve System's Automated Clearing House (ACH) to facilitate electronic transfers from homeowner's checking/savings accounts directly into the association's bank account. Information regarding payments is reported to the association's management company on the same day funds are deposited to the association's account.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 843-445-6007

CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC.
ARB Submission and Request for Review for all Modifications

Lot#: _____ Phone #: _____ Email: _____
Property Address: _____
Owner(s): _____
Describe Project: *(attach additional sheets as necessary)*

Requested Start Date: _____ Completion Date: _____ *(required within 90 days of ARB approval)*
Date: _____
(Signature of owner required above)

Per the Declaration of Covenants, Conditions and Restrictions, and the Architectural Review Board Guidelines of the Churchill Park Homeowners Association,

Please submit the following information with this completed request for review form and \$250 deposit check to Gold Crown Management:

1. Plat (site plan) showing location of project (fence, deck, shingle/roof repairs, etc.) with house, roof, driveway, property lines, easements and setbacks.
2. Color samples, material specs and web sites for reference (if applicable) by the ARB Committee
3. Contractor's proposal; copy of building permit if required
4. Color photos / brochures, detailed drawing etc. illustrating project with dimensions of structure and materials to be used
5. "Before construction" photos of the area to be modified

Emails with clear color scans and color photos attached are the preferred ARB submission method; you can also mail your ARB submission package to the address below. Please do not fax your submittal application.

DEPOSIT INFORMATION

\$250 refundable deposit (payable to Churchill Park HOA) is required with all requests, to be held until project completion. Projects must be completed within 90 days of ARB approval. Extensions must be approved if project cannot be completed within the allotted time or deposit may be forfeited. Upon owner request for final inspection the full deposit will be returned providing project is completed in full compliance with the approved submittal. If project does not comply with approved submittal, the ARB will take the necessary steps for compliance, deposit is subject to forfeiture and owner fines may be assessed.

ARB COMMITTEE DETERMINATION

The ARB Committee will make a determination on each request within 30 days after receipt of the completed application, deposit check with all required information. Gold Crown Management (GCM) will notify the applicant in writing of the ARB Committee's decision. Please do not begin your modification project before receiving written notification from GCM. ***If you believe your ARB request is an emergency and requires expedited handling/review, please include this request with your submission.*** If you have questions, contact your Community Manager, Marie Barnett at the number below or via email marie.barnett@gold-crown.com

Gold Crown Management, Inc.
Attn: Churchill Park Homeowners Association, Inc.
1240 Winnowing Way, Suite 102
Mt. Pleasant, SC 29466
Office (843) 225-2581 ~ Fax (843) 737-0811
www.gold-crown.com

Churchill Park ARB 01.01.2017

**GOLD CROWN
MANAGEMENT, INC.**

AAMC.

1240 Winnowing Way, Suite 102
Mt. Pleasant, SC 29466
Office (843) 225-2581 ~ Fax (843) 737-0811

December 30, 2016

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Jerry Watson, the Regional VP for Gold Crown Management, and I, as your Community Manager, attended the December 2016 meeting of your Board of Directors. It was our pleasure to meet your Board and we look forward to meeting each of you in 2017.

Your Gold Crown Contacts:

• **Email and Phone Contact Information:**

Marie Barnett, Community Mgr. marie.barnett@gold-crown.com 843-225-2581
Erica Rowe, Community Admin. erica.rowe@gold-crown.com 843-751-4027
Fax (843) 737-0811

- **Mailing address, unless specified differently i.e. for Assessment Payments, is Churchill Park Homeowners Association, Inc., c/o Gold Crown Management, Inc. 1240 Winnowing Way, Suite 102, Mt. Pleasant, SC 29466**

Gold Crown Management, Inc. (GCM) only handles association management for Homeowner Associations. We do not manage rental properties. GCM manages other

EXHIBIT

9

Alan G. Nix

From: Alan G. Nix <alan.g.nix@gmail.com>
Sent: Thursday, February 16, 2017 1:52 PM
To: scdca@sccconsumer.gov
Cc: 'Alan G. Nix'
Subject: Form Returned: SCDCA Scam Report Form-Edited-08182016v1.pdf
Attachments: SCDCA Scam Report Form-Edited-08182016v1.pdf; Churchill Park at Park West.PDF

Form Returned: SCDCA Scam Report Form-Edited-08182016v1.pdf

The attached file is the filled-out form. Please open it to review the data.

The attached correspondence is the essence of the concern.

The company "Churchill Park at Park West Association, Inc." is not listed with either the SC Secretary of State nor the SC Department of Revenue.

Richard Riccoboni, the President of LPPM, Inc., has refused multiple times, both in person and via email, to validate the legitimate existence of this company he is billing on behalf of. I have specifically asked for the state of incorporation multiple times and he has refused to provide that information. I can provide those emails and the date of a public question of this nature with witnesses. Date: 23 April 2016.

Please note I am also providing this information to the SC Secretary of State and the SC Attorney General via USPS.

Thank you for your assistance. I would appreciate a response via email to verify receipt of this email / concern and if a case number is assigned to it, please include in your receipt verification email response. I will use that number to provide email correspondence between myself and Mr. Riccoboni as additional information.

Additionally, I would appreciate it you would ensure this case / incident is brought to the attention of Ms. Martha Phillips and have her contact me at her earliest convenience, as I expect this matter to be related to another of which I would like to discuss directly with Ms. Phillips.

Best regards,
Alan Nix

1401 Densmore Circle
Mount Pleasant, SC 29466

SCAM REPORT INSTRUCTIONS

*We are pleased to make the
SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS
Scam Report Form available to you online.*

Many scam artists solicit across state and national borders, making it difficult to trace or prosecute the perpetrator(s). The information you provide keeps us up to date on what scams are out there, so we can alert and educate the public to deter them from falling victim to fraudsters. *We may use the information in our:*

**PRESS RELEASES
EDUCATIONAL BROCHURES
PRESENTATIONS**

Thank you for informing us about this suspected scam.

WHEN FILLING OUT THE FORM, PLEASE BE SURE TO INCLUDE AS MUCH INFORMATION AS POSSIBLE. THE DEPARTMENT IS ALSO INTERESTED IN SEEING ANY DOCUMENTS PERTAINING TO YOUR SCAM REPORT. FEEL FREE TO E-MAIL, FAX OR MAIL ANY SUPPORTING DOCUMENTS TO US.

When sending correspondence separate from the report, please be sure to indicate your name, report file date and a short description of the scam.

If your supporting documentation contains sensitive information such as social security or bank account numbers, please redact them.

**THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT MAY REQUIRE THE
DEPARTMENT OF CONSUMER AFFAIRS TO RELEASE A COPY OF YOUR
REPORT AS A MATTER OF PUBLIC RECORD.**

Mailing Address:

South Carolina Department of Consumer Affairs
ATTN: Identity Theft Unit
2221 Devine Street, Suite 200
Post Office Box 5757
Columbia, SC 29250-5757

Telephone Contact Information:

South Carolina Department of Consumer Affairs
Phone: (803) 734-4200
Fax: (803) 734-4229
1-800-922-1594 (Toll free within S.C.)

E-mail:

scdca@scconsumer.gov





South Carolina Department of Consumer Affairs Scam Report Form



2221 Devine Street, STE 200 • PO Box 5757 • Columbia, SC 29250-5757
1.800.922.1594 • www.consumer.sc.gov

Name: Alan Nix
First Last

Gender: ☒ M ☐ F Age: ☐ 18-25 ☐ 26-35 ☐ 36-45 ☒ 46-55 ☐ 56-65 ☐ 66-75 ☐ 76+

Address: 1401 Densmore Circle

City: Mount Pleasant County: Charleston State: SC Zip: 29466

Phone: 843-729-2400 E-mail: alan.g.nix@gmail.com

☐ Check if you want to receive e-mails on consumer issues from SCDCA.

Scam Contact Method: Please check all that apply

- ☐ Phone
☒ Internet/E-mail
☒ Mail

Scam Type: Please check one

- ☐ Phishing (Trying to obtain personal/financial information)
☐ Sweepstakes/Lottery
☐ Debt Collection
☒ Other: Corporation seeking payment

Please disclose any and all identifying information about the scam artist; who they claimed to be or what company they were supposedly representing, phone numbers, etc.

Name(s): see attachments for details

Phone Number(s): (1) _____ (2) _____ (3) _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Website: _____

Please enter a description of the scam. What did the scammer want from you? What were they offering in return (if anything)? This description is valuable because it allows us to differentiate between scams that seem to be the same but have small differences.

Description:

A Corporation, Churchill Park at Park West, via their management company LPPM, Inc., sent an invoice seeking payment for "2016 Neigh. Assmt. The company, Churchill Park at Park West, is not listed with the SC Secretary of State as of today, 16 Feb 2017. LPPM / Richard Riccoboni has refused to provide details about the company.

Do you want to hear from someone at SCDCA about your report? ☒ Yes ☐ No

Would you like to receive educational materials pertaining to your scam? ☒ Yes ☐ No

To complete and submit this form electronically, please open using Adobe Acrobat Reader.
You may also print, complete, and return this form by one of the provided methods.

CHURCHILL AT PARK WEST ASSOCIATION, INC.

Churchill Property Owners Association, 1121 Park West Blvd., Suite B[#] 171, Mount Pleasant, SC 29466
Tel: 843-647-7555 Fax: 843-647-7398 info@ippmnc.com

March 19, 2016

Dear Neighbors,

Spring is here and now is the time for that yard and home clean up. Here are a few reminders from the Board about your yard and home that will go a long way to enhance your home's curb appeal and contribute to the overall look of the community.

Mail Boxes: Mail Boxes need occasional maintenance to keep them looking fresh. They provide the road side curb appeal that can either say that the community is well kept or they shout out neglect. The regulation color is Essex Green by Benjamin Moore. Please take the time and get your mail box up to standards. You can purchase parts (or the whole unit) from Atlas Sign: <https://goatlas.com/shop/items-by-neighborhood/mt-pleasant/park-west/items-by-neighborhood-mt-pleasant-park-west-churchill-park/>

Yard Appearance: Every home owner is expected to maintain their front and side yards and flower beds. Yard flower and plant beds should be weeded, have mulch or pine straw, and be edged. Lawns are to be kept mowed and edged. Excessive lawn clippings are to be removed, bagged, and disposed of either by the contractor or placed curb side on Wednesday evening for town pickup. Sweep up your curb areas weekly after the city removes the debris to avoid the unsightly appearance of leftover limbs, leaves, and other debris. Lawns are expected to be free of weeds and maintained to an acceptable appearance. Trees are expected to be trimmed of dead branches, especially palm trees of dead palm fronds. The front and side yard visible from the street are to be free of toys, tools, storage containers, and general debris (natural and man-made).

Home Appearance: Everyone knows how hard summers are on the exterior of our homes. The pollen season adds another little touch of Mother Nature's wrath. It is important for the community appearance that your home structures are well maintained. All exterior surfaces are to be free of mildew and peeling paint, shutters are to be intact and hung in their original location, siding intact and painted, gutters affixed to fascia boards, roofs maintained and all of original color, and windows and doors functional. Take a look and see if it is time to power wash and paint your home and trim.

Remember – Curb Appeal is in Everyone's Best Interest !!!!!

Thank you,
Churchill Park Board of Directors

CHURCHILL PARK AT PARK WEST ASSOCIATION, INC.

Churchill Park Property Owners Association, 1121 Park West Blvd., Suite B 171, Mount Pleasant, SC 29466
Tel: 843-647-7555 Fax 843-647-7398

Dear Homeowner:

LPPM, Licensed Professional Property Management, is sending you this notice on behalf of Churchill Park at Park West Association, Inc., to inform you of the collection process that is effective April 1st, 2016. The annual dues for 2016 are due April 1st, 2016.

According to the Churchill Park covenants, the Board of Directors has an obligation to enforce the collection process. Payments received after 5:00 p.m. on May 1st 2016 are considered thirty (30) days late and will be subject to association late fees and collection cost. Accounts sixty (60) days past due will receive an attorney warning letter with additional collection costs and late fees added to your account. Accounts ninety (90) days past due will have a lien filed against the property with additional late fees and legal fees (minimum charge of \$450) applied to your account. Any late fees, collection costs, and/or legal fees incurred during this process will be the homeowner's responsibility.

The Association would like to avoid any type of legal action. However, the Association must treat all homeowners similarly and support the efforts of those who have paid their assessments. Questions regarding your account can be directed to 843-647-7555.

All POA payments should be made payable to:

Churchill Park at Park West Association, Inc.

~~Please use the enclosed envelope to mail or drop off to our lockbox with the coupon that is attached to:~~

Churchill Park at Park West Association
C/O LPPM, Inc. ←
1121 Park West Boulevard, Box B 171
Mount Pleasant, SC 29466

LPPM Licensed Professional Property Management, Inc. at www.lppminc.com
(Phone) 843-647-7555 (Fax) 843-647-7398

CHILCHILL PARK AT PARK WEST
C/O LPPM, INC.
1121 PARK WEST BLVD., B #171
MOUNT PLEASANT SC 29488
RETURN SERVICE REQUESTED

LPPM
Licensed Professional Property
Management

Churchill Park at Park West

17341	Feb 26, 2016	\$1,819.18
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3829387 3928WEBP 91 1 13 1

ALAN NIX
1401 DENSMORE CIRCLE
MOUNT PLEASANT SC 29466

[illegible]

IMPORTANT MESSAGE

Payment Information

- 1- This is your notice of payment due. See reverse side for important late payment information.
- 2- Payment should arrive on or before the Due Date.
- 3- Detach coupon below and return it with your check to the envelope provided.

3- Detach coupon below and return it with your check, in the envelope provided.
If you have any questions regarding to your invoice, please contact us at 843-647-7555 or E-Mail us at info@broominc.com.

We look forward to working with you and the community in the coming year.

Churchill Park at Park West	17341	04/01/2016
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ALAN RIX

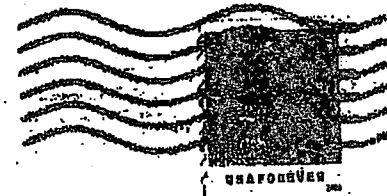
Make Payable To: Churchill Park at Park West

CHURCHILL PARK AT PARK WEST
C/O LPPM, INC.
1121 PARK WEST BLVD
MOUNT PLEASANT SC 29466-7122



CHARLESTON SC 294

22 MAR 2016 PM 1 T



FIRST CLASS MAIL

IMPORTANT DOCUMENTS ENCLOSED

2946689040



EXHIBIT

10

PARK WEST
LOGO



Churchill at Park West

1240 Winnowing Way, Suite 102, Mount Pleasant, SC 29466
(Phone) 843-225-2581 (Fax) 843-737-0811

March 24, 2017

ALAN NIX*
NORMA NIX*
1401 DENSMORE CIRCLE
MT PLEASANT SC 29466

Re: Lot # 22, 1401 DENSMORE CIRCLE

Dear ALAN NIX*,

As your Board of Directors, we are responsible for maintaining, protecting, preserving and enhancing the value of our community. The members of the community are requested to adhere to the rules and regulations which are in place as an effort to maintain the value and communal harmony of our community. During a routine visit to the community, the following was noted about your property:
Please refer to Churchill's CCR's Section C, in Vehicles (1): "No vehicle, boat, motor home, trailer, or recreational vehicle or trailer may be left upon any portion of the community for a period longer than five (5) days, unless it is stored in a garage or stored in another area designated or approved by the Board. Vehicles, boats, motor homes, trailers or recreational vehicles which are either unlicensed or inoperable for a period of five (5) days or more may not be stored upon any portion of the community at any time unless fully enclosed in a garage."

It has come to the attention of the Board that a vehicle parked on your property may be inoperable.
Particularly: Please remove the wrecked vehicle from your driveway. That is against the governing documents for Churchill.

Please remove this vehicle and store in an enclosed area.

The Board of Directors respectfully requests that you rectify the above mentioned violation by 4/18/2017 12:00:00 AM to ensure compliance with the Association governing documents. Our only desire is the corrected compliance of this violation. We appreciate your cooperation in maintaining the aesthetic and communal harmony of our community.

If you have any questions, please contact Community Association Manager with Gold Crown Management at 843-225-2581 or via email at marie.barnett@gold-crown.com.

Sincerely,
The Board of Directors
Churchill at Park West

NOTE: Per CCR's, Fines, this First Warning serves as your opportunity to dispute this violation without the assessment of a fine if the violation is repeated. A fine will be imposed for all same, continuing violations after this warning.

1240 Winnowing Way Ste 102, Mt. Pleasant SC 29466
(843)225-2581-Office (843)-737-0811-Fax

Run Date: 04/07/2017

**CHURCHILL @
PARKWEST
ACC/CCR Record**

Page 1

Run Time: 7:39 AM

Owner Name: ALAN NIX
Location: 1401 DENSMORE CIRCLE
Account #:
Lot/Unit #: 22
Create Date: 3/24/2017
Request Date: 3/24/2017
Approved Date: 3/24/2017
Next Inspect Date: 3/31/2017
Approval Status: Violation
Active Status: NO
Summary Desc: INOPERABLE VEHICLE
CCR Code: INO - INOPERABLE VEHICLE

Detailed Description

It has come to the attention of the Board that a vehicle parked on your property may be inoperable. Particularly: Please remove the wrecked vehicle from your driveway. That is against the governing documents for Churchill.

Action to Resolve

Please remove this vehicle and store in an enclosed area.

Notes

3/24/2017 - Note - sent owner violation; found out owner did not allow wrecker to put vehicle in driveway; closed violation. jpw



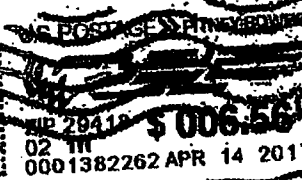
AAMC®
Accredited Association Management Company®
2850 Ashley Phosphate Road, Ste B
North Charleston, SC 29418



7016 2710 0000 9251 7251

Alan & Norma
Nix
1401 Densmore Cir
Mt. Pleasant, SC 29466

B4



02 11
0001382262 APR 14 2017

PAID 14 APR
4 SIGNATURE RETURN
PAID
15 APR 17
@ 1440

EXHIBIT

11



B11

April 26, 2017

Mr. Alan Nix
1401 Densmore Circle
Mount Pleasant, SC 29466

RE: Homeowners Association Meeting for Churchill Park at Park West.

Dear Mr. Nix:

The Board is in receipt of your email and letter dated April 22, 2017 concerning the upcoming annual meeting and the operation of the Association. As you are aware from your review of the governing documents of the Association, the notice provided for the meeting was timely and in compliance with all relevant requirements. This is the exact type of notice that has been provided for Association meetings in the past. The Board sees no reason to delay or reschedule the meeting. As you would also be aware from your long-standing ownership in our community, the annual meetings are typically scheduled and held in the spring of each year so that is when our Members anticipate the meetings to occur. This scheduling is done to maximize the attendance at the meeting and to ensure that relevant information is available to our Members.

For reasons that are unclear, your letter also makes a number of comments and recommendations to the Board concerning the management and operation of the Board and Association. Your interest in such operations is curious in light of the number of years in which you have failed to pay annual assessments and meet other obligations associated with owning property in Churchill Park. As should be obvious to you, when you fail to pay your fair share of the costs of maintaining and operating our neighborhood, it is your neighbors and fellow Association Members who must cover your share of the costs. It is your neighbors and fellow Association Members who face the harm of lowered property values from an improperly maintained home in our community.

Your first comment addresses the finances of the Association. The variety of comments associated with your concern over Association finances seems misplaced. Without identifying any specific issue with any of the Association's finances, you ask your neighbors to pay thousands of dollars for a full audit of the Association's books. On top of that, you ask the Board to avoid utilizing the expertise and assistance of the very property managers that the Board trusts enough to engage to manage the community. It really does not make sense to invest in a reputable property management company and then ignore the very advice and support that the Board hired the property management company to conduct to provide. If you have any specific,

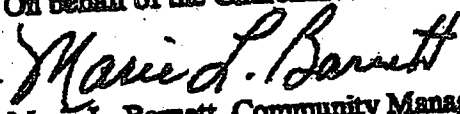
Your letter also makes reference to a number of seemingly irrelevant items. While the Board is aware that you have appeared at meetings of the Mount Pleasant Town Council, and have filed complaints with the Mount Pleasant Police Department, the local Magistrates Court and the State Department of Consumer Affairs, it appears that every one of these entities addressing the merits of your complaints has found your contentions on the issues unworthy of further review or pursuit. The Town Council has apparently rejected your attempts to get it involved in issues pertaining to our Association. The local court summarily threw out your spurious claims against the Association and its individual Board Members. The Board anticipates that the other governmental entities will take similar action.

Your letter also threatens to harass the individual owners in Churchill if the Board will not reschedule the annual meeting to meet whatever your personal agenda may be. Please be cautioned that you will be held personally responsible for any defamation contained in any such communications.

It is ironic that you seem to take such an interest in the operation of the Association at the same time that you refuse to pay your fair share of the cost of such operations. In short, it appears that your comments, recommendations, and threats, as well as your various complaints to governmental authorities, are simply some attempt to try to leverage a better position in the Association's lawsuit seeking to recover the numerous years of your unpaid Association assessments.

In conclusion, the Board finds no basis to invoke or adopt any of your recommendations and declines your invitation to do so. The annual meeting will continue as scheduled. You should also be aware, that as an Association Member in default of your obligation to pay assessments, you are not entitled to run for or hold any Association office or vote on any Association matter at the meeting.

On behalf of the Churchill Park Board,


Marie L. Barnett, Community Manager

W. Banett



**GOLD CROWN
MANAGEMENT, INC.**

AAMC®
Accredited Association Management Company®
2850 Ashley Phosphate Road, Ste B
North Charleston, SC 29418

CERTIFIED MAIL



7016 2710 0000 9251 7299

CHARLESTON SC 294

APR 2017 PM 3



U.S. POSTAGE

28 2017 \$006.56
02 IN
0001382282 APR 28 2017

CU 428
BB R31

Mr. Alan Nif
1401 Denmore Circle
Mt Pleasant, SC

29466

2946689040



PICKER UP AT
MT. P. POST
OFFICE
MON MAY 1st
AT 11:50 AM

22 April 2017

Alan Nix
1401 Densmore Circle
Mount Pleasant, SC 29466

Churchill Park Homeowner's Association, Inc.
Board of Directors
(Individual names and addresses below)

Re: Churchill Park Homeowner's Association Meeting, 1 May 2017

Churchill Park Board of Directors,

This letter, sent certified to each of your individual residences, is to request that you direct Gold Crown Management, Inc. to cancel the Homeowner's Association Meeting scheduled for 1 May 2017, of which notice was mailed 18 April 2017, and reschedule with at least 30 days notice, considered a customary notice period for Annual Member meetings.

Depending on the actual legal entity and associated CC&Rs / Bylaws referenced, the notice period required is between ten days and 60 days, and within 60 days after the end of the fiscal year. Mr. Riccoboni stated during the Annual Member meeting last April 23, that the end of the fiscal year was 31 December, meaning the annual meeting is already more than 60 days past due.

Consequently, providing sufficient notice for the Members of the "Association" to schedule this important meeting into their personal, professional and family schedule to ensure high attendance would seem more important at this point than whether you are 30, 60 or 90 days delinquent in holding the meeting.

Furthermore, if you have not initiated and / or completed any of the below recommendations, this delay in the meeting will allow you to do so and be properly prepared to present at the meeting when held with adequate notice.

1. Request and complete a full audit of the Associations financial books. Highly advise following these recommendations:
 - a. Directly hire the external auditor. Eg. Do not request your Management Company hire your external auditor.
 - b. Require the external auditor to sign an agreement that states they do not have any conflicts of interest in performing the audit.
 - c. Do not hire an external auditor suggested by any HOA Management Company
 - d. Do not hire an external auditor that is a member of CAI or recommended by CAI.
2. Ensure you have a copy of all Association documents.
3. If you have any concerns with the external audit, or any other area related to the Association, recommend you retain legal counsel. The same recommendations for retaining an external

auditor applies to retaining legal counsel, but given there are many ways for the legal community to conceal conflicts of interest, a much greater level of due diligence is required on your behalf. Additionally, it is highly recommended you retain the external auditor and legal counsel independently.

4. If you have any questions or concerns related to this process or the outcomes, recommend you contact:
- a. Mount Pleasant Police Department. Chief Ritchie and Lt. Harris both are both in a position to assist you. You can reference case number 2017-0001661 if helpful, but be aware the information contained is only partially accurate. Their emails are critchie@tompnc.com and CrHarris@tompnc.com.
 - b. South Carolina Department of Consumer Affairs: You can reference complaint number C17-01031. : Once again, be aware, the information involved is a bit skewed but hopefully will be corrected soon. The contact points there are Ms. Lybarker and Ms. Phillips. Their emails are MPhillips@scconsumer.gov and clybarker@scconsumer.gov.
 - c. The Town of Mount Pleasant Town Council. Most likely not willing to assist you much in the next few weeks but should be by mid May; another reason delaying this hastily scheduled meeting is highly recommended.
 - d. Your State legislatures. Specifically,
 - i. Rep. Mike Sottile. Email is MikeSottile@schouse.gov;
 - ii. Sen Larry Grooms. Email is larrygrooms@scsenate.gov;
 - e. South Carolina Secretary of States office. Be forewarned, their updated systems have ironically taken a step back in terms of data availability and transparency.
 - f. South Carolina Department of Revenue. This can be a helpful resource but a bit time consuming, consequently, another reason to delay the meeting until you have had time to collect all of the information you may need.

Mr. Thornton,
I would highly advise against recommending retaining Mr. Phipps, any of his associates or anyone he recommends as a possible resource, either from a legal representation or audit perspective.

There is likely to be some important information available within the month that will be quite important to you personally, and which I believe would have been beneficial to you previously during your foreclosure proceeding initiated by Park West Master Association, Inc.

In reality, in a spirit of transparency, this information will be quite important to each of you as Directors of the Association, as well as all of the members of the Churchill Park Association which have relied upon your trust and capabilities in managing the affairs of the Association.

Please also be aware, individual communications will begin soon with respect to all homeowners in the Churchill Park neighborhood. If I have not seen a cancellation notice of the scheduled 1 May 2017 meeting by 26 April 2017, a copy of this letter will be sent to each of the residents of Churchill Park along with the beginning of a broader communication of information.

Given this letter is being sent to you certified on 22 April 2017, you should receive it by 24 April 2017, which gives Gold Crown Management, Inc. two days to mail out the cancellation. The letter received 19 April 2017 was postmarked 18 April 2017, consequently, there is one day float in this schedule to make the notification date required above of 26 April 2017. If you believe you should reschedule the meeting at the same time as cancelling the 1 May meeting, and also believe you can complete a full audit in

under a month, recommend scheduling it for Saturday, 29 May, which avoids both Memorial Day weekend and early Summer family vacations likely to start the next week with the end of school for the summer.

Thank you in advance for your cooperation.

Best regards,



Alan Nix

Stephen Sumner
1108 Willoughby Ln,
Mount Pleasant, SC 29466

Justin Martin
1213 Knightbridge Ln.
Mount Pleasant, SC 29466

Zane Perry
1228 Knightbridge Ln
Mount Pleasant, SC 29466

Allen Thornton
1168 Willoughby Ln.
Mount Pleasant, SC 29466

EXHIBIT

12

Physical Address:
3301 Salterbeck Street, Suite 200
Mt. Pleasant, South Carolina 29466

Mailing Address:
Post Office Box 212069
Columbia, SC 29221



McCABE, TROTTER & BEVERLY, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW
www.McCabeTrotter.com
Phone: (803) 724-5000
Fax: (803) 724-5001

Todd M. Musheff
Of Counsel

Todd.Musheff@McCabeTrotter.com
Direct: (843) 973-8107

Located in Charleston Office

April 27, 2017

John T. Smith
Complaint Analyst
South Carolina Department of Consumer Affairs
2221 Divine St.'s, Suite 200
PO Box 5757
Columbia, SC 29250 - 5757



Re: SCDCA Complaint No. C17-01031
Business ID No. B17-00524
Alan Nix's Spurious Complaint Against Churchill Park
Our File Number: 01799 0.21

Dear Complaint Analyst Smith:

The Board of Directors of the Homeowners Association that operates the Churchill Park neighborhood in the Park West subdivision in Mt. Pleasant, South Carolina asked me to respond to the above referenced Complaint by Alan Nix, a homeowner in that Churchill Park neighborhood.

The short response to the Nix "complaint" is that it is preposterous to suggest that Mr. Nix is somehow unaware that the property management company for the neighborhood he lives in, and with which he has repeatedly interacted as the management company for that neighborhood, is somehow confused about the homeowners association for which the management company was working. Beyond that, the company Mr. Nix references in his complaint was not managing the Association nor was it the Registered Agent for the Association at the time Nix lodged his complaint with you.

There is currently litigation between Mr. Nix and his homeowners association in which the Association is trying to remedy Nix's refusal to honor his obligations under the Covenants for several years. Mr. Nix already lost one of his attorneys in that lawsuit and has ignored the Court's instructions to have his new legal counsel appear within a set number of days. Mr. Nix's response to the lawsuit has been to try to create as much confusion and as many diversions as possible. In addition to the "identity theft" complaint herein, Nix has attended Mt. Pleasant Town Council meetings and repeatedly tried, unsuccessfully, to get the Town to somehow intervene on his behalf. He has also tried to get the Mt Pleasant Police department to file misdemeanor criminal charges against one of the Association's attorneys claiming, incorrectly, that she improperly acknowledged a signature on a legal document—curiously, a document that Nix has tried to rely on to help defend himself against the Association's lawsuit. No charges

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

John T. Smith
Complaint Analyst
April 27, 2017
Page 2 of 2



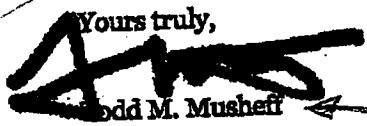
have been filed in response to that complaint either. Mr. Nix has also filed a magistrate's court action against his Association, former Board Members individually, against his neighbor and against another Churchill Park entity that is located up in Greenville. I understand that at the first hearing, Judge already dismissed all claims against the Board Members and the Associations. Mr. Nix has also sought to get the Charleston County Parks and Recreation Department involved with a backdoor attempt to complain that a neighbor he does not like has encroached on some property at Laurel Hill Plantation. In that matter, Nix has tried to get Parks and Rec to join him, also unsuccessfully, in Nix's failing magistrate's court case as a "co-plaintiff." Simply put, Mr. Nix is grasping at any straw that he thinks will somehow leverage a better position for him in the lawsuit or get someone else to pay for his lawsuits.

By way of background on the Churchill Park entities themselves, when the Churchill Park neighborhood in Park West was created, the Covenants were titled as the Covenants for "Churchill Park." Within the Covenant language, however, there is reference to "Churchill Park Homeowners Association, Inc." The Association created to govern the Park West Churchill Park was incorporated by the developer as "Churchill Park." While there may have been some different nomenclature for the Churchill Park neighborhood at Park West, there is no legitimate confusion between entities. The Park West Churchill Park has always communicated directly with its owners, the Board Members are from within the local neighborhood, and the management companies have all been located in or near to Park West. Whether a management company or a Board referred to the Churchill Park association governing the neighborhood in Park West by the Churchill Park label from the title of the Covenants or by the Churchill Park Homeowners Association label from within the covenants when discussing business related to the Park West Churchill Park community, it has always come from the recognized Association that is responsible to govern the Churchill Park neighborhood in the Park West subdivision in Mt. Pleasant, South Carolina.

Mr. Nix knows full well that he is responsible to honor and comply with the covenants and other requirements of the neighborhood association in which he purchased a home. Alan Nix's "complaint" lacks even a modicum of good faith. The neighborhood association governing the Churchill Park neighborhood in Mt. Pleasant's Park West subdivision respectfully requests that the file on this matter be closed immediately.

If you have any additional questions or would like to see any of the documents referenced herein, please let me know.

Yours truly,


Todd M. Musheff

TMM/dns
Enclosures

RECEIVED MAR 08 2007

STATE OF SOUTH CAROLINA SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT OR BOTH
OF A NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Sections 33-31-502 and 33-31-1508 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the corporation is Churchill Park
(Must match name on record with Secretary of State's Office)
2. The corporation is (complete either "a" or "b", whichever is applicable)
 - a. A domestic nonprofit corporation incorporated in South Carolina on 7/31/2003 or
(Must match date on record with Secretary of State's Office)
 - b. A foreign nonprofit corporation incorporated in _____ on _____
State _____
and authorized to do business in South Carolina on _____
(Must match date on record with Secretary of State's Office)
3. The street address of the registered office (currently on file) in South Carolina is
3484 Hampton Hartford Rd. Mt. Pleasant South Carolina 29468
Street Address City State Zip Code
LFTM →
4. If the current registered office is to be changed, the new street address will be
1805 Oak Street Myrtle Beach South Carolina 29577
Street Address City State Zip Code
← LFTM
5. The name of the registered agent currently on file is Richard Riccoboni
6. If the current registered agent is to be changed, the name of the new registered agent is
→ Gold Crown Management, Inc.

"I hereby consent to the appointment as registered agent of the corporation.

[Signature]
Signature of New Registered Agent

*Pursuant to Sections 33-31-502(5) and 33-31-1508(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

7. The street addresses of the registered office and of the office of the registered agent, as changed, will be identical.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

FEB 15 2017

[Signature]
SECRETARY OF STATE OF SOUTH CAROLINA

12/21/16
Date

Churchill Park

Name of Corporation

Steve Sumner
Signature of Officer

Steve Sumner
Type or Print Name

Board President
Position of Officer

FILING INSTRUCTIONS

1. Two copies of this form must be submitted for filing.
2. \$10.00 filing fee made payable to the South Carolina Secretary of State.
3. Self-addressed stamped return envelope.
4. Return to: Secretary of State
Attn: Corporations
1205 Pendleton St., Ste. 625
Columbia, SC 29201
5. Pursuant to Section 33-31-802(b) of the 1976 South Carolina Code of Laws, as amended, the registered agent can file this when the only change is the street address of the registered office. In this situation, the following statement should be typed on the form above the registered agent's signature: "The corporation has been notified of this change." In this case the filing fee is \$2.00

South Carolina Secretary of State Mark Hammond
Business Entities Online
File, Search, and Retrieve Documents Electronically

This filing has been submitted and filed successfully.

Receipt

Transaction Information

Transaction ID: 35851

Receipt Date: 2/28/2017 9:01:27 AM

Charges

Pricing Summary

Item	Price
NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT	\$10.00
Total Cost	\$10.00
Total Amount Paid	\$10.00

To request a Certificate of Existence (Certificate of Good Standing) or a Certificate of Authority for an out-of-state entity, please submit a document request at <https://web.sc.gov/SOSDocumentRetrieval/>.

Payment Info

Payment Method : Check

Name : CHURCHILL PARK

Check Number : 1004

Entity Name

CHURCHILL PARK

Completed Forms

170228-0901274 - NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT

Contact Information

Contact Name: Gold Crown Management, Inc.

Address:

1805 Oak Street
Myrtle Beach, South Carolina 29577

EXHIBIT

B

■ S340P6597

DECLARATION OF PROTECTIVE COVENANTS

FOR

CHURCHILL PARK

THIS DECLARATION is made on this the 6th day of January, 1953, by C. Richard Dekker, Dekker, Inc. ("Dekker"):

WITNESSETH

WHEREAS, Dekker is the owner of the real property described as Exhibit "A", or if not the Owner, the written consent of such owner is attached to this Declaration; and

WHEREAS, Dekker desires to subject the real property described as Exhibit "A", and possibly other property, to the provisions of this Declaration to create a residential community of single-family housing within that certain larger community known as Park West;

NOW THEREFORE, Dekker hereby declares that the real property described as Exhibit "A" of this Declaration, including any improvements which may be (but are not required to be) constructed on that property, is subject to the provisions of this Declaration and shall be a "Subordinate Declaration" as defined in the Master Declaration for Park West. Such real property shall be held, sold, transferred, conveyed, used, conveyed, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, easements, and liens, contained in this Declaration. The provisions of this Declaration shall run with the title to the property subject to this Declaration. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, assigns-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Amnesty Association" means Park West Amnesty Association, Inc., a South Carolina non-profit mutual benefit corporation.
- b. "Amnesty Declaration" means the Declaration of Covenants, Conditions and Restrictions Park West Amnesty Association, Inc. recorded on January 24, 1953, in the Office of the Register of Deeds, Charleston County ("RDIC Office") for Charleston County at Book 284, Page 678, and any amendments or supplements thereto.
- c. "Area of Common Responsibility" shall mean the Common Property, together with such other areas, if any, for which the Association has responsibility pursuant to this Declaration, any recorded plat, other covenants, conditions or agreements.

EXHIBIT

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Alan G. Nix

From: Alan G. Nix <alan.g.nix@gmail.com>
Sent: Wednesday, May 3, 2017 7:29 PM
To: 'Arnold, Mark'
Cc: 'Ritchie, Carl'; 'Gragg, Stan'; edemoura@tompssc.com; 'Harris, Craig'; councilclk@tompssc.com; MKEEL@SLED.SC.GOV
Subject: RE: Report Availability
Attachments: mt p police report 20 Feb 2017.PDF; 20170003844.pdf; OBDoc27494777transfer of lien and foreclosure.PDF

Captain Arnold.

Thank you for the report. I apologize for arriving later than I had planned. Given my first review of your report, it appears it would have been most beneficial for us to have reviewed your report together. Please see corrections below. My comments are in brackets{} and in red font.

On February 20, 2017, Alan Nix requested the Mount Pleasant Police Department complete an incident report and investigate the legitimacy of the property management group for the Home Owners' Association (HOA) for the Churchill Park subdivision in Park West. {this is factually and significantly incorrect. I specifically stated the concern was with the legal entity "Churchill Park at Park West Inc." I specifically stated that given this entity is not registered with the SC Secretary of State, not listed with the SC Department of Revenue, and Mr. Riccoboni of LPPM, Inc., the property management group that is listed as the registered agent of "Churchill Park", refused multiple requests to provide the basic verifying information for Churchill Park at Park West, Inc., eg. EIN and state of incorporation, there seemed a high likelihood the name Mr. Riccoboni was billing the HOA fees under was not legitimate.

Additional information:

On 20 Feb 2017, "Churchill Park" was listed as a legal entity with the SC Secretary of State (incorporation date of 31 July 2003) but did not have any annual reports filed with the SC Department of Revenue. The legal entity "Churchill Park Homeowner's Association, Inc., the legal entity specifically referenced in the Churchill Park CC&R's as being the Homeowner's Association in place for the neighborhood Churchill Park, is listed with the SC Secretary of State and had two annual reports listed with the SC Department of Revenue. Tax years of 2014 and 2015. Interestingly enough, Mr. Riccoboni listed himself as the registered agent for Churchill Park Homeowner's Association, Inc. on the SC DOR annual reports for 2014 and 2015 but did not list the names and addresses of any of the Corporate Officers and Board of Directors of Churchill Park Homeowner's Association, Inc. as dictated to be listed. Please see example attached.

Further information worth noting: Mr. Riccoboni actively concealed this fact from March 2015 until present. Additionally, Mr. Riccoboni did not provide an update to the SC Secretary of State listing himself as the registered agent for Churchill Park Homeowner's Association Inc. as he did for the legal entity "Churchill Park". Based on my inquiries of the registered agent listed on with the SC Secretary of State, CT Systems Corporation, they were not the registered agent for Churchill Park Homeowners Association Inc. since at least 2010. You will now notice that Churchill Park Homeowners Association, Inc. now shows no registered agent listed with the SC Secretary of State as of 30 March 2017. CT Systems Corporation attempted to resign at least once in June 2016 but it seems the SC Secretary of State had some issues processing that resignation, consequently, they had to serve a resignation on the SC Secretary of State again in February 2017. As of 15 February 2017, Gold Crown Management is now the registered agent for the legal entity "Churchill Park". Interestingly enough, as indicated in the document I left for Sgt. Salata at your office on 21 February around lunch, Gold Crown Management decided they were going to bill the 2017 "Association" dues under the legal entity "Churchill Park Homeowner's Association, Inc. NOTICE that is not Churchill Park at Park West Inc. The legal entity that I asserted multiple times to six different officers of your department on 20 and 21 February 2017 as being potentially fraudulent. Given this level of confusion remains with this situation in your Department, I will reiterate what I stated previously, there are 95 homes in the Churchill Park neighborhood of Park West. Consequently, just because I

may be the only person paying close attention to these issues, that does not mean I am the only victim of a potential fraud.

You may also be interested to know the Rick Riccoboni incorporated LPPM, Inc. on 17 May 2013.....18 days after Ms. Trotter filed the Assignment of Lien and Foreclosure Rights with the Charleston County RMC. It is true that this could just be a coincidence, but given within seven months of Ms. Trotter's filing of the Transfer of Lien and Foreclosure Rights document, LPPM, Inc. had taken over the management company duties of approximately eight of the 12 neighborhoods listed on the Assignment of Lien and Foreclosure Rights, I submit that the coincidence probability is quite low. }Mr. Nix asserted that the property management group for the HOA was not a legitimate business and therefore had not legal right to collect HOA fees. This claim was investigated and it was determined that the property management group is a legitimate business. {Relative to what I actually asserted, see above. Relative to your incident report this is not what it states nor concludes. It specifically stated this was a Civil Issue and was consequently closed. Also worth pointing out in that police report was the fact that Officer Hairfield contacted Southern Community Services and they were not available because they were in a meeting. Apparently Officer Hairfield thought it was important enough to call them but not important enough to wait for them to return her call before closing the incident report. Given Officer Hairfield's lack of mentioning that I had come to the office at approx. 1315 and spoke to the younger male officer in the front office (I have his name and will supply later) who had spoken with Mr. Riccoboni at approx. 1330, I doubt any reasonable person would be surprised that Southern Community Services was conveniently in a meeting later that afternoon when Officer Hairfield attempted to contact them. To be blunt, I am sure Rick Riccoboni had called to warn them immediately after finishing his conversation with the young male officer 2.5 hours earlier. It is also interesting that Officer Hairfield chose to contact Mr. Sloan, who she understood I had fired due to, at a minimum, negligence, but did not think it was important enough to contact Ms. Trotter nor Judge Scarborough. Consider within the context of Mr. Riccoboni's statement to the younger male officer at 1330 that LPPM could not be involved in mail fraud since they were only the Agent for Churchill Park at Park West, Inc.} See Mount Pleasant Police Department case number 2017-0001661 for additional information.

On April 24, 2017, Mr. Nix dropped off a packet containing a copy of the Association of Lien and Foreclosure Rights {The title of the document is Assignment of Lien and Foreclosure Rights} and supporting notarizations for the transfer to the Southern Community Services property management group. {This is not what the document states. It is an Assignment of the Lien and Foreclosure Rights from each of the individual neighborhood associations (listed on the top of the first page of the document) to PARK WEST MASTER ASSOCIATION, Inc. To put that in perspective, the rights to file liens, collect liens and all associated costs of prosecuting a lien, the right to foreclose on a lien against any home in any of the 12 neighborhoods was transferred to PARK WEST MASTER ASSOCIATION Inc. Let's put that in perspective. Approximately 1500 homes at an average value of let's say \$475,000. If you say one out of 50 winds up with a lien each year, that is approximately 30 homes with late fees, attorney costs, etc of approximately \$400 each. Total of \$12000. Granted that isn't a lot of money. More importantly though, with the ability to aggressively pursue foreclosures against even half of those 30 homes with a lien filed against them, the cost per home goes up to at least \$2000/home. 15 homes time \$2000 / home is \$30000. Now let's assume that they can actually bring just one of those 30 to an actual foreclosure and buy it for 30% below market value. That is a nice profit of \$142,500. Based on my review of the situation, all of these numbers are on the conservative side.} You might be interested to investigate how many liens Ms. Trotter filed in the 12 neighborhoods identified in the Assignment of Lien and Foreclosure Rights between May and Oct 2013. Hence the yellow highlighting in the Notary Manual} Mr. Nix also provided a copy of the South Carolina Secretary of State's Office Notary Public On-line Manual. Mr. Nix asserts that Stephanie Trotter violated SC cod of Law Section 26-1-80 (C). As evidence of this alleged violation he highlighted the date that Larry Riddlehoover {President of Southern Community Services and Co Owner of Southern Community Services} signed the document April 16, 2013 and the date that Mrs Trotter signed the document April 24, 2013. Due to the different date Mr. Nix believes that Mrs. Trotter was not in the physical presence of Mr. Riddlehoover when he signed the document. {I will comment on your carefully worded approach in this sentence. I assert, that any reasonable person would conclude, that it is highly unlikely that Mr. Riddlehoover was physically in the presence of Ms. Trotter on 24 April 2013, eight days after Mr. Riddlehoover dated each of the documents. Also, note the number of mark throughs Ms. Trotter performed on her dates. While I completely understand, appreciate, and highly value the concept of innocent until proven guilty, the nature of this situation is very close to guilty until proven innocent based solely on what is on the document} I will make arrangement to interview the parties involved to determine where the notarization took place and procedurally

how the notarization occurred. {please elaborate on the process you intend to use as well as a possible explanation Ms. Trotter or Mr. Riddlehover would provide that you would consider sufficient to conclude no wrong doing. Also, please consider the fact that given their conduct just on this document, the likelihood they would feel compelled to be truthful with you during an interview.}

{A few more points.

- 1) I notice you have chosen not to consider the potential that Mr. Riddlehover participated in:
“(E) A person who knowingly solicits, coerces, or in a material way influences a notary to commit official misconduct is guilty of aiding and abetting and is subject to the same level of punishment as the notary.” Note the dollars listed above. Note Mr. Riddlehover lists himself as the Agent of each of the 12 community associations (approx 1500 homes) as well as the Agent of Park West Master Association, Inc. Given the obvious conflict of interest of participating in this transaction as representative of both the assignor and assignee, the questionable right as Agent to sign away these rights of the 12 communities and the fact that there were only two people present during the supposed signing and notarizing (yes.. that is Ms. Trotter’s signature as both Witness 1 and Witness 2. The fact that she attempted to disguise this by signing a sloppy initial should be considered as active concealment at a minimum. You should reference state law regarding the witnessing requirement of Real Estate transactions as well as the appropriateness of notarizing your own signature as a witness) and the fact that Mr. Riccoboni noted in his call the afternoon of 20 February at approx 1300 with your young male officer that he and LPPM couldn’t be guilty of mail fraud since they were only the Agent for Churchill Park at Park West, Inc.
- 2) The first occurrence I find of Churchill Park at Park West, Inc. is ironically by Southern Community Services. Read Larry Riddlehover again. I’m fairly sure that document was left with Officer Hairfield the afternoon of 20 February.
- 3) Park West Master Association Inc. is a member benefit non-profit with ironically....no members.
- 4) I suspect you already know this but interestingly enough, the President of Park West Master Association, Inc. just happens to be Kevin Steelman..... I suspect since you at least a few of you attend the Town of Mount Pleasant Town Council Meetings, and Kevin is there rather frequently... I suspect you know who he is.
- 5) Kevin Steelman is also the President and CEO of Land Tech, the developer of Park West.
- 6) Kevin Steelman is the President of Park West Development, Inc., the Park West Declarant...in most cases...
- 7) I could go on.. but it gets relatively confusing with all of the different corporate names and layers and layers of corporate levels.... So we will leave it at the essential information for the moment just in case some of you didn’t understand all of that.

Given the Town of Mount Pleasant Police Department has achieved such high national credentials, and you Capt. Arnold, have achieved such high professional credentials in Law Enforcement, I imagine most reasonable and reasonably intelligent people, of which Mt. Pleasant has an above average population of, would conclude at a minimum:

- 1) It certainly did not take two days or 1.5 weeks to write such a relatively immature and factually incorrect Incident Report.
- 2) Your plan to “make arrangement to interview the parties involved to determine where the notarization took place and procedurally how the notarization occurred” is a relatively obvious attempt to slow roll the progress of this situation. Once again, not saying it is impossible to justify the notarizations of that document, but I think we can all agree that the issues with that document, taken in their entirety, requires a level of justification that is going to be extremely difficult to achieve. Believe it or not, I completely understand your, the Chiefs, and the Mount Pleasant Town Council’s and Administration desire to do so as well as take all possible steps to minimize the issue and hopefully make it go away. The irony of this situation, is that it may be similar to Al Capone’s downfall. A mobster responsible for an unknown number of major felonies that ultimately went to jail for tax fraud.
- 3) Most likely more time was spent with the Town’s attorney and others to attempt to reconcile the inconsistencies from the 20 February Incident Report with this issue in such a way to deflect this situation away from Land Tech while simultaneously attempting to rationalize the unfortunate circumstances your Department found themselves in handling the 20 February issue without unreasonably undermining your Department’s credibility any further. Certainly a tall order from my perspective. For what it is worth, in my humble opinion,

regrettably this was, at best, a D- effort while granting you the fact that you certainly did not start off in an enviable position.

I will let you gentlemen discuss this evening and tomorrow morning where this situation is in terms of both your Department's ability to effectively pursue as well as if it is possible for your Department to do so given what I imagine must be an extremely difficult political environment to operate. Given two very disappointing attempts by the Mount Pleasant Police Department to date, especially given the very simple circumstances of this issue, it is unfortunately my opinion your efforts to date do not suggest a high likelihood of sufficiently improving going forward. I do sincerely hope my lack of optimism can be proven unwarranted.

I also want to say that I do understand the level of investment Land Tech and all of their business associates have given to Mount Pleasant and SC in terms of political, social and real estate development, so I do sympathize with all of you to the degree I can, while still expecting basic, independent and professional performance where obviously warranted.

I will come back by your Department around lunch tomorrow morning. When I return, I would like a copy of Officer Greene's end of shift report from this last Monday, 1 May. I am fine with only receiving the portion reporting the hours of 1800 to 2000 if that is more convenient to you.

If you would like to attempt to correct these two Incident Reports in the morning to reflect something much more accurate and acceptable, I will review when I return. I will also understand if you choose not to attempt.

Mr. Demoura, please assist Lt. Harris with providing an official answer from the Town relative to the questions posed to him via email relative to video and phone recordings at the Police Department on 20 and 21 February. I would like that information by close of business tomorrow as well.

I do appreciate your attempts at providing assistance to date and do sincerely hope we can find a path to a better relationship and shared sense of progress and accomplishment in the future.

Good evening gentlemen.

Best regards,
Alan Nix

From: Arnold, Mark [mailto:MArnold@tompsec.com]
Sent: Wednesday, May 3, 2017 1:44 PM
To: Alan G. Nix <alan.g.nix@gmail.com>
Cc: Ritchie, Carl <CRitchie@tompsec.com>; Gragg, Stan <SGragg@tompsec.com>
Subject: RE: Report Availability

Mr. Nix,
Please find the attached copy of the incident report. I will provide you with an update on the investigation on May 12, 2017.

Captain Mark Arnold
Support Services Bureau
Mount Pleasant Police Department
100 Ann Edwards Lane
Mount Pleasant, SC 29464
Main: (843) 884-4176
Office: (843) 856-3045
Cell: (843) 534-6526
Email: marnold@tompsec.com



From: Alan G. Nix [<mailto:alan.g.nix@gmail.com>]
Sent: Tuesday, May 02, 2017 9:32 AM
To: Arnold, Mark <MArnold@tompsec.com>
Cc: Ritchie, Carl <CRitchie@tompsec.com>; Gragg, Stan <SGragg@tompsec.com>
Subject: RE: Report Availability

Thank you Captain Arnold for the update and assistance.

I will plan on being at your office tomorrow about 1330 to pick up the report(s).

I would appreciate it if you could be available sometime around 1345 to 1400 in case I have any questions about the report.

Please also see the jpeg photo attached. Given the signatures (Principal, Notary, Witness(es)) on the document in question, I thought this photo may provide valuable additional perspective as you consider the circumstances under which the transactions involved took place.

Also, I wanted to let you know I met Officer Greene last evening. We had a very nice chat even though our understanding of the situation differed a bit. Wanted to pass along that I found her demeanor pleasant, appreciated her professionalism and think she represented your Department well under the circumstances.

Have a great Tuesday.

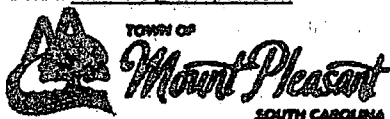
Best regards,
Alan Nix

From: Arnold, Mark [<mailto:MArnold@tompsec.com>]
Sent: Monday, May 1, 2017 8:43 PM
To: Alan G. Nix <alan.g.nix@gmail.com>
Cc: Ritchie, Carl <CRitchie@tompsec.com>; Gragg, Stan <SGragg@tompsec.com>
Subject: RE: Report Availability

Mr. Nix,
I will email you the incident report on Wednesday afternoon.

Captain Mark Arnold

Support Services Bureau
Mount Pleasant Police Department
100 Ann Edwards Lane
Mount Pleasant, SC 29464
Main: (843) 884-4176
Office: (843) 856-3045
Cell: (843) 534-6526
Email: marnold@tompsec.com



From: Alan G. Nix [<mailto:alan.g.nix@gmail.com>]

Sent: Monday, May 01, 2017 4:35 PM

To: Harris, Craig <CrHarris@tompsec.com>; Arnold, Mark <MArnold@tompsec.com>

Cc: Ritchie, Carl <CRitchie@tompsec.com>; Eric DeMoura <EDeMoura@tompsec.com>; Christine Barrett <CBarrett@tompsec.com>

Subject: RE: Report Availability

Cpt. Arnold.

I spoke with Lt. Harris this morning and he said you were now working this situation.

Can you please confirm you have all of the information I provided Lt. Harris last Monday as well as if the report(s) will be available tomorrow. Based on what I provided, I'm optimistic this should be quite straightforward.

Thank you for your assistance.

Best regards,
Alan Nix

From: Alan G. Nix [<mailto:alan.g.nix@gmail.com>]

Sent: Tuesday, April 25, 2017 5:04 PM

To: 'Harris, Craig' <CrHarris@tompsec.com>

Cc: critchie@tompsec.com; edemoura@tompsec.com; councilclk@tompsec.com

Subject: RE: Report Availability

Gentlemen,

I will be at your Department between 0900 and 1000 tomorrow morning to retrieve copies of the report(s).

Please ensure they are ready at that time.

Given I provided you all of the evidence required, color coded the document as it relates to the SC law governing Notary Publics, and color coded the SC Notary Handbook and associated law (below) with relevant areas of law and guidance, it is my opinion that a day and a half is more than ample time for your Department to complete the reports.

Have a nice evening.

Best regards,
Alan Nix

From: Alan G. Nix [<mailto:alan.g.nix@gmail.com>]

Sent: Tuesday, April 25, 2017 2:34 PM

To: 'Harris, Craig' <CrHarris@tompsec.com>

Cc: critchie@tompsec.com; edemoura@tompsec.com

Subject: RE: Report Availability

Lt. Harris,

Please let me know if the report(s) will be ready by 1600 today. If possible, please provide the report number(s) as well.

Thank you for your assistance.

Best regards,
Alan

From: Alan G. Nix [mailto:alan.g.nix@gmail.com]
Sent: Tuesday, April 25, 2017 12:45 PM
To: 'Harris, Craig' <CrHarris@tompsec.com>
Subject: RE: Report Availability

Lt. Harris.

Can you please confirm that the report(s) have been completed and I may stop by to pick up a copy?

Best regards,
Alan

From: Alan G. Nix [mailto:alan.g.nix@gmail.com]
Sent: Tuesday, April 25, 2017 8:01 AM
To: 'Harris, Craig' <CrHarris@tompsec.com>
Subject: Report Availability

Good morning Lt. Harris,

Please reply back to this email once the police report(s) are available from the package I left for you yesterday at 1545.

Also, just in case you have any questions about your jurisdiction in the matter, I realized last night that I may not have highlighted the information in the middle of page 11 where it states that any Notary Public conduct that constitutes a misdemeanor should be reported to local law enforcement.

I will be near your department during the late morning, so it would be convenient for me to stop by then to pick the reports up.

For your convenience, the actual language of the law is below. I have struck through the areas that most likely do not apply and highlighted the ones that are either clearly a violation and / or may be a violation which constitutes a misdemeanor under SC law.

Additionally, you may notice the relationship between the principal that signed these documents and one of the victims listed by Ms. Hairfield in the police report from 20 February. Case number 2017-0001661.

Thank you for your assistance and look forward to hearing from you in the next few hours.

Best regards,
Alan

SECTION 26-1-160. Unlawful acts; forfeiture of commission; penalties.

(A) Except as otherwise permitted by law, a person who commits one of the following acts is guilty of a misdemeanor:

- (1) ~~holding one's self out to the public as a notary if the person does not have a commission;~~
- (2) ~~performing a notarial act if the person's commission has expired or been suspended or restricted; or~~
- (3) ~~performing a notarial act before the person had taken the oath of office.~~

(B) A notary is guilty of a misdemeanor if the notary takes:

- (1) an acknowledgment or administers an oath or affirmation without the principal appearing in person before the notary;
- (2) a verification or proof without the subscribing witness appearing in person before the notary;

- (3) an acknowledgment or administers an oath or affirmation without personal knowledge or satisfactory evidence of the identity of the principal;
- (4) a verification or proof without personal knowledge or satisfactory evidence of the identity of the subscribing witness; or
- (5) an acknowledgment or a verification or proof or administers an oath or affirmation if the notary knows it is false or fraudulent.
- (C) ~~It is a misdemeanor for a person to perform notarial acts in this State with the knowledge that he is not commissioned pursuant to this chapter.~~
- (D) ~~A person who without authority obtains, uses, conceals, defaces, or destroys the seal or notarial records of a notary is guilty of a misdemeanor.~~
- (E) A person who knowingly solicits, coerces, or in a material way influences a notary to commit official misconduct is guilty of aiding and abetting and is subject to the same level of punishment as the notary.
- (F) The sanctions and remedies of this chapter supplement other sanctions and remedies provided by law.
- (G) A notary public convicted under the provisions of this section must forfeit his commission and must not be issued another commission. The court in which the notary public is convicted shall notify the Secretary of State within ten days after conviction.
- (H) A person who violates the provisions of subsections (A), (B), (C), (D), or (E) is guilty of a misdemeanor and, upon conviction, must be fined not more than five hundred dollars or imprisoned for not more than thirty days.

EXHIBIT

14

MOUNT PLEASANT POLICE DEPARTMENT
OFF DUTY EMPLOYMENT-2017

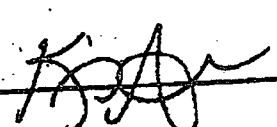
→ **WHO:** CHURCHILL AT PARK WEST (20-30 Guests)

WHAT: ANNUAL HOMEOWNER'S MEETING

WHERE: HERITAGE TRUST-PARK WEST BRANCH
COMMUNITY CONFERENCE ROOM
PUBLIX SHOPPING CENTER

WHEN: MAY 1 - MONDAY

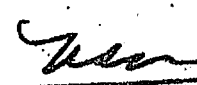
TIME: 6:00 PM TO END OF MEETING (8:00 PM)
(4 HOURS @ \$30 PER HOUR = \$120)

Print Name	Signature	Date/Time	Cell
1. Greene		4/25	9149780071 [] CANCEL

DUTIES: Officer presence/maintain order.

Contact: Marie Barnett, Community Manager
Cell: 843-315-9304

Payment: Cash at event from Ms. Barnett.

Posted by:  **Date:** _____ **Time:** _____

EXHIBIT

15

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON

4 Churchill Park,

5 Plaintiff,

6 vs.

7 CASE NO. 2014-CP-10-5407

8 Alan G. Nix and Norma J. Nix,

9 Defendant(s).

10
11 Hearing before the Honorable Mikell R.
12 Scarborough, reported by Christine A. Smith, Court
13 Reporter and Notary Public, at 10:44 a.m. on
14 May 4, 2017 at 100 Broad Street, Charleston,
15 South Carolina.

16
17 **COPY**
18

19
20
21 Christine A. Smith, Court Reporter

22 Master-in-Equity

23 P.O. Box 30276

24 Charleston, South Carolina, 29417

25 (843) 958-5071

casmith@charlestoncounty.org

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

3 Todd Musheff, Esq.
4 McCabe Trotter & Beverly, PC
5 P.O. Box 212069
6 Columbia, SC 29221
7 (803) 724-5000
8 Todd.musheff@mccabetrotter.com

9 ATTORNEYS FOR THE DEFENDANT:

10 Alan G. Nix, Pro Se
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PROCEEDINGS

1
2
3 THE COURT: The first case I've got this
4 morning is Churchill Park versus Alan and Norma Nix.
5 Are you here for that one?

6 MR. MUSHEFF: Yes, I'm here on behalf of
7 Churchill Park.

8 THE COURT: And --

9 MR. NIX: Good morning, Your Honor. Alan Nix.

10 THE COURT: The motion as I understand it is
11 just to restore the case to the docket; is that
12 correct?

13 MR. NIX: That's correct, Your Honor. There's
14 cross motions both asking the same thing. Our only
15 caveat is the concerns about meeting certain things
16 in the original 40(j) from last year.

17 THE COURT: It was 40(j)'d, right?

18 MR. NIX: Correct.

19 THE COURT: And do you seek to restore as
20 well, Mr. Nix?

21 MR. NIX: Yes, I do.

22 THE COURT: Okay. I guess we can do that.
23 You said you had an issue of going off when it got
24 40(j)'d?

25 MR. NIX: Excuse me, Your Honor?

1 THE COURT: You said you had an issue with it
2 having been 40(j)'d?

3 MR. NIX: Well, one clarification I would like
4 to have is the original party is the strike against.

5 THE COURT: Which party is the strike against?

6 MR. NIX: Correct.

7 THE COURT: Meaning if it happens again?

8 MR. NIX: Yes, Your Honor.

9 THE COURT: I don't know. Let's see.

10 Mr. Nix, it looks like I got your Motion to Restore
11 filed March 23rd, and I have -- are you Mr. Musheff?

12 MR. MUSHEFF: Yes, sir.

13 THE COURT: Mr. Musheff's Motion to Restore
14 filed the day before on March 22. I guess the
15 Motions to Restore came in that order. Let me take a
16 look at your motion here.

17 Mr. Nix, are you a member of the bar?

18 MR. NIX: No, sir, I'm not. Pro se.

19 THE COURT: All right.

20 MR. MUSHEFF: Your Honor?

21 THE COURT: Yes.

22 MR. MUSHEFF: If it would make it easier,
23 assuming we're going to have a reasonable amount of
24 time before trial, to have an accounting as to
25 Churchill Park if that simplifies things.

1 THE COURT: Okay. Mr. Nix, you specifically
2 requested that the Statute of Limitations be
3 preserved is what you've asked for; is that right?

4 MR. NIX: Yes, sir, Your Honor.

5 THE COURT: Well, that's my understanding of
6 the Rule. I don't think that's a problem. You're
7 right at a year's time. I'm going to grant the
8 motion. I have two motions, and I'll grant them both
9 and restore it including the tolling of statutes, so
10 that shouldn't be a problem.

11 We'll cross this bridge -- I've got a Term of
12 Court starting the 22nd of May, but I'm not going to
13 have you-all come to Court that quick. I think
14 that's a little too quick to get rolling. I can
15 either schedule this thing -- clearly this is a
16 contested matter of some sort. What amount of debt
17 are we talking about? This is a --

18 MR. MUSHEFF: \$5,000, in that ballpark.

19 THE COURT: That sounds like a good one to me.

20 Mr. Nix, have you-all had any communications
21 at all in the last year?

22 MR. NIX: No. With the exception of one
23 attempt by Plaintiff's attorney to progress with
24 their Motion to Mediate in April of last year there
25 have been no communications.

1 THE COURT: What happened with that?

2 MR. NIX: Essentially that was not my intent
3 at that point.

4 THE COURT: Not your intent to what, mediate?

5 MR. NIX: Correct.

6 THE COURT: Are you open to that now? What
7 are you telling me?

8 MR. NIX: My research in the matters suggests
9 evidentiary issues that might not be in my best
10 interest at this point depending on the outcome of
11 discovery.

12 THE COURT: It's a \$5,000 case. How much
13 discovery are you willing to do?

14 MR. NIX: There's at least one specific piece
15 of evidence which was not produced previously which I
16 would like some additional discovery on.

17 THE COURT: What are you looking for?

18 MR. NIX: Excuse me, sir?

19 THE COURT: What are you looking for?

20 MR. NIX: May I ask for clarification?

21 THE COURT: You said you have one piece of
22 discovery that you're looking for. I'm asking you
23 what that is?

24 MR. NIX: It's a specific transfer of a sum of
25 a lien of foreclosure related to a different entity

7
1 other than the one that the Plaintiff filed against.

2 THE COURT: The Plaintiff filed against you
3 and I assume your wife.

4 MR. NIX: I'm sorry. The Plaintiff filed as
5 the entity, Churchill Park. There's a different name
6 called Churchill Park Homeowners' Association,
7 Incorporated. There's a document from 29 April, 2013
8 where the Rights of Foreclosure were transferred from
9 Churchill Park Homeowners' Association, Incorporated
10 to Park West Master Association, Incorporated.

11 Specifically I purchased my home in July of
12 2001. Churchill Park, the entity Churchill Park,
13 which is the Plaintiff in this matter, was
14 established July 31, 2003, and the CCNR is related
15 to -- the closing of my house was related
16 specifically to Churchill Park Homeowners'
17 Association, Incorporated.

18 THE COURT: So I'm going to guess, is
19 Churchill Park the successor in interest to them? Do
20 you know about this?

21 MR. MUSHEFF: Churchill Park has always been
22 the name of the association for the Park West
23 Churchill Park neighborhood. There's a separate
24 entity upstate somewhere that is entitled Churchill
25 Park Homeowners' Association, Inc., but that's never

1 been the group that is responsible for Mr. Nix's
2 neighborhood.

3 THE COURT: So the Plaintiff has not changed
4 at all during the course of the proceeding and as far
5 as you know it hasn't changed since whenever its
6 inception was; is that right?

7 MR. MUSHEFF: Correct, Your Honor.

8 THE COURT: Mr. Nix, does that help?

9 MR. NIX: I would prefer official discovery in
10 that matter, please.

11 THE COURT: Have you written them -- have you
12 sent them any kind of written discovery?

13 MR. NIX: May I provide you with a document,
14 Your Honor?

15 THE COURT: I'm sorry?

16 MR. NIX: May I provide you with a document?
17 Two documents, actually?

18 THE COURT: Provide me with a document?

19 MR. NIX: It might explain more.

20 THE COURT: Hand it to Bob.

21 (Document passed to the Court.)

22 THE COURT: All right. Is there an allegation
23 that they're not using the name of the proper party?
24 Is that what's going on?

25 MR. NIX: At a minimum, Your Honor.

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THE COURT: I'm sorry?

MR. NIX: At a minimum, Your Honor.

THE COURT: At a minimum?

MR. NIX: Correct.

THE COURT: He's handed me the Assignment of Lien and Foreclosure Rights, which is a recorded document.

MR. NIX: Yes, Your Honor.

THE COURT: RMC Book 326, Page 993. It's clearly a document of record: Assignors, Churchill Park Homeowner's Association, Inc. The Assignee appears to me to be the Park West Master Association, Inc. Okay? Just so you know.

MR. NIX: He gave me a copy, Your Honor.

THE COURT: Very good. And does this lien come out of a prior owner or something? Is that what's going on here?

MR. NIX: No, Your Honor. I'm the original owner.

THE COURT: There's a Notice of Lien on somebody name Chiebowski (phonetic); is that something you wanted me to have, Mr. Nix.

MR. NIX: Yes, Your Honor. If you'll notice the entity following that lien is the Churchill Park Homeowners' Association, Incorporated.

CR025
BAPP
JULY 2016

1 THE COURT: Okay. Well, the issue for today
2 is the restoring of the case to the roster. I think
3 you have a right to look into whether or not the real
4 party in interest is the Plaintiff in the case. I'll
5 take that up either by way of motion or at the time
6 we hear the case.

7 MR. NIX: Thank you.

8 MR. MUSHEFF: Thanks, Your Honor.

9 THE COURT: Very good. I'll do a Form 4
10 restoring the case. We'll get you-all notice. There
11 won't be a hearing for 60 to 90 days. So it will be
12 something in August or September is probably when we
13 will be moving forward.

14 MR. NIX: Thank you, Your Honor.

15 MR. MUSHEFF: Thank you.

16 THE COURT: Thank you. Very good.

17 (The proceedings were concluded at 10:56 a.m.)
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State of South Carolina)
County of Charleston) C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and
Notary Public for the State of South Carolina at
Large, do hereby certify that the foregoing
transcript is a true, accurate, and complete record.

I further certify that I am neither related to
nor counsel for any party to the cause pending or
interested in the events thereof.

Witness my hand, I have hereunto affixed my
official seal this 11th day of May, 2017 at
Charleston, Charleston County, South Carolina.



Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

EXHIBIT

16

Deposition of Stephanie C. Trotter

Page 1

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
DORCHESTER COUNTY

VIDEOTAPED DEPOSITION OF STEPHANIE C. TROTTER

TAMMY C. RICHARDSON,

Plaintiff,

vs. CASE NO. 16-CP-18-1001

HALCYON REAL ESTATE SERVICES,
LLC AND MCCABE TROTTER &
BEVERLY, P.C.,

Defendants.

DEPONENT: STEPHANIE C. TROTTER

DATE: JANUARY 17, 2017

TIME: 10:00 AM

LOCATION: CARLOCK COPELAND & STAIR, LLP
CHARLESTON, SOUTH CAROLINA

REPORTED BY: CHERIE J. ANDERSON, RMR, RPR, CRR
NCRA REGISTERED MERIT REPORTER
CLARK & ASSOCIATES, INC.
P.O. Box 73129
Charleston, SC 29415
843-762-6294
WWW.CLARK-ASSOCIATES.COM

Page 2

APPEARANCES

ON BEHALF OF PLAINTIFF

KAHN LAW FIRM
BY: JUSTIN S. KAHN
SAMMIE ARNOLD
562 Savannah Highway
Charleston, SC 29407

ON BEHALF OF DEFENDANT HALCYON REAL ESTATE SERVICES,
LLC

LUZURIAGA MIMS, LLP
BY: RANDELL C. STONEY III
50 Immigration Street, Suite 200
Charleston, SC 29403

ON BEHALF OF DEFENDANT MCCABE TROTTER & BEVERLY, P.C.

CARLOCK COPELAND & STAIR, LLP
BY: ANDREW COUNTRYMAN
40 Calhoun Street, Suite 400
Charleston, SC 29401

ROGERS TOWNSEND & THOMAS, P.C.
BY: ROBERT P. WOOD
1221 Main Street, 14th Floor
Columbia, SC 29201

ALSO PRESENT: Michael Beish, Videographer

FILED-RECORDED
INDEXED
2017 FEB -6 PM 12:29
CLERK OF COURT
DORCHESTER COUNTY

STEPHANIE C. TROTTER

EXAMINATION

BY MR. KAHN

BY MR. STONEY

BY MR. COUNTRYMAN

BY MR. KAHN

EXHIBITS

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Exhibit No. 06	HOA Fee Proposal 124
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Exhibit No. 33	Deweese Affidavit of Fees 250
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1 THE VIDEOGRAPHER: We are on the record in
2 the videotaped deposition of Stephanie Trotter in
3 the State of South Carolina, Court of Common Pleas,
4 County of Dorchester. This is the case of Tammy C.
5 Richardson v. Halcyon Real Estate Services, LLC and
6 McCabe Trotter & Beverly, P.C. Civil action number
7 is 16-CP-18-1001.

8 Today's date is Tuesday, January 17th,
9 2017. The time now is 10:14 AM. We're located at
10 Carlock Copeland in Charleston, South Carolina.

11 The court reporter is Cherie Anderson. My
12 name is Michael Beish, videographer with Clark &
13 Associates.

14 Could everyone identify themselves for the
15 record, please.

16 MR. KAHN: My name is Justin Kahn. Myself
17 and Sammie Arnold represent the plaintiff,
18 Mrs. Richardson.

19 MR. COUNTRYMAN: Andy Countryman. I
20 represent McCabe Trotter & Beverly.

21 MR. WOOD: I'm Bob Wood. I represent McCabe
22 Trotter & Beverly.

23 MR. STONEY: I'm Rand Stoney. I represent
24 Halcyon Real Estate Services.

25 THE VIDEOGRAPHER: Cherie, can you please

1 if you'd stop and let me know. Okay?

2 A Yes.

3 Q And during the deposition, from time to time
4 a lawyer may object to a question. Unless one of
5 lawyers instructs you not to answer, you are to
6 answer the question. Okay?

7 A Yes.

8 Q Also, if at any time you need to take a break,
9 just let us know.

10 A Okay.

11 Q Are you on any kind of medication or anything
12 that would affect your ability to understand and
13 answer my questions truthfully today?

14 A No.

15 Q Do you agree that if I ask you a question and
16 you give me an answer that your answer will be a
17 full, complete, and truthful answer?

18 A Yes.

19 Q You gave us your address. Can you tell us
20 where you went to college, please.

21 A The University of South Carolina in Columbia.

22 Q And when did you graduate?

23 A 2006.

24 Q And did you have a major?

25 A Yes, I was a history major.

Page 6

Page

1 swear in the witness, and we are on the record.

2 THE COURT REPORTER: Please raise your right
3 hand, ma'am. Do you swear or affirm to tell the
4 truth, the whole truth, and nothing but the truth?

5 THE WITNESS: Yes.

6 THE COURT REPORTER: Thank you.

7 STEPHANIE C. TROTTER

8 having been first duly sworn, was examined and
9 testified as follows:

10 EXAMINATION

11 BY MR. KAHN:

12 Q Good morning. Could you please tell us your
13 full name.

14 A Stephanie Carol Trotter.

15 Q And do you prefer if I call you Stephanie or
16 Ms. Trotter or something else?

17 A Stephanie is fine.

18 Q All right. Could you please tell us where you
19 live.

20 A I live at 136 Shoal -- S-H-O-A-L -- Creek
21 Circle in Lexington, South Carolina, 29072.

22 Q One of the things I need to tell you under our
23 rules is if at any time during the deposition you
24 can't hear me, you don't understand a word I've used,
25 or even if you're not sure of a question I've asked.

1 Q And you went to law school after that?

2 A I did.

3 Q And where was that?

4 A The University of South Carolina.

5 Q And when did you graduate?

6 A 2009.

7 Q Have you had a deposition before?

8 A I have never given a deposition before, no.

9 Q Okay. And I'm sorry; you said you finished in
10 what year -- law school?

11 A 2009.

12 Q Do you have any particular specialties?

13 A I am not certified as a specialist by the Bar.

14 Q All right. Are you a member of any
15 professional organizations related to legal matters?

16 A Yes.

17 Q Which ones are those, please?

18 A I'm a member of the Richland County Bar, the
19 South Carolina Bar. I'm also a member of the
20 Community Association Institute. That's not limited
21 to lawyers only, but it is a professional
22 organization.

23 Q Okay. What is the Community -- I'm sorry.

24 What is the Community Association -- I can't remember
25 what you said -- and something Institute?

EXHIBIT

17

Capers Barr IV

From: Jerry Watson <Jerry.Watson@gold-crown.com> ←
Sent: Thursday, July 13, 2017 11:27 AM
To: Capers Barr IV
Subject: RE: Churchill Park

Thanks Capers. We received them as well.

Jerry

From: Capers Barr IV [mailto:cbarr@barrungermcintosh.com]
Sent: Thursday, July 13, 2017 11:06 AM
To: Jerry Watson
Cc: Capers Barr IV
Subject: FW: Churchill Park

Jerry

Gold Crown may have already received this correspondence, but attached are two letters I received last week from Alan Nix concerning Churchill Park

Regards
Capers

Capers G. Barr, IV
Barr, Unger & McIntosh, LLC
Attorneys at Law
11 Broad Street
P.O. Box 1037
Charleston, SC 29402
843-577-5083 (office)
843-224-2631 (mobile)
cbarr@barrungermcintosh.com
www.barrungermcintosh.com

From: RickR [mailto:RICKRJR@LPPMINC.COM] ←
Sent: Tuesday, July 11, 2017 9:18 PM
To: Capers Barr IV <cbarr@barrungermcintosh.com>
Cc: Jerry Watson <Jerry.Watson@gold-crown.com> ←
Subject: RE: Churchill Park

Capers,

Send to Jerry Watson at Gold Crown who is copied on this E-Mail.

Rick

From: Capers Barr IV [mailto:cbarr@barrungermcintosh.com]
Sent: Monday, July 10, 2017 11:38 AM
To: RICK RICCOBONI (RICKRJR@LPPMINC.COM) <RICKRJR@LPPMINC.COM>

Cc: Capers Barr IV <cbarr@barrungermcintosh.com>
Subject: Churchill Park

Rick:

I have received correspondence from an Alan Nix, who is apparently a property owner in Churchill Park.

Can you please let me know who I should send this correspondence to at the HOA?

Thanks

Capers

Capers G. Barr, IV
Barr, Unger & McIntosh, LLC
Attorneys at Law
11 Broad Street
P.O. Box 1037
Charleston, SC 29402
843-577-5083 (office)
843-224-2631 (mobile)
cbarr@barrungermcintosh.com
www.barrungermcintosh.com

R. 2/1/17

5 July 2017

Alan Nix
1401 Densmore Circle
Mount Pleasant, SC 29466

→ To:
Churchill Park Homeowners Association, Inc.
c/o LPPM, Inc
1121 Park West Blvd
Mt. Pleasant, SC 29466

→ Churchill Park Homeowners Association, Inc.
→ c/o John Reyelt
→ Gold Crown Management, Inc.
1805 Oak St.
Myrtle Beach, SC 29577

→ Churchill Park Homeowners Association, Inc.
c/o Larry Ridlehoover
101 Rice Bent Way, Unit #11
Columbia, SC 29229

✓ Caper Barr
Barr Unger & McIntosh, LLC
PO Box 1037
Charleston, SC 29402

→ Randall Stoney
Luzuriaga Mims, LLP
50 Immigration Street, Suite 200
Charleston, SC 29403

The Honorable Henry McMaster
State House
1100 Gervais Street
Columbia, SC 29201

SOUTHERN
COMMUNITY
SERVICES

Re: Churchill Park Homeowners Association Inc. - 10 day Cure Notice

To All,
This letter is an official request by a Member of Churchill Park Homeowners Association, Inc., to ask that all necessary steps be taken immediately to bring the Churchill Park homeowners association back into proper compliance with all normal and legal corporate requirements and standards. The below required actions, not intended to be an exclusive list, are required to be completed no later than noon on 17 July 2017.

- 1) Complete and submit a NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH OF A NONPROFIT CORPORATION (pursuant to Sections 33-31-502 and 33-31-1508)
- 2) Complete and submit a NOTICE OF CHANGE OF PRINCIPAL OFFICE FOR A NONPROFIT CORPORATION (pursuant to Section 33-31-505)
 - a. Please note: NO DELAYED DATE ALLOWED.
- 3) Update the Department of Revenue Annual Report filed 31 Dec 2014 to:
 - a. Line 3: List the name of the Registered Agent
 - b. Line 3: Change the Location of the Registered Agent to a physical street address
 - c. Line 4: List Nature of principal business in SC
 - d. Line 7: List the names and business addresses of the directors (or individuals functioning as directors) and principal officers
 - e. Line 9: List the FEIN
 - f. Line 13: Please Indicate if filing consolidated.

- E. Line 14: complete Totals where appropriate
- 4) Update the Department of Revenue Annual Report filed 2 June 2016 to:
 - a. Line 3: Change the Location of the Registered Agent to a physical street address
 - b. Line 4: List Nature of principal business in SC
 - c. Line 7: List the names and business addresses of the directors (or individuals functioning as directors) and principal officers
 - d. Line 9: List the FEIN
 - e. Please Indicated if filing consolidated.
 - f. Line 14: complete Totals where appropriate
- 5) Submit Annual Reports for the years 2000-2013 to the SC Department of Revenue and / or SC Secretary of State, as required, for each year.
 - a. Ensure each of the Issues pointed out in number 3 and number 4 above are correct for these submissions.
- 6) Submit an Annual Report to the SC Department of Revenue for 2016
 - a. Ensure each of the Issues pointed out in number 3 and number 4 above are correct for these submissions.

Notice to Mr. Hammond and Mr. Powell.
Please ensure:

- 1) a copy of all payment information is retained with your agencies files for Churchill Park Homeowners Association, Inc., to include, but not limited to, scanned and photocopied copies of checks, credit / debit card receipts, etc.
- 2) Ensure all information on the forms to be updated or provided are complete and legible

PLEASE NOTE:

Within five business days after 17 July 2017, I will be at the address of the Principal Office of Churchill Park Homeowners Association, Inc. as reflected on the records of the SC Secretary of State and the 2016 Annual Report filed with the SC Department of Revenue, to inspect Churchill Park Homeowners Association Inc.'s permanent records.

Given the incident on 1 May 2017 at the Churchill at Park West / Churchill @ Parkwest homeowners meeting at Heritage Federal Credit Union in the Park West neighborhood, I will most likely ask Law Enforcement to accompany me to ensure no unexpected events occur a second time.

Mr. Hammond and Mr. Powell.

I believe this use case demonstrates several significant material weaknesses in the States business systems and consequently, begs this State, and your Offices' in particular, to make a very strong recommendation to the Governor to reinstitute the requirement for ALL Corporations doing business in SC to file a comprehensive Corporate Annual Report with the SC Secretary of State's Office on an annual basis.

Additionally, recommend adopting an Entity Identification Number for all Corporations listed with the SC Secretary of State. I haven't look at every states Secretary of States website, but by far the majority have instituted this type of Identification system, most many years ago.

Additionally to Mr. Hammond specifically, in the spirit of greater transparency and information availability, I would strongly recommend you review your Agencies new Business Filings website for the following improvements / corrections.

- 1) List and make available for direct download all filings of a business entity required to be filed with your Office.
 - a. Ironically, with all of the work the State did last year revamping the website, it appears that much less information about a Corporation is now visible on the website. Traditionally, when an organization invests significant capital in an information system upgrade, normally more information is available....not LESS.
 - b. If the State still does not believe this information should be readily available to the public, to include no fee to obtain, perhaps strongly considering an annual fee \$25 to register to the website to download the information.
- 2) IMPORTANT NOTE: as reported to your agency last week, the websites security certificate expired 19 Jun 2016. To clarify, June 2016....not 2017.

Please ensure all replies to this Notice are addressed to all in the To line and cc line below.

Best regards,



Alan Nix

Enclosures:

- Department of Revenue Annual Report: Churchill Park Homeowners Association, Inc. - 2014
- Department of Revenue Annual Report: Churchill Park Homeowners Association, Inc. - 2015
- Assignment of Lien and Foreclosure, Churchill Park Homeowners Association, Inc. to Park West Master Association - 2013
- Lien - Churchill Park Homeowners Association, Inc. - Filed against Tina Medina - 2016
- Answer to Small Claims suit 2017CV1001500354

cc.
Mark Hammond, SC Secretary of State
1205 Pendleton Street
Suite 525
Columbia, SC 29201

Alan Wilson, SC Attorney General
PO Box 11549
Columbia, SC 29221

→ Todd Musheff
c/o Southern Community Services
3301 Salterbeck Stree, Suite 200
Mount Pleasant, SC 29466

W. Hartley Powell, Director
SC Department of Revenue
300 A Outlet Pointe Blvd
PO Box 125
Columbia, SC 29214

→ Stephanie Trotter
McCabe, Trotter & Beverly PC
PO Box 201069
Columbia, SC 29221

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

SC1120

SCHEDULE D

ANNUAL REPORT TO BE COMPLETED BY ALL CORPORATIONS

- SCHEDULE D**
1. Name BC
2. Incorporated under the laws of the State of 1121 PARK WEST BLVD
3. Location of the Registered Office of the Corporation in the State of South Carolina is
In the City of MOUNT PLEASANT Registered Agent at such address is
4. Location of principal office (street address) 1121 PARK WEST BLVD
5. The total number of authorized shares of capital stock, itemized by class and series, if any, within each class is as follows:
Nature of principal business in SC
NUMBER OF SHARES CLASS: SERIES:
6. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:
NUMBER OF SHARES CLASS: SERIES:
7. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the Corporation are:
(If additional space is necessary, attach separate schedule).
- NAME TITLE BUSINESS ADDRESS

8. Date incorporated
01-24-2000

Date commenced business in the State of South Carolina was
01-24-2000

FEB

8. Date incorporated 01-24-84
 9. Date of this report 01-24-84
 10. If Foreign Corporation, the date qualified to do business in the State of South Carolina is _____ Give old name _____
 11. Was the name of the Corporation changed during the year? NO
 12. The Corporation's books are in the care of % CHURCHILL PARK HOMEOWNERS ASSOC INC
 Located at (street address) 1121 PARK WEST BLVD, MOUNT PLEASANT, SC 29466
 13. If filing consolidated, complete and attach Schedule J for each Corporation included in the consolidation.
 14. The total amount of stated capital per balance sheet is:
 A. Total paid in Capital Stock (cannot be a negative amount) \$ _____
 B. Total paid in Capital Surplus (cannot be a negative amount) \$ _____
 C. Total amount of stated Capital (cannot be a negative amount) \$ _____

30913024



801120

SCHEDULE D

ANNUAL REPORT TO BE COMPLETED BY ALL CORPORATIONS

- SCHEDULE D**
1. Name _____ SC _____ 1121 PARK WEST BLVD
Incorporated under the laws of the State of _____
2. Incorporated under the laws of the State of South Carolina is _____ LPPM INC
3. Location of the Registered Office of the Corporation in the State of South Carolina is _____
In the City of MT PLEASANT Registered Agent at such address is _____
4. Location of principal office (street address) _____ 1121 PARK WEST BLVD
Nature of principal business in SC _____
5. The total number of authorized shares of capital stock, identified by class and series, if any, within each class is as follows:
NUMBER OF SHARES: _____ CLASS: _____ SERIES: _____
6. The total number of issued and outstanding shares of capital stock identified by class and series, if any, within each class is as follows:
NUMBER OF SHARES: _____ CLASS: _____ SERIES: _____
7. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the Corporation are:
(If additional space is necessary, attach separate schedule).
NAME TITLE BUSINESS ADDRESS

- 01-24-2000
- 01-24-2000 Date commenced business in the State of South Carolina was
- FEIN
8. Date incorporated
9. Date of this report
10. If Foreign Corporation, the date qualified to do business in the State of South Carolina is
11. Was the name of the Corporation changed during the year? NO Give old name
12. The Corporation's books are in the care of CHURCHILL PARK HOMEOWNERS ASSOC INC
- Located at (street address) 1121 PARK WEST BLVD, MOUNT PLEASANT, SC 29466
13. If filing consolidated, complete and attach Schedule J for each Corporation included in the consolidation.
14. The total amount of stated capital per balance sheet is:
- A. Total paid in Capital Stock (cannot be a negative amount) \$
- B. Total paid in Capital Surplus (cannot be a negative amount) \$
- C. Total amount of stated Capital (cannot be a negative amount) \$

ATTACH COMPLETE COPY OF FEDERAL RETURN

ATTACH COMPLETE COPY OF FEDERAL RETURN

Make check payable to: SC Department of Revenue. Include Business Name, FEIN and SC File Number.
Go to www.dor.sc.gov, eServices, File & Pay Now, DORePay for other payment options.

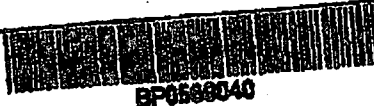
RETURN TO THE PROPER ADDRESS

MAIL RETURN TO THE PROPER ADDRESS

**BALANCE DUE:
\$6000
CORPORATE TAXABLE
COLUMBIA, SC 29214-0038**

REFUNDS OR ZERO TAX:
SCDOR
CORPORATE REFUND
COLUMBIA, SC 29214-0032

30913024



#PGS:

3

BP0688040

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

NOTICE OF LIEN

YOU WILL PLEASE TAKE NOTICE that Churchill Park Homeowners Association, Inc. does hereby file the within Notice of Lien in accordance with the Declaration of Protective Covenants for Churchill Park recorded in the R.M.C. Office for Charleston County on January 10, 2000, in Book S340 at Page 595, for delinquent assessments which have not been paid upon the premises described below and carried on the records of the undersigned in the name of the property owner(s) listed herein below in the amount set forth herein, to wit:

Property Owner(s): Tina Medina

Property Address: 1172 Willoughby Lane, Mt. Pleasant, SC 29466

Legal Description: Lot 01, Churchill Park

Plat Reference: Plat Book ED, Page 903

TMS #: 592-03-00-873

Amount of Lien: One Thousand Eight Hundred Seventy-Eight and 80/100 (\$1,878.80) Dollars, which amount is justly due and owed the Pier Points Villas Council of Co-Owners, Inc., as of July 5, 2016.

The above-described assessments, together with any future unpaid assessments, and attorney's fees constitute a lien on the above described property.

EXECUTED this 18 day of July, 2016

WITNESS:

Churchill Park Homeowners
Association, Inc.

S.E. Gates
Susan E. Gates

BY: [Signature]
Capers G. Barr, IV
Its: Attorney

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, Susan E. Gates, do hereby certify that Churchill Park Homeowners Association, Inc. by Capers G. Barr, IV, Esquire, its attorney, personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 18 day of July, 2016

[Signature]
Susan E. Gates
NOTARY PUBLIC - South Carolina
My Commission Expires: 06-28-2025

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

BARR LINGER & MCINTOSH, L.L.C.

P.O. BOX 1037

CHARLESTON SC 29402 (BOX)

RECORDED		
Date:	July 18, 2018	
Time:	2:17:01 PM	
Book	Page	DocType
0068	040	Notice
Charlie Lybrand, Register Charleston County, SC		

MAKER:

MEDINA TINA

RECIPIENT:

CHURCHILL PARK HOA

Original Book:

Original Page:

of Sats:

of Pages:

3

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Note:

Recording Fee

\$ 10.00

Extra Reference Cost

\$ -

Extra Pages

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Postage

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Chattel

\$ -

TOTAL

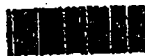
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CLERK

KLH



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14:17:01
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50 Immigration Street
Suite 200
Charleston, SC 29403
(843) 410-4713 phone
(800) 767-4976 fax/facsimile
www.lmlawllp.com

LM Luzuriaga Mirra, LLP
ATTORNEYS AT LAW

Randell C. Stony III
(843) 266-9781
rstony@lmlawllp.com

March 22, 2017

Charleston County Magistrate's Court
Small Claims - North
4045 Bridge View Drive
P.O. Box 70235
North Charleston, SC 29405

Re: Alan Nix v. Churchill Park HOA, et al.
Case Number: 2017CV1011500354
Claim Number: 072-0000125-2017
LM File Number: 114-20177015

Dear Sir or Madam:

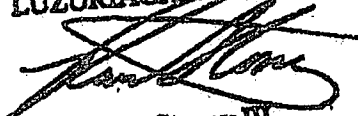
Enclosed please find the original and one (1) copy of an Answer to Plaintiff's Complaint on behalf of Defendants Churchill Park Homeowner's Association, Inc., Churchill Park at Parkwest, Inc., Churchill Park, Catherine Brown and Dave Brown in connection with the above-referenced matter. Please file the original and return a file-stamped copy to me in the envelope provided.

By copy of this correspondence to Plaintiff, I am providing him with a copy of the aforementioned Answer.

With kindest regards, I am

Sincerely,

LUZURIAGA MIRRA, LLP


Randell C. Stony III

RCS/res
Enclosures

cc: Alan Nix
1401 Denmore Circle
Mt. Pleasant, SC 29466

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Alan Nix,

Plaintiff,

v.

Churchill Park Homeowner's Association,
Inc., Churchill Park at Parkwest, Inc.,
Churchill Park, Catherine Brown and
Dave Brown;

Defendants.

IN THE MAGISTRATE'S COURT

CASE NO. 2017CV1011500354

ANSWER TO PLAINTIFF'S COMPLAINT

TO: ALAN NIX, *pro se* Plaintiff

Defendants, Churchill Park Homeowner's Association, Inc., Churchill Park at Parkwest, Inc., Churchill Park, Catherine Brown and Dave Brown, (hereinafter "Defendants"), by and through undersigned counsel, hereby answers Plaintiff's Complaint as follows:

1. Each and every allegation of Plaintiff's Complaint not specifically admitted or modified below is hereby denied.

2. Paragraph 1 of Plaintiff's Complaint is denied in that no allegations are set forth therein.

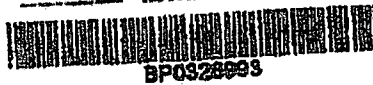
3. Paragraph 2 of Plaintiff's Complaint, including all subparts, is denied.

4. Paragraph 3 of Plaintiff's Complaint, including all subparts, is denied.

5. The Wherefore clause of Plaintiff's Complaint is denied.

FOR A FIRST AFFIRMATIVE DEFENSE
(Unconstitutionality of Punitive Damages)

6. The imposition of punitive or exemplary damages against the Defendants would violate their constitutional rights under the Due Process clauses in the Fifth and Fourteenth



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ASSIGNMENT OF LIEN
AND FORECLOSURE RIGHTS

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

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

and

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

WITNESSETH:

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK WEST MASTER ASSOCIATION dated December 17, 1997 and recorded in the Charleston County RMC Office in Book P22Part 4 at Page 275 (as amended and supplemented, the "Master Declaration") encumbered the master-planned community commonly known as Park West, as more particularly described therein (the "Park West Property"), and established the Park West Master Association, Inc. (the "Master Association") to manage the maintenance and operation of the Park West Property, including without limitation granting the Master Association a continuing lien over Units located within the Park West Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

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

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

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

WHEREAS, that certain DECLARATION OF PROTECTIVE COVENANTS FOR CHURCHILL PARK, dated January 5, 2000 and recorded January 10, 2010 in the Charleston County RMC Office in Book 8340 at Page 595 (as amended and supplemented, the "Churchill Park Subordinate Declaration") encumbered the property commonly known as Churchill Park, as more particularly described therein (the "Churchill Park Property"), and established the Churchill Park Homeowner's Association, Inc. (the "Churchill Park Subordinate Association") to manage the maintenance and operation of the Churchill Park Property, including without limitation granting the Churchill Park Subordinate Association a continuing lien over Lots located within the Churchill Park Property to collect Assessments from those Lot Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

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

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

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

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

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

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

WITNESSES:

→ S. [Signature]
 (witness #1)
[Signature]
 (witness #2)

ASSIGNOR:

Churchill Park Homeowners Association, Inc.

By: [Signature]
 Print Name: LARRY RIDLER COVER
 Its: AGENT
 Date: 4/18/2013

STATE OF SOUTH CAROLINA
 COUNTY OF Richland

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

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

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

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

WITNESSES:

(Witness #1)

(Witness #2)

ASSIGNEE:

Park West Master Association, Inc.

By: [Signature]Print Name: LARRY RIDGEMANIts: AGENTDate: 4/10/2013

STATE OF SOUTH CAROLINA

COUNTY OF Richland

ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

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

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

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

Index & True Ref. 14 Tin
RECORDER'S PAGE

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



Filed By:
MCCADE TROTTER & BEVERLY
PO BOX 212030
COLUMBIA, SC 29210

RECORDED		
Date:	April 24, 2018	
Time:	2:48:23 PM	
Book	Page	Section
0326	583	0120
Charlie Lybrand, Register Charleston County, SC		

Master:
ARLINGTON @ PK WEST ETAL

Recipient:
PARK WEST MASTER ASSN

Original Book:
P204

Original Page:
275

of Bids: # of Pages:

Notes:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ 13.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 23.00

Drawer: Deputy S
 Clerk: EOP

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18
Pgs

P204
Original Book

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Recorded Time

2.7/5/17

30 June 2017

Alan Nix
1401 Densmore Circle
Mount Pleasant, SC 29466

Churchill Park Homeowners Association, Inc.
c/o Gold Crown Management
1805 Oak Street
Myrtle Beach, SC 29577

Re: Second request: Churchill Park Homeowners Association Inc., 2017 Assessment Invoice Request

Mr. Revelt,

This is a follow up request to the certified letter sent to your firm, Gold Crown Management, via certified letter (return signature) three weeks ago on 9 June 2017. Copy of signature card is enclosed for your reference.

If I missed your response with my Churchill Park Homeowners' Association, Inc. 2017 Assessment Invoice, please accept my apologies. If you did not send the requested invoice, please do so at once, with a post mark date no later than 5 July 2017.

I understand Ms. Trotter, Mr. McCabe, and Mr. Musheff do not represent Churchill Park Homeowners' Association, Inc., but given your lack of response to my letter to you on 5 May 2017 requesting the principal office address of "Churchill Park", Mr. Musheff's response on yours and "Churchill Park's" behalf, compounded with your lack of a response to the letter on 9 June 2017, I am also copying them via USPS, as well as Mr Riccoboni from LPPM, Inc, and Mr. Capers Barr from Barr, Unger, & McIntosh to ensure sufficient awareness of the most recent parties associated with Gold Crown Management and Churchill Park Homeowners' Association, Inc.

Once again, please respond with my 2017 assessment invoice for Churchill Park Homeowners' Association Inc. with a post mark date of no later than 5 July 2017.

Also, please include in your response the location of Churchill Park Homeowners' Association, Inc. corporate records so I may review in detail later next week.

A response is demanded. Your prompt attention to this matter is very much appreciated.

Best regards,



Alan Nix

cc.

→ Churchill Park Homeowners Association, Inc.
→ c/o Gold Crown Management, Inc.
1240 Winnowing Way, Suite 102,
Mt. Pleasant, SC 29466

✓ Caper Barr
Barr Under & McIntosh, LLC
PO Box 1037
Charleston, SC 29402

→ Todd Mucheff
McCabe, Trotter & Beverly PC
PO Box 212069
Columbia, SC 29221

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

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

→ Rick Riccoboni
LPPM, Inc.
1121 Park West Blvd.
Suite B, #171
Mount Pleasant, SC 29466

[illegible]

Capers Barr IV

From: Rick Riccoboni <rickrjr@lppminc.com>
Sent: Wednesday, July 13, 2016 7:47 AM
To: 'Capers Barr IV'
Cc: 'Rick C'; 'maureen'
Subject: Liens
Attachments: 17340 - Collection Letter 2.docx; 17294 - Collection Letter 2.docx

Follow Up Flag: Follow up
Flag Status: Completed

Capers,

Please place a lien on the two properties whose letters are attached in the name of Churchill Park Homeowners Association, Inc. for the amounts shown on the letters. Call me with whatever questions you may have.

Rick

Rick Riccoboni
LPPM, Inc.
Ofc: 843-647-7555 Ext #2
Cell: 516-784-8620
rickrjr@lppminc.com

LPPM

Licensed Professional Property
Management

July 5, 2016

Chris Klobukowski
1449 Thayer Place
Mount Pleasant, SC 29466

SEE 4 MO 2017 TRANSCRIPT, PAGE 9, LINE 21

Ref: 1449 Thayer Place Past Due Annual Dues

Dear Jeanne & Chris,

Item	Amount Owing
Annual Dues	\$ 279.00
Legal Fees	\$ 400.00
Fine owing for Annual Dues	\$793.00
Fine owing for Annual Dues	\$25.00
Fine owing for Annual Dues	\$25.00
Fine owing for Annual Dues	\$25.00
Fine owing for Annual Dues	\$25.00
Fine owing for Late Assessment	\$25.00
Collection Letter 1	
TOTAL	\$1,597.00

This letter will serve as notice to you that you're Neighborhood HOA assessment has not been received to date. Previous requests for payment have not been answered. We have no other choice but to assess a Late Fee of \$400.00. It is included in your total due amount above.

We have sent your account to our attorney for legal action, lien levy, and collection efforts. This will result in additional legal fees. To avoid further legal action we urge you to contact LPPM, Inc., Churchill Park HOA Management Agent, today at 843-647-7555.

Thank you.

LPPM, Inc.
Churchill Park HOA Management Agent

1121 Park West Blvd.
Suite B # 171
Mount Pleasant SC 29466

Tel: 843.647.7555
Fax: 843.647.7398
www.lppminc.com



**Licensed Professional Property
Management**

July 5, 2016

Medina, Tina
1172 Willoughby Lane
Mount Pleasant, SC 29466

Ref: 1172 Willoughby Lane Past Due Annual Dues

Dear Medina,

Item	Amount Owning
Annual Dues	\$ 279.00
Legal Fees	\$ 400.00
Fine owing for Annual Dues	\$864.80
Fine owing for Annual Dues	\$25.00
Fine owing for Annual Dues	\$25.00
Fine owing for Annual Dues	\$25.00
Fine owing for Annual Dues	\$25.00
Fine owing for Annual Dues	\$25.00
Fine owing for Late Assessment	\$25.00
Collection Letter 1	
TOTAL	\$1,668.80

This letter will serve as notice to you that you're Neighborhood HOA assessment has not been received to date. Previous requests for payment have not been answered. We have no other choice but to assess a Late Fee of \$400.00. It is included in your total due amount above.

We have sent your account to our attorney for legal action, lien levy, and collection efforts. This will result in additional legal fees. To avoid further legal action we urge you to contact LPPM, Inc., Churchill Park HOA Management Agent, today at 843-647-7555.

Thank you.

LPPM, Inc.
Churchill Park HOA Management Agent

1121 Park West Blvd.
Suite B # 171
Mount Pleasant SC 29466

Tel: 843.647.7555
Fax: 843.647.7398
www.lppminc.com

EXHIBIT

18

Oct 13 2017

REFERENCE ID: 1710131050257

Mark Hammond
Secretary of State

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

File ID: 170801-1034191
Filing Date: 07/27/2017

1205 PENDLETON STREET, SUITE 525
COLUMBIA, SC 29201

803-734-2170
WWW.SOS.SC.GOV



CERTIFICATE OF ADMINISTRATIVE DISSOLUTION

CHURCHILL PARK HOMEOWNERS' ASSOCIATION, INC.
9 LAKE LINDEN DRIVE
BLUFFTON, SC 29910

Whereas, Section 33-31-1420 of the 1976 Code of Laws of South Carolina, as amended, provides that the Secretary of State may commence a proceeding to administratively dissolve a nonprofit corporation in the State of South Carolina if:

- (1) The corporation does not deliver a report of change of principal office when due;
- (2) The corporation is without a registered agent or registered office in this State;
- (3) The corporation does not notify the Secretary of State that its registered agent or registered office has been changed, that its registered agent has resigned, or that its registered office has been discontinued;
- (4) The corporation's period of duration, if any, stated in its articles of incorporation expires; or
- (5) The corporation has been adjudicated bankrupt pursuant to Chapter 7 of the United States Bankruptcy Code.

AND WHEREAS, IT APPEARS FROM THE RECORDS IN THIS OFFICE THAT THE ABOVE NAMED CORPORATION, AFTER DUE NOTICE, HAS FAILED TO MEET REQUIREMENTS OF NOS. 2 AND/OR 3 ABOVE SET FORTH;

NOW, THEREFORE, UNDER THE AUTHORITY OF SAID ACT, THE ABOVE NONPROFIT CORPORATION IS HEREBY DECLARED ADMINISTRATIVELY DISSOLVED THIS 27TH DAY OF JULY, 2017.

Inquiries concerning this administrative dissolution should be directed to the SC Secretary of State's Office, Corporations Division, 1205 Pendleton Street, Suite 525, Columbia, SC 29201.

Mark Hammond

Mark Hammond, Secretary of State

Oct 13 2017

REFERENCE ID: 1710131050257

File ID: 170413-1136230
Filing Date: 03/30/2017


Mark Hammond
Secretary of State of South Carolina

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**RESIGNATION OF REGISTERED AGENT AND
DISCONTINUANCE OF REGISTERED OFFICE
OF A SOUTH CAROLINA OR
FOREIGN NONPROFIT CORPORATION**

PLEASE TYPE OR PRINT IN BLACK INK

Pursuant to Sections 33-31-503 of the South Carolina Code of Laws, as amended, the undersigned hereby submits the following:

1. The name of the Corporation that is affected by this document is _____
CHURCHILL PARK HOMEOWNERS' ASSOCIATION, INC.
- The date of incorporation is 01/24/2000
2. ☒ That the undersigned resigns as the registered agent of the above named corporation effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.
3. ☒ That the above named corporation's registered office, which is the business office of the registered agent, is discontinued, effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.

Date: March 29, 2017


Helen Mac-Tran - Assistant Secretary

Signature
SIGNING ON BEHALF OF
C T CORPORATION SYSTEM
Type or Print Name

FILING INSTRUCTIONS

1. Three copies of this document, the original and either two duplicate originals or two conformed copies, must be filed.
2. Filing fee (payable to the Secretary of State at the time of filing this document):

Agent's Statement of Resignation	\$ 3.00
Discontinuance of Registered Office	<u>2.00</u>
Total	\$ 5.00

Return to: Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 28201

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

**CHURCHILL PARK HOMEOWNERS'
ASSOCIATION, INC.****Corporate Information**

Entity Type: Nonprofit

Status: No Agent

Domestic/Foreign: Domestic

Incorporated South Carolina
State:**Important Dates**

Effective Date 01/24/2000

Expiration N/A
Date:Term End N/A
Date:Dissolved N/A
Date:**Registered Agent**

Agent: No Agent

Address: No Address

Official Documents On File

Filing Type	Filing Date
RESIGNATION OF REGISTERED AGENT AND DISCONTINUANCE OF REGISTERED OFFICE	03/30/2017
Incorporation	01/24/2000

For filing questions please contact us at 803-734-2158

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EXHIBIT

19

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Churchill Park,

Plaintiff,

v.

Aland Nix and the Estate of Norma Nix,

Defendants

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-10-04031

AFFIDAVIT OF ATTORNEYS FEES

17990.10 TMM

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

1. Deponent is an attorney licensed to practice law in the State of South Carolina and is Special Counsel with the law firm of McCabe, Trotter & Beverly, P.C.
2. Deponent's law firm was retained by Plaintiff to file and foreclose a lien against Defendant's property for unpaid homeowners' association dues.
3. Plaintiff has incurred attorneys' fees and costs in the amount of \$17,844.64.
4. Of that amount, \$681.74 is attributable to the hard costs of addressing the Nix delinquency, \$1,900 is attributable to the fee arrangement running up through the time the foreclosures became contested and \$15,262.90 is attributable to attorneys fees incurred after the foreclosure became contested, and in this case specifically beginning primarily in March 2017, with approximately 2.3 hours of time for \$362.50 of work performed in 2014 o 2016
5. The attorney's fees are based on a contractual flat rate fee for pre-foreclosure services and an hourly rate for services provided in prosecuting the foreclosure action.
6. Plaintiff's contract with Deponent provides for a flat rate fee of \$415.00 for filing the lien and services attendant thereto. The contract further provides for a flat rate of \$150.00 for sending a final pre-foreclosure demand letter. The contract also provides for a flat rate fee of \$1500 for foreclosure matters that are uncontested. However, where the foreclosure is contested or includes defense of counterclaims, the contract provides for an hourly fee. Attached hereto as



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

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

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

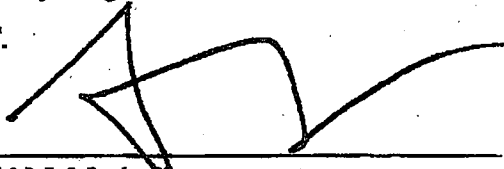
- a. **Nature, Extent, and Difficulty of the Legal Services Rendered:** As stated earlier, this is an action to foreclose an unpaid assessment lien on real property. The case involved complex issues of real property law. The extent of the work performed was necessary to adequately prepare and try these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

- c. **Professional Standing of Counsel:** I am a licensed member of the Bar of the State of South Carolina. I completed law school in 1986. Since graduation, I have served as a Judicial Clerk for a State Supreme Court Justice, have prosecuted civil and criminal violations of State laws and supervised approximately 40 attorneys in a State Attorney General's office, and have spent more than a decade practicing community association law. Since 1986, I have been an active Member of the Bar in state and federal courts in the United States and in the Republic of Palau, and am currently a member of the Charleston County Bar Association, the South Carolina Bar Association, the Community Association Law section of the South Carolina Bar, the Federal District Court for the South Carolina District, and other professional organizations. Approximately 85% of my practice consists of advising clients on community association issues and real property litigation, including foreclosure cases, collection cases, and other land related litigation. Accordingly, I submit that I have a high professional standing in general and in this area of practice.
- d. **Contingency of Compensation.** As recited above, compensation in this case is based on a flat fee and hourly fee arrangement.
- e. **Customary Fee Charged on the Locality for Similar Services.** I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the state of South Carolina, and from my general familiarity with the legal profession that our hourly rate is well within the range of fees customarily charged in this locality for similar services, and the flat rate portion of our fee is less than typically charged for such services.
- f. **Beneficial Results Obtained:** Upon the ruling at after trial in this matter in favor of plaintiff, this attorney will have obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's rights under the Declaration with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiffs' behalf.

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

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

FURTHER DEPONENT SAYETH NOT.



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

Sworn to before me this 26
day of September, 2017



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

McCabe Trotter & Beverly, PC

P.O. Box 212069
Columbia, SC 29221
Phone No.: (803) 724-6000
Fax: (803) 724-6001
Federal Tax ID:

Statement as of 9/25/2017
Statement no 0

Churchill Park
Tiffini Allen
Gold-Crown Management, Inc.
1885 Oak Street
Myrtle Beach, SC 29577

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

Professional Fees

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

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

05/02/2017 TM	Numerous, detailed communications with A. Nix, L. Dukes, Judge Scarborough, Judge Harrington, J. McSweeney, B. Sloane concerning motion to restore, numerous issues raised by Nix, Nix removal by security at annual meeting; review Complaint and other documents relevant to [REDACTED] Nix may raise at hearing; discussion with B. Sloane concerning Nix issues (3.4000); Follow-up with M. Barnett concerning [REDACTED] review and analyze communications from SC Consumer Affairs and update M. Barnett concerning same (0.4000).	3.80	275.00	1,045.00
05/03/2017 TM	Communications with Board concerning direct communications with A. Nix relative to collections issues [REDACTED] review and analyze detailed email from Nix to former Board member Sumner and current President Z. Perry discussing corporate name and billing issues; communications with A. Nix concerning Nix request for a written agreement on the 2016 401) for Nix's files or some other unknown purpose and MTS refusal to provide such document; (2.3000).	2.30	275.00	632.50
05/04/2017 TM	Follow-up with M. Barnett concerning vote and Covenant issues (0.4000).	0.40	275.00	110.00
05/09/2017 TM	Discussion with Investigator John Smith of the SC Consumer Affairs Division concerning Nix claims and issues; compile documents requested by Investigator Smith and submit same (1.1000).	1.10	275.00	302.50
05/10/2017 TM	Review and analyze Nix communications and follow-up with T. Hicks concerning issues with response (0.4000).	0.40	275.00	110.00
05/11/2017 TH	Communicate with Attorney about Motion to Restore. (0.3000).	0.30	275.00	82.50
05/11/2017 TM	Review and analyze decision document from SC Consumer Affairs denying Nix attempt to obtain involvement in corporate identity defense of collection action; communications with T. Hicks concerning Motion to restore and clerk return of fee to restore; (0.2000).	0.20	275.00	55.00
05/15/2017 TM	Verify removal of Motions to Restore from Charleston County Roster and follow-up on case restoration; communication with the Court concerning Restoration Order. (1.1000); Verify removal of Motions to Restore from Charleston County Roster and follow-up on case restoration; communication with the Court concerning Restoration Order. (1.1000).	2.20	275.00	605.00
05/30/2017 TM	Communications with Nix concerning discovery and attention to review of discovery needed for trial (1.1000).	1.10	275.00	302.50

EXHIBIT

20

CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC.

ARB Submission and Request for Review for all Modifications

Lot: 22 Phone #: 843 251-2581 Date: 11/11/2017

Property Address: 1401 NORTHOPE CIRCLE, Mt. Pleasant, SC 29566

Owner(s): ALAN & NORMA NAY

Describe Project: (attach additional sheets as necessary)

① REPLACE FRONT DOOR - SIDE WALK

② REPAIR ROOF - FRONT - SEE NOTES ON ATTACHMENT

Requested Start Date: 19 JULY 2017 Completion Date: 19 JULY 2017 (required within 90 days of ARB approval)

Y/N T/A Date: 11/11/2017
 (Signature of owner required above) **PLEASE EXPEDITE AS AN EMERGENCY - FRONT DOOR /**
ISSUE DUE TO CONSTRUCTION DEFECT - STREET ISSUE

For the Declaration of Covenants, Conditions and Restrictions, and the Architectural Review Board Guidelines of the Churchill Park Homeowners Association.

Please submit the following information with this completed request for review form and \$250 deposit check to Gold Crown Management:

1. Flat (site plan) showing location of project (fence, deck, driveway, roof repair, etc.) with home, lot, driveway, property line encumbrances and setbacks.
2. Color samples, material specs and web sites for reference (if applicable) by the ARB Committee
3. Contractor's proposal; copy of building permit if required
4. Color photos / brochures, detailed drawings, etc. illustrating project with dimensions of structure and materials to be used
5. "Before construction" photos of the area to be modified - Y/N HAVE PICTURES READY

Bundle with clear color tape (not staples) and submit to the preferred ARB submission method; you can also mail your ARB submission package to the address below. Please include your submitted application.

DEPOSIT INFORMATION

\$250 non-refundable deposit (payable to Churchill Park HOA) is required with all requests. The deposit will be held until project completion. Projects must be completed within 90 days of ARB approval. If the project is not completed within the allotted time or deposit may be forfeited. Upon owner request for final inspection the full deposit will be refunded providing project is completed in full compliance with the approved submission. If project does not comply with approved ARB will take the necessary steps for compliance, deposit is subject to forfeiture and owner fines may be assessed.

ARB COMMITTED DETERMINATION

The ARB Committee will make a determination on each request within 30 days after receipt of the completed application, deposit and all required information. Gold Crown Management (GCM) will notify the applicant in writing of the ARB Committee decision. Please do not begin your modification project before receiving written notification from GCM. If you believe your A request is an emergency, and requires expedited handling, please include this with your submission. If you have questions, contact your Community Manager, Marie Barnett at the number below or via email.

Gold Crown Management, Inc.
 Attn: Churchill Park Homeowners Association, Inc.
 1240 Winnowing Way, Suite 102
 Mt. Pleasant, SC 29566
 Office (843) 225-2581 - Fax (843) 273-0811
www.gold-crown.com

Churchill Park ARB 01/01/2017

Handwritten notes:
 TOM,
 PLEASE GET MY RESPONSE TO THIS ARB
 DUE 3 DAYS PER
 11/11

11 July 2017

Alan Nix
1401 Densmore Circle
Mount Pleasant, SC 29465

Churchill Park Homeowners Association, Inc.
c/o Marie Barnett, Gold Crown Management, Inc.
1240 Winnowing Way, Suite 102
Mt. Pleasant, SC 29465

Re: Churchill Park Homeowners Association Inc. ARB submission and Request for Review for all Modifications -- Tracking number -- 1401DENSMOREEMERGENCY07112017

Ms. Barnett.

Please find enclosed the Churchill Park Homeowners Association Inc. ARB Submission and Request for Review for all Modifications. Please treat this as an emergency request as noted on the attached form.

In my opinion, a construction defect, one of more than a few with my house, led to a significantly rotted front door seal which is now causing the door to be unstable. Given the many dangers of living in Mount Pleasant and Churchill Park at Park West currently, I deem this situation a significant safety issue in a number of different areas.

I created a tracking number for this request which is 1401DENSMOREEMERGENCY07112017. Please ensure this tracking number is on all documentation related to this request for simple tracking going forward.

Beyond the two project requests noted on the ARB Submission Form, below is the remainder of the list. I have listed other houses in Churchill Park subdivision for examples as I attempted to do on the actual form.

3. (continued from actual application) Add roof over front porch
 - a. See house at 1108 Willoughby
 - b. See house at 1148 Willoughby
 - c. See house at 1165 Willoughby
 - d. See house at 1128 Knightbridge
 - e. See house at 1145 Willoughby
 - f. See roofing material on bay window at 1104 Densmore for roofing material example
4. Storm Door
 - a. See house at 1112 Willoughby for example
 - b. See house at 1116 Willoughby for example
5. Replace railing around porch
 - a. Most likely replaced with treated spindles
 - b. Potentially bronze railings from Lowes (very expensive, like \$7 a piece but very nice)
6. Brick material on porch and up the main window channel above porch

- a. See sandstone mortarless brick at Lowes
- b. See house at 1221 Knightbridge
- c. See house at 1088 Willoughby
- d. See house at 1065 Willoughby
- e. See house at 1181 Willoughby
- 7. Tile stair risers and porch surface.
 - a. Will match to the best possible degree the mortarless brick color on walls. Potentially a bit darker and brown shade
- 8. Pavers instead of concrete walk
 - a. See house at 1405 Densmore for basic example

I have enclosed check number 697 drawn on Navy Federal for the deposit.

Please:

1. Provide an approval by the ARB Board no later than 18 July 2017. A couple of days earlier would be great so I could order the material on 14 June so it will arrive for the planned 19 July start.
2. Please provide a receipt for the deposit. Please ensure it states the:
 - a. Bank name the check was deposited into
 - b. The bank routing number the check was deposited into
 - c. The bank account number it was deposited into
 - d. A copy of the endorsed check clearly showing the signature of the person that endorses the check
 - e. A copy of the bank deposit slip for the deposit of the check
3. Please have all ARB members sign the project approval form. For each ARB member, please ensure:
 - a. They state the homeowners association legal name for which they serve as an ARB member
 - b. Please have them state when they were elected to the ARB
 - c. Please have them state who nominated them
 - d. If they disapprove of any aspect of the proposal, please have them state the name of the document referenced as well as include a copy of the document with citations on each page related to the disapproval with their name, address, and rationale for disapproval.

Thank you Ms. Barnett for your assistance in coordinating this emergency request with the Churchill Park Homeowners Association, Inc. Architecture Review Board. I look forward to receiving the approval by mail no later than 18 July 2017 and by 14 July 2017 if at all possible.

Best regards,



Alan Nix

Enclosures:

- Churchill Park Homeowners Association, Inc. ARB Submission and Request for Review for all Modifications. Tracking number 1401DENSMOREEMERGENCY07112017

Cc

→ **Todd Musheff
c/o Southern Community Services
3301 Salterbeck Stree, Suite 200
Mount Pleasant, SC 29456**

Churchill at Park West

2850 Ashley Phosphate Rd. Ste B, N. Charleston SC 29418
(Phone) 843-751-4027 (Fax) 843-737-0811

ARCHITECTURAL REVIEW BOARD

Date: 03/09/2017

Name: ALAN NIX*

RE: Disapproved-ARB Denial- Home Modifications

At your request, your Community's ARB has reviewed your submittal for the listed property above. The ARB exists not only to review your construction plans, but to also serve as a clearinghouse for information vital to the construction process within your community.

The following applies to your property:

Address - 1401 BLENHEIM CIRCLE
MT PLEASANT SC 29466

Decision: The request to replace the front door and build a roof over the front porch has been denied due to inadequate information.

1. Provide what type of door/color with pictures provided to have door application reviewed. We will not accept applications listing the other human type of door due to the possibility that it is not the same door installed.
2. Provide contractor plans for the installation of the roof, including all the materials and colors to be used. Again we will not accept the form of other human having this type of roof over their porch for the same reason.
3. The refundable deposit fee is \$250.00 - You only need a \$25.00 deposit.

Conditions: We have included your voided check of \$25.00/Check number 697. Please resubmit with all the information requested and your application will be reviewed again.

- Contractor advertising is strictly prohibited.

Sincerely,

LaShia Dubois

Community Manager - Gold Crown Management

lshia.dubois@gold-crown.com

IMPORTANT: Please be advised that approval from you Community's ARB does not exclude you from obtaining the required permits from appropriate municipalities for your exterior modifications. The ARB is not responsible for obtaining necessary permits, enforcing compliance with applicable building and zoning codes, or ensuring the soundness and quality of any improvement or modification carried out on individual lots in the community.

← PARK WEST
LOGO

FILE COPY
REV'S 11 APR 2017
EXHIBIT
J

897

CHAS. F. [unclear] \$ 2.00

PAID TO THE ORDER OF [unclear]

FRONT 100% CASH

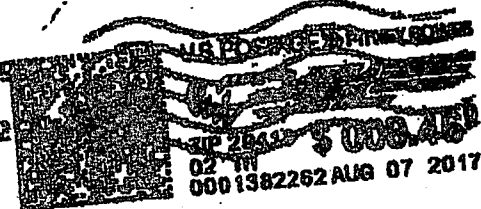
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**GOLD CROWN
MANAGEMENT, INC.**

AAIM®
Associated Association Management Company®
2270 Ashley Phosphate Road, Ste B
North Charleston, SC 29418

CHARLESTON SC 29

10 AUG 2017 PM 2



Alan Nix
1401 Denmore Cir.
Mt. Pleasant SC 29466

334625040



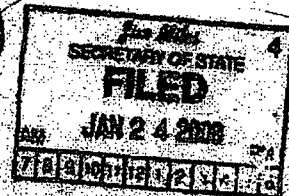
EXHIBIT

21

Dec 31 2015
REFERENCE ID: 1512310923162

Doc 3

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
NONPROFIT CORPORATION
ARTICLE OF INCORPORATION



1. The name of the nonprofit corporation is: Churchill Park Homeowners' Association, Inc.

2. The initial registered office of the nonprofit corporation is:

C. T. Corporation System
75 Beattie Place
Two Insignia Financial Plaza
Greenville, South Carolina 29601

The name of the registered agent of the nonprofit corporation at that office is:

C. T. Corporation System

3. The nonprofit corporation is a mutual benefit corporation.

4. This corporation will have members without certificates of or shares of stock. Each Person who is the Owner of a Lot (as such capitalized terms are defined in the Declaration of Protective Covenants for Churchill Park ("Declaration"), recorded or to be recorded in the Office of the Register of Deeds, Greenville County, South Carolina subject to the Declaration shall be a member and shall be entitled to vote as provided and in the Declaration and By-Laws. ←

5. The address of the principal office of the nonprofit corporation is:

9 Lake Linden Drive, Bluffton, South Carolina 29910

6. Not applicable.

7. Upon dissolution of the mutual benefit corporation the remaining assets, consistent with law, so long as the VA is guaranteeing and/or HUD is insuring any mortgage in the subdivision, and unless otherwise agreed in writing by HUD or VA, as applicable, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. No such restriction shall exist if VA is not guaranteeing or HUD is not insuring any mortgage in the development; provided, however, HUD and/or VA shall be notified of such dissolution.

The Association may be dissolved only upon a resolution duly adopted by the board of directors and the affirmative vote of member who are Owners of not less than two-thirds (2/3) of the Lots (other than the Declarant) and the consent of the Declarant so long as the

Dec 31 2015

REFERENCE ID: A512310923162

Declarant owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration by the Declarant.

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows:

a. Duration. The Association shall have perpetual duration.

b. Purpose and Powers. The association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

(i) In way of explanation and not of limitation, the purposes for which it is formed are:

(1) to be and constitute the Association to which reference is made in the Declaration to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws of the Association ("By-Laws") and as provided by law; and

(2) to provide an entity for the furtherance of the interests of the Owners (as such term is defined in the Declaration) in the development.

(ii) In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or By-Laws, may be exercised by the board of directors:

(1) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of South Carolina in effect from time to time;

(2) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Declaration, including, without limitation, the following:

(a) to fix and to collect assessments or other charges to be levied;

(b) to manage, control, operate, maintain, repair, and improve property subjected to the Declaration or any other property for which the Association by rule, regulation, declaration, or contract has a right or duty to provide such services;

(c) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws;

(d) to engage in activities which will actively foster, promote, and advance the common interests of all Owners of property subject to the Declaration;

Dec 31 2015

REFERENCE ID: A512316923162

[Handwritten signature]

(e) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(f) to borrow money for any purpose;

(g) to enter into, make, perform, or enforce contracts to every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(i) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(j) to provide any and all supplemental municipal services as may be necessary or proper.

(iii) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs above are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Section.

c. Board of Directors. The business and affairs of the Association shall be governed by a board of directors, the number, qualification, and method of election of which shall be as set forth in the By-Laws.

d. Indemnification of Directors. To the extent consistent with the South Carolina Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter be amended, the Association shall indemnify its officers and directors as required by the Declaration and By-Laws. No amendment to or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

e. VA/HUD Approval. As long as the Declarant (as such term is defined in the Declaration) has the right to appoint and remove the directors and officers of the Association as provided in the By-Laws, the following actions shall require the prior approval of the U.S. Department of Veterans Affairs ("VA"), so long as the development is approved by the VA for the guaranteeing of mortgages in the development, and the U.S. Department of Housing and Urban Development ("HUD"), so long as the development is approved by HUD for the insuring of mortgages in the development annexation of additional property to the

Dec 31 2015
REFERENCE ID: 1512310923162

[Signature]

development, except for annexation by Declarant in accordance with Section 9(a) of the Declaration pursuant to a plan of annexation previously approved by the VA and/or HUD, as applicable; mergers, consolidations, or dissolution of the Association; mortgaging of Common Property (as such term is defined in the Declaration); dedication of Common Property to any public entity; and amendment of these Articles of Incorporation.

f. Merger and Consolidation. The association may merge or consolidate only upon a resolution duly adopted by the board of directors and the affirmative vote of members who are Owners of not less than two-thirds (2/3) of the Lots (other than the Declarant) and the consent of the Declarant so long as the Declarant owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration by the Declarant.

g. Amendments. These Articles may be amended only upon a resolution duly adopted by the board of director and the affirmative vote of at least two-thirds (2/3) of the total eligible votes of the members and the consent of the Declarant so long as the Declarant owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration by the Declarant; provided however, no members shall be entitled to vote on any amendment to these Articles of Incorporation for the sole purpose of complying with the requirements of any governmental (including, without limitation, HUD or VA) or quasi governmental entity or institutional lender authorized to fund, insure or guarantee mortgages on individual Lots, as such requirements may exist from time to time, which amendments may be adopted by the board of directors.

9. The name and address of the sole incorporator is as follows:

Amy H. Bray
Hyatt & Stubblefield, P.C.
Peachtree Center, Suite 1200
225 Peachtree St. NE
Atlanta, Georgia 30303

10. Directors are not named in these articles.

11.

[Signature: Amy H. Bray]
Signature of Incorporator

EXHIBIT

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

MARK E. SWANSON, MARY K.
SWANSON, CRAIG M. KOVACS,
JENNIFER L. KOVACS, and
PAMELA A. BRUNSON, Derivatively
on Behalf of MILL CREEK OWNERS'
ASSOCIATION, INC.,

Plaintiffs,

v.

MARIE L. BARNETT, JENNIFER
BERGMANN, JARED O'SAKO,
JOHN BINDER, DEBRA GREEN,
DOUG NICOLL, CARL ATEN, DOES
1-10, Whose True Names Are
Unknown, and D.R. HORTON, INC.,

Defendants,

and

MILL CREEK OWNERS'
ASSOCIATION, INC.,

Nominal Defendant,

MARK E. SWANSON, MARY K.
SWANSON, CRAIG M. KOVACS,
JENNIFER L. KOVACS, and
PAMELA A. BRUNSON, Individually,

Plaintiffs,

v.

MARIE L. BARNETT, JENNIFER
BERGMANN, JARED O'SAKO,
JOHN BINDER, DEBRA GREEN,
DOUG NICOLL, CARL ATEN, DOES
1-10, Whose True Names Are
Unknown, and HARGRAY
COMMUNICATIONS GROUP, INC.,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE 14TH JUDICIAL DISTRICT

Case No. 2016-CP-07-589

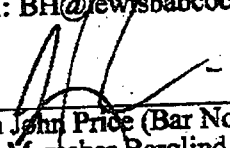
SUMMONS

2016 MAR -8 PM 3:39
CLERK OF COURT
BEAUFORT COUNTY, S.C.

TO: Marie Barnett
c/o Stephanie C. Trotter
McCabe, Trotter & Beverly, P.C.
140 Stoneridge Drive Suite 650
Columbia, South Carolina 29210

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Complaint upon the Plaintiffs or their attorney, Badge Humphries, of Lewis Babcock L.L.P., 2113 Middle Street, Suite 305, Post Office Box 768, Sullivan's Island, South Carolina 29482, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiffs in this action will apply to the Court for judgment by default for the relief demanded in the Complaint.


Badge Humphries (Bar No. 72904)
Lewis Babcock L.L.P.
2113 Middle Street, Suite 305
Post Office Box 768
Sullivan's Island, South Carolina 29482
Telephone: (843) 883-7424
Facsimile: (843) 883-7462
Email: BH@lewisbabcock.com


Justin John Price (Bar No. 77461)
Vaux Marscher Berglind, PA
478 King Street, Suite 4
Charleston, South Carolina 29403
Telephone: (843) 368-9173
Facsimile: (843) 757-2889
Email: Justin.Price@vmblawfirm.com

Sullivan's Island, South Carolina
March 7, 2016

Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE 14TH JUDICIAL DISTRICT

MARK E. SWANSON, MARY K.
SWANSON, CRAIG M. KOVACS,
JENNIFER L. KOVACS, and
PAMELA A. BRUNSON, Derivatively
on Behalf of MILL CREEK OWNERS'
ASSOCIATION, INC.,

Case No. 2016-CP-07-589

VERIFIED COMPLAINT
(Jury Trial Demanded)

Plaintiffs,

v.

MARIE L. BARNETT, JENNIFER
BERGMANN, JARED O'SAKO,
JOHN BINDER, DEBRA GREEN,
DOUG NICOLL, CARL ATEN, DOES
1-10, Whose True Names Are
Unknown, and D.R. HORTON, INC.,

Defendants,

and

MILL CREEK OWNERS'
ASSOCIATION, INC.,

Nominal Defendant,

MARK E. SWANSON, MARY K.
SWANSON, CRAIG M. KOVACS,
JENNIFER L. KOVACS, and
PAMELA A. BRUNSON, Individually,

Plaintiffs,

v.

MARIE L. BARNETT, JENNIFER
BERGMANN, JARED O'SAKO,
JOHN BINDER, DEBRA GREEN,
DOUG NICOLL, CARL ATEN, DOES
1-10, Whose True Names Are
Unknown, and HARGRAY
COMMUNICATIONS GROUP, INC.,

Defendants.

2016 MAR -8 PM 3:39
JENNIFER L. BARNETT
BEAUFORT COUNTY, S.C.
CLERK OF COURT

claims against Hargray Communications Group, Inc. ("Hargray") for aiding, abetting, and procuring the violations at issue pursuant to unlawful agreements and illicit kickbacks to Hargray.

PARTIES, JURISDICTION, AND VENUE

4. Plaintiffs Swansons are residents of Bluffton, Beaufort County, South Carolina, and have been members of the Association by virtue of their purchase and continuous ownership of a Unit in the residential subdivision known as Mill Creek at Cypress Ridge, specifically Lot 60 on the plat entitled "Cypress Ridge Phase 2" by general warranty deed dated September 25, 2006 and recorded October 6, 2006.

5. Plaintiffs Kovacs are residents of Bluffton, Beaufort County, South Carolina, and have been members of the Association by virtue of their purchase and continuous ownership of a Unit in the residential subdivision known as Mill Creek at Cypress Ridge, specifically Lot 50 on the plat entitled "Cypress Ridge Phase 2" by general warranty deed dated September 27, 2006 and recorded October 3, 2006.

6. Plaintiff Brunson is a resident of Bluffton, Beaufort County, South Carolina, and has been a member of the Association by virtue of her purchase and continuous ownership of a Unit in the residential subdivision known as Mill Creek at Cypress Ridge, specifically Lot 81 on the plat entitled "Cypress Ridge Phase 2" by general warranty deed dated March 19, 2007 and recorded April 9, 2007.

7. Defendant Marie L. Barnett ("Barnett") is a current officer (President) and director of the Association, who has been controlled by D.R. Horton, her primary employer, as she has violated duties to the Association and its members.



Annual Meeting

2015

6-24-15

140 Colvin Dr., Bluffton, SC 29910
Amenity Center

Introductions:

Mill Creek HOA

Association Board of Directors:

Marie Barnett, DR Horton, Inc

HOA - President

Jennifer Bergmann, DR Horton, Inc

HOA - Vice President

Jared O'Sako, DR Horton, Inc

HOA - Treasurer/Secretary

Gold Crown Management, Inc., AAMC

Kristi Baldwin, Association Manager

Aaron Hettesheimer

LaShea Dubois, Assistant Manager

Bluffton Police

Officer Branson, Guest Speaker

Officer Brown, Guest Speaker

Homeowner Questions and Answers:

- 1. Is there going to be a stop light at the entrance of Mill Creek? Yes. The contractor has been selected and will start to design the poles which will take approximately 12-15 weeks. Once this phase is completed it will be 3-4 months until the actual install which takes 30 days to complete. Anticipated completion date is September or October.**
- 2. I understand that the contract with Hargray is up in 3 years. Will we renew this contract? Are you looking for a different supplier? Will you use a bidding process? The contract is up in 2020 so it is premature to discuss a renewal of the current contract or bidding process at this time.**
- 3. What is the date that the Mill Creek HOA/ Hargray contract is officially over? 2020**



LAW OFFICES OF
**LEWIS
BABCOCK
GRIFFIN** L.L.P.
LBGLegal.com

Badge Humphries

Licensed in SC, GA, KY, TX, WV
Post Office Box 768
Sullivan's Island, SC 29482
o 843.883.7444 f 843.883.7462
BH@LBGLegal.com

August 26, 2015

VIA HAND DELIVERY AND ELECTRONIC MAIL

→ Mill Creek Owners' Association, Inc.
→ c/o Gold Crown Management, Inc.'s
Bluffton Regional Office
200 Heritage Parkway
Bluffton, South Carolina 29910

→ Mill Creek Owners' Association, Inc.
→ c/o Gold Crown Management, Inc.'s
Charleston Office
→ 2850 Ashley Phosphate Road, Suite B
North Charleston, South Carolina 29418

→ Mill Creek Owners' Association, Inc.
→ c/o Gold Crown Management, Inc.
as Registered Agent
1805 Oak Street
Myrtle Beach, South Carolina 29577

Cypress Ridge at Mill Creek
c/o D.R. Horton, Inc.
214 Argo Circle
Bluffton, South Carolina 29909

Re: Members' Request for Books and Records Pursuant to the South Carolina Nonprofit Corporation Act of 1994 to the Mill Creek Owners' Association, Inc.

To Mill Creek Owners' Association, Inc.:

We write on behalf of Mark E. Swanson and Mary K. Swanson (the "Swansons") as their attorneys to demand the right to inspect and copy the following documents of the Mill Creek Owners' Association, Inc. (the "Association") pursuant to Sections 33-31-1602 and 33-31-1603 of the South Carolina Nonprofit Corporation Act of 1994 (the "Act"). S.C. Code Ann. §§ 33-31-1602, -1603.

Attached as Exhibits 1 through 5 to this letter are true and correct copies of property records showing that the Swansons have been Members of the Association since September 26, 2006 as Owners of a Unit in the residential subdivision known as Mill Creek at Cypress Ridge, specifically Lot 60 on the plat entitled "Cypress Ridge Phase 2."¹

Attached hereto as Exhibit 6 is a true and correct copy of the Declaration and Limited Power of Attorney of the Swansons that authorizes me and others from the law firms of Lewis, Babcock & Griffin, L.L.P. and Vaux Marscher Berglind, P.A. to act on their behalf in connection with this demand. As provided by Section 33-31-1603 of the Act, "[a] member's agent or

¹ See Ex. 1 (Gen. Warranty Deed, Beaufort Cnty., S.C. Register of Deeds ("ROD") Book 02466, Pages 0037-39 (Sept. 25, 2006)); Ex. 2 (Corrective Deed, ROD Book 02873, Pages 2595-97 (July 23, 2009)); Ex. 3 (Decl. of Covenants, Conditions and Restrictions for Mill Creek at Cypress Ridge, ROD Book 02408, Pages 2041-71 (July 17, 2006)); Ex. 4 (Supplemental Decl. of Covenants, Conditions and Restrictions for Mill Creek at Cypress Ridge, ROD Book 02416, Page 0874-76 (July 24, 2006)); Ex. 6 (Am. Decl. of Covenants, Conditions and Restrictions for Mill Creek at Cypress Ridge, ROD Book 02935, Pages 660-61 (Feb. 15, 2010)).

EXHIBIT

24

2014 CP-10-5407

PROOF OF SERVICE

SERVED	DATE	7/25/2012	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	1721 Park West Blvd, Mt. Pleasant, SC 29216 1240 WINDSOR WAY, Mt. Pleasant, SC 29566	
SERVED ON	Churchill Park Homeowners Association, Inc. (Valerie Heald)	MANNER OF SERVICE	Personal
SERVED BY	Joseph Wren	TITLE	P/S

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on

SIGNATURE OF SERVER

ADDRESS OF SERVER

1514 Mathis Ferry Rd
Mt. Pleasant, SC 29569

Rule 45, South Carolina Rules of Civil Procedure, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents, or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF CHARLESTON

CHURCHILL PARK, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

ALAN G NIX and NORMA J NIX, Defendant

Case Number: 2014-CP-10-05407

Pending in Charleston County

TO: Churchill Park Homeowners Association, Inc.

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:

Any and all state and federal tax returns; requests for extension, annual reports or any other documents filed with the South Carolina Department of Revenue by or on behalf of Churchill Park Homeowners' Association, Inc. or any company under which Churchill Park Homeowners' Association, Inc. conducted business as "d/b/a" or any company which Churchill Park Homeowners' Association, Inc.'s filings were consolidated under during the years 2010 until present.

PLACE
Churchill Park Homeowners Association, Inc. / LPPM
1121 Park West Blvd, Mount Pleasant, SC 29466

DATE AND TIME August 4, 2017, 10:00 AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature
Indicate if Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number:

Date

Print Name

Rule 45(3) SCRPC The clerk shall issue a subpoena signed but otherwise in blank, to a party requested, who shall complete it before service.

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and Telephone Number:
Alan G. Nix, 1401 Denmore Circle, Mt. Pleasant, SC 29466-29400

Date

Julie J. Armstrong

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

4 August 2017

2011-CP-10-5407

Churchill Park Homeowners Association, Inc. Subpoena Certification

I, Janelle Alexander, certify that Alan Nix and No one appeared attended the meeting at 1000 on 4 August 2017 as designated in the subpoena dated 24 July 2017 and served upon Churchill Park Homeowners Association, Inc. on 25 July 2017.

Alan Nix arrived at 10:01 (AM) / PM and left at 10:25 AM / PM. The representative, No one appeared for Churchill Park Homeowners Association, Inc. arrived at 9 AM / PM and left at 9 AM / PM.

A certify that I have received a copy of this letter as well as the associated subpoena. I further certify that I am aware this subpoena is a part of an ongoing investigation into a civil matter and potentially a criminal matter.

Consequently, I have been informed that all possible relevant information in my or my company's control must be preserved as well as that I may be called as a witness in this or other proceedings.

Name (Print) Janelle Alexander

Name (Signature) Janelle Alexander

Date 08/04/2017

Witness (Print) Angela R. Tocco

Witness (Signature) Angela R. Tocco

Company (Print) Pak Mail

LPPM, INC
AS WELL AS
ANY BUSINESSES/
COMPANIES THAT
REQUESTED AND USE
MAIL SERVICES AT
PAK MAIL PARK

FILED
2017 AUG - 7 PM 2:18
JULIE J. ARMSTRONG
CLERK OF COURT
BY DS

EXHIBIT

25



Charleston County
Summary (Magistrate)
Court Case Details
Public Index

Charleston County Home Page Clerk of Court Home Page Magistrates Court SC Judicial Home Page Search Tips

Alan Nix VS Churchill Park Homeowner'S Association, Inc					
Case Number:	2017CV1011500354	Court Agency:	Small Claims - North	Filed Date:	02/24/2017
Case Type:	Civil	Case Sub Type:	Summons & Complaint	File Type:	
Status:	Dismissed	Assigned Judge:	Turner, James A	Disposition Judge:	Turner, James A
Disposition:	Dismissed without Prejudice	Disposition Date:	04/18/2017	Original Case #:	
Original Source Doc:		Court Roster:			
Judgment Number:	2017CV1011500354				

Case Parties	Judgments	Tax Map Information	Associated Cases	Actions	Financials		
Click the  icon to show associated parties.							
Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Brown, Catherine	1096 Willoughby Lane Mount Pleasant SC 29466				Defendant		04/18/2017
Brown, Dave	1096 Willoughby Lane Mount Pleasant SC 29466				Defendant		04/18/2017
Churchill Park					Defendant		04/18/2017
Churchill Park At Parkwest, Inc					Defendant		04/18/2017
Churchill Park Homeowner'S Association, Inc					Defendant		04/18/2017
Ct Corp Systems	75 Beattie Place Two Insignia Financial Greenville SC 29601				Agent		02/24/2017
Nix, Alan	1401 Densmore Circle Mount Pleasant SC 29466				Plaintiff		04/18/2017
Riccoboni, Richard	3484 Henrietta Hartford Rd. Mount Pleasant SC 29466				Agent		02/24/2017
Riccoboni, Richard	3484 Henrietta Hartford Rd. Mount Pleasant SC 29466				Agent		02/24/2017

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

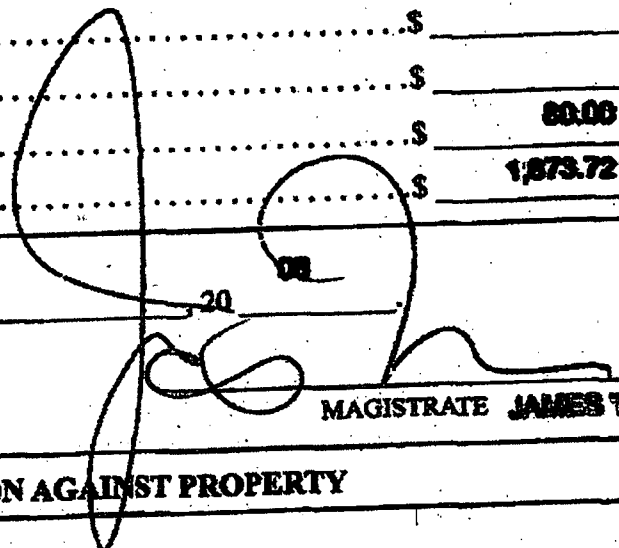
EXHIBIT

26

CASE NO. 2008-SC-87-0151

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)MAGISTRATES COURT
TRANSCRIPT OF JUDGMENT

JUDGMENT AGAINST	ATTORNEY
NAME: THOMAS HARTWELL STACY HARTWELL ADDRESS: 3203 JOHN BARTRAM PLACE MT. PLEASANT, SC 29405	FILED 2008 MAR 21 AM 9:43 CLERK OF COURT J. ARMSTRONG
JUDGMENT IN FAVOR OF NAME: FOXMOOR HOMEOWNERS ASSOC. 3301 SALTERBECK STREET, STE 201 ADDRESS: MT. PLEASANT, SC 29405	
DAMAGES AND COST	
AMOUNT OF JUDGMENT	\$ 1,783.72
INTEREST	\$
ATTORNEY FEES	\$
COST	\$ 80.00
TOTAL	\$ 1,873.72

JUDGMENT RENDERED **MARCH 14,** 20 **08**

MAGISTRATE **JAMES TURNER**

EXECUTION AGAINST PROPERTY

TO THE SHERIFF OF CHARLESTON COUNTY:

The above judgment was docketed in the office of the Clerk of the Court of Common Pleas, County of Charleston, the ____ day of _____, 20 _____.

THEREFORE, WE REQUEST YOU, that you satisfy the said judgment out of the personal property of the said judgment debtor within your County, or if sufficient personal property cannot be found, that out of the real property in your County belonging to such judgment debtor on the day when the said judgment was so docketed in your County, or at any time thereafter, in whose hands soever the same may be, and duly return this execution, according to law, to the Clerk of the Court of Common Pleas for the County of Charleston.

WITNESS, _____ Clerk of the Court of Common Pleas of Charleston County,
this ____ day of _____, 20 _____.

Plaintiff or Plaintiff's Attorney

2008-J6-10-502

08-4537

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CASE NO. 2009-SC-87-2328

2010-CP-10-1008
MAGISTRATES COURT

TRANSCRIPT OF JUDGMENT

JUDGMENT AGAINST		ATTORNEY	
NAME:	STACY P. HARTWELL		
ADDRESS:	3263 JOHN BARTRAM PLACE MT. PLEASANT, SC 29463		
JUDGMENT IN FAVOR OF			
NAME:	FOXMOOR HOMEOWNERS ASSOC, INC.		
ADDRESS:	3301 SALTERBECK STREET, STE 201 MT. PLEASANT, SC 29463		
DAMAGES AND COST			
AMOUNT OF JUDGMENT		\$	4,075.00
INTEREST		\$	
ATTORNEY FEES		\$	
COST		\$	80.00
TOTAL		\$	4,155.00
JUDGMENT RENDERED <u>JANUARY 22</u> , 20 <u>10</u>			
		MAGISTRATE <u>JAMES TURNER</u>	
EXECUTION AGAINST PROPERTY			

TO THE SHERIFF OF CHARLESTON COUNTY:

The above judgment was docketed in the office of the Clerk of the Court of Common Pleas, County of Charleston, the _____ day of _____, 20 ____.

THEREFORE, WE REQUEST YOU, that you satisfy the said judgment out of the personal property of the said judgment debtor within your County, or if sufficient personal property cannot be found, that out of the real property in your County belonging to such judgment debtor on the day when the said judgment was so docketed in your County, or at any time thereafter, in whose hands soever the same may be, and duly return this execution, according to law, to the Clerk of the Court of Common Pleas for the County of Charleston.

WITNESS, _____ Clerk of the Court of Common Pleas of Charleston County,
this _____ day of _____, 20 ____.

Aminda S. Rodenberg
Plaintiff or Plaintiff's Attorney

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MAGISTRATES COURT
TRANSCRIPT OF JUDGMENT

2011-CP-10-4804

JUDGMENT AGAINST	ATTORNEY
NAME: ~~XXXXXXXXXX~~ ADDRESS: ~~XXXXXXXXXX~~	2011 JUL -8 PM 3:57 JULIE J. ARMSTRONG CLERK OF COURT
JUDGMENT IN FAVOR OF	
NAME: ~~XXXXXXXXXX~~ ADDRESS: ~~XXXXXXXXXX~~	
DAMAGES AND COST	

AMOUNT OF JUDGMENT \$ 2000.00
 INTEREST \$
 ATTORNEY FEES \$
 COST \$ 30.00
 TOTAL \$ 2030.00

JUDGMENT RENDERED February 22, 2011

 MAGISTRATE

EXECUTION AGAINST PROPERTY

TO THE SHERIFF OF CHARLESTON COUNTY:

The above judgment was docketed in the office of the Clerk of the Court of Common Pleas, County of Charleston, the _____ day of _____, 20____.

THEREFORE, WE REQUEST YOU, that you satisfy the said judgment out of the personal property of the said judgment debtor within your County, or if sufficient personal property cannot be found, that out of the real property in your County belonging to such judgment debtor on the date when the said judgment was so docketed in your County, or at any time thereafter, in whose handssoever the same may be, and duly return this execution, according to law, to the Clerk of the Court of Common Pleas for the County of Charleston.

WITNESS, _____ Clerk of the Court of Common Pleas of Charleston County
 this _____ day of _____, 20____

[Signature]

CASE NO 2004-SC-87-0134

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MAGISTRATES COURT
TRANSCRIPT OF JUDGMENT

JUDGMENT AGAINST	ATTORNEY
NAME: DOUGLAS DOJAN 801 LONGPOINT RD. ADDRESS: MT PLEASANT, SC 29485	BY _____ CLERK OF COURT 2004 APR 27 AM 11:06 FILED
JUDGMENT IN FAVOR OF NAME: PARK WEST MASTER ASSOCIATION, INC ADDRESS: 300 LONG POINTE LN, STE 200 COLUMBIA, SC 29229	

DAMAGES AND COST

AMOUNT OF JUDGMENT	\$ 2,281 56
INTEREST	\$
ATTORNEY FEES	\$
COST	\$ 55.00
TOTAL	\$ 2,336 56

JUDGMENT RENDERED APRIL 2, 20 04

JAMES TURNER
MAGISTRATE

EXECUTION AGAINST PROPERTY

TO THE SHERIFF OF CHARLESTON COUNTY:

The above judgment was docketed in the office of the Clerk of the Court of Common Pleas, County of Charleston, the _____ day of _____, 20 _____

THEREFORE, WE REQUEST YOU, that you satisfy the said judgment out of the personal property of the said judgment debtor within your County, or if sufficient personal property cannot be found, that out of the real property in your County belonging to such judgment debtor on the day when the said judgment was so docketed in your County, or at any time thereafter, in whose hands soever the same may be, and duly return this execution, according to law, to the Clerk of the Court of Common Pleas for the County of Charleston.

WITNESS, _____ Clerk of the Court of Common Pleas of Charleston County,

this _____ day of _____, 20 _____

Nm Madey

2004-JG-10-865

04-5464

CASE NO 2004-SC-87-0126

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MAGISTRATES COURT
TRANSCRIPT OF JUDGMENT

JUDGMENT AGAINST	ATTORNEY
NAME: CLIFFORD COLLIER 2024 ANDOVER WAY ADDRESS: MT PLEASANT, SC 29464	BY: [Signature] CLERK OF COURT 2004 APR 27 AM 11:06
JUDGMENT IN FAVOR OF	
NAME: PARK WEST MASTER ASSOCIATION, INC ADDRESS: 300 LONG POINTE LN, STE 200 COLUMBIA, SC 29229	

DAMAGES AND COST

AMOUNT OF JUDGMENT	\$ 2,082 10
INTEREST	\$
ATTORNEY FEES	\$
COST	\$ 55.00
TOTAL	\$ 2,137 10

JUDGMENT RENDERED APRIL 2, 20 04

[Signature]
MAGISTRATE JAMES TURNER

EXECUTION AGAINST PROPERTY

TO THE SHERIFF OF CHARLESTON COUNTY:

The above judgment was docketed in the office of the Clerk of the Court of Common Pleas, County of Charleston, the ____ day of _____, 20 ____.

THEREFORE, WE REQUEST YOU, that you satisfy the said judgment out of the personal property of the said judgment debtor within your County, or if sufficient personal property cannot be found, that out of the real property in your County belonging to such judgment debtor on the day when the said judgment was so docketed in your County, or at any time thereafter, in whose hands soever the same may be, and duly return this execution, according to law, to the Clerk of the Court of Common Pleas for the County of Charleston.

WITNESS, _____ Clerk of the Court of Common Pleas of Charleston County,
this ____ day of _____, 20 ____.

[Signature]

2004-JG-10-864

04-5465

CASE NO. 2008-SC-87-1551

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MAGISTRATES COURT
TRANSCRIPT OF JUDGMENT

JUDGMENT AGAINST	ATTORNEY
NAME: THOMAS HARTWELL 3283 JOHN BARTRAM PLACE MT. PLEASANT, SC 29463	BY JULIE J. ARSTRONG CLERK OF COURT
JUDGMENT IN FAVOR OF	
NAME: PARK WEST MASTER ASSOCIATION 1100 PARK WEST BLVD. MT. PLEASANT, SC 29463	
DAMAGES AND COST	

AMOUNT OF JUDGMENT \$ 510.00
INTEREST \$
ATTORNEY FEES \$
COST \$ 80.00
TOTAL \$ 590.00

JUDGMENT RENDERED JANUARY 12 20 07

MAGISTRATE JAMES TURNER

EXECUTION AGAINST PROPERTY

TO THE SHERIFF OF CHARLESTON COUNTY:

The above judgment was docketed in the office of the Clerk of the Court of Common Pleas, County of Charleston, the ____ day of _____, 20 ____.

THEREFORE, WE REQUEST YOU, that you satisfy the said judgment out of the personal property of the said judgment debtor within your County, or if sufficient personal property cannot be found, that out of the real property in your County belonging to such judgment debtor on the day when the said judgment was so docketed in your County, or at any time thereafter, in whose hands soever the same may be, and duly return this execution, according to law, to the Clerk of the Court of Common Pleas for the County of Charleston.

WITNESS, _____ Clerk of the Court of Common Pleas of Charleston County,
this ____ day of _____, 20 ____.

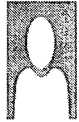
Plaintiff or Plaintiff's Attorney

2007-JG-10-126

FILED

EXHIBIT

B



Mon 5/7/2018 5:22 PM

Alan G. Nix <alan.g.nix@gmail.com>

FW: Memorandum in support

To: Alan G. Nix

Re: cidaris@scourts.org

This message has been replied to or forwarded.

Message

Small Claims Nbr 3 Memo 7 May 2018.PDF (3 MB)

Small Claims Nbr 2 Memo 7 May 2018.PDF (2 MB)

Small Claims Nbr 1 Memo 7 May 2018.PDF (773 KB)

Small Claims Nbr 5 Memo 7 May 2018.PDF (2 MB)

Small Claims Nbr 4 Memo 7 May 2018.PDF (2 MB)

FYSA.

Consider confidential.

Expect additional follow up in near term.

Best regards,

Alan Nix

(m) 843.991.4170

(e) alan.g.nix@gmail.com

CONFIDENTIALITY NOTICE: This email message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or proprietary information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, YOU ARE HEREBY NOTIFIED that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is STRICTLY PROHIBITED. If you have received this email message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

From: Alan G. Nix (<mailto:alan.g.nix@gmail.com>)

Sent: Monday, May 7, 2018 5:14 PM

To: 'Joseph Kaiser' <joseph@kaiserlawsc.com>; kmims@mlawllp.com; rstone@mlawllp.com

Subject: Memorandum in support

Mr. Mims / Mr. Stoney / Mr. Kaiser.

Please see attached which was submitted to Judge Turner this afternoon.

Alan G. Nix RE: still blank screen on SC Sec of State website trying to get docs with my account



FILE MESSAGE ACROBAT

Mon 5/7/2018 5:22 PM

Alan G. Nix <alan.g.nix@gmail.com>

FW: Memorandum in support

To: Alan G. Nix

Bcc: ctdavis@sccourts.org

This message has been replied to or forwarded.

Message Small Claims Nbr 3 Memo 7 May 2018.PDF (3 MB) Small Claims Nbr 2 Memo 7 May 2018.PDF (2 MB) Small Claims Nbr 1 Memo 7 May 2018.PDF (773 KB) Small Claims Nbr 5 Memo 7 May 2018.PDF (2 MB) Small Claims Nbr 4 Memo 7 May 2018.PDF (2 MB)

Alan Nix

(m) 843.991.4170

(e) alan.g.nix@gmail.com

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From: Alan G. Nix [<mailto:alan.g.nix@gmail.com>]

* Next * Last *

Sent: Monday, May 7, 2018 5:14 PM**To:** 'Joseph Kaiser' <joseph@kaiserlawsc.com>; kmims@lmlawllp.com; rstoneyl@lmlawllp.com**Subject:** Memorandum in support

Mr. Mims / Mr. Stoney / Mr. Kaiser.

Please see attached which was submitted to Judge Turner this afternoon.

If I can't send it all at one time it will come in sections. There are five pdfs total.

I will also proof later tonight and let you know if anything appears incorrect.

I will also try to get you a printed copy within the next two days. As you can see, it is a fairly large brief and I ran out of paper this afternoon.

Best regards,
Alan Nix

Alan G. Nix RE: still blank screen on SC Sec of State website trying to get docs with my account



EXHIBIT

C

Alan G. Nix

From: Alan G. Nix <alan.g.nix@gmail.com>
Sent: Tuesday, November 6, 2018 7:12 AM
To: ctdavis@sccourts.org; jsnichols@sccourts.org; jlockemy@sccourts.org
Subject: FW: Memorandum in support
Attachments: Small Claims Nbr 3 Memo 7 May 2018.PDF; Small Claims Nbr 2 Memo 7 May 2018.PDF; Small Claims Nbr 1 Memo 7 May 2018.PDF; Small Claims Nbr 5 Memo 7 May 2018.PDF; Small Claims Nbr 4 Memo 7 May 2018.PDF; Non-Dispositional Decision - Reinstatement of Appeal or Matter (of now consolidated case no. 2018-000174).pdf

Good morning and happy Election Day 2018.

I'm forwarding this email again just so y'all understand where I am coming from. As you can see below, it was sent late afternoon on 7 May 2018. While looking through some emails a little earlier this morning to respond to another court, I came back across this email.

In retrospect, now that I know both offices are located in the same building, and remembering that the attached order came out shortly thereafter, I started wondering a bit while going on my morning walk with my dogs.

Also, I don't see a date filed on the order?

Best regards,
Alan Nix

From: Alan G. Nix [mailto:alan.g.nix@gmail.com]
Sent: Monday, May 7, 2018 5:22 PM
To: Alan G. Nix <alan.g.nix@gmail.com>
Subject: FW: Memorandum in support

FYSA.

Consider confidential.

Expect additional follow up in near term.

Best regards,
Alan Nix

(m) 843.991.4170
(e) alan.g.nix@gmail.com

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From: Alan G. Nix [<mailto:alan.g.nix@gmail.com>]

Sent: Monday, May 7, 2018 5:14 PM

To: 'Joseph Kaiser' <joseph@kaiserlawsc.com>; kmims@lmlawllp.com; rstone@lmlawllp.com

Subject: Memorandum in support

Mr. Mims / Mr. Stoney / Mr. Kaiser.

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Alan Nix

EXHIBIT

D

The South Carolina Court of Appeals

Churchill Park, Respondent,

v.

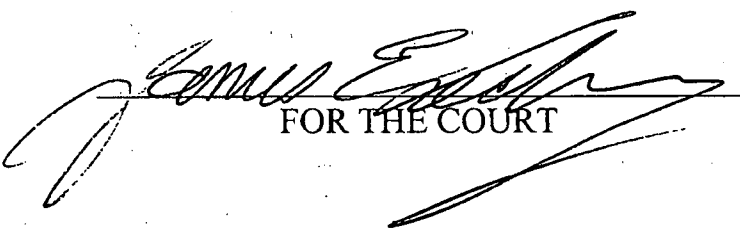
Alan G. Nix, Norma J. Nix and the Estate of Norma J.
Nix, Defendants,

of which Alan G. Nix is the Appellant.

Appellate Case No. 2018-000056

ORDER

This appeal was dismissed without prejudice pursuant to *Hudson v. Hudson*, 290 S.C. 215, 349 S.E.2d 341 (1986); however, this court's review of the filings in this case show that Appellant's post-trial motions that he alleges are pending with the lower court would not toll the time to appeal the final order. Accordingly, this court's dismissal pursuant to *Hudson* was improper, and this appeal is reinstated. We hereby consolidate the appeal in Appellate Case No. 2018-000174 with this case.



FOR THE COURT

Columbia, South Carolina

cc:

Alan G. Nix

Stephanie Carol Trotter, Esquire

Sally C. Newman, Esquire

The Honorable Mikell R. Scarborough

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

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

The Honorable Mikell R. Scarborough, Master in Equity

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

RECEIVED

MAY 30 2019

SC Court of Appeals

Churchill Park, Respondent

v.

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

Of which Alan G. Nix is the Appellant

**Appellate Case Number 2018-000056 &
2018-000174**

PROOF OF SERVICE

The undersigned certifies that a copy of the Appellant's Motion for Clarification, Enter Ruling, and Remand was served upon the individuals listed below by mailing a copy of the same, postage prepaid, in the United States Mail, addressed as shown below this 28th day of May 2019 to:

Ryan McCabe
McCabe Trotter & Beverly

Charleston Legal Access

4500 Fort Jackson Blvd.
Columbia, SC 29209
Mount Pleasant, SC 29464

Attn: Newman and Schreiber
1630 Meeting St.
Charleston, SC 29405

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

Julie Armstrong
Clerk of Court, Charleston County.
100 Broad Street
Charleston, SC 29401

Office of Court Administration
Clerk of Court, Charleston County
100 Broad Street
Charleston, SC 29401

Mark Keel
SC Law Enforcement Division
4400 Broad River Rd.
Columbia, SC 29221

Richele Taylor
Chief Legal Counsel
Governor's Office
1100 Gervais St.
Columbia, SC 29201

Sherri Lydon
US Attorney's Office
1441 Main St.
Columbia, SC 29201

Dated: May 28, 2019

Respectfully submitted,

By:



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

FILE COPY
— STAMP & RETURN

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

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

The Honorable Mikell R. Scarborough, Master in Equity

**Case No. 2014-CP-10-05407
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RECEIVED

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**Appellate Case Number 2018-000056 &
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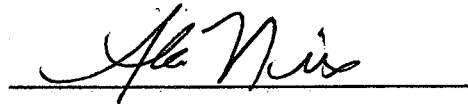
Richele Taylor
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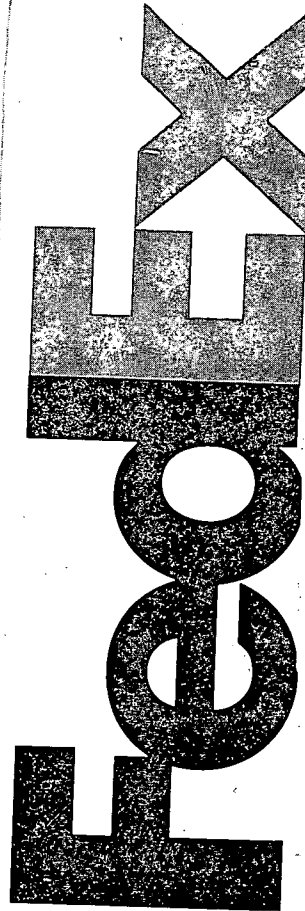
Dated: May 28, 2019

Respectfully submitted,

By:



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1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991.4170
alan.g.nix@gmail.com



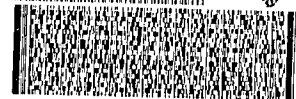
ORIGIN ID: CHSA 0843 991-4170
ALAN GREGORY NIX
1401 DENNDRE CIR
TRENT PLEASANT, SC 29466
UNITED STATES US

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TO SC COURT OF APPEALS
CLERK OF COURT
1220 SENATE ST

COLUMBIA SC 29201

(000) 000-0000



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