

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-In-Equity

Case No. 2019-000205

The Savannah Homeowners Association, Inc.,

Respondent,

v.

Denise H. Jones and LVNV Funding LLC,
Of Whom Denise H. Jones is the Appellant.

Defendants,

RECORD ON APPEAL

RECEIVED
AUG 14 2019
SC Court of Appeals

Denise H. Jones
506-D Arlington Drive
Charleston, South Carolina 29414
843-819-5878
Appellant

Derek F. Dean
147 Wappoo Creek Drive, Suite 604
Charleston, South Carolina 29412
843-762-9132
Attorney for Respondent

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FILED

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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IN THE COURT OF COMMON PLEAS

JULIE J. STRONG
CLERK OF COURT

The Savannah Homeowners Association,
Inc.,

PLAINTIFF,

vs.

Denise H. Jones aka Denise Jones; Midland
Funding LLC-(MFL) Assignee of First America
Natl, and LVNV Funding, LLC,;

DEFENDANTS.

ORDER VACATING SALE, ORDER AND
REPORT OF RECEIPT AND
DISBURSEMENT OF FUNDS, DEED,
JUDGMENT AND DISMISSING CASE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2015-CP-10-03479

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This matter concerns a foreclosure action regarding a mortgage encumbering real property located in Charleston County. On March 31, 2016, a Decree of Foreclosure and Sale, (hereinafter "Judgment"), was issued by this Court. The real property which is the subject of this action was sold at public auction on June 7, 2016. An Order and Report of Receipt and Disbursement of Funds was filed on June 27, 2016, (hereinafter "Report on Sale") and a Deed conveying the subject property to Plaintiff was recorded on July 5, 2016 in Book 0565 at Page 561 in the Office of the Register of Deeds for Charleston County, (hereinafter "Deed").

It appearing that the Plaintiff, now wishes to have the Judgment, foreclosure sale, Report on Sale and Deed vacated and the case dismissed. Now therefore, on motion by the undersigned Attorney for the Plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The foreclosure sale of the subject property is set aside;
2. The Judgment, Report of Sale and Deed are hereby set aside and vacated and, therefore, are void and of no force and effect;
3. The within action be, and the same hereby is, dismissed and ended of record without prejudice;
4. The Lis Pendens pertaining thereto be cancelled on the records of the Clerk of Court for Charleston County, South Carolina; and

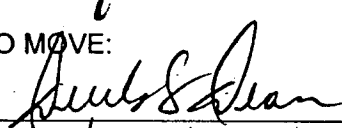
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5. Plaintiff is authorized and permitted to withdraw the original exhibits pertaining to this litigation case, and
IT IS SO ORDERED.


Mikell R. Scarborough
Charleston County Master in Equity

12/19, 2016
Charleston, South Carolina

I SO MOVE:


November 20, 2016

Derek F. Dean
Simons & Dean
147 Wappoo Creek Drive, Ste. 604
Charleston, SC 29412
(843) 762-9132
Attorney for Plaintiff



BP0645481

#PGS:

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

FILED
2017 MAY 16 PM 3:28
JULIE J. ARMSTRONG
CLERK OF COURT

<p>The Savannah Homeowners Association, Inc.,</p> <p style="text-align: center;">PLAINTIFF,</p> <p style="text-align: center;">vs.</p> <p>Denise H. Jones aka Denise Jones; Midland Funding LLC-(MFL) Assignee of First America Natl, and LVNV Funding, LLC;</p> <p style="text-align: center;">DEFENDANTS.</p>

AMENDED ORDER VACATING SALE, ORDER AND REPORT OF RECEIPT AND DISBURSEMENT OF FUNDS, DEED, JUDGMENT AND DISMISSING CASE

C/A NO: 2015-CP-10-03479

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This matter concerns a foreclosure action regarding a mortgage encumbering real property located in Charleston County located at 506 Arlington Dr., Apt. D, Charleston, SC 29414 (hereinafter "Property"). On March 31, 2016, a Decree of Foreclosure and Sale, (hereinafter "Judgment"), was issued by this Court. The Property was sold at public auction on June 7, 2016 to Plaintiff. An Order and Report of Receipt and Disbursement of Funds was filed on June 27, 2016, (hereinafter "Report on Sale") and a Deed conveying the subject property to Plaintiff was recorded on July 5, 2016 in Book 0565 at Page 561 in the Office of the Register of Deeds for Charleston County, (hereinafter "Deed").

It appearing that the Plaintiff, now wishes to have the Judgment, foreclosure sale, Report on Sale and Deed vacated and the case dismissed. Now therefore, on motion by the undersigned

Attorney for the Plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The foreclosure sale, the Judgment, Report of Sale of the Property are set aside and vacated and, therefore, are void and of no force and effect;
2. The Deed recorded on July 5, 2016 in Book 0565 at Page 561 in the Office of the Register of Deeds for Charleston County is hereby set aside and vacated and, therefore, is void and of no force and effect;
3. The Register of Deeds shall reflect in its records that the Property is transferred from The Savannah Homeowners Association, Inc. to Denise H. Jones.
4. The Property being transferred is further described as:

ALL that certain Unit situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit 506D in The Savannah Horizontal Property Regime, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10, etc., South Carolina Code of Laws (1976), as amended from time to time, and submitted by Master Deed, dated October 18, 2000, and recorded in Book A357 at Page 616, with First Amendment to master Deed recorded in Book J368 at Page 555, together with the Amendments thereto, in the RMC Office for Charltoon County, South Carolina. Together with the undivided percentage interest in the General Common Elements of the Property as set forth in the Master Deed referenced with all amendments thereto.

BEING the same property conveyed to Denise H. Jones by deed of Oakland Townhouses, LLC dated June 4, 2001 and recorded in the RMC Office for Charleston County in Book N373 at Page 785.

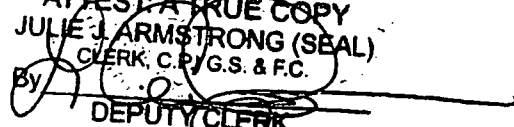
TMS No.: 310-07-00-104

Property Address: 506 Arlington Dr., Apt. D, Charleston, SC 29414.

5. The within action be, and the same hereby is, dismissed and ended of record without prejudice;
6. The Lis Pendens pertaining thereto be cancelled on the records of the Clerk of Court for Charleston County, South Carolina; and
7. Plaintiff is authorized and permitted to withdraw the original exhibits pertaining to this litigation case, and

IT IS SO ORDERED.


Mikell R. Scarborough

ATTEST A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P./G.S. & F.C.
By 
DEPUTY CLERK

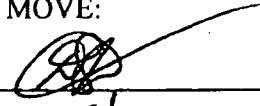
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Charleston County Master in Equity

 2017
Charleston, South Carolina

I SO MOVE:



5/8, 2017

Derek F. Dean
Simons & Dean
147 Wappoo Creek Drive, Ste. 604
Charleston, SC 29412
(843) 762-9132
Attorney for Plaintiff

RECORDER'S PAGE



NOTE: This page MUST remain with the original document

Filed By:

SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
STE 604
CHARLESTON SC. 29412

RECORDED		
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Time:	1:47:58 PM	
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Charlie Lybrand, Register Charleston County, SC		

MAKER:

SAVANNAH HOA

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RECIPIENT:

JONES DENISE H

Note:

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-6519

THE SAVANNAH HOMEOWNERS)
ASSOCIATION, I NC.,)

Plaintiff,)

v.)

DENISE H. JONES and LVNV FUNDING)
LLC,)

Defendants.)

**DECREE OF FORECLOSURE
and ORDER OF SALE**

2019 JUN -2 PM 2:35
CLERK OF COURT

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This matter came before me for a hearing on the merits on November 6, 2018, pursuant to an Order of Reference. Any appeal of this decision is to be made directly to the Supreme Court of South Carolina. Notice of this hearing was forwarded to Defendant Denise H. Jones.

This foreclosure was commenced by the filing of Lis Pendens, Summons and Complaint and a Notice Required by the Fair Debt Collection Practices Act on December 21, 2017. Defendant Denise H. Jones ("Jones") was served on January 19, 2018. Jones mailed to Plaintiff's counsel's office a letter disputing the debt dated February 15, 2018, which was filed with the Clerk of Court February 16, 2018. Plaintiff made a Notice of and Motion to Strike, or for a More Definite Statement regarding such letter, which has been filed of record. Following the hearing on such Motion, Jones was required to file an Answer to Plaintiff's Complain within thirty (30) days of August 30, 2018. Jones mailed a letter, dated September 24, 2018, and without a certificate of service, which was received by Plaintiff's counsel on October 1, 2018, and was not filed with the Court. By letter of Plaintiff's counsel to the Clerk of Court, Jones' letter was filed October 3, 2018. This case has been referred to me for a hearing on the merits.

Based upon the testimony entered at the hearing held November 6, 2018, I now make the following findings of facts.

1. **I FIND** that Jones is/are the record owner(s), and has/have been since June 11, 2001, of that real property commonly known as 506 Arlington Drive, Apartment D, Charleston County,



South Carolina 29414, TMS No.: 310-07-00-104 ("Property").

2. **I FIND** that the Property and its owner(s), Jones, are subject to the provisions of certain documents referred to as the Master Deed Establishing The Savannah Horizontal Property Regime, as amended, recorded at Book A357, Page 616 ("Master Deed"), in the office of the Register of Deeds for Charleston County, and the Bylaws of The Savannah Horizontal Property Regime, as amended ("Bylaws") (Master Deed and Bylaws collectively, "Governing Documents").

3. **I FIND** that the Governing Documents allow for Plaintiff's recovery of attorneys' fees and costs in the event of a legal action.

4. **I FIND** that the property description contained in the Lis Pendens filed by Plaintiff, and attached hereto and incorporated herein as Exhibit A is the proper description of the Property owned by Jones and encumbered by Plaintiff's lien.

5. **I FIND** that Bank of America, N.A., may have or has an interest in the Property as the holder of two mortgages and/or notes thereon (1) in the original amount of \$84,650.00, dated June 4, 2001, and recorded with the Charleston County Register of Deeds June 6, 2001, in Book P373 at Page 103; and (2) in the original amount of \$10,191.00, dated August 15, 2003, and recorded with the Charleston County Register of Deeds September 11, 2003, in Book R466 at Page 878.

6. **I FIND** that Jones is/are in default of his/her/their/its obligations to Plaintiff under the terms of the Governing Documents referred to herein. Jones has/have not paid the past due amounts or kept his/her/their/its obligations to Plaintiff current.

7. **I FIND** that Jones is in default in this action.

8. **I FIND** that Jones was notified of this hearing and appeared pro se.

9. **I FIND** that the subject matter of Plaintiff's action is property located in Charleston County, and that this Court has jurisdiction to render a final decision on the issues raised in the Complaint.

10. **I FIND** that there is due and owing to Plaintiff, as of November 6, 2018, the past due sum of \$4,293.79 (as due from September 2016 only) not including late fees or interest and after crediting all payments made by Defendant, costs in the amount of \$904.76 and attorneys' fees of \$2,446.00. The total due Plaintiff as of this date is ~~\$8~~ 644.55. *not*

11. **I FIND** that based on the issues involved in this case, the experience of counsel, and

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[Handwritten signature]

the result being obtained, a reasonable attorneys' fee is \$2,446.00, together with costs of \$904.76.

12. **I FIND** that Plaintiff has reserved its right to assert, claim and recover any additional attorneys' fees and costs it may incur after the within hearing (excluding any post-hearing fees awarded in the Decree) arising out of or related to the within action.

13. **I FIND** that Plaintiff has waived its right to a deficiency judgment.

NOW, THEREFORE, based on the foregoing findings of fact, it is hereby **ORDERED**, as follows:

1. That immediate judgment is entered in favor of Plaintiff The Savannah Homeowners Association, Inc. and against Defendant Denise H. Jones in the original amount of \$8,644.55, including reasonable attorneys' fees and costs.

2. That judgment of foreclosure and sale is entered in favor of Plaintiff The Savannah Homeowners Association, Inc. and against Defendant Denise H. Jones as to the lien referenced herein with the Court determining that the balance due and owing to Plaintiff is \$8,644.55, including reasonable attorneys' fees and costs.

3. That the Property be foreclosed and the Master-in-Equity, by advertisement according to law, shall give notice of the time and place of such sale, and terms thereof, and shall convey to the purchaser or purchasers a deed to the premises sold; and Plaintiff, or any other party to this action, may become a purchaser at such sale. If, upon such sale being made, the purchaser or purchasers should fail to comply with the terms thereof, the Master-in-Equity may advertise the Property for sale on the next, or some other subsequent Sales Day, at the risk of the former highest bidder shall be a party other than Plaintiff, then the party shall submit upon completion of the sale, a deposit of five (5%) percent. Should the successful bidder fail to comply with his/her/their/its bid within thirty (30) days of the sales date, his/her/their/its deposit shall be forfeited and applied to the costs incurred by Plaintiff in maintaining this action and in selling the Property. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment granted of any taxes or assessments constituting a lien against the Property sold under this Order and hereinafter more fully described. The successful bidder shall pay the costs of deed stamps on said deed.

4. Any future sale of the Property shall be subject to any preexisting mortgage of record.

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5. The Court shall apply the proceeds of the sale as follows:

FIRST: to payment of any liens for taxes due and payable upon the Property to be sold, and any special assessments against such Property, and any taxable disbursements by the attorneys in this action.

NEXT: to satisfaction of Plaintiff's lien, and all costs, expenses and debts arising therefrom.

NEXT: to payment of Plaintiff's attorneys' fees and costs in the amount of \$2,446.00, together with costs of this action in the amount of \$904.76.

6. It is further ordered, adjudged and decreed that in the event the successful bidder is other than the defendant(s) in possession herein, the Sheriff of Charleston County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and to put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and, to keep said successful bidder or his assigns in such peaceable possession. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

7. The following is a description of the Property herein **ORDERED** to be sold:

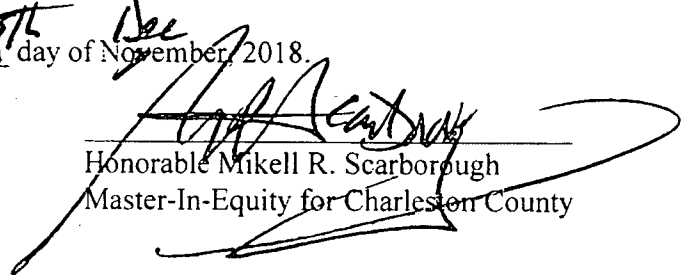
**SEE EXHIBIT A,
ATTACHED HERETO AND INCORPORATED HEREIN**

TMS #: 310-07-00-104

Property Address: 506 Arlington Drive, Apt. D, Charleston, South Carolina 29414

IT IS SO ORDERED this 15th day of November, 2018.

Charleston, South Carolina


Honorable Mikell R. Scarborough
Master-In-Equity for Charleston County

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LEGAL DESCRIPTION

All that certain Unit situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit 506D in The Savannah Horizontal Property Regime, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-21-10, etc., South Carolina Code of Laws (1976), as amended from time to time, and submitted by Master Deed, dated October 18, 2000, and recorded in Book A357 at Page 616, with First Amendment to Master Deed recorded in Book J368 at Page 555, together with the Amendments thereto, in the RMC Office for Charleston County, South Carolina. Together with the undivided percentage interest in the General Common Elements of the property as set forth in the Master Deed referenced with all amendments thereto.

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

Being a portion of the same property conveyed to the grantor herein by deed of Oakland Townhouses, LLC dated June 6, 2001 and recorded in Book N373 at Page 785 in the RMC Office for Charleston County.

TMS #310-07-00-104

Grantee's Address: 506 D Arlington Drive, Charleston, SC 29414

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 THE SAVANNAH HOMEOWNERS)
 ASSOCIATION, INC.,)
)
 Plaintiff,)
)
 v.)
)
 DENISE H. JONES and LVNV FUNDING)
 LLC,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO.: 2017-CP-10-6519

**COMPLAINT
 (NON JURY)
 DEBT COLLECTION, FORECLOSURE,
 BREACH OF CONTRACT,
 RENTS/APPOINTMENT OF RECEIVER**
 (Deficiency Judgment Demanded)

2017 DEC 21 AM 11:45
 CLERK OF COURT

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TO: ABOVE-NAMED DEFENDANTS

COMES NOW Plaintiff The Savannah Homeowners Association, Inc., complaining of Defendants Denise H. Jones and LVNV Funding LLC, would respectfully allege and show unto this Honorable Court as follows:

1. Plaintiff The Savannah Homeowners Association, Inc. ("Association") is a homeowners' association created pursuant to the Master Deed Establishing The Savannah Horizontal Property Regime, as may be amended, and the Bylaws of The Savannah Homeowners Association, Inc., as may be amended, recorded in the Charleston County Register of Deeds, South Carolina.

2. Defendant Denise H. Jones ("Jones") is/are, upon information and belief, (a) resident(s) and citizen(s) of Charleston County, South Carolina, and is/are the record owner(s) of, and has been since June 6, 2001, certain real property commonly known as Unit 506D, The Savannah Horizontal Property Regime a/k/a 506 D. Arlington Drive, Charleston, South Carolina 29414, TMS No.: 310-07-00-104, in The Savannah HPR, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("Property").

3. Upon information and belief, Defendant LVNV Funding LLC, is named as a defendant herein by virtue of its Judgment against "Denise Jones" in the original amount of \$10,791.39 filed July 24, 2008, in the office of the Clerk of Court for Charleston County in case number 2008-CP-10-3111.

4. Upon information and belief, Jones is/are not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act, as amended.

5 The Property referred to above, and its owner(s), Jones, are subject to the provisions of certain documents referred to as the Master Deed Establishing The Savannah Horizontal Property Regime recorded in Book A357, Page 616, as may be amended, (“Master Deed”) and the Bylaws of The Savannah Homeowners Association, Inc., recorded in Book A357, Page 655, as may be amended, (“Bylaws”) in the Register of Deeds for Charleston County, South Carolina.

6 This Court has jurisdiction over the subject matter and parties to this action and venue is proper.

FACTUAL ALLEGATIONS

7. The Master Deed and Bylaws which outline the obligations of Jones to pay the monies owed to the Association are or may be public records filed with the Charleston County Register of Deeds Office, and are incorporated by reference as if stated verbatim herein (Master Deed and Bylaws collectively hereinafter, “Governing Documents”).

8. By accepting the deed to and being a/an owner(s) of the Property, Jones agreed to be bound by the Governing Documents. Thus, the Governing Documents serve as the contract between the Association and Jones because they are an offer by the Association to provide various services for the community where the Property is located, i.e., maintaining the common areas, enforcing the Governing Documents, etc. (hereinafter the “Services”); an acceptance by Jones in the form of his/her/them/it paying monies related to the Property and his/her/their/its use and/or ownership of the Property; and consideration in the form of the mutual obligations between the parties (the Association providing the Services and Jones agreeing to pay the assessments/other charges related to the Services provided).

9. Upon information and belief, Bank of America, N.A., has or may have an interest in the Property as the holder of the mortgage and/or note hereof in the original amount of \$84,650.00, dated June 4, 2001, and recorded with the Charleston County Register of Deeds June 6, 2001, in Book P373 at Page 103; and as the holder of the mortgage and/or note hereof in the original amount of \$10,191.00, dated August 15, 2003, and recorded with the Charleston County Register of Deeds September 11, 2003, in Book R466 at Page 878.

10. On or about July 3, 2017, the Association, via its authorized agent, and pursuant to the authority granted it under the Governing Documents and/or under the provisions of South Carolina statutory or common law, recorded in the official records of the Charleston County Register of Decds, a Notice of Lien ("Lien") on the Property. The Lien includes the assessment delinquency then due, owing and unpaid, together with late fees, filing fees and other costs, accruing prior to the recordation of the Lien in the amount of \$3,234.95. The Association will ask leave of court to amend its Complaint to allege the full amount of the assessment delinquencies, interest, and expenses, including reasonable attorneys' fees and costs, then due and according to proof at the time of trial. A copy of the Lien is attached hereto as Exhibit B and is incorporated by reference herein.

11. Since recording the Lien, Jones has/have allowed such amounts, and those amounts accruing since, to remain unpaid, so that in breach of the Governing Documents as of December 19, 2017, there was the sum of \$6,737.62 due, in assessments, late charges, and other collection costs.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

12. The Association incorporates the allegations of foregoing paragraphs as though fully set forth herein.

13. As stated above, the parties entered into a binding contract/agreement related to Jones's obligations to pay monies owed under the Governing Documents for the Property. This contract was based upon the words, writings and/or conduct of the parties as stated above.

14. Despite repeated notices by the Association to pay the outstanding amount owed related to the Property, Jones did not keep this obligation current, and this constitutes an unjustifiable failure to perform, default and/or breach by Jones of the contract/agreement to pay the Association these monies.

15. As a direct and proximate result of Jones's failure to perform, default and/or breach, the Association has suffered actual, consequential and/or special damages in the form of uncollected regime fees, assessments, attorneys' fees and costs, and other allowable charges owed by Jones in prosecuting this matter and/or enforcing the Governing Documents.

16. Thus, the Association is informed and believes that it is entitled to a judgment against Jones for the monies described in Paragraph 11, plus whatever other damages, charges, attorneys'

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fees and costs are supplemented or amended by the Association before and/or during the trial of this action, and any other relief and/or damages deemed appropriate by the Court.

17. Alternatively, if this Court does not find a contract between the parties, there is, at the very least, an implied contract between the parties that Jones knew or should have known about by virtue of the Governing Documents, which are public records, the deed to the Property and the dealing between the parties.

18. Consequently, in South Carolina, the Association is entitled to recover the damages asserted herein.

19. When Jones owned, used and/or occupied the Property, and/or used or benefitted from the common elements in the community where the Property is located, valuable Services were being rendered by the Association and accepted by Jones. These Services were supplied at the special insistence and request of Jones by virtue of his/her/their/its accepting the deed to and becoming the owner of the Property. Jones expressly and/or impliedly agreed to pay the Association the fair and reasonable value of the Services provided as evidenced by the deed to the Property, the Governing Documents and the dealing between the parties. Even if Jones aver(s) that he/she/they/it did not have actual notice of the Governing Documents, which he/she/they/it did, the Association avers that he/she/they/it had constructive notice of their content and was/were reasonably notified of the Association's expectation that it would be paid for the Services rendered by virtue of their being public records and/or by virtue of copies thereof having been provided for Jones at the closing on the Property.

20. Jones is/are unjustly retaining the benefit of the Services provided by the Association by accepting, using and/or enjoying them without fully paying the Association the fair and reasonable value thereof.

21. The fair and reasonable value of the Services supplied by the Association for which it has not been paid is stated above in Paragraph 11.

22. Thus, the Association is informed and believes that it is entitled to a judgment against Jones for the monies described in Paragraph 11, plus whatever other damages, charges, attorneys' fees and costs are supplemented or amended by the Association before and/or during the trial of this action, and any other relief or damages deemed appropriate by the Court.

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FOR A SECOND CAUSE OF ACTION

Foreclosure

23. The Association incorporates the allegations of the foregoing paragraphs as though fully set forth herein.

24. Jones is/are in breach of his/her/their/its contractual relationship with the Association as set forth above.

25. The Association performed all conditions precedent to the contract which it has with Jones.

26. That at all times pertinent hereto, the Property was owned by Jones.

27. The Association gave Jones regular notice of statements of account for past due homeowners' fees and assessments.

28. As stated above, the Association claims a Lien on the Property.

29. In pertinent parts, the Master Deed states as follows:

Article VI, §6.6:

Each Co-Owner is bound to contribute and shall be assessed . . . pro rata . . . toward the expenses of administration and of maintenance, insurance, repair, replacement, preservation and improvement. . . . All Units shall be subject to a lien for unpaid assessments.

30. In pertinent parts, the Bylaws state as follows:

Article X, Section 10.1:

The Association shall assess each Co-Owner . . . for such Co-Owner's proportionate share of the Common Expenses.

Article X, Section 10.4(b):

If a Co-Owner shall be in default in the payment of an installment upon an assessment, the Board . . . may accelerate the remaining installments . . . , and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice

Article X, Section 10.6:

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A Co-Owner shall be personally liable for all assessments coming due while he, she or it is the owner of a Unit.

Article X, Section 10.7(a):

. . . [S]ums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is lower, from the date when due until paid.

Article X, Section 10.7(b):

All assessments against any Co-Owner shall constitute a lien against the Co-Owner's Unit in favor of the Association. . . . Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payment of all assessments as described in said claim of lien and, in addition thereto, shall secure the payment of subsequent assessments which come due after the filing of the claim of lien and prior to the satisfaction of such lien by foreclosure or otherwise, including interest thereon . . . , together with all costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. The right of the Association to foreclose a lien as aforesaid shall be in addition to any other remedy, at law or in equity, which may be available to it . . . , including the right to proceed personally against any delinquent owner for the recovery of a judgment "in personam". Any personal judgment against any such delinquent Co-Owner may include all unpaid subsequent assessments which come due after the institution of such suit and prior to such Order of Judgment, including interest thereon . . . , together with all costs and reasonable attorneys' fees.

Article X, Section 10.7(d):

In the event that . . . any assessment . . . is received more than ten (10) days after its due date, an administrative fee of Thirty Dollars (\$30.00), or such reasonable amount as may be determined from time to time by the Board . . . , shall be charged to the Member . A separate administrative fee shall be charged for each instance in which payment is received more than ten (10) days after its due date.

31. The Association is entitled to an order of foreclosure of its Lien on the Property for the amount of its account and costs requiring that the Property be sold, and that the proceeds of the sale after deducting all lawful charges and expenses be applied to the debt of Jones, including reasonable attorneys' fees and costs incurred.

32. The Association demands a personal or deficiency judgment against Jones.

FOR A THIRD CAUSE OF ACTION
(Rents/Appointment of Receiver)

33. The Association incorporates the allegations of foregoing paragraphs as though fully set forth herein.

34. Plaintiff is entitled to the appointment of a receiver to collect rents from the Jones, or such other persons as may be occupying the Property, in accordance with Section 27-31-210, S.C. Code of Laws, as amended

Wherefore, Plaintiff The Savannah Homeowners Association, Inc. demands judgment as follows:

A. On its first Cause of Action, Plaintiff The Savannah Homeowners Association, Inc. demands judgment in its favor and against Defendant Denise H. Jones in the amount of \$6,737.62 (or such other amount as may be presented at the trial of this matter), with interest at the legal rate from the date accrued, including reasonable attorneys' fees and costs, together with all assessment payments and fines accruing prior to the time of trial according to proof;

B. On its Second Cause of Action, Plaintiff The Savannah Homeowners Association, Inc. demands: that foreclosure be given to all proper parties; that the Property be sold and that the proceeds used to satisfy the amounts due the Association on its account and for the costs incurred in prosecuting its demands; that the named Defendant(s) or any other party who claims an interest in the Property be compelled to set forth that interest or forever be barred from asserting it; and a personal or deficiency judgment against Defendant Denise H. Jones;

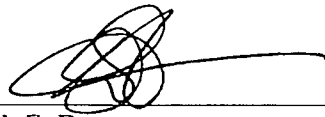
C. On its Third Cause of Action, Plaintiff The Savannah Homeowners Association, Inc. demands the appointment of a receiver to collect rents from the use and/or lease of the Property;

D. Reasonable attorneys' fees and costs;

E. Costs and disbursements of this action; and

F. For such other relief as this Court deems just and proper.

[Signature on following page]



Derek F. Dean
SIMONS & DEAN
147 Wappoo Creek Drive, Suite 604
Charleston, South Carolina 29412
843-762-9132
Attorneys for Plaintiff

12/19, 2017
Charleston, South Carolina

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NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, as amended

1. The amount of the debt is stated in Paragraph 11 of the Complaint attached hereto.
2. Plaintiff, as named in the attached Summons and Complaint, is the creditor to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copy of the Notice of Lien/Lien of Record attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor, within thirty days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm. That Creditor is: The Savannah Homeowners Association, Inc.
6. Written requests should be addressed to Derek F. Dean, Esquire, SIMONS & DEAN, 147 Wappoo Creek Drive, Suite 604, Charleston, South Carolina 29412.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

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EXHIBIT A

All that certain Unit situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit 506D in The Savannah Horizontal Property Regime, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-21-10, etc., South Carolina Code of Laws (1976), as amended from time to time, and submitted by Master Deed, dated October 18, 2000, and recorded in Book A357 at Page 616, with First Amendment to Master Deed recorded in Book J368 at Page 555, together with the Amendments thereto, in the RMC Office for Charleston County, South Carolina. Together with the undivided percentage interest in the General Common Elements of the property as set forth in the Master Deed referenced with all amendments thereto.

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

Being a portion of the same property conveyed to the grantor herein by deed of Horace A. Rooke dated August 25, 2000 and recorded in Book U353 at Page 576 in the RMC Office for Charleston County.

TMS #310-07-00-107

Grantee's Address: 506 D Arlington Drive, Charleston, SC 29414

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BP0649253

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

NOTICE OF LIEN

YOU WILL TAKE NOTICE that The Savannah Homeowners Association, Inc., does hereby file the within Notice of Lien in connection with The Savannah Homeowners Association, Inc. in the sum of \$3,234.95 (representing unpaid regime fees, late fees/interest, \$10.00 for filing fee & other costs and fees) justly due and owing The Savannah Homeowners Association, Inc. which has not been paid, upon the premises described herein below and carried in the records of the undersigned in the name of Denise H. Jones. The premises affected by the lien is described as follows: Unit 506D, The Savannah Horizontal Property Regime a/k/a 506 D. Arlington Drive, Charleston, SC 29414, TMS No.: 310-07-00-104.

In witness whereof, The Savannah Homeowners Association, Inc. has hereunto set its hand and seal by its undersigned representative, this 27 day of June, 2017.

WITNESSES:

**THE SAVANNAH HOMEOWNERS
ASSOCIATION, INC.**

Cu Rul
1st Witness

[Signature]
By: Derek F. Dean
Its: Attorney

Brenda Casey
2nd Witness

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RECORDER'S PAGE



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

Filed By:

SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
STE 604
CHARLESTON SC 29412

RECORDED		
Date:	July 3, 2017	
Time:	9:30:56 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0649	253	Notice/Ln
Charlie Lybrand, Register Charleston County, SC		

MAKER:

JONES DENISE H

of Sats: # of Pages:
of References:

Note:

RECIPIENT:

SAVANNAH HOA

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

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1 sheriff. Put-out was scheduled. Put-out was supposed
2 to be September 22, 2016.

3 As that date was approaching, John Kelchner,
4 who's with the Hutchens Law Firm and the Court knows
5 well, approached me on behalf of my client, he
6 represented Ms. Jones's lender. For whatever
7 reason -- I never got the full story, it's not
8 important, I don't really care -- the bank decided to
9 step in and settle the debt.

10 THE COURT: Okay.

11 MR. DEAN: They -- we negotiated. My client
12 was owed around 30,000 by that time. We negotiated
13 back and forth. The bank ended up paying \$25,000 on
14 Ms. Jones's behalf. I have a letter from Mr. Kelchner
15 dated September 21, 2016, as well as associated e-mail
16 correspondence back and forth between myself and Mr.
17 Kelchner detailing those negotiations.

18 We accepted it or the HOA accepted the
19 payment, and then the order vacating the judgement was
20 entered setting aside the sale and ultimately, the HOA
21 turned around and deeded the property back to Ms.
22 Jones via quitclaim deed. So the operative date for
23 that settlement was September 1, 2016.

24 THE COURT: Okay.

25 MR. DEAN: So when we look at the statement

1 of account -- and I have Amanda Barnes here with me,
2 she's with Sentry Management, she's obviously prepared
3 to testify to the debt -- but when we look at the
4 beginning balance on this statement, this statement
5 starts on January 1, 2017, okay? And it starts with
6 the January assessments, 222.15.

7 However, there's an adjustment immediately
8 after that where they went back and captured those
9 assessments from the date of the settlement forward.
10 There was an accounting discrepancy, and I said, no,
11 no, no, wait a minute, you guys -- we settled this
12 case effective 9/1/2016, you've got to go back and add
13 those fees onto Ms. Jones account. So they did that
14 and it was about \$800. And then they made her another
15 assessment and they actually issued a credit.

16 So those September, October, November,
17 December of 2016, that was \$861.52. And then from
18 January again of 2017 up until September of 2017, she
19 didn't make any payments. So by that time, she
20 already had a balance of over \$5,000, Your Honor.
21 Then she started making some payments. And so she's
22 continued to -- there's been this debt accrued. Now,
23 I think if you look at the answer that Ms. Barnes
24 filed, I think her position is going to be, well,
25 Savannah Homeowners Association legally owned the unit

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1 your regime payment, this will be what you're required
2 to pay as far as roof assessments or anything. I
3 wasn't given any notice. I didn't get anything until
4 February of 2017, which said I had a balance of
5 1,263.62, which included fees, reverse assessments
6 from September. And so I wasn't even aware of what
7 was required of me.

8 And also, between 2016 and 2017, there was an
9 increase in the assessment. I wasn't even notified to
10 say there was an increase in the assessment. Sentry
11 just did not contact me. They had not been in contact
12 with me. So when I finally did get this notice, I'm
13 shocked, because they did send a statement which shoed
14 that my balance had been zero. Because that's what I
15 got initially, your balance is zero. So I'm thinking
16 I'm starting off fresh, good, we can go forward. And
17 then I get this notice in February, no, you owe us
18 1,200 and some odd dollars.

19 Okay. So we were -- I was in contact with --
20 I couldn't contact -- I had to be in contact with
21 Attorney Dean. So I'm in contact with them trying to
22 come up with some type of payment arrangement. That
23 just -- it just lingered. We never came to agreement.
24 Okay. Then as I was actually going over having to do
25 the answer, as you properly told me to do, I noticed

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1 that in the bylaws, Article 10, Section 10-6, it
2 mentioned that the homeowner is personally responsible
3 for all assessments coming due while he, she, or it is
4 the owner of the unit. It had mentioned that I was
5 the owner at the time, and I was not the owner all
6 that time, but they had had ownership of it for that
7 period of time.

8 So therefore, I said according to governing
9 documents that they established as governing documents
10 for this case, then I would not be responsible,
11 because I wasn't the owner. So I then looked at my
12 payments from June of -- June of 2017, because they
13 had it through May, June of 2017 to present. And I'm
14 not sure, but I did list out all my payments that I
15 had made, what was due and what I had made. And
16 basically, the balance came to \$334.73. And then I
17 made an additional payment since this time of \$325.

18 Also, since I left here, I have made
19 additional \$100 payments more than the base -- my base
20 requirement as a means of addressing the missed -- I
21 had missed a month -- two months. So as a means of
22 catching up, I started making extra payments.

23 THE COURT: Okay.

24 MS. JONES: That was something that was
25 noted, so I did.

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1 THE COURT: And what is the current monthly
2 assessment figure, do you know that?

3 MS. JONES: My current monthly assessment
4 figure is \$224.66.

5 THE COURT: 224.66. And so for -- we're now
6 in the November of '18. Are you current for '18, or
7 you said you missed a couple of payments in '18; is
8 that right?

9 MS. JONES: I did miss a couple of payments,
10 but I also made \$100 extra, the last two extra. So I
11 would say I'm probably a month plus off.

12 THE COURT: All right. Just for '18?

13 MS. JONES: Just for '18.

14 THE COURT: All right. Okay. So I'll have
15 to make a ruling, but I wanted to explore with you
16 something. The order vacating the deed, the one I've
17 got in front of me is the amended order vacating the
18 deed. That was the one from May, I guess was recorded
19 in June of '17. That seems to be the genesis of our
20 dispute here, but when that order was vacated, I'm
21 reading from Page 2 of the order, Paragraph 1,
22 "Foreclosure sale: The judgement for the sale are set
23 aside and vacated and are void and have no force and
24 affect."

25 So the gist of that, Ms. Jones, is really as

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1 if it never happened. Okay? So this is sort of a
2 legal -- and I understand your argument that during
3 that time period there was a deed of record, but
4 apparently, by virtue of the prior case in which the
5 matter was settled between the HOA and the mortgage
6 company, the gist of that, as best I can understand,
7 was that they agreed to vacate the HOA foreclosure
8 sale as if it never happened.

9 So while the title was down there having
10 changed hands at what we now call the ROD, the
11 Register of Deeds, it was the RMC back then, once that
12 order is vacated, it's as if it never happened,
13 legally, okay? It did happen in fact.

14 MS. JONES: Okay.

15 THE COURT: But it's as if it never happened
16 legally. I think this is the point of y'all's
17 contention is what best I can tell. But I just want
18 you to know that. So the legal status of vacating the
19 deed is to say it's as if it never happened, it's gone
20 away. And so title would not have been vested in the
21 HOA from a legal perspective.

22 And what Mr. Dean is saying is that in fact
23 you were in possession of the premises all that time
24 period and blah, blah, blah, so forth. So that's
25 their argument. I just want you to be aware of that.

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1 Because "vacate" is not something that a non lawyer
2 would typically -- not a term a non lawyer would
3 typically use. And in fact, plain lawyers wouldn't
4 use that term either, but in this context in this
5 courtroom, we typically will vacate certain things.
6 It's designed to be as if it never happened, okay? So
7 I want you to be aware of that. All right. That may
8 be the genesis of where we are.

9 Other than that, I came in here today fully
10 expecting to sort of have an accounting issue. We
11 need to figure out what's the amounts that are due.
12 We got to figure out when that due date starts and
13 what's the status today, what's been paid. That's the
14 accounting aspect of the case. So I just want you to
15 be aware of that, okay? And I don't know where or how
16 that changes your thought process on the thing, but I
17 just want you to be aware of that. So from a legal --
18 I'm just telling you this that from a legal
19 perspective, it would be -- from the Court's
20 perspective, it would be as if it didn't happened,
21 okay? I'm not saying it didn't happen, I'm just
22 saying from a legal perspective. Once it's vacated,
23 it's removed of record as if it didn't happen, void
24 and of no force and effect, okay?

25 MS. JONES: Despite the fact that the records

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1 show it.

2 THE COURT: That's right.

3 MS. JONES: Okay.

4 THE COURT: I don't think I think the
5 argument would be: Did you ever change your position
6 or move out or anything like that in the meanwhile?
7 What I'm hearing is that, no, that didn't happen, that
8 you intended to stay in the premises, that's what Mr.
9 Dean is arguing to me, arguing to me for. But that
10 would be -- that's the challenge in here.

11 I do most all the foreclosures in Charleston
12 County, many of them get resolved, okay? And Even
13 after I've issued a judgement in the case for the
14 property to be foreclosed, I'll get -- the parties
15 will settle the case, and what I'll get is a standard
16 settlement, revoke the foreclosure decree, the lis
17 pendens, cancel the lis pendens, and it's just as if
18 the case didn't happen, it's resolved.

19 And the reason for that, if you want to know
20 the underlying basis for it, the reason for that is:
21 In this state, you're deemed to be the owner of the
22 property until such time as the foreclosure goes
23 through, okay. And so we call that the equitable
24 right of redemption. And the owner always has the
25 right to redeem his property up until the time of

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1 sale. Once the sale goes through, that's when the
2 redemption goes down. The redemption period ends
3 because barring -- the bar of redemption, the
4 equitable right of redemption is barred. And up until
5 that point in time, in this state, the owner, the
6 property owner, the titleholder is entitled to pay
7 that thing off and be done with that.

8 That's different from the states of North
9 Carolina, State of Georgia, those states are different
10 states. We're a titleholder state, so the owner is
11 entitled to redeem their property and get the title
12 back free and clear.

13 In this particular case, y'all, they vacated
14 the order. And again, we're not going to try that
15 case necessarily, but it's a fact in this case on a
16 basis of when to start the clock ticking is really
17 what it boils down to. So once they vacated that
18 order, it's as if it didn't -- legally, it's as if it
19 didn't happen. That's really what I'm trying to get
20 at. So that's part of our dispute, not all of it, but
21 that's part of the dispute.

22 So when does the clock start ticking is one
23 of the issues that the Court has to decide. I just
24 want you to be aware of that. And then I want to make
25 sure that they properly credited whatever payments you

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1 and if we get there.

2 THE COURT: Okay. All right. Do that by way
3 of affidavit.

4 MR. DEAN: And I have it.

5 THE COURT: Okay.

6 MR. DEAN: Yes, sir.

7 THE COURT: Okay. All right. Very good.
8 And then same question to you, Ms. Jones: Any
9 questions of Ms. Barnes just to follow up the
10 accounting that we just did? Any questions in how
11 that was -- how that number came to be, calculation of
12 that 9,772 number?

13 MS. JONES: (Shakes head indicating a
14 negative response.)

15 THE COURT: Okay. Very good. All right.
16 Ms. Barnes, thank you very much. You may step down.
17 Watch your step over there.

18 MR. DEAN: Your Honor, do you want me to
19 submit those affidavits now?

20 THE COURT: Sure.

21 MR. DEAN: So I have an affidavit of debt and
22 I have an affidavit of attorney's fees and costs.
23 They're basically the same.

24 THE COURT: Did your affidavit of debt come
25 to that 97 or that 71 figure?

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1 Ms. Jones --

2 THE COURT: Let me stop you.

3 MR. DEAN: Yes, sir.

4 THE COURT: This correspondence had
5 everything to do with the prior lawsuit, right?

6 MR. DEAN: The prior lawsuit. It basically
7 is: Here's the negotiations, all right, we've got a
8 deal. The writ of assistance had been put out, the
9 eviction, for lack of a better word, or cancelled,
10 this is the effective date.

11 THE COURT: Okay.

12 MR. DEAN: So that it ties into why those
13 four months were put back on the deal.

14 THE COURT: Okay.

15 MR. DEAN: Because during that process,
16 Sentry wasn't doing anything, because we were trying
17 to get the deed done or get that amended order filed,
18 and it got rejected one time, and so we were just in a
19 holding pattern.

20 The only other thing I would say, Your Honor,
21 is Ms. Jones has put -- talks about, she didn't get
22 notice, and nobody sent her anything. Two points:
23 She's owned this unit since 2001. She's clearly paid
24 in the past. The last case wasn't seeking 14 years
25 worth of dues. So she knows she has a regular,

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1 ongoing, monthly obligation.

2 Number two, and I can brief it, if Your Honor
3 is inclined, if you want me to, but there is case law
4 that says, she's legally on notice of the requirement
5 to pay and she has a duty of inquiry. If she's not
6 getting a notice, she needs to say, hey, guys, I'm not
7 getting a bill, what's going on?

8 She started getting new letters from me
9 February 10, 2017. This is two months after -- well,
10 six months after the effective settlement date, but
11 you know, she was on notice. She could have picked up
12 the phone and called me.

13 And as a matter of fact, there were
14 negotiations, Your Honor. She knew. She had hired
15 Karen DeJong to try to work out a payment plan with
16 it. We never worked it out. We went back and forth
17 with letters in March, a responsive letter. Filed a
18 lien, sent her the notice of lien. So she knew she
19 owed these sums. You can rest on your own laurels.
20 And that's why we're here today, unfortunately.

21 THE COURT: The -- I should have asked Ms.
22 Barnes this: When is the payment due and when is it
23 considered late, the monthly assessment?

24 MS. BARNES: Their payment is technically due
25 on the first of each month, and I believe it's ten

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1 THE COURT: Thank you, ma'am. And then once
2 again, your full name and address for me, Ms. Jones.

3 MS. JONES: Denise Jones, Denise H. Jones,
4 506 Arlington Drive, Charleston, South Carolina,
5 29414.

6 THE COURT: Thank you, ma'am. All right.
7 Ms. Jones, tell me what you want to tell me. Let's
8 talk about the late fees and just how we get started
9 and where we are. So my understanding is from the
10 plaintiff's standpoint, they're looking for
11 assessments from September of '16 forward, okay?

12 MS. JONES: Uh-huh.

13 THE COURT: So I just want you to -- let's
14 talk about that.

15 MS. JONES: Okay. As I've been saying, I was
16 not aware of any settlement from September through
17 February, September 2016 through February of 2017.
18 I'd gotten no notification of any sorts. In trying to
19 contact Sentry, I was told that they could not talk to
20 me. So I could get no information. I did not know to
21 go to Attorney Dean for information.

22 Once I received notification from Attorney
23 Dean in 2017 and we began to talk about what was due
24 per -- once I got the statement from Sentry and it
25 showed the reversal and the things like how it went

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1 from zero and it just escalated so quickly, and I get
2 an explanation of that in talking with him about that.
3 It was established as we spoke -- which wasn't
4 recorded -- it was established as we spoke that an
5 agreement needed to be satisfied before payments were
6 done, not to just send payments, but to have some type
7 of payment plan in place.

8 THE COURT: Okay.

9 MS. JONES: Which delayed me making payments.
10 I wasn't trying not to make payments, I just -- I was
11 advised, you need to have a payment plan in place.

12 THE COURT: Okay.

13 MS. JONES: But after so much delay, I
14 realized, because it takes -- after I would
15 correspond, then it takes time for it go to the -- he
16 has to go to the association -- the HOA as far as what
17 I'm wanting to do and they have to approve, and it was
18 a process over time. The Communication wasn't direct,
19 and so it was a matter of waiting for the board to
20 meet or waiting -- so there was this time delay.
21 Nevertheless, in August, I sent payment to Attorney
22 Dean of \$500, \$500.03. And that was August 24th.

23 THE COURT: We're now in '16?

24 MS. JONES: 2017.

25 THE COURT: '17. All right.

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1 MS. JONES: 2017. Because once '16 was done,
2 I had no contact with anyone until '17, February of
3 2017.

4 THE COURT: Okay.

5 MS. JONES: And then with the negotiations
6 going back and forth, nothing was concluded. So by
7 August, I sent a payment of \$500.03. And that was in
8 consideration of the roof assessments and regime fee.
9 And then I sent another payment in October of \$569.30
10 for 2017. And then there was some other -- I didn't
11 send any other payments for the remainder of that
12 year. Some repair issues, expenses that came up, and
13 I wasn't able to send any.

14 THE COURT: 569.30 would have been sent when?

15 MS. JONES: That was sent October 2nd.

16 THE COURT: Okay. Got it.

17 MS. JONES: The only roof assessment I was
18 aware of was the one that was set in January of 2013,
19 which was to go through February 2017. And so I was
20 not aware of the new roof assessment, because I never
21 received notice of that, and I'm finding listening
22 today that there was a lot of correspondence that I
23 did not receive, because I was probably removed from
24 Sentry's list, and I was not included. Now, as I --
25 probably within this year, I've started to receive

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1 make payments, there's a payment arrangement -- well,
2 you can make payments online. I was able to make
3 payments online, and then I was revoked, my rights to
4 that were revoked. But having to go through the
5 attorney's office delayed my payments, which would
6 have caused them to post later, because I had budgeted
7 how much I can spend at certain times of the month, so
8 I couldn't send it. If I could have paid it online
9 immediately, they would have gotten it immediately,
10 but because it had to go through another channel, then
11 they were receiving those payments late.

12 THE COURT: Okay.

13 MS. JONES: Let's see. I -- I don't think I
14 should be responsible for September through -- the
15 2016 payments. I wasn't made aware of the
16 correspondence or the settlement -- the settlement
17 between my mortgage attorney and Attorney Dean, the
18 amount was this, and it had showed zero, and if it had
19 just if I had just gotten notification to say, come
20 January, you owe 242.62, it would have been a clean
21 slate, and that's what I was looking forward to. I
22 knew that once the -- because the sheriff had come to
23 my house to tell me to leave.

24 THE COURT: Right.

25 MS. JONES: And the only way I knew that

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1 something had started in the mix was because that
2 attorney contacted me to say that the order had been
3 dropped, that I didn't have to get out of my house.

4 THE COURT: Okay.

5 MS. JONES: Which was probably the day before
6 or the day, something like that. So that was my only
7 notification, which was September 20, 21st.

8 THE COURT: I got it.

9 MS. JONES: So having not received anything,
10 I was looking forward to starting off with a clean
11 slate with the settlement with the bank.

12 THE COURT: Okay.

13 MS. JONES: And I was ready to start my
14 payments, but then this threw me back. And then
15 having to go through negotiations and waiting and the
16 whole wait -- you need a payment plan in place because
17 we need to know what you're going to agree to pay.
18 You have to -- that has to be confirmed by the
19 homeowners association, the delay, the delay, the
20 delay. And then having interest and attorney's fees
21 and all these things. And if it wasn't -- if it
22 wasn't given to an attorney, those extra fees, that
23 wouldn't have happened. That's extra fees that I'm
24 having to take on when I wasn't even aware. There was
25 that, you're delinquent, January and you're already

1 delinquent. I'm like, wait a minute, it's zero.

2 No, because you're three months behind,
3 September -- this has totally caught me off guard. It
4 was totally -- I wasn't aware. So now I have no
5 direct contact. I can't make my payments directly,
6 easily, and then it's elevated.

7 I'm expected be able to start my \$200
8 payments per month, and that's what I was prepared to
9 do. And then it ballooned again, and I just feel as
10 if sometimes I just -- I've been, with the homeowners
11 association, just pushed and pushed. And I don't know
12 why. It's just like there's no -- there's not a
13 reason. They're not being reasonable, you know, to
14 me. I mean, why not send me a notice to say, this is
15 what you have to pay in January.

16 THE COURT: They did send you one in January,
17 did they not?

18 MS. JONES: No, they did not. My first
19 notice was in February. This is what I'm saying. And
20 I couldn't get information from Sentry or anyone else.

21 THE COURT: Okay.

22 MS. JONES: I didn't get anything until
23 February, and when I did, it's \$1,200.

24 THE COURT: That was from Sentry or that was
25 from Mister --

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1 you, I see what's gotten us here. Ms. Jones, it would
2 be the ruling of the Court that in fact you would owe
3 the moneys from the time when legally or factually the
4 title was in the name of the HOA. And the reason for
5 that is y'all had a -- for whatever reason, a
6 settlement was reached. The gist of the settlement
7 was that -- and I don't know how this came about, it
8 just came about. All I know is it happened. And so,
9 in return for the sum of \$25,000 the HOA gave up some
10 claim of probably close to another \$5,000. It was
11 somewhere around 29, \$30,000. So they gave up a claim
12 of some \$30,000 and resolved that case for the sum of
13 \$25,000, deeded the property essentially back to you,
14 got it back into your hands and your end.

15 And so as a matter of law, essentially,
16 you've never been dispossessed of the property. I
17 think that's what the argument that Mr. Dean is trying
18 to make. And I'm not going to say that the argument
19 is disingenuous. It is that sometimes the law creates
20 things that don't comport with what actually happened,
21 okay? I sign these orders sometimes, and it's as if
22 nothing ever happened. And I might have been
23 litigating that case for three years, okay? So I just
24 have to live with that.

25 If the parties come to a settlement or

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1 resolution, and I think it's fair and equitable and in
2 the best interest of the parties, I'm going to approve
3 it, okay? So that's just kind of the way we work.

4 Here's where I really have a problem and that
5 is the negotiation issue. Y'all are -- I shouldn't
6 say negotiation. Communication issue is really what
7 goes wrong here. Your inability to communicate
8 directly with the HOA is the genesis of a lot of our
9 problem here, But that's their policy, and so
10 that's -- once it gets to the tune of litigation, it's
11 not unusual at all for a party to turn all
12 communication over to their lawyers. It's just what
13 they do, okay? It's -- believe it or not, it
14 generally helps things to get resolved as opposed to
15 not be resolved. So that's just been one of the sad
16 things I'm seeing in this particular case.

17 I can understand how when you had received an
18 assessment from the HOA saying you owe \$1,200, and
19 then, Mr. Dean, I don't know, this must be a typo, but
20 your cover letter says you owe 2,840?

21 MR. DEAN: It was 1,840, and then after I
22 sent the letter, they backed out the roof assessment
23 and spread it out over time.

24 THE COURT: Right, right. And so \$1,840 was
25 on the document, 2,840. So that's why numbers are all

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1 together. When someone has a leak and they report it,
2 they're put right on the list. We get the roofer out
3 there, and their roof usually get's replaced.

4 THE COURT: Okay.

5 MS. BARNES: Leaks have kind of calmed down
6 out there. So now they're trying to work on finishing
7 everything that hasn't been done yet.

8 THE COURT: Okay.

9 MS. BARNES: But again, they are waiting on
10 the funds to come in from this three-year assessment
11 to be able to complete the project.

12 THE COURT: Yeah, I'm with you. Ms. Jones,
13 do you have a roof leak over there now?

14 MS. JONES: Now I do.

15 THE COURT: All right.

16 MS. JONES: And I can't contact Sentry to
17 tell them.

18 THE COURT: This is frustrating as hell.

19 MS. JONES: Oh, yeah.

20 THE COURT: All right. I understand. You
21 need to be able to put these things in writing and
22 whether you do that by e-mail to Mr. Dean or copy --
23 maybe y'all can copy each other. I don't know what it
24 is, but y'all just need to -- we need to get that --
25 the lack of communication is really hurting you here,

1 more so than usual, frankly. But that's -- that's a
2 policy decision, and I'm not going to get into the
3 policy reason behind it. All I can do is cut some
4 penalties, late fees and interest down.

5 Mr. Dean, I'll look at those attorney's fees,
6 we'll go from there. I know this has been going on
7 for a while. We'll try to get it resolved.

8 MR. DEAN: We'd love nothing more than to get
9 it resolved, Your Honor.

10 THE COURT: All right. I'm sure of that.
11 All right. Ms. Jones, thank you for coming today, I
12 think I understand. I understand your frustration,
13 okay?

14 MS. JONES: Can you also consider my time
15 away from work?

16 THE COURT: Tell me what you do again, I'm
17 trying to remember, you told me.

18 MS. JONES: I am a church administrator.

19 THE COURT: Where are you?

20 MS. JONES: I'm at Evening of Prayer Church.

21 THE COURT: All right, sorry. Well, I know
22 you've spent some time and effort on this. Mr. Dean
23 does this for a living, as you can see.

24 MS. JONES: Uh-huh, yeah.

25 THE COURT: All right. All right. I wish

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on the accounting basis is what I need to figure out.

MR. DEAN: Yes, sir. At this time, I call Amanda Barnes to the stand.

THE COURT: Ms. Barnes, if you would come on up here. Watch your step over there on that ramp, it will trip you up. If you would, raise your right hand for me.

AMANDA BARNES,

having been duly sworn, testified as follows:

THE COURT: Thank you, ma'am. Please have a seat, and, Ms. Barnes, when you get comfortable, give me your full name and address for the record, please.

THE WITNESS: Amanda Joy Barnes. Address is 1003 Island View Court, Charleston, South Carolina, 29492.

THE COURT: Thank you, ma'am. All right. Mr. Dean?

MR. DEAN: Please the Court, Your Honor.

DIRECT EXAMINATION

BY MR. DEAN:

Q Amanda, where do you work?

A I work for Sentry Management.

Q All right. And what is Sentry Management?

A It's an association management company. We deal with associations, HOAs, condos, townhomes.

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1 Q All right. Is Sentry Management the property
2 management company that manages the plaintiff in this
3 case, Savannah Homeowners Association, Inc.?

4 A Yes.

5 Q And are you the property manager who works
6 for Sentry who handles Savannah?

7 A Yes.

8 Q All right. And as the property manager, are
9 you familiar with the Association's financial matters,
10 including the collection of monies that are owed to
11 the HOA?

12 A Yes.

13 Q And that would include monies that are due
14 from owners who are delinquent in the payment of their
15 assessments?

16 A Yes.

17 Q And is Sentry the custodian of records for
18 the HOA with regards to its delinquent accounts?

19 A Yes.

20 Q Including the delinquent owner accounts?

21 A Yes.

22 Q And are those records kept in the ordinary
23 course of business?

24 A Yes.

25 Q And is it the HOA's regular practice to make

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1 and keep such records?

2 A Yes.

3 Q All right. And in a normal set of
4 circumstances, does Sentry, on behalf of the HOA, send
5 out statements to owners saying, this is how much you
6 owe this year, this month, however the assessments are
7 normally leveled?

8 A Yeah, statements for the following year are
9 usually sent out at the end of the current year, so
10 usually in December for the following January.
11 Coupons and notices are sent on what the assessments.
12 Nothing further is sent unless a payment is not made,
13 and then late notices are sent out for that.

14 Q All right. And what happens if an owner
15 becomes delinquent and the file is referred to my
16 firm, in terms of what notices you may send?

17 A Once it's turned over to the attorney for
18 collections, Sentry stops corresponding with the owner
19 and directs everything to the attorney.

20 Q All right. And what if an owner who is
21 delinquent attempts to make a payment to Sentry at
22 that stage?

23 A It's typically kicked back and returned to
24 the owner.

25 Q All right. Now, is the property which is the

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1 subject of this action, 506 Arlington Drive, Number D,
2 is that located within the Savannah Homeowners
3 Association?

4 A Yes.

5 Q And to your knowledge, is the defendant, Ms.
6 Jones, as the owner of that property bound by the
7 master deed and the bylaws and the other governing
8 documents of the HOA?

9 A Yes.

10 Q To the best of your knowledge, are all of
11 those documents a matter of public record with the
12 Charleston County Register of Deeds?

13 A Yes.

14 Q And have you had an opportunity in the course
15 of your employment as the property manager to review
16 and familiarize yourself with those governing
17 documents?

18 A Yes.

19 Q All right. I'll show you a document. If I
20 could approach, Your Honor?

21 THE COURT: Yes.

22 BY MR. DEAN:

23 Q I'll show you a document and ask you if you
24 recognize that document?

25 A Yes, it's a statement of an owner's account.

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1 Q Is that the type of statement that an owner
2 would typically get detailing the charges that occur
3 chronologically or are incurred chronologically over
4 time?

5 A If -- for the entire account, yes. Like if
6 they're getting just a late notice, it's going to be a
7 smaller portion of it.

8 Q All right. To the best of your knowledge,
9 are all of the regime fees, i.e., the monthly
10 assessments, the late charges, and the other fees,
11 authorized by the HOA's governing documents or by
12 board approval?

13 A Yes.

14 Q And does the statement that you have in front
15 of you contain an accounting of monthly assessments,
16 interest, late fees, and similar charges?

17 A Yes.

18 Q All right. Does the statement indicate a
19 balance due as of 11/1/2018?

20 A Yes.

21 Q And what is that balance?

22 A \$9,772.49.

23 Q To the best of your knowledge, do the HOA's
24 governing documents allow for the acceleration of
25 other debt that is due from an owner in the event of a

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1 default?

2 A Yes.

3 Q And is there -- I'll ask you more about this
4 in a moment, but is there a roof assessment that's in
5 effect for Ms. Jones and other owners at Savannah?

6 A Yes.

7 Q All right. And does that require an
8 additional special assessment payable over time?

9 A Yes.

10 Q Does the statement that you have in front of
11 you show the remainder of that special assessment for
12 the roof from -- going forward until December 1, 2020?

13 A Yes.

14 Q And if the debt were accelerated, what would
15 the total amount of the debt due be as of that date?

16 A \$11,397.49.

17 Q Are late fees or collection fees charged to
18 an account for nonpayment?

19 A Yes.

20 Q All right. And has the HOA done so in this
21 instance?

22 A Yes.

23 Q Is the typical late fee -- what is the
24 typical late fee charge for this account?

25 A It's \$30 per month when it's late.

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1 Q And are you aware of an amendment to the
2 governing documents that provides for that \$30 per
3 month late charge?

4 A Yes, at least in our collection policy.

5 Q All right. Does statement also show the
6 charges for the roof repairs starting back in January
7 1 of 2017?

8 A Yes.

9 Q And was that special assessment authorized
10 either by a board vote or by a membership vote?

11 A Yes.

12 Q And is that roof assessment been ongoing for
13 some time?

14 A Yeah, there's been two different assessments.
15 The first one was passed for five years. That one
16 ended at the end of 2017. And then 2018 began a new
17 three-year assessment.

18 Q And are you aware of HOA documentation
19 authorizing those roof assessments?

20 A Yes.

21 Q All right. And does the statement that you
22 have in front of you also detail assessment interest
23 charges?

24 A Yes.

25 Q And are those interest charges likewise

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1 authorized by the HOA's governing documents?

2 A Yes.

3 Q And are you aware of any provision in the
4 covenants that allows the defendant, Ms. Jones, to
5 withhold payment of assessments and related costs for
6 any reason?

7 A No.

8 Q All right. The statement that you have in
9 front of you, what is the beginning date of that?

10 A January 1, 2017.

11 Q And from that date forward, when was the
12 first time that you're aware of Ms. Jones making a
13 payment to the homeowners association?

14 A A payment posted September 7, 2017.

15 Q And you've heard my recitation earlier about
16 the settlement of the 2015 foreclosure suit, you're
17 familiar with that matter?

18 A Yes.

19 Q You were likewise involved in that matter?

20 A Yes.

21 Q All right. And were involved in the
22 negotiations for the resolution of that case?

23 A Yes.

24 Q And do you recall what the terms of that
25 settlement were?

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A The mortgage provider for Ms. Jones provided payment of \$25,000 to settle the account.

Q And what is your understanding of the effective date of that settlement agreement?

A September 1, 2017.

Q And did the HOA --

A '16, sorry. Everything is September.

Q All right. Now, I'll call your attention to the entry on January 31, 2017, which is the fourth line item entry on the statement that you have in front of you. Do you see that?

A Yes.

Q There's a charge for \$861.52?

A Yes.

Q And what was that charge for?

A That was assessments from September 1st through December 31, 2016.

Q Okay. So that was recaptured?

A Right.

Q From the date of the settlement forward?

A Right.

Q Okay. And I believe you told me earlier that the first payment, at least on the statement that you have for Ms. Jones, was 9/7/17?

A Yes.

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Q And since that date, has she made payments which would bring the account current?

A No.

Q Now does the statement that you have in front of you contain a portion of the attorney's fees incurred by the HOA in furtherance of this action?

A Yes.

Q And do the covenants and declarations allow for the recovery of attorney's fees against the complainant owner?

A Yes.

Q And has the homeowners association likewise incurred additional attorney's fees and costs in preparing for and attending today's hearing?

A Yes.

Q And are you, on behalf of the HOA, asking the Court to award the HOA its attorney's fees and costs for this matter?

A Yes.

Q Are you likewise asking for me to submit an affidavit of attorney's fees to that effect?

A Yes.

Q Your Honor, I would ask that the statement -- I apologize, I should have handed a copy up to the Court before -- I asked that this be marked as Exhibit

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1 1. I'm providing a judge with a copy.

2 THE COURT: Do you have a copy?

3 MS. JONES: Is this what you mean?

4 MR. DEAN: Yeah.

5 (Plaintiff's Exhibit No. 1 marked.)

6 THE COURT: This will be Plaintiff's Exhibit
7 1.

8 MR. DEAN: Your Honor, I do have the relevant
9 provisions of the governing documents, which Ms.
10 Barnes as already testified about. They're clearly of
11 record with the county. I can have her -- I can
12 submit them or just request that the Court take
13 judicial notice of them.

14 THE COURT: Let's go ahead and mark them.

15 MR. DEAN: Okay.

16 BY MR. DEAN:

17 Q Let me just show you, Ms. Barnes, excerpted
18 provisions of the master deed and the bylaws. Are you
19 familiar with those documents?

20 A Yes.

21 Q And do these contain the provisions regarding
22 the collection of past-due assessments, including
23 interest?

24 A Yes.

25 MR. DEAN: I'll ask that those be marked

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1 collectively as Plaintiff's 2.

2 (Plaintiff's Exhibit No. 2 marked.)

3 BY MR. DEAN:

4 Q Now, Ms. Barnes, I show you the First
5 Amendment to the Master Deed and the bylaws that's
6 been recorded with the County. Are you familiar with
7 that document?

8 A Yes.

9 Q And is that the document that sets the \$30
10 per month late fee?

11 A Yes.

12 MR. DEAN: All right. I ask that that be
13 marked as the next exhibit, Your Honor.

14 (Plaintiff's Exhibit No. 3 marked.)

15 BY MR. DEAN:

16 Q Okay. And then finally, Ms. Barnes, I'm
17 going to show you a set of documents and ask you if
18 you recognize those documents?

19 A Yes, they're policy resolutions and meeting
20 minutes approving the special assessments for the
21 community.

22 Q All right. So one policy dates back to 2014,
23 and then it carries through to 2017; is that accurate?

24 A Right. Well, the policy resolution was dated
25 2014. The association was with a prior management

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1 company and they document everything for a previous
2 special assessment starting sooner than that. That
3 was for their five-year special assessment.

4 Q And then 2017 is the one that's shown on Ms.
5 Jones statement carrying it forward --

6 A Starting in 2018, yeah.

7 MR. DEAN: All right. Now, Your Honor,
8 there's three documents here. I'd just ask that they
9 just collectively be marked unless you want to mark
10 them separately.

11 THE COURT: This would be No. 4, I guess?

12 MR. DEAN: Yes, sir.

13 THE COURT: All right.

14 (Plaintiff's Exhibit No. 4 marked.)

15 BY MR. DEAN:

16 Q Finally, Ms. Barnes, just to be clear:
17 You've testified about the debt shown on the statement
18 due as of 11/1/2018, plus the accelerated debt through
19 12/1/2020, but just to clarify, those sums do not
20 include all of the attorney's fees and costs
21 associated with this action, correct?

22 A Correct.

23 MR. DEAN: All right. Thank you. Please
24 answer any questions Ms. Jones may have.

25 THE COURT: Ms. Jones, I'm going to give you

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1 an opportunity to testify yourself, but do you have
2 any questions of Ms. Barnes about what's she's
3 testified to, the accounting and the basis for the
4 numbers.

5 MS. JONES: I do have a -- I do have some, a
6 couple questions.

7 CROSS-EXAMINATION

8 BY MS. JONES:

9 Q When Sentry Management no longer
10 corresponds -- sends correspondence to homeowners and
11 that responsibility is given to the attorney, does the
12 attorney give you a copy or show you a copy of what
13 has been sent to the homeowner? Since you're not
14 sending correspondence but they are, do you -- is
15 Sentry aware of what's being sent?

16 A The attorney makes the Association aware of
17 what's going on with the case, where it stands.

18 Q But you don't receive a hard copy of any
19 statements?

20 A Not of every letter and everything, no.

21 Q Okay. In February of 2017, I did receive a
22 statement from Sentry, but I was supposedly still
23 delinquent. Why would Sentry have sent me a statement
24 in 2017 if they were no longer sending statements to
25 me or they were to all go through the attorney?

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1 A In February of 2017, that was about the time
2 that everything was getting switched with the account
3 back in your name, and that's probably why a statement
4 was sent at that time, because then it was shortly
5 after that it was sent back to the attorney.

6 Q So therefore, at the end of 2016, more than
7 likely, I wasn't sent any information -- which I
8 wasn't -- to say, this is what you would expect to
9 have to pay in 2017? You said typically at the end of
10 the current year, then information -- the assessments
11 are sent to the homeowners, but if it wasn't in my
12 name then I wasn't receiving correspondence?

13 A Once the first case was dropped, and
14 everything resolved with it, that's when the name on
15 record for the Association would have then been
16 re-updated with you and then information sent, and
17 that's what you would have gotten in February. You
18 wouldn't have gotten anything prior to that.

19 Q Okay. Also, regarding minutes, if a
20 homeowner is not in attendance are they being -- how
21 are absent homeowners that are not attending -- who
22 have not attended the annual meeting made aware of
23 what happens at that meeting?

24 A Some years, letters are sent out from the
25 board with a summary recap of it, but owners can also

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1 request meeting minutes from our office.

2 Q From Sentry?

3 A Uh-huh.

4 Q If a delinquent member was to contact Sentry,
5 what would their response be?

6 A Their response would be to contact the
7 attorney.

8 Q Then the attorney would have to -- so I could
9 never get -- a delinquent could never -- the
10 delinquent only could never get information from
11 Sentry?

12 A Not directly. They'd have to go through the
13 attorney.

14 MS. JONES: I don't have any other questions.

15 THE COURT: Okay. Ms. Barnes, I want to make
16 sure I fully understand this document that's in
17 evidence, Exhibit 1. It starts with January 1 of '17,
18 and it starts with zero balance at that time, correct?

19 THE WITNESS: Right.

20 THE COURT: So she starting fresh with the
21 accounting at that time. And then it looks like the
22 monthly assessments for the year 2017 are 222.15?

23 THE WITNESS: Yes.

24 THE COURT: So January of -- I'm assuming
25 based on the policy, she would have gotten a notice or

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1 a letter saying pay this assessment of 222.15 in
2 January?

3 THE WITNESS: She should have -- well, once
4 the account was updated in her name, she should have
5 gotten notice of what the assessments were for the
6 year, yes.

7 THE COURT: And then, there was also a
8 special assessment for roof repairs?

9 THE WITNESS: Yes.

10 THE COURT: That was introduced in '17?

11 THE WITNESS: Yes. 2017 was the last year of
12 the first five-year special assessment.

13 THE COURT: Okay. And so then the special
14 assessment comes out, I guess, at the beginning of the
15 year?

16 THE WITNESS: The owners were given the
17 option, the ability to pay it monthly. So \$750
18 divided by 12, and pay monthly that portion of it.

19 THE COURT: Okay.

20 THE WITNESS: If they didn't pay at least a
21 monthly portion of it, then they were considered late
22 and interest was charged on it.

23 THE COURT: Okay. All right. So that really
24 gets into my next entry, and that's the entry on
25 January 31 of '17, it's R-E-V, I don't know if maybe

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1 that's revised assessment?

2 THE WITNESS: Uh-huh.

3 THE COURT: Adjustment or something?

4 THE WITNESS: Right.

5 THE COURT: And that's when the period of the
6 last four months of '16 gets added in?

7 THE WITNESS: Yes.

8 THE COURT: Right?

9 THE WITNESS: Yes.

10 THE COURT: And so what is that -- that
11 figure, is that reflective of four months at 222.15,
12 or does that include late fees? What's included in
13 that 861.52, if you know?

14 THE WITNESS: I believe that's just the base
15 monthly for four months. I don't think any interest
16 or late fees was added to that.

17 THE COURT: Okay. All right. So whatever
18 the ongoing rate was for '16?

19 THE WITNESS: In 2016, correct.

20 THE COURT: And I'm assuming that's adjusted
21 annually?

22 THE WITNESS: Typically, yes.

23 THE COURT: And have you been with the
24 company all this time?

25 THE WITNESS: I've been with Savannah since

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
 LONGWOOD FL 32779

(407) 788-6700

STATEMENT

NOV 2, 2018

CO 17 002670 00101D
 DENISE H JONES
 506 ARLINGTON DR #D
 CHARLESTON SC 29414

ACCT #0000026700010109

AT-S&D
 PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
01/01/2017	BEGINNING BALANCES	0.00	0.00	0.00	0.00
01/01/2017	JANUARY ASSESSMENT	222.15			222.15
01/01/2017	S/A ROOF REPAIRS		750.00		972.15
01/31/2017	REV ASSMT ADJ 9/1-12/31/16	861.52			1,833.67
02/01/2017	FEBRUARY ASSESSMENT	222.15			2,055.82
02/08/2017	CORR REV ASSMT ADJ 1/31/17-DW	-215.38			1,840.44
02/14/2017	ASSESSMENT INTEREST CHARGE	16.36			1,856.80
02/14/2017	ASSESSMENT LATE FEE CHARGE	30.00			1,886.80
02/14/2017	S/A INTEREST CHARGE		1.87		1,888.67
02/21/2017	LEGAL-S&D #35233(101D)AC2			70.00	1,958.67
03/01/2017	MARCH ASSESSMENT	222.15			2,180.82
03/13/2017	ASSESSMENT INTEREST CHARGE	19.69			2,200.51
03/13/2017	ASSESSMENT LATE FEE CHARGE	30.00			2,230.51
03/13/2017	S/A INTEREST CHARGE		2.81		2,233.32
03/15/2017	LEGAL-S&D #35132(101D)AC2			87.50	2,320.82
03/23/2017	LEGAL-S&D-#35609-(101D) KJ			70.00	2,390.82
04/01/2017	APRIL ASSESSMENT	222.15			2,612.97
04/12/2017	ASSESSMENT INTEREST CHARGE	23.02			2,635.99
04/12/2017	ASSESSMENT LATE FEE CHARGE	30.00			2,665.99
04/12/2017	S/A INTEREST CHARGE		3.75		2,669.74
04/17/2017	LEGAL-S&D #35825(101D)AC2			282.02	2,951.76
05/01/2017	MAY ASSESSMENT	222.15			3,173.91
05/11/2017	ASSESSMENT INTEREST CHARGE	26.35			3,200.26
05/11/2017	ASSESSMENT LATE FEE CHARGE	30.00			3,230.26
05/11/2017	S/A INTEREST CHARGE		4.69		3,234.95
06/01/2017	JUNE ASSESSMENT	222.15			3,457.10
06/08/2017	LEGAL-S&D-#36061-(101D) KJ			140.00	3,597.10
06/13/2017	ASSESSMENT INTEREST CHARGE	29.69			3,626.79
06/13/2017	ASSESSMENT LATE FEE CHARGE	30.00			3,656.79
06/13/2017	S/A INTEREST CHARGE		5.62		3,662.41

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
 LONGWOOD FL 32779

(407) 788-6700

NOV 2, 2018

S T A T E M E N T

CO 17 002670 00101D
 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
07/01/2017	JULY ASSESSMENT	222.15			3,884.56
07/10/2017	LEGAL-S&D-#36290-(101D) KJ			360.60	4,245.16
07/11/2017	ASSESSMENT INTEREST CHARGE	33.02			4,278.18
07/11/2017	ASSESSMENT LATE FEE CHARGE	30.00			4,308.18
07/11/2017	S/A INTEREST CHARGE		6.56		4,314.74
08/01/2017	AUGUST ASSESSMENT	222.15			4,536.89
08/01/2017	LEGAL-S&D #36591(101D)AC2			669.42	5,206.31
08/11/2017	ASSESSMENT INTEREST CHARGE	36.35			5,242.66
08/11/2017	ASSESSMENT LATE FEE CHARGE	30.00			5,272.66
08/11/2017	S/A INTEREST CHARGE		7.50		5,280.16
08/22/2017	LEGAL-S&D #36857(101D)AC2			193.86	5,474.02
09/01/2017	SEPTEMBER ASSESSMENT	222.15			5,696.17
09/07/2017	CASH REC'D CK#0017516854-JONES	-394.48			5,301.69
09/07/2017	CASH REC'D CK#0017516854-JONES		-32.80		5,268.89
09/07/2017	CASH REC'D CK#0017516854-JONES			-72.75	5,196.14
09/13/2017	ASSESSMENT INTEREST CHARGE	39.68			5,235.82
09/13/2017	ASSESSMENT LATE FEE CHARGE	30.00			5,265.82
09/13/2017	S/A INTEREST CHARGE		8.43		5,274.25
09/25/2017	LEGAL-S&D #37158(101D)AC2			465.60	5,739.85
09/30/2017	ADJ PT LEGAL-S&D INV#37158 AC2			-360.60	5,379.25
10/01/2017	OCTOBER ASSESSMENT	222.15			5,601.40
10/11/2017	ASSESSMENT INTEREST CHARGE	43.01			5,644.41
10/11/2017	CASH REC'D CK#28917828 JONES	-69.68			5,574.73
10/11/2017	ASSESSMENT LATE FEE CHARGE	30.00			5,604.73
10/11/2017	S/A INTEREST CHARGE		9.37		5,614.10
10/11/2017	CASH REC'D CK#28917828 JONES		-8.43		5,605.67
10/11/2017	CASH REC'D CK#28917828 JONES			-491.19	5,114.48
11/01/2017	NOVEMBER ASSESSMENT	222.15			5,336.63
11/03/2017	LEGAL-S&D #37512(101D)AC2			122.50	5,459.13
11/13/2017	ASSESSMENT INTEREST CHARGE	46.35			5,505.48

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 2180 W SR 434 STE 5000
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 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
11/13/2017	ASSESSMENT LATE FEE CHARGE	30.00			5,535.48
11/13/2017	S/A INTEREST CHARGE		10.31		5,545.79
11/27/2017	LEGAL-S&D #37836(101D)AC2			140.00	5,685.79
12/01/2017	DECEMBER ASSESSMENT	222.15			5,907.94
12/12/2017	ASSESSMENT INTEREST CHARGE	49.68			5,957.62
12/12/2017	ASSESSMENT LATE FEE	30.00			5,987.62
12/20/2017	ADJ LEGAL-S&D-#36290 CM/AC2			-360.60	5,627.02
01/01/2018	JANUARY ASSESSMENT	224.66			5,851.68
01/01/2018	SPECIAL ASSESSMENT-ROOFS		750.00		6,601.68
01/12/2018	ASSESSMENT INTEREST CHARGE	53.05			6,654.73
01/12/2018	ASSESSMENT LATE FEE	30.00			6,684.73
02/01/2018	FEBRUARY ASSESSMENT	224.66			6,909.39
02/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		6,971.89
02/01/2018	CONVERT S/A TO MONTHLY-DW		-687.50		6,284.39
02/13/2018	ASSESSMENT INTEREST CHARGE	56.42			6,340.81
02/13/2018	ASSESSMENT LATE FEE	30.00			6,370.81
02/16/2018	LEGAL-S&D #38109(101D)AC2			17.50	6,388.31
02/21/2018	CASH REC'D CK#71128388-JONES-B	-224.66			6,163.65
02/23/2018	LEGAL-S&D #38464(101D)AC2			285.85	6,449.50
03/01/2018	MARCH ASSESSMENT	224.66			6,674.16
03/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		6,736.66
03/08/2018	CASH REC'D CK#74919728-JONES-B	-50.81			6,685.85
03/08/2018	CASH REC'D CK#74919728-JONES-B	-173.85			6,512.00
03/12/2018	ASSESSMENT INTEREST CHARGE	59.03			6,571.03
03/12/2018	ASSESSMENT LATE FEE	30.00			6,601.03
03/14/2018	INV#38281-S&D(00101D)BL			582.21	7,183.24
04/01/2018	APRIL ASSESSMENT	224.66			7,407.90
04/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		7,470.40
04/12/2018	ASSESSMENT INTEREST CHARGE	62.40			7,532.80
04/12/2018	ASSESSMENT LATE FEE	30.00			7,562.80

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
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(407) 788-6700

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CO 17 002670 00101D
 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
04/27/2018	CASH REC'D CK#91661890-JONES-S	-43.23			7,519.57
04/27/2018	CASH REC'D CK#91661890-JONES-S	-181.43			7,338.14
05/01/2018	MAY ASSESSMENT	224.66			7,562.80
05/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		7,625.30
05/14/2018	ASSESSMENT INTEREST CHARGE	65.12			7,690.42
05/14/2018	ASSESSMENT LATE FEE	30.00			7,720.42
05/21/2018	LEGAL INV#39272 S&D SC			50.00	7,770.42
05/29/2018	CASH REC'D CK#1023427 JONES	-95.12			7,675.30
05/29/2018	CASH REC'D CK#1023427 JONES		-19.68		7,655.62
05/29/2018	CASH REC'D CK#1023427 JONES			-109.86	7,545.76
06/01/2018	JUNE ASSESSMENT	224.66			7,770.42
06/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		7,832.92
06/12/2018	ASSESSMENT INTEREST CHARGE	68.49			7,901.41
06/12/2018	ASSESSMENT LATE FEE	30.00			7,931.41
06/26/2018	LEGAL INV#39511 S&D SC			283.31	8,214.72
07/01/2018	JULY ASSESSMENT	224.66			8,439.38
07/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		8,501.88
07/02/2018	CASH REC'D CK#10758837-JONES S			-224.66	8,277.22
07/12/2018	ASSESSMENT INTEREST CHARGE	71.86			8,349.08
07/12/2018	ASSESSMENT LATE FEE	30.00			8,379.08
08/01/2018	AUGUST ASSESSMENT	224.66			8,603.74
08/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		8,666.24
08/07/2018	CASH REC'D CK#20586391 JONES	-200.35			8,465.89
08/07/2018	CASH REC'D CK#20586391 JONES			-24.31	8,441.58
08/13/2018	ASSESSMENT INTEREST CHARGE	75.23			8,516.81
08/13/2018	ASSESSMENT LATE FEE	30.00			8,546.81
08/27/2018	LEGAL INV#39924 S&D SC			268.04	8,814.85
08/28/2018	CASH REC'D CK#26848547 -JONES			-224.66	8,590.19
09/01/2018	SEPTEMBER ASSESSMENT	224.66			8,814.85
09/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		8,877.35

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 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
09/04/2018	LEGAL INV#40330 S&D SC			122.63	8,999.98
09/12/2018	ASSESSMENT INTEREST CHARGE	78.60			9,078.58
09/12/2018	ASSESSMENT LATE FEE	30.00			9,108.58
09/24/2018	LEGAL FEES/COST P ATTY SC			338.43	9,447.01
10/01/2018	OCTOBER ASSESSMENT	224.66			9,671.67
10/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		9,734.17
10/12/2018	ASSESSMENT INTEREST CHARGE	81.97			9,816.14
10/12/2018	ASSESSMENT LATE FEE	30.00			9,846.14
10/15/2018	CASH REC'D CK#42747924 SC	-213.83			9,632.31
10/15/2018	CASH REC'D CK#42747924 SC				9,521.14
10/23/2018	LEGAL INV#40961 S&D ACG			-111.17	9,872.83
10/30/2018	CASH REC'D CK#49793347 JONES S			351.69	9,547.83
11/01/2018	NOVEMBER ASSESSMENT	224.66		-325.00	9,772.49
11/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		9,834.99
12/01/2018	SPECIAL ASSESSMENT-ROOFS		62.50		9,897.49
01/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		9,959.99
02/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,022.49
03/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,084.99
04/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,147.49
05/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,209.99
06/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,272.49
07/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,334.99
08/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,397.49
09/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,459.99
10/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,522.49
11/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,584.99
12/01/2019	SPECIAL ASSESSMENT-ROOFS		62.50		10,647.49
01/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		10,709.99
02/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		10,772.49
03/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		10,834.99

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
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LONGWOOD FL 32779

(407) 788-6700

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STATEMENT

CO 17 002670 00101D
DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
04/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		10,897.49
05/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		10,959.99
06/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		11,022.49
07/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		11,084.99
08/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		11,147.49
09/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		11,209.99
10/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		11,272.49
11/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		11,334.99
12/01/2020	SPECIAL ASSESSMENT-ROOFS		62.50		11,397.49
		<u>5,801.13</u>	<u>3,000.00</u>	<u>2,596.36</u>	

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MASTER DEED ESTABLISHING
THE SAVANNAH HORIZONTAL PROPERTY REGIME

This MASTER DEED (this "Master Deed"), dated as of October 18, 2000, is made by OAKLAND TOWNHOUSES, LLC, a limited liability company organized under the laws of the State of South Carolina (hereinafter sometimes called "Declarant"), who does hereby declare as follows:
*South Carolina

ARTICLE I
SUBMISSION OF PROPERTY

Declarant, as the sole owner in fee simple of the land and improvements hereinafter described, does hereby make, declare, and publish its intention and desire to submit, and does hereby submit the lands and the Buildings described herein and in the Exhibits attached hereto and incorporated herein by reference, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to the provisions of the South Carolina Horizontal Property Act, Section 27-31-10, et seq., South Carolina Code of Laws, 1976, the provisions of which, unless expressly provided otherwise herein, are incorporated herein by reference and form a part of this Master Deed, for the express purpose of creating and establishing The Savannah Horizontal Property Regime (the "Regime").

ARTICLE II
DEFINITIONS

As used in this Master Deed and all Exhibits hereto, all amendments hereof and thereof unless the context otherwise requires, the following definitions shall prevail:

2.1 "Act" means the South Carolina Horizontal Property Act, Title 27, Chapter 31, Code of Laws of South Carolina, (1976), as amended, and as the same may from time to time be amended and which amendment(s) applies to this Condominium.

2.2 "Appurtenant Interest" means: (a) the undivided interest in the Common Elements appurtenant to a Unit; (b) the interest of a Co-Owner in any Unit acquired by the Association or its designee on behalf of all Co-Owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of a Co-Owner in any other right, right of membership, claim, cause of action or asset of the Condominium or the Association.

2.3 "Assessment" means a Co-Owner's pro rata share of the Common Expenses, which, from time to time, is assessed against a Co-Owner by the Association.

2.4 "Association" or "Council of Co-Owners" means the Council of Co-Owners as defined in the Act and The Savannah Homeowners Association, Inc., the corporate form by which the Council of Co-Owners shall operate the Condominium.

2.5 "Board of Directors" or "Board" means the Board of Directors of the Association.

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Association if as a result thereof the Building or other improvement in the Condominium would be structurally weakened or the security of any mortgagee of record would be adversely affected without its written consent.

The Property submitted to a condominium hereby is subject to all conditions, limitations, restrictions, reservations and all other matters of record, the rights of the United States of America, the State of South Carolina and any governmental authority or agency including any taxes, applicable zoning ordinances which now exist or are hereafter adopted and easements for ingress and egress, for pedestrian and vehicular purposes and for utility services and drains which now exist or are hereafter granted.

The Association, all present and future Co-Owners and Occupants, the Declarant and their respective successors, assigns, designees, invitees, licensees and guests are hereby granted a perpetual easement over, through and across and a license to use the areas of the General Common Elements in the manner for which such is ordinarily intended and are further granted a pedestrian easement over, through and across the General Common Elements upon such paths and ways as are suitable for pedestrian traffic and a license to use the same, subject however to the terms of this Master Deed and the Exhibits thereto.

**ARTICLE VI
CONDOMINIUM, ADMINISTRATION**

6.1 Administration of the Condominium. The Condominium shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina non-profit corporation known as The Savannah Homeowners Association, Inc. ("the Association"), which shall act by and on behalf of the Co-Owners of the Units in the Condominium in accordance with this Master Deed, the Charter and By-Laws of the Association (said Bylaws to initially be in the form attached hereto as Exhibit E) and in accordance with the Act, as amended. The Charter and By-Laws form an integral part of the plan of ownership herein described, and, as amended from time to time, shall govern the conduct and affairs of the Co-Owners of the Condominium as well as the members of the Association, and shall be construed in conjunction with the provisions of this Master Deed. Pursuant to the Act, the Association is hereby designated as the form of administration of the Condominium, and is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium, the same being more particularly set forth in the Charter and By-Laws of the Association.

6.2 Undivided Share in Condominium. The basic value of each Unit and the total value of all the property of the Condominium for the sole and exclusive purpose of determining the property rights and obligations of the Co-Owners is set forth in Exhibit D attached hereto. The basic value of each Unit or percentage (share) in the Common Elements set forth in Exhibit D shall also be the percentage appertaining to the several Units (and their Co-Owners) in the Common Expenses and rights in the Common surplus (if any) except as otherwise stated in the Master Deed, and said percentage shall constitute the proportionate representation appertaining to each Unit for voting purposes in the Association.

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6.3 Units and Undivided Shares Inseparable. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership; any transfer, conveyance or encumbrance of an individual Unit shall be deemed to also transfer, convey or encumber the Undivided interest of the Co-Owner in the Common Elements appurtenant to the Unit without specifically or particularly referring to same, and together with easements in favor of the Unit or to which the Unit or an appurtenant Limited Common Element is subject. Any attempt to divide a Unit by separating title, thereto from the undivided interest in the Common Elements and Common Surplus (if any) shall be void. The Declarant, its successors and assigns and its grantees, their heirs, successors and assigns, further covenant and agree that any conveyance, transfer or alienation of any Unit shall conclusively be deemed to include all of the interest of the Co-Owner in the Association, and any encumbrance upon any Unit shall also be conclusively deemed to attach to all of the interest of the Co-Owner of said unit in the Condominium.

6.4 Membership in Association. The Co-Owner of a Unit shall automatically upon becoming the Co-Owner of a Unit be a member of the Association, and shall remain a member of the Association until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in the Association shall automatically cease. Other than as an incident to a lawful transfer of the title to a Unit, neither membership in the Association nor any share in the assets of the Association may be assigned, hypothecated or transferred, and any such attempted transfer shall be null and void, except as an appurtenance to the Co-Owner's Unit.

6.5 Rules and Regulations, Liability. Reasonable rules and regulations concerning the use of the property of the Condominium may be made and amended from time to time by the Association in the manner provided in its By-Laws. The initial Rules and Regulations of the Condominium are attached to this Master Deed as Exhibit F. Notwithstanding the duty of the Association to maintain and repair certain parts of the Property *i.e.*, the General Common Elements, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the elements or other Co-Owners or persons.

6.6 Assessments. Each Co-Owner is bound to contribute and shall be assessed by the Association pro rata according to the percentage of his, her or its share in the Common Elements as set forth in Exhibit D to this Master Deed and the provisions of the other Condominium Instruments toward the expenses of administration and of maintenance, insurance, repair, replacement, preservation and improvement of the Common Elements in such amounts as shall from time to time be fixed and assessed by the Association in accordance with the Condominium Instruments, and toward any other expenses that may be lawfully agreed upon, all as is more particularly provided in the By-Laws, as amended from time to time. The water and sewers bill for the Building shall be part of the Association's assessment; provided, however, the Association reserves the right to install internal meters to measure consumption on a per Unit basis and divide the water and sewer bill based on consumption by each Unit. No Co-Owner may exempt itself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements of the Association or by abandonment of the Unit owned by such Co-Owner. All Units shall be subject to a lien for unpaid assessments as provided in the Bylaws.

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BY-LAWS OF
THE SAVANNAH HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Purpose

The Savannah Homeowners Association, Inc., a non-profit corporation existing under the laws of the State of South Carolina (hereinafter called the "Association"), has been organized for the purpose of administering a horizontal property regime established pursuant to the Horizontal Property Act of South Carolina (hereinafter called the "Act"), which is identified by the name The Savannah Horizontal Property Regime (hereinafter called the "Condominium"), said Condominium being located at 2073 Rondo Street in the City and County of Charleston, South Carolina, and being more particularly described in the Master Deed and exhibits thereto establishing such Condominium (hereinafter the "Master Deed"). These By-Laws shall govern the operation of the Association.

ARTICLE II

Definitions

All terms and phrases used herein shall have the same definition and meaning as set forth in the Master Deed and/or in the Act and as follows, unless the context otherwise requires:

2.1 Members: All Co-Owners of the Property.

2.2 Majority of Members: Members owning fifty-one percent (51%) or more of the basic value of the Property as a whole, as set forth in the Master Deed.

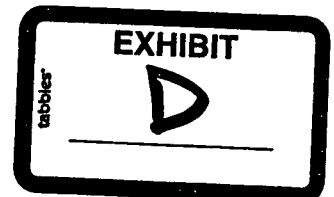
ARTICLE III

Offices

The principal office of the Association shall be located at The Savannah Horizontal Property Regime, c/o Churchill Forge Properties, 2284 Ashley River Road, Charleston, SC 29414. The Association may have other offices within and without the State of South Carolina as the Board of Directors may determine or as the affairs of the Association may require from time to time. The Association shall have and continuously maintain in the State of South Carolina, a registered agent whose office shall be located in the State of South Carolina. The registered agent may be changed from time to time by the Board of Directors.

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ARTICLE X

Fiscal Management

The making and collection of assessments against Co-Owners for Common Expenses shall be pursuant to the following provisions:

10.1 Assessments. The Association shall assess each Co-Owner, including the Declarant, for such Co-Owner's proportionate share of the Common Expenses, such share being the same as the undivided share of such Co-Owner in the Common Elements appurtenant to his, her or its Unit specified in Exhibit D to the Master Deed, which assessment shall be made and collected in the manner hereinafter provided.

10.2 Accounts. The funds and expenditures of the Association shall be credited and charged according to good accounting practices to accounts under the following classifications or combinations thereof, as shall be appropriate, all of which expenditures shall be Common Expenses unless otherwise provided:

- (a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually, and the amount of which reserve if any, may be determined by the Board of Directors of the Association. Any funds held in this account shall be held by the Association in a fiduciary capacity for the benefit of the Co-Owners for such purpose.
- (c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, and the amount of which reserve, if any, shall be determined by the Board of Directors of the Association. Any funds held in this account shall be held by the Association in a fiduciary capacity for the benefit of the Co-Owners for such purpose.
- (d) Reserve for additional improvements, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Elements. If capital funds and expenditures are for reserve is established, provided however, that no item for this account shall be budgeted without the approval of the Co-Owners in the manner elsewhere provided for alteration or further improvement of the Common Elements.

10.3 Budget. Copies of the budget and proposed assessments recommended by the Board of Directors shall be transmitted to each Co-Owner on or before the annual members'

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meeting during the year for which the budget is made. The proposed budget as it may be amended by motion of a Co-Owner, shall be submitted to a vote of the Co-Owners and when approved by no less than the Co-Owners owning fifty-one (51%) of the Common Elements as set forth in Exhibit D, shall become the budget of the Association for the fiscal year. The Association shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for current expenses. The budget adopted for each fiscal year which shall include funds for expenses of that year and reserves according to good accounting practices as follows:

- (a) Current expenses;
- (b) Reserve for deferred maintenance, if any, the amount for which shall not exceed 110% of the budget for this account for the prior year, after the first year such reserve is established;
- (c) Reserve for replacement, if any, the amount for which shall not exceed 110% of the budget for this account for the prior year, after the first year such a reserve is established; and
- (d) Reserve for additional improvements; provided, however, that no item for this account shall be budgeted without the approval of the Co-Owners in the manner elsewhere provided for alteration or further improvement of the Common Elements.

Notwithstanding the foregoing, the amount budgeted for current expenses, reserve for deferred maintenance and reserve for replacement may be increased over the foregoing limitations when approved by Co-Owners owning not less than sixty-six percent (66%) of the Common Elements.

10.4 Assessment Procedure.

- (a) Annual installments: Assessments against the Co-Owners for their shares of the items of the budget shall be made for the fiscal year annually in advance on or before November 31 preceding the fiscal year for which the assessments are made. Such assessments shall be due in twelve equal monthly installments on the first day of each month for the year for which the assessments are being made. The Board shall have the authority to adjust the payment dates of the assessments as it shall deem appropriate and may elect, upon prior written notice to the Co-Owners, to change from monthly to quarterly payments. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors of the Association provided that the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitation shall be subject to approval of the Co-Owners heretofore required. The unpaid assessment for the remaining portion of the calendar year for which

the amended assessment is made shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. The first assessment shall be the pro rata portion of one full month's assessment as of the closing date. All subsequent assessment payments shall then be made on the 1st day of each month thereafter.

- (b) Acceleration of assessment installments upon default. If a Co-Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Co-Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, which date shall not be less than ten (10) days after delivery thereof to the Co-Owner, or not less than twenty (20) days after the mailing of such notice to the Co-Owner by registered or certified mail, whichever shall first occur.
- (c) Assessments for emergencies. Assessments for emergency Common Expenses which cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need therefor to the Co-Owners concerned. After such notice and upon approval in writing by Co-Owners owning fifty-one percent (51%) or more of the Common Elements owned by the Co-Owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the Association shall require.
- (d) Working capital. The Declarant, as the agent of the Board of Directors, will collect from each initial Co-Owner at the time of closing a special working capital assessment equal to twice the normal monthly assessment attributable to the purchased Unit. Such special assessment shall be in addition to regular monthly assessments. The Declarant will deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Association. Such funds maybe used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Board of Directors may determine.

10.5 Capital Contribution; Transfer fee. Upon the transfer of title to a Unit in the Condominium a capital contribution or transfer fee equal to one twelfth (1/12) of the annual assessment for such Unit shall be due from the purchaser of the Unit to the Association to help defray Association administrative expenses associated with the transfer of the membership in the Association. Said capital contribution or transfer fee shall be due and payable within thirty (30) days of the date of the deed transferring title to the Unit.

10.6 Liability for Assessments. A Co-Owner shall be personally liable for all assessments coming due while he, she or it is the owner of a Unit. The Association shall provide for the issuance, and shall issue to every prospective purchaser of a Unit, or mortgagee, upon his, her or its written request, a statement of the status of the assessment account of the seller or mortgagor.

10.7 Collection of Assessments.

- (a) Interest; application of payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is lower, from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

- (b) Lien. All assessments against any Co-Owner shall constitute a lien against the Co-Owner's Unit in favor of the Association, as provided by the Act, which lien shall become effective when a notice claiming such lien has been duly recorded by the Association in the appropriate Charleston County office. Such claim of lien shall state the description of the Unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall be signed and verified by an officer or agent of the Association prior to its being recorded; and no such claim of lien shall be made by the Association unless the assessment, charge or expense, giving rise to the lien, remains unpaid for more than ten (10) days after same becomes due. Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payment of all assessments as described in said claim of lien and, in addition thereto, shall secure the payment of subsequent assessments which come due after the filing of the claim of lien and prior to the satisfaction of such lien by foreclosure or otherwise, including interest thereon at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is lower, together with all costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. The right of the Association to foreclose a lien as aforesaid shall be in addition to any other remedy, at law or in equity, which may be available to it for the collection of the monthly and/or quarterly charges and expenses, including the right to proceed personally against any delinquent owner for the recovery of a judgment "in personam". Any personal judgment against any such delinquent Co-Owner may include all unpaid subsequent assessments which come due after the institution of such suit and prior to such Order of Judgment, including interest thereon at the highest rate permitted by law, together with all costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessments.

- (c) Rental pending foreclosure. In any foreclosure of a lien for assessments, the Association shall, pending foreclosure, be entitled to the appointment of a receiver who shall collect a reasonable rental for the use of the unit

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**PLEASE CROSS-INDEX WITH
MASTER DEED RECORDED ON OCTOBER
20, 2000 IN BOOK A357, PAGE 616 IN THE
RMC OFFICE FOR CHARLESTON COUNTY,
SOUTH CAROLINA**

FIRST AMENDMENT TO MASTER DEED AND BYLAWS

This **FIRST AMENDMENT TO MASTER DEED AND BYLAWS** (this "Amendment"), effective as of January 29, 2001, is adopted by the members of **THE SAVANNAH HOMEOWNERS ASSOCIATION, INC.** (the "Association"), a South Carolina nonprofit corporation, with respect to the horizontal property regime known as **THE SAVANNAH HORIZONTAL PROPERTY REGIME** (the "Regime") established by Master Deed recorded on October 20, 2000 in Book A357, Page 616 in the RMC Office for Charleston County, South Carolina (the "Master Deed"). The Bylaws attached to the Master Deed are referred to herein as the "Bylaws." The real property encumbered by the Master Deed is described on Exhibit A attached hereto.

The undersigned Secretary of the Association hereby certifies that a duly convened special meeting of the Members of the Association was held on January 29, 2001, that a quorum of the Members was present at the meeting, and that the following amendment to the Bylaws of the Association was approved by Members owning at least sixty-six percent (66%) of the Basic Value of the Regime and its associated Common Elements:

AMENDMENT:

Article X of the Bylaws is hereby amended to add the following subparagraph 10.7(d) immediately following subparagraph 10.7(c) of the Bylaws:

(d) In the event that the payment of any assessment provided for in the Bylaws or the Master Deed is received more than ten (10) days after its due date, an administrative fee of Thirty Dollars (\$30), or such other reasonable amount as may be determined from time to time by the Board of Directors of the Association, shall be charged to the Member who failed to make payment upon the scheduled payment date. A separate administrative fee shall be charged for each instance in which payment is received more than ten (10) days after its due date. All such administrative fees shall constitute a lien in the same manner as provided herein for the underlying assessment and all unpaid administrative fees shall bear interest in the same manner as provided herein for the underlying assessment.

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THE SAVANNAH HOMEOWNERS ASSOCIATION, INC.

Policy Resolution No. 01-2014

CONFIRMATION OF SPECIAL ASSESSMENT
NOVEMBER 10, 2012

WHEREAS, The Savannah Homeowners Association held a owners meeting on November 10, 2012, AND

WHEREAS, the owners approved a special assessment due from all owners, AND
WHEREAS, there are not adequate minutes reflecting the format of the assessment,

THEREFORE, The Board of Directors of The Savannah Homeowners Association hereby confirms the special assessment passed in November 2012 was a multiple year assessment due by the record owner on the 1st day of January 2013, 2014, 2015, 2016, and 2017. The special assessment was for the purpose of on-going roof maintenance, roof replacement, and roof reserves and maybe adjusted annually for material increases. In 2013, the association fixed the assessment at the rate below for the remaining assessments due in 2014, 2015, 2016, and 2017.

The payments may be made annually, quarterly, or monthly without penalty. An owner not paid in advance annually or quarterly and are paying monthly will be subject to the standard collection policy of the association.

The assessment is allocated 20% operating and 80% reserves. All assessments shall be subject to the collection policies established in the Declaration and Board policies.

UNIT TYPE	% OWNERSHIP	Yearly Assessment	# UNITS	TOTAL ANNUALLY
A	0.9055125%	\$422.87	7	\$2,960.09
B	1.1609125%	\$530.59	8	\$4,244.72
C	1.3424000%	\$606.38	5	\$3,031.90
D	1.4194000%	\$638.30	18	\$11,489.40
E	1.6109000%	\$714.10	8	\$5,712.80
F	1.6878000%	\$750.00	18	\$13,500.00
TOTAL			64	\$40,938.91

Adopted this 31 day of October, 2014
The Savannah Homeowners Association, Inc.

By: Linda Devito
Linda Devito, Secretary

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1 Savannah Homeowners Association
2 ANNUAL MEETING
3 CHARLESTON BIBLE CHURCH
4 524 ARLINGTON DR, CHARLESTON, SC 29414
5 NOVEMBER 11, 2017
6

7 DRAFT
8

9 **BOARD MEMBERS PRESENT**

10 FRANCES REYNOLDS President
11 RICH GOMEZ Vice President
12 LINDA DEVITO Secretary
13 NANCY BLACK Treasurer
14 BECKY DENNIS Director
15

16 **MANAGEMENT ATTENDEES**

17 AMANDA BARNES Community Manager, Sentry Management, Inc.
18
19

20 **I. CALL TO ORDER/QUORUM**
21

22 Frances called the meeting to order at 10:09 am
23

24 **II. PRESIDNET REPORT**
25

26 President, Frances Reynolds gave report on the actives of 2017 and the 2018 wish
27 list.
28

29 Owners asked various questions that were then answered by the board and
30 management.
31

32 Owners presented concerns over the pressure washing company and asked the
33 board to consider another company.
34

35 Concerns were raised about flooding in front of the 516 buildings and the board
36 will look to hire a storm water engineer to look into the issue.
37

38 Concerns were also raised about the electrical in the 516 buildings, the board will
39 look to hire an engineer to check the electrical wiring in the building.
40

41
42 **III. 2018 BUDGET**

43 The 2018 draft budget was presented to the owners, Amanda Barnes went over
44 the budget explaining the proposed costs for the year.
45 *A motion was made from the floor to approve the 2018 budget, the motion was*
46 *seconded, and approved by a majority present.*
47

48 A special assessment for three years was proposed to the owner at the same rate
49 as the previous special assessment. *A motion was made from the floor to approve*
50 *a three year special assessment, the motion was seconded, and approved by a*
51 *majority present.*

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IV. ELECTION OF DIRECTOR

One board positions is up for election. Rich Gomez expressed interest in running for another term. Nominations were called for from the floor. There being no other nominations, *A motion was made from the floor to appoint Rich Gomez by acclimation for a three year term to the board. The motion was seconded, motion carried.*

V. ADJOURNMENT

Frances made a motion to adjourn the meeting at 12:05 pm, the motion carried.

THE SAVANNAH HOMEOWNERS ASSOCIATION, INC.

Policy Resolution No. 01-2017

SPECIAL ASSESSMENT

The Board of Directors of The Savannah Homeowners Association hereby confirms the special assessment passed on November 11, 2017 is a three year assessment due by the record owner on the 1st day of January 2018, 2019, 2020. The special assessment was for the purpose of on-going roof replacement. The association fixed the assessment at the rate below for the assessments due in 2018, 2019, and 2020.

The payments may be made annually, quarterly, or monthly without penalty. An owner not paid in advance annually or quarterly and are paying monthly will be subject to the standard collection policy of the association.

All assessments shall be subject to the collection policies established in the Declaration and Board policies.

UNIT TYPE	% OWNERSHIP	Yearly Fee	Monthly Fee	# UNITS	TOTAL Yearly
A	0.9055125	\$422.87	\$35.24	8	\$3,382.96
B	1.1609125	\$530.59	\$44.22	8	\$4,244.72
C	1.3424	\$606.38	\$50.53	6	\$3,638.28
D	104194	\$638.30	\$53.19	18	\$11,489.40
E	1.6109	\$714.10	\$59.51	10	\$7,141.00
F	1.6878	\$750.00	\$62.50	20	\$15,000.00
Total				70	\$44,896.36

Adopted this ____ day of _____, 2017
The Savannah Homeowners Association, Inc.

By: _____
Linda Devito, Secretary

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EXHIBIT A

Charleston County, South Carolina

generated on 6/15/2018 1:44:56 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
3100700104		506 ARLINGTON DR, CHARLESTON	4/20/2018	2017	2017

Current Parcel Information

Owner	JONES DENISE H	Property Class Code	160 - RESID-CNU
Owner Address	506 ARLINGTON DR APT D CHARLESTON SC 29414-5007	Acreage	.0000
Legal Description	Subdivision Name -THE SAVANNAH HPR Description -UNIT 506 D BLDG 101D PlatSuffix XXX-A357616 PolTwp 009		

Historic Information

Tax Year	Land	Improvements	Market	Taxes	Payment
2017	\$22,300	\$66,900	\$89,200	\$546.78	\$546.78
2016	\$22,300	\$66,900	\$89,200	\$527.14	\$527.14
2015	\$22,300	\$66,900	\$89,200	\$542.31	\$542.31
2014	\$14,200	\$84,000	\$98,200	\$575.20	\$575.20

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
SAVANNAH HOA INC	0645 481	5/12/2017	M		\$0
JONES DENISE H	0565 561	6/17/2016	M		\$500
OAKLAND TOWNHOUSE LLC	N373 785	6/4/2001	G		\$84,650
NOT SUPPLIED	U353 576	8/28/2000	G		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
R01	DWELL	Dwelling	1969	2.0	02	1,186	

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SIMONS & DEAN

ATTORNEYS AT LAW

147 WAPPOO CREEK DRIVE, SUITE 604 | CHARLESTON, SC 29412 | 843.762.9132 | FAX: 843.406.9913

Keating L. Simons, III ksimons@simonsanddean.com

Derek F. Dean dfdean@simonsanddean.com

February 10, 2017

Ms. Denise H. Jones
506 Arlington Dr. #D
Charleston, SC 29414

RE: 506 Arlington Dr. #D

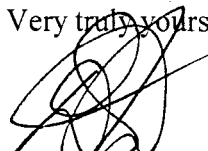
Dear Ms. Jones:

As you know, this firm represents The Savannah Homeowners Association, Inc. As the owner of 506 Arlington Dr. #D, your homeowner's account with The Savannah Homeowners Association, Inc. is past due again and has been referred to this firm for institution of collection and/or foreclosure proceedings. You currently owe the sum of \$2,840.44, as reflected on the attached statement of account dated February 9, 2017. This is the balance due after adjusting the account to reflect the payment received from your lender and issuing other credits thereto. Unless you, within thirty (30) days after receipt of this letter, dispute the validity of the debt (or any portion thereof), we will assume that the debt is valid. However, if you notify us in writing within the above-mentioned thirty (30) day period that the debt (or any portion thereof) is disputed, we will obtain verification of the debt. Please remit payment in full to the address above within thirty (30) days of the date of this letter. If payment is not made within that time period, my client has authorized me to file suit and/or place a new lien against your property immediately. I trust that such action will not be necessary. Be further advised that you are responsible for the Association's legal fees associated herewith and you will be billed therefor.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

With kind regards, I remain

Very truly yours,



DEREK F. DEAN

DFD/

Enclosure

cc: Ms. Amanda Barnes (via facsimile w/o enc.)

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NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, As Amended

1. The amount of the debt is stated in the letter attached hereto.
2. The Savannah Homeowners Association, Inc is the creditor to whom the debt is owed.
3. The debt described in the letter attached hereto and evidenced by the copy of the statement attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor, within thirty days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor is not the original creditor, and if the debtor makes a written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm. That Creditor is: The Savannah Homeowners Association, Inc
6. Written requests should be addressed to Derek F. Dean, Esquire, SIMONS & DEAN, 147 Wappoo Creek Drive, Suite 604, Charleston, South Carolina 29412.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
 LONGWOOD FL 32779

(407) 788-6700

FEB 9, 2017

STATEMENT

CM 17 002670 00101D
 DENISE H JONES
 506 ARLINGTON DR #D
 CHARLESTON SC 29414

ACCT #00000267000101D9

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

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DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
06/30/2014	BAL FWD AS OF 6/30/14	12,390.00			12,390.00
06/30/2014	BAL FWD 2013 ROOF S/A 6/30/14		725.00		13,115.00
06/30/2014	BAL FWD 2014 ROOF S/A 6/30/14		638.30		13,753.30
06/30/2014	2014 S/A NOT BILLED-PR MGMT		111.70		13,865.00
07/01/2014	JULY ASSESSMENT	183.00			14,048.00
07/30/2014	CASH REC'D CK#7679 JONES	-183.00			13,865.00
07/30/2014	CASH REC'D CK#7679 JONES	-20.00			13,845.00
08/01/2014	AUGUST ASSESSMENT	183.00			14,028.00
08/11/2014	REC'D E-CK# 0005898075	-20.00			14,008.00
08/11/2014	REC'D E-CK# 0005898075	-183.00			13,825.00
09/01/2014	SEPTEMBER ASSESSMENT	183.00			14,008.00
09/10/2014	REC'D E-CK# 0005991763	-20.00			13,988.00
09/10/2014	REC'D E-CK# 0005991763	-183.00			13,805.00
10/01/2014	OCTOBER ASSESSMENT	183.00			13,988.00
10/13/2014	ASSESSMENT INTEREST CHARGES	187.69			14,175.69
10/13/2014	ASSESSMENT LATE FEE CHARGE	30.00			14,205.69
10/14/2014	REC'D E-CK# 0006108474	-20.00			14,185.69
10/14/2014	REC'D E-CK# 0006108474	-183.00			14,002.69
11/01/2014	NOVEMBER ASSESSMENT	183.00			14,185.69
11/10/2014	ASSESSMENT INTEREST CHARGES	190.44			14,376.13
11/10/2014	ASSESSMENT LATE FEE CHARGE	30.00			14,406.13
12/01/2014	DECEMBER ASSESSMENT	183.00			14,589.13
12/01/2014	REC'D E-CK# 0006238465	-183.00			14,406.13
12/01/2014	REC'D E-CK# 0006238465		-20.00		14,386.13
12/11/2014	ASSESSMENT INTEREST CHARGES	193.18			14,579.31
12/11/2014	ASSESSMENT LATE FEE CHARGE	30.00			14,609.31
12/17/2014	REC'D E-CK# 0006319613	-20.00			14,589.31
12/17/2014	REC'D E-CK# 0006319613	-183.00			14,406.31
01/01/2015	JANUARY ASSESSMENT	210.79			14,617.10
01/01/2015	SPECIAL ASSESSMENT-ROOF REPAIR		750.00		15,367.10

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
 LONGWOOD FL 32779

(407) 788-6700

FEB 9, 2017

STATEMENT

CM 17 002670 00101D
 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
01/12/2015	REC'D E-CK# 0006431690	-130.69			15,236.41
01/12/2015	REC'D E-CK# 0006431690	-20.00			15,216.41
01/12/2015	REC'D E-CK# 0006431690	-52.31			15,164.10
01/14/2015	ASSESSMENT INTEREST CHARGE	194.38			15,358.48
01/14/2015	ASSESSMENT LATE FEE CHARGE	30.00			15,388.48
02/01/2015	FEBRUARY ASSESSMENT	210.79			15,599.27
02/11/2015	INTENT TO LIEN NOTICE	45.00			15,644.27
02/12/2015	ASSESSMENT INTEREST CHARGE	197.55			15,841.82
02/12/2015	ASSESSMENT LATE FEE CHARGE	30.00			15,871.82
02/28/2015	JANUARY S/A INTEREST CHARGE		22.76		15,894.58
02/28/2015	FEBRUARY S/A INTEREST CHARGE		23.69		15,918.27
03/01/2015	MARCH ASSESSMENT	210.79			16,129.06
03/04/2015	REC'D E-CK# 0006632712	-20.00			16,109.06
03/04/2015	REC'D E-CK# 0006632712	-183.00			15,926.06
03/12/2015	ASSESSMENT INTEREST CHARGE	200.71			16,126.77
03/12/2015	ASSESSMENT LATE FEE CHARGE	30.00			16,156.77
03/12/2015	S/A INTEREST CHARGE		24.64		16,181.41
03/16/2015	CLAIM OF LIEN PREPARATION	125.00			16,306.41
03/16/2015	REC'D E-CK# 0006669748	-20.00			16,286.41
03/16/2015	REC'D E-CK# 0006669748	-183.00			16,103.41
04/01/2015	APRIL ASSESSMENT	210.79			16,314.20
04/13/2015	ASSESSMENT INTEREST CHARGE	203.87			16,518.07
04/13/2015	ASSESSMENT LATE FEE CHARGE	30.00			16,548.07
04/13/2015	S/A INTEREST CHARGE		25.57		16,573.64
04/21/2015	COLLECTION PKG TO ATTY	75.00			16,648.64
05/01/2015	MAY ASSESSMENT	210.79			16,859.43
05/11/2015	ASSESSMENT INTEREST CHARGE	207.03			17,066.46
05/11/2015	ASSESSMENT LATE FEE CHARGE	30.00			17,096.46
05/11/2015	S/A INTEREST CHARGE		26.51		17,122.97
06/01/2015	JUNE ASSESSMENT	210.79			17,333.76

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
 LONGWOOD FL 32779

(407) 788-6700

FEB 9, 2017

STATEMENT

CM 17 002670 00101D
 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
06/04/2015	LEGAL-S&D INV#30972-(101D)SW			70.00	17,403.76
06/11/2015	ASSESSMENT INTEREST CHARGE	210.20			17,613.96
06/11/2015	ASSESSMENT LATE FEE CHARGE	30.00			17,643.96
06/11/2015	S/A INTEREST CHARGE		27.45		17,671.41
07/01/2015	JULY ASSESSMENT	210.79			17,882.20
07/13/2015	ASSESSMENT INTEREST CHARGE	213.36			18,095.56
07/13/2015	ASSESSMENT LATE FEE CHARGE	30.00			18,125.56
07/13/2015	S/A INTEREST CHARGE		28.38		18,153.94
07/27/2015	LEGAL S&D INV#31328-(101D)LM2			879.60	19,033.54
08/01/2015	AUGUST ASSESSMENT	210.79			19,244.33
08/12/2015	ASSESSMENT INTEREST CHARGE	216.52			19,460.85
08/12/2015	ASSESSMENT LATE FEE CHARGE	30.00			19,490.85
08/12/2015	S/A INTEREST CHARGE		29.32		19,520.17
08/27/2015	LEGAL-S&D-#31419-(101D) KJ			240.05	19,760.22
09/01/2015	SEPTEMBER ASSESSMENT	210.79			19,971.01
09/11/2015	ASSESSMENT INTEREST CHARGE	219.68			20,190.69
09/11/2015	ASSESSMENT LATE FEE CHARGE	30.00			20,220.69
09/11/2015	S/A INTEREST CHARGE		30.26		20,250.95
09/29/2015	LEGAL-S&D-#31630-(101D) KJ			256.40	20,507.35
10/01/2015	OCTOBER ASSESSMENT	210.79			20,718.14
10/13/2015	ASSESSMENT INTEREST CHARGE	222.84			20,940.98
10/13/2015	ASSESSMENT LATE FEE CHARGE	30.00			20,970.98
10/13/2015	S/A INTEREST CHARGE		31.20		21,002.18
10/27/2015	LEGAL-S&D-#31780-(101D) KJ			22.60	21,024.78
11/01/2015	NOVEMBER ASSESSMENT	210.79			21,235.57
11/12/2015	ASSESSMENT INTEREST CHARGE	226.01			21,461.58
11/12/2015	ASSESSMENT LATE FEE CHARGE	30.00			21,491.58
11/12/2015	S/A INTEREST CHARGE		32.13		21,523.71
12/01/2015	DECEMBER ASSESSMENT	210.79			21,734.50
12/11/2015	ASSESSMENT INTEREST CHARGE	229.17			21,963.67

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
 LONGWOOD FL 32779

(407) 788-6700

FEB 9, 2017

STATEMENT

CM 17 002670 00101D
 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
12/11/2015	ASSESSMENT LATE FEE CHARGE	30.00			21,993.67
12/11/2015	S/A INTEREST CHARGE		33.08		22,026.75
12/28/2015	LEGAL-S&D INV#32108-(101D)EW			553.90	22,580.65
01/01/2016	JANUARY ASSESSMENT	215.38			22,796.03
01/01/2016	S/A ROOF REPAIRS		750.00		23,546.03
01/20/2016	ASSESSMENT INTEREST CHARGE	232.40			23,778.43
01/20/2016	ASSESSMENT LATE FEE CHARGE	30.00			23,808.43
01/20/2016	S/A INTEREST CHARGE		34.01		23,842.44
01/23/2016	LEGAL S&D INV#32225-(101D)LM			630.80	24,473.24
02/01/2016	FEBRUARY ASSESSMENT	215.38			24,688.62
02/16/2016	ASSESSMENT INTEREST CHARGE	235.63			24,924.25
02/16/2016	ASSESSMENT LATE FEE CHARGE	30.00			24,954.25
02/16/2016	S/A INTEREST CHARGE		34.95		24,989.20
02/24/2016	LEGAL-S&D-#32441-(101D) KJ			665.00	25,654.20
03/01/2016	MARCH ASSESSMENT	215.38			25,869.58
03/11/2016	ASSESSMENT INTEREST CHARGE	238.86			26,108.44
03/11/2016	ASSESSMENT LATE FEE CHARGE	30.00			26,138.44
03/11/2016	S/A INTEREST CHARGE		35.89		26,174.33
03/25/2016	LEGAL-S&D-#32562-(101D) KJ			90.66	26,264.99
04/01/2016	APRIL ASSESSMENT	215.38			26,480.37
04/12/2016	ASSESSMENT INTEREST CHARGE	242.09			26,722.46
04/12/2016	ASSESSMENT LATE FEE CHARGE	30.00			26,752.46
04/12/2016	S/A INTEREST CHARGE		36.82		26,789.28
04/25/2016	LEGAL-S&D-#32714-(101D) KJ			828.66	27,617.94
04/25/2016	LEGAL-S&D-#32713-(101D) KJ			29.70	27,647.64
05/01/2016	MAY ASSESSMENT	215.38			27,863.02
05/11/2016	ASSESSMENT INTEREST CHARGE	245.32			28,108.34
05/11/2016	ASSESSMENT LATE FEE CHARGE	30.00			28,138.34
05/11/2016	S/A INTEREST CHARGE		37.76		28,176.10
06/01/2016	JUNE ASSESSMENT	215.38			28,391.48

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
 2180 W SR 434 STE 5000
 LONGWOOD FL 32779

(407) 788-6700

FEB 9, 2017

STATEMENT

CM 17 002670 00101D
 DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
 ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
06/01/2016	LEGAL-S&D-#32959-(101D) KJ			122.50	28,513.98
06/13/2016	ASSESSMENT INTEREST CHARGE	248.55			28,762.53
06/13/2016	ASSESSMENT LATE FEE CHARGE	30.00			28,792.53
06/13/2016	S/A INTEREST CHARGE		38.70		28,831.23
07/01/2016	JULY ASSESSMENT	215.38			29,046.61
07/12/2016	ASSESSMENT INTEREST CHARGE	251.78			29,298.39
07/12/2016	ASSESSMENT LATE FEE CHARGE	30.00			29,328.39
07/12/2016	S/A INTEREST CHARGE		39.63		29,368.02
07/20/2016	LEGAL-S&D-#33371-(101D) KJ			600.05	29,968.07
07/26/2016	ADJ ASMT 6/1-6/16/16(101D)DK	-114.88			29,853.19
07/26/2016	ASMT 6/1-6/16/16(101d)dk	114.88			29,968.07
08/01/2016	AUGUST ASSESSMENT	215.38			30,183.45
08/01/2016	ADJ ASSN ONNED UNIT #101D NS	-215.38			29,968.07
08/18/2016	ADJ ASSN OWNED 6/17-6/30/16 NS	-100.50			29,867.57
08/18/2016	ADJ JULY ASSN OWNED #101D NS	-215.38			29,652.19
09/01/2016	SEPTEMBER ASSESSMENT	215.38			29,867.57
09/01/2016	ADJ ASSN ONNED UNIT #101D NS	-215.38			29,652.19
10/01/2016	OCTOBER ASSESSMENT	215.38			29,867.57
10/01/2016	ADJ ASSN ONNED UNIT #101D NS	-215.38			29,652.19
11/01/2016	NOVEMBER ASSESSMENT	215.38			29,867.57
11/01/2016	ADJ ASSN ONNED UNIT #101D NS	-215.38			29,652.19
12/01/2016	DECEMBER ASSESSMENT	215.38			29,867.57
12/01/2016	ADJ ASSN ONNED UNIT #101D NS	-215.38			29,652.19
12/01/2016	CASH REC'D CK#2165 S&D AG	-14,772.38			14,879.81
12/01/2016	CASH REC'D CK#2165 S&D AG	-4,644.95			10,234.86
12/01/2016	CASH REC'D CK#2165 S&D AG		-592.75		9,642.11
12/01/2016	CASH REC'D CK#2165 S&D AG			-4,989.92	4,652.19
12/05/2016	ADJ INTEREST PER CM/AG	-1,697.19			2,955.00
12/05/2016	ADJ INTERESR PER CM/AG		-2,955.00		0.00
01/01/2017	JANUARY ASSESSMENT	222.15			222.15

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THE SAVANNAH HOMEOWNERS ASSOCIATION INC
2180 W SR 434 STE 5000
LONGWOOD FL 32779

(407) 788-6700

FEB 9, 2017

STATEMENT

CM 17 002670 00101D
DENISE H JONES

ACCT #00000267000101D9

CONTINUED

PROPERTY 506 ARLINGTON DR #D
ADDRESS CHARLESTON SC 29414

DATE	DESCRIPTION	MONTHLY	S/A ROOFS	LEGAL	BALANCE
01/01/2017	S/A ROOF REPAIRS		750.00		972.15
01/31/2017	REV ASSMT ADJ 9/1-12/31/16	861.52			1,833.67
02/01/2017	FEBRUARY ASSESSMENT	222.15			2,055.82
02/08/2017	CORR REV ASSMT ADJ 1/31/17-DW	-215.38			1,840.44
		<u>1,090.44</u>	<u>750.00</u>	<u>0.00</u>	

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SIMONS & DEAN

ATTORNEYS AT LAW

147 WAPPOO CREEK DRIVE, SUITE 604 | CHARLESTON, SC 29412 | 843.762.9132 | FAX: 843.406.9913

Keating L. Simons, III klsimons@simonsanddean.com

Derek F. Dean dfdean@simonsanddean.com

March 13, 2017

Ms. Denise H. Jones
506 Arlington Dr. #D
Charleston, SC 29414

RE: 506 Arlington Dr. #D

Dear Ms. Jones:

In response to your most recent letter, please accept the following:

1) You questioned why the balance due is \$2,840.44 instead of the \$1,840.44 reflected on the statement of account you were provided. The additional balance due is for legal fees and costs.

2) Your account was in foreclosure litigation through the end of 2016 and was being handled by my office as you know well. That is why the initial invoice is coming from my firm rather than from the Association.

3) Special assessments are charged pro rata against and for the benefit of the entire membership. The assessments are for repairs and maintenance to the common elements of the units generally and not to any one particular unit. Based upon the provisions of the governing documents, and as approved by the board and/or voted on by the membership, you remain responsible therefor.

4) The entry on the invoice of "rev assmt adj 9/1-12/3/16" represents a credit posted to your account as a result of the settlement of the Association's foreclosure suit.

Payment must be made immediately to avoid additional legal proceedings. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

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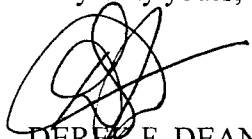
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With kind regards, I remain

Very truly yours,



DEREK F. DEAN

DFD/

cc: Ms. Amanda Barnes (via facsimile)

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greeting:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between THE SAVANNAH HOMEOWNERS ASSOCIATION, INC., as Plaintiff(s) and Denise H. Jones a/k/a Denise Jones as defendant(s), Case No. 2015-CP-10-3479, by Order dated March 31, 2016, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the order(s) granted in the case as by reference thereto will appear.

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NOW THEREFORE KNOW ALL MEN That I, the undersigned, as Master In Equity of Charleston County, pursuant to the foregoing and in consideration of the sum of Five Hundred and No/100 (\$500.00) Dollars as paid by the hereinafter named Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released and by these presents do grant and release unto the grantee, THE SAVANNAH HOMEOWNERS ASSOCIATION, INC., c/o Sentry Management, Inc., 4925 Lacross Rd., Suite 112, North Charleston, SC 29406, the following described property, to wit:

ALL that certain Unit situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit 506D in The Savannah Horizontal Property Regime, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10, etc., South Carolina Code of Laws (1976), as amended from time to time, and submitted by Master Deed, dated October 18, 2000, and recorded in Book A357 at Page 616, with First Amendment to Master Deed recorded in Book J368 at Page 555, together with the Amendments thereto, in the RMC Office for Charleston County, South Carolina. Together with the undivided percentage interest in the General Common Elements of the property as set forth in the Master Deed referenced with all amendments thereto.

BEING the same property conveyed to Denise H. Jones by deed of Oakland Townhouses, LLC dated June 4, 2001 and recorded in the RMC Office for Charleston County in Book N373, Page 785.

TMS NO.: 310-07-00-104

Property Address: 506 Arlington Drive, Apt. D, Charleston, SC 29414

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;.

STATE OF SOUTH CAROLINA }
COUNTY OF Charleston } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property was transferred by Mikell R. Scarborough, Master in Equity for Charleston County, South Carolina
to The Savannah Homeowners Association, Inc. on June 17, 2016

- 3. Check one of the following: The deed is
(A) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity . or is a transfer to a trust or as distribution to a trust beneficiary.
(C) exempt from the deed recording fee because (See Information section of affidavit): #13, foreclosure proceeding (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
(A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
(B) The fee is computed on the fair market value of the realty which is _____
(C) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

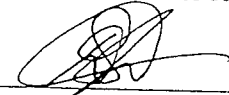
5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____

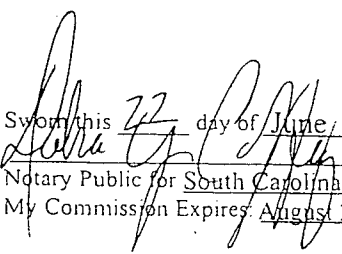
- 6. The deed recording fee is computed as follows:
(A) Place the amount listed in item 4 above here: _____
(B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantee

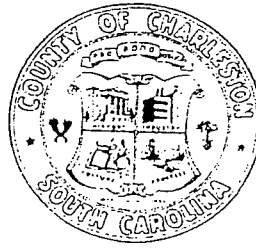
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction
Derek F. Dean
Print or Type Name Here


Sworn this 22 day of June, 2016
Notary Public for South Carolina
My Commission Expires August 26, 2021

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RECORDER'S PAGE



NOTE: This page MUST remain with the original document

Filed By:

SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
STE 604
CHARLESTON SC 29412

RECORDED		
Date:	July 5, 2016	
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Charlie Lybrand, Register Charleston County, SC		

MAKER:

JONES DENISE H

RECIPIENT:

SAVANNAH HOA INC

Note:

Original Book:

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State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
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Chattel	\$ -
TOTAL	\$ 10.00

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AUDITOR STAMP HERE
RECEIVED From RMC

JUL 06 2016

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
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DATE 7/7/16

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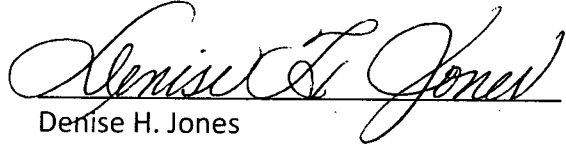
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I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 24, 2019



Denise H. Jones
506-D Arlington Drive
Charleston, South Carolina 29414
843-819-5878
Appellant

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RECEIVED
AUG 14 2019
SC Court of Appeals