

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Mikell R. Scarborough, Master In Equity

Case No. 2019-000205

The Savannah Homeowners Association, Inc., .....Respondent,

v.

Denise H. Jones and LVNV Funding, LLC, .....Defendants,

Of Whom Denise H. Jones is the Appellant.

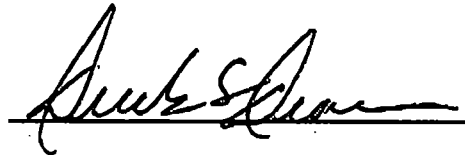
MOTION TO CLARIFY AND AMEND DESIGNATION OF MATTER TO BE INCLUDED IN  
RECORD ON APPEAL

Pursuant to the South Carolina Appellate Court Rules ("SCACR"), Respondent respectfully moves for an Order clarifying and amending the Designation of Matter to be included in the Record on Appeal. This motion applies to two issues in particular:

- 1) In Appellant's second Designation of Matter To Be Included In The Record on Appeal dated June 24, 2019, Appellant proposes that a letter from the Charleston County Assessor's Office be included. No such letter was admitted into evidence at the trial of this matter, and as such, Respondent objects to same being included in the Record on Appeal. Respondent does note that Appellant did not include said letter in the Record on Appeal served on Respondent.

- 2) Respondent inadvertently omitted designation of pages 41-47 of the hearing transcript in its Designation of Matter although said pages are referenced on page 5 of Respondent's Initial Brief. Respondent contends this was a mere scrivener's error and respectfully requests that the Court include said pages, copies of which are attached hereto as Exhibit A, in the Record on Appeal.

Respectfully submitted,



Derek F. Dean

SIMONS & DEAN

147 Wappoo Creek Drive, Suite 604

Charleston, SC 29412

(843) 762-9132

Attorneys for Respondent

8/22, 2019

11/6/2018

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1 they started with Sentry Management in 2014, I  
2 believe.

3 THE COURT: Okay.

4 THE WITNESS: Yeah, 2014.

5 THE COURT: So you're familiar with what was  
6 going on?

7 THE WITNESS: Yes.

8 THE COURT: During this time?

9 THE WITNESS: Yep.

10 THE COURT: Okay. And then from there, it  
11 looks like the regular monthly assessments of 222.15,  
12 and then you've got the ongoing monthly late fee  
13 charge of 30, which you've established the basis for  
14 that?

15 THE WITNESS: Uh-huh.

16 THE COURT: And then the interest just  
17 continues to accrue. What's the interest rate? And  
18 I'm assuming it's accruing on the running balance, is  
19 I assume what's being done?

20 THE WITNESS: It is on the running balance.  
21 I think it's 1.8 percent per month?

22 MR. DEAN: It's 18 percent per annum, 1.5.

23 THE COURT: Eighteen per annum, one and a  
24 half per month? Okay. Because that's the one thing,  
25 the one figure that keeps going up?

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1 THE WITNESS: Yes.

2 THE COURT: So that gets us -- I follow you  
3 through '17. It looks like in September of '17 --  
4 well, let me go back. Let me go back to the first  
5 page in February of '18. There's some sort of  
6 corrected review assessment adjustment of -- it says a  
7 credit of 215.38 being shown? Do you see that?

8 THE WITNESS: I do.

9 THE COURT: It's about the sixth line down?

10 THE WITNESS: Yes. I'm not sure without  
11 trying to search records what that was for.

12 THE COURT: Does the DW mean anything, to the  
13 side?

14 THE WITNESS: Probably Dawn Wilson, an  
15 employee.

16 THE COURT: Employee?

17 THE WITNESS: At our corporate office.

18 THE COURT: So that may well have been a  
19 monthly assessment or something?

20 THE WITNESS: Right.

21 THE COURT: For 2000 --

22 THE WITNESS: '17.

23 THE COURT: '16, it would be a '16  
24 assessment, wouldn't it?

25 THE WITNESS: '16, yes, Your Honor.

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1 THE COURT: All right. Hold on a second, let  
2 me just do some math so I can get my head together.  
3 If you multiply 215.38 times four, you get the 861.52.  
4 So it's a credit coming right back to her it looks  
5 like.

6 MR. DEAN: Your Honor, I don't know why they  
7 would have backed out the 215.38, but in any event, it  
8 maneuvers to Ms. Jones's benefit.

9 THE COURT: Sure. It makes the assessment to  
10 be three months instead of four months, right?

11 THE WITNESS: Yes.

12 THE COURT: Okay. Going back in time to '16?  
13 Okay. All right. And then let's go on to Page 2, and  
14 it looks like everything goes the same. They're  
15 starting to accrue some legal fees over there in that  
16 right-hand column. But on 9/7 of '17, it looks like a  
17 payment comes in and it gets applied to all three  
18 accounts is what it looks like?

19 THE WITNESS: Yes.

20 THE COURT: So, basically, 395 for the  
21 assessments, 32.80 for the special assessment, and  
22 then 72.75 for rent. And then same at the end of that  
23 month, 9/30, \$360 credit. October, \$69 credit. All  
24 right. Another payment, but this just -- I don't know  
25 who or how that gets assessed, but when a payment

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1 comes in, it gets applied.

2 THE WITNESS: It does, yes. It usually goes  
3 towards interest and late fees first and then legal  
4 and then towards the balance on the account.

5 THE COURT: All right. Very good. Now I'm  
6 on page, I believe Page 3. So I get over to January 1  
7 of '18, and once again, I see that special assessment  
8 for the roofs of 750?

9 THE WITNESS: Yes.

10 THE COURT: And I'm assuming since Ms. Jones  
11 is, according to y'all's records, is delinquent she  
12 would have had to have requested that to be a  
13 monthly -- added to her monthly assessment, but that  
14 didn't get done. So it just comes as a one-time  
15 charge, right? Am I correct on my --

16 THE WITNESS: They changed it a little bit,  
17 when we did the books originally in 2018, they did  
18 bill them for the entire year. And then if you look  
19 on February 1st, they actually went and reversed it,  
20 and then credited the 687.50.

21 THE COURT: Okay.

22 THE WITNESS: And then they billed it monthly  
23 instead at the \$62.50 per month each month instead.

24 THE COURT: Okay. So that's what that 62.50  
25 reflects?

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1 THE WITNESS: Yes, yes.

2 THE COURT: Okay. Got you. All right.

3 Looks like some cash came in in February, March,  
4 April, May, nothing in June or July. But then in  
5 August, \$200 comes in. Nothing in September. October  
6 is a credit. And then since that time -- let's see,  
7 we've gotten to -- is that the figure we testified to,  
8 the 9,772.49?

9 THE WITNESS: Yes.

10 THE COURT: Is where we are as of today,  
11 yeah. I see all these special assessments going down  
12 later, but that's your accountant doing that, right?

13 THE WITNESS: Right.

14 THE COURT: So the monthly assessment for the  
15 month of November -- so this year's assessment is the  
16 224.66 figure?

17 THE WITNESS: Correct.

18 THE COURT: And then 62.50 per month on the  
19 roof, and then once again, is it true -- is it once  
20 it's late, the late fee would be a charged if there's  
21 any balance due; is that right?

22 THE WITNESS: Yes.

23 THE COURT: That's what I'm reading? Okay.  
24 All right. And then again, interest continues to  
25 accrue on the running total at the 18 percent prime?

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1 THE WITNESS: Right.

2 THE COURT: All right. And that's how you  
3 come up with the 9,772.49.

4 THE WITNESS: Yes.

5 THE COURT: The next thing you testified to  
6 was about the roof repairs and there being the ability  
7 to accelerate those in the event of default. Was the  
8 acceleration, is that what got you to the 11,000  
9 figure?

10 THE WITNESS: If it was accelerated, it  
11 would. Those numbers are actually on every owner's  
12 account, because it was passed for three years.

13 THE COURT: Okay.

14 THE WITNESS: So since it's on every owner's  
15 ledger account --

16 THE COURT: That's why --

17 THE WITNESS: It's just not due until each  
18 month.

19 THE COURT: That's why the 62.50 shows?

20 THE WITNESS: Right.

21 THE COURT: Right?

22 THE WITNESS: That's correct.

23 THE COURT: Okay. All right. I'm with you  
24 on that.

25 MR. DEAN: And we're not seeking that, Your

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1 Honor.

2 THE COURT: Got it, got it. Okay. That's  
3 into the future, right?

4 MR. DEAN: Correct.

5 THE COURT: Okay. I'm with you on that. And  
6 then the interest, we've covered, and late fees we've  
7 covered. We've figured out what the 861.52 came from.  
8 All right. Attorney's fees to be submitted. So the  
9 roof is a special assessment. All right. I think I  
10 understand what's going on there. I know it's been  
11 explained, that one. And that current assessment,  
12 roof assessment, is through December of 2020?

13 THE WITNESS: Yes.

14 THE COURT: Got it. Effective '17, or is  
15 that the '18 assessment?

16 THE WITNESS: '18, that was the '18 one.

17 THE COURT: '18.

18 THE WITNESS: January 1, '18.

19 THE COURT: Okay. All right. Let me first  
20 start: Mr. Dean, any questions about the followup of  
21 my questions of Ms. Barnes?

22 MR. DEAN: No, not just -- not to make it any  
23 more complicated, but I do want the Court to be aware  
24 of the statement that's been introduced as Exhibit 1  
25 does contain some of the attorney's fees.

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Mikell R. Scarborough, Master In Equity

Case No. 2019-000205

**RECEIVED**  
AUG 22 2019  
SC Court of Appeals

The Savannah Homeowners Association, Inc., .....Respondent,

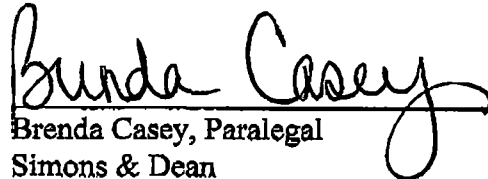
v.

Denise H. Jones and LVNV Funding, LLC, .....Defendants,

Of Whom Denise H. Jones is the Appellant.

PROOF OF SERVICE

I certify that I have served the MOTION TO CLARIFY AND AMEND DESIGNATION OF MATTER TO BE INCLUDED IN RECORD ON APPEAL on Appellant Denise H. Jones by depositing a copy of it in the United States Mail, postage prepaid on August 22, 2019, addressed to her at 506-D Arlington Drive, Charleston, SC 29414.



Brenda Casey, Paralegal  
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(843) 762-9132  
Attorneys for Respondent

August 22, 2019  
Charleston, South Carolina

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Derek F. Dean [dfdean@simonsanddean.com](mailto:dfdean@simonsanddean.com)  
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**RECEIVED**

August 22, 2019

AUG 22 2019

SC Court of Appeals

VIA REGULAR MAIL & FACSIMILE (803-734-1839)

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

Re: *The Savannah Homeowners Association, Inc. v. Jones, et al.*  
Appellate Case No.: 2019-000205

Dear Ms. Kitchings:

Enclosed is the original and seven (7) copies of Respondent's Motion to Clarify and Amend Designation of Matter to be Included in Record on Appeal; the Proof of Service of Respondent's Motion to Clarify and Amend Designation of Matter to be Included in Record on Appeal and a check in the amount of \$50.00 for the filing fee in connection with the above case. Upon filing, I would appreciate it if you would return a clocked-in copy to me within the self-addressed stamped envelope.

By copy of this letter, I am serving Appellant with a copy of the aforementioned Respondent's Motion to Clarify and Amend Designation of Matter to be Included in Record on Appeal and Proof of Service of Respondent's Motion to Clarify and Amend Designation of Matter to be Included in Record on Appeal.

With kind regards, I remain

Yours very truly,



Derek F. Dean

DFD/bdc

Enclosures

cc: Ms. Denise H. Jones (w/enc.)

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Derek F. Dean [dfdean@simonsanddean.com](mailto:dfdean@simonsanddean.com)  
I. Sonja Taylor [istaylor@simonsanddean.com](mailto:istaylor@simonsanddean.com)

**Date:** August 22, 2019  
**To:** The Honorable Jenny Abbott Kitchings  
**Fax #:** 803-734-1839  
**Re:** Respondent's Motion to Clarify and Amend Designation of Matter to be Included in Record on Appeal  
**Pgs.:** 21 (includes fax cover sheet)

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Please see the attached from Derek F. Dean, Esquire.

Thank you,  
Brenda Casey

Brenda Casey  
Paralegal

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