

90802

The State of South Carolina  
In the court of Appeals  
(not in Supreme Court)

APEAL FROM BEAUFORT COUNTY  
Court of Common Pleae

Marvin H. Dukes III

CASE NO 2019-CP-07-01326

**RECEIVED**  
SEP 09 2019  
SC Court of Appeals

The South Beach Village Bluff Apartments Horizontal Property Regime No. 56 Inc., Respondant,

v.

Zbigniew Marek Drzazgowski and Alicja Anna Drzazgowski, Defentants,

Of whom Zbigniew Marek Drzazgowski is the Appellant.

NOTICE OF APPEAL

Zbigniew M. Drzazgowski appeals the order of the Honorable Marvin H. Dukes III # 3069 dated August 8, 2019 which affirmed his conviction of The Court of Common Pleas. Appellant received written notice of the order on August 12, 2019.

This is the history of Case No. 2019-CP-07-01326.

In 2015, at the request of Atlantic States Management, which manages the South Beach Village Bluff Villas apartment complex in the Sea Pines on Hilton Head Island in South Carolina, decided to replace the door panels. The work was scheduled for December 2015 or January 2016. Because the management has all the keys to the apartments including mine the whole operation took place without the participation of the owners.

I suspect that when it came to my studio they lost my key. They claimed that they had to breake into my appartment. They did it without my knowledge and never left a recorded message about it.

My door has an electronic lock that I use during rental business.

They called locksmith and this man, unaware of what he was doing, broke into my apartment upon the instructions from the Atlantic States Management. He also replaced the key insert at the same time. I didn't receive any information about the burglary and the replaced key insert for next 2 weeks.

Having already entered around 10 codes for future guests where the first of them was to be at the end of February 2016 I decided to call KABA the company that produces and programs locks and establishes codes on my door.

From the information they gave me, it appeared that someone broke the electronic lock door. This action destroyed all established codes. The only way to restore the original codes was to have a reset

done by their specialist and create new codes in the lock.

In this situation, without any choice, I had to drive by car (I live in CT) to see the condition of my apartment.

When I arrived at the apartment, the key that I received from the Atlantic States Management did not work and the codes that I created to open the door didn't work. After 2 hours of trying, I decided to break into my apartment, and to call the police to be sure that everything would be legal (*please see Police statement No. 1*). In the meantime my son resumed contact with KABA and they found another solution to open the lock.

After many attempts, the lock finally opened. It was a night time and it was impossible for the policeman to assess the condition of the apartment.

The next day I found water on the floor in the bathroom and marks that indicated that my apartment was used, however I didn't have any guests at this time due to planned work on the door.

As I determined later the water came from the washing machine.

In this situation, I decided to act very quickly knowing that I left my business in CT and an unfinished job at a client's home. First, I arranged the meetings with a specialist for electronic locks and a specialist for washing machines.

In the meantime, I took care of repairing other damages such as replacing and installing the keybox on the door, repairing blinds, painting the door frame damaged during burglary. For 7 days I managed to bring my apartment to a state that would allow me to rent it for my guests.

The losses I suffered were significant because they involved changing the washing machine, repairing the locks and a 2 day trip to Hilton Head Island and back to CT. I made most of the minor repairs myself (*please see the invoices in the attachment No.2*).

Because I felt very frustrated with the way they treated me, I took the Atlantic States Management(Manager Bluff Villa No. 56 Stacy Keading) to the Small Court in Blaffton demanding to reimburse the cost of all expenses related to breaking into my apartment (*please see the attachment of the Case in the Court No. 3*).

On 02/20/2017 I sent a request for compensation for losses to the State of South Carolina, County of Beaufort. I lost the case.

In the Court of Beaufort decision I did not find the information regarding timing for appeals to the Court in Beaufort(I received only decision, please see attachment), which is in Blaffton, South Carolina. I filed an appeal, but the Court said it was after the deadline. I described the situation that I experienced during this case in appeal which was rejected (*please see the appeal letter No.4*).

Because the door that was installed in my studio did not meet the basic security requirements for this area, such as hurricane and tornado, and a much more important fire, I decided to request to replace them with a door panel that would protect mine and my guests' safety. For last 3 years I have been asking to have my door replaced but I have been totally ignored.(please see attachment)

In this situation, I did not feel obligated to pay for the door panel which did not give me and my guests a sense of security. It is terrifying to think what might happen to people in my apartment in case of a fire or tornado.

At that time I was sending letters asking to replace the door panel with one that would guarantee security. My requests were not understood (*please see attachment No.5*).

I regularly paid for the apartment and was always on time with all payments related to my apartment for as long as I own it which is 13 years.

No progress from South Beach Village Bluff Apartments Horizontal Property Regime No. 56 Inc. in solving significant security issues in our complex has led to a new civil case.

They decided to silence my requests regarding installing a door panel that would have appropriate safety codes by taking me to a court (*please see the attachment regarding codes about existing door No.6*).

Case No. 2019-CP-07-01326 was the continuation of the ongoing dispute between me and Atlantic State Management which was the initiator and contractor of the door panels exchange.

This time the prosecutor is the South Beach Village Bluff Apartments Horizontal Property Regime No. 56 Inc. Normally, in such a situation, the Court sends confirmation mail about the commenced Civil Case, explains the allegations, asks for a written answer to the allegations, and gives 30 days to respond.

This time that protocol was not followed. As I learned from the person that was repairing the roof of my house on Saturday July 15, 2019, a man stopped by and asked if I lived here. When he received confirmation from a person working on the roof he left two large packages on the front steps of the house covering them with a doormat, probably to protect them from the wind ( pictures attached No.7).

Because the man that worked on repairing the roof left before I came home, I did not have an opportunity to find out what happened or find the packages. Over the next 2 days we had rainfall. After two days I found the packages. When I opened them I found the court documents, however they were in a very poor condition. Because they were not secured by a plastic cover, it was difficult to identify the affiliation of these documents and what they contained.

It was hard for me to believe that the documents that affect someone's life can be treated with such thoughtlessness. I was still hoping that everything will be explained to me and I will be informed what happened in a more professional way by the next few days.

The days have passed without any message so I decided to check what happened. Because I already had contacted the Court in Bluffton, I sent a request to identify these documents and confirm what they were about. The answer came with a suggestion that they could be from Beaufort, Court of Common Pleas. I wrote to that Court asking for confirmation that the documents belonged to them. I received the answer on July 29, 2019 but the answer came already after the time that I theoretically had for the answer. This situation was quickly used by the other side. At the same time, I learned that the case was scheduled for August 8 at 10 a.m. in Court in Beaufort, South Carolina. It was less than a month when I supposed to answer on accusations. I still work full time in my business.

In this situation, I realized that I do not have enough time to defend myself. I decided to write to the Court in Beaufort about the existing situation. The actions of the attorney of the Plaintiff were very unprofessional. It was clear to me that she tried to prevent me from attending this case.

**She wrote the letter to me on July 26, 2019, and sent it out on July 29, 2019. I received the letter August 3, 2019 (it was Saturday). I could not get the letter from the post office that day because the postman had the letter with him. The earliest I could pick up this letter was Monday, it was already August 5, 2019. The case in the Court was scheduled for August 8, 2019.**

***It is impossible to arrange a trip from Connecticut to South Carolina within 2 days; especially that I still work fulltime and driving to SC takes two days. Finding a flight was impossible in such a short***

*time.*

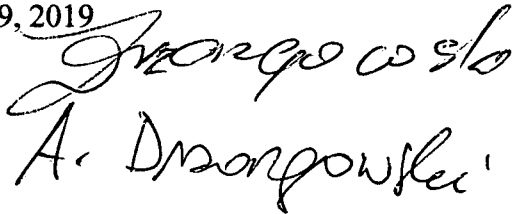
I wrote back the same day asking for more information about this case, the charges against me and for detailed information about the sum I am being charged with. I did not have any information about the accusations. It was Aug 5, 2019 and the letter reaches Beaufort in South Carolina in 4 days, so it will arrive after August 8, 2019. It seems that this situation was purposely created to deprive me of defense and an opportunity to present my arguments that are very significant in this case and give me a chance to win this Civil Case.

Since it was made impossible for me to attend the case I am asking to cancel this decision and the whole case; especially that the actions of the people on the other side went beyond the fair rules that exist in our justice system. I still expect to receive a full recompensation for all the damages.

Presently, I am at the cancer testing stage and before surgery. From what the doctor says it may take several more months before I will be able to drive. Please take this into account in the decision that I may not be able to drive a car such a distance (please see attachment No.7)

*I apologize for the condition of some of the attachments. The originlas were taken from me during the first civil case and they had never been returned to me.*

August 19, 2019



A. Drzazgowski

Sincerely,

Zbigniew, Alicja Drzazgowski  
9 West District Rd.  
Unionville, CT, 06085  
Appealant  
860 675-4025

Jannine M. Mutterer  
21 Promenade St. Suite 205  
Post Office Box 29  
Bluffton, SC 29910  
Respondant  
843 640-5700

Honorable Marvin H. Dukes  
State of South Carolina  
Court of Beaufort  
The Court of Common Pleas  
P.O. Drawer 1128  
Beaufort, SC 29901

+

**NOTICE OF APPEAL IN A CIVIL CASE**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

Marvin H. Dukes III, Circuit Court Judge

Case No. 2019-CP-07-01326

South Beach Village Bluff  
Apartments Horizontal  
Property Regime No.56 Inc.

Respondent,

v.

Zbigniew Marek Drzazgowski  
and Alicja Anna Drzazgowski

Appellant.

**RECEIVED**  
SEP 09 2019  
SC Court of Appeals

**NOTICE OF APPEAL**

Zbigniew Marek Drzazgowski appeals the order Case No. 2019-CP-07-01326 of the Honorable Marvin H. Dukes III dated August 8, 2019. Appellant received written notice of entry of this order on August 14, 2019.

September 3, 2019

Other Counsel of Record:  
Jannine M. Mutterer  
21 Promenade St. Suite 205  
Hilton Head Island, SC 29910

Marvin H. Dukes III  
State of South Carolina  
Court of Beaufort  
The Court of Common Pleas  
P.O. Drawer 1128  
Beaufort, SC 29901

  
Zbigniew M. Drzazgowski  
West District Rd.  
Unionville, CT 06085  
Appellant

**PROOF OF SERVICE OF A NOTICE OF APPEAL**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

APPEAL FROM BEAFORT COUNTY  
Court of Common Pleas

Marvin H. Dukes III, Circuit Court Judge

Case No. 2019-001420

**RECEIVED**

SEP 09 2019

SC Court of Appeals

South Beach Village Bluff  
Apartments Horizontal  
Property Regime No. 56 Inc.

Respondent,

v.

Zbigniew Marek Drzazgowski  
and Alicja Anna Drzazgowski

Appellant.

**PROOF OF SERVICE**

I certify that I have served the Notice of Appeal on South Beach Village Bluff Apartments Horizontal Property Regime No. 56 by depositing a copy of it in the United States Mail, postage prepaid, on September 03, 2019, addressed to his attorney of record, Jannine M. Mutterer P.O. Box 29 Bluffton, SC 29910.

September 03, 2019

*Zbigniew M. Drzazgowski*  
*A. Drzazgowski*

Zbigniew M. Drzazgowski  
9 West District Rd.  
Unionville, CT 06085  
Appellant

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019-CP-07-01326

South Beach Village Bluff Apartments Horizontal Property  
 Regime No. 56, Inc.

Zbigniew Marek Drzazgowski and Alicja Anna  
 Drzazgowski

PLAINTIFF(S)

DEFENDANT(S)

<p><b>Submitted by:</b> Mutterer Law Firm; Jannine M. Mutterer, Esq.                  PO Box 29                  Bluffton, SC 29910</p>	<p><b>Attorney for :</b> <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant                  or  <input type="checkbox"/> Self-Represented Litigant</p>
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**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

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

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

**RECEIVED**

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : Foreclosure Action

SEP 09 2019

SC Court of Appeals

**INFORMATION FOR THE JUDGMENT INDEX**

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
South Beach Village Bluff Apartments Horizontal Property Regime No. 56, Inc.	Zbigniew Marek Drzazgowski and Alicja Anna Drzazgowski	\$9,583.71

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

ALL that certain Apartment, situate, lying and being in Sea Pines Plantation, on Hilton Head Island, Beaufort County, South Carolina and being known as Apartment #1711 of South Beach Village Bluff Apartments Horizontal Property Regime 56, and being more particularly shown and described by reference to the Master Deed of South Beach Associates establishing said Horizontal Property Regime, said Master Deed being dated the 28<sup>th</sup> day of August, 1972, and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 201 at Page 1128.

ALSO, all the rights, privileges and common elements appertaining to the described Apartment set forth in the Master Deed and By-Laws of the South Beach Village Apartments Horizontal Property Regime 56.

THE within property is conveyed subject to all applicable obligations, restrictions, limitations, and covenants of record in the Register of Deeds Office in Beaufort County, South Carolina.

This being the same property conveyed to Zbigniew Marek Drzazgowski and Alicja Anna Drzazgowski by Deed of Robert Kuzich dated February 3, 2006 and recorded in the Office of Register of Deeds for Beaufort County, South Carolina in Book 2325 at Page 0262.

Property Address: 2 Braddock Bluff Drive, Unit 1711, Hilton Head Island, Beaufort County, South Carolina.  
 TMS#: R550 017 000 0973 0014 00

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

<b>Circuit Court Judge</b>	<b>Judge Code</b>	<b>Date</b>
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**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**

**Court Reporter:**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )  
 )  
South Beach Village Bluff Apartments )  
Horizontal Property Regime No. 56, Inc., )  
 )  
PLAINTIFF, )

IN THE COURT OF COMMON PLEAS  
FOR THE 14<sup>TH</sup> JUDICIAL CIRCUIT  
CIVIL ACTION #: 2019-CP-07-01326

ORDER FOR JUDGMENT AND DECREE  
OF FORECLOSURE

**RECEIVED**

vs.

Zbigniew Marek Drzazgowski and )  
Alicja Anna Drzazgowski, )  
DEFENDANT(S). )

SEP 09 2019

**SC Court of Appeals**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and by Order of The Honorable Marvin H. Dukes, III this case was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the case. Any appeal from the final judgment so entered will be to the South Carolina Court of Appeals.

Pursuant to the order of reference a hearing was held on August 8, 2019 and was attended by Jannine M. Mutterer attorney for Plaintiff and others as noted in the Record of Hearing. Evidence was offered and received as shown in the Record of Hearing. Based on the evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens Summons and Complaint were filed on June 6, 2019; The lien being foreclosed dated March 8, 2017 was filed on March 9, 2017, in the Office of the Register of Deeds for Beaufort County in Lien Book 121 at Page 0289, and describing the property being foreclosed. The Order of Reference referring case to the Honorable Marvin H. Dukes, III, was filed July 18, 2019 as shown by the Order on file herein.
2. Service was made upon the Defendant, Zbigniew Marek Drzazgowski, via personal service on June 15, 2019 as shown by the Affidavit of Service entered on June 27, 2019 and on file herein.
3. Service was made upon the Defendant, Alicja Anna Drzazgowski, via personal substitute

- service upon the Defendant, Zbigniew Marek Drzazgowski, on June 15, 2019, as shown by the Affidavit of Service entered on June 27, 2019 and on file herein.
4. Defendants, having filed no answer, notice of appearance or other responsive pleadings, are in default as shown by the Affidavit entered on July 17, 2019 and on file herein.
  5. According to the Affidavit filed herein, Defendants are not in the Military Service of the United States of America, as contemplated under the Service Members Civil Relief Act, any amendments thereto.
  6. Defendants is not entitled to protection under South Carolina Supreme Court Order 2011-05-02-01 as the Plaintiff is a homeowners' association not a mortgagee. The Certificate of Exemption entered on June 6, 2019 and on file herein.
  7. This Matter is exempt from mandatory Alternative Dispute Resolution ("ADR") under Rule 6 as this is a mortgage or lien foreclosure. The Certificate of Exemption from ADR entered on June 6, 2019 and on file herein.
  8. Defendants were notified of the time, date and place of hearing in this matter as shown by the Notice of Hearing and Certificate of Service entered on July 17, 2019 and on file herein.
  9. Defendants purchased 2 Braddock Bluff Drive, Unit 1711, Hilton Head Island, South Carolina, by deed recorded on February 24, 2006 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2325 at Page 0262 and that the Deed unto Defendants was taken subject to the recorded Master Deed and By Laws for South Beach Village Bluff Apartments Horizontal Property Regime No. 56. and any amendments thereto recorded on September 6, 1972 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 201 at Page 1128, and all amendments thereto ("Master Deed") requiring Defendants to pay annual and special assessments and fees as they came due.
  10. That by virtue of the Master Deed the sum due constitutes a lien against the interest owned by Defendant(s).
  11. The lien being foreclosed was signed March 8, 2017 and was filed on March 9, 2017, in the

Office of the Register of Deeds for Beaufort County in Lien Book 121 at Page 0289.

12. That payment has not been made by Defendants after demand and that South Beach Village Bluff Apartments Horizontal Property Regime No. 56, Inc. ("South Beach") has elected to foreclose its lien.
13. That the Master Deed authorized the employment of an attorney to collect such sum as is owed by South Beach but unpaid.
14. Having specifically considered each of the following: the nature, extent and difficulty of the services rendered (the field of lien foreclosures being a focused area of practice); the time and labor devoted to the case, including reviewing the various documents, performing the title search, preparing, filing and serving the pleadings, preparing for the hearing, including preparing the judgment and other documents requested by the Court, attending the hearing, preparing for and attending the sale, and preparing any post-sale documents requested by the Court; the professional standing of Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for Plaintiff, I find that the sum of \$4,662.50 is a reasonable attorney's fee for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
15. The amount due and owing to Plaintiff, is as follows:
  - a. Association Fees:           \$    3,382.91
  - b. Attorney's Fees             \$    4,662.50
  - c. Costs of Collection         \$    1,538.30
  - d. Total                         \$    9,583.71**
16. Plaintiff is entitled to foreclose its lien and to sell the property at public auction to satisfy the total sum due.

17. That the Defendants are believed to have no equity in the property and/or do not reside in the property as their primary residence, thus rendering it exempt from S.C. Code Ann. §15-41-30.
18. Plaintiff waives its right to a personal deficiency against Defendants.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

IT IS ORDERED, ADJUDGED and DECREED:

1. Any finding of fact which is in fact a conclusion of law is here so adopted.
2. Plaintiff should have judgment for the total sum due and should have the right to have the property described herein and, in the Lis Pendens, sold at public auction after due advertisement.
3. Each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
4. There is due to Plaintiff from the Defendants the total sum of \$9,583.71.
5. That on default of payment prior to the date and time of the sale, the premises, hereinafter described, shall be sold by the Master In Equity at public auction, at the Beaufort County Courthouse, in the County and State aforesaid, at 11:00 am on the next convenient sales day hereafter, on the following terms, that is to say:
  - a) FOR CASH: The Master In Equity shall require a deposit at the conclusion of the bidding 5% of the amount of the bid, in cash or equivalent, as evidence of good faith, the same to be applied on the purchase price in case of compliance with the bid, but in case of non-compliance within thirty (30) days, the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
  - b) Interest on the balance of the bid shall be paid to the day of compliance at the post judgment statutory rate.

- c) The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
  - d) Purchaser to pay for the deed and the cost of recording the deed.
6. That if Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on Defendants' indebtedness.
  7. That a personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.
  8. That the Master In Equity, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the Master In Equity may re-advertise the premises for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.
  9. That the Master In Equity shall apply the proceeds of the sale as follows:
    - FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
    - NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and
    - NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

10. That it is further ORDERED, ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon the presentation of this Order or a Writ of Assistance the Sheriff of Beaufort County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.
11. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
12. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the named Defendants, Zbigniew Marek Drzazgowski and Alicja Anna Drzazgowski who are the titleholder of the property at the time of the filing of the Lis Pendens, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
13. That the Master In Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRPC, and hearing any issues involving appraisal proceedings under § 29-3-680, et seq., *South Carolina Code of Laws*, 1976.
14. That it is further ORDERED, ADJUDGED AND DECREED that, if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the mortgaged property, hereinafter described, the Master In Equity (or the sale officer designated herein) shall pull the property from sale; and in the event that the sale is nevertheless conducted, then such sale will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next or some subsequent sales day.

15. That after the Order Confirming Sale and Disbursements has been issued and filed, the Master In Equity shall direct the Clerk of Court/Register of Deeds to release of record the lien being foreclosed, which lien is described in the Findings of Fact hereinabove.

The following is a description of the property to be sold:

ALL that certain Apartment, situate, lying and being in Sea Pines Plantation, on Hilton Head Island, Beaufort County, South Carolina and being known as Apartment #1711 of South Beach Village Bluff Apartments Horizontal Property Regime 56, and being more particularly shown and described by reference to the Master Deed of South Beach Associates establishing said Horizontal Property Regime, said Master Deed being dated the 28<sup>th</sup> day of August, 1972, and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 201 at Page 1128.

ALSO, all the rights, privileges and common elements appertaining to the described Apartment set forth in the Master Deed and By-Laws of the South Beach Village Apartments Horizontal Property Regime 56.

THE within property is conveyed subject to all applicable obligations, restrictions, limitations, and covenants of record in the Register of Deeds Office in Beaufort County, South Carolina.

This being the same property conveyed to Zbigniew Marek Drzazgowski and Alicja Anna Drzazgowski by Deed of Robert Kuzich dated February 3, 2006 and recorded in the Office of Register of Deeds for Beaufort County, South Carolina in Book 2325 at Page 0262.

TMS#: R550 017 000 0973 0014 00

Property Address: 2 Braddock Bluff Drive, Unit 1711, Hilton Head Island, Beaufort County, South Carolina.

---

Marvin H. Dukes, III  
Master in Equity for Beaufort County

Beaufort, South Carolina  
This \_\_\_\_ day of \_\_\_\_\_, 2019



Beaufort Common Pleas

**Case Caption:** South Beach Village Bluff Apartments Hpr No 56 Inc VS Zbigniew Marek Drzazgowski , defendant, et al  
**Case Number:** 2019CP0701326  
**Type:** Master/Order/Foreclosure & Sale and Form 4

So Ordered:

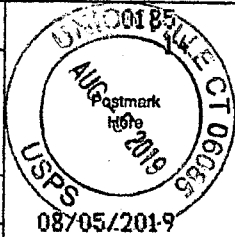
s/Marvin H. Dukes III #3069

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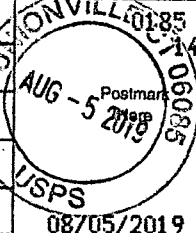
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# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
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V. CLAIRE ALLEN  
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FAX: (803) 734-1839  
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August 27, 2019

Zbigniew Marek Drzazgowski  
9 West District Rd.  
Unionville CT 06085

Re: South Beach Village v. Zigniew Drzazgowski  
Appellate Case No. 2019-001420

Dear Mr. Drzazgowski:

Upon reviewing your notice of appeal, the following deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and must be corrected within ten (10) days of the date of this letter or your appeal will be dismissed:

- The caption/title does not comply with Rule 267(a), SCACR. Specifically, the caption must appear as follows:

South Beach Village Bluff Apartments Horizontal Property Regime No. 56,  
Inc., Respondent,

v.

Zbigniew Marek Drzazgowski and Alicja Anna Drzazgowski, Defentants,

Of whom Zbigniew Marek Drzazgowski is the Appellant.

- The required filing fee has not been submitted. The correct filing fee is \$250.00.

- A proof of service has not been provided. You must serve and file a proof of service substantially in the format shown by Form 7 in Appendix C to part II of the SCACR.
- You must provide proof of filing the notice of appeal with the clerk of the trial court.
- Arguments are not accepted as a part of the notice of appeal. You must file an amended notice of appeal in compliance with Rule 203, SCACR. Please also see Appendix C – Forms, under Appendices to Part II, SCACR, for examples of a notice of appeal and proof of service.
- We are returning to you the additional documents filed as they are not accepted as a part of the notice of appeal.

Very truly yours,

*V. Clauson Deputy*

CLERK

cc: Jannine Maria Mutterer, Esquire



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

V. CLAIRE ALLEN  
DEPUTY CLERK

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[www.sccourts.org](http://www.sccourts.org)

August 27, 2019

Zbigniew Marek Drzazgowski  
9 West District Rd.  
Unionville CT 06085

Re: South Beach Village v. Zigniew Drzazgowski  
Appellate Case No. 2019-001420

Dear Mr. Drzazgowski"

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at [www.sccourts.org/courtreg](http://www.sccourts.org/courtreg). Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at [www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02](http://www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02). Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter has been changed to read as follows:

South Beach Village Bluff Apartments Horizontal Property Regime No. 56, Inc.,  
Respondent,

v.

Zbigniew Marek Drzazgowski and Alicja Anna Drzazgowski, Defendants,

Of whom Zbigniew Marek Drzazgowski is the Appellant.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

*V. Claire Allen, Deputy*

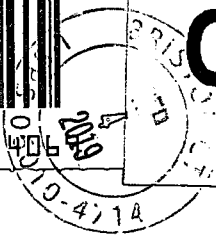
CLERK

cc: Jannine Maria Mutterer, Esquire

Zbigniew Drzazgowski  
9 W. District Rd.  
Unionville, CT 06085-1430



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