

**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. 2014-CP-10-05407  
2017-CP-10-04031**

**Churchill Park, Respondent**

**v.**

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

**Of which Alan G. Nix is the Appellant**

**Appellate Case Number 2018-000056 &  
2018-000174**

**RECEIVED  
FEB 07 2020  
SC Court of Appeals**

**APPELLANT'S RETURN TO RESPONDENT'S MOTION FOR COSTS POST  
MARKED 27 JANUARY 2020**

Appellant Alan Nix submits this return to McCabe Trotter's Motion for Costs dated and post marked 27 January 2020.

EXHIBIT LIST: (exhibits incorporated into response by reference)

- A. Order re: Attorney Fees, Supreme Court of South Carolina, dated 17 January 2018 (1 pg)
- B. McCabe Trotters's Motion to Dismiss, dated 15 November 2018 and McCabe Trotter's Return to Appellant's Motion to "Just Do the Right Thing", dated 1 April 2019 (12 pages)

- C. Judge Lockemy Order, dated 27 June 2019 (1 page)
- D. Judge Jefferson Order, dated 17 October 2019, Case No. 2019-CP-10-00067 (10 pgs)
- E. Judge McDonald Order, dated 13 November 2018 (1 pg)
- F. Writ of Certiorari, Cases 2018-000056 and 2018-000174, dated 9 Sept 2019 (8 pgs)
- G. Affidavit of Attorney Fees, notarized 26 Sept 2017, (12 pgs)
- H. Portion of Declaration of Protective Covenants for Churchill Park, (26 pgs)
- I. Scarborough Order, Case No. 2014-CP-10-05407, file date 23 March 2016 (1 pg)
- J. Notice to Respondent from SC Secretary of State's Office, dated 31 Dec 2019
- K. Letter from Appellant to SC Secretary of State's Office, dated 20 Dec 2019 (49 pgs)

## I - COSTS

### **I(a) - \$2500 Attorney Fees**

McCabe Trotter requests attorney's fees of \$2,500.00 as dictated by Rule 222(b), SCACR. Rule 222 references the order of 17 January 2018 as the basis for the \$2500.00 sought. The SC Supreme Court's order of 17 January 2018 related to this \$2,500.00 claim is included as Exhibit A.

Based on a simple reading of the order as written, even a non attorney who is a relatively reasonable person can only conclude that the Order, and it's directive of \$2,500.00, are arbitrary on their face. Black's Law Dictionary defines arbitrary as "*Not supported by fair, solid, and substantial cause, and without reason given. Treloar v Bigge, L.R. 9 Exch. 155*". With respect to this Order, there is not a scintilla of reason included in the order which hints at the logic of the SC Supreme Court in determining \$2,500.00 to be an apparently reasonable amount for attorney's fees to be involved in an appeal in our Great State. Furthermore, it doesn't seem rationale for the SC Supreme Court to believe that any reasonable person, attorney or not, could logically and equitably agree that an arbitrary award of a set amount, without any consideration of the facts of the specific situation, could possibly be construed to be a fair a reasonable amount. Appellant includes two possible scenarios, with calculations, from diametrically opposed views, to demonstrate the obvious arbitrary nature of the Court's Order dated 17 January 2018.

Assuming most attorneys believe their time is worth at least \$250.00 per hour, the Supreme Court's arbitrary award of \$2500.00 equates to ten hours of fully funded work on an

appeal. Appellant sees no plausible argument by the Supreme Court to suggest that a reasonable attorney would estimate as an average that only ten hours of work is required to do even the minimum required to appropriately pursue an appeal.

Appellant saw an article several years ago that stated the average annual income for a USC Law Grad was approximately \$80,000. For arguments sake and to further quell any disputes about this amount, let's increase this rate by a function of 1.5, then the average income would be \$120,000 per year. If an average number of work hours in a year is assumed to be 1920, then the average hourly rate is \$62.50. Hence in this scenario, the Supreme Court's arbitrary amount of \$2500.00 would represent forty hours of fully reimbursable work on an appeal. Appellant agrees that forty hours seems to be within a rationale range of hours required to appropriately deal with a simple appeal, but also raises serious doubts of the availability of more than a handful of qualified attorneys willing to work forty hours on an appeal at a rate of \$62.50 per hour.

In this instant case, please review Ex. B. This exhibit includes a 1.5 page Motion to Dismiss and a four page respondent's return. By calculation, if one assumes it took 20 mins of Attorney's time per page at a rate of \$250.00 per hour, the total in attorney fees would be 1.83 hours x \$250.00 / hr for a total of \$457.50. If the court adds another hour of paralegal time for these two motions at a rate of \$75.00 per hour, the total of all attorney fees would be \$532.50. Consequently, if the Court grants McCabe Trotter \$2500.00 in attorney fees, as the SC Supreme Court apparently views as appropriate in all cases, the \$2500.00 award is very near to five times the actual amount of attorney fees incurred. In no manner could a reasonable person consider this award to be anywhere near a reasonable attorney fee.

Given the fact that, in Appellant's experience, most appeals in this State are not necessitated because of errors in the application of law nor in legitimate disagreements about the applicable facts, but due to Circuit Court Judges knowingly and willfully engaging in improper conduct by entering easily understood improper judgements, Appellant argues that the SC Supreme Court's arbitrary mandate of \$2500.00 in attorney fees for all appeals ultimately acts to further the extortionate nature these judges engage in when improperly requiring litigants to appeal knowing and willful improper judgements. In support of this assertion, Appellant argues that, assuming a standard legal rate of \$250.00 per hour, the Supreme Court is ultimately limiting

the incentive of most attorneys to expend more than ten hours in pursuit of an appeal, thereby significantly raising the likelihood that such knowing and willful improper judgements become case law, and ultimately leads to illegitimate legal precedent weakens our State's legal environment. No reasonable person can construe this scenario to be in the Public Interest, hence, the Supreme Court's arbitrary order of 17 Jan 2018 related to such attorney fees should be rescinded and, in the instant case, clearly not apply.

For all of the above reasons, Appellant argues that the SC Supreme Court order dated 17 Jan 2018 should not be applied to the court's determination of a reasonable legal fee in this matter.

In the alternative, Appellant argues that McCabe Trotter should provide to the Appellant and the Court the following documents to utilize in determining an appropriate legal fee:

1. A fully documented, current version of Ex. G, from May 2013 through 27 Jan 2020, but of course without any of the redactions which Judge Scarborough apparently thought were ok for them to utilize to be granted excessive and improper attorney fees.
2. A copy of the contract McCabe Trotter alleges is instrumental to this calculation. See paragraph six, page 1 of Ex. G.
3. Actual copies of payment from "Churchill Park" (the company, not the Subdivision), for payment of attorney fees and payment for the transcript.
  - a. See Ex, H, page 5, paragraph c. specifically "costs, including without limitation, reasonable attorney's fees actually incurred"

**I(b) - \$428.44 – Cost of Court Reporter's Transcript**

Given the criticality of the transcript Appellant believe is involved in this claim, Appellant will provide reimbursement to "Churchill Park" (the company, not the Subdivision) if: importance of this transcript to other matters Appellant is and/or will be pursuing against Churhcilla Park, Charlesotn County, Judge Scarborough, McCabe Trotter, etc. Appellant will not contest this amount as long as the following are filed with the Court before the Court rules on their Motion for Costs.

1. "Churchill Park" (the company, not the Subdivision) provides proof they have incurred this cost no later than 4 September 2018. Sufficient proof would be considered a transacted check in this amount, in the name of "Churchill Park" and signed by one or more Officers and/or Directors of "Churchill Park"
2. McCabe Trotter produces an invoice where they invoiced "Churchill Park" for this amount, which resulted in "Churchill Park's" payment.

**I(c) – Equitable apportionment of all costs**

Once the court has determined the appropriate amount of attorney fees, Appellant asks the costs to be equitable distributed across the following parties:

1. The SC Court of Appeals
2. Charleston County
3. Charleston Legal Access

The Appellant's brief logic related to this equitable distribution of these costs, assuming proven to actually be incurred by "Churchill Park", is as follows.

1. The SC Court of Appeals intentionally created this scenario and these apparent damages by and through their knowing and intentional pattern of misconduct via numerous improper denials of Appellant's motions to remand to correct knowingly incorrect transcripts and file 60(b) motions in cases 2017-CP-10-04031 and 2014-CP-10-05407.
2. Charleston County knowingly and willingly created these unnecessary appeals through their pattern of misconduct related to cases 2017-CP-10-04031 and 2014-CP-10-05407, beginning at least by 23 March 2016. See Ex. I.
3. Charleston Legal Access, Respondent's co Respondent in these appeals, knowingly and willfully did not take any appropriate and timely actions related to these appeals or the underlying cases, hence, at a minimum, requiring these apparent expenditures by their co Respondent.
4. Appellant Alan Nix has spent a significant amount of time and money on these appeals, only to have the SC Court of Appeals engage in improper conduct in furtherance of Charleston County's and Judge Scarborough's previous misconduct, in particular, improperly denying multiple obviously meritorious requests to remand. Appellant Nix is

the only party in these matters with clean hands, consequently, Appellant Nix shouldn't be further injured by these parties.

## **II – COURT'S AFFIRMATION OF LOWER COURTS RULING**

### **II(a) – This Court's apparent affirmation of the trial court by Order dated 16 June 2019**

Ms. Trotter states, as an apparent fact, in McCabe Trotter's Motion for Costs, "*On June 16, 2019 this Court affirmed the decision of the trial court, ruling in Respondent's favor.*" The subject Order Ms. Trotter is apparently referencing is included as Ex. C. This is the only known order this Court filed during the month of June 2019, which shows a filed date of 27 June 2019. Assuming this is the order Ms. Trotter is referencing in McCabe Trotter's Motion for Costs, Appellant prays for both McCabe Trotter and this Court to file affidavits with this court specifying, with particularity, proof of Ms. Trotter's assertion that "*this Court affirmed the decision of the trial court, ruling in favor of Respondent's favor*". If the order attached is not the order Ms. Trotter is referring to, Appellant asks this Court and McCabe Trotter to produce the order referenced and mail the same to Appellant within the next ten days. In the absence of McCabe Trotter and this Court completing these clarifications in good faith and in a timely manner, Appellant asks this Court to levy sanctions against McCabe Trotter and both their client(s) and "Churchill Park" (the company, not the Subdivision). In the event that McCabe Trotter does respond with the necessary information and evidence to support their assertion that "*this Court affirmed the decision of the trial court, ruling in favor of Respondent's favor*", clearly McCabe Trotter should amend their Itemized Statement of Costs, and associated affidavit, to include other such necessary expenses as their client(s) and Churchill Park (the company, not the Subdivision) must have certainly incurred to procure "*this Court's affirmation of the decision of the trial court, ruling in favor of Respondent's favor*".

### **II(a) – This Court's apparent affirmation of the trial court – 13 November 2018**

Substantially related to Ms. Trotter's assertion in McCabe Trotter's Motion for Costs is Judge Jefferson's apparently conflicting assertion in her order dated 17 Oct 2019 in case 2019-CP-10-00067, attached as Ex. D. On page nine of Ex. D, Judge Jefferson asserts as fact that "*The Court of Appeals affirmed the lower Court's ruling, and Mr. Nix has since filed a pending petition for a writ of certiorari with the Supreme Court*". Judge Jefferson goes on to clarify her assertion by specifying in footnote number two on page nine that the order she asserts as fact in

which the “*Court of Appeals affirmed the lower Court’s ruling*” was filed on November 13, 2018 in case 2018-000056. The order which Appellant believes Judge Jefferson is referencing is attached as Ex. E. Once again, Appellant, despite spending countless hours searching this one page order for a sign of the word “affirmed” has failed repeatedly to find the word “affirmed” or even a clear reference to the “lower Court’s ruling”. Given Appellant’s request for sanctions against McCabe Trotter in the event they cannot, or will not, clarify with specificity their basis for asserting as fact that “*this Court affirmed the decision of the trial court, ruling in favor of Respondent’s favor*”, Appellant requests this Court to levy the same sanctions, or potentially, more appropriately, even more severe sanctions against Judge Jefferson, if she cannot or will not mail to this Court and the Appellant a plausible and good faith basis for asserting as fact that Judge McDonald’s order of 13 Nov 2018 apparently “*affirmed the lower Court’s ruling*”.

After McCabe Trotter and Judge Jefferson responds with their basis’ for asserting that this Court has apparently “*affirmed the lower Court’s ruling*” on either 16 June 2019 and/or 27 June 2019 and/or 13 Nov 2018, Appellant asks this Court to enter an order clearing up this apparent controversy once and for all, specifically clarifying which order is controlling and specifically apparently “*affirmed the lower Court’s ruling*” / *affirmed the decision of the trial court, ruling in favor of Respondent’s favor*”.

### **III – Reserve Ruling on this Motion until 3 March 2020**

The Court is directed to Exhibits J and K. As of the date of this response, Respondent has not complied with the requirement the SC Secretary of State’s Office sent them over a month ago. Given the fact that the Respondent has been in violation of Section 33-31-505 of the SC Nonprofit Corporation Act for over ten years, including the entire duration of this litigation beginning in 2013, any further awards to “Churchill Park” before they cure this long term and significant deficiency would be improper. Without “Churchill Park” curing this deficiency by close of business 2 March 2020, the Respondent will be administratively dissolved, creating multiple novel legal issues related to any ruling on this motion, or any other matter involving legal matters “Churchill Park” (the company, not the Subdivision) is involved in as a plaintiff.

.....

WHEREFORE, Appellant Alan Nix respectfully requests this Court:

1. Grant Appellant requests called out in each section above, including but not limited to, requiring McCabe Trotter, "Churchill Park" (the company, not the Subdivision) prove the expenses incurred and not utilizing the Supreme Court's arbitrary order giving \$2500.00 in attorney fees to McCabe Trotter.
2. Clarify the matter of Judge Jefferson's and McCabe Trotter's and "Churchill Park"'s assertions that this Court affirmed the lower Court's ruling via an order of June 2019 and /or November 2018.
3. Delay judgement on this motion until Respondent complies with the Secretary of State's requirement set out in Ex. J.
4. Any other and further relief as the Court deems just, prudent and proper.

Dated: February 5, 2020

Respectfully submitted,

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

Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466  
(843) 991.4170

# Exhibit

# A

5 FEB 2020

2018-01-17-02

## The Supreme Court of South Carolina

Re: Attorney's Fees Under Rules 222 and 242 of the South  
Carolina Appellate Court Rules

---

### ORDER

---

The attorney's fee under Rule 222(b) of the South Carolina Appellate Court Rules is hereby increased to \$2,500. This increased fee shall apply to any appeal where a decision is filed on or after the date of this order which gives rise to the right to seek costs under Rule 222.

The attorney's fee under Rule 242(j)(2) of the South Carolina Appellate Court Rules is increased to \$2,500. This fee shall apply to any case where a decision is filed on or after the date of this order which gives rise to the right to seek costs under Rule 242(j).

s/Donald W. Beatty C.J.

s/John W. Kittredge J.

s/Kaye G. Hearn J.

s/John Cannon Few J.

s/George C. James, Jr. J.

Columbia, South Carolina  
January 17, 2018

# Exhibit B

5 Feb 2020

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Case No. 2018-000056

Churchill Park,

v.

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

Of which Alan G. Nix is the,

Respondent,

Defendants,

Appellant.

**RESPONDENT'S MOTION TO DISMISS APPEAL**

The Respondent, Churchill Park, pursuant to Rule 260(a), SCACR, respectfully moves the Court for an order dismissing the appeal filed by the Appellant for failure to timely file and serve his initial brief as required by Rule 208(a)(1), SCACR. In support of the motion, the Respondent shows the following unto the court:

This appeal arises out of a foreclosure action initiated by Respondent against Appellant for unpaid homeowners' association dues. Trial was held before the Master in Equity for Charleston County on September 26, 2017. The trial court ruled in favor of Respondent and issued its final order on November 9, 2017. Appellant timely filed a motion to reconsider pursuant to Rule 59(e), SCRPC on November 22, 2017. The trial court denied Appellant's 59(e) motion by order dated December 1, 2017. Appellant timely served his notice of appeal of that order on January 8, 2018. Three weeks later Appellant filed an Amended Notice of Appeal adding six additional orders from which he wishes to appeal. On July 16, 2018 Appellant filed a second Amended Notice of Appeal seeking review of several decisions heard by the trial court on May 30, 2018 and filed in an order dated June 1, 2018.

The court reporter provided the final transcript from the May 30, 2018 hearing to Respondent on August 1, 2018. Appellant has previously notified this court that as of August 9, 2018 he had received all hearing transcripts except the transcript for the May 30, 2018 hearing. However, Appellant later wrote the court reporter in this matter acknowledging receipt of the May 30, 2018 transcript sometime between August 7, 2018 and August 9, 2018.<sup>1</sup> See Exhibit A. Appellant's letter indicates that he received the May 30, 2018 transcript and, after five minutes, returned the transcript to the Master in Equity's office because he believed the caption incorrectly omitted Norma J. Nix as a party to the action.

Pursuant to Rule 208(a)(1), SCACR Appellant's deadline to file and serve his initial brief was, at the latest, September 10, 2018. To date Appellant has not filed any brief in this matter or requested any extension of time related to briefing. Appellant has similarly failed to meet the requirements of Rule 207, SCACR related to the supposed failure of the court reporter to timely deliver an accurate transcript.

For these reasons, the Respondent respectfully requests that Appellant's appeal be dismissed

---

<sup>1</sup> Appellant's letter states he returned the transcript "last Thursday, 9 May 2018," however, upon information and belief the reference to May 9, 2018 was a typo and should have read August 9, 2018.

with prejudice and for such other and further relief as the court deems just and appropriate.

November 15, 2018



---

Stephanie C. Trotter (SC Bar 77680)  
McCabe, Trotter & Beverly, P.C.  
PO Box 212069  
Columbia, SC 29221  
Office: (803) 724-5000  
Fax: (803) 724-5001  
Email: [Stephanie.trotter@mccabetrotter.com](mailto:Stephanie.trotter@mccabetrotter.com)  
**Attorney for Respondent**

14 August 2018



Alan Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466

Sandlapper Reporting, LLC  
c/o Christine Smith  
P.O. Box 30276  
Charleston, SC 29417

**RECEIVED**  
AUG 16 2018  
SC Court of Appeals

Re: Return of Original Transcripts for correction  
Case Number: 2014-CP-10-05407 / 2017-CP-10-04031

Ms. Smith,

As I indicated in my email to you this past Sunday morning, 12 Aug 2018, I am returning the original transcripts from 7 August 2017 to present for correction before submitting to the S.C Court of Appeals. Given I have not received a confirmation from you that you received the 30 May 2018 transcript that I returned to the Charleston County Master In Equity office last Thursday, 9 May 2018, of which I only had possession for approximately five minutes, I do request a response from you confirming you received the original and copy of that transcript from the lady that was working at the Master In Equity office's front desk at approximately 1100.

For proper tracking, I have listed below the original transcripts being returned in this mailing.

1. Hearing date: 7 Aug 2017 / Time: 0936
2. Hearing date: 18 Sep 2017 / Time: 1113
3. Hearing date: 25 Sep 2017 / Time: 1550
4. Hearing date: 26 Sep 2017 / Time: 0426 (excerpt from full transcript)
5. Hearing date: 26 Sep 2017 / Time: 1021
6. Hearing date: 29 Nov 2017 / Time: 0936

I will restate a couple of the previously noted issues:

1. The transcript from August 7, 2017 lists case 2017-CP-10-04031. That case did not exist until the next morning when I paid the \$150 restore fee to properly restore the case. It also does not list defendant Norma J Nix.
2. The transcript from September 18, 2017 lists case 2017-CP-10-04031. That case was not on the Master's docket that morning. It also does not list defendant Norma J Nix.

3. The transcript from 30 May 2018 did not list defendant Norma J Nix.

As communicated in the letter to the SC Court of Appeals dated 9 Aug 2018, I am in the process of compiling a comprehensive list of questions / concerns / additional issues related to the transcripts that need to be investigated and resolved as appropriate. Please let me know if you would prefer me to send one list once I have finished my review or if you would prefer me to send a list per transcript or something similar.

Thank you for your continued support, please let me now if you have any questions, and I will provide you with the USPS tracking number for the transcripts listed in this letter as being returned within 24 hours of sending.

Best regards,



Alan Nix

cc.

Judge Scarborough  
Master in Equity, Charleston County  
100 Broad St., Ste. 266  
Charleston, SC 29401

✓ Jenny Abbott Kitchings  
Clerk of Court, SC Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

Sally Newman  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

Todd Musheff  
Law Offices of Todd Musheff  
1121 Park West Blvd., Ste. B 148  
Mount Pleasant, SC 29466

Sarah Schreiber  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

Stephanie Trotter  
McCabe, Trotter & Beverly  
P.O. Box 212069  
Columbia, SC 29221

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Appellate Case No. 2018-000056

**RECEIVED**  
NOV 15 2018  
SC Court of Appeals

Churchill Park,

Respondent,

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

Defendants,

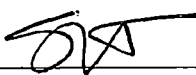
Of which Alan G. Nix is the

Appellant.

**PROOF OF SERVICE**

I certify that I served Respondent's Motion to Dismiss on Alan G. Nix by depositing a copy of it in the United States Mail, postage prepaid, on November 15, 2018 as follows:

Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, South Carolina 29466

  
Stephanie C. Trotter (SC Bar 77680)  
McCabe Trotter & Beverly, PC  
4500 Fort Jackson Blvd, Suite 250  
Columbia, SC 29209  
(803) 724-5000  
[Stephanie.trotter@mccabetrotter.com](mailto:Stephanie.trotter@mccabetrotter.com)  
**Attorney for Respondent**

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

**RECEIVED**

APR 01 2019

SC Court of Appeals

Appellate Case No. 2018-000056

Churchill Park,

v.

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

Of which Alan G. Nix is the

Respondent,

Defendants,

Appellant.

**RESPONDENT'S RETURN TO APPELLANT'S MOTION TO JUST DO THE DO THE  
PROPER AND PRUDENT THING AND APPELLANT'S MOTION FOR EXTENTION  
OF TIME, REMAND TO CORRECT TRANSCRIPTS, AND DECLARATORY  
JUDGMENT**

This appeal arises out of a foreclosure action initiated by Respondent against Appellant for unpaid homeowners' association dues. Trial was held before the Master in Equity for Charleston County on September 26, 2017. The trial court ruled in favor of Respondent and issued its final order on November 9, 2017. Appellant timely filed a motion to reconsider pursuant to Rule 59(e), SCRCP on November 22, 2017. The trial court denied Appellant's 59(e).

motion by order dated December 1, 2017. Appellant timely served his notice of appeal of that order on January 8, 2018. Three weeks later Appellant filed an Amended Notice of Appeal adding six additional orders from which he wishes to appeal. Both appeals were dismissed in April 2018. At Appellant's request, this Court reinstated Appeal 2018-00056 and reinstated and consolidated Appeal 2018-00174 into Appeal 2018-00056 by orders dated May 9, 2018. Appellant raised no issue with either order at the time they were filed and served. Instead, Appellant proceeded to file six separate motions with this court and a third Notice of Appeal. On November 15, 2018 Respondent filed a Motion to Dismiss Appellant's appeal for failure to serve his initial brief despite having possession of all transcripts for more than sixty days.

On December 21, 2018 this court entered an Order denying Respondent's Motion to Dismiss while also ordering Appellant serve and file his initial brief and designation of matter by January 21, 2019. Instead of serving the required brief Appellant filed a Motion to Properly Restore on January 11, 2019, arguing for the first time that the appellate cases were not properly restored in May 2018 because they lacked a specific stamp. Appellant's motion lacked any citation to legal authority for this position and failed to address why he waited over eight months to raise the issue. This court denied Appellant's motion and warned Appellant that his initial brief was overdue and would be dismissed if not served by March 25, 2019.

On March 25, 2019 Appellant filed a Motion to Just Do the Proper and Prudent Thing. This motion essentially repeated the same request for relief contained in the January 11, 2019 motion. Appellant also filed a separate motion requesting an extension of time to file his initial brief and designation of matter, requesting the court remand this matter to the trial court to correct transcripts, and for a declaratory judgment regarding the enforceability of the restrictive covenants at issue.

#### Request to "Properly" Restore Appellate Cases

In the January 11, 2019 motion and the subsequent March 25, 2019 renewed request, Appellant argues that the appellate cases were not properly restored because the orders purporting to restore and consolidate the cases did not bear an official Court of Appeals stamp. Appellant's March 25, 2019 motion further complains that a formal order was not issued denying his request. First, Appellant cites no authority for the stamp requirement and Respondent could

not locate any such authority. Because Appellant failed to cite any authority for his position as required by Rule 240(c)(2), SCACR, his request was abandoned pursuant to Rule 240(g) and required no consideration or ruling from this court.

Additionally, the March 25, 2019 Motion to Just Do the Proper and Prudent Thing is effectively a request that the court reconsider its denial of the January 11, 2019 motion. The request to review an order of an individual judge is properly made by a petition for rehearing. Rule 240(j), SCACR. The appellate court will not consider "petitions for rehearing. . . unless the action of the court . . . has the effect of dismissing or finally deciding a party's appeal." Rule 240(i). The court's denial of the January 11, 2019 motion did not dismiss or finally decide Appellant's case. Accordingly, the court need not rule on Appellant's March 25, 2019 request for an order on the January 11, 2019 motion.

#### Extension of Time to File Initial Brief and Designation of Matter

Appellant argues this court must enter an order denying his January 11, 2019 motion before his appeal can be dismissed. However, as discussed above, Appellant's motion failed to meet the requirements of Rule 240(c)(2) and is therefore considered abandoned. Additionally, the January 11, 2019 motion and any decision thereon did not stay Appellant's time to file and serve his initial brief and designation of matter. Pursuant to Rule 240(b), the time limits imposed by the appellate court rules are not stayed by the filing of a motion or petition. As more fully discussed in Respondent's prior Motion to Dismiss, Respondent admittedly received all of the transcripts in this matter by May 30, 2018. Accordingly, Appellant's initial brief and designation were due, at the latest, September 10, 2018. This court extended Appellant's deadline to January 21, 2019. Pursuant to Rule 240(b) that deadline was not stayed by his January 11, 2019 motion. Appellant's initial brief and designation of matter were due January 21, 2019. When Appellant failed to file and serve those items by the deadline, this court advised his appeal would be dismissed if he did not file these matters by March 25, 2019. Because the Appellant has failed to serve and file the required items his appeal should be dismissed pursuant to Rule 208(a)(4), SCACR.

#### Remand Case to Correct Transcripts

Appellant repeats his allegation that the transcripts in this matter must be corrected before his appeal can continue, however, Appellant fails to provide a comprehensive and detailed list of the errors he claims exists in the transcript or explain how those errors prejudice him. "Most jurisdictions require an appellant to demonstrate specific prejudice flowing from an incomplete or reconstructed record." State v. Ladson, 373 S.C. 320, 324, 644 S.E.2d 271, 273 (Ct. App. 2007). During post-trial motions the trial court repeatedly asked Appellant to articulate (1) corrections he believed should be made and (2) what prejudice he suffered by the alleged errors. Appellant freely admitted that he was not present at either of the hearings from which the allegedly incorrect transcripts were produced, and therefore cannot complete an errata sheet showing the additional, missing, or corrected information. Additionally, Appellant refused to explain what prejudice he would suffer in proceeding with this appeal based on the transcripts in their current state. Appellant bears the burden of demonstrating the error in the transcript as well as the prejudice he suffers as a result of such error. Appellant's motion does not discuss the various alleged errors, the proposed corrections, or the prejudice he suffers. For those reasons Appellant's motion should be dismissed.

#### Declaratory Judgment

For the first time since the Notice of Appeal in this matter was filed over a year ago, Appellant now alleges there is a new title issue absolving him of all liability allocated to him by the lower court's judgment and asks this court to issue a Declaratory Judgment to that effect. Appellant cites no legal authority empowering this court to issue a declaratory judgment and Respondent could find none.

Appellant's argument is strikingly similar to that made in Sanders v. Salley, 283 S.C. 458, 322 S.E.2d 829 (Ct. App. 1984). Sanders involved the foreclosure of a mortgage. After the order of foreclosure was entered the appellant's attorney located a mortgage they alleged changed the priority decided by the foreclosure order and asked the Court of Appeals to use the after-discovered documents to reverse the lower court decision. The court declined, holding that "[the] Court does not sit as a trial court to receive evidence on disputed issues of fact; [its] function is to review the judgment of the circuit court for reversible error based on the issues and evidence presented to that court." Sanders, 283 S.C. at 460, 322 S.E.2d at 830 (citing S.C. Code § 14-8-200).

Rather than providing the court and Respondent with an appellate brief setting forth the alleged reversible error and requesting relief this court has jurisdiction to grant, Appellant instead asks this court to review items not presented to the trial court below and declare that Appellant is not bound by the restrictive covenants. This court's jurisdiction is limited to reviewing the record below and determining whether the lower court made any reversible error. Accordingly, Appellant's Motion for Declaratory Judgment should be denied.

April 1, 2019



---

Stephanie Trotter (SC Bar 77680)  
McCabe, Trotter & Beverly, P.C.  
Attorney for Respondent  
PO Box 212069  
Columbia, SC 29221  
(803) 724-5000  
**Attorney for Respondent**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Appellate Case No. 2018-000056

**RECEIVED**  
APR 01 2019  
SC Court of Appeals

Churchill Park,

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

Respondent,

Of which Alan G. Nix is the

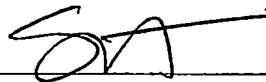
Defendants,

Appellant.

**PROOF OF SERVICE**

I certify that I served Respondent's Motion to Dismiss on Alan G. Nix by depositing a copy of it in the United States Mail, postage prepaid, on April 1, 2019 as follows:

Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, South Carolina 29466



Stephanie C. Trotter (SC Bar 77680)  
McCabe Trotter & Beverly, PC  
4500 Fort Jackson Blvd, Suite 250  
Columbia, SC 29209  
(803) 724-5000  
[Stephanie.trotter@mccabetrotter.com](mailto:Stephanie.trotter@mccabetrotter.com)  
**Attorney for Respondent**

# Exhibit C

5 Feb 2020

# The South Carolina Court of Appeals

Churchill Park, Respondent,

v.

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

Of which Alan G. Nix is the Appellant. AND Churchill  
Park, Respondent,

Appellate Case No. 2018-000056

---

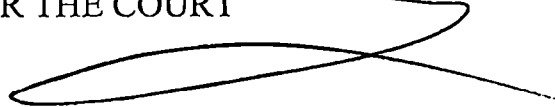
## ORDER

---

Appellant has failed to serve and file his initial brief and designation of matter as required by this court's order of May 16, 2019. Accordingly, this appeal is dismissed. The remittitur will be sent as provided in Rule 221, SCACR.



FOR THE COURT



Columbia, South Carolina

cc:

Alan G. Nix

Stephanie Carol Trotter, Esquire

Sally C. Newman, Esquire

Joel Morris Deason, Sr., Esquire

The Honorable Mikell R. Scarborough

**FILED**

*June 27, 2019*

# Exhibit D

5 Feb 2020

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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

Plaintiffs,

v.

Churchill Park, Churchill Park Homeowners  
Association, Inc., Churchill Park at Park West  
Association, Inc., Southern Community  
Services, LLC, Park West Master Association,  
Inc., LPPM, Inc., **McCabe, Trotter & Beverly,**  
**PC**, Larry Ridlehover, **Stephanie Trotter,**  
**Ryan McCabe, Jamie McSweeney**, Mike  
Hurd, Sheri Cothran, David Brown, Stephen  
Sumner, Richard Riccoboni, Rick Cumberland,  
Park West Amenity Association, Inc., C.  
Richard Dobson Builders, Inc., D.R. Horton,  
Inc., Brian Gardner, Dodds & Hennessy, LLP,  
Kim Atkeson, Jennifer Williamson, Jessica  
Turner, Kevin Steelman, Landtech  
Development, LLC, Landtech Incorporated of  
South Carolina, Land Tech Charleston, LLC,  
Park West Development, Inc., Rogers,  
Townsend, Thomas, PC, Henry Munn,  
Individual Directors, Officers, Agents,  
Attorneys, Accountants, Independent  
Contractors, Investors, Successors,  
Predecessors, Parents, Subsidiaries, Sister and  
Affiliated entities, Partners and Members of all  
named entities,

Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

C/A NO.: 2019-CP-10-0067

**ORDER GRANTING MOTION TO  
DISMISS  
OF DEFENDANTS MCCABE,  
TROTTER & BEVERLY, PC,  
STEPHANIE TROTTER, RYAN  
MCCABE AND JAMIE  
MCSWEENEY**

FILED  
2019 OCT 17 PM 4:27  
JULIE J. ARMSTRONG  
CLERK OF COURT

Presiding Judge:  
Counsel for Plaintiffs:  
Counsel for Defendants:  
Date of Hearing:  
Court Reporter:

Hon. Deadra L. Jefferson  
*Pro Se*  
Andrew Countryman, Esq.  
September 26, 2019  
Elizabeth Harris

10/10  
[Signature]

This matter came before the Court on September 26, 2019 for a hearing on Defendants McCabe, Trotter & Beverly, PC, Stephanie Trotter and Ryan McCabe and Jamie McSweeney's (hereinafter "Defendants") Motion to Dismiss, filed January 14, 2019. A hearing took place in Charleston, South Carolina on September 26, 2019. Andrew Countryman, Esq. appeared on behalf of Defendants, and Plaintiff Alan Nix appeared *pro se*.<sup>1</sup> After considering the pertinent pleadings, arguments of counsel and Plaintiff, and for the reasons set forth below, Defendants' Motion to Dismiss is Granted and Plaintiffs' claims are dismissed with prejudice.

### **FINDINGS OF FACT**

Plaintiffs filed this *pro se* Summons and Complaint on January 4, 2019. Plaintiffs have not filed any affidavit of service of the Summons and Complaint, nor is there any evidence of service on any of these Defendants as of the date of the hearing. On January 14, 2019, counsel for Defendants filed a Motion to Dismiss, which was served upon Plaintiffs on or about January 10, 2019.

The initial hearing for the Motion to Dismiss was set for June 4, 2019, in front of Judge Knie, at which time she was also set to hear Plaintiffs' Motion to Change Venue, filed May 24, 2019. Judge Knie heard the Motion to Change Venue and decided not to hear the Motion to Dismiss until she ruled on the Motion to Change Venue. She entered an Order denying the Motion to Change Venue on July 10, 2019. This Motion to Dismiss was then set for a hearing before the Court on September 26, 2019. At no point did Plaintiffs did file a responsive pleading to the Motion to Dismiss. Plaintiffs have not moved the Court or asked for leave to amend the Complaint.

---

<sup>1</sup> Chase McNair, Esq. appeared on behalf of Defendants Churchill Park, Churchill Park at Park West, Inc., Churchill Park at Park West Association, Inc., and Stephen Summer. However, their Motion to Dismiss, filed May 24, 2019 was not scheduled for the current docket by the clerk's office. Further, the Plaintiff did not consent to a waiver of the requisite notice. As a result the Motion was not heard. Counsel was instructed to consult the Clerk's non-jury coordinator regarding scheduling.

The Complaint contains no factual allegations and is comprised of only headings, a conclusory statement and prayer for relief. It names over thirty-five (35) Defendants and seventeen (17) purported causes of action. Under the heading for each cause of action, Plaintiffs simply state, "Plaintiff incorporates all preceding paragraphs as though fully set forth herein." Plaintiffs plead no supporting facts within the body of the Complaint which to constitute any of their causes of actions, and make no statements upon which the Court's jurisdiction depends, other than that Plaintiff is a citizen of Charleston County.

The only substantive assertion Plaintiffs include in their Complaint states, "This complaint is being filed due to the ongoing pattern of mismanagement of cases 2014-CP-10-05407 and 2017-CP-10-04031 by Charleston County from at least the period starting 23 March 2016 to present, so as to ensure the statutes of limitations are preserved for relevant claims which could be construed to run out on 4 Jan 2019. This case should be consolidated with 2014-CP-10-05407 once that case is properly restored." Further, at the hearing, Plaintiff Alan Nix stated he had only three (3) purposes in filing this lawsuit: to toll the applicable statute of limitations, to put the parties on notice of "what is to come," and to restore case 2014-CP-10-05407 to the docket.

#### **STANDARD OF REVIEW**

For the purpose of a 12(b)(6) motion for failure of the pleadings to state facts sufficient to constitute a cause of action, "the [sole] question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247-248 (2007). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal is improper. Id. "The complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action."

Id.

Further, a ruling must be based “solely upon the allegations set forth on the face of the complaint. The motion may not be sustained if the facts alleged in the complaint and the inferences drawn therefrom would entitle the plaintiff to relief under any theory.” Charleston County School Dist. v. Harrell, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011). This Court may dismiss a claim when a party demonstrates the plaintiff has failed to state facts sufficient to constitute a cause of action in the filed pleadings. Williams v. Condon, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct. App. 2001).

Rule 12(b)(5), SCRPC provides that a defendant may move for dismissal for insufficiency of service of process. Additionally, Rule 8(a), SCRPC provides that a pleading setting forth a cause of action “shall contain (1) a short and plain statement of the grounds, including facts and statutes upon which the court's jurisdiction depends, unless the court already has jurisdiction to support it, (2) a short and plain statement of the facts showing that the pleader is entitled to relief, and (3) a prayer or demand for judgment for the relief to which he deems himself entitled. Relief in the alternative or of several different types may be demanded.”

### **CONCLUSIONS OF LAW**

- 1. The Complaint is facially deficient under SCRPC's Rules of pleading and fails to state a claim upon which relief can be granted.**

Plaintiffs' Complaint fails on its face to comply with any of the Rules of pleading, including SCRPC 12(b) and 8(a). The document does not state any factual allegations. It only lists headings of various causes of action against the Defendants. No reading of the Complaint gives any notice to the Defendants as to the substance of Plaintiffs' claims against them. No reading of the Complaint, even in the light most favorable to the Plaintiffs, and with every doubt resolved in their behalf, gives rise to the basis of their claims against these Defendants.

4  
AUG 10  
2019

These Defendants filed and served their Motion to Dismiss approximately nine (9) months ago, and Plaintiffs have made no effort to amend or otherwise formally respond to the Motion. The Complaint is subject to dismissal for failure to state facts sufficient to constitute a cause of action against these Defendants pursuant to SCRCP 12(b)(6).

**2. The Complaint is subject to dismissal for failure to perfect service of process on these Defendants.**

Rule 3(a), SCRCP provides that a civil action is commenced when the summons and complaint are filed with the clerk of court if (1) they are served within the statute of limitations; or (2) if not served within the statute, actual service must be accomplished no later than 120 days after filing. Rule 5(d), SCRCP provides that a proof of service shall be filed within ten days of service of the summons and complaint. Upon failure to serve the summons and complaint, the court may dismiss the action on its own initiative or upon application of any party. Id.

Plaintiffs filed the Complaint on January 4, 2019. The Complaint includes a paragraph on the final page indicating the statute of limitations “could be construed to run out on January 4, 2019.” Plaintiffs also represented at the hearing of this matter that he filed the lawsuit to preserve the statute of limitations.

Plaintiffs have not filed an affidavit or proof of service nor has he presented evidence he served any of these Defendants with the Summons and Complaint. These Defendants filed their Motion to Dismiss on January 14, 2019, and raised failure to perfect service as a basis for dismissal. It has been over 265 days since the filing of the Summons and Complaint, and Plaintiff has failed to serve these Defendants. This lawsuit is therefore subject to dismissal pursuant to Rules 3(a) and 5(d), SCRCP.

**3. Plaintiffs' Complaint is subject to dismissal pursuant to S.C. Code Ann. § 15-36-100.**

S.C. Code § 15-36-100 provides that a complaint alleging professional negligence requires the contemporaneous filing of an affidavit of a qualified expert witness identifying at least one negligent act or omission of the professional defendant and the factual basis for each claim based on the evidence available at the time of the filing. S.C. Code Ann. § 15-36-100 (B). This Code Section specifically applies to South Carolina lawyers. S.C. Code Ann. § 15-36-100 (G)(2). The contemporaneous filing is not required to support a pleaded specification of negligence involving subject matter that lies within the ambit of common knowledge and experience, so that no special learning is needed to evaluate the conduct of the Defendant. S.C. Code Ann. § 15-36-100 (C)(2). If a plaintiff fails to file an expert affidavit in compliance with the statute, and the defendant raises this issue via a motion to dismiss, the complaint is subject to dismissal for failure to state a claim. S.C. Code Ann. § 15-36-100 (C).

The contemporaneous filing requirement does not apply to a case in which the statute of limitations will expire, or where there is a good faith basis to believe it will expire on a claim stated in the complaint, within ten (10) days of the date of filing and, because of the time constraints, the plaintiff alleges that an affidavit of an expert could not be prepared. In such a case, the plaintiff has forty-five (45) days after the filing of the complaint to supplement the pleadings with the affidavit. Upon motion, the trial court, after a hearing and for good cause, may extend the time as the court determines justice requires. If an affidavit is not filed within the period specified in this subsection or as extended by the trial court and the defendant against whom an affidavit should have been filed alleges, by motion to dismiss filed contemporaneously with its initial responsive pleading that the plaintiff has failed to file the requisite affidavit, the complaint is subject to dismissal for failure to state a claim. S.C. Code Ann. § 15-36-100 (C)(1). However, S.C. Code

Ann. § 15-36-100 (C)(2) provides an exception that the contemporaneous filing requirement of subsection (B) is not required to support a pleaded specification of negligence involving subject matter that lies within the ambit of common knowledge and experience, so that no special learning is needed to evaluate the conduct of the defendant.

While Plaintiffs' Complaint here contains no factual allegations, it does name these Defendants. Of them, McCabe, Trotter & Beverly, P.C. ("MTB") is a law firm, and Ryan McCabe, Stephanie Trotter and Jamie McSweeney are or were lawyers at MTB. The firm, through those lawyers, represented Plaintiff's homeowners' association in a lien foreclosure action referenced in the Complaint. In addition to naming these Defendants, the pleading names two other law firms (Rogers, Townsend & Thomas, PC and Dodds & Hennessy, LLP). The pleading also contains references to causes of action sounding in professional negligence, including negligence, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, negligent supervision, and negligent misrepresentation.

Plaintiffs did not file an expert affidavit specifying a negligent act or omission of any of the lawyers or law firms Plaintiffs named in the case. Plaintiffs failed to do so contemporaneously with the Complaint or any time thereafter. Further, Plaintiff has not included any allegation seeking an exception to the requirement namely that the contemporaneous filing requirement of subsection (B) is not required because the subject matter that lies within the ambit of common knowledge and experience, so that no special learning is needed to evaluate the conduct of the defendant. Plaintiffs have not moved the Court for leave to file an expert affidavit outside of the time period prescribed in the statute. The Complaint is therefore subject to dismissal under S.C. Code Ann. § 15-36-100.

HALLO  
7

**4. The Complaint fails to allege the elements necessary to establish a claim against these Defendants.**

To survive a Rule 12 (b)(6) motion on a claim against a lawyer for malpractice, a plaintiff must allege the following elements: (1) existence of a lawyer-client relationship; (2) a breach of duty by the lawyer; (3) damage to the client and (4) proximate causation of the client's damage by the breach. Stokes-Craven Holding Corp. v. Robinson, 416 S.C. 517, 787 S.E.2d 485 (2016). A plaintiff asserting a legal malpractice claim against a lawyer must first establish the existence of an attorney-client relationship between the lawyer defendant and the plaintiff. Id. The failure to allege the existence of a lawyer-client relationship is fatal to a complaint alleging legal malpractice. Id.

South Carolina law also provides that lawyers are immune from liability to third parties arising from the performance of professional activities as a lawyer on behalf of and with the knowledge of the client. Stiles v. Ontario, 318 S.C. 297, 458 S.E.2d 601 (1995). *See also* Gaar v. N. Myrtle Beach Realty Co., 287 S.C. 525, 339 S.E.2d 887 (Ct. App. 1986). The only exception to these generally recognized principles is the context of a beneficiary of a will. Rydde v. Morris, 318 S.C. 643, 675 S.E.2d 431 (2009).

These Defendants are a law firm and lawyers that work or worked there, and the Complaint purports to maintain claims based on professional negligence against them. The Complaint does not allege these Defendants represented the Plaintiffs, who admitted no attorney client relationship existed during the hearing of this Motion. The Complaint also fails to allege what, if anything, these lawyers did outside of the scope of their representation of a client. Such information is necessary for Plaintiffs to pursue a claim against these lawyers, who did not represent him. The Complaint is therefore subject to dismissal.

### **5. No basis for claims against individually named Defendants.**

While the Complaint does not state facts underlying any claim against these Defendants, it does reference two other cases, 2014-CP-10-05407 and 2017-CP-10-04031. Those cases are actually the same matter, Churchill Park v. Nix. This is the case in which MTB represented Plaintiff Alan Nix's Homeowners' Association in the pursuit of various amounts he allegedly owed to the Association. A cursory review of the pleadings shows that Case Number 2014-CP-10-05407 was dismissed pursuant to SCRCP 40(j) and subsequently restored as Case Number 2017-CP-10-04031. Mr. Nix failed to prevail in Case Number 2017-CP-1004031 and filed an appeal. The Court of Appeals affirmed<sup>2</sup> the lower Court's ruling, and Mr. Nix has since filed a pending petition for a writ of certiorari with the Supreme Court.

Stephanie Trotter, Ryan McCabe and Jamie McSweeney are or were lawyers at MTB during the time period when MTB represented the Homeowners' Association the above-referenced case(s) against Mr. Nix. The Complaint contains no allegation that any of these individually-named Defendants were acting outside their scope as lawyers at any time pertinent to this case. They are, therefore, improper Defendants in this case. Plaintiffs' claims against Ryan McCabe, Stephanie Trotter and Jamie McSweeney are therefore subject to dismissal.

### **6. Improper Plaintiffs**

In addition to Alan Nix, the Complaint caption lists Norma Nix and the Estate of Norma Nix as Plaintiffs. However, the body of the pleading only states "Plaintiff is a resident of Charleston County, South Carolina." Norma Nix is deceased. She is therefore not a proper party to any legal action.

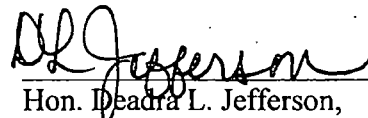
---

<sup>2</sup> Appellate Case No. 2018-000056, November 13, 2018.

Norma Nix' Estate could theoretically be a party. However, the Complaint does not state that Mr. Nix is the administrator of the Estate of Norma Nix, nor does it state any facts on which a claim by the Estate could be based. To the extent the Complaint brings claims on behalf of Norma Nix and her Estate, those claims fail as pled for these reasons.

**Conclusion**

Accordingly, Defendants McCabe, Trotter & Beverly, PC, Stephanie Trotter and Ryan McCabe and Jamie McSweeney's Motion to Dismiss is Granted, and Plaintiffs' Complaint is dismissed with prejudice.

  
\_\_\_\_\_  
Hon. Deadra L. Jefferson,  
Presiding Judge  
Ninth Judicial Circuit

October 17, 2019  
Charleston, South Carolina

10 of 10  
  
10

# Exhibit

# E

5 Feb 2020

# The South Carolina Court of Appeals

Churchill Park, Respondent,

v.

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

Of which Alan G. Nix is the Appellant. AND Churchill  
Park, Respondent,

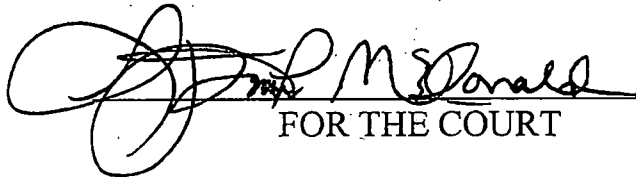
Appellate Case No. 2018-000056

---

## ORDER

---

Appellant has filed a third emergency motion for leave to file a Rule 60(b) motion and for clarification of this court's prior orders. This court construes the motion as a petition to rehear this court's prior orders. Because this court's prior orders did not have the effect of dismissing or finally deciding a party's appeal, this court will not entertain the motion. *See* Rule 240(i), SCACR ("The court will not entertain petitions for rehearing on a motion or petition unless the action of the court on the motion or petition has the effect of dismissing or finally deciding a party's appeal.").

  
FOR THE COURT

Columbia, South Carolina

cc:

Alan G. Nix  
Stephanie Carol Trotter, Esquire  
Sally C. Newman, Esquire  
Joel Morris Deason, Sr., Esquire  
Julie J. Armstrong  
The Honorable Mikell R. Scarborough

**FILED**

November 13, 2018

# Exhibit F

5 Feb. 2020

**THE STATE OF SOUTH CAROLINA  
In The Supreme Court**

---

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

**The Honorable Mikell R. Scarborough, Master in Equity**

---

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

---

**Churchill Park, Respondent**

**v.**

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

**Of which Alan G. Nix is the Appellant**

---

**Appellate Case Number 2018-000056 &  
2018-000174**

---

**RECEIVED**

**SEP 12 2019**

**SC Court of Appeals**

**PETITION FOR A WRIT OF CERIORARI**

Petitioner, Alan Nix, petitions the Court for a writ of certiorari to review the orders, letters, and general conduct of the South Carolina Court of Appeals in the above cited cases beginning with the orders of 5 April 2018.

A petition for rehearing was timely made and apparently ruled on by order of 9 August 2019. There are motions that were outstanding at the time of the order of 9 August 2019 that have not been ruled on and a follow up motion of 19 August 2019, that has not been ruled on. Additionally, the Clerk of Court of the Court of Appeals has still not, as of the date of this Writ, even returned the Appellants stamped copy of the motion.

Without even and acknowledgment of the motion filed 19 August 2019, Appellant is filing this initial Writ of Certiorari on 9 September 2019 to ensure a timely appeal. The Writ will be amended as soon as possible to list all of the orders, letters, motions, and general conduct that the Appellant requests the South Carolina Supreme Court to review.

### **QUESTIONS PRESENTED FOR REVIEW**

A preliminary list of questions are as follows:

1. Did the Court of Appeals improperly deny the Appellant's multiple requests to remand the case to the lower court to file Rule 60(b) motions?
2. Did the Court of Appeals improperly deny the Appellant's multiple requests to remand the case to the lower court to remedy questionable / fraudulent transcripts?
3. Did the Court of Appeals improperly restore the Appeal with the intent to prevent the Appellant from filing a Rule 60(b) motion in the lower court?
4. Did the Court act improperly when the fact the order restoring the case(s) lacked a Clerk of Court filed stamp?
5. Did the Court improperly consolidate appeals 2018-000056 and 2018-000174?
6. Did the Court act improperly by denying the Appellants' request to deconsolidate case numbers 2018-000056 and 2018-000147?
7. Did the Court break the Rules of Professional Conduct by taking improper actions to protect Judge Scarborough instead of appropriately reporting / managing his misconduct in office?

### **CONCLUSION**

The Court should review the Court of Appeals conduct, orders and letters since 5 April 2018 to ensure appropriate conduct and rationale.

Dated: September 9, 2019

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'J. M. ...', is written over a horizontal line.

Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466  
(843) 991.4170  
[alan.g.nix@gmail.com](mailto:alan.g.nix@gmail.com)

**THE STATE OF SOUTH CAROLINA  
In The Supreme Court**

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

**The Honorable Mikell R. Scarborough, Master in Equity**

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

**Churchill Park, Respondent**

**v.**

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

**Of which Alan G. Nix is the Appellant**

**Appellate Case Number 2018-000056 &  
2018-000174**

**RECEIVED**  
**SEP 12 2019**  
**SC Court of Appeals**

**PROOF OF SERVICE**

The undersigned certifies that a copy of the Writ of Certiorari has been served upon the individuals listed below, by mailing a copy of the same, postage prepaid, in the United States Mail, addressed as shown below this 9<sup>th</sup> day of September 2019 to:

Ryan McCabe  
McCabe Trotter and Beverly  
4500 Fort Jackson Blvd.  
Columbia, SC 29209

Charleston Legal Access  
Attn: Newman and Schrieber  
1630 Meeting St.  
Charleston, SC 29405

Judge Scarborough  
Master in Equity, Charleston County  
100 Broad St., Ste. 266  
Charleston, SC 29401

Julie Armstrong  
Clerk of Court, Charleston County.  
100 Broad Street  
Charleston, SC 29401

SC Court of Appeals  
1220 Senate St.  
Columbia, SC 29201

John Nichols  
Office of Disciplinary Counsel  
1220 Senate St.  
Columbia, SC 29201

Dated: September 9, 2019

Respectfully submitted,

By:



Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466  
(843) 991.4170  
[alan.g.nix@gmail.com](mailto:alan.g.nix@gmail.com)

9 September 2019

Alan Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466

**RECEIVED**  
SEP 12 2019  
SC Court of Appeals

Mr. Daniel Shearouse  
Clerk of Court  
South Carolina Supreme Court  
1231 Gervais St.  
Columbia, SC 29201

RE: Churchill Park v Alan G. Nix, et al  
S.C. Appellate Case Numbers: 2018-000056 / 000174  
Charleston County Case Numbers: 2014-CP-10-05407 / 2017-CP-10-04031

Mr. Shearouse,

Please find enclosed:

1. The preliminary filing of a Petition for a Writ of Certiorari for the above cited case number
2. Check number 866 in the amount of \$250.00 for the filing fee
3. Proof of Service
4. Copies of the Petition and Proof of Service to be returned with your clock stamp
5. Self-addressed and postage prepaid envelope to return the enclosed copies

All of the above are being mailed to you on the date of this letter via Fed Ex

The Petition will be amended and an appendix will be included as soon as possible. The Petition applies to all orders and letters from the SC Court of Appeals since 5 April 2018.

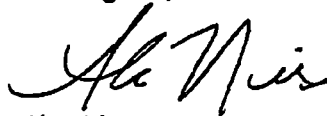
Additionally, be informed there are outstanding motions before the Court of Appeals that have yet to be ruled on / properly ruled on in these matters.

This filing is being sent to ensure timely submittal, but at the last moment since I was still optimistic the Court of Appeals might finally find a path to more proper conduct.

Thank you very much for your assistance. Please let me know if you require anything else related to this filing.

(signature next page)

Best regards,

A handwritten signature in black ink, appearing to read "Alan Nix". The signature is fluid and cursive, with the first name "Alan" and last name "Nix" clearly distinguishable.

Alan Nix

(c) 843.991.4170

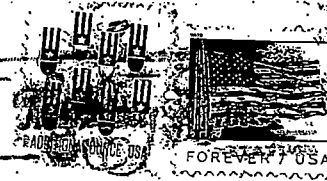
(e) [alan.g.nix@gmail.com](mailto:alan.g.nix@gmail.com)



Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466

CHARLESTON SC 294

10 SEP 2019 PM 3 L



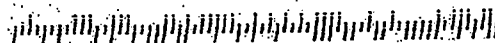
**RECEIVED**

SC COURT OF APPEALS  
1220 SENATE ST.  
COLUMBIA, SC 29201

SEP 12 2019

SC Court of Appeals

29201-376999



# Exhibit G

5 Feb. 2020

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Churchill Park,

Plaintiff,

v.

Aland Nix and the Estate of Norma Nix,

Defendants

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-10-04031

**AFFIDAVIT OF ATTORNEYS FEES**

17990.10 TMM

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

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



Exhibit A is a billing summary showing the detailed hourly time entries. Deponent's firm has expended at a minimum the following hours:

- a. Deponent: 52.55 hours at a rate of \$275.00/hour;
- b. Associate attorneys of McCabe, Trotter & Beverly, P.C.: 1.5 hours at a rate of \$175.00/hour;
- c. Paralegal staff of McCabe, Trotter & Beverly, P.C.: 5.3 hours at a rate of \$125.00/hour).

7. Under *Dede v. Strickland*, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charged in the locality for similar services, and the beneficial result obtained. These factors, as applied in this case, are as follows:

- a. **Nature, Extent, and Difficulty of the Legal Services Rendered:** As stated earlier, this is an action to foreclose an unpaid assessment lien on real property. The case involved complex issues of real property law. The extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.
- b. **Time and Labor Necessarily Devoted to the Case:** As stated above, this case involved difficult issues of both legal and factual natures. My staff and I have been responsible for the preparation of the pleadings and other documents. Additionally, we have been responsible for the preparation and service of the pleadings upon the defendant(s) personally or by statutory/substitute service; obtaining payoff figures as requested; and preparing for and attending numerous hearings and court-ordered conferences in this matter. Future responsibilities include preparing for and attending a trial, forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

c. **Professional Standing of Counsel:** I am a licensed member of the Bar of the State of South Carolina. I completed law school in 1986. Since graduation, I have served as a Judicial Clerk for a State Supreme Court Justice, have prosecuted civil and criminal violations of State laws and supervised approximately 40 attorneys in a State Attorney General's office, and have spent more than a decade practicing community association law. Since 1986, I have been an active Member of the Bar in state and federal courts in the United States and in the Republic of Palau, and am currently a member of the Charleston County Bar Association, the South Carolina Bar Association, the Community Association Law section of the South Carolina Bar, the Federal District Court for the South Carolina District, and other professional organizations. Approximately 85% of my practice consists of advising clients on community association issues and real property litigation, including foreclosure cases, collection cases, and other land related litigation. Accordingly, I submit that I have a high professional standing in general and in this area of practice.

d. **Contingency of Compensation.** As recited above, compensation in this case is based on a flat fee and hourly fee arrangement.

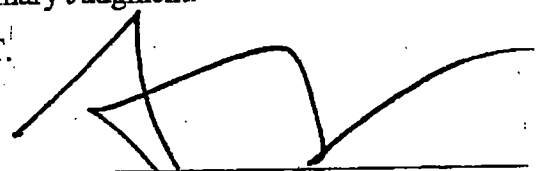
e. **Customary Fee Charged on the Locality for Similar Services.** I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the state of South Carolina, and from my general familiarity with the legal profession that our hourly rate is well within the range of fees customarily charged in this locality for similar services, and the flat rate portion of our fee is less than typically charged for such services.

f. **Beneficial Results Obtained:** Upon the ruling at after trial in this matter in favor of plaintiff, this attorney will have obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's rights under the Declaration with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiffs' behalf.

8. The Plaintiff is seeking to recover its attorneys' fees and costs in the amount of \$17,844.64. Plaintiff reserves the right to request an award of fees for work performed that is not

included in this affidavit, including but not limited to final preparation for and attendance at trial and the hearing on Defendant's Motion for Summary Judgment.

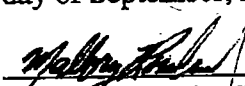
FURTHER DEPONENT SAYETH NOT.



---

Todd M. Musheff  
McCabe, Trotter & Beverly, PC  
P.O. Box 212069  
Columbia, South Carolina 29221  
Phone: (803) 724-5000  
Fax: (803) 724-5001  
Email: [Todd.Musheff@McCabeTrotter.com](mailto:Todd.Musheff@McCabeTrotter.com)  
*Attorney for Plaintiff*

Sworn to before me this 26  
day of September, 2017



---

Notary Public for South Carolina

My Commission Expires: 12-23-2020

**McCabe Trotter & Beverly, PC**

P.O. Box 212069  
Columbia, SC 29221  
Phone No.: (803) 724-5000  
Fax: (803) 724-5001  
Federal Tax ID:

Statement as of 9/25/2017  
Statement no 0

Churchill Park  
Tiffini Allen  
Gold-Crown Management, Inc.  
1805 Oak Street  
Myrtle Beach, SC 29577

017990.00010 / Nix, Alan G. & Norma J - 1401 Densmore Circle

**Professional Fees**

|               |                                                                                                                                                                                                                                                                    | Hours | Rate   | Amount |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|--------|
| 12/09/2014 JD | Received and reviewed notice of appearance and defendant's motions to dismiss and set aside default. (0.3000).                                                                                                                                                     | 0.30  | 175.00 | 52.50  |
| 12/22/2014 JD | Received notice of hearing and checked file for pending motions, etc. (0.2000).                                                                                                                                                                                    | 0.20  | 175.00 | 35.00  |
| 11/30/2015 TH | Preparation of documents for Motion to Compel hearing. (0.8000).                                                                                                                                                                                                   | 0.80  | 125.00 | 100.00 |
| 02/12/2016 WW | Attorney conference on best ways to prepare case for trial (1.0000).                                                                                                                                                                                               | 1.00  | 175.00 | 175.00 |
| 03/07/2017 TM | Communications with M. Barnett and J. Watson concerning steps Churchill should take to prepare background information for attorney response to Nix suit against two Churchill Board entities and two neighbors of Nix who are also former Board members. (0.6000). | 0.60  | 275.00 | 165.00 |
| 03/08/2017 VC | Receipt of new file request: Gather relevant information; Run conflict check; Open file and calendar tasks to be completed. (0.1000).                                                                                                                              | 0.10  | 125.00 | 12.50  |
| 03/14/2017 TM | No Charge until insurance coverage is determined: discussion with Dave Brown, co-defendant, concerning fence and Nix issues (0.5000).                                                                                                                              | 0.50  | 275.00 | 137.50 |
| 03/20/2017 TM | Communications with A. Masterpaul, M. Barnett and J. Watson concerning insurance counsel and status of carrier response to tender of defense; detailed discussion with defendant Brown concerning fence and case issues (2.1000).                                  | 2.10  | 275.00 | 577.50 |
| 04/06/2017 TH | Receive letter from Alan Nix, review and send to attorney for his review. (0.1000).                                                                                                                                                                                | 0.10  | 125.00 | 12.50  |

|               |                                                                                                                                                                                                                                               |      |        |        |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|--------|
| 04/06/2017 TM | Review and analyze communications with A. Nix concerning interest of adult children in house with wife's death and communications with T. Hicks concerning same; evaluate changes to complaint due to death of co-owner Norma Nix (0.6000).   | 0.60 | 275.00 | 165.00 |
| 04/12/2017 TM | Assignment to T. Hicks concerning Motion to Restore and potential resolution of same (0.3000).                                                                                                                                                | 0.30 | 275.00 | 82.50  |
| 04/13/2017 TM | Communications with Court concerning 40j motions to restore hearing set for Judge Harrington's roster on May 15; communications with M. Baird concerning court motions; communications with SCT concerning court hearing on motions (0.6000). | 0.60 | 275.00 | 165.00 |
| 04/17/2017 TH | Receipt of motions roster for Charleston, review and place date into calendaring system (0.2000); Prepare Consent Order to Restore to Active Docket, prepare letter to pro se defendant, and certificate of service, serve same. (0.5000).    | 0.70 | 125.00 | 87.50  |
| 04/17/2017 TM | Communications with T. Hicks concerning proposed court filing for Nix consent and incorporate additional information into same (0.3000).                                                                                                      | 0.30 | 275.00 | 82.50  |
| 04/18/2017 TH | Finalize Consent Order, prepare letter to Mr. Nix with Consent Order to Restore with Certificate of Service, serve. (0.3000); Receipt of roster meeting notice from Court, review and place date and time on calendar. (0.2000).              | 0.50 | 125.00 | 62.50  |
| 04/18/2017 TM | Communication with T Hicks concerning consent order to restore; communication with M Barnett re [REDACTED] review and incorporate additional information into Nix letter and follow up with T Hicks concerning same (0.6000).                 | 0.60 | 275.00 | 165.00 |
| 04/19/2017 TM | Review and analyze ProLaw assignment on Nix; communications with T. Hicks concerning service of papers and consent motion to restore to active docket: (0.5000).                                                                              | 0.50 | 275.00 | 137.50 |
| 04/23/2017 TM | Assignment from ProLaw re hearing on motions to restore (0.1000).                                                                                                                                                                             | 0.10 | 275.00 | 27.50  |
| 04/25/2017 TM | Check on status of [REDACTED] (0.3000); Communications with R. Stoney concerning results of Nix magistrates court case over fence and follow-up on same (0.5000).                                                                             | 1.30 | 275.00 | 357.50 |
| 05/01/2017 TM | Communications with Laura at MIE re hearing on cross motions for restoration of case (0.4000).                                                                                                                                                | 0.40 | 275.00 | 110.00 |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |        |          |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|----------|
| 05/02/2017 TM | Numerous, detailed communications with A. Nix, L. Dukes, Judge Scarborough, Judge Harrington, J. McSweeney, B. Sloane concerning motion to restore, numerous issues raised by Nix, Nix removal by security at annual meeting; review Complaint and other documents relevant to [REDACTED] Nix may raise at hearing; discussion with Bill Sloane concerning Nix issues (3.4000); Follow-up with M. Barnett concerning [REDACTED] review and analyze communications from SC Consumer affairs and update M. Barnett concerning same (0.4000). | 3.80 | 275.00 | 1,045.00 |
| 05/03/2017 TM | Communications with Board concerning direct communications with A. Nix relative to collections issues [REDACTED] review and analyze detailed email from Nix to former Board member Summer and current President Z. Perry discussing corporate name and billing issues; communications with A. Nix concerning Nix request for a written agreement on the 2016 40(j) for Nix's files or some other unknown purpose and MTB refusal to provide such document; (2.3000).                                                                       | 2.30 | 275.00 | 632.50   |
| 05/04/2017 TM | Follow-up with M. Barnett concerning vote and Covenant issues (0.4000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.40 | 275.00 | 110.00   |
| 05/09/2017 TM | Discussion with Investigator John Smith of the SC Consumer Affairs Division concerning Nix claims and issues; compile documents requested by Investigator Smith and submit same (1.1000).                                                                                                                                                                                                                                                                                                                                                  | 1.10 | 275.00 | 302.50   |
| 05/10/2017 TM | Review and analyze Nix communications and follow-up with T. Hicks concerning issues with response (0.4000).                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.40 | 275.00 | 110.00   |
| 05/11/2017 TH | Communicate with Attorney about Motion to Restore. (0.3000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.30 | 275.00 | 82.50    |
| 05/11/2017 TM | Review and analyze decision document from SC Consumer Affairs denying Nix attempt to obtain involvement in corporate identity defense of collection action; communications with T. Hicks concerning Motion to restore and clerk return of fee to restore; (0.2000).                                                                                                                                                                                                                                                                        | 0.20 | 275.00 | 55.00    |
| 05/15/2017 TM | Verify removal of Motions to Restore from Charleston County Roster and follow-up on case restoration; communication with the Court concerning Restoration Order. (1.1000); Verify removal of Motions to Restore from Charleston County Roster and follow-up on case restoration; communication with the Court concerning Restoration Order. (1.1000).                                                                                                                                                                                      | 2.20 | 275.00 | 605.00   |
| 05/30/2017 TM | Communications with Nix concerning discovery and attention to review of discovery needed for trial (1.1000).                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.10 | 275.00 | 302.50   |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |        |          |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|----------|
| 05/31/2017 TM | Review and analyze Letter from Alan Nix concerning corporate issues and detailed information sought and develop strategy [REDACTED] follow-up with Zane Perry and Jaime Wieringa concerning [REDACTED] Communications with J. Wieringa and M. Barnett concerning specific items from Board to bring Nix lot into compliance; (1.6000).                                                                                            | 1.60 | 275.00 | 440.00   |
| 06/01/2017 TM | Communications with M. Barnett and J. Wieringa concerning Nix issues (0.6000).                                                                                                                                                                                                                                                                                                                                                    | 0.60 | 275.00 | 165.00   |
| 06/02/2017 TM | Prepare discovery requests for Nix (2.5000).                                                                                                                                                                                                                                                                                                                                                                                      | 2.50 | 275.00 | 687.50   |
| 06/21/2017 TM | Communication with Court concerning motion hearing; communication with T. Coetzee concerning motion hearing (0.2000); Review photographs and Covenants concerning violations and notice requirements; prepare letter to A. Nix concerning 10-day notice to bring Lot into compliance with Community-Wide Standards and Covenants (0.5451).                                                                                        | 0.75 | 275.00 | 204.90   |
| 06/22/2017 TH | Review Charleston County Roster, prepare Notice of Hearing, Certificate of Service, Letter to Clerk of Court, email to attorney for approval to send. (0.4000).                                                                                                                                                                                                                                                                   | 0.40 | 125.00 | 50.00    |
| 06/22/2017 TM | Communications with Court concerning trial and hearing on dispositive and other motions; communications with T. Hicks concerning Notice of Hearing and review and analyze same (0.3000).                                                                                                                                                                                                                                          | 0.30 | 275.00 | 82.50    |
| 06/23/2017 TM | Review filing prepared by T. Hicks and follow-up on same (0.2000).                                                                                                                                                                                                                                                                                                                                                                | 0.20 | 275.00 | 55.00    |
| 06/28/2017 TM | [REDACTED] Communications with J. Wieringa concerning Churchill Park legal issues for time periods before she had Churchill and prepare email outlining numerous legal issues that needed addressed (1.3000).                                                                                                                                                                                                                     | 1.30 | 275.00 | 357.50   |
| 06/28/2017 VC | Calendar tasks to be completed (0.1000).                                                                                                                                                                                                                                                                                                                                                                                          | 0.10 | 125.00 | 12.50    |
| 07/12/2017 TM | Brief overview of Nix letter; Assignment to Tammy Hicks concerning restoration foreclosure for case (0.3000).                                                                                                                                                                                                                                                                                                                     | 0.30 | 275.00 | 82.50    |
| 07/27/2017 VC | Review pleading, update pleadings index and file. (0.1000).                                                                                                                                                                                                                                                                                                                                                                       | 0.10 | 125.00 | 12.50    |
| 08/01/2017 TM | Communications with Alan Nix concerning death of spouse and Architectural Review Board request and various other issues and review and analyze documents attached by Nix (0.6000).                                                                                                                                                                                                                                                | 0.60 | 275.00 | 165.00   |
| 08/07/2017 DP | Communicate with Attorney Musheff in regards to 40 (j) resuscitation; Update file accordingly. (0.2000).                                                                                                                                                                                                                                                                                                                          | 0.20 | 125.00 | 25.00    |
| 08/07/2017 TM | Communications with A. Nix re Amended Answer; review and analyze past communication with A. Nix to confirm inaccuracy of emails; communications with J. Wiering re Board question on results of Nix foreclosure and follow up with SCT, DRM, JRO concerning same; prepare for, travel to and participate in Motion Hearing and Final Pre-Trial; communication with S. Newman concerning discovery and follow up on same (5.2000). | 5.20 | 275.00 | 1,430.00 |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |        |        |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|--------|
| 08/08/2017 TM | Communications with J. Clevering re court hearing and trial; follow up with Deanne and Glenda concerning fee for 40(j) restoration (0.2000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.20 | 275.00 | 55.00  |
| 08/09/2017 TM | Communications with COurt concerning trial schedule; communications with Sally Newman concerning discovery, settlement and case information and follow-up on same (0.6000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0.60 | 275.00 | 165.00 |
| 08/10/2017 TM | Communications with Tracy Kapanke concerning [REDACTED] communications with Sally Newman concerning Nix issues, discovery, and representation; communications with Gold Crown Management concerning certified letter from Alan Nix (0.8000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.80 | 275.00 | 220.00 |
| 08/11/2017 TM | Communications with Theron concerning updated debt figures [REDACTED] (0.3000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.30 | 275.00 | 82.50  |
| 08/14/2017 TM | Communications [REDACTED] Concerning Nix issues and related invoices and cost if Nix succeeds in the lawsuit; communications with J McSweeney concerning Nix filings; communications with the court concerning 40 (j) (0.7000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.70 | 275.00 | 192.50 |
| 08/15/2017 DP | Communicate with Charleston County Clerk of Court's Office via telephone in regards to (required fees associated with) 40(j) resuscitation. (0.2000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0.20 | 125.00 | 25.00  |
| 08/15/2017 TM | Communications with Zane Perry concerning [REDACTED] (0.4000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.40 | 275.00 | 110.00 |
| 08/16/2017 DP | Receipt and review of correspondence entitled Notice of Entry of Judgment/Order Pursuant to Rule 77, wherein directed to retrieve pleading from Charleston County Clerk of Court online; Locate & review Form 4 Order granting both Motion to Restore Case to the Active Docket; Communicate with Attorney Musheff in regards to same; Update file. (0.4000); Receipt and review of correspondence entitled Notice of Entry of Judgment/Order Pursuant to Rule 77, wherein advised of Reference to Master (referral only - no order); Communicate with Attorney Musheff in regards to same. (0.2000); Receipt and review of correspondence entitled Notice of Entry of Judgment/Order Pursuant to Rule 77, wherein directed to retrieve pleading from Charleston County Clerk of Court online; Locate & review Form 4 Order to Restore Pursuant to Rule 40(j); Communicate with Attorney Musheff in regards to same; Update file. (0.4000). | 1.00 | 125.00 | 125.00 |
| 08/16/2017 TM | Review and analyze the detailed email communication on discovery and case issues; review and analyze documents provided by Deanne Peale concerning court determinations (0.6000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.60 | 275.00 | 165.00 |
| 08/16/2017 VC | Review pleading, update pleadings index and file. (0.1000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0.10 | 125.00 | 12.50  |
| 08/17/2017 TM | Communications with Zane Perry concerning [REDACTED] communications with SCT and J McSweeney concerning motion to be relieved as counsel (0.3000).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.30 | 275.00 | 82.50  |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |        |          |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|----------|
| 08/18/2017 TM | Communications with Sally Newman concerning discovery issues; communications with Jerry Watson concerning [REDACTED] communications with Alan Nix concerning various case issues (2.2000).                                                                                                                                                                                                                                                                                                      | 2.20 | 275.00 | 605.00   |
| 08/19/2017 TM | Communication with A. Nix concerning case issues (0.3000).                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.30 | 275.00 | 82.50    |
| 08/21/2017 TM | Review and analyze A. Nix communication on discovery and develop response to same; review and analyze file discovery documents and respond to S. Newman request and questions on discovery already exchanged in case; review and analyze S. Newman documents and address issues raised by S. Newman (2.9000).                                                                                                                                                                                   | 2.90 | 275.00 | 797.50   |
| 08/22/2017 TM | Communications with S. Newman concerning discovery; communications with Robin concerning meeting with Churchill Board and review and analyze issues relating to same; Review and analyze communications with Z. Perry; and concerning meeting issues; communication with Court concerning Estate of Norma Nix (1.2000).                                                                                                                                                                         | 1.20 | 275.00 | 330.00   |
| 08/24/2017 DP | Receipt & review of Defendant's Motion to Join Additional Party and Defendant's Motion to Correct an Error in the Record; Communicate with Attorneys Musheff & Trotter in regards to same & update file. (0.2000); Receipt and review of Estate of Norma J. Nix's Notice of Appearance and Motion to Intervene; Communicate with Attorney Musheff in regards to same & update file. (0.2000).                                                                                                   | 0.40 | 125.00 | 50.00    |
| 08/24/2017 TM | Communications with Zane Perry and Ryan McCabe and follow up on and prepare for same; communications with Sally Newman concerning discovery and documents provided; review and analyze Nix motions to correct the record from before 40 (j) and to join indispensable party; communication with Court concerning estate intervention; communications with client and Gold Crown Management concerning code enforcement (2.3000).                                                                | 2.30 | 275.00 | 632.50   |
| 08/25/2017 TM | Various communications with Sally Newman concerning discovery responses and attention to same; Compile and process discovery responses including documents and follow-up with Sally Newman concerning discovery responses; prepare for and participate in conference with client, Zane Perry, and Ryan McCabe; communications with Alan Nix concerning various case issues; communications with S Cranford [REDACTED] communications with Gold Crown Management concerning [REDACTED] (4.0000). | 4.00 | 275.00 | 1,100.00 |
| 08/28/2017 TM | Review and analyze Alan Nix communications and responses to same (0.6000).                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.60 | 275.00 | 165.00   |

|               |                                                                                                                                                                                                                                                                                                                              |      |        |        |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|--------|
| 08/29/2017 TM | Review various lengthy Nix communications and attachments and follow-up with the scene. Concerning same; review communications with Alan Nix and Sally Newman; communication with Sally Newman concerning settlement and summary judgment in review and analyze Sally Newman motion (1.1000).                                | 1.10 | 275.00 | 302.50 |
| 08/30/2017 TM | Review and analyze Alan Nix communications and numerous attachments to same (0.7000).                                                                                                                                                                                                                                        | 0.70 | 275.00 | 192.50 |
| 08/31/2017 DP | Receipt and review of correspondence from Charleston County Clerk of Court indicating Order Granting Motion to Intervene has been filed & may be retrieved online if so desire; Retrieve Order fro SC Courts online; Review Order & communicate with Attorney Musheff in regards to same; Update file accordingly. (0.2000). | 0.20 | 125.00 | 25.00  |
| 08/31/2017 TM | Review [REDACTED] light of Alan Nix claims or up on same; review and analyze court rulings on Nix motion issues (0.6000).                                                                                                                                                                                                    | 0.60 | 275.00 | 165.00 |
| 09/06/2017 DP | Receipt & review of correspondence from Sally Newman of Charleston Legal Access to include Motion for Summary Judgment in 2014-CP-10-5407; Communicate with Attorney Musheff in regards to same; Update file accordingly. (0.1000).                                                                                          | 0.10 | 125.00 | 12.50  |

Sub-total Fees: \$15,419.90

#### Rate Summary

|                    |                            |           |
|--------------------|----------------------------|-----------|
| Joel Deason        | 0.50 hours at \$175.00/hr  | 87.50     |
| Tammy Hicks        | 2.50 hours at \$125.00/hr  | 312.50    |
| Tammy Hicks        | 0.30 hours at \$275.00/hr  | 82.50     |
| Todd Musheff       | 52.55 hours at \$275.00/hr | 14,449.90 |
| Deanne Peele       | 2.10 hours at \$125.00/hr  | 262.50    |
| Victoria.Cockfield | 0.40 hours at \$125.00/hr  | 50.00     |
| Walt Whitmire      | 1.00 hours at \$175.00/hr  | 175.00    |

Total hours: 59.35

#### Expenses

03/17/2017 Filing Fees.

| Units | Price    | Amount   |
|-------|----------|----------|
| 1.00  | (150.00) | (150.00) |

Sub-total Expenses: (\$150.00)

#### Payments

05/03/2017 Payment HOA pymt on invoice

150.00

Sub-total Payments: \$150.00

Total Current Billing: \$15,269.90

Previous Balance Due: \$150.00

Total Payments: (\$150.00)

Total Now Due: \$15,269.90

# Exhibit H

5 Feb 2020

**DECLARATION**  
**OF**  
**PROTECTIVE COVENANTS**  
**FOR**  
**CHURCHILL PARK**

**Return to:**  
**Anthony W. Oxley, Esq.**  
**D. R. Horton, Inc.-Torrey**  
**204 Canton Highway**  
**Cumming, Georgia 30040**

## TABLE OF CONTENTS

|                                                                  |    |
|------------------------------------------------------------------|----|
| Definitions .....                                                | 1  |
| Property Subject To This Declaration.....                        | 3  |
| Association Membership and Voting Rights .....                   | 3  |
| Assessments .....                                                | 3  |
| Maintenance & Conveyance of Common Property to Association ..... | 6  |
| Use Restrictions and Rules.....                                  | 8  |
| Insurance and Casualty Losses.....                               | 15 |
| Annexation of Additional Property .....                          | 19 |
| Mortgagee Provisions.....                                        | 20 |
| Easements.....                                                   | 21 |
| General Provisions. ....                                         | 24 |
| Use of Recreational Facilities .....                             | 28 |
| Variances.....                                                   | 28 |
| Litigation .....                                                 | 29 |

**DECLARATION OF PROTECTIVE COVENANTS**

**FOR**

**CHURCHILL PARK**

**THIS DECLARATION** is made on this the 6<sup>th</sup> day of January, <sup>2000</sup>~~1999~~, by C. Richard Dobson Builders, Inc. ("Declarant"):

**WITNESSETH**

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

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

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

**1. Definitions**

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

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

- d. "Association" shall mean Churchill Park Homeowner's Association, Inc., a South Carolina nonprofit mutual benefit corporation, its successors and assigns.
- e. "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under South Carolina law.
- f. "Bylaws" shall refer to the Bylaws of the Association, attached as Exhibit "C".
- g. "Common Property" shall mean, if any, the real property, interests in real property, and personal property, easements and other interests, together with improvements located on that property (if any) which are now or are hereafter owned by the Association for the common use and enjoyment of some or all of the Owners.
- h. "Community" shall mean the real property and interests described on Exhibit "A", and such additions to that property as may be made by Declarant or by the Association pursuant to this Declaration.
- i. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination must be consistent with the Community-Wide Standard originally established by the Declarant.
- j. "Declarant" shall mean that person or entity executing this Declaration as Declarant. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in a deed filed in the real property records of the RMC Office for Charleston County.
- k. "Declaration" shall include any Supplemental Declaration.
- l. "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed on that land, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property and membership in the Association.
- m. "Master Association" means the Park West Master Association, Inc., a South Carolina non-profit mutual benefit corporation.
- n. "Master Declaration" means the Park West Master Association Declaration of Covenants, Conditions and Restrictions recorded on December 17, 1997, in the RMC Office for Charleston County at Book 294, Page 275, and any amendments or supplements thereto.
- o. "Mortgage" means any mortgage, security deed, deed of trust, or similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

- p. "Mortgagee" shall mean the holder of a Mortgage.
- q. "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.
- r. "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community; excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- s. "Park West" means that certain real property subject to the terms of the Master Declaration.
- t. "Person" means a natural person, corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
- u. "Supplemental Declaration" means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on the land described therein, or both.
- v. "Total Association Vote" means all of the votes attributable to members of the Association. If the Total Association Vote is taken during a time while Declarant has the right to appoint members of the Board of Directors, a Total Association Vote approving some item or proposition must contain the affirmative vote of Declarant or the item or proposition will be deemed not to have been approved.

## 2. Subordinate Declaration.

- a. This Declaration is intended to supplement the Master Declaration and Amenity Declaration as they apply to Park West and the Community. Every Owner, by acceptance of an interest in any portion of the Community, acknowledges that he or she is subject to both the Master Declaration and the Amenity Declaration in addition to this Declaration, and is subject to the assessment obligations and lien rights set forth therein.
- b. In addition to all of the rights and obligations which are conferred or imposed upon the Association pursuant to this Declaration, the Bylaws, or the Association's Articles of Incorporation, the Association is entitled to exercise any rights conferred upon it and is subject to all of the obligations imposed upon it pursuant to the Master Declaration, the Bylaws of Park West Master Association, Inc., the Amenity Declaration, and the Bylaws of Park West Amenity Association, Inc. The Association and all of its committees shall also be subject to all superior rights and powers which have been conferred upon the Master Association and the Amenity Association. The Association shall take no action in derogation of the rights of, or contrary to the interests of either the Master Association or the Amenity Association.
- c. No property shall hereafter be made subject to this Declaration unless at the time it is made subject to this Declaration it is subject to the Master Declaration and the Amenity Declaration.

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

3. Property Subject To This Declaration

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

4. Association Membership and Voting Rights

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

5. Assessments

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

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

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

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

- a. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of :
- i. Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
  - ii. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;
  - iii. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
- b. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.
- c. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.
- d. VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD"), or the U.S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA or HUD as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Property to any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws, or Articles of Incorporation.
- e. Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or South Carolina law for any of the acts set out in this Section.
- f. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Section to be recorded to reflect such changes.

12. Easements

a. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

b. Easements for Use and Enjoyment.

i. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

- (1). The right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Owners, Occupants, and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, Occupants, tenants, guests, and invitees;
- (2). The right of the Association to suspend the voting rights of a member and the right of an Owner to use the recreational facilities available for use by the Community, if any for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid and, for a reasonable period of time, for an infraction of the Declaration, Bylaws, or rules and regulations;
- (3). The right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community. Any such Mortgage on the Common Property shall be subject to approval by at least two-thirds (2/3) of the Total Association Vote (excluding votes held by the Declarant). Any provision in this Declaration or in the any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights

therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements, or privileges herein reserved or established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community;

- (4). The right of the Association to dedicate or grant licenses, permits, or easements over, under, and through the Common Property to governmental entities for public purposes; and
  - (5). The right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of at least two-thirds (2/3) of the Total Association Vote excluding votes held by the Declarant.
- ii. Delegation. Any Owner may delegate such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot, if leased.
- c. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community, including all Lots, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, security, as well as storm drainage and any other service or system which the Declarant or the Association might decide to have installed to service the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement.
- d. Easement for Drainage. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water across all Community property for the purpose of altering drainage and water flow. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling, or piping waterflow across any Lot or any property in the Community. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.
- e. Easement for Entry. In addition to the other rights reserved to Declarant and the Association, the Declarant or the Association shall have the right (but not the obligation) to enter upon any

- iii. The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services;
- iv. The right (but not the obligation) to construct recreational facilities on Common Property;
- v. The right to carry on sales and promotional activities in the Community;
- vi. The right to place direction and marketing signs on any portion of the Community, including any Lot or Common Property;
- vii. The right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities; and
- viii. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.
- i. Irrigation Easements: There is hereby reserved to the Declarant and the Association a blanket easement to pump water from ponds, lakes, and other bodies of water located within the Community for irrigation purposes.
- j. Fence Easement. Declarant hereby reserves an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance, or plan approval requirement.

### 13. General Provisions.

- a. Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and any such restrictions which may be placed in the deed to such Owner's Lot, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an

aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

- b. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restriction. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.
- c. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by Declarant, the Association or any Owner, their respective legal representatives, heirs, successors, and assigns perpetually to the extent provided by law. If South Carolina law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provision shall be automatically extended for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of 2/3 of the Lots and the Declarant (if the Declarant still owns any property in the Community or has the right to annex additional property) is recorded within the year immediately preceding the beginning of a ten (10) year renewal period.
- d. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage Loans on the Lots subject to this Declaration; however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration for any other purpose; however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Owner.

In addition to the above, this Declaration may be amended:

- i. For so long as the Declarant owns any property in the Community or has the right to annex additional property, with the affirmative written consent of the Declarant and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots; or
  - ii. If the Declarant no longer owns any Property in the Community and no longer has the right to annex additional property, upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots.
- e. Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.
- f. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.
- g. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.
- h. Captions. The captions are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.
- i. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.
- j. Indemnification. To the fullest extent allowed by applicable South Carolina law, the Association shall indemnify every officer and director of the Association against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or

directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. This indemnification shall also include attorneys' fees and expenses incurred in enforcing this indemnification. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

k. Books and Records.

- i. Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by Declarant or any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.
  - ii. Rules for Inspection. The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) hours and days of the work when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents.
  - iii. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.
- l. Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board may decide; provided, however, after having received the Board's financial statements at their annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.
- m. Notice of Sale, Lease, or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

- n. Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development or sale in the Community, or has the right to unilaterally annex additional property to the Community) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.
  - o. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.
14. Use of Recreational Facilities. Declarant may, but shall not be required to, construct recreational facilities on portions of the Common Property. These facilities may take the form of tennis courts, a pool, bathhouse, viewing areas and the like. In the event Declarant constructs such recreational facilities, the following shall apply:
- a. For so long as Declarant has an option to unilaterally subject additional property to this Declaration, or holds an interest in any portion of the Community (whichever is greater) Declarant shall have the right to grant to persons who are not members of the Association the right to use the recreational facilities. The extent and duration of nonmember use and the fee to be charged shall be determined solely by Declarant. The Declarant may grant nonmember use rights to Persons as an easement appurtenant to such Person's residential real property so that such use rights shall automatically inure to the benefit of such Persons and their heirs and assigns.
  - b. Any use right granted to nonmembers which extends beyond the time period specified in (a) above shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by the Declarant are complied with by the nonmember user.
  - c. Declarant hereby reserves unto itself, its successors and assigns, a non-exclusive, perpetual right and privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns, and the above nonmember users, without obligation or charge. These rights shall include, without limitation, an easement for travel across all Common Property in the Community.
  - d. Declarant shall not be responsible for any fees to be paid by such nonmember.
  - e. Declarant shall have the sole right to grant nonmembers access during the time period specified in (a) above.
15. Variances. Notwithstanding anything to the contrary contained herein, the Declarant and the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws, and any rule, regulation or use restriction promulgated pursuant thereto if it

determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

16. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in this Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended during the time period when Declarant owns any property for development or sale in the Community, or has the right to unilaterally annex additional property to the Community unless such amendment is made by the Declarant.

17. Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner other than Declarant or a Builder, a contribution of \$100.00 ("Initiation Fee") shall be made by or on behalf of the purchaser to the Association as set forth below. The Initiation Fee shall be in addition to, not in lieu of, any annual or special assessments. The Initiation Fee shall be payable at Closing, shall not be prorated, and the Association shall have all rights under the Declaration for enforcement of assessments if it is not paid. The Initiation Fee shall be deposited into an account of the Association and disbursed from that account (a) \$ 75.00 for expenses and costs of the Association in accordance with the Declaration and By-laws, as amended, and (b) \$25.00 of the initiation fee shall be held by the Association as a long term "Maintenance Reserve" to be disbursed by the Association for maintenance of any property which the Association is required or permitted to maintain, in its sole discretion. The Initiation Fee referred to in this paragraph is payable only one time, and will not be charged subsequent purchasers of a Lot once paid.

IN WITNESS WHEREOF, the Declarant herein, hereby executes this instrument under seal this the 24<sup>th</sup> day of January, 1999.  
2000

[SIGNATURES ON NEXT PAGE]

EX S340PG627

Declarant:

C. Richard Dobson Builders, Inc. \*

By: Anthony W. Siler

Its: VP

Attest: [Signature]

Its: Kay Gentry  
[CORPORATE SEAL]

Signed, sealed, and delivered  
this 5<sup>th</sup> day of January,  
~~1999~~ in the presence of:

Dina Siller

Witness

Barbara Davis

Witness



STATE OF GEORGIA  
COUNTY OF CHEROKEE

I, Barbara Davis, a notary public in and for the State of Georgia, do hereby certify that the above  
Anthony W. Siler as Vice President \*, who personally appeared before me this day and  
acknowledged that he holds the office indicated and duly executed the foregoing Declaration.

Witness my hand and official seal this 5<sup>th</sup> day of January, 2000  
~~1999~~.

Barbara Davis  
Notary Public

My Commission Expires: 3-3-03



Exh. B-4 "A"

Parcel "A"

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being, in the Town of Mount Pleasant, in the County of Charleston, in the State of South Carolina; the being more particularly shown and delineated as LOTS 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, & 95, CHURCHILL PLAT, PHASE I on plat entitled "A Conditional Subdivision Plat of Churchill Park, Phase I, Formerly Known as Portion Parcel 10, Parkwest, Owned by Venture Management of South Carolina, LLC", prepared by Southeastern Surveying, Inc., dated August 28, 1998, revised September 15, 1998, October 6, 1998, and October 24, 1998, and recorded in the RMC Office for Charleston County, SC in Plat Book EC at page 999; and having the boundaries and measurements as shown on the last mentioned plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

Parcel "B"

All that lot, piece or parcel of land, situate, lying and being shown and designated as "PARCEL 10, 30.580 AC TOTAL ACREAGE INCLUDES WETLANDS AND WETLAND BUFFERS ZONED R-3 (SINGLE FAMILY RESIDENTIAL)", as described on Sheet 3 of that certain plat by Southeastern Surveying, Inc., containing 5 sheets, entitled "A CONDITIONAL SUBDIVISION PLAT OF PARCEL 1, PARCEL 7, PARCEL 10, PARCEL 10, #1100, #1102 IN PARKWEST BOULEVARD OWNED BY LANDTECH CHARLESTON, LLC LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" dated September 8, 1997, last revised September 13, 1997 and recorded October 14, 1997 in Plat Book EC at page 90 in the RMC Office for Charleston County, South Carolina.

LESS AND EXCEPTING:

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being, in the Town of Mount Pleasant, in the County of Charleston, in the State of South Carolina; the being more particularly shown and delineated as LOTS 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, & 95, CHURCHILL PLAT, PHASE I on plat entitled "A Conditional Subdivision Plat of Churchill Park, Phase I, Formerly Known as Portion Parcel 10, Parkwest, Owned by Venture Management of South Carolina, LLC", prepared by Southeastern Surveying, Inc., dated August 28, 1998, revised September 15, 1998, October 6, 1998, and October 24, 1998, and recorded in the RMC Office for Charleston County, SC in Plat Book EC at page 999; and having the boundaries and measurements as shown on the last mentioned plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, Schedule B-Section 2, and Schedule C. This Commitment is of no force and effect unless all schedules are included, along with any added pages incorporated herein.

## BYLAWS

TABLE OF CONTENTS

|                                                            | <u>Page</u> |
|------------------------------------------------------------|-------------|
| <b>I. NAME, MEMBERSHIP, APPLICABILITY, AND DEFINITIONS</b> | <b>1</b>    |
| 1. Name                                                    | 1           |
| 2. Membership                                              | 1           |
| 3. Definitions                                             | 1           |
| <b>II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES</b>  | <b>1</b>    |
| 1. Place of Meetings                                       | 1           |
| 2. First Meeting and Annual Meetings                       | 1           |
| 3. Special Meetings                                        | 1           |
| 4. Notice of Meetings                                      | 2           |
| 5. Waiver of Notice                                        | 2           |
| 6. Adjournment of Meetings                                 | 2           |
| 7. Voting                                                  | 2           |
| 8. Proxies                                                 | 2           |
| 9. Quorum                                                  | 2           |
| 10. Action Without a Formal Meeting                        | 3           |
| 11. Action By Written Ballot                               | 3           |
| <b>III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS</b>   | <b>3</b>    |
| A. <u>Composition and Selection.</u>                       |             |
| 1. Governing Body; Composition                             | 3           |
| 2. Directors Appointed by Declarant                        | 3           |
| 3. Number of Directors                                     | 4           |
| 4. Nomination of Directors                                 | 4           |
| 5. Election and Term of Office                             | 4           |
| 6. Removal of Directors                                    | 4           |
| 7. Vacancies                                               | 5           |
| B. <u>Meetings.</u>                                        |             |
| 8. Organization Meetings                                   | 5           |
| 9. Regular Meetings                                        | 5           |
| 10. Special Meetings                                       | 5           |
| 11. Waiver of Notice                                       | 5           |

## BYLAWS

## OF

## CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC.

## Article I

Name, Membership, Applicability, and Definitions

**Section 1. Name.** The name of the Association shall be Churchill Park Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association").

**Section 2. Membership.** The Association shall have one (1) class of membership, as is more fully set forth in that Declaration of Protective Covenants for Churchill Park (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

**Section 3. Definitions.** The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

## Article II

Association: Meetings, Quorum, Voting, Proxies

**Section 1. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board, either in the Community or as convenient thereto as possible and practical.

**Section 2. First Meeting and Annual Meetings.** An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

**Section 3. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the association if so directed by resolution of the Board or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of each Lot (as shown in the records of the Association) a

**Section 4. Nomination of Directors.** Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualification to the members and to solicit votes.

**Section 5. Election and Term of Office.** Owner-elected directors shall be elected and hold office as follows:

(a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three (3) directors.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

Initially, the term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Owner-elected member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

**Section 6. Removal of Directors.** At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors at a meeting. This Section shall not apply to directors appointed by Declarant.

**Section 7. Vacancies.** Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

**B. Meetings.**

**Section 8. Organization Meetings.** The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

(iii) the name, address, and telephone numbers of a person to contact to challenge the fine or suspension;

(iv) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(v) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

#### **Article IV**

##### **Officers**

**Section 1. Officers.** The officers of the Association shall be a President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board. The Board may appoint such other officers, including one (1) or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers, as it shall deem desirable.

**Section 2. Election, Term of Office, and Vacancies.** Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

**Section 3. Removal.** Any officer may be removed by the Board whenever, in their judgment, the best interests of the Association will be served thereby.

**Section 4. President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Act.

**Section 5. Vice President.** The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with South Carolina law.

**Section 7. Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required

financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

**Section 8. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **Article V** **Committees**

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

#### **Article VI** **Miscellaneous**

**Section 1. Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

**Section 2. Parliamentary Rules.** Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

**Section 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

**Section 4. Amendment.** These Bylaws may be amended by the Board of Directors if; (a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation of judicial determination which shall be in conflict therewith; (b) such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to the Declaration; or (d) such amendment is necessary to enable any

Dobson Builders  
Attn: Cliff Richard  
498 Wando Park Blvd. Ste 200  
Mt. Pleasant, SC 29466

■ S340P6643

FILED

S340-595

2000 JAN 10 PM 2:31

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

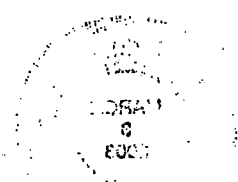
54.00  
pst 1.00  

---

55.00  
C

*[Handwritten initials]*

*(copy of)*



# Exhibit

## I

5 Feb 2020

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

FORM 4

JUDGMENT IN A CIVIL CASE

FILED

CASE NO. 204CP-10-5407

Churchill Paule

2016 MAR 23 PM 1:48

Nix

PLAINTIFF(S)

JULIE J. ARMSTRONG  
CLERK OF COURT

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☒ ACTION STRICKEN (CHECK REASON): ☒ Rule 40(i), 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

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

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

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

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

Circuit Court Judge

3062  
Judge Code

3/21/16  
Date

# Exhibit J

5 Feb 2020

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

1205 PENDLETON STREET, SUITE 525  
COLUMBIA, SC 29201

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



December 31, 2019

Churchill Park  
c/o SCS  
1100 Park West Blvd.  
Mt. Pleasant, SC 29466

Churchill Park  
c/o Cedar Management Group  
1320 Main St., Suite 300  
Columbia, SC 29201

Dear Sir or Madam:

Recently, the Secretary of State's Office was notified that the principal office address on file for Churchill Park is no longer current. Presently, the principal office of record is c/o SCS, 1100 Park West Blvd., Mt. Pleasant, SC 29466.

Under §33-31-505 of the South Carolina Nonprofit Corporation Act, a nonprofit corporation must file a Notice of Change of Principal Office with the Secretary of State within thirty days of changing the location of the principal office. Section 33-31-1420 of the Act further provides that the Secretary of State may commence a proceeding to administratively dissolve a corporation if the corporation does not deliver a report of change of principal office when due.

Pursuant to §33-31-1421, we are notifying you by this letter that a current principal office address for this entity must be provided within sixty (60) days of service of this notice. If the information is not received by that time, the Secretary of State's Office will administratively dissolve this entity. To update your principal office address, you may file online through our website at <https://businessfilings.sc.gov/businessfiling>.

If you have any questions or need any additional information from the Secretary of State's Office, you may reach me at 803-734-0208 or by email at [maugustine@sos.sc.gov](mailto:maugustine@sos.sc.gov).

Sincerely,

*Meredith Augustine*  
Meredith Augustine  
Deputy General Counsel

# Exhibit **K**

5 Feb 2020

20 December 2019

Alan Nix  
1401 Densmore Circle  
Mt. Pleasant, SC 29466

Mark Hammond  
SC Secretary of State's Office  
1205 Pendleton St., Ste. 525  
Columbia, SC 29201

Shannon Wiley, General Counsel  
SC Secretary of State's Office  
1205 Pendleton, St., Ste. 525  
Columbia, SC 29201

RE: South Carolina Nonprofit Corporation "Churchill Park", incorporated 31 July 2003.

Mr. Hammond and Ms. Wiley.

This letter is being sent to you via both USPS and FedEx on 21 December 2019. You should receive this letter on 23 December 2019.

For the reasons provided below, I am asking your office to take the following actions / precautions:

1. No later than 1130 on 30 December 2019, administratively dissolve the non profit corporation named Churchill Park, hereinafter referred to as "Churchill Park 2003".
  - a. If your office does not believe the reasons and supporting evidence included with this letter sufficiently support taking the requested administrative dissolution of Churchill Park 2003 on or before 1130 on 30 December 2019, please take any and all such actions necessary to put Churchill Park 2003 in a status that does not allow it to legally conduct business in this state past 30 December 2019 until such time as an appropriate court deems it proper.
2. Do not accept and/or process any documents requesting changes to Chucklehoover, LLC, previously known as Southern Community Services, LLC, including articles of dissolution, until such time as all legal matters involving Chucklehoover, LLC are filed and finally adjudicated in the appropriate judicial system(s).
3. Do not accept and/or process any documents requesting changes to Land Tech Charleston, LLC, incorporated 1 November 1996, including articles of dissolution, until such time as all legal matters involving Land Tech Charleston, LLC are filed and finally adjudicated in the appropriate judicial system(s).
4. Do not accept and/or process any documents requesting changes to Park West Development, Inc., incorporated 19 January 1998, including articles of dissolution, until such time as all legal matters involving Park West Development, Inc. are filed and finally adjudicated in the appropriate judicial system(s).
5. Do not accept and/or process any documents requesting changes to Venture Management of South Carolina, LLC, organized 22 December 1997, including articles of dissolution, until such time as all legal matters involving Venture

Management of South Carolina, LLC are filed and finally adjudicated in the appropriate judicial system(s).

6. Do not accept and/or process any documents requesting changes to C. Richard Dobson Builders, Inc. incorporated 9 December 1993, including articles of dissolution, until such time as all legal matters involving C. Richard Dobson Builders, Inc. are filed and finally adjudicated in the appropriate judicial system(s).
7. Even though not your Office's total responsibility, given the apparent significant and complex corporate structures utilized by the persons and Persons involved with Chucklehoover, LLC, LandTech Charleston, LLC, Park West Development, Inc., and D R Horton Inc., etc., your Office should exercise significant due diligence in accepting and processing changes to other potentially related entities, including but not limited to articles of dissolution.

I have attempted to ensure, at a minimum, the registered agents of the above corporations have been copied on this request letter to your office.

The following eight exhibits are included in this letter to assist as needed in your understanding of these matters and in support of the above stated requests.

1. Ex. A: Articles of Organization for Southern Community Services, LLC, filed your office on 29 Nov 2000.
  2. Ex. B: Southern Community Services, LLC Annual Report for the year 2003, filed with your office on what appears to be either 16 April 2003 or 18 April 2003
  3. Ex. C: Articles of Incorporation for Churchill Park, filed with your office on 31 July 2003
  4. Ex. D: Title to Real Estate filed with the Charleston County RMC on 6 Oct 2003 in Book F470, Page 324 – Transfers ownership of ten parcels from C. Richard Dobson Builders, Inc. to Churchill Park Homeowners' Association, Inc.
  5. Ex. E: Assignment of Lien and Foreclosure Rights, filed with the Charleston County ROD on 29 April 2013
  6. Ex. F: Mount Pleasant Police Report 2017-03844. Opened on 24 April 2017. Apparently closed on 8 February 2019.
  7. Ex. G: Letter to the SC Department of Consumer Affairs dated 27 April 2017
  8. Ex. H: Assignment of Foreclosure Rights, dated 14 September 2017. As of 20 December 2019, at least 823 days after it was used in a court hearing, it remains unfiled with the Charleston County ROD.
- 

I will refer to the above eight exhibits below as I attempt to assist you and Ms. Wiley in understanding this situation, where you may not already, as a good faith effort to have your office take the above requested actions starting as soon as is practical, and no later than 30 December 2019.

1. As you can ascertain based on Ex. A, Mr. Henson and Ms. Tripp were the original organizers for Southern Community Services, LLC on 29 Nov 2000. Even though Mr. Henson and Ms. Tripp's address is on the Articles of Organization, as you can see in paragraph number 2 of the Articles, the initial designated office address of SCS was 1401 Main St., Columbia, SC 29201.
2. Based on my research using publicly available information, the 1401 Main St., Columbia, SC address is linked to more than a few different companies owned and/or operated by Donald Tomlin and Patrick Tomlin.

3. Based purely on publicly available information, it appears that Southern Community Services, LLC was initially created to be the management company / agent for Park West Master Association, Inc and Park West Amenity Association, Inc. for the Park West development in Mount Pleasant, SC.
4. The Park West development in Mt. Pleasant, SC was developed by Park West Development, Inc. and / or Land Tech Charleston, LLC.
5. On 23 December 1997, by deed recorded with the Charleston County RMC in Book X2978, Page 009, Landtech Charleston, LLC transferred a 30.58 acre parcel, identified as PID 598-00-00-042, to Venture Management of South Carolina, LLC for \$466,625.00.
6. On 10 January 2000, C. Richard Dobson Builders, Inc. filed the Declaration of Protective Covenants for Churchill Park with the Charleston County ROD in Book S340, Page 595. On page first page of this document is a stamp that states to return the document to Anthony Oxley, Esq., D R Horton – Torrey, Cumming, GA. Also, on page S340, Page 598, letter "d.", it defines the name of the "Association" as:
  - d. "Association" shall mean Churchill Park Homeowner's Association, Inc., a South Carolina nonprofit mutual benefit corporation, its successors and assigns.

Additionally, on page S340, Page 633, which is the first page of the Bylaws of the corporation, Section 1, the Association name is defined as:

**Section 1. Name.** The name of the Association shall be Churchill Park Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association").

7. On 24 January 2000, Amy Bray of Hyatt Stubblefield, PC. in Atlanta, GA, filed the Articles of Incorporation for Churchill Park Homeowners' Association, Inc. with your office. She also lists herself as the sole incorporator.
8. Based on information I have been able to locate, the Anthony Oxley on the first page of the Declaration of Protective Covenants for Churchill Park filed with the Charleston County ROD two weeks before Ms. Bray filed the Articles of Incorporation Churchill Park Homeowners Association, Inc. with your office, was a partner at Hyatt & Stubblefield PC in Atlanta less at least up until the end of 1998, less than 14 months prior to the two transactions related to Churchill Park Homeowners Association, Inc. in January 2000.
9. Additionally, Ms. Bray has confirmed to me that D R Horton was her / Hyatt & Stubblefield's client at the time she filed the Articles of Incorporation for Churchill Park Homeowners Association, Inc. with your office in January 2000.
10. If you look at page 34 of the Declaration of Protective Covenants for Churchill Park, S340, Page 628, you will find language that ties the properties in the Covenants to the deed transfer from Landtech of Charleston, LLC to Venture Management of South Carolina, LLC from 23 December 1997. Specifically:

LOTS 87, 88, 89, 90, 91, 92, 93, 94, & 95, CHURCHILL PLAT, PHASE I on plat entitled "A Conditional Subdivision Plat of Churchill Park, Phase I, Formerly Known as Portion Parcel 10, Parkwest, Owned by Venture Management of South Carolina, LLC", prepared by Southeastern Surveying, Inc. dated August 28, 1998, revised September 15, 1998, October 6, 1998,

11. Taxes on the ten common pieces of property eventually to be transferred to the homeowners association in late 2003, began to be paid to the Charleston County Treasurer in 2001.
12. As documented in Ex. C., Churchill Park 2003 was incorporated with your office on 31 July 2003. The sole incorporator is listed as Jennifer Williamson whose address is listed as 1232 Knightbridge Ln, Mount Pleasant, SC. That address is one of the Lot numbers listed on page S340, Page 628 in the Declaration of Protective Covenants for Churchill Park. Likewise, Ms. Williamson's deed cites reference to the Declaration of Protective Covenants for Churchill Park, S340, Page 595.
13. As specified in sections 2 and 5 of the articles of incorporation for Churchill Park 2003, the initial registered office is listed as SCS, 1100 Park West Blvd., Mt. Pleasant, SC and the initial principal office of the non profit is listed as the same address. At the time Churchill Park 2003 was incorporated by Ms. Williamson, the address listed for Churchill Park 2003 is the identical address as was listed for Park West Master Association, Inc and Park West Amenity Association, Inc.
14. Based on my interpretation of the documents filed with your office for Churchill Park 2003, it appears the principal office address of Churchill Park 2003 remains listed as 1100 Park West Blvd., Mount Pleasant, SC 29466, despite that property being sold at least three times since 2008.
15. Ex. D is a deed recorded by Dodd Hennessey on 5 Oct 2003 with the Charleston County RMC in Book F470, Page 324. The deed purports to transfer the ten pieces of common property in the Churchill Park Subdivision of the Park West development in Mt. Pleasant, SC from C. Richard Dobson Builders, Inc. to Churchill Park Homeowners' Association, Inc. The ten pieces of common property identified by the TMS No. on F470, Page 326 fall within the same TMS number range as the Lot numbers found on page S340, Page 628 of the Declaration of Protective Covenants for Churchill Park.
16. The one very interesting aspect of the deed represented by Ex. D is the Grantee's address which is handwritten at the bottom of page F470, Page 326 and looks like this:

Grantee's Address: Churchill Park  
ParkWest Master Association  
1100 ParkWest Blvd.  
mt. Pleasant, SC 29466

You will note that this name and address match the name and address of Churchill Park 2003 which was incorporated less than two weeks before Mr. Brian Gardner signs the deed as Division President of C. Richard Dobson Builders, Inc. At the time this deed was executed, the principal office address of Churchill Park Homeowners'

Association Inc. was listed at it's initial principal office address in Bluffton, SC when Ms. Bray incorporated the company in January 2000. To wit: 9 Lake Linden Drive, Bluffton, SC 29910.

17. D R Horton, Inc. purchased C. Richard Dobson Builders, Inc. in approximately February 1998.
18. Ex. E. is the Assignment of Lien and Foreclosure Rights purporting to transfer the rights of lien and foreclosure from twelve corporations to Park West Master Association, Inc. it was filed by McCabe Trotter & Beverly with the Charleston County ROD on 29 April 2013 in book 0326, page 993. I have only included pages 1 – 5 and 15 – 17 plus the filing page with the Charleston County ROD with this letter.
  - a. You will note on the first page, the last "Assignor" in the list is Churchill Park Homeowners' Association, Inc."
  - b. You will note on the fourth page it references the DECLARATION OF PROTECTIVE COVENANTS FOR CHURCHILL PARK dated January 5, 200 and recorded January 10, 200 in the Charleston County RMC Office in Book S340, Page 595. Further down, you will note that .... And established the Churchill Park Homeowners' Association, Inc.... to manage the maintenance and operation of the Churchill Park Property"..
  - c. On page 16 you will note that Larry Ridlehoover signs as the Agent for Churchill Park Homeowners' Association, Inc. and Stephanie Trotter notarizes Larry Ridlehoover's signature. It appears Ms. Trotter also witnesses his signature at least once on this page.
  - d. On page 17, you will note that Larry Ridlehoover signs as the Agent for Park West Master Association, Inc., and once again, Ms. Trotter notarizes and witnesses his signature at least once on this page.
19. Ex. F. is a police report that was started on 24 April 2017 and apparently closed on 8 February 2019. The key issue raised in this report is whether or not Ms. Trotter improperly notarized Larry Ridlehoover's signature when she dated her notarization on 24 April 2013, but Mr. Ridlehoover dates his signature as 16 April 2016. Based on your own office's assistance to Cpt. Arnold of the Mt. Pleasant Police Dept., who also lives in my Subdivision, Churchill Park, it appears Ms. Trotter's notarization is legal. Furthermore, based on various portions of the information Cpt Arnold puts in his report on page five and six, it appears that Ms. Trotter confirms that Larry Ridlehoover confirmed to her that he was the Agent for Churchill Park Homeowners' Association, Inc as of 16 April 2013 and that he was authorized to enter into this transaction on behalf of Churchill Park Homeowners' Association, Inc. on that date.
  - a. The one portion of the police report that leaves an obvious open question is why did Ms. Trotter and Mr. Ridlehoover meet on 16 April 2013 so she could witness him signing the document and then have to come back eight days later for him to confirm to her that he did sign the document on 16 April 2013 and that he had the authorization of Churchill Park Homeowners' Association, Inc. to do so.
20. Ex. G is a letter purportedly wrote to the SC Department of Consumer Affairs on 27 April 2017 by Todd Musheff, an employee of McCabe, Trotter & Beverly. Mr. Musheff later, on 25 September 2017 specifically, stated in the Charleston County Master in Equity Court that he also represented Southern Community Services, LLC. With that as some background, please look at the first full sentence on the second

page of the letter, which reads in part "...against his Association, former Board Members individually, against his neighbor and against another Churchill Park entity that is located up in Greenville".

- a. With a fairly high confidence level at this point, I am pretty sure Todd Todd is referring to the portion of Ms. Bray's Articles of Incorporation of Churchill Park Homeowners' Association, Inc. which states in part in paragraph 4 "...the Declaration of Protective Covenants for Churchill Park ("Declaration"), recorded or to be recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina..."
4. This corporation will have members without certificates of or shares of stock. Each Person who is the Owner of a Lot (as such capitalized terms are defined in the Declaration of Protective Covenants for Churchill Park ("Declaration"), recorded or to be recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina subject to the Declaration shall be a member and shall be entitled to vote as provided and in the Declaration and By-Laws.
21. There is not Subdivision which I can find in Greenville County, South Carolina called Churchill Park.
22. D R Horton was building subdivisions in Greenville County at the time Ms. Bray recorded the articles of incorporation for Churchill Park Homeowners' Association, Inc.
23. In a ruling by Federal Judge Gergel in October 2018, he stated as a clarification of Magistrate Marchant's use of "Churchill Park" as *"Plaintiff also makes extensive objections to abbreviations and other uncontroverted statements in the R&R. The Magistrate used the phrase "Churchill Park" as an abbreviation for the HOA, the Churchill Park Homeowners' Association, Inc."*
  - a. Judge Gergel made this clarification because he thought I was confused about the difference between the name of my Subdivision vice the name of my HOA. To that end, Judge Gergel added that I, the Plaintiff, *"seems to ignore the distinction between the HOA, which pursed the foreclosure action, and the name of the neighborhood the development in which he lives."*
  - b. In this instance, it appears that Judge Gergel was even a bit confused about the situation since he apparently thought my HOA, which he clarified was Churchill Park Homeowners' Association, Inc, which he thought had pursed the foreclosure action, was actually Churchill Park 2003, which he defined as the name of the neighborhood the development in which he (I) lives.
  - c. I include this information for two purposes:
    - i. Even with a limited amount of information, Judge Gergel determined correctly that the name of the HOA for the Churchill Park Subdivision in the development known as Park West in Mt. Pleasant, SC was Churchill Park Homeowners' Association, Inc., the same corporation which Ms. Bray incorporated with your office on 24 January 2000.
    - ii. Even a highly respected and educated Federal judge struggled a bit with the Churchill Park name as to it being a neighborhood or a corporation or even something else perhaps.

24. Ex. H is the Assignment of Foreclosure Rights dated 14 Sept 2017, which is 823 days ago, which was apparently executed with the intent to, at the very last minute, attempt to make Churchill Park 2003 the real party in interest to pursue a foreclosure against my family's home located in the Churchill Park Subdivision of the development known as Park West in Mt. Pleasant, SC.

- a. First, since Judge Scarborough had already filed a fraudulent order on 23 March 2016 dismissing case 2014-CP-10-05407 for an alleged 40(j) agreement, and then attempted to foreclose on my family's home by running the restored case under the previously dismissed case number, by filing an order on 9 May 2017 stating that he had approved the motions to restore the case to the "Active" docket, the real party in interest on 14 Sept 2017 was Park West Master Association, Inc., assuming of course there is proof that Larry Ridlehoover was the Agent for, and had permission from Churchill Park Homeowners' Association, Inc. on 16 April 2013 when he signed as the Agent for Churchill Park Homeowners' Association, Inc. to assign the rights of lien and foreclosure to Park West Master Association, Inc.
- b. Second, since I eventually paid the \$150 on 8 Aug 2017 to properly restore the case, and making the same assumptions about Larry Ridlehoover and the Assignment of Lien and Foreclosure Right" filed with the Charleston County RMC on 29 April 2013 by McCabe Trotter as is stated in "a" above, Park West Master Association, Inc. was the real party in interest in case 2017-CP-10-04031 on 8 August 2017.
- c. Third, as a general rule, the real party in interest in the only entity that can file a lawsuit purporting to sue under their rights. Normally, without consent of both / all parties to change the Plaintiff after a suit is brought, typically the case must be dismissed and refiled in the real party in interest's name.
- d. Fourth, the Assignment of Foreclosure Rights document dated 14 Sept 2017, purports to assign the rights of foreclosure rights to the "...homeowners association currently known as Churchill Park" See the middle of paragraph three.
- e. Fifth, the dissolution of Churchill Park Homeowners' Association, Inc. by your office at the end of July 2017 opened the path for this type of argument / conduct. Eg. "...homeowners association currently known as Churchill Park"
- f. Sixth, as late as June 2016, LPPM, Inc. filed an annual report with the SC Department of Revenue in the name of Churchill Park Homeowners Assoc, Inc. and listed the incorporation date of 24 January 2000, the same date as the corporation that Ms. Bray incorporated with your office as Churchill Park Homeowners' Association, Inc.
- g. Seventh, Mr. Barr filed two liens in the name off Churchill Park Homeowners' Association, Inc. in June 2016 at the direction of Mr. Riccoboni of LPPM, Inc.
- h. At the time Mr. Riccoboni directed Mr. Barr to file these two liens, LPPM, Inc. was listed as the registered agent for Churchill Park 2003, but not listed as the registered agent for Churchill Park Homeowners' Association, Inc.
- i. Without this document, the Assignment of Foreclosure Rights, dated 14 Sep 2017, being filed with the Charleston County ROD, Churchill Park 2003 is not the real party in interest to the common property or rights under the Declaration of Protective Covenants of Churchill Park, just like it isn't the "...homeowners association currently known as Churchill Park".
- j. Given Mr. Steelman's, Park West Master Association, Inc.'s, Southern Community Services, LLC, now known as Chucklehoover, LLC, Churchill Park 2003, Gold Crown Management, Cedar Management, McCabe Trotter &

Beverly's, etc. obvious unwillingness to file this document to make it legally enforceable for at least 823 days, one can only conclude that the parties know, and have known since at least 16 April 2013, that Churchill Park 2003 was incorporated for improper purposes, has been used for improper purposes, and was intentionally named in a manner to make it easily confused by most people and Persons with the name of the Subdivision and / or Churchill Park Homeowner's Association, Inc.

- k. Since July 2014, Southern Community Services, LLC, Gold Crown Management, Inc., LPPM, Inc. and Cedar Management, Inc. have all sent letters in the USPS mail purporting to represent Churchill Park Homeowners' Association, Inc., while at the same time listing themselves as the registered agent for Churchill Park 2003 with your office.

l.

- 25. With that being clarified, consider that information when you read Todd Musheff's explanation of this apparent situation in the second paragraph of page 2 in Exhibit G. To wit:

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

I am in the process of recommending this paragraph be inserted under the definition of the word obfuscation in the dictionary.

Additionally, McCabe, Trotter & Beverly has represented Park West Master Association, Inc., Southern Community Services, LLC, Gold Crown Management, Inc., LPPM, Inc. and Cedar Management, Inc at the times they sent letters purporting to work for Churchill Park Homeowners' Association, Inc.

Finally, at a hearing this past Tuesday, 17 Dec 2019, at the Charleston County Magistrate's court in Mount Pleasant, SC. Ms. Williamson, the sole incorporator of Churchill Park 2003 back on 31 July 2003, stated that she signed the Articles of Incorporation for Churchill Park 2003 because the property manager told her to do so. That is not an exact quote but an accurate representation of what Ms. Williamson stated in court three days ago. In this case, the property manager Ms. Williamson must be referring to is SCS (eg. Southern Community Services, LLC, now known as Chucklehoover, LLC and /or their long time employee Kim Atkeson, which her married name is Kim Hurd, and who was the General Manager for Park West Master Association, Inc. as an employee of Southern Community Services, LLC less than two years ago.

Consequently, and in conclusion, despite various untrue assertions, mostly by attorneys with conflicts of interest in these matters, that Churchill Park Homeowners' Association, Inc. is "in the Upstate somewhere" or "located up in Greenville", Churchill Park Homeowners' Association, Inc. is, and has been since January 2000, the homeowners' association corporation for the Churchill Park Subdivision in the development known as Park West in Mt. Pleasant, SC.

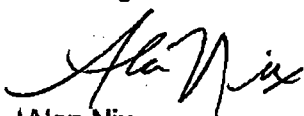
The ten common properties that were deeded to Churchill Park Homeowners' Association by the deed included as Exhibit D remain being owned by Churchill Park Homeowners' Association, Inc. as of the date of this letter. With that being said, Southern Community Services, LLC, Gold Crown Management, Inc., LPPM, Inc. and Cedar Management, Inc have each listed themselves as the owner of these properties with the Charleston County Auditor, they have each received tax bills with the name Churchill Park Homeowners' Association, Inc. on the tax bills, they have each paid taxes to the Charleston County Treasurer for these properties... and there is not indication that any of them have ever attempted to have the deed corrected to say Churchill Park 2003.

Likewise, there appears now, in the wake of Ms. Williamson's statements this past Tuesday morning, a very strong likelihood that she was knowingly and willfully duped into incorporating Churchill Park 2003 by Southern Community Services, LLC, now known as Chucklehoover, LLC, to be used for, and which has been used for, and which continues to be used for improper purposes.

Given this information and included exhibits, I strongly request that your office take the actions requested at the top of this letter no later than 30 December 2019. Obviously there is a better than average chance that some of this conduct described, as well as other related conduct, could be construed to be criminal in nature. Allowing Churchill Park 2003 to continue to legally do business in South Carolina given these circumstances is tantamount to the State of South Carolina's tacit approval of such ongoing corporate misconduct. I trust, given the overall circumstances of this situation, the State of South Carolina will choose to take a much more conservative approach to Churchill Park 2003 until such time as these ongoing issues can properly be investigated and resolved.

Have a nice Christmas with your families and I trust the appropriate actions will be taken before 2020 starts.

Best regards,



Alan Nix

PS. C T Corporation System. As it relates to your file number for entity 9400569965 (Churchill Park Homeowners' Association, Inc), please ensure you maintain the file in its entirety as evidence in these matters. You have used subterfuge to avoid one subpoena and stated previously that since my name was not listed on the account you could not assist. I'm guessing one of the names copied below is on that account, or if not, one of their associates' names is on that account. This matter is now much more serious than it was in August 2017. Please take the appropriate measure given this notice to C T Corporation System.

cc.

Pat Tomlin  
Landtech  
522 Lady St.  
Columbia, SC 29201

Churchill Park  
c/o Reg Agent Cedar Management  
1320 Main St., Ste. 300  
Columbia, SC 29201

Larry Ridlehoover  
Chucklehoover, LLC  
19 Summitt Place  
Columbia, SC

C T Corporation System  
2 Office Park Court, Ste. 103  
Columbia, SC 29223

Capers Barr IV  
Barr, Unger & McIntosh  
PO Box 1037  
Charleston, SC 29402

Eugene Rogers  
Rogers, Townsend & Thomas  
P.O. Box 100200.  
Columbia, SC 29202

Mark Keel  
Chief, SC Law Enforcement Division  
Xx Broad River Rd.  
Columbia, SC xxx

Sherri Lydon  
U.S. Attorney  
1441 Main St.  
Columbia, SC 29201

Brian Lamkin  
Office of the Inspector General  
111 Executive Center Dr., Ste. 204  
Columbia, SC 29210

Jennifer Williamson  
1232 Knightbridge Ln.  
Mt. Pleasant, SC 29466

Sarah Schreiber  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

Patrick Wooten  
Nelson Mullins, Riley & Scarborough  
151 Meeting St., 6<sup>th</sup> Floor  
Charleston, SC 29401

Thomas Henson  
1276 Assembly St.  
Columbia, SC 29201

Kevin Steelman  
Landtech  
522 Lady St.  
Columbia, SC 29202

Thomas Henson  
2131 Aysley Town Blvd., Ste. 300  
Charlotte, NC 28273

Joseph Cranney  
Propublica / Post and Courier  
xxxx Main St.  
Columbia, SC 29201

S&S Services Group, LLC  
DbA CAMS  
c/o Charles B Jordan Jr

Larry Dodds,  
Dodd, Hennessey & Stith  
973 Houston Northcutt Blvd., Ste. 101

1314 Professional Drive  
Myrtle Beach, South Carolina 29577

Mt. Pleasant, SC 29464

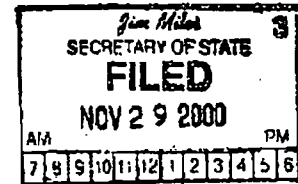
Dec 31 2015

REFERENCE ID: 1512310946396

*Mark Henson*  
Secretary of State

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY



**TYPE OR PRINT CLEARLY IN BLACK INK**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is Southern Community Services, LLC

2. The address of the initial designated office of the Limited Liability Company in South Carolina is  
1401 Main Street, Suite 825

Columbia, South Carolina  
City

29201  
Zip Code

3. The initial agent for service of process of the Limited Liability Company is

Thomas B. Henson  
Name

*Thomas B. Henson*  
Signature

and the street address in South Carolina for this initial agent for service of process is

1401 Main Street, Suite 825

Columbia, SC  
City

29201  
Zip Code

4. The name and address of each organizer is

(a) Thomas B. Henson  
Name

6100 Fairview Road, Suite 650 Charlotte

Street Address

City

North Carolina

State

29210

Zip Code

(b) Bernadine B. Tripp

Name

6100 Fairview Road, Suite 650 Charlotte

Street Address

City

North Carolina

State

29210

Zip Code

(Add additional lines if necessary)

5. ☐ Check this box only if the company is to be a term company. If so, provide the term specified:

00-046526CC

Dec 31 2015

REFERENCE ID: 1512310546396

*Mark Henson*  
Mark Henson

**Southern Community Services, LLC**

Name of Limited Liability Company

6. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a) **Thomas B. Henson**

Name

**6100 Fairview Road, Suite 650**

Street Address

**Charlotte**

City

**North Carolina**

State

**28210**

Zip Code

(b)

Name

Street Address

City

State

Zip Code

(c)

Name

Street Address

City

State

Zip Code

(d)

Name

Street Address

City

State

Zip Code

(Add additional lines if necessary)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 83-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

Dec 31 2015

REFERENCE ID: 1512310946396

*Mark Howard*  
Secretary of State

Southern Community Services, LLC  
Name of Limited Liability Company

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10. Signature of each organizer

(Add Additional lines if necessary)

Date: 11-23-15

#### FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.  
  
Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211
4. The first annual report for a Limited Liability Company must be delivered to the Secretary of State between January first and April first of the calendar year after which the Limited Liability Company was organized or the foreign company was first authorized to transact business in South Carolina. Subsequent annual reports must be delivered to the Secretary of State between January first and April first of the ensuing calendar years.

#### NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1725

Dec 31 2015

REFERENCE ID: 1512310946396

*Mark Hammond*  
SECRETARY OF STATE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

LIMITED LIABILITY COMPANY  
ANNUAL REPORT  
FOR THE YEAR OF 2003

**FILED**

APR 18 2005

*Mark Hammond*  
SECRETARY OF STATE

TYPE OR PRINT CLEARLY IN BLACK INK

The South Carolina Limited Liability Company or Foreign Limited Liability Company hereby delivers to the Secretary of State its annual report which information is current as of the date of this report. This annual report is being filed in conformity with Section 33-44-211 of the 1976 South Carolina Code of Laws, as amended.

1 Name of the limited liability company:

Southern Community Services, LLC

☒ Check this box if no information has changed since the filing of the original articles of organization or the most recently filed annual report.

2 The company's taxable year end: 31-Dec (see #3 under filing instructions)  
(This must be completed)

3 Check the appropriate box. The applicant is:

a. ☒ A limited liability company organized under the laws of South Carolina, (a domestic limited liability company).

b. ☐ A foreign limited liability company organized in another state or jurisdiction qualified to transact business in South Carolina. This foreign limited liability company is organized under the laws of \_\_\_\_\_

4 (a) The street address of the current designated office in South Carolina is:

Street Address

City

County

Zip Code

(b) The name of the company's current agent for service of process is:

Name

I hereby consent to the appointment as registered agent

Signature of Registered Agent

(c) The street address of the current agent for service of process in South Carolina is:

Street Address

City

County

Zip Code

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

Dec 31 2015

REFERENCE ID: 1512310946396

*Mark Hammond*  
Notary Public for the State of North Carolina

Southern Community Services, LLC

Name of Limited Liability Company

- 5 The address of the limited liability company's principal office is:

Street Address

City

County

Zip Code

- 6 ☐ Check this box only if the company has managers. If the company has managers, list the names and business addresses of the managers.

a.

Name

Business Address

City

State

Zip Code

b.

Name

Business Address

City

State

Zip Code

c.

Name

Business Address

City

State

Zip Code

d.

Name

Business Address

City

State

Zip Code

Date 4/15/2003

*Kevin Steelman*  
Signature

Name

*Kevin Steelman*

Capacity

*V.P.*

Dec 31 2015

REFERENCE ID: 1512310930061

Ex. C

Doc 4

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION

ONE COPY  
FILED

JUL 31 2003

Mark Hammond  
SECRETARY OF STATE

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is Churchill Park
2. The initial registered office of the nonprofit corporation is 1100 SCS 1100 Park West Blvd  
Mt. Pleasant Chas SC 29466  
City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is

SCS Kim Atkeson Property Manager  
Print Name

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

Kim Atkeson  
Agent's Signature

3. Check "a", "b", or "c" whichever is applicable. Check only one box:

- a. ☐ The nonprofit corporation is a public benefit corporation.
- b. ☐ The nonprofit corporation is a religious corporation.
- c. ☒ The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable:

- a. ☒ This corporation will have members.
- b. ☐ This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 1100 SCS 1100 Park West Blvd; Mt. Pleasant, Chas. SC 29466  
Street Address City County State Zip Code

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

- a. ☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated

031123031123-0245



Dec 31 2015

REFERENCE ID: 1512310930081

*[Signature]*  
Notary Public

Churchill Park

Name of Corporation

exclusively for such purposes.

- b. ☐ Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

- a. ☒ Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.
- b. ☐ Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

N/A

9. The name and address of each incorporator is as follows (only one is required)

Jennifer Williamson 1232 Knightsbridge Ln Mt. Pleasant 29466  
Name Address Zip Code

Name Address Zip Code

Name Address Zip Code

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

Jennifer Williamson

Name (Only if named in articles)

*[Signature]*  
Signature of director

Name (Only if named in articles)

Signature of director

Name (Only if named in articles)

Signature of director

11. Each incorporator must sign the articles.

*[Signature]*

Signature of incorporator

Signature of incorporator

Signature of incorporator

STATE OF SOUTH CAROLINA        )  
                                      )       TITLE TO REAL ESTATE  
COUNTY OF CHARLESTON         )

KNOW ALL MEN BY THESE PRESENTS, THAT C. RICHARD DOBSON BUILDERS INC. (hereinafter referred to as "Grantor"), in the State aforesaid for and in consideration of the sum of FIVE AND NO/100 (\$5.00) Dollars, to it in hand paid at and before the sealing of these presents by CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC., the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Grantee"), its successors and assigns forever, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its successors and assigns forever.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, its successors and assigns, against Grantor and Grantor's successors and assigns, and all persons whosoever lawfully claiming or to claim the same, or any part thereof.

WITNESS Grantor's hand and seal this 13<sup>th</sup> day of August, 2003.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF:

*Camille T. [Signature]*  
Camille T. [Signature]

C. RICHARD DOBSON BUILDERS, INC.

BY: *[Signature]*  
Its: DIVISION PRESIDENT

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2003, by the Grantor who, executed the within written deed and is a person known to me.

*[Signature]*  
Notary Public for SC  
My Comm. Expires: 10/14/05

## EXHIBIT "A"

ALL those certain pieces, parcels or lots of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as "BUFFER HOA 5,365. SF 0.123 AC, 20' BUFFER YARD (H.O.A.) 0.051 AC 2,236. SF, 20' BUFFER YARD (H.O.A.) 0.261 AC 11,387. SF, H.O.A. POND 1.962 AC, AND EXISTING 55' BUFFER H.O.A. 37,400. SF 0.859 AC", on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE I, PARKWEST OWNED BY VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated July 16, 1999, and recorded in Plat Book ED at Page 411, in the RMC Office for Charleston County, South Carolina.

Said lots having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS NO: 598-03-00-001  
TMS NO: 598-03-00-008  
TMS NO: 598-03-00-009  
TMS NO: 598-03-00-031  
TMS NO: 598-03-00-032

ALSO:

ALL those certain pieces, parcels or lots of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as "PARK 18,139 SQ.FT. 0.416 ACRES, POND H.O.A. 38,669 SQ.FT. 0.888 ACRES, HOA 8,190 SQ.FT. 0.188 ACRES, AND BUFFER H.O.A. 5,366 SQ.FT. 0.123 ACRES, EXISTING 55' BUFFER H.O.A. 1,036 ACRES, AND H.O.A. WETLAND/BUFFER 1.417 ACRES" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE II, PARCEL 10 PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 27, 1999, and recorded in Plat Book ED at Page 903, in the RMC Office for Charleston County, South Carolina.

SAID lots having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS NO: 598-03-00-033  
TMS NO: 598-03-00-059  
TMS NO: 598-03-00-062  
TMS NO: 598-03-00-074

ALSO:

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as "WETLAND AND WETLAND BUFFER 1.671 AC WETLAND BUFFER H.O.A." on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10, PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 31, 1999, and recorded in Plat Book ED at Page 904, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS NO: 598-03-00-105

ALL SUBJECT to any and all easements, restrictions and rights of ways of public record and as shown or noted on the above referenced plats.

ALL BEING portions of the property conveyed to the Grantor herein by deed of Venture Management of South Carolina, LLC dated August 12, 1999 and recorded September 9, 1999 in the RMC Office for Charleston County in Book C334 at Page 486.

Grantee's Address: Churchill Park  
ParkWest Master Association  
1100 ParkWest Blvd.  
Mt. Pleasant, SC 29466

STATE OF SOUTH CAROLINA ]  
COUNTY OF CHARLESTON ]

## AFFIDAVIT

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 being transferred BY C. RICHARD DOBSON BUILDERS, INC. TO CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC. ON AUGUST 13, 2003.
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 a distribution to a trust beneficiary.
  - (c) XX EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip item 4-7, and go to item 8 of this affidavit.) CONVEYANCE OF COMMON AREAS FROM DEVELOPER TO HOA
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (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) \$ _____       | the amount listed in item 4 above. |
| LESS (b) \$ _____  | the amount listed in item 5 above  |
|                    | (no amount place zero).            |
| TOTAL (c) \$ _____ | Subtract Line 6(b) from Line 6(a)  |
|                    | and place the result.              |
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: \_\_\_\_\_
8. 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.

Burt D. [Signature]  
Grantor, Grantee, or Legal  
Representative connected with this  
transaction)

Sworn to before me this 12<sup>th</sup>  
day of AUGUST, 2003.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 10/14/04

BKF 470PG328

**RECORDER'S PAGE**

This page Must remain with  
the original document.



DODDS & HENNESSY, L.L.P.  
ATTORNEYS AT LAW

*Gr, #*  
*add*

**Recording**

Fee 10.00

State

Fee

County

Fee

Postage

TOTAL 10.00

A

FILED

F470-324

2003 OCT -6 PM 1:33

CHARLIE LYERLAND  
REGISTER  
CHARLESTON COUNTY SC

**PID VERIFIED  
BY ASSESSOR**

REP LMG

DATE 10/27/03

RECEIVED FROM RMC

OCT 28 2003

PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR

Ex. E



BP0326993

1

RMC BK 0326 Pg 993 : pg 1 \*

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF CHARLESTON )

**ASSIGNMENT OF LIEN  
AND FORECLOSURE RIGHTS**

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

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

and

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

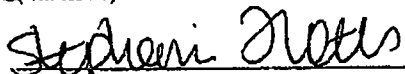
Any capitalized terms used, but not defined, herein shall have the meaning set forth in the Master Declaration or the applicable Subordinate Declaration.

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

## WITNESSES:



(witness #1)



(witness #2)

## ASSIGNOR:

Arlington at Park West Association, Inc.

By: Print Name: LARRY RIDDLEIts: AGENTDate: 4/16/2013

STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

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

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

Witness my hand and seal this 16 day of April, 2013



Notary Public for South Carolina

My Commission Expires: 5-30-17

WITNESSES:

(witness #1)

(witness #2)

ASSIGNOR:

Wellesley Place Homeowner's Association, Inc.

By:

Print Name: LARRY RIDLEHOVER

Its:

Date: 4/16/2013

STATE OF SOUTH CAROLINA )

COUNTY OF )

Richland

ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

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

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

Notary Public for South Carolina

My Commission Expires:

5-30-17

WITNESSES:

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

ASSIGNOR:

Churchill Park Homeowners Association, Inc.

By: [Signature]  
 Print Name: LARRY RIDLEHOOVER  
 Its: AGENT  
 Date: 4/16/2013

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF Richland )

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

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

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

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

WITNESSES:

(witness #1)

S. Trotter

(witness #2)

ASSIGNEE:

Park West Master Association, Inc.

By: [Signature]Print Name: HARRY RIDLEHOOVERIts: AGENTDate: 4/16/2013

STATE OF SOUTH CAROLINA )

COUNTY OF Richland )

ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

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

Witness my hand and seal this

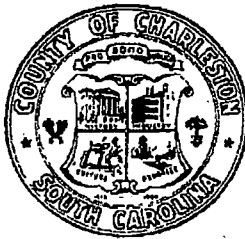
24 day of April, 2013S. Trotter

Notary Public for South Carolina

My Commission Expires: 5-30-17

*Index & Trace refs. per Tia*  
**RECORDER'S PAGE**

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



**Filed By:**

MCCABE TROTTER & BEVERLY  
 PO BOX 212069

COLUMBIA, SC 29210

**RECORDED**

Date: April 29, 2013

Time: 2:49:23 PM

| Book | Page | DocType |
|------|------|---------|
| 0326 | 993  | Misc    |

Charlie Lybrand, Register  
 Charleston County, SC

**Maker:**

ARLINGTON @ PK WEST ETAL

# of Sats:

# of Pages: 18

# of Refs:

**Recipient:**

PARK WEST MASTER ASSN

Note:

Recording Fee: \$ 10.00

Extra Reference Cost: \$ -

Extra Pages: \$ 13.00

Postage: \$ -

Chattel: \$ -

**TOTAL** \$ 23.00

**Original Book:**

P294

**Original Page:**

275

Drawer: Drawer 3

Clerk: ECP



0326

Book



993

Page



04/29/2013

Recorded Date



18

# Pgs



P294

Original Book



275

Original Page



D

Doc Type



14:49:23

Recorded Time

# INCIDENT REPORT

INFORMATION ONLY  
7-2-2017

CASE NUMBER  
2017-0003844

Ex. F

NCIC  
INQ. No ENT. No

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------|--|------|---------------------------------------------------------------------------------------------------|-------------------------|--|------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------------------|-----|----------------------------|--------------------------------------------------------------------------------------------|---------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------|--|--|--|--|
| INCIDENT TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | COMPLETED                                                                                                                    |      | FORCED ENTRY                                                        |     | PREMISE TYPE               |                                                                                            | UNITS ENTERED |     | TYPE VICTIM                                                                                                                                                                                                                                                                                                                                               |               |                                                                                             |  |  |  |  |
| INFORMATION REPORT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                          |      | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |     | COMMERCIAL/OFFICE BUILDING |                                                                                            |               |     | <input type="checkbox"/> Individual<br><input type="checkbox"/> Business<br><input type="checkbox"/> Financial Inst<br><input type="checkbox"/> Government<br><input type="checkbox"/> Relig. Orgn.<br><input type="checkbox"/> Soc./Public<br><input type="checkbox"/> Other<br><input type="checkbox"/> Unknown<br><input type="checkbox"/> Police Off. |               |                                                                                             |  |  |  |  |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                     |      | <input type="checkbox"/> YES <input type="checkbox"/> NO            |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                     |      | <input type="checkbox"/> YES <input type="checkbox"/> NO            |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)<br>UNKNOWN, SC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      | ZIP CODE                                                            |     | WEAPON TYPE                |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| INCIDENT DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 24 HR. CLOCK |  | TO   |                                                                                                   | DATE                    |  | 24 HR. CLOCK                                                                 |          | DISP. DATE                                                                                                                   |      | DISP. TIME                                                          |     | TIME ARRIVED               |                                                                                            | DEPART. TIME  |     | LOCATION NO.                                                                                                                                                                                                                                                                                                                                              |               |                                                                                             |  |  |  |  |
| 04/16/2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | 00:01        |  |      |                                                                                                   | 04/24/2013              |  | 23:59                                                                        |          | 04/25/2017                                                                                                                   |      | 17:50                                                               |     | 17:50                      |                                                                                            | 17:50         |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)<br>NIX, ALAN, GREGORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |              |  |      |                                                                                                   | RELATIONSHIP TO SUBJECT |  |                                                                              | RESIDENT |                                                                                                                              | RACE |                                                                     | SEX |                            | AGE                                                                                        |               | ETH |                                                                                                                                                                                                                                                                                                                                                           | DAYTIME PHONE |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   | #1 #2 #3                |  |                                                                              | J        |                                                                                                                              | W    |                                                                     | M   |                            | 50 /                                                                                       |               | N   |                                                                                                                                                                                                                                                                                                                                                           | 843-729-2400  |                                                                                             |  |  |  |  |
| ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |              |  |      |                                                                                                   | 1401 DENSMORE CIRCLE    |  |                                                                              |          |                                                                                                                              |      | CITY                                                                |     | MOUNT PLEASANT             |                                                                                            | STATE         |     | SC                                                                                                                                                                                                                                                                                                                                                        |               | ZIP CODE                                                                                    |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               | 29466                                                                                       |  |  |  |  |
| VICTIM'S NAME (LAST, FIRST, MIDDLE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |              |  |      |                                                                                                   | RELATIONSHIP TO SUBJECT |  |                                                                              | RESIDENT |                                                                                                                              | RACE |                                                                     | SEX |                            | AGE                                                                                        |               | ETH |                                                                                                                                                                                                                                                                                                                                                           | DAYTIME PHONE |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   | #1 #2 #3                |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| HEIGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | WEIGHT       |  | HAIR |                                                                                                   | EYES                    |  | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |              |  |      |                                                                                                   | CITY                    |  |                                                                              |          |                                                                                                                              |      | STATE                                                               |     | ZIP CODE                   |                                                                                            | LOCATION NO.  |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| VISIBLE INJURY (MCT): <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EXPLAIN-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | COMPLAINT OF ANY NON-VISIBLE INJURIES <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>      |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| VICTIM(S) USING:<br>ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK. <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK. <input type="checkbox"/> TYPE: |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| TWO MAN VEH <input type="checkbox"/> ONE MAN VEH <input type="checkbox"/> DETECTIVE PLASMT. <input type="checkbox"/> OTHER <input type="checkbox"/> ALONE <input type="checkbox"/> ASSISTED <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | *J-This Jurisdiction. S-State. O-Out of State. U-Unknown.                                                                    |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <input type="checkbox"/> SUSPECT NAME (LAST, FIRST, MIDDLE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | RACE                                                                                                                         |      | SEX                                                                 |     | AGE                        |                                                                                            | ETH.          |     | DATE OF BIRTH                                                                                                                                                                                                                                                                                                                                             |               | HEIGHT                                                                                      |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <input type="checkbox"/> RUNAWAY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <input type="checkbox"/> WANTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.                                                 |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | RELATED OFFENSE(S)                                                                                                           |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <input type="checkbox"/> WARRANT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | DAYTIME PHONE                                                                                                                |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <input type="checkbox"/> ARREST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | ADDRESS                                                                                                                      |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | CITY                                                                                                                         |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <input type="checkbox"/> JAIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | STATE                                                                                                                        |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | ZIP CODE                                                                                                                     |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <input type="checkbox"/> SUMMONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | LOCATION NO.                                                                                                                 |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| SUBJECT(S) USING ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK. <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | ARRESTED NEAR OFFENSE SCENE <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>                |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK. <input type="checkbox"/> TYPE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | DATE/TIME OF OFFENSE                                                                                                         |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | DATE/TIME OF ARREST                                                                                                          |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| TOTAL # ARRESTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| DAY OF THE WEEK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | HOW REPORTED                                                                                                                 |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| S M T W T F S UNK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | A= OFFICER DISPATCHED ON CALL D= COMPLAINT WRITTEN IN                                                                        |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | B= REPORT TAKEN BY PHONE E= OFFICER INITIATED                                                                                |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | C= COMPLAINANT WALKED IN F= OTHER                                                                                            |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | DIFF. FACTOR                                                                                                                 |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | A= RESISTANCE/HOSTILITY B= WEAPONS                                                                                           |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | C= UNFOUNDED CALLS D= MENTAL SUBJECT                                                                                         |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | E= COMPLAINANT FRE- QUENTLY INTOXICATED F= DOMESTIC                                                                          |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | N= NORMAL                                                                                                                    |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| <p>On February 20, 2017, Alan Nix requested that the Mount Pleasant Police Department complete an incident report and investigate the legitimacy of the property management group for the Home Owners Association (HOA) for the Churchill Park subdivision in Park West. Mr. Nix asserted that the property management group for the HOA was not a legitimate business and therefore had no legal right to collect HOA fees. This claim was investigated and it was determined that the property management group is a legitimate business. See Mount Pleasant Police Department case number 2017-0001661 for additional information.</p> <p>On April 24, 2017, Mr. Nix dropped off a packet containing a copy of the Assignment of Lien and Foreclosure Rights and supporting notarizations for the transfer to the Southern Community Services property management group. Mr. Nix also provided a copy of the South Carolina Secretary of State's Office Notary Public On-line Manual. Mr. Nix asserts that Stephanie Trotter violated SC code of Law</p> |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |              |  |      |                                                                                                   |                         |  |                                                                              |          | JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| TYPE (GROUP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     | TOTAL VALUE                                                                                                                                                                                                                                                                                                                                               |               |                                                                                             |  |  |  |  |
| STOLEN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| DAMAGED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| BURNED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| RECOVERED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| SEIZED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
| SUBJECT IDENTIFIED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |              |  |      | SUBJECT LOCATED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO               |                         |  |                                                                              |          | S.F. <input type="checkbox"/>                                                                                                |      |                                                                     |     |                            | <input type="checkbox"/> ACTIVE <input checked="" type="checkbox"/> ADM. CLOSED            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               | <input type="checkbox"/> ARRESTED UNDER 18 <input type="checkbox"/> EX-CLEAR UNDER 18       |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            | <input type="checkbox"/> UNFOUNDED                                                         |               |     |                                                                                                                                                                                                                                                                                                                                                           |               | <input type="checkbox"/> ARRESTED 18 AND OVER <input type="checkbox"/> EX-CLEAR 18 AND OVER |  |  |  |  |
| REASON FOR EXCEPTIONAL CLEARANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |              |  |      | 1. <input type="checkbox"/> OFFENDER DEATH 2. <input type="checkbox"/> NO PROSECUTION PROSECUTION |                         |  |                                                                              |          | 3. <input type="checkbox"/> EXTRADITION DENIED                                                                               |      |                                                                     |     |                            | 4. <input type="checkbox"/> VICTIM DECLINES COOPERATION                                    |               |     |                                                                                                                                                                                                                                                                                                                                                           |               | 5. <input type="checkbox"/> JUVENILE NO CUSTODY.                                            |  |  |  |  |
| REPORTING OFFICER(S)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |              |  |      | DATE                                                                                              |                         |  |                                                                              |          | UNIT NUMBER                                                                                                                  |      |                                                                     |     |                            | APPROVING OFFICER                                                                          |               |     |                                                                                                                                                                                                                                                                                                                                                           |               | DATE                                                                                        |  |  |  |  |
| Arnold, Joshua M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |              |  |      | 4/24/2017 3:40:00 PM                                                                              |                         |  |                                                                              |          | 9513                                                                                                                         |      |                                                                     |     |                            | Arnold, Joshua M                                                                           |               |     |                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                             |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            | FOLLOWUP INVESTIGATION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |               |     |                                                                                                                                                                                                                                                                                                                                                           |               | OFFICER Arnold, Joshua M                                                                    |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |              |  |      |                                                                                                   |                         |  |                                                                              |          |                                                                                                                              |      |                                                                     |     |                            |                                                                                            |               |     |                                                                                                                                                                                                                                                                                                                                                           |               | 9513                                                                                        |  |  |  |  |

## ADDITIONAL NARRATIVE

|                                                  |                     |                                       |                        |
|--------------------------------------------------|---------------------|---------------------------------------|------------------------|
| Agency Name:<br>Mount Pleasant Police Department | ORI #:<br>SC0100300 | Report Date/Time:<br>04/16/2013 00:01 | OCA #:<br>2017-0003844 |
|--------------------------------------------------|---------------------|---------------------------------------|------------------------|

Section 26-1-90 (C). As evidence of this alleged violation he highlighted the date that Larry Ridlehoover signed the document, April 16, 2013, and the date that Mrs. Trotter signed the document, April 24, 2013. Due to the different dates Mr. Nix believes that Mrs. Trotter was not in the physical presence of Mr. Ridlehoover when he signed the document. I will make arrangement to interview the parties involved to determine where the notarization took place and procedurally how the notarization occurred.

AGENCY : Mount Pleasant Police  
ORI # : SC0100300  
Report Date/Time : 04/18/2013 00:01  
Incident # : 2017-0003844

INCIDENT REPORT  
ADDITIONAL OTHERS

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |                   |              |                        |                    |                        |          |                                                                     |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------|------------------------------------------------------------------------------|----------------------------------|-------------------|--------------|------------------------|--------------------|------------------------|----------|---------------------------------------------------------------------|----------------------------------------------------------|
| PERSON<br>TYPE<br>OTHER                                                                                                                                                                                                                                   | NAME (LAST, FIRST, MIDDLE)<br>TROTTER, STEPHANIE, C                                                                                                                                                                       |        |      |      |                                                                              | RELATIONSHIP SUBJECT<br>#1 #2 #3 |                   |              | RESIDENT               | RACE               | SEX                    | AGE<br>1 | D.O.B.                                                              | ETH                                                      |
|                                                                                                                                                                                                                                                           | HEIGHT                                                                                                                                                                                                                    | WEIGHT | HAIR | EYES | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. |                                  |                   |              |                        | RELATED OFFENSE(S) |                        |          |                                                                     |                                                          |
|                                                                                                                                                                                                                                                           | ADDRESS<br>*****                                                                                                                                                                                                          |        |      |      | CITY<br>*****                                                                | STATE<br>*****                   | ZIP CODE<br>***** | LOCATION NO. | DAYTIME PHONE<br>***** |                    | EVENING PHONE<br>***** |          | <input checked="" type="checkbox"/> H<br><input type="checkbox"/> B | <input type="checkbox"/> H<br><input type="checkbox"/> B |
|                                                                                                                                                                                                                                                           | VIS/ENLURY <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EXPLAIN- COMPLAINT OF ANY NON-VIS/ENLURIES <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> |        |      |      |                                                                              |                                  |                   |              |                        |                    |                        |          |                                                                     |                                                          |
| USING: ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> TYPE: |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |                   |              |                        |                    |                        |          |                                                                     |                                                          |

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                                     |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------|------------------------------------------------------------------------------|----------------------------------|----------|--------------|------------------------|--------------------|------------------------|----------|---------------------------------------------------------------------|----------------------------------------------------------|
| PERSON<br>TYPE<br>OTHER                                                                                                                                                                                                                                   | NAME (LAST, FIRST, MIDDLE)<br>RIDLEHOOVER, LARRY                                                                                                                                                                          |        |      |      |                                                                              | RELATIONSHIP SUBJECT<br>#1 #2 #3 |          |              | RESIDENT               | RACE               | SEX                    | AGE<br>1 | D.O.B.                                                              | ETH                                                      |
|                                                                                                                                                                                                                                                           | HEIGHT                                                                                                                                                                                                                    | WEIGHT | HAIR | EYES | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. |                                  |          |              |                        | RELATED OFFENSE(S) |                        |          |                                                                     |                                                          |
|                                                                                                                                                                                                                                                           | ADDRESS                                                                                                                                                                                                                   |        |      |      | CITY                                                                         | STATE<br>SC                      | ZIP CODE | LOCATION NO. | DAYTIME PHONE<br>***** |                    | EVENING PHONE<br>***** |          | <input checked="" type="checkbox"/> H<br><input type="checkbox"/> B | <input type="checkbox"/> H<br><input type="checkbox"/> B |
|                                                                                                                                                                                                                                                           | VIS/ENLURY <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EXPLAIN- COMPLAINT OF ANY NON-VIS/ENLURIES <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                                     |                                                          |
| USING: ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> TYPE: |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                                     |                                                          |

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |                   |              |                        |                    |                        |          |                                                                     |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------|------------------------------------------------------------------------------|----------------------------------|-------------------|--------------|------------------------|--------------------|------------------------|----------|---------------------------------------------------------------------|----------------------------------------------------------|
| PERSON<br>TYPE<br>OTHER                                                                                                                                                                                                                                   | NAME (LAST, FIRST, MIDDLE)<br>TROTTER, STEPHANIE, C                                                                                                                                                                       |        |      |      |                                                                              | RELATIONSHIP SUBJECT<br>#1 #2 #3 |                   |              | RESIDENT               | RACE               | SEX                    | AGE<br>1 | D.O.B.                                                              | ETH                                                      |
|                                                                                                                                                                                                                                                           | HEIGHT                                                                                                                                                                                                                    | WEIGHT | HAIR | EYES | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. |                                  |                   |              |                        | RELATED OFFENSE(S) |                        |          |                                                                     |                                                          |
|                                                                                                                                                                                                                                                           | ADDRESS<br>*****                                                                                                                                                                                                          |        |      |      | CITY<br>*****                                                                | STATE<br>*****                   | ZIP CODE<br>***** | LOCATION NO. | DAYTIME PHONE<br>***** |                    | EVENING PHONE<br>***** |          | <input checked="" type="checkbox"/> H<br><input type="checkbox"/> B | <input type="checkbox"/> H<br><input type="checkbox"/> B |
|                                                                                                                                                                                                                                                           | VIS/ENLURY <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EXPLAIN- COMPLAINT OF ANY NON-VIS/ENLURIES <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> |        |      |      |                                                                              |                                  |                   |              |                        |                    |                        |          |                                                                     |                                                          |
| USING: ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> TYPE: |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |                   |              |                        |                    |                        |          |                                                                     |                                                          |

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                                     |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------|------------------------------------------------------------------------------|----------------------------------|----------|--------------|------------------------|--------------------|------------------------|----------|---------------------------------------------------------------------|----------------------------------------------------------|
| PERSON<br>TYPE<br>OTHER                                                                                                                                                                                                                                   | NAME (LAST, FIRST, MIDDLE)<br>RIDLEHOOVER, LARRY                                                                                                                                                                          |        |      |      |                                                                              | RELATIONSHIP SUBJECT<br>#1 #2 #3 |          |              | RESIDENT               | RACE               | SEX                    | AGE<br>1 | D.O.B.                                                              | ETH                                                      |
|                                                                                                                                                                                                                                                           | HEIGHT                                                                                                                                                                                                                    | WEIGHT | HAIR | EYES | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. |                                  |          |              |                        | RELATED OFFENSE(S) |                        |          |                                                                     |                                                          |
|                                                                                                                                                                                                                                                           | ADDRESS                                                                                                                                                                                                                   |        |      |      | CITY                                                                         | STATE<br>SC                      | ZIP CODE | LOCATION NO. | DAYTIME PHONE<br>***** |                    | EVENING PHONE<br>***** |          | <input checked="" type="checkbox"/> H<br><input type="checkbox"/> B | <input type="checkbox"/> H<br><input type="checkbox"/> B |
|                                                                                                                                                                                                                                                           | VIS/ENLURY <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EXPLAIN- COMPLAINT OF ANY NON-VIS/ENLURIES <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                                     |                                                          |
| USING: ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> TYPE: |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                                     |                                                          |

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                          |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------|------------------------------------------------------------------------------|----------------------------------|----------|--------------|------------------------|--------------------|------------------------|----------|----------------------------------------------------------|----------------------------------------------------------|
| PERSON<br>TYPE                                                                                                                                                                                                                                            | NAME (LAST, FIRST, MIDDLE)                                                                                                                                                                                                |        |      |      |                                                                              | RELATIONSHIP SUBJECT<br>#1 #2 #3 |          |              | RESIDENT               | RACE               | SEX                    | AGE<br>1 | D.O.B.                                                   | ETH                                                      |
|                                                                                                                                                                                                                                                           | HEIGHT                                                                                                                                                                                                                    | WEIGHT | HAIR | EYES | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. |                                  |          |              |                        | RELATED OFFENSE(S) |                        |          |                                                          |                                                          |
|                                                                                                                                                                                                                                                           | ADDRESS                                                                                                                                                                                                                   |        |      |      | CITY                                                                         | STATE                            | ZIP CODE | LOCATION NO. | DAYTIME PHONE<br>***** |                    | EVENING PHONE<br>***** |          | <input type="checkbox"/> H<br><input type="checkbox"/> B | <input type="checkbox"/> H<br><input type="checkbox"/> B |
|                                                                                                                                                                                                                                                           | VIS/ENLURY <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EXPLAIN- COMPLAINT OF ANY NON-VIS/ENLURIES <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                          |                                                          |
| USING: ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> TYPE: |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                          |                                                          |

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                          |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------|------------------------------------------------------------------------------|----------------------------------|----------|--------------|------------------------|--------------------|------------------------|----------|----------------------------------------------------------|----------------------------------------------------------|
| PERSON<br>TYPE                                                                                                                                                                                                                                            | NAME (LAST, FIRST, MIDDLE)                                                                                                                                                                                                |        |      |      |                                                                              | RELATIONSHIP SUBJECT<br>#1 #2 #3 |          |              | RESIDENT               | RACE               | SEX                    | AGE<br>1 | D.O.B.                                                   | ETH                                                      |
|                                                                                                                                                                                                                                                           | HEIGHT                                                                                                                                                                                                                    | WEIGHT | HAIR | EYES | FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. |                                  |          |              |                        | RELATED OFFENSE(S) |                        |          |                                                          |                                                          |
|                                                                                                                                                                                                                                                           | ADDRESS                                                                                                                                                                                                                   |        |      |      | CITY                                                                         | STATE                            | ZIP CODE | LOCATION NO. | DAYTIME PHONE<br>***** |                    | EVENING PHONE<br>***** |          | <input type="checkbox"/> H<br><input type="checkbox"/> B | <input type="checkbox"/> H<br><input type="checkbox"/> B |
|                                                                                                                                                                                                                                                           | VIS/ENLURY <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EXPLAIN- COMPLAINT OF ANY NON-VIS/ENLURIES <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                          |                                                          |
| USING: ALCOHOL <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> DRUGS: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> TYPE: |                                                                                                                                                                                                                           |        |      |      |                                                                              |                                  |          |              |                        |                    |                        |          |                                                          |                                                          |

## ADDITIONAL NARRATIVE

|                                                  |                     |                                       |                        |
|--------------------------------------------------|---------------------|---------------------------------------|------------------------|
| Agency Name:<br>Mount Pleasant Police Department | ORI #:<br>SC0100300 | Report Date/Time:<br>04/16/2013 00:01 | OCA #:<br>2017-0003844 |
|--------------------------------------------------|---------------------|---------------------------------------|------------------------|

Supplemental Report 05/12/2017

I called the telephone number listed for the Director of Authentications, Notaries, Boards and Commissions at the SC Secretary of State's Office. No one answered the phone. I left a message requesting a return phone call.

## ADDITIONAL NARRATIVE

|                                                  |                     |                                       |                        |
|--------------------------------------------------|---------------------|---------------------------------------|------------------------|
| Agency Name:<br>Mount Pleasant Police Department | ORI #:<br>SC0100300 | Report Date/Time:<br>04/16/2013 00:01 | OCA #:<br>2017-0003844 |
|--------------------------------------------------|---------------------|---------------------------------------|------------------------|

Supplemental Report 2/9/19

On 5/8/2018, I read the South Carolina Secretary of State's Office Notary Public Online Manual. Regarding Acknowledgement the manual reads, 1. Acknowledgement: a notarial act where the notary certifies that, at a single time and place, all the following occurred: a. An individual appeared in person before the notary and presented a record; b. The individual was personally known to the notary or identified by the notary through satisfactory evidence; and c. The individual signed the record while in the physical presence of the notary and while being personally observed signing the record by the notary.

The above definition is a direct quote of South Carolina code 26-1-5. Upon reading this, it would appear that there is no reason for an Acknowledgement to have two different dates. The copy of the Assignment of Lien and Foreclosure Rights provided by Mr. Nix highlights this point. I believe this is why Mr. Nix is contending that Mrs. Trotter has violated 26-1-5.

When I finished reading the South Carolina Secretary of State's Office Notary Public Online Manual, I noticed a section titled Helpful Links. Wanting to better understand notary law, I clicked on [www.notarylaw.com](http://www.notarylaw.com) and reviewed the Frequently Asked Questions section. Question 65 reads, "What exactly does it mean for somebody to acknowledge their signature?" The answer reads, "They admit that it is theirs. They could have signed the document yesterday or last year or five years earlier but they came before you and 'acknowledged' their signature". I also read Question 254. Question 254 reads, "What is the difference between jurat and acknowledgement?" The answer reads, "In an acknowledgement the signer needs to merely acknowledge his/her signature. They could have signed it even years ago. In a jurat the signer needs to sign in the notary's presence after being put under oath to the truthfulness of the information they are signing to by the notary."

The definition of an Acknowledgement found at [notarylaw.com](http://notarylaw.com) seems to contradict the definition in the South Carolina Secretary of State's Office Notary Public Online Manual. However, the definition at [notarylaw.com](http://notarylaw.com) would explain how you could have two different dates on an acknowledgment.

On 11/13/2018, I contacted the SC Secretary of State's Office and requested that someone contact me regarding this case.

On 1/22/2019, I contacted the SC Secretary of State's Office and requested to speak with someone about this case. The person I spoke with advised me that I needed to speak with Deputy General Counsel Meredith Augustine. Mrs. Augustine was not available, so I was provided her email. I emailed Mrs. Augustine and requested a meeting to review this case. Mrs. Augustine responded to my email and we schedule a meeting for 1/25/2019 at 10:30.

On 1/25/2019 at 10:30 I met with Deputy General Counsel Meredith Augustine and General Counsel Shannon Wiley at their office. I showed Mrs. Augustine and Mrs. Wiley the highlighted copy of the Assignment of Lien and Foreclosure Rights that Mr. Nix provided to the police department. I asked them to help me understand the law regarding Acknowledgement. Mrs. Augustine and Mrs. Wiley showed me South Carolina Code 26-1-120(D) which reads, "A notarial certificate for the acknowledgement must comply with Chapter 3, Title 26, the Uniform Recognition of Acknowledgements Act".

Mrs. Augustine and Mrs. Wiley then directed me to South Carolina Code 26-3-6 which defines "Acknowledged before me as:"

The words "acknowledged before me" mean:

- (1) That the person acknowledging appeared before the person taking the acknowledgment;
- (2) That he acknowledged he executed the instrument;
- (3) That, in the case of:
  - (a) A natural person, he executed the instrument for the purposes therein stated;
  - (b) A corporation, the officer or agent acknowledged he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated;
  - (c) A partnership, the partner or agent acknowledged he signed the instrument on behalf of the partnership by proper authority and he executed the instrument as the act of the partnership for the purposes therein stated;
  - (d) A person acknowledging as principal by an attorney in fact, he executed the instrument by proper authority as the act of the principal for the purposes therein stated;
  - (e) A person acknowledging as a public officer, trustee, administrator, guardian or other representative, he signed the instrument by proper authority and he executed the instrument in the capacity and for the purposes therein stated; and
- (4) That the person taking the acknowledgment either knew or had satisfactory evidence that the person acknowledging was the person named in the instrument or certificate.

Based on the above definition, if Larry Ridlehoover acknowledged his signature in Mrs. Trotters presence than the acknowledgement is lawful. Prior to concluding our meeting Mrs. Wiley provided me with a copy of her file regarding Mr. Nix and a contact at the South Carolina Attorney General's Office.

Later, on 1/25/19 at approximately 1:15pm, I interviewed Mrs. Trotter by phone. Mrs. Trotter stated that she did not specifically remember the acknowledgement of the Assignment of Lien and Foreclosure Rights dated April 24, 2013. However, Mrs. Trotter stated that she only takes an acknowledgement when the person providing the acknowledgment appears before her.

Based on the interview of Mrs. Trotter, the information from the Deputy General Counsel Meredith Augustine and General Counsel Shannon Wiley, Section 26-3-6 of the South Carolina Code of Laws it appears that no violation of the Notary Laws has occurred in this case.

On 1/29/19, I reviewed the file provided by Secretary of State General Counsel Shannon Wiley. I noticed an email dated 5/11/2017 from Amanda Self, the Director of Consumer Services Division, at the South Carolina Department of Consumer Affairs to Mr. Nix advising him that they were closing their case.

On 2/6/19, I called the South Carolina Attorney Generals Office and left a message for Mary Frances Jowers requesting that she call me regarding this case. Mrs. Jowers returned my call, but I was unable to answer the phone. She left a message indicating that she would be available on 2/7/19.

Also, on 2/6/19 I contacted the South Carolina Law Enforcement Division (SLED) and spoke with Lt. LaRosa. Lt. LaRosa informed that SLED was not currently investigating any criminal matters filed by Mr. Nix.

## ADDITIONAL NARRATIVE

|                                  |           |                   |              |
|----------------------------------|-----------|-------------------|--------------|
| Agency Name:                     | ORI #:    | Report Date/Time: | OCA #:       |
| Mount Pleasant Police Department | SC0100300 | 04/16/2013 00:01  | 2017-0003844 |

Supplemental Report 2/9/19

On 2/7/19, I spoke with Mrs. Jowers and she stated that she would reach out to her co-workers in the criminal division as they are more knowledgeable with Mr. Nix's complaint.

On 2/8/19, Mrs. Jowers left a message for me advising that the Criminal Division of the South Carolina Attorney Generals Office was not investigating Mr. Nix's complaint.

This case is administratively closed.

Ex. 6

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

Mailing Address:  
Post Office Box 212069  
Columbia, SC 29221



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

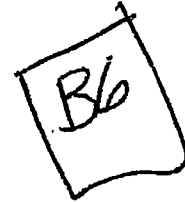
Todd M. Musheff  
Of Counsel

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

Located in Charleston Office

April 27, 2017

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



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

Dear Complaint Analyst Smith:

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

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

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

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

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



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

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

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

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

Yours truly,



Todd M. Musheff

TMM/dns  
Enclosures

RECEIVED MAR 03 2017

STATE OF SOUTH CAROLINA SECRETARY OF STATE

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

TYPE OR PRINT CLEARLY WITH BLACK INK

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

1. The name of the corporation is Churchill Park  
(Must match name on record with Secretary of State's Office)
2. The corporation is (complete either "a" or "b", whichever is applicable)
  - a. A domestic nonprofit corporation incorporated in South Carolina on 7/31/2003 or  
(Must match date on record with Secretary of State's Office)
  - b. A foreign nonprofit corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_  
State \_\_\_\_\_  
and authorized to do business in South Carolina on \_\_\_\_\_  
(Must match date on record with Secretary of State's Office)
3. The street address of the registered office (currently on file) in South Carolina is  
3484 Henrietta Hartford Rd. Mt. Pleasant South Carolina 29466  
Street Address City Zip Code
4. If the current registered office is to be changed, the new street address will be  
1805 Oak Street Myrtle Beach South Carolina 29577  
Street Address City Zip Code
5. The name of the registered agent currently on file is Richard Riccoboni
6. If the current registered agent is to be changed, the name of the new registered agent is  
Gold Crown Management, Inc.

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

[Signature]  
Signature of New Registered Agent

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

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

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

FEB 15 2017

[Signature]  
SECRETARY OF STATE OF SOUTH CAROLINA

12/21/16  
Date

Churchill Park

Name of Corporation

Steve Sumner  
Signature of Officer

Steve Sumner  
Type or Print Name

Board President  
Position of Officer

**FILING INSTRUCTIONS**

1. Two copies of this form must be submitted for filing.
2. \$10.00 filing fee made payable to the South Carolina Secretary of State.
3. Self-addressed stamped return envelope.
4. Return to: Secretary of State  
Attn: Corporations  
1205 Pendleton St., Ste. 625  
Columbia, SC 29201
5. Pursuant to Section 33-31-502(b) of the 1976 South Carolina Code of Laws, as amended, the registered agent can file this when the only change is the street address of the registered office. In this situation, the following statement should be typed on the form above the registered agent's signature: "The corporation has been notified of this change." In this case the filing fee is \$2.00

South Carolina Secretary of State Mark Hammond

**Business Entities Online**

File, Search, and Retrieve Documents Electronically

This filing has been submitted and filed successfully.

**Receipt****Transaction Information**

Transaction ID: 35851

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

**Charges****Pricing Summary**

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

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

**Payment Info**

Payment Method : Check

Name : CHURCHILL PARK

Check Number : 1004

**Entity Name**

CHURCHILL PARK

**Completed Forms**

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

**Contact Information**

Contact Name: Gold Crown Management, Inc.

Address:

1805 Oak Street  
Myrtle Beach, South Carolina 29577

**EXHIBIT****B****EX S340P6597****DECLARATION OF PROTECTIVE COVENANTS****FOR****CHURCHILL PARK**

**THIS DECLARATION** is made on this 6<sup>th</sup> day of January, <sup>2000</sup>~~1999~~, by C. Richard Dobson Builders, Inc. ("Declarant"):

**WITNESSETH**

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

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

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

**1. Definitions**

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

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

Ex. H

STATE OF SOUTH CAROLINA       )  
                                          ) **ASSIGNMENT OF FORECLOSURE RIGHTS**  
COUNTY OF CHARLESTON       )

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

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

and

CHURCHILL PARK  
("*Assignee*" or "*Subordinate Association*").

**WITNESSETH:**

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK WEST MASTER ASSOCIATION dated December 17, 1997 and recorded in the Charleston County RMC Office in Book P294 at Page 275 (as amended and supplemented, the "*Master Declaration*") encumbered the master-planned community commonly known as Park West, as more particularly described therein (the "*Park West Property*"), and established the Park West Master Association, Inc. (the "*Master Association*") to manage the maintenance and operation of the Park West Property, including without limitation granting the Master Association a continuing lien over Units located within the Park West Property to collect Assessments from those Unit Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

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

WHEREAS, that certain DECLARATION OF PROTECTIVE COVENANTS FOR CHURCHILL PARK, dated January 5, 2000 and recorded January 10, 2010 in the Charleston County RMC Office in Book S340 at Page 595 (as amended and supplemented, the "*Subordinate Declaration*") encumbered the property commonly known as Churchill Park, as more particularly described therein (the "*Churchill Park Property*"), and established a homeowners association currently known as Churchill Park (the "*Subordinate Association*") to manage the maintenance and operation of the Churchill Park Property, including without limitation granting the Subordinate Association a continuing lien over Lots located within the Churchill Park



Property to collect Assessments from those Lot Owners and the right to enforce and foreclose upon such liens for the collection of delinquent Assessments; and

WHEREAS, that certain ASSIGNMENT OF LIEN AND FORECLOSURE RIGHTS dated April 16, 2013 and recorded April 28, 2013 in the Charleston County RMC Office in Book 0326 at Page 993 (the "*Subordinate Assignment*") sought to grant to the Master Association rights to enforce and foreclose upon the Subordinate Assignment Assessment liens for the collection of delinquent Assessments (to include all associated fines, interest, costs and attorneys fees as authorized by the Subordinate Declaration); and,

WHEREAS, by the execution of this Assignment, Assignor elects to assign back to Assignee a coextensive individual right of Assignee to enforce and to the extent the Subordinate Assignment is construed as having assigned all of the Subordinate Association's rights to foreclose upon Assessment liens for the collection of delinquent Assessments as defined herein above, foreclose upon its respective Assessment liens for the collection of delinquent Assessments (to include all associated fines, interest, costs and attorneys fees as authorized by the applicable Subordinate Declaration) such that the Subordinate Association and the Master Association each have the coextensive, equal and separate right and authority to enforce and foreclose upon such Subordinate Association's Assessment liens for the collection of delinquent Assessments (to include all associated fines, interest, costs and attorneys fees as authorized by the respective applicable Subordinate Declarations);

NOW, THEREFORE, for value received, the Assignor hereby sells, transfers and assigns unto Assignee, its successors and assigns, the respective rights, as described herein, to enforce and foreclose upon Assignee's Assessment liens for the collection of delinquent Assessments, including any and all associated fines, interest, costs, and attorney's fees as authorized by the applicable Subordinate Declaration, while Assignor retains for itself the coextensive right to enforce and foreclose upon Subordinate Association's Assessment liens for the collection of delinquent Assessments, including any and all associated fines, interest, costs, and attorney's fees as authorized by the applicable Subordinate Declaration. The collection and enforcement rights contemplated by this Assignment shall include all legal and equitable remedies granted to Subordinate Association as set forth in the applicable Subordinate Declaration.

This Assignment applies to all existing and future Assessment liens held by the Subordinate Association. It is the intent of the parties for Subordinate Association to continue filing its own Notice of Liens for delinquent Assessments, however by operation of this Assignment Subordinate Association possess the rights to enforce and foreclose upon such Subordinate Association's Assessment liens and the Master Association holds a coextensive right to enforce and foreclose on any such Subordinate Association's Assessment liens.

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

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

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

WITNESSES:

[Signature]  
(Witness #1)  
[Signature]  
(Witness #2)

ASSIGNOR:

Park West Master Association, Inc.

By: [Signature]  
Print Name: Kevin Steelman  
Its: President  
Date: 9-14-17

STATE OF SOUTH CAROLINA )  
COUNTY OF Richland )

ACKNOWLEDGMENT  
S.C. §30-5-30  
(EFFECTIVE MARCH 14, 2016)

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

Witness my hand and seal this 14<sup>th</sup> day of Sept 2017.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 02-26-24

WITNESSES:

[Signature]  
(witness #1)  
[Signature]  
(witness #2)

ASSIGNEE:

Churchill Park

By: [Signature]  
Print Name: Zane Perry  
Its: President  
Date: 9/14/17

STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

ACKNOWLEDGMENT  
S.C. §30-5-30  
(EFFECTIVE MARCH 14, 2016)

I, Shaunda Gothers, a Notary Public for South Carolina, do hereby  
certify that Churchill Park, by its authorized officer, Zane Perry, personally  
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of September, 2017.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: July 16, 2025  
~~MY COMMISSION EXPIRES JULY 16, 2021~~

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

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

**The Honorable Mikell R. Scarborough, Master in Equity**

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

**Churchill Park, Respondent**

**v.**

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

**Of which Alan G. Nix is the Appellant**

**Appellate Case Number 2018-000056 &  
2018-000174**

**PROOF OF SERVICE**

The undersigned certifies that a copy of the Appellant's Response to Motion for Costs has been served upon the individuals listed below by mailing a copy of the same, postage prepaid, in the United States Mail, or hand delivery, addressed as shown below this 6<sup>th</sup> day of February 2020 to:

Ryan McCabe  
McCabe Trotter and Beverly  
4500 Fort Jackson Blvd.  
Columbia, SC 29209

Charleston Legal Access  
Attn: Schrieber  
1630 Meeting St.  
Charleston, SC 29405

**RECEIVED**  
FEB 07 2020  
SC Court of Appeals

Judge Scarborough  
Master in Equity, Charleston County  
100 Broad St., Ste. 266  
Charleston, SC 29401

Julie Armstrong  
Clerk of Court, Charleston County.  
100 Broad Street  
Charleston, SC 29401

Chief Justice Beatty  
c/o Office of Court Administration  
1220 Senate St.  
Columbia, SC 29201

John Nichols  
Office of Disciplinary Counsel  
1220 Senate St.  
Columbia, SC 29201

Dated: February 6, 2020

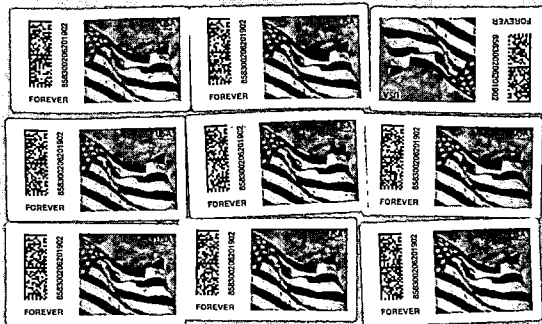
Respectfully submitted,

By:

  
\_\_\_\_\_

Alan G. Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466  
(843) 991.4170

Nix  
1401 DORSHORE CIRCLE  
MT. PLEASANT, SC 29466



SC COURT OF APPEALS  
1220 SENATE ST.  
COLUMBIA, SC 29201

RECEIVED  
FEB 10 1991  
SC COURT OF APPEALS