

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT)	CIVIL ACTION NO.: 2015-CP-07-02722
)	
COLLETON RIVER PLANTATION CLUB, INC.,)	
)	
)	Trial Order
)	(Case Not Ended)
)	
Plaintiff,)	
)	
vs.)	
)	
JOEL S. LEE,)	
)	
)	
Defendant.)	
)	

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 SEP 30 2020
 SC Court of Appeals

This case came before me for a non-jury trial on December 5, 2018, by Order Referring Non-Jury Action to the Beaufort County Master in Equity, signed by Jerri Roseneau, Beaufort County Clerk of Court and filed with this Court on September 8, 2016, with direct appeal to the South Carolina Court of Appeals. Appearing for the Plaintiff, Colleton River Plantation Club, Inc. ("Colleton"), were Barry L. Johnson, Esquire and S. Harrison Williams, Esquire, of the Beaufort County law firm of Johnson & Davis, P.A. Appearing for the Defendant, Joel S. Lee ("Lee"), was Neil D. Thomson, Esquire, of the Charleston County law firm of Ford Wallace Thomson LLC.

Colleton tried its case upon its Amended Complaint which contained two causes of action.

Colleton's first cause of action was for Breach of Covenant in the Nature of Contract. Upon this cause of action, Colleton sought a money judgment against Joel S. Lee for assessments, etc., alleged to be due and owing under the recorded Covenants and other Governing Documents of Colleton. When the suit was filed, Colleton had sought judgment for

\$78,789.63, together with subsequent assessments, etc., interest, attorneys' fees and costs. For reasons set forth herein, I rule for Colleton on this cause of action.

Colleton also tried its case upon its second cause of action for Breach of Contract Accompanied by a Fraudulent Act. Colleton alleged that Lee's conveyance, of his Lot A02 in Colleton River Plantation, to Bluffton Properties, LLC (Series 1), a Nevada Limited Liability Company, was a fraudulent act which accompanied Lee's breach of the Covenants, entitling Colleton, allegedly, to the recovery of its claim, as set forth in the first cause of action, for actual damages, plus interest and attorneys' fees, together with, under its second cause of action, punitive damages. Colleton acknowledged that, as to actual damages, it is entitled at most only to one recovery. Although significant evidence was presented in favor of Colleton's position, I decline to rule for the Plaintiff on this cause of action and enter a defense verdict.

Lee came to trial upon his filed Answer to Colleton's Amended Complaint. In Lee's Answer, in addition to the defense of a qualified general denial, he asserted 15 other affirmative defenses, identified as follows:

1. Accord and Satisfaction;
2. Failure to State a Claim;
3. Statute of Limitations;
4. Waiver and Laches;
5. Failure to Mitigate;
6. Estoppel;
7. Unclean Hands;
8. Unconscionability;
9. Lack of Contract;

10. Void Covenants and Contracts;
11. Mistake;
12. Rescission;
13. Rule Against Perpetuities;
14. Set-off and/or Limitation on Damages; and
15. Violation of South Carolina Nonprofit Corporation Act.

Based on Lee's Answer, he sought dismissal of Colleton's case as a matter of law for the reasons set forth in his various defenses.

Colleton had moved, prior to trial, for summary judgment as to all of the affirmative defenses asserted by Lee, arguing that the Court should grant summary judgment as to all of Lee's affirmative defenses pursuant to Rule 56, *SCRPC*.

On the day of trial, just before the commencement of trial, this Court heard the arguments on Colleton's Motion for Summary Judgment as to the various affirmative defenses alleged by Lee. Following such hearing, this Court denied the motion in part and granted the same in part, as follows: the Motion for Summary Judgment was denied as to the affirmative defenses of Accord and Satisfaction, Estoppel, Void Covenants and Contracts, Set-off and/or Limitation on Damages, and Violation of South Carolina Nonprofit Corporation Act; the Motion for Summary Judgment was granted as to these affirmative defenses: Failure to State a Claim, Statute of Limitations, Waiver and Laches, Failure to Mitigate, Unclean Hands, Unconscionability, Lack of Contract, Mistake, Rescission, and the Rule Against Perpetuities.

Thus, the case proceeded to trial upon the two causes of action laid out in Colleton's Amended Complaint, and upon Lee's defenses of qualified general denial, Accord and Satisfaction, Estoppel, Void Covenants and Contracts, Set-off and/or Limitation on Damages,

and Violation of the South Carolina Nonprofit Corporation Act. Evidence was presented by way of a joint stipulation of exhibits, the testimony of witnesses, the presentation of excerpts from the transcripts of depositions, and the admission by consent of several additional exhibits. Argument was had on certain points during and following the trial.

Based thereupon, and pursuant to Rule 52, *SCRCP*, I have found the facts to be as specifically set forth below; I have reached the conclusions of law as set forth below; and, also as set forth below, I have entered judgment, pursuant to Rules 54 and 58, *SCRCP*, in favor of Colleton and against Lee.

FINDINGS OF FACT

1. Plaintiff, Colleton River Plantation Club, Inc. ("Colleton" or the "Club"), is a South Carolina Non-Profit Corporation, and is a property owners association which operates Colleton River Plantation for the benefit of its members.

2. Colleton is a member-owned, private club community in Bluffton, Beaufort County, South Carolina. Colleton River Plantation contains, in addition to residential Lots, two 18-hole golf courses, a 6-hole par-three golf course, a short-game golf practice anywhere facility, a golf learning center, a swimming pool, three private dining facilities, a community dock, six tennis courts, a playground, a dog park, and various other amenities for member use, has a 24-hour security presence on site, and includes all of the roadways within Colleton River Plantation, all within about 1,500 acres.

3. There are slightly less than 700 Lots in the Colleton community and about half of them have homes on them.

4. Colleton's Covenants, discussed in more detail below, are not structured for different assessment rates or responsibilities depending on whether a Lot is improved with a house on it or is unimproved with no house on it.

5. On and after April 26, 2007, Colleton possessed those rights, powers and duties as set forth in the "Amendment to the Third Amended and Restated Colleton River Plantation Declaration of Covenants and Provisions for Membership in Colleton River Plantation Club, Inc." ("Covenants"), dated March 1, 2007, and recorded on April 26, 2007, and any amendments thereto, as recorded in the Office of the Register of Deeds for Beaufort County, and upon Defendant's 1993 acquisition of title to the subject property (Lot A02), he became a beneficiary and an obligor under the Covenants.

6. Colleton also possesses those rights, powers and duties as set forth in the Third Amended and Restated By-Laws of Colleton River Plantation Club, Inc. ("By-Laws"), and any amendments thereto, and upon Defendant's acquisition of title to the subject property (Lot A02), he became a beneficiary and an obligor under the By-Laws.

7. The Covenants of 2007 and the Third Amended and Restated By-Laws are among the "amendments" referenced in the deed whereby Lee obtained title to Lot A02 in 1993, as described in ¶ 23 of these Findings of Fact.

8. The Covenants (and the 2018 South Carolina Homeowners Association Act (S.C. Code Ann. § 27-30-10, *et seq.*) define the Colleton "Governing Documents" as including, *inter alia*, the following:

- (A) the recorded Amended and Restated Declaration of Covenants (the "Covenants" herein);

- (B) recorded Supplements submitting additional property to the Declaration of Covenants, creating easements over the property described in the Supplement, imposing additional obligations or restrictions on such property, or any of the foregoing;
- (C) Articles of Incorporation of Colleton River Plantation Club, Inc. as they may be amended;
- (D) the By-Laws of Colleton River Plantation Club, Inc. as they may be amended (the "By-Laws" herein);
- (E) the Design Guidelines, being the design standards and architectural and aesthetic guidelines, as they may be amended, which govern new construction and modifications to Lots, including structures, landscaping, and other items on Lots;
- (F) Rules which regulate the use of property, activities, and conduct within Colleton River Plantation; and
- (G) Board Resolutions of Colleton adopted to establish rules, policies, and procedures for internal governance and Club activities and to regulate the operation and use of property which the Club owns or controls.

9. The Covenants define "Person" as referenced in the Governing Documents as an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

10. The Covenants define "Lot" as a portion of Colleton River Plantation depicted as a separately identified lot or parcel on a recorded subdivision plat or survey which may be independently owned and conveyed, as well as to any structure or other Improvements on the Lot.

11. The Covenants define "Owner" as each Person who holds record title to a Lot, except for those Persons who hold title merely as security for the performance of an obligation.

12. Section 12.6 of the Covenants provides in pertinent part: "By accepting a deed or entering into a recorded contract to purchase any Lot, each Owner covenants and agrees to pay all assessments authorized in the Governing Documents', together with any collection costs, interest or late charges equal to 1.5% per month of the unpaid amount ... Any delinquency shall be the personal obligation of each Owner and a lien upon each Lot until paid in full."

13. Section 12.7(b) of the Covenants provides in pertinent part: "The Club may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien."

14. Section 8.4 of the Covenants provides in pertinent part: "In any action to enforce the Governing Documents, if the Club prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs, reasonably incurred in such action."

15. Section 7.1 (c) of the Covenants provides in pertinent part:

...any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least 30 days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. *The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice and all amounts outstanding prior to transfer are paid in full, notwithstanding the transfer of title. (Italics supplied.)*

16. Section 14.2(a) (ii) of the Covenants provides as follows:

Joint Ownership and Ownership by a Legal Entity. In the event any Lot is owned by more than one Owner or a legal entity, the collective Owners of such Lot shall unanimously designate one of the Owners of at least a 25% interest in the Lot or entity as

the Designated User, who shall have the right, privilege, easement of access to, and use and enjoyment of the Recreational Facilities, for a minimum of 12 months.

17. Section 14.2(e) of the Covenants requires that Colleton's Board of Directors approve each proffered Designated User, with reference to the criteria of "standards related to conduct and credit worthiness."

18. Section 14.2(f) of the Covenants requires that every Designated User "shall be responsible for the payment of the annual operating assessments for such Lot."

19. The element of Section 7.1 (c) of the Covenants requiring the giving of "such other information as the Board may reasonably require" is used by Colleton's Board of Directors in evaluating each proffered Designated User under Section 14.2 (e) of the Covenants, as to "standards related to conduct and credit worthiness."

20. Section 19.2 of the Covenants states, in pertinent parts, as follows:

The Club shall have the exclusive option to purchase any Lot offered for sale in the Community at the price and on the terms and conditions of any bona fide offer for such Lot. Evidence of any such bona fide offer shall be in writing and shall be submitted to the Club by the selling Owner for verification.

Each Owner shall notify the Club of its intent to sell his or her Lot with notice setting forth the certified terms and conditions of the sale, the full name and primary address of the prospective bona fide purchaser (as distinguished from agents and intermediaries). The Club shall have 30 days after receipt of such notice to exercise its option to purchase under this Section 19.2

21. Pursuant to the Covenants and/or By-Laws, and any amendments thereto, and related documents (collectively, again, the "Governing Documents"), Colleton imposes upon the Lots within Colleton and upon the Owners and other Persons obligated, certain dues, assessments, reserve fees, and other authorized charges (collectively "Assessments"), for the purposes specified in the Governing Documents.

22. The Colleton golf courses, amenities and facilities are not open for public play or usage and the costs of those are fully supported by Assessments.

23. Except as set forth hereinafter, Defendant, Joel S. Lee ("Lee"), was, at all times material hereto, the owner of record upon the records of Beaufort County, South Carolina, of certain real property, "Lot A02", within Colleton River Plantation described and subject to the following:

ALL that certain piece, parcel or lot of land, lying and being in Beaufort County, South Carolina and being shown and described as Lot A02, Phase I, Colleton River Plantation, on a plat thereof entitled "A Plat of Colleton River Plantation, Phase 1, Beaufort County, South Carolina", said plat being prepared by Thomas & Hutton Engineering Co., Savannah, Georgia, Boyce L. Young, S.C.R.L.S. No. 11079, said plat being dated August 1, 1990, last revised November 18, 1991, Sheets 1 through 3, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 100. For a more detailed description as to the courses and distances, metes and bounds of the above-mentioned lot, reference is had to said plat of record.

This conveyance is subject to all easements as shown on the plat of record and to that certain Colleton River Plantation Declaration of Covenants and Provisions for Membership in Colleton River Plantation Club, Inc., which Declaration is dated June 11, 1991, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Deed Book 579 at Page 1796, and as may be amended from time to time.

This is the same property conveyed to Joel S. Lee, by Deed from Colleton River Company, L.P., dated September 20, 1993, and recorded on October 7, 1993 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 656 at Page 1816.

Beaufort County Tax Map Reference: R600-025-00A-0005-0000.

24. Lee is a former practicing lawyer with decades of extensive experience in commercial real estate and, thereafter, was a principal in his home state of Wisconsin, in substantial and sophisticated real estate transactions and investments.

25. When Lee bought the Colleton Lot A02 in 1993, he was represented by a South Carolina attorney; that attorney sat down with him and discussed with him, and answered his questions about, the Colleton Covenants and Governing Documents.

26. Lee for many decades has invested in, owned, used, bought and sold residential properties in private, gated, golf course communities in southern Beaufort County.

27. After having been the Owner since 1993 of Lot A02 in Colleton River Plantation, Lee executed a deed (Title to Real Estate), to Bluffton Properties, LLC, Series I, (hereinafter "Nevada Bluffton Properties, LLC") bearing date of December 31, 2012, and not recorded in the Office of the Register of Deeds for Beaufort County, South Carolina until May 28, 2013, then recorded in Book 03242 at Pgs. 2923-2924-A, by which he purported to convey the said Lot A02 (the "Conveyance"), in these circumstances:

- A. The consideration for the Conveyance was only One and No/100's Dollar (\$1.00), at best a nominal consideration.
- B. The address for Nevada Bluffton Properties, LLC as it was listed on the Deed involved in the Conveyance, as the preparer of the deed, is the same as the address for Thomas B. Burke ("Burke"), the preparer of this Deed, and an attorney at law in the State of Wisconsin, but not ever an attorney at law in the State of South Carolina ("Burke") and is also the same as the address for Lee.
- C. Burke functioned as the attorney for both Lee and Nevada Bluffton Properties, LLC, and maintained his office with Lee.

- D. The Conveyance Deed, just like the Deed to Lee in 1993 for Lot A02, made the Conveyance to Nevada Bluffton Properties, LLC subject to the Covenants, etc. as amended.
- E. The Conveyance Deed did not identify the jurisdiction in which the grantee, Nevada Bluffton Properties, LLC was formed.
- F. The Conveyance, lacked both the required written notice to Colleton and the proffer of a Designated User.

28. In the title transfer described in ¶ 27 of these Findings of Fact, Lee did not comply with the Covenants as cited above and, pursuant to the provisions of Section 7.1(c) of the Covenants, Lee remained and remains jointly and severally liable, with Bluffton Properties, LLC Series I, a Nevada limited liability company, to Colleton for all obligations of the Owner (as defined in the Covenants) of Lot A02.

29. When Colleton became aware in or around July 2014 of the Conveyance, Colleton was not aware of the close and continuing relationships of Burke, Lee, and Nevada Bluffton Properties, LLC, nor was Colleton aware that there were two entities, both named Bluffton Properties, LLC, one formed in South Carolina and one formed in Nevada. With that limited awareness, Colleton requested of Burke that Bluffton Properties, LLC submit to Colleton a proposed Designated User, on a Colleton form, to comply with the Colleton Governing Documents in the particulars noted hereinabove and in the Governing Documents.

30. At that time, Colleton had only learned of a South Carolina Bluffton Properties, LLC and knew nothing about the Nevada Bluffton Properties, LLC.

31. Burke refused to have Bluffton Properties, LLC so comply and propose a Designated User to be a financially-responsible person for the obligations of Bluffton Properties, LLC, of whatever organizational vintage, to Colleton.

32. Lee had previously, through an agent of Colleton known as TekCollect, settled a prior outstanding judgment by Colleton against Lee.

33. Lee's only understanding of the effect of the settlement in 2014 through TekCollect of Colleton's judgment against Lee in 2012 was his understanding of what Lee says Burke told Lee in 2014: "Tom Burke came to me and said the settlement is \$8,975 and you're done with everything," with no definition of "everything" and no documentation thereof.

34. The documents related to the TekCollect settlement of the 2012 judgment against Mr. Lee do not address the "everything" component of Lee's understanding of the 2014 settlement and no other evidence or testimony does so.

35. Any factual issues related to the prior satisfaction of the judgment in Colleton's 2012 case against Lee, if necessary at all, were eliminated by the adjustment Colleton made at trial reducing its total claim by \$22,457.10.

36. Despite Colleton's demand, Lee has failed and/or refused to pay the amounts owed for his and Nevada Bluffton Properties, LLC's past-due Assessments, accrued interest, and attorney's fees and/or costs, no part of which has been paid by Nevada Bluffton Properties, LLC, either, or otherwise.

37. Lee was indebted to Colleton, as of March 31, 2016, in the total amount of \$78,789.63, in Assessments, attorney's fees and costs, plus such Assessments, prejudgment interest at the rate of 18% per annum, reasonable attorneys' fees, and costs of collection continue

to accrue, and after having adjusted for a prior settlement of a prior judgment against Lee for monies owed by Lee to Colleton for prior periods.

38. Through trial and as adjusted and noted in Paragraph 36 above of these Findings of Fact, Defendant is indebted to Plaintiff, as of November 30, 2018, for \$218,999.33, including the \$78,789.63 owed as of March 31, 2016, as follows:

Regular Dues from 1/1/14 - 6/30/19:	\$ 81,525.00
Reserve Fee from 1/1/14 - 6/30/19:	\$ 15,725.00
Clubhouse Assessment from 10/1/13 - 3/31/17 (end):	\$ 10,000.00
Bushhog/Lot Maintenance from 9/30/14 - 11/30/18:	\$ 1,450.00
Johnson & Davis, PA Attorney's Fees from 7/1/14 - 11/30/18:	\$ 49,534.77
McNair Law Firm Attorney's Fees from 6/14/18 - 11/30/18:	\$ 450.00
Interest, Administrative & Delinquent Fees from 8/1/14 - 11/30/18:	\$ <u>82,771.66</u>
	Subtotal: \$241,456.43
Less Disputed 2012 TekCollect settlement:	<u>-22,457.10</u>
	Total: <u>\$218,999.33</u>

Colleton specifically demanded personal judgment against Lee for the full amount found to be due to Colleton, including all sums set forth herein, including pre-judgment interest and attorney's fees and collections costs.

Any of the below Conclusions of Law that are deemed not to be Conclusions of Law but are deemed to be Findings of Fact shall be so deemed.

CONCLUSIONS OF LAW

1. It is the responsibility of the trial judge in this non-jury trial to assess the credibility of the witnesses, and to decide the facts accordingly. *Pinckney v. Warren*, 344 S.C. 382, 387, 544 S.E.2d 620, 623 (Ct. App. 2016).
2. Any of the Findings of Fact herein that are deemed not to be Findings of Fact but are deemed to be Conclusions of Law shall be so deemed.
3. The Colleton Covenants and other Governing Documents are valid and binding on Lee as to Lot A02.

4. The parties have a contractual relationship through Colleton's Covenants, By-Laws, and other Governing Documents.
5. This being an action for breach of contract, the burden was upon Colleton to prove the contract, its breach, and the damages caused by such breach. *Maro v. Lewis*, 389 S.C. 216, 222, 697 S.E.2d 684, 688 (Ct. App. 2010) (citing *Fuller v. E. Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962)).
6. "The general rule is that for a breach of contract the defendant is liable for whatever damages follow as a natural consequence and a proximate result of such breach."
Id.
7. To recover on an action for breach of contract, a plaintiff must prove its claim by a preponderance of the evidence.
8. Colleton has established its contract with Lee, as set forth in the Findings of Fact.
9. On at least several occasions, and continuing to date, Lee has breached his contractual relationship with Colleton:
 - A. The 2012 breach leading to the Judgment in favor of Colleton, subsequently settled;
 - B. The 2012 Deed of Conveyance and associated non-compliant related to Bluffton Properties, LLC; and
 - C. By failing to pay Colleton, and otherwise to comply with the Covenants and other Governing Documents, all as described above in the Findings of Fact.
10. Colleton has suffered actual damages because of Lee's breach of his contract with Colleton.

11. Despite having pleaded the Affirmative Defense of Violation of the South Carolina Non-Profit Corporation Act, Lee has demonstrated no violation thereof and the South Carolina Non-Profit Corporation Act has not been violated by Colleton regarding Lee or Lot A02.
12. Any issues of Lee's Affirmative Defenses of Accord and Satisfaction and Set-Off and Limitation of Damages that related to the prior satisfaction of the judgment in Colleton's 2012 case against Lee, if the defenses were at all viable, were eliminated by the adjustment Colleton made at trial reducing its claim by \$22,457.10.
13. Any issues of Lee's Affirmative Defense of Set-Off and Limitation of Damages that related to his claim of what he terms his "equity" are denied, as no proof of any such "equity" was adduced by Lee, nor was there any argument, much less demonstration, by Lee that if he had any such "equity" he was lawfully entitled to some Set-Off or Limitation of Damages for same.
14. Any issues of Lee's Affirmative Defense of Estoppel related to the Colleton suit against the South Carolina version of Bluffton Properties, LLC are barred by Lee's acts related to his transfer of Lot A02 to his company, Bluffton Properties, LLC of Nevada.
15. Lee failed to prove that the Colleton Covenants and Contracts are void in fact or as a matter of law.
16. Lee's qualified general denial failed as a defense on the facts and the law.
17. Lee is in breach of his financial and other obligations to Colleton.
18. Lee remains liable for the ongoing Assessments owed to Colleton under the Covenants despite the transfer of Lot A02 to Bluffton Properties, LLC of Nevada

due to Lee's noncompliance with the Covenants regarding the transfer of same. Covenants Section 7.1(c).

19. As a natural consequence, and a proximate cause, of Lee's breaches of contract with Colleton, Colleton has suffered actual damages, for which Colleton is entitled to personal judgment against Lee, for money damages in the sum of \$218,999.33, as of November 30, 2018, together with interest thereafter at the contract rate of eighteen (18%) per annum, with leave to Colleton to seek amendment of this judgment for additional Assessments, attorney's fees, and collection costs not included herein.

26. If any of these Conclusions of Law are deemed to be Findings of Fact, they shall be treated as such.

JUDGMENT OF THE COURT

ACCORDINGLY, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Colleton River Plantation Club, Inc. is granted personal judgment against Joel S. Lee for actual money damages in the amount of \$218,999.33 as of November 30, 2018, together with interest thereafter at the contract rate of eighteen (18%) per cent per annum, with leave to Colleton River Plantation Club, Inc. to seek amendment of this judgment for additional Assessments, attorney's fees, and collection costs not included herein, but accruing after November 30, 2018.
2. A hearing will be set to determine the final judgment (ending case) amounts for the actual damages, together with additional Assessments, attorney's fees and collection costs since November 30, 2018.

3. To the extent not otherwise included in the judgment herein granted, Colleton River Plantation Club, Inc. is entitled to the recovery of costs from Joel S. Lee.

IT IS SO ORDERED.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015 CP-07-02722

Colleton River Plantation Club, Inc.

Joel S. Lee

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Colleton River Plantation Club, Inc.	Joel S. Lee	\$218,999.33
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

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SEP 30 2020

SC Court of Appeals

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.

	3069	
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

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

Barry L. Johnson

Neil D. Thomson

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:



Beaufort Common Pleas

Case Caption: Colleton River Plantation Club Inc VS Joel S Lee
Case Number: 2015CP0702722
Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2020-02-12 15:56:39 page 20 of 20