

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
J. Ernest Kinard, Jr., Circuit Court Judge

RECEIVED

Apr 19 2021

S.C. SUPREME COURT

Court of Appeals Opinion No. 2019-UP-393
Originally Filed as 2018-UP-178, 2018-UP-179 and 2018-UP-180
Withdrawn, Substituted and Refiled December 18, 2019

Appellate Case No. 2020-000667

The Callawassie Island Members Club, Inc., Respondent,

v.

Gregory L. Martin and Rebecca L. Martin, Defendants,

and

The Callawassie Island Members Club, Inc., Respondent,

v.

Michael J. Frey and Grace I. Frey, Defendants,

Of Whom Gregory L. Martin and Michael J. Frey are the Petitioners.

APPENDIX

Volume 6

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** In accordance with this Court's Order on the Appendix of April 16, 2021, the Petitioners have removed from the *Frey* Record on Appeal those documents that were merely duplicates of identical documents appearing elsewhere in the Appendix. With the exception of the documents that remain, the *Frey* Record was identical to that of *Martin*.

222431

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE COURT OF COMMON PLEAS
BEAUFORT COUNTY
FOURTEENTH JUDICIAL CIRCUIT

J. Ernest Kinard, Jr., Judge

Appellate Case No. 2015-000002

The Callawassie Island Members Club, Inc.,

Respondent,

v.

Michael J. Frey and Grace I. Frey,

Defendants,

Of Whom Michael J. Frey is the Appellant.

RECORD ON APPEAL
Volume 2 of 4

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
THE CALLAWASSIE ISLAND
MEMBERS CLUB, INC.,

Plaintiff,

v.

MICHAEL J. FREY and GRACE
I. FREY,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2012-CP-07-03209

AFFIDAVIT OF JEFF SPENCER

PERSONALLY appeared before the undersigned Notary Public Jeff Spencer, General Manager of The Callawassie Island Members Club, Inc. (hereinafter sometimes referred to as "The Callawassie Island Members Club" or "CIMC"), Plaintiff in the above-captioned matter, who having first been duly sworn, deposes and on oath says:

1. That as General Manager of The Callawassie Island Members Club, I am familiar with and have personal knowledge of the files and records associated with the membership which is the subject of this action and I have reviewed the account information and records of CIMC kept in the ordinary course of business reflecting the debits and credits relating to this matter and have reviewed the various governing documents.

2. That as of January 31, 2014, the Defendants are indebted to the Plaintiff for the total amount of Fifty Three Thousand Four Hundred Sixty-Three and 93/100 (\$53,463.92) Dollars for unpaid dues, fees, assessments and other charges as shown on the statement attached to this affidavit as Exhibit "A". That the dues, fees, assessments and other charges are in the nature of continuing contractual obligations and unpaid dues, fees, assessments and other charges, including interest at the rate of one and one-half (1.5%) percent per month, continue to accrue. Said amount does not include attorney's fees and other costs of collection which are also due and which are addressed in a separate affidavit.

CIVIL ACTION NO. 2012-CP-07-03209
AFFIDAVIT OF JEFF SPENCER

3. In applying for and contracting to purchase a membership from The Callawassie Island Club, Inc., Plaintiff's predecessor in interest, and, further, in subsequently purchasing said membership, the Defendants agreed to a continuing contractual obligation to pay such dues, fees and charges established from time to time and to keep the memberships in good standing. Defendants also agreed that their membership would be governed by the Plan for the Offering of Memberships in The Callawassie Island Club, dated April 1, 1994, as same may be amended from time to time ("Plan"). Additionally, Defendants agreed that their membership would be governed by the General Club Rules and that any payments would be billed in accordance with the customary billing and collection procedure of the The Callawassie Island Club, Inc.

4. The Defendants also agreed to release and hold The Callawassie Island Club, Inc. harmless from any claims, demands or actions they might have because of the Membership Purchase Agreement, the Application for Membership, or any subsequent acts or omissions suspending or terminating the membership.

5. The Defendants were provided notice to satisfy their delinquent account, but have failed or refused to satisfy their continuing obligations to CIMC.

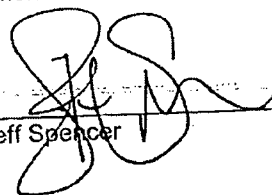
6. CIMC has demanded payment of the amounts due, but the Defendants have failed and refused to pay said delinquent amounts, and the Defendants are in breach and default of the agreements and covenants under the applicable documents, including but not limited to the The Callawassie Island Club Application for Membership and The Callawassie Island Club Membership Purchase Agreement; as well as the Plan, the By-Laws and the General Club Rules, as they may be amended from time to time.

CIVIL ACTION NO. 2012-CP-07-03209
AFFIDAVIT OF JEFF SPENCER

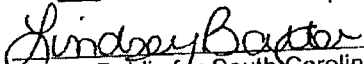
7. The fact that CIMC has been forced, owing to non-payment, to suspend the Defendants' membership rights and privileges pursuant to the applicable documents is unrelated to the Defendants' continuing obligation to maintain the memberships in good standing and pay the associated dues, fees, assessments and other charges.

8. The suspension of membership privileges does not relieve the Defendants' of their obligation to continue paying dues, fees and assessments until such time as their membership is reissued to a new member in accordance with the Plan, as amended.

FURTHER DEPONENT SAYETH NOT.


Jeff Spencer

SWORN to AND SUBSCRIBED before me
this 31 day of March, 2014.

 (L.S.)
Notary Public for South Carolina
My Commission expires: September 5, 2016

01 - Callawassie Island Club
Member History Nov 01/07 - Feb 27/14

02774 - Mr. Michael Frey
202 Cedar Street
Cedar Grove NJ 07009

Main Phone : 201-857-0921

Alt. Phone :

Status : S

Date	Chit/Inv	Description	Charges	Tax/Grat	Amount	
		Balance Fwd			1,611.96	1,611.96
Nov30/07	SJ7257/57	Monthly Dues	338.00	-	338.00	1,949.96
Nov30/07	SJ7257/57	Club Amenities	50.00	-	50.00	1,999.96
Nov30/07	SJ7273/73	Finance Charge	24.17	-	24.17	2,024.13
Dec26/07	7231/71	Ref. 7231 - Pa			(1,611.96)	412.17
Dec31/07	SJ7288/88	Monthly Dues	364.00	-	364.00	776.17
Dec31/07	SJ7288/88	Club Amenities	50.00	-	50.00	826.17
Dec31/07	SJ7288/88	Annual Food &	300.00	-	300.00	1,126.17
Dec31/07	SJ7310/10	Finance Charge	6.18	-	6.18	1,132.35
Jan31/08	SJ7309/09	Monthly Dues	364.00	-	364.00	1,496.35
Jan31/08	SJ7319/19	Club Amenities	50.00	-	50.00	1,546.35
Jan31/08	SJ7319/19	Finance Charge	16.98	-	16.98	1,563.33
Jan31/08	SJ7328/28	Monthly Dues	364.00	-	364.00	1,927.33
Feb29/08	SJ7339/39	Club Amenities	50.00	-	50.00	1,977.33
Feb29/08	SJ7339/39	Finance Charge	50.00	-	50.00	2,027.33
Feb29/08	SJ7341/41	Golf Course Re	23.44	-	23.44	2,050.77
Feb29/08	SJ7352/52	Finance Charge	364.00	-	364.00	2,414.77
Mar31/08	SJ7363/63	Monthly Dues	50.00	-	50.00	2,464.77
Mar31/08	SJ7363/63	Club Amenities	50.00	-	50.00	2,514.77
Mar31/08	SJ7363/63	Golf Course Re	30.75	-	30.75	2,545.52
Mar31/08	SJ7380/80	Finance Charge	364.00	-	364.00	2,909.52
Apr30/08	SJ7395/95	Monthly Dues	50.00	-	50.00	2,959.52
Apr30/08	SJ7395/95	Club Amenities	50.00	-	50.00	3,009.52
Apr30/08	SJ7395/95	Golf Course Re	38.17	-	38.17	3,047.69
Apr30/08	SJ7414/14	Finance Charge	364.00	-	364.00	3,411.69
May31/08	SJ7430/30	Monthly Dues	50.00	-	50.00	3,461.69
May31/08	SJ7430/30	Club Amenities	50.00	-	50.00	3,511.69
May31/08	SJ7430/30	Golf Course Re	45.70	-	45.70	3,557.39
May31/08	SJ7438/38	Finance Charge	45.70	-	(500.00)	3,057.39
Jun24/08	7555/35	Ref. 7555 - Pa			364.00	3,421.39
Jun30/08	SJ7446/46	Monthly Dues	364.00	-	364.00	3,471.39
Jun30/08	SJ7446/46	Club Amenities	50.00	-	50.00	3,521.39
Jun30/08	SJ7446/46	Golf Course Re	45.85	-	45.85	3,567.24
Jun30/08	SJ7454/54	Finance Charge	45.85	-	364.00	3,931.24
Jul31/08	SJ7465/65	Monthly Dues	364.00	-	50.00	3,981.24
Jul31/08	SJ7465/65	Club Amenities	50.00	-	50.00	4,031.24
Jul31/08	SJ7465/65	Golf Course Re	50.00	-	50.00	4,081.24
Jul31/08	SJ7465/65	Finance Charge	53.50	-	53.50	4,084.74
Jul31/08	SJ7482/82	Ref. 7590 - Pa			(1,000.00)	3,084.74
Aug25/08	7590/63	Monthly Dues	364.00	-	364.00	3,448.74
Aug31/08	SJ7495/95	Club Amenities	50.00	-	50.00	3,498.74
Aug31/08	SJ7495/95	Golf Course Re	50.00	-	50.00	3,548.74
Aug31/08	SJ7495/95	Finance Charge	46.27	-	46.27	3,595.01
Aug31/08	SJ7504/04	Monthly Dues	364.00	-	364.00	3,959.01
Sep30/08	SJ7510/10	Club Amenities	50.00	-	50.00	4,009.01
Sep30/08	SJ7510/10	Golf Course Re	50.00	-	50.00	4,059.01
Sep30/08	SJ7510/10	Finance Charge	53.92	-	53.92	4,112.93
Sep30/08	SJ7521/21	Monthly Dues	364.00	-	364.00	4,476.93
Oct31/08	SJ7534/34	Club Amenities	50.00	-	50.00	4,526.93
Oct31/08	SJ7534/34	Golf Course Re	50.00	-	50.00	4,576.93
Oct31/08	SJ7534/34	Finance Charge	61.69	-	61.69	4,638.62

EXHIBIT A

Nov30/08	SJ7561/61	Monthly Dues	364.00	-	364.00	5,002.62
Nov30/08	SJ7561/61	Club Amenities	50.00	-	50.00	5,052.62
Nov30/08	SJ7561/61	Golf Course Re	50.00	-	50.00	5,102.62
Nov30/08	SJ7574/74	Finance Charge	69.58	-	69.58	5,172.20
Dec31/08	SJ7587/87	Monthly Dues	382.00	-	382.00	5,554.20
Dec31/08	SJ7587/87	Club Amenities	50.00	-	50.00	5,604.20
Dec31/08	SJ7587/87	Golf Course Re	50.00	-	50.00	5,654.20
Dec31/08	SJ7587/87	Golf Deficit A	7.00	-	7.00	5,661.20
Dec31/08	SJ7588/88	Annual Food &	300.00	-	300.00	5,961.20
Dec31/08	SJ7594/94	Finance Charge	77.58	-	77.58	6,038.78
Jan31/09	SJ7611/11	Monthly Dues	382.00	-	382.00	6,420.78
Jan31/09	SJ7611/11	Club Amenities	50.00	-	50.00	6,470.78
Jan31/09	SJ7611/11	Golf Course Re	50.00	-	50.00	6,520.78
Jan31/09	SJ7611/11	Golf Deficit A	7.00	-	7.00	6,527.78
Jan31/09	SJ7631/31	Finance Charge	90.58	-	90.58	6,618.36
Feb28/09	SJ7640/40	Monthly Dues	382.00	-	382.00	7,000.36
Feb28/09	SJ7640/40	Club Amenities	50.00	-	50.00	7,050.36
Feb28/09	SJ7640/40	Golf Course Re	50.00	-	50.00	7,100.36
Feb28/09	SJ7640/40	Golf Deficit A	7.00	-	7.00	7,107.36
Feb28/09	SJ7651/51	Finance Charge	99.28	-	99.28	7,206.64
Mar31/09	SJ7665/65	Monthly Dues	382.00	-	382.00	7,588.64
Mar31/09	SJ7665/65	Club Amenities	50.00	-	50.00	7,638.64
Mar31/09	SJ7665/65	Golf Course Re	50.00	-	50.00	7,688.64
Mar31/09	SJ7665/65	Golf Deficit A	7.00	-	7.00	7,695.64
Mar31/09	SJ7671/71	Finance Charge	108.11	-	108.11	7,803.75
Apr30/09	SJ7681/81	Monthly Dues	382.00	-	382.00	8,185.75
Apr30/09	SJ7681/81	Club Amenities	50.00	-	50.00	8,235.75
Apr30/09	SJ7681/81	Golf Course Re	50.00	-	50.00	8,285.75
Apr30/09	SJ7681/81	Golf Deficit A	7.00	-	7.00	8,292.75
Apr30/09	SJ7693/93	Finance Charge	117.07	-	117.07	8,409.82
May31/09	SJ7704/04	Monthly Dues	382.00	-	382.00	8,791.82
May31/09	SJ7704/04	Club Amenities	50.00	-	50.00	8,841.82
May31/09	SJ7704/04	Golf Course Re	50.00	-	50.00	8,891.82
May31/09	SJ7704/04	Golf Deficit A	7.00	-	7.00	8,898.82
May31/09	SJ7721/21	Finance Charge	126.17	-	126.17	9,024.99
Jun30/09	SJ7730/30	Monthly Dues	382.00	-	382.00	9,406.99
Jun30/09	SJ7730/30	Club Amenities	50.00	-	50.00	9,456.99
Jun30/09	SJ7730/30	Golf Course Re	50.00	-	50.00	9,506.99
Jun30/09	SJ7730/30	Golf Deficit A	7.00	-	7.00	9,513.99
Jun30/09	SJ7740/40	Finance Charge	135.40	-	135.40	9,649.39
Jul24/09	7874/91	Ref. 7874 - Pa		-	(6,038.78)	3,610.61
Jul31/09	SJ7752/52	Monthly Dues	382.00	-	382.00	3,992.61
Jul31/09	SJ7752/52	Club Amenities	50.00	-	50.00	4,042.61
Jul31/09	SJ7752/52	Golf Course Re	50.00	-	50.00	4,092.61
Jul31/09	SJ7752/52	Golf Deficit A	7.00	-	7.00	4,099.61
Jul31/09	SJ7763/63	Finance Charge	54.19	-	54.19	4,153.80
Aug31/09	SJ7775/75	Monthly Dues	382.00	-	382.00	4,535.80
Aug31/09	SJ7775/75	Club Amenities	50.00	-	50.00	4,585.80
Aug31/09	SJ7775/75	Golf Course Re	50.00	-	50.00	4,635.80
Aug31/09	SJ7775/75	Golf Deficit A	7.00	-	7.00	4,642.80
Aug31/09	SJ7783/83	Finance Charge	62.34	-	62.34	4,705.14
Sep30/09	SJ7793/93	Monthly Dues	382.00	-	382.00	5,087.14
Sep30/09	SJ7793/93	Club Amenities	50.00	-	50.00	5,137.14
Sep30/09	SJ7793/93	Golf Course Re	50.00	-	50.00	5,187.14
Sep30/09	SJ7793/93	Golf Deficit A	7.00	-	7.00	5,194.14
Sep30/09	SJ7798/98	Finance Charge	70.62	-	70.62	5,264.76
Oct31/09	SJ7802/02	Monthly Dues	382.00	-	382.00	5,646.76

Oct31/09	SJ7802/02	Club Amenities	50.00	-	50.00	5,696.76
Oct31/09	SJ7802/02	Golf Course Re	50.00	-	50.00	5,746.76
Oct31/09	SJ7802/02	Golf Deficit A	7.00	-	7.00	5,753.76
Oct31/09	SJ7817/17	Finance Charge	79.02	-	79.02	5,832.78
Nov30/09	SJ7829/29	Monthly Dues	382.00	-	382.00	6,214.78
Nov30/09	SJ7829/29	Club Amenities	50.00	-	50.00	6,264.78
Nov30/09	SJ7829/29	Golf Course Re	50.00	-	50.00	6,314.78
Nov30/09	SJ7829/29	Golf Deficit A	7.00	-	7.00	6,321.78
Nov30/09	SJ7844/44	Finance Charge	87.55	-	87.55	6,409.33
Dec31/09	SJ7860/60	Monthly Dues	402.00	-	402.00	6,811.33
Dec31/09	SJ7860/60	Club Amenities	50.00	-	50.00	6,861.33
Dec31/09	SJ7860/60	Golf Course Re	50.00	-	50.00	6,911.33
Dec31/09	SJ7878/78	Annual Food &	500.00	-	500.00	7,411.33
Dec31/09	SJ7883/83	Finance Charge	96.20	-	96.20	7,507.53
Jan31/10	SJ7896/96	Monthly Dues	402.00	-	402.00	7,909.53
Jan31/10	SJ7896/96	Club Amenities	50.00	-	50.00	7,959.53
Jan31/10	SJ7896/96	Golf Course Re	50.00	-	50.00	8,009.53
Jan31/10	SJ7896/96	GNR Deficit As	191.67	-	191.67	8,201.20
Jan31/10	SJ7904/04	Finance Charge	112.67	-	112.67	8,313.87
Feb28/10	SJ7917/17	Monthly Dues	402.00	-	402.00	8,715.87
Feb28/10	SJ7917/17	Club Amenities	50.00	-	50.00	8,765.87
Feb28/10	SJ7917/17	Golf Course Re	50.00	-	50.00	8,815.87
Feb28/10	SJ7917/17	GNR Deficit As	191.67	-	191.67	9,007.54
Feb28/10	SJ7924/24	Finance Charge	124.77	-	124.77	9,132.31
Mar31/10	SJ7931/31	Monthly Dues	402.00	-	402.00	9,534.31
Mar31/10	SJ7931/31	Club Amenities	50.00	-	50.00	9,584.31
Mar31/10	SJ7931/31	Golf Course Re	50.00	-	50.00	9,584.31
Mar31/10	SJ7931/31	GNR Deficit As	191.66	-	191.66	9,634.31
Mar31/10	SJ7940/40	Finance Charge	137.05	-	137.05	9,825.97
Apr30/10	SJ7950/50	Monthly Dues	402.00	-	402.00	9,963.02
Apr30/10	SJ7950/50	Club Amenities	50.00	-	50.00	10,365.02
Apr30/10	SJ7950/50	Golf Course Re	50.00	-	50.00	10,415.02
Apr30/10	SJ7967/67	Finance Charge	149.51	-	149.51	10,465.02
May31/10	SJ7972/72	Monthly Dues	402.00	-	402.00	10,614.53
May31/10	SJ7972/72	Club Amenities	50.00	-	50.00	11,016.53
May31/10	SJ7972/72	Golf Course Re	50.00	-	50.00	11,066.53
May31/10	SJ7989/89	Finance Charge	159.28	-	159.28	11,116.53
Jun30/10	SJ7996/96	Monthly Dues	402.00	-	402.00	11,275.81
Jun30/10	SJ7996/96	Club Amenities	50.00	-	50.00	11,677.81
Jun30/10	SJ7996/96	Golf Course Re	50.00	-	50.00	11,727.81
Jun30/10	SJ8009/09	Finance Charge	169.20	-	169.20	11,777.81
Jul27/10	8493/28	Ref. 8493 - Pa		-	(500.00)	11,947.01
Jul31/10	SJ8021/21	Monthly Dues	402.00	-	402.00	11,447.01
Jul31/10	SJ8021/21	Club Amenities	50.00	-	50.00	11,849.01
Jul31/10	SJ8021/21	Golf Course Re	50.00	-	50.00	11,899.01
Jul31/10	SJ8034/34	Finance Charge	171.76	-	171.76	11,949.01
Aug31/10	SJ8042/42	Monthly Dues	402.00	-	402.00	12,120.77
Aug31/10	SJ8042/42	Club Amenities	50.00	-	50.00	12,522.77
Aug31/10	SJ8042/42	Golf Course Re	50.00	-	50.00	12,572.77
Aug31/10	SJ8056/56	Finance Charge	181.87	-	181.87	12,622.77
Sep30/10	SJ8080/80	Monthly Dues	402.00	-	402.00	12,804.64
Sep30/10	SJ8080/80	Club Amenities	50.00	-	50.00	13,206.64
Sep30/10	SJ8080/80	Golf Course Re	50.00	-	50.00	13,256.64
Sep30/10	SJ8084/84	Finance Charge	192.13	-	192.13	13,306.64
Oct31/10	SJ8105/05	Monthly Dues	402.00	-	402.00	13,498.77
Oct31/10	SJ8105/05	Club Amenities	50.00	-	50.00	13,900.77
Oct31/10	SJ8105/05	Golf Course Re	50.00	-	50.00	13,950.77
				-		14,000.77

Oct31/10	SJ8110/10	Finance Charge	202.54	-	202.54	14,203.31	
Nov30/10	SJ8139/39	Monthly Dues	402.00	-	402.00	14,605.31	
Nov30/10	SJ8139/39	Club Amenities	50.00	-	50.00	14,655.31	
Nov30/10	SJ8139/39	Golf Course Re	50.00	-	50.00	14,705.31	
Nov30/10	SJ8144/44	Finance Charge	213.11	-	213.11	14,918.42	
Dec31/10	SJ8177/77	Monthly Dues	450.00	-	450.00	15,368.42	
Dec31/10	SJ8177/77	Club Amenities	50.00	-	50.00	15,418.42	
Dec31/10	SJ8177/77	Golf Course Re	50.00	-	50.00	15,468.42	
Dec31/10	SJ8180/80	Annual Food &	500.00	-	500.00	15,968.42	
Dec31/10	SJ8179/79	Finance Charge	223.84	-	223.84	16,192.26	
Jan31/11	SJ8209/09	Monthly Dues	450.00	-	450.00	16,642.26	
Jan31/11	SJ8209/09	Club Amenities	50.00	-	50.00	16,692.26	
Jan31/11	SJ8209/09	Golf Course Re	50.00	-	50.00	16,742.26	
Jan31/11	SJ8209/09	GNR Deficit As	191.67	-	191.67	16,933.93	
Jan31/11	SJ8209/10	Monthly Dues	(450.00)	-	(450.00)	16,483.93	
Jan31/11	SJ8209/10	Club Amenities	(50.00)	-	(50.00)	16,433.93	
Jan31/11	SJ8209/10	Golf Course Re	(50.00)	-	(50.00)	16,383.93	
Jan31/11	SJ8209/10	GNR Deficit As	(191.67)	-	(191.67)	16,192.26	
Jan31/11	SJ8211/11	Monthly Dues	450.00	-	450.00	16,642.26	
Jan31/11	SJ8211/11	Club Amenities	50.00	-	50.00	16,692.26	
Jan31/11	SJ8211/11	Golf Course Re	50.00	-	50.00	16,742.26	242.88
Jan31/11	SJ8212/12	Finance Charge	242.88	-	242.88	16,985.14	
Feb28/11	SJ8234/34	Monthly Dues	450.00	-	450.00	17,435.14	
Feb28/11	SJ8234/34	Club Amenities	50.00	-	50.00	17,485.14	
Feb28/11	SJ8234/34	Golf Course Re	50.00	-	50.00	17,535.14	254.78
Feb28/11	SJ8233/33	Finance Charge	254.78	-	254.78	17,789.92	
Mar31/11	SJ8267/67	Monthly Dues	450.00	-	450.00	18,239.92	
Mar31/11	SJ8267/67	Club Amenities	50.00	-	50.00	18,289.92	
Mar31/11	SJ8267/67	Golf Course Re	50.00	-	50.00	18,339.92	266.85
Mar31/11	SJ8270/70	Finance Charge	266.85	-	266.85	18,606.77	
Apr19/11	8838/22	Ref. 8838 - Pa		-	(1,000.00)	17,606.77	
Apr30/11	SJ8295/95	Monthly Dues	450.00	-	450.00	18,056.77	
Apr30/11	SJ8295/95	Club Amenities	50.00	-	50.00	18,106.77	
Apr30/11	SJ8295/95	Golf Course Re	50.00	-	50.00	18,156.77	
Apr30/11	SJ8295/96	Monthly Dues	(450.00)	-	(450.00)	17,706.77	
Apr30/11	SJ8295/96	Club Amenities	(50.00)	-	(50.00)	17,656.77	
Apr30/11	SJ8295/96	Golf Course Re	(50.00)	-	(50.00)	17,606.77	
Apr30/11	SJ8297/97	Monthly Dues	450.00	-	450.00	18,056.77	
Apr30/11	SJ8297/97	Club Amenities	50.00	-	50.00	18,106.77	
Apr30/11	SJ8297/97	Golf Course Re	50.00	-	50.00	18,156.77	264.10
Apr30/11	SJ8299/99	Finance Charge	264.10	-	264.10	18,420.87	
May31/11	SJ8314/14	Monthly Dues	450.00	-	450.00	18,870.87	
May31/11	SJ8314/14	Club Amenities	50.00	-	50.00	18,920.87	
May31/11	SJ8314/14	Golf Course Re	50.00	-	50.00	18,970.87	276.31
May31/11	SJ8330/30	Finance Charge	276.31	-	276.31	19,247.18	
Jun30/11	SJ8351/51	Monthly Dues	450.00	-	450.00	19,697.18	
Jun30/11	SJ8351/51	Club Amenities	50.00	-	50.00	19,747.18	
Jun30/11	SJ8351/51	Golf Course Re	50.00	-	50.00	19,797.18	288.71
Jun30/11	SJ8353/53	Finance Charge	288.71	-	288.71	20,085.89	
Jul19/11	2774/64	Ref. 2774 - Pa		-	(2,000.00)	18,085.89	
Jul31/11	SJ8380/80	Monthly Dues	450.00	-	450.00	18,535.89	
Jul31/11	SJ8380/80	Club Amenities	50.00	-	50.00	18,585.89	
Jul31/11	SJ8380/80	Golf Course Re	50.00	-	50.00	18,635.89	271.29
Jul31/11	SJ8387/87	Finance Charge	271.29	-	271.29	18,907.18	
Aug31/11	SJ8409/09	Monthly Dues	450.00	-	450.00	19,357.18	
Aug31/11	SJ8409/09	Club Amenities	50.00	-	50.00	19,407.18	
Aug31/11	SJ8409/09	Golf Course Re	50.00	-	50.00	19,457.18	283.61

Aug31/11	SJ8411/11	Finance Charge	283.61	-	283.61	19,740.79	
Sep09/11	8990/84	Ref. 8990 - Pa		-	(1,000.00)	18,740.79	
Sep30/11	SJ8429/29	Monthly Dues	450.00	-	450.00	19,190.79	
Sep30/11	SJ8429/29	Club Amenities	50.00	-	50.00	19,240.79	
Sep30/11	SJ8429/29	Golf Course Re	50.00	-	50.00	19,290.79	281.11
Sep30/11	SJ8430/30	Finance Charge	281.11	-	281.11	19,571.90	
Oct31/11	SJ8454/54	Monthly Dues	450.00	-	450.00	20,021.90	
Oct31/11	SJ8454/54	Club Amenities	50.00	-	50.00	20,071.90	
Oct31/11	SJ8454/54	Golf Course Re	50.00	-	50.00	20,121.90	293.58
Oct31/11	SJ8458/58	Finance Charge	293.58	-	293.58	20,415.48	
Nov18/11	9066/22	Ref. 9066 - Pa		-	(1,000.00)	19,415.48	
Nov30/11	SJ8480/80	Monthly Dues	450.00	-	450.00	19,865.48	
Nov30/11	SJ8480/80	Club Amenities	50.00	-	50.00	19,915.48	
Nov30/11	SJ8480/80	Golf Course Re	50.00	-	50.00	19,965.48	291.23
Nov30/11	SJ8482/82	Finance Charge	291.23	-	291.23	20,256.71	
Dec31/11	SJ8508/08	Monthly Dues	472.00	-	472.00	20,728.71	
Dec31/11	SJ8508/08	Club Amenities	50.00	-	50.00	20,778.71	
Dec31/11	SJ8508/08	Golf Course Re	50.00	-	50.00	20,828.71	303.85
Dec31/11	SJ8510/10	Finance Charge	303.85	-	303.85	21,132.56	
Jan01/12	SJ8511/11	Annual Food &	500.00	-	500.00	21,632.56	
Jan31/12	SJ8532/32	Monthly Dues	472.00	-	472.00	22,104.56	
Jan31/12	SJ8532/32	Club Amenities	50.00	-	50.00	22,154.56	
Jan31/12	SJ8532/32	Golf Course Re	50.00	-	50.00	22,204.56	316.99
Jan31/12	SJ8529/29	Finance Charge	316.99	-	316.99	22,521.55	
Feb29/12	SJ8555/55	Monthly Dues	472.00	-	472.00	22,993.55	
Feb29/12	SJ8555/55	Club Amenities	50.00	-	50.00	23,043.55	
Feb29/12	SJ8555/55	Golf Course Re	50.00	-	50.00	23,093.55	337.82
Feb29/12	SJ8557/57	Finance Charge	337.82	-	337.82	23,431.37	
Mar31/12	SJ8577/77	Monthly Dues	472.00	-	472.00	23,903.37	
Mar31/12	SJ8577/77	Club Amenities	50.00	-	50.00	23,953.37	
Mar31/12	SJ8577/77	Golf Course Re	50.00	-	50.00	24,003.37	351.47
Mar31/12	SJ8579/79	Finance Charge	351.47	-	351.47	24,354.84	
Apr30/12	SJ8601/01	Monthly Dues	472.00	-	472.00	24,826.84	
Apr30/12	SJ8601/01	Club Amenities	50.00	-	50.00	24,876.84	
Apr30/12	SJ8601/01	Golf Course Re	50.00	-	50.00	24,926.84	365.32
Apr30/12	SJ8604/04	Finance Charge	365.32	-	365.32	25,292.17	
May31/12	SJ8621/21	Monthly Dues	472.00	-	472.00	25,764.17	
May31/12	SJ8621/21	Club Amenities	50.00	-	50.00	25,814.17	
May31/12	SJ8621/21	Golf Course Re	50.00	-	50.00	25,864.17	379.38
May31/12	SJ8626/26	Finance Charge	379.38	-	379.38	26,243.55	
Jun30/12	SJ8651/51	Monthly Dues	472.00	-	472.00	26,715.55	
Jun30/12	SJ8651/51	Club Amenities	50.00	-	50.00	26,765.55	
Jun30/12	SJ8651/51	Golf Course Re	50.00	-	50.00	26,815.55	393.65
Jun30/12	SJ8654/54	Finance Charge	393.65	-	393.65	27,209.20	
Jul31/12	SJ8671/71	Monthly Dues	472.00	-	472.00	27,681.20	
Jul31/12	SJ8671/71	Club Amenities	50.00	-	50.00	27,731.20	
Jul31/12	SJ8671/71	Golf Course Re	50.00	-	50.00	27,781.20	408.14
Jul31/12	SJ8678/78	Finance Charge	408.14	-	408.14	28,189.34	
Aug31/12	SJ8696/96	Monthly Dues	472.00	-	472.00	28,661.34	
Aug31/12	SJ8696/96	Club Amenities	50.00	-	50.00	28,711.34	
Aug31/12	SJ8696/96	Golf Course Re	50.00	-	50.00	28,761.34	422.84
Aug31/12	SJ8704/04	Finance Charge	422.84	-	422.84	29,184.18	
Sep30/12	SJ8728/28	Monthly Dues	472.00	-	472.00	29,656.18	
Sep30/12	SJ8728/28	Club Amenities	50.00	-	50.00	29,706.18	
Sep30/12	SJ8728/28	Golf Course Re	50.00	-	50.00	29,756.18	437.76
Sep30/12	SJ8730/30	Finance Charge	437.76	-	437.76	30,193.94	
Oct31/12	SJ8752/52	Monthly Dues	472.00	-	472.00	30,665.94	

Oct31/12	SJ8752/52	Club Amenities	50.00	-	50.00	30,715.94	
Oct31/12	SJ8752/52	Golf Course Re	50.00	-	50.00	30,765.94	452.91
Oct31/12	SJ8754/54	Finance Charge	452.91	-	452.91	31,218.85	
Nov30/12	SJ8770/70	Monthly Dues	472.00	-	472.00	31,690.85	
Nov30/12	SJ8770/70	Club Amenities	50.00	-	50.00	31,740.85	
Nov30/12	SJ8770/70	Golf Course Re	50.00	-	50.00	31,790.85	
Nov30/12	SJ8770/70	Golf Capital A	900.00	-	900.00	32,690.85	468.28
Nov30/12	SJ8791/91	Finance Charge	468.28	-	468.28	33,159.13	
Dec31/12	SJ8808/08	Monthly Dues	472.00	-	472.00	33,631.13	
Dec31/12	SJ8808/08	Club Amenities	50.00	-	50.00	33,681.13	
Dec31/12	SJ8808/08	Golf Course Re	50.00	-	50.00	33,731.13	
Dec31/12	SJ8830/30	Annual Food &	500.00	-	500.00	34,231.13	497.39
Dec31/12	SJ8827/27	Finance Charge	497.39	-	497.39	34,728.52	
Jan31/13	SJ8866/66	Monthly Dues	472.00	-	472.00	35,200.52	
Jan31/13	SJ8866/66	Club Amenities	50.00	-	50.00	35,250.52	
Jan31/13	SJ8866/66	Golf Course Re	50.00	-	50.00	35,300.52	520.93
Jan31/13	SJ8866/66	Golf Course Re	50.00	-	50.00	35,821.45	
Jan31/13	SJ8869/69	Finance Charge	520.93	-	520.93	36,293.45	
Feb28/13	SJ8877/77	Monthly Dues	472.00	-	472.00	36,343.45	
Feb28/13	SJ8877/77	Club Amenities	50.00	-	50.00	36,393.45	537.32
Feb28/13	SJ8877/77	Golf Course Re	50.00	-	50.00	36,930.77	
Feb28/13	SJ8890/90	Finance Charge	537.32	-	537.32	37,402.77	
Mar31/13	SJ8906/06	Monthly Dues	472.00	-	472.00	37,452.77	
Mar31/13	SJ8906/06	Club Amenities	50.00	-	50.00	37,502.77	553.96
Mar31/13	SJ8906/06	Golf Course Re	50.00	-	50.00	38,056.73	
Mar31/13	SJ8929/29	Finance Charge	553.96	-	553.96	37,502.77	
Mar31/13	SJ8929/31	Finance Charge	(553.96)	-	(553.96)	38,056.73	
Mar31/13	SJ8936/36	Finance Charge	553.96	-	553.96	38,056.73	
Mar31/13	AutoAdjust	Auto Account A	-	-	-	38,528.73	
Apr30/13	SJ8985/85	Monthly Dues	472.00	-	472.00	38,578.73	
Apr30/13	SJ8985/85	Club Amenities	50.00	-	50.00	38,628.73	570.85
Apr30/13	SJ8985/85	Golf Course Re	50.00	-	50.00	39,199.58	
Apr30/13	SJ8989/89	Finance Charge	570.85	-	570.85	39,671.58	
May31/13	SJ9015/15	Monthly Dues	472.00	-	472.00	39,721.58	
May31/13	SJ9015/15	Club Amenities	50.00	-	50.00	39,771.58	
May31/13	SJ9015/15	Golf Course Re	50.00	-	50.00	40,671.58	587.99
May31/13	SJ9015/15	Golf Capital A	900.00	-	900.00	41,259.58	
May31/13	SJ9017/17	Finance Charge	587.99	-	587.99	41,731.58	
Jun30/13	SJ9041/41	Monthly Dues	472.00	-	472.00	41,781.58	
Jun30/13	SJ9041/41	Club Amenities	50.00	-	50.00	41,831.58	618.89
Jun30/13	SJ9041/41	Golf Course Re	50.00	-	50.00	42,450.47	
Jun30/13	SJ9043/43	Finance Charge	618.89	-	618.89	42,922.47	
Jul31/13	SJ9078/78	Monthly Dues	472.00	-	472.00	42,972.47	
Jul31/13	SJ9078/78	Club Amenities	50.00	-	50.00	43,022.47	636.76
Jul31/13	SJ9078/78	Golf Course Re	50.00	-	50.00	43,659.23	
Jul31/13	SJ9080/80	Finance Charge	636.76	-	636.76	44,131.23	
Aug31/13	SJ9103/03	Monthly Dues	472.00	-	472.00	44,181.23	
Aug31/13	SJ9103/03	Club Amenities	50.00	-	50.00	44,231.23	654.89
Aug31/13	SJ9103/03	Golf Course Re	50.00	-	50.00	44,886.12	
Aug31/13	SJ9106/06	Finance Charge	654.89	-	654.89	45,358.12	
Sep30/13	SJ9130/30	Monthly Dues	472.00	-	472.00	45,408.12	
Sep30/13	SJ9130/30	Club Amenities	50.00	-	50.00	45,458.12	673.29
Sep30/13	SJ9130/30	Golf Course Re	50.00	-	50.00	46,131.41	
Sep30/13	SJ9136/36	Finance Charge	673.29	-	673.29	46,603.41	
Oct31/13	SJ9207/07	Monthly Dues	472.00	-	472.00	46,653.41	
Oct31/13	SJ9207/07	Club Amenities	50.00	-	50.00	46,703.41	691.97
Oct31/13	SJ9207/07	Golf Course Re	50.00	-	50.00	47,395.38	
Oct31/13	SJ9212/12	Finance Charge	691.97	-	691.97		

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

THE CALLAWASSIE ISLAND)
MEMBERS CLUB, INC.,)

Plaintiff,)

v.)

MICHAEL J. FREY and GRACE)
I. FREY,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2012-CP-07-03209

SUPPLEMENTAL AFFIDAVIT
OF JEFF SPENCER

2014 MAY 19 PM 12:38
CLERK OF COURT
BEAUFORT COUNTY, S.C.

PERSONALLY appeared before the undersigned Notary Public Jeff Spencer, General Manager of The Callawassie Island Members Club, Inc. (hereinafter sometimes referred to as "The Callawassie Island Members Club" or "CIMC"), Plaintiff in the above-captioned matter, who having first been duly sworn, deposes and on oath says:

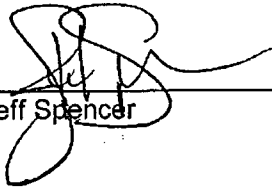
1. That as General Manager of The Callawassie Island Members Club, I am familiar with and have personal knowledge of the files and records associated with the membership which is the subject of this action and I have reviewed the account information and records of CIMC kept in the ordinary course of business reflecting the debits and credits relating to this matter and have reviewed the various governing documents.

2. That as of May 9, 2014, the Defendants are indebted to the Plaintiff for the total amount of Fifty Eight Thousand Seven Hundred Eighty-Four and 23/100 (\$58,744.23) Dollars for unpaid dues, fees, assessments and other charges as shown on the statement attached to this affidavit as Exhibit "A". That the dues, fees, assessments and other charges are in the nature of continuing contractual obligations and unpaid dues, fees, assessments and other charges, including interest at the rate of one and one-half (1.5%) percent per month, continue to accrue. Said amount does not include attorney's fees and other costs of collection which are also due and which are addressed in a separate affidavit.

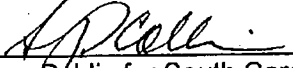
CIVIL ACTION NO. 2012-CP-07-03209
SUPPLEMENTAL AFFIDAVIT OF JEFF SPENCER

3. This Supplemental Affidavit is given for the purpose of updating the amounts currently due from Defendants

FURTHER DEPONENT SAYETH NOT.


Jeff Spencer

SWORN to AND SUBSCRIBED before me
this 16th day of May, 2014.

 (L.S.)
Notary Public for South Carolina
My Commission expires: 6-27-15

01 - Callawassie Island Club
Member History Nov 01/07 - May 09/14

02774 - Mr. Michael Frey
202 Cedar Street
Cedar Grove NJ 07009

Main Phone : 201-857-0921

Alt. Phone :

Status : S

Date	Chit/Inv	Description	Charges	Tax/Grat	Amount	
		Balance Fwd			1,611.96	1,611.96
Nov30/07	SJ7257/57	Monthly Dues	338.00	-	338.00	1,949.96
Nov30/07	SJ7257/57	Club Amenities	50.00	-	50.00	1,999.96
Nov30/07	SJ7273/73	Finance Charge	24.17	-	24.17	2,024.13
Dec26/07	7231/71	Ref. 7231 - Pa			(1,611.96)	412.17
Dec31/07	SJ7288/88	Monthly Dues	364.00	-	364.00	776.17
Dec31/07	SJ7288/88	Club Amenities	50.00	-	50.00	826.17
Dec31/07	SJ7310/10	Annual Food &	300.00	-	300.00	1,126.17
Dec31/07	SJ7309/09	Finance Charge	6.18	-	6.18	1,132.35
Jan31/08	SJ7319/19	Monthly Dues	364.00	-	364.00	1,496.35
Jan31/08	SJ7319/19	Club Amenities	50.00	-	50.00	1,546.35
Jan31/08	SJ7328/28	Finance Charge	16.98	-	16.98	1,563.33
Feb29/08	SJ7339/39	Monthly Dues	364.00	-	364.00	1,927.33
Feb29/08	SJ7339/39	Club Amenities	50.00	-	50.00	1,977.33
Feb29/08	SJ7341/41	Golf Course Re	50.00	-	50.00	2,027.33
Feb29/08	SJ7352/52	Finance Charge	23.44	-	23.44	2,050.77
Mar31/08	SJ7363/63	Monthly Dues	364.00	-	364.00	2,414.77
Mar31/08	SJ7363/63	Club Amenities	50.00	-	50.00	2,464.77
Mar31/08	SJ7363/63	Golf Course Re	50.00	-	50.00	2,514.77
Mar31/08	SJ7380/80	Finance Charge	30.75	-	30.75	2,545.52
Apr30/08	SJ7395/95	Monthly Dues	364.00	-	364.00	2,909.52
Apr30/08	SJ7395/95	Club Amenities	50.00	-	50.00	2,959.52
Apr30/08	SJ7395/95	Golf Course Re	50.00	-	50.00	3,009.52
Apr30/08	SJ7414/14	Finance Charge	38.17	-	38.17	3,047.69
May31/08	SJ7430/30	Monthly Dues	364.00	-	364.00	3,411.69
May31/08	SJ7430/30	Club Amenities	50.00	-	50.00	3,461.69
May31/08	SJ7430/30	Golf Course Re	50.00	-	50.00	3,511.69
May31/08	SJ7438/38	Finance Charge	45.70	-	45.70	3,557.39
Jun24/08	7555/35	Ref. 7555 - Pa			(500.00)	3,057.39
Jun30/08	SJ7446/46	Monthly Dues	364.00	-	364.00	3,421.39
Jun30/08	SJ7446/46	Club Amenities	50.00	-	50.00	3,471.39
Jun30/08	SJ7446/46	Golf Course Re	50.00	-	50.00	3,521.39
Jun30/08	SJ7454/54	Finance Charge	45.85	-	45.85	3,567.24
Jul31/08	SJ7465/65	Monthly Dues	364.00	-	364.00	3,931.24
Jul31/08	SJ7465/65	Club Amenities	50.00	-	50.00	3,981.24
Jul31/08	SJ7465/65	Golf Course Re	50.00	-	50.00	4,031.24
Jul31/08	SJ7482/82	Finance Charge	53.50	-	53.50	4,084.74
Aug25/08	7590/63	Ref. 7590 - Pa			(1,000.00)	3,084.74
Aug31/08	SJ7495/95	Monthly Dues	364.00	-	364.00	3,448.74
Aug31/08	SJ7495/95	Club Amenities	50.00	-	50.00	3,498.74
Aug31/08	SJ7495/95	Golf Course Re	50.00	-	50.00	3,548.74
Aug31/08	SJ7504/04	Finance Charge	46.27	-	46.27	3,595.01
Sep30/08	SJ7510/10	Monthly Dues	364.00	-	364.00	3,959.01
Sep30/08	SJ7510/10	Club Amenities	50.00	-	50.00	4,009.01
Sep30/08	SJ7510/10	Golf Course Re	50.00	-	50.00	4,059.01
Sep30/08	SJ7521/21	Finance Charge	53.92	-	53.92	4,112.93
Oct31/08	SJ7534/34	Monthly Dues	364.00	-	364.00	4,476.93
Oct31/08	SJ7534/34	Club Amenities	50.00	-	50.00	4,526.93
Oct31/08	SJ7534/34	Golf Course Re	50.00	-	50.00	4,576.93
Oct31/08	SJ7548/48	Finance Charge	61.69	-	61.69	4,638.62

EXHIBIT A

Nov30/08	SJ7561/61	Monthly Dues	364.00	-	364.00	5,002.62
Nov30/08	SJ7561/61	Club Amenities	50.00	-	50.00	5,052.62
Nov30/08	SJ7561/61	Golf Course Re	50.00	-	50.00	5,102.62
Nov30/08	SJ7574/74	Finance Charge	69.58	-	69.58	5,172.20
Dec31/08	SJ7587/87	Monthly Dues	382.00	-	382.00	5,554.20
Dec31/08	SJ7587/87	Club Amenities	50.00	-	50.00	5,604.20
Dec31/08	SJ7587/87	Golf Course Re	50.00	-	50.00	5,654.20
Dec31/08	SJ7587/87	Golf Deficit A	7.00	-	7.00	5,661.20
Dec31/08	SJ7588/88	Annual Food &	300.00	-	300.00	5,961.20
Dec31/08	SJ7594/94	Finance Charge	77.58	-	77.58	6,038.78
Jan31/09	SJ7611/11	Monthly Dues	382.00	-	382.00	6,420.78
Jan31/09	SJ7611/11	Club Amenities	50.00	-	50.00	6,470.78
Jan31/09	SJ7611/11	Golf Course Re	50.00	-	50.00	6,520.78
Jan31/09	SJ7611/11	Golf Deficit A	7.00	-	7.00	6,527.78
Jan31/09	SJ7631/31	Finance Charge	90.58	-	90.58	6,618.36
Feb28/09	SJ7640/40	Monthly Dues	382.00	-	382.00	7,000.36
Feb28/09	SJ7640/40	Club Amenities	50.00	-	50.00	7,050.36
Feb28/09	SJ7640/40	Golf Course Re	50.00	-	50.00	7,100.36
Feb28/09	SJ7640/40	Golf Deficit A	7.00	-	7.00	7,107.36
Feb28/09	SJ7651/51	Finance Charge	99.28	-	99.28	7,206.64
Mar31/09	SJ7665/65	Monthly Dues	382.00	-	382.00	7,588.64
Mar31/09	SJ7665/65	Club Amenities	50.00	-	50.00	7,638.64
Mar31/09	SJ7665/65	Golf Course Re	50.00	-	50.00	7,688.64
Mar31/09	SJ7665/65	Golf Deficit A	7.00	-	7.00	7,695.64
Mar31/09	SJ7671/71	Finance Charge	108.11	-	108.11	7,803.75
Apr30/09	SJ7681/81	Monthly Dues	382.00	-	382.00	8,185.75
Apr30/09	SJ7681/81	Club Amenities	50.00	-	50.00	8,235.75
Apr30/09	SJ7681/81	Golf Course Re	50.00	-	50.00	8,285.75
Apr30/09	SJ7681/81	Golf Deficit A	7.00	-	7.00	8,292.75
Apr30/09	SJ7693/93	Finance Charge	117.07	-	117.07	8,409.82
May31/09	SJ7704/04	Monthly Dues	382.00	-	382.00	8,791.82
May31/09	SJ7704/04	Club Amenities	50.00	-	50.00	8,841.82
May31/09	SJ7704/04	Golf Course Re	50.00	-	50.00	8,891.82
May31/09	SJ7704/04	Golf Deficit A	7.00	-	7.00	8,898.82
May31/09	SJ7721/21	Finance Charge	126.17	-	126.17	9,024.99
Jun30/09	SJ7730/30	Monthly Dues	382.00	-	382.00	9,406.99
Jun30/09	SJ7730/30	Club Amenities	50.00	-	50.00	9,456.99
Jun30/09	SJ7730/30	Golf Course Re	50.00	-	50.00	9,506.99
Jun30/09	SJ7730/30	Golf Deficit A	7.00	-	7.00	9,513.99
Jun30/09	SJ7740/40	Finance Charge	135.40	-	135.40	9,649.39
Jul24/09	7874/91	Ref. 7874 - Pa			(6,038.78)	3,610.61
Jul31/09	SJ7752/52	Monthly Dues	382.00	-	382.00	3,992.61
Jul31/09	SJ7752/52	Club Amenities	50.00	-	50.00	4,042.61
Jul31/09	SJ7752/52	Golf Course Re	50.00	-	50.00	4,092.61
Jul31/09	SJ7752/52	Golf Deficit A	7.00	-	7.00	4,099.61
Jul31/09	SJ7763/63	Finance Charge	54.19	-	54.19	4,153.80
Aug31/09	SJ7775/75	Monthly Dues	382.00	-	382.00	4,535.80
Aug31/09	SJ7775/75	Club Amenities	50.00	-	50.00	4,585.80
Aug31/09	SJ7775/75	Golf Course Re	50.00	-	50.00	4,635.80
Aug31/09	SJ7775/75	Golf Deficit A	7.00	-	7.00	4,642.80
Aug31/09	SJ7783/83	Finance Charge	62.34	-	62.34	4,705.14
Sep30/09	SJ7793/93	Monthly Dues	382.00	-	382.00	5,087.14
Sep30/09	SJ7793/93	Club Amenities	50.00	-	50.00	5,137.14
Sep30/09	SJ7793/93	Golf Course Re	50.00	-	50.00	5,187.14
Sep30/09	SJ7793/93	Golf Deficit A	7.00	-	7.00	5,194.14
Sep30/09	SJ7798/98	Finance Charge	70.62	-	70.62	5,264.76
Oct31/09	SJ7802/02	Monthly Dues	382.00	-	382.00	5,646.76

Oct31/09	SJ7802/02	Club Amenities	50.00	-	50.00	5,696.76
Oct31/09	SJ7802/02	Golf Course Re	50.00	-	50.00	5,746.76
Oct31/09	SJ7802/02	Golf Deficit A	7.00	-	7.00	5,753.76
Oct31/09	SJ7817/17	Finance Charge	79.02	-	79.02	5,832.78
Nov30/09	SJ7829/29	Monthly Dues	382.00	-	382.00	6,214.78
Nov30/09	SJ7829/29	Club Amenities	50.00	-	50.00	6,264.78
Nov30/09	SJ7829/29	Golf Course Re	50.00	-	50.00	6,314.78
Nov30/09	SJ7829/29	Golf Deficit A	7.00	-	7.00	6,321.78
Nov30/09	SJ7844/44	Finance Charge	87.55	-	87.55	6,409.33
Dec31/09	SJ7860/60	Monthly Dues	402.00	-	402.00	6,811.33
Dec31/09	SJ7860/60	Club Amenities	50.00	-	50.00	6,861.33
Dec31/09	SJ7860/60	Golf Course Re	50.00	-	50.00	6,911.33
Dec31/09	SJ7878/78	Annual Food &	500.00	-	500.00	7,411.33
Dec31/09	SJ7883/83	Finance Charge	96.20	-	96.20	7,507.53
Jan31/10	SJ7896/96	Monthly Dues	402.00	-	402.00	7,909.53
Jan31/10	SJ7896/96	Club Amenities	50.00	-	50.00	7,959.53
Jan31/10	SJ7896/96	Golf Course Re	50.00	-	50.00	8,009.53
Jan31/10	SJ7896/96	GNR Deficit As	191.67	-	191.67	8,201.20
Jan31/10	SJ7904/04	Finance Charge	112.67	-	112.67	8,313.87
Feb28/10	SJ7917/17	Monthly Dues	402.00	-	402.00	8,715.87
Feb28/10	SJ7917/17	Club Amenities	50.00	-	50.00	8,765.87
Feb28/10	SJ7917/17	Golf Course Re	50.00	-	50.00	8,815.87
Feb28/10	SJ7917/17	GNR Deficit As	191.67	-	191.67	9,007.54
Feb28/10	SJ7924/24	Finance Charge	124.77	-	124.77	9,132.31
Mar31/10	SJ7931/31	Monthly Dues	402.00	-	402.00	9,534.31
Mar31/10	SJ7931/31	Club Amenities	50.00	-	50.00	9,584.31
Mar31/10	SJ7931/31	Golf Course Re	50.00	-	50.00	9,634.31
Mar31/10	SJ7931/31	GNR Deficit As	191.66	-	191.66	9,825.97
Mar31/10	SJ7940/40	Finance Charge	137.05	-	137.05	9,963.02
Apr30/10	SJ7950/50	Monthly Dues	402.00	-	402.00	10,365.02
Apr30/10	SJ7950/50	Club Amenities	50.00	-	50.00	10,415.02
Apr30/10	SJ7950/50	Golf Course Re	50.00	-	50.00	10,465.02
Apr30/10	SJ7967/67	Finance Charge	149.51	-	149.51	10,614.53
May31/10	SJ7972/72	Monthly Dues	402.00	-	402.00	11,016.53
May31/10	SJ7972/72	Club Amenities	50.00	-	50.00	11,066.53
May31/10	SJ7972/72	Golf Course Re	50.00	-	50.00	11,116.53
May31/10	SJ7989/89	Finance Charge	159.28	-	159.28	11,275.81
Jun30/10	SJ7996/96	Monthly Dues	402.00	-	402.00	11,677.81
Jun30/10	SJ7996/96	Club Amenities	50.00	-	50.00	11,727.81
Jun30/10	SJ7996/96	Golf Course Re	50.00	-	50.00	11,777.81
Jun30/10	SJ8009/09	Finance Charge	169.20	-	169.20	11,947.01
Jul27/10	8493/28	Ref. 8493 - Pa			(500.00)	11,447.01
Jul31/10	SJ8021/21	Monthly Dues	402.00	-	402.00	11,849.01
Jul31/10	SJ8021/21	Club Amenities	50.00	-	50.00	11,899.01
Jul31/10	SJ8021/21	Golf Course Re	50.00	-	50.00	11,949.01
Jul31/10	SJ8034/34	Finance Charge	171.76	-	171.76	12,120.77
Aug31/10	SJ8042/42	Monthly Dues	402.00	-	402.00	12,522.77
Aug31/10	SJ8042/42	Club Amenities	50.00	-	50.00	12,572.77
Aug31/10	SJ8042/42	Golf Course Re	50.00	-	50.00	12,622.77
Aug31/10	SJ8056/56	Finance Charge	181.87	-	181.87	12,804.64
Sep30/10	SJ8080/80	Monthly Dues	402.00	-	402.00	13,206.64
Sep30/10	SJ8080/80	Club Amenities	50.00	-	50.00	13,256.64
Sep30/10	SJ8080/80	Golf Course Re	50.00	-	50.00	13,306.64
Sep30/10	SJ8084/84	Finance Charge	192.13	-	192.13	13,498.77
Oct31/10	SJ8105/05	Monthly Dues	402.00	-	402.00	13,900.77
Oct31/10	SJ8105/05	Club Amenities	50.00	-	50.00	13,950.77
Oct31/10	SJ8105/05	Golf Course Re	50.00	-	50.00	14,000.77

Oct31/10	SJ8110/10	Finance Charge	202.54	-	202.54	14,203.31	
Nov30/10	SJ8139/39	Monthly Dues	402.00	-	402.00	14,605.31	
Nov30/10	SJ8139/39	Club Amenities	50.00	-	50.00	14,655.31	
Nov30/10	SJ8139/39	Golf Course Re	50.00	-	50.00	14,705.31	
Nov30/10	SJ8144/44	Finance Charge	213.11	-	213.11	14,918.42	
Dec31/10	SJ8177/77	Monthly Dues	450.00	-	450.00	15,368.42	
Dec31/10	SJ8177/77	Club Amenities	50.00	-	50.00	15,418.42	
Dec31/10	SJ8177/77	Golf Course Re	50.00	-	50.00	15,468.42	
Dec31/10	SJ8180/80	Annual Food &	500.00	-	500.00	15,968.42	
Dec31/10	SJ8179/79	Finance Charge	223.84	-	223.84	16,192.26	
Jan31/11	SJ8209/09	Monthly Dues	450.00	-	450.00	16,642.26	
Jan31/11	SJ8209/09	Club Amenities	50.00	-	50.00	16,692.26	
Jan31/11	SJ8209/09	Golf Course Re	50.00	-	50.00	16,742.26	
Jan31/11	SJ8209/09	GNR Deficit As	191.67	-	191.67	16,933.93	
Jan31/11	SJ8209/10	Monthly Dues	(450.00)	-	(450.00)	16,483.93	
Jan31/11	SJ8209/10	Club Amenities	(50.00)	-	(50.00)	16,433.93	
Jan31/11	SJ8209/10	Golf Course Re	(50.00)	-	(50.00)	16,383.93	
Jan31/11	SJ8209/10	GNR Deficit As	(191.67)	-	(191.67)	16,192.26	
Jan31/11	SJ8211/11	Monthly Dues	450.00	-	450.00	16,642.26	
Jan31/11	SJ8211/11	Club Amenities	50.00	-	50.00	16,692.26	
Jan31/11	SJ8211/11	Golf Course Re	50.00	-	50.00	16,742.26	242.88
Jan31/11	SJ8212/12	Finance Charge	242.88	-	242.88	16,985.14	
Feb28/11	SJ8234/34	Monthly Dues	450.00	-	450.00	17,435.14	
Feb28/11	SJ8234/34	Club Amenities	50.00	-	50.00	17,485.14	
Feb28/11	SJ8234/34	Golf Course Re	50.00	-	50.00	17,535.14	254.78
Feb28/11	SJ8233/33	Finance Charge	254.78	-	254.78	17,789.92	
Mar31/11	SJ8267/67	Monthly Dues	450.00	-	450.00	18,239.92	
Mar31/11	SJ8267/67	Club Amenities	50.00	-	50.00	18,289.92	
Mar31/11	SJ8267/67	Golf Course Re	50.00	-	50.00	18,339.92	266.85
Mar31/11	SJ8270/70	Finance Charge	266.85	-	266.85	18,606.77	
Apr19/11	8838/22	Ref. 8838 - Pa			(1,000.00)	17,606.77	
Apr30/11	SJ8295/95	Monthly Dues	450.00	-	450.00	18,056.77	
Apr30/11	SJ8295/95	Club Amenities	50.00	-	50.00	18,106.77	
Apr30/11	SJ8295/95	Golf Course Re	50.00	-	50.00	18,156.77	
Apr30/11	SJ8295/96	Monthly Dues	(450.00)	-	(450.00)	17,706.77	
Apr30/11	SJ8295/96	Club Amenities	(50.00)	-	(50.00)	17,656.77	
Apr30/11	SJ8295/96	Golf Course Re	(50.00)	-	(50.00)	17,606.77	
Apr30/11	SJ8297/97	Monthly Dues	450.00	-	450.00	18,056.77	
Apr30/11	SJ8297/97	Club Amenities	50.00	-	50.00	18,106.77	
Apr30/11	SJ8297/97	Golf Course Re	50.00	-	50.00	18,156.77	264.10
Apr30/11	SJ8299/99	Finance Charge	264.10	-	264.10	18,420.87	
May31/11	SJ8314/14	Monthly Dues	450.00	-	450.00	18,870.87	
May31/11	SJ8314/14	Club Amenities	50.00	-	50.00	18,920.87	
May31/11	SJ8314/14	Golf Course Re	50.00	-	50.00	18,970.87	276.31
May31/11	SJ8330/30	Finance Charge	276.31	-	276.31	19,247.18	
Jun30/11	SJ8351/51	Monthly Dues	450.00	-	450.00	19,697.18	
Jun30/11	SJ8351/51	Club Amenities	50.00	-	50.00	19,747.18	
Jun30/11	SJ8351/51	Golf Course Re	50.00	-	50.00	19,797.18	288.71
Jun30/11	SJ8353/53	Finance Charge	288.71	-	288.71	20,085.89	
Jul19/11	2774/64	Ref. 2774 - Pa			(2,000.00)	18,085.89	
Jul31/11	SJ8380/80	Monthly Dues	450.00	-	450.00	18,535.89	
Jul31/11	SJ8380/80	Club Amenities	50.00	-	50.00	18,585.89	
Jul31/11	SJ8380/80	Golf Course Re	50.00	-	50.00	18,635.89	271.29
Jul31/11	SJ8387/87	Finance Charge	271.29	-	271.29	18,907.18	
Aug31/11	SJ8409/09	Monthly Dues	450.00	-	450.00	19,357.18	
Aug31/11	SJ8409/09	Club Amenities	50.00	-	50.00	19,407.18	
Aug31/11	SJ8409/09	Golf Course Re	50.00	-	50.00	19,457.18	283.61

Aug31/11	SJ8411/11	Finance Charge	283.61	-	283.61	19,740.79	
Sep09/11	8990/84	Ref. 8990 - Pa			(1,000.00)	18,740.79	
Sep30/11	SJ8429/29	Monthly Dues	450.00	-	450.00	19,190.79	
Sep30/11	SJ8429/29	Club Amenities	50.00	-	50.00	19,240.79	
Sep30/11	SJ8429/29	Golf Course Re	50.00	-	50.00	19,290.79	281.11
Sep30/11	SJ8430/30	Finance Charge	281.11	-	281.11	19,571.90	
Oct31/11	SJ8454/54	Monthly Dues	450.00	-	450.00	20,021.90	
Oct31/11	SJ8454/54	Club Amenities	50.00	-	50.00	20,071.90	
Oct31/11	SJ8454/54	Golf Course Re	50.00	-	50.00	20,121.90	293.58
Oct31/11	SJ8458/58	Finance Charge	293.58	-	293.58	20,415.48	
Nov18/11	9066/22	Ref. 9066 - Pa			(1,000.00)	19,415.48	
Nov30/11	SJ8480/80	Monthly Dues	450.00	-	450.00	19,865.48	
Nov30/11	SJ8480/80	Club Amenities	50.00	-	50.00	19,915.48	
Nov30/11	SJ8480/80	Golf Course Re	50.00	-	50.00	19,965.48	291.23
Nov30/11	SJ8482/82	Finance Charge	291.23	-	291.23	20,256.71	
Dec31/11	SJ8508/08	Monthly Dues	472.00	-	472.00	20,728.71	
Dec31/11	SJ8508/08	Club Amenities	50.00	-	50.00	20,778.71	
Dec31/11	SJ8508/08	Golf Course Re	50.00	-	50.00	20,828.71	303.85
Dec31/11	SJ8510/10	Finance Charge	303.85	-	303.85	21,132.56	
Jan01/12	SJ8511/11	Annual Food &	500.00	-	500.00	21,632.56	
Jan31/12	SJ8532/32	Monthly Dues	472.00	-	472.00	22,104.56	
Jan31/12	SJ8532/32	Club Amenities	50.00	-	50.00	22,154.56	
Jan31/12	SJ8532/32	Golf Course Re	50.00	-	50.00	22,204.56	316.99
Jan31/12	SJ8529/29	Finance Charge	316.99	-	316.99	22,521.55	
Feb29/12	SJ8555/55	Monthly Dues	472.00	-	472.00	22,993.55	
Feb29/12	SJ8555/55	Club Amenities	50.00	-	50.00	23,043.55	
Feb29/12	SJ8555/55	Golf Course Re	50.00	-	50.00	23,093.55	337.82
Feb29/12	SJ8557/57	Finance Charge	337.82	-	337.82	23,431.37	
Mar31/12	SJ8577/77	Monthly Dues	472.00	-	472.00	23,903.37	
Mar31/12	SJ8577/77	Club Amenities	50.00	-	50.00	23,953.37	
Mar31/12	SJ8577/77	Golf Course Re	50.00	-	50.00	24,003.37	351.47
Mar31/12	SJ8579/79	Finance Charge	351.47	-	351.47	24,354.84	
Apr30/12	SJ8601/01	Monthly Dues	472.00	-	472.00	24,826.84	
Apr30/12	SJ8601/01	Club Amenities	50.00	-	50.00	24,876.84	
Apr30/12	SJ8601/01	Golf Course Re	50.00	-	50.00	24,926.84	365.32
Apr30/12	SJ8604/04	Finance Charge	365.32	-	365.32	25,292.17	
May31/12	SJ8621/21	Monthly Dues	472.00	-	472.00	25,764.17	
May31/12	SJ8621/21	Club Amenities	50.00	-	50.00	25,814.17	
May31/12	SJ8621/21	Golf Course Re	50.00	-	50.00	25,864.17	379.38
May31/12	SJ8626/26	Finance Charge	379.38	-	379.38	26,243.55	
Jun30/12	SJ8651/51	Monthly Dues	472.00	-	472.00	26,715.55	
Jun30/12	SJ8651/51	Club Amenities	50.00	-	50.00	26,765.55	
Jun30/12	SJ8651/51	Golf Course Re	50.00	-	50.00	26,815.55	393.65
Jun30/12	SJ8654/54	Finance Charge	393.65	-	393.65	27,209.20	
Jul31/12	SJ8671/71	Monthly Dues	472.00	-	472.00	27,681.20	
Jul31/12	SJ8671/71	Club Amenities	50.00	-	50.00	27,731.20	
Jul31/12	SJ8671/71	Golf Course Re	50.00	-	50.00	27,781.20	408.14
Jul31/12	SJ8678/78	Finance Charge	408.14	-	408.14	28,189.34	
Aug31/12	SJ8696/96	Monthly Dues	472.00	-	472.00	28,661.34	
Aug31/12	SJ8696/96	Club Amenities	50.00	-	50.00	28,711.34	
Aug31/12	SJ8696/96	Golf Course Re	50.00	-	50.00	28,761.34	422.84
Aug31/12	SJ8704/04	Finance Charge	422.84	-	422.84	29,184.18	
Sep30/12	SJ8728/28	Monthly Dues	472.00	-	472.00	29,656.18	
Sep30/12	SJ8728/28	Club Amenities	50.00	-	50.00	29,706.18	
Sep30/12	SJ8728/28	Golf Course Re	50.00	-	50.00	29,756.18	437.76
Sep30/12	SJ8730/30	Finance Charge	437.76	-	437.76	30,193.94	
Oct31/12	SJ8752/52	Monthly Dues	472.00	-	472.00	30,665.94	

Oct31/12	SJ8752/52	Club Amenities	50.00	-	50.00	30,715.94	
Oct31/12	SJ8752/52	Golf Course Re	50.00	-	50.00	30,765.94	452.91
Oct31/12	SJ8754/54	Finance Charge	452.91	-	452.91	31,218.85	
Nov30/12	SJ8770/70	Monthly Dues	472.00	-	472.00	31,690.85	
Nov30/12	SJ8770/70	Club Amenities	50.00	-	50.00	31,740.85	
Nov30/12	SJ8770/70	Golf Course Re	50.00	-	50.00	31,790.85	
Nov30/12	SJ8770/70	Golf Capital A	900.00	-	900.00	32,690.85	468.28
Nov30/12	SJ8791/91	Finance Charge	468.28	-	468.28	33,159.13	
Dec31/12	SJ8808/08	Monthly Dues	472.00	-	472.00	33,631.13	
Dec31/12	SJ8808/08	Club Amenities	50.00	-	50.00	33,681.13	
Dec31/12	SJ8808/08	Golf Course Re	50.00	-	50.00	33,731.13	
Dec31/12	SJ8830/30	Annual Food &	500.00	-	500.00	34,231.13	497.39
Dec31/12	SJ8827/27	Finance Charge	497.39	-	497.39	34,728.52	
Jan31/13	SJ8866/66	Monthly Dues	472.00	-	472.00	35,200.52	
Jan31/13	SJ8866/66	Club Amenities	50.00	-	50.00	35,250.52	
Jan31/13	SJ8866/66	Golf Course Re	50.00	-	50.00	35,300.52	520.93
Jan31/13	SJ8869/69	Finance Charge	520.93	-	520.93	35,821.45	
Feb28/13	SJ8877/77	Monthly Dues	472.00	-	472.00	36,293.45	
Feb28/13	SJ8877/77	Club Amenities	50.00	-	50.00	36,343.45	
Feb28/13	SJ8877/77	Golf Course Re	50.00	-	50.00	36,393.45	537.32
Feb28/13	SJ8890/90	Finance Charge	537.32	-	537.32	36,930.77	
Mar31/13	SJ8906/06	Monthly Dues	472.00	-	472.00	37,402.77	
Mar31/13	SJ8906/06	Club Amenities	50.00	-	50.00	37,452.77	
Mar31/13	SJ8906/06	Golf Course Re	50.00	-	50.00	37,502.77	553.96
Mar31/13	SJ8929/29	Finance Charge	553.96	-	553.96	38,056.73	
Mar31/13	SJ8929/31	Finance Charge	(553.96)	-	(553.96)	37,502.77	
Mar31/13	SJ8936/36	Finance Charge	553.96	-	553.96	38,056.73	
Mar31/13	AutoAdjust	Auto Account A	-	-	-	38,056.73	
Apr30/13	SJ8985/85	Monthly Dues	472.00	-	472.00	38,528.73	
Apr30/13	SJ8985/85	Club Amenities	50.00	-	50.00	38,578.73	
Apr30/13	SJ8985/85	Golf Course Re	50.00	-	50.00	38,628.73	570.85
Apr30/13	SJ8989/89	Finance Charge	570.85	-	570.85	39,199.58	
May31/13	SJ9015/15	Monthly Dues	472.00	-	472.00	39,671.58	
May31/13	SJ9015/15	Club Amenities	50.00	-	50.00	39,721.58	
May31/13	SJ9015/15	Golf Course Re	50.00	-	50.00	39,771.58	
May31/13	SJ9015/15	Golf Capital A	900.00	-	900.00	40,671.58	587.99
May31/13	SJ9017/17	Finance Charge	587.99	-	587.99	41,259.58	
Jun30/13	SJ9041/41	Monthly Dues	472.00	-	472.00	41,731.58	
Jun30/13	SJ9041/41	Club Amenities	50.00	-	50.00	41,781.58	
Jun30/13	SJ9041/41	Golf Course Re	50.00	-	50.00	41,831.58	618.89
Jun30/13	SJ9043/43	Finance Charge	618.89	-	618.89	42,450.47	
Jul31/13	SJ9078/78	Monthly Dues	472.00	-	472.00	42,922.47	
Jul31/13	SJ9078/78	Club Amenities	50.00	-	50.00	42,972.47	
Jul31/13	SJ9078/78	Golf Course Re	50.00	-	50.00	43,022.47	636.76
Jul31/13	SJ9080/80	Finance Charge	636.76	-	636.76	43,659.23	
Aug31/13	SJ9103/03	Monthly Dues	472.00	-	472.00	44,131.23	
Aug31/13	SJ9103/03	Club Amenities	50.00	-	50.00	44,181.23	
Aug31/13	SJ9103/03	Golf Course Re	50.00	-	50.00	44,231.23	654.89
Aug31/13	SJ9106/06	Finance Charge	654.89	-	654.89	44,886.12	
Sep30/13	SJ9130/30	Monthly Dues	472.00	-	472.00	45,358.12	
Sep30/13	SJ9130/30	Club Amenities	50.00	-	50.00	45,408.12	
Sep30/13	SJ9130/30	Golf Course Re	50.00	-	50.00	45,458.12	673.29
Sep30/13	SJ9136/36	Finance Charge	673.29	-	673.29	46,131.41	
Oct31/13	SJ9207/07	Monthly Dues	472.00	-	472.00	46,603.41	
Oct31/13	SJ9207/07	Club Amenities	50.00	-	50.00	46,653.41	
Oct31/13	SJ9207/07	Golf Course Re	50.00	-	50.00	46,703.41	691.97
Oct31/13	SJ9212/12	Finance Charge	691.97	-	691.97	47,395.38	

Nov30/13	SJ9252/52	Monthly Dues	472.00	-	472.00	47,867.38	
Nov30/13	SJ9252/52	Club Amenities	50.00	-	50.00	47,917.38	
Nov30/13	SJ9252/52	Golf Course Re	50.00	-	50.00	47,967.38	
Nov30/13	SJ9252/52	Golf Capital A	900.00	-	900.00	48,867.38	710.93
Nov30/13	SJ9255/55	Finance Charge	710.93	-	710.93	49,578.31	
Dec31/13	SJ9278/78	Island Dues	640.00	-	640.00	50,218.31	
Dec31/13	SJ9292/92	Annual Food &	500.00	-	500.00	50,718.31	743.67
Dec31/13	SJ9294/94	Finance Charge	743.67	-	743.67	51,461.99	
Jan31/14	SJ9329/29	Island Dues	640.00	-	640.00	52,101.99	771.93
Jan31/14	SJ9333/33	Finance Charge	771.93	-	771.93	52,873.92	
Feb01/14	014173/36	January Unlimi	295.00	-	295.00	53,168.92	
Feb01/14	014236/37	February Unlim	295.00	-	295.00	53,463.92	
Feb28/14	SJ9364/64	Island Dues	640.00	-	640.00	54,103.92	
Feb28/14	SJ9364/64	Unlimited Golf	295.00	-	295.00	54,398.92	793.11
Feb28/14	SJ9367/67	Finance Charge	793.11	-	793.11	55,192.02	
Mar31/14	SJ9393/93	Island Dues	640.00	-	640.00	55,832.02	
Mar31/14	SJ9393/93	Unlimited Golf	295.00	-	295.00	56,127.02	827.88
Mar31/14	SJ9398/98	Finance Charge	827.88	-	827.88	56,954.90	
Apr30/14	SJ9419/19	Island Dues	640.00	-	640.00	57,594.90	
Apr30/14	SJ9419/19	Unlimited Golf	295.00	-	295.00	57,889.90	854.32
Apr30/14	SJ9422/22	Finance Charge	854.32	-	854.32	58,744.23	

Total: 58,744.23

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
THE CALLAWASSIE ISLAND
MEMBERS CLUB, INC.,

Plaintiff,

v.

MICHAEL J. FREY and
GRACE I. FREY,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2012-CP-07-03209

AFFIDAVIT OF EHRICK K. HAIGHT, JR.

PERSONALLY appeared before the undersigned Notary Public Ehrick K. Haight, Jr., who having first been duly sworn, deposes and says that he is an attorney with the law firm of Minor, Haight & Arundell, P.C., attorneys for the Plaintiff in the above-captioned matter.

That he has reviewed the books and records of the law firm, has personal knowledge of the same and finds that through and including February 28, 2014, Minor, Haight & Arundell, P.C., had expended time on behalf of the Plaintiff as set forth on the attached Statement of Time.

That such time was devoted to discussion, research, legal research, written correspondence, telephone calls, reviewing documents, preparation of pleadings and other documents, locating and perfecting service upon the Defendants, discovery, attendance at conferences, and hearing preparation. The time for each of the attorneys and paralegals involved in the file and their customary billing rates are set forth on the attached sheet. The Deponent believes it will be reasonably necessary to devote an additional Ten (10) to Twenty (20) hours until the conclusion of this action, assuming the Plaintiff's Motion of Summary Judgment is granted.

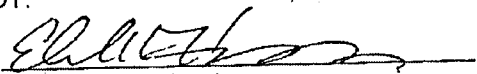
The Deponent calls the attention of the Court to the terms and conditions of those certain contracts with the Plaintiff or the Plaintiff's predecessor-in-interest, which were previously filed with this court as Exhibits to the Complaint, whereby the Defendants agreed to be bound by the terms

and conditions of Plan for Offering of Memberships in the Callawassie Island Club, dated April 1994 and the exhibits thereto ("Membership Plan"), as amended. In agreeing to be bound to the Membership Plan, the Defendants became obligated for the payment of dues, fees, assessments and other charges. The Membership Plan was subsequently amended and made part of a Plan for Offering of Memberships (the "Plan"), which was adopted by the Defendants by virtue of their continuing membership with the Club. Under the Plan, Defendants continued to be obligated for the payment of dues, fees, assessments and other charges and the costs of collection, including reasonable attorney's fees. In addition, based upon the books and records of the law firm in this file, it appears that the law firm has expended on behalf of the Plaintiff the following sums, representing costs of collection:

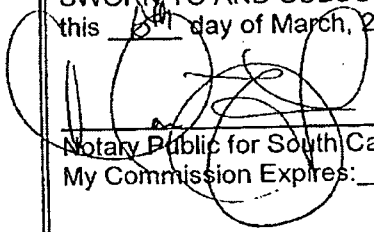
(1)	Filing fees:	\$175.00
(2)	Fees for service:	\$145.00
Total Costs (as of Filing hereof):		<u>\$320.00</u>

Based upon the foregoing, the Deponent is informed and believes that the court should award the sum of **Eight Thousand Eight Hundred Twenty and 73/100 (\$8,820.73) Dollars** as reasonable attorneys' fees and costs. Deponent is further informed and verily believes that such items should be recovered as a part of the judgment against the Defendants.

FURTHER DEPONENT SAYETH NOT.


Ehrick K. Haight, Jr.

SWORN TO AND SUBSCRIBED before me
this 8th day of March, 2014.


Notary Public for South Carolina

My Commission Expires: 7.3.22

STATEMENT OF TIME & COSTS
MINOR, HAIGHT & ARUNDELL, P.C.

<u>Attorney</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>
Ehrick K. Haight, Jr.	8.63	\$225.00	\$ 1,941.98
Stacey Collins	7.50	\$200.00	\$ 1,499.00
Philip J. Rios	1.03	\$150.00	\$ 153.75
 <u>Paralegals</u>			
Elaine H. Montgomery	.7	\$ 80.00	\$ 56.00
Maria F. Lara	7.00	\$ 50.00	\$ 350.00
Fees incurred as of 02/25/2014:			\$ 4,000.73
Estimated Additional Fees:			<u>\$ 4,500.00</u>
Subtotal of Attorneys' Fees			\$ 8,500.73
Plus Costs:			<u>\$ 320.00</u>
TOTAL FEES AND COSTS:			\$ 8,820.73

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
THE CALLAWASSIE ISLAND)
MEMBERS CLUB, INC.,)
)
Plaintiff,)
)
v.)
)
MICHAEL J. FREY and)
GRACE I. FREY,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2012-CP-07-03209

SUPPLEMENTAL AFFIDAVIT
OF EHRICK K. HAIGHT, JR.

2014 MAY 19 PM 12:36
CLERK OF COURT
BEAUFORT COUNTY, S.C.

PERSONALLY appeared before the undersigned Notary Public Ehrick K. Haight, Jr., who having first been duly sworn, deposes and says that he is an attorney with the law firm of Minor, Haight & Arundell, P.C., attorneys for the Plaintiff in the above-captioned matter.

That he has reviewed the books and records of the law firm, has personal knowledge of the same and finds that through and including May 13, 2014, Minor, Haight & Arundell, P.C., had expended time on behalf of the Plaintiff as set forth on the attached Statement of Time.

That such time was devoted to discussion, research, legal research, written correspondence, telephone calls, reviewing documents, preparation of pleadings and other documents, locating and perfecting service upon the Defendants, discovery, attendance at conferences, and hearing preparation. The time for each of the attorneys and paralegals involved in the file and their customary billing rates are set forth on the attached sheet. The Deponent believes it will be reasonably necessary to devote an additional Ten (10) to Fifteen (15) hours until the conclusion of this action, assuming the Plaintiff's Motion of Summary Judgment is granted.

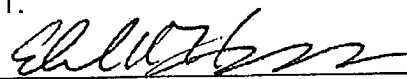
The Deponent calls the attention of the Court to the terms and conditions of those certain contracts with the Plaintiff or the Plaintiff's predecessor-in-interest, which were previously filed with this court as Exhibits to the Complaint, whereby the Defendants agreed to be bound

by the terms and conditions of Plan for Offering of Memberships in the Callawassie Island Club, dated April 1994 and the exhibits thereto ("Membership Plan"), as amended. In agreeing to be bound to the Membership Plan, the Defendants became obligated for the payment of dues, fees, assessments and other charges. The Membership Plan was subsequently amended and made part of a Plan for Offering of Memberships (the "Plan"), which was adopted by the Defendants by virtue of their continuing membership with the Club. Under the Plan, Defendants continued to be obligated for the payment of dues, fees, assessments and other charges and the costs of collection, including reasonable attorney's fees. In addition, based upon the books and records of the law firm in this file, it appears that the law firm has expended on behalf of the Plaintiff the following sums, representing costs of collection:

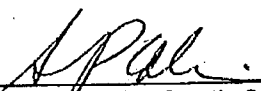
(1)	Filing fees:	\$175.00
(2)	Fees for service:	\$145.00
Total Costs (as of Filing hereof):		<u>\$320.00</u>

Based upon the foregoing, the Deponent is informed and believes that the court should award the sum of Nine Thousand One Hundred Thirty-Two and 23/100 (\$9,132.23) Dollars as reasonable attorneys' fees and costs. Deponent is further informed and verily believes that such items should be recovered as a part of the judgment against the Defendants.

FURTHER DEPONENT SAYETH NOT.


Ehrick K. Haight, Jr.

SWORN TO AND SUBSCRIBED before me
this 10th day of May, 2014.


Notary Public for South Carolina
My Commission Expires: 6-27-15

STATEMENT OF TIME & COSTS

MINOR, HAIGHT & ARUNDELL, P.C.

<u>Attorney</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>
Ehrick K. Haight, Jr.	11.69	\$225.00	\$ 2,630.48
Stacey Collins	10.21	\$200.00	\$ 2,041.00
Philip J. Rios	1.03	\$150.00	\$ 153.75

Paralegals

Elaine H. Montgomery	1.70	\$ 80.00	\$ 136.00
Maria F. Lara	2.10	\$ 60.00	\$ 126.00
Maria F. Lara	7.00	\$ 50.00	\$ 350.00

Fees incurred as of 05/13/2014: \$ 5,437.23

Estimated Additional Fees: \$ 3,375.00

Subtotal of Attorneys' Fees \$ 8,812.23

Plus Costs: \$ 320.00

TOTAL FEES AND COSTS: \$ 9,132.23

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT OF G. HARMAN SWITZER, 3RD

PERSONALLY appeared before the undersigned Notary Public G. Harman Switzer, 3rd, a Member of the Board of Directors for The Callawassie Island Members Club, Inc. ("CIMC"), who having first been duly sworn, deposes and says as follows:

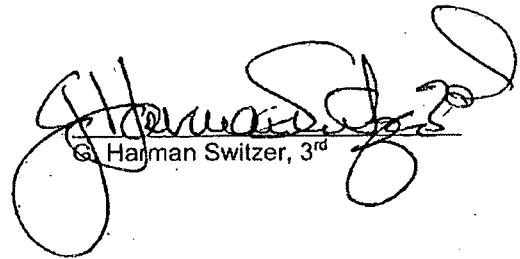
- (1) That I served on the Board of Directors for CIMC from its inception until March of 2002 ("Initial Term"), and was familiar with the business operations of CIMC during said Initial Term.
- (2) That I currently serve on the Board of Directors of CIMC and have done so since March of 2009.
- (3) That in addition, I served on the Board of Directors for The Callawassie Island Property Owners Association, Inc. ("CIPOA") from late 1996 until October of 1998.
- (4) That in the foregoing capacities, I am familiar with, and have personal knowledge of the records and business operations of CIMC and its Board.
- (5) That CIMC is a 501(c)(7) non-profit corporation, organized and existing in the State of South Carolina, and formed by a vote of the members of the Callawassie Island Club (the "Club") for the purpose of acquiring all, or substantially all of the assets of The Callawassie Island Club, Inc. ("CIC"), as well as certain real property relating to CIC and owned by Callawassie Island Company, L.P. ("Developer"); and for continuing the operation and management thereof following the transfer.
- (6) That CIMC did accomplish the purpose set forth in Paragraph 5 above by acquiring all, or substantially all of the Club assets from CIC and the Developer on or about June 29, 2001 (the "Closing Date") by Limited Warranty Deed filed with the Register of Deeds for Beaufort County, South Carolina on July 2, 2001 in Deed Book 01440, page 0817.

EXHIBIT "A" TO MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT FILED BY THE
CALLAWASSIE ISLAND MEMBERS CLUB, INC. IN CASE NO.'S 2012-CP-07-03209, 2012-CP-07-03218 AND
2012-CP-07-03216

- (7) Prior to said transfer, the Club was managed and operated by CIC (whose Board of Directors was under the control of the Developer), which entity continued to issue memberships in the Club, up to the Closing Date.
- (8) That to the best of my knowledge and belief, upon due inquiry and investigation, neither CIMC, its officers or directors, made any representations to members acquiring a membership in CIC, regarding the value of such memberships, or the ability to resign from such memberships, nor would they have had the authority to do so prior to the Closing Date.
- (9) The "Plan for the Offering of Memberships in the Callawassie Island Club," dated April 1, 1994, Rev. July, 1994, and all subsequent versions and/or amendments thereto, obligated members to continue to pay dues, fees, assessments and other charges until their memberships are reissued.
- (10) That the "Plan for the Offering of Memberships in the Callawassie Island Club," dated April 1, 1994, Rev. July, 1994, additionally stipulated that members with more than one membership would have to pay dues on all of his or her equity memberships after the Closing Date.
- (11) Following the Closing Date, the Club became known as The Callawassie Island Members Club, Inc. doing business as The Callawassie Island Club.
- (12) For a period of approximately two (2) years following the Closing Date, the CIMC Board, on advice of counsel and in exercise of the power and authority granted it in the By-laws and by statutory authority, did negotiate settlements with various members who (a) owned memberships unaffiliated with real property on Callawassie Island, (b) who were in default and (c) had placed their memberships on the CIMC resale list; whereby said members were allowed to concede such memberships in settlement of their obligations and forfeit any return of their equity.

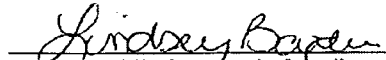
- (13) The CIMC Board's decision to make these proffers of settlement was triggered, in part, by two factors, namely, (a) the accrual of dues against equity would no longer be an option for members on the resale list after the Closing Date, and (b) the "Plan for the Offering of Memberships in the Callawassie Island Club," dated April 1, 1994, Rev. July, 1994, required payment of dues on multiple memberships following the Closing Date; both of which impacted upon those individual members who held more than one membership and/or whose membership was not affiliated with real property on Callawassie Island.
- (14) At some time in 2010, the CIMC Board made a similar offer to all members holding memberships unaffiliated with real property, who had placed their memberships on the resale list, for the primary purpose of eliminating memberships unaffiliated with real property and to minimize or eliminate the prospect of future bad debt associated with such memberships.
- (15) The foregoing offers of settlement were made in good faith, in the absence of any fraud, self-dealing or other unconscionable conduct, to all members in so situated as a compromise of debt justly owed which the CIMC Board determined was in the best interest of CIMC.

FURTHER DEPONENT SAYETH NOT.



G. Harman Switzer, 3rd

SWORN TO AND SUBSCRIBED BEFORE me
this 3rd day of March, 2014.

 (L.S.)
Notary Public for South Carolina
My Commission expires: September 5, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
THE CALLAWASSIE ISLAND,)
MEMBERS CLUB, INC.)
Plaintiff,)
vs.)
Michael J. Frey and Grace I. Frey)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C.A. No.: 2012-CP-07-03209

Affidavit of Michael Frey

Personally appeared before me, Michael J. Frey, being duly sworn, deposes and under oath states:

1. I am over Eighteen (18) years of age, am a resident of the state of New Jersey.
2. In 1995 I submitted an application for membership in a club known as the Callawassie Island Club.
3. The Membership Purchase Agreement I signed in September 1995 does NOT indicate that I was agreeing to amendments or changes to the Plan For the Offering of Memberships dated April 1, 1994 referenced in that document.
4. That the Plan for Offering of Membership and Club Rules did NOT obligate members to continue to pay dues, fees and assessments and other charges after 4 months of delinquency (at which point they were required to be expelled) and in no case was the liability ever greater than the value of the equity in the membership.
5. That I have not agreed to release the Plaintiff nor Callawassie Island Club, Inc. from claims and defenses asserted in defense and against them for failing to abide by the terms of membership and for the violations of state statute and for any of the claims or defenses we have asserted in this case.

6. The Plan of Offering of Membership in the Callawassie Island Club dated April 1, 1994 restricted a members liability for dues and fees to the Club(such as the Plaintiff is seeking in this case) to the amount of equity that membership had in the Club.
7. That at page 17 of the 1994 Plan for the Offering of Membership it indicates that the "Partnership" could only modify that document up to the "Closing Date" and only if such change does not "materially and adversely affect the rights of the equity members", otherwise, the members so affected would have to approve the change.
8. That, I have never voted to change the requirement that a member must be expelled after 4 months of suspension and have never been made aware of any vote to do so, nor have I voted to restrict my right to transfer my property or membership.
9. That the offers to concede memberships, which are admitted to by Harman Switzer in his affidavit of March 3, 2014, were never offered to me nor disclosed to me.
10. That I purchased property on Callawassie BEFORE December 2001 and therefore section 5.7.2 of the Callawassie Island Amended and Restated General Declaration of 2001 specifically recognizes that I am not bound by any provision requiring ownership of a membership in a Club as set forth in those .

Further Affiant Sayeth not

Beaufort, South Carolina

Sworn to and subscribed before me
this 15 day of May, 2014

Kathleen R. Stutz
Notary Public for New Jersey
My commission expires:

KATHLEEN R STUTZ
NOTARY PUBLIC OF NEW JERSEY
ESSEX COUNTY
My Commission Expires July 2, 2017

Michael G. Frey
Michael Frey

Date: May 15 2014

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

THE CALLAWASSIE ISLAND,
MEMBERS CLUB, INC.)

Plaintiff,)

vs.)

Gregory Martin and Rebecca Martin)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C.A. No.: 2012-CP-07-03218

Affidavit of Gregory Martin

RECEIVED
CLERK OF COURT
JAN 14 2013

Personally appeared before me, Gregory Martin, being duly sworn, deposes and under oath states:

1. I am over Eighteen (18) years of age, am a resident of the state of Ohio.
2. In 2001 I submitted an application for membership in a club known as the Callawassie Island Club.
3. The Membership Purchase Agreement I signed in February 2001 does NOT indicate that I was agreeing to amendments or changes to the Plan For the Offering of Memberships dated April 1, 1994 referenced in that document and that any other amendments to that document would have to be in compliance with the provisions contained in that Plan.
4. That the Plan for Offering of Membership and Club Rules did NOT obligate members to continue to pay dues, fees and assessments and other charges after 4 months of delinquency (at which point they were required to be expelled) and in no case was the liability ever greater than the value of the equity in the membership.
5. That I have not agreed to release the Plaintiff nor Callawassie Island Club, Inc. from claims and defenses asserted in defense and against them for failing to abide by the

terms of membership and for the violations of state statute and for any of the claims or defenses we have asserted in this case.

6. The Plan of Offering of Membership in the Callawassie Island Club dated April 1, 1994 restricted a members liability for dues and fees to the Club (such as the Plaintiff is seeking in this case) to the amount of equity that membership had in the Club.

7. That at page 17 of the 1994 Plan for the Offering of Membership it indicates that the "Partnership" could only modify that document up to the "Closing Date" and only if such change does not "materially and adversely affect the rights of the equity members", otherwise, the members so affected would have to approve the change.

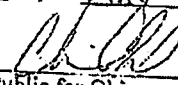
8. That, I have never voted to change the requirement that a member must be expelled after 4 months of suspension and have never been made aware of any vote to do so, nor have I voted to restrict my right to transfer my property or membership.

9. That the offers to concede memberships, which are admitted to by Harman Switzer in his affidavit of March 3, 2014, were never offered to me nor disclosed to me.

10. That I purchased property on Callawassie BEFORE December 2001 and therefore section 5.7.2 of the Callawassie Island Amended and Restated General Declaration of 2001 specifically recognizes that I am not bound by any provision requiring ownership of a membership in a Club as set forth in that document.

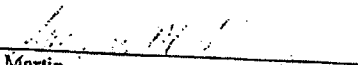
Further Affiant Sayeth not

Sworn to and subscribed before me
this 14 day of MAY, 2014



Notary Public for Ohio
My commission expires:

CHRIS S. DEBORD
NOTARY PUBLIC - STATE OF OHIO
Recorded In Warren County
My commission expires Feb. 18, 2016


Gregory Martin
Date: May 14, 2014

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

THE CALLAWASSIE ISLAND,)
MEMBERS CLUB, INC.)

Plaintiff,)

vs.)

MICHAEL J. FREY and)
GRACE I. FREY,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C.A. No.: 2012-CP-07-3209

DEFENDANTS MICHAEL J. FREY
AND GRACE I. FREY'S
SUPPLEMENTAL REQUEST FOR
PRODUCTION TO THE PLAINTIFF

TO: EHRICK K. HAIGHT, JR., ATTORNEY FOR PLAINTIFF THE CALLAWASSIE ISLAND MEMBERS CLUB, INC.:

The Defendants, Michael J. Frey and Grace I. Frey, by and through their undersigned counsel, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, hereby requests that within thirty (30) days from the date of service hereof, the Plaintiff, The Callawassie Island Members Club, Inc. (hereinafter "the Club"), provide a copy or make available for inspection the following:

1. Please provide itemization and supporting documentation for all attorney fees and expenses which you are seeking to be awarded to the Plaintiff as part of the judgment against the Defendants in this action. *The material provided should include sufficient detail to permit the Defendant to ascertain if the time expended was reasonably necessary, redundant or excessive.* Such disclosures would include, but are not limited to, the following:
 - A. Itemized billing records indicating the time spent on all billed time you are asserting in this case which provides the amount
 - B. All invoices provided to the Plaintiff by its legal counsel in this matter.
 - C. Any documentation supporting the "Estimated Additional Fees of \$4,500.00".

Law Office of Brian McDaniel, LLC

BY: 
BRIAN D. MCDANIEL
2015 Boundary St., Suite 216
Post Office Box 2085
Beaufort, South Carolina 29901
PHONE (843) 379-5117
FAX (843) 379-5118

**ATTORNEY FOR THE DEFENDANTS
MICHAEL J. FREY AND
GRACE I. FREY**

Beaufort, South Carolina
May 7, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
THE CALLAWASSIE ISLAND,)
MEMBERS CLUB, INC.)
)
Plaintiff,)
)
vs.)
)
MICHAEL J. FREY and)
GRACE I. FREY,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C.A. No.: 2012-CP-07-03209

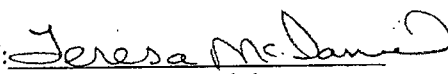
CERTIFICATE OF SERVICE

I, Teresa McDaniel, Legal Assistant of the Law Office of Brian McDaniel, LLC,
Attorney for the Defendants do hereby certify that on this 7th day of May, 2014, I
served a copy of the **Defendants Michael J. Frey and Grace I. Frey's Supplemental
Request for Production to the Plaintiff** upon the Plaintiff by mailing via First Class
US Mail postage prepaid to its attorneys at the following addresses:

Howell Gibson & Hughes, P.A.
William T. Young, III, Esquire
Stephen P. Hughes, Esquire
P.O. Box 40
Beaufort, SC 29901-0040

Minor, Haight & Arundell, P.C.
Ehrick K. Haight, Jr., Esquire
P. O. Drawer 6067
Hilton Head Island, SC 29938

Law Office of Brian McDaniel, LLC

BY: 
Teresa McDaniel

Beaufort, South Carolina
May 7, 2014

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) CIVIL ACTION NO: 2012-CP-07-03209

THE CALLAWASSIE ISLAND)
MEMBERS CLUB, INC.,)
)
) Plaintiff,) THE CALLAWASSIE ISLAND
)) CLUB MEMBERS, INC.'S
vs.) ANSWERS TO DEFENDANTS'
) INTERROGATORIES
MICHAEL J. FREY and GRACE I.)
FREY,)
)
) Defendants.)

TO: BRIAN D. McDANIEL, ESQUIRE, ATTORNEY FOR MICHAEL J. FREY
AND GRACE I. FREY:

The Plaintiff, The Callawassie Island Members Club, Inc., above named,
answering the Interrogatories propounded by the Defendants would show unto
this Honorable Court:

1. Designate an officer, director, manager agent, or other person who is
designated and consents to testify on behalf of the Plaintiff as to the matters
asserted in the Plaintiffs Complaint.

ANSWER: G. Harman Switzer, 3rd has previously been designated as a
representative of the Plaintiff, and has provided deposition testimony in that
capacity. The Plaintiff reserves the right to designate additional representatives
as it deems appropriate.

2. Give the names and addresses of persons known by the Plaintiff or
Plaintiff's counsel to be witnesses concerning the facts of the case and indicate
whether or not written or recorded statements have been taken from each such
witness.

ANSWER: G. Harman Switzer, 3rd
c/o Callawassie Island Members Club, Inc.
174 Callawassie Island Drive
Okatie, SC 29909Mr

Mr. Switzer has previously provided testimony, both individually and in the capacity as designated representative of CIMC, and upon information and belief, that testimony is in the possession of counsel for the defendants.

Jeff Spencer
Craig Simonson
Any current or former CIMC board member
c/o Callawassie Island Members Club, Inc.
174 Callawassie Island Drive
Okatie, SC 29909

These persons are expected to offer testimony concerning their knowledge of the facts and circumstances giving rise to the allegations in the Summons and Complaint, the amounts owed by the Defendants, contractual obligations entered into by the Defendants, and any other issues raise in the instant litigation.

Michael J. Frey
Grace I. Frey

These persons are expected to offer testimony concerning their knowledge of the facts and circumstances giving rise to the instant litigation.

This Plaintiff reserves the right to identify additional witnesses at a later date. The Plaintiff further incorporates herein by reference any persons identified as a potential witness by the Defendant.

3. Set forth a list of photographs, plats, sketches or other prepared documents in the possession of the party that relate to the claim or defense in the case.

ANSWER: a. Defendants' Application of Membership;
b. Purported resignation of Defendants;
c. Warranty Deed, from Callawassie Island Company, LP (Grantors), to Michael J. Frey and Grace I. Frey (Grantees), for Lot 16, Callawassie Island, and DMP No: R600 015 00B 0344;
d. Contract for the Defendants' purchase of lot on Callawassie Island;
h. CIMC Articles of Incorporation, filed November 16, 1999;

- j. The Callawassie Island Club Plan for Offering of Memberships of 1994 (April and July versions);
- k. The Callawassie Island Members Club Plan for Offering of Memberships of August 8, 2001;
- l. The Callawassie Island Members Club Plan for Offering of Memberships of September 1, 2007;
- m. The Callawassie Island Members Club Plan for Offering of Memberships of February 1, 2008;
- n. The Callawassie Island Members Club Plan for Offering of Memberships of February 2, 2012;
- o. The Callawassie Island Members Club Plan for Offering of Memberships of July 1, 2013;
- p. The Callawassie Island Members Club General Club Rules dated June 29, 2001;
- q. The Callawassie Island Members Club General Club Rules dated August 8, 2001;
- r. The Callawassie Island Members Club General Club Rules dated December 3, 2007;
- s. The Callawassie Island Members Club General Club Rules dated February 1, 2008;
- t. The Callawassie Island Members Club General Club Rules dated February 23, 2009;
- u. The Callawassie Island Club General Club Rules of 1994;
- v. The Amended and Restated General Declaration for Callawassie Island of December 1, 2001;
- w. The First Amendment to Amended and Restated General Declaration for Callawassie Island of July 8, 2008;
- x. 2012 & 2013 Amendments to the General Declaration for Callawassie Island
- y. The Callawassie Island Members Club By-Laws of June 2001;
- x. The Callawassie Island Members Club By-Laws of January 1, 2014;
- y. The Callawassie Island Club By-Laws of 1994;
- z. The CIPOA By-Laws of 1997;
- aa. The Club Purchase Agreement dated October 26, 1999;
The Letter of Understanding dated June 27, 2001;
- bb. The Addendum to Letter of Understanding, dated December 30, 2001;
- cc. Letter of Understanding, dated April 4, 2007;
- dd. Omnibus Settlement and Security Agreement;
- ee. Any other amendments to CIMC Plan for Offering of Memberships, the CIMC General Club Rules, CIMC By-Laws, and CIPOA Declaration;
- ff. Any other documents contained within the Defendants' membership file;

gg. Any other documents produced in connection with litigation between any other member of CIMC and CIMC.

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness in the trial in the case.

ANSWER: The Plaintiff has not identified an expert witness at this time, but reserves the right to do so in the future.

5. List all litigation in which the Plaintiff has been a party in the past 6 years and designate the following:

- a. The parties to the action
- b. The nature of the litigation
- c. The outcome of the litigation
- d. The county in which the litigation was filed
- e. The attorneys of all parties to the litigation.

ANSWER: The Plaintiff objects to Interrogatory No. 5 upon the grounds that the Interrogatory is overly broad, seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, and seeks information that is a matter of public record and equally available to all parties.

6. Give the date of all versions, amendments, revisions, and changes to the "Plan for Offering of Memberships" (referenced in paragraph 5 of your complaint) which you contend have been in force or effect at anytime during the membership of the Defendants.

ANSWER: Please see the Plaintiff's answer to Interrogatory No. 3.

7. At paragraph 8 in the Complaint the Plaintiff asserts that "The Defendants' purchase of the membership and their purchase and ownership of Lot 101, Phase B, require them to remain members in good standing under the terms and conditions of the governing document, including the Plan and Declaration".

A. Does the plaintiff contend that the "Declarations" create a contractual obligation for these Defendants to maintain their membership in good standing pursuant to Section 5.7.2 of those "Declarations"?

B. Specify any section of the "Declaration", other than Section 5.7.2 that the Plaintiff contends creates a contractual obligation upon these Defendants to maintain their membership in good standing, as alleged at paragraph 8 in the Complaint.

ANSWER: The Plaintiff objects to Interrogatory No. 7 upon the grounds that the interrogatory seeks a legal conclusion. The Plaintiff further responds by craving reference to its Summons and Complaint. Finally the Plaintiff craves reference to Section 5.7.2 of the Declaration, in reference to the specific inquiry regarding the terms of that provision, and specifically responding to Interrogatory

7B, notes that Section 5.7.2 provides "all sections of this Declaration not herein specifically amended shall be automatically amended to conform with the spirit and intent of this amendment to this Declaration."

8. List all Club members currently delinquent with regard to dues, fees, assessment and other charges specifying the amount and length of any such delinquency.

ANSWER: The Plaintiff objects to Interrogatory No. 8 upon the grounds that the information sought is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Plaintiff further objects upon the grounds that the interrogatory is overly broad, unduly burdensome, insufficiently specific, oppressive, ambiguous, and vague.

9. For each person known by counsel to be a witness concerning the facts in the case, set forth either a summary sufficient to inform the Defendant of the important facts known to or observed by the witness.

ANSWER: The Plaintiff craves reference to its answer to Interrogatory No. 2.

10. Provide a list of all documents which are in the possession or control of the Plaintiff which relate to the Defendants and/or the membership of either or both of the Defendants, including but not limited to, all applications, resignations, correspondence, contracts, agreements, ballots, files, emails, and notices.

ANSWER: The Plaintiff objects to Interrogatory No. 10 upon the grounds that the information sought is overly broad, insufficient specific, oppressive, ambiguous, and vague. The Plaintiff further objects upon the grounds that the information sought is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objection, the Plaintiff craves reference to the Freys' membership file and all records, ballots or other votes taken during the course of the Freys' membership in CIMC or CIC.

11. Did the Plaintiff ever provide these Defendants with notice that some other members were given the option to enter into concession agreements to relinquish their membership(s)?

ANSWER: CIMC is empowered, pursuant to its governing documents and laws of the State of South Carolina, to enter into negotiated resolutions of debts by delinquent members. CIMC is unaware of any obligation to notify other club members of the resolution and/or nature of these settlements. Under the circumstances, it is unaware of any instance where the Freys would have been notified of these negotiated settlements.

12. If you answered in the affirmative to Interrogatory 11 then provide the method, date and person(s) giving such notice.

ANSWER: Please see the answer to the foregoing interrogatory.

13. Is the Plaintiff aware of any membership-wide notice or notification being given, at anytime during the course of membership of these Defendants, regarding offers being made to certain members (or types of members) to concede their memberships?

ANSWER: Please see the Plaintiff's answer to Interrogatory No. 11.

14. If the Plaintiff answered affirmatively to Interrogatory 13 then provide the date, method and person providing such notice or notification.

ANSWER: Please see the Plaintiff's answer to Interrogatory No. 11.

15. On what basis or criteria were some members given offers to concede their memberships during the time the Defendants were alleged to be members?

ANSWER: CIMC craves reference to deposition testimony of Harman Switzer. Further responding to Interrogatory No. 15, CIMC would show that any agreements regarding concession were made within CIMC's power and authority granted to it by its governing documents and the laws of the State of South Carolina. Upon information and belief, any such arrangements made would have related to memberships unassociated with real property, and not subject to the mandatory membership requirement imposed in 2001.

16. On what basis or criteria were members expelled during the time the Defendants were alleged to be members?

ANSWER: Please see the Plaintiff's answer to Interrogatory No. 11.

17. How many members either conceded their membership or were expelled from membership of the Plaintiff Club between the years, 2001 and the present.

ANSWER: The Plaintiff objects to Interrogatory No. 17 upon the grounds that the Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

18. For each person numbered in Interrogatory 17 set forth the following:

- a. The full name of the member
- b. The date of the concession or expulsion
- c. The reason for the concession or expulsion

ANSWER: The Plaintiff objects to Interrogatory No. 18 upon the grounds that the Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

19. For members that joined a predecessor Club, of which the Plaintiff now claims it purchased and is the successor in interest, does the Plaintiff believe it is obligated to uphold the promises and agreements made by its predecessor Club to its members?

ANSWER: The Plaintiff objects to Interrogatory No. 19 upon the grounds that the Interrogatory incorrectly states its position and makes incorrect assumptions, and therefore is ambiguous, vague, oppressive, and insufficiently specific. Notwithstanding the foregoing objections, the Plaintiff would crave reference to CIC governing documents and CIMC governing documents referenced in this Plaintiff's answer to Interrogatory No. 3.

20. Identify the specific documents identified as "governing documents" in the Complaint (including at paragraph 8 of the Complaint).

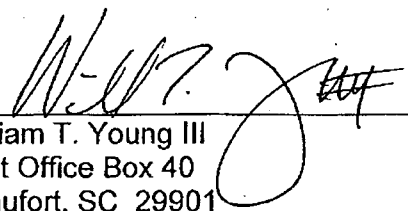
ANSWER: a. CIPOA Declaration (and all amendments thereto);
b. CIMC Plan for Offering of Memberships (and all amendments thereto);
c. CIMC General Club Rules (and all amendments thereto);
d. CIMC By-Laws (and all amendments thereto).

21. For each document listed in response to Interrogatory 20 give the date of all versions, revisions, amendments and changes to each.

ANSWER: Please see this Plaintiff's answers to Interrogatories No. 3 and 20.

(Signature Page to Follow)

HOWELL, GIBSON & HUGHES, P.A.

By: 
William T. Young III
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
Bar No: 75153
Attorney for

And:

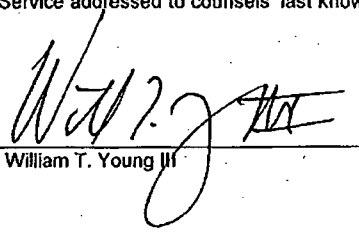
Ehrick K. Haight, Jr.
MINOR, HAIGHT & ARUNDELL, P.C.
P.O. Drawer 6067
Hilton Head Island, SC 29938
(843) 785-8040
Attorneys for The Callawassie Island
Members Club, Inc

Beaufort, South Carolina

April 24, 2014

CERTIFICATE OF SERVICE

I certify that I served the foregoing Answers to Interrogatories upon all counsel of record by affixing same with proper postage placing same with the United States Postal Service addressed to counsels' last known address on 24th day of April, 2014.

By: 
William T. Young III

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) CIVIL ACTION NO: 2012-CP-07-03209

THE CALLAWASSIE ISLAND)
MEMBERS CLUB, INC.,)
)
) Plaintiff,)
)) THE CALLAWASSIE ISLAND
vs.)) MEMBERS CLUB, INC.'S
)) RESPONSES TO THE
MICHAEL J. FREY and GRACE I.)) DEFENDANTS' REQUESTS FOR
FREY,)) PRODUCTION
)
) Defendants.)

TO: BRIAN D. MCDANIEL, ESQUIRE, ATTORNEY FOR JAMES H. SHORT
AND BONITA H. SHORT:

The Plaintiff, The Callawassie Island Members Club, Inc., above named,
responding to the Request for Production propounded by the Defendants, would
show unto this Honorable Court:

1. A copy of all current by-laws, resolutions, Plan of Offering of Membership,
Club Rules, contracts, amendments, covenants, articles, declarations or other
governing documents with regard to members of the Club, including the
Defendant herein, to which you contend the Defendant is obligated as set forth in
paragraph 8 of the Complaint.

RESPONSE: CIMC objects to the Defendant's Request for Production No
1 upon the grounds that request, as phrased, is overly broad, unduly
burdensome, insufficiently specific, oppressive, ambiguous, and vague. CIMC
further objects upon the grounds that the request seeks information and/or
documentation that is neither relevant nor reasonably calculated to lead to the
discovery of admissible evidence. CIMC further objects upon the grounds that
the request seeks information and/or documentation that is protected against
discovery as a result of its status as attorney work product, trial preparation
material, and/or the attorney-client privilege. CIMC further objects upon the
grounds that the request seeks information and/or documentation without a prior
demonstration of those showings mandated by the relevant Rules of Civil
Procedure. Subject to and without waiving the foregoing objections, CIMC

craves reference to its Answers to Defendant's Interrogatories and would state, upon information and belief, that counsel for the Defendant is in possession of these documents. In the event, however, that counsel for the Defendant believes that documents identified within the Answers to Interrogatories have not been produced, counsel for CIMC will produce the same upon a specific request and/or make said documents available for review at a mutually convenient time and place.

2. Provide a copy of the CV and any report or communication with any expert retained by the Plaintiff in this matter.

RESPONSE: CIMC objects to the Defendant's Request for Production No. 2 upon the grounds that the request, as phrased, is overly broad, unduly burdensome, insufficiently specific, oppressive, ambiguous, and vague. CIMC further objects upon the grounds that the request seeks information and/or documentation that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. CIMC further objects upon the grounds that the request seeks information and/or documentation that is protected against discovery as a result of its status as attorney work product, trial preparation material, and/or the attorney-client privilege. CIMC further objects upon the grounds that the request seeks information and/or documentation without a prior demonstration of those showings mandated by the relevant Rules of Civil Procedure. CIMC has not designated an expert at this time, but reserves the right to do so in the future. Upon any such designation, the requested information will be produced.

3. Provide a copy of all letters, faxes, emails, text messages, or other communications from the Plaintiff, or Plaintiff's representative(s), to the Defendant(s)

RESPONSE: CIMC objects to the Defendant's Request for Production No. 3 upon the grounds that the request, as phrased, is overly broad, unduly burdensome, insufficiently specific, oppressive, ambiguous, and vague. CIMC further objects upon the grounds that the request seeks information and/or documentation that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. CIMC further objects upon the grounds that the request seeks information and/or documentation that is protected against discovery as a result of its status as attorney work product, trial preparation material, and/or the attorney-client privilege. CIMC further objects upon the grounds that the request seeks information and/or documentation without a prior demonstration of those showings mandated by the relevant Rules of Civil Procedure. Subject to and without waiving the foregoing objects, CIMC craves reference to its Answers to Interrogatories and would state, upon information and belief, that counsel for the Defendant is in possession of these documents. In the event, however, that counsel for the Defendant believes that documents identified within the Answers to Interrogatories have not been produced, counsel

for CIMC will produce the same upon a specific request and/or make said documents available for review at a mutually convenient time and place.

4. Provide a copy of all items, documents and materials received by the Plaintiff pursuant to a subpoena in the case.

RESPONSE: CIMC objects to the Defendant's Request for Production No. 4 upon the grounds that the request, as phrased, is overly broad, unduly burdensome, insufficiently specific, oppressive, ambiguous, and vague. CIMC further objects upon the grounds that the request seeks information and/or documentation that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. CIMC further objects upon the grounds that the request seeks information and/or documentation that is protected against discovery as a result of its status as attorney work product, trial preparation material, and/or the attorney-client privilege. CIMC further objects upon the grounds that the request seeks information and/or documentation without a prior demonstration of those showings mandated by the relevant Rules of Civil Procedure. Subject to and without waiving the foregoing objects, CIMC craves reference to its Answers to Interrogatories and would state, upon information and belief, that counsel for the Defendant is in possession of these documents. In the event, however, that counsel for the Defendant believes that documents identified within the Answers to Interrogatories have not been produced, counsel for CIMC will produce the same upon a specific request and/or make said documents available for review at a mutually convenient time and place.

5. Provide a copy of all written or recorded statements from any and all witnesses in this matter.

RESPONSE: CIMC is informed and believes that counsel for the defendant is in the possession of any such statements.

6. A copy of any and all video, photographs, documents or other materials which CIMC plans to introduce in the trial in this matter.

RESPONSE: CIMC objects upon the grounds that Request No. 6 of Defendant's Requests for Production seeks to limit the introduction of evidence at trial. CIMC further objects upon the grounds that the request is overly broad, unduly burdensome, insufficiently specific, oppressive, ambiguous, and vague. CIMC further objects upon the grounds that the request seeks information and/or documentation protected against discovery as a result of its status as attorney work product, trial preparation material, and/or the attorney-client privilege. CIMC further objects upon the grounds that the request seeks to limit the introduction of evidence at trial. Subject to and without waiving the foregoing objections, CIMC would show that it has not yet determined what items would be introduced at trial.

7. All communication by and between board members, including all letters, emails, notes, text message or otherwise, related to the charges, fees and assessments against the Defendants herein, or related in any way to the current litigation or the decision to bring the current litigation.

RESPONSE: CIMC objects to Request No. 7 of the Defendant's Requests for Production upon the grounds that the request seeks information and/or documentation that is protected against discovery as a result of its status as attorney work product, trial preparation material, and/or the attorney-client privilege. CIMC further objects upon the grounds that the request seeks information and/or documentation prepared in anticipation of litigation. CIMC further objects upon the grounds that the request is overly broad, unduly burdensome, insufficient specific, oppressive and vague. CIMC further objects upon the grounds that the request seeks information and/or documentation that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

8. All documentation as to the current fair market value of the memberships of the Defendant herein.

RESPONSE: CIMC objects to Request No. 8 of the Defendant's Requests for Production upon the grounds that the request seeks information and/or documentation that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

9. Copy of all documents and materials you intend to introduce in trial in this matter.

RESPONSE: Please see CIMC's responses to Request No. 6.

(Signature Page to Follow)

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

THE CALLAWASSIE ISLAND,
MEMBERS CLUB, INC.)

Plaintiff,)

vs.)

MICHAEL J. FREY and
GRACE I. FREY,)

Defendants.)

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT
2014 APR 19 AM 10:34

CLERK OF COURT
JEAN ANN ROSENEAU
BEAUFORT COUNTY, S.C.
C.A. No.: 2012-CP-07-03209

**NOTICE OF MOTION AND
MOTION TO COMPEL
DISCOVERY**

**TO: EHRICK K. HAIGHT JR., ESQUIRE, STEPHEN P. HUGHES, ESQUIRE,
AND WILLIAM T. YOUNG, ESQUIRE, ATTORNEYS FOR THE
PLAINTIFF THE CALLAWASSIE ISLAND MEMBERS CLUB, INC:**

YOU WILL PLEASE TAKE NOTICE that as soon hereafter as counsel may be heard, the Defendant above-named, by and through their undersigned attorney, will move the Court at Chambers at the Beaufort County Courthouse, Beaufort, South Carolina, for an Order, pursuant to the South Carolina Rules of Civil Procedure, compelling the Plaintiff to provide responses to the Defendants Michael J. Frey and Grace I. Frey's Interrogatories and Request for Production to the Plaintiff, The Callawassie Island Members Club, Inc. served upon the Plaintiff on January 6, 2014 (see Attached Exhibit A).

This Motion is based upon the grounds that the discovery requests were served upon the Plaintiff on January 6, 2014, that more than thirty (30) days have elapsed since the date of such service, and that the Plaintiff has failed to provide responses to said

discovery requests. The Defendants will further move for the costs and reasonable attorney's fees for procuring this Order.

LAW OFFICE OF BRIAN McDANIEL, LLC

BY: 
BRIAN D. MCDANIEL
Post Office Box 2085
2015 Boundary Street, Suite 216
Beaufort, South Carolina 29901
PHONE: (843) 379-5117
FAX: (843) 379-5118

**ATTORNEY FOR THE DEFENDANTS
MICHAEL J. FREY and GRACE I. FREY**

Beaufort, South Carolina
April 15, 2014

RULE 11 CERTIFICATION

The undersigned certifies that, pursuant to Rule 11, he has consulted with opposing counsel by letter March 20, 2014 and has been unable to resolve the matter.

BY: 
Brian D. McDaniel

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

THE CALLAWASSIE ISLAND
MEMBERS CLUB, INC.,
Plaintiff,

v.

MICHAEL J. FREY and
GRACE I. FREY,

Defendants,

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT

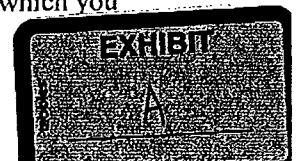
) CASE NO.: 2012-CP-07-3209

) DEFENDANTS MICHAEL J. AND
) GRACE I. FREY INTERROGATORIES
) TO PLAINTIFF, THE CALLAWASSIE
) ISLAND MEMBERS CLUB, INC.

TO: EHRICK K. HAIGHT, JR., ATTORNEY FOR PLAINTIFF THE CALLAWASSIE
ISLAND MEMBERS CLUB, INC.:

The Defendants, Michael J. and Grace I. Frey, by and through their undersigned counsel, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, hereby requests that within thirty (30) days from the date of service hereof, the Plaintiff, The Callawassie Island Members Club, Inc. (hereinafter "the Club"), answer the following Interrogatories:

1. Designate an officer, director, manager agent, or other person who is designated and consents to testify on behalf of the Plaintiff as to the matters asserted in the Plaintiff's Complaint.
2. Give the names and addresses of persons known by the Plaintiff or Plaintiff's counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from each such witness.
3. Set forth a list of photographs, plats, sketches or other prepared documents in the possession of the party that relate to the claim or defense in the case.
4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness in the trial in the case.
5. List all litigation in which the Plaintiff has been a party in the past 6 years and designate the following:
 - a. The parties to the action
 - b. The nature of the litigation
 - c. The outcome of the litigation
 - d. The county in which the litigation was filed
 - e. The attorneys of all parties to the litigation.
6. Give the date of all versions, amendments, revisions, and changes to the "Plan for Offering of Memberships" (referenced in paragraph 4 of your complaint) which you

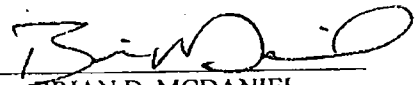


contend have been in force or effect at anytime during the membership of the Defendants.

7. At paragraph 8 in the Complaint the Plaintiff asserts that *"The Defendants' purchase of the membership and their purchase and ownership of Lot 16, Phase 11, require them to remain members in good standing under the terms and conditions of the governing document, including the Plan and Declaration"*.
 - A. Does the plaintiff contend that the "Declarations" create a contractual obligation for these Defendants to maintain their membership in good standing pursuant to Section 5.7.2 of those "Declarations"?
 - B. Specify any section of the "Declaration", other than Section 5.7.2 that the Plaintiff contends creates a contractual obligation upon these Defendants to maintain their membership in good standing, as alleged at paragraph 8 in the Complaint.
8. List all Club members currently delinquent with regard to dues, fees, assessment and other charges specifying the amount and length of any such delinquency.
9. For each person known by counsel to be a witness concerning the facts in the case, set forth either a summary sufficient to inform the Defendant of the important facts known to or observed by the witness.
10. Provide a list of all documents which are in the possession or control of the Plaintiff which relate to the Defendants and/or the membership of either or both of the Defendants, including but not limited to, all applications, resignations, correspondence, contracts, agreements, ballots, files, emails, and notices.
11. Did the Plaintiff ever provide these Defendants with notice that some other members were given the option to enter into concession agreements to relinquish their membership(s)?
12. If you answered in the affirmative to Interrogatory 11 then provide the method, date and person(s) giving such notice.
13. Is the Plaintiff aware of any membership-wide notice or notification being given, at anytime during the course of membership of these Defendants, regarding offers being made to certain members (or types of members) to concede their memberships?
14. If the Plaintiff answered affirmatively to Interrogatory 13 then provide the date, method and person providing such notice or notification.
15. On what basis or criteria were some members given offers to concede their memberships during the time the Defendants were alleged to be members?
16. On what basis or criteria were members expelled during the time the Defendants were alleged to be members?

17. How many members either conceded their membership or were expelled from membership of the Plaintiff Club between the years, 2001 and the present.
18. For each person numbered in Interrogatory 17 set forth the following:
 - a. The full name of the member
 - b. The date of the concession or expulsion
 - c. The reason for the concession or expulsion
19. For members that joined a predecessor Club, of which the Plaintiff now claims it purchased and is the successor in interest, does the Plaintiff believe it is obligated to uphold the promises and agreements made by its predecessor Club to its members?
20. Identify the specific documents identified as "governing documents" in the Complaint (including at paragraph 8 of the Complaint).
21. For each document listed in response to Interrogatory 20 give the date of all versions, revisions, amendments and changes to each.

Law Office of Brian McDaniel, LLC

BY: 

BRIAN D. MCDANIEL
2015 Boundary St., Suite 216
P. O. Box 2085
Beaufort, South Carolina 29901
PHONE (803) 379-5117
FAX (803) 379-5118

ATTORNEY FOR THE DEFENDANTS

Beaufort, South Carolina
January 6, 2014

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	CASE NO.: 2012-CP-07-3209
THE CALLAWASSIE ISLAND	)	
MEMBERS CLUB, INC.,	)	DEFENDANTS MICHAEL J. AND
Plaintiff,	)	GRACE I. FREY'S
	)	REQUEST FOR PRODUCTION
v.	)	TO THE PLAINTIFF
	)	THE CALLAWASSIE ISLAND
MICHAEL J. FREY and	)	MEMBERS CLUB, INC.
GRACE I. FREY,	)	
	)	
Defendants,	)	

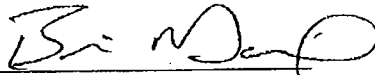
TO: EHRICK K. HAIGHT, JR., ATTORNEY FOR PLAINTIFF THE CALLAWASSIE ISLAND MEMBERS CLUB, INC.:

The Defendants, Michael J. Frey and Grace I. Frey, by and through their undersigned counsel, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, hereby requests that within thirty (30) days from the date of service hereof, the Plaintiff, The Callawassie Island Members Club, Inc. (hereinafter "the Club"), provide a copy or make available for inspection the following:

1. A copy of all current by-laws, resolutions, Plan of Offering of Membership, Club Rules, contracts, amendments, covenants, articles, declarations or other governing documents with regard to members of the Club, including the Defendants herein, to which you contend the Defendants are obligated as set forth in paragraph 8 of the Complaint.
2. Provide a copy of the CV and any report or communication with any expert retained by the Plaintiff in this matter.
3. Provide a copy of all letters, faxes, emails, text messages, or other communications from the Plaintiff, or Plaintiff's representative(s), to the Defendant(s).
4. Provide a copy of all items, documents and materials received by the Plaintiff pursuant to a subpoena in the case.
5. Provide a copy of all written or recorded statements from any and all witnesses in this matter.
6. A copy of any and all video, photographs, documents or other materials which the Plaintiff plans to introduce in the trial in this matter.

7. All communication by and between board members, including all letters, emails, notes, text message or otherwise, related to the charges, fees and assessments against the Defendants herein, or related in any way to the current litigation or the decision to bring the current litigation.
8. All documentation as to the current fair market value of the memberships of the Defendants herein.
9. Copy of all documents and materials you intend to introduce in trial in this matter.

Law Office of Brian McDaniel, LLC

BY: 

BRIAN D. MCDANIEL
2015 Boundary St., Suite 216
Post Office Box 2085
Beaufort, South Carolina 29901
PHONE (803) 379-5117
FAX (803) 379-5118

ATTORNEY FOR THE DEFENDANT

Beaufort, South Carolina
January 6, 2014

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

THE CALLAWASSIE ISLAND,
MEMBERS CLUB, INC.)

Plaintiff,)

vs.)

MICHAEL J. FREY. and
GRACE I. FREY,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C.A. No.: 2012-CP-07-03209

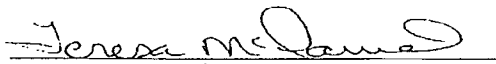
CERTIFICATE OF SERVICE

I, Teresa McDaniel, assistant at The Law Office of Brian McDaniel, LLC, Attorney for the Defendants, Michael Frey and Grace Frey, do hereby certify that on the 6th day of January, 2014, I served a copy of the **Defendants, Michael J. and Grace I. Frey Interrogatories to Plaintiff, The Callawassie Island Members Club, Inc. and the Defendants Michael J. and Grace I. Frey's Request for Production to the Plaintiff The Callawassie Island Members Club, Inc.** upon the Plaintiff by delivering the same via first class postage prepaid US Mail to the Plaintiff's attorneys at the following addresses:

Minor, Haight & Arundell, P.C.
Ehrick K. Haight, Jr. Esquire
P. O. Drawer 6067
Hilton Head Island, SC 29938

Howell, Gibson and Hughes, P.A.
William T. Young, III, Esquire
Stephen P. Hughes, Esquire
P. O. Box 40
Beaufort, SC 29901-0040

LAW OFFICE OF BRIAN McDANIEL, LLC


Teresa McDaniel

Beaufort, South Carolina
January 6, 2014

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

THE CALLAWASSIE ISLAND,)
MEMBERS CLUB, INC.)

Plaintiff,)

vs.)

MICHAEL J. FREY and)
GRACE I. FREY,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C.A. No.: 2012-CP-07-03209

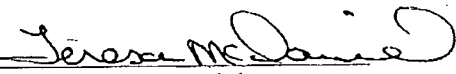
CERTIFICATE OF SERVICE

I, Teresa McDaniel, Legal Assistant of the Law Office of Brian McDaniel, LLC,
Attorney for the Defendants do hereby certify that on this 15th day of April, 2014, I
served copies of the filed **Notice of Motion and Motion to Compel** upon the Plaintiff
by mailing via First Class US Mail postage prepaid to its attorneys at the following
addresses:

Howell Gibson & Hughes, P.A.
William T. Young, III, Esquire
Stephen P. Hughes, Esquire
P.O. Box 40
Beaufort, SC 29901-0040

Minor, Haight & Arundell, P.C.
Ehrick K. Haight, Jr., Esquire
P. O. Drawer 6067
Hilton Head Island, SC 29938

Law Office of Brian McDaniel, LLC

BY: 

Teresa McDaniel

Beaufort, South Carolina
April 15, 2014

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE COURT OF COMMON PLEAS
BEAUFORT COUNTY
FOURTEENTH JUDICIAL CIRCUIT

J. Ernest Kinard, Jr., Judge
Appellate Case No. 2015-000002

RECEIVED

AUG 27 2015
SC Court of Appeals

The Callawassie Island Members Club, Inc.,

Respondent,

v.

Michael J. Frey,

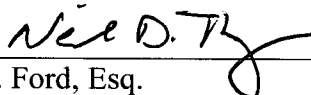
Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

FORD WALLACE THOMSON LLC

August 26, 2015


Ian S. Ford, Esq.
Neil D. Thomson, Esq.
715 King St.
Charleston, SC 29403
T. 843.277.2011
Attorneys for Appellant