

STATE OF SOUTH CAROLINA
In The Supreme Court

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APR 26 2021

S.C. SUPREME COURT

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes III, Master in Equity
and Special Circuit Court Judge

CASE NO. 2019-CP-07-02178

JOSEPH CHAKYING SUN as Trustee
of The 2009 Suns Family Trust, and
JOSEPH CHAKYING SUN, Individually Appellants

v.

BLUFFTON PARK COMMUNITY
ASSOCIATION, Inc. Respondent

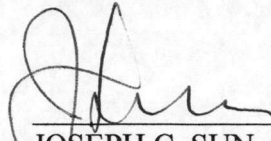
NOTICE OF APPEAL

Joseph Chakyng Sun, individually and Joseph Chakyng Sun as Trustee of The 2009 Suns Family Trust, hereby appeal the Order of the Honorable Marvin H. Dukes, III, Denying their Motion to Reconsider, entered on April 7, 2021, a copy of which Appellant Sun received on about April 9, 2021, and the Master’s Decree of Foreclosure, Sale, and Judgement (\$21,115.47) entered on January 13, 2021, a copy of which Appellant received on January 16, 2021, to the Supreme Court of South Carolina.

This Notice of Appeal is being filed at the South Carolina Supreme Court because during the pendency of the case at the Court of Common Pleas, a Petition of Writ of Mandamus and its amendment were filed at the Supreme Court and served on the respondent, Case No. 2021-000138 addressing the same issues now on appeal in this case. There are several areas in the aforesaid two orders issued at the court of common pleas which Appellant will show to be a deprivation of his constitutional rights to due process of the law and the violation of the South Carolina Rules of Civil Procedure. These matters may be addressed by this court pursuant to SCACR, Rule 203(d)(1)(A)(ii).

Respectfully submitted,

April 16, 2021
Bluffton, SC 29910



JOSEPH C. SUN, pro se
P. O. Box 2543
Bluffton, SC 29910
843-226-8788

Scott M. Wild, Esq.
Attorney for Respondent
P. O. Box 6867
Hilton Head Island, SC 29938
(843) 785-9453
scott@wildlawfirm.com

CERTIFICATE OF SERVICE

This is to certify that I have this date served the Respondent a copy of this Notice of Appeal, by depositing a copy of same in the U.S. Mail to:

Scott M. Wild, Esq.
P. O. Box 6867
Hilton Head Island, SC 29938

and by email to: scott@wildlawfirm.com

This 16th day of April, 2021.



JOSEPH C. SUN
P. O. Box 2543
Bluffton, SC 29910
843-226-8788

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2019 CP-07-02178

Bluffton Park Community Association, Inc.

Joseph Chakyng Sun as Trustee of The 2009 Sun's Family Trust in South Carolina, USA; Joseph Chakyng Sun, Individually; Liling Sun n/k/a Liling Walsh; Oleyssa Matyushevsky; Christine Varg; and Citizens Opposed to

PLAINTIFF(S)

Domestic Abuse
 DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY

Attorney for : Plaintiff Defendant
 or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

The Motion to Reconsider, heard March 8, 2021 is respectfully denied.

Due to the fact that the lien in this case appears to be in first position with significant equity in the property, no sale shall occur sooner than 60 days to allow the parties a final opportunity to resolve the matter.

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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Beaufort Common Pleas

Case Caption: Bluffton Park Community Association Inc VS Joseph Chakyng Sun ,
defendant, et al
Case Number: 2019CP0702178
Type: Master/Order/Form 4

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2021-04-07 10:52:00 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Bluffton Park Community Owners Association, Inc.,

Plaintiff,

vs.

Joseph Chakyng Sun as Trustee of The 2009 Sun's Family Trust in South Carolina, USA; Joseph Chakyng Sun, Individually; Liling Sun n/k/a Liling Walsh; Olesya Matyushevsky; Christine Varg; and Citizens Opposed to Domestic Abuse,

Defendant(s).

) IN THE COURT OF COMMON PLEAS
) FOR THE 14TH JUDICIAL CIRCUIT
) CIVIL CASE NO.: 2019-CP-07-02178

) Master's Decree of Foreclosure Sale,
) and Judgment (\$21,115.47)

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APR 28 2021
S.C. SUPREME COURT

Pursuant to the Order of Default and Reference entered herein on June 5, 2020, this case has been referred to me, as Master In Equity for Beaufort County, for a remote foreclosure hearing which was conducted via the Court's Cisco Webex video conference system on July 16, 2020 at 10:00 AM. Parties were also given the opportunity to participate in person at the Courthouse located at 102 Ribaut Road, Beaufort, South Carolina as long as they provided 48 hours notice and adhered to all county-specific and court-specific Coronavirus/COVID-19 requirements and restrictions. For the Plaintiff herein, Bluffton Park Community Owners Association, Inc. (hereinafter, the "Association"), was Scott M. Wild, attorney for the Association, who appeared remotely. Julie Smith, agent for the Association was also present remotely. Defendant Joseph Chakyng Sun, Individually and as Trustee of The 2009 Sun's Family Trust in South Carolina, USA (hereinafter, collectively the "Sun Defendants") were present. Defendant Liling Sun n/k/a Liling Walsh (hereinafter, "Liling Sun") was not present. Defendant Olesya Matyushevsky (hereinafter, "Matyushevsky") was not present. Defendant Christine Varg (hereinafter, "Varg")

was not present. Defendant Citizens Opposed to Domestic Abuse (hereinafter, "CODA") was not present. **The matter actually came to be heard on July 17, 2020 by consent of the parties and was held open until August 4, 2020 for the taking of additional evidence from Mr. Sun and to present his defenses, which hearing was reconvened on that day.**

Having heard the uncontroverted pleadings in this case, I make the following findings of facts and conclusions of law:

1. The Association filed a Summons & Complaint, *Lis Pendens*, and Certificate of Exemption from South Carolina Supreme Court Administrative Order 2011-05-02-01 (hereinafter collectively referred to as the "Complaint") in this matter with the Office of the Clerk of Court for Beaufort County, South Carolina on October 1, 2019 seeking foreclosure of certain real property located in Beaufort County, South Carolina (hereinafter referred to as the "Property").

2. The Association attempted personal service at the Property (as defined later herein) address through the Office of the Sheriff for Beaufort County, South Carolina. Said Office made five (5) attempts between October 29 and November 1, 2019 without success, and as reflected by the Affidavits of Non-Service in the records of the Office of the Clerk of Court.

3. Thereafter, the Association filed a Motion for Publication, Affidavit in Support of Publication, Proposed Order of Publication and Summons for Publication and Notice of Filing with the Office of the Clerk of Court for Beaufort County, South Carolina on December 23, 2019. Copies of these documents were sent to Joseph Chakyng Sun individually (hereinafter, "Joseph Sun") and The 2009 Sun's Family Trust in South Carolina, USA through its Trustee Joseph Chakyng Sun (hereinafter, the "Sun's Family Trust") via regular mail as evidenced by the Certificate of Service of record with the Office of the Clerk of Court for Beaufort County, South Carolina as of December 23, 2019, and which were sent to the Property address and also to P.O.

Box 2543, Bluffton, SC 29910 as required by S.C. Code Ann. 15-9-740. The motion and affidavit detail the failed service attempts.

4. Thereafter, the Association again attempted personal service via the following manners, all as reflected in the Clerk of Court's records:

- a. Joseph Sun – Federal Express, signature required, to the Property address.¹
- b. Joseph Sun –certified mail, restricted delivery, return receipt requested, to the aforementioned PO Box.²
- c. Sun's Family Trust – Federal Express, signature required, to the Property address.³
- d. Sun's Family Trust – certified mail, restricted delivery, return receipt requested, to the aforementioned PO Box.⁴

5. Thereafter, an Amended Affidavit in Support of Publication was filed with the with the Office of the Clerk of Court for Beaufort County, South Carolina on January 24, 2020. This Amended Affidavit details the subsequent service attempts which show refused or returned instructions. A copy of the Amended Affidavit in Support of Publication was served on Joseph Sun and the Sun's Family Trust via regular mail to the PO Box and the Property address as evidenced by the Certificate of Service which is of record with the Office of the Clerk of Court for Beaufort County, South Carolina as of January 27, 2020. The Clerk's records reflect that both regular mails were returned with "return" written on the front.

6. The Court entered the Order of Publication on January 31, 2020. A copy of the Order of Publication was served on Joseph Sun and the Sun's Family Trust as evidenced by the Certificate of Mailing, which is of record with the Office of the Clerk of Court for Beaufort County,

¹ Signed for by "A. Sun", then returned "Refused: DO NOT WANT PKG".

² Returned with "Refused" showing on its face.

³ Signed for by "A. Sun", then returned "Refused: DO NOT WANT PKG".

⁴ Returned with "Refused" showing on its face.

South Carolina as of February 12, 2020, via certified mail to the Property address and the PO Box. The Clerk's records reflect that the certified mails were returned unclaimed.

7. The Summons for Publication and Notice of Filing were served via regular mail on February 21, 2020 upon Joseph Sun and the Sun's Family Trust to the PO Box, as is evidenced by the Certificate of Mailing, which is of record with the Office of the Clerk of Court for Beaufort County, South Carolina as of February 26, 2020.

8. The Association served Joseph Sun and served the Sun's Family Trust, with a copy the Complaint via Publication, as evidenced by the Affidavit of Publication which is of record with the Office of the Clerk of Court for Beaufort County, South Carolina as of March 18, 2020 (ran February 26, March 4, and March 11, 2020).

9. The Summons for Publication and Notice of Filing were served via regular mail on May 28, 2020 upon Joseph Sun and the Sun's Family Trust to the Property address, as is evidenced by the Certificate of Mailing, which is of record with the Office of the Clerk of Court for Beaufort County, South Carolina as of May 28, 2020.

10. The Sun Defendants failed to serve upon the Association any responsive pleading within thirty (30) days of service of the same, and the Association filed Affidavits of Default and Non-Military Service as to the Sun Defendants on June 5, 2020 with the Office of the Clerk of Court for Beaufort County, South Carolina.

11. The Association, on October 28, 2019, pursuant to S.C. Code Ann. §15-35-840, Bluffton Park served Liling Sun through J. Samuel Scoville, Esq., who obtained a judgment on her behalf and/or was her attorney of record in said suit leading to said judgment, with a copy of the Complaint via Certified Mail Restricted Delivery at 101 Craven Street, Beaufort, SC 29902, which proof of service is of record with the Office of the Clerk of Court for Beaufort County, South

Carolina as of November 1, 2019 in accordance with Rule 4 of the *South Carolina Rules of Civil Procedure* (“*SCRCP*”).

12. Liling Sun failed to serve upon the Association any responsive pleading within thirty (30) days of service of the same, and the Association filed an Affidavit of Default and an Affidavit of Non-Military Service as to Liling Sun on February 28, 2020 with the Office of the Clerk of Court for Beaufort County, South Carolina.

13. The Association, on October 28, 2019, pursuant to S.C. Code Ann. §15-35-840, Bluffton Park served Matyushevsky, Varg and CODA through Charles J. Baker, III, Esq., who obtained a judgment on their behalf and/or was their attorney of record in said suit leading to said judgment, with a copy of the Complaint via Certified Mail Restricted Delivery at 5 Exchange Street, Charleston, SC 29401, which proof of service is of record with the Office of the Clerk of Court for Beaufort County, South Carolina as of December 11, 2019 in accordance with Rule 4 of the *South Carolina Rules of Civil Procedure* (“*SCRCP*”).

14. Matyushevsky failed to serve upon the Association any responsive pleading within thirty (30) days of service of the same, and the Association filed an Affidavit of Default and an Affidavit of Non-Military Service as to Matyushevsky on February 28, 2020 with the Office of the Clerk of Court for Beaufort County, South Carolina.

15. Varg failed to serve upon the Association any responsive pleading within thirty (30) days of service of the same, and the Association filed an Affidavit of Default and an Affidavit of Non-Military Service as to Varg on February 28, 2020 with the Office of the Clerk of Court for Beaufort County, South Carolina.

16. CODA failed to serve upon the Association any responsive pleading within thirty (30) days of service of the same, and the Association filed an Affidavit of Default and Non-Military

Service as to CODA on February 28, 2020 with the Office of the Clerk of Court for Beaufort County, South Carolina.

17. On June 5, 2020, upon the Association's application, this Court signed an Order of Default and Reference which placed the Sun Defendants, Matyushevsky, Varg and CODA in default and referred this matter to the Office of the Master in Equity for Beaufort County, South Carolina.

18. On June 5, 2020, the Association filed with the Court a Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT").

19. No party has properly raised any issues related to the Association's standing to prosecute this action.

20. The Association, by and through its counsel, notified the Sun Defendants, Matyushevsky, Varg and CODA of the time, date, and place of the foreclosure hearing in this matter by U.S. First Class Mail on June 18, 2020, which notice, and corresponding Certificate of Service are of record with the Office of the Clerk of Court for Beaufort County as of June 18, 2020.

21. The Association is an owner's association charged with the administration of the Community described herein according to the Declaration of Covenants, Conditions, and Restrictions for Bluffton Park Residential Property (hereinafter, the "Community"), recorded on August 1, 2001 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1453 at Page 942, and all amendments thereto (hereinafter, collectively, the "Covenants"), and the Property (defined hereinafter) is located in Beaufort County, South Carolina.

22. I took judicial notice of the Covenants and all amendments thereto as an exhibit in this matter.

23. From November 16, 2017 to May 1, 2019, Joseph Sun owned the Property, as evidenced by the Warranty Deed recorded on November 16, 2017 with the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3622 at Page 2727-2729.

24. As of the date the Association filed this action, Sun's Family Trust owned the Property by virtue of a Warranty Deed recorded on May 2, 2019 with the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3756 at Page 2136-2138, and which is more particularly described as follows:

All that certain piece, parcel, lot or track of land, with all improvements thereon, situated, lying and being in Bluffton Park, Town of Bluffton, County of Beaufort, State of South Carolina, being more fully shown and delineated as Lot M3, on that certain plat entitled "A PROPOSED SUBMISSION PLAT OF TRACT B-3A, A PORTION OF TRACT B-3, A SECTION OF BLUFFTON PARK, FORMERLY THE GEORGE SHULTS TRACT, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by T-Square Group, Inc., Forrest F. Baughman, P.L.S. No. 4922, dated October 13, 2006, last revised January 26, 2007, which is recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 118 at Page 65. For a complete and accurate description as to location, metes, bounds, distances, direction, and all other matters shown and disclosed thereon, reference to said plat of record shall be had.

TMS #: R610 039 000 1375 0000

Address: 18 Sixth Avenue
Bluffton, SC 29910

25. I took judicial notice of the Deeds to the Property.

26. Sun's Family Trust is still the record owner of this Property.

27. Testimony and the public record show that said Property is subject to all provisions, restrictions, covenants, conditions, and affirmative obligations contained in the Covenants, and which has been in full force and effect at all times herein.

28. Testimony and the Affidavit of Julie Smith show that Association fees and insurance fees were established and are applied against each and every lot in the Community for

the purpose of obtaining insurance coverage and paying such expenses incurred in operating, maintaining, altering, modifying, improving, repairing, and replacing the common elements of the Community in accordance with the Covenants.

29. That upon the purchase of said Property, Joseph Sun became personally obligated to pay all assessments, fines, charges, levies, and demands of the Association intended for use on the common elements and that said obligations operate as a lien against the property for non-compliance with the Covenants.

30. That upon the purchase of said Property, Sun's Family Trust became obligated to pay all assessments, fines, charges, levies, and demands of the Association intended for use on the common elements and that said obligations operate as a lien against the property for non-compliance with the Covenants.

31. According to the Covenants, Sun's Family Trust is responsible for all Association fees, late fees, and administrative fees that accrued prior to its purchase of the Property and which accrued and will continue to accrue as determined by the Covenants, plus attorney fees under the Covenants incurred collecting such amounts, and costs of this action in accordance with the same, since its purchase of the Property.

32. Julie Smith's affidavit and testimony establish that the installments of periodic Association fees, late fees, legal fees, collection costs, insurance assessments, and other charges to this account have not been made as required under the terms and conditions of the Covenants, and the Association has been required to place the same into the hands of its attorney for collection.

33. Mr. Sun had admitted that he is a trustee of the Sun Family Trust.

34. Mr. Sun has admitted that the PO Box is a good address for him such that he has received the Association's mailing to him there.

35. The Association has made numerous demands upon the Sun Defendants to pay said delinquent account for monthly regime dues, insurance charges and periodic assessments, costs of collection and attorney fees, but the Sun Defendants have failed and continue to fail to pay the sums due the Association.

36. The Association has performed all of its obligations and requirements to accelerate the balance and the Sun Defendants above received all notices to which he / she / it / they is / are entitled under law.

37. On September 23, 2019, the Association filed a lien against the Property in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Lien Book 141 at Pages 369-373 (hereinafter, the "Lien").

38. I admitted a copy of said Lien as an exhibit in this matter.

39. The amounts due and owing to the Association, exclusive of attorney fees, expenses, and court costs, in connection with the Property as described in this Order, secured by the Property is was established as Thirteen Thousand One Hundred Eighty Five and 78/100^{ths} Dollars (\$13,185.78), including unpaid monthly regime fees, late fees, insurance assessments, and other charges; and is itemized as set out on the statement incorporated into the Record of Testimony and Verified Statement and Affidavit of Debt as an Exhibit, which is incorporated herein, and as testified to by Julie Smith.

40. The amounts due and owing to the Association, exclusive of attorney fees, expenses, and court costs, in connection with the Property as described in this Order, by Joseph Sun is Twelve Thousand Three Hundred Ninety-Five and 11/100^{ths} Dollars (\$12,395.11), including unpaid monthly regime fees, late fees, insurance assessments, and other charges; and is itemized as set out on the statement incorporated into the Record of Testimony and Verified

Statement and Affidavit of Debt as an Exhibit, which is incorporated herein, and as testified to by Julie Smith.

41. The amounts due and owing to the Association, exclusive of attorney fees, expenses, and court costs, in connection with the Property as described in this Order, by Sun' Family Trust is Seven Hundred Ninety and 67/100^{ths} Dollars (\$790.67), including unpaid monthly regime fees, late fees, insurance assessments, and other charges; and is itemized as set out on the statement incorporated into the Record of Testimony and Verified Statement and Affidavit of Debt as an Exhibit, which is incorporated herein, and as testified to by Julie Smith.

42. I admitted a copy of various account statements for the Property as an exhibit in this matter.

43. In addition to the amounts due under the Covenants, I have considered the time and labor involved by Scott M. Wild of The Law Offices of Scott M. Wild, LLC for the Association; the skill required to perform the services necessary in this action; the amount involved; the results obtained; the skill, experience, reputation and ability of the attorneys; and being familiar with the customary fees for like services in Beaufort County, South Carolina, I find that the sum of Five Thousand Nine Hundred Twenty-Nine and 69/100^{ths} Dollars (\$5,929.69) is a reasonable sum to allow for court costs, expenses and attorney fees charged through July 13, 2020, and further, that the sum of Two Thousand and NO/100^{ths} Dollars (\$2,000.00) is a reasonable sum to allow for the work necessary to conclude this action, including additional attorney fees, court costs, and expenses as set out in the Affidavit of Attorney Fees filed with this Court.

44. I admitted a copy of an Affidavit of Attorney Fees signed by the Association's attorney as an exhibit in this matter.

45. I have determined that in regards to the attorney fees incurred against the Property in the collection of the outstanding delinquency and the bringing of this action as follows: 1) Joseph

Sun is personally liable for Two Thousand Three Hundred Seventy-Eight and 91/100^{ths} Dollars (\$2,378.91), or in other words 30% of all attorney fees; and the Sun's Family Trust is personally liable for Five Thousand Five Hundred Fifty and 78/100^{ths} Dollars (\$5,550.78), or in other words 70% of all attorney fees.

46. The Association has waived in writing its right to seek a deficiency judgment against the Sun Defendants and seeks foreclosure of its Lien. Therefore, no personal judgment shall be entered against the Sun Defendants.

47. The Association should have judgment of foreclosure on its lien rights and a judgment for a breach of the Covenants.

48. Any party claiming an interest in the Property is entitled to notice of the disposition of any surplus funds generated by the sale of this Property in accordance with Rule 71 of the *South Carolina Rules of Civil Procedure* and custom of this Court.

49. Having failed to timely answer the Summons and Complaint in accordance with South Carolina law, all allegations in the Complaint are admitted.

50. I find Ms. Smith established the full debt via her affidavit and her testimony.

**BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS, IT IS ORDERED,
ADJUDGED AND DECREED:**

A. As of the July 17, 2020 hearing date, the debt the Property owe(s) the Association in connection with the Property as referenced above and within this Order is Twenty-One Thousand One Hundred Fifteen and 47/100^{ths} Dollars (\$21,115.47), consisting of principal, interest, late fees, costs of collection, court costs, expenses and attorney fees, and the Association shall have lien against the Property in that amount.

B. As of the July 17, 2020 hearing date, the debt Joseph Sun owe(s) the Association in connection with the Property as referenced above and within this Order is Fourteen

Thousand Seven Hundred Seventy-Four and 02/100^{ths} Dollars (\$14,774.02), consisting of principal, interest, late fees, costs of collection, court costs, expenses and attorney fees, and the Association shall have a money judgment against Joseph Sun in that amount.

- C. As of the July 17, 2020 hearing date, the debt Sun's Family Trust owe(s) the Association in connection with the Property as referenced above and within this Order is Six Thousand Three Hundred Forty-One and 45/100^{ths} Dollars (\$6,341.45), consisting of principal, interest, late fees, costs of collection, court costs, expenses and attorney fees, and the Association shall have a money judgment against Sun's Family Trust in that amount.
- D. The amount of this judgment shall be subject to any additional attorney fees and costs incurred by the Association that exceed the amount allotted above.
- E. Subsequent attorney fee may be established by subsequent proceedings.
- F. Any other charges, expenses, costs, dues, or other charges attributable to this matter or the Property may be established by subsequent proceedings.
- G. Should the Association be forced to pay any past due taxes on the Property before the foreclosure sale of the Property, those amounts shall be added to this judgment.
- H. The Lien of the Association shall be foreclosed and Sun's Family Trust, and anyone claiming by, through or under him/her/it/them, shall be barred of any right, title, interest in, lien upon, or equity of redemption in or to the subject premises except those parties holding superior liens.
- I. The subject Property be shall be sold by the Master-in-Equity for Beaufort County, South Carolina, at public auction in the Beaufort County Courthouse in the City of Beaufort, South Carolina, after due advertisement according to law, on the first available sales day after entry of this Order (and should the regular sales day fall on a legal holiday, the sales

day shall be on the Tuesday next following the legal holiday or the next day thereafter)

upon the following terms, to wit:

- a. For cash, and the Master will require a deposit of five (5%) of the bid amount, in cash or its equivalent, the same to be applied to the purchase price only upon compliance with the bid, but in the case of non-compliance with the bid within thirty (30) days from the date of the bid, the same shall be forfeited and applied to the debt.
 - b. If, upon such sale being made, the high bidder shall fail to comply with the terms of the bid within thirty (30) days of making the bid, the Master may advertise the premises for sale at some subsequent sales day, at the risk of the former bidder, and so on from time to time until compliance with a bid shall be achieved;
 - c. If the Association is the successful bidder at the sale, however, for a sum not exceeding the cost of sale and the indebtedness on the Property to the Association, in full, the Association may pay unto the Master only the amount of costs, crediting the balance on the Association's bid on the indebtedness found to be owing by the Sun Defendants to the Association;
 - d. The Association has expressly waived its right to seek a deficiency judgment against the Sun Defendants and therefore the bidding shall not remain open for a period of thirty (30) days;
 - e. It is a condition of the sale that the sale shall not occur if the Association or its attorney is not present at the sale;
 - f. The Purchaser at said sale, other than the Association, shall pay any and all recording fees, commissions, and any applicable State, County or Municipal documentary stamp or transfer fee expense; and
 - g. The Master shall, upon compliance with the terms of the Purchaser's bid, issue a good and sufficient title and Deed to the premises and Property sold pursuant to that Order.
 - h. The sale shall be subject to any real property taxes or special assessments that are due and owing as of the date of the sale, as well as any liens superior to the Lien of Association hereby foreclosed.
 - i. Sun's Family Trust is/are permitted to redeem the Property by paying the judgment amount, plus all additional costs, before the judicial sale of this Property.
- J. The full amount of this judgment shall carry interest at the statutory rate of eight and three-quarter *per cent* (8.75%) per annum, or the then-prevailing statutory judgment rate until compliance with the successful bid is made.

- K. The proceeds from the sale should be applied as follows:
- a. To the payment of the costs and expenses of the sale, including the Master's fee; then
 - b. To the satisfaction of the Sun Defendants' judgment debt to the Association, and attorney's fees, or so much thereof as the purchase money will pay of the same; then
 - c. The surplus, if any, will be held for distribution pursuant to further order of the Court.
- L. Upon making the sale of the Property, and upon the execution and delivery to the purchaser or purchasers of a Deed(s) to the Property, said purchaser or purchasers shall be let into possession of the Property upon production of the deed(s); and further that upon request of the holder of the Deed(s), the Sheriff of Beaufort County shall put the holder of the Deed(s) into possession of the premises. In addition, the purchaser shall be entitled to have said Sheriff place any items, not including fixtures, left in the Property onto the street or public way immediately adjacent to the Property.
- M. The Property is owned by a Trust and therefore under South Carolina law cannot be considered a primary residence of Sun's Family Trust. Additionally, the Covenants contains language specifically waiving rights under the Homestead Act in S.C. Code Ann. § 15-41-30 (1976, as amended). Furthermore, the obligation to pay fees to the Association ran with the Property prior to Sun's Family Trust acquiring an interest and Sun's Family Trust took title subject to that obligation, such that the Homestead Exemption would not apply.
- N. The Association's action is not subject to South Carolina Supreme Court Order 2011-05-02-01 as this is not a mortgage foreclosure.
- O. The Association's action is not subject to the CARES ACT.
- P. All remaining motions are denied as follows:

- a. The Sun Defendants' Motion to Open and Set Aside Default – This motion was filed after the hearings: August 7, 2020. I declined to hear the motion at the July 17, 2020 foreclosure hearing as notice of it was untimely and it was not reflected in the records before me at the time of the hearing. Regardless, I deny the motion on the grounds that Mr. Sun, in his and the Sun Family Trust's Answer (footnote 1), in the instant motion (¶6), and at the July 17, 2020 trial of this matter, admitted to having at least constructive notice of this action in March 2020; further, service by publication appears from the record to have been properly conducted; further still, the facts or statements of law about the running of published summonses or the illegality of service of process during the COVID-19 lockdown do not excuse Defendants' failure to timely answer, are unfounded and do not constitute a legal justification for the Sun Defendant's failure to answer. Therefore, the motion is, denied.
- b. The Sun Defendants' Motion for Permanent Injunction and/or Temporary Restraining Order – This motion was filed after the two hearings. No irreparable harm exists. A party cannot create their own harm or prejudice through delay. As admitted by Mr. Sun, he was on notice of this lawsuit no later than March 2020. Therefore, the motion is denied.
- c. The Association's Notice of Motion and Motion for a Protective Order – While all discovery was issued by the Sun Defendants after the foreclosure hearing, I find this motion of no consequence and is hereby mooted by this Order and correspondingly denied.
- d. All other motions are hereby denied.

- Q. This Court retains jurisdiction to hear any issues related to Sun's Family Trust's ejectment from the Property or the ejectment of their tenants(s).
- R. This Court shall retain jurisdiction to finalize all matters in this case.
- S. That, in addition to all notices to the property owner(s) which are required by SCRCP or other law, in a case involving property owner's SCRCP 55 default, or any other case or circumstance where property owner(s) would not ordinarily receive a copy of the Order of Foreclosure and/or Notice of Sale, the party seeking foreclosure (Foreclosing Party) shall within 5 (five) days of execution of this Order cause this Order and the Notice of Sale (if available) to be served by US Mail upon said property owner(s).
- a. An affidavit of such service shall be filed with the Clerk of Court expeditiously.
 - b. In cases where the Notice of Sale is executed later in time than the Order, service shall be accomplished separately, and shall be sent no later than 5 (five) days from receipt by the Foreclosing Party.

AND IT IS SO ORDERED.

The Honorable Marvin Dukes, III Master-in-Equity for Beaufort County, South Carolina

Beaufort, South Carolina,
This ____ day of _____, 2020.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019 CP-07-02178

Bluffton Park Community Owners Association, Inc.

Joseph Chakyng Sun as Trustee of The Sun's
 Family Trust in South Carolina, USA, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott M. Wild, LLC	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or
	<input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

The property which is the subject of this action shall be sold at public sale pursuant to the Master's Decree of Foreclosure, Sale and Judgment. This matter shall remain open for the Association to establish additional debt.

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Bluffton Park Community Owners Association, Inc.	Property	\$TBD
Bluffton Park Community Owners Association, Inc.	Joseph Chakyng Sun	\$ TBD
Bluffton Park Community Owners Association, Inc.	The Sun's Family Trust in South Carolina, USA	\$ TBD
If applicable, describe the property, including tax map information and address, referenced in the order:		

All that certain piece, parcel, lot or track of land, with all improvements thereon, situated, lying and being in Bluffton Park, Town of Bluffton, County of Beaufort, State of South Carolina, being more fully shown and delineated as Lot M3, on that certain plat entitled "A PROPOSED SUBMISSION PLAT OF TRACT B-3A, A PORTION OF TRACT B-3, A SECTION OF BLUFFTON PARK, FORMERLY THE GEORGE SHULTS TRACT, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by T-Square Group, Inc., Forrest F. Baughman, P.L.S. No. 4922, dated October 13, 2006, last revised January 26, 2007, which is recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 118 at Page 65. For a complete and accurate description as to location, metes, bounds, distances, direction, and all other matters shown and disclosed thereon, reference to said plat of record shall be had.

TMS #: R610 039 000 1375 0000

Address: 18 Sixth Avenue
Bluffton, SC 29910

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

Scott M. Wild, LLC

P.O. Box 6867

Hilton Head Island, SC 29938

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

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

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

