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

VIDEOTAPED DEPOSITION OF
CATHERINE S. WEIS, as 30(b)(6)
representative of TIDEWATER
PLANTATION COMMUNITY ASSOCIATION, INC.
DECEMBER 5, 2025

TIDEWATER PLANTATION COMMUNITY ASSOCIATION, INC.,

Plaintiff,

vs. CASE NO. 2021-CP-26-04599

SUZANNE N. NORTON, Individually; KENNETH R. NORTON, Individually; SUZANNE N. NORTON, As Trustee of the Suzanne N. Norton Living Trust Dated May 8, 2012; and KENNETH R. NORTON, As Trustee of the Kenneth R. Norton Living Trust Dated May 8, 2014,

Defendants.

TIME: 11:26 A.M.

LOCATION: BELLAMY LAW FIRM
MYRTLE BEACH, SOUTH CAROLINA

REPORTED BY: TERI L. KENNELLY, RPR, CRR
CLARK BOLEN
CHARLESTON, SC 29407
843-762-6294
WWW.CLARKBOLEN.COM
Office@clarkbolen.com

A P P E A R A N C E S

ON BEHALF OF PLAINTIFF:

COPELAND STAIR VALZ
BY: TAYLOR CARY
40 Calhoun Street
Suite 400
Charleston, SC 29401

ON BEHALF OF DEFENDANTS:

BELLAMY LAW FIRM
BY: HOWELL BELLAMY
1000 29th Avenue North
Myrtle Beach, SC 29577

Also Present: Ayden Collins-Peterson, videographer
Toby Richards
Kenneth R. Norton

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THE VIDEOGRAPHER: The following will be the videotaped 30(b)(6) deposition of Tidewater Plantation Community Association, Incorporated, in the matter of Tidewater Plantation Community Association, Incorporated, versus Suzanne Norton, et al. File number 2021-CP-26-04599.

Today's date is December 5th, and the time is 11:28 a.m. We are located here today at Bellamy Law Firm, 1000 29th Avenue, North Myrtle Beach, South Carolina. The court reporter is Teri Kennelly, and the videographer is Ayden Collins-Peterson.

At this time I ask all attorneys present to state their name and whom they represent for the record.

MS. CARY: Taylor Cary for the plaintiff, Tidewater Plantation Community Association.

MR. BELLAMY: Howell Bellamy, the Bellamy Law Firm, for the defendants, Suzanne N. Norton, individually; Kenneth R. Norton, individually; Suzanne N. Norton, as trustee of the Suzanne N. Norton Living Trust Dated May 8, 2012; and the -- Kenneth R. Norton, as trustee of

the Kenneth R. Norton Living Trust dated May 8, 2014, as indicated in the caption.

THE VIDEOGRAPHER: Will you swear in the witness, please.

CATHERINE S. WEIS,

having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. BELLAMY:

Q. Cathy -- or let me say this. Ms. Weis, is it all right to call you Cathy?

A. Of course.

Q. Okay. And you and I have met before in a previous deposition --

A. Yes.

Q. -- in another lawsuit.

Okay. Prior to the other lawsuit that, Cathy, you were involved -- involved in, have you ever been deposed in any other lawsuits?

A. No.

Q. Okay. What -- what I want to do for the record, our Rules of Civil Procedure -- our Rules of Civil Procedure require me to kind of go over certain rules with you, and let me take a few minutes to do that.

The first rule is, as you can see, we've got the court reporter here, Teri, who's taking your testimony. So when I ask a question, I need you to respond verbally yes and no and you can explain, but nonverbal response, she cannot record. Like, you know, when you wave your head up like "yeah" or sideways like "no," she can't record that, so you need to respond verbally and then -- yes or no, and then you can always explain your answer or refer to documents you need to refer to.

Can we agree upon that?

A. I understand.

Q. Okay.

A. Yes.

Q. And, Cathy, if I ask a question that is incomprehensible or unclear, which I can do; I'm human, I would ask you to ask me to restate my question so that you can understand it. And if you need me to define some things or explain some things, I'll be more than happy to do that. And can we agree that if I ask a question and you answer it that you understood my question?

A. Yes, we can agree to that.

Q. And if you need to take a break or

anything, the only thing I would ask is if I've asked a question, I would ask you to finish it before we need to take a break, okay?

A. Okay.

Q. And if -- if I ask a question, you have to answer it. Your attorney will -- you know, obviously may object to it, but you still have to answer it. She'll object to form, and you have to answer it.

Now, the only exception would be is if she asserts a certain privilege on your behalf, okay?

A. Okay.

Q. And then -- but then you have to wait until she does that. If you have any -- any things that you need to -- as far as ask me things, direct your questions to me, not to your attorney.

It's important, once the deposition begins, you cannot -- if we take a break, you cannot go to your attorney and say, What do you think about this? How should I ask this question [sic]? You know, you can't look to your attorney for advice on that once the deposition begins, okay?

A. I understand.

Q. Okay. Now, prior to the beginning of the deposition, Cathy, I handed you Defendants' Exhibit Number 1 and Defendants' Exhibit Number 2. Do you have them in front of you?

(Exhibit No. 1 marked for identification.)

(Exhibit No. 2 marked for identification.)

A. I do.

Q. Okay. Prior to your deposition, have you had an opportunity to review Rule 30(b)(6)?

A. No, I don't believe I have.

Q. Okay. Let me -- let me read this into the record, okay? What I'm -- what I'm reading into the record is Rule 30(b)(6) of the South Carolina Rules of Civil Procedure.

And under subsection 6, quote, A party may in his notice and in a subpoena name as a deponent a public or private corporation or a partnership or association or governmental agency and describe with reasonable particularity the matters on which examination is requested.

In the [sic] event, the organization so named shall designate one or more officers,

directors or managing agents, or other persons who consent to testify on its behalf and may set forth for each person designated matters on which they will testify.

A subpoena shall advise a nonparty organization of its duty to make such a designation. The persons so designated shall testify as to matters known or reasonably available to the organization. The sub -- subdivision (b)(6) does not preclude taking a deposition by any procedure authorized in these rules, end quote.

Did you get a chance to -- did you get a chance to review the Rule when I read it? Do you have any --

A. Well, I was looking for it. I didn't -- is it number 6? Is that what --

Q. Number 6, yeah.

A. Yeah, I was -- okay.

Q. Take -- yeah. Take -- just take a minute -- since you didn't get to do it, just take a minute to read that into the record and then let me know if you have any questions. Verbally read it into the record, okay, make sure that -- yeah.

A. You want me to read it?

Q. Yeah.

A. A party may in his notice and in a subpoena name as the dep- -- the deponent a public or private corporation or a partnership or association or governmental agency and describe with reasonable particularity the matters on which examination is requested.

In the event the organization is so named -- in the event -- in the -- in that event, the organization so named shall designate one or more officers, directors or managing agents, or other persons who consent to testify on its behalf and may set forth for each person designated the matters on which he will testify. A subpoena shall advise a nonparty organization of its duty to make such a designation.

The persons so designated shall testify as to matters known or reasonably available to the organization. This subdivision (b)(6) does not preclude taking a deposition by any other procedure authorized in these Rules.

Q. Okay. I just wanted you to understand the rule is that -- the 30(b)(6) Rule as far as what you're being deposed, okay?

A. Okay.
Q. You understand that your testimony binds Tidewater Plantation Community Association? You understand that?
A. Yes.
Q. Okay. And with respect to Exhibit Number 1, Defendants' Exhibit Number 1, defendants' notice of 30(b)(6) deposition of Tidewater Plantation Community Association, Inc. And we sent this out. Have you -- prior to your deposition today, did you get a chance to review Defendants' Exhibit Number 1?
A. I've seen it before, yes.
Q. Okay. Have you reviewed the 11 pages, read the 11 pages and the attachments?
A. I probably have in the past. I haven't recently.
Q. Okay. Do you understand that you have a duty to prepare as a 30(b)(6) witness regarding the topics set forth in Defendants' Exhibit Number 1?
A. Yes.
Q. You understand there are 25 topics that we designated?
A. There's 25 topics?

Q. Yes.
A. I didn't understand that.
Q. Flip to page 5.
A. Okay.
Q. Okay. Where -- under the heading where it says Rule 30(b)(6) topics, okay?
A. Uh-huh.
Q. And -- and if you can go through, you see where it says 1, 2, 3, and it's --
A. Yes.
Q. Yeah. And then if you flip to page -- flip to page 10 or 11, essentially, I'm sorry, it indicates there are 26 topics, okay?
A. Okay.
Q. And what I want to ask you to do right now is take a few minutes to go through each of the topic areas, 1 through 25, take your time, and then let me know when you're finished, okay?
A. What's Bates stamped documents? What's that mean?
Q. Your attorneys -- we sent out discovery requests, and your attorneys produced documentation on behalf of Tidewater Plantation Association. And what they do is they Bates stamped them 1 through --

A. Oh, I see.
Q. -- I think close to 800. Yeah.
A. Okay. You have my name spelled wrong in here, by the way.
Q. Sorry about that. We can fix it.
A. Sensitive.
Through page 10, right?
Q. Yes.
A. Okay.
Q. So you've gotten to -- you've had a chance to read through topic numbers 1 all the way through 26?
A. Yes, I have.
Q. And, Cathy, are you prepared to go forward with respect to the 26 topics as set forth in Defendants' Exhibit Number 1?
A. Yes.
MS. CARY: I would just like to note for the record that we sent an objection letter to certain language in the Notice of Deposition on October 24th, 2025. Just want to state that for the record.
MR. BELLAMY: Right. I think you were indicating that we said the most --
MS. CARY: Yeah.

MR. BELLAMY: -- knowledgeable.

MS. CARY: Yeah, which is an incorrect standard.

MR. BELLAMY: Okay. I understand that.

MS. CARY: Okay.

Q. But is -- Cathy, you're -- you have the knowledge and you've had a chance to review the information as set forth in the topics 1 through 26, as far as going forward with your deposition today?

A. Yes.

Q. Okay. Do you need any time to look at any of the pleadings or any of the documentation? I'll give you an opportunity to do that if you need to.

A. I don't think so.

Q. Okay. All right. Cathy, I'm going to hand you what's been previously marked as Defendants' Exhibit Number 3 to your deposition. This is a Summons and Complaint that was filed on behalf of Tidewater Plantation Community Association, Inc., the plaintiff in this case, and the record reflects this was filed -- this Exhibit 3 was filed on August 30th, 2021. Give

you -- take a minute to look at it.

(Exhibit No. 3 marked for identification.)

Q. Cathy, I want to direct your attention on -- this is on page 3 of -- of Exhibit 3, Defendants' Exhibit 3, and it's under the heading Tidewater Plantation and its covenants, okay? And do you see where paragraph 6 is?

A. On page 3?

Q. Yes. Paragraph 6 should be the -- the top paragraph.

A. It's on page 4, paragraph 6.

Q. Let me see which one you've got. Is --

A. Does it begin with Kenneth R. Norton, trustee?

Q. No. Let me see which one you've got. Okay. Oh, I'm sorry.

MS. CARY: Do you want a copy of the Amended Complaint?

MR. BELLAMY: Yeah. Let me do this.

Madam Court Reporter, let me mark this one.

Q. I handed you what was previously

Defendants' Exhibit Number 3. That's the Amended Complaint, okay? This is the original Complaint.

A. Oh, the original.

MR. BELLAMY: For the record, I think we're -- that's Defendants' Exhibit Number 7, Madam Court Reporter.

THE COURT REPORTER: 7. It'll be 7.

MR. BELLAMY: 7, okay. I'm sorry.

(Exhibit No. 7 marked for identification.)

Q. Sorry about that, Cathy.

A. Okay.

Q. If you --

A. Paragraph 6, okay.

Q. Okay. What I would ask you to do, and I would ask you to publish, read, paragraph 6 in the record. Then I'll have some follow-up questions.

A. Tidewater Plantation, Tidewater Plantation or the development, is a planned unit development, PUD, which exists and may be developed in accordance with certain terms and conditions set by agreement, dated April 4th, 1989, with the City of North Myrtle Beach and

Southern Land & Golf, Limited, and subject to community association governing documents.

Q. Okay. Do you agree with the paragraph number 6?

A. Yes.

Q. Okay. Then paragraph number 7 indicates that, The relevant Tidewater Plantation governing documents, which are hereinafter incorporated by reference -- and it's got a parenthetical, hereinafter collectively referred to as, quote, governing documents, end quote, end parenthetical, comma, include but not limited to.

And you see where you've got -- on paragraph 3, you've got subparagraph A, B, C, and D.

A. Correct.

Q. Okay. And subparagraph A is the third amended and restated declaration of covenants, conditions, restrictions for Tidewater Plantation, and it's recorded in Horry County Register of Deeds, deed book 831, page 1733.

Did I read that correctly?

A. Yes.

Q. So the third amended and restated declaration of covenants, conditions, and

restrictions would be a controlling document with respect to Mr. Norton's property, correct?

A. Yes.

Q. Cathy, we're still dealing with Plaintiff's Exhibit -- Defendants' Exhibit Number 7 to your deposition. Let me direct your attention to page 5 with respect to paragraph 16.

A. Okay.

Q. And it says that, After careful review during a meeting on July 6, 2020, the DRB rejected plans submitted by the Nortons and provided notice to the Nortons via e-mail and a series of reasons as set forth below.

And what I want to do is I just want to focus on subparagraph A, and I want you to read that into the record only. You don't have to read B, C, D, E, F, or G, just only subparagraph A.

A. Subparagraph A says, The height restriction on houses in all Tidewater neighborhoods is 41 feet. Your architect presented the concept of adjusting the Tidewater procedure for measuring maximum building height to coincide with current floor plane [sic] calculations; however, it was the consensus of

the DRB to reject that change and to maintain the same height restrictions, which 500 plus houses have been held to -- houses have been held in the 30 years history of Tidewater Plantation.

Measuring the overall height from the finish grade, as required by DRB standards, would put the house at a height of 46 feet, which is 5 feet over the maximum, exclusive of the cupola. There is no qualifying reason for granting a variance from DRB standards. The DRB decision was enforced -- was to enforce the DRB standard maximum height allowance of 41 feet.

Q. Okay. Is that still the board's -- when I talk about under subparagraph A -- you-all filed the lawsuit against the Nortons, correct?

A. Yes.

Q. You-all are the plaintiffs in the case.

A. Yes.

Q. And with respect to subparagraph A, is that still the board's position, that the maximum height is 41 feet?

A. Yes.

Q. In order to determine the maximum height, you have to measure from grade, not the base certified -- base certified flood level --

A. From the finish grade --
Q. Yeah, finish grade.
A. -- to the peak, yes.
Q. And that's still the board's position today?
A. Yes.
Q. Okay. Thank you. And the relief that the board was seeking in this particular case was a preliminary injunction. That was the first cause of action. And the second cause of action was for a permanent injunctive relief. And that's set forth on page 10 and let me know if you agree with that.
A. And just to clarify for me, the injunction means it was our injunction to stop the building.
Q. That's right.
A. Yes.
Q. Okay. Now, what I want to do is I want to -- and I'm not going to go through all the allegations in the Complaint. I'm just -- obviously what I'm trying to do for purposes of the 30(b)(6) deposition are point out things that are relevant to my clients, you know, as far as our position --

A. Okay.
Q. -- you know, regarding the relief that we're seeking.
Now, on page 13 of Defendants' Exhibit Number 7 is a -- is a verification of the Complaint, correct?
A. Page 13?
Q. Yeah.
A. Oh, no, mine -- oh, there's two 13s. Okay.
Q. Okay.
A. Yes.
Q. Okay. And the verification to the Complaint was signed by you. For example -- I'll read it into the record. It says, Cathy S. Weis, being first duly sworn, deposes and says, I have read the foregoing Complaint, and the same is true in my -- and of my knowledge except to those matters or things related upon information and belief. As to those things, I believe them to be true. And then you signed this on July 21st -- July 12th, 2021st [sic], correct?
A. Right.
Q. Okay.
A. Yes.

Q. So by signing the verification, you are verifying the things in the Complaint that were not subject to information and belief, that - that the -- as far as your understanding of the governing documents and the provisions of the governing documents, as far as what you-all were alleging, were accurate, correct?

A. Yes.

Q. Okay. Let me go back.

Cathy, let me refer you to Exhibit A of Defendants' Exhibit Number 7. And I think -- it is the design board review. It's titled design review board. It's contractor work rules and it's got March of 2021. And it looks like that this was filed in the RMC office on July 12th, 2021. Do you agree with that?

A. Yes.

Q. Okay. All right. Let me direct your attention to -- see, the pages are -- page 3. Let me hold it up so you can see it right here. And what I'm referring to is the -- the heading is contractor work rules, and then it's got a fine schedule on that page.

A. Uh-huh, yes.

Q. What I would like you to do is -- this

is the fine schedule that was obviously attached to your -- the Tidewater Plantation Association's Complaint, and I would like you to identify which of the -- as far as, you know, the construction work rules that were allegedly violated as set out in the Complaint.

A. You want me to identify the ones that were violated?

Q. Yeah.

A. Lot clearing prior to and during construction without DRB approval, the $2,500. That's one, two, three -- the fourth one.

Q. I see it, right. Okay. I think the other one was commencing construction without DRB approval.

A. Comme- -- oh, yes, that's what I was looking for, the $500. Yes, commencing constr- -- that's right.

Q. Okay. And then any other ones if you can look at or identify.

A. Well, I know there was some removal of trees without approval. I'm not sure if we fined them for that.

Q. Yeah, I think you did. But the one that said lot clearing, in parenthetical, prior to or

during construction --
A. Yes, yes.
Q. -- without DRB approval.
A. Yeah, I said that.
Q. Okay. You did.
A. Yeah.
Q. All right. Any other violations?
A. I'm looking.
Q. Okay.
A. Installing the water/electric meter base, I don't know if we fined them for that or if we did that. I know that they put the porta-potty up, and there was a fine for that.
Q. Wouldn't that fall under commencing construction without --
A. Probably.
Q. -- DRB approval?
A. I'm not sure if we fined them separately for that.
Q. Okay. But obviously that would -- you know, if they -- to the extent that he installed, you know, as far as the water/electronic meter bases prior to getting DRB approval, that obviously would fall in commencing construction without DRB approval.

A. Yes.

Q. That would be -- okay. All right.

And, Cathy, going back to the fine schedule, you would agree that commencing construction without DRB approval as well as lot clearing without DRB approval are set fines?

A. Yes.

Q. Okay. And for clarification purposes, one of the other ones, it says, Failure to install water/electronic meter bases at the start of construction or foundation. That particular -- and it's got $100. That fine wouldn't be applicable in this situation. You would agree with that, wouldn't you?

A. I believe I agree with that, yes.

Q. Okay. Thank you.

Cathy, I'm going to hand you what's been previously marked as Defendants' Exhibit Number 5 to your deposition. This is a copy of the PUD agreement, okay? And for the record, it was filed on April 30th, 1992, and it says -- the heading is -- title is planned unit development, and it's got in parenthetical PUD agreement between the City of North Myrtle Beach, South Carolina, and Southern & Golf, Ltd., [sic] for

the Tidewater Club & Plantation. Okay?

Give you that. Take a minute to look at it.

(Exhibit No. 5 marked for identification.)

Q. Oh, let me see. I marked it. Cathy, for the record, what was the PUD agreement marked real quick?

A. 5.

Q. 5.

A. Exhibit 5.

Q. Okay. Thank you.

Now, with Defendants' Exhibit Number 5, the PUD agreement, you are familiar with this document, correct?

A. Yes.

Q. Okay. And this is the controlling document with respect to the agreement between, you know, the City of North Myrtle Beach and the Tidewater Plantation Association, correct?

A. Yes, yes.

Q. Okay. And to the extent that you amend this document, you would agree that the City has to agree to it, correct?

A. Is this the one that was amended in --

wasn't there one amended in '94 or '95?

Q. Well, this --

A. But it --

Q. Let me say this. You know, what I want to ask, if I ask you a question, I would appreciate asking my question -- answering my question, and then at some point your attorney will have an opportunity to ask you questions. But so this deposition can run smoothly, I would just appreciate you asking [sic] my questions.

A. Okay.

Q. Okay. I will acknowledge there are amendments to this document, okay?

A. Okay.

Q. But as far as, this was a document that was recorded back on April 30th, 1992. It's the only one that I found in the RMC office, okay?

A. Yes.

Q. And I admit that this document has been amended, okay.

A. Yes.

Q. Okay. Now, what I'd like to do is direct your attention to -- to page 5 of 13, and it would be 3D, developmental standards, okay?

A. Yes.

Q. Okay. And number 1 indicates large lot, single-family, single-family homes situated on lots of 7,500 square feet or larger, okay? Did I read that correctly?

A. Yes, you did.

Q. Okay. And then underneath it, it's got numerous bullet points, okay?

A. Yes.

Q. And as far as the uppermost point of the structure, what does it indicate for number 1?

A. 42 feet.

Q. Okay. Then number 2 is -- it says, zero lot line single-family. Then it says, Single-family homes situated on lots of 3,500 square feet or larger, each individual dwelling shall be permitted to have one zero lot line, provided that a minimum separation of 10 feet is maintained from any other individual dwelling and provided that the setback requirements for a group as a whole are not diminished.

Did I read that correctly?

A. Yes, you did.

Q. And then under number 2, it has numerous bullet points, correct?

A. Yes.

Q. And it says -- under the bullet point uppermost of the structure, what does it indicate?

A. 42 feet.

Q. Okay. All right. I want to -- if you would turn over to page 6 of 13. And number 3, it's -- the heading is semidetached or duplex. And it says, A dwelling attached to one other dwelling by a common unpierced vertical wall extending from ground to roof and located on one lot, it's got a parenthetical, duplex, or two lots, parenthetical, semidetached.

Did I read that correctly?

A. Yes.

Q. Okay. And then, you know, underneath number 3, it's got numerous bullet points. And then the last bullet point indicates, Uppermost point of structure -- what does it indicate for the record?

A. 50 feet.

Q. Okay. And we're talking about -- when we talk about the uppermost point of the structure, we're talking about maximum roof height, correct?

A. I would assume so.

Q. Okay. And then number 4 is -- is a townhouse, and it says, A single-family dwelling in a straight line or staggered now of at least three and no more than seven such units, on which each unit has its own front and rear access to the outside, no unit is located over any other unit, and each unit is separate from the other unit by a fire resistant wall. Okay?

Then on number 4 on the townhouse, as far as the structure, it has numerous bullet points, doesn't it?

A. Yes, it does.

Q. Okay. And the second-to-last bullet point indicates, The uppermost point of the structure -- what does it indicate?

A. 50 feet.

Q. Okay. And then, on number 5, it's got low density multifamily. It says, Within this area, there shall be attached buildings of not more than three stories, each maintaining [sic] that more than 12 separate living units. The units may be separately or collectively owned.

Did I read that correctly?

A. Yes.

Q. And then under, you know, number 5, low

density multifamily, it's got numerous bullet points, and it indicates that the -- on the second-to-last bullet point, it says, The uppermost point of a structure is --

A. 50 feet.

Q. Okay. Then number 6 is indicated as a medium density multifamily, and this is a type of commercial and -- it's a type of residential construction, okay? You agree with that?

A. Yes.

Q. Okay. And it says, Within this area, there shall be attached buildings of not more than three stories each, maintaining not more than 16 separate living units. The units may be separately or collectively owned. No more than ten units within a structure may be placed in a row.

Did I read that correctly?

A. Yes, you did.

Q. Under number 6, medium density multifamily, you've got numerous bullet points, and then it says -- the second-to-last bullet point indicates upper point of structure. What is the number?

A. 50 feet.

Q. Okay. And then you've got the commercial -- number 7, commercial marina, and, you know, my understanding is that the marina was never built --

A. That's correct.

Q. -- within the subdivision.

Okay. And then number 6, it says, Neighborhood convenience stores defined by --

A. Number 8.

Q. Yeah, number 8. Neighborhood convenience store defined by the City zoning ordinance. The structural facade shall be architecturally compatible with the rest of the development. And then it's got numerous bullet points below number 8, and it indicates that the maximum height for these neighborhood convenience stores is what amount?

A. 45 feet. And we never had the neighborhood convenience stores either.

Q. Right, right, right. Okay. Now, with respect to Defendants' Exhibit Number 5, the PUD agreement -- for the record, it's -- it's Number 5, correct?

A. Yes.

Q. Is there anywhere that -- that, you

know, dealing with the, you know, multifamily development, residential development, and dealing with the condominiums, you know, within the subdivision, do you see anything in the PUD agreement that mentions maximum building height of 41 feet?

A. No, I do not.

Q. Cathy, I want to now direct your attention -- we're still dealing with Defendants' Exhibit Number 5, the PUD agreement. I want to -- I want you to go to page 1 of 13, and I want you to -- specifically direct your attention to paragraph number 2. Just let me know when you get there.

A. I'm there.

Q. Okay. Then the last sentence for paragraph number 2 says, Anything not covered in this document shall be governed by the City zoning ordinance and Section 8 of this agreement, period, end quote.

A. Wait a minute. I'm not following.

Q. Okay.

A. I must be in the wrong place. You told me page 1 of 13.

Q. Yeah. It's the second page.

A. Yeah.
Q. Okay.
A. Okay. Paragraph -- okay. Paragraph 2. Go ahead. I'm with you now.
Q. No, no, that's all right.
Paragraph number 2, the last sentence provides, quote, Anything not covered in -- covered in this document shall be governed by the City zoning ordinance and Section 8 of this agreement, period, end quote.
Did I read that correctly?
A. Yes, you did.
Q. Okay. Do you agree with that statement?
A. Yes.
Q. Okay. Cathy, we're still dealing with Defendants' Exhibit Number 5 to your deposition. What I'd like to do now is because I'm kind of move -- moving around because I'm not going to go over every provision of the PUD with you, okay? So let me try to move, you know, matters, you know, forward quickly. Let me direct your attention to page 11 of 13 and specifically to Section 8, the heading City regulatory power.
A. Yes.
Q. Okay. And, quote, The City maintains

all regulatory powers as provided by law. This agreement does not pre-empt any land use regulations not specifically and intentionally changed by this agreement, end quote.

Did I read that correctly?

A. Yes, you did.

Q. Okay. Do you agree with that statement?

A. Yes.

Q. Okay. Is there -- Cathy, to your knowledge -- you're familiar with section 23-106?

A. Yes.

Q. Okay. And 23-106 is -- is part of article 7 of the City of North Myrtle Beach zoning ordinance, correct?

A. It's the zoning ordinance. I don't know what it's a part of.

Q. Okay. Is there anything in Defendants' Exhibit 5, the PUD agreement, that specifically nullifies any part or portion of 23-106 --

MS. CARY: Objection to the form.

Q. -- in this agreement? You can answer.

A. You're asking if there's anything in the PUD agreement that nullifies 23-106?

Q. Any part of 23-106. So what I'm asking is, is there any provision in the PUD agreement

that specifically and intentionally nullifies a part or portion of 23-106?

A. Not --

MS. CARY: Objection to the form.

Q. Go ahead. You can answer.

A. Not that I see.

Q. Okay. Thank you.

Let me see. Cathy, I'm going to hand you what's been previously marked as Defendants' Exhibit Number 3. This is the Summons and Amended Complaint filed by Tidewater Plantation Community Association, Inc., okay? You-all are, again, the plaintiff in this lawsuit.

And for the record, the Amended Complaint and summons was filed on August 30th, 2021. Let me hand it to you.

If you need to -- Cathy, if you need a few minutes to review Defendants' Exhibit Number 3, just take a few minutes to review it, okay? Then I'll have some follow-up questions.

A. All right.

MS. CARY: Can we actually go off the record for a moment.

THE VIDEOGRAPHER: Sure. Going off record. The time is 12:13.

(A recess was taken.)

THE VIDEOGRAPHER: We're back on the record. The time is 12:17.

Q. Cathy, I handed you what I think for the record is Defendants' Exhibit Number 3. Am I correct on that?

A. Yes.

Q. Okay. What this is, this is an Amended Complaint that was filed by the Tidewater Plantation Community Association, correct?

A. Yes.

Q. Okay. And I noticed that one of the main differences in the first Complaint and the second Complaint is -- is that, in the caption, you bring an action against Suzanne N. Norton, individually; Kenneth R. Norton, individually; and Suzanne N. Norton, as the trustee of the Suzanne N. Norton Living Trust, dated May 8, 2012; and Kenneth R. Norton, as trustee of the Kenneth R. Norton Living Trust, dated May 8, 2014, the defendants in the case.

So in the second lawsuit, you changed it from the Nortons, individually, and basically because the property was in a trust, correct?

A. Yes.

Q. Okay. And we're talking about lots 408 and 40 -- 407 and 408.

A. 407 and 408.

Q. And those were combined, from what my understanding is.

A. Yes.

Q. Okay. And just briefly going through it, the main causes of action are for -- first cause of action is for preliminary injunctive relief, the second cause of action is for permanent injunctive relief, and the third cause of action is for declaratory judgment relief, correct?

A. Yes.

Q. Just take a -- if you need to go back and look and -- but I think the -- the third cause of action for relief is declaratory judgment, that's on paragraph 14 if that helps you out.

A. Yes, I see it.

Q. Okay. And -- and again, let me refer you to page 6 of your -- of the defendants' third exhibit to your deposition.

And under paragraph 18, it is -- subparagraph 8, it's still the board's position

that the maximum building height is 41 feet, and that in order to determine the maximum building height, you have to measure from the actual grade?

A. Yes.

Q. You agree with that?

A. Yes.

Q. All right.

And with respect to the Defendants' Exhibit Number 3 to your deposition, the Amended Complaint, amended and verified Complaint, if you go back on page 17, you signed a -- an acknowledgement and a verification regarding the -- the truth of the allegations as set forth in the -- in the pleadings, the Amended Complaint, except for what's alleged to be upon information and relief. Do you agree with that statement?

A. Yes.

Q. Okay. And the exhibits for the Amended Complaint are essentially the same exhibits for the original Complaint. Do you agree with that statement?

The only thing I would add is, I apologize, I think you-all may -- let me check

and see. Just let me know if you agree with that.

A. Well, contractor's work rules look the same.

Q. Okay.

A. The letter from the DRB. Another letter.

Q. I think the -- they're Exhibits A through G in both pleadings. If you disagree with it, let me know.

A. And the other one was?

MS. CARY: Exhibit 7.

THE WITNESS: 7?

Q. Yeah.

A. Well, Exhibit 7 has an Exhibit H.

Q. Okay.

A. It looks like it's the same as G in this, though. Let's see. Yeah, the ClickPay thing is Exhibit G in -- is attachment or -- ClickPay is G in the -- in Exhibit 3, and ClickPay is H in Exhibit 7.

Q. Okay.

A. So what's different?

Q. I'll have to go back and check, but we can -- you know, at a break, I'll go back and

verify. But there may be -- obviously the Amended Complaint, there may be an additional exhibit to it.

A. Okay.

Q. And they -- and they pushed out and made what was G, H, so it's probably correspondence would be the additional exhibit in Exhibit 3.

A. Okay.

Q. Okay. Cathy, I'm going to hand you what's been previously marked as Defendants' Exhibit 6 to your deposition. This is the third amended and restated declaration of covenants, conditions, and restrictions for Tidewater Plantation.

(Exhibit No. 6 marked for identification.)

Q. And do we need to take a little break and have you look through it? Just -- what I would -- what I would respectfully ask you to do is take a few minutes to familiarize you with it. I'm not going to go through every single provision or paragraph. I just want to, you know, give you the ability to get comfortable with the document.

A. Yeah, I'm familiar with the document.

Q. Okay.
A. Certainly not verbatim or memorized.
Q. But you -- you would agree that, along with the PUD, this is one of the controlling documents with respect to the construction work that was to be performed on the Nortons' property?
A. Yes.
Q. Okay. Cathy, I wanted to -- let's see how I can do this. For the record, what are the exhibit number I've got marked for that?
A. 6.
Q. Okay. With respect to Defendants' Exhibit Number 6, the third amended and restated declaration of covenants, conditions, and restrictions, let me direct your attention to Exhibit B. And if you need me to help you find it, I'll be more than happy to do that. And Exhibit B, it's -- the heading is supplemental use restrictions.
MS. CARY: Towards the very end.
A. Is it before the bylaws?
Q. Yes. Yes, ma'am.
A. Okay. Exhibit what? B?
Q. Exhibit B.

A. Okay. I've got it.

Q. All right. What I'd like you to do is -- is number 2 under the heading building height, if you would publish that, if you would read that into the record, please.

A. Building height. With respect to the units within the property described in Exhibit A hereto, no dwelling or other structure shall be constructed on a lot which has a height exceeding 42 feet above the elevation of the average finish grade of the lot.

Declarant reserves the right to modify, amend, or change the within height restriction as it may apply to any unit or dwelling within the additional property subjected to this declaration and upon the filing of a supplemental declaration of record, provided, however, that all heights shall be subject to the provision of the PUD agreement of April 4th, 1989, and may be -- and as may be amended.

Q. Okay. All right. Thank you. And the PUD agreement that we talked about, Exhibit Number 5 to your deposition, that was subsequently recorded on April 30th, 1992, correct?

A. Yes.

Q. Okay. Now, to your knowledge, is there any document, amendment to the PUD, which is Exhibit Number 5, or any document that amends -- make sure -- I want to make sure the -- the third amended declaration of covenants, conditions, and restrictions for Tidewater Plantation.

Are you aware of any document that has amended the PUD or amended the third amended and restated declaration or restrictions that changes the maximum building height from 42 to 41? And I'm just talking about these documents right here, amending the amended declaration or the PUD.

A. No, I'm not aware of any amended documents.

Q. Okay. Thank you.

MR. BELLAMY: Let's take a -- can we take about a ten-minute break.

THE VIDEOGRAPHER: We're going off record. The time is 12:28.

(A recess was taken.)

THE VIDEOGRAPHER: Back on record. The time is 12:40.

Q. Cathy, referring to Defendants' Exhibit

Number 6, which is the third amended and restated declaration of covenants, conditions, and restrictions for Tidewater Plantation, I want to specifically direct your attention to Exhibit E, and its titled the bylaws of Tidewater Plantation Community Association, Inc., and then it's got under that the heading table of contents.

A. Yes, I have it.

Q. Okay. All right. Then what I want to do is -- give me one second. On the next page, if you flip over from, you know, the -- where it says the bylaws and it's got the table of contents --

A. Yes.

Q. -- on the next page, and it's under the heading where it says, article 2, board of directors, and then you've got section 1, subparagraph A through G. Then you've got section 2, subparagraph A through I. And, finally, section 3, subparagraph A through F. Did I read that correctly?

A. Article 1 and article 2 --

Q. You've got article 3.

A. Oh, article 3. Yes.

Q. Okay. And on article 3, the heading of

article 3 is powers and duties, correct?

A. Correct.

Q. And specifically we're talking about powers and duties of the board of directors.

A. Yes.

Q. Okay. And the -- and specifically I just want to make sure. You would agree that the powers and duties of the board of directors under section 3 are set forth in subparagraph A through F, correct?

A. Yes.

Q. Okay. And you would agree that the board of directors has an affirmative obligation to -- obviously to comply with its powers and duties.

A. Yes.

(Exhibit No. 8 marked for identification.)

Q. Okay. Cathy, I'm going to hand you what's now -- what's previously marked as Defendants' Exhibit 8 to your deposition. This document was filed on August 12th, 2020, and it's -- the heading is issuance and collection of fines for violations of TPCA rules and regulations, covenants, conditions, restrictions

documents. Just take a minute and look at that when you get a second. Sorry.

MR. BELLAMY: Sorry. Madam Court Reporter, what was that last -- that last document, what was it marked?

THE WITNESS: 8.

THE COURT REPORTER: 8.

MR. BELLAMY: Exhibit 8, I'm sorry.

THE WITNESS: Okay.

BY MR. BELLAMY:

Q. Okay. With respect to Defendants' Exhibit Number 8, as far as the fine and collection policy of Tidewater Plantation, this would have -- this policy -- this specific policy would apply to the Nortons' properties, 407 and 408, regarding this particular lawsuit. Do you agree with that statement?

A. I'm not sure I do.

Q. Okay. Why not?

A. Because this applies to existing residences. And 407 and 408 is a lot, and the fines issued against that have to do with new construction. This is violations of residents that are living there, any kind of violation that may occur.

Q. Is there anything in Defendants' Exhibit 8 that specifically precludes this fine policy application, as far as the issuance of collection or fines, that precludes it applying to new construction?

A. Well, let me read it carefully, and I'll let you know.

Q. Okay.

A. It doesn't say that it doesn't apply to new construction, but that's not how this is used. This is used for existing structures.

Q. Okay. And let me ask -- let me ask you this, Cathy. What is your reasoning or basis for saying that it -- that it wouldn't apply to -- as far as the collection and issuance of fines, why it would not apply to the Nortons' property, specifically lots 407 and 408?

A. Because undeveloped property that is being -- where there's been -- where there's been a plan submitted to build a home is subject to new construction rules and regulations, and that's what the case was here. There was a plan submitted and reviewed and a decision made upon it, and this has -- and the rule -- the fines that would be applied have to do with new

construction.

Q. Right. But wouldn't the fines -- for example, if the house had already been built and they wanted to enlarge the house or, you know, or modify the original construction, the new construction fines would also apply to original construction?

A. If they were remodeling the house, yes.

Q. Okay. Okay.

A. And where this would apply in a case like lots 407 and 408 is if it wasn't well-kept and it was full of weeds and -- and not trimmed to the proper length, the owner would receive a warning and then a fine about that. So that's how this would apply to 407 and 408.

Q. Okay. Well, we can respectfully disagree.

A. Disagree.

Q. Yeah. Regarding the application of Exhibit Number 8, whether or not it applies to the Nortons' property, our position would be it would apply. Okay. All right. Let me see.

Cathy, let me look at the -- the exhibits I just handed you a few minutes ago.

A. Okay. This is 6.

Q. Okay. Not 6 but the ones I just recently handed you.

A. Oh.

Q. Yeah.

A. 8?

Q. Not 8. The other ones right there.

A. All of them?

Q. Yeah.

MR. BELLAMY: Oh, Madam Court Reporter, those other exhibits that you marked, where did you put those?

THE COURT REPORTER: Right here.

MR. BELLAMY: Okay, good, I'm sorry. Okay. Where's number -- okay. Give me one second. I'm sorry.

(Exhibit No. 11 marked for identification.)

Q. Cathy, let me hand you Defendants' Exhibit Number 11 to your deposition. Take a minute to look at it. Do you recognize Defendants' Exhibit Number 11?

A. Yes.

Q. It appears to be an e-mail from -- between you and Mike Mahaney?

A. Yes.

Q. Okay. In your own words, can you kind of tell me about the -- as far as this particular e-mail, background information regarding it?

A. Sure. There was concern with the DRB about Mr. Norton's construction and -- and that the City had issued a permit, and we didn't understand why, because it exceeded even -- even the 42 feet.

And Dave Jeffers, who was the chairman of the DRB, wanted to meet with the City to understand how they could have issued the permit. And I called Mike Mahaney and asked him if we could meet with his staff, and Mike responded with this e-mail.

Q. Okay. Did you have an occasion to meet with Mike and his staff?

A. Yes, I did.

Q. Okay. And who was present during that -- that meeting?

A. Well, Mike was in and out. He wasn't there the whole time. Jim Woods was there. He's still in charge of -- I don't know what his exact title is, but he's still at the City. Ben Caldwell's boss, whose name I'm forgetting -- I can't think --

Q. Delane Stevens?
A. Yes, that's it. Dwight -- Dwight Stevens, is it, or Dwayne?
Q. Delane.
A. Delane, that's it. Delane Stevens, he was there. And I think Ben came in for a little bit too. But I know Delane Stevens was there, and Jim Woods was there, and Mike was in and out.
Q. Okay. Now, the -- under the first paragraph, the second paragraph -- and I'll quote this -- it says, We normally measure height to the midpoint of the road, but the Tidewater PDD, it -- it is to the peak, and it is measured in the flood zones from the first finished floor.
So, further, the architectural projections can exceed the height if they are less than -- and that gets into -- as far as the cupola.
A. Uh-huh.
Q. But they indicated that the Nortons' plans -- this is what Mike Mahaney said. He said, The plans conforms with our ordinances. He said that, correct?
A. I'm looking for it.
Q. See -- look at the last sentence on

paragraph 2.

A. Oh, yes, uh-huh.

Q. He said, The plans conform with our ordinances, correct?

A. Yes, he did.

Q. Okay. And he indicated that when you're in a floodplain and you've got a structure in your floodplain, that maximum height is 42. And that, instead of measuring from the grade, they measure from the first certified floor level up into the -- up into the midpoint between the eave and highest point and I think he indicated in this particular case, because of the PUD, they measured to the peak instead of the midpoint.

A. Yes.

MS. CARY: Objection to the form.

Q. Okay. Okay. But you agree that's what the e-mail provides --

MS. CARY: Objection --

Q. -- with respect to what -- you can answer.

MS. CARY: Object to the form.

A. Yes, that's what the e-mail says.

Q. Okay. And specifically that's what Mike Mahaney says, and he was the former city manager

for the City of North Myrtle Beach.

A. He was the -- yes.

Q. Did Mr. Mahaney in any way change his opinion with respect to how you measure maximum height in the floodplain? Did he -- did he ever send you another e-mail saying, I was wrong; I was incorrect?

A. No, he did not.

Q. Okay. Thank you. Cathy, I want to hand you what's been previously marked as Defendants' Exhibit 10 to your deposition. This is -- this essentially deals with an application for administrative appeal that was filed on behalf of the DRB. I think specifically the person who filed it was Dave Jeffers. It's dated 6/25/2021.

And then if you flip over the page, it indicates on page Bates stamped 0339, and it indicates what the grounds of appeal are for. And I'm going to hand you Exhibit Number 10 for your review and consideration.

(Exhibit No. 10 marked for identification.)

Q. And let me know when you've had a chance to look over it and you -- you're ready for, you know, my follow-up questions.

A. Okay.

Q. And on -- if I -- what I want to do is if you go to the last page of the exhibit where it says Tidewater 0039, and it indicates what the grounds of appeal are for, correct, on behalf of --

A. Yes.

Q. Okay. And the grounds of appeal are set out in paragraphs 1, 2, 3, and 4, correct?

A. Yes.

Q. Okay. The grounds for appeal do not challenge, as far as -- they do not mention anything about the maximum height of 42 feet nor do they challenge how you determine the maximum height of 42 feet, whether they have you have to measure from grade or you measure from the base certified -- base certified level, first floor level, to the midpoint of the eave and the highest point of the roof? Those -- those are not grounds of this appeal; you would agree with that?

A. Yes.

(Exhibit No. 12 marked for identification.)

Q. Okay. Thank you.

Let's see. Cathy, I want to hand you what's been previously marked as Defendants' Exhibit 12 to your deposition. This is -- it -- first page includes the invoice for the building permit. Then the next page includes the building permit for the Nortons' property. Third page is --

A. I assume that's from North Myrtle Beach --

Q. Yeah.

A. -- since they never got one from us?

Q. Yeah, right. Take a minute to look at Exhibit 12 to your deposition. Let me know when you're ready, and I'll have some follow-up questions.

A. Okay.

Q. Okay. Defendants' Exhibit 12 to your deposition is the -- essentially it's the building permit issued by the City of North Myrtle Beach with respect to the future construction to be performed on the Nortons' property, lots 408 and 40 -- 407 and 408.

A. Yes.

Q. Okay. And Defendants' Exhibit 12 indicates that the Nortons' property is in a

flood zone and is -- and it's on the first page, and it says AE-12.

A. Yes.

Q. Okay. You agree with that?

A. Yes.

Q. Okay. So the Nortons' property is essentially -- in order to bring it outside of the flood zone, it has to come up 12 feet, as far as the first certified floor level?

MS. CARY: Objection to the form.

Q. Okay. You can answer that. At least based upon this document.

A. Based upon this document.

Q. Okay. Thank you. And if you flip to the back of the page, it indicates that, with respect to the building permit, Mr. Norton paid -- Mr. and Ms. Norton paid $9,005.50 [sic]. Do you see that?

A. $9,805.50.

Q. Thank you. Appreciate that. I was checking to see if you were reading it.

A. It's just like my name being spelled wrong. I'm going to catch you, Howell.

Q. All right. Thank you for that, Cathy. Let's see what else I've got.

Cathy, I'm going to hand you Defendants' Exhibit Number 13, and this is an e-mail. It's dated -- it's an e-mail between you and -- God, let me look at the back page of it -- Ann Lippincott. You see Ann's name right there. And I think it's dated June 28, 2021. And just take a minute to look at that. Just let me know when you're --

(Exhibit No. 13 marked for identification.)

MS. CARY: Can I see the Bates number on there --

THE WITNESS: What?

MS. CARY: -- on the bottom? All right.

THE WITNESS: Okay.

Q. Okay. Regarding Defendants' Exhibit Number 13, let me refer you to the second paragraph. I'm not going to go through, you know, all the -- you know, as far as the communication analysis between you and Ann, but she indicates that the DRB has always ensured compliance with FEMA flood zone requirements. Did I read that correctly?

A. Yes.

Q. That's Ann's statement, okay?
A. Yes.
Q. Do you agree with that?
A. Yes.
Q. Okay. Thank you.
(Exhibit No. 15 marked for identification.)
MR. BELLAMY: Madam Court Reporter, what Exhibit Number is that?
THE COURT REPORTER: 15.
MR. BELLAMY: 15, okay.
Q. Nancy [sic], the court reporter has just handed you Defendants' Exhibit Number 15 to your deposition. This is dated -- it's a correspondence from your attorney to -- directed to me. It's dated March 27th, 2025. And behind the first page, there's a plaintiff and counterclaim defendant Tidewater Plantation Community Association, Inc.'s responses to defendants' second requests for production of documents, okay?
A. Yes.
Q. The first copy is -- first -- you know, number 1 says, Copies of any and all insurance policies relating to this claim and the names of

the insured, okay? I'll represent to you that your legal counsel did provide us a copy of the policy. But what I would like to ask is, for the record, could you indicate what premium was paid for the policy by the board?

MS. CARY: Object to the form.

Q. It's -- it's not on Exhibit Number 15.

A. No, I -- I don't remember.

Q. Could you get that information for us?

A. I probably could.

Q. Okay. All we're asking is is what the premium the board paid for the policy, okay?

A. And this is a policy for what?

Q. Well, this is the -- well --

A. They provide coverage related to the claims in this case? Oh, okay.

Q. Okay. And so what I'm asking is, we just want to know what the premium was paid by the association for the policy. That's all we're --

A. Okay. I don't recall, so --

Q. But you don't have a problem providing that information to us, do you?

MS. CARY: Objection to the form, but you can still answer.

A. I'm not sure if I have a problem with it or not.

Q. Well, you would agree that as far as, you know, paying the carrier, that obviously assessments that are made to Mr. and Ms. Norton, that their assessments, you know, are used to pay for the insurance policy for the association? You agree with that, don't you?

MS. CARY: Objection to form.

A. Yes.

Q. Okay.

A. But we -- we carry insurance -- every -- we always carry insurance. It's always in the budget.

Q. Well, I know that, but what I'm saying is the Nortons were assessed, okay, assessments for the payment of insurance policy for the board, correct? You don't disagree with that, do you?

A. As was every resident, yes.

Q. Right. I didn't -- I didn't say only the Nortons paid, but everybody does.

A. Okay.

Q. Okay.

A. Because every budget has an insurance

premium in it, and sometimes they go up. And we pay insurance every year.

Q. Okay. And, I mean, obviously, you're -- you know what the premium is, and the board members know what the premium. Don't you think that Mr. and Ms. Norton have a right to know what the premiums were?

A. They can see what the premium is by just looking at the budget. There's a line item for insurance.

Q. Okay. If it's in the budget, then to the extent that he has not -- they have not seen it, then clearly we just get a copy of the budget.

A. Well, then he just hasn't looked at the budget, which is sent out to everybody every year.

Q. So, per you, you know, the premium that's paid for the insurance is set forth in the budget?

A. Yes.

Q. Okay. Thank you.

Now, on -- number 2 says, Copies of any currently or previously published confidentiality policy regarding proposed building plans

submitted for approval to the Tidewater Plantation Community Association, Inc. The board of directors and/or design review board, in parenthetical, Tidewater, existing within the last seven years, including but not limited to publication of said policy on the Tidewater website, newsletters, board of directors meeting minutes, Tidewater homeowners association members meeting minutes, Facebook, any other social media outlet or means of publication initiated by Tidewater. What was your response?

A. What was my response? To what?

Q. To question number 2.

A. No such confident- -- oh, no such confidentia- -- confidentiality policy existed or exists.

Q. Okay. And -- and I think sometime in two thousand -- 2025, you signed an affidavit -- I'll make it part of the record -- indicating that there was no confidentiality policy.

A. We couldn't find any.

Q. So obviously, if there's no confidentiality policy, if we have a good faith basis for looking at the other Tidewater homeowners' plans and specifications that are

built in South Island, you know, specifically there's not a policy -- a confidentiality policy that covers that, correct?

MS. CARY: Objection to the form.

A. We don't share plans for any individual resident with any other resident. That -- the DRB has those files, and all those meetings and any discussions are confidential.

Q. Well, that's what you --

A. But there is not a specific policy written somewhere that I could find.

Q. Okay. But there's -- there's nothing in the governing documents that -- that indicates that the building plans of people who reside in the South Island community, that they're subject to and protected by confidentiality policy. There's nothing in the governing documents that provides that?

A. I could not find any.

Q. Okay. And to the extent there's a good faith basis like Ann Lippincott had indicated in her e-mail to you, that all the other properties within South Island complied with the FEMA provisions and requirements, and to the extent allegedly they don't, wouldn't the Nortons have a

good faith basis to look or have their expert to look at those -- those particular plans and specifications?

MS. CARY: Objection to the form.

Q. You can answer.

A. Why would they have been approved by North Myrtle Beach, the City of North Myrtle Beach, if they didn't comply?

Q. Well, you know, again, I'm, you know, asking you -- directing you to answer my question, not your question.

A. Okay. Ask it again.

Q. Okay. My question is is that, there is no -- you already testified there is no confidentiality policy?

A. I could not find one.

Q. Okay. And in the last exhibit that we talked about, the correspondence or e-mail between -- between, Cathy, you and Ann Lippincott -- and I think she's on the DRB, and she had indicated all the houses in South Island complied with, you know, the FEMA provisions and requirements.

And to the extent they don't, do the Nortons not have the right to at least have their

expert look at those plans and specifications for at least 18 of the homeowners that reside in South Island?

MS. CARY: Objection to the form.

A. Now, you're asking my opinion?

Q. Yeah.

A. I don't think they have the right.

Q. Okay. All right. Let's see. One second.

Is your objection to providing the plans based upon confidentiality? Is that your objection regarding the plans?

A. Yes.

Q. Okay. All right. Just -- I'm trying to clarify that for the record.

Nancy [sic], I'm going to hand you what's been previously marked as Exhibit -- excuse me, Defendants' Exhibit 14 to your deposition. For the record, this is a letter from your legal counsel, dated August 18, 2025, and it -- it's a correspondence letter that on the second is a copy of plaintiff and counterclaim defendant Tidewater Plantation Community Association, Inc.'s first supplemental response to defendants' second request for

production of documents. And it includes a copy of your affidavit. Let me hand that to you.

(Exhibit No. 14 marked for identification.)

Q. Cathy, let me know when you've -- you've had an opportunity to look over the document.

MR. BELLAMY: Madam Court Reporter, what exhibit is that? I think I may have taken them out of --

THE COURT REPORTER: I would have to look at it. 14.

MR. BELLAMY: 14, thank you.

THE WITNESS: Okay.

Q. Cathy, attached to the -- the exhibit is your affidavit, correct?

A. Yes.

Q. What I'd like you to do is I want you to go to your affidavit -- and it consists of five paragraphs.

A. Yes.

Q. Okay. And you signed this affidavit -- it was sworn on August 13, 2025, correct?

A. Yes.

Q. Okay. What I'd like you to do briefly is publish paragraphs 1 through 5 for the record,

and then I'll have some follow-up questions.

A. All right. My name is Catherine S. Weis and I am currently on the board of directors for the plaintiff, Tidewater Plantation Community Association. Additionally, I was also president of the board of directors for Tidewater in 2020 when the defendants submitted their proposed home plans to the Tidewater design review board, which is at issue in this case.

Paragraph 2: In the defendants' second requests for production of documents, dated June 27th, 2024, defendants' request number 2 seeks copies of any currently or previously published confidentially -- confidentiality policy regarding proposed building plans submitted for approval to the Tidewater board of directors or design review board existing within the last seven years, including but not limited to publication of said policy on the Tidewater website, newsletters, board of director meeting minutes, Tidewater homeowners association members meeting minutes, Facebook, and any other social media outlet or means of publication.

Paragraph 3: In response to defendants' request number 2, Tidewater accurately responded

that no such confidentially -- confidentiality policy exists or existed.

Paragraph 4: No confidenti- -- confidentiality policy existed or exists in Tidewater's governing documents, including the DRB's standards, recommendations, and procedures.

Paragraph 5: Additionally, Tidewater's board of directors and Tidewater's property manager is not aware of any confidentiality policy being posted on the Tidewater website, on Facebook, or any Tidewater newsletter or other social media outlet or means of publication initiated by Tidewater.

Q. Okay. All right. Let me refer you back to -- give me one sec. -- paragraph 5 of the -- this is the response to -- the supplemental discovery response to question number 5.

A. Wait a minute. We're still in Exhibit 14?

Q. Yeah.

A. Okay. Paragraph 5 in --

Q. Yeah. Hold one second. Let me see.

All right. Let me go back. Number 3, okay, number 3 deals with copies of all e-mail communications or means of communication with

exception of attorney-client privileged communications between July 6th, 2020, and May 26th, 2022, and thereafter related to significant events associated with the issues raised in this lawsuit, including but not limited to the following.

The one I want to focus on is that the meetings with city manager, Mike -- hold on one second. I'm fine. I was looking for something there. I'll move on.

MR. BELLAMY: Let me take a ten-minute break if we can do that.

THE VIDEOGRAPHER: Going off record. The time is 12:25 [sic].

(A recess was taken.)

Q. Cathy, I'm holding Defendants' Exhibit Number 17 to your deposition. This is a response filed by Ben Caldwell, the zoning administrator for the City of North Myrtle Beach. It's dated August 7th, 2021, and it's a response to the appeal filed by the DRB regarding the cupola not being a necessary mechanical feature.

(Exhibit No. 17 marked for identification.)

A. And what's the date on it?

Q. It's dated August 7th, 2021.
A. Okay.
Q. Okay. And let me hand it to you for your review and consideration, okay? And the -- as you can see, the document was prepared by Ben Caldwell, who's the zoning administrator, Exhibit, yeah, 17. Do you agree with that?
A. Yes. I thought you were giving me a chance to read it.
Q. I'm sorry. Take your time.
A. Is that okay? Okay.
Q. Okay. Are you familiar with Exhibit 17 to your deposition, Exhibit 17 to your deposition?
A. Not -- no.
Q. Okay. When the deposition of Ben Caldwell was taken on June 18, 2025, you were present during his deposition, correct?
A. Yes.
Q. And that's one of the exhibits that I handed Mr. Caldwell, correct?
A. I -- I suppose so, yes.
Q. Okay. And in Defendants' Exhibit Number 17, he indicates that section 23-106 applies to the Norton property, correct, Nortons' property?

MS. CARY: Objection to the form.
Q. You can answer that.
A. Yes. He says that, yes.
Q. Okay. Now, during his deposition that was taken on -- I just indicated earlier -- on June 18, 2025, which you were present for, he was -- when I asked him about Exhibit 17, he basically said that was still his position, you know, on June 18, 2025, correct?
A. Yeah.
MS. CARY: Objection to the form.
Q. You can answer.
A. I believe that's what he said.
Q. Okay. Now, have you had an opportunity to review his deposition prior to your being deposed today? Did you ever get a chance to read Mr. Ben Caldwell, zoning administrator City of North Myrtle Beach's, deposition?
A. I read it a while back after the deposition took place, when I first -- or yeah.
Q. Okay.
A. It was a while back. And I -- I did not re-read it this time.
Q. Okay. Was there anything specifically in his responses to either my questions or

Ms. Cary's questions that you took exception to --

MS. CARY: Objection to the form.

Q. -- with respect to Ben Caldwell's responses?

MS. CARY: Objection to the form.

A. Not that I recall.

Q. Okay. Thank you.

(Exhibit No. 18 marked for identification.)

Q. Cathy, that's defendants' 18, Defendants' Exhibit 18 to your deposition. And I'll represent to you for the record those are the building plans for Mr. and Ms. Norton that were prepared by --

A. Felix Ayres.

Q. Yeah, Architect Felix. Yeah.

A. Felix Ayres.

Q. Ayres, excuse me. I'm sorry. Felix Ayres. You agree with that?

A. I have to assume it's correct, yes.

Q. Okay. Just take a minute if you need to look at it and familiarize yourself with the exhibit.

A. Do I really have to familiarize myself

with it?

Q. Just enough to where, yeah, you can --

MS. CARY: See the date.

A. I don't see a date. Do you?

Q. What I'll do is I'll represent to you those are the plans that were originally approved by the City of North Myrtle Beach, Mr. Ayres' architectural plans for the Nortons' property.

A. Okay.

Q. I'll represent that the City did approve those plans, and subsequently the DRB did file an appeal with respect to those plans.

A. Yes.

Q. Okay. But you would agree that those were the plans that were originally approved by the City of Myrtle Beach [sic]?

A. I have to assume they were, yes.

Q. Okay. Okay. As an officer of the court, I'll represent to you that they were.

A. Okay.

Q. Okay. And then a subsequent appeal was filed by the DRB.

A. Yes.

Q. Okay. Cathy, I'm going to hand you what's been previously marked as Defendants'

Exhibit 16 to your deposition. This is a notice of a lien for delinquent assessments by Tidewater Plantation Community Association, Inc., and I'm going to hand it for you to review.

(Exhibit No. 16 marked for identification.)

Q. I may have marked that twice. I apologize. It's Exhibit 19. Cathy, what exhibit do you have?

A. 16.

Q. Okay. I apologize. I double-marked the same exhibit. Okay.

A. Do you want to change it?

Q. We'll just -- we'll reflect for the record it'll be Exhibit Number 16, okay?

A. Uh-huh.

Q. Okay. Do that.

Are you familiar with Defendants' Exhibit Number 19 [sic], the notice of lien for delinquent assessments by --

A. Is that what this one is?

Q. Yes, ma'am.

A. Because this says 16, but we're calling it 19.

Q. It's 16, I meant to say. I apologize.

A. Oh, okay.
Q. I screwed that up. I apologize.
A. Okay.
Q. Exhibit -- Defendants' Exhibit -- Defendants' Exhibit 16 to your deposition, which is -- for the record, it's a notice of lien for delinquent assessments by Tidewater Plantation Community Association, Inc., okay?
A. Okay.
Q. And it indicates that the amount of the delinquent fines and related charges are in the amount of $29,019, and it indicates that the attorneys' fees and costs to date are $28,375.72 and that the total due is $57,894.72. Did I read that correctly?
A. Yes, you did.
Q. Okay. Now, can you -- do you have any way of breaking down what the fine amount is on -- with respect to the $29,519?
A. I remember -- no -- the fines you showed me earlier, the 2,500 and the 500, and I know that there was other fines that were daily that we changed. But, no, I don't -- I don't really remember this.
Q. Okay. Who would be -- who do you --

would the management company, First Services Residential Management Company, be in a better position to indicate what the breakdown of the fines is?

A. Yes.

Q. Okay.

THE WITNESS: Looks like a hotel. 16, 17, 18.

Q. Nancy [sic], the original lawsuit that was filed by Tidewater Plantation Community Association, Inc., was filed on July 12th, 2021, okay?

A. You're talking to me, right, because you said Nancy?

Q. I'm sorry. Cathy. Cathy. I apologize.

A. All right. The original lawsuit was what?

Q. Filed on July 12th, 2021. I'll represent that's what it -- yeah. And it looks like that -- that with respect to Exhibit Number -- you've got a copy of the notice of lien for delinquent assessments -- that was filed on February 23rd, 2022 --

A. Yes.

Q. -- correct?

A. Uh-huh.

Q. Okay. And understand I went to law school, so math is not my thing, so just give me a minute. I'm just trying to look at it. So roughly there's about maybe eight months essentially between the filing of the lawsuit and the filing of the lien?

A. It seems so.

Q. Okay. And during that eight-month period of time, you're indicating there were delinquent fines and related charges of $29,519, correct?

A. Yes.

Q. And you had indicated that the two main fines, you know, the 2,500 and the $500 -- and I think you break it down to where the first fine was $500, beginning construction without DRB approval, and then the other one was for removing trees, you know, without getting DRB approval, and it was a set fine for roughly $3,000, correct?

A. Yes.

Q. Okay. And -- but this document indicates that the fines, you know, and I understand the other related charges are the

amount of 29,919 [sic], correct?

A. $29,519, yes.

Q. Okay. Okay. And I would need to look to the management company as far as the breakdown, how they came to that number?

A. Yes.

Q. Okay. And the attorneys' fees and costs are in the amount of $28,375.72 for roughly -- and the point is, remember when we went over the pleadings. In the initial Complaint, you were seeking a preliminary injunction as your first cause of action. In the second cause of action, you were seeking a permanent injunction. And that was the only relief you were seeking, correct, at that point in time?

A. Yes.

Q. And then I would say within about a two- or three-month period after the filing of the Complaint, a consent order was issued from an injunction, correct?

A. Yes.

Q. Okay. What I'm -- what I'm trying to figure out is, during that short period of time, do you know how the attorneys' fees came up -- came -- you know, came up -- came to -- the

attorneys' fees, you know, rose or accrued to the amount of $28,375.72?

A. I don't know how they accrued to that, no.

Q. Okay. And understand that these attorneys' fees have nothing to do with your current attorneys that are on the case.

A. I do understand that.

Q. Okay. These attorneys' fees are from Moore, Johnson & Saraniti Law Firm.

A. Yes.

(Exhibit No. 9 marked for identification.)

Q. Okay. Cathy, I will hand you what's been previously marked as Exhibit 9 to your deposition. The first page is the Click -- the ClickPay online payments, but then when you flip past the next page, it includes -- these are the residential transaction report, Tidewater Plantation Community Association, Inc., and it's a breakdown of the assessments and fines. And I'm going to let you look at that for the record, okay?

(Off-the-record discussion.)

Q. Now, Cathy, those are the transaction

report sheets regarding the assessments and fines during the relevant period of time with respect to the attorneys' fees and the fines that were assessed against Mr. and Ms. Norton?

A. Uh-huh.

Q. Do you agree with that statement?

A. Yes.

Q. Okay. And if I understand your testimony, the -- the accountant for First Services Residential would be in a better position to explain how the numbers were com- -- were computed or the fines were computed with respect to this exhibit?

A. Yes.

MS. CARY: Object to the form.

Q. Okay. Okay. Let me think. I think I'm -- I think I've got -- Cathy, next exhibit I want to hand you is Defendants' Exhibit 19 to your deposition. I'll represent to you this is a copy of the current ordinance for the City of North Myrtle Beach, specifically section 23-100, and it says, Conformity with regulations required, and I'm going to publish parts of the -- you know, the ordinance into the record, and then I'll have some follow-up questions,

okay?

(Exhibit No. 19 marked for identification.)

A. Is it 23-100 or 23-106?

Q. It's 23-100.

A. Okay.

Q. I'll show it -- okay.

And -- and under 23-100, it says, Conformity with regulations required. And I'm -- quote, No building, structure, or land shall hereafter be used and/or building, structure, part thereof shall be erected, reconstructed, converted, enlarged, moved, or structurally altered unless in conformity with the regulations set forth in this chapter, okay?

And then, without going through every single provision, you have section 23-106, Measurement and exceptions to height, okay? I'll give you a copy of the Exhibit 19 for your review.

And when you get a chance, the highlighted portion, just indicate, did I correctly read that into the record, the first portion, if you could just first answer my question on that, the highlighted portion?

A. Did -- did you read it correctly?
Q. Yes.
A. Yes.
Q. Okay. Thank you.
A. And you want me to read this?
Q. No, that's okay. Just read through it because what I'm going to ask you is -- and you indicated 23-106 is in there, and I think it's highlighted, correct?
A. Yes.
Q. Okay. You would agree that -- that 23-100 and 23-106, these -- as far as these, you know, regulations or provisions, apply to Mr. and Mrs. Norton's property located in South Island?
MS. CARY: Object to the form.
Q. You can answer that.
A. Yes.
Q. Thank you.
A. All ordinances apply.
Q. Thank you. Thank you. Let's take about a 20-minute break because I think I'm pretty much -- let me ask this -- back up for a second.
On the insurance policy that we received a copy of, the -- as far as the premium that -- that was indicated on the policy, that was

redacted, correct?

A. I -- did I see the insurance policy?

MS. CARY: I'll represent that it's redacted --

MR. BELLAMY: Okay.

MS. CARY: -- because of CNA redacts their policy when it's produced in discovery.

MR. BELLAMY: That's all I wanted to clarify, okay. Let's take about a 20-minute break, and then we'll come back, because I'm about ready to finish up. I just need to talk to my client and see what he -- yeah.

THE VIDEOGRAPHER: Going off record. The time is 1:59.

(A recess was taken.)

THE VIDEOGRAPHER: All right. Back on record. The time is 2:10.

MR. BELLAMY: Okay. Cathy, I had a chance to meet with Mr. Norton off the record, and at the present time, I have finished my deposition with you, and please answer any questions your counsel might have.

THE WITNESS: All right. Thank you.

MS. CARY: I do not have any questions for you. Thank you.

THE WITNESS: That's easy to answer then.

THE VIDEOGRAPHER: All right. We're going off record. The time is 2:10. That concludes today's deposition.

(The deposition was concluded at 2:10 p.m.)

CERTIFICATE OF REPORTER
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, Teri L. Kennelly, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the witness in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and location therein stated; that the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription; that the foregoing is a full, complete and true record of the testimony of the witness and of all objections made at the time of the examination; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself/herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal on December 18th, 2025, at Charleston, Charleston County, South Carolina.

_____
Teri L. Kennelly, RPR, CRR
NCRA REGISTERED REALTIME REPORTER

My Commission expires
January 8, 2029

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