

Barefoot Resort Nonresidential Owners' Association, Inc.
Regular Meeting of the Board of Directors
June 19, 2025

I. CALL TO ORDER

A Regular Meeting of the Nonresidential Owners Association, Inc. was called to order by Mr. Couture at 10:00 a.m. at the Ponderosa Management Office located at 4876 Barefoot Resort Bridge Road, Suite C, North Myrtle Beach, SC 29582.

Member(s) Present: Rick Couture, Jay Springs, Joy Cottle, Holly Casper, Fred Caruso, and Rick Rapant

Member(s) Present Via Zoom: Tom Staats

Also Present: Kelly White and Brandy Reaves, Ponderosa Management
Alicia Thompson, Attorney At Law

II. ESTABLISHMENT OF A QUORUM

The roll was called and it was established that a quorum of the Board of Directors was present.

III. Minute Approval

Upon a motion made by Ms. Casper, seconded by Mr. Rapant and unanimously carried, it was: ~~MOVED to approve the January 30, 2025 Regular Meeting Minutes as revised to include Exhibit "A"; as well as, Mr. Rapant, Mr. Caruso, and Mr. Springs comments.~~

Upon a motion made by Mr. Springs, seconded by Ms. Casper and carried, it was: **MOVED to approve the March 20, 2025 Special Meeting Minutes as written and submitted. Ms. Cottle and Mr. Rapant abstained as they were not in attendance.**

IV. Unfinished Business

A. Approval of Sign Display Resolution

Ms. White reported the Resolution was filed with Attorney Cranford on March 11, 2025. This item is completed.

B. Financial Report

Mr. Rapant reviewed the April 30, 2025 Financial Report.

Mr. Rapant rescinded his Motion made on January 30, 2025 to draft a contingency fund. This item is completed with the removal of his motion.

The Board inquired about the funds collected for the North Tower dirt lot paving. Ms. White informed the Board that the funds are currently held in a CDAR account. These funds were collected over a one-year period and have been earmarked for the Outfall #2 repair. The funds will not be returned to the Associations. The paving of the dirt lot has been tabled.

C. North Tower Pool Lights

Mr. Couture informed the Board of Directors that the Joint Committee is currently working with Horry Electric on the replacement of the pool lights. This item remains tabled pending receipt of the requested information from Horry Electric, as outlined in the letter dated June 16, 2025.

D. Association Loan

Ms. White informed the Board of Directors that she inquired about obtaining a loan for Outfall #2 through Pinnacle. Ms. Rogers advised that in order to proceed, individual sub-association information

and financials would be required. As this information is not currently available, Pinnacle is unable to assist at this time. This item is considered completed.

E. Draft 2024 Financial Statement

Upon a motion made by Mr. Rapant, seconded by Hs. Casper and unanimously carried, it was: **MOVED to approve the 2024 Financial Statement as provided by Toohey & Diez CPA's, LLC.**

F. North Tower Pool Deck

The Board directed Ponderosa Management to remind GDI Security to close the umbrellas and lay lounge chairs flat during a storm.

V. New Business

A. Joint Committee Updates

Mr. Couture reported Ponderosa Maintenance exhaust fan in the pool pump house. Mainscape tree care contract had been approved. The Board is considering options for a picnic table or a bench by the grilling area. Mainscape will replace dead plant material around the North Tower pool. The City of North Myrtle Beach will resume the responsibility of street signs in 2026.

B. Complaint Against Mullen Wylie

Ms. Cottle's complaint against Mullen Wylie is attached to these Minutes as Exhibit "C". Attorney Thompson responded she will discuss with Attorney Wylie and schedule a separate meeting. This item is tabled.

C. Class B Declarant Rights

Ms. Cottle reported she would like to hold a vote against Tom, Staats, Declarant Rights. She would like to challenge his Class B voting rights. Ms. Thompson informed Ms. Cottle the Litigation Committee, formed by the Nonresidential Association, was handling this item. This item is tabled.

D. Village Crossing Boulevard Paving

Ms. White informed the Board, per The City of North Myrtle Beach, paving will be completed between summer and early fall. This item is tabled until a date is provided by the city.

E. Village Crossing Boulevard Speed Humps

Ms. White informed the Board, per The City of North Myrtle Beach, speed humps are illegal in the public right of way. This item is completed.

F. Sea Glass Trash Compactor

Ms. Casper stated Sea Glass provides concierge service nightly Sunday through Thursday. She provided an update to the compactor repair. Ms. Casper stated owners from other communities were trespassing taking photos and using the dumpsters. The Board did not vote to hold fines; however, Ms. Cottle will draft an ARC guideline for the Board's review. This item is tabled.

G. 2025 Annual Meeting Date

The Annual Meeting will be held in September, 2025. This item is tabled at this time.

H. Barefoot Resort History

No discussion was held on this topic.

VI. MEMBER COMMENTS/QUESTIONS

Following the meeting, owners were given the opportunity to ask questions, which were addressed accordingly.

VII. 3rd QUARTER MEETING DATE

The 3rd quarter meeting will be scheduled after the Joint Committee Meeting.

VIII. ADJOURNMENT

Upon a motion made by Ms. Casper, seconded by Mr. Caruso, and unanimously carried, it was **MOVED: To adjourn the meeting at 11:39.m.**

Respectfully submitted by:

Approved by:

Brandy Reaves
Brandy Reaves, Recording Secretary

Rick Couture
Rick Couture, President

August 29, 2025
Date of Approval

Aug 29, 2025
Date of Approval

Formal Protest of Failure to Comply with Notice Requirements

Action including but not limited to: Proper Notice as required by Non-Residential By-Laws - ARTICLE III Board of Directors – section B. Meetings - section 3.10 Notice: Waiver of Notice (a) which states: Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

I, Joy Cottle, formally protest the lack of adequate notice for special business, in reference to Tom Staats' email dated Wednesday, January 29, 2025, at 3:36 PM. (See email attached). In his email, Tom Staats requested special business to be considered, which was not included in our agenda (said agenda was sent via email to all Board Members on Friday, January 24, 2025, at 2:25 PM by Ponderosa), for this meeting on January 30, 2025, at 4:00 PM. See By-Law articles attached.

Mr. Staats also failed to deliver notice to each director of his request at least 72 hours before the time set for the meeting, as required by our By-Laws. He sent said notice approximately 23.5 hours prior to the time set for the meeting. See By-Law articles attached.

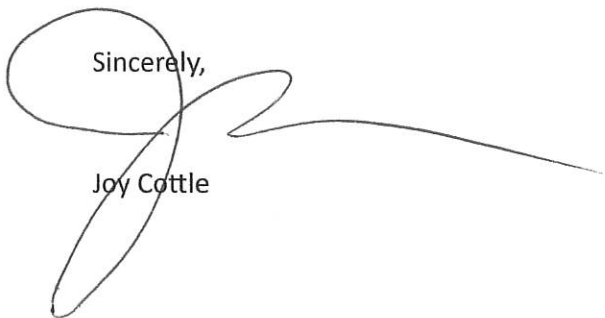
Specifically, this special business pertains to the removal of Joy Cottle from her position as a director on the Joint Committee Board of Directors. This position was one where Joy Cottle, Tom Staats, and Rick Couture were unanimously voted in by all NRA Board members present on Monday, December 9, 2024, at approximately 11:00 AM. What is the basis for his removal request so I can properly prepare a rebuttal?

Moreover, not one meeting of the Joint Committee has taken place this year. What has changed since Tom Staats was in favor of my nomination for the Joint Committee and voted for me to be on the board? The absence of Joint Committee meetings this year adds to the complexity and raises questions about the transparency and governance within the committee. In any case the optics of this end around tactic are not good for our community. Transparent and fair procedures are essential for maintaining trust within any community.

It must be noted that Tom Staats did not comply with the notice requirements as clearly stated in both the Amended and Restated By-Laws of Barefoot Resort Joint Committee, Inc., and the By-Laws of Barefoot Resort Nonresidential Owners Association, Inc. These sections ensure that notice is properly and timely given, and that the agenda is clearly communicated in advance of meetings.

Sincerely,

Joy Cottle



Here is the Notice Email sent from Staats – Wednesday, January 29, 2025 at 3:36PM

All,

I am looking forward to seeing you at the upcoming quarterly Nonresidential Owners Association Board Meeting, scheduled for January 30th at 4pm at the Ponderosa Management conference room. At the meeting, I will be introducing a motion to remove Joy Cottle from her position as a director on the Joint Committee Board of Directors. I do not want this motion to come as a surprise to anyone, so I am sending this email in advance so that you are all aware of my plans and to comply with any notice requirements. I will be happy to discuss this further with you at the meeting.

Thanks,

Tom Staats

Sections of our By-Laws to ensure that notice is properly and timely given, and that the agenda is clearly communicated in advance of meetings.

Joint Committee By-Laws

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.4 Removal of Directors and Vacancies. Any director may be removed, with or without

cause, and replaced for the remainder of such director's term by the Member (or other entity) entitled to

appoint such director, or in the case of a director elected by the vote of Owners of Nonresidential Units, by written ballot issued upon a petition being filed with the Secretary of the Joint Committee signed by Owners holding a majority of the votes entitled to be cast for the election of such director. **Any director**

whose removal is sought shall be given written notice prior to any action being taken to remove him.

Non-Residential By-Laws

ARTICLE III

Board of Directors:

A. Composition and Selection

3.6 Removal of Directors and Vacancies. Any director elected by the Class "A"

Members may be removed, with or without cause, by the vote of such Members holding a

majority of the votes entitled to be cast for the election of such director. **Any director whose**

removal is sought shall be given notice prior to any meeting called for that purpose. Upon

removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Section 3.7(a) Notices: Waiver of Notice: Notices of meetings of the Board shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. **The notice shall be given to each director by various means and must include the agenda for the meeting.**

B. Meetings

3.10 Notice: Waiver of Notice.

(a) Notice of meetings of the Board shall specify the time and place of the meeting and, in the case of a special meeting, **the nature of any special business to be considered.** The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) telephone facsimile, computer, fiber optics, or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting or such other time as required by statute. **Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.**

(b) The transactions at any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to hold the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting.

Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting the lack of adequate notice before or at its commencement.

In Conclusion:

It seems like there's some confusion and perhaps some procedural missteps regarding my potential removal from either the Joint Committee Board or the Non-Residential Board. The Motion to remove me from the Joint Committee should be held by the Joint Committee.

Given the details I've now shared to the board, it seems the notice requirements were not met in either case. The 72-hour notice is crucial, and failure to provide it would indeed invalidate any actions taken to remove me.

Therefore, I'm reaching out to confirm with Tom Staats or the board about their specific intentions and ensuring they follow the proper procedures.

Joy Cottle

2025 Non-Residential Financial Report **for Period Ending April 30, 2025**

Good morning everyone,

The following is the Financial Report for the period ending April 30, 2025

As for the current financial report, the May '25 numbers are scheduled to close on or about June 23rd so this information is based on period ending April 30, 2025:

For Assets

- ❖ **In the Cash-Operating Account there is \$101,509.43.** This is the amount of cash in the Association's operating checking account at the end of the month, April 30, 2025.
- ❖ **For Assessment Receivables there is: \$1,513.23.** This is the amount of the accounts receivable, which reflects a total amount due in late fees and admin fees.
- ❖ **And for Pre-Paid Insurance there is: \$1,646.52** which is the amount paid to the insurance company prior to the renewal date of June 11, 2025.

Leaving Total Assets in the amount of \$104,669.18

For Liabilities

- ❖ **Under Accounts Payable there is: \$5,414.04.** This is the amount of "open payables" at month's end, expenses incurred during the month were keyed; however, paid the following month.
- ❖ **Under Deferred Assessments there is: \$98,171.60.** This is the amount that reflects assessment payments that are received quarterly and booked monthly on the financial statement.

For A Total Liabilities in the amount of \$103,615.64 (This total includes \$30.00 in Late Fees)

For Equity

- ❖ **There was a Prior Year Operating Fund Balance of: \$7,657.96** This is a historical amount of income over expenses at the end of the 2024 fiscal year.
- ❖ **Current Year Net Income: (\$6,574.42)** This is the amount of income over expenses at month's end 4/30/2025.

For total Equity in the amount of \$1,083.54 (Assets - Liabilities = Equity)

Leaving total Liabilities & Equity in the amount of: \$104,699.18 for Period Ending April 30, 2025.

2025 Non-Residential Financial Report
for Period Ending April 30, 2025

Assets

In the Cash-Operating Account	\$101,509.43
Assessments Receivables	\$1,513.23
Pre-Paid Insurance	\$1,646.52
Total Assets	\$104,669.18

Liabilities

Accounts Payable	\$5,414.04
Deferred Assessments	\$98,171.60
Total Liabilities	\$103,615.64

Equity Balance **\$1,083.54**

Equity

Prior Year Operating Fund Balance	\$7,657.96
Current Year Net Income	(\$6,574.42)
Total Equity	\$1,083.54

OPERATING INCOME/EXPENSE STATEMENT

INCOME:

VARIANCE: \$3.71 over budget.

EXPLANATION:

There is no variance requiring explanation.

ADMINISTRATIVE EXPENSES:

VARIANCE: \$5,399.74 over budget.

EXPLANATION:

This category is over budget due to legal expenses.

GROUNDS & GENERAL MAINTENANCE:

VARIANCE: \$0.

EXPLANATION:

There is no variance requiring explanation.

**Formal Complaint of Professional Misconduct, Ethics Violations, Billing Violations, Conflict of Interest, Breach of Duty of Loyalty and Confidentiality
Against Mullen Wylie SC, LLC and their attorneys Robert L. Wylie, IV and Alicia E Thompson**

To Whom It May Concern,

I am Joy Dawn Cottle, Vice President of Barefoot Resort Nonresidential Owners Association, Inc. (NRA), and I am submitting this **formal professional misconduct and ethics complaint** against Mullen Wylie SC, LLC (Law Firm) and their attorneys Robert L. Wylie, IV and Alicia E Thompson (Wylie and Thompson). A law firm and its attorneys licensed in the State of South Carolina, for professional misconduct and violations of legal ethics that have caused us, NRA, significant harm.

The basis of this complaint is a **Conflict of Interest, Professional Misconduct, Ethics Violations, Billing Violations, Breach of Duty of Loyalty and Confidentiality**. Specifically, I allege that neither the Law Firm nor Wylie and Thompson disclosed that they have been and continue to be the legal representatives for Barefoot Resort Joint Committee, Inc. (JC) ([see Secretary of State Nonprofit Corporation Articles of Incorporation for Barefoot Resort Joint Committee, Inc. \(JTC_ArticlesOfIncorporation_1999-11-23\)](#)) since before August 22, 2024 ([see Barefoot Resort Joint Committee, Inc. Regular Meeting of the Board of Directors Minutes August 22, 2024 \(JTC_Minutes_2024-08-22\)](#)), while also representing NRA ([see Secretary of State Nonprofit Corporation Articles of Incorporation for Barefoot Resort Nonresidential Owners Association, Inc. \(Non Res Articles of Inc\)](#)). When NRA retained the Law Firm and Wylie and Thompson at our October 18, 2024 board meeting ([see Legal Representation Agreement NRA \(20241015 Fully Executed Legal Representation Agreement\)](#)), this conflict was not disclosed, constituting a **breach of their duty of loyalty and confidentiality** owed to NRA.

During the course of their representation of the NRA, the Law Firm and Wylie and Thompson were advising both the NRA and JC simultaneously without the full NRA Boards knowledge — when the NRA had questions about JC's composition, voting rights and organizational structure — this should have indeed raised ethical and legal concerns regarding their duty of loyalty and confidentiality. Representing two entities with potentially opposing interests—especially when one has questions about the other's composition — raise ethical red flags. Law Firm and Wylie and Thompson should have **recused themselves** or obtain a **conflict waiver** from both clients. And they did neither. I believe this constitutes a serious breach of professional duties and violates South Carolina Rules of professional conduct and ethics codes, especially since this conflict is most likely a **non-waivable** situation. This is serious violation legally, ethically and professionally as well.

Under **South Carolina's Rules of Professional Conduct**, lawyers must avoid conflicts of interest unless they obtain informed consent from all affected clients. If the conflict is non-waivable, as I allege, then failing to recuse would indeed constitute a serious violation of professional duties.

The Law Firm and Wylie and Thompson are presently representing both JC and NRA, which is a **direct conflict of interest** ([see Kelly White email conflict](#)).

Additionally, I allege there is reason to believe another conflict of interest exists. Neither the Law Firm nor Wylie and Thompson disclosed prior work done for Mr. Tom Staats (Staats) and his company Coastal Resort Holdings, LLC (Coastal Resort) which are attempting to take control of Barefoot Resort from the residents. Mullen Wylie billing records dated **1/14/2025** ([see Invoice Mullen Wylie](#)) indicate that Ms. Thompson discussed board eligibility with Mr. Staats. This pertains to JC, and later, on **3/5/2025**, Mr. Staats and Coastal Holdings, LLC, asserted Class B rights, attempting to **take control of JC and, in effect, the NRA and all of Barefoot**.

Lastly, I am filing a complaint regarding the Law Firm and Wylie and Thompson **billing practices**. While working for both JC and NRA, the law firm has submitted invoices to NRA for payment. ([see Invoice Mullen Wylie](#)) Given their representation of both entities, it is unclear why invoices are not divided appropriately, ensuring that NRA is not solely responsible for costs incurred on behalf of JC.

Given these circumstances, I request a formal full review of these conflicts and appropriate action to address these serious professional misconducts, ethical violations and fraudulent billing. Please confirm receipt of this complaint and advise on the next steps.

I have prepared supporting documentation included in this formal complaint. And can furnish more collaborating documentation if required or requested.

Thank you for your attention to this complaint and for upholding the integrity of the legal professional.

Sincerely,

Joy Dawn Cottle

Vice President

Barefoot Resort Nonresidential Owners Association, Inc.

joydcottle@aol.com

843-260-1385

Joy D Cottle

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