Ann Lippincott - Deposition AI Summary Long

Ann Lippincott was deposed on February 11, 2026, at the Bellamy Law Firm in Myrtle Beach, South Carolina. She was deposed as an individual witness — not as a corporate representative — by Howell Bellamy on behalf of the defendants, Ken and Suzanne Norton. Taylor Cary appeared for the plaintiff, Tidewater Plantation Community Association (TPCA). Also present in the room were Robert DeWitt Moss, Paige Bellamy, Catherine Weis, Toby Richards, and Kenneth Norton himself.

Ann Lippincott is a property owner within Tidewater Plantation (her deed was filed July 10, 1997) and a longtime former member of the Design Review Board (DRB). She served on the DRB from approximately 2010 to 2014, again from 2018 to 2020, and then briefly again from 2024 until approximately April 2025, when she resigned due to some discord with the Master Board. At the time of her final resignation, Toby Richards (not Cathy Weis) was president of the Master Board, though Weis was on it as vice president. Lippincott clarified that she and Weis had disagreed on another matter (Harbor Loft), but had no discord regarding the Norton situation specifically. She did not bring any personal documents to the deposition and had no relevant materials in her own custody — only what had been provided by the attorney.

Her property is located at the entrance to South Island. She confirmed that South Island is in a floodplain, though her own property is not. She acknowledged that the DRB is a subset or committee of the Master Board and is under the Master Board's jurisdiction.

A significant portion of the deposition involved Bellamy walking Lippincott through the governing documents for Tidewater Plantation and the legal framework they operate under. He introduced the South Carolina Nonprofit Corporation Act (Title 33, Chapter 8), specifically Section 33-8-300 on General Standards for Directors, which imposes on directors — and committee members like DRB members — a duty to act in good faith, with the care of an ordinary prudent person in a like position, and in a manner reasonably believed to be in the best interest of the corporation. Lippincott agreed this standard applies to the Master Board and DRB members alike.

Bellamy used this framework to make a broader point: that in order to properly discharge their duties of good faith and care, board and DRB members are obligated to actually read and be familiar with the governing documents — the PUD Agreement, the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions (CCRs) and Bylaws, and the DRB Standards, Requirements, and Procedures. Lippincott agreed. She also confirmed that from her own experience, she referred to the PUD Agreement on a regular basis when she was serving on the DRB.

On the PUD Agreement itself (Exhibit 2, recorded April 30, 1992), Lippincott confirmed it is the seminal, controlling document governing the entire Tidewater development — the agreement between the City of North Myrtle Beach and the original developer, Southern Land and Golf Company, LTD. She agreed that the PUD's language binds the heirs and assigns of both the City and the developer, which includes the Master Association and its members. She also agreed that the last sentence of subparagraph A2 of the PUD states: "Anything not covered in this document shall be governed by the City Zoning Ordinance and Section 8 of this Agreement." This is a crucial provision because it means that when the governing documents of Tidewater are silent on something, you must look to the City's zoning ordinance for the answer.

Regarding the specific question of building in a floodplain: Lippincott confirmed from her knowledge that the PUD Agreement does not address building in a floodplain, and does not contain anything that specifically indicates that Section 23-106 of the city zoning ordinance is inapplicable. She is familiar with 23-106 now, though as a DRB member she would not have been aware of it — DRB members did not track or monitor city ordinance changes. When asked directly whether, because the PUD is silent on this point, you would have to resort to the city ordinance (23-106), she agreed that is what the language says.

On the question of maximum building height, Lippincott confirmed that the PUD Agreement specifies 42 feet — not 41 — as the uppermost point of the structure for large lot single-family homes (which applies to the Nortons' combined lots 407 and 408). She confirmed there is no language in the PUD specifically saying the maximum is 41 feet, and no language giving the DRB or the Master Board the express or implied power to unilaterally reduce the height from 42 to 41. She also confirmed there is no language in the Third Amended and Restated Declaration of CCRs and Bylaws that sets 41 feet as the maximum for South Island properties. The supplemental use restrictions (Exhibit B of the Declaration) confirm the maximum is 42 feet above average finished grade, and that all height restrictions are subject to the PUD Agreement. She acknowledged that to change the maximum building height, the PUD would have to be formally amended — and for that amendment to be enforceable, it would need to be recorded.

Bellamy showed Lippincott a Tidewater Plantation newsletter from August 2016 (Exhibit 12) in which then-president Bob Moss wrote in his "President's Message" that the PUD states the maximum height for every single-family unit is not to exceed 41 feet. Lippincott agreed that this statement was either a misstatement or a typo, since she had just confirmed the PUD actually says 42 feet. Moss was sitting in the conference room at the time of the deposition.

On the DRB's actual process, Lippincott explained that when plans came in, the DRB did not have Felix Ayres make a separate presentation — they received the plans and ran their own checklist. The checklist is an established form summarizing everything in the DRB standards for each neighborhood in Tidewater: maximum building height, setbacks, steps, trim, paint colors, window types, and so on. She confirmed that the DRB went through that checklist for every set of plans. When Bellamy showed her the DRB's "procedural table for new construction" (Exhibit 17) — which states DRB members should "review county and city codes, Tidewater Plantation DRB standards for site planning and architectural criteria" — Lippincott pushed back, saying that document is written for contractors and people building houses, not for DRB members themselves. She maintained that the DRB only refers to DRB standards when reviewing plans and does not monitor city ordinance changes.

On confidentiality, Lippincott confirmed there was never a written confidentiality policy for the DRB — she could not find one. However, she said there is an unwritten, nonverbal policy: the rule of thumb is you don't discuss anyone's DRB file with anyone other than the owner of the property, and this is mentioned when orienting new DRB members. This is in tension with Cathy Weis's affidavit, which stated no confidentiality policy existed. Lippincott did not explicitly say she disagreed with Weis's affidavit when asked directly, but her description of the nonverbal policy clearly implies one existed in practice.

On fines, Lippincott confirmed the DRB's role is to notify the Master Board of violations; it is the Master Board that handles fining. She said the DRB standards and contractor work rules specify certain fines. She was not familiar with the lien that had been filed against the Nortons (totaling about $57,000 — around $29,519 in fines/charges and $28,375 in attorneys' fees). When asked which violations would apply to the Nortons, she identified: (1) commencing construction without DRB approval ($500), (2) lot clearing without DRB approval ($2,500), and (3) removal of trees. She confirmed the total applicable fine amount would be $3,000. Importantly, she also confirmed that neither of those two primary fine amounts (the $500 and the $2,500) carry an asterisk in the fine schedule that would allow the Board to continue fining each day until corrected — meaning the Board would not have authority under the fine schedule to keep compounding fines against the Nortons beyond that $3,000 total. She noted that the fine schedule in the Amended Complaint matched the one in the DRB standards.

Finally, on the question of whether she would ever serve on the Master Board, Lippincott said no — she had spent 37 years working with three hospital boards and was "tapped out."