

Catherine Weis - Deposition AI Summary Long

This deposition was taken on December 5, 2025, at the Bellamy Law Firm in Myrtle Beach, South Carolina. Catherine (Cathy) Weis was deposed as the 30(b)(6) representative of Tidewater Plantation Community Association, Inc. (TPCA) — meaning her testimony legally binds the association as a whole. She also served as president of the TPCA board of directors in 2020 when the Nortons submitted their home plans. The deposition was conducted by Howell Bellamy, attorney for the defendants (Ken and Suzanne Norton), with Taylor Cary present as counsel for Tidewater Plantation.

A 30(b)(6) deposition is a specific type of deposition where a company or organization — in this case, Tidewater Plantation Community Association — must designate a representative to testify on its behalf about specific topics identified in advance. Bellamy had submitted 26 topics he wanted to cover. Weis confirmed she was prepared to testify on all of them. Ms. Cary noted for the record that the association had previously objected to certain language in the notice of deposition, but the deposition proceeded.

The lawsuit background is the same as in the Caldwell deposition: Tidewater Plantation Community Association sued Ken and Suzanne Norton over construction of their home on combined lots 407 and 408 in the South Island area of Tidewater Plantation. The Amended Complaint, filed August 30, 2021, named the Nortons both individually and as trustees of their respective living trusts (since the property was held in trust). The association's causes of action were: (1) preliminary injunctive relief — to stop construction while the case was pending; (2) permanent injunctive relief — to permanently stop or require modification of construction; and (3) declaratory judgment relief — asking the court to formally declare what the rules are. A consent order on the injunction was reached within about two to three months of filing the original complaint.

On the central issue of building height, Weis confirmed that it is still the board's position that the maximum height in all Tidewater neighborhoods is 41 feet — not 42 — and that height must be measured from finish grade (ground level) to the peak of the roof. This is directly contrary to what the City's zoning administrator Ben Caldwell testified: that 42 feet applies and that height in a flood zone is measured from the first finished floor, not grade. Weis confirmed she had read Caldwell's deposition (taken June 18, 2025) and said she did not take exception to anything he said.

Regarding the original DRB rejection of the Nortons' plans, Weis read into the record the DRB's stated reasoning from July 6, 2020: the height restriction in all Tidewater neighborhoods is 41 feet; the Nortons' architect had proposed adjusting how maximum height is measured to align with flood zone calculation methods, but the DRB unanimously rejected that change; measuring from finish grade as required by DRB standards would put the Nortons' house at 46 feet — five feet over the DRB's 41-foot maximum, not counting the cupola. The DRB's decision was to enforce its 41-foot maximum.

The PUD agreement (Exhibit 5, recorded April 30, 1992) was reviewed in detail. Weis confirmed it is the controlling document governing the agreement between the City of North Myrtle Beach and Tidewater. She agreed that paragraph 2 of the PUD states that anything not covered in the PUD is governed by the city's zoning ordinance. She also agreed that Section 8 of the PUD ("City Regulatory Power") states the city retains all regulatory powers and the agreement does not preempt any land use regulations not specifically and intentionally changed by it. When asked whether there is anything in the PUD that specifically nullifies any part of Section 23-106, Weis answered "not that I see." She also confirmed there is nothing in the PUD that mentions a 41-foot height limit — the PUD consistently states 42 feet as the uppermost point of structures for all residential categories (large lot single-family, zero lot line single-family, duplexes, etc.).

The third amended and restated declaration of covenants, conditions, and restrictions (Exhibit 6) was also reviewed. Exhibit B of that document — "Supplemental Use Restrictions" — states that no dwelling shall be constructed exceeding 42 feet above the elevation of the average finish grade of the lot, and that all heights are subject to the PUD agreement. Weis confirmed she was familiar with this document and agreed it is one of the controlling documents for the Nortons' property.

Weis was asked whether she is aware of any document that amends either the PUD or the third amended declaration to change the maximum building height from 42 to 41 feet. She answered no — she is not aware of any such amended documents.

A key portion of the deposition covered an e-mail exchange (Exhibit 11) between Weis and former City Manager Mike Mahaney. Weis explained the background: the DRB was concerned about the building permit the city had issued to the Nortons, which they felt exceeded even the 42-foot limit. DRB chairman Dave Jeffers wanted to meet with city staff, so Weis called Mahaney. Mahaney responded by email stating the city's procedure: height is normally measured to the midpoint of the roof, but in the Tidewater PDD it is measured to the peak; and in flood zones, measurement starts from the first finished floor. He also stated

architectural projections (like the cupola) can exceed the height limit if they cover less than 15% of the roof area. He concluded that the Nortons' plans "conform with our ordinances." Weis confirmed Mahaney never sent a follow-up email changing or retracting that position.

A separate e-mail (Exhibit 13) was between Weis and Ann Lippincott, a DRB member. Lippincott stated that the DRB has always ensured compliance with FEMA flood zone requirements. Weis agreed with that statement.

A significant portion of the deposition involved whether the DRB's appeal — filed June 25, 2021 by DRB chairman Dave Jeffers — challenged the city's measurement methodology. Weis agreed that the grounds of the DRB appeal (set out in four paragraphs) did not challenge the 42-foot maximum height and did not challenge how height is measured in a floodplain. The appeal focused solely on whether the cupola was a necessary mechanical feature.

On the question of fines, the Nortons were fined for (1) commencing construction without DRB approval (\$500) and (2) lot clearing without DRB approval (\$2,500). There was also mention of tree removal without approval. A notice of lien for delinquent assessments (Exhibit 16) showed the total outstanding amount was \$57,894.72 — consisting of \$29,519 in delinquent fines and related charges, and \$28,375.72 in attorneys' fees and costs (from the prior law firm Moore, Johnson & Saraniti, not the current attorneys). Weis acknowledged she didn't know the detailed breakdown of the fines and deferred to the management company, First Services Residential, for that information. She also noted those attorneys' fees accrued in roughly the eight-month period between the filing of the lawsuit in July 2021 and the filing of the lien in February 2022.

Weis confirmed the association has no written confidentiality policy covering building plans submitted to the DRB, and that she could not find one in any governing document, newsletter, website posting, or social media. She signed an affidavit on August 13, 2025 confirming this. She did maintain that as a matter of practice, the DRB treats plan submissions as confidential — but acknowledged there is no written policy requiring this. She personally objected to the Nortons' expert reviewing other South Island homeowners' plans, but based that objection on confidentiality practice rather than any written policy.

Finally, Bellamy introduced the city's zoning ordinance, specifically Section 23-100 (Conformity with Regulations Required) and Section 23-106 (Measurement and Exceptions to Height). Weis agreed that these city ordinance provisions apply to the Norton property located in South Island. She summed it up plainly: "All ordinances apply."