

Michael Mahaney – Deposition AI Summary (Full)

This document is the official transcript of a deposition (a recorded, sworn question-and-answer session used in a lawsuit) of Michael G. Mahaney, taken on April 2, 2026. The lawsuit is between Tidewater Plantation Community Association (the HOA, or homeowners' association) and Suzanne and Kenneth Norton, who are homeowners within Tidewater Plantation. The attorney asking the questions (Mr. Bellamy) represents the Nortons, and attorney Taylor Cary represents the HOA.

Who is Michael Mahaney?

Michael Mahaney is a highly experienced city manager with roughly 50 years in that profession. He has a civil engineering degree from Virginia Tech (1974) and an MBA from James Madison University (1980). He has worked as a city manager in Oberlin, Ohio; Somerset, Pennsylvania; Covington, Virginia; St. Marys, Georgia; and most recently for the City of North Myrtle Beach, South Carolina, where he served for about 12 years starting around 2012. He also personally lives in Tidewater Plantation. As city manager, he oversaw a budget of over \$200 million and more than 600 employees. He made clear throughout the deposition that he does not get into the fine details of individual department decisions — that is what his department heads are for.

What is this lawsuit about?

The core dispute appears to center on how the maximum building height of a home is measured within Tidewater Plantation, specifically when a home is located in a flood zone (floodplain). The Nortons built or were building a home in a section of Tidewater Plantation, and the HOA appears to be challenging whether their home — particularly a cupola (a small dome-like structure on the roof) — exceeded the maximum allowed height. The key question is which rules govern how height is measured: the specific rules written in the Tidewater Planned Unit Development (PUD) Agreement, or a separate city ordinance known as "23106."

What is the PUD Agreement?

Tidewater Plantation was developed under a Planned Unit Development (PUD) agreement — a special contract between the City of North Myrtle Beach and the original developer, Southern Land and Golf Company, recorded in 1992. This agreement sets out specific construction and development rules for the community. Mahaney confirmed that the PUD agreement binds the city and all future property owners and developers (their "successors and assigns"). The agreement also states that anything not specifically covered in the PUD document is governed by the city's regular zoning ordinance.

What did the City tell the HOA?

In June 2021, Cathy Weis (an HOA board member) contacted Mahaney seeking clarification on how building height is measured in Tidewater Plantation, particularly in a flood zone. Mahaney arranged a meeting between Weis and the relevant city staff, including the building and zoning departments. Before the meeting, Mahaney forwarded an email to Weis that his staff had written. That email explained the city's position: normally height is measured to the midpoint of the roof, but in the Tidewater PDD (Planned Development District), it is measured to the peak of the roof, and in flood zones, measurement starts from the first finished floor. It also noted that architectural features (like a cupola) can exceed the height limit if they cover less than 25% of the roof area, and that the Norton plans' cupola covered less than 15% of the roof area. The email concluded: "The plan conforms with our ordinance." Mahaney confirmed he sent this email, did not write it himself (his staff did), but agreed he adopted its contents by forwarding it. He also confirmed the city issued the Nortons a building permit, approving their plans.

What did Mahaney personally know or review?

Mahaney was very clear that he did not personally read the PUD agreement, the city's zoning ordinance section 23106, or any of the detailed governing documents. He said he simply does not have time for that level of detail. His role was to facilitate the meeting between the HOA and city staff who are the actual experts. He attended the start of the meeting only long enough to introduce everyone, then left. He had no memory of what was discussed at the meeting itself.

Key legal questions Mahaney answered:

The attorney walked Mahaney through several specific provisions of the PUD agreement. Mahaney confirmed: (1) the PUD agreement binds the city and successors to its construction standards; (2) anything not specifically covered in the PUD is governed by the city's zoning ordinance; (3) nothing in the PUD agreement specifically states that city ordinance 23106 does not apply when measuring maximum building height in a floodplain; (4) nothing in the PUD agreement indicates any of the permitted structure types must be 41 feet or less (the HOA apparently argues the limit is 41 feet, while the city's email referenced 42 inches for the cupola overage); and (5) he was not aware of any amendment to the PUD agreement that changed the maximum building height from 42 to 41 feet.

Bottom line:

Mahaney's testimony essentially supports the Nortons' position. The city approved their building plans, confirmed the plans met the city's ordinance, and issued a permit. Mahaney, as city manager, adopted that staff conclusion. He also confirmed there is nothing in the PUD

agreement that excludes the application of city ordinance 23106 to height measurements in the floodplain — meaning the city's standard rules apply, and the city said the Nortons' home complied with those rules.