

Otis Allen Jeffcoat III - Deposition AI Summary Long

Tidewater Plantation Community Association v. Norton • June 11, 2025

What This Document Is

This is a legal deposition — a formal, recorded interview under oath — of Otis Allen Jeffcoat III, a real estate attorney based in Myrtle Beach, South Carolina. It took place on June 11, 2025, at the Bellamy Law Firm in Myrtle Beach. Jeffcoat is testifying as an expert witness on behalf of the Nortons in the same lawsuit between the Tidewater Plantation HOA and Suzanne and Kenneth Norton.

Who Is Otis Allen Jeffcoat III?

Jeffcoat is a Princeton-educated (politics degree) attorney who attended law school at the University of South Carolina. He has practiced law in Myrtle Beach since the late 1970s — over 50 years — running his own firm, Jeffcoat Law, LLC, for the past decade. His practice covers real estate, probate and estate planning, business formation, and expert witness work. He has extensive experience drafting governing documents for community associations and planned developments throughout Horry, Georgetown, and Charleston counties, including large projects like the Market Common in Myrtle Beach and the Myrtle Beach Golf & Yacht Club. He has been qualified as a court-recognized expert witness roughly ten times, primarily in real estate law, restrictive covenants, and attorney malpractice cases. He has never been disqualified as an expert. He has worked with the Bellamy Law Firm (the Nortons' attorneys) about half a dozen times as an expert.

Why Was He Brought Into This Case?

Jeffcoat was retained in November 2022 to give expert legal opinions on three interconnected questions: (1) whether the HOA's Design Review Board (DRB) acted properly in denying the Nortons' home plans; (2) how the city's zoning ordinances apply to the Nortons' ability to build the house they want; and (3) whether the HOA's governing documents and the Planned Unit Development (PUD) agreement support or conflict with the DRB's decision. He submitted a formal affidavit in January 2023 to lay out his opinions. The affidavit was drafted primarily by Jeffcoat himself, though Bellamy's office provided early rough drafts that he substantially revised.

The Core Legal Argument: The Marina Tract Problem

Jeffcoat's most significant legal opinion involves what the Nortons' lot actually is — and what rules should govern it. The PUD agreement originally designated the Nortons' parcel (Tract Q)

as a 'commercial marina.' The PUD's general height rule states that 'all building heights are measured from the uppermost point of the structure to the average finished grade.' However, Jeffcoat argues that this standard was written for the marina use and does not address residential development in a flood hazard zone — because at the time the PUD was written, nobody expected this tract to become a residential neighborhood.

Since the marina use was eventually abandoned and the land was converted to residential lots, Jeffcoat argues the PUD is 'silent' on how to handle this specific situation. The PUD itself contains a provision stating that 'anything not covered in this document shall be governed by the city zoning ordinance.' Therefore, Jeffcoat concludes that the city's zoning ordinance — specifically Section 23-106 — takes over. That ordinance measures building height for flood zone homes starting from the certified floor elevation (not from the ground), which is the Nortons' preferred measurement method and would allow their house to be taller.

His Specific Opinions in the Affidavit

Jeffcoat's affidavit argues: (A) The DRB's roofline standards (including how height is measured) directly conflict with the Declaration and the PUD agreement, in part because the City never signed off on those standard changes — and any amendment to the PUD requires both the developer/association and the City to agree. (B) The correct starting point for measuring height on the Nortons' lot is the certified flood elevation under Section 23-106, not the ground. (C) The Nortons are entitled to build to a 42-foot height, and the HOA's refusal to permit this violates both the PUD and the Declaration. He acknowledges the 42-foot limit is right — the dispute is entirely about where you start counting those 42 feet from.

The HOA's Counter-Arguments

The HOA's attorney, Taylor Cary, pushed back on several key points. The PUD agreement plainly states height is measured 'from the uppermost point of the structure to the average finished grade' — language that seems clear and comprehensive. Cary argued that this provision exists and therefore there is no 'gap' for the city ordinance to fill. She also challenged whether Jeffcoat could specifically identify what in the DRB standards conflicted with the PUD — and he admitted he could not recall the specifics at that moment. Cary further pointed out that Jeffcoat has never been qualified as a court-recognized expert specifically in homeowners association document interpretation, and he has never done any work in South Carolina for the City of North Myrtle Beach as legal counsel.

Bottom Line

Jeffcoat brings significant real estate law experience and a creative legal theory: because the Nortons' lot started as a marina tract never contemplated as flood-zone residential property, the PUD is silent on the right measurement standard, and the city ordinance fills that gap in

the Nortons' favor. The HOA disagrees, saying the PUD's height measurement language is explicit and leaves no gap. This is ultimately a legal interpretation battle over which set of rules governs — the PUD's ground-up measurement or the city zoning ordinance's flood-elevation-based measurement.