STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	EIGHTH JUDICIAL CIRCUIT
COUNTY OF GREENWOOD	)	
	)	
Nancy S. Inman, Lisa Tolbert, Vernell Humphries,	)	**Order Granting Plaintiffs' Motion for Summary Judgment**
	)	
Plaintiffs,	)	**2022-CP-24-01036**
	)	
v.	)	
	)	
Sudie Dell Davis and Roosevelt Davis,	)	
	)	
Defendants.	)	

This matter came before the Court at a virtual hearing at its appointed time on February 7, 2024. James Graham Padgett, III, of the law firm of Bacot & Padgett, LLC, represented the Plaintiffs. The Defendants were represented by Tommy L. Stanford of the law firm of Tommy L. Stanford & Associates, PC and Juankell Shingles of the Juankell Shingles Law Firm.

Plaintiffs and Defendants are property owners in the Callison Estates Subdivision located in Greenwood County, South Carolina. Plaintiffs filed suit against the Defendants to abate real property restrictions violated by the Defendants, specifically numbers 2 and 9, to wit:

> *"2. All residences erected or located on any lot in said Subdivision shall have at least sixteen hundred (1,600) square feet, exclusive of patios, carports, garages and porches."*
>
> *"9. No commercial vehicles, camper trailers, or house trailers shall be parked or stored on any lot except in the carport or garage or real portion of the said lot."*

The Court heard the Plaintiffs' motion for summary judgment and took oral argument from counsel. Having reviewed the motion, affidavits, authenticated exhibits, memorandums submitted to the Court, and the Court's file, and for the foregoing reasons, the Court grants the Plaintiffs' motion for summary judgment.

I. STANDARD AND APPLICABLE LAW

Summary judgment is appropriate only if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Kitchen Planners, LLC v. Friedman, 440 S.C. 456, 461, 892 S.E.2d 297, 300 (2023)("We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule. Id.

In determining whether any triable issues of fact exist for summary judgment purposes, the evidence and all the inferences that can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. Id. However, as the court stated in Kitchen Planners, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." Kitchen Planners, LLC v. Friedman, 440 at 463; *see also* Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991)(holding a party opposing summary judgment "must ... 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with 'specific facts showing that there is a genuine issue for trial.' "(emphasis in original); *see* Simmons v. Berkeley Elec. Coop., Inc., 419 S.C. 223, 237, 797 S.E.2d 387, 394 (2016)(reliance on plat not prepared for proponent did not create a material dispute, and reliance on not-to-scale system map of another did not create a material dispute.) The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003).

In the context of restrictive covenant interpretation, the well settled rules are set forth in Taylor v. Lindsey, 332 S.C. 1, 4–5, 498 S.E.2d 862, 863–64 (1998), to wit:

a. Words of a restrictive covenant will be given the common, ordinary meaning attributed to them at the time of their execution. Marriott Corp. v. Combined Properties Ltd. Partnership, 239 Va. 506, 391 S.E.2d 313 (1990). See also 20 Am.Jur.2d Covenants § 171 (1995) ("The words of the covenant will be given their commonly held meaning as of the date the covenant was written, not as of some subsequent date."). "
b. Restrictive covenants are contractual in nature, so that the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." Palmetto Dunes

Resort v. Brown, 287 S.C. 1, 336 S.E.2d 15 (1985).

c. The court may not limit a restriction in a deed, nor, on the other hand, will a restriction be enlarged or extended by construction or implication beyond the clear meaning of its terms even to accomplish what it may be thought the parties would have desired had a situation which later developed been foreseen by them at the time when the restriction was written. Forest Land Co. v. Black, 216 S.C. 255, 57 S.E.2d 420, 424 (1950).

d. Restrictions as to the use of real estate should be strictly construed and all doubts resolved in favor of free use of the property, *subject, however*, to the provision that this rule of strict construction should not be applied so as to defeat the plain and obvious purpose of the instrument. It follows, of course, that where the language of the restrictions is equally capable of two or more different constructions that construction will be adopted which least restricts the use of the property. McDonald v. Welborn, 220 S.C. 10, 66 S.E.2d 327 (1951).

e. A restriction on the use of property must be created in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property [subject to not defeat the plain and obvious purpose of the instrument]." Hamilton v. CCM, Inc., 274 S.C. 152, 157, 263 S.E.2d 378, 380 (1980).

An additional rule was cited by the Supreme Court, "[w]hen the language imposing restrictions upon the use of property is unambiguous, the restrictions will be enforced according to their obvious meaning." Shipyard Prop. Owners' Ass'n v. Mangiaracina, 307 S.C. 299, 308, 414 S.E.2d 795, 801 (Ct.App.1992).

II. Findings of Fact

This Court now makes the following findings of fact. I find:

1. Lot 7 is subject to the Restrictions

Certain Covenants and Restrictions were placed upon real property in 1977[1]. The real property subject to the restrictions was, and remains, in relevant part, reflected as shown and designated as lots on a plat entitled "Callison Estates 'Phase I,' dated May 4, 1977, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book 28, Page 41. Lot 7, or 1220 Callison Highway, Greenwood, South Carolina, is depicted on Plat Book 28, Page 41. After

1 recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 259, at Page 185, and subsequently amended as recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 267, at Page 135 and Deed Book 267, at Page 439.

restricting the land, the developers conveyed lot 7 to Jennings Gary Dorn, Jr. by deed recorded in the office of the Clerk of Court for Greenwood County in Deed Book 261, Page 103, with specific reference to the restrictions. Subsequently, the chain of title leads from the same lot 7 being conveyed to the Defendants by deed recorded on April 8, 2022, in the Office of the Clerk of Court for Greenwood County in Deed Book 1633, Page 139.

The restrictions are not recited on the face of the Defendants' deed, but are found in the Defendants' chain of title. No termination, nor cancelation, of the restrictions was offered by the Defendants. The restrictions by their own terms, "run with and bind the land and shall inure to the benefit of and be enforceable by the or (sic) the owner of any land subject to [the restrictions], their respective legal representatives, heirs, successor or assigns."

2. The unit on lot 7 is a manufactured home

On a Form 500SC, signed and admitted by the Defendants as true and accurate, the Defendants agreed they were "purchasing the above-described trailer, manufactured home or vehicle […]." This same document identifies a 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB as the make and model. This unit was to be "set up" at 1220 Callison Hwy. Certain measurements were made "at the hitch." The manufacturer furnished other information, such as insulation "R" values. The axles and wheels were noted to be removed.

The form 500C is on letterhead of Southland Homes of Greenwood, Inc. Southland is a dealer who has been in the business for over 40 years selling quality manufactured homes.

In addition, the unit has manufacturer's certificates of origin to a manufactured home. The Defendants' sought a "mobile home permit" from the City/County zoning office for Greenwood County for a mobile home, being a 2022 Scot 2860032, to be placed at 1220 Callison Highway. There is a title application to the South Carolina Department of Motor Vehicles for a 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB.

3. A house trailer is a mobile home is a manufactured home

Different names have been assigned to this type of unit over the years. Today, the common term is manufactured home. The term before manufactured home was mobile home. Before the use of the term mobile home, the term house trailer was used. The term "house trailer" has the same meaning as manufactured home; just as the term mobile home has the same meaning

as a manufactured home. Taylor v. Lindsey, 332 S.C. 1("Words of a restrictive covenant will be given the common, ordinary meaning attributed to them *at the time of their execution*.")(emphasis added.)

4. The restrictions prohibit house trailer, mobile homes, and manufactured homes

Paragraph 9 of the 1977 restrictions expressly prohibits the placement of "house trailers" upon the restricted property, unless the house trailer is in a carport or garage or on the real portion of the lot. This 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB manufactured home is not in a carport or garage. The Defendants offered only a conclusory opinion of what the "real portion of the lot" means without support or citation. This conclusory opinion does not create a genuine issue of fact, and any inference from this lack of specificity is not reasonable in the Court's analysis.

5. The Unit is less than 1600 square feet

The manufacturer's statement or certificate of origin to a manufactured home states the square footage of each unit. There are two units, an "A" unit, and a "B" unit. Each unit's certificate has a square footage of 780 square feet. Taken together this is 1,560 square feet. This unit is a "double wide."

To further support 1,560 square feet, the manufacturer also published plans that show the total square feet as 1,560 square feet. These plans showing 1,560 square feet were obtained from the mobile home dealer, Southland, from the expert appraiser, and from the Greenwood County Zoning office.

The Defendants' argument the unit is more than 1,600 square feet fails. The only support offered for this position from the Defendants is the affidavit of the Director of the Greenwood County Zoning Office. The affidavit fails to provide any foundation to support the Director's conclusory allegations the unit is over 1,600 square feet. The affidavit lacks any information to support the Director's knowledge, training, skill, and experience with mobile homes generally, and what she was measuring pursuant to the restrictions. Further, the Directors knowledge, training, skill, and experience are in matters of zoning. The dispute before me is not about zoning. The dispute is about the interpretation of real property restrictions. Zoning regulations are not relevant to what may be the relevant measurements under the restrictions, *e.g.*, what is to be

included and excluded in the measurements.

The attachment to the Director's affidavit with measurements contains a set of manufacturer's plans on the same sheet of paper. The manufacturer's plans state that total square footage is 1,560 square feet. These manufacturer's plans were produced by at least one other witness. Finally, the Director's affidavit fails to explain how she is more qualified than the manufacturer, if she is even qualified, to measure the square footage of the unit the manufacturer produced. The Director's measurements are in direct conflict with the manufacturer's plans she seemed to rely upon based on her production of the plans. The Director's conclusions, are, therefore, unreliable and do no present a genuine issue of material fact.

6. The Restrictions prohibit residences less than 1600 square feet

Paragraph 2 of the 1977 restrictions requires all residences to be at least 1,600 square feet, exclusive of patios, carports, garage, and porches. Plaintiffs demonstrated recent enforcement of the 1,600 square foot residence minimum when it successfully caused a builder to increase the size of an undersized stick-built residence.

7. Defendants cannot circumvent the clear and unambiguous meaning of a restriction by spending more money

Defendants argue they have spent money on placing the house trailer on lot 7. The testimony of Defendants' own witnesses (Smalls and Tennant) weakens any argument the Defendants lacked notice. Smalls specifically testified a Plaintiff (Inman) told Smalls house trailers were not allowed when the lot was being cleared of trees. The clearing of the lot is necessarily very early in the process of setting a mobile home. Smalls is close enough to the Defendants that he now resides with them in the house trailer.

III. CONCLUSIONS OF LAW

This Court now makes the following conclusions of law. I find:

This Court has jurisdiction over the subject matter of this case.

Venue is proper in Greenwood County.

The restrictions on the use of lot 7 have been created in express terms or by plain and unmistakable implication, *e.g.*, no manufactured homes can be located within the subdivision of Callison Estates and residences in the subdivision must be 1,600 square feet or more.

The restrictions are not recited in the Defendants' deed; however, such a recitation is not necessary. The restrictions are in the Defendants' chain of title and Lot 7 is restricted by the restrictions. The recording of a document alerts all future grantees of the rights of the recorder because the law assumes the grantee will search the index and discover the interest or claim. *See* Spence v. Spence, 368 S.C. 106, 119–20, 628 S.E.2d 869, 876 (2006) *citing* Epps v. McCallum Realty, 139 S.C. at 499, 138 S.E. at 303 ("recording amounts to notice, whether known or unknown, because the means of information are at hand"); Franklin Bank, N.A. v. Bowling, 74 P.3d 308, 313 (Colo. 2003) (en banc) (constructive notice in real estate transaction essentially is record notice). Under the law of this state, a homeowner is charged with constructive notice of any restriction properly recorded in the chain of tile. *See* Anderson v. Buonforte, 365 S.C. 482, 492, 617 S.E.2d 750, 755 (Ct. App. 2005), citing Harbison Comm. Ass'n, Inc., v. Mueller, 319 S.C. 99, 103, 459 S.E.2d 860, 863 (Ct.App.1995)("A homeowner is charged with constructive notice of any restriction properly recorded within the chain of title.")

The Defendants produced no evidence the restrictions were terminated or cancelled by a vote and the recording called for in the restrictions. Therefore, with the evidence before me, the restrictions have not been terminated or cancelled by a vote and the recording called for in the restrictions. The restrictions impose active negative reciprocal easements upon the Callison Estates Subdivision, and more particularly lot 7. See McDonald v. Welborn, 220 S.C. 10, 18, 66 S.E.2d 327, 331 (1951)(real property restrictions are mutual negative equitable easements.)

1. The manufactured home violates number 9 of the restrictions

The term "house trailer" in restrictions from 1977 is not ambiguous. The unit upon Lot 7, or 1220 Callison Highway, is a manufactured home, which is a mobile home, which is a house trailer. *See* Heape v. Broxton, 293 S.C. 343, 345–46, 360 S.E.2d 157, 159 (Ct. App. 1987)(The term house trailer is not ambiguous); ("Calling a trailer a "mobile home" does not make it any less a "trailer.") internal citation omitted*;* ("The term 'trailer' is understood in its usual meaning regardless of whether it is referred to or described as house trailer, mobile home, trailer coach, or some such term"); ("Indeed, the term "mobile home" is simply an advertising euphemism for the term "house trailer") internal citation omitted. Testimony offered in support of Defendants' position the term "house trailer" is ambiguous. This is conclusory only and lacks foundation for

the reasoning. The Defendants' failed to present evidence of specific facts to support its position.

The Defendants signed and admit the instrument that described the unit to be "set up," has a "hitch," must have its "wheels and axles removed," and has a manufacturer. These words clearly describe a manufactured home. The unit upon 1220 Callison Hwy (Lot 7), Greenwood, South Carolina is a "double wide" house trailer under the restrictions.

Paragraph 9 of the restrictions prohibits the placement of the 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB at 1220 Callison Hwy (Lot 7), Greenwood, South Carolina.

Defendants argue the phrase within the number 9 restriction, "or real portion of the lot," creates enough doubt to survive summary judgment. This Court is not persuaded. The Defendants' position does not create a genuine issue of material fact.

The Defendants offered no reasonable interpretation of this phrase. Defendants have not offered any specific and reasonable explanation, but only a mobile home can go anywhere on the lot. See Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991)(holding a party opposing summary judgment "must ... 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with 'specific facts showing that there is a genuine issue for trial.'). To interpret this phrase, restriction number 9 must be read as a whole, and with all the restrictions, to gain the intent of the parties. see Taylor v. Lindsey, 332 S.C. 1("Restrictive covenants are contractual in nature, so that the *paramount rule* of construction is to ascertain and give effect to the *intent of the parties* as determined *from the whole document*.")(emphasis added). The Defendants have not given the Court a reasonable interpretation in light of the initial, bright-line prohibition of mobile homes. But, even if they did, while Court should resolve doubts in favor of free use, but this rule is firstly "*subject, however*, to the provision that this rule of strict construction should *not be applied so as to defeat the plain and obvious purpose of the instrument*." See S.C. Dep't of Nat. Res. v. Town of McClellanville, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001)(emphasis added.) The Defendant's position would frustrate the obvious meaning of the restriction, and would, in effect, have the exception subsume the rule in number 9, to prohibit house trailers. The Court cannot envision a circumstance in which a developer would take the time to write a bright-line rule to prohibit mobile homes, just to

provide an exception to nullify the rule to allow them. This creates an absurd result. Employing all the rules of statutory construction to the facts of this case, the number 9 of the restrictions prohibits manufactured homes on lot 7.

To find the restrictions allowed mobile homes when number 9 clearly states no house trailers (which are mobile homes) on any lot would defeat the plain and unmistakable intent of the parties (to prohibit mobile homes in the subdivision) when reading of the restrictions as a whole. A finding number 9 allows mobile homes is not reasonable under the facts before me. I find number 9 of the restrictions is not ambiguous. See Shipyard Prop. 307 S.C. 299, 308("[w]hen the language imposing restrictions upon the use of property is unambiguous, the restrictions will be enforced according to their obvious meaning.") I find the restrictions prohibit the Defendants' mobile home. In the light most favorable to the Defendants, the Defendants placement of a mobile home on lot 7 cannot survive summary judgment under the overwhelming facts of the placement of a mobile home on lot 7 and restriction violation of number 9 in this case.

2. The manufactured home violates number 2 of the restrictions

Paragraph 2 of the restrictions requires residences to be 1,600 square feet or more. In the light most favorable to the Defendants, I conclude the manufactured home on lot 7 is less than 1,600 square feet.

Defendants rely upon the zoning office. This reliance is misplaced. Zoning approval is irrelevant to the interpretation of the restrictions in this matter. Deed restrictions are wholly independent of any zoning regulation. *See* Greenwood County Zoning Ordinance 13-86 Sec. 6-3-7("Public regulation of land is entirely separate from and independent of private deed restrictions. No weight shall be given to the effect of deed restrictions in construing this Ordinance, nor shall this Ordinance be given inappropriate consideration in the construction of deed restrictions"). Furthermore, Greenwood County Zoning provisions defer to the stricter of competing requirements. *See* Id. Sec. 6-3-6(c)("Whenever this Ordinance imposes a more restrictive standard than required by any other statute, local ordinance or regulation, the provisions of this Ordinance shall govern. Conversely, whenever any statute, local ordinance or regulation imposes a stricter standard than required by this Ordinance, the provisions of such statute, local ordinance or regulation shall govern.")

3. Equity favors the Plaintiffs, the manufactured home must be removed

The Defendants cannot prevail under an equity theory in a balancing test. In the view of this Court, it would be inequitable to consider Defendants' financial loss in purchasing and setting up the lot since they were on notice of the restrictions when they purchased the property, a) constructively in the chain of title, and b) by personal contact at tree clearing via someone close enough to live with them now. See Buffington v. T.O.E. Enterprises, 383 S.C. 388, 394, 680 S.E.2d 289, 292 (2009)(to fail to enforce the restriction when there is notice would indicate that the restriction could be defeated by spending a significant amount of money developing the land subject to the restriction.) The Defendants cannot spend their way out of being subject to what the restrictions prohibit. The Defendants were given notice house trailers were not allowed on lot 7, but Defendants proceeded anyway.

Defendants cannot show that Plaintiffs have waived their rights or that the Plaintiffs may be estopped from enforcing the restrictions. The evidence before me contains no evidence to support not enforcing the restrictions based on equitable doctrines. Stated another way, the evidence before me compels this Court to enforce the restrictions.

To ignore the restrictions in the absence of such evidence would eliminate the homeowner Plaintiffs' justified reliance on restrictions. see Buffington v. T.O.E. Enterprises, 383 S.C. 388, 393–94("to ignore the restrictive covenants in the absence of [evidence to support the lifting of restrictions] would eliminate a homeowner's justified reliance on property restrictions.") Therefore, I find that equity does not weigh in Defendants' favor and the restrictions are enforceable.

The Plaintiffs have the right of abatement of any violation "without incurring any liability." *See* restrictions, para 16; Taylor v. Lindsey, 332 S.C. 1, 4, 498 S.E.2d 862, 863 (1998)("Restrictive covenants are contractual in nature.") Defendants have put forth no evidence to support estoppel, waiver, or laches. Defendants claim for civil conspiracy and trespass is without merit under the facts of this case, and the contractual provisions of the restrictions shield the Plaintiffs from liability. The Plaintiffs were seeking abetment of restriction violations, and therefore, do not incur liability for doing so.

Likewise, Defendants request for attorney's fees and costs is denied. Defendants have

offered no authority to support their recovery. In addition, Defendants are not the prevailing parties.

The Plaintiffs have the right to enforce compliance by injunction based upon two independent restriction violations: 1) the manufactured home on lot 7 is a "house trailer," and 2) the residence on lot 7 is less than 1,600 square feet.

South Carolina Courts have supported removal of structures by injunction. For example, in the case of Sprouse v. Winston the Supreme Court justified its decision to uphold the injunction:

> "The remedy of injunction is a drastic one, and ought to be applied with caution, but in cases proper for its exercise, it ought not to be withheld merely for the reason that it will cause some pecuniary loss. Here, the respondent took his chances as to the effect of his conduct, with eyes open to the results which might ensue. As was said in (relying on a Virginia case, internal citation omitted):
> 'It is true that in this class of cases the awarding of an injunction is addressed to the conscience of the court and will not be awarded if to do so would work a hardship out of all propertion to the relief sought. (internal citation omitted). But this rule is not applicable where it clearly appears that an injunction is necessary to prevent one from violating the equitable rights of another where he has notice, actual or constructive, of such rights. (internal citation omitted).' See Sprouse v. Winston, 212 S.C. 176, 185–86, 46 S.E.2d 874, 878 (1948)

The Defendants had notice of the restrictions. The Defendants chose to proceed. Consequently, the house trailer must be removed. See Arnoti v. Lukie, 350 S.C. 177, 183, 564 S.E.2d 691, 694 (Ct. App. 2002)(Court of Appeals affirmed a Greenwood County circuit court trial judge's determination that a modular home violated the restriction of a subdivision and moving parties were entitled to a permanent injunction requiring removal of the modular home.)

IV. CONCLUSION

Lot 7 of Callison Estates is subject to restrictive covenants. The restrictions are not ambiguous as are relevant to the facts of this case. When the language imposing restrictions upon the use of property is unambiguous, the restrictions will be enforced according to their obvious meaning. Consequently, the Plaintiffs are entitled to judgment in their favor as a matter of law.

A house trailer is a modern-day mobile home/manufactured home. The Defendants violated the restrictions by placing a manufactured home on the lot 7, and, independently thereof, the residence being less than 1,600 square feet. Defendants have not offered any reasonable issue of a fact that matters for a fact finder at trial. Therefore, this Court finds there are no genuine issues of material fact and the manufactured home on lot 7 is a house trailer prohibited by the restrictions. Furthermore, this Court finds there are no genuine issues of material fact that the manufactured home on lot 7 is less than 1,600 square feet, and this violates the restrictions.

I grant Plaintiffs requested relief in the form of a permanent injunction. The Defendants shall remove the unit from lot 7 and restore the property to its previous condition. This relief must be completed within 90 days of the filing of this order.

It is therefore Ordered that:

1) The manufactured home at 1220 Callison Highway (on lot 7 Callison Estates), Greenwood, South Carolina, is a "house trailer" under the terms of the restrictions; and,
2) The placement of this manufactured home on lot 7 violates number 9 of the restrictions; and,
3) The Defendants are permanently enjoined and ordered to remove the manufactured home from lot 7, at their expense, within 90 days of the filing this Order; and,
4) The manufactured home at 1220 Callison Highway (on lot 7 Callison Estates), Greenwood, South Carolina, is a residence less than 1,600 square feet; and,
5) This manufactured home violates the square footage minimum contained in number 2 of the restrictions; and,
6) The Defendants are permanently enjoined and ordered to remove the manufactured home from lot 7, at their expense, within 90 days of the filing this Order; and,
7) If the Plaintiffs must take any action to enforce compliance with this Order, such as but not limited to a rule to show cause, the Plaintiffs shall recover their attorney's fees and costs; and,

8) The Defendants' counterclaims are dismissed; and,
9) Each of the parties shall be responsible for their own attorney's fees and costs up to and through the date of the filing of this Order.

Plaintiffs' motion for summary judgment is **GRANTED**.

IT IS SO ORDERED!

_____
Eugene C. Griffith, Jr.
Judge, Eighth Judicial Circuit

Greenwood Common Pleas

Case Caption: Nancy S Inman , plaintiff, et al VS Sudie Dell Davis , defendant, et al

Case Number: 2022CP2401036

Type: Order/Summary Judgment

It is so ordered

Eugene C. Griffith, Jr. 2154