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THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM Horry COUNTY

Court of Common Pleas

Steven H. John, Presiding Judge

Case No. 2009-CP-26-10523

Appellate Case No. 2012-213287

RECEIVED

OCT 14 2013

SC Court of Appeals

Elizabeth A. Crotty and James K. Orzech..... Appellants,

v.

Windjammer Village of Little River,
Property Owners' Association, a South Carolina
Eleemosynary Corporation..... Respondent.

MOTION FOR SUMMARY JUDGMENT

Appellants Elizabeth A. Crotty and James K. Orzech, Ph.D. hereby move for **SUMMARY JUDGMENT** for Appellate Case No. 2012-213287.

On September 23, 2013, after series of other postponements, the South Carolina Court of Appeals issued an **ORDER** signed by Chief Judge John Cannon Few, stating,

“The time for serving and filing the respondent’s initial brief and designation of matter is hereby extended until **October 7, 2013.**”

ORIGINAL

Four days now have elapsed beyond that deadline and attorney Moss has not yet filed Respondent's INITIAL BRIEF and DESIGNATION OF MATTER with the Court of Appeals, resulting in default. Therefore, per the 'Arguments' and the 'Conclusions' that we presented in Appellants' (amended) INITIAL BRIEF, dated July 2, 2013, we request that the South Carolina Court of Appeals reverse the Judgment of the Circuit Court by:

(1) Striking down the highly flawed FINAL ORDER (Ending Action) (Attachment 1) by The Honorable Steven H. John, recorded August 5, 2011, in the Court of Common Pleas, Fifteenth Judicial Circuit (Civil Action No. 2009-CP-26-10523), except for the PERMANENT INJUNCTION against the POA's removal of the 'Paved Driveway' access road in front of our home, which that Court found would violate South Carolina law.

(2) Granting PERMANENT STATUS to the ORDER FOR TEMPORARY INJUNCTION (Attachment 2) by The Honorable Larry B. Hyman, Jr., dated October 28, 2009, which stated in part:

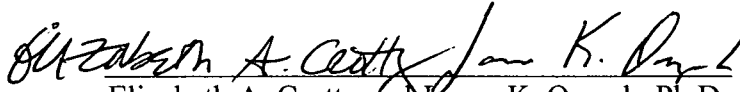
“... Defendant is enjoined on a temporary basis ... from in any way disturbing, uprooting, blocking or impairing Plaintiffs access in, and over the driveway shown and depicted on the PLAT by which Plaintiffs took title, without any limitation as to directional use, notwithstanding any physical posting to the contrary.”

(3) Causing the RECORDING MEMORANDUM (Attachment 3) dated May 15, 2012, and filed with the Office of the Registrar of Deeds for Horry County to be removed.

ORIGINAL

(4) Ordering that COSTS, amounting to \$1,933.24 that we paid to Respondent's attorney in November 2012 (Attachment 4), be returned to us.

Respectfully submitted,


Elizabeth A. Crotty and James K. Orzech, Ph.D.

Pro Se Appellants

The B00 House
2148 Gamecock Circle
Little River, SC 29566
Tel: (843) 281-2299

Little River, South Carolina

October 11, 2013

Other Counsel of Record

Kenneth R. Moss, Esq.
Wright, Worley, Pope, Ekster & Moss, PLLC
628A Sea Mountain Highway
North Myrtle Beach, SC 29582

to this action, Page two (2) of the Contract of Sale further included the following provisions:

Purchaser does hereby acknowledge that the property described in Exhibit "A", attached hereto, is subject to the Declaration of Covenants and Restrictions for Windjammer Village of Little River Subdivision. Any proposed construction, alteration, or modification to the structure located on the property shall be submitted to the Windjammer Village of Little River Homeowners Association, Inc. as stated in the Restrictions and By-Laws for Windjammer Village of Little River. The premises may not be used as a bathhouse and shall be converted to a single family dwelling and shall conform with the R-7 Zoning regulations of Horry County, South Carolina. The Purchaser shall locate all underground utility lines prior to any construction. It is further agreed that access to this property shall be from Gamecock Circle. **This paragraph shall survive the closing.**

The Contract of Sale by which Plaintiff Crotty acquired title to her lot restricted her access to the Property "from Gamecock Circle". The Contract of Sale further provided that it "survive the closing". The Court has determined that the Contract of Sale is in no way vague or contradictory and, therefore, it is the duty of the Court to construe the Contract within the four corners of the instrument and without resort to or consideration of extrinsic evidence. The Plaintiff Crotty the Plaintiff James K. Orzech, who received an interest in the property, both had knowledge of the contractual limitation, and are not permitted to void obligations previously incurred, regardless of subsequent events.

The Contract of Sale was closed on or about July 15, 2002, at which time the Defendant issued and delivered to Plaintiff Crotty, or caused to be issued and delivered to Plaintiff Crotty, that certain Title To Real Estate which was recorded in the records of Horry County, South Carolina in Deed Book 2499 at Page 0759. A copy of the Title To Real Estate was admitted into evidence in this case as Plaintiffs' Exhibit No. Two (2).

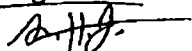
Plaintiff Crotty's Title To Real Estate is a warranty deed of conveyance of Lot A, Block E of Windjammer Village, in which deed the real property was further described by way of reference to the plat of survey referenced in the parties Contract of Sale, which

plat was recorded in the records of Horry County, South Carolina in Plat Book 159 at Page 70, and admitted into the evidence of this case as Plaintiff's Exhibit No. One (1). In addition to the property purchased by Plaintiff Crotty, the referenced plat of survey includes a depiction of Defendant's retained Parcel B, on which there is depicted and shown a roadway or driveway, labeled "Paved Driveway," which lies nearly adjacent to Plaintiff Crotty's Parcel A.

Another survey, prepared by Harry F. Bruton & Associates and admitted into the evidence in this case as Defendant's Exhibit No. Three (3), reveals that the edge of the Paved Driveway lies three and 01/10 feet (3.1') from Plaintiffs' property boundary on one line, and five and 07/10 feet (5.7') on another property line. Defendant's Exhibit No. Three (3) further reveals that the Paved Driveway is varying in width and is eleven and 00/10 feet (11.0') wide at or near the eastern end and twelve and 03/10 feet (12.3') wide at or near the northern end.

After purchasing Parcel A, Plaintiff Crotty undertook to remodel the structure situated on the Parcel A, a former community bathhouse, into a single-family residence. Subsequently, Plaintiff Crotty, together with the assistance of Plaintiff Orzech, financial and otherwise, undertook to design and construct on Parcel A a two-car garage with a small amount of living space, which is attached to the single-family residence by a breezeway or covered walkway. The record in this case further evidences that on or about September 14, 2005, Plaintiff Crotty issued and delivered to Plaintiff Orzech, or caused to be issued and delivered to Plaintiff Orzech, a deed for a one-half (1/2) undivided interest in Parcel A. This deed is recorded in the records of Horry County, South Carolina in Deed Book 2976 at Page 0935.

The evidence and testimony presented reveals that very shortly after Plaintiff Crotty's purchase of Parcel A in 2002, the parties began to dispute Plaintiff Crotty's asserted right to utilize the Paved Driveway for access to her Parcel A and for parking. The evidence further reveals the parties' disputes have continued since Plaintiff Crotty's purchase and have escalated into this action.



Plaintiffs initiated this action seeking injunctive relief and to prevent the Defendant from removing the Paved Driveway situated on Defendant's Parcel B. The Plaintiffs have asserted in their pleadings that they have a private easement by implication in and to the Paved Driveway for their permanent and unfettered use. The Defendant asserted counterclaims in this action for Breach of Contract, Slander of Title and Nuisance.

While not pled in this action, the Plaintiffs presented to the Court that there has been discriminatory enforcement of a particular rule or regulation within the Windjammer Village subdivision. To do that, one asserting such a claim must demonstrate arbitrary and purposeful discrimination in the administration of the matter being enforced. A party asserting such a claim cannot assume something is not being enforced equally. The fact that there may be some unequal treatment does not in and of itself rise to the level of a violation of some protected interest. Even assuming that there could be shown some conscious exercise of selectivity in enforcement, that fact in and of itself is not dispositive of the matter. Absent proof by the required standard that arbitrary treatment and selectivity in enforcement was deliberately done based on some unjustifiable and protected standard such as, race, religion, or other protected classification, there can be no recovery or intervention by the Court. The record before the Court reveals that there is absolutely no evidence of arbitrary treatment or selectivity in enforcement by the Defendant in their action with the Plaintiffs.

Also, and while not pled in this action, the Plaintiffs have suggested and presented to the Court that treatment of Plaintiff Crotty by the Defendant has violated the American Disabilities Act. The Court's Order does not address any aspect of the American Disabilities Act. The Court gave the American Disabilities Act no consideration as it is not part of the pleadings in this case and is not an issue in this case. Accordingly the Court's Order herein should not be construed in any manner to address the applicability of the American Disabilities Act, the entitlement of Plaintiffs to the protections of the Act, or whether or not any violation of the Act may have occurred.

The Plaintiffs in this action have presented or asserted that the Defendant might be somehow estopped by the recording statute, S.C. Code 30-7-10, *et seq.*, because neither the Contract of Sale, nor any other document evidencing the parties' agreement concerning access restrictions, was recorded in the public records of Horry County. The Court finds that the recording statute is inapplicable in this case. As to this matter, we are not dealing with unknown or innocent third parties who might be able to assert the legal status of an innocent purchaser for value. The parties to this lawsuit are in fact the parties to the purchase and sale transaction that has given rise to this dispute. While not initially a grantee, Plaintiff Orzech admitted in his cross-examination that at relevant times he was in regular communication with Plaintiff Crotty; provided sums expended by Plaintiff Crotty in the construction of improvements upon Plaintiffs' property; and most importantly, he was aware of the issues and dispute concerning the access to the property that are the subject of this action prior to receiving interest in the property. Accordingly, Plaintiff Orzech cannot be considered an innocent purchaser for value.

Plaintiff Orzech accepted his deed for a one-half (1/2) undivided interest in the property from Plaintiff Crotty. Therefore, the Court finds that Plaintiff Orzech has no greater or lesser rights than Plaintiff Crotty, especially considering the fact from his testimony that he knew of the Contract, the situation, and the access problems prior to purchasing the property.

The Plaintiffs also challenged the right of the Defendant to declare a road open only to one way traffic. The Defendant Property Owners' Association, by and through its duly elected Board of Directors, had the ability and the authority to declare road known in all documents as the "Paved Driveway", a one-way road. There has not been established by the facts of this case any easement or any right to use the Paved Driveway as a two-way road, or for two-way traffic. Looking at all the evidence, including Plaintiffs' deeds, plat, and all other documentation, the Court finds that no easement exists as to a two-way traffic pattern upon the Paved Driveway and by its duly authorized and recorded powers, the Board of Directors had the ability to declare it a one way road only.

The Plaintiffs do have an easement to use the Paved Driveway as it currently exists pursuant to the Plaintiff Crotty's deed from the Defendant for her property, the plat incorporated into Plaintiff Crotty's deed by reference, and other evidence presented in this case. The Defendant Property Owners' Association deeded the property directly to Plaintiff Crotty and established particular rights to her by the transfer. Therefore, the Court finds that Plaintiff Crotty and all members of the POA were in fact granted private easement rights over the driveway in question; however, this easement is not unlimited. The testimony and evidence overwhelmingly establish that it was always the intention of the parties that Plaintiff Crotty would access her deeded property from Gamecock Circle and not from the Paved Driveway. The Court finds that the Plaintiffs' have abandoned and contractually relinquished their rights to use the Paved Driveway in any other way. The Court finds that the Plaintiffs voluntarily and purposefully entered into an agreement that restricted their rights. This was evidenced by the parties' Contract, Plaintiffs' Exhibit No. Three (3), and also many other documents, including but not limited to Defendant's Exhibit Nos. Twenty-four (24), Twenty-five (25), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Fifty-seven (57), Thirty (30), Thirty-one (31), Thirty-three (33), Thirty-five (35), Thirty-six (36), Forty-two (42), Forty-three (43), and Forty-eight (48).

At the conclusion of the trial, the Defendant abandoned its counterclaim for Nuisance, which the Court finds was a proper action considering the testimony and evidence presented. As to the Defendant's counterclaims for Breach of Contract and Slander of Title, the Court finds that these claims have not been proven by a preponderance of the evidence. The Court therefore declines to grant any relief upon those claims.

Conclusions of Law:

In analyzing the facts and theories of this case, the following principles are important:

- a. When examining implied easements, the intentions of the parties to the transaction are the overriding focus.

- b. When a deed describes land as shown on a certain plat, that plat becomes part of the deed.
- c. When the deed references the plat, the grantee acquires a private easement for the use of all streets on the map.
- d. The grantee receives a private easement in any streets referenced in the plat at the time of conveyance.
- e. Where lands are platted and sales are made with reference to the plat, the acts of the owner in themselves merely create private rights in the grantees entitling the grantees to the use of the streets and ways laid down on the plat or referred to in the conveyance.
- f. Without any evidence of the seller's intent to the contrary, a private easement by implication over the streets depicted in a map referenced by the conveyance is created with respect to the purchaser of the conveyance regardless of whether there is a commitment to public use.

Murrells Inlet Corp. v. Ward, 378 S.C. 225, 662 S.E.2d 452 (Ct. App. 2008); and

Inlet Harbour v. South Carolina Dep't of Parks, Recreation & Tourism, 377 S.C. 86, 659 S.E.2d 151 (2008).

Therefore, it is

ORDERED, ADJUDGED AND DECREED

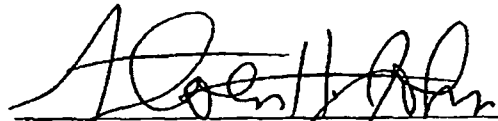
1. That the Defendant, Windjammer Village of Little River, South Carolina Property Owners' Association of South Carolina, an eleemosynary corporation, its successors and assigns, is permanently enjoined and restrained from closing the Paved Driveway, the one-way road used to access the mailboxes as it currently exists. The Court is not requiring that the Defendant must permanently use the Paved Driveway for mailbox access, but the Defendant is permanently enjoined and restrained from closing the Paved Driveway as it currently exists.
2. The Plaintiffs, their heirs, assigns and anyone claiming by and through them, or either of them, are permanently restrained from utilizing the Paved Driveway to

access Plaintiffs' property, or as a parking area, or as a driveway for vehicles. This restriction shall also apply to Plaintiffs' visitors, guests, contractors, and/or other service providers. Plaintiffs' access to their property, parking and driveway for vehicles shall be, with the exception of mailbox access, only over and through the driveway which enters into their property off of Gamecock Circle.

3. The Court declines to grant Defendant relief upon Defendant's counterclaims for Breach of Contract and Slander of Title.
4. A memorandum of this Order shall be filed in the Office of the Register of Deeds in and for the County of Horry, and indexed in the names of all parties hereto, in order that the within restrictions will be a matter of record in the real property records of Horry County.
5. The Clerk of Court shall update her records to indicate that this case is hereby ended.

IT IS SO ORDERED!

August 3, 2011
Conway, South Carolina


The Honorable Steven H. John
Resident Judge
Fifteenth Judicial Circuit

Appellate Case No. 2012-213-213287

2009 10 28 Judge Hyman's Temporary Injunction

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)	CIVIL ACTION # 2009-CP-26- <u>10523</u>
Elizabeth A. Crotty and James K. Orzech,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
Windjammer Village of Little River, South Carolina, Property Owners' Association, a South Carolina Eleemosynary Corporation,)	
)	
Defendant.)	

ORDER FOR TEMPORARY INJUNCTION

2009 OCT 28 PM 4:49
 HERRY COUNTY
 CLERK OF COURT
 MELANIE HUGGINS-WARD

This matter comes before me upon Plaintiffs' Verified Complaint alleging immediate and irreparable injury loss were damage will result to the applicant because Defendant has given Plaintiffs notice that it plans to immediately begin excavation of the driveway in front of Plaintiffs' house and convert that driveway into a park, denying Plaintiffs' use and access rights to that driveway which was shown and depicted upon the recorded Plat by which Plaintiffs acquired title from Defendant.

Further it appears South Carolina Common Law clearly recognizes those rights Plaintiffs' claim in and to the driveway described in the Plat by which Plaintiffs took title, and that the threatened action by Defendant appears to be in derogation of Plaintiffs' vested property rights under South Carolina Law pursuant to the following decisions:

1. *Newington Plantation Estates Association v. Newington Plantation Estates, et al.*, 318 S.C. 362, 458 S.E.2d 36
2. *Francis W. Davis v. Gene B. Epting*, 317 S.C. 315, 454 S.E.2d 325
3. *Mildred B. Giles v. Timothy L. Parker and Billy H. Craig*, 304 S.C. 69, 403 S.E.2d 130
4. *Carolina Land Company, Inc., et al. v. Dr. Maynard W. Bland and Myra D. Bland*, 265 S.C. 98, 217 S.E.2d 16

5. *Immanuel Baptist Church of North Augusta v. C. H. Barnes, et al.*, 274 S.C. 125, 262 S.E.2d 142

6. *Claude M. Epps, et al. v. William H. Freeman, et al.*, 261 S.C. 375, 200 S.E.2d 235

7. *Blue Ridge Realty Company, Inc., et al. v. Wendell McGregory Steacy Williamson and Enola Kathryn Williamson*, 247 S.C. 112, 145 S.E.2d 922

8. *Outlaw, et al. v. Moise*, 222 S.C. 24, 71 S.E.2d 509

9. *Billings, et al. v. McDaniel*, 183 S.C. 261, 60 S.E.2d 592

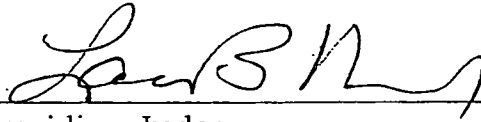
In light of the Verified Complaint, and the Exhibits attached thereto, and legal authority vested in me - See *Fuller-Ahrens Partnership v. S.C. Dep't of Highways and Public Transportation*, 311 S.C. 177, 182, 427 S.E.2d 920, 923 (Ct. App. 1993) ("The granting of preliminary injunctive relief is within the sound discretion of the trial court and will not be overturned absent an abuse of that discretion"); see also *Transcontinental Gas Pipeline Corp. v. Porter*, 252 S.E. 478, 481, 167 S.E.2d 313, 315 (1969) - ~~Plaintiffs' Verified Complaint for preliminary relief is hereby granted and Defendant is enjoined on a temporary basis and until such time as this matter can be heard on November 3rd, 2009 at 9:30 AM from in anyway disturbing, uprooting, blocking or impairing Plaintiffs' access in, and over the driveway shown and depicted on the Plat by which Plaintiffs took title, without any limitation as to directional use, notwithstanding any physical postings to the contrary.~~

Based upon the Summons, Verified Complaint and Exhibits and Rule 65 of the South Carolina Rules of Civil Procedure, I direct that a bond be filed with the Court in the amount of One Hundred and 00/100 (\$100.00) Dollars, subject to further order of this Court.

Violation of this Order for Temporary Injunction shall result in severe sanctions, to include civil and/or criminal contempt being imposed upon Defendant, its officers and directors.

This Order Issuing Temporary Injunction shall remain in full force and effect until modified or rescinded by the Court. NOT TO EXCEED 10 DAYS

IT IS SO ORDERED, ADJUDGED AND DECREED.



Presiding Judge
Fifteenth Judicial Circuit

Conway, South Carolina

28 day of Oct., 2009

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
C/A NO. 2009-CP-26-10523

Elizabeth A. Crotty and James K Orzech,

Attachment 3

Appellate Case No. 2012-213-213287

Plaintiffs,

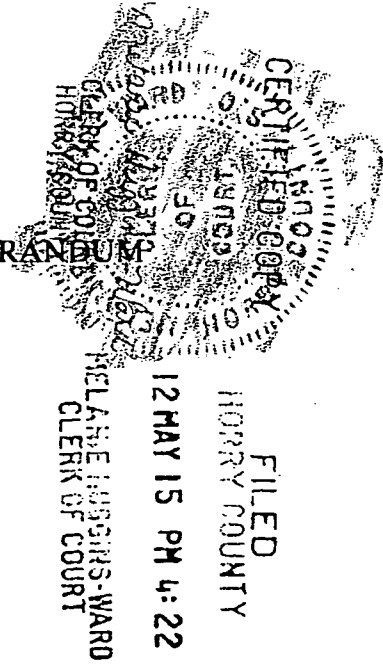
2012 05 15 Recording Memorandum

vs.

RECORDING MEMORANDUM

Windjammer Village of Little River,
South Carolina, Property Owners'
Association, a South Carolina
Eleemosynary Corporation,

Defendant.



TO: REGISTER OF DEEDS IN AND FOR HORRY COUNTY:

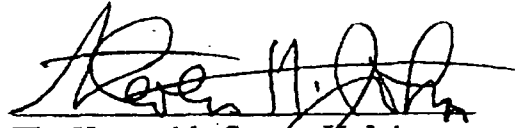
NOTICE is hereby given that Lot A, Block E of Windjammer Village of Little River as appears upon a plat of said property prepared by C. B. Berry, R.L.S. dated November 16, 1998 and recorded in Plat Book 159 at Page 70, records of Horry County, is subject to that certain Final Order issued by the undersigned which is dated August 3, 2011 and recorded August 5, 2011 and that certain Order Upon Plaintiffs' Motion for Reconsideration Pursuant to Rule 58(e), SCRCF issued by the undersigned which is dated February 22, 2012 and recorded February 27, 2012 in Civil Action Case No. 2009-CP-26-10523.

The Register of Deeds, pursuant to this Court's Orders of August 5, 2011 and February 27, 2012 in the above-referenced matter, shall cause this Recording Memorandum be filed and indexed in the names of Elizabeth A. Crotty, James K.

Instrument#: 2012000100632, DEED BK:
3604 PG: 1296 DOCTYPE: 086 08/30/2012
at 10:57:39 AM, 1 OF 2 BALLERY V.
SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS

Orzech, and Windjammer Village of Little River, South Carolina, Property Owners' Association, with all parties being indexed as Grantor and Grantee.

IT IS SO ORDERED!



The Honorable Steven H. John
Resident Judge
Fifteenth Judicial Circuit

May 8, 2012
Conway, South Carolina



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
C/A NO. 2009-CP-26-10523

Elizabeth A. Crotty and James K. Orzech,)
)
)

Plaintiffs,)
)
)

vs.)

**AFFIDAVIT OF PLAINTIFFS'
COMPLIANCE WITH THE
COURT'S FEBRUARY 22, 2012
ORDER**

Windjammer Village of Little River,)
South Carolina, Property Owners')
Association, a South Carolina)
Eleemosynary Corporation,)
)
)

Defendant.)
)
)

HORRY COUNTY
12 NOV -5 AM 8:45
MELANIE HUGGINS-THARD
CLERK OF COURT

AFFIDAVIT OF KENNETH R. MOSS

PERSONALLY APPEARED BEFORE ME, Kenneth R. Moss, Esquire, who being duly sworn, does hereby state and affirm as follows, having actual knowledge of all matters set forth herein:

1. I am the attorney of record for the Defendant, Windjammer Village of Little River, South Carolina, Property Owners' Association, and I am familiar with all matters surrounding this action.

2. The trial of this matter was held on June 22-23, 2011 before the Honorable Steven H. John. The Court's Final Order was signed on August 3, 2011 and filed with the Clerk of Court on August 5, 2011.

3. On August 15, 2011, Defendant's timely filed a Post-Trial Motion for Attorney's Fees and Costs Pursuant to Rule 54, SCRCF, which was heard by the Honorable

Steven H. John on February 13, 2012. The Court signed its Order Denying Defendants' Request for Attorney's Fees But Allowing Defendants to Recover Its Costs on February 22, 2012, and filed the Order with the Clerk of Court on February 27, 2012. The Court allowed the Defendant to recover \$1,933.24 in taxable costs as defined under Rule 54(e), *SCRCP*.

4. On April 30, 2012, Defendant's filed a Motion for an Order and Rule to Show Cause due to Plaintiffs failure and refusal to abide by the Court's Order.

5. A hearing on Defendant's Motion for an Order and Rule to Show Cause was held before the Honorable Steven H. John on August 30, 2012. The Court made clear to the Plaintiffs that it expects compliance with its February 22, 2012 Order and will not tolerate non-compliance. The Court signed its Order Upon Defendant's Motion for an Order and Rule to Show Cause on September 14, 2012, and filed the Order with the Clerk of Court on September 18, 2012. In its Order the Court declined to hold the Plaintiffs in contempt of Court at this, and directed the Plaintiffs to comply fully with the Court's February 22, 2012 Order within ninety (90) days.

6. The Plaintiffs have delivered payment in the amount of \$1,933.24 to my office, and therefore have complied fully with this Honorable Court's February 22, 2012 Order.

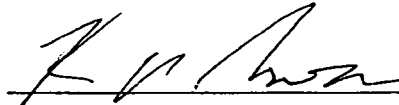
FURTHER AFFIANT SAYETH NOT!

**** signature page follows ****

*Affidavit of Plaintiffs Compliance
with the Court's February 22, 2012
Order*

Respectfully submitted,

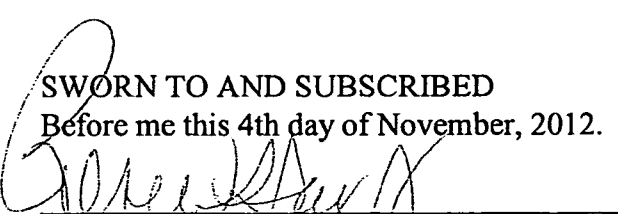
**WRIGHT, WORLEY, POPE, EKSTER
& MOSS, PLLC**



Kenneth R. Moss, SC Bar # 15520
1180 Highway 17 North, Suite 2
P.O. Box 250
Little River, SC 29566
Tel: (843) 281-9901
Fax: (843) 281-9903
Email: kennethmoss@wwpemplaw.com

Little River, South Carolina
November 4, 2012

SWORN TO AND SUBSCRIBED
Before me this 4th day of November, 2012.



Notary Public for South Carolina

My Commission Expires: 12-10-17

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas of the Fifteenth Judicial Circuit
Steven H. John, Presiding Judge

RECEIVED
OCT 14 2013
SC Court of Appeals

Case No. 2009-CP-26-10523

Appellate Case No. 2012-213287

Elizabeth A. Crotty and James K. Orzech, Appellants,

v.

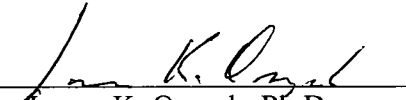
Windjammer Village of Little River, Property Owners' Association, a South Carolina
Eleemosynary Corporation, Respondent.

PROOF OF SERVICE

I certify that I have served a copy of Appellant's MOTION FOR SUMMARY
JUDGMENT and Proof of Service of same in the above-captioned Appeal to
Respondent's Counsel of Record by United States Mail, with sufficient first-class postage
affixed, addressed as follows:

Kenneth R. Moss, Esq.
Wright, Worley, Pope, Ekster & Moss, PLLC
628A Sea Mountain Highway
North Myrtle Beach, SC 29582

Respectfully submitted,


James K. Orzech, Ph.D.
Pro Se Appellant

The B00 House
2148 Gamecock Circle
Little River, SC 29566

October 11, 2013

The B00 House
2148 Gamecock Circle
Little River, SC 29566

October 11, 2013

70052
RECEIVED
OCT 14 2013
SC Court of Appeals

VIA U.S. MAIL

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211
Clerk of Court

Re: Elizabeth A. Crotty and James K. Orzech vs. Windjammer Village of
Little River, South Carolina, Property Owners' Association

C/A No. 2009-CP-26-10523

Appellate Case No: 2012-213287

Dear Ms. Kitchings:

Please find enclosed for filing an original and six (6) copies of Appellants' MOTION FOR
SUMMARY JUDGMENT. Also included are the Proof of Service and a filing fee of \$25.

Sincerely,


James K. Orzech
Pro Se Appellant

Cc: Kenneth R, Moss, Respondent's attorney