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Oct 27 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM EDGEFIELD COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Appellate Case No. 2024-001510

Elizabeth M. Ferraro, James T. Ferraro, Edward J. Przybyl, Marcella Gleie, John E. Gleie, Jr., Thomas Bowes, Connie Bowes, Moataz Alasadi, Virginia Kirkwood, Bob Kirkwood, Paul Vichroski, Nydza Vichroski, James Montellese, and Roxann Montellese, Individually, Derivatively, and on Behalf of All the Mount Vintage Homeowners Association Members . . . . Respondents,

v.

LL of SC, LLC, Raiford Topsail Island Investments, LLC, TR Sales Plantation, LLC, and Mount Vintage Plantation Homeowners Association, Inc. *a/k/a* Mount Vintage Homeowners Association, Inc. . . . . . . Defendants,

Of which LL of SC, LLC, Raiford Topsail Island Investments, LLC, and TR Sales Plantation, LLC are the . . . . Appellants.

APPELLANTS' REPLY IN SUPPORT OF THEIR MOTION TO COMPEL SETTLEMENT

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham
114 Poinsett Highway / Suite D
Greenville, South Carolina 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for Appellants LL of SC, LLC, Raiford Topsail Island Investments, LLC, and TR Sales Plantation, LLC

Appellants respectfully submit this Reply in support of their Motion to Compel Settlement and will be brief.

1. Respondents have identified three discrete reasons why, in their opinion, there is presently "no settlement agreement for this Court to enforce." (Resps.' Return to Mot. Compel Settlement at 2.) They are: (i) that, at the October 7th Mediation, "Appellants misrepresented the amount of debt being forgiven," (id. at 4); (ii) that a certain employment contract had not been previously disclosed, (id. at 3); and (iii) that a certain lawsuit had not been disclosed.

2. As to the issue of misrepresentation, the relevant provision is found in Paragraph 1(b) of the parties' Settlement Agreement, (attached to Appellants' Motion to Compel Settlement as Attachment 1), which states that "[a]ll HOA developer & accrued interest to be forgiven estimated to be in the amount of $1.25m," (emphasis on "estimated" added). Respondents' study of financial information provided by Appellants after settlement revealed that the actual—not estimated—amount of HOA debt owed to the developer was $1.207m. The difference between actual and estimated debt was $43,000, which is a deviation of less than 3.5% from the actual amount of indebtedness at issue. Importantly, through the Settlement Agreement, the developer had agreed to forgive all indebtedness, regardless of what the amount of debt was.

3. As to the issue of whether a certain HOA employee's contract was a "material financial transaction" that had not been disclosed, there is no merit to Respondents' objection. Respondents' return in opposition states that the employment agreement "was only provided to counsel for Respondents at the end of the October 7th Mediation." (Resps.' Return Opp. Mot. Compel Settlement at 4.) They are exactly right. By email sent by the undersigned to Respondents' counsel at 6:15p on October 7, 2025, (a true and accurate copy of which is

attached hereto as **Attachment A**), Respondents were provided with a copy of the employment agreement they suggest was not sufficiently disclosed. Then, at two seconds before 6:29p, Respondents' counsel sent a working draft of the Settlement Agreement to the undersigned. A true and accurate copy of this correspondence is attached hereto as **Attachment B**. This copy of the Settlement Agreement was not its final iteration; further changes were made to the execution copy. Regardless, Respondents were provided with a copy of the employment agreement at issue prior to the placement of their signatures on the Settlement Agreement, and there can be no credible suggestion that this was an "undisclosed" liability.

4. As to the issue of an undisclosed lawsuit, true and accurate copies of the claim that Respondents are referring to are filed herewith as **Attachments C & D**. As evident from these pleadings, on February 14, 2025, another homeowner in Mount Vintage had brought a lawsuit against the HOA for a declaratory judgment with respect to whether a storage shed that he had built on his property was compliant with the pertinent covenants. Initially, it appeared that the homeowner and the HOA had reached a resolution of their dispute. However, on September 7, 2025, the homeowner commenced a new civil action against the HOA for substantially the same issue, and included a cause of action under 42 U.S.C. § 1981 on the allegation that the HOA had treated him differently on the basis of his race. This is the "pending suit for racial discrimination" that Respondents reference, (Resps.' Return Opp. Mot. Compel Settlement at 4), and none of the settling parties were named as defendants in that action. The Mount Vintage HOA is the only named party in the action, and the HOA was not in attendance at the October 7 Mediation; in fact, to the best of Appellants' knowledge, the HOA was not even invited to attend the Mediation. Regardless, the pleadings of this "undisclosed" lawsuit had been on file with the clerk of court for a month prior to the October 7th Mediation.

5. Appellants have attained a full and final resolution of their dispute with Respondents, which is evidenced by the Settlement Agreement. It is odd that Respondents are now insisting that they are not bound by any settlement, particularly since the first page of the Agreement states that "this agreement shall be irrevocable and [that] a filed copy hereof shall be enforceable by the contempt powers of the Court." (See Settlement Agmt., Appellants' Mot. Compel Settlement, Att. A, at 1.) That very same page also states that "[a]ny dispute as to the language of the Settlement Documents will be submitted to the Court or Mediator for final and binding resolution," which is the very relief that Appellants presently seek.

Accordingly, Appellants respectfully request the Court to hear and decide the matters presented in this Motion to Compel Settlement, and to order Respondents to honor the terms of the agreement that they freely and voluntarily accepted.

Respectfully,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
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Attorney for Appellants LL of SC, LLC, Raiford Topsail Island Investments, LLC, and TR Sales Plantation, LLC

October 27, 2025
Greenville, South Carolina

ATTACHMENT A

From:	Steven Edward Buckingham
To:	Justin Lucey; Anna McCann
Subject:	Usry Agreement
Date:	Tuesday, October 7, 2025 6:15:00 PM
Attachments:	DC.pdf

Please note the confidentiality provision of this agreement.

ATTACHMENT B

From:	Justin Lucey
To:	frank@fjsadr.com; Steven Edward Buckingham
Cc:	Anna McCann; Kristina Shernoff; Justin Lucey
Subject:	final doc
Date:	Tuesday, October 7, 2025 6:28:58 PM
Attachments:	25.10.7 MV Settlement Ex. A 6 27.pdf

Justin O'Toole Lucey, P.A.

415 Mill Street

Mount Pleasant, SC 29464

Office: 843.849.8400

Direct: 843.849.8406

www.lucey-law.com

ATTACHMENT B

Ex. A to Mt. Vintage Settlement Agreement

1. Consideration being paid by Defendants & Affiliates ("Defs"):
    a. All Defs' Mt. Vintage Real Estate being conveyed to Assoc free & clear less 4 lots
        i. 151 lots net[1]
        ii. Sales office
        iii. Lots M25, M34, N60 & N61 being retained by Defs & No HOA dues till resale
        iv. each party to bear ordinary buyer/seller closing expenses
    b. All HOA developer debt & accrued interest to be forgiven estimated to be in the amount of $1.25m
    c. $299k cash paid by Defs to Assoc
2. Developer will relinquish or transfer (at Plaintiffs' discretion) Developer Rights to Association and relinquish Class A voting rights to homeowners.
3. Def to cooperate through counsel in Court Approval and Transition Matters, including
    a. Cooperate in the complete change of Board and ACC membership to occur at time of Court approval;[2] Expansion of Board to 7 members;
    b. Guardrails being included in Court Approval[3]; and,
    c. Foregoing cooperation to occur at no expense to Defs.
4. Agt contingent on disclosure and acceptance of all non-public, material financial transactions (not including any previously disclosed in audits or minutes)
5. Defs will turn over all Association and Association-related records in their custody, possession, or control, including all access to and licenses with QuickBooks.
6. This settles all claims by the Assoc and the individual plaintiffs for matters occurring before the date of the dismissal with prejudice and result in
    a. a complete release by the Plaintiffs (Assoc & Individuals) to Defs; and,
    b. dismissal w prejudice.
    c. "Full, complete, and mutual releases of Raiford, his estate, his heirs and devisees, his trusts and trustees, Leigh Ann Wagher, LL of SC, Topsail, TR Sales, and any and all other Raiford corporate entities, including each and every of their members or managers, officers, directors, shareholders, agents, and employees. The release herein given must be given by Plaintiffs, both individually and derivatively, as well as the HOA;"

---

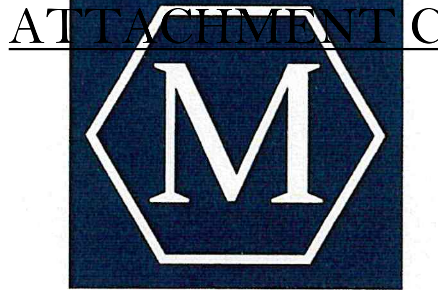
[1] -Understanding options exist for Stanley Martin and Hurricane on 2 lots at commercially reasonable prices,
[2] Change of Board and ACC membership is a major term of this agreement.
[3] E.g, provisions to govern transition matters which are not adequately addressed in the existing covenants.

ATTACHMENT B

7. Plaintiffs will hold harmless and indemnify solely for 1) its representation that it/they rightfully bring the derivative claims being settled hereunder; and 2) the Assoc will indemnify against any future claims by the Assoc or individual Plaintiffs for matters occurring before this settlement.
8. No HOA transactions shall occur outside of the normal course of business between the signing of this document & the Court approval absent prior disclosure and consult with Plaintiffs' Counsel
9. Non-disparagement – The parties agree not to disparage each other; provided, however, the parties acknowledge that this can be difficult to control or enforce in the context of a Rule 23 action; and regardless of the foregoing, no violation shall be actionable unless its both intentional and published in mass print or online mass media or public social media or email blasts or similar
10. Additional terms:
    a. Dismissal of the case in circuit court with prejudice and the appeal, and the withdrawal of Plaintiffs' creditors claim and petition in probate court, as well as the cessation of all other or future participation in probate proceedings.
    b. After the final order is entered, no party hereto will ever contact any opposite party hereto for any purpose for the rest of their natural lives.

ATTACHMENT C

THE MILES FIRM, LLC
810 CHARLESTON HIGHWAY
WEST COLUMBIA, SC 29169
T: (803) – 253 – 1280
F: (803) – 335 – 5408



TEMUS C. MILES, JR.
TMILES@THEMILESFIRM.COM

JOSEPH A. HALE
JHALE@THEMILESFIRM.COM

February 17, 2025

Via Certified Mail: RESTRICTED DELIVERY 9589 0710 5270 2245 7368 57
Mount Vintage Homeowners Association, Inc.
Attn: Kirby C. Holley
215 Mount Vintage Plantation Drive
North Augusta, SC 29860

Re: Jetson Maness and Tanya Maness v. Mount Vintage Homeowners Association, Inc.
Case No.: 2025-CP-19-00055
Our File No.: 5-221

To Whom it May Concern:

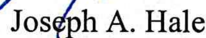
Enclosed please find a copy of the following documents:

1. Summons and Complaint that was filed with the Edgefield County Court of Common Pleas on February 14, 2025.

Please forward a copy of this Summons and Complaint to your insurance carrier as soon as possible. You have thirty (30) days from the date of service of the above documents to respond, and file and Answer with the court.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Joseph A. Hale

JAH/gat
Enclosures

ATTACHMENT C

STATE OF SOUTH CAROLINA COUNTY OF EDGEFIELD Jetson Maness and Tanya Maness, Plaintiffs, v. Mount Vintage Homeowners Association, Inc., Defendant.	)	IN THE COURT OF COMMON PLEAS C/A No.: 2025-CP-________________ **SUMMONS**

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herewith served upon you and to serve a copy of your Answer to the said Complaint on Plaintiffs' attorneys at The Miles Firm, LLC, P.O. Box 3316, West Columbia, SC 29169, within thirty (30) days after the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, exclusive of the day of such service, judgment by default will be entered against you for the relief demanded in the Complaint.

s/ Joseph A. Hale
Temus C. Miles, Jr. SC Bar No: 74953
Joseph A. Hale, SC Bar No: 106488
The Miles Firm, LLC
P.O. Box 3316
West Columbia, SC 29169
(803) 253 – 1280
tmiles@themilesfirm.com
jhale@themilesfirm.com
Attorneys for Plaintiff

West Columbia, South Carolina
February 12, 2025

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STATE OF SOUTH CAROLINA COUNTY OF EDGEFIELD	)	IN THE COURT OF COMMON PLEAS
Jetson Maness and Tanya Maness, Plaintiff,	)	C/A No.: 2025-CP-________________
v.	)	**COMPLAINT**
Mount Vintage Homeowners Association, Inc., Defendant.	)	

NOW COMES the Plaintiffs, complaining of the Defendant above-named, who alleges and shows unto this Honorable Court as follows:

PARTIES AND JURISDICTION

1. That Plaintiff Jetson Maness is a citizen and resident of the County of Edgefield, State of South Carolina.
2. That Plaintiff Tanya Maness is a citizen and resident of the County of Edgefield, State of South Carolina.
3. Defendant Mount Vintage Homeowners Association, Inc., is a domestic South Carolina corporation, a homeowner's association for the Mount Vintage neighborhood located within Edgefield County, South Carolina, and at all times relevant hereto was operating within Edgefield County, South Carolina.
4. That this action is brought pursuant to the Declaratory Judgement Act, S.C. Code § 15-53-10 *et seq.*
5. This Court has jurisdiction over the parties and subject matter hereto as the Defendant's principal place of business is within Edgefield County, South Carolina and all subject incidents occurred within Edgefield County, South Carolina.

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ALLEGATIONS

6. The Plaintiffs, at all times relevant, have owned and resided in the home located at 2 Rebecca Court, North Augusta, South Carolina (hereinafter "Plaintiffs' residence").

7. Plaintiffs are the owner of Lot S-027, Shaw Estates, and Plaintiffs' deed is recorded at Book 1831, Page 180, with the Edgefield County Register of Deeds.

8. Plaintiffs' residence, as a lot within Shaw Estates of the Mount Vintage Neighborhood, is subject to certain restrictions with the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage.

9. The current Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage, as may be amended, was upon information and belief, recorded on December 12, 2022, at Book OR, Volume 2014, Page 173, Edgefield County Register of Deeds.

10. Plaintiffs purchased Lot S-027 on October 1, 2020.

11. After purchasing Lot S-027 and having a residence constructed, Plaintiffs thereafter began construction of an accessory building on Lot S-027.

12. The accessory building's sole use is to support the Plaintiffs private enjoyment of Lot S-027, and was not constructed for commercial or rental purposes.

13. The Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage, as may be amended, do not prohibit the construction of accessory buildings.

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14. Article II of the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage governs the construction of accessory buildings.

15. Article II provides, in part, that "All fences, walls, barbeque pits, detached garages, and other *accessory buildings* or recreational facilities shall be constructed in *general conformity with the architecture* of the main dwelling and *out of materials which conform to the materials* used in the main building." [Emphasis added].

16. Further, Article II provides "Neither the main residential building nor accessory building may be constructed on any lot without the full and active supervision of an architect or licensed building contractor."

17. Plaintiffs' accessory building is constructed in conformity of the architecture of the Plaintiffs' residence on Lot S-027.

18. Plaintiffs' accessory building is constructed out of materials which conform to the materials used for the Plaintiffs' residence.

19. Plaintiffs' accessory building matches the style and aesthetics of the Plaintiffs residence, as well as surrounding homes within Mount Valley.

20. The construction of Plaintiffs' accessory building has cost Plaintiffs thousands to date.

21. Plaintiffs retained a qualified builder to construct Plaintiffs' accessory building on Lot S-027.

22. Defendant has been aware of the construction of the accessory building, approved the licensed builder, and allowed the construction to continue to its current state of completion.

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23. Despite the condition of Plaintiffs' accessory building meeting the physical requirements of the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage, Defendant has notified Plaintiffs of their intent to enter upon Plaintiffs' residence and raze Plaintiffs' accessory building in Defendant's "Order to Deconstruct Noncompliant Accessory Building." *(Ex. A, Affidavit of Jetson Maness with attached copy of Order to Deconstruct Noncompliant Accessory Building).*

24. In addition to razing Plaintiffs' accessory building, Defendant has also stated its intent to fine Plaintiffs' at least four thousand six hundred ($4,600.00) dollars and charge the Plaintiffs for the costs of the involuntary razing of their accessory building.

25. Defendant has informed Plaintiffs of its intent to raze Plaintiffs' accessory building on or about February 20, 2025.

26. The Defendant's proposed razing of Plaintiffs' accessory building is an unreasonable restriction on the use of the Plaintiffs' property.

27. The Defendant's proposed razing of Plaintiffs' accessory building is an act of waste, particularly considering that any need remediations can be made at substantially lower costs through repair/modification instead razing the accessory building.

28. The Defendant's proposed razing of Plaintiffs' accessory building is not in the interests of equity and justice.

29. The Plaintiffs are facing immediate, irreparable harm by Defendant's proposed razing of Plaintiffs' accessory building in approximately a week from the date of filing.

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30. The Plaintiffs are informed and believed that Plaintiffs are entitled to an order from this Court declaring Defendants "Order to Deconstruct Noncomplaint Accessory Building" to be void and unenforceable.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgement)

31. All previous allegations in this Complaint are reiterated and realleged as if repeated verbatim herein.

32. Plaintiffs bring this Action pursuant to the provisions of the South Carolina Uniform Declaratory Judgement Act, §15-53-10, *et seq.*, Code of Laws of South Carolina, 1976, for the purpose of obtaining a decree that:

a) The Plaintiff's accessory building substantially confirms with all applicable requirements and restrictions;

b) The razing of the Plaintiff's accessory building as currently constructed would be waste and non-equitable;

c) The Defendant's "Order to Deconstruct Noncomplaint Accessory Building" is void and unenforceable; and

d) Determining any other required action by the Plaintiff and Defendant in relation to the construction of the Plaintiff's accessory building.

WHEREFORE, the Plaintiff prays for a jury trial on any disputed factual issues and prays for a declaratory order addressing the items set forth above, and for the cost of this action, attorneys' fees, and for such other and further relief as this court deems just and proper.

Respectfully submitted,

s/Joseph A. Hale

Temus C. Miles, Jr. SC Bar No: 74953
Joseph A. Hale, SC Bar No: 106488
The Miles Firm, LLC
P.O. Box 3316
West Columbia, SC 29169
(803) 253 – 1280
tmiles@themilesfirm.com
jhale@themilesfirm.com
Attorneys for the Plaintiff

West Columbia, South Carolina
February 12, 2025

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ATTACHMENT C

EXHIBIT A

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ATTACHMENT C

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT OF JETSON MANESS**
COUNTY OF LEXINGTON)

Personally appeared before me, Jetson Maness, who, being duly sworn, states the following:

1. I am over the age of 18 and competent to testify as to the matters contained in this Affidavit.
2. The statements contained in this Affidavit are based upon my own personal knowledge and experience.
3. I, along with my wife, own the home and improvements located at 2 Rebecca's Court, North Augusta, S.C. 29860, including an accessory building behind the home.
4. This property is located in the Mount Vintage community.
5. Exhibit 1 is a true and accurate copy of a letter, dated January 22, 2025, from the Mount Vintage Home Owner Board wherein they ordered the deconstruction of our accessory building due to alleged noncompliance with community standards.
6. Our accessory building has been constructed, and exists, in compliance with all applicable standards and should not be deconstructed.
7. The deconstruction of any portion of our property will result in immediate and permanent harm of my wife's and my real property and invasion of our property rights as owners.
8. Given the unique and exclusive nature of real property this harm will be irreparable and no adequate remedy will be available to remedy the harm.

FURTHER THE AFFIANT SAYETH NOT.

SIGNATURE ON FOLLOWING PAGE

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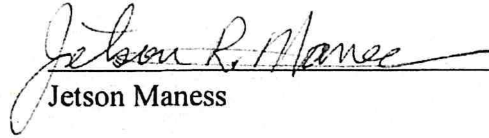
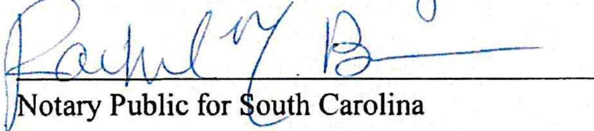
ATTACHMENT C



Jetson Maness

SWORN TO AND SUBSCRIBED BEFORE ME:

this 24th day of January, 2025.



Notary Public for South Carolina

My Commission Expires: January 12, 2026

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ATTACHMENT C

EXHIBIT 1

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ATTACHMENT C

215 Mount Vintage Plantation Drive, North Augusta, SC 29860

January 22, 2025

Mr. and Ms. Jetson Maness
2 Rebecca's Court
North Augusta, SC 29860

Subject: **Order to Deconstruct Noncompliant Accessory Building**

References: 1) Notice of Violation, issued December 28, 2023
2) ACC Response to Plans Submitted, issued February 9, 2024
3) MV Covenants Article II, Paragraph 1, Submission of Plans
4) MV Covenants Article VIII, Paragraph 3(b), Procedure
5) MV HOA Fine Structure, published June 27, 2022
6) Board Determination Letter, 2nd Hearing, May 21, 2024
7) Emails between MV HOA Board and Attorney Temus Miles, dated 5/23/24

Mr. & Mrs. Maness,

The ACC and the Board have tried many times over the past year to work with you and your builder to make your project successful. In October you met with the ACC, agreed on plans and a completion date. However, based on an inspection by the ACC this month, your outbuilding does not meet the approved specifications of your builder's plan or the expected quality of a building in Mount Vintage. The observed deficiencies include chicken wire in the vents, windows that do not fit, brick that does not match, and landscaping that is inadequate.

Therefore, referring to emails in May of 2024 with you and your attorney, the Board is now imposing Option 2 – tear down the structure (see Reference #7). If this action is not taken within 30 days, the ACC will follow Article VIII of the Covenants which allows them "to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after 30 days' written notice of such violation, it shall not have been corrected by the lot owner." The Board will also impose the original fines of $4,600 as stated in the Board Determination Letter issued on May 21, 2024 (see Reference #6).

The MV HOA Board

cc: Temus C. Miles, Jr., Attorney
Torrey Johnson, TFJ Construction

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF EDGEFIELD)
) C/A No.: 2025-CP-________________
Jetson Maness and Tanya Maness,)
)
Plaintiffs,)
vs.)
)
Mount Vintage Homeowners Association Inc.,)
)
)
Defendant.)

NOTICE OF MOTION AND MOTION FOR INJUNCTION FOR TEMPORARY AND PERMANENT RELIEF

TO THE DEFENDANT ABOVE-NAMED:

YOU WILL PLEASE TAKE NOTICE that Plaintiffs, by and through their undersigned counsel, will move before this Honorable Court within ten (10) days of the date hereof, or as soon thereafter as the matter can be heard, for an Order of the Court restraining and enjoining Defendant from razing or destroying the Plaintiffs' accessory building or from requiring that the Plaintiffs raze or destroy Plaintiffs' accessory building until a final disposition of the above-captioned action on the merits, and ordering further that Defendant be restrained and enjoined from harassing or interfering with the Plaintiffs peaceful enjoyment of the Plaintiffs' residences' premises and accessory building pending a final disposition of this action on the merits. As grounds for this Motion, Plaintiffs would respectfully show as follows:

5. The Plaintiffs, at all times relevant, have owned and resided in the home located at 2 Rebecca Court, North Augusta, South Carolina (hereinafter "Plaintiffs' residence").
6. The Plaintiff's constructed a constructed an accessory building at the Plaintiff's Residence.
7. Following the Defendant becoming aware of the Construction of the Plaintiff's accessory building, the Defendant approved the builder that Plaintiff was using and approved the planned construction.

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8. The condition of Plaintiffs' accessory building, as constructed, substantially meets the physical requirements of the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage.

9. Defendant has notified Plaintiffs of their intent to enter upon Plaintiffs' residence and raze Plaintiffs' accessory building in Defendant's "Order to Deconstruct Noncompliant Accessory Building." *(Ex. A., Affidavit of Jetson Maness)."*

10. In addition to razing Plaintiffs' accessory building, Defendant has also stated its intent to fine Plaintiffs at least four thousand six hundred ($4,600.00) dollars and charge the Plaintiffs for the costs of the involuntary razing of their accessory building.

11. Defendant has informed Plaintiffs of its intent to raze Plaintiffs' accessory building on or about February 20, 2025.

12. The Plaintiffs have filed this current action seeking to prevent the enforcement of the Declaratory Judgement "Order to Deconstruct Noncompliant Accessory Building"

13. Plaintiffs need the protections of this Injunction to preserve the status quo during pendency of the Declaratory Judgment action in order to prevent immediate, irreparable harm due to the threatened intrusion upon, and destruction of, their real property and other interest as land owners.

WHEREFORE, Plaintiffs pray that the Court issue its Order granting injunctive relief during the pendency of the Declaratory Judgment action restricting Defendant's conduct as follows:

(1) Defendant's "Order to Deconstruct Noncompliant Accessory Building" shall not be enforced;

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(2) Plaintiffs' property, including the accessory building, shall not be altered by Defendant;

(3) Defendant is estopped, restrained, and enjoined from harassing or interfering with the Plaintiffs' peaceful enjoyment of Plaintiffs residence's premise and accessory building; and

(4) Ordering such other and further relief as the Court deems equitable, fair, and just.

Respectfully submitted,

s/ Joseph A. Hale
Temus C. Miles, Jr. (SC Bar No. 74953)
Joseph A. Hale (SC Bar No. 106488)
The Miles Firm, LLC
P.O. Box 3316
West Columbia, SC 29169
Telephone: (803) 253-1280
Facsimile: (803) 335 – 5408
tmiles@themilesfirm.com
jhale@themilesfirm.com
Attorneys for the Plaintiff

West Columbia, South Carolina
February 14, 2025

ATTACHMENT C

STATE OF SOUTH CAROLINA COUNTY OF EDGEFIELD Jetson Maness and Tanya Maness, Plaintiffs, v. Mount Vintage Homeowners Association, Inc., Defendant.	IN THE COURT OF COMMON PLEAS C/A No.: 2025-CP-19-00055 **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on February 17, 2025, a copy of the foregoing ***Summons and Complaint*** were duly served by depositing same in the United States Mail, first-class, postage prepaid, Certified Restricted Delivery Mail as follows:

Mount Vintage Homeowners Association, Inc.
Attn: Kirby C. Holley
215 Mount Vintage Plantation Drive
North Augusta, SC 29860

Gabrielle Tipton, Paralegal to,
Joseph A. Hale (SC Bar 106488)
The Miles Firm, LLC
P.O. Box 3316
West Columbia, SC 29169
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ATTACHMENT D

ELECTRONICALLY FILED - 2025 Sep 07 10:53 PM - EDGEFIELD - COMMON PLEAS - CASE#2025CP1900291

STATE OF SOUTH CAROLINA COUNTY OF EDGEFIELD	)	IN THE COURT OF COMMON PLEAS
Jetson Maness and Tanya Maness, Plaintiffs,	)	C/A No.: 2025-CP-________________
v.	)	**SUMMONS**
Mount Vintage Homeowners Association, Inc., and John Does 1-15. Defendants.	)	

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herewith served upon you and to serve a copy of your Answer to the said Complaint on Plaintiffs' attorneys at The Miles Firm, LLC, P.O. Box 3316, West Columbia, SC 29169, within thirty (30) days after the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, exclusive of the day of such service, judgment by default will be entered against you for the relief demanded in the Complaint.

s/ Tem Miles
Temus C. Miles, Jr. SC Bar No: 74953
Joseph A. Hale, SC Bar No: 106488
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Attorneys for Plaintiffs

West Columbia, South Carolina
September 7, 2025

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STATE OF SOUTH CAROLINA COUNTY OF EDGEFIELD	))	IN THE COURT OF COMMON PLEAS
Jetson Maness and Tanya Maness,	))	C/A No.: 2025-CP-_______________
Plaintiff,	))	
v.	))	**COMPLAINT**
Mount Vintage Homeowners Association, Inc., and John Does 1-15. Defendant.	)))	

NOW COMES the Plaintiffs, complaining of the Defendants above-named, who allege and show unto this Honorable Court as follows:

PARTIES AND JURISDICTION

1. Plaintiff Jetson Maness is a citizen and resident of the County of Edgefield, State of South Carolina.

2. Plaintiff Tanya Maness is a citizen and resident of the County of Edgefield, State of South Carolina.

3. The Plaintiffs are African-Americans. African-Americans are an extremely small minority group in the Mount Vintage community and lack meaningful, effective representation on the Mount Vintage Homeowners Association controlling board or administration.

4. Defendant Mount Vintage Homeowners Association, Inc., is a domestic South Carolina corporation, a homeowner's association for the Mount Vintage community located within Edgefield County, South Carolina, and at all times relevant hereto was operating within Edgefield County, South Carolina.

5. Defendant John Does 1-15 are the yet-to-be-identified board members, officers, agents, and employees of Defendant Mount Vintage Homeowners Association,

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Inc. who will be named in their individual capacity once their identity is determined.

6. This action is brought pursuant to the Declaratory Judgement Act, S.C. Code § 15-53-10 *et seq.*, Section 1981 of the Civil Rights Act, codified in the U.S. Code as 42 U.S.C. § 1981, The South Carolina Unfair Trade Practices Act, South Carolina Code § 39-5-10(b) et seq., and other law as more specifically referenced herein, and seeks to enforce the terms of a April 23, 2025 Settlement, and have actual, punitive, treble, and statutory damages and sanctions imposed and seeking payment of attorney fees and costs.

7. This Court has jurisdiction over the parties and subject matter hereto as the Defendants' principal place of business or residence is within Edgefield County, South Carolina and all subject incidents occurred within Edgefield County, South Carolina.

PRIOR ACTION 2025CP1900055

8. Plaintiffs initiated a prior lawsuit arising from the same facts and controversies on February 14, 2025 seeking a declaratory judgment, injunctive relief, and setting forth the allegations set forth below in Paragraphs 9-33.

9. The Plaintiffs, at all times relevant, have owned and resided in the home located at 2 Rebecca Court, North Augusta, South Carolina (hereinafter "Plaintiffs' residence").

10. Plaintiffs are the owner of Lot S-027, Shaw Estates, and Plaintiffs' deed is recorded at Book 1831, Page 180, with the Edgefield County Register of Deeds.

11. Plaintiffs' residence, as a lot within Shaw Estates of the Mount Vintage Neighborhood, is subject to certain restrictions with the Amended and Restated

Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage.

12. The current Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage, as may be amended, was upon information and belief, recorded on December 12, 2022, at Book OR, Volume 2014, Page 173, Edgefield County Register of Deeds.

13. Plaintiffs purchased Lot S-027 on October 1, 2020.

14. After purchasing Lot S-027 and having a residence constructed, Plaintiffs thereafter began construction of an accessory building on Lot S-027.

15. The accessory building's sole use is to support the Plaintiffs' private enjoyment of Lot S-027, and was not constructed for commercial or rental purposes.

16. The Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage, as may be amended, do not prohibit the construction of accessory buildings.

17. Article II of the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage governs the construction of accessory buildings.

18. Article II provides, in part, that "All fences, walls, barbeque pits, detached garages, and other *accessory buildings* or recreational facilities shall be constructed in *general conformity with the architecture* of the main dwelling and *out of materials which conform to the materials* used in the main building." [Emphasis added].

19. Further, Article II provides "Neither the main residential building nor accessory building may be constructed on any lot without the full and active supervision of an architect or licensed building contractor."

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20. Plaintiffs' accessory building is constructed in conformity of the architecture of the Plaintiffs' residence on Lot S-027.

21. Plaintiffs' accessory building is constructed out of materials which conform to the materials used for the Plaintiffs' residence.

22. Plaintiffs' accessory building matches the style and aesthetics of the Plaintiffs residence, as well as surrounding homes within Mount Valley.

23. The construction of Plaintiffs' accessory building has cost Plaintiffs thousands to date.

24. Plaintiffs retained a qualified builder to construct Plaintiffs' accessory building on Lot S-027.

25. Defendant has been aware of the construction of the accessory building, approved the licensed builder, and allowed the construction to continue to its current state of completion.

26. Despite the condition of Plaintiffs' accessory building meeting the physical requirements of the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage, Defendant has notified Plaintiffs of their intent to enter upon Plaintiffs' residence and raze Plaintiffs' accessory building in Defendant's "Order to Deconstruct Noncompliant Accessory Building." *(Ex. A, Affidavit of Jetson Maness with attached copy of Order to Deconstruct Noncompliant Accessory Building).*

27. In addition to razing Plaintiffs' accessory building, Defendant has also stated its intent to fine Plaintiffs' at least four thousand six hundred ($4,600.00) dollars and charge the Plaintiffs for the costs of the involuntary razing of their accessory building.

28. Defendant has informed Plaintiffs of its intent to raze Plaintiffs' accessory building on or about February 20, 2025.

29. The Defendant's proposed razing of Plaintiffs' accessory building is an unreasonable restriction on the use of the Plaintiffs' property.

30. The Defendant's proposed razing of Plaintiffs' accessory building is an act of waste, particularly considering that any need remediations can be made at substantially lower costs through repair/modification instead razing the accessory building.

31. The Defendant's proposed razing of Plaintiffs' accessory building is not in the interests of equity and justice.

32. The Plaintiffs are facing immediate, irreparable harm by Defendant's proposed razing of Plaintiffs' accessory building in approximately a week from the date of filing.

33. The Plaintiffs are informed and believed that Plaintiffs are entitled to an order from this Court declaring Defendants "Order to Deconstruct" to be void and unenforceable.

2025CP1900055 SETTLEMENT AND DISMISSAL

34. Plaintiffs' Counsel emailed Defense Counsel on April 15, 2025 and offered the following settlement terms:

1. I will file a notice of dismissal without prejudice of the currently pending complaint while reserving full rights to refile;

2. The HOA will take no steps towards removing or altering my client's property until giving m[e] 30 days notice;

3. My Client will move forward with doing the following, if it has not already been done,

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> a) repairing those portions of the building easily visible from the road including installing soffit, and replacing the chicken wire over the vent with wood louvers, and
>
> b) prepare and install landscaping to hide the shoddy construction around the windows.
>
> 4. We will work on negotiating the issue of if fines are to be paid and in what amount.

35. Defense Counsel emailed Plaintiffs' Counsel on April 23, 2025 agreeing to this settlement proposal. (A true and accurate copy of the email chain between Defense counsel and Plaintiffs' counsel for April 15-23 is attached as Exhibit 1).

36. As agreed in the April 23, 2025 Settlement, Plaintiffs' Counsel dismissed the action without prejudice on April 25, 2025.

37. Plaintiffs fulfilled all actions required of them by the April 23, 2025 Settlement, were never contacted regarding negotiation of "if fines are to be paid and in what amount", and thought this matter was resolved.

CURRENT ACTION

38. On June 30, 2025, Defense Counsel emailed Plaintiffs' counsel "Evidently your client has not followed through with anything regarding his property. Could you check with your client because my client is someone irritated at this point".

39. Thereafter, Plaintiff's Counsel verified that all required actions ("repairing those portions of the building easily visible from the road" and "prepare and install landscaping to hide the shoddy construction around the windows" (although admittedly the plants will have to grow to maturity to become fully effective) had been performed by his clients.

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40. Despite Plaintiffs' compliance with the terms of the April 23, 2025 Settlement, the Defendants issued an Order to Deconstruct on August 6, 2025 which ordered the Plaintiffs to tear down the building within 30 days of the letter or the Defendants would enter the Plaintiffs' property and tear it down and imposing fines. (A true and accurate copy of this Order to Deconstruct is attached hereto as Exhibit 2).

41. Most tellingly, the basis for the Order to Deconstruct is "From the road we cannot see that any repairs have been completed, and no landscaping plans have been submitted or approved." This is not the standard negotiated and established by the Parties in the April 23, 2025 Settlement, which only required "repairing those portions of the building easily visible from the road" and did not require the submittal or approval of a landscaping plan.

42. In order avoid this current litigation and the costs and inconvenience it will cause all parties, Plaintiff's Counsel reached out to Defense Counsel via email on August 19, 2025 and asked to meet on site to resolve all issues.

43. On August 19, 2025, Defense Counsel responded and attempted to add additional requirements into the April 23, 2025 Settlement by stating "Your client was to coordinate all of this with the HOA and cooperate in getting this completed. It is my understanding that he has done none of this." This simply was not part of the agreement negotiated and entered into between the Parties only months before and cannot be used to justify any action by the Defendants at this point.

44. Thereafter on August 19, 2025, Plaintiffs' Counsel emailed Defense counsel confirming that Plaintiffs had completed all actions required of them in the April

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23, 2025 Settlement. Plaintiffs' Counsel once again requested to meet on site to review the condition and resolve the dispute.

45. On August 20, 2025, Plaintiffs' Counsel emailed photographs to Defense Counsel showing that all required actions had been completed on the property. (A true and accurate copy of the email chain between Plaintiffs' Counsel and Defense Counsel for August 19-20, 2025 is attached as Exhibit 3).

46. In order avoid this current litigation and the costs and inconvenience it will cause all parties, Plaintiffs' Counsel emailed Defense counsel on August 26, 2025 asking if Defendants would agree to hold off on taking any actions on Plaintiffs' property. Plaintiffs' Counsel received no response, so a follow up email was sent on August 28, 2025 explaining that the deadline imposed by the Defendants was approaching and litigation was going to be required as the Defendants had not agreed to hold off on taking action on Plaintiffs' property. Again no response was received from Defense Counsel. Due to the lack of response, Plaintiff's Counsel sent an additional follow up email on September 2, 2025.

47. On September 3, 2025, Defense Counsel emailed back claiming the Plaintiff had failed to meet the requirements of the April 23, 2025 Settlement. (A true and accurate copy of the email chain between Plaintiffs' Counsel and Defense Counsel from August 26, 2025 – September 3, 2025 is attached as Exhibit 4).

48. Defense Counsel never addressed if, in order to resolve the matter without litigation, the Defendants would hold off on taking action on Plaintiffs' property or if Defense Counsel would visit the property along with Plaintiffs' Counsel to review its condition.

49. Due to the deadline established by the Defendants and their failure to adhere to the April 23, 2025 Settlement, Plaintiffs' Counsel has been forced to initiate this current action.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgement)

50. All previous allegations in this Complaint are reiterated and realleged as if repeated verbatim herein.

51. Plaintiffs bring this Action pursuant to the provisions of the South Carolina Uniform Declaratory Judgement Act, §15-53-10, *et seq.,* Code of Laws of South Carolina, 1976, for the purpose of obtaining a decree that:

a) The Plaintiffs' accessory building substantially conforms with all applicable requirements and restrictions;

b) The razing of the Plaintiff's accessory building as currently constructed would be waste and non-equitable;

c) The Defendants' Orders to Deconstruct (issued on January 22, 2025 and August 6, 2025) regarding the Plaintiffs' property are void and unenforceable;

d) The Defendants have breached the terms of the April 23, 2025 Settlement;

e) Determining any other required action by the Plaintiffs and Defendants in relation to the construction of the Plaintiffs' accessory building.

FOR A SECOND CAUSE OF ACTION
(Settlement Enforcement/Breach of Contract)

52. All previous allegations in this Complaint are reiterated and realleged as if repeated verbatim herein. s

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53. All parties entered in a Settlement on April 23, 2025 whereby in exchange for Plaintiffs "repairing those portions of the building easily visible from the road" and "prepare and install landscaping to hide the shoddy construction around the windows" the Defendants agreed to accept the Plaintiffs' property, including the accessory building, as compliant with the applicable property condition requirements for the Mount Vintage community.

54. Plaintiffs satisfied all requirements for compliance with the April 23, 2025 Settlement thereby providing valuable consideration and making the Settlement a valid and enforceable contract between the Parties.

55. Defendants have breached the April 23, 2025 Settlement by issuing an Order to Destruct on the Plaintiffs on August 6, 2025.

56. Plaintiffs are entitled to the issuance of a injunctive order restraining Defendants, and theirs agents and employees, from entering onto, or taking any action to, deconstruct or remove any portion of the Plaintiffs' property and a judgment for all attorney fees and cost incurred by the Plaintiffs since issuance of the August 6, 2025 Order to Deconstruct.

FOR A THIRD CAUSE OF ACTION
(Racial Discrimination in Contractual Matters)

57. All previous allegations in this Complaint are reiterated and realleged as if repeated verbatim herein.

58. The Plaintiffs are African-Americans, a racial minority group, and are thereby members of a protected class for purposes of Section 1981 of the Civil Rights Act, 42 U.S.C. § 1981

59. The Defendants have impaired the Plaintiffs' contractual rights through selective and excessive enforcement of the governing covenants and restriction on the Plaintiffs property and breach of the April 23, 2025 Settlement.

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60. The impairment of the Plaintiffs' contractual rights was intentional and motivated by race as the enforcement actions and contractual breach imposed upon the Plaintiffs have not been imposed in a similar manner against non-African-American homeowners who are similarly situated as the Plaintiffs.

61. If the Plaintiffs were not African-American they would not have suffered loss of their legally protected contractual rights.

62. The Plaintiffs have suffered and will suffer damages and are entitled to compensatory damages for pain and suffering, and punitive damages.

FOR A FOURTH CAUSE OF ACTION
(Negligence/Gross Negligence, Recklessness)

63. All previous allegations in this Complaint are reiterated and realleged as if repeated verbatim herein.

64. The Defendants owed a duty to the Plaintiffs to adopt and utilize practices, policies, and procedures to ensure reasonable, race neutral enforcement of its covenants and restrictions.

65. The Defendants breached these duties by:

a. Failing to conduct its property inspections in such a manner as to determine that the Plaintiffs had complied with all requirements of the April 23 2025 Settlement;
b. Failing to train and manage its Board members, employees, agents, and principals to conduct property inspection and enforcement actions in a reasonable, race neutral manner;
c. Failing to use the degree of care and caution that a reasonable business of the same nature would have used under similar conditions and circumstances; and
d. Such other and further particulars as the evidence in discovery and trial may show.

66. As a direct and proximate result of the Defendants' negligence, gross negligence, carelessness, recklessness, willfulness, wantonness, and acts and/or omissions, as set forth more fully above, the Plaintiffs suffered

damages including, but not limited to:

a. Pecuniary loss;
b. Psychological injury;
c. Incurring attorney fees and costs;
d. Such additional damages as may be revealed through discovery.

FOR A FIFTH CAUSE OF ACTION
(Unfair Trade Practices)

67. All previous allegations in this Complaint are reiterated and realleged as if repeated verbatim herein.

68. Defendants are a "person" within the meaning of South Carolina Code §39-5-10(a) and by their actions in forming and operating a homeowners association which through the collection of revenue and the imposition of fines for the purpose of carrying residential governance in the State of South Carolina are engaged in commerce within the meaning of South Carolina Code § 39-5-10(b).

69. Defendants' action(s) described herein constitute unfair and deceptive practices within the purview of South Carolina Code §39-5-20(a) and such action(s) are capable of repetition and have been repeated.

70. As is evidenced by the Defendants' overzealous interpretation of covenants and restrictions, multiple imposition of excessive fines and excessive remedial acts, and the breach of the April 23, 2025 Settlement; Defendants have committed these unfair and deceptive practices multiple times. Repetition is clear. Given the size of the Mount Vintage Community, the potential for future repetition is real and definite against members of Mount Vintage other than the Plaintiffs, notwithstanding acts against the Plaintiffs again.

71. Each Defendant's conduct affects the public interest of the people in South Carolina, and each Defendant knew or should have known that its conduct violated South Carolina Unfair Trade Practices Act.

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72. As a direct, foreseeable, and proximate result of each Defendant's unfair and deceptive practices, the Plaintiffs have experienced psychological and pecuniary injuries and suffered actual, direct, incidental, consequential, and special damages, as more fully described above.

WHEREFORE, the Plaintiffs pray for a jury trial on any disputed factual issues and pray for a declaratory order addressing the items set forth above, and a judgment for actual, punitive, treble, and statutory damages, sanctions, payment of attorney fees and costs, and for such other and further relief as this court deems just and proper.

Respectfully submitted,

s/ Tem Miles

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West Columbia, South Carolina
September 7, 2025

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RECEIVED
Oct 27 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM EDGEFIELD COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Appellate Case No. 2024-001510

Elizabeth M. Ferraro, James T. Ferraro, Edward J. Przybyl, Marcella Gleie, John E. Gleie, Jr., Thomas Bowes, Connie Bowes, Moataz Alasadi, Virginia Kirkwood, Bob Kirkwood, Paul Vichroski, Nydza Vichroski, James Montellese, and Roxann Montellese, Individually, Derivatively, and on Behalf of All the Mount Vintage Homeowners Association Members . . . . Respondents,

v.

LL of SC, LLC, Raiford Topsail Island Investments, LLC, TR Sales Plantation, LLC, and Mount Vintage Plantation Homeowners Association, Inc. *a/k/a* Mount Vintage Homeowners Association, Inc. . . . . . . Defendants,

Of which LL of SC, LLC, Raiford Topsail Island Investments, LLC, and TR Sales Plantation, LLC are the . . . . Appellants.

PROOF OF SERVICE

The undersigned counsel for Appellants hereby certifies, subject to penalty of perjury, that the following document(s) was/were served upon the following counsel of record by the following means as of the date identified below.

Document(s): Appellants' Reply in Support of the Motion to Compel Settlement *w/ Attachments A-D*

Counsel Served: For Respondents

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Courts Served: Office of the Clerk of the Court of Appeals
ctappfilings@sccourts.org

Means of Delivery: *Via Email Only*

Date: October 27, 2025

Respectfully,

s/ Steven Edward Buckingham

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