THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Steven H. John, Circuit Court Judge

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.

REPLY BRIEF OF APPELLANTS

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

Kenneth R, Moss, Esq.
Wright, Worley, Pope, Ekster & Moss, PLLC
628A Sea Mountain Highway
North Myrtle Beach, SC 29582
Tel: (843) 281-9901
Attorney for Respondent

TABLE OF CONTENTS

TABLE OF AUTHORITIES

i

REPLY BRIEF OF APPELLANTS

On October 18, 2012, we as *Pro Se* Appellants served a NOTICE OF INTENT TO APPEAL Circuit Court Judge Steven H. John's ORDER UPON PLAINTIFFS' MEMORANDUM REQUESTING THAT THE COURT RE-VISIT THE FINAL ORDER IN THE NAME OF JUSTICE *(Court accepted as a Rule 60(b), SCRCP Motion)*, and by direct inference, the underlying FINAL ORDER, itself. We filed our (Revised) DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL on May 24, 2013, and our (Amended) INITIAL BRIEF on July 12, 2013.

Respondent's INITIAL BRIEF

After a prolonged series of delays, including two MOTIONS TO DISMISS, three MOTIONS TO STRIKE, and numerous REQUESTS FOR EXTENSIONS OF TIME, Respondent Windjammer Village Property Owners' Association, through its attorney Kenneth R. Moss, finally submitted its 25-page INITIAL BRIEF on November 12, 2013. In each of his prior MOTIONS TO DISMISS, which the Court of Appeals considered and then **denied**, as well in his MOTIONS TO STRIKE, which the Court largely **denied**, attorney Moss made precisely the same arguments that he has repackaged as Respondent's INITIAL BRIEF. Respondent's Part **(I),** the STATEMENT OF THE ISSUES ON APPEAL, includes:

A. Have the Appellants failed to comply with the South Carolina Appellate Court Rules by including redundant, immaterial, impertinent, irrelevant, inadmissible, and scandalous material in their *Amended* Initial Brief and *Amended* Designation of Matter to be Included in the Record on Appeal, and raising matters not argued to the trial court?

B. Are the Appellants time-barred from an appeal against the merits of the trial court's "Final Order" dated August 3, 2011?

C. Did the trial court err or abuse its discretion in denying relief to the Appellants pursuant to the grounds for relief asserted in the Appellant's August 23, 2012 Memorandum, which the trial court treated as a Rule 60(b) Motion?

D. Did the Respondent's request for an Order and Rule to Show Cause re-open the underlying action to further review?

Respondent's First MOTION TO DISMISS

Respondent's attorney Moss filed his first MOTION TO DISMISS on November 18, 2012, which stated,

(1) Appellants' August 23, 2012 Memorandum (e.g. Plaintiffs' 8/23 Memo) entitled "Re: August 30th Rule to Show Cause Hearing: Plaintiffs' Memorandum Requesting That the Court Re-Visit the Final Order in the Name of Justice" (which the trial court treated as a Rule 60(b) Motion pursuant to the *South Carolina Rules of Civil Procedure)* was not timely filed; and,

(2) The arguments asserted by the Appellants at the August 30, 2012, hearing were not legally founded.

Please note that Item **(1)** in Moss' first MOTION TO DISMISS is directly analogous to Issue **B** in Respondent's INITIAL BRIEF, as is Item **(2)** to Issue **A.** Issue **C** asks whether or not

the Trial Court erred, which is a matter that Respondent rather should have appealed within thirty days of the Court's ORDER granting Plaintiffs'/Appellants' 8/23 Memo Rule 60(b) status, but now it is too late. Issue **D** obviously is moot, since the underlying action is in fact under review.

Respondent also attached a 5-page AFFIDAVIT of attorney Kenneth R. Moss and an 11-page MEMORANDUM OF LAW to its first MOTION TO DISMISS, which together covered essentially the same ground as Parts **(II)** STATEMENT OF THE CASE, **(III)** ARGUMENTS and **(IV)** CONCLUSIONS in Respondent's INITIAL BRIEF.

In his RETURN TO MOTION TO DISMISS, *Pro Se* Appellant Orzech stated,

> "Judge John went considerably out of his way to find reason to accept Plaintiffs' 8/23 Memo as a 'Motion Pursuant to Rule 60(b), SCRCP.' The Judge did not have to go that far, or even to consider Plaintiffs' petition, for all of the reasons cited by Respondent's attorney in his Motion to Dismiss and in his Memorandum of Law or in his Affidavit. Nonetheless, when Judge John signed that Order, "accepting" our document as a "Motion Pursuant to Rule 60(b), SCRCP," he did, in fact, waive all of Respondent's identified shortcomings, as is his prerogative to do as a member of the SC Judiciary, for which attorney Moss cited *Coleman v. Dunlap*, thereby rendering moot all of Respondent's claims for dismissal, based upon procedure, style or timeliness, prior to or during the August 30th Hearing."

In her RETURN TO MOTION TO DISMISS, *Pro Se* Appellant Crotty wrote,

"We, co-Appellant James K. Orzech and I, as citizens and not as attorneys, were appealing directly to Circuit Court Judge Steven H. John for **Justice,** which had been denied us in the June 2011 Trial for the reasons clearly stated in Plaintiffs' 8/23 Memo. I fully endorse Appellant Orzech's Return to Motion to Dismiss. ..."

Elizabeth Crotty then went on for seven pages telling the story of the years of injustice she and James Orzech had suffered at the hand of Respondent Windjammer Village Property Owners' Association over the right to ***access*** their property, which became the basis for Section **(D1)** FACTS in Appellants' Amended INITIAL BRIEF.

By December 2, 2012, Respondent Windjammer Village POA, through its attorney Moss, had filed its REPLY TO APPELLANT ORZECH'S RETURN, and moved for an ORDER STRIKING APPELLANT ORZECH'S RETURN TO RESPONDENT'S MOTION TO DISMISS. Then on December 10th Respondent filed its REPLY TO APPELLANT CROTTY'S RETURN and moved for an ORDER STRIKING APPELLANT CROTTY'S RETURN, citing timeliness and non-responsiveness. Appellants filed their RETURN TO RESPONDENT'S MOTION TO STRIKE on December 19th, rebutting Defendant's objections as moot.

Respondent's objections brought out by its first MOTION TO DISMISS, as well as in its multiple MOTIONS TO STRIKE, were disposed of by the Court of Appeals in an ORDER dated Feb. 11, 2013, signed by Associate Judge Jasper M. Curitan, which declared,

"After careful consideration, Respondents' motion to dismiss is denied. Furthermore, Appellants' motion for an extension to serve the return to the motion

to dismiss is granted, and Respondents' motions to strike the return to the motion to dismiss is denied."

In plain language, despite all of attorney Moss' impressive writings in Respondent's INITIAL BRIEF, the Court already has dismissed Respondent's ISSUES ON APPEAL, which are based solely on timeliness, procedure and style; and further it seems that Respondent has not rebutted in any meaningful way Appellants' ISSUES ON APPEAL, which are based on the substance of the case, as enumerated in the four PROPOSITIONS in our INITIAL BRIEF. Further, the material contained in Appellants' various RETURNS TO MOTIONS form much of the content of Appellants' INITIAL BRIEF, which the Court already has seen and has not considered improper in any way, as attorney Moss contends all throughout Respondent's INITIAL BRIEF.

Respondent's Second MOTION TO DISMISS

We as Appellants filed our original INITIAL BRIEF and DESIGNATION OF MATTER by the due date on March 13, 2013, after which attorney Moss had thirty days until April 12th to complete Respondent's INITIAL BRIEF. However, on March 15th, Respondent's attorney filed a PETITION, asking for an extension of time of 45-days beyond the normal 30-days allowed per RULE 208(a)(2) to file an INITIAL BRIEF, but offering no reason. On March 20th Appellants answered with a RETURN, stating that we had no objection to a reasonably long extension of time for good reason, but not for a 45-day extension with no reason. Then on March 29, 2013, the SC Court of Appeals sent out an ORDER signed by Chief Judge John Cannon Few, stating,

"Respondent is requesting an extension of forty-five (45) days to serve and file the

respondent's initial brief and designation of matter. Appellants have filed a return. The time for serving and filing the respondent's initial brief and designation of matter is hereby extended to May 13, 2013."

Rather than applying his efforts to producing Respondent's INITIAL BRIEF by the due date, attorney Moss instead chose to file yet another redundant MOTION TO DISMISS, OR IN THE ALTERNATIVE, TO STRIKE MATTER FROM APPELLANTS' INITIAL BRIEF AND DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL on April 29th. That forced Appellants to file yet another RETURN on May 9, 2013, stating,

"Appellants Elizabeth A. Crotty and James K. Orzech, hereby, submit their RETURN TO MOTION TO DISMISS, asking that RESPONDENT'S MOTION TO DISMISS dated April 29, 2013, be **denied**, in that Respondent's attorney Moss's prior MOTION TO DISMISS, dated November 18, 2012, covered essentially the same objections, which already have been **denied** by the Court of Appeals, so are therefore **moot**."

Regarding Respondent's ALTERNATIVE TO STRIKE MATTER FROM APPELLANTS' INITIAL BRIEF AND DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD OF APPEAL, we as Appellants agreed that our DESIGNATION OF MATTER could be shortened for the sake of simplicity, noting our intention to thoroughly review the DESIGNATION that we sent to the Court of Appeals along with our INITIAL BRIEF on March 13, 2012, and then, if necessary, to submit a MOTION to amend it. To that end, we as Appellants submitted our

MOTION TO AMEND AND REPLACE APPELLANTS' DESIGNATION OF MATTER with its Amended DESIGNATION OF MATTER, revised on May 24, 2013.

On July 2, 2013, the South Carolina Court of Appeals sent out an ORDER signed by Associate Judge Jasper M. Curitan, stating,

> "Respondent has filed a Motion to Dismiss, or in the Alternative, to Strike Matter from Appellants' Initial Brief and Designation of Matter. After careful consideration, we find Appellants' Initial Brief contains material that does not comply with the requirement of Rule 208(b)(1)(b), SCAR, that the Statements of Issue on Appeal 'be concise and direct to each issue.' Accordingly, we grant Respondent's motion and strike pages 1 and 2, as well as the non-enumerated paragraphs on page 3, from Appellants' Initial Brief. Appellant shall file an Amended Initial Brief within ten days. Appellants have filed a Motion to amend their Designation of Matter, which Respondent does not oppose. Appellants' Motion is hereby granted."

In other words, the Court effectively denied Respondent's second MOTION TO DISMISS, which was based on essentially the same procedural grounds as its first MOTION TO DISMISS. Further, the Court chose to strike just two-plus pages from Appellant's 50-page INITIAL BRIEF, accepted the remaining 47-plus pages as proper for inclusion, directly contrary to Respondent's claims of Appellants' INITIAL BRIEF being filled with inappropriate material. Now attorney Moss' same-old arguments, already rejected by the Court of Appeals multiple times, form the basis of Respondent's long-awaited INITIAL BRIEF.

Back to First Principles

As a scientist, Appellant Orzech has learned that upon confronting a hypothesis that relies upon excessive convolution and complication to reach a simple conclusion, such as attorney Moss' INITIAL BRIEF, it can be useful to go back to first principles. So let us first return to the years 1998 through 2001, before any of this happened.

- Windjammer Village of Little River, South Carolina, which once had been a campground and then a trailer park, had an old unused bathhouse on common land that the Property Owners' Association wanted to dispose of.

- For over thirty years prior WJV residents had used the old bathhouse as a common toilet facility, shower, laundry and mail drop, *accessing* it from either Little River Drive or Gamecock Circle, along an *access road* identified on the Plat as the 'Paved Driveway.'

- The residents decided to split the property into two lots, so as to sell off the lot with the old bathhouse for residential development, but to keep the lot that included the *access road* and the mailboxes as common property.

- WJV POA attempted to sell that property in 1998, but that sale did <u>not</u> go through.

- <u>In 1998</u> the POA made it a condition of the sale that the winning bidder must immediately build a costly, long 'Private Driveway' parallel to the existing 'Paved Driveway' *access road*, which was on common property, to the old bathhouse from Gamecock Circle, through

previously undeveloped forest land that was to be his or her sole entrance to the property and the only place on which he or she could park.

- There seems to have been an informal agreement between the POA and a potential buyer named 'James Hackert' in 1998 for a $3,000 price reduction to compensate him for the cost of building that costly, long 'Private Driveway,' but that deal never closed.

In 2002 the POA again offered the old bathhouse property for sale with open bids starting at $35,000. Appellant Elizabeth Crotty was the only bidder. It is clear from contemporaneous documentary evidence (or lack thereof) from that year that the POA:

- Did **not** make it a condition of sale in 2002 that the winning bidder must immediately build a costly, long 'Private Driveway' parallel to the existing 'Paved Driveway' *access road*, which is on common property, to the old bathhouse from Gamecock Circle, through previously undeveloped forest land that was to be her sole *entrance* to the property and the only place she could *park*; **nor** did it offer the Ms. Crotty a $3,000 rebate to finance the construction of such a costly, long 'Private Driveway,' since it then was not required.

The POA notified Ms. Crotty by letter that it had accepted her bid for the property, but again WJV POA failed to disclose to her any requirements that she must immediately build a costly, long 'Private Driveway' parallel to the existing 'Paved Driveway' *access road*, which is on common property, to the old bathhouse from Gamecock Circle, through previously undeveloped forest land that was to be her sole *entrance* to the property and the only place she could *park*. Plaintiff/Appellant Crotty would not have bid on the property ***if*** Respondent WJV

POA had required any of the above of her, which it did not. She signed a Sales Contract to purchase the old bathhouse property from the POA in May 2002, which included the statement:

> "... It is further agreed that ***access*** to this property shall be ***from*** Gamecock Circle. This paragraph shall survive the closing. ..."

When Plaintiff Crotty signed that Sales Contract in 2002, she fully expected that as the new owner, she could park in front of the old bathhouse, which she then was remodeling into a magnificent new home, as long as she ***accessed*** her property ***from*** Gamecock Circle along the 'Paved Driveway' ***access road***, since:

- That was the long-established *parking* scheme for the old bathhouse, with the 'Paved Driveway' ***access road*** having accommodated two-way traffic for over thirty years by then.

- In 2002 there was no way at all to ***enter*** the old bathhouse property ***from*** Gamecock Circle, since that part of her lot abutting Gamecock Circle was then a dense forest on a steep slope.

- In 2002 there was no other way to ***access*** the old bathhouse property ***from*** Gamecock Circle, other than along the *access road* known on the Plat as the 'Paved Driveway,' which by then had permitted two-way traffic for over thirty years.

- In 2002 no one representing Windjammer Village ever mentioned anything to the contrary to her prior to the sale, or required her to sign any agreement other than the Sales Contract.

- There is no way that Appellant Crotty reasonably could have extrapolated from the statement in the Sales Contract that Respondent WJV POA intended to abolish her *parking* rights in front of her own home or to deny her free usage the common 'Paved Driveway' *access road*, as enjoyed by all other Windjammer Village members, residents and visitors.

At the time of the sale, as now, WJV Restrictions-Rules-Regulations ('Roadways' Section II, paragraph 4) states,

> "No vehicle shall park on, or have ***access*** to or from Little River Drive, (exceptions include specific deeded RV sites having a 'drive-through' from Little River Drive to the circle road),"

Which the old bathhouse property should have qualified for anyway.

- The 'drive-through' exception would have allowed Plaintiffs ***access*** to the old bathhouse property along the 'Paved Driveway,' both ***from*** the Little River Drive and ***from*** the Gamecock Circle direction, ***if*** WJV POA had not otherwise specified in the Sales Contract "***access*** to this property shall be ***from*** Gamecock Circle."

- By utilizing the word ***access*** rather than ***entrance*** in the Sales Contract, the POA kept its wording and meaning in line with its own Restrictions-Rules-Regulations.

When the Sales Contract was signed in May 2002, there was no way to ***enter*** the old bathhouse property directly from Gamecock Circle until three years later. In 2005, when Appellant Orzech became an owner in Joint Tenancy, we voluntarily cleared the dense forest and

graded the steep land to put in a short private driveway to our new garage, never intending that by doing so we *somehow* would forever be disqualified from ***accessing*** our home ***from*** Gamecock Circle along the 'Paved Driveway' ***access road*** and ***parking*** in our own front yard, as before. Indeed, the POA did not enforce any limitations on our ***access*** and ***parking*** until June 2007 – five full years after the sale and two full years after our driveway went in. ***If*** Respondent POA had intended to limit Appellants reasonably expected *access*, *parking* or easement rights,

- There are words in the English language that could have been incorporated both into the Sales Contract and into the Deed, as known and published restrictions, to make those points clear without ambiguity, **but those words were not chosen.**

- Cloaking such intentions in language that was so vague, ambiguous or misleading, as in the Sales Contract, would have constituted a **fraudulent sale**.

The **Title to Real Estate** issued to Ms. Crotty in 2002 made no reference to the statement in the Sales Contract, regarding *access*, nor to any deed restriction limiting *parking* on said property, nor to any requirement to build a long, private driveway, as the sole authorized *parking* place, then or at any time in the future, nor to any future denial of easement rights along the common 'Paved Driveway' *access road* to prevent her from parking in front of her home.

- *If* Respondent POA had intended to restrict a buyer's usage of the old bathhouse ('B00') property in any such ways, there are procedures under SC law that the POA could have employed to attach 'deed restrictions' prior to the sale, but no such actions were taken.

The wording of the 2002 Sales Contract demands that we ***access*** our property ***from*** Gamecock Circle, including along the 'Paved Driveway,' so therefore, we (Appellants Crotty and Orzech) should be able to *park* in the convenient, shady spots in our own front yard without the POA's chronic, unwarranted, incessant, annoying and punitive harassment. At the time of the Sale in 2002, as now, Windjammer Village Restrictions-Rules-Regulations (Attachment #2 'Security Regulations & Procedures, para. 6a, 'Parking in Windjammer Village') stated,

> "Vehicles of residents and their guests must be parked on their lot or in designated parking spaces."

Prior to accepting her bid and selling the old bathhouse property to her, Respondent Windjammer Village Property Owners' Association never disclosed to Appellant Elizabeth A. Crotty, verbally or in writing, that the POA might or would ever restrict her property rights by:

- Immediately or at any time, demanding that she incur the considerable additional expense of clearing trees and putting in a costly, long, private driveway from Gamecock Circle to the old bathhouse, parallel to the existing 'Paved Driveway' *access road.*

- Wrongfully insisting that the then non-existent private driveway must be her sole *access* to her property or her only authorized *parking* location.

- Capriciously changing the traffic flow along the *access road* in front of her home to 'One Way' from the Little River Drive direction, thus impeding her contractually agreed upon and legally guaranteed *access* to her yard *from* Gamecock Circle along that 'Paved Driveway.'

- Arbitrarily denying her easement for the free usage of the common property adjacent to and in front of her home – unlike for any other POA Member in good standing.

- Not permitting her to *park* anywhere she chose on the old bathhouse (e.g. 'B00') property.

- Brazenly proposing a Referendum on a Mail-In Ballot sent out to all POA Members to rip out and remove the *access road* in front of her home, known on the Plat as the 'Paved Driveway,' in violation of SC Law, expressly to deny her and Appellant Orzech ***access*** to their property, but couched under the thin veil of "creating a garden/park for the village."

The Trial Court's Fundamental Error

Case No. 2009-CP-26-10523 in the Court of Common Pleas, Fifteenth Judicial Circuit, (Crotty and Orzech vs. the Windjammer Village Property Owners' Association) began as Plaintiffs' attempt to obtain an Injunction to stop Defendant WJV POA from tearing out the *access road* in front of their home, known as the 'Paved Driveway,' if the Board of Directors' Mail-In Referendum passed, which it ultimately did. The Trial Judge approved that Injunction, declaring that the removal of an *access road* shown on the Plat would violate SC Law.

However, on May 28, 2010, Defendant WJV POA had filed DEFENDANT'S ANSWER AND COUNTERCLAIM through their then-attorney Roger Roy. As discussed in detail in our INITIAL BRIEF, we as Plaintiffs never understood that these counterclaims were anything other than arguments against the Injunction that we sought, until we found ourselves in the Trial of June 22-23, 2011, for which neither we nor our attorney were prepared. So we won on the Injunction, but lost nearly everything else, which decisions we now are Appealing.

Please remember that the actual Sales Contract for the old bathhouse property that Ms. Crotty signed in May 2002 had a clause in it that states,

> "... It is further agreed that **access** to this property shall be ***from*** Gamecock Circle. This paragraph shall survive the closing. ..."

The Sales Contract does **not** contain the word '*entrance*' or anything similar. It says **access,** which has a separate and distinct meaning from '*entrance*' or '*enter*,' as Appellants spell out in great detail on pages 28-31 of our INITIAL BRIEF.

However, Defendant's Counterclaims: FOR THE FIRST CAUSE OF ACTION (Breach of Contract), Paragraph **4** through **6** stated, ...

4. That on or about May 13, 2002, Plaintiff Crotty and Defendant did enter into a binding contract for the purchase of the bathhouse property (attached as Exhibit "A").

5. That pursuant to the terms of the contract, Plaintiffs agreed to **enter** their property off of Gamecock Circle, thereby breaching the terms of the contract.

6. That as a direct and proximate result of the Plaintiffs breach, the Defendant has suffered damages as a result of Plaintiffs' actions.

Paragraph **5** of Defendant's Counterclaim is provably fallacious and just plain wrong. We as Plaintiffs never agreed to **enter** our property from Gamecock Circle. However, we did agree

to **access** our property from Gamecock Circle. For the entire Trial, the Judge and both attorneys used those two words interchangeably, but most often saying **entrance** or **enter**, rather than **access**, while Plaintiffs Crotty and Orzech complained over and over again to our then-attorney without effect.

For many years we (Crotty and Orzech) insisted that the Sales Contract says ***access*** and not ***entrance*** every time we got into a heated discussion at a POA Board Meeting on that subject. No matter how logical were our arguments or how hard we tried, we usually would fail to convince anyone, except after the one time we won the debate, members of the POA Board almost immediately put up a 'One-Way' sign on the 'Paved Driveway' *access road*, without any formal approval process or vote, effectively blocking our ***access*** to our property from Gamecock Circle along the 'Paved Driveway' *access road* without being in violation of the signage.

Conclusion

The Trial Judge erred at the June 2011 Trial because he did not take note that the basic premise of Defendant's Counterclaims was in error. He erred again at the August 2012 Hearing because he failed to correct his prior error after Plaintiffs/Appellants pointed it out to him both in our written MEMORANDUM REQUESTING THAT THE COURT RE-VISIT THE FINAL ORDER IN THE NAME OF JUSTICE, which the Court accepted as a Rule 60(b), SCRCP Motion, and in our oral statements in Court that day, as shown in the Transcript.

Given that the basic underpinnings of the Trial Court's FINAL ORDER was based on a Counterclaim that was overtly fallacious, 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) 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.

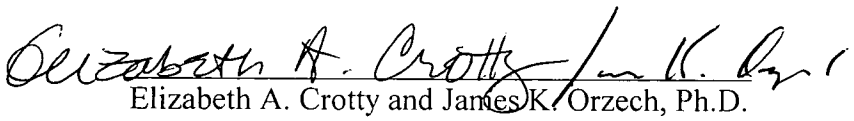
(2) Granting PERMANENT STATUS to the ORDER FOR TEMPORARY INJUNCTION by The Honorable Larry B. Hyman, Jr., dated October 28, 2009, which stated in part:

> "... 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 dated May 15, 2012, and filed with the Office of the Registrar of Deeds for Horry County to be withdrawn.

(4) Ordering that COSTS, amounting to $1,933.24 that we paid to Respondent's attorney in November 2012 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

November 22, 2013

Other Counsel of Record

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

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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Steven H. John, Presiding Judge

Case No. 2009-CP-26-10523

Appellate Case No. 2012-213287

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

v.

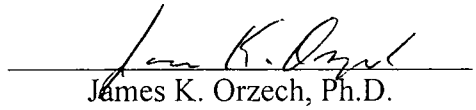
Windjammer Village of Little River, Property Owners' Association, a South Carolina Eleemosynary Corporation, Respondent.

PROOF OF SERVICE

I certify that I have served one copy of Appellant's REPLY BRIEF 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

2148 Gamecock Circle
Little River, SC 29566
(843) 281-2299

November 22, 2013