

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Mikell R. Scarborough, Master in Equity

Appellate Case No. 2026-001151

Brownswood Farms Property Owners Association, Inc.,Appellant,

v.

Corey B. Prescott and Corey S. PrescottRespondents.

**APPELLANT’S MEMORANDUM REGARDING TIMELINESS OF SERVICE OF
NOTICE OF APPEAL**

I. INTRODUCTION

The Court of Appeals issued a letter on May 19, 2026, requesting that Appellant, Brownswood Farms Property Owners Association, Inc. (“Brownswood”), submit a memorandum addressing the issue of whether Brownswood had timely filed and served its appeal. This memorandum is submitted to address the issue posed by the Court.

II. BACKGROUND

To address the issue, it is important to know the recent procedural history in this action. Brownswood brought this action to foreclose a lien for unpaid assessments and other charges owed by Corey B. Prescott and Corey S. Prescott (“Prescotts”). On March 11, 2026, the Prescotts filed

a motion for “emergency relief” (hereinafter, the “Emergency Motion” and attached as **Exhibit A**). Only five days later, on March 16, 2026, the Master-in-Equity held a hearing on the Emergency Motion. Immediately following the hearing, the Master-in-Equity issued an order (“Order”) that released Brownswood’s lien from the property to allow the Prescotts to sell the property to a third party. The Order was issued without an evidentiary hearing¹ on the amount secured by the lien and released Brownswood’s lien for the amount of \$2,573.32, which was the amount Brownswood contended was owed on July 12, **2023**. At the hearing on Prescotts’ Emergency Motion, Brownswood requested that, if the lien was to be released, the Master-in-Equity should require a payment or a bond that would take into account the current amount secured by the lien, as well as the amount the lien may secure through the time of trial, which was scheduled for May 19, 2026. However, the Order denied Brownswood’s request. The Prescotts sold the property on March 26, 2026.

On March 26, 2026, Brownswood timely filed and served a Motion to Alter or Amend Order, pursuant to Rule 59(e), SCRCPC (hereinafter, “59(e) Motion”). A copy of the 59(e) Motion is attached as **Exhibit B**. Brownswood also filed a Notice of Appeal with this Court on March 26, 2026, as Brownswood believed that, pursuant to *Hudson v. Hudson*, 290 S.C. 215, 349 S.E.2d 341 (1986), such an appeal was allowed while an appellant’s Rule 59(e) Motion was pending. Because the Order affected a substantial right and operated as a summary judgment ruling on its foreclosure cause of action by extinguishing Brownswood’s lien, the Order is immediately appealable. *See RM Contractors, LLC v. Wiggins*, 294 N.C. App., 903 S.E.2d 365 (Ct. App. 2024) (trial court order that struck appellant’s lien was immediately appealable because, although it was an interlocutory order, the order affected a substantial right of the appellant). Nonetheless, on April

¹ Or, adequate notice of an evidentiary hearing.

2, 2026, this Court issued an order dismissing Brownswood's appeal because of the pending 59(e) Motion. The remittitur was issued by the Court on April 22, 2026.

As shown by the emails attached as **Exhibit C**, since Brownswood filed its 59(e) Motion, Brownswood has, on at least six occasions, requested that the Master-in-Equity rule on the 59(e) Motion to enable it to pursue its right to appeal. However, as shown by the Master-in-Equity's emails to the parties, he declined to issue a ruling on the 59(e) Motion until the parties appeared for the trial scheduled for May 19, 2026. Brownswood was therefore faced with going through the time and expense of a trial in a foreclosure action with no lien to secure the debt owed to it – in its current posture, this case would be tried purely for a personal judgment. Unable to secure a timely ruling on its 59(e) Motion, Brownswood withdrew its 59(e) Motion and simultaneously filed and served a Notice of Appeal on May 18, 2026.

III. GOVERNING LAW

Rule 203(b)(1), SCACR, provides that a notice of appeal must be served within thirty days after receipt of written notice of entry of the order or judgment. However, the rule further provides that when a timely motion to alter or amend the judgment pursuant to Rule 59(e), SCRCR, has been made, "the time for appeal for all parties shall be stayed and shall run from receipt of written notice of entry of the order granting or denying such motion." Rule 203(b)(4), SCACR, provides that "the notice of appeal from an order or judgment issued by a master or special referee shall be served in the same manner as provided by Rule 203(b)(1)." Likewise, Rule 59(f), SCRCR, states that "the time for appeal for all parties shall be stayed by a timely motion under this Rule and shall run from the receipt of written notice of entry of the order granting or denying such motions."

South Carolina appellate courts have recognized that a timely Rule 59(e) motion tolls the time for appeal while the motion remains pending. In *Otten v. Otten*, 287 S.C. 166, 337 S.E.2d 207

(1985), the South Carolina Supreme Court stated that “when such a motion is made, the time for appeal from the judgment begins to run from the time of the order granting or denying the motion.” *Otten v. Otten*, 287 S.C. 166, 167, 337 S.E.2d 207, 208 (1985).

Brownswood is unable to find any reported South Carolina appellate court case involving the tolling of time to file an appeal when the appellant withdraws its Rule 59(e) motion. However, there is a federal court case dealing with the issue. *See Gardner v. Newsome Chevrolet-Buick, Inc.*, 304 S.C. 328, 330, 404 S.E.2d 200, 201 (1991) (“Since our Rules of Procedure are based on the Federal Rules, where there is no South Carolina law, we look to the construction placed on the Federal Rules of Civil Procedure.”).

IV. DISCUSSION

In *U.S. v. Rodriguez*, 892 F.2d 23 (2nd Cir. 1989), a key issue was whether the government’s notice of appeal was timely. *Rodriguez*, 892 F.2d at 235. The district court entered a sentence on January 13, 1989. *Id.* The government then filed a motion for reconsideration of the sentence on February 9, 1989. *Id.* The Court of Appeals noted that the motion for reconsideration “stopped the running of the time period clock.” *Id.* On March 6, 1989, the government sent a letter to the district court withdrawing its motion for reconsideration. *Id.* On March 15, 1989, the district court endorsed the motion for reconsideration as “denied as withdrawn,” and on that same day, the government filed its notice of appeal.” *Id.* The government argued that “if a motion for reconsideration that is ultimately denied stops the running of the FRAP 4(b) appeal period until the motion is decided, a motion that is ultimately withdrawn has the same effect – at least until the day it is withdrawn.” *Id.* at 235-36. The Second Circuit Court of Appeals stated that “[t]he question of whether a withdrawn motion for reconsideration tolls the time for appeal under FRAP

4(b) seems to be one of first impression.” *Id.* at 236. The Court of Appeals was unable to locate any court that considered the issue. *Id.* The Court then held:

“Nevertheless, we agree with the government that the filing of the motion for reconsideration stayed the running of the time for appeal under FRAP 4(b), even though the motion was withdrawn on March 6. We need not decide whether the time period was tolled only until March 6, when the motion was withdrawn, or until March 15, when the district court acknowledged that the motion was withdrawn and denied it on that basis; in either event, the subsequent notice of appeal was timely, because it was filed within 30 days of either of those two dates as required by FRAP 4(b).”

Id.

In the present case, the time for filing the Notice of Appeal from the Master-in-Equity’s March 16, 2026, Order was stayed by the filing of Brownswood’s Rule 59(e) Motion on March 26, 2026. When Brownswood was unable, after at least six requests to the Master-in-Equity, to obtain a ruling on its 59(e) Motion, Brownswood withdrew its 59(e) Motion on May 18, 2026, and filed its Notice of Appeal that same day. Under the holding in *Rodriguez*, Brownswood’s Notice of Appeal was timely filed.

V. CONCLUSION

For the foregoing reasons, Brownswood respectfully submits that its Notice of Appeal was timely filed.

Respectfully submitted,

s/ Dean A. Hayes

Dean A. Hayes (SC Bar No. 66066)
Valerie Garcia Giovanoli (SC Bar No. 102524)
MCCABE TROTTER & BEVERLY, PC
4500 Fort Jackson Blvd., Suite 250
Columbia, South Carolina 29209
Phone: (803) 724-5000 Fax: (803) 724-5001
Email: Dean.Hayes@mccabetrotter.com
ATTORNEYS FOR RESPONDENT

May 29, 2026
Columbia, South Carolina

Board of Directors either existed, were elected or formerly approved of this action. Exhibit A, MJS Subpoena response. Board of Director approval is required under the Declarations.

Defendants entered into an agreement to sale the House, and Closing is scheduled for March 26, 2026. Defendants and the closing attorney have repeatedly requested a payoff from Plaintiff. Defendants have received figures ranging from \$6,000, \$14,000 and \$15,000 as the amount claimed. Finally, on Monday, Plaintiff sent a payoff letter in response to a threat from a realtor, but the letter reveals a payoff thousands of dollars higher than an amount asserted days before and is only good for the same day it was given. This makes the payoff essentially useless and is another example of Plaintiff attempting to create legal fees and costs for profit.

The alleged payoff consists entirely of attorneys' fees Plaintiff's management company has generated to avoid the mistakes it has made in directing the filing of this action without authority and refusing to provide a payoff when requested. Worse now, Plaintiff is attempting to use the pending sale as leverage to recover an exorbitant amount which consists almost entirely of attorneys' fees.

Moreover, Plaintiff was required to provide information pursuant to Defendants' requests for production and interrogatories substantiating the amounts it claims. It has not done so and has not supplemented responses to attempt to verify this new amount.

This action is one in equity and equitable principles control it. Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 249, 715 S.E.2d 348, 353 (Ct. App. 2011). Plaintiff's conduct in refusing to provide a payoff and inflating its fees are improper and in bad faith. Moreover, Plaintiff finally admitted it has no minutes or documents to show either a board existed in 2022 or that the board authorized the foreclosure. Instead, its management company, MJS, Inc., and individuals, who have only recently appeared and claim no knowledge of this action until this

year, are directing this litigation and attempting to take advantage of the pending sale to coerce an inflated payoff, which represents approximately 1400 percent over the HOA dues allegedly owed.

Emergency action is necessary. Defendants have learned and have advised Plaintiff repeatedly that the buyers are threatening to walk and potentially bring a lawsuit against all involved if the transaction does not close on March 26. According to the Buyer's lender, resolution must be obtained by Monday, March 16, 2026.

Defendants request that the Court issue an Order in response to Plaintiff's inequitable conduct extinguishing the HOA lien so that the potential purchase may go through or in the alternative allow Defendant to deposit a reasonable sum into the Court from the proceeds of the sale which will allow the potential buyer to purchase the House with no lien by the HOA.

Counsel for Defendants attempted to resolve this dispute with counsel for Plaintiff on multiple occasions and notified him of the potential Buyer's ultimatum, but Plaintiff's counsel did not respond.

WALKER WILLCOX LAW, LLC.

By: s/Walker H. Willcox
Walker H. Willcox #72608
1947 Hoffmeyer Road, Suite A
Florence, SC 29501
(843) 286-5551 - Tel.
Email: walker@walkerwillcoxlaw.com
Attorney for the Defendants

March 11, 2026

Walker Willcox

From: Chuck Webb <Chuck@mjsmgt.com>
Sent: Thursday, September 18, 2025 3:51 PM
To: Walker Willcox
Subject: Brownswood Farms POA v. Corey Prescott
Attachments: Prescott Demand.pdf; Prescott - 1501 Thoroughbred Blvd foreclosure statement.pdf; Prescott - 1501 Thoroughbred Blvd 2.16.21.pdf; Brownswood Farms (Prescott) Dwelling Maint. (clean dwelling), Lot 15 (6-27-2024) bv.pdf; Brownswood Farms (Prescott) 2nd Dwelling Maintenance (pressure wash home), Lot 15 (8-16-2024) bv.pdf

Mr. Willcox, please disregard my previous email as it included a chain of emails that should not have been included.

However, the following internal notes in our MJS system should have been included as part of the response:

As of 1/6/25, Per MTB: "We are currently waiting for the Court to respond to emails requesting a hearing on the Defendant's Motion for Summary Judgment."

On 3/31/25, MTB filed motion for summary judgement

And as of 7/8/25, HO only wants to pay assessments. It looks like they have non-compliance fees on their account. MTB is scheduling a final hearing

From: Chuck Webb
Sent: Thursday, September 18, 2025 3:46 PM
To: walker@walkerwillcoxlaw.com
Subject: FW: Prescott

Please see attached the correspondence that is responsive to the subpoena to MJS.

With regard to request 4, the sole shareholder of MJS, Inc. is Marion Judson Smith.

With regard to request 5 and request 6, based upon information and belief, there are no meeting minutes of Board meetings or annual meetings.

Thanks.
Chuck

Charles J. Webb
Vice President of Operations
MJS Inc
4910 Trenholm Rd. Suite C
Columbia, SC 29206
Phone (803) 743-0600
Fax (803) 728-8789

**EXHIBIT
B**

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Brownswood Farms Property Owners
Association, Inc.,

Plaintiff,

vs.

Corey B. Prescott and Corey S. Prescott,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT

CASE NO.: 2023CP1002555

**PLAINTIFF’S MOTION TO ALTER OR
AMEND ORDER, PURSUANT TO RULE
59(e), SCRPC**

(20135.12)

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, Brownswood Farmers Property Owners Association (“Plaintiff”) respectfully moves for this Court to alter or amend its judgment entered on March 16, 2026 (“Order”). This motion is timely filed within ten (10) days of Plaintiff’s receipt of written notice of the entry of the judgment, as required by SCRPC Rule 59(e), SCRPC.

The parties appeared before the court for a non-evidentiary hearing on Defendants’ *emergency* motion (the “Motion”) in which Defendants sought to extinguish Plaintiff’s lien against the property subject to this action to enable Defendants to sell the property. In this Court’s order, the Court ordered that the defendants, Corey B. Prescott and Corey S. Prescott (Defendants”) pay the amount of \$2,573.32 to have Plaintiff’s lien on the property at issue in this foreclosure action released so that the property could be sold to a third party free and clear of Plaintiff’s lien. This left the Plaintiff with an unsecured lien on the remaining debt owed by the Defendants. This was an abuse of discretion by the Court.

There is no question that the property at issue in this case was subject to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for

Brownswood Farms (“Declaration”) that were filed with the Charleston County Register of Deeds and the relevant portions of which were attached to the summons and complaint as Exhibit A in this case. There is also no question that Section 7.1 of the Declaration provides that assessments, together with interest, and the Plaintiff’s costs of collection, including attorney’s fees, late fees, administrative fees and charges, are a charge on the land and a continuing lien on the property.

“Restrictive covenants are contractual in nature and bind the parties thereto in the same manner as any other contract.” *Seabrook Island Property Owners Ass’n v. Pelzer*, 292 S.C. 343, 347, 356 S.E.2d 411, 414 (Ct. App. 1987). A court is without authority to alter an unambiguous contract. *See U.S. Bank Trust, N.A v. Bell*, 385 S.C. 364, 372, 684 S.E.2d 199, 203-04 (Ct. App. 2009) (Trial court erred by using its equitable powers to deny interest due to the mortgagee under the terms of the mortgage). *See also Bank v. Wingard Properties*, 394 S.C. 241, 254-55, 715 S.E.2d 348, 356 (Ct. App. 2011) (When providing for an equitable remedy, the court may not ignore states, rules, and other precedent, as “[t]he court’s equitable powers must yield in the face of an unambiguously worded statute.”) (citations omitted). Therefore, it was an abuse of discretion for the Court to release the lien on the property, especially without an evidentiary hearing regarding the amount secured by the lien.

Even if the Court was inclined to release the lien, the lien should not have been released for the amount of \$2,573,32, which was the amount due on July 12, 2023. Plaintiff’s attorney stated at the non-evidentiary hearing that the amount secured by the lien had increased considerably, mostly due the actions of Defendants. Plaintiff’s attorney also requested that, if the Court was going to release the lien, an additional \$8,000.00 be added to the debt to cover the costs of any trial. This was denied by the Court. If the Court was going to release Plaintiff’s lien to allow the sale to go through, the Court should have set a bond that would have covered any

potential loss by the Plaintiff. *See* S.C. Code Ann. Sections 18-9-170 (bond required to stay execution of judgment directing the sale or delivery of property when the judgment is on appeal) and 29-5-110 (bond for release of mechanic's lien).

Additionally, this Court's dispositive ruling on Defendants' emergency Motion was tantamount to summary judgment, without affording Plaintiff the due process to which it was entitled. This Court's specifically found, "the only evidence presented to support the POA's filed lien is an itemized statement..." The Defendants failed to submit any evidence, whether by affidavits, deposition testimony, or discovery responses, as required by the South Carolina Rules of Civil Procedure. Despite many factual issues in dispute, the Court rendered a summary disposition order in favor of Defendants. Such ruling is akin to that found in the case of *Sea Pines Co. v. Kiawah Island Co.*, where the South Carolina Supreme Court held that a trial judge has the authority to vacate a mechanic's lien, and that this authority "may be somewhat likened to a judge's authority to grant a summary judgment if there is no genuine issue of material fact to be determined, or his authority to direct a verdict when the evidence is susceptible of only one reasonable inference. *Sea Pines co. v. Kiawah Island Co., Inc.*, 268 S.C. 153, 157, 232 S.E.2d 501, 502 (1977). The Supreme Court held, however, the judge to whom an application for relief is made may not try disputed facts. *Id.* In that case, the trial court vacated a mechanic's lien, without a trial on the disputed facts/issues. *Id.* The South Carolina Supreme Court found the trial court erred in vacating and discharging the lien and the lienor was entitled to reversal and remand to the lower court to resolve the factual disputes properly. *Id.* at 160, 232 S.E.2d at 504. Likewise, Plaintiff is entitled to a trial on the disputed facts and issues in this case, before the Court can vacate/extinguish its lien.

For the reasons set forth above, Plaintiff respectfully requests that the Court alter the Order by reversing the Court's decision to release the lien. If the Court denies Plaintiff's request regarding releasing the lien, the Court should require that Defendants post a bond in an amount that will cover not only the current amount secured by the lien, but an additional \$8,000.00 to cover the estimated future expenses that may be incurred to try this case.

Respectfully submitted,

/s/ Dean A. Hayes

Dean A. Hayes, SC Bar No. 66066
MCCABE, TROTTER & BEVERLY, P.C.
4500 Fort Jackson Blvd., Suite 335
Columbia, South Carolina 29209
Phone: (803) 724-5000 Fax: (803) 724-5001
Email: Dean.Hayes@mccabetrotter.com
ATTORNEY FOR PLAINTIFF

March 25, 2026
Columbia, South Carolina

EXHIBIT
C

Valerie Giovanoli

From: Valerie Giovanoli
Sent: Friday, May 15, 2026 3:09 PM
To: Dean Hayes; Mikell Scarborough; Walker Willcox
Cc: Theron Coetzee; MIELawClerk; Martha S. Dennis
Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12
Attachments: 20135.12 (-filed) Plaintiff's Memo in Response to Defendants' Motion for Civil Contempt and Equitable Relief.pdf
Categories: Filed to Clio

Judge Scarborough,

Plaintiff has filed its memorandum in response to Mr. Willcox's motion for contempt against Plaintiff as well as our supplement to the Plaintiff's Rule 59e motion. We bring this to your attention, as a matter of equity, because we believe the evidence is important. As you will see from our memo and exhibits, in response to a subpoena to the closing attorney we have found:

1. At the time Defendants' motion for "emergency" relief was filed, Defendants and their counsel were aware of the payoff amount and confirmed they were moving forward to closing in spite of their dispute with the payoff – rendering the "emergency" motion unnecessary to ensure the sale would go through;
2. Defendants entered into an escrow agreement to allow the closing attorney to hold \$25k in escrow to allow closing to proceed; and
3. Defendants' profited approximately \$224,000 from the closing, not including the additional \$25k held in escrow until the HOA's debt dispute is resolved.

Respectfully, we hope this information will be considered in our renewed request for a ruling on our Rule 59e motion. We acknowledge we have asked for this multiple times and mean no disrespect to your Honor's prior decision to withhold ruling until trial. But, in light of the newly discovered evidence, we must renew that request.

Thank you for your consideration and patience with us.

Very respectfully,
Valerie

Valerie Garcia Giovanoli
Managing Shareholder
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd, Suite 335
Columbia, SC 2920

<https://mccabetrotter.com/>

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<https://g.page/r/CRMUDVXyA5mCEAE/review>



McCABE, TROTTER & BEVERLY, P.C.



 I'm a CAI member.
Click here to find out why you should be one, too.

From: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Sent: Friday, May 15, 2026 3:00 PM
To: Mikell Scarborough <master@charlestoncounty.org>; Walker Willcox <walker@walkerwillcoxlaw.com>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; MIELawClerk <MIELawClerk@charlestoncounty.org>; Martha S. Dennis <MDennis@charlestoncounty.org>
Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Judge Scarborough:

Attached are a copy of a filed motion and a copy of a filed memorandum that were filed in this case yesterday.

Thanks.

Dean

From: Mikell Scarborough <master@charlestoncounty.org>
Sent: Tuesday, April 28, 2026 5:05 PM
To: Walker Willcox <walker@walkerwillcoxlaw.com>; Dean Hayes <Dean.Hayes@mccabetrotter.com>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; MIELawClerk <MIELawClerk@charlestoncounty.org>; Martha S. Dennis <MDennis@charlestoncounty.org>
Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Gentlemen of Record:

I have confirmed that this matter is set for a trial on the merits to come before me on May 19. if needed. I strongly recommend counsel for both parties be prepared for trial on May 19 at 10 am- with ALL the witnesses you need to present your case. I am willing to entertain your motions at that time and will be prepared to rule from the bench at the close of testimony and argument of counsel on all motions and matters to come before me at that time.

As I understand, Plaintiff's appeal, they seek a hearing on the merits.

I will await the memo from counsel for the Defendants to support their position upon its receipt.
I hope that this message is clear to all involved.

Mikell R. Scarborough
Master In Equity
Charleston County
100 Broad St., Ste.266
Charleston, SC 29401
(843) 958-5070

From: Walker Willcox <walker@walkerwillcoxlaw.com>
Sent: Tuesday, April 28, 2026 7:42 AM
To: Dean Hayes <Dean.Hayes@mccabetrotter.com>; Mikell Scarborough <master@charlestoncounty.org>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; MIELawClerk <MIELawClerk@charlestoncounty.org>; Martha S. Dennis <MDennis@charlestoncounty.org>
Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

I want to point out that Plaintiff caused this problem by filing a Rule 59 motion and then an appeal later the same day. Plaintiff knew filing the appeal was wrong, but it filed the appeal anyway to interfere with the closing. The Court of Appeals has released jurisdiction, and my plan is to file a motion to enforce the order. I will try to get that motion filed in the next day or two.



Walker H. Willcox
Attorney

843-286-5551
walker@walkerwillcoxlaw.com
1947 Hoffmeyer Rd. Suite A
Florence, SC 29501

From: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Sent: Monday, April 27, 2026 6:17 PM
To: Walker Willcox <walker@walkerwillcoxlaw.com>; Mikell Scarborough <master@charlestoncounty.org>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; MIELawClerk <MIELawClerk@charlestoncounty.org>

Martha S. Dennis <MDennis@charlestoncounty.org>

Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Judge Scarborough:

Attached please find the remittitur dated April 22, 2026, from the South Carolina Court of Appeals remitting this matter to the Charleston County Master-in-Equity. On that same date, counsel received notice that this case has been scheduled for trial before the Master-in-Equity on May 19–20, 2026.

Plaintiff respectfully renews its request again for a ruling on its pending Rule 59(e) motion. As the Court is aware, the absence of a ruling places Plaintiff in a difficult and prejudicial procedural posture: without a decision on the motion, Plaintiff is unable to meaningfully assess appellate options or incorporate the Court's reasoning into its trial preparation. In this respect, the timing of the ruling directly impacts both Plaintiff's trial strategy and its ability to preserve and pursue appellate rights. In light of the scheduled trial date, Plaintiff respectfully requests that the Court issue a ruling on or before May 5, to allow adequate time to address any implications of the Court's decision in advance of trial. If the Court prefers to hear argument on the motion, Plaintiff is available at the Court's convenience and will promptly coordinate a hearing.

Out of respect for the Court's schedule, Plaintiff raises one additional consideration. If a ruling on the motion cannot be issued within this timeframe, Plaintiff will evaluate whether to withdraw the motion in order to preserve its ability to seek appellate review prior to trial. We must ensure that our client's procedural rights are not inadvertently compromised.

We appreciate the Court's attention to this matter.

Thank you.

Dean

Dean A. Hayes
Shareholder
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd., Suite 335
Columbia, SC 29209
Main: (803) 724-5000
Direct: (803) 724-5006
Fax: (803) 724-5001
Email: dean.hayes@mccabetrotter.com



From: Dean Hayes

Sent: Thursday, April 9, 2026 5:23 PM

To: 'Walker Willcox' <walker@walkerwillcoxlaw.com>; 'Mikell Scarborough' <master@charlestoncounty.org>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>

Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; 'MIELawClerk' <MIELawClerk@charlestoncounty.org>; 'Martha S. Dennis' <MDennis@charlestoncounty.org>

Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Judge Scarborough:

Good afternoon. Attached is a copy of the court of appeal's order dismissing Brownswood Farm Property Owners Association, Inc.'s appeal because the 59(e) motion is still pending. We would appreciate your ruling on the Association's Rule 59(e) motion as soon as possible. Please let us know if you need anything further.

Thank you.

Dean

Dean A. Hayes

Shareholder

McCabe, Trotter & Beverly, P.C.

4500 Fort Jackson Blvd., Suite 335

Columbia, SC 29209

Main: (803) 724-5000

Direct: (803) 724-5006

Fax: (803) 724-5001

Email: dean.hayes@mccabetrotter.com



McCABE, TROTTER & BEVERLY, P.C.

From: Dean Hayes

Sent: Wednesday, April 1, 2026 4:13 PM

To: 'Walker Willcox' <walker@walkerwillcoxlaw.com>; Mikell Scarborough <master@charlestoncounty.org>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>

Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; MIELawClerk <MIELawClerk@charlestoncounty.org>; Martha S. Dennis <MDennis@charlestoncounty.org>

Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Judge Scarborough:

We received the check, but we have not cashed it since we filed the 59(e) motion and the appeal. Pursuant to the Court's instructions, we believe the check should be deposited with the Court.

I understand your thought that the order releasing the lien is an interlocutory order, and we agree that you're probably correct about it being interlocutory. However, we believe the order affects a substantial right of our client and is therefore immediately appealable. The covenants, which are a contract between the parties, provided that the debt owed to our client was secured by a lien on the property. In our opinion, releasing the lien substantially altered our client's rights in this case. Obviously, a debt secured by a lien on real property is more likely to be collectable than an unsecured debt. The attached case, *RM Contractors, LLC v. Wiggins*, is a 2024 North Carolina case that supports our position.

As for the statement that I was unable to provide a definitive amount owed at the time of the hearing, I respectfully disagree with that statement. I've attached a copy of the transcript, and a review of pages 14 through 16 of the transcript show I wasn't given an opportunity to provide a current payoff. Over my objections, the Court used the payoff I provided to Mr. Willcox on July 12, 2023. The July 12, 2023, payoff was part of an email exhibit attached to my memorandum and was submitted only to refute Mr. Willcox's claim that he requested a payoff and didn't receive one for several months.

We respectfully request that the Court rule on our Rule 59(e) motion so that we can pursue our appeal.

Please let me know if you have any questions.

Thank you.

Dean

Dean A. Hayes
Shareholder
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd., Suite 335
Columbia, SC 29209
Main: (803) 724-5000
Direct: (803) 724-5006
Fax: (803) 724-5001
Email: dean.hayes@mccabetrotter.com



From: Walker Willcox <walker@walkerwillcoxlaw.com>

Sent: Tuesday, March 31, 2026 4:56 PM

To: Mikell Scarborough <master@charlestoncounty.org>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>

Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>;

MIELawClerk <MIELawClerk@charlestoncounty.org>; Martha S. Dennis <MDennis@charlestoncounty.org>

Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Thank you Judge Scarborough. The Prescotts sent payment to McCabe Trotter as is shown in the attached letter, and the letter and payment were received on March 20. However, the lien was not released. Instead, the Plaintiff filed the Rule 59 motion and Notice of Appeal. My hope is that the Plaintiff will dismiss the appeal, and we can move to enforce the March 16, 2026, Order requiring the Plaintiff to release the lien.



Walker H. Willcox

Attorney

843-286-5551

walker@walkerwillcoxlaw.com

1947 Hoffmeyer Rd. Suite A

Florence, SC 29501

From: Mikell Scarborough <master@charlestoncounty.org>

Sent: Tuesday, March 31, 2026 4:47 PM

To: Walker Willcox <walker@walkerwillcoxlaw.com>; Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>

Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>;

MIELawClerk <MIELawClerk@charlestoncounty.org>; Martha S. Dennis <MDennis@charlestoncounty.org>

Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Dear Counsel:

I have been copied on your correspondence about this ruling and spoken with my staff who are added to this email chain.

The court's Form 4 ruling was intended to be an interlocutory order until the matter could be set for trial.

Mr. Hayes was unable to provide a definitive amount of the lien amount claimed due at the hearing— pending the proposed sale of the property which was set for last Friday as I recall – so a figure was set based upon the only figure in the record in support of the lien.

I am informed that the matter was set for trial on May 19-20, 2026. Those dates are still available if the parties desire to try the case to a conclusion in the near future. I do not expect an earlier date to get you before the court to entertain the 59 e motion.

I am hopeful the parties can come to an agreement to proceed to trial at that time – with live witnesses and proof of the lien amount claimed due. If not, I will entertain the 59 e motion at that time.

Mikell R. Scarborough
Master In Equity
Charleston County

100 Broad St., Ste.266
Charleston, SC 29401
(843) 958-5070

From: Walker Willcox <walker@walkerwillcoxlaw.com>
Sent: Tuesday, March 31, 2026 9:16 AM
To: Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>; Mikell Scarborough <master@charlestoncounty.org>
Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

To respond to this email, the holding in Hudson v. Hudson does not apply when a party files a Rule 59 motion before it files a notice of appeal, which is what happened in this case. Hudson v. Hudson, 290 S.C. 215, 216, n. 1, 349 S.E.2d 341, 342, n.1 (1986). Regardless, even if the holding applies, which is denied, the Plaintiff must notify the Court of Appeals and dismiss the appeal. Id. We contend the Plaintiff filed the notice of appeal to attempt to stop or at a minimum frustrate the sale of the Prescotts' house.



Walker H. Willcox
Attorney

843-286-5551
walker@walkerwillcoxlaw.com
1947 Hoffmeyer Rd. Suite A
Florence, SC 29501

From: Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>
Sent: Monday, March 30, 2026 7:45 PM
To: Walker Willcox <walker@walkerwillcoxlaw.com>; master@charlestoncounty.org
Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Good evening, Judge, Mr. Wilcox,

We would respectfully request a ruling on our 59e motion, pursuant to Hudson v. Hudson, 290 S.C. 215, 216, 349 S.E.2d 341, 341 (1986) (“[t]he service and filing of a Notice of Appeal before the filing of timely post-trial motions under Rule 59 by any party does not deprive the lower court of jurisdiction to consider the motions.”).

Thank you,
Valerie

Valerie Garcia Giovanoli
Managing Shareholder
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd, Suite 335
Columbia, SC 2920

<https://mccabetrotter.com/>

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<https://q.page/r/CRMUDVXyA5mCEAE/review>



McCABE, TROTTER & BEVERLY, P.C.

From: Walker Willcox <walker@walkerwillcoxlaw.com>

Sent: Thursday, March 26, 2026 3:25 PM

To: Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>; master@charlestoncounty.org

Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>

Subject: RE: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

The Plaintiff purported to serve the attached Notice of Appeal this morning. I assume that means Plaintiff believes the March 16 order is final and the Rule 59 motion is moot.

I note that the Plaintiff included the closing attorney’s assistant in the email, which we contend was an attempt by Plaintiff to block the sale of the Defendants’ home, despite the Court’s Order.

Defendants delivered payment of the lien amount to McCabe Trotter last week.



Walker H. Willcox
Attorney

843-286-5551
walker@walkerwillcoxlaw.com
1947 Hoffmeyer Rd. Suite A
Florence, SC 29501

From: Valerie Giovanoli <Valerie.Giovanoli@mccabetrotter.com>
Sent: Thursday, March 26, 2026 1:00 AM
To: master@charlestoncounty.org
Cc: WWillcox@willcoxlaw.com; Dean Hayes <Dean.Hayes@mccabetrotter.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; ljonas@cipollacox.com
Subject: Brownswood Farms POA v Corey Prescott, et al. (1501 Thoroughbred Blvd) / 2023CP1002555 / MTB File 20135.12

Dear Judge Scarborough,

Pursuant to Rule 59(g), SCRPC, please find attached Plaintiff's Rule 59e motion to reconsider, in the above referenced matter. The motion has been filed through the court's e-filing portal. Opposing counsel is copied here.

Thanks,
Valerie

Valerie Garcia Giovanoli
Managing Shareholder
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd, Suite 335
Columbia, SC 2920

<https://mccabetrotter.com/>

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McCABE, TROTTER & BEVERLY, P.C.



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May 29 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Mikell R. Scarborough, Master in Equity

Case No. 2023CP1002555
Appellate Case No. 2026-001151

Brownswood Farms Property Owners Association, Inc.,

Appellant,

v.

Corey B. Prescott and Corey S. Prescott,

Respondents.

PROOF OF SERVICE

I certify that I served the Appellant's Memorandum Regarding Timeliness of Service of Notice of Appeal on Corey B. Prescott and Corey S. Prescott on May 29, 2026 by emailing a copy to their attorney of record, Walker H. Willcox utilizing his email address listed in AIS as follows:

walker@walkerwillcoxlaw.com

s/ Dean Hayes
Dean Hayes (SC Bar 66066)
Valerie Garcia Giovanoli (SC Bar 102524)
McCabe, Trotter & Beverly, P.C.
4500 Ft. Jackson Blvd Suite 335
Columbia, SC 29209
803-724-5000
Dean.Hayes@mccabetrotter.com
Valerie.Giovanoli@mccabetrotter.com
ATTORNEYS FOR APPELLANT

May 29, 2026