THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-In-Equity

RECEIVED
JUN 25 2025
SC Court of Appeals

Case No. 2022-CP-40-1147

James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,..Appellants,

v.

WildeWood Sections I-IV Homeowners Association, Inc.,................................Respondent.

RECORD ON APPEAL

ALLEN BULLARD
Post Office Box 11886
Columbia, South Carolina 29211
(803) 779-3500
Attorney for Appellants

RICHARD H. WILLIS
JOHN G. TAMASITIS
BRANDON M. RATTRAY
1230 Main Street, Suite 330
Columbia, South Carolina 29201
(803) 567-4611
Attorneys for Respondent

SEAN A. O'CONNOR
3300 West Montague Avenue
Suite 211
North Charleston, South Carolina 29418
(843) 885-8005
Attorney for Respondent

INDEX

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT Civil Action No.: 2022-CP-40-01147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith, Plaintiffs, vs. WildeWood Sections I-IV Homeowners Association, Inc., Defendant.	)	**ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

This matter comes before the Court by way of Defendant, WildeWood Sections I-IV Homeowners Association, Inc.'s (the "HOA") Motion for Summary Judgment. Both parties submitted briefing, and the court heard arguments on April 18, 2024. After careful review and consideration, the Court **GRANTS** HOA's Motion.

INTRODUCTION

Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs") brought this declaratory judgment action seeking a declaration from the Court that (1) a January 1998 instrument assigning Wildewood Lot Restrictions, as mentioned in Plaintiffs' deeds and chains of title, to the HOA is invalid, (2) a February 1998 instrument imposing a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions is invalid, (3) the HOA does not have the authority to require Plaintiffs to pay a $40 monthly assessment, and (4) the HOA does not have the authority to file a lien against the Leonards for an unpaid assessment, which lien was filed in the Richland

County Register of Deeds Office on February 8, 2021. (Compl. at ¶ 27). As explained below, Plaintiffs' first three claims are time barred by the relevant statute of limitations because Plaintiffs knew these claims existed for well over three (3) years before filing suit. Plaintiffs' final claim, whether Defendant has the power to file a lien against the Leonards' property for an unpaid assessment, is moot. Therefore, the Court determines that summary judgment in the HOA's favor is appropriate.

RELEVANT FACTUAL BACKGROUND

Plaintiffs James and Sheryl Leonard (the "Leonards") own property at 131 Running Fox Road in Richland County (the "Leonard Property"). (Compl. at ¶ 2). Plaintiffs Merrie and Duncan Grant (the "Grants") own property at 55 Running Fox Road in Richland County (the "Grant Property"). (*Id.* at ¶ 8). Plaintiff Pamela Smith (a/k/a Pamela McFadden) owns property at 120 Duck Road in Richland County (the "Smith Property"). (*Id.* at ¶ 13). All three parcels are in the same neighborhood (Wildewood), and were originally owned, together with the rest of the lots in the neighborhood, by Heath Manning and Donnie Boyd (the "Developers"), who subdivided the property and developed each subdivision in turn.

When an original lot purchaser bought their property from the Developers, the deed contained restrictions that run with the land and that reserved for the Developers the right to alter and amend the restrictions. (*Id.* at ¶¶ 5, 7, 11, 17). When development of each subdivision was near completion, the Developers turned over control of the restrictions to a homeowners' association specific to that subdivision. In 1998, the separate homeowners' associations for the first four subdivisions assigned their rights to Wildewood Sections I-IV Homeowners Association, Inc. (the "HOA"), thus creating one homeowners' association for these four subdivisions.

The assignment from the separate homeowners' associations to the HOA was memorialized in a writing, the Assignment of Covenants, Conditions and Restrictions Affecting Lots in Sections I, II, III, and IV of the Wildewood Subdivision, dated January 19, 1998, and recorded in with the Richland County Register of Deeds on January 26, 1998. (*Id.* at ¶ 19).[1] This assignment was proper because it was based on the restrictions and easements contained in each deed from the Developers to the original lot purchasers. Further, the HOA approved a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions on February 23, 1998, which was recorded on March 26, 1998, with the Richland County Register of Deeds. (*Id.* at ¶ 21).

In August 1985, the Leonards purchased the Leonard Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the deed for the Leonard Property was attached to the HOA's Motion.

In July 1994, Plaintiff Merrie Grant purchased the Grant Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the 1994 deed for the Grant Property was attached to the HOA's Motion. Subsequently, in June 2013, Plaintiff Merrie Grant conveyed the Grant Property to herself and her husband, Plaintiff Duncan Grant, as joint tenants with a right of survivorship. A copy of the 2013 deed for the Grant Property was attached to the HOA's Motion.

In December 2001, Plaintiff Pamela Smith purchased the Smith Property from LaSalle National Bank via a quit-claim deed, which was made without any conditions, restrictions,

---

[1] Here, and elsewhere within this Order, the Court references matters of public record. The Court takes judicial notice of these facts. *Philips v. Pitt Cnty. Mem. Hosp.*, 572 F.3d 176, 180 (4th Cir. 2009) (finding courts "may properly take judicial notice of matters of public record").

covenants, or easements. A copy of the quit-claim deed for the Smith Property was attached to the HOA's Motion. However, Plaintiff Smith's chain of title contains the same conditions and restrictions as those in the other Plaintiffs' deeds. In November 2003, Smith conveyed a one-half interest in the Smith Property to Douglas McFadden via a quit-claim deed. A copy of that quit-claim deed was attached to the HOA's Motion. Per a divorce decree, Douglas McFadden conveyed his interest in the Smith Property back to Smith in October 2012 via a quit-claim deed. A copy of the 2012 quit-claim deed for the Smith Property was attached to the HOA's Motion.

In 2018, "The Members Club at Wood Creek and Wildewood, LLC," which owned and operated both the Wood Creek and Wildewood golf courses and related amenities in and around the Wildewood neighborhood, went out of business. First Citizens Bank foreclosed on the properties and offered them for sale to the highest bidder. In an effort to preserve and protect property values and the character of the neighborhood, as well as to prevent the foreclosed properties from failing into abandon or disrepair, a group of Wildewood residents (the "Investor Group") approached the several Wildewood homeowners' associations, including the Defendant HOA, with a proposal to raise sufficient annual capital to support the operation and maintenance of the foreclosed properties should the investor group be successful in purchasing the properties from the bank. (*See* Compl. at ¶¶ 22-23).

The Investor Group's proposal included the Investor Group purchasing, repairing, and operating the foreclosed property as a new private club, with a deed restriction to only operate the property as a private club and not sell or develop it for a minimum of 25 years. Additionally, HOA members would receive limited rights to use some of the new club's amenities (access to club pools, golf, tennis, trails, food and beverage services, and other activities not previously included in HOA membership). In exchange for the new club's deed restriction and for the continued

protection of the HOA members' property values, a $40 per month assessment per HOA member would be implemented, billed, and collected by the HOA and paid to the new club (the "Value Preservation Assessment"). Membership in the new club is voluntary and HOA members are not automatically members; they simply have a contractual right to limited use of certain amenities of the new club, if they chose to do so.

In accordance with the HOA's bylaws, the Investor Group's proposal was duly noticed by the HOA to its members, including these Plaintiffs. (Compl. at ¶ 23). Plaintiffs have each admitted that they each received notice of the special vote on the Investor Group's proposal for the Value Preservations Assessment.[2] On November 27, 2018, the HOA's membership—via with a quorum of HOA members in good standing, present and participating or voting by duly authorized proxy—voted to approve and adopt the Investor Group's proposal. Thereafter, a binding agreement consistent with the November 2018 vote was unanimously approved by the HOA (Sections I-IV) board and filed with both the Richland County Register of Deeds and the South Carolina Secretary of State on January 10, 2019.

Plaintiffs actively participated in the HOA since its inception or since they purchased their respective properties. Plaintiffs either acquiesced to the formation of the HOA or chose to purchase property within the HOA. Plaintiffs have voted in HOA elections, voted on various amendments to the HOA covenants, availed themselves of statutes designed to protect members of homeowners' associations, filed complaints to the HOA, and benefited from the enforcement of the HOA's covenants.

---

[2] On February 1, 2023, Defendant served its First Set of Requests for Admission on Plaintiffs, which were attached to the HOA's Motion, and Plaintiffs did not to respond. Thus, the Requests are deemed admitted. *See* Rule 36(a), SCRCP (stating that requests for admission that the opposing party does not respond to within thirty days are deemed admitted).

For example, on November 26, 2018, Plaintiff Smith filed a complaint with the South Carolina Department of Consumer Affairs in which she alleged the actions taken by the HOA regarding the special vote on the Investor Group's proposal was noncompliant with the HOA's bylaws. In making this complaint, Plaintiff Smith took advantage of a statute specifically designed for the protection of homeowners' association members. The Leonards, in addition to voting on HOA measures in the past, also voted by proxy on the Investor Group's proposal.

STANDARD OF REVIEW

"The purpose of summary judgment is to expedite the disposition of cases which do not require a fact finder." *Englert, Inc. v. LeafGuard USA, Inc.*, 377 S.C. 129, 134, 659 S.E.2d 496, 498 (2008) (quoting *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. Any disagreements over evidence or its meaning must be material, in addition to being both genuine and concerning an issue of fact. *Gibson v. Epting*, 426 S.C. 346, 352, 827 S.E.2d 178, 181 (Ct. App. 2019) ("Only disputes over facts that might affect the outcome of the suit . . . will properly preclude the entry of summary judgment." (alteration in original) (quoting, in parenthetical, *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986))). The Supreme Court has recently clarified the standard of review for summary judgment in *Kitchen Planners, LLC v. Friedman*, Op. No. 28173 (S.C. Sup. Ct. filed Aug. 23, 2023) (Howard Adv. Sh. No. 33 at 17), in which the court stated the "mere scintilla" standard does not apply under Rule 56(c), SCRCP, and stated the proper standard is the "genuine issue of material fact" standard as set forth in the text of

the rule. Material facts are those identified by controlling substantive law as essential elements of claims and defenses. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

As it pertains to the relief requested in the HOA's Motion, none of the material facts with respect Defendant's statute of limitations arguments are in dispute. The relevant three-year statute of limitation is unambiguous. S.C. Code Ann. § 15-3-530. The dates Plaintiffs purchased their properties are not in dispute and neither is the language of the covenants and restrictions in their deeds and chains of title. The HOA's implementation of a $40 monthly assessment due from every HOA member and paid to the new club under the Investor Group's proposal is also undisputed. The purpose and benefits received by Plaintiffs from the $40 monthly assessment is not material to a summary judgment analysis because Plaintiffs contend that they should not have to pay the monthly assessment regardless of what it is for.

ANALYSIS

Section 15-3-530 of the South Carolina Code provides that an action cognizable under this section shall be commenced within three (3) years of the occurrence of the cause of action. The statute of limitations begins to run when a plaintiff knew or should have known a cause of action might exist. *See Anonymous Taxpayer v. S.C. Dep't of Revenue*, 377 S.C. 425, 439, 661 S.E.2d 73, 80 (2008) ("The limitations period begins to run when a party knows or should know, through the exercise of due diligence, that a cause of action might exist."). Here, Plaintiffs' claims all arise out of disputes between themselves as homeowners and the HOA; thus, their claims are subject to the three-year statute of limitation.[3]

[3] At the hearing, Plaintiffs' counsel suggested, but did not argue, that the applicable statute of limitation for the issues presented was 20 years, pursuant to S.C. Code Ann. § 15-3-520(b), because the recordation of the assignment to the HOA and restrictive covenants constitute sealed instruments for the purposes of the statute. Plaintiffs are incorrect. Plaintiffs presented no evidence that the documents at issue were sealed, so as to be subject to the 20-year statute of limitation. "A sealed instrument is defined as 'an instrument to

The Leonards purchased their property in 1985. Plaintiff Merrie Grant purchased her property in 1994. Plaintiff Smith purchased her property in 2001. Plaintiff Merrie Grant conveyed her property to herself and her husband, Plaintiff Duncan Grant, in 2013. The Summons and Complaint were filed in 2022, which is more than three years after each Plaintiff knew or should have known about the restrictions in their deeds. Plaintiffs are charged with the knowledge of the restrictions in their deeds and chains of title when they obtained ownership of their properties. *See Harbison Cmty. Ass'n, Inc v. Mueller*, 319 S.C. 99, 103, 459 S.E.2d 860, 863 (Ct. App. 1995) ("A covenant is enforceable against a subsequent grantee, even if not in the grantee's deed, if the grantee has actual or constructive notice of the covenant."); *id.* ("A homeowner is charged with constructive notice of any restriction properly recorded within the chain of title.").

The Leonards and Merrie Grant knew of the formation of the HOA, and acquiesced to it, through the January 1998 instrument and the February 1998 instrument at the time the instruments were approved, because of their ownership of their properties and their participation in the HOA. Smith and Duncan Grant, at the latest, are charged with the knowledge of the restrictions when they obtained ownership in 2001 and 2013, respectively, which in both cases was after the instruments were approved. Both obtained ownership of their properties knowing of the restrictions on their properties and of the existence of the HOA.

---

which the bound party has affixed a personal seal, usually recognized as providing indisputable evidence of the validity of the underlying obligations.'" *Lyons v. Fidelity Nat. Title Ins. Co.*, 415 S.C. 115, 125, 781 S.E.2d 126, 131-32 (Ct. App. 2015) (quoting *Sealed Instrument*, BLACK'S LAW DICTIONARY (9th ed. 2010)) (alterations omitted); *see also Carolina Marine v. Lasch*, 363 S.C. 169, 609 S.E.2d 648 (Ct. App. 2005) (explaining that a "boilerplate attestation clause, by itself," is not enough to establish the intention of the parties to execute an instrument under seal). Notably, even if the documents at issue were considered "sealed instruments," the statute of limitations would have run on challenging the validity of those documents anyway since they were executed on January 19, 1998 and February 23, 1998, respectively, and the running of the statute would have begun on the date of their execution.

Further, Plaintiffs participated in the HOA through voting in elections and on amendments to the covenants. Plaintiffs, who have submitted prior complaints and concerns to the HOA, now question the HOA's existence because they do not want to pay the $40 monthly assessment that was validly implemented. Plaintiffs all knew of their claims concerning the validity of the January 1998 and February 1998 instruments for well over three years before they filed their Summons and Complaint in March 2022. Thus, the Court finds these claims to be time barred.

Additionally, in November 2018, the HOA notified its members, *including Plaintiffs*, of a vote on the Investor Group's proposal, and on November 27, 2018, the members of the HOA voted to amend its bylaws to allow the HOA to impose the Value Preservation Assessment. The HOA's board approved a binding agreement regarding the Value Preservation Assessment. Plaintiffs filed their summons and complaint challenging the Value Preservation Assessment and enforcement of same on March 4, 2022, which is more than three (3) years after Plaintiffs were notified of the vote and were fully aware that their claim existed before November 27, 2018. Therefore, the Plaintiffs' claims regarding the imposition of the Value Preservation Assessment are also time barred. Because Plaintiffs could have brought suit challenging the authority of the HOA to adopt and approve the Value Preservation Assessment on or after November 27, 2018, the date on which the by-laws were approved, the three-year statute of limitations ran on this claim on November 27, 2021. *See* S.C. Code Ann. 27-30-130(B)(1)(a) (providing that the rules, regulations, and amendments to rules and regulations of a homeowners association are effective upon passage or adoption under South Carolina law).

With regards to whether the HOA had the power to file a lien against the Leonards for failure to pay the Value Preservation Assessment, this Court is informed that the lien at issue was filed by the HOA on February 8, 2021 and recorded in the Richland County Register of Deeds

Office in Book 2584 at page 1247. However, information provided by the HOA after the hearing makes clear that a Release of Notice of Delinquent Assessment Lien was filed by the HOA on May 22, 2024 and recorded the Richland County Register of Deeds in Book 2925 at page 1202. Accordingly, Plaintiff's final claim with regards to the HOA's authority to file the lien is now moot.

CONCLUSION

Because Plaintiffs knew of their claims related to the validity of the 1998 assignments, the restrictive covenants, and the Value Preservation Assessment in excess of three (3) years prior to filing their claims, their claims are barred by the statute of limitation. The Leonards' claims with respect to the lien filed for failure to pay the Value Preservation Assessment are now moot, for the reasons stated above. As there are no genuine issues of material fact in this case with respect to the above discussion, the HOA is entitled to judgment as a matter of law. Accordingly, the Court **GRANTS** the Motion for Summary Judgment for the reasons set forth above.

IT IS SO ORDERED.

[JUDICIAL ELECTRONIC SIGNATURE PAGE TO FOLLOW]

Richland Common Pleas

Case Caption:	James A Leonard III , plaintiff, et al vs Wildewood Sections I-Iv Homeowners Association Inc
Case Number:	2022CP4001147
Type:	Order/Summary Judgment

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2024-11-01 14:04:34 page 11 of 11

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	) FOR THE FIFTH JUDICIAL CIRCUIT
	) Civil Action No.: 2022-CP-40-01147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)
Plaintiffs,	) **CONSENT ORDER OF REFERENCE**
vs.	)
WildeWood Sections I-IV Homeowners Association, Inc.,	)
Defendant.	)

IT APPEARING that, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, this action, being a non-jury civil action for declaratory judgment, is one which may be referred to the Master in Equity, and upon consent of the parties;

IT IS ORDERED that this action be and the same hereby is referred to the Honorable Joseph M. Strickland, Master in Equity for Richland County, to take testimony arising under the pleadings, to make findings of fact and conclusions of law, with authority to dispose of any and all issues and enter a final judgment in the case; to direct entry of final judgment in this action under Rule 53(b), SCRCP; to hear any issues, including motions, after judgment; and issuing any and all Orders and Supplemental Orders. Pursuant to Rule 53(b), SCRCP, any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Rules.

____
Presiding Judge, Richland County

WE SO MOVE AND CONSENT:	WE SO MOVE AND CONSENT:
WILLIAMS MULLEN By: s/ Richard H. Willis Richard H. Willis SC Bar No.: 6159 rwillis@williamsmullen.com John G. Tamasitis SC Bar No.: 101875 jtamasitis@williamsmullen.com 1230 Main Street, Suite 330 Columbia, SC 29201 (T): 803-567-4611 (F): 803-567-4601 *And* Sean A. O'Connor SC Bar No.: 68382 soconnor@FinkelLaw.com Finkel Law Firm, LLC 4000 Faber Place Drive, Suite 450 North Charleston, SC 29405 (T): 843.577.5460 (F): 866.800.7954 *Attorneys for Wildewood Sections I-IV Homeowners Association, Inc.*	s/ Spencer Andrew Syrett *(with permission)* Spencer Andrew Syrett (SC Bar No.: 05459) syrettlaw@sc.rr.com Spencer Andrew Syrett Attorney At Law 712 Richland Street, Suite E P.O. Box 7403 Columbia, SC 29202 (T): 803-765-2110 (F): 803-765-9950 *Attorney for the Plaintiffs*

Richland Common Pleas

Case Caption:	James A Leonard III , plaintiff, et al vs Wildewood Sections I-Iv Homeowners Association Inc
Case Number:	2022CP4001147
Type:	Order/Referred to Master or Special Referee

IT IS SO ORDERED.

Jocelyn Newman, Chief Judge for Administrative Purposes, Court of Common Pleas, 5th Judicial Circuit

Electronically signed on 2022-10-19 19:43:00

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT

James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,

Plaintiffs,

vs.

Wildewood Sections I-IV Homeowners Association, Inc.,

Defendant.

SUMMONS

2022-CP-40-0

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the date of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

s/Spencer Andrew Syrett
Spencer Andrew Syrett SC BAR 05459
Attorney for the Plaintiffs
712 Richland Street, Suite E
P.O. Box 7403
Columbia, SC 29202
803-765-2110
FAX ONLY 803-765-9950
syrettlaw@sc.rr.com

February 21, 2022

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR THE
) FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)

James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,

Plaintiffs,

vs.

Wildewood Sections I-IV Homeowners Association, Inc.,

Defendant.

COMPLAINT

2022-CP-40-0

The Plaintiffs respectfully allege:

FOR A FIRST CAUSE OF ACTION:

1. The Court has jurisdiction over the parties and the subject matter hereof.
2. The Plaintiffs, James A. Leonard and Sheryl A. Leonard are the owners of Lot Nine (9), Block P on a plat prepared for Wildewood III Associates which is recorded in Plat Book Z at page 2291. The property is also known as 131 Running Fox Road and is designated as TMS: 22810-01-12.
3. Lot Nine, Block P was conveyed by Wildewood III Associates to The Manning Company, Inc. by deed dated December 31, 1984, and recorded January 7, 1985, in Deed Book D-724 at page 716. A copy of this deed is attached hereto and incorporated by reference.
4. Wildewood III Associates appears to be or have been a General Partnership as it was not filed as an entity with the South Carolina Secretary of State.
5. The deed contains restrictions which contain in Paragraph 20, inter alia, the following provision:

> The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter,

amend, or release the same at will.

6. Thereafter, The Manning Company, Inc., conveyed Lot Nine, Block P to James A. Leonard, III and Sheryl A. Leonard by deed dated August 27, 1985, and recorded August 27, 1985, in Deed Book D-755 at page 961. A copy of this deed is attached hereto and incorporated by reference.

7. The deed contains restrictions which contain in Paragraph 20, inter alia, the following provision:

> The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

8. The Plaintiffs, Merrie P. Grant and G. Duncan Grant are the owners of Lot Two (2), Block S on a plat of Section One Wildewood which is recorded in Plat Book X at page 7059. The property is also known as 55 Running Fox Road and is designated as TMS: 22805-021-02.

9. Lot 2, Block S was conveyed by Wildewood I Associates to Donald V. Richardson by deed dated October 14, 1976, and recorded December 30, 1976, in Deed Book D-408 at page 703. A copy of this deed is attached hereto and incorporated by reference.

10. Wildewood I Associates appears to be or have been a General Partnership as it was not filed as an entity with the South Carolina Secretary of State.

11. The deed contains restrictions which contain in Paragraph 20, inter alia, the following provision:

> The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

12. Plaintiffs Merrie P. Grant and G. Duncan Hunter are now the owners of the property by virtue a deed dated July 28, 1994, and recorded July 29, 1994, in Deed Book D-1211 at page 196, and a deed dated May 24, 2013, and recorded May 31, 2013, in Record Book 1865 at page 1473.

13. The Plaintiff, Pamela K. Smith is the owner of Lot Twenty-three (23), Block QQ on a plat prepared for Joy C. Williamson which is recorded in Plat Book X at page 2974. The property is also known as 120 Wood Duck Road and is designated as TMS: 22809-03-22.

14. Lot 23, Block QQ was conveyed by Heathcote Corporation and City Investment Corporation to Joy Williamson by deed dated December 19, 1974, and recorded December 24, 1974, in Deed Book D-336 at page 358. A copy of this deed is attached hereto and incorporated by reference.

15. Heathcote Corporation was merged out of existence as shown by records of the South Carolina Secretary of State.

16. City Investment Corp. was dissolved on November 16, 2018, as shown by the South Carolina Secretary of State.

17. The deed contains restrictions which contain in Paragraph 17, inter alia, the following provision:

> The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

18. Plaintiff Pamela K. Smith is now the sole owner of Lot 23, Block QQ by virtue of a deed dated October 2, 2012, and recorded in Record Book 1889 at pag e 1269.

19. By document dated January 19, 1998, and recorded January 26, 1998, in Deed Book D-1430 at page 221, Wildewood I Associates, Wildewood II Associates, Wildewood III Associates, and Wildewood IV Associates purported to assign the "Wildewood Lot Restrictions" to Wildewood Sections I-IV Homeowners Association, Inc. A copy of this document is attached hereto and incorporated by reference.

20. Plaintiffs are informed and believe that at the time that this document was executed, none of the Assignors owned any lots capable of being developed within the area subject to the "Wildewood Lot Restrictions."

21. By instrument dated February 23, 1998, and recorded March 26, 1998, in Record Book 29 at page 828, Wildewood Sections I-IV Homeowners Association, Inc. Purported to impose a Declaration of Covenants, Conditions and Restrictions as an

amendment to the "Wildewood Lot Restrictions."

22. In 2018, the Wildewood Country Club (a members only club) was experiencing financial difficulties. The Club property was sold in a foreclosure sale to a group of investors. Wildewood Sections I-IV Homeowners Association, Inc. does not have any interest in the Country Club property.

23. In order to facilitate the transfer, Wildewood Sections I-IV Homeowners Association, Inc. attempted to require each lot owner to begin to pay $40.00 per month for a "Pool and Social Membership." A copy of the notice is attached hereto and incorporated by reference.

24. Plaintiffs have no interest in or desire to be have a "Pool and Social Membership" and have refused to pay the monthly assessment.

25. On February 8, 2021, Wildewood Sections I-IV Homeowners Association, Inc. filed a lien against one of the Plaintiffs' property in the amount of $1,214.40. The lien is filed in Record Book 2584 at page 1247.

26. Such a lien purports to be an encumbrance on Plaintiffs' property.

27. This action is brought pursuant to the Declaratory Judgment Act §15- 53-10 et seq. to determine the following:

    a. Whether the purported assignment recorded in Deed Book D-1430 at page 221 was valid.

    b. Whether the Restrictive Covenants recorded in Record Book 29 at page 828 was effective amend the "Wildewood Restrictions"

    c. Whether the actions taken by the Wildewood Sections I-IV Homeowners Association, Inc. in 2018 to attempt to require homeowners to pay an assessment for a "Pool and Social Membership."

    d. Whether the Wildewood Sections I-IV Homeowners Association, Inc. has the power to file a lien against a homeowner for an unpaid assessment for a "Pool and Social Membership."

WHEREFORE PLAINTIFFS PRAY:

1. That the Court inquire into the matters alleged herein.

2. The Court determine the issues set forth in Paragraph 16 above.

3. For such other and further relief as may be just and proper.

s/Spencer Andrew Syrett
Spencer Andrew Syrett SC BAR 05459
Attorney for the Plaintiffs
712 Richland Street, Suite E
P.O. Box 7403
Columbia, SC 29202
803-765-2110
FAX ONLY 803-765-9950
syrettlaw@sc.rr.com

February 21, 2022

D 724 PAGE 716 6.00

STATE OF SOUTH CAROLINA FILED REGISTER OF MESNE CONVEYANCE TITLE TO REAL ESTATE

COUNTY OF RICHLAND 1985 JAN -7 PM 1:52

81.00
44.55

KNOW ALL MEN BY THESE PRESENTS, That WILDEWOOD III ASSOCIATES, in the State aforesaid, for and in consideration of the sum of Forty Thousand Five Hundred and no/100------ dollars ($ 40,500.00) to it paid by THE MANNING COMPANY, INC.

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said

THE MANNING COMPANY, INC. THEIR SUCCESSORS AND ASSIGNS:

All that certain piece, parcel or lot of land, situate, lying and being on the northern side of Running Fox Road Northeast of the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and delineated on a plat prepared for WildeWood III Associates , prepared by William Wingfield, R.L.S., dated May 5, 1982 and recorded in the Office of the Register of Mesne Conveyance for Richland County, in Plat Book "Z ", at page 2291 , and having such boundaries and dimensions as are shown thereon.

THIS LOT IS KNOWN AS LOT NUMBER NINE (9), BLOCK "P" WILDEWOOD SECTION III.

This being a portion of the property conveyed to grantor herein by the deed of C. Heath Manning, Palmetto State Construction Company, Heathcote Corporation and City Investment Corporation dated June 20, 1975 and recorded in said RMC office in Deed Book D350 at page 898.

The Address of the Grantee: #1 Smallwood Circle
Columbia, SC 29223

This conveyance is made subject to the following covenants, conditions, restrictions and easements, to wit:

1. No structure shall be erected on this lot other than one single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Grantor, provided, however, that adjacent lot owners or purchasers may acquire an additional lot or lots, or a portion thereof, for the purpose of adding said lot or lots, or such portion to the lots already owned or purchased by them. In such case, where less than a full lot is involved, the portion of said additional lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and subject to these restrictions as one lot.

D 724 PAGE 716

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures, and adapted to the terrain of each lot, the Grantors retain full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot, shall have been submitted to the Grantors or a committee designated in writing by them for approval. Such approval shall not be unreasonably withheld and shall be given or denied in writing within twenty (20) days of their submission to the Grantors or their architectural committee as the case may be.

4. The placement, design, type, color and lettering of any mailbox or delivery recepticals and its support must be approved by the Grantor, together with property indentification markers. Typical designs will be supplied upon request.

5. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in this subdivision or any block of this subdivision, any municipal regulations to the contrary notwithstanding. The building line on this lot shall not be closer than 25 feet to said side line and no closer than 65 feet to the street said lot fronts.

6. No noxious or offensive activity or other thing shall be had or done upon any lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond.

7. No tent, shack, trailer, school bus, camper, boat or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby

conveyed; provided, however, that a camper, boat or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbors' house, at all times. No clothesline shall be allowed to be visible from any street or neighbors' house. The lot, property and premises shall be kept clean at all times. If such litter or other materials is found on any lot, the same shall be removed by the lot/house owner, at his own expense, upon written request by the Architectural Control Committee.

8. Where no severage line is presently available, all sewage disposal shall be by septic tank, which the Grantee shall keep in good condition and maintain in a manner satisfactory to, and meeting the approval of, the State Board of Health, until such time as a public severage system is provided to serve the premises. At such time as a sewer line is installed adjacent to the lot where improvements have been erected, the lot owner agrees to cease using a septic

tank and connect a sewer. The lot owner will further pay to the Grantors a sewer tap fee and an annual charge in an amount approved by the South Carolina Public Service Commission.

9. An easement is reserved unto the Grantors over the front and rear eight (8) feet and along each side line of each lot hereby conveyed, for the purposes of utility installations, rights-of-way, bridle paths and the operation and maintenance thereof: and for fifteen (15) feet over existing sewer lines for the maintenance thereof.

10. The Grantors reserve any water rights which they may have in any lake or pond and this conveyance, anything to the contrary notwithstanding, shall not grant a property line closer than two (2) feet above the high water mark of any such lake or pond. If such lot borders within two (2) feet, as aforesaid, of such lake or pond, the lot owner shall have as an easement appurtenant thereto the right to cross said intervening two (2) foot strip for the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

(a) The use of said lake or pond, as aforesaid, shall be entirely at the risk of the Grantee, heirs and assigns, and the Grantor shall not be responsible for the purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) The lot owner may not construct a dock, float, or raft, or any projection of any kind from his property into, extended, or over said lake or pond.

(c) That the use of such lake shall be subject at all times to reasonable rules and regulations of the Grantor, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations for swimming.

(d) The lot owner may not withdraw water from such lake or pond without written permission of the Grantors.

(e) The Grantor shall not be held responsible for any damages caused the Grantee by reason of the flooding of this lot through causes beyond the control of the Grantor. The Grantor similarly shall not be held responsible for damages by reason of breaks in the dam of such lake or pond causing the waters therein to subside.

11. The Grantors may withdraw water from such lake or pond for the purpose of irrigating a golf course, should such be built in the neighborhood.

12. The Grantors at their option may in the future convey the intervening two (2) foot strip around the pond or lake and a pro-rata interest in such pond or lake to the adjoining lot owners. At such time, said adjoinging lot owners will own such lake in proportion to their frontage on the pond or lake and will assume the same pro-rata share for the maintenance of said lake and its dam.

13. If within a period of five (5) years from acquisition of title to a lot, the Grantee offers the same for sale as a unimproved lot, the Grantor shall have the option to re-purchase the same for the original purchase price paid plus property taxes paid by the Grantee and plus ten (10) percent. No sale signs shall be placed on the lot without the express approval of the Grantors.

14. Purchaser agrees to start construction within N/A months and if construction has not commenced in earnest, then seller has the right to repurchase the lot or lots at the original contract price.

15. Purchaser further agrees that if a security and/or protection system is put into operation for the protection of the residents and homeowners in the development, purchaser will be responsible for paying his pro-rata share of such protection.

16. A plot plan, showing the position of the house on the lot, must be presented for approval before any clearing is done or trees removed from the lot.

17. A sketch plan, showing the front and rear elevations must be presented for approval before house plans can be submitted.

18. House plans and specifications must be approved by the Chairman of the Architectural Control Committee. An approved architect must have drawn the front elevation (off the lake) and both front and rear elevations (on the lake or golf course.)

19. Sewer tap fee of $559.00 to be added to contract price of sale.

20. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

21. Purchaser will be responsible for paying Property Taxes on this lot at such time as taxes are assessed on a per lot basis.

22. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, accept as specifically approved in writing by the developer, his agent or the chairman of the Architectural Control Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

23. It is understood and agreed between the parties hereto that the hereinabove described property is sold as is and Grantor shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets after said streets have been dedicated to the County.

24. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

25. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writting by the Architectural Control Committee.

26. No radio or television transmission or reception towers or antennae shall be erected on the property, unless cable television is not available to a lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof-ridge of any house will be permitted. In no event shall free-standing transmission or receiving towers be permitted.

27. Neither developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees, that he will not bring any action or suit against developer, or any member of the Architectural Control Committee, to recover for any such damages.

28. All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

29. Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth on this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the developer, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

30. If any sentence, clause or paragraph of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph hereof.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said The Manning Company, Inc., their successors and Assigns forever.

And it does hereby bind itself and its Successors, Executors and Administrators, to warrant and forever defend all the singular the said premises unto the said The Manning Company, Inc., their successors and Assigns, against it and its Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS its Hand and Seal this 31st day of December, in the year of our Lord one thousand nine hundred and eighty-four, and in the two hundred and nineth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Ernie L. Ross

Beverly L. Bradham

WILDEWOOD III ASSOCIATES

BY: C. Heath Manning (SEAL)
C. HEATH MANNING,
ITS: General Partner

D 724 PAGE 720

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

D 724 PAGE 721

PERSONALLY appeared before me Emmie L. Pobis and made oath that (s)he saw the within-named Wildewood III Associates, by C. HEATH MANNING, its Partner, sign, seal and as its act and deed, deliver the within-written Title to Real Estate for the uses and purposes therein mentioned and that (s)he with Beverly S. Beadlam witnessed the execution thereof.

SWORN to and Subscribed before me this 2nd day of January, 1985

Emmie L. Pobis

Gloria K. Pennington (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1-18-87

D 724 PAGE 721

7.00

373.00
205.15

D 755 PAGE 961

FILED
REGISTER OF MESNE CONVEYANCES

TITLE TO REAL ESTATE — FORM 14-B
COLUMBIA OFFICE SUPPLY CO.

State of South Carolina 1985 AUG 27 PM 2 01
COUNTY OF RICHLAND

RICHLAND COUNTY
FOUR DOLLARS

RICHLAND COUNTY
THREE DOLLARS

Know All Men By These Presents. That THE MANNING COMPANY, INC.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
AUG27'85
PB 11327
273.00

SOUTH CAROLINA COUNTY DOCUMENTARY TAX
AUG27'85
PB 11315
205.15

in the State aforesaid for and in consideration of the sum of One Hundred Eighty-six Thousand Five Hundred and no/100———— ($186,500.00) Dollars to it paid by James A.Leonard, III and Sheryl A. Leonard in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said JAMES A. LEONARD, III AND SHERYL A. LEONARD, THEIR HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being Northeast of the City of Columbia, County of Richland, State of South Carolina, and being more clearly shown and delineated as Lot Nine (9), Block P, on a plat prepared for James A. Leonard, III and Sheryl A. Leonard, by Cox and Dinkins, Surveyors, dated August 3, 1985 to be recorded simultaneously herewith, and having such boundaries and dimensions as are shown thereon. This being the identical property conveyed to the Grantor herein by deed of WildeWood III Associates dated December 31, 1984 and recorded in the Office of the Register of Mesne Conveyace for Richland County in Deed Book D-724 at page 716.

This conveyance is made subject to conditions and restrictions recorded in Deed Book D-279 at page 275, and is also subject to easements, conditions, covenants and restrictions attached hereto and made a part hereof.

Address of Grantee: 131 Running Fox Road
Columbia, S.C. 29223

D 755 PAGE 961

This conveyance is made subject to the following covenants, conditions, restrictions and easements, to wit:

1. No structure shall be erected on this lot other than one single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Grantor, provided, however, that adjacent lot owners or purchasers may acquire an additional lot or lots, or a portion thereof, for the purpose of adding said lot or lots, or such portion to the lots already owned or purchased by them. In such case, where less than a full lot is involved, the portion of said additional lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and subject to these restrictions as one lot.

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures, and adapted to the terrain of each lot, the Grantors retain full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot, shall have been submitted to the Grantors or a committee designated in writing by them for approval. Such approval shall not be unreasonably withheld and shall be given or denied in writing within twenty (20) days of their submission to the Grantors or their architectural committee as the case may be.

4. The placement, design, type, color and lettering of any mailbox or delivery recepticals and its support must be approved by the Grantor, together with property indentification markers. Typical designs will be supplied upon request.

5. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in this subdivision or any block of this subdivision, any municipal regulations to the contrary notwithstanding. The building line on this lot shall not be closer than 16 feet to said side line and no closer than 64 feet to the street said lot fronts.

6. No noxious or offensive activity or other thing shall be had or done upon any lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond.

7. No tent, shack, trailer, school bus, camper, boat or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby

conveyed; provided, however, that a camper, boat or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbors' house, at all times. No clothesline shall be allowed to be visible from any street or neighbors' house. The lot, property and premises shall be kept clean at all times. If such litter or other materials is found on any lot, the same shall be removed by the lot/house owner, at his own expense, upon written request by the Architectural Control Committee.

8. Where no sewerage line is presently available, all sewage disposal shall be by septic tank, which the Grantee shall keep in good condition and maintain in a manner satisfactory to, and meeting the approval of, the State Board of Health, until such time as a public sewerage system is provided to serve the premises. At such time as a sewer line is installed adjacent to the lot where improvements have been erected, the lot owner agrees to cease using a septic tank and connect a sewer. The lot owner will further pay to the Grantors a sewer tap fee and an annual charge in an amount approved by the South Carolina Public Service Commission.

9. An easement is reserved unto the Grantors over the front and rear eight (8) feet and along each side line of each lot hereby conveyed, for the purposes of utility installations, rights-of-way, bridle paths and the operation and maintenance thereof; and for fifteen (15) feet over existing sewer lines for the maintenance thereof.

10. The Grantors reserve any water rights which they may have in any lake or pond and this conveyance, anything to the contrary notwithstanding, shall not grant a property line closer than two (2) feet above the high water mark of any such lake or pond. If such lot borders within two (2) feet, as aforesaid, of such lake or pond, the lot owner shall have as an easement appurtenant thereto the right to cross said intervening two (2) foot strip for the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

(a) The use of said lake or pond, as aforesaid, shall be entirely at the risk of the Grantee, heirs and assigns, and the Grantor shall not be responsible for the purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) The lot owner may not construct a dock, float, or raft, or any projection of any kind from his property into, extended, or over said lake or pond.

(c) That the use of such lake shall be subject at all times to reasonable rules and regulations of the Grantor, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations for swimming.

(d) The lot owner may not withdraw water from such lake or pond without written permission of the Grantors.

(e) The Grantor shall not be held responsible for any damages caused the Grantee by reason of the flooding of this lot through causes beyond the control of the Grantor. The Grantor similarly shall not be held responsible for damages by reason of breaks in the dam of such lake or pond causing the waters therein to subside.

11. The Grantors may withdraw water from such lake or pond for the purpose of irrigating a golf course, should such be built in the neighborhood.

12. The Grantors at their option may in the future convey the intervening two (2) foot strip around the pond or lake and a pro-rata interest in such pond or lake to the adjoining lot owners. At such time, said adjoinging lot owners will own such lake in proportion to their frontage on the pond or lake and will assume the same pro-rata share for the maintenance of said lake and its dam.

13. If within a period of five (5) years from acquisition of title to a lot, the Grantee offers the same for sale as a unimproved lot, the Grantor shall have the option to re-purchase the same for the original purchase price paid plus property taxes paid by the Grantee and plus ten (10) percent. No sale signs shall be placed on the lot without the express approval of the Grantors.

14. Purchaser agrees to start construction within N/A months and if construction has not commenced in earnest, then seller has the right to repurchase the lot or lots at the original contract price.

15. Purchaser further agrees that if a security and/or protection system is put into operation for the protection of the residents and homeowners in the development, purchaser will be responsible for paying his pro-rata share of such protection.

16. A plot plan, showing the position of the house on the lot, must be presented for approval before any clearing is done or trees removed from the lot.

17. A sketch plan, showing the front and rear elevations must be presented for approval before house plans can be submitted.

18. House plans and specifications must be approved by the Chairman of the Architectural Control Committee. An approved architect must have drawn the front elevation (off the lake) and both front and rear elevations (on the lake or golf course.

19. Sewer tap fee of $ 559.00 to be added to contract price of sale.

20. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

21. Purchaser will be responsible for paying Property Taxes on this lot at such time as taxes are assessed on a per lot basis.

22. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the

public, accept as specifically approved in writing by the developer, his agent or the chairman of the Architectural Control Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

23. It is understood and agreed between the parties hereto that the hereinabove described property is sold as is and Grantor shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets after said streets have been dedicated to the County.

24. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

25. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writting by the Architectural Control Committee.

26. No radio or television transmission or reception towers or antennae shall be erected on the property, unless cable television is not available to a lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof-ridge of any house will be permitted. In no event shall free-standing transmission or receiving towers be permitted.

27. Neither developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees, that he will not bring any action or suit against developer, or any member of the Architectural Control Committee, to recover for any such damages.

28. All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

29. Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth on this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the developer, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

30. If any sentence, clause or paragraph of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph hereof.

ED 755 PAGE 965

ED 755 PAGE 966

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said

James A. Leonard, III and Sheryl A. Leonard, Their

Heirs and Assigns forever

And it does ~~do hereby~~ bind itself and its successors and assigns ~~Heirs, Executors and Administrators~~, to warrant and forever defend all and singular the said premises unto the said

James A. Leonard, III and Sheryl A. Leonard, Their

Heirs and Assigns, against it and its successors and assigns Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS its Hand and Seal this 27th day of August

in the year of our Lord one thousand nine hundred and eighty-five

and in the two hundred and ninth year of the Sovereignty

and Independence of the United States of America.

THE MANNING COMPANY, INC.

Signed, Sealed and Delivered in the presence of

Ennie Lysbie

Dianne Pearson

By: C. Heath Manning (SEAL)

C. Heath Manning, Its President

(SEAL)

ED 755 PAGE 966

STATE OF SOUTH CAROLINA,
RICHLAND County

Personally appeared before me Emmie L Pobis
and made oath that she saw the within named The Manning Company, Inc. by C. Heath Manning, Its President
sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with Dianne Pearson witnessed the execution thereof.

SWORN to before me this 27th
day of August 19 85

Gloria K Pennington (L. S.)
Notary Public of S.C.
Commission Expires: 1-18-89

Emmie L Pobis

STATE OF SOUTH CAROLINA,
County

NO RENUNCIATION OF DOWER
GRANTOR A CORPORATION

I, , do hereby certify unto all whom it may concern, that Mrs.
the wife of the within named
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named
heirs

and assigns, all her interest and estate, and also her rights and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 19

(L. S.)
Notary Public of S. C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

FILED Dec 30 3 50 PM '76

KNOW ALL MEN BY THESE PRESENTS, that WildeWood I Associates, in the State aforesaid, in consideration of the sum of Twelve Thousand Five Hundred and no/100 ------------------------------------ Dollars to [illegible] in hand paid at and before the sealing of these presents, by Donald V. Richardson (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said

DONALD V. RICHARDSON, HIS HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land, situate, lying and being on the Northern side of Running Fox Rd. northeast of the City of Columbia, in the County of Richland, State of South Carolina, being more particularly shown and delineated on a plat prepared for Donald V. Richardson by William Wingfield, R.L.S., dated October 25, 1976 and recorded in the Office of the Register Mesne Conveyance for Richland County in Plat Book "X" at page , and having such boundaries and dimensions as shown thereon. This being a portion of the property conveyed to the Grantor herein by deed of C. Heath Manning, Deanwood Corporation, City Investment Corporation, Heathcote Corporation, and Pine Lands Investment Company, dated June 20, 1975, and recorded in the Office of The Register of Mesne Conveyance for Richland County in Deed Book D-350 at page 894. **This lot is known as Lot 2, Block "S" of WildeWood Section I.**

This conveyance is made subject to the following covenants, conditions, restrictions, and easements, to wit:

1. No structure shall be erected on this lot other than one single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

2. No lot referred to herein shall be subdivided or reduced in size without the written consent of th[illegible]ntor, provided, however, that adjacent lot owners or purchasers may [illegible]e an additional lot or lots, or a portion thereof, for the purpose of [illegible]ing said lot or lots, or such portion to the lots already owned or purchased by them. In such case, where less than a full lot is involved, the portion of said additional lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and subject to these restrictions as one lot.

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design properly located in relationship to neighboring structures and adapted to the terrain of each lot, the Grantors retain full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot, shall have been submitted to the Grantors or a committee designated in writing by them for approval. Such approval shall not be unreasonably withheld and shall be given or denied in writing within twenty (20) days of their submission to the Grantors or their architectural committee as the case may be.

4. The placement, design, type, and color of any mailbox and its support must be approved by the grantor. Typical designs will be supplied upon request.

5. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in this subdivision or any block of this subdivision, any municipal regulations to the contrary notwithstanding. The building line on this lot shall not be closer than 20' feet to the said said line and no closer than 70' feet to the street said lot fronts.

6. No noxious or offensive activity or other thing shall be had or done upon any lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond.

7. No tent, shack, trailer, school bus, /camper or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby conveyed; provided, however, that a camper or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbors' house. No clothesline shall be allowed to be visible from any street or neighbors' house. The lot, property and premises shall be kept clean at all times.

8. Where no sewerage line is presently available, all sewage disposal shall be by septic tank, which the Grantee shall keep in good condition and maintain in a manner satisfactory to, and meeting the approval of, the State Board of Health, until such time as a public sewerage system is provided to serve the premises. At such time as a sewer line is installed adjacent to the lot where improvements have been erected, the lot owner will further pay to the Grantor a sewer tap fee and an annual charge in an amount approved by the South Carolina Public Service Sommission.

9. An easement is reserved unto the Grantor over the front and rear eight (8) feet and along e-h side line of each lot hereby conveyed, for the purposes of utility [illegible]allations, rights-of way, bridle paths and the operation and maintc[illegible] e thereo[illegible].

10. The Grantor reserves any water rights which it may have in any lake or pond and this conveyance, anything to the contrary notwithstanding, shall not grant a property line closer than two (2) feet above the high water mark of any such lake or pond. If such lot borders within two (2) feet, as aforesaid, of such lake or pond, the lot owner shall have as an easement appurtenant thereto the right to cross said intervening two (2) foot strip for the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

(a) The use of said lake or pond, as aforesaid, shall be entirely at the risk of the Grantee, heirs and assigns, and the Grantor shall not be responsible for the purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) The lot owner may not construct a dock, float, or raft, or any projection of any kind from his property into, extended, or over said lake or pond.

(c) That the use of such lake shall be subject at all times to reasonable rules and regulations of the Grantor, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations for swimming.

(d) The lot owner may not withdraw water from such lake or pond without written permission of the Grantors.

(e) The Grantor shall not be held responsible for any damages caused the Grantee by reason of the flooding of this lot through causes beyond the control of the Grantor. The Grantor

11. The Grantor may withdraw water from such lake or pond for the purpose of irrigating a golf course, should such be built in the neighborhood.

12. The Grantor at its option may in the future convey the intervening two (2) foot strip around a pond or lake and a pro-rata interest in such pond or lake to the adjoining lot owners. At such time, said adjoining lot owners will own such lake in proportion to their frontage on the pond or lake and will assume the same pro-rata share for the maintenance of said lake and its dam.

13. If within a period of (5) years from acquisition of title to a lot, the Grantee offers the same for sale as an unimproved lot, the Grantor shall have the option to re-purchase the same for the original purchase price paid plus property taxes paid by the Grantee and plus ten (10) percent. No Sale signs shall be placed on lot with express approval of Grantors.

14. Purchaser agrees to start construction within months and if construction has not commenced in earnest, then seller has the right to re-purchase the lot or lots at the original contract price.

15. Purchaser further agrees that if a security and/or protection system is put into operation for the protection of the residents and landowners in the development, purchaser will be responsible for paying his pro-rata share of such protection.

16. A plot plan, showing the position of the house on the lot, must be presented for approval before any clearing is done or trees removed from the lot.

17. A sketch plan, showing the front and rear elevations must be presented for approval before house plans can be submitted.

18. House plans and specifications must be approved by the Chairman of the Architectural Approval Committee. An approved architect must have drawn the front elevation (off the lake) and both front and rear (on the lake or golf course).

19. Sewer tap fee of $350.00 to be added to contract price of sale.

20. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

21. Purchaser shall be responsible for paying Property Taxes on this lot at such time as taxes are assessed on a per-lot basis.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Donald V. Richardson, his heirs and Assigns forever. And the said Wildewood I Associates does hereby bind itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Wildewood I Associates has caused these presents to be executed in its name by C. Heath Manning, General Partner, and his seal to be hereto affixed this 14th day of ~~[illegible]~~ October in the year of our Lord one thousand nine hundred and seventy six , and in the ~~one hundred~~

WILDEWOOD I ASSOCIATES (SEAL)

In the presence of:

Peggy B. Hughes

Fairy L. Singley

By [signature]
C. Heath Manning, General Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Peggy B. Hughes who, in oath, says that she saw the within-named WildeWood I Associates, by C. Heath Manning, General Partner, sign the within Deed and seal said Deed, and, as his act and deed, deliver the same, and that she with Fairy L. Singley witnessed the execution thereof.

Peggy B. Hughes

SWORN TO before me, this 14th
day of ~~November~~ October 1976.

Fairy L. Singley (SEAL)
Notary Public for South Carolina
My Commission expires - 91

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Heathcote Corporation and City Investment Corporation, in the State aforesaid, in consideration of the sum of Twenty Thousand and NO/100 ($20,000.00) Dollars to them in hand paid at and before the sealing of these presents, by Joy C. Williamson (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

JOY C. WILLIAMSON, her heirs and assigns forever:

c/o W. C. Boyd, Atty.
SCN Center
Columbia, S. C.

All that certain piece, parcel or lot of land, situate, lying and being on the northern side of Duck Pond Road northeast of the City of Columbia, in the County of Richland, State of South Carolina, being more particularly shown and delineated on a plat prepared for Joy C. Williamson by William Wingfiled, R. L. S., dated December 3, 1974, and recorded in the Office of the Register Mesne Conveyance for Richland County in Plat Book "X" at page 2991 and having such boundaries and dimensions as are shown thereon. This being a portion of the property conveyed to the Grantors herein by deed of E. Spann Hammond dated January 26, 1962, and recorded in said R. M. C. Office in Deed Book 318 at page 141.

FILED DEC 24 1974 REGISTER MESNE CONVEYANCES RICHLAND COUNTY, S.C.

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX 4 0.0 0

SOUTH CAROLINA COUNTY DOCUMENTARY TAX 2 2.0 0

This conveyance is made subject to the following covenants, conditions, restrictions and easements, to wit:

1. No structure shall be erected on this lot other than one single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Grantors, provided, however, that adjacent lot owners or purchasers may acquire an additional lot or lots, or a portion thereof, for the purpose of adding such lot or lots, or such portion thereof, to the lots already owned or purchased by them. In such case, where less than a full lot is involved, the portion of said additional lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and subject to these restrictions as one lot.

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design properly located in relationship to neighboring structures and adapted to the terrain of each lot, the Grantors retain full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot, shall have been submitted to the Grantors or a committee designated in writing by them for approval. Such approval shall not be unreasonably withheld and shall be given or denied in writing within twenty (20) days of their submission to the Grantors or their architectural committee as the case may be.

4. The placement, design, type and color of any mailbox and its support must be approved by the Grantor. Typical designs will be supplied upon request.

5. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in this subdivision or any block of this subdivision, any municipal regulations to the contrary notwithstanding. The building line on this lot shall not be closer than 20 feet to said side line and no closer than 70 feet to the street said lot fronts.

6. No noxious or offensive activity or other thing shall be had or done upon any lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses or other such animals shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond.

7. No trailer, tent, shack or temporary structure shall be erected, kept, had or allowed at any time on any lot hereby conveyed. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbors' house. No clothesline shall be alloed to be visible from any street or neighbors' house. The lot, property and premises shall be kept clean at all times.

8. All sewerage disposal shall be by the public sewerage system installed to serve the premises. If not sooner paid, Grantee shall pay a sewer tap fee in the amount of Three Hundred Fifty ($350.00) Dollars to Wildewood Utilities, Inc., its successors or assigns, at the time construction is commenced on the lot hereby conveyed.

9. An easement is reserved unto the Grantors over the front and rear eight (8') feet and along each side line of each lot hereby conveyed, for the purposes of utility installations, rights-of-way, [illegible] paths and the operation and maintenance thereof.

10. The Grantors reserve any water rights which they may have in any lake or pond, and this conveyance, anything to the contrary notwithstanding, shall not grant a property line closer than two (2') feet above the high water mark of any such lake or pond. If such lot borders within two (2') feet, as aforesaid, of such lake or pond, the lot owner shall have as an easement appurtenant thereto the right to cross said intervening two (2') foot strip for the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

(a) The use of said lake or pond, as aforesaid, shall be entirely at the risk of Grantee, his heirs and assigns, and the Grantor shall not be responsible for the purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) The lot owner may not construct a dock, float or raft or any projection of any kind from his property into, extended or over said lake or pond.

(c) That the use of such lake shall be subject at all times to reasonable rules and regulations of the Grantor, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations for swimming.

(d) The lot owner may not withdraw water from such lake or pond without written permission of the Grantors.

(e) The Grantors shall not be held responsible for any damages caused the

Grantee by reason of the flooding of this lot through causes beyond the control of the Grantor. The Grantor similarly shall not be held responsible for damages by reason of breaks in the dam of such lake or pond causing the waters therein to subside.

11. The Grantors may withdraw water from such lake or pond for the purpose of irrigating a golf course.

12. The Grantors, at their option, may in the future convey the intervening two (2') foot strip around a pond or lake and a pro-rata interest in such pond or lake to the adjoining lot owners. At such time, said adjoining lot owners will own such lake in proportion to their frontage on the pond or lake and will assume the same pro-rata share for the maintenance of said lake and its dam.

13. Grantee further agrees that if a security and/or protection system is put into operation for the protection of the residents and landowners in the development, Grantee will be responsible for paying his pro-rata share of such protection.

14. A plot plan, showing the position of the house on the lot, must be presented for approval before any clearing is done or trees removed from the lot.

15. A sketch plan, showing the front and rear elevations must be presented for approval before house plans can be submitted.

16. House plans and specifications must be approved by the Chairman of the Architectural Approval Committee. An approved architect must have drawn the front elevation for lots not on a lake or golf course and both front and rear elevations on a lake or golf course.

17. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend or release the same at will.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Joy C. Williamson, her Heirs and Assigns forever. And the said Heathcote Corporation and City Investment Corporation do hereby bind themselves and their successors, to warrant and forever defend all and singular the said premises unto the said Joy C. Williamson, her Heirs and Assigns, against themselves and their successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Heathcote Corporation has caused these presents to be executed in its name by C. Heath Manning, its President, and City Investment Corporation has caused these presents to be executed in its name by Darnall W. Boyd, its

Grantee by reason of the flooding of this lot through causes beyond the control of the Grantor. The Grantor similarly shall not be held responsible for damages by reason of breaks in the dam of such lake or pond causing the waters therein to subside.

11. The Grantors may withdraw water from such lake or pond for the purpose of irrigating a golf course.

12. The Grantors, at their option, may in the future convey the intervening two (2') foot strip around a pond or lake and a pro-rata interest in such pond or lake to the adjoining lot owners. At such time, said adjoining lot owners will own such lake in proportion to their frontage on the pond or lake and will assume the same pro-rata share for the maintenance of said lake and its dam.

13. Grantee further agrees that if a security and/or protection system is put into operation for the protection of the residents and landowners in the development, Grantee will be responsible for paying his pro-rata share of such protection.

14. A plot plan, showing the position of the house on the lot, must be presented for approval before any clearing is done or trees removed from the lot.

15. A sketch plan, showing the front and rear elevations must be presented for approval before house plans can be submitted.

16. House plans and specifications must be approved by the Chairman of the Architectural Approval Committee. An approved architect must have drawn the front elevation for lots not on a lake or golf course and both front and rear elevations on a lake or golf course.

17. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend or release the same at will.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Joy C. Williamson, her Heirs and Assigns forever. And the said Heathcote Corporation and City Investment Corporation do hereby bind themselves and their successors, to warrant and forever defend all and singular the said premises unto the said Joy C. Williamson, her Heirs and Assigns, against themselves and their successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Heathcote Corporation has caused these presents to be executed in its name by C. Heath Manning, its President, and City Investment Corporation has caused these presents to be executed in its name by Darnall W. Boyd, its

President, and their respective corporate seals to be hereto affixed this 19th day of December in the year of our Lord, one thousand nine hundred and seventy four, and in the one hundred and ninety eighth year of the Sovereignty and Independence of the United States of America.

In the presence of:

Charles J. Brooks

Barbara F. King

HEATHCOTE CORPORATION (SEAL)

By C. Heath Manning
C. Heath Manning, President

Charles J. Brooks

Barbara F. King

CITY INVESTMENT CORPORATION (SEAL)

By Darnall W. Boyd
Darnall W. Boyd, President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

P: 'SONALLY appeared before me Charles J. Brooks who, in oath, says that he saw the within-named Heathcote Corporation by C. Heath Manning, its President, and City In\[illegible\]nt Corporation by Darnall W. Boyd, its President, sign the within Deed, and the sa\[illegible\]d Corporations, by said officers, seal said Deed, and, as their act and deed, deliver the same, and that he with Barbara F. King witnessed the execution thereof.

Charles J. Brooks

SWORN TO before me, this 19th day of December, 1974

Barbara F. King (SEAL)
Notary Public for South Carolina
My Commission expires: April 9, 1979

JAN 26 98 3406

FILED

98 JAN 26 PM 3:45

STATE OF SOUTH CAROLINA) ASSIGNMENT OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
COUNTY OF RICHLAND) AFFECTING LOTS IN SECTIONS I, II, III
) AND IV OF THE WILDEWOOD SUBDIVISION

ELECTRONICALLY FILED - 2022 Mar 04 2:40 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4001147

KNOW ALL MEN BY THESE PRESENTS, that this ASSIGNMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS signed, sealed and delivered at Columbia, South Carolina, effective this 19 day of January, 1998 by WildeWood I, Associates, WildeWood II, Associates, WildeWood III, Associates, WildeWood IV, Associates (herein collectively "Assignors").

WHEREAS, Assignors were one or more of the developers and/or owners of real property known as Sections I, II, III and IV in the WildeWood Subdivision, Richland County, South Carolina, described in "EXHIBIT A", attached hereto; and

WHEREAS, by individual lot deeds, Assignors heretofore imposed certain covenants, conditions, restrictions and easements, otherwise known as "WildeWood Lot Restrictions", of record as to each lot within Sections I, II, III and IV in the WildeWood Subdivision; and

WHEREAS, Assignors retained, among other rights, the right to alter, amend, or release said covenants, conditions, restrictions and easements at will; and

WHEREAS, Assignors in said covenants, conditions, restrictions and easements provided for the establishment of a homeowners association for enforcement and management of the covenants, conditions and restrictions and hereby consent to such an association entitled WildeWood Sections I - IV Homeowners Association, Inc.

WHEREAS, Assignors, by this Assignment, intends to transfer, convey and assign, without recourse, all of its rights under the covenants, conditions, restrictions and easements

RECORDED PAID

TEN DOLLARS

hereto set forth in each deed to every lot in WildeWood Subdivisions Sections I, II, III and IV to the WildeWood Sections I - IV Homeowners Association, Inc.

NOW, THEREFORE, the Assignors and Assignors' successors and assigns forever, for good and valuable consideration, receipt of which is hereby authorized, have remised, released, assigned, transferred and set over, and by the presents do remise, release, assign, transfer, and set over, without recourse, unto the WildeWood Section I - IV Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns forever, all right, title, interest and authority that Assignors may have in and to the covenants, conditions, restriction and easements heretofore imposed on the real property known as Sections I, II, III and IV of the WildeWood Subdivision in Richland County, South Carolina, including all covenants, conditions, restrictions and easements set forth of record in each individual deed, except that, Assignors, or their designee, retain all rights, if any, to provide and be paid for sewer tap fees and annual charges for sewer service, for all lots in Sections I, II, III and IV of WildeWood Subdivision.

ASSIGNORS, hereby consent to the formation of a homeowners association for WildeWood Sections I, II, III and IV, to be known as the WildeWood Sections 1- IV Homeowners Association, Inc, a South Carolina non-profit corporation, and hereby authorize the WildeWood Sections I - IV Homeowners Association, Inc. to do all acts reserved unto Assignors by said covenants, conditions, restrictions and easements now existing of record including the enforcement thereof, and by any covenants, conditions, restrictions and easements to be developed and imposed hereafter.

ASSIGNORS, by this Assignment assign all of their rights, as herein set forth, to such covenants without warranty or guarantee of any type or description.

WildeWood Sections I - IV Homeowners Association, Inc. by acceptance of this Assignment, agrees to hold harmless Assignors, their successors and assigns and shall indemnify Assignors from and against all claims, causes of action, liability, costs and attorneys fees, accruing after the date of this Assignment by reason of acts and/or omissions occurring after the date of this Agreement on the part of WildeWood Sections I - IV Homeowners Association, Inc., its successors and assigns, under said covenants, conditions and restrictions currently existing or imposed hereafter. WildeWood Sections I-IV Homeowners Association, Inc., its successors and assigns, does not, however, assume any responsibility for claims, causes of action, liability, costs and attorney fees, accruing prior to the date of this Assignment by the reason of acts and/or omissions occurring prior to the date of this Agreement on the part of Assignors, their successors and assigns, under said covenants, conditions and restrictions currently existing.

WITNESS, Our hands and seals effective on this date as above noted.

Signed, sealed and delivered
in the presence of:

WildeWood I, Associates

By: ______________ (SEAL)

Its: General Partner

WildeWood II, Associates

By: ______________ (SEAL)

Its: General Partner

WildeWood III, Associates

By: ______________ (SEAL)

D1430 P 0224

Its: General Partner

WildeWood IV, Associates

By: E Hatt Manning (SEAL)

Its: General Partner

TATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness and made oath that she/he saw the within named Assignors, sign, seal and as the act and deed of the partnership, deliver the within Assignment of Covenants, and that the deponent with the other subscribing witness hereto witnessed the execution thereof.

[signature]
Witness

SWORN to before me this 19
day of Jan, 1998
[signature] (L.S.)
Notary Public for South Carolina
My Commission expires: 11-27-06

JAN 26 98 340680

D1430 P 0226

PAID

ELECTRONICALLY FILED - 2022 Mar 04 2:40 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4001147

TITLE NOT EXAMINED BY McLAREN AND LEE LAW FIRM

STATE OF SOUTH CAROLINA)
) **QUIT-CLAIM DEED**
COUNTY OF RICHLAND) **(CORRECTED)**

KNOW ALL MEN BY THESE PRESENTS, that we, C. HEATH MANNING AND DARNALL W. BOYD, by Quit-Claim Deed dated September 1996, and recorded on November 15, 1996, in the Office of the RMC for Richland County, South Carolina in Deed Book 1348, at Page 980, conveyed the below described property to Olde Wildewood Homeowners Association, Inc. (now known as Wildewood Sections I-IV Homeowners Association, Inc.), subject to a reverter provision, which Grantors now desire to and hereby release to Wildewood Sections I-IV Homeowners Association, Inc.

NOW, THEREFORE, for and in consideration of the sum of $5.00 paid by Grantee to Grantor, and based upon the mutual covenants and conditions set forth below, C. HEATH MANNING and DARNALL W. BOYD, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, release, and quit-claim unto the said Wildewood Sections I-IV Homeowners Association, Inc., its successors and assigns all that lot of land, with improvements thereon, situate in the State of South Carolina, County of Richland, located at the intersection of Polo and Mallet Hill Roads and consisting of Parcel A (containing 3,082 square feet), Parcel B (containing 2,448 feet) and the Median Parcel (containing 3,604 feet), together with the curbing on the median parcel as shown and delineated on a plat prepared for C. Heath Manning by United Design Services, Inc. dated July 9, 1996, to be recorded.

Subject, however, to the following terms, conditions, obligations and restrictions (The Covenants) which shall run with the title to said property:

1. That the landscaping, entrance-way walls and the brick and bronze marque shall be preserved and maintained in a manner consistent with upscale residential real estate developments.

2. In the event of damage or destruction to said entrance-way improvements and/or landscaping, they shall be restored as nearly as possible to their original condition and without unreasonable delay.

3. Grantors hereby release to Grantee all reversionary rights previously reserved by them, including but not limited to those set forth in the Quit-Claim Deed dated September 1996, and filed November 15, 1996 in the Office of the RMC for Richland County, South Carolina in Deed Book ____, at Page ____.

FILED
98 JAN 26 PM 3:50

4. Wildewood Sections I-IV Homeowners Association, Inc., by its acceptance of this deed, agrees to hold harmless C. HEATH MANNING AND DARNALL W. BOYD, their heirs and assigns, and shall indemnify them from and against all claims and causes of action accruing after the date of this deed by reason of acts and/or omissions on the part of Grantee in connection with the maintenance of the common areas herein conveyed to Grantee pursuant to this deed.

Grantee's Address: 11 Charley Horse Road
Columbia, SC 29223

Portion of Tax Map Number: 22705-01-04

Subject, however, to existing easements, restrictions or plats of record.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premise belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Wildewood Sections I-IV Homeowners Association, Inc., its successors and assigns, forever, from and against us and our heirs and assigns.

WITNESS our hands and seals this 19th day of Jan in the year of our Lord One Thousand Nine Hundred and Ninety-~~Seven~~ Eight and in the Two Hundred and Twenty-First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

AS TO C. HEATH MANNING-GRANTOR

C. HEATH MANNING-GRANTOR

AS TO DARNALL W. BOYD-GRANTOR

DARNALL W. BOYD-GRANTOR

AS TO DARNALL W. BOYD-GRANTOR

D1430 P0228

...E SOUTH CAROLINA)
) **PROBATE**
...OF RICHLAND)

PERSONALLY appeared before me MICHELLE M. SMOCK the ...rsigned witness and made oath that (s)he saw the within named ...EATH MANNING, sign, seal, and as his act and deed, deliver the ...hin written instrument, and that (s)he with JULIE A. PRIDGILET ...itnessed the execution thereof.

[signature]

SWORN to and subscribed before
me this 19 day of Jan 1998

[signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11-27-06.

D1430 P 0229

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF RICHLAND)

PERSONALLY appeared before me Roy B Knesson the undersigned witness and made oath that (s)he saw the within named DARNALL W. BOYD, sign, seal, and as his act and deed, deliver the within written instrument, and that (s)he with Valerie M. Bofley witnessed the execution thereof.

Roy B Knesson

SWORN to and subscribed before me this 21st day of January 1997.

[signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 07-12-06.

klj:jtm\wildewoo.doc

RECORDED THIS ... DAY ... RICHLAND COUNTY ...

Book 2584-1247
2021008087 02/08/2021 14:43:31:203
Fee: $25.00 County Tax: $0.00 Unpaid Assesment Lien State Tax: $0.00
2021008087 John T. Hopkins II Richland County R.O.D.

STATE OF SOUTH CAROLINA	)	
COUNTY OF RICHLAND	)	
WildeWood Sections I-IV Homeowners Association, Inc.,	)	
Plaintiff,	)	**NOTICE OF LIEN FOR UNPAID HOMEOWNERS ASSESSMENTS, FEES AND ANNUAL DUES**
v.	)	
James A. Leonard, III and Sheryl A. Leonard,	)	
Defendants.	)	

NOTICE IS HEREBY GIVEN that WildeWood Sections I-IV Homeowners Association, Inc., a South Carolina Corporation, is due the principal sum of **$1,214.40**, as of January 27, 2021, plus interest, costs and attorneys' fees and such other and further assessments, dues and late fees accruing after said date from the property owner(s), James A. Leonard, III and Sheryl A. Leonard.

That by virtue thereof, by the service and filing of this Notice of Lien, WildeWood Sections I-IV Homeowners Association, Inc. has and claims a lien to secure the payment of the obligations due and owing, plus costs, late fees, expenses and such other dues and assessments accruing after January 27, 2021 on the property described as follows:

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being Northeast of the City of Columbia, County of Richland, State of South Carolina, and being more clearly shown and delineated as LOT 9, BLOCK P, on a plat prepared for James A. Leonard, III and Sheryl A. Leonard, by Cox and Dinkins, Surveyors dated August 3, 1985, and recorded in Plat Book 50 at page 4824, and having such boundaries and dimensions as are shown thereon; reference being craved thereto as often as necessary for a more complete and accurate legal description.

This being the same property conveyed to James A. Leonard, III and Sheryl A. Leonard as joint tenants with rights of survivorship, and not as tenants in common, by Deed of James A. Leonard, III and Sheryl A. Leonard, dated January 28, 2019 and recorded with the Richland County Register of Deeds Office on January 28, 2019 in Book 2367 at Page 2706.

Tax Map No.: 22810-01-12

Property address: 131 Running Fox Road, Columbia, SC 29223

[SIGNATURE PAGE FOLLOWS]

WildeWood Sections I-IV Homeowners Association, Inc. v. Leonard
NOTICE OF LIEN FOR UNPAID HOMEOWNERS ASSESSMENTS, FEES AND ANNUAL DUES

IN WITNESS WHEREOF, WildeWood Sections I-IV Homeowners Association, Inc., has hereinto set its Hand and Seal, by its undersigned officer, this the 2nd day of February, 2021.

KKal
Witness # 1 Signature

Janice Gilstein
Witness # 2 Signature

By: Sean A. O'Connor
Sean A. O'Connor (SC Bar No. 68382)
Malena A. Dinwoodie (SC Bar No. 103978)
FINKEL LAW FIRM LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
843.577.5460 [T]; 843.577.5135 [F]
soconnor@finkellaw.com;
mdinwoodie@finkellaw.com
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

PERSONALLY appeared before me, the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named WildeWood Sections I-IV Homeowners Association, Inc., by and through its attorney and authorized agent, Sean A. O'Connor, Esq., or Malena A. Dinwoodie, Esq., sign, seal and as its act and deed, deliver the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or a beneficiary of the transaction.

KKal
First Witness Signature

Katherine Klaiber
First Witness Printed Name

Acknowledged, sworn to and subscribed before me)
This, the 2nd day of February, 2021)
Alice Kugler)
Notary Public for the State of South Carolina)
My commission expires: 4/20/30)

Alice Kuyel
Printed Name of Notary

Know your neighborhood. Know your neighbors.

WildeWood

Homeowners Association I-IV

Dear Neighbors,

As 2019 winds to a close I hope you are enjoying the holiday season with family and loved ones and looking forward to a prosperous new year.

Included with your enclosed 2020 WildeWood I-IV Homeowners Association (HOA) assessment billing is the additional annual assessment charge that provides for a deed restriction on the club course and the protection of our property values by preserving the WildeWood club property, and entitles our HOA members in good standing to a social membership in the new club.

Background Details on our HOA and The Wildewood Club:

- The open space zoning (TROS) on the WildeWood Club course was at risk after the Richland County Council reversed course for the failed Crickentree Club course, eliminated its TROS and approved revised zoning for residential development that is currently underway on that course.
- The decision to provide the community's support for preservation of the local club property was implemented by <u>a vote of the **Wildewood I-IV HOA residents** in November 2018</u>. Following the Wildewood I-IV Bylaws procedure, I-IV residents voted in a special meeting to amend the Bylaws to change the annual HOA assessments to include this charge in order to preserve and protect property values, a basic tenant of your CC&R Governing Documents & HOA By-Laws.
- The former *'The Members Club'* was sold at foreclosure in September of 2019, setting in motion the purchase of the local WildeWood Club assets by the WildeWood Community Partners Group (WCPG) and the implementation of the resident vote result and our negotiated HOA contract - Terms of Agreement with WCPG.
- This assessment is **NOT** voluntary but a required obligation by each lot owner to ensure the continuation of a successful community club and prevent the loss of the golf course property which would impact all WildeWood I-IV property values.
- According to the Terms of Agreement, WildeWood I-IV residents also have access to club social functions, use of the community pool and a private park soon to be completed.
- You are still obligated to pay the assessment for your property, even if you chose not to use the club.
- The HOA Board and our property management company CAMS (formerly Southern Community Services SCS) will continue to monitor assessment payments and take steps to ensure payment is completed by all Wildewood I-IV residents according to our Bylaws and Collection policies.

- Questions concerning the payment of assessments due may be directed to Taylor Hayes, CAMS Community Property Manager, at 877-672-4726.

Many positive responses have been received by the HOA Board following several new community events sponsored by The Wildewood Club during the last two months, and more community wide events are in the planning stages.

The HOA has provided the club management with our residents' contact information to promote communication of planned events open to all social members. However, some of our residents have not provided the HOA their email address.

The Club will only be using **emailed notices and social media** (Public Facebook page at 'The WildeWood Club') to communicate social activities and pool activities/hours/rules, etc.

Also, the HOA uses email to publish important E-blasts & urgent information to our residents. **Please be advised: If you have not provided an email address to the HOA you may miss out on both planned club activities and HOA E-blast information.**

While the negotiation of the club and associated HOA agreement has taken a good deal of effort and activity, the WildeWood I-IV HOA Board continues to plan for the future needs of the neighborhood and will continue its focus on property maintenance, neighborhood security and violations. Thank you for your calls, reports of violations and continued support of the board's activity. I welcome your input and help as we move into 2020.

Hoping you all experience a Happy New Year!

Gail Bragg, President

WildeWood I-IV HOA

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	) FOR THE FIFTH JUDICIAL CIRCUIT
	) Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)
Plaintiffs,	) **ANSWER**
vs.	)
WildeWood Sections I-IV Homeowners Association, Inc.,	)
Defendant.	)

Defendant, WildeWood Sections I-IV Homeowners Association, Inc. ("The HOA"), hereby files this Answer and Affirmative Defenses in response to Plaintiffs' Complaint.

Each and every allegation in the Complaint is expressly denied, except those specifically admitted.

FOR A FIRST DEFENSE TO ALL CAUSES OF ACTION

(GENERAL DENIAL)

1. Answering Paragraph 1, Defendant admits that this Court has jurisdiction over the subject matter and parties. Defendant reserves its right to determine whether each of these Plaintiffs have standing to pursue these claims.
2. Defendant admits the allegations of Paragraph 2 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

3. Defendant admits the allegations of Paragraph 3 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

4. Defendant has no information at present that would permit it to admit or deny the allegations of Paragraph 4 and therefore denies same.

5. Answering Paragraph 5, Defendant admits that the quoted language appears in the subject deed and craves reference to the subject deed in its entirety; and would further show that the property is subject to the covenants, conditions, restrictions and easements found in Deed Book D724 at page 76, which state in relevant part, "It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of any violation of any of said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any appropriate remedy without liability for damages." Said deed further states, "Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth on this Declaration."

6. Defendant admits the allegations of Paragraph 6 upon information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

7. Answering Paragraph 7, Defendant incorporates by reference its response to Paragraph 5 as fully and effectively as if set forth herein verbatim.

8. Defendant admits the allegations of Paragraph 8 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

9. Defendant admits the allegations of Paragraph 9 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

10. Defendant has no information at present that would permit it to admit or deny the allegations of Paragraph 10 and therefore denies same.

11. Answering Paragraph 11, Defendant admits that the quoted language appears in the subject deed and craves reference to the subject deed in its entirety; and would further show that the property is subject to the covenants, conditions, restrictions and easements found in Deed Book D408 at page 76, which state in relevant part, "It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of any violation of any of said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any appropriate remedy without liability for damages." Said deed further states, "Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth on this Declaration."

12. Defendant admits the allegations of Paragraph 12 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

13. Defendant admits the allegations of Paragraph 13 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

14. Defendant admits the allegations of Paragraph 14 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

15. Defendant has no information at present that would permit it to admit or deny the allegations of Paragraph 15 and therefore denies same.

16. Defendant has no information at present that would permit it to admit or deny the allegations of Paragraph 16 and therefore denies same.

17. Answering Paragraph 17, Defendant admits that the quoted language appears in the subject deed and craves reference to the subject deed in its entirety; and would further show that the property is subject to the covenants, conditions, restrictions and easements found in Deed Book 336 at page 358, which state in relevant part, "It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of any violation of any of said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any appropriate remedy without liability for damages." Said deed further states, "Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth on this Declaration."

18. Defendant admits the allegations of Paragraph 18 on information and belief and craves reference to a valid and complete title search for full information pertaining to the subject property.

19. Defendant admits the allegations of Paragraph 19, except for the term "purported," and would further show that all covenants, conditions, restrictions and easements imposed upon each of the subject properties by the original Developer and Grantor, duly recorded as part of a general scheme or plan of restrictions applicable to all of the properties in Sections I-IV of WildeWood, and transferred to the Developer and Grantor's successors and assigns, including but not limited to The Manning Company and WildeWood Associates I though IV, including the lawful authority to enforce, alter, amend or release the same at will, was

effectively assigned to WildeWood Sections I -IV Homeowners Association, Inc., by the referenced Assignment dated January 19, 1998.

20. Answering Paragraph 20, Defendant is without specific knowledge or information sufficient to admit or deny the allegations of Paragraph 10 and therefore denies same.

21. Defendant admits the allegations of Paragraph 21, except for the term "purported," and would further show that all subsequent amendments and alterations to the covenants, conditions, restrictions and easements applicable to all properties in WildeWood Sections I-IV have been duly and properly adopted according to the HOA's Bylaws, and are enforceable, binding on and appurtenant to each of Plaintiffs' subject properties.

22. Answering Paragraph 22, the facts as alleged by Plaintiffs are incorrect and therefore denied as written. Defendant would show that in 2018, "The Members Club at Wood Creek and WildeWood, LLC," which owned and operated both the Wood Creek and WildeWood golf courses and related amenities, went out of business. First Citizens Bank foreclosed on the properties and offered them both for sale to the highest bidder. In an effort to preserve and protect the property values of the residences and the character of the WildeWood neighborhoods, and prevent the Club property from falling into disrepair or abandonment, as had been the fate of Coldstream Country Club in Lexington County (with the corresponding decline in neighborhood property values, and/or being subject to incompatible commercial or residential multifamily development, with accompanying destruction of green space, increased traffic congestion, loss of architectural control and unmeetable demands on neighborhood infrastructure), a group of approximately 50 WildeWood residents (the Investor Group) came together and approached each of the WildeWood HOAs, including the Defendant, with a proposal to raise sufficient annual

operating and maintenance capital to support the Club in the event that Investor Group was successful in purchasing the Club property from First Citizens. The proposal was for the Investor Group to purchase, repair, improve and operate the Club, and to agree to not sell the property or develop it, but instead to restrict it to operation as a private Club for a minimum of 25 years. As an additional but separate benefit, some limited rights would be granted to HOA members to use Club amenities (pool, golf, tennis, walking privileges, food and beverage services, and other recreational, social and charitable community activities) which they did not previously enjoy. To ensure financial operation of the Club and the continued protection of the properties owned by the HOA members the Investor Group would place a deed restriction on the Club property restricting the property to use as a private Club, in consideration of and exchange for an assessment of $40/month from each HOA member, to be billed and collected by the HOA and paid to the newly formed WildeWood Club. In accordance with the HOA's Bylaws, this proposal was duly noticed by the Defendant to its members, voted on by a quorum of HOA members in good standing (including several of these Plaintiffs now claiming to not be members of the HOA), and was overwhelmingly approved and adopted as an amendment to the HOA's Bylaws. Thereafter, a binding Agreement (hereafter referred to as the "Property Values Preservation and Club Participation Agreement" or "VPA") consistent with the November 2018 amendment to the HOA Bylaws, was negotiated, was duly voted on and unanimously approved by the Defendant's Board, as well as the other participating HOAs in WildeWood, and was executed and filed on January 10, 2019, with Richland County at Book 2364-2554, and also with the South Carolina Secretary of State's office. In reliance on this Agreement, the Club property was purchased by the Investor Group, and a Deed

Restriction as described above was duly recorded. Since this time, participation and payment by HOA members in good standing has exceeded 95%. Membership in the new WildeWood Club is voluntary. HOA members are not automatically members of the WildeWood Club. All funds raised by the Value Preservation Agreement have been used for capital improvements that directly benefit the participating HOAs and their members. As a direct consequence of this unprecedented coming together of neighbors, home values have been preserved and have increased more than homes in nearby non-participating neighborhoods, and the WildeWood community, including these Plaintiffs, have directly benefited therefrom, in an amount far in excess of $40/month.

23. The allegations of Paragraph 23 are denied as written. Defendant's response to Paragraph 22 is incorporated herein as fully and effectually as if set forth verbatim.

24. Defendant has no information at present that would permit it to admit or deny the allegations of Paragraph 24 and therefore denies same. Defendant would further show that the $40/month is not for a "Pool and Social Membership." The VPA funds are in consideration for the Deed Restriction which protects the Plaintiffs' property values and the aesthetics and overall architectural scheme of the WildeWood community. Memberships in the WildeWood Club are available at prices well in excess of $40/month. While many HOA members have subsequently joined the Club at varying levels, many others have not.

25. The allegations of Paragraph 25 are admitted.

26. The allegations of Paragraph 26 state a legal conclusion to which no response is necessary.

27. The allegations in Paragraph 27 describing the nature of this lawsuit are not factual in nature, and therefore no response is required. To the extent a response is required the allegations are denied and the Defendant would show as follows:

(a) that the assignments by the Developer/Grantor of the obligations to enforce the covenants, conditions, restrictions and easements applicable to the Subject properties were and are valid;

(b) that the covenants, conditions, restrictions and easements which apply to the subject properties are effective and enforceable as amended;

(c) that the Value Preservation Agreement was lawfully adopted; and

(d) that Defendant has the legal right to file liens on properties in the HOA for non-payment of duly adopted fees and assessments.

28. The "Wherefore" clause requires no response. To the extent a response is required, Defendant pray that Plaintiffs' Complaint be dismissed, or alternatively a declaratory judgment be rendered holding that Defendants actions complained of herein have at all times been lawful; and for an award of attorney's fees in favor of the HOA as authorized by the covenants, conditions, restrictions and easements applicable to the Subject Properties.

FOR A SECOND DEFENSE

(STATUTE OF LIMITATIONS)

29. Plaintiffs claims are barred in whole or in part by the applicable Statute of Limitations.

FOR A THIRD DEFENSE

(LACK OF STANDING)

30. To the extent that Plaintiffs contend they are not in fact required to be members of the HOA, and are not subject to the covenants, conditions, restrictions and easements complained of herein, they have no standing to challenge the actions of Defendant or to pursue these claims.

FOR A FOURTH DEFENSE

(WAIVER AND ESTOPPEL)

31. As previously alleged, one or more of these Plaintiffs voted in person or by proxy in November of 2018 on the Value Preservation Assessment resolution, and are therefore estopped from now contending they are not members of the HOA. Each of these Plaintiffs had the right to vote and participate in the meetings to decide whether to adopt this amendment.

32. Over the course of their ownership of the Subject Properties, one of more of these Plaintiffs have paid HOA fees and assessments, have satisfied prior liens for nonpayment, and in other respects have conducted themselves as members of the HOA, and acquiesced to the authority of the HOA to adopt and enforce these covenants, conditions and restrictions;

33. Accordingly, the named Plaintiffs have waived and are estopped from now contending they are not members of the HOA and not bound by the covenants, conditions, restrictions and easements applicable to the Subject Properties, because they are unhappy about an assessment that demonstrably protects their property values and directly benefits each of them.

FOR A FIFTH DEFENSE

(BENEFITS HAD AND RECEIVED)

34. Each of these Plaintiffs have at various times actively and/or tacitly accepted tangible benefits from the HOA over the duration of their ownership of their subject properties, including enforcement of architectural controls designed to preserve and protect property values, neighborhood security funded by the HOA, maintenance of common areas, roads and infrastructure, communication as to matters of neighborhood interest as to zoning issues, neighboring land use, traffic control, and have enjoyed the demonstrable financial benefits of owning property in a planned community subject to binding covenants, conditions, restrictions and easements, and are therefore precluded for receiving these benefits but refusing to pay the modest fees and assessments these funds enable.

FOR A SIXTH DEFENSE

(LACHES)

35. Plaintiffs have been owners of their respective properties for as many as 37 years without claiming they are not bound by the subject covenants, conditions and restrictions, and to the extent that their claims are valid, which is denied, they have waited until such time that many applicable parties and witnesses are no longer available either by death, relocation, corporate dissolution or otherwise.
36. Accordingly, as a result of this delay, Plaintiffs' claims are barred by the doctrine of Laches.
37. Defendant reserves the right to amend its Answer to assert additional facts and affirmative defenses as appropriate.

38. All allegations and legal conclusions of Plaintiffs Complaint not specifically admitted herein are denied.

WHEREFORE, having fulling answered Plaintiffs' Complaint, Defendant prays that the Complaint be dismissed, with all costs and attorney's fees collectively assessed against Plaintiffs, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted.

WILLIAMS MULLEN

By: s/ Richard H. Willis
Richard H. Willis
SC Bar No.: 6159
rwillis@williamsmullen.com
John G. Tamasitis
SC Bar No.: 101875
jtamasitis@williamsmullen.com
1230 Main Street, Suite 330
Columbia, SC 29201
(T): 803-567-4611
(F): 803-567-4601

And

Sean A. O'Connor
SC Bar No.: 68382
soconnor@FinkelLaw.com
Finkel Law Firm, LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(T): 843.577.5460
(F): 866.800.7954

Attorneys for Wildewood Sections I-IV Homeowners Association, Inc.

State of South Carolina)
)
County of Richland)

James A. Leonard, III,) 2022-CP-40-01147
Sheryl A. Leonard,)
Merrie P. Grant, G.)
Duncan Grant, and Pamela)
K. Smith,) Transcript
)
Plaintiffs,) of
)
v.) Hearing
)
WildeWood Sections I-IV)
Homeowners Association,)
Inc.,)
)
Defendant.)

Date: April 18, 2024

Time: 2:59 p.m.

Location: Richland County Judicial Center, 1701 Main Street, Courtroom 2-D, Columbia, South Carolina

Reported by
Breanna Sharper

APPEARANCES

Presiding: The Honorable Joseph M. Strickland
Richland County
Columbia, South Carolina

For the Plaintiffs: Spencer A. Syrett, Esq.
Law Office of Spencer A. Syrett
Columbia, South Carolina

For the Defendant: John G. Tamasitis, Esq.
Richard H. Willis, Esq.
Williams Mullen
Columbia, South Carolina

INDEX

EXHIBITS

No exhibits were marked during the course of this hearing.

PROCEEDINGS

THE COURT: All right. This is Civil Action Number 2022-CP-40-1147, "James A. Leonard, III, and others v. the WildeWood Sections I-IV Homeowners Association, Incorporated." Now before the Court is a motion by the defendant for summary judgement.

(To Mr. Willis) You may proceed.

MR. WILLIS: Thank you, Your Honor. Richard Willis for the defendant, WildeWood Section I-IV Homeowners Association. Have with me today Mr. John Tamasitis, who's also on the pleadings with me.

Your Honor, before we were -- we went on the record, I've handed you up a notebook which contains our brief, an affidavit authenticating various documents that we've submitted in support of our motion. Your Honor, there are four claims that the plaintiffs have brought in this case. This is a declaratory judgment action; it's not a -- it's not a lawsuit for money, and there is no counterclaim -- the homeowners association has not counterclaimed against the plaintiffs for back payment of any HOA assessment fees, so it's -- it presents some interesting legal issues.

There are four claims: Claim Number 1 is that the January 1998 assignment of the covenants and restrictions, the CC&Rs, is -- was -- that was assigned from the developers, The Manning Company, to the HOA Section I-IV, that assignment is invalid; that's Claim Number 1. Claim Number 2, there were some amended CC&Rs that were filed in February of 1998, and plaintiffs contend that those are invalid and don't apply to them. And then the third claim is the one that involves the value retention assessment that was voted on by HOA I-IV on November 27th, 2018; plaintiffs contend that that -- that the HOA was without authority to impose that assessment and so, therefore, that should not apply to them, and they also contend they're not in the HOA, so it would not apply to them. And then, finally, the fourth claim is: One of the properties, the Leonards' property, which I think is on Running Fox, the HOA has filed a lien against the Leonards for nonpayment of their dues and assessments, which is the normal collection effort that the HOA goes through in -- if there's nonpayment. And the -- Mr. Syrett has -- has challenged the HOA's authority to attempt to collect pursuant to the lien and contends that that lien is invalid.

We believe, Your Honor, that the three-year statute of limitations has run as to all four of those claims. All right.

And so let me give you a little background. First of all, Your Honor, I brought a timeline, which is attached -- it's in your notebook, but I've got a -- I've got it up on a board here, which just gives you the --

THE COURT: You want to come around?

MR. WILLIS: -- the operative dates.

THE COURT: Okay.

MR. WILLIS: Yeah. And, Andy, the timeline is in the --

MR. SYRETT: Right.

MR. WILLIS: -- is in the notebook as well.

So, Your Honor, the dates that we're dealing with that we believe are important is the -- first of all, the first one down here, this goes from -- from, you know, old to new. So in -- on -- in January of 1998, the WildeWood Homeowners Association I-IV was formed --

THE COURT: Uh-huh.

MR. WILLIS: -- and that was after -- after The Manning Company had developed that property, their practice was then to have a HOA created, and then they would delegate their authority to enforce the CC&Rs over to the HOA I-IV.

THE COURT: Uh-huh.

MR. WILLIS: And appropriate filings were made, the bylaws were adopted, and that -- that was all a matter of public record in 1998. Then, if you fast-forward, Your Honor, to -- well, before I go to that -- so in 1998, the HOA was formed. In 1985, the Leonards bought their property and moved into it; they purchased 131 Running Fox Road. In 1994, the Grants purchased 55 Running Fox Road. And in 2001, Ms. Smith purchased her property at 120 Duck Pond Road. And this -- this map is also in your notebook, Your Honor, and in the notebook I provided to Mr. Syrett. But this shows you the -- the various homeowners association boundaries that are out at WildeWood.

THE COURT: Uh-huh.

MR. WILLIS: The -- the yellow one is the biggest one, and that's HOA I-IV. Used to be each separate section, but they were all combined in one big homeowners association in 1998. And there are approximately 620 homes that are in that HOA I-IV.

THE COURT: Uh-huh.

MR. WILLIS: They -- they are a participating entity in the -- in the deal with the club to charge a value retention assessment in order to help the homeowners purchase the -- the club. So that's the largest HOA, and they're the only defendant. And you can see their houses. So that house is -- that's Mr. Grant's house -- Mr. and Mrs. Grant. This is Mr. and Mrs. Leonard over here, and then this is Mrs. Smith here. So just in terms of location, they're not on the edge. They're not -- they're squarely in the middle of the homeowners association. These other homeowners associations are represented as well. The pink is The Enclave, which is across the street from the entrance to the club; this is Section V in green. This is Turkey Point; it's in purple. And a club called Woodsview is over here. And these -- these are the -- the homeowners associations that are participating in the property value protection agreement. The -- Section VII is across the street; that's in -- that's in brown -- or beige. They actually voted to participate, but because it was a very close vote of 50-50, they decided not to do that.

And so anyway, that gives you the sense of -- of sort of the various homeowners associations that are participating in this agreement with the purchasing group to facilitate the purchasing group's acquisition of the club so it wouldn't fall into the hands of developers or go to seed or fall victim to the same thing it happened at Crickentree or Coldstream.

THE COURT: Uh-huh.

MR. WILLIS: Now, so back to the operative dates. So in -- in June of 2018, that's when the members club at Woodcreek and WildeWood announced they were going out of business and they went into foreclosure. At that time, the bank that owned the biggest note was Southern Bank, but they were -- Southern Bank was acquired by First Citizens, so First Citizens completed the foreclosure. In July of 2018, the WildeWood Investor Group was formed. And that's -- it's called "WildeWood Community Purchase Group," WCPG. It was formed, and 60 homeowners are part of that group; that's how the money was raised to purchase the club. And they went to the various HOAs, the boards, the leaderships of the various HOAs at WildeWood, and they said, "Look, we're not going to do this unless you agree to support the club because there's no way for the club to survive unless the neighborhood supports it."

THE COURT: Uh-huh.

MR. WILLIS: So the boards listened; they voted to accept the proposal that was made by the investor group, but they -- that had to be taken to the members of the homeowners association as a whole in order to vote on it.

And so in October of 2018, notice went out to all of the homeowners association members in Section I-IV, all 600 homeowners, announcing the -- what the issue was; it had a copy of the proposed resolution, and it said, "Okay. We're going to come have a meeting, and we're going to talk about this, and we're going to have a vote." So that meeting and vote occurred on November 27, 2018, and the HOA I-IV voted in favor of accepting this value retention assessment proposal. We -- I've got that in red, Your Honor, because I believe that's the operative date for where the statute of limitations begins to run on challenging that, and that's also supported by the South Carolina Homeowners Association Act, which basically says when a homeowners association enacts a policy or a rule or regulation, it then becomes effective.

THE COURT: Uh-huh.

MR. WILLIS: So in -- in January of 2019, that agreement that was voted on, the resolution and sort of the draft of a -- simplified draft of the terms of the agreement, that was filed with the with the -- with the --

MR. TAMASITIS: -- Register of Deeds.

MR. WILLIS: -- Register -- Register of Deeds here in Richland County.

In -- the next date I have in here -- and the reason I have it in red is -- it's March 4, 2019 -- Mr. Syrett's lawsuit was filed on March 4, 2022. And it's a three-year of limitations, so the way I think about this is: I look at the date the suit was filed, and then I go back three years; anything that happened within that three-year period of time, the statute of limitations has not run, right? So anything that happened within that three-year period of time is -- would be actionable, but anything before that is not because Mr. Syrett's clients were clearly on notice that there was a homeowners association. The -- Mr. Leonard and his wife paid their dues for 33 years. Mr. Grant and his wife paid their dues for 23 years. Ms. Smith paid her dues for 17 years. They stopped paying when the HOA voted to adopt this value retention assessment because they didn't agree with it.

THE COURT: Uh-huh.

MR. WILLIS: And that's certainly -- they're within their rights to do that. But we believe they're bound by the HOA's decision. It was, you know, put to a vote; 81 percent of the people that were there voted in favor of it. And so our whole point here, without really getting into the merits of Mr. Syrett's claims, is he's too late. The statute of limitations on challenging the formation of the HOA and its authority to enforce the CC&Rs, that -- that statute of limitations would have begun to run on January 19, 1998, or whenever Ms. Smith acquired the property. So -- but the statute of limitations there is -- it ran decades ago. So it's too late to challenge anything having to do with the validity of the homeowners association to impose CC&Rs, to enforce liens, or whether or not they have, you know, the power -- whether or not they're -- these -- his three clients are members of the HOA. That statute of limitations has long since run.

The -- the question about the value retention assessment, the club deal: Well, that was adopted on November 27, 2018. So under the South Carolina Homeowners Act, the statute would begin to run at the time of adoption because that's when that resolution becomes effective, and they -- and three years from that would have been 11/27/2001, so Mr. Syrett's clients missed the statute of limitations by about 3 1/2 months.

THE COURT: 2021. You said 2001.

MR. WILLIS: Yeah. I'm sorry. 2021. I apologize.

THE COURT: That's all right.

MR. WILLIS: So that was when -- that's when the -- they had three years to challenge that adoption of that resolution, and that three years would have run on November 27, 2021; the suit wasn't filed until 3 1/2 months later.

Now, on the lien -- I was thinking about this today: The -- Mr. Leonard's property is the only property that has had a lien recorded against it. And that -- and I think that was done in February of 2021, so the statute would not have run on the lien. And I can't imagine that if -- if there's no lien on your property, I don't see how you would be required to challenge it. So that claim is probably going to survive the statute of limitations challenge. Now, sort of the right of the HOA to impose liens on people generally, well, that's been around since 1998. But the specific -- specific lien as to the Leonards' property is probably challengeable, and the statute hasn't run as to that. But as to the other three claims, it clearly has, that he's too late to challenge the formation of the HOA, he's too late to challenge whether the HOA has authority to enforce the CC&Rs, he's too late to challenge whether or not these three properties are within the HOA because they -- they've known for decades that they're in the HOA, and they never challenged it. They never sued ever until they got mad about the value retention assessment.

And then -- so that's essentially our argument, Your Honor, in terms of the facts. The question is -- the legal question is: Could the plaintiffs have brought any of these claims before March 4, 2019? And if they could have, they're out of time. And the answer to that is yes. The three-year statute applies; it's 15-3-530. I've got a copy here if Your Honor needs me to hand it up. But the South Carolina case law is very clear on this in terms of what statute of limitations applies, and there's a -- the leading case, Your Honor, is -- I've got a copy of it here if the Court needs it. It's the -- let me see if I can put my hands on it. Here it is, Your Honor. The name of that case is "First Federal Savings and

Loan Association of Charleston v. Bailey." And the case says, "Covenants requiring payment of -- payment of maintenance assessments are contractual in nature and bind the parties to the covenants in the same manner as other contracts." So it's essentially a contract claim, three-year statute of limitations.

THE COURT: There's not a separate statute of limitations for declaratory judgments?

MR. WILLIS: No. There's no, Your Honor. You look to the underlying basis of the claim when you're trying to determine whether or not there's a -- what the statute of limitations would be for a DJ action.

THE COURT: Uh-huh.

MR. WILLIS: So there's not an independent one for a DJ action. So if you brought a DJ action, for example, on a UCC matter, you'd have a six-year statute of limitations if it was breach of implied warranty. If you brought it for a tort, it would be three years. If you brought it for a -- something involving state government, you'd have a year. So that's how you -- that's how you decide what the limitations should be for a DJ action.

THE COURT: Now --

MR. WILLIS: So since this is contract, it's three years.
THE COURT: All right. (To Mr. Syrett) Is that -- is that an issue of fact? Is that -- is that something you disagree with, that it's a contract action?
MR. SYRETT: I disagree that the 20 -- that three-year statute applies, but the restrictive covenants are a sealed instrument, and so it would be 20 years.
MR. TAMASITIS: No. They're not.
MR. SYRETT: Assuming they're -- but --
MR. TAMASITIS: No.
MR. SYRETT: But we have -- our argument is when the time frame starts --
THE COURT: Okay.
MR. SYRETT: -- and we don't believe he's correct in his analysis as to when the clock starts running.
THE COURT: All right. And I'm sorry to interrupt you, Mr. Willis.
MR. WILLIS: That's all right, Your Honor. And we looked at that, whether that -- whether that statute of limitations would apply to these claims, but these claims aren't challenging the underlying validity of the CC&Rs.
THE COURT: Uh-huh.

MR. WILLIS: What they're challenging is the authority of the HOA to adopt them and enforce them, which would be covenants/contracts, which -- where the -- the three-year statute would apply, not the 20-year statute.

Then -- so, Your Honor, as -- as Your Honor knows -- we put this in our brief -- the discovery rule would apply here. So the question is: When would a reasonable person be on notice that they either knew or should know that they had a claim? Well, the Grants and the Leonards and Ms. Smith were all complaining to -- Ms. Smith filed an action with the Better Business Bureau the day before the vote in 2018, and the Leonards and the Grants complained as well. Everyone knew that this was -- this was happening. In fact, the Leonards voted on whether or not to apply the value retention assessment; they voted no. And so now they -- they can't be heard now to come in and say, "Oh, no, no. We're not in the HOA." Well, I mean, they -- they've been paying dues for -- for decades, and the Leonards voted in -- in the -- in the vote as to whether or not to do this. So we just don't -- they can't really be heard to say, "Well, I'm not in the HOA" because they -- they've acted as if they are. So, Your Honor, again, back to my question: Would -- all three of these plaintiffs would have had a claim that they could have asserted before March 4th, 2019. They could have challenged the 1998 assessment if they'd been timely. They could have challenged the amended CC&Rs. They could have challenged the value retention assessment. The only thing they couldn't have challenged is the lien on Mr. Leonard's property because that is -- the statute hasn't run as to that.

Now, one other issue I want to raise, Your Honor, and -- and this is whether or not plaintiffs have made an effective challenge to our motion for summary judgment. Your Honor, we made this motion in -- maybe six months ago, in November. It's been scheduled for argument several times. There's been -- the plaintiffs have not prosecuted their case. There have been no depositions taken. We had to move to compel to get discovery from them. There's a set of requests to admit that form the basis for our motion that they didn't respond to, so those are deemed admitted. But they filed nothing. There's no affidavit setting out what the issue of material fact would be, which is required under

Rule 56. Now, Mr. Syrett brings in a short brief today, and certainly he can file that, but that's not how you oppose a motion for summary judgment. And the rule could not be clearer, Your Honor, and -- and it's mandatory. And I'm sure Your Honor knows it, but Rule 56 basically says, "The adverse party" -- this is -- this is Rule 56(c) -- "Motions and Proceedings Thereon: The adverse party may serve opposing affidavits not later than two days before the hearing." Well, there are no opposing affidavits here. "The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to material fact, and the moving party is entitled to judgment as a matter of law." So there's been nothing filed except this three-page brief, which really doesn't even address the issues that we've raised.

And then finally, Your Honor, if you look at Rule 56(e), which says, "Forms of Affidavits; Further Testimony; Defense Required," it says -- and this is an important point -- "When a motion for summary judgment is made and supported as provided in this rule," which we have done, "an adverse party may not rest upon the mere allegations or denials of his pleadings, but his response, by affidavits or otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be granted." So, Your Honor, if -- if Mr. Syrett's clients haven't effectively opposed the motion, Your Honor's required to grant it under the rule, and there's been no effective opposition. Until today when we got Mr. Syrett's brief, there's no opposition at all.

But before Your Honor can say, "Oh, there's a question of fact here and I want to hear testimony," which frankly, Your Honor, is fine with us, but before you can do that, he's got to effectively oppose the motion under the rule, and -- and they have not been able to do that. So Rule 56 is clear; it's mandatory. The Court really has no discretion to waive it, and it -- it compels granting of our motion.

Finally, Your Honor, it's sort of the background that we've talked a little bit about; it's important to note: Plaintiffs filed this suit. They were not sued by the HOA, and they're not going to be sued by the HOA. There's been no counterclaim; that's just not how the HOA collects these funds. The HOA is not suing the plaintiffs seeking to enforce the value retention assessment or the dues, and so dismissal of this case at this stage hurts no one, Your Honor; it simply restores the situation to what it was in March of 2022 before Mr. Syrett filed suit. The Grants, Ms. Smith, and the Leonards have unpaid balances; they can deal with the HOA on those if they want to. The -- what the HOA will probably do is file liens as to the other two pieces of property, and then they wait and see if the property ever gets sold, and then the liens get satisfied, and that's how the HOA gets paid.

So that's the -- so that's what we're asking the Court to do is dismiss this case because even though it raises interesting legal issues -- and it does -- they're too late. They can't challenge something that happened in 1998 in 2024. And they can't challenge something that happened in 2018 by a lawsuit that wasn't filed until March of 2022. And they're -- they only missed it by three months, but they missed it. So that's the basis of our motion, Your Honor. Thank you so much for hearing

it.
THE COURT: All right. Thank you. Mr. Syrett?
MR. SYRETT: Your Honor, first of all, he keeps referring to this thing as a -- some value retention something. But in the resolution that they -- they said, "The purchasing parties" -- that's the investors -- "have offered to the WildeWood Section I-IV a special membership for $480 a year, which would be called a 'pool and social membership.'" In other words, we -- they want to impose upon the people who live in this part of the subdivision to become a member of the club, and we had no intention -- the Leonards, the Grants, and the Smiths had no intention of wanting to join the country club. All right. But -- so that's the first problem.
But the basic problem in this -- in this in this situation is that WildeWood was not developed like a normal subdivision is developed. Normally, the developer buys a tract; he has it surveyed. He then does a set of blanket restrictions for the entire subdivision, records those and the plat, and then begins to sell properties. Heath Manning didn't do it that way. In fact, based on my understanding, Heath Manning decided that he wanted

to avoid Richland County subdivision regulations, so he did individual deeds with individual restrictions and recorded an individual plat; he never recorded a subdivision plat --

MR. WILLIS: That's correct.

MR. SYRETT: -- on WildeWood. And so when the Leonards bought the property in 1985, their deed has a set of restrictions in that deed, and there are no blanket restrictions for his property other than what they tried to do in 1998. Interestingly enough, this -- the restrictions have -- I'm going to read this verbatim. But I've -- it's cited in my complaint, and it's -- it's part of the documents. Says here, "It's understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation, the Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed for the benefit of the Grantor alone who reserves the right to alter, amend, or release the same at will."

Okay. So these restrictions in the deed, they're for -- only for the benefit -- and in the case of the Leonards, I believe their Grantor was The Manning Company, Inc., who had gotten the property from WildeWood I, I believe, and they had the same set of restrictions in there. The deeds in both Ms. Smith's chain and the Duncans' (verbatim) chain, same thing. The Duncans (verbatim) bought the property prior to 1998; their deed's the same way. So when they form this homeowners association, Heath Manning and his companies purported to assign those restrictions in each deed to the homeowners association --

MR. WILLIS: That's correct.

MR. SYRETT: -- who then did an amended restrictions to create a membership that -- that they said purported to bind all the people in the subdivision to be members of the homeowners association. Not something the Leonards asked to join, not something that they -- was not in existence when they bought their property. Same thing with the Duncans (verbatim): There was no homeowners association; they simply bought a lot with restrictions on it. Okay.

The -- interestingly enough, he reserved the right to alter or amend; he didn't reserve the right to assign them to anyone. And by the time that this 1998 had occurred, The Manning Company and the other -- the WildeWood partnerships had sold all of the property in WildeWood that was developing; they didn't have any more property in there. When a developer sells out all the property, he loses any right to enforce the restrictions because he no longer has a dog in the fight.

Now, the restrictions could still be enforced by a homeowners association, if it exists, but it didn't until 1998, or it can be enforced, like where I used to live in Quail Valley, by your neighbor. If you don't like what you're doing, if he thinks you're violating restrictive covenants, he can bring an action to enforce those even though the developer is out of it.

So our position is that in 1998, there was nothing to assign, and because there was nothing to assign, the amendment of the -- to these comprehensive restrictions didn't apply to the Leonards, didn't apply to the Duncans -- or to Mr. Grant, I believe. And so they had a right to ignore those because they don't apply to them.

Now, one of the issues of fact in this is: Why did they make payments when they got bills?

And the Leonards will testify that they did it voluntarily, so will Mr. Grant. They voluntarily paid these because they felt like they needed -- but they never asserted they were members; they never became members. You know, I go to church, and I put 20 in the collection plate, but I may not be a member of the church, but I'm providing support for it. So those -- those actions by them don't constitute membership in the homeowners association. The homeowners association sent the Leonards -- they didn't ask for a vote. They asked -- they -- they sent them a ballot; they filled it out and sent it back. That doesn't make them a member of the homeowners association either. So they're -- in 1998, they -- they didn't need to do anything to challenge it because they said, "This -- this -- this doesn't apply to us," and they didn't voluntarily submit themselves to it.

THE COURT: Wait a minute. Let -- let me get the facts straight. So the issue of fact is whether or not they were members of the homeowners association?

MR. SYRETT: That is one of the initial issues of fact, yes.

THE COURT: But you said they -- they paid their assessments and they voted --

MR. SYRETT: Well, they -- they responded to the assessments by sending a check, but they didn't do it by -- they weren't committing to be a member by doing that, and that's an issue of fact also.
THE COURT: And they -- and they voted -- they voted on -- on what?
MR. SYRETT: They were sent -- in 2018, the Leonards were sent a ballot about whether or not this golf course deal should be enacted. They asked -- you know, they said, "Well, they asked our opinion. We checked 'no' and sent it back."
THE COURT: All right. They voted.
MR. SYRETT: But if they weren't a member, it -- the vote should not have been counted.
MR. WILLIS: The -- Your Honor --
THE COURT: Okay.
MR. SYRETT: But it was up to the homeowners association to decide who's a member and who's not. I mean, if they thought the Leonards were a member, they should have said, you know, "Here's the thing. Sign this to become a member." The Leonards could have -- in their view, had a opportunity -- should have had an opportunity to say, "No we're not" --
THE COURT: But I -- can I --
MR. SYRETT: -- and they never were given that. They

just assumed that -- they assumed these 1998 restrictions applied to everybody. I think that's a flawed conclusion because of the way those restrictive covenants were -- were applied.

THE COURT: So your -- your clients paid and they voted, but did they ever -- they ever say, "We're not members, but we're going to pay and vote"?

MR. SYRETT: They -- they did on a number of occasions say, "We're not members, but we will contribute to the support of the homeowners association."

THE COURT: They said that in writing or -- or -- verbally?

MR. SYRETT: I believe they did that. There's a letter in there where they said, "We're not going to be -- we're -- we don't want to be members of the WildeWood Club," which is what the -- the resolution --

THE COURT: No.

MR. SYRETT: -- said --

MR. WILLIS: Uh-huh.

MR. SYRETT: -- they're -- they're offering a membership in the WildeWood Club.

THE COURT: Okay. Let me -- let me get -- let me get straight. I'm -- you're talking about the membership of the homeowners association or the

WildeWood Club?

MR. SYRETT: Well, they -- the homeowners association did this resolution who said, "The investor group has offered a membership to each of the homeowners in the -- in the subdivision" -- each of the people in -- supposedly in the homeowners association -- "and it's called a 'social membership'" --

THE COURT: Uh-huh.

MR. SYRETT: -- "in the club," and the Leonards said, "We don't -- we don't want to be members of the club."

THE COURT: All right.

MR. SYRETT: "We don't want -- we don't want this to happen."

THE COURT: Did they say, "We're not members of the homeowners association"?

MR. SYRETT: They did in that letter.

THE COURT: They said, "We're not members of the homeowners association"?

MR. SYRETT: I believe they did, yes.

THE COURT: And -- and --

MR. SYRETT: They've taken that position pretty consistently. Although, they recognize that they should provide some support, but they -- they didn't become members, and that -- that's at least an issue of fact.

Now, if the 1998 assignment and the restrictive covenants are invalid, the mere passage of time doesn't make them valid. They don't magically become enforceable because somebody doesn't challenge them. The Leonards took the position they didn't have to challenge them because they knew they weren't members, and nobody was forcing them to do anything, so they didn't do that. Likewise, when they received the ballot, they didn't -- they didn't need to do anything. And they received the statement, they do anything -- they didn't need to do anything either. It's only when the homeowners association -- well, they sent them a bill, and then when they didn't pay it, they filed a lien. Now, the Leonards are being affected -- directly affected because now there's a lien on their property for an assessment that they don't believe they owe. And we certainly -- as he conceded, we certainly brought the action within three years of that lien being filed. So I believe we are timely based on the fact -- they could -- they could have passed this resolution and never sent a bill out.

THE COURT: Could they have foreclosed their lien?

MR. SYRETT: They have not foreclosed the lien.
THE COURT: Well, could they?
MR. SYRETT: They -- well, according to them, they could. Our position would be you can't impose the lien so you can't foreclose it.
THE COURT: All right.
MR. SYRETT: So. But that's basically -- that's basically -- now, with regard to Rule 56, if a motion under Rule 56 is supported by an affidavit, a defendant -- or the person opposing that motion can't merely rest on their pleadings; they have to produce affidavits countering that. There were no affidavits submitted in support of the motion for summary judgment, only documents. And so I think we had a right to come in today with our opposition. We don't -- we're not required to do anything if they don't -- if they put an affidavit in, yeah, we got to do something and we got to serve an affidavit at least two days prior to the motion hearing. There were no affidavits submitted in support of the -- of the motion for summary judgment, so I don't think we had any obligation whatsoever to come in here before today to give you a brief on our position.
And our position is basically, one, that the

assignment was invalid because the -- the partnerships and The Manning Company and the other corporations had nothing to assign; they had lost any right to enforce those restrictive covenants because they didn't have any -- they didn't own any property in WildeWood at that point. Number two, because they couldn't assign anything there was no way for the homeowners -- they could form the homeowners association, certainly could do that, but they couldn't force anyone to become a member. If people wanted to become a member, they could join, but it's a -- it would be a voluntary joining, not -- they can't mandatorily enforce that and force people to be members of it.

Now, if there was a blanket restrictive covenant on WildeWood I -- Section I that was imposed back in the '70s when it was formed, the Leonards certainly would have been required to be a member under the Mueller case in Harbison that -- that says, you know, if the restrictions are imposed and there's a homeowners association when you buy your property, yeah, you're -- it doesn't matter whether it's referred to in your deed, you're part of it; you're required.

THE COURT: Okay.

MR. SYRETT: But that is not the way WildeWood was done. There were individual restrictions, and they're in the -- I think they're in the -- the submission that he did for his motion for summary judgment, the copies of the deeds. And you see the language is: "It's only for the benefit of the Grantor," not for anyone else. There's no right to -- there's no right to retain to assign those -- those restrictions to anyone. And in fact, by the time they assigned -- they attempted to assign them, they didn't own any property, so they didn't have any right to enforce them anyway. So the assignment's invalid, and because the assignment's invalid, the restrictive covenants don't apply to the Leonards. They don't apply to the Grants. They don't apply to Ms. Smith. And so they didn't have -- they didn't have an obligation to challenge it at that point.

Same thing with the special assessment or the membership assessment: Even when it's passed, if you're not a member of the homeowners association, it doesn't apply to you. I get bills all the time for Norton and all sorts of things on the internet saying, "You know, here's the invoice. Pay this," and they -- for this service I supposedly ordered.

I never ordered it; I just ignore them.

THE COURT: All right.

MR. SYRETT: Do I need to sue them because they -- they're sending me a bill? I don't think so.

THE COURT: All right. Help -- help me out: Summarize the issues of fact.

MR. SYRETT: The issues of fact is: Was there anything to assign in 1998?

THE COURT: Okay. Now, in 1998 -- okay. Go ahead. I'm sorry.

MR. SYRETT: If the assignment was invalid, it -- none of this -- anything that happened afterwards doesn't make any difference because the homeowners association didn't get anything. Okay. Number two, did the homeowners association apply to the three plaintiffs? Was it -- was it applicable to their properties? Our position is no. Number one, it wasn't -- there was no assignment. Number two, they bought it long before this homeowners association was formed, at least two of them. Number three is: If the restrictions don't apply to them, then the -- the assessment that they did when they -- the value assessment or the membership in the WildeWood Club was only available to members of the homeowners association. So the issue is --

of fact is: Are they members of -- of the WildeWood Club? Did they have this social membership or not? If -- if the restrictions don't apply to them, the answer is clearly no. And if the restrictions don't apply to them, they don't owe any homeowners dues, then the lien is invalid and needs to be -- needs to be dissolved. So those are the four issues that we raised in our pleadings; they're still the four issues that need to be resolved.

THE COURT: Okay. All right. Thank you. Okay. Mr. Willis?

MR. WILLIS: Your Honor, in brief reply, Your Honor, first of all, the Leonards, the Grants, and Ms. Smith are not members of WildeWood, all right? If you want to join WildeWood, you have to pay a initiation fee; you have to get -- you have to pay monthly dues that are far in excess --

THE COURT: They're not -- they're not members of the country club.

MR. WILLIS: -- of this $40 a month. They're not members of the country club.

MR. SYRETT: They're not members of the golf club --

MR. WILLIS: Yeah.

MR. SYRETT: -- but they're being assessed for it.

MR. WILLIS: Right. So the way this works is: The -- if you're a member of the -- of the homeowners association in good standing, you have a license to make limited use of the club property. You can walk your dog. You can go to the pool. You can eat at the restaurant. You can -- you can play golf. You can play tennis. You can play pickleball if you want to go and pay a guest fee, and there are some -- there are other benefits. But the primary benefit of the agreement was that the homeowners -- that the purchasers agreed to restrict the property to the operation as a private country club for a period of 25 years -- and there's a deed restriction that they filed on that -- to keep the club going so that the neighborhood won't go downhill. And in fact, that's -- that's what's happened. It was overwhelmingly voted in favor of it, and -- and it's essentially guaranteed people's property values because the club is now in the black; it's running. It's got members; and -- and it's sort of being operated for -- for the -- in part, for the benefit of the community.

But the point -- the point is the Leonards, the Grants, and Ms. Smith are not members, and they don't have to be. I agree with Mr. Syrett that

WildeWood was developed in the manner that he describes. It was not developed as you would see a -- a large development developed from scratch today. But again, Your Honor, that's not the issue here. We're not talking about the merits. What we're talking about here is whether or not the statute of limitations has run. Mr. Syrett makes interesting arguments, but he could have made these arguments in 1998. He could have made these arguments when Ms. Smith bought her property in 2001. He could have made this -- these arguments when Mr. Grant and Mr. Leonard and Ms. Smith got bills that they paid for decades.

Now, Your Honor specifically asked did Mr. and Ms. Leonard say in their letter that they sent to the homeowners association they're not a member of the homeowners association? And, no, they did not say that. In fact, they said the opposite. They said, "We are and have been very supportive of the HOA for the last 35 years in its endeavors to maintain the quality, appearance, beautification, and security of WildeWood Section I-IV. However, we will not support the HOA in its efforts to illegally require the homeowners to subsidize a privately owned country club for the benefits of its investors and members." And they voted on that. They didn't throw the ballot away. They voted as if they were members of the HOA and they paid dues for decades as if -- so it's -- it's not correct that there's something in writing where Mr. Grant or Ms. Smith or Ms. -- or the Leonards say, "Oh, we're not in the HOA." That was -- that argument was made for the first time in the lawsuit that was filed in March of 2022.

THE COURT: What -- what's the date of that letter?

MR. WILLIS: This letter is dated January 17, 2020. And this letter, it's attached to Ms. Bragg's affidavit, which Your Honor has. And this -- basically, what happened was the -- the deal was voted on in November of 2018. The -- Your Honor foreclosed -- Your Honor held the foreclosure hearing and the foreclosure sale in -- I believe, in September of 2019, and so then the homeowners began billing people in October of 2019 so that -- the first assessment went out -- it was $120.00 for October, November, and December -- $40 a month -- and then they began to bill annually after that. And so when the Leonards got the bill, they wrote a letter complaining about it, but they didn't say that they're not in the HOA. That's -- that argument is new in the lawsuit. And our point is: You're too late to sue over that because you've known that at least the HOA thought you were a member for all these years, and you behaved as if you were. So the time to challenge that, that time has run.

Whether or not the grantor can assign the CC&Rs to an HOA: Yes, they can. That's how it's done. And the -- the deed specifically says they "reserve the right to amend, alter," and part of that, it would give them, I believe, the legal authority to assign --

THE COURT: All right. The CCR --

MR. WILLIS: -- the enforcement. But again, the question is not can they do it, but has the time run to challenge it. That's -- that's what we're talking about today.

THE COURT: Now, what's a "CCR"?

MR. WILLIS: A CC&R is -- it's -- it's the --

MR. SYRETT: "Covenants, Conditions, and Restrictions."

MR. WILLIS: -- "Covenants, Conditions, and Restrictions," Your Honor. And I've got a copy of them if Your Honor wants one.

THE COURT: Okay. That's fine. I just wanted it clear in the record.

MR. WILLIS: Yeah.

THE COURT: Somebody reading this didn't know what we're talking about.

MR. WILLIS: I -- I forget what the second C is sometimes, but it's --

THE COURT: Okay.

MR. WILLIS: I just call them the "CC&Rs," but it's Covenants, Conditions, and Restrictions. And I'm sure Your Honor knows more about these than I do because this is the truck of -- of what the Master in Equity does. But anyway, those things have been around since the day that the Grants and the Leonards and Ms. Smith bought their property. Now, that has been assigned to an HOA to administer as opposed to the -- The Manning Company, and we believe that they have the authority to do that. But again, that's not the issue here.

The issue here is: When would the statute of limitations run to challenge that? And the answer is: It would run three years from the date that it occurred, or with Ms. Smith, three years from the day that she bought her property, whichever is the latest. But that -- again, there are -- decades have passed since those events occurred, and so the statute of limitations has run.

You ask, Your Honor -- and that -- this is -- that letter, by the way, is in Ms. Bragg's affidavit. Now, you asked -- oh, well, the Leonards did vote on the deal; they didn't throw the proxy away.

Now, let's look at -- let's talk about Rule 56. With all due respect to Mr. Syrett, he's wrong about Rule 56. He -- the duty to oppose Rule 56 by affidavit that points out the questions of fact arises when the defendant makes the motion. It doesn't have to be a motion attached with an affidavit. It does not have to be accompanied by an affidavit. It can simply be a motion, and then if it's not opposed effectively under Rule 56, then it hasn't been effectively opposed. So his argument that, "Well, I only have to file a counter-affidavit if the moving party files an affidavit," that's not Rule 56, and that's not the case law. So I'd ask Your Honor just to look at it. Don't take my word for it; just read the rule.

So, Your Honor, you know, back to -- just in summary, the -- the questions -- the questions of fact that you asked Mr. Syrett to -- to list for you, I think those are interesting: Number one, was there anything to assign in 1998? That's not a question of fact; that's a question of law. But even if it is a question of fact, the question is -- in front of you today is -- the question of fact is whether there's a question of fact as to whether or not the Leonards, the Grants, or Ms. Smith knew or should have known they had a claim. And ordinarily, whether or not the statute of limitations runs is a jury issue, but this is non-jury, Your Honor. And so, Your Honor, the -- really, the only question of fact Your Honor ought to be concerned about today is whether there's a question of fact as to whether or not the statute of limitations has run. And, you know, there's no affidavits from the Grants or the Leonards or Ms. Smith that says, "Oh, we didn't know about this until March 4th, 2019." They knew about this long before that; that's the reason there's no affidavits to that effect because they wouldn't be true. So they -- they were on notice that they were in an HOA. They were on notice of the CC&Rs. They were on notice of the club deal. They -- one of them actually voted on the club deal. One of them filed a claim the day before, on November 26th, 2018, with the Better Business Bureau challenging this. So that's the issue before the

Court is: Are there questions of fact as to the running of the statute of limitations? If there are, Your Honor, then we'll have a trial on that issue, and we'll bring in people to testify because -- because you're the jury in this case. You're the one that decides whether or not the statute of limitations has run.

I don't see a question of fact because I don't think the plaintiffs have successfully opposed the motion. There's no affidavit stating what the questions of fact are, and it's too late to file one now, and the rule is mandatory. But if Your Honor thinks there's -- if Your Honor wants to hear testimony on this, we'll bring people in and have them testify about it. That's -- you know, I don't have an internal objection to that; it's just unnecessary because the facts are -- are clear, they're not contested, they're in front of you as to whether the statute of limitations has run. And the only facts you need to know is: The things that Mr. Syrett's challenging occurred in 1998; the statute's run on that. And then the -- the club deal, that resolution was adopted November 27th, 2018, and it was filed with the Register of Deeds on January 10, 2019. That's when the statute begins to run. And it's a three-year statute, and they missed it; they missed it by 3 1/2 months.

Thank you, Your Honor. I find myself repeating myself, but thank you for your time today.

THE COURT: All right. Yes, sir. Thank you, sir.

MR. SYRETT: Your Honor, just simply, I don't think they have a justiciable claim until it actually affects their property directly, and the Leonards clearly have that when the lien is filed, and -- but they certainly filed this action within the three years. And again, I repeat myself, but an invalid document doesn't become valid just by the expiration of time.

THE COURT: Okay. I'm going to take this under advisement. I would ask both sides if they would like to -- to prepare proposed orders, and if you do so, how long do you think it would take you to prepare them?

MR. WILLIS: (To Mr. Syrett) Ten days? Two weeks? What do you want?

THE COURT: (To Mr. Willis) Mr. Syrett's by himself so . . .

MR. WILLIS: I know. I've got a little more resources than Mr. Syrett.

MR. SYRETT: I -- you're right. I don't have a whole lot of resources. And -- and, right now, I've got a bunch of stuff stacked up that needs to be done. So I might need 30 days, Your Honor.

MR. WILLIS: Thirty days is fine.

THE COURT: Okay. Fine. If you would submit those in hard copy, the old-fashioned way and a cover letter reminding me that I gave you 30 days to submit a hard copy. And your -- your proposed order will grant that motion. And your proposed order would deny the motion.

MR. WILLIS: We understand, Your Honor. That's -- that's -- we're happy to do that.

THE COURT: All right.

MR. SYRETT: Thank you, Your Honor.

THE COURT: All right.

MR. WILLIS: Thank you for your time today, Your Honor.

THE COURT: Oh, you're very welcome.

(Whereupon the within hearing was concluded at 3:51 p.m.)

(*This transcript may contain quoted material. Such material is reproduced as read or quoted by the speaker.)

STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF RICHLAND)

Be it known that Breanna Sharper took the foregoing proceeding and hereby attests:

that I was then and there a notary public in and for the State of South Carolina-at-large and that by virtue thereof I was duly authorized to administer an oath;

that the deponent/witness, if any, was first duly sworn to testify to the truth, the whole truth, and nothing but the truth, concerning the matter in the controversy aforesaid;

that the foregoing transcript represents a true, accurate, and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

that I am neither a relative nor an employee of any of the parties hereto, nor of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action;

that, if a recording of an event was supplied by another party for purposes of transcription and I was not present during that event, the foregoing pages were transcribed to the best of my skill and ability; additionally, any identifications of speakers were provided to me by the party supplying the recording;

that, in the event of a nonappearance by the witness, the foregoing details for the nonappearance are accurate.

In witness thereof, I have hereunto affixed my signature and title.

Breanna Sharper

Date: 5/2/2024
Notary public for South Carolina
My commission expires November 29, 2033
*Unless otherwise noted, this notary public administered the oath. Please refer to the transcript for any exceptions.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
	Civil Action No.: 2022-CP-40-01147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	
Plaintiffs,	**MOTION TO COMPEL RESPONSES TO FIRST SET OF DISCOVERY REQUESTS**
vs.	
WildeWood Sections I-IV Homeowners Association, Inc.,	
Defendant.	

Defendant, WildeWood Sections I-IV Homeowners Association, Inc. (the "Association"), moves, pursuant to Rule 37 of the South Carolina Rules of Civil Procedure ("SCRCP"), for an order compelling the above-captioned Plaintiffs to respond to the Association's First Set of Interrogatories to Plaintiffs, First Set of Requests for Production, and to deem the Association's First Set of Requests for Admission admitted. In support of this Motion, the Association shows the following unto the Court:

The Association served its First Set of Interrogatories, First Set of Requests for Production, and First Set of Requests for Admission to all Plaintiffs on February 1, 2023 (collectively, the "First Set of Discovery Requests"). A copy of the First Set of Discovery Requests is attached hereto as **Exhibit A**. The initial deadline for Plaintiffs' to serve their responses was March 8, 2023. Counsel for the Association contacted Plaintiffs' counsel via email on March 14, 2023 and inquired as to the status of Plaintiffs' written responses and document production to the First Set of Discovery Requests. A copy of the email communication is attached hereto as **Exhibit B**. As of the date of this Motion, Plaintiffs' counsel has not responded.

Plaintiffs have not objected to any of the First Set of Discovery Requests, and the time for any objections has passed. Each discovery request specifically relates either to a claim or a defense encompassed within this lawsuit. Therefore, Plaintiffs have no basis for their failure to respond to the First Set of Discovery Requests. As such, the Association respectfully requests this Court compel Plaintiffs to fully respond to the Association's First Set of Interrogatories and First Set of Requests for Production, and to deem the Association's First Set of Requests for Admission admitted pursuant to Rule 36(a), SCRCP ("The matter is admitted unless, within 30 days after service of the request . . . the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, signed by the party or by his attorney . . . .").

In addition to the relief requested above, Plaintiffs' refusal to respond to the First Set of Discovery Requests must be perceived as an attempt to prevent the discovery of materials detrimental to Plaintiffs' case. Plaintiffs' failure to permit full discovery is without justification, entitling the Association to recover its costs and reasonable attorneys' fees necessitated by this Motion along with sanctions from this Court, including but not limited to dismissal of Plaintiffs' Complaint for willfully failing to prosecute their case and fully participate in discovery.

WHEREFORE, the Association requests that this matter be heard as a Priority Matter pursuant to Rule 40(a)(2) and moves the Court to compel Plaintiffs to respond, fully and completely, to the First Set of Discovery Requests, deem the Association's First Set of Requests for Admission admitted, award the Association's costs and reasonable attorneys' fees incurred in bringing this Motion, and for such other and further relief in favor of the Association as the Court deems just and proper.

WILLIAMS MULLEN

By: s/ John G. Tamasitis
Richard H. Willis
SC Bar No.: 6159
rwillis@williamsmullen.com
John G. Tamasitis
SC Bar No.: 101875
jtamasitis@williamsmullen.com
1230 Main Street, Suite 330
Columbia, SC 29201
(T): 803-567-4611
(F): 803-567-4601

And

Sean A. O'Connor
SC Bar No.: 68382
soconnor@FinkelLaw.com
Finkel Law Firm, LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(T): 843-577-5460
(F): 866-800-7954

Attorneys for WildeWood Sections I-IV Homeowners Association, Inc.

March 22, 2023

Columbia, South Carolina

EXHIBIT A

John Tamasitis
Direct Dial: 803.567.4600
jtamasitis@williamsmullen.com

February 1, 2023

VIA US MAIL and ELECTRONIC MAIL
Spencer Andrew Syrett, Esq.
Syrett Law
P.O. Box 7403
Columbia, SC 29202

Re: James A. Leonard, *et. al* v. WildeWood Sections I-IV Homeowners Association, Inc., C/A No. 2022-CP-40-01147
Defendant's First Set of Discovery Requests to Plaintiffs

Dear Mr. Syrett:

Please find enclosed Defendant Wildewood Sections I-IV Homeowners Association, Inc.'s First Set of Interrogatories, First Set of Requests for Production, and First Set of Requests for Admission to Plaintiffs. These discovery requests are being served via U.S. Mail and electronically.

Please contact me should you have any questions or comments.

Sincerely,

John G. Tamasitis

Enclosures as stated.

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	) FOR THE FIFTH JUDICIAL CIRCUIT
	) Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)
Plaintiffs,	) **DEFENDANT, WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.'S FIRST SET OF INTERROGATORIES TO PLAINTIFFS**
vs.	)
WildeWood Sections I-IV Homeowners Association, Inc.,	)
Defendant.	)

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Defendant WildeWood Sections I-IV Homeowners Association, Inc. (the "Association"), propounds the following First Set of Interrogatories to Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs"). The Association requests Plaintiffs answer separately, fully and under oath the following Interrogatories within the time allowed by the South Carolina Rules of Civil Procedure.

INSTRUCTIONS

1. Where the name or identity of a person is required, state the full name, title, home address, home phone number, business address, and business phone number, if known.

2. Where knowledge or information in your possession is requested, such request includes your knowledge, the knowledge of your agents, representatives, and unless privileged, your attorneys.

3. Each Interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for the objection shall be set forth in detail, and if you object to any part to any Interrogatory, answer the remainder of the Request.

4. The terms "and," "or," and "and/or" are intended to be read as necessary to make each request inclusive of materials, rather than exclusive.

DEFINITIONS

1. "You" and/or "Your" means Plaintiffs, either together or individually, and their agents, representatives, attorneys, or any person or entity acting on their behalf.

2. "Document" includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to correspondence, telegrams, contracts, agreements, notes in any form, memoranda, diaries, voice recording tapes, microfilms, microfiche, pictures, data processing cards or discs, computer tapes and other computer-generated and stored information or data base, work papers, calendars, minutes of meetings or any other writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession.

3. "Identify," "identity," or "identification", as it relates to a person, means state the person's name, their current address, their current telephone number, and their current place of employment.

4. "Identify," "identity," or "identification," when used in reference to a document, means to state the type of document (e.g., computer-stored information, microfilm, letter, memorandum, policy circular, minute book, telegram, chart, etc.), or some other means of identifying it, and its present location and custodian. If any such document was, but is no longer, in your possession or subject to your control, state what disposition was made of it, and, if destroyed or disposed of by operation of a retention policy, state the retention policy in question and the date of destruction or other disposition.

5. "Identify," "identity," or "identification," when used in reference to a business organization, means to state the corporate name or other names under which such organization does business, and the location of its principal place of business.

INTERROGATORIES

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

3. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

4. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important

facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

5. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiffs.

6. Identify the real estate agent, brokers, or other third parties associated with the purchase of Plaintiffs' respective properties.

7. Identify the closing agents, lenders, and attorneys associated with the purchase of Plaintiffs' respective properties.

8. Set forth all amounts paid by each Plaintiff for Association-related dues and assessments and, in so doing, set forth the date of each such payment since Plaintiffs' purchase of each of their respective properties.

[Signature block on the following page.]

Respectfully submitted.

WILLIAMS MULLEN

By:______________________________
Richard H. Willis
SC Bar No.: 6159
rwillis@williamsmullen.com
John G. Tamasitis
SC Bar No.: 101875
jtamasitis@williamsmullen.com
1230 Main Street, Suite 330
Columbia, SC 29201
(T): 803-567-4611
(F): 803-567-4601

And

Sean A. O'Connor
SC Bar No.: 05459
soconnor@FinkelLaw.com
Finkel Law Firm, LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(T): 843.577.5460
(F): 866.800.7954

Attorneys for Wildewood Sections I-IV Homeowners Association, Inc.

February 1, 2023
Columbia, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)	
Plaintiffs,	)	**CERTIFICATE OF SERVICE**
vs.	)	
WildeWood Sections I-IV Homeowners Association, Inc.,	)	
Defendant.	)	

I, the undersigned Legal Administrative Assistant of Williams Mullen, attorneys for Defendant, WildeWood Sections I-IV Homeowners Association, Inc., hereby certify that I served all known counsel in this action with a copy of the discovery herein below specified by mailing a copy of the same by E-Mail and U.S. Mail, postage prepaid, to the following:

Pleading: Defendant's First Set of Interrogatories to Plaintiffs

Counsel Served: Spencer Andrew Syrett
Syrett Law
P.O. Box 7403
Columbia, SC 29202
syrettlaw@sc.rr.com
Attorney for the Plaintiffs

Kristi Love
Legal Administrative Assistant

February 1, 2023
Columbia, SC

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
	Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith, Plaintiffs, vs. WildeWood Sections I-IV Homeowners Association, Inc., Defendant.	**DEFENDANT, WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.'S FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFFS**

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Defendant WildeWood Sections I-IV Homeowners Association, Inc. (the "Association") propounds the following First Set of Requests for Production to Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs"). The Association requests, pursuant to Rule 34, SCRCP, that Plaintiffs respond to these requests to produce and permit the inspection, copying, and/or photographing of the following within thirty (30) days of service of these requests.

INSTRUCTIONS

1. Where the name or identity of a person is required, state the full name, title, home address, home phone number, business address, and business phone number, if known.

2. Where knowledge or information in your possession is requested, such request includes your knowledge, the knowledge of your agents, representatives, and unless privileged, your attorneys.

3. These Requests for Production seek inspection and copying of documents in the Plaintiffs' possession, custody or control, and the possession of its agents and attorneys, including both copies and originals, unless otherwise specifically stated.

4. Each Request shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for the objection shall be set forth in detail, and if you object to any part to any Request, answer the remainder of the Request.

5. The terms "and," "or," and "and/or" are intended to be read as necessary to make each request inclusive of materials, rather than exclusive.

DEFINITIONS

1. "You" and/or "Your" means Plaintiffs, either together or individually, and their agents, representatives, attorneys, or any person or entity acting on their behalf.

2. "Document" includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to correspondence, telegrams, contracts, agreements, notes in any form, memoranda, diaries, voice recording tapes, microfilms, microfiche, pictures, data processing cards or discs, computer tapes and other computer-generated and stored information or data base, work papers, calendars, minutes of meetings or any other writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession.

3. "Communication" or "communications" means every manner or means of disclosure, transfer or exchange and every disclosure, transfer or exchange of information whether orally or by document or whether face-to-face, by telephone, mail, personal delivery or otherwise."

4. "Identify," "identity," or "identification", as it relates to a person, means state the person's name, their current address, their current telephone number, and their current place of employment.

5. "Identify," "identity," or "identification," when used in reference to a document, means to state the type of document (e.g., computer-stored information, microfilm, letter, memorandum, policy circular, minute book, telegram, chart, etc.), or some other means of identifying it, and its present location and custodian. If any such document was, but is no longer, in your possession or subject to your control, state what disposition was made of it, and, if destroyed or disposed of by operation of a retention policy, state the retention policy in question and the date of destruction or other disposition.

6. "Identify," "identity," or "identification," when used in reference to a business organization, means to state the corporate name or other names under which such organization does business, and the location of its principal place of business.

REQUESTS FOR PRODUCTION

1. All documents Plaintiffs referenced or relied upon in answering the Association's First Set of Interrogatories.

2. All documents in Plaintiffs' possession, custody, or control related to the closing on the purchase of Plaintiffs' respective properties.

3. All notices Plaintiffs have received from the Association related to Association-related dues and fees.

4. All communications between Plaintiffs themselves related to any disputes with the Association from January 1, 2017 to present.

5. All non-privileged communications between Plaintiffs and any third party related to any disputes with the Association from January 1, 2017 to present.

6. All communications between Plaintiffs and any government agencies (local, state, or federal) related to the Association from January 1, 2017 to present.

[signature on following page]

Respectfully submitted:

WILLIAMS MULLEN

By:________________________
Richard H. Willis
SC Bar No.: 6159
rwillis@williamsmullen.com
John G. Tamasitis
SC Bar No.: 101875
jtamasitis@williamsmullen.com
1230 Main Street, Suite 330
Columbia, SC 29201
(T): 803-567-4611
(F): 803-567-4601

And

Sean A. O'Connor
SC Bar No.: 05459
soconnor@FinkelLaw.com
Finkel Law Firm, LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(T): 843.577.5460
(F): 866.800.7954

Attorneys for Wildewood Sections I-IV Homeowners Association, Inc.

February 1, 2023
Columbia, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)	
Plaintiffs,	)	**CERTIFICATE OF SERVICE**
vs.	)	
WildeWood Sections I-IV Homeowners Association, Inc.,	)	
Defendant.	)	

I, the undersigned Legal Administrative Assistant of Williams Mullen, attorneys for Defendant, WildeWood Sections I-IV Homeowners Association, Inc., hereby certify that I served all known counsel in this action with a copy of the discovery request herein below specified by mailing a copy of the same by E-Mail and U.S. Mail, postage prepaid, to the following:

Pleading: Defendant's First Set of Requests for Production to Plaintiffs

Counsel Served: Spencer Andrew Syrett
Syrett Law
P.O. Box 7403
Columbia, SC 29202
syrettlaw@sc.rr.com
Attorney for the Plaintiffs

Kristi Love
Kristi Love
Legal Administrative Assistant

February 1, 2023
Columbia, SC

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	) FOR THE FIFTH JUDICIAL CIRCUIT
	) Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)
Plaintiffs,	) **DEFENDANT, WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.'S FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFFS**
vs.	)
WildeWood Sections I-IV Homeowners Association, Inc.,	)
Defendant.	)

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure, Defendant WildeWood Sections I-IV Homeowners Association, Inc. (the "Association") propounds the following First Set of Requests for Admission to Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs"). The Association requests Plaintiffs answer separately, fully and under oath the following Interrogatories within the time allowed by the South Carolina Rules of Civil Procedure.

INSTRUCTIONS

1. Where the name or identity of a person is required, state the full name, title, home address, home phone number, business address, and business phone number, if known.

2. Where knowledge or information in your possession is requested, such request includes your knowledge, the knowledge of your agents, representatives, and unless privileged, your attorneys.

3. Each Request shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for the objection shall be set forth in detail, and if you object to any part to any Request, answer the remainder of the Request.

4. The terms "and," "or," and "and/or" are intended to be read as necessary to make each request inclusive of materials, rather than exclusive.

DEFINITIONS

1. "You" and/or "Your" means Plaintiffs, either together or individually, and their agents, representatives, attorneys, or any person or entity acting on their behalf.

2. "Document" includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to correspondence, telegrams, contracts, agreements, notes in any form, memoranda, diaries, voice recording tapes, microfilms, microfiche, pictures, data processing cards or discs, computer tapes and other computer-generated and stored information or data base, work papers, calendars, minutes of meetings or any other writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession.

3. "Communication" or "communications" means every manner or means of disclosure, transfer or exchange and every disclosure, transfer or exchange of information whether orally or by document or whether face-to-face, by telephone, mail, personal delivery or otherwise."

REQUESTS FOR ADMISSION

1. Admit Plaintiffs James A. Leonard, III and Sheryl A. Leonard both received notice of the vote on the Value Preservation Assessment resolution held on November 27, 2018.

2. Admit Plaintiffs Merrie P. Grant and G. Duncan Grant both received notice of the vote on the Value Preservation Assessment resolution held on November 27, 2018.

3. Admit Plaintiff Pamela K. Smith received notice of the vote on the Value Preservation Assessment resolution held on November 27, 2018.

[Signature block on the following page.]

Respectfully submitted.

WILLIAMS MULLEN

By:______________________
Richard H. Willis
SC Bar No.: 6159
rwillis@williamsmullen.com
John G. Tamasitis
SC Bar No.: 101875
jtamasitis@williamsmullen.com
1230 Main Street, Suite 330
Columbia, SC 29201
(T): 803-567-4611
(F): 803-567-4601

And

Sean A. O'Connor
SC Bar No.: 05459
soconnor@FinkelLaw.com
Finkel Law Firm, LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(T): 843.577.5460
(F): 866.800.7954

Attorneys for Wildewood Sections I-IV Homeowners Association, Inc.

February 1, 2023
Columbia, SC

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	) FOR THE FIFTH JUDICIAL CIRCUIT
	) Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)
Plaintiffs,	)
vs.	) **CERTIFICATE OF SERVICE**
WildeWood Sections I-IV Homeowners Association, Inc.,	)
Defendant.	)

I, the undersigned Legal Administrative Assistant of Williams Mullen, attorneys for Defendant, WildeWood Sections I-IV Homeowners Association, Inc., hereby certify that I served all known counsel in this action with a copy of the discovery request herein below specified by mailing a copy of the same by E-Mail and U.S. Mail, postage prepaid, to the following:

Pleading: Defendant's First Set of Requests for Admission to Plaintiffs

Counsel Served: Spencer Andrew Syrett
Syrett Law
P.O. Box 7403
Columbia, SC 29202
syrettlaw@sc.rr.com
Attorney for the Plaintiffs

Kristi Love
Kristi Love
Legal Administrative Assistant

February 1, 2023
Columbia, SC

EXHIBIT B

From:	Tamasitis, John
To:	syrettlaw@sc.rr.com
Cc:	Willis, Richard; Sean O"Connor; Charles Krawczyk; Tyer, Sara
Subject:	RE: Leonard et al. v. WW §§ I-IV HOA, 2022-CP-40-01147 [WMIMAN-IWOVRIC.FID2445029]
Date:	Tuesday, March 14, 2023 4:17:12 PM

Andy,

Checking in on the status of Plaintiffs' written responses and document production to the Association's first set of discovery requests. Please advise when we can expect to receive them.

Thank you,

John

John G. Tamasitis | Attorney | Williams Mullen
FIRST CITIZENS BANK BUILDING | 1230 MAIN STREET | SUITE 330 | Columbia, SC 29201
T 803.567.4617 | C 803.360.2970 | F 803.567.4601 | jtamasitis@williamsmullen.com | www.williamsmullen.com

From: Tamasitis, John
Sent: Wednesday, February 1, 2023 10:40 AM
To: syrettlaw@sc.rr.com
Cc: Willis, Richard <rwillis@williamsmullen.com>; Sean O'Connor <soconnor@FinkelLaw.com>; Charles Krawczyk <ckrawczyk@FinkelLaw.com>; Tyer, Sara <styer@williamsmullen.com>
Subject: Leonard et al. v. WW §§ I-IV HOA, 2022-CP-40-01147 [WMIMAN-IWOVRIC.FID2445029]

Andy,

Attached please find Defendant's first set of discovery requests to Plaintiffs. Hard copies are being placed in the mail for service today.

Thank you,

John

John G. Tamasitis | Attorney | Williams Mullen
FIRST CITIZENS BANK BUILDING | 1230 MAIN STREET | SUITE 330 | Columbia, SC 29201
T 803.567.4617 | C 803.360.2970 | F 803.567.4601 | jtamasitis@williamsmullen.com | www.williamsmullen.com

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
	Civil Action No.: 2022-CP-40-01147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith, Plaintiffs, vs. WildeWood Sections I-IV Homeowners Association, Inc., Defendant.	**DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

PLEASE TAKE NOTICE THAT Defendant Wildewood Sections I-IV Homeowners Association, Inc. (the "HOA") hereby moves, pursuant to Rule 56, SCRCP, for Summary Judgment in the HOA's favor as to Plaintiff's claim for Declaratory Judgment. The grounds for this Motion are as follows:

INTRODUCTION

Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs") brought this declaratory judgment action seeking a declaration from the Court that (1) a January 1998 instrument assigning Wildewood Lot Restrictions, as mentioned in Plaintiffs' deeds and chains of title, to the HOA is invalid, (2) a February 1998 instrument imposing a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions is invalid, (3) the HOA does not have the authority to require homeowners to pay a $40 monthly assessment, and (4) the HOA does not have the authority to file a lien against a homeowner for an unpaid assessment. (Compl. at ¶ 27). As explained below, these claims are time barred by the relevant statute of limitations as Plaintiffs knew these claims existed for well over three (3) years before filing suit. Therefore, summary judgment in the HOA's favor is appropriate.

RELEVANT FACTUAL BACKGROUND

Plaintiffs James and Sheryl Leonard (the "Leonards") own property at 131 Running Fox Road in Richland County (the "Leonard Property"). (Compl. at ¶ 2). Plaintiffs Merrie and Duncan Grant (the "Grants") own property at 55 Running Fox Road in Richland County (the "Grant Property"). (*Id.* at ¶ 8). And Plaintiff Pamela Smith (a/k/a Pamela McFadden) owns property at 120 Duck Road in Richland County (the "Smith Property"). (*Id.* at ¶ 13). All three parcels are in the same neighborhood (Wildewood), and were originally owned, together with the rest of the lots in the neighborhood, by Heath Manning and Donnie Boyd (the "Developers"), who subdivided the property and developed each subdivision in turn.

When an original lot purchaser bought their property from the Developers, the deed contained restrictions that run with the land and that reserved for the Developers the right to alter and amend the restrictions. (*Id.* at ¶¶ 5, 7, 11, 17). When each subdivision was completed, the Developers turned over control of the restrictions to a homeowners' association specific to that subdivision. As development continued, the separate homeowners' associations for the first four subdivisions assigned their rights to Wildewood Sections I-IV Homeowners Association, Inc. (the "HOA"), thus creating one homeowners' association for these four subdivisions.

The assignment from the separate homeowners' associations to the HOA was memorialized in a writing, the Assignment of Covenants, Conditions and Restrictions Affecting Lots in Sections I, II, III, and IV of the Wildewood Subdivision, dated January 19, 1998, and recorded in with the Richland County Register of Deeds on January 26, 1998. (*Id.* at ¶ 19).[1] This assignment was proper as it was based on the restrictions and easements contained in each deed from the Developers to the original lot purchasers. Further, the HOA approved a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions on February 23, 1998, which was recorded on March 26, 1998, with the Richland County Register of Deeds. (*Id.* at ¶ 21).

In August 1985, the Leonards purchased the Leonard Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the deed for the Leonard Property is attached hereto as **Exhibit A**.

In July 1994, Plaintiff Merrie Grant purchased the Grant Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the 1994 deed for the Grant Property is attached hereto as **Exhibit B**. Subsequently, in June 2013, Plaintiff Merrie Grant conveyed the Grant Property to herself and her husband, Plaintiff Duncan Grant, as joint tenants with a right of survivorship. A copy of the 2013 deed for the Grant Property is attached hereto as **Exhibit C**.

In December 2001, Plaintiff Pamela Smith purchased the Smith Property from LaSalle National Bank via a quit-claim deed, which was made without any conditions, restrictions, covenants, or easements. A copy of the quit-claim deed for the Smith Property is attached hereto as **Exhibit D**. However, Plaintiff Smith's chain of title contains the same conditions and restrictions as those in the other Plaintiffs' deeds. In November 2003, Smith conveyed a one-half

[1] Here, and elsewhere within this brief, the HOA cites to matters of public record. The Court may take judicial notice of these facts. *Philips v. Pitt Cnty. Mem. Hosp.*, 572 F.3d 176, 180 (4th Cir. 2009) (finding courts "may properly take judicial notice of matters of public record").

interest in the Smith Property to Douglas McFadden via a quit-claim deed. A copy of that quit-claim deed is attached hereto as **Exhibit E**. Per a divorce decree, Douglas McFadden conveyed his interest in the Smith Property back to Smith in October 2012 via a quit-claim deed. A copy of the 2012 quit-claim deed for the Smith Property is attached hereto as **Exhibit F**.

In 2018, "The Members Club at Wood Creek and Wildewood, LLC," which owned and operated both the Wood Creek and Wildewood golf courses and related amenities in and around the Wildewood neighborhood, went out of business. First Citizens Bank foreclosed on the properties and offered them for sale to the highest bidder. In an effort to preserve and protect property values and the character of the neighborhood, as well as to prevent the foreclosed properties from failing into abandon or disrepair, a group of Wildewood residents (the "Investor Group") approached the several Wildewood homeowners' associations, including the HOA, with a proposal to raise sufficient annual capital to support the operation and maintenance of the foreclosed properties should the investor group be successful in purchasing the properties from the bank. (*See* Compl. at ¶¶ 22-23).

The Investor Group's proposal included the Investor Group purchasing, repairing, and operating the foreclosed property as a new private club, with a deed restriction to only operate the property as a private club and not sell or develop it for a minimum of 25 years. Additionally, HOA members would receive limited rights to use some of the new club's amenities (access to club pools, golf, tennis, trails, food and beverage services, and other activities not previously included in HOA membership). In exchange for the new club's deed restriction and for the continued protection of the HOA members' property values, a $40 per month assessment per HOA member would be implemented, billed, and collected by the HOA and paid to the new club (the "Value Preservation Assessment"). Membership in the new club is voluntary and HOA members are not automatically members; they simply have limited use of certain amenities of the new club in exchange for the Value Preservation Assessment.

In accordance with the HOA's bylaws, the Investor Group's proposal was duly noticed by the HOA to its members, including Plaintiffs. (Compl. at ¶ 23). Indeed, Plaintiffs have each admitted that they each received notice of the special vote on the Investor Group's proposal for the Value Preservations Assessment. [2] On November 27, 2018, the HOA's membership voted to approve and adopt the Investor Group's proposal with a quorum of HOA members in good standing, present and participating. Thereafter, a binding agreement consistent with the November 2018 vote was unanimously approved by the HOA board and filed with both the Richland County Register of Deeds and the South Carolina Secretary of State on January 10, 2019.

Plaintiffs actively participated in the HOA since its inception or since they purchased their respective properties. Plaintiffs either acquiesced to the formation of the HOA or chose to purchase property within the HOA. Plaintiffs have voted in HOA elections, voted on various amendments to the HOA covenants, availed themselves of statues designed to protect members of homeowners' associations, filed complaints to the HOA, and benefited from the enforcement of the HOA's covenants.

For example, on November 26, 2018, Plaintiff Smith filed a complaint with the South Carolina Department of Consumer Affairs in which she alleged the actions taken by the HOA regarding the special vote on the Investor Group's proposal was noncompliant with the HOA's bylaws. In making this complaint, Plaintiff Smith took advantage of a statute specifically designed

[2] On February 1, 2023, Defendant served its First Set of Requests for Admission on Plaintiffs, attached hereto as **Exhibit G**, and Plaintiffs have refused to respond. Thus, the Requests are deemed admitted. *See* Rule 36(a), SCRCP (stating that requests for admission that the opposing party does not respond to within thirty days are deemed admitted).

for the protection of homeowners' association members. The Leonards, in addition to voting on HOA measures in the past, also voted by proxy on the Investor Group's proposal.

Plaintiffs filed their Summons and Complaint on March 4, 2022.

STANDARD OF REVIEW

"The purpose of summary judgment is to expedite the disposition of cases which do not require a fact finder." *Englert, Inc. v. LeafGuard USA, Inc.*, 377 S.C. 129, 134, 659 S.E.2d 496, 498 (2008) (quoting *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. Any disagreements over evidence or its meaning must be material, in addition to being both genuine and concerning an issue of fact. *Gibson v. Epting*, 426 S.C. 346, 352, 827 S.E.2d 178, 181 (Ct. App. 2019) ("Only disputes over facts that might affect the outcome of the suit . . . will properly preclude the entry of summary judgment." (alteration in original) (quoting, in parenthetical, *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986))). The Supreme Court has recently clarified the standard of review for summary judgment in *Kitchen Planners, LLC v. Friedman*, Op. No. 28173 (S.C. Sup. Ct. filed Aug. 23, 2023) (Howard Adv. Sh. No. 33 at 17), in which the court stated the "mere scintilla" standard does not apply under Rule 56(c), SCRCP, and stated the proper standard is the "genuine issue of material fact" standard as set forth in the text of the rule.

As it pertains to the relief requested in this Motion, none of the material facts are in dispute. The relevant statute of limitation is unambiguous. The dates Plaintiffs purchased their properties is not in dispute and neither is the language of the covenants and restrictions in their deeds and chains of title. The HOA's implementation of a $40 monthly assessment due from every HOA member and paid to the new club under the Investor Group's proposal is also undisputed. The purpose and benefits received by Plaintiffs from the $40 monthly assessment is not material to a summary judgment analysis because Plaintiffs contend that they should not have to pay the monthly assessment regardless of what it is for.

ARGUMENT

Section 15-3-530 of the South Carolina Code provides that an action cognizable under this section shall be commenced within three (3) years of the occurrence of the cause of action. Further, the statute of limitations begins to run when a plaintiff knew or should have known a cause of action might exist. *See Anonymous Taxpayer v. S.C. Dep't of Revenue*, 377 S.C. 425, 439, 661 S.E.2d 73, 80 (2008) ("The limitations period begins to run when a party knows or should know, through the exercise of due diligence, that a cause of action might exist."). Here, Plaintiffs' claims all arise out of disputes between themselves as homeowners and the HOA; thus, their claims are subject to the three-year statute of limitation.

Here, the Leonards purchased their property in 1985, and Plaintiff Merrie Grant purchased her property in 1994. Plaintiff Smith purchased her property in 2001. Plaintiff Merrie Grant conveyed her property to herself and her husband, Plaintiff Duncan Grant, in 2013. Plaintiffs are charged with the knowledge of the restrictions in their deeds and chains of title when they obtained ownership of their properties. *See Harbison Cmty. Ass'n, Inc v. Mueller*, 319 S.C. 99, 103, 459 S.E.2d 860, 863 (Ct. App. 1995) ("A covenant is enforceable against a subsequent grantee, even if not in the grantee's deed, if the grantee has actual or constructive notice of the covenant."); *id.* ("A homeowner is charged with constructive notice of any restriction properly recorded within the chain of title."). The Leonards and Merrie Grant knew of the formation of the HOA, and acquiesced to it, through the January 1998 instrument and the February 1998 instrument at the time the instruments were approved because of their ownership of their properties and their participation in the HOA. Smith and Duncan Grant, at the latest, learned of the restrictions when they obtained ownership in 2001 and 2013, respectively, which in both cases was after the instruments were approved, but both still obtained ownership of their properties knowing of the restrictions on their properties and, therefore, of the existence of the HOA.

Further, Plaintiffs participated in the HOA through voting in elections and on amendments to the covenants. Plaintiffs submitted complaints and concerns to the HOA, but now question the HOA's existence merely because they do not want to pay a $40 monthly assessment that was validly implemented and from which they derive substantial benefit. Plaintiffs all knew of their claims concerning the validity of the January 1998 and February 1998 instruments for well over three years before they filed their Summons and Complaint in March 2022. Thus, these claims are time barred.

Additionally, in November 2018, the HOA notified its members, **<u>including Plaintiffs</u>**, of a vote on the Investor Group's proposal, and on November 27, 2018, the members of the HOA voted to amend its bylaws to allow the HOA to impose the Value Preservation Assessment. The HOA's board approved a binding agreement regarding the Value Preservation Assessment. Plaintiffs filed their summons and complaint challenging the Value Preservation Assessment and enforcement of same on March 4, 2022, which is more than three (3) years after Plaintiffs were notified of the vote and were fully aware of their claim existed on or before November 27, 2018. Therefore, the Plaintiffs' claims regarding the imposition of the Value Preservation Assessment and the HOA's authority to file a lien for unpaid assessments is time barred.

<u>CONCLUSION</u>

Because Plaintiffs knew of their claims in excess of three (3) years prior to filing their claims, their claims are barred by the statute of limitation. Further, there is no genuine issue of material fact in this case. Therefore, the HOA is entitled to judgment as a matter of law as to these claims. This motion is based upon the pleadings in this action, the South Carolina Rules of Civil Procedure, and all applicable statutory and common law, any affidavit that may be provided in support of this Motion, and upon any Memorandum of Law to be filed in connection herewith and additional arguments as may be submitted to the Court in support hereof.

[signature on following page]

Respectfully submitted.

WILLIAMS MULLEN

By: /s/John G. Tamasitis
Richard H. Willis (SC Bar No.: 6159)
rwillis@williamsmullen.com
John G. Tamasitis (SC Bar No.: 101875)
jtamasitis@williamsmullen.com
Brian Hollis Gibbs (SC Bar No.: 104137)
bgibbs@williamsmullen.com
1230 Main Street, Suite 330
Columbia, SC 29201
(T): 803-567-4611
(F): 803-567-4601

And

Sean A. O'Connor
SC Bar No.: 68382
soconnor@FinkelLaw.com
Finkel Law Firm, LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(T): 843.577.5460
(F): 866.800.7954

Attorneys for Wildewood Sections I-IV Homeowners Association, Inc.

Exhibit A

D 755 PAGE 961

7.00

373.00
205.15

FILED
REGISTER OF MESNE CONVEYANCES
CLERK

State of South Carolina 1985 AUG 27 PM 2:01

COUNTY OF RICHLAND

TITLE TO REAL ESTATE — FORM 14-B
COLUMBIA OFFICE SUPPLY CO.

Know All Men By These Presents. That THE MANNING COMPANY, INC.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX AUG 27 '85 P.B.11327 373.00

SOUTH CAROLINA COUNTY DOCUMENTARY TAX AUG 27 '85 205.15

in the State aforesaid for and in consideration of the sum of One Hundred Eighty-six Thousand Five Hundred and no/100----------($186,500.00) Dollars to it paid by James A. Leonard, III and Sheryl A. Leonard in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said JAMES A. LEONARD, III AND SHERYL A. LEONARD, THEIR HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being Northeast of the City of Columbia, County of Richland, State of South Carolina, and being more clearly shown and delineated as Lot Nine (9), Block P, on a plat prepared for James A. Leonard, III and Sheryl A. Leonard, by Cox and Dinkins, Surveyors, dated August 3, 1985 to be recorded simultaneously herewith, and having such boundaries and dimensions as are shown thereon. This being the identical property conveyed to the Grantor herein by deed of WildeWood III Associates dated December 31, 1984 and recorded in the Office of the Register of Mesne Conveyace for Richland County in Deed Book D-724 at page 716.

This conveyance is made subject to conditions and restrictions recorded in Deed Book D-279 at page 275, and is also subject to easements, conditions, covenants and restrictions attached hereto and made a part hereof.

Address of Grantee: 131 Running Fox Road
Columbia, S.C. 29223

D 755 PAGE 961

This conveyance is made subject to the following covenants, conditions, restrictions and easements, to wit:

1. No structure shall be erected on this lot other than one single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Grantor, provided, however, that adjacent lot owners or purchasers may acquire an additional lot or lots, or a portion thereof, for the purpose of adding said lot or lots, or such portion to the lots already owned or purchased by them. In such case, where less than a full lot is involved, the portion of said additional lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and subject to these restrictions as one lot.

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures, and adapted to the terrain of each lot, the Grantors retain full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot, shall have been submitted to the Granters or a committee designated in writing by them for approval. Such approval shall not be unreasonably withheld and shall be given or denied in writing within twenty (20) days of their submission to the Grantors or their architectural committee as the case may be.

4. The placement, design, type, color and lettering of any mailbox or delivery recepticals and its support must be approved by the Grantor, together with property identification markers. Typical designs will be supplied upon request.

5. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in this subdivision or any block of this subdivision, any municipal regulations to the contrary notwithstanding. The building line on this lot shall not be closer than 16 feet to said side line and no closer than 64 feet to the street said lot fronts.

6. No noxious or offensive activity or other thing shall be had or done upon any lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond.

7. No tent, shack, trailer, school bus, camper, boat or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby

conveyed: provided, however, that a camper, boat or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbors' house, at all times. No clothesline shall be allowed to be visible from any street or neighbors' house. The lot, property and premises shall be kept clean at all times. If such litter or other materials is found on any lot, the same shall be removed by the lot/house owner, at his own expense, upon written request by the Architectural Control Committee.

D 755 PAGE 963

8. Where no sewerage line is presently available, all sewage disposal shall be by septic tank, which the Grantee shall keep in good condition and maintain in a manner satisfactory to, and meeting the approval of, the State Board of Health, until such time as a public sewerage system is provided to serve the premises. At such time as a sewer line is installed adjacent to the lot where improvements have been erected, the lot owner agrees to cease using a septic tank and connect a sewer. The lot owner will further pay to the Grantors a sewer tap fee and an annual charge in an amount approved by the South Carolina Public Service Commission.

9. An easement is reserved unto the Grantors over the front and rear eight (8) feet and along each side line of each lot hereby conveyed, for the purposes of utility installations, rights-of-way, bridle paths and the operation and maintenance thereof; and for fifteen (15) feet over existing sewer lines for the maintenance thereof.

10. The Grantors reserve any water rights which they may have in any lake or pond and this conveyance, anything to the contrary notwithstanding, shall not grant a property line closer than two (2) feet above the high water mark of any such lake or pond. If such lot borders within two (2) feet, as aforesaid, of such lake or pond, the lot owner shall have as an easement appurtenant thereto the right to cross said intervening two (2) foot strip for the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

(a) The use of said lake or pond, as aforesaid, shall be entirely at the risk of the Grantee, heirs and assigns, and the Grantor shall not be responsible for the purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) The lot owner may not construct a dock, float, or raft, or any projection of any kind from his property into, extended, or over said lake or pond.

(c) That the use of such lake shall be subject at all times to reasonable rules and regulations of the Grantor, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations for swimming.

(d) The lot owner may not withdraw water from such lake or pond without written permission of the Grantors.

(e) The Grantor shall not be held responsible for any damages caused the Grantee by reason of the flooding of this lot through causes beyond the control of the Grantor. The Grantor similarly shall not be held responsible for damages by reason of breaks in the dam of such lake or pond causing the waters therein to subside.

11. The Grantors may withdraw water from such lake or pond for the purpose of irrigating a golf course, should such be built in the neighborhood.

12. The Grantors at their option may in the future convey the intervening two (2) foot strip around the pond or lake and a pro-rata interest in such pond or lake to the adjoining lot owners. At such time, said adjoinging lot owners will own such lake in proportion to their frontage on the pond or lake and will assume the same pro-rata share for the maintenance of said lake and its dam.

13. If within a period of five (5) years from acquisition of title to a lot, the Grantee offers the same for sale as a unimproved lot, the Grantor shall have the option to re-purchase the same for the original purchase price paid plus property taxes paid by the Grantee and plus ten (10) percent. No sale signs shall be placed on the lot without the express approval of the Grantors.

14. Purchaser agrees to start construction within N/A months and if construction has not commenced in earnest, then seller has the right to repurchase the lot or lots at the original contract price.

15. Purchaser further agrees that if a security and/or protection system is put into operation for the protection of the residents and homeowners in the development, purchaser will be responsible for paying his pro-rata share of such protection.

16. A plot plan, showing the position of the house on the lot, must be presented for approval before any clearing is done or trees removed from the lot.

17. A sketch plan, showing the front and rear elevations must be presented for approval before house plans can be submitted.

18. House plans and specifications must be approved by the Chairman of the Architectural Control Committee. An approved architect must have drawn the front elevation (off the lake) and both front and rear elevations (on the lake or golf course.

19. Sewer tap fee of $ 559.00 to be added to contract price of sale.

20. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

21. Purchaser will be responsible for paying Property Taxes on this lot at such time as taxes are assessed on a per lot basis.

22. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the

D 755 PAGE 964

public, accept as specifically approved in writing by the developer, his agent or the chairman of the Architectural Control Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

23. It is understood and agreed between the parties hereto that the hereinabove described property is sold as is and Grantor shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets after said streets have been dedicated to the County.

24. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

25. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writting by the Architectural Control Committee.

26. No radio or television transmission or reception towers or antennae shall be erected on the property, unless cable television is not available to a lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof-ridge of any house will be permitted. In no event shall free-standing transmission or receiving towers be permitted.

27. Neither developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees, that he will not bring any action or suit against developer, or any member of the Architectural Control Committee, to recover for any such damages.

28. All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

29. Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth on this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the developer, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

30. If any sentence, clause or paragraph of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph hereof.

ED 755 PAGE 965

ED 755 PAGE 966

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said

James A. Leonard, III and Sheryl A. Leonard, Their

Heirs and Assigns forever

And it does ~~do~~ hereby bind itself and its successors and assigns ~~Heirs, Executors~~ ~~and Administrators~~, to warrant and forever defend all and singular the said premises unto the said

James A. Leonard, III and Sheryl A. Leonard, Their

Heirs and Assigns, against it and its successors and assigns ~~Heirs~~ and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS its Hand and Seal this 27th day of August in the year of our Lord one thousand nine hundred and eighty-five and in the two hundred and ninth year of the Sovereignty and Independence of the United States of America.

THE MANNING COMPANY, INC.

Signed, Sealed and Delivered in the presence of

Ernie [illegible]

Dianne Pearson

By: C Heath Manning (SEAL)

C. Heath Manning, Its President

(SEAL)

ED 755 PAGE 966

ED 755 PAGE 967

STATE OF SOUTH CAROLINA,
RICHLAND County

Personally appeared before me Emmie L Pobis

and made oath that she saw the within named The Manning Company, Inc. by C. Heath Manning, Its President

sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with Dianne Pearson witnessed the execution thereof.

SWORN to before me this 27th.

day of August 19 85

(L. S.)

Notary Public of S.C.

Commission expires: 1-18-89

STATE OF SOUTH CAROLINA,
County

NO RENUNCIATION OF DOWER

GRANTOR A CORPORATION

I, , do hereby certify

unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

heirs

and assigns, all her interest and estate, and also her rights and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 19

(L. S.)
Notary Public of S. C.

ED 755 PAGE 967

Exhibit B

615.60
259.60

RECORDING FEE PAID 10.00

DBK 1211 PAGE 196

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CAROLYN J. SWARTOUT ("Grantor") for and in consideration of the sum of TWO HUNDRED THIRTY SIX THOUSAND AND NO/100THS ($236,000.00) DOLLARS to me in hand paid at and before the sealing of these presents, by MERRIE P. GRANT ("Grantee") in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said

MERRIE P. GRANT, HER HEIRS AND ASSIGNS:

See attached Exhibit "A" for full Legal Description.

This conveyance is made subject to existing easements and easements and restrictions of record.

Grantees Address: 55 Running Fox Road
Columbia, SC 29223

TMS# 22805-02-02

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before

SOUTH CAROLINA COUNTY DOCUMENTARY TAX 259.60

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX 1 1 8.00

3 23 PM '94

mentioned unto the said Grantee, her heirs and assigns forever.

And the said Grantor do(es) hereby bind herself and her heirs and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns against Grantor and Grantor's heirs and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 28th day of July in the year of our Lord one thousand nine hundred ninety-four (1994), and in the two hundred nineteenth (219th) year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the Presence of:

(Signature of Witness #1)

(Signature of Witness #2)

(SEAL)
Carolyn J. Swartout

D BK 1211 PAGE 197

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the below named witness who, on oath, says that (s)he saw the within-named Grantor sign, seal and as her act and deed, deliver the within written Title to Real Estate, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 28th day of July, 1994.

(Signature of Witness #1)

(L.S.)
Notary Public for South Carolina
My Commission Expires: 12/31/2001

D BK 1211 PAGE 198

EXHIBIT "A"

ALL that certain piece, parcel or lot of land with the improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being designated as Lot No. 2, Block S, on plat of Section One Wildewood by William Wingfield, dated March 1, 1970, revised January 17, 1977, and recorded in the Office of the RMC for Richland County in Plat Book X, at page 7059, and being more particularly shown and designated on a plat prepared for G. Duncan Grant, Jr. and Merrie P. Grant by Rosser W. Baxter, Jr., R.L.S., dated July 27, 1994, reference being made to said latter plat, which plat is incorporated herein by reference, for a more complete and accurate description; be all measurements a little more or less.

This being the property conveyed to the grantor herein by Deed of Richard D. Swartout (one-half interest) recorded in the Office of the RMC for Richland County in Deed Book D1030, at page 526; the remaining one-half interest by Deed of John G. Morrison and Barbara L. Morrison recorded in Deed Book D688, at page 327.

D BK 1211 PAGE 199

Exhibit C

Ashley & Gibbons, P.A
117 Alpine Circle, Ste. 700
Columbia, SC 29223
803-779-8833

-----------------------------Space Above Reserved for recording information

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF RICHLAND) **Title Not Examined**

KNOW ALL MEN BY THESE PRESENTS THAT **MERRIE P. GRANT**, ("hereinafter referred to as Grantor"), for and in consideration of the sum of Five and 00/100 (**$5.00**) Dollars and no monetary consideration paid by **G. DUNCAN GRANT, JR.** and myself, **MERRIE P. GRANT** ("hereinafter referred to as Grantee"), in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantees, **AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON**, their Heirs and Assigns forever:

All that certain piece, parcel or lot of land with the improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being designated as **LOT TWO (2), BLOCK "S"**, on a plat of **SECTION ONE (1), WILDEWOOD**, by William Wingfield, dated March 1, 1970, revised January 17, 1977, and recorded in the Office of the Register of Deeds for Richland County in Plat Book "X" at page 7059. Said lot is more specifically shown and delineated on a plat prepared for G. Duncan Grant, Jr., and Merrie P. Grant by Rosser W. Baxter, Jr., R.L.S., dated July 27, 1994.

The above plats are incorporated herein by reference and are made a part hereof for a more complete and accurate description. All measurements shown on said plats are a little more or less.

Derivation: This is the same property conveyed to Merrie P. Grant by deed of Carolyn J. Swartout, dated July 28, 1994, and recorded July 29, 1994, in Deed Book 1211 at page 196.

TMS# 22805-02-02

Grantees' Address: 55 Running Fox Road
Columbia, SC 29223

This conveyance is made subject to taxes and assessments for all subsequent years, and to all assessments, covenants, restrictions, reservations and conditions of record and otherwise affecting the property, including but not limited to, rights-of-way indicated by instruments and plats of record, and to all applicable zoning and other land use regulations and restrictions of any political subdivision in which the subject premises are situate.

RA-13-046

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantees, As Joint Tenants with Right of Survivorship and Not as Tenants in Common, their Heirs and Assigns forever.

AND THE GRANTOR does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantees, their heirs and assigns, against Grantor, and Grantor's, heirs and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In Witness Whereof the undersigned Grantor has set her hand and seal this 24 day of May, 2013.

Signed, sealed and delivered
in the presence of:

Wendy P Hallman
Witness I

Witness II

Merrie P. Grant (SEAL)
Merrie P. Grant

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF RICHLAND)

I, Robert C. Ashley, the undersigned Notary Public for the State aforesaid, do hereby certify that, **Merrie P. Grant,** as maker of the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this
24 day of May, 2013.

____________________(L.S.)
Notary Public for State of ~~South Carolina~~
My Commission Expires: 1-18-16

RA-13-046

Exhibit D

01-187

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that LASALLE NATIONAL BANK, as Trustee Under The Pooling & Servicing Agreement dated February 1, 1999 by Thomas F. Quinlan, Jr., its Vice President (hereinafter referred to as "Grantor"), and for and in consideration of the sum of Three Hundred Sixty Thousand and no/100 ($360,000.00) Dollars to Grantor paid by PAMELA K. SMITH (hereinafter referred to as "Grantee"), the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Grantee, the following described property located in the County of Richland, State of South Carolina, to wit:

ALL that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being known as Lot 23, Block QQ in Wildewood Subdivision, and being more particularly shown on a plat prepared for Joy C. Williamson by William Wingfield, Reg. Surveyor, dated December 3, 1974 and recorded in the Office of the RMC for Richland County in Plat book X at page 2991, and being more recently shown on a plat prepared for Timothy R. McConnell by Belter & Associates, Inc., dated April 23, 1982 and recorded in the RMC Office for Richland County in Plat book Z at page 2268; said lot having the following boundaries and measurements as shown on the latter referred plat: On the Northeast by an area designated as Lake, whereon it measures 110.0 feet; on the Southeast by Lot 22, Block QQ, whereon it measures 176.4 feet; on the Southwest by Duck Pond Road, whereon it fronts and measures in three segments an aggregate distance of 159.50 feet; and on the Northwest by Lot 24, Block QQ, whereon it measures 163.2 feet, be all measurements a little more or less.

TMS#: 228-09-03-22

This being the same property conveyed unto the Grantor herein by Deed of Joseph M. Strickland, Master in Equity for Richland County dated August 3, 2000 and recorded in the Office of the ROD for Richland County in Book 433 at page 1017.

Grantee's Address: 120 Duck Pond Road
Columbia, S. C. 29223

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

Book 00603-1874 Quitclaim Deed
2001099067 12/17/2001 11:35:41:21
Fee: $10.00 County Tax: $396.00 State Tax: $936.00

2001099067 John G. Norris Richland County ROD

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, her heirs and assigns forever - so that neither the said Grantor nor Grantor's respective successors or assigns, nor any other person, persons or entity, claiming under Grantor, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the execution hereof the _______ day of November, 2001.

WITNESS:

LaSalle Bank National Association f.k.a.
LASALLE NATIONAL BANK, as Trustee Under The Pooling & Servicing Agreement dated February 1, 1999

______________________ Ted Novak

By: ______________________
Its:
THOMAS F. QUINLAN, JR.
VICE PRESIDENT

Ethel Franklin

Illinois
STATE OF ~~NEW YORK~~)
) PROBATE
COUNTY OF Cook)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named LASALLE NATIONAL BANK, as Trustee Under The Pooling & Servicing Agreement dated February 2, 1999, by Thomas Quinlan, its Vice President sign, seal and as his act and deed, deliver the within written Quit-Claim Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ day of November, 2001.
Ethel Franklin (LS)
Notary Public for ~~New York~~ Illinois
My commission Expires 07/18/2005

______________________ Ted Novak

"OFFICIAL SEAL"
ETHEL FRANKLIN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 07/18/2005

Exhibit E

This Title was not Examined by
The Law Offices of Timothy G. Quinn

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF RICHLAND)

THIS QUIT-CLAIM DEED, executed this 21st day of November, 2003, by Pamela K. Smith, (hereinafter "Grantor"), to Douglas McFadden (hereinafter "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, successor's, assigns, legal representatives, and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor for and in consideration of the sum of Ten and no/100 Dollars ($10.00), in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee, his heirs and assigns, forever, one-half (½) interest in all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

General Description: 120 Duck Pond Road, Columbia, SC

TMS# 22809-03-22

Legal Description: See Exhibit A Attached

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and improvements thereunto belonging or in anywise appertaining, in all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, to the only proper use, benefit and behoof of Grantee, his heirs and assigns, forever.

In Witness Whereof, the execution hereof this 21st day of November, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Laura McDonald

Timothy H. [illegible]

Pamela K. Smith
Pamela K. Smith

Book 00880-1677
2003125122 12/01/2003 13:52:18:30 Quitclaim Deed
Fee: $10.00 County Tax: $0.00 State Tax: $0.00

2003125122 John G. Norris Richland County ROD

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness made oath that (s)he saw the with-named Pamela K. Smith, sign, seal and as her act and deed, deliver the within-written Quit-Claim Deed; and that s(he) with Timothy G. Quinn witnessed the execution thereof.

Laura McDonald
(signature of witness)

SWORN to before me, this 21st day of November, 2003.

Timothy G. Quinn (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1/12/2010

EXHIBIT A

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being known a Lot 23, Block QQ in Wildewood Subdivision, and being more particularly shown on a plat prepared for Joy C. Williamson by William Wingfield, Reg. Surveyor, dated December 3, 1974 and recorded in the Office of the RMC for Richland County in Plat book X at Page 2991, and being more recently shown on a plat prepared for Timothy R. McConnell by Belter and Associates, Inc., dated April 23, 1982 and recorded in the RMC Office for Richland County in Plat Book Z at Page 2268; said lot having the following boundaries and measurements as shown on the latter referred plat: On the Northeast by an area designated as Lake, whereon it measures 110.0 feet; on the Southeast by Lot 22, Block QQ, whereon it measures 176.4 feet; on the Southwest by Duck Pond Road, whereon it fronts and measures in three segments an aggregate distance of 159.50 feet; and on the Northwest by Lot 24, Block QQ, whereon it measures 163.2 feet, be all measurements a little more or less.

Street Address: 120 Duck Pond Road, Columbia, SC 29223.

TMS# 22809-03-22

Derivation: This being the same property conveyed to LaSalle National Bank, as Trustee Under the Pooling & Servicing Agreement dated February 1, 1999 by deed of Joseph M. Strickland, Master in Equity for Richland County dated August 3, 2000 and recorded in the Office fo the ROD for Richland County in Book 433 at Page 1017 then conveyed to Pamela K. Smith by deed of LaSalle National Bank, as Trustee Under the Pooling & Servicing Agreement dated February 1, 1999 by Thomas F. Quinlan, Jr., its Vice-President dated November of 2001 and recorded 12/17/01 in the Richland County ROD in Book RB603 at page 1874; t

Exhibit F

Book 1889-1269
2013069356 08/22/2013 12:11:53:170 Quitclaim Deed
Fee:$10.00 County Tax:$0.00 State Tax:$0.00
2013069356 John T. Hopkins II Richland County R.O.D.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

QUIT-CLAIM DEED
Prepared Without Title Search

KNOW ALL MEN BY THESE PRESENTS, that I, **DOUGLAS McFADDEN,** (hereinafter the "Grantor") in the State aforesaid, in consideration and in accordance with the **Decree of Divorce and Order Approving Agreement of the Richland County Family Court, in the case of Douglas McFadden v. Pamela Smith McFadden, bearing Docket Number 2010-DR-40-3471,** have remised, released and forever quit-claimed unto **PAMELA K. SMITH** (hereinafter the "Grantee,") all right, title and interest, if any, of the undersigned Grantor, in and to the following described property:

All my right, title, and interest in and to:

> All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being known as Lot 23, Bock QQ in Wildewood Subdivision, and being more particularly shown on a plat prepared for Joy C. Williamson by William Wingfield, Reg. Surveyor, dated December 3, 2974 and recorded in the Office of the Register of Deeds for Richland County in Plat Book X at Page 2991, and being more recently shown on a plat prepared for Timothy R. McConnell by Belter and Associates, Inc., dated April 23, 1982 and recorded in the Office of the Register of Deeds for Richland County in Plat Book Z at Page 2268; said lot having the following boundaries and measurements as shown on the latter referred plat: On the Northeast by an area designated as Lake, whereon it measures 110.0 feet; on the Southeast by Lot 22, Block QQ, whereon it measures 176.4 feet; on the Southwest by Duck Pond Road, whereon it fronts and measures in three segments an aggregate distance of 159.50 feet; and on the Northwest by Lot 24, Block QQ, whereon it measures 163.2 feet, be all measurements a little more or less.

Derivation: This being the same property heretofore conveyed to Pamela K. Smith and Douglas McFadden by Quit-Claim Deed of Pamela K. Smith, dated November 21, 2003, and recorded December 1, 2003 in the Office of the Register of Deeds for Richland County in Book 880, at Page 1677.

Richland County TMS#: 22809-03-22

Grantee's Address: 120 Duck Pond Road
Columbia, SC 29223

Property Address: 120 Duck Pond Road
Columbia, SC 29223

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises and interest quitclaimed above unto the said **PAMELA K. SMITH**, her heirs and Assigns forever, so that neither **DOUGLAS McFADDEN**, nor his Heirs, nor any other person or persons, claiming under **DOUGLAS McFADDEN,** shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS MY HAND AND SEAL this 2nd day of October in the year of our Lord Two Thousand Twelve.

SIGNED, SEALED AND DELIVERED)
)
IN THE PRESENCE OF:)

Valerie McFadden
Witness #1

Douglas McFadden
Douglas McFadden

Witness #2

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared before me GABRIEL McFADDEN and made the oath that (s)he saw the within named **Douglas McFadden**, sign seal and as his act and deed, deliver the within written instrument for the uses and purposes therein mentioned and that (s)he, with Gail B. Jabber witnessed the execution thereof.

SWORN to before me this 2nd day of October, 2012

Gail B. Jabber (L.S.)
Notary Public for South Carolina

Gabriel McFadden (Seal)

My Commission Expires: Sept. 20, 2015.

Exhibit G

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	) FOR THE FIFTH JUDICIAL CIRCUIT
	) Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,	)
Plaintiffs,	) **DEFENDANT, WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.'S FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFFS**
vs.	)
WildeWood Sections I-IV Homeowners Association, Inc.,	)
Defendant.	)

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure, Defendant WildeWood Sections I-IV Homeowners Association, Inc. (the "Association") propounds the following First Set of Requests for Admission to Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs"). The Association requests Plaintiffs answer separately, fully and under oath the following Interrogatories within the time allowed by the South Carolina Rules of Civil Procedure.

INSTRUCTIONS

1. Where the name or identity of a person is required, state the full name, title, home address, home phone number, business address, and business phone number, if known.

2. Where knowledge or information in your possession is requested, such request includes your knowledge, the knowledge of your agents, representatives, and unless privileged, your attorneys.

3. Each Request shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for the objection shall be set forth in detail, and if you object to any part to any Request, answer the remainder of the Request.

4. The terms "and," "or," and "and/or" are intended to be read as necessary to make each request inclusive of materials, rather than exclusive.

DEFINITIONS

1. "You" and/or "Your" means Plaintiffs, either together or individually, and their agents, representatives, attorneys, or any person or entity acting on their behalf.

2. "Document" includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to correspondence, telegrams, contracts, agreements, notes in any form, memoranda, diaries, voice recording tapes, microfilms, microfiche, pictures, data processing cards or discs, computer tapes and other computer-generated and stored information or data base, work papers, calendars, minutes of meetings or any other writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession.

3. "Communication" or "communications" means every manner or means of disclosure, transfer or exchange and every disclosure, transfer or exchange of information whether orally or by document or whether face-to-face, by telephone, mail, personal delivery or otherwise."

REQUESTS FOR ADMISSION

1. Admit Plaintiffs James A. Leonard, III and Sheryl A. Leonard both received notice of the vote on the Value Preservation Assessment resolution held on November 27, 2018.

2. Admit Plaintiffs Merrie P. Grant and G. Duncan Grant both received notice of the vote on the Value Preservation Assessment resolution held on November 27, 2018.

3. Admit Plaintiff Pamela K. Smith received notice of the vote on the Value Preservation Assessment resolution held on November 27, 2018.

[Signature block on the following page.]

Respectfully submitted:

WILLIAMS MULLEN

By:______________________________

Richard H. Willis
SC Bar No.: 6159
rwillis@williamsmullen.com
John G. Tamasitis
SC Bar No.: 101875
jtamasitis@williamsmullen.com
1230 Main Street, Suite 330
Columbia, SC 29201
(T): 803-567-4611
(F): 803-567-4601

And

Sean A. O'Connor
SC Bar No.: 05459
soconnor@FinkelLaw.com
Finkel Law Firm, LLC
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(T): 843.577.5460
(F): 866.800.7954

Attorneys for Wildewood Sections I-IV Homeowners Association, Inc.

February 1, 2023
Columbia, SC

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	) FOR THE FIFTH JUDICIAL CIRCUIT
	) Civil Action No.: 2022CP4001147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith, Plaintiffs, vs. WildeWood Sections I-IV Homeowners Association, Inc., Defendant.	) **CERTIFICATE OF SERVICE**

I, the undersigned Legal Administrative Assistant of Williams Mullen, attorneys for Defendant, WildeWood Sections I-IV Homeowners Association, Inc., hereby certify that I served all known counsel in this action with a copy of the discovery request herein below specified by mailing a copy of the same by E-Mail and U.S. Mail, postage prepaid, to the following:

Pleading: Defendant's First Set of Requests for Admission to Plaintiffs

Counsel Served: Spencer Andrew Syrett
Syrett Law
P.O. Box 7403
Columbia, SC 29202
syrettlaw@sc.rr.com
Attorney for the Plaintiffs

Kristi Love

Kristi Love
Legal Administrative Assistant

February 1, 2023
Columbia, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT

James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,

Plaintiffs,

vs.

Wildewood Sections I-IV Homeowners Association, Inc.,

Defendant.

PLAINTIFFS' MEMORANDUM OPPOSING MOTION FOR SUMMARY JUDGMENT
2022-CP-40-01147

The Plaintiffs oppose the grant of summary judgment.

The sole basis of the motion is the assertion that the Plaintiffs were notified of the claim of the Homeowners Association that it imposing a $40.00 monthly fee in 2018 for the support of the golf course. The Homeowners Association asserts that the Plaintiffs failed to act in timely manner.

First, in considering the Defendant's motion, in the absence of any affidavits, the Court must construe the allegations of the Complaint in a manner most favorable to the non-moving party (the Plaintiffs).

Second, an invalid document does not become valid merely because it is not challenged within any particular time.

THE ORIGINAL RESTRICTIONS

In the development of the original sections of Wildewood, the developers did not take the usual path of recording a blanket set of restrictions on the sections being developed. Instead, the developers included in each deed a set of restrictions which varied over time. The restrictions were stated to be for the benefit of the grantor alone. Each set of deed restrictions reserved to the Grantor "the right to alter, amend or release" the restrictions at will. Note that the Grantor did not retain the right to assign its rights to a third party. Nor could it do so because it stated that the restrictions were for the benefit of the grantor alone.

As stated in the pleading the Grantors had sold all of the property which could have deveoped and therefore the right of the Grantors to enforce the restrictions had become moot.

THE PURPORTED ASSIGNMENT

In 1998, the original Grantors purported to assign their rights under the individual lot deeds to the Defendant. The Grantors simply had retained no right to do so and therefore the assignment was invalid.

In 1998, the Defendant then subsequently attempted to amend the individual lot restrictions.

The Plaintiffs have never conceded that they were members of the Homeowners Association but they did from time to time make a voluntary contribution to the Defendant. Making a voluntary donation to the Homeowners Association does not constitute accepting membership in it.

THE GOLF CLUB FEE

In 2018, the Association again purported to pass amendments to impose the fee which is now at issue. Because the Plaintiffs rightfully did not consider themselves to be members, the announcement did not impose any obligation on the Plaintiffs to do anything.

ENFORCEMENT

In late 2019, the Association announced that it was collecting the assessment for the golf club starting for the year 2020. It also announced that it was changing its collection practices. Unless and until the Homeowners Association actually took steps to impose and collect the fee, the Plaintiffs did not have to challenge the fee.

On February 8, 2021, the Homeowners Association filed a lien against the Leonards for unpaid assessments in the amount of $1,214.40. This lien is recorded in Record Book 2584 at page 1247.

The Plaintiffs had a duty to challenge the fee once it was clear they were in jeopardy. This action was filed on March 4, 2022, well within any three year Statute of Limitations (assuming this statutory period applies. Becuse the Homeowners Association is attmepting to enforce a sealed instrument, the twenty year statute may actually apply).

CONCLUSION

The assignment of the individual deed restrictions in 1998 was invalid. Because the assignment was invalid, the restrictions in the individual deeds could not be amended by the Homeowners Association. The attempt to impose the golf course fee in 2020 was therefore also invalid.

Because the Homeowners Association had no power to charge the fee, it certainly could not file a lien for non-payment.

The motion for summary judgment should be denied.

s/Spencer Andrew Syrett
Spencer Andrew Syrett SC BAR 5459
Attorney for the Plaintiffs
712 Richland Street, Suite E
P.O. Box 7403
Columbia, SC 29202
803-765-2110
FAX ONLY 803-765-9950
syrettlaw@sc.rr.com

April 17, 2024

STATE OF SOUTH CAROLINA.	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
	Civil Action No.: 2022-CP-40-01147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith, Plaintiffs, vs. WildeWood Sections I-IV Homeowners Association, Inc., Defendant.	**AFFIDAVIT OF GAIL BRAGG**

Being duly sworn, the witness deposes and states:

1. My name is Gail Bragg. I reside at and own the property at 301 Wood Duck Road in Section I-IV of the WildeWood subdivision, Richland County South Carolina.

2. I currently serve as the President of Board of the WildeWood Section I-IV Homeowners Association ("HoA I-IV"). I have served in this capacity since May of 2017. I have personal knowledge of the facts and information herein.

3. The WildeWood Section I-IV Homeowners Association was formed in 1998 and consists of over 600 homes and homeowners in good standing. Responsibility to enforce the Covenants, Conditions and Restrictions applicable to the properties in Sections I-IV was assigned by the Developer, The Manning Company, Heath Manning and Donny Boyd to HoA I-IV in 1998 and recorded with the Richland County Registrar of Deeds on March 26, 1998.

4. At counsel's request, I asked our HoA's management company, CAMS (Community Association Management Services) to provide ledgers showing the history of payments of HoA membership dues and assessments by the Plaintiffs in this lawsuit: Duncan and Merrie Grant, James and Sheryl Leonard, and Pamela K Smith. These ledgers are attached as Exhibits 1-3.

5. These ledgers show a history of regular payments through 2018. These payments ceased after the HoA members in good standing voted in accordance with the HoA's bylaws to enter into an Agreement with the WildeWood Homeowners Investment Group, a group

made up of approximately 60 residents of the various WildeWood neighborhoods, to facilitate the purchase and continued operation of the WildeWood Club as a private club, for a period of 25 years.

6. At no time prior to the initiation of this lawsuit did these homeowners inform the HoA that they no longer considered themselves to be members of the HoA or not bound by the restrictive covenants applicable to their properties.

7. Attached as Exhibit 4 is a letter to HoA I-IV dated January 17, 2019, from Plaintiffs James and Sheryl Leonard explaining why they declined to pay the Value Presentation Assessment. The Leonards were not required to join the Club, nor has anyone. It is my understanding that none of the plaintiffs are members of the WildeWood Country Club, nor are they required to be.

8. Attached as Exhibit 5 is the Leornard's notarized proxy vote on the resolution to enter into an agreement with the purchasing parties to facilitate purchase and continued operation of the Club.

9. Attached as Exhibit 6 is a map of the various participating HoAs in the Property Values Preservation and Club Participation Agreement.

10. I have reviewed the Answer and Exhibits and attest to the truth of the facts as set forth in the Answer and in the HoA's Motion for Summary Judgment filed on November 10, 2023, as well as the authenticity of the exhibits.

11. The above recited facts and information are true and correct, to the best of my personal knowledge and informed belief.

Gail Bragg

Gail Bragg

Sworn to (or affirmed) and subscribed before me this 17th day of April, 2024,

by Kim Rothrock.

KIM ROTHROCK NOTARY PUBLIC STATE OF SOUTH CAROLINA

Kim Rothrock

Notary Public
State of South Carolina
My Commission Expires: 11.23.2030

Personally known X
OR produced identification ____________
Type of identification produced ____________

Exhibit 1

Transaction history for Sheryl and Jim Leonard downloaded from CAMS system as of 4.17.2024 131 Running Fox Road Columbia, SC 29223
Account # 24081138982

Tran Date	Type	Description	Charge	Payment	Balance
4/1/2024	Chg	Late Fee	$22.17		$4,778.43
3/1/2024	Chg	Late Fee	$22.17		$4,756.26
1/24/2024	Chg	Attorney Collection Fee Attorney Collection Fee Finkel Law Firm Inv 292735 07/31	$300.00		$4,734.09
1/1/2024	Chg	Assessment - Value Retention	$536.00		$4,434.09
1/1/2024	Chg	Assessment - Operations	$382.10		$3,898.09
12/1/2023	Chg	Late Fee	$16.44		$3,515.99
11/1/2023	Chg	Late Fee	$16.44		$3,499.55
10/1/2023	Chg	Late Fee	$16.44		$3,483.11
9/1/2023	Chg	Late Fee	$16.44		$3,466.67
8/1/2023	Chg	Late Fee	$16.44		$3,450.23
7/17/2023	Chg	Attorney Collection Fee Finkel Law Firm Inv 289188	$25.00		$3,433.79
7/1/2023	Chg	Late Fee	$16.44		$3,408.79
6/1/2023	Chg	Late Fee	$16.44		$3,392.35
5/1/2023	Chg	Late Fee	$16.44		$3,375.91
4/1/2023	Chg	Late Fee	$16.44		$3,359.47
3/1/2023	Chg	Late Fee	$16.44		$3,343.03
2/1/2023	Chg	Late Fee	$10.88		$3,326.59
1/1/2023	Chg	Late Fee	$10.88		$3,315.71
1/1/2023	Chg	Assessment - Value Retention	$520.00		$3,304.83
1/1/2023	Chg	Assessment - Operations	$370.25		$2,784.83
12/1/2022	Chg	Late Fee	$10.88		$2,414.58
11/1/2022	Chg	Late Fee	$10.88		$2,403.70
10/1/2022	Chg	Late Fee	$10.88		$2,392.82
9/1/2022	Chg	Late Fee	$10.88		$2,381.94
8/1/2022	Chg	Late Fee	$10.88		$2,371.06
7/1/2022	Chg	Late Fee	$10.88		$2,360.18
6/1/2022	Chg	Late Fee	$10.88		$2,349.30
5/1/2022	Chg	Late Fee	$10.88		$2,338.42
4/1/2022	Chg	Late Fee	$10.88		$2,327.54
3/1/2022	Chg	Late Fee	$10.88		$2,316.66
2/1/2022	Chg	Late Fee	$5.77		$2,305.78
1/1/2022	Chg	Late Fee	$5.77		$2,300.01
1/1/2022	Chg	Assessment - Value Retention	$480.00		$2,294.24
1/1/2022	Chg	Assessment - Operations	$341.25		$1,814.24
12/1/2021	Chg	Late Fee	$5.77		$1,472.99
11/1/2021	Chg	Late Fee	$5.77		$1,467.22
10/1/2021	Chg	Late Fee	$5.77		$1,461.45
9/1/2021	Chg	Late Fee	$5.77		$1,455.68
8/27/2021	Chg	Attorney Collection Fee Finkle Law Firm Invoice#276221	$200.00		$1,449.91
8/1/2021	Chg	Late Fee	$5.77		$1,249.91
7/1/2021	Chg	Late Fee	$5.77		$1,244.14
6/1/2021	Chg	Late Fee	$5.77		$1,238.37
5/1/2021	Chg	Late Fee	$5.77		$1,232.60
4/1/2021	Chg	Late Fee	$5.77		$1,226.83
3/1/2021	Chg	Late Fee	$5.77		$1,221.06
2/1/2021	Chg	Late Fee	$0.89		$1,215.29
1/27/2021	Chg	Administrative Fee -	$75.00		$1,214.40
1/22/2021	Pay	eCheck ...9290		($325.00)	$1,139.40
1/1/2021	Chg	Late Fee	$4.88		$1,464.40
1/1/2021	Chg	Assessment - Value Retention	$480.00		$1,459.52
1/1/2021	Chg	Assessment - Operations	$325.00		$979.52
12/1/2020	Chg	Late Fee	$4.88		$654.52
11/1/2020	Chg	Late Fee	$4.88		$649.64
10/15/2020	Chg	Administrative Fee -	$25.00		$644.76
10/1/2020	Chg	Late Fee	$4.88		$619.76
9/15/2020	Chg	Administrative Fee -	$10.00		$614.88
3/1/2020	Chg	Late Fee	$4.88		$604.88
1/23/2020	Pay	Chk #5188		($325.00)	$600.00
1/1/2020	Chg	Assessment - Value Retention	$480.00		$925.00
1/1/2020	Chg	Assessment - Operations	$325.00		$445.00
10/1/2019	Chg	Special Charge - Fourth Quarter Club 2019	$120.00		$120.00
1/3/2019	Pay (H)	Lckbx Pmt		($325.00)	$0.00
1/1/2019	Chg (H)	Annual Assmt	$325.00		$325.00
1/1/2018	Chg (H)	Annual/Master Assmt	$200.00		$0.00
12/12/2017	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
1/1/2017	Chg (H)	Annual/Master Assmt	$200.00		$0.00
12/12/2016	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
1/1/2016	Chg (H)	2016 MASTER ASSOC	$200.00		$0.00
12/30/2015	Pay (H)	Lckbx Pmt		($200.00)	($200.00)

Sheryl and Jim Leonard | 131 Running Fox Road Columbia, SC 29223
Account # 24081138982 | downloaded from CAMS system 4.17.2024

Tran Date	Type	Description	Charge	Payment	Balance
4/1/2015	Chg (H)	2015 MASTER ASSOC	$200.00		$0.00
3/23/2015	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
5/1/2014	Chg (H)	2014 MASTER ASSOC	$200.00		$0.00
4/29/2014	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
4/12/2013	Pay (H)	Lckbx Pmt		($200.00)	$0.00
4/1/2013	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00
3/30/2012	Pay (H)	LEONARD		($200.00)	$0.00
1/1/2012	Chg (H)	2012 Assessment	$200.00		$200.00
3/2/2011	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2011	Chg (H)	2011 Assessment	$200.00		$200.00
3/8/2010	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2010	Chg (H)	2010 Assessment	$200.00		$200.00
3/9/2009	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2009	Chg (H)	WildeWood 2009 Assmt	$200.00		$200.00
3/3/2008	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2008	Chg (H)	2008 Association Fee	$200.00		$200.00
5/14/2007	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2007	Chg (H)	2007 HOA Dues	$200.00		$200.00
2/22/2006	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2006	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00
2/7/2005	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2005	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00

Exhibit 2

Transaction History for Pamela Smith downloaded from CAMS system 4.17.2024 120 Duck Pond Road Columbia, SC 29223
Account# 24081138482

Tran Date	Type	Description	Charge	Payment	Balance
4/1/2024	Chg	Late Fee	$26.15		$4,855.82
3/1/2024	Chg	Late Fee	$26.15		$4,829.67
1/1/2024	Chg	Assessment - Value Retention	$536.00		$4,803.52
1/1/2024	Chg	Assessment - Operations	$382.10		$4,267.52
12/1/2023	Chg	Late Fee	$20.42		$3,885.42
11/1/2023	Chg	Late Fee	$20.42		$3,865.00
10/1/2023	Chg	Late Fee	$20.42		$3,844.58
9/1/2023	Chg	Late Fee	$20.42		$3,824.16
8/1/2023	Chg	Late Fee	$20.42		$3,803.74
7/1/2023	Chg	Late Fee	$20.42		$3,783.32
6/1/2023	Chg	Late Fee	$20.42		$3,762.90
5/1/2023	Chg	Late Fee	$20.42		$3,742.48
4/1/2023	Chg	Late Fee	$20.42		$3,722.06
3/1/2023	Chg	Late Fee	$20.42		$3,701.64
2/1/2023	Chg	Late Fee	$14.87		$3,681.22
1/1/2023	Chg	Late Fee	$14.87		$3,666.35
1/1/2023	Chg	Assessment - Value Retention	$520.00		$3,651.48
1/1/2023	Chg	Assessment - Operations	$370.25		$3,131.48
12/1/2022	Chg	Late Fee	$14.87		$2,761.23
11/1/2022	Chg	Late Fee	$14.87		$2,746.36
10/1/2022	Chg	Late Fee	$14.87		$2,731.49
9/1/2022	Chg	Late Fee	$14.87		$2,716.62
8/1/2022	Chg	Late Fee	$14.87		$2,701.75
7/1/2022	Chg	Late Fee	$14.87		$2,686.88
6/1/2022	Chg	Late Fee	$14.87		$2,672.01
5/1/2022	Chg	Late Fee	$14.87		$2,657.14
4/1/2022	Chg	Late Fee	$14.87		$2,642.27
3/1/2022	Chg	Late Fee	$14.87		$2,627.40
2/1/2022	Chg	Late Fee	$9.75		$2,612.53
1/1/2022	Chg	Late Fee	$9.75		$2,602.78
1/1/2022	Chg	Assessment - Value Retention	$480.00		$2,593.03
1/1/2022	Chg	Assessment - Operations	$341.25		$2,113.03
12/1/2021	Chg	Late Fee	$9.75		$1,771.78
11/1/2021	Chg	Late Fee	$9.75		$1,762.03
10/1/2021	Chg	Late Fee	$9.75		$1,752.28
9/1/2021	Chg	Late Fee	$9.75		$1,742.53
8/1/2021	Chg	Late Fee	$9.75		$1,732.78
7/1/2021	Chg	Late Fee	$9.75		$1,723.03
6/1/2021	Chg	Late Fee	$9.75		$1,713.28
5/1/2021	Chg	Late Fee	$9.75		$1,703.53
4/1/2021	Chg	Late Fee	$9.75		$1,693.78
3/1/2021	Chg	Late Fee	$9.75		$1,684.03
2/1/2021	Chg	Late Fee	$4.88		$1,674.28
1/1/2021	Chg	Late Fee	$4.88		$1,669.40
1/1/2021	Chg	Assessment - Value Retention	$480.00		$1,664.52
1/1/2021	Chg	Assessment - Operations	$325.00		$1,184.52
12/1/2020	Chg	Late Fee	$4.88		$859.52
11/1/2020	Chg	Late Fee	$4.88		$854.64
10/15/2020	Chg	Administrative Fee -	$25.00		$849.76
10/1/2020	Chg	Late Fee	$4.88		$824.76
9/15/2020	Chg	Administrative Fee -	$10.00		$819.88
3/1/2020	Chg	Late Fee	$4.88		$809.88
2/28/2020	Pay	eCheck ...5266 - Move from 24081138422 to 24081138482		($120.00)	$805.00
1/1/2020	Chg	Assessment - Value Retention	$480.00		$925.00
1/1/2020	Chg	Assessment - Operations	$325.00		$445.00
10/1/2019	Chg	Special Charge - Fourth Quarter Club 2019	$120.00		$120.00

Transaction History for Pamela Smith downloaded from CAMS system 4.17.2024 120 Duck Pond Road Columbia, SC 29223

Account# 24081138482

Tran Date	Type	Description	Charge	Payment	Balance
1/2/2019	Pay (H)	Lckbx Pmt		($325.00)	$0.00
1/1/2019	Chg (H)	Annual Assmt	$325.00		$325.00
1/1/2018	Chg (H)	Annual/Master Assmt	$200.00		$0.00
12/12/2017	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
1/1/2017	Chg (H)	Annual/Master Assmt	$200.00		$0.00
12/14/2016	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
1/1/2016	Chg (H)	2016 MASTER ASSOC	$200.00		$0.00
12/30/2015	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
4/1/2015	Chg (H)	2015 MASTER ASSOC	$200.00		$0.00
3/30/2015	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
5/1/2014	Chg (H)	2014 MASTER ASSOC	$200.00		$0.00
4/29/2014	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
4/11/2013	Pay (H)	Lckbx Pmt		($200.00)	$0.00
4/1/2013	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00
4/11/2012	Pay (H)	Lckbx Pmt		($200.00)	$0.00
4/2/2012	Chg (H)	Neighbor. Late Fee	$10.00		$200.00
4/2/2012	Chg (H)	Admin Fee	$10.00		$190.00
4/2/2012	Pay (H)	Credit Wrong Charge		($10.00)	$180.00
4/2/2012	Pay (H)	Credit Wrong Charge		($10.00)	$190.00
1/1/2012	Chg (H)	2012 Assessment	$200.00		$200.00
3/15/2011	Pay (H)	MCFADDEN		($200.00)	$0.00
1/1/2011	Chg (H)	2011 Assessment	$200.00		$200.00
3/8/2010	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2010	Chg (H)	2010 Assessment	$200.00		$200.00
3/11/2009	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2009	Chg (H)	WildeWood 2009 Assmt	$200.00		$200.00
3/28/2008	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2008	Chg (H)	2008 Association Fee	$200.00		$200.00
5/14/2007	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2007	Chg (H)	2007 HOA Dues	$200.00		$200.00
2/28/2006	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2006	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00
2/17/2005	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2005	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00
9/13/2004	Pay (H)	Pd 1/5/04		($215.00)	$0.00
5/31/2004	Chg (H)	END BAL MAY	$215.00		$215.00

Exhibit 3

Account # 24081138762

Tran Date	Type	Description	Charge	Payment	Balance
4/1/2024	Chg	Late Fee	$26.15		$5,115.82
3/1/2024	Chg	Late Fee	$26.15		$5,089.67
1/1/2024	Chg	Assessment - Value Retention	$536.00		$5,063.52
1/1/2024	Chg	Assessment - Operations	$382.10		$4,527.52
12/1/2023	Chg	Late Fee	$20.42		$4,145.42
11/1/2023	Chg	Late Fee	$20.42		$4,125.00
10/1/2023	Chg	Late Fee	$20.42		$4,104.58
9/1/2023	Chg	Late Fee	$20.42		$4,084.16
8/1/2023	Chg	Late Fee	$20.42		$4,063.74
7/14/2023	Chg	Attorney Collection Fee Finkel Law Firm Inv. 286153	$560.00		$4,043.32
7/1/2023	Chg	Late Fee	$20.42		$3,483.32
6/1/2023	Chg	Late Fee	$20.42		$3,462.90
5/1/2023	Chg	Late Fee	$20.42		$3,442.48
4/1/2023	Chg	Late Fee	$20.42		$3,422.06
3/1/2023	Chg	Late Fee	$20.42		$3,401.64
2/1/2023	Chg	Late Fee	$14.87		$3,381.22
1/1/2023	Chg	Late Fee	$14.87		$3,366.35
1/1/2023	Chg	Assessment - Value Retention	$520.00		$3,351.48
1/1/2023	Chg	Assessment - Operations	$370.25		$2,831.48
12/1/2022	Chg	Late Fee	$14.87		$2,461.23
11/1/2022	Chg	Late Fee	$14.87		$2,446.36
10/1/2022	Chg	Late Fee	$14.87		$2,431.49
9/1/2022	Chg	Late Fee	$14.87		$2,416.62
8/1/2022	Chg	Late Fee	$14.87		$2,401.75
7/1/2022	Chg	Late Fee	$14.87		$2,386.88
6/1/2022	Chg	Late Fee	$14.87		$2,372.01
5/1/2022	Chg	Late Fee	$14.87		$2,357.14
4/1/2022	Chg	Late Fee	$14.87		$2,342.27
3/1/2022	Chg	Late Fee	$14.87		$2,327.40
2/1/2022	Chg	Late Fee	$9.75		$2,312.53
1/1/2022	Chg	Late Fee	$9.75		$2,302.78
1/1/2022	Chg	Assessment - Value Retention	$480.00		$2,293.03
1/1/2022	Chg	Assessment - Operations	$341.25		$1,813.03
12/1/2021	Chg	Late Fee	$9.75		$1,471.78
11/1/2021	Chg	Late Fee	$9.75		$1,462.03
10/1/2021	Chg	Late Fee	$9.75		$1,452.28
9/1/2021	Chg	Late Fee	$9.75		$1,442.53
8/1/2021	Chg	Late Fee	$9.75		$1,432.78
7/1/2021	Chg	Late Fee	$9.75		$1,423.03
6/1/2021	Chg	Late Fee	$9.75		$1,413.28
5/1/2021	Chg	Late Fee	$9.75		$1,403.53
4/1/2021	Chg	Late Fee	$9.75		$1,393.78
3/1/2021	Chg	Late Fee	$9.75		$1,384.03
2/1/2021	Chg	Late Fee	$4.88		$1,374.28
1/28/2021	Chg	Administrative Fee -	$25.00		$1,369.40
1/1/2021	Chg	Late Fee	$4.88		$1,344.40
1/1/2021	Chg	Assessment - Value Retention	$480.00		$1,339.52
1/1/2021	Chg	Assessment - Operations	$325.00		$859.52
12/1/2020	Chg	Late Fee	$4.88		$534.52
11/1/2020	Chg	Late Fee	$4.88		$529.64
10/15/2020	Chg	Administrative Fee -	$25.00		$524.76
10/1/2020	Chg	Late Fee	$4.88		$499.76
9/15/2020	Chg	Administrative Fee -	$10.00		$494.88
3/1/2020	Chg	Late Fee	$4.88		$484.88
1/23/2020	Pay	Chk #380		($325.00)	$480.00

Account # 24081138762

Tran Date	Type	Description	Charge	Payment	Balance
1/1/2020	Chg	Assessment - Value Retention	$480.00		$805.00
1/1/2020	Chg	Assessment - Operations	$325.00		$325.00
10/30/2019	Pay	Chk #332		($120.00)	$0.00
10/1/2019	Chg	Special Charge - Fourth Quarter Club 2019	$120.00		$120.00
2/14/2019	Pay (H)	Lckbx Pmt		($325.00)	$0.00
1/1/2019	Chg (H)	Annual Assmt	$325.00		$325.00
1/15/2018	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2018	Chg (H)	Annual/Master Assmt	$200.00		$200.00
1/1/2017	Chg (H)	Annual/Master Assmt	$200.00		$0.00
12/28/2016	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
1/22/2016	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2016	Chg (H)	2016 MASTER ASSOC	$200.00		$200.00
4/1/2015	Chg (H)	2015 MASTER ASSOC	$200.00		$0.00
3/30/2015	Pay (H)	Lckbx Pmt		($200.00)	($200.00)
5/6/2014	Pay (H)	Lckbx Pmt		($200.00)	$0.00
5/1/2014	Chg (H)	2014 MASTER ASSOC	$200.00		$200.00
4/16/2013	Pay (H)	Lckbx Pmt		($240.00)	$0.00
4/1/2013	Chg (H)	MASTER ASSOCIATION	$200.00		$240.00
7/16/2012	Pay (H)	Lckbx Pmt		($200.00)	$40.00
7/1/2012	Chg (H)	Admin Fee	$10.00		$240.00
7/1/2012	Chg (H)	Neighbor. Late Fee	$10.00		$230.00
6/1/2012	Chg (H)	Neighbor. Late Fee	$10.00		$220.00
6/1/2012	Chg (H)	Admin Fee	$10.00		$210.00
4/2/2012	Chg (H)	Neighbor. Late Fee	$10.00		$200.00
4/2/2012	Chg (H)	Admin Fee	$10.00		$190.00
4/2/2012	Pay (H)	Credit Wrong Charge		($10.00)	$180.00
4/2/2012	Pay (H)	Credit Wrong Charge		($10.00)	$190.00
1/1/2012	Chg (H)	2012 Assessment	$200.00		$200.00
3/15/2011	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2011	Chg (H)	2011 Assessment	$200.00		$200.00
3/16/2010	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2010	Chg (H)	2010 Assessment	$200.00		$200.00
3/23/2009	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2009	Chg (H)	WildeWood 2009 Assmt	$200.00		$200.00
3/24/2008	Pay (H)	Lckbx Pmt		($200.00)	$0.00
1/1/2008	Chg (H)	2008 Association Fee	$200.00		$200.00
5/16/2007	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2007	Chg (H)	2007 HOA Dues	$200.00		$200.00
5/24/2006	Pay (H)	PAYMENT		($210.00)	$0.00
4/28/2006	Chg (H)	PAST DUE (LATE) FEE	$10.00		$210.00
1/1/2006	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00
2/28/2005	Pay (H)	PAYMENT		($200.00)	$0.00
1/1/2005	Chg (H)	MASTER ASSOCIATION	$200.00		$200.00

Exhibit 4

January 17, 2020

James and Sheryl Leonard
131 Running Fox Road
Columbia, SC 29223

WildeWood Sections I-IV Homeowners Association, Inc.
C/O CAMS
PO Box 290189
Columbia, SC 29229

Subject: Account Number: 24081138982

Attention: Whomever it May Concern

We have remitted to the HOA (C/O CAMS, Atlanta, GA) a payment in the amount of $325.00 for the HOA 2020 Operations Assessment. We have paid the HOA annual Operations Assessment since we moved to WildeWood in 1985.

We are not paying the $600.00 ($120.00 + $480.00) HOA Assessment (Value Retention) for a social membership in the WildeWood Country Club for the following reasons:

- We are not interested in joining the Country Club and should not be required to do so. This should be voluntary.
- We will not subsidize other people's memberships to play golf, tennis, etc.
- We will not pay any dues (assessments) to benefit investors in the purchase of a private country club.
- It should not be the HOA's responsibility to collect money from individual homeowners for the benefit of a private club, its investors and members which is outside its jurisdiction.
- The institution of this "assessment" by the HOA was not handled properly or ethically as less than 50% of the HOA membership voted on this issue. Each homeowner should have been sent a letter explaining the proposal in detail and a poll taken as to whether this was acceptable to the membership. Also, it was very deceptive to report to the State Newspaper, in an article, that a majority of the homeowners approved of this assessment.

We are and have been very supportive of the HOA for the last 35 years in its endeavors to maintain the quality appearance, beautification and security of Wildewood Sections I-IV. However, we will not support the HOA in its efforts to illegally require the homeowners to subsidize a privately-owned country club for the benefit of its investors and members.

Very truly yours,

James Leonard
James Leonard

Sheryl Leonard
Sheryl Leonard

Exhibit 5

PROXY-MUST BE NOTARIZED
SPECIAL MEETING
TUESDAY, NOVEMBER 27, 2018
7:00PM at The Wildewood Country Club

The undersigned property owner or co-owners represents that they are in good standing of the Wildewood Section I-IV homeowners Association entitled to vote at the November 27, 2018 special meeting of the Association. The undersigned hereby revokes all former proxies and powers of Attorney to vote at any and all prior meetings of the Association and appoints the designee indicated below to exercise as directed the entire vote of the undersigned on all matters in which the undersigned is entitled to vote. If not otherwise specified, all votes will be cast in accordance with the recommendations of the Board of Directors. *Notice: This proxy may be revoked by written request of the signatory to the WW I-IV HOA at any time prior to 7:00pm, November 27, 2018.*

The undersigned hereby appoints as their proxy
The Wildewood Section I-IV board of Directors
OR
Appoints the indicated designee as their proxy

____
(Print name of proxy designee)

To exercise the vote of the undersigned as directed below.

YES______ NO X

A yes vote indicates you approve the resolution below to add an annual social club membership to The Wildewood Country Club for each property owner.
A no vote indicates you do not approve the resolution below to add an annual social club membership to The Wildewood Country Club for each property owner.

OWNER OR CO-OWNER:
Name: JAMES A. LEONARD
(Print name of owner or co-owner)
Signature: [signature]
Property address: 131 RUNNING FOX ROAD Columbia, SC 29223
Date: 11-27-2018

Notary**
State of ______________

County of ______________

The foregoing instrument was acknowledged before me this ________________ (date)

By ____ (name of person acknowledged).

____
Signature of Person Taking Acknowledgement
Title or Rank: ______________________

Serial Number (if any): ____________ (Seal)

State of: South Carolina
County of: Richland
The forgoing document was acknowledged before me 27th day of November 2018
[signature]
Victoria Hopkins, Notary Public
My Commission Expires April 20, 2028

WildeWood Section I-IV Homeowners Association Resolution

As stated in Article III of the By-Laws of the WildeWood Section I-IV Homeowners Association, Inc., dated 1998 " The specific purpose for which the Association is formed to provide for maintenance, preservation, protection, and architectural control of the Lots and Common Area within the certain tract of property known as WildeWood Sections I, II, III, and IV, and to promote the common interests of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. "

Whereas, the WildeWood Country Club (part of The Members Club) is experiencing financial difficulty and is in fact up for sale and

Whereas, if the property is sold to a real estate developer or other party that closes the golf course this closing and redevelopment or no development would cause devaluation of the homes in Section I-IV and

Whereas, certain parties have agreed to purchase the WildeWood Country Club (part of the Members Club) and to maintain it as a golf, tennis and swim club for the WildeWood community and

Whereas, the purchasing parties need the financial and active support of the WildeWood Section I-IV Homeowners to close the transaction and purchase said club and

Whereas, the purchasing parties have offered to the WildeWood Section I-IV Homeowners a special membership for $480 per year that would be called "Pool and Social Membership" and

Whereas, in addition the purchasers have also agreed to build a playground within 18 months of the signing agreement and a splash pad within 24 months of the signing agreement and

Whereas, this offer of membership to financially support the WildeWood Country Club is to help preserve and protect the WildeWood Section I-IV Homeowners home values and quality of life in the community,

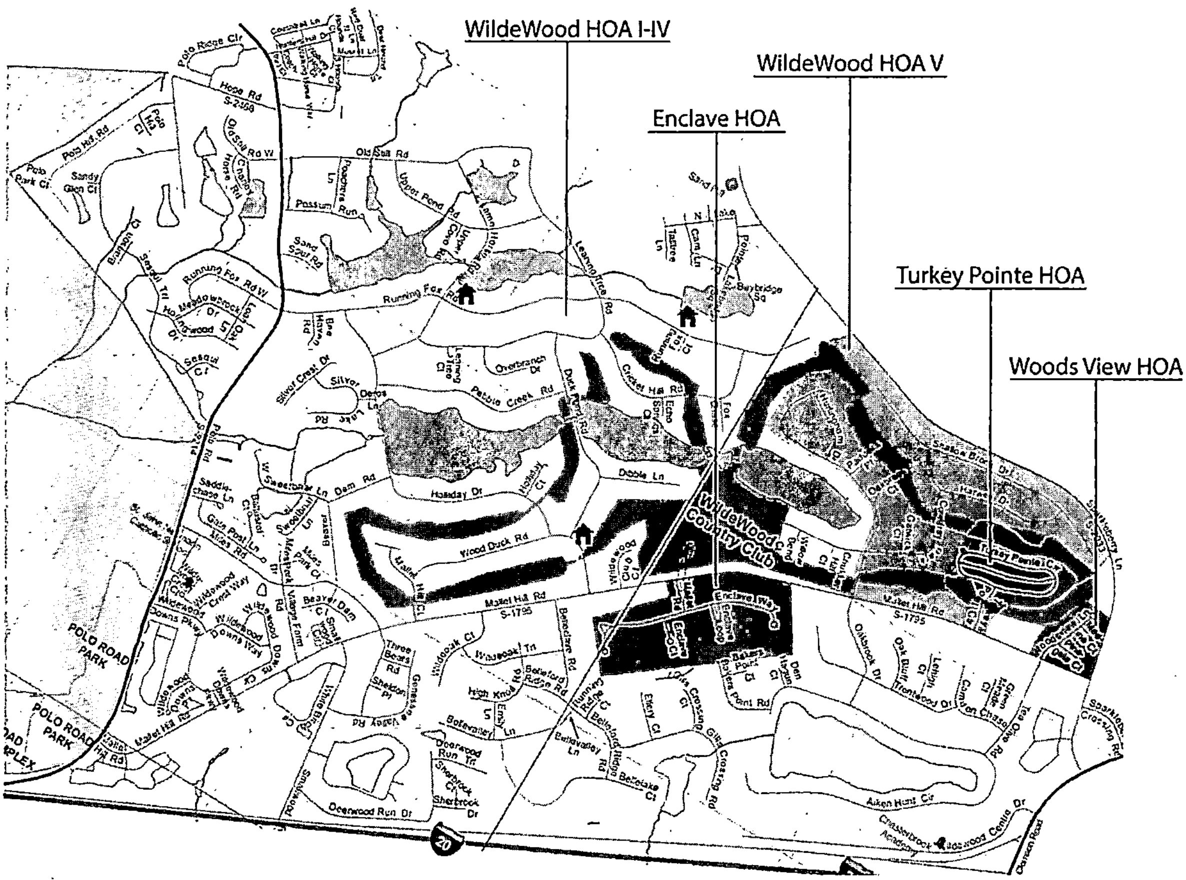
Be it now resolved that the WildeWood Section I-IV Homeowners Association by vote of a majority of its membership has accepted the offer of membership in the WildeWood Country Club beginning January 1, 2019 for each homeowner and that the annual membership dues of $480 will be added to the WildeWood Section I-IV Homeowners Association annual assessment bill for 2019 and annually hereafter.

This resolution is expressly conditioned on the golf course and related property being purchased by the Wildewood Investor Group. If this transaction does not take place, the Assessment increase will be considered withdrawn.

This resolution and amendment to the By-Laws was sent to all WildeWood Section I-IV Homeowners on November 12, 2018 to be approved by a majority of the votes as prescribed by the WildeWood Section I-IV Homeowners Associations By-Laws at a properly called meeting of the WildeWood Section I-IV Homeowners on November 27, 2018.

Wildewood I-IV HOA Board

Exhibit 6


WildeWood HOA I-IV
WildeWood HOA V
Enclave HOA
Turkey Pointe HOA
Woods View HOA
WildeWood Country Club
Running Fox Rd
Mallet Hill Rd
S-1795
Wood Duck Rd
Pebble Creek Rd
Old Stall Rd
Polo Ridge Cir
Hope Rd
S-2398
Polo Hill Rd
POLO ROAD PARK
Aiken Hunt Cir
Oakbrook Dr
Enclave Way
Beaver Dam Ct
Hobday Dr
Dibble Ln
Crickett Hill Rd
Silver Crest Dr
Dawson Road

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WILDEWOOD SUBDIVISION SECTIONS I, II, III AND IV

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made at Columbia, South Carolina this 23rd day of February 1998 by the Wildewood Sections I - IV Homeowners Association, Inc. (the "Association").

WHEREAS, by individual deeds the owner or developers of the real property known as Sections I, II, III and IV in the WildeWood Subdivision in Richland County, South Carolina, as described in "Exhibit A", attached hereto, imposed certain covenants, conditions, restrictions and easements of record as to each lot within Sections, I, II, III and IV in the WildeWood Subdivision; and

WHEREAS, said covenants, conditions and restrictions were assigned to the WildeWood Sections I - IV Homeowners Association, Inc. by Assignment dated January 19, 1998, recorded in the ROD Office for Richland County in Deed Book D1430 at page 21; and

WHEREAS, the Association desires to amend and restate all covenants, conditions, restrictions and easements previously imposed on each lot within Sections I, II, III and IV of the WildeWood Subdivision;

NOW, THEREFORE, in consideration of the mutual benefit to be derived from the covenants and restrictions herein set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that all lots within Sections I, II, III and IV of the WildeWood Subdivision are subject to the

Richland County ROD 03/26/1998 16:38:15:98 Book 00029-0828
1998009300 John G Norris Declaration of Coven
Fee: $18.00 County Tax: $0.00 State Tax: $0.00

1998009300

following covenants, conditions, restrictions and easements:

1. No structure shall be erected on any lot other than one single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of any property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family, except as otherwise provided.

2. No lot shall be subdivided or reduced in size without the written consent of the Association, provided, however, that a lot Owner may acquire an adjacent lot or lots, or a portion thereof, for the purpose of adding said lot or lots, or portion thereof to the lot or lots already owned or purchased. In such case, where less than a full lot is involved, the portion of said addition lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and shall be subject to these restrictions as one lot.

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design properly located in relationship to neighboring structures and adapted to the terrain of each lot, the Association retains full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot, shall have been submitted by Owner, in writing, to the Association or the Architectural Control Committee for approval. Such approval shall not be unreasonably withheld and shall be given or denied in writing within twenty (20) days of submission to the Association or the Architectural Control Committee, as the case may be.

4. The placement, design, type, color and lettering of any mailbox or delivery receptacles and its support must be approved by the Association or the Architectural Control Committee, together with property identification markers. Typical designs will be supplied upon request.

5. The building line on lots shall be variable and shall be determined by the Association, its successors and assigns. The setback line shall not depend on the setback of other lots in the subdivision or any block of the subdivision, any governmental regulations to the contrary notwithstanding. The building line on each lot shall not be closer than the number of feet specified in the deed from the developer to the side property lines, no closer than the number of feet specified in the deed from the developer to the street upon which each lot fronts and no closer than the number of feet specified in the deed

from the developer from the rear property line. During construction, the Owner, shall keep each lot and adjacent street area free of debris and soil erosion, and promptly repair any damage caused to curbs, gutters, storm drains, or pavement. No materials shall be left or stored upon the right-of-way of any streets or roads. Lot Owners or his/her contractors shall install silt screens wherever necessary to prevent erosion of soil or debris from any lot and lot Owners or building contractors shall provide a debris dumpster or container on each lot during the construction period.

6. A plot plan, showing the position of the house on the lot, must be presented to the Architectural Control Committee for approval before any clearing is done or trees removed from any lot.

7. A sketch plan, showing the front and rear elevations must be presented to the Architectural Control Committee for approval before house plan cans be submitted.

8. House plans and specifications must be approved by the Association or the Architectural Control Committee. An approved architect must have drawn the front elevation (off the lake) and both front and real elevations (on the lake or golf course).

9. All submissions for architectural approval shall be accompanied by a fee to be paid by the lot Owner in an amount to be set from time to time by the Association, its successors and assigns, or the Architectural Control Committee.

10. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, accept as specifically approved in writing by the Association or the Architectural Control Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

11. Neither the Association, its successors and assigns, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither the Association, its successors and assigns, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Association or the Architectural Control Committee for approval

agrees, by submission of such plans and specifications, and every Owner of any lot agrees, that he/she waives any and all rights to bring any action or suit against the Association, its successors and assigns, or any member of the Architectural Control Committee, to recover for any damages.

12. All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Association or the Architectural control Committee and shall be of a uniform quality.

13. Each lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach or threatened violation or breach, of any of the same, the Association its successors and Assigns, the Architectural Control Committee or any aggrieved lot Owner, jointly and severally, shall have the right to proceed in law or equity for the recovery of damages, or for injunctive relief, or both, and shall have the right to recover all costs of enforcement of these declarations and restrictions, including attorney fees.

14. No noxious or offensive activity shall be had or done upon any lot, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on any lot which could pollute the water of any lake, stream or pond.

15. No tent, shack, trailer, bus, camper, boat, recreational vehicle, motor home, manufactured housing, or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot; <u>provided, however</u>, that a camper, boat, recreational vehicle or motor home may be parked in an enclosed garage where such vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in the restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbors' house. No clothesline shall be allowed to be visible from any street or neighbors' house. All lots, properties and premises shall be kept clean at all times. If litter or other materials is found on any lot, the same shall be removed by the lot Owner, at his/her expense, within five (5) days of written request of the Association or the Architectural Control Committee.

16. Where no sewerage line is presently available, all sewage disposal shall be by septic tank, which the lot Owner shall keep in good condition and maintain in a manner satisfactory to, and meeting the approval of, the Department of Health and Environmental Control or its successors, until such time as a public sewerage system is provided to serve the premises. At such time as a sewer line is installed adjacent to any lot where improvements have been erected, the lot Owner shall cease using any septic tank and connect to the sewer within sixty (60) days.

17. Each lot is encumbered by an easement over the front and rear eight (8') feet and along each side line of each lot for a distance of eight (8') feet, for the purposes of utility installations, rights-of-way, bridle paths and the operation and maintenance thereof; and fifteen (15') feet over existing sewer lines for the maintenance thereof.

18. The Association reserves any water rights which the Association may have in any lake(s) or pond(s), anything to the contrary notwithstanding, shall not grant a property line closer than two (2') feet above the high water mark of any such lake or pond. If any lot borders within two (2') feet, as aforesaid, of any lake or pond, the lot Owner shall have as an easement appurtenant thereto with the right to cross said intervening two (2') foot strip for the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

(a) The use of said lake or pond, as aforesaid, shall be entirely at the risk of the lot Owners, his/her heirs and assigns and lot Owner's invites, and the Association shall not be responsible for the purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) Lot Owners may not construct any type of a dock, float, raft, or other projection of any kind from any lot Owner's property into, extended, or over said lake or pond.

(c) That the use of any lake shall be subject at all times to reasonable rules and regulations imposed by the Association, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations for swimming.

(d) Lot Owners' may not withdraw water from such lakes or ponds without written permission of the Association.

(e) The Association shall not be held responsible for any damages caused any lot

Owner by reason of the flooding of any lot through causes beyond the control of the Association. The Association similarly shall not be held responsible for damages by reason of breaks in the dam of such lake or pond causing the waters therein to subside.

19. The Association, if so authorized, or persons authorized by the Association may withdraw water from such lake or pond for the purpose of irrigating a golf course.

20. The Association may in the future become the owner of the intervening two (2') foot strip around any and all pond(s) or lake(s) and in such event shall have the right to convey said strip and a pro-rata interest in such pond(s) or lake(s) to the adjoining lot Owners, at the Association's option. At such time, said adjoining lot Owners will own a percentage of such lake(s) or pond(s) in proportion to the frontage on the pond(s) or lake(s) and will assume the same pro-rata share for the maintenance responsibility for said lake(s) and its dam.

21. If within a period of five (5) years from acquisition of title to a lot, a lot Owner offers the same for sale as an unimproved lot, the Association shall have the option to purchase the lot for the original purchase price paid plus property taxes paid by the lot Owner and plus ten (10) percent. No sale signs shall be placed on the lot without the express approval of the Association.

22. The lot Owner shall start construction within the number months specified in the deed from the developer and if construction has not commenced in earnest, then the Association has the right to repurchase the lot or lots at the original contract price. The construction start date shall be determined by the Association, its successors and assigns.

23. The Association shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets of the subdivision.

24. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections of the roads in the subdivision.

25. No lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writing by the Association or the Architectural Control Committee

26. No radio or television transmission or reception towers or antennae shall be erected

on any lot, unless cable television is not available to such lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof-ridge of any house will be permitted. In no event shall free-standing transmission or receiving towers be permitted. Satellite disc and the location thereof must be approved in writing by the Association or the Architectural Control Committee prior to any installation.

27. The Association, its successors and assigns has the right to relocate, open or close streets in the subdivision and to revise, the re-subdivide and change the size, shape, dimensions and locations of lots and streets, whether shown on a recorded plat, a promotional display or a lot layout plan, provided, however, that no lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such lot from the streets in the subdivision.

28. In the event the Association, its successors and assigns, shall establish security gates, fences, a security and/or protection system and/or security force for protection of the lot Owners and/or beautification areas at the entrances to the subdivision, each lot Owner shall, upon demand by the Association, pay the lot Owner's pro-rata share of the costs of installation, upkeep, maintenance, and repair of such gates, the lighting system, security system, landscaping and irrigation system and any security personnel or force protecting the subdivision. Each lot Owner's obligation for payment of such pro-rata shares shall be a continuing lien upon the property of all lot Owner's, subject only to the lien of a first mortgage and/or home equity loan thereon given to an institutional lender, said lien may be enforced by the Association, its successors and assigns, in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina. The Association shall have the right to foreclose such lien and to recover all costs and expenses associated therewith and for collection of the amounts due, including including attorney fees and costs. The Association, its successors and assigns, shall have the right, but not the obligation, to file notice of such lien in the Office of the Register of Mesne Conveyances for Richland County, South Carolina.

29. Each lot Owner or the Owners collectively of each lot shall be a member of the Association. Upon sale or other transfer of ownership or title to any lot, the membership in the Association shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership in proportion thereto. The provisions hereof shall be mandatory. No Owner of any interest in any lot shall have the right or power to disclaim, terminate or withdraw from membership in the Association or any of the obligations thereof. All lot Owner's shall, upon demand, pay Owner's pro-rata share of any costs and assessments levied by the

Association in its sole discretion. Further, lot Owners further shall abide by all of the requirements of the charter, by-laws and rules and regulations of the Association presently existing and hereafter adopted. Lot Owners shall pay to the Association such lot Owner's pro-rata share or all costs and expenses of the Association. Owner's obligation for payment of such pro-rata share shall be a continuing lien upon the property of all lot Owners, subject only to the lien of a first mortgage and/or home equity loan thereon given to an institutional lender, said lien may be enforced by the Association, its successors or assigns, in all respect as though secured by a recorded mortgage as provided by the laws of the State of South Carolina. The Association shall have the right to foreclose such lien and to recover all costs and expenses associated therewith and for collection of the amounts due, including attorney fees and costs. The Association, its successors and assigns, shall have the right, but not the obligation, to file notice of such lien in the Office of the Register of Mesne Conveyances for Richland County, South Carolina.

30. No tree with a diameter of eight inches (8") or more, no dogwood tree with a diameter of three inches (3") or more, three feet (3') above ground level, shall be dug up, severely pruned or removed from any lot without prior written approval of the Association or the Architectural Control Committee. In the event of a violation of this paragraph, the lot Owner shall promptly replace such tree with a tree of equal size and value, or be subject to imposition of a fine by the Association, its successors and assigns, or the Architectural Control Committee, which fine shall constitute a lien upon the lot and enforceable as other liens described herein.

31. If any sentence, clause or paragraph of this Declaration shall be found by a court of competent jurisdiction to be invalid or unenforceable it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph hereof.

32. The Association hereby reserves unto itself, its successors and assigns, all rights set forth herein, and lot Owners shall be bound hereby, which obligations shall run with the title to the property and be binding upon all lot Owners' heirs, successors and assigns.

33. This Declaration and the restrictions imposed thereby shall be appurtenant to and run with the land and shall be binding on all lot Owners, parties, persons, firms or corporations claiming hereunder for a period of ten (10) years. Thereafter, such covenants, conditions and restrictions shall be automatically extended and renewed for successive like periods of ten (10) years each unless changed in whole or in part by written instrument of the Association as provided in its By-Laws. This Declaration, however, shall be construed to be for the benefit of the Association, its

successors and assigns, which reserves the right to alter, amend, release, or assign, in the sole discretion of the Association.

34. In the event of a violation or attempted violation of any of the Declarations and the restrictions imposed thereby, the Association, its successors and assigns or any lot Owner, shall have the right to abatement, injunctive relief and the right to enforce compliance by injunction or any other appropriate remedy without liability or damages and to recover costs and attorney's fees for such abatement or enforcement.

35. Any reference in this instrument to the singular shall include the plural and vice versa.

36. Any reference to one gender shall involve the other, including the neuter.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the day first above written.

Signed, sealed and delivered
in the presence of:

Karyn Jenkins

____

Karyn Jenkins

____

WildeWood Sections I - IV Homeowners Association, Inc

By: Douglas Bridges (SEAL)
Douglas Bridges
Its: President

By: Jim Petty (SEAL)
Jim Petty
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that s/he saw the within named Association by its duly authorized officers, sign, seal and as the act and deed of the Association, deliver the within DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and that s/he with the other subscribing witness hereto witnessed the execution thereof.

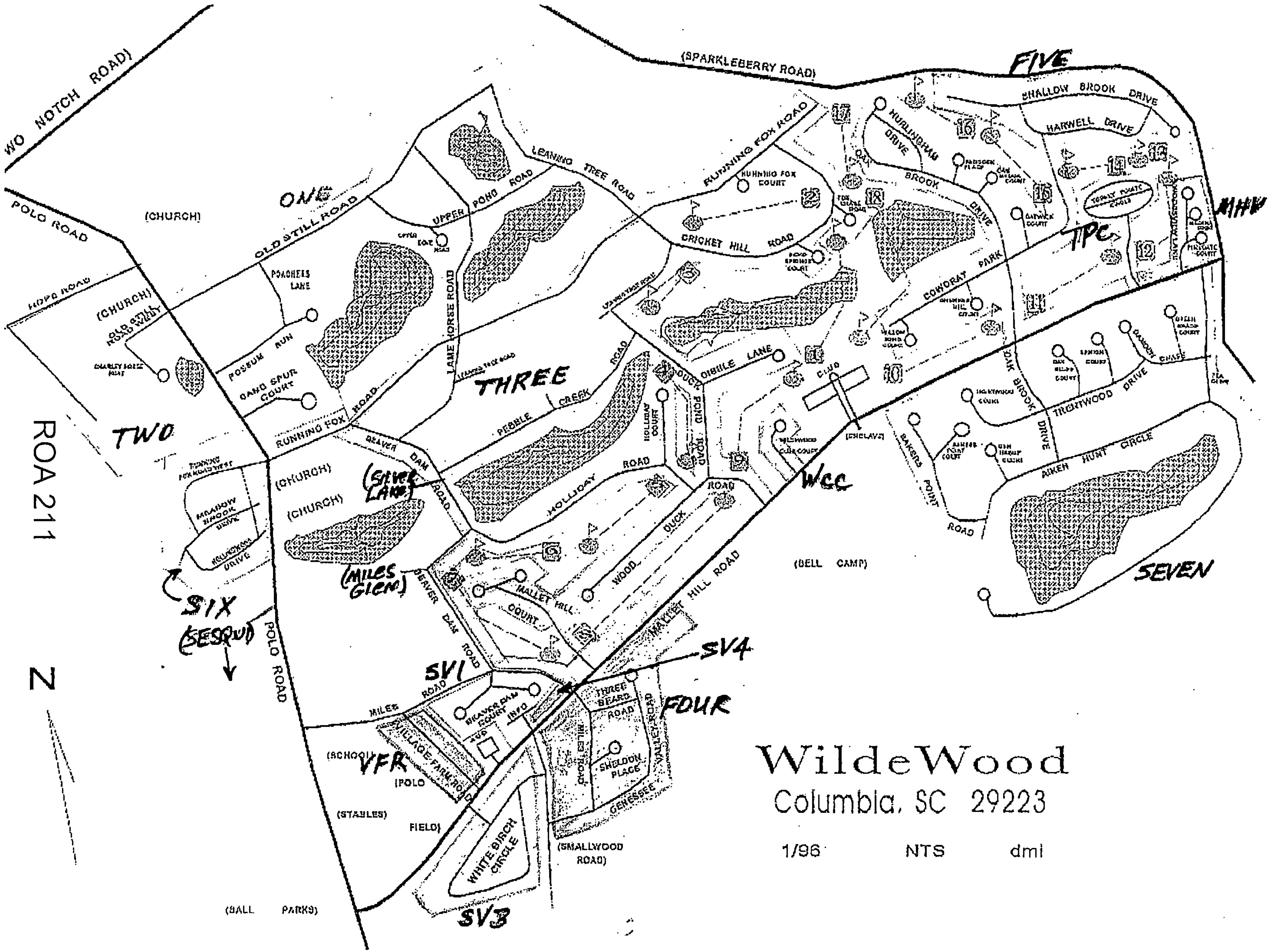
SWORN to and subscribed before
me this 23 day of Feb, 1998

____
Notary Public for South Carolina
My Commission Expires: 4-16-2006

Karyn Jenkins

E:\000548\00006\WildeWood.declaration

EXHIBIT A


WildeWood
Columbia, SC 29223
1/96
NTS
dml
WO NOTCH ROAD)
(SPARKLEBERRY ROAD)
POLO ROAD
(CHURCH)
OLD STILL ROAD
POACHERS LANE
POSSUM RUN
GANG SPUR COURT
RUNNING FOX ROAD
UPPER POND ROAD
LEANING TREE ROAD
LAME HORSE ROAD
RUNNING FOX COURT
CRICKET HILL ROAD
PEBBLE CREEK ROAD
BEAVER DAM ROAD
HOLLIDAY ROAD
HOLLIDAY COURT
DUCK POND ROAD
DIBBLE LANE
CLUB
(ENCLAVE)
DUCK WOOD
MALLET HILL COURT
MALLET HILL ROAD
HURLINGHAM DRIVE
OAK BROOK DRIVE
COWDRAY PARK
SHALLOW BROOK DRIVE
HARWELL DRIVE
WOODSVIEW LANE
TRENTWOOD DRIVE
AIKEN HUNT CIRCLE
BAKERS POINT ROAD
(BELL CAMP)
MEADOW BROOK DRIVE
MILES ROAD
VILLAGE FARM ROAD
THREE BEARS ROAD
VALLEY ROAD
SHELDON PLACE
GENESSEE
(SMALLWOOD ROAD)
WHITE BIRCH CIRCLE
(SCHOOL)
(POLO FIELD)
(STABLES)
(BALL PARKS)
ONE
TWO
THREE
FOUR
FIVE
SIX
(SESQUI)
SEVEN
MHW
TPC
WCC
SV1
SV3
SV4
VFR
(SILVER LAKE)
(MILES GLEN)

ROA 211

N

STATE OF SOUTH CAROLINA	)	**WILDEWOOD PROPERTY VALUES**
	)	**PRESERVATION AND CLUB**
COUNTY OF RICHLAND	)	**PARTICIPATION AGREEMENT**
______________________________	)	

THIS AGREEMENT is by and between WildeWood Section I-IV Homeowners Association, WildeWood Section V Homeowners Association, The Enclave Community Association, Inc. Turkey Point Homeowners Association, and Mallet Hill Village Homeowners Association, (which shall be collectively hereinafter referred to as the "Associations"), and the WildeWood Community Partners Group, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "WCPG").

WHEREAS the Associations are homeowners associations located in and around the WildeWood subdivision and WildeWood Club, located in Richland County South Carolina. The WildeWood Club shall be defined as the real property, personal property, machinery, swimming pool, buildings, fixtures, supplies, and other assets as set forth in Exhibit A to this Agreement and made part of this Agreement by reference therein. Such assets as defined in Exhibit A shall be collectively referred to herein as the "WildeWood Club"; and

WHEREAS, the Members Club who owned at WoodCreek and WildeWood ("TMC") dissolved placing the WildeWood Club assets in risk of being sold a third party intending to develop the golf course for residential, multifamily or commercial use, that the result would be a substantial loss in existing property values to the residential homes and properties in the Associations and a negative change in the character of the neighborhood; and

WHEREAS, WCPG was formed by a group of WildeWood home owners for the purpose, among other things, to purchase the WildeWood Club property so that it may be maintained and operated as a private or semi-private golf course, pool, tennis club, park, community center and amenity for the Club Members and the Associations' Members including a deed restriction limiting the use of the property to the operation of a golf, tennis and swim club; and

WHEREAS the Wildewood Club assets formerly owned by the Members Club at WoodCreek and WildeWood ("TMC") have been purchased by WCPG and that purchase was completed in part based upon the previous representations of the Associations that they would fulfil the terms found in this Agreement; and

WHEREAS the only viable way that WCPG can operate the Club in a manner that would keep the golf course and Club functioning is by and with the reasonable financial support of the Associations and their Members, the WCPG has requested of the Associations that they enter into this Agreement to support the Club through reasonable mandatory annual assessments and/or dues, in return and consideration for a commitment to operate the Club as described herein, restrict the future property uses as prescribed herein, and provide

Social Memberships to Association Members, permitting limited use of the Club amenities as further described in this Agreement; and

WHEREAS along with the deed restriction preserving the Club as an important amenity of the Associations and the protection of the property values of homes in the Associations, each Member of the Association will receive a Social Membership in the Club, which will include access to amenities such as the pool, grounds, facilities, events and clubhouse, which the Associations do not currently enjoy; and

WHEREAS the Associations, having determined that they each have the lawful authority under their By-Laws to enter into this Agreement, and having such action approved by a majority vote of a quorum of the Members of each Association, in accordance with each individual Association's governing documents; and

In consideration for the mutual promises as set forth below, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by the Parties hereto, the Associations and WCPG covenant and agree as follows:

<u>OBLIGATIONS OF THE ASSOCIATIONS TO WCPG</u>

1. The Associations hereby agree, upon the terms, covenants and conditions set forth herein that in the event that the WCPG is successful in bidding on and purchasing the WildeWood Club property, the Associations will assess their individual Members, either through regular dues or through or a special assessment on an annual basis, Four Hundred and Eighty Dollars ($480.00) per Member per year, for the deed restriction as described herein, as well as for Social Memberships in the Club, and all the rights and benefits included therein. Such Assessment shall be mandatory for all Members of the Associations and subject to all the powers of collection as provided for in the governing documents of the Associations. Exhibit B to this Agreement sets forth each Association and the number of Members and shall become part of this Agreement by reference. Exhibit B may be altered to add or reduce Members to reflect current Members in good standing in each Association.

2. Only such portions of the Assessments that are actually collected by Associations shall be remitted to WCPG, as follows:

   a. The amount of the Assessment ($480.00 per year) shall remain the same from the inception of this Agreement until 2023, except as follows in Paragraph 3 of this Agreement.

   b. Payments to the WCPG shall be made annually and no later than March 31st of each calendar year. Any assessments paid or collected after March 31st will be submitted to the WCPG on a monthly basis.

3. The Associations agree that the Assessment hereunder shall be subject to an increase under the following conditions:

   a. On or after January 1^{st} of **2023**, WCPG may impose an increase of the Assessment to match the Consumer Price Index published by the United State Department of Labor.

4. The Associations agree to use ordinary and customary efforts to collect the Assessments from its Members as they do with their annual dues, including but not limited to reasonable legal actions and liens, provided that that such actions are authorized under their governing documents.

5. The initial term of this Agreement shall commence on the date that WCPG closes on the purchase of the Club property and shall terminate on January 1, 2045 (the "Term") and may be extended beyond this term by written agreement of the parties.

OBLIGATIONS OF WCPG

6. WCPG intends to purchase the entirety of the WildeWood Club property from the existing owner. If this purchase is not finalized, the Associations shall have no obligations under this Agreement.

7. WCPG agrees that upon acquisition of the Club, it shall take reasonable steps to operate the property as a private or semi-private club, and will not seek to develop, re-zone, subdivide or market the property for any other commercial purpose other than the conservation easement under Paragraph 8.

8. WCPG shall cause to be filed in the Richland County Register of Deeds this Agreement and such deed restrictions on the Real Property as set forth in Exhibit C of this Agreement. Such deed restrictions shall remain during the term of this Agreement and any subsequent renewal periods. WCPG reserves the right to modify or amend the terms of any deed restriction only as follows:

   a. for the purpose of seeking a Conservation Easement, or

   b. if the Associations fail to meet their payment obligations as set forth in Paragraph 2(a) of this Agreement; or

   c. if the operation of the Club shall no longer be economically viable as described in Paragraph 30 herein.

9. Throughout the term of this Agreement, WCPG (or the legal entity formed for the purpose of maintaining and operating WildeWood Club) shall pay all charges for all costs of running the Club including but not limited to all utilities, equipment,

supplies, fixtures, salaries, contracts, agreements, air conditioning, heat, water, sewer, garbage collection, waste disposal, janitorial service, grounds-keeping, security, gas, electricity, light, telephone, cable, computer or any other communications, information technology or utility service used on, provided for, or supplied to the Club.

10. WCPG (or the legal entity formed for the purpose of maintaining and operating WildeWood Club) shall promptly pay all taxes and assessments of every kind or nature which may be imposed or assessed upon the Club by federal, state, or local government authority.

11. WCPG (or the legal entity formed for the purpose of maintaining and operating WildeWood Club) shall maintain and pay all premiums for fire and hazard insurance on the Club, WCPG shall, at all times, maintain adequate insurance customarily carried on businesses such as that to be conducted by WCPG.

12. WCPG (or the legal entity formed for the purpose of maintaining and operating WildeWood Club) shall, at its own expense, keep the Club in good repair and shall make reasonable and necessary capital improvements to the amenities, buildings and real property. The Club shall be operated as a private or semi-private golf, tennis and swim club, for the benefit of its Club Members and Members in good standing of the Associations.

13. In addition to the support of property values and maintaining the character and quality of the WildeWood Neighborhood each Member of the Associations shall be entitled to a Social Membership in the Club. The terms of the Social Membership shall be published to the Members of the Associations, and shall include, at a minimum, the following rights and benefits, subject to the rules and regulations published by the Club:

    a. Full use of the Club pool and future constructed amenities (access to golf and tennis amenities shall be according to the terms of Subparagraphs (d) and (e)) by the Members of the Association and their families during regular posted operating hours.

    b. Use of the Club pool and future constructed amenities (access to golf and tennis amenities shall be according to the terms of Subparagraphs (d) and (e)) by registered guests of the Members of the Association, provided a Member is present with the guest, and subject to such reasonable restrictions as may be imposed by the WCPG for guest privileges.

    c. Use of the Club clubhouse and any future constructed restaurants for dining, subject to reasonable restrictions and availability.

d. Access to six (6) rounds of golf at per year, further limited to no more than one (1) round in any given month, Monday through Thursday, (excluding holidays and special event days) for a published unaccompanied guest rate. Such use shall be subordinate to use by full Members of the Club.

e. Similar access to tennis facilities six (6) one-hour sessions per year, subject to availability and Club Members use/priority.

f. Walking privileges on paved cart paths (excluding fairways, greens or other active golf play areas) before 8:00 a.m. and after 8:00 p.m., subject to reasonable restrictions for maintenance, special events, or other necessary restrictions, with the understanding that golfers shall at all times have priority over walkers, and that walking on the golf course shall be at the walkers' own risk of injury due to falls, course conditions, natural hazards, golf cart traffic, flying golf balls, or any attendant uses.

g. Access to Club events such as summer camps, swim team and other athletic and social events. Such access shall be subject to availability and may be subordinate to participation by full Club Members.

14. If the WCPG (or the legal entity formed for the purpose of maintaining and operating WildeWood Club) is unable to obtain and maintain at least 250 full dues paying Members of the WildeWood Club within one (1) year of executing this Agreement, the WCPG reserves the right at its sole discretion to curtail use of the Club facilities, close Club facilities, or convert Club facilities to green space. If it becomes necessary to close the Club for any reason other than normal and planned closures for maintenance, holidays, or scheduled events, the Associations Members shall be entitled to a prorated reduction in the Annual Assessment.

<u>FINANCIAL REPORTING RESPONSIBILITIES OF WCPG</u>

15. WCPG shall provide Associations yearly financial and operating reviews describing the status of the Club. Such Financial reviews shall be the same financial statements that are provided to the Members of the WCPG.

16. WCPG shall make a Club status report at the annual meeting of the Associations, if requested.

<u>FINANCIAL REPORTING RESPONSIBILITIES OF ASSOCIATIONS</u>

17. By February 15th of each year, the Associations shall provide to WCPG an accounting of all individual Members and their payment of the Assessments.

18. Associations shall update WCPG as to current collection efforts being made for any delinquent Members.

OBLIGATION OF ASSOCIATIONS TO EACH OTHER

19. Authority

a. Each Association warrants and represents to the others that they have taken all steps necessary under their Covenants, Restrictions, Bylaws or any other governing documents to enter into this Agreement and that this Agreement shall represent a binding agreement upon the Association.

b. Each Association warrants and represents that the assessments and/or annual dues pledged hereunder have been subject to a vote of the Members of the Association and that a sufficient number of Members of the Association to satisfy the terms of the Association's Governing Documents, if necessary, have voted in favor of the assessment and/or annual dues increase necessary to meet its obligations hereunder.

c. Each Association warrants and represents that the assessments and/or annual dues pledged hereunder are legal and binding obligations of the Members of the Associations payable annually and subject to all methods of collection authorized under its governing documents.

d. The agent and/or representative who has executed this Agreement has the authority to bind the Association to the terms and conditions of this Agreement.

20. Enforcement

a. The Associations hereby warrant and represent that each of the Associations are third-party beneficiaries of the obligations and representatives made by the Associations to WCPG hereunder. However, no individual member of the Associations shall be intended to be a third-party beneficiary to the obligations between the Associations.

b. The Associations agree that a default by any Association hereunder will substantially affect the rights and obligations of the other Associations.

c. The Associations agree that in the event of default by any individual Association, the other Associations have the right to seek legal recourse to enforce the obligations of the other Associations under this Agreement. The Associations agree that the non-defaulting Associations are entitled to specific performance of the terms of this Agreement against the defaulting Association.

21. Miscellaneous

a. The Associations will form an Advisory Committee for the purposes of interacting with the Club management.

b. WCPG agrees to have four (4) social events each year for the Members of the Associations.

c. Within eighteen (18) months of purchasing the Club, WCPG (or the legal entity formed for the purpose of maintaining and operating WildeWood Club) agrees to construct a splash pad and family playground. The location, size and scope of these amenities shall be subject to the discretion of WCPG, after consultation with the Advisory Committee.

d. The Associations shall have the use of the Clubhouse for no charge for monthly and yearly HOA meetings, subject to reasonable rules regarding scheduling and use for other events such as Club social events or paid rental use.

22. <u>No Assignment or Transfer Without Written Consent</u>

The parties to this Agreement hereby agree that this Agreement is only between the Associations and the WCPG, and may not be assigned or transferred without the written consent of all parties to this Agreement.

23. <u>Termination of the Agreement</u>

This Agreement may be terminated only for a material breach if such terms and conditions of the Agreement as set forth herein, and only after written notice by the terminating party and a 90-day period of time to cure any default.

24. <u>Default by Associations</u>

The occurrence of any of the following events shall constitute a default of Associations and a material breach of this Agreement:

a. Failure of Associations to make any payments equivalent to at least 85% of the total membership of all the Associations combined, as herein required when due, for a period of more than ninety (90) days after delivery by WCPG of a written notice to the Associations.

b. A finding by a court of competent jurisdiction that the Associations do not have the legal authority to enter into this Agreement, or that the covenants and restrictions which govern the Members of the Association have been violated by the Association in the execution of this Agreement and such finding is not cured by the Association for a period of six (6) months.

25. <u>Actions upon Default by Associations</u>

a. If one or more of the Associations shall be in default of this Agreement, WCPG shall give written notice to the defaulting Association within ten (10) business days of the default. The written notice shall include the nature of the default, and it shall give the Association ninety (90) days in which to cure the default. If the Association shall fail to cure the default in such time, then WCPG shall be entitled to take such action as provided for in Paragraph 25 (c).

b. WCPG shall send a copy of any notice of default of an Association to all other Associations who are party to this Agreement.

c. If an event of default shall remain uncured, WCPG shall have the right to the following actions:

    i. File an action in law or equity to collect the dues owed hereunder.

    ii. Sell the Club, subject to the Associations' right of first refusal hereunder, as described in Paragraph 30 of this Agreement.

    iii. Remove or modify the deed restrictions.

    iv. Exclude any delinquent Member of any Association from use of Club facilities and amenities, and withhold or terminate all rights under the Social Memberships.

    v. Curtail operating hours of the Club, or close it.

26. <u>Default of WCPG</u>

If WCPG shall default in any of its obligations under this Agreement at any time during the term thereof, Associations may give written notice to WCPG of its intention to terminate the Agreement together with a statement of the nature of such default, and such termination shall become effective ninety (90) days after the date of such notice unless such default shall be cured within ninety (90) days after such notice or, if the default is of such a nature that it cannot be cured within such period, the necessary steps to cure such default are duly commenced within such period and are thereafter promptly and diligently pursued. The parties agree that Associations may be entitled to specific performance of the terms of this Agreement.

Provided that the Associations are not in default under the terms of this Agreement, the deed restrictions shall remain in place despite any default or failure of WCPG under this Agreement.

27. <u>Condemnation</u>

If any portion of the Club shall be taken or condemned by any competent authority for any public or quasi-public use or purpose so as to render the remaining portion of said Club unsuited for a golf course and club (even though the entire Club be not so taken or condemned), WCPG shall have the right to terminate this Agreement at any time thereafter.

28. Additional Representations and Warranties of Association

Associations hereby warrant, represent and covenant the following:

a. Organization in Good Standing

Each Association is a South Carolina Corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina and has full power to carry on its business and to own and operate its properties and assets as presently owned and operated. Each Association has taken all action necessary to approve and authorize the execution of this Agreement, and to consummate the transaction contemplated hereby. When executed and delivered, the provisions of this Agreement shall constitute valid and binding obligations of the Associations enforceable in accordance with its terms and conditions (except as enforcement may be limited by applicable bankruptcy or similar laws effecting creditors' rights generally any by principles of equity). Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance with all of the terms and conditions hereof, will result in the breach by Associations of any of the terms, conditions or provisions of any trust, order, judgment, law, or other contract, agreement or instrument to which Associations are a party or by which they are bound, or constitute a default of such indenture, mortgage, deed of trust, order, judgment, law, or other contract, agreement or instrument.

b. Consents

Associations do not require the consent of any third party in connection with this Agreement other than its Members, which has already been obtained as referred to previously.

c. Amendments to Governing Documents

In the event of a finding by a court of competent jurisdiction that the Associations do not have the proper authority to enter into this Agreement, or that the covenants and restrictions which govern the Members of the Association have been violated by the Association in the execution of this Agreement, Association will take all step necessary to amend its governing documents to remedy any such deficiency found by the Courts including amending its governing documents by way of vote of its Members or other necessary means.

29. Representations and warranties of WCPG

WCPG hereby represents, warrants and covenants the following:

a. Organization in Good Standing

WCPG is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and has full power to carry on its business and to own and operate its property and assets as presently owned and operated. WCPG has taken all action necessary to approve and authorize the execution of this Agreement and to consummate the transactions contemplated hereby. When executed and delivered, this Agreement shall constitute a valid and binding obligation of WCPG, enforceable in accordance with its terms and conditions (except as enforcement may be limited by applicable bankruptcy, insolvency or similar laws effecting creditors rights generally and by principles of equity). Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with all of the terms and conditions hereof, will result in the breach by WCPG of any of the terms, conditions or provisions of any trust, order, judgment, law or other contract, agreement or instrument to which WCPG is a party or by which it is bound, or constitute a default of such indenture, mortgage, deed or trust, order, judgment, law or other contract, agreement or instrument.

30. Economic Viability of the Club

In the event that the Club shall no longer become economically viable, WCPG may terminate this Agreement and remove the Deed restriction on the Club. The Club shall be deemed no longer economically viable only when all of the following conditions are met:

a. The Club is not able to meet its obligations for the general operation of the Club for two consecutive years.

b. WCPG has not made any interest or principal payments to its members in two consecutive years;

c. WCPG has attempted and failed to raise capital from the Club Members, the Members of WCPG and the Associations;

d. WCPG has given notice to the Associations at least 90 days in advance of announcing the economic failure of the Club.

31. Consents of Third Parties

WCPG does not require the consent of any third party in connection with this Agreement of said Club as herein intended and executed.

a. To the best of WCPG's knowledge, there are no judicial or administrative actions or proceedings pending or threatened that question the validity of this Agreement or any transaction contemplated hereby.

b. In the event of any litigation, claim or counterclaim against any Association by any of its Members, challenging any portion of this Agreement or the authority of the Association to enter into this Agreement, WCPG agrees to defend the Association, and indemnify and hold harmless the Associations, its Members and Boards, from any judgments, attorney's fees, litigation costs or defense costs incurred in defending or asserting the validity of the Agreement.

32. Right of First Refusal before Sale or Rezoning of the Club

In that WCPG intends to sell, assign or rezone any portion of Club, such being done in accordance with the terms of this Agreement, WCPG shall first offer to the Associations (or such master association as may be later formed) the right of first refusal to bid on the Club or portion thereof be sold or rezoned. Associations shall have ninety (90) days to respond to such offer. If the Associations fail to respond to the offer, the following shall apply:

a. For an initial period of one (1) year (the Initial Sale Period) WCPG agrees to market the Club and its assets to operate exclusively as a private or semi-private golf course and Club.

b. WCPG is unable to procure a purchaser for the Club willing to operate it as a private or semi-private golf course and club during the Initial Sale Period, then WCPG may remove the deed restriction and sell the property.

c. The Associations, or such third party or Master Association as the Associations shall mutually designate shall have the right of first refusal for any offer made on the Club or its assets. Upon receiving an offer for sale, that it intends to accept, WCPG shall notify Associations, or such third party or Master Association as the Associations shall mutually designate of the proposed sale. Associations, or such third party or Master Association as the Associations shall mutually designate shall have ninety (90) days in which to agree to enter into an agreement for purchase of the Club under the same terms. It is the intention of the parties that the Associations' right of first refusal shall survive the termination of this Agreement.

33. Binding Effect

This Agreement shall inure to the benefit of the heirs, successors, representatives and permitted assigns of the parties hereto, and said Agreement shall bind the heirs, successors, representatives and assigns of the parties hereto.

34. Reference to Gender and Number Terms

Whenever the context requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

35. Days Defined

Any reference in this Agreement to a number of days shall mean calendar days, unless otherwise expressly provided.

36. Attorney's Fees

If any action at law or in equity shall be brought to recover any assessments due under this Agreement, or to remedy any breach of this Agreement, or to enforce any of the covenants, terms or conditions of this Agreement, then the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees as part of the prevailing party's costs, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

37. Headings

The paragraph headings which appear in this Agreement are intended for convenience or reference only and do not constitute legally binding provisions of this Agreement.

38. Modifications

This Agreement can only be modified by a written agreement duly executed in writing by authorized representatives of all the parties hereto. Moreover, in order to avoid uncertainty, ambiguity or misunderstanding, the parties hereto covenant and agree not to enter into any oral agreement or understanding inconsistent or conflicting with this Agreement. The parties hereto further covenant and agree that any oral communication allegedly or purportedly constituting such an Agreement or understanding shall be absolutely null, void and without effect.

39. Waiver

Any waiver by either party of any breach, remedy, covenant, term or condition hereof shall be effective only if in writing, and such writing shall not be deemed to constitute or authorize the waiver of any other breach, remedy covenant, term or condition of this Agreement.

40. Relationship of the Parties

The Associations and the WCPG are independent legal entities and nothing herein shall be deemed to create any employment, partnership, joint venture or agency relationship between the parties. No party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision, nor shall either party be entitled to enter into any legally binding obligation or contract on behalf of the other party.

41. Third Parties

Other than as specifically provided in this Agreement, the provisions of this Agreement are not intended to be for the benefit of any third party, and no third party shall be deemed to have any privity of contract regarding either of the parties hereto by virtue of this Agreement.

42. Time is of the Essence

The parties acknowledge and agree that time is of the essence in the performance of this Agreement.

43. Severability

If any provision or provisions of this Agreement shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction or a government agency, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or invalidated thereby.

44. Governing Law

The interpretation and enforcement of all provisions of this Agreement shall at all times and in all respects be governed by the laws of the State of South Carolina and the United States of America.

45. Venue and Jurisdiction

The parties hereto understand and agree that any litigation, action or proceeding arising out of or relating to this Agreement shall be venued in a state or federal court in the County of Richland, State of South Carolina, and irrevocably consent to the jurisdiction of said court in any such litigation, action or proceeding. For all purposes of this Agreement, the parties hereto further agree that service of process upon the parties hereto may be affected pursuant to the United States mail.

46. DISPUTE RESOLUTION

THE PARTIES AGREE THAT ANY DISPUTES BETWEEN THE PARTIES TO THIS AGREEMENT SHALL BE SUBMITTED TO MEDIATION AND/OR NON-BINDING ARBITRATION, PRIOR TO RESORTING TO A LAWSUIT, AND THAT THIS TERM IS MATERIAL TO THIS AGREEMENT AND HAS BEEN READ AND UNDERSTOOD BY THE PARTIES.

__________ (Initials of Representative of Associations)

__________(Initials of Representative of WCPG)

47. No Inference Against Author

No provision of this Agreement shall be interpreted or construed against any party to this Agreement because such party or its legal representative participated in the drafting of said provision.

48. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or representations between the parties with respect hereto.

49. Recordation

This Agreement or a memorandum thereof may be recorded by either party. The parties agree to execute for recording purposes any such memorandum.

50. Notices

Any notice, request, approval, consent, demand or other communication in connection with this Agreement shall be effective upon the first to occur of the following: (i) upon receipt by the party to whom such notice, request, approval, consent, demand or other communication is being given; or (ii) Five (5) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

Associations: WildeWood Section I-IV:______________________

WildeWood Section V:______________________

The Enclave:______________________

Turkey Point P.O. Box 25761 Columbia, SC 29224

46. DISPUTE RESOLUTION

THE PARTIES AGREE THAT ANY DISPUTES BETWEEN THE PARTIES TO THIS AGREEMENT SHALL BE SUBMITTED TO MEDIATION AND/OR NON-BINDING ARBITRATION, PRIOR TO RESORTING TO A LAWSUIT, AND THAT THIS TERM IS MATERIAL TO THIS AGREEMENT AND HAS BEEN READ AND UNDERSTOOD BY THE PARTIES.

RBJ ________ (Initials of Representative of Associations)

________ (Initials of Representative of WCPG)

47. No Inference Against Author

No provision of this Agreement shall be interpreted or construed against any party to this Agreement because such party or its legal representative participated in the drafting of said provision.

48. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or representations between the parties with respect hereto.

49. Recordation

This Agreement or a memorandum thereof may be recorded by either party. The parties agree to execute for recording purposes any such memorandum.

50. Notices

Any notice, request, approval, consent, demand or other communication in connection with this Agreement shall be effective upon the first to occur of the following: (i) upon receipt by the party to whom such notice, request, approval, consent, demand or other communication is being given; or (ii) Five (5) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

Associations: WildeWood Section I-IV: ________

WildeWood Section V: P.O. Box 25666 Columbia, SC 29224

The Enclave: ________

Turkey Point PO Box 25761 Columbia SC 29224

Mallet Hill Village ________________________________

WCPG: Attention: Stephen A. Francis

The parties hereto may change their respective addresses by notice in writing given to the other party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on September 25, 2019, as evidenced by their legal signatures below:

ASSOCIATIONS

________________________________ By: ________________________________
WildeWood Section I-IV Homeowners Association (Witness)
By: Thomas J. Livoti
Its: Vice President

________________________________ By: ________________________________
WildeWood Section V Homeowners Association (Witness)
By: R. Brooks Jones
Its: President

________________________________ By: ________________________________
The Enclave Community Association, Inc (Witness)
By: John R Greenlee
Its: President

________________________________ By: ________________________________
Turkey Point Homeowners Association (Witness)
By:
Its:

________________________________ By: ________________________________
Mallet Hill Village Homeowners Association (Witness)

By:
Its:

WCPG

______________________________ By: ______________________________
WildeWood Community Partners Group, LLC (Witness)
By: Stephen A Francis
Its: President

Mallet Hill Village ______________________________

WCPG: Attention: ______________________________

The parties hereto may change their respective addresses by notice in writing given to the other party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on October 1, 2019, as evidenced by their legal signatures below:

ASSOCIATIONS

______________________________ By: ______________________________
WildeWood Section I-IV Homeowners Association (Witness)
By:

______________________________ By: ______________________________
WildeWood Section V Homeowners Association (Witness)
By:
Its:

______________________________ By: ______________________________
The Enclave Community Association, Inc (Witness)
By:
Its:

Willard K. Brown By: Suzanne Owsowall
Turkey Point Homeowners Association (Witness)
By: President
Its:

______________________________ By: ______________________________
Mallet Hill Village Homeowners Association (Witness)
By:
Its:

WCPG

______________________________ By: Sandra D. Nunn
WildeWood Community Partners Group, LLC (Witness)

By: Stephen Francis
Its: President

ASSOCIATIONS

_________________________ By: Sandra N. Francis

(Name of Representative of Associations) (Witness)

CAROL FUERST - MALLET HILL VILLAGE HOA PRESIDENT

WCPG

_________________________ By: Sandra N. Francis

(Name of Representative of WCPG (Witness)

Stephen Francis

Exhibit A

WildeWood Club Assets:

Land and Improvements

All those certain pieces, parcels or tracts of land, with improvements thereon,situate, lying and being in the County of Richland, State of South Carolina, being more fully shown and delineated as parcel A" containing 88.60 acres; Parcel "B" containing 7.28 acres; Parcel "C" containing 3.21 acres; Parcel "D" containing6.90 acres; Parcel "E" containing 19.23 acres; Parcel "F" containing 10.64 acres; Parcel "G" containing 7.98 acres; Parcel "H" containing 16.96 acres; and Parcel"12B" containing 0.02 acre, which contains an aggregate of 160.82 acres, as shown on a Plat prepared for Stonehenge Golf Development Company, LLC, by United Design Services, Inc., dated December 31, 1996 and recorded in the Office of the Register of Deeds for Richland County, South Carolina (the "ROD Office") in Plat Book 56, at pages 7064 and 7065 on January 30, 1997 and having such metes and bounds as will be shown by reference to said Plat.

Personal Property

All personal property acquired from the purchasers of Parcel Three of the Order of Judgment and Foreclosure and Sale, filed on July 22, 2019, in the Richland County Court of Common Pleas, for the State of South Carolina.

Obligations Due and Owing to the WildeWood Club

- Revenues from Club Memberships
- HOA Assessment Revenues

Book 2364-2518
2019002397 1/10/2019 16:40:02:123 ByLaws - HOA
Fee: $31.00 County Tax: $0.00 State Tax: $0.00
2019002397 John T. Hopkins II Richland County R.O.D.

RECORDING COVER PAGE FOR GOVERNING DOCUMENTS AND RULES OR REGULATIONS

Pursuant to S.C. Code § 27-30-130, the Board of Directors for Wildewood Sections I-IV Homeowners Association, Inc. submits the following document(s) for recording.

Wildewood Sections I-IV
Homeowners Association, Inc.

By: Gail L. Bragg

President

Pursuant to S.C. Code § 27-30-130(D) the recording of any rules, regulations, bylaws, and any amendments to rules or regulations is not subject to the requirements of witnesses and acknowledgments required under S.C. Code § 30-5-30.

BY-LAWS
OF
WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is WildeWood Sections I-IV Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 11 Charley Horse Road, Columbia, South Carolina. Meetings of members and directors may be held at such place within the State of South Carolina, County of Richland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WildeWood Sections I-IV Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property known as Sections I, II, III, and IV (herein cumulatively referred to as "Sections I-IV") in the WildeWood Subdivision as described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the requirements hereof.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" or "Developer" shall mean and refer to C. Heath Manning and/or Darnall W. Boyd, and/or WildeWood I Associates, and/or WildeWood II Associates, and/or WildeWood III Associates, and/or WildeWood IV Associates, their heirs, successors or assigns. Provided, however, that for the purpose of this item "heirs, successors or assigns" shall not mean successors in title absent a specific written conveyance of the rights of Declarant or Developer.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions WildeWood Subdivision Sections I, II, III, and IV, and Deeds applicable to the Properties set forth on Exhibit "B".

Section 8. "Member" shall mean and refer to those persons who own any plot of land within Sections I-IV of the WildeWood Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof. The specific purpose for which the Association is formed to provide for maintenance, preservation, protection, and architectural control of the Lots and Common Area within the certain tract of property known as WildeWood Sections I, II, III, and IV, and to promote the common interests of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In carrying out these purposes, the Association may:

(a) Receive control of the Common Area of WildeWood Sections I-IV and receive control of all covenants and restrictions and receive architectural control from the original grantors, their heirs, successors, and assigns. The Assignment is attached at Exhibit "C". The covenants and restrictions are attached at Exhibit "B" and are referred to herein as the "Declaration";

(b) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, applicable to the property and recorded or to be recorded in the Office of Register of Deeds for Richland County and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(c) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the

Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) Borrow money, and with the assent of a majority vote of the membership present at a duly held meeting at which a quorum is present and qualified, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer is assented to by a majority vote of the membership present at a duly held meeting at which a quorum is present and qualified;

(g) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation has been assented to by a majority vote of the membership present at a duly held meeting at which a quorum is present and qualified;

(h) Approve and collect architectural review fees on all builders of new dwellings and of all members who remodel dwellings to insure strict compliance with the Declaration and any amendments thereto.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held when noticed by the original incorporators. Each subsequent regular annual meeting of the members shall be held on the second (2nd) Monday in May each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand-delivery, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each Member may vote in person or by proxy. All proxies shall be in writing, notarized and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting Rights. All Owners of lots in WildeWood Sections I-IV shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. All decisions to be made by the members must be assented to by a majority vote of the membership present at a duly held meeting at which a quorum is present and qualified. To be "qualified" for voting purposes, all dues and assessments must be current with respect to the Lot for which the vote is to be cast; provided, however, at the first annual meeting of the members, qualification for voting purposes shall be determined without regard to dues and assessments.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than five (5) nor more than nine (9) directors, who must be members of the Association. The number of Directors for each succeeding year will be determined by majority vote of the membership present at a duly held meeting at which a quorum is present and qualified.

Section 2. Term of Office. At the first meeting, the members shall elect three (3) directors. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are: President Douglas Bridges, Vice-President James T. McLaren, Treasurer Carl Donnelly, and Secretary Jim Petty.

At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, the (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; at each annual meeting thereafter, the members shall select three (3) directors for a term of three (3) years. If the number of directors is more than three (3)., the number elected each year shall be adjusted accordingly.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the membership present at a duly held meeting at which a quorum is present and qualified. In the even of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval by a majority of a quorum of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nomination Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nomination Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

<u>Section 2.</u> <u>Election.</u> Election to the Board of Directors shall be by vote of the membership. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws and the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

<u>Section 1.</u> <u>Regular Meetings.</u> Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

<u>Section 2.</u> <u>Special Meetings.</u> Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors after not less than three (3) days notice to each director.

<u>Section 3.</u> <u>Quorum.</u> A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present

at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

<u>Section 1.</u> <u>Powers.</u> The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use, maintenance and upkeep of the Common Area;

(b) adopt and publish rules governing architectural control, and to impose a reasonable charge for architectural review of each submission;

(c) administer and direct compliance with and enforcement of the Declaration, and all amendments thereto;

(d) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(e) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(f) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(g) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(h) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) fix the amount of the annual assessment against each Lot at least twenty (20) days in advance of each annual assessment period;

(d) send or cause an appropriate office to send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period;

(e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid in the form described and to issue and file liens for unpaid dues and assessments in the form set out in Exhibit "D" attached. A reasonable charge may be made by the Board for the issuance of these certificates and liens. Said certificates and liens shall be conclusive evidence of such payment to any third party who relies on the same;

(f) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) cause the Common Area and all additional areas subject to maintenance by the Association to be maintained;

(i) appoint such committees and chairs thereof as it deems appropriate, including but not limited to an Architectural Control Committee, Common Area Control Committee, and a Garbage Control Committee;

(j) hire a paid Administrative Assistant.

ARTICLE IX

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any Officer or agent or agents to enter into any contract or execute and deliver any instrument in the name of the Association, in an amount not to exceed an approved budgeted item plus any reserve fund which the Association may maintain for that specific item.

Section 2. Loans. No loan shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or Officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. Compensation. The Directors shall receive no compensation for attendance at regular or special meetings, provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following the first meeting and each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) calendar year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers and establish such committees as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all checks of the Association with the co-signature of the Treasurer; and shall sign all written instruments necessary to carry out the business of the Association, as directed by the Board of Directors.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of

Directors; shall sign all checks of the Association with the co-signature of the President, as directed by the board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

At such time as the Declarant has, by written instrument recorded in the office of the Register of Deeds of Richland County, assigned its rights to the Association, the Board shall appoint an Architectural Control Committee which shall be responsible for enforcing all provisions of the Declaration. The Architectural Control Committee, with the approval of the Board of Directors, may delegate some or all of the architectural control functions to such persons or entities as it deems appropriate and establish an appropriate fee schedule for each submission to the Architectural Control Committee.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall be all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

ASSESSMENTS

As provided in the Declaration, in order to promote the common interest and protection of the members and property within Sections I-IV of the WildeWood Subdivision, each property owner is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18% percent per annum, compounded monthly, and the Association may bring an action a law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Owners of real estate are responsible for payment of assessment and compliance with established rules and regulations levied against the property even though the property has been rented to others.

The assessment year shall be a calendar year. The initial full annual assessment for the year 1998 shall be in accordance with the budget approved at the first annual meeting. By a vote assented to by a majority of the membership present at a duly held meeting at which a quorum is present and qualified, annual and special assessments may be voted at an annual meeting of the membership or at a special meeting of the members. The monies collected by the Association shall be used for the overall protection of the residents of WildeWood Sections I-IV, including maintenance of Common Areas in WildeWood Sections I-IV to which record title is held by the Association, the operational expenses of the Association, the enforcement of the rights of the Association, and any other purposes which from time to time may be deemed necessary by a majority of the votes cast by the membership in accordance with the provisions for voting as specified in these By-Laws; provided, however, that those Owners who have obligations by virtue of recorded covenants to maintain the lakes, dams and spillway areas shall be solely responsible for such maintenance, and the involvement of the Association in such instances, if any, being merely an agency for the administration of such obligations. Special assessments may be used for any purpose for which the annual assessment is used unless a limited purpose is stated for the special assessment, in which case the special assessment may only be used for that purpose.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved with the assent given in writing and signed by not less than a majority vote of the membership present at a duly held meeting at which a quorum is present and qualified. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the following: WildeWood Sections I-IV Homeowners Association, Inc.

ARTICLE XVI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a majority vote assented to by a majority of the membership present at a duly held meeting at which a quorum is present and qualified.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the most restrictive shall control.

Section 3. The use of masculine pronouns in these By-Laws shall be interpreted to include feminine pronouns as well.

Section 4. If any provision of these By-Laws is deemed void or invalid by any Court of competent jurisdiction, such provisions will be deemed severable.

ARTICLE XVII

DURATION

The corporation shall exist perpetually.

ARTICLE XVIII

REGISTERED AGENT

Douglas Bridges, whose address is 11 Charley Horse Road, Columbia, South Carolina, is hereby appointed the initial registered agent of this Association.

ARTICLE XIX

FISCAL YEAR

The fiscal year of the Association shall be determined by the Board of Directors. This initial fiscal year shall end December 31, 1998.

ARTICLE XX

PROCEDURE

All meetings of the membership and of the Board of Directors shall be conducted in accordance with Roberts Rules of Order Revised according to the most recent edition.

ARTICLE XXI

PROPERTY RIGHT AND INDEMNIFICATION

Section 1. Member Rights in Property. None of the members or officers of the Association shall have any vested interest in any money or other property belonging to the Association upon termination of his membership in the Association for any reason, nor shall he have any right to demand that any property, real or personal, belonging to the Association be turned over to him except as the law of South Carolina provides otherwise.

Section 2. Property of Members and Association to be Separate and Distinct. The private property of the members shall not be subject to the payment of Association debts, no matter how acquired, to any extent whatever, however each and every member shall be permanently liable for all dues and assessments not timely paid.

Section 3. Indemnity. The Association shall indemnify and hold harmless each person, his personal representative, heirs and assigns who shall or did serve as a Director, Officer, initial incorporator, or *Ad Hoc* Committee member of the Association, from and against any and all claims or liabilities to which such persons become subject by reason of having heretofore or hereafter been a Director, Officer, initial incorporator, or *Ad Hoc* Committee member, of the Association or by reason of any action alleged to have been taken or omitted by such persons in such capacity and shall reimburse each such party for all legal and other expenses reasonably incurred by him in such connection with any such claim or liability; *provided*, *however*, that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of said party's own willful misconduct.

APPROVED BY AD HOC COMMITTEE AND RECOMMENDED FOR ADOPTION BY MEMBERSHIP OF ASSOCIATION THIS ______ DAY OF ______________, 1998:

WILDEWOOD AD HOC COMMITTEE

BY: S/
Douglas Bridges - Chair

ATTESTED:

BY: S/
Jim Petty - Secretary

APPROVED AT FIRST ANNUAL MEETING OF THE MEMBERS ON PROPER NOTICE WITH A QUORUM PRESENT THIS 23rd DAY OF FEBRUARY, 1998:

WILDEWOOD SECTIONS I-IV
HOMEOWNER'S ASSOCIATION, INC.

BY: S/
Douglas Bridges, President

ATTESTED:

BY: S/
Jim Petty, Secretary

klj:c:\temp\wildewoo.art

APPROVED BY AD HOC COMMITTEE AND RECOMMENDED FOR ADOPTION BY MEMBERSHIP OF ASSOCIATION THIS ______ DAY OF ______________, 1998:

WILDEWOOD AD HOC COMMITTEE

BY: S/
Douglas Bridges - Chair

ATTESTED:

BY: S/
Jim Petty - Secretary

APPROVED AT FIRST ANNUAL MEETING OF THE MEMBERS ON PROPER NOTICE WITH A QUORUM PRESENT THIS 23rd DAY OF FEBRUARY, 1998:

WILDEWOOD SECTIONS I-IV
HOMEOWNER'S ASSOCIATION, INC.

BY: S/
Douglas Bridges, President

ATTESTED:

BY: S/
Jim Petty, Secretary

WILDEWOOD SECTIONS I-IV
HOMEOWNER'S ASSOCIATION, INC.

BY: Gail L. Bragg
Gail Bragg, President

DATE: 12-18-18

ATTESTED:

BY: Leanne Fishburne
Leanne Fishburne, Secretary

TITLE TO REAL ESTATE
The R. L. Bryan Company, Columbia, S. C.

360 Form 14

54.60
30.40

State of South Carolina,

COUNTY OF RICHLAND

FILED
MAY 17 12 29 PM '79
REGISTER OF MESNE CONVEYANCES RICHLAND CNTY. S.C. CLARA I. BARTLETT

FILED

Know All Men by These Presents, That I, Donald V. Richardson

SOUTH CAROLINA COUNTY DOCUMENTARY TAX MAY 17 '79 PB. 11315 = 30.80

in the State aforesaid, for and in consideration of the sum of Twenty-eight Thousand and no/100 ($28,000.00) Dollars to me paid by John G. Morrison and Barbara L. Morrison in the State aforesaid

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

JOHN G. MORRISON AND BARBARA L. MORRISON,
THEIR HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, northeast of the City of Columbia, on the northern side of Running Fox Road, known as Lot 2, Block "S", as shown on a plat prepared for Donald V. Richardson, prepared by William Wingfield, R.L.S., dated October 25, 1976, and recorded in the Office of the Register of Mesne Conveyances for Richland County in Plat Book "X" at Page 7059 and having such boundaries and dimensions as are shown thereon.

This being the identical property conveyed to Donald V. Richardson by Deed dated October 14,1976 and recorded in the Office of the Register of Mesne Conveyances for Richland County in Deed Book D408 at Page 703, on December 30, 1976.

Grantees' Address:
235 Stratton Brook Rd
West Simsbury, ~~Conn~~ Conn.
06092

D 501 PAGE 630

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

John G. Morrison and Barbara L. Morrison,

their

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

John G. Morrison and Barbara L. Morrison,

their

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my *Hand and Seal this* 14th *day of* May

in the year of our Lord one thousand nine hundred and seventy-nine

and in the two *hundred and* third *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Genevieve H. Skarecki

Katherine K. Kinard

Donald V. Richardson

Donald V. Richardson .... (SEAL)

.... (SEAL)

D 501 PAGE 630

STATE OF SOUTH CAROLINA, }
RICHLAND COUNTY. }

D 501 PAGE 631

PERSONALLY appeared before me Genevieve H. Skardon

and made oath that she saw the within-named Donald V. Richardson

sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with Katherine K. Kinard witnessed the execution thereof.

SWORN to before me this

14 day of May, 19 79.

Katherine K. Kinard (L. S.)
Notary Public of S. C.
Comm. Exp. 1-25-89

Genevieve H. Skardon

STATE OF SOUTH CAROLINA, }
RICHLAND COUNTY. }

RENUNCIATION OF DOWER

I, Charles N.Plowden, Jr., do hereby certify unto all whom it may concern, that Mrs. Elizabeth N. Richardson the wife of the within-named Donald V. Richardson did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named grantees

their heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this

14 day of May 1979

Charles N. Plowden, Jr. (L.S.)
Notary Public of S. C.
Dec 3, 1980

Elizabeth N. Richardson
Elizabeth N. Richardson

D 501 PAGE 631

360.00
198.00

ED 688 PAGE 827

TITLE TO REAL ESTATE
The R. L. Bryan Company, Columbia, S. C.

Form 110

FILED
REGISTER OF MESNE CONVEYANCES
CLARA L. [illegible]

1984 APR -3 PM 3:37

State of South Carolina,

COUNTY OF RICHLAND

Know All Men by These Presents, That WE, JOHN G. MORRISON AND BARBARA L. MORRISON

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX APR 3 '84 360.00

SOUTH CAROLINA COUNTY DOCUMENTARY TAX APR 3 '84 198.00

in the State aforesaid, for and in consideration of the sum of One Hundred Eighty Thousand and No/100 ($180,000.00) Dollars to us paid by RICHARD D. SWARTOUT AND CAROLYN J. SWARTOUT in the State aforesaid (receipt of wh is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said RICHARD D. SWARTOUT AND CAROLYN J. SWARTOUT THEIR HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Lot No. 2, Block "S", on Plat of Section One, Wildewood, by William Wingfield, dated March 1, 1970, revised January 17, 1977. Reference is also made to Plat Prepared for Donald V. Richardson by William Wingfield, dated October 25, 1976, and recorded in the Office of Register of Mesne Conveyance for Richland County in Plat Book X, Page 7059. Said lot of land being more particularly shown on a plat prepared for Richard D. Swartout and Carolyn J. Swartout by Cox and Dinkins, Inc. dated March 21, 1984, and recorded in Plat Book ______, Page ______. According to said latter plat having the following courses and distances, to wit: Beginning at an iron in the southwesternmost corner of said parcel and running along Lot 1, N15°58'W for a distance of 243.13 feet to an iron; then turning and running along Lake, N78°06'E for a distance of 149.83 feet to an iron; then turning and running along Lot 3, S15°58'E for a distance of 243.97 feet to an iron; then turning and running along Running Fox Road in a curved line, S78°25'W a chord distance of 149.89 feet to an iron, this being the point of beginning.

This being the identical property conveyed to John G. Morrison and Barbara L. Morrison by deed of Donald V. Richardson dated May 14, 1979, and recorded in the Office of the R.M.C. for Richland County in Deed Book D-501 at Page 629.

GRANTEES' ADDRESS: 55 Running Fox Road, Columbia, SC 29206

BOOK 680 PAGE 828

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Richard D. Swartout and Carolyn J. Swartout, Their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Richard D. Swartout and Carolyn J. Swartout, Their

Heirs and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our *Hand and Seal this* 2nd *day of* April *in the year of our Lord one thousand nine hundred and* eighty-four *and in the two hundredth and* eighth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED

651.00
251.60

RECORDED & FEES PAID

10.00

D BK 1211 PAGE 196

STATE OF SOUTH CAROLINA)
)   TITLE TO REAL ESTATE
COUNTY OF RICHLAND   )

KNOW ALL MEN BY THESE PRESENTS, that CAROLYN J. SWARTOUT ("Grantor") for and in consideration of the sum of TWO HUNDRED THIRTY SIX THOUSAND AND NO/100THS ($236,000.00) DOLLARS to me in hand paid at and before the sealing of these presents, by MERRIE P. GRANT ("Grantee") in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said

MERRIE P. GRANT, HER HEIRS AND ASSIGNS:

See attached Exhibit "A" for full Legal Description.

This conveyance is made subject to existing easements and easements and restrictions of record.

Grantees Address: 55 Running Fox Road
Columbia, SC 29223

TMS# 22805-02-02

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before

SOUTH CAROLINA COUNTY DOCUMENTARY TAX 259.60

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX SOUTH CAROLINA TAX COMMISSION 613.60

JUL 29 3 23 PM '94 RESHE CONVEYANCES CLARA L. BARTLETT [illegible]ioned unto the said Grantee, her heirs and assigns forever.

And the said Grantor do(es) hereby bind herself and her heirs and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns against Grantor and Grantor's heirs and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 28th day of July in the year of our Lord one thousand nine hundred ninety-four (1994), and in the two hundred nineteenth (219th) year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the Presence of:

(Signature of Witness #1)

(Signature of Witness #2)

Carolyn J. Swartout (SEAL)

D BK 1211 PAGE 197

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the below named witness who, on oath, says that (s)he saw the within-named Grantor sign, seal and as her act and deed, deliver the within written Title to Real Estate, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

(Signature of Witness #1)

SWORN to before me this 28th day of July, 1994.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 12/3/2001

D BK 1211 PAGE 198

EXHIBIT "A"

ALL that certain piece, parcel or lot of land with the improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being designated as Lot No. 2, Block S, on plat of Section One Wildewood by William Wingfield, dated March 1, 1970, revised January 17, 1977, and recorded in the Office of the RMC for Richland County in Plat Book X, at page 7059, and being more particularly shown and designated on a plat prepared for G. Duncan Grant, Jr. and Herrie P. Grant by Rosser W. Baxter, Jr., R.L.S., dated July 27, 1994, reference being made to said latter plat, which plat is incorporated herein by reference, for a more complete and accurate description; be all measurements a little more or less.

This being the property conveyed to the grantor herein by Deed of Richard D. Swartout (one-half interest) recorded in the Office of the RMC for Richland County in Deed Book D1030, at page 526; the remaining one-half interest by Deed of John G. Morrison and Barbara L. Morrison recorded in Deed Book D688, at page 827.

D BK 1211 PAGE 199

TITLE TO REAL ESTATE — FORM 14-B
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

State of South Carolina,

COUNTY OF RICHLAND

MAY 15 2 30 PM '80

CLARA I. BARTLETT

AFFIDAVIT

Know All Men By These Presents, That

JOY C. WILLIAMSON

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
MAY 15 '80
RB. 11327
47.00

SOUTH CAROLINA COUNTY DOCUMENTARY TAX
RB. 11315
MAY 15 '80
25.85

in the State aforesaid for and *in consideration of the sum of* Five ($5.00) Dollars and other valuable consideration and assumption of the below described mortgage *to* me *paid by* WESTERN ENTERPRISES, ~~OF ASHEVILLE, INC.~~ JCW by WB

in the State aforesaid, *the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said* WESTERN ENTERPRISES, ~~OF ASHEVILLE, INC.~~ JCW by WB

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being more fully shown on a plat prepared for Joy C. Williamson by William Wingfield, dated December 3, 1974, and recorded in the RMC Office for Richland County in Plat Book X at page 2991; said property having the following courses, metes, measurements and boundaries as shown on the aforesaid plat, to-wit:

BEGINNING at a point located on the southeastern boundary of the subject property, said point being located on the northern boundary of the right of way for Duck Pond Road and being approximately 108.0 feet west of Dibble Lane as shown on the aforesaid plat; thence from said point of beginning along the northern boundary of the right of way for Duck Pond Road as shown on the aforesaid plat N 69° 37' W for a distance of 59.9 feet to a point; thence turning and continuing along the northern boundary of the right of way for Duck Pond Road as shown on the aforesaid plat N 76° 30' W for a distance of 95.4 feet to a point; thence turning and continuing along the northern boundary of the right of way for Duck Pond Road as shown on the aforesaid plat N 76° 10' W for a distance of 4.7 feet to a point, whereon the property corners with property shown on the aforesaid plat as Heathcote & City Investment Co.; thence turning and running along property shown on the aforesaid plat as Heathcote & City Investment Co. N 29° 39' E for a distance of 163.2 feet to a point, whereon the property corners with property shown on the aforesaid plat as Lake; thence turning and running along property shown on the aforesaid plat as Lake S 82° 54' E for a distance of 110.0 feet to a point, wherec the property corners with property shown on the aforesaid plat as Heathcote & City Investment Co.; thence turning and running along property shown on the aforesaid plat as Heathcote & City Investment Co. S 11° 54' W for a distance of 176.4 feet to a point, this being the point of BEGINNING.

As part of the consideration for this conveyance, the Grantee herein expressly assumes the balance due on that certain note and mortgage heretofore given by Joy C. Williamson to Heathcote Corporation and City Investment Corporation in the original principal amount of $16,000.00, dated December 19, 1974, and having a principal balance as of this date in the amount of $6,000.00; the aforesaid mortgage being recorded in the RMC Office for Richland County in Mortgage Book M-370 at page 164.

This conveyance is made subject to all conditions, covenants, reservations, restrictions and easements existing against the property, including but not limited to, those covenants, conditions, restrictions and easements imposed and reserved in deed of Palmetto State Construction Company, Heathcote Corporation and City Investment Corporation to Joy C. Williamson, dated December 19, 1974, and recorded in the RMC Office for Richland County in Deed Book D-336 at page 358.

This being the same property conveyed to the Grantor herein by deed of Palmetto State Construction Company, Heathcote Corporation and City Investment Corporation, dated December 19, 1974, and recorded in the RMC Office for Richland County in Deed Book D-336 at page 358.

GRANTEE'S ADDRESS: 101 CHALLEDAR DR.
CANDLER NC 28715

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in any incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said

JCW LH KS
WESTERN ENTERPRISES, ~~OF ASHEVILLE, INC.~~, its Successors

~~Heirs~~ and Assigns forever

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

JCW LH KS
WESTERN ENTERPRISES, ~~OF ASHEVILLE, INC~~, its Successors

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 29th day of April in the year of our Lord one thousand nine hundred and eighty (1980) and in the two hundred and fourth (204th) year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of

[signature]
Brenda D. Burns

Joy C. Williamson (SEAL)
JOY C. WILLIAMSON

(SEAL)

D 540 PAGE 112

ROA 268

STATE OF SOUTH CAROLINA,
RICHLAND County

Personally appeared before me Harry A. Swagart, III and made oath that s/he saw the within named JOY C. WILLIAMSON sign, seal and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with Brenda D. Burns witnessed the execution thereof.

SWORN to before me this
29th day of April 19 80

Brenda D. Burns (L. S.)
Notary Public of S. C.
Com. Expires: 4/10/82

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER
UNNECESSARY-GRANTOR A WOMAN

I, , do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs

and assigns, all her interest and estate, and also her rights and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 19

(L. S.)
Notary Public of S. C.

D 564 PAGE 171

130,500
90,000
49,50

FORM NO. 116 — TITLE TO REAL ESTATE BY A CORPORATION
REVISED 1939

FILE COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

The State of South Carolina,

County of Richland

JAN 13 2 14 PM '81

REGISTER OF
MESNE CONVEYANCES
RICHLAND CNTY. S.C.
CLARA L. BARTLETT

KNOW ALL MEN BY THESE PRESENTS, That

Western Enterprises of Ashville, Inc.

in the State aforesaid, for and *in consideration of the sum of*

Forty-Five Thousand and no/100 ($45,000.00) *Dollars*

to it in hand paid at and before the sealing of these presents, by Herbert Meltzer and Claire M. Meltzer

in the State aforesaid, *(the receipt whereof is hereby acknowledged)*

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

Herbert Meltz- and Claire M. Meltzer

All that certain piece, parcel - lot of land with improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being known as Lot 23, Block QQ in Wildewood Subdivision, and being more particularly shown on a plat prepared for Joy C. Williamson by William Wingfield, Reg., Surveyor, dated December 3, 1974, and recorded in the Office of the RMC for Richland County in Plat Book X at page 2991, and being more recently shown on a plat prepared for Herbert Meltzer & Claire M. Meltzer by William Wingfield, Reg., Surveyor, dated January 6, 1981, to be recorded; said lot having the following boundaries and measurements as shown on the latter referred to plat: On the Northeast by an area designated as Lake, whereon it measures 110.0 feet; on the Southeast by Lot 22, Block QQ, whereon it measures 176.4 feet; on the Southwest by Duck Pond Road, whereon it fronts and measures in three segments an aggregate distance of 160.0 feet; and on the Northwest by Lot 24, Block QQ, whereon it measures 163.2 feet.

This being the identical property conveyed to Western Enterprises of Ashville, Inc., by deed of Joy C. Williamson, dated April 29, 1980, and recorded in Deed Book D-540 at page 112.

Grantees' mailing address: 6002 N. Trenholm Rd.,
Columbia, S. C. 29206

This conveyance is made subject to all existing easements, conditions and restrictions, covenants, reservations, and encroachments, including but not limited to, those covenants, conditions and restrictions, and easements imposed and/or reserved in Deed Book D-336 at page 358.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JAN 13 '81
= 9 0. 0 0

D 564 PAGE 172

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Herbert Meltzer and Claire M. Meltzer, their Heirs and Assigns forever.

And the said Western Enterprises of Ashville, Inc. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Herbert Meltzer and Claire M. Meltzer, their Heirs and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF Western Enterprises of Ashville, Inc. (Insert name of Corporation) has caused these presents to be executed in its name by Carroll E. Hadley (Insert name of President or Vice-President) its President, and by B. E. Hadley, Jr. (Insert name of Secretary or Treasurer) its Vice-President and its corporate seal to be hereto affixed this 9th day of January in the year of our Lord, one thousand nine hundred and eighty-one, and in the two hundred and fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

Western Enterprises of Ashville, Inc. (Seal)

By Carroll E. Hadley, its President.

Witness

By: B. E. Hadley, Jr.

The State of South Carolina,

COUNTY OF RICHLAND

PERSONALLY appeared before me Larry R. Everett
(Insert name of Witness)

who, in oath, says that he saw the within-named Western Enterprises of Ashvilie, Inc.
(Insert name of Corporation)

by Carroll E. Hadley *its*
(Insert name of President or Vice-President)

President and B. E. Hadley, Jr. *its* Vice-President
(Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Jack J. Griffin *witnesssed the*
(Insert name of other Witness)

execution thereof.

Larry R Everett
(Witness)

SWORN to before me, this 9th *day of* January *, A.D. 19* 81.

(Seal)
Notary Public, S.C.

My Commission Expires: [illegible]ober 8, 1990 .

D 564 PAGE 173

D 609 PAGE 769

6,600.00
3

State of South Carolina } FILED
COUNTY OF RICHLAND }

DEED
(Individual)

RECORDING FEE PAID

© CENTRAL OFFICE PRODUCTS
Columbia, S. C.
Form No. 731
Rev. 1977

MAY 6 3 00 PM '82
REGISTER OF MESNE CONVEYANCES RICHLAND CNTY. S.C.
CLARA [illegible] BARTLETT

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
MAY-6'82 PB.11327
660.00

KNOW ALL MEN BY THESE PRESENTS, That Herbert Meltzer and Claire M. Meltzer (hereinafter called "Grantor"), for and in consideration of the sum of Three Hundred Thirty Thousand and No/100 ($330,000.00) ———————— Dollars to the Grantor in hand paid at and before the sealing of these presents, by Timothy R. McConnell of Richland County (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being known as Lot 23, Block QQ in Wildewood Subdivision, and being more particularly shown on a plat prepared for Joy C. Williams[illegible] by William [illegible], Reg. Surveyor, dated December 3, 1974, and recorded in the Office of [illegible] for Richland County in Plat Book K at page 2991, and being more recently [illegible] plat prepared for Herbert Meltzer & Claire M. Meltzer by William [illegible], Reg. Surveyor, dated Ja[illegible]ry 6, 1981, to be recorded; said lot having the following boundaries and measure[illegible] as shown on the latter referred to plat: On the [illegible] by an area designat[illegible] Lake, whereon it measure 110.0 feet; on the Southeast by Lot 22, Block QQ, whereon it measures 176.4 feet; on the Southwest by Duck Pond Road, whereon it [illegible] and measures in three segments an aggregate [illegible] 140.0 feet; and on the Northwest by Lot 24, Block QQ, whereon it measures 183.2 feet.

[illegible] the identical property conveyed to Herbert Meltzer and Claire M. Meltzer, [illegible] Enterprises of Ashville, I.c., dated January 9, 1981, and [illegible] Deed Book [illegible]-594 at page 131.

This conveyance is made subject to all existing easements, conditions and restrictions, covenants, reservations, and encroachments, including but not limited to those covenants, conditions and restrictions, and easements imposed and/or reserved by Deed Book D-336 at page 358.

SOUTH CAROLINA COUNTY DOCUMENTARY TAX
P.B. MAY-6'82
363.00

GRANTEE'S MAILING ADDRESS: 120 Duck Pond Road Columbia SC

~~This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.~~

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, to warrant and forever defend all and singular the premises unto the Grantee, His Heirs, Successors, and Assigns against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date April 30, 1982

Signed, Sealed and Delivered in the Presence of:

Karen Giangreco

Herbert Meltzer (Seal)

Claire M. Meltzer (Seal)

State of South Carolina
COUNTY OF RICHLAND

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within named Grantor sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me (date) April 30, 1982

(Seal)
J. R. Constantin
Notary Public for South Carolina
My Commission expires 1/11/84

(Witness)
Karen Giangreco

State of South Carolina
COUNTY OF RICHLAND

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern that the undersigned wife of the within named Grantor did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Grantee his heirs, successors and assigns, all her interest and estate and also her right and claim of dower in or to all and singular the premises described herein.

SWORN to before me (date) April 30, 1982

(Seal)
Notary Public for South Carolina
My Commission expires 1/11/84

Claire M. Meltzer
(Wife of Grantor)
Claira M. Meltzer

D 609 PAGE 770

State of South Carolina
COUNTY OF RICHLAND

Grantor

TO

McConnell Grantee

DEED (Individual)

day of , 19 o'clock M

Recorded Book at page

R.M.C./Clerk of Court County, S.C.

day of , 19

Page County

Book 00433-1017 Master Deed
2000060014 08/09/2000 15 42 49 57
Fee: $10.00 County Tax: $0.00 State Tax: $0.00
2000060014 John G. Norris Richland County ROD

(Above Space for Documentary Stamps)

MASTER'S DEED

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

(Public Sale)

(Filing Date Space)

To all whom these Presents shall concern:

I, Joseph M. Strickland, as Master in Equity for Richland County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between

Allaince Funding Company, a Division of Superior Bank, FSB,

as plaintiff/s and

Timothy R. McConnell, et al.,

as defendant/s, the Judge of said Court by Order dated May 4, 19 2000 did decree that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the order(s) granted in the case; and WHEREAS, I, the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the manner of auction, sell the said property on the 5th day of June, 2000, for the sum of Ten Thousand and No/100 ($10,000.00) Dollars, said sum being the highest amount bid at said sale and having been made by Thomas H. Brush, as attorney for the Plaintiff,

(Name of highest bidder and assignment, if any)

and Plaintiff having paid the costs and having assigned the said bid to the below named grantee.

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, and release the following described property unto the grantee,

LaSalle National Bank as Trustee Under the Pooling and Servicing Agreement dated 2-1-99, Series 1999-1; One Ramland Rd.
Orangeburg, NY 10962

(Name and address of grantee/s and description of property)

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being known as Lot 23, Block QQ in Wildewood Subdivision, and being more particularly shown on a plat prepared for Joy C. Williamson by William Wingfield, Reg., Surveyor, dated December 3, 1974, and recorded in the Office of the RMC for Richland County in Plat Book X, at Page 2991, and being more recently shown on a plat prepared for Timothy R. McConnell by Belter & Associates, Inc., dated April 23, 1982, and recorded in the RMC Office for Richland County in Plat Book Z, at Page 2268; said lot having the following boundaries and measurements as shown on the latter referred plat: On the Northeast by an area designated as Lake, whereon it measures 110.0 feet; on the Southeast by Lot 22, Block QQ, whereon it measures 176.4 feet; on the Southwest by Duck Pond Road, whereon it fronts and measures in three segments an aggregate distance of 159.50 feet; and on the Northwest by Lot 24, Block QQ, whereon it measures 163.2 feet.

Being the same property conveyed to Timothy R. McConnell by Deed of Herbert Meltzer and Claire M. Meltzer dated, April 30, 1982, and recorded in the RMC Office for Richland County in Book D 608, at Page 769.

TMS#: 228-09-03-22

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 3rd day of August, in the year of our Lord ~~one thousand nine hundred~~ two thousand (2000), and in the two hundred and ~~twenty-second~~ 25th year of the Sovereignty and independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presences of:)
Susan M. Golston)
Fristella Cornelius)

Joseph M. Strickland (L.S.)
Joseph M. Strickland
As Master in Equity for Richland County

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED Fristella Cornelius and made oath that he saw JOSEPH M. STRICKLAND as Master in Equity for Richland County, sign, seal, and deliver the within Deed; and that deponent together with Susan M. Golston signed their names as witnesses thereto.

SWORN to before me this)
3rd day of August, ~~19~~ 2000)
Susan M. Golston (L.S.))
Notary Public for South Carolina)
My Commission Expires: July 29, 2003)

Fristella Cornelius

DEED
(Public Sale)
JOSEPH M. STRICKLAND
As Master in Equity for
Richland, County, S.C.
—TO—

I hereby certify that the within Deed was filed f[or] record in my office at M. o'clock on the day of , 19 at was immediately entered upon the pro[per] indexes and duly recorded in Book Deeds at page in my office.

Register of Mesne Conveyances for Richland County

I hereby certify that the within Deed has b[een] this day of 19 recorded in Book Deeds at page in my of[fice]

Auditor for Richland County

STATE OF SOUTH CAROLINA
COUNTY OF Richland

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred BY Joseph M. Strickland Master In Equity TO Alliance Funding Company ON 8/3/00

3. Check one of the following: *The DEED is*
   (a)______subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b)______subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (c) ✓ EXEMPT from the deed recording fee because (exemption# 13)
   (Explanation If required) Master Deed of foreclosure

   (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a)______ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $______
   (b)______ The fee is computed on the fair market value of the realty which is $______
   (c)______ The fee is computed on the fair market value of the realty as established for property tax purposes which is $______

5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $______

6. The DEED Recording Fee is computed as follows:
   (a)______the amount listed in item 4 above
   (b)______the amount listed in item 5 above (no amount place zero)
   (c)______Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : Attorney

8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[signature]
Grantor/Grantee, or Legal Representative connected with this transaction

Thomas H. Brush
Print or Type Name here

Sworn to before me this 8th
day of August 2000
Judy A. King
Notary Public for SC
My Commission Expires: 12/6/06

SOUTH CAROLINA
DEPARTMENT OF CONSUMER AFFAIRS

Consumer Complaint Admin

MANAGE COMPLAINT

Business Name Wildewood Club/Wildewood HOA I-IV
Complaint Status Satisfied – Adequate Business Response
Complaint ID C18-03477
Initial complaint is Approved

Complaint Summary

Filed by DCA Admin	No
Is Complaint DCA Issue?	No
Days Open	14
Date Filed	11/26/2018
Date Assigned	11/27/2018
Analyst	Dyketia Gregg
Date Closed	12/10/2018
Activity Status	Active
Complaint Category	RM05 HOA/POA
Summary	Actions taken by the HOA were not in compliant with the by laws
Resolution	Business addressed the concerns of the consumer
Refund	0.00
Additional Notes	
Complaint Decline Reason	

Business Response Decline Reason	
Date Sent to Business	
Business Response Date	

Consumer Filing

Name	Pamela McFadden
Address	120 Duck Pond Road Columbia, SC 29223
Phone	[redacted]
Fax	[redacted]
Email	[redacted]
Preferred Contact Method	Email
Consumer Age Range	
Referral Source	
Other Filings	
Complaint is involved in court case	No
Attorney is handling complaint	No
Date of Incident	11/19/2018
Date Complained to Company	11/26/2018

Explanation of Complaint	In September 2018 due to financial distress, The Board of The Members Club voted unanimously to list the Wildewood Country Club for sale. They are placing in writing that if "the property is sold to a real estate developer or other party that closes the golf course this closing and redevelopment or no development would cause devaluation of the homes." I feel that the Association is bullying us to sell it to a private group by saying that our property values will go down if we don't sell to a small group of homeowners. ...Show Less
Business Response (At time of incident)	
Desired Response	Stop bullying us to sell to a private group and not encouraging HOA fees to go up to assist the private group in funding.

Business Information

Business Name	Wildewood Club/Wildewood HOA I-IV
Business Type	Location
Business ID	B18-01572
Email	gailbragg@msn.com
Contact Address	301 Wood Duck Rd. Columbia, SC 29223
Physical Address	P O Box 290189 Columbia , SC 29229
Phone	803.865.5470

South Carolina
DEPARTMENT OF CONSUMER AFFAIRS

Mailing Address
P.O. Box 5757
Columbia, SC 29250-5757

SUPPLEMENTAL HOMEOWNERS ASSOCIATION QUESTIONNAIRE

800-922-1594| www.consumer.sc.gov| Fax 803-734-4286|
scdcadocs@scconsumer.gov

Street Address
2221 Devine St., Ste. 200
Columbia, SC 29205

Recent changes to state law (S.C. Code Ann. § 27-30-340) require SCDCA to collect certain data from consumers filing complaints against homeowners associations (HOA). Information collected will be reported yearly to the Governor, General Assembly and the public. **Please submit this supplemental questionnaire with your complaint form.** You may upload it as a supporting document through the Online Complaint System or submit via mail, fax or e-mail. While the department is prohibited from serving as an arbitrator in disputes between homeowners and HOAs, we engage in a voluntary mediation process in hopes of resolving the complaint.

QUESTIONS

1. Is there a HOA management company? *If "Yes" provide:* ◉ Yes ○ No

Management Company Name: Southern Community Services
Management Company Address: 96 Lake Carolina Blvd, Columbia,SC 29229
Telephone Number: 803-865-5470
Contact Name:

2. Were you informed of the requirement of membership in a HOA as a condition of home ownership? ◉ Yes ○ No
If "Yes" provide:

When was information provided: / /
Who provided the information: ☐ Your realtor ☐ Seller's Realtor ☐ Seller ☐ Closing Attorney
☑ Other I am a real estate broker and knew

3. Have you received a copy of the governing documents of the HOA? ○ Yes ◉ No
If "Yes" was it obtained before or after purchase?: ○ Before ○ After

4. Have you been denied access to the governing documents? *If "Yes" provide:* ○ Yes ◉ No
An explanation of your attempt to obtain documents:

5. As a homeowner do you understand your rights and obligations under the governing documents? ◉ Yes ○ No

6. Have you communicated your concerns to the HOA or management company, if any? ○ Yes ◉ No

7. Have you exhausted all remedies in accordance with the terms of the HOA governing documents or rules and regulations? ○ Yes ◉ No

8a. Do you agree or disagree:

	Agree	Disagree
With the provisions of the governing documents at issue?	○	◉
With how provisions were enforced?	○	◉
That more enforcement of provisions are needed?	◉	○
That less enforcement of provisions are needed?	○	◉

8b. Please indicate your recommendation(s) for enforcing the governing documents, if any:
☐ Dispute resolution process within the HOA ☐ State agency oversight ☐ HOA Ombudsman
☐ Enforcement of provisions through magistrate's court ☑ Other: Members of the Association must vote

8c. Please provide any recommendations for changing provisions of the governing documents:
☐ Set/change developer transition of control ☐ Forbid HOA from placing liens/foreclosing
☐ Open meeting/ notice requirements ☐ Set parameters for viewing/copying documents/records
☐ Other:

Signature: Pamela Smith McFadden Complaint Number (if filed) C-

Print Name: Pamela Smith McFadden Date: 11/26/2018

The South Carolina Freedom of Information Act may require SCDCA to release documents you submit.

FOR OFFICE USE ONLY:

Background

Wildewood Club / Wildewood HOA I-IV Membership Resolution

Current Status:

- In 2009, The Members Club of Woodcreek and WildeWood was created as a joint country club.
- In September 2018 due to financial distress, the Board of The Members Club voted unanimously to list both the WildeWood club and the Woodcreek club for sale, either together or separately. The facilities are listed with the Leisure Properties division of the brokerage firm Marcus & Millichap.
- Anticipating the listing of the clubs, a group of WildeWood residents banded together in August, September and October to assess the feasibility of making an offer to purchase the assets associated with the WildeWood Club (golf course, tennis facility, pool, clubhouse, parking lot, and undeveloped land).
- In October, this group formed a new company with 60+ resident investors called the WildeWood Community Partners Group LLC (WCPG).
- The goals of the company are to:
    - purchase the WildeWood Club assets so the club and land will be controlled by WCPG
    - create a vibrant, sustainable, neighborhood club
    - research long-term solutions to allow the assets associated with the WildeWood Club remain in the hands of WildeWood residents
- Based on industry research on country club models and recent experiences of local clubs, the investors recommended a collaborative model with the Homeowners Associations where for a modest fee, all residents within an HOA become Social / Pool members. For additional fees, members could upgrade to a tennis or full golf membership.
- To assess the viability of the recommendation, a survey was distributed to most WildeWood homeowners to gauge interest in the proposal, with the Wildewood neighborhoods voting in favor of the proposal.
- To date the Enclave neighborhood has passed a resolution to have all residents join as social members, and votes are in progress for Turkey Point and Woodsview. The remaining Wildewood HOAs are each scheduling separate votes.

Resolution:

On November 2, 2018, the Wildewood Section I-IV HOA Board unanimously voted in favor of a motion to increase the HOA Annual Assessment by $480.00 dollars per year, beginning on 1/01/2019, for the purpose of protecting and preserving the property values of the HOA members, through supporting the prospective purchase of the Wildewood golf course, & tennis facilities, pool and related amenities by the Wildewood Investor Group.

WildeWood Section I-IV Homeowners Association Resolution

As stated in Article III of the By-Laws of the WildeWood Section I-IV Homeowners Association, Inc., dated 1998 " The specific purpose for which the Association is formed to provide for maintenance, preservation, protection, and architectural control of the Lots and Common Area within the certain tract of property known as WildeWood Sections I, II, III, and IV, and to promote the common interests of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. "

Whereas, the WildeWood Country Club (part of The Members Club) is experiencing financial difficulty and is in fact up for sale and

Whereas, if the property is sold to a real estate developer or other party that closes the golf course this closing and redevelopment or no development would cause devaluation of the homes in Section I-IV and

Whereas, certain parties have agreed to purchase the WildeWood Country Club (part of the Members Club) and to maintain it as a golf, tennis and swim club for the WildeWood community and

Whereas, the purchasing parties need the financial and active support of the WildeWood Section I-IV Homeowners to close the transaction and purchase said club and

Whereas, the purchasing parties have offered to the WildeWood Section I-IV Homeowners a special membership for $480 per year that would be called "Pool and Social Membership" and

Whereas, in addition the purchasers have also agreed to build a playground within 18 months of the signing agreement and a splash pad within 24 months of the signing agreement and

Whereas, this offer of membership to financially support the WildeWood Country Club is to help preserve and protect the WildeWood Section I-IV Homeowners home values and quality of life in the community,

Be it now resolved that the WildeWood Section I-IV Homeowners Association by vote of a majority of its membership has accepted the offer of membership in the WildeWood Country Club beginning January 1, 2019 for each homeowner and that the annual membership dues of $480 will be added to the WildeWood Section I-IV Homeowners Association annual assessment bill for 2019 and annually hereafter.

This resolution is expressly conditioned on the golf course and related property being purchased by the Wildewood Investor Group. If this transaction does not take place, the Assessment increase will be considered withdrawn.

This resolution and amendment to the By-Laws was sent to all WildeWood Section I-IV Homeowners on November 12, 2018 to be approved by a majority of the votes as prescribed by the WildeWood Section I-IV Homeowners Associations By-Laws at a properly called meeting of the WildeWood Section I-IV Homeowners on November 27, 2018.

Wildewood I-IV HOA Board

Without the support and financial participation of the various HOA's that comprise the Wildewood neighborhood, the Wildewood Investor Group will not be in a position to make a competitive offer for the property. This exposes the neighborhood to the adverse effects of commercial and/or residential development of the Wildewood golf course, or its abandonment to un-maintained "green space", any of which will have a substantial adverse impact on neighborhood property values.

After extensive study, discussions, and legal consultation and discussions with local real estate agents who sell homes in Wildewood, your HOA Board is unanimous in its belief that the optimal use of the Wildewood Club property, in terms of protecting and preserving the property values of HOA members, is for the Club to be operated as a private, non-profit club, providing low cost access to club members in good standing, for use of the pool, a park/playground to be constructed, dining privileges, and access to social events. In this regard, the HOA's will be no different than other high-end developments in Columbia that provide amenities such pool, park access, etc., to its members for a similar annual or monthly fee.

The By-Laws of the HOA give the HOA the authority to take this action upon a positive vote of a majority of a quorum of HOA Members in good standing.

Accordingly, the following resolution, unanimously recommended to the HOA Members by your HOA Board, is hereby placed before the Wildewood I-IV HOA Membership for discussion and vote.

Please note, there are details that cannot be worked out with the prospective club owners until they are able to legally acquire the property. If this does not occur, the HOA Board will revisit this issue, rescind the resolution, and search for other solutions to the problem posed by the uncertain future of the Wildewood golf course property.

Town Hall Meeting - Sunday November 18, 2018 4:30pm-5:30pm

In order to provide an opportunity for discussion and to answer questions, your HOA Board is holding a town hall meeting at the Wildewood Country Club this Sunday, November 18th at 4:30pm. We will have a notary available should you wish to leave your proxy at that time.

All proxies are due by and a final vote will be due/held at 7pm on November 27, 2018 at the Wildewood Country Club.

ALL PROXIES MUST BE NOTARIZED TO BE VALID. Notaries can commonly be found at banks, law offices and local mailing stores such as UPS.

Instrument Number: 1998081576 Book/Page: R 241/614 Date Time: 11/25/1998 13:16:35:903

WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.

NOTICE OF LIEN FOR UNPAID ASSESSMENT

Pursuant to the Declarations of Covenants, Conditions, Restrictions, of WildeWood Sections I-IV Homeowners Association, Inc. filed in the Office of the Register of Mesne Conveyances for Richland County on March 26, 1998, in Record Book D-1430, at page 221, notice is hereby given that fees for the administration of WildeWood Sections I-IV Homeowners Association have been assessed against the homeowner listed below, which after demand for payment thereof remain unpaid, and that such fees constitute a lien on the assessed property in favor of WildeWood Sections I-IV Homeowners Association, Inc.

Merrie & Duncan Grant
Name of Homeowner:

55 Running Fox Road, Columbia, SC 29223
Assessed Property:

January - December 1998 calendar year
Assessment Period: Amount of Assessment:

$177.25
Total Due:

Place of Filing: Register of Mesne Conveyance
Richland County Courthouse
Columbia, South Carolina

Given under the hand and seal of WildeWood Sections I-IV Homeowners Association, Inc. this 25 day of November, 1998.

David W. Peterson
Signature

Managing Agent
Title

Richland County ROD 11/25/1998 13:16:35:90
1998081576 John G. Norris
Fee: $5.00 County Tax: $0.00 State Tax: $0.00

Book 00241-0614
Unpaid Assesment Lie

1998081576

WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.

CANCELLATION OF NOTICE OF LIEN FOR UNPAID ASSESSMENT

Pursuant to the Declarations of Covenants, Conditions, Restrictions, of WildeWood Sections I-IV Homeowners Association, Inc., filed in the Office of the Register of Deeds for Richland County on March 26, 1998, in Record Book D-1430, at page 221, notice was given by the filing of a Notice of Lien for Unpaid Assessment in the Office of the Register of Deeds for Richland County on November 25, 1998, in Book 241 at page 514, that fees for the administration of WildeWood Sections I-IV Homeowners Association have been assessed against the homeowner listed below, and that a Lien was being filed for unpaid assessments. The assessments as described in the Notice of Lien for Unpaid Assessment have been paid in full. The undersigned as the duly authorized representative of WildeWood Sections I-IV Homeowners Association, Inc., does hereby release and cancel the Notice of Lien for Unpaid Assessment as previously filed against the below named homeowner in Book 241 at page 514.

Merrie & Duncan Grant
Name of Homeowner:

55 Running Fox Road, Columbia, South Carolina 29223
Assessed Property:

January-December 1998 Calendar Year
Assessment Period:

Amount of Assessment: $177.25

Total Due: -0-

Place of Filing: Register of Deeds
Richland County Courthouse
Columbia, South Carolina

Given under the hand and seal of WildeWood Sections I-IV Homeowners Association, Inc., this 23rd day of April, 2003, by its duly authorized representative.

Macy Long
Signature

Property Manager
Title

Book 00785-0550
2003043506 04/23/2003 16 20 50 94 Sat of Unpaid Assesm
Fee: $0.00 County Tax: $0.00 State Tax: $0.00

2003043506 John G. Norris Richland County ROD

**WILDEWOOD CONSOLIDATED
HOMEOWNERS ASSOCIATION, INC.**

NOTICE OF LIEN FOR UNPAID ASSESSMENT

Pursuant to the Declarations of Covenants, Conditions, Restrictions, of WildeWood Consolidated Homeowners Association, Inc. filed in the Office of the Register of Mesne Conveyances for Richland County. Notice is hereby given that fees for the administration of WildeWood Consolidated Homeowners Association have been assessed against the homeowner listed below, which after demand for payment thereof remain unpaid, and that such fees constitute a lien on the assessed property in favor of WildeWood Consolidated Homeowners Association, Inc.

Name of Homeowner:

Pam Smith

Assessed Property:

120 Duck Pond Road **Columbia, South Carolina 29223**

Assessment Period:	Amount of Assessment:
January 1, 2002 to December 31, 2002	**$150.00 + $100.00 Filing Fee**

Place of Filing:		Total Due:
	Register of Mesne Conveyance Richland County Courthouse Columbia, South Carolina	**$250.00**

Given under the hand and seal of WildeWood Consolidated Homeowners Association, Inc. this 6th day of September, 2002.

David A. Peterson
Signature

Agent
Title

Book 00706-0021
2002076980 09/23/2002 15.32.19 51 Unpaid Assesment Lie
Fee: $5.00 County Tax: $0.00 State Tax: $0.00

2002076980 John G. Norris Richland County ROD

WILDEWOOD CONSOLIDATED HOMEOWNERS ASSOCIATION, INC.

CANCELLATION OF NOTICE OF LIEN FOR UNPAID ASSESSMENT

Pursuant to the Declarations of Covenants, Conditions, Restrictions, of WildeWood Consolidated Homeowners Association, Inc., filed in the Office of the Register of Mesne Conveyances for Richland County, notice was given by the filing of a Notice of Lien for Unpaid Assessment in the Office of the Register of Mesne Conveyances for Richland County on September 23, 2002, in Book 00706 at page 0021, that fees for the administration of WildeWood Consolidated Homeowners Association have been assessed against the homeowner listed below, and that a Lien was being filed for unpaid assessments. The assessments as described in the Notice of Lien for Unpaid Assessment have been paid in full. The undersigned as the duly authorized representative of WildeWood Sections Consolidated Homeowners Association, Inc., does hereby release and cancel the Notice of Lien for Unpaid Assessment as previously filed against the below named homeowner in Book 00706 at page 0021.

Pam Smith
Name of Homeowner:

120 Duck Pond Road, Columbia, South Carolina 29223
Assessed Property:

January-December 2002 Calendar Year
Assessment Period: Amount of Assessment:

$250.00

Place of Filing: Register of Deeds
Richland County Courthouse
Columbia, South Carolina

Total Due: -0-

Given under the hand and seal of WildeWood Consolidated Homeowners Association, Inc., this 5th day of January, 2004, by its duly authorized representative.

Mary Long
Signature

Property Manager
Title

Book 00891-2310
2004000883 01/06/2004 09 16 23 94
Fee: $0.00 County Tax: $0.00 State Tax: $0.00
Sat of Unpaid Assesm

2004000883 John G. Norris Richland County ROD

WILLIAMS MULLEN

John Tamasitis
Direct Dial: 803.567.4600
jtamasitis@williamsmullen.com

May 23, 2024

<u>VIA HAND DELIVERY</u>
The Honorable Joseph M. Strickland
Master-in-Equity for Richland County
1701 Main Street
P.O. Box 192
Columbia, South Carolina 29202

Re: James A. Leonard, *et. al* v. WildeWood Sections I-IV Homeowners Association, Inc., C/A No. 2022-CP-40-01147
Amended Proposed Order Granting Defendants' Motion for Summary Judgment

Dear Judge Strickland:

Please find enclosed Defendant Wildewood Sections I-IV Homeowners Association, Inc.'s ("Defendant") <u>amended</u> proposed Order Granting Defendant's Motion for Summary Judgment.

This matter came before you on April 18, 2024 for a hearing in the above-referenced matter. At the hearing, we noted that one of Plaintiffs' claims – namely the Leonards' challenge to the HOA's authority file a lien against the property for unpaid HOA dues and assessments – was brought within the applicable limitations period of three (3) years and was not subject to summary judgment. Following the hearing, the HOA agreed to release its lien. Enclosed herewith is a copy of a Release of Notice of Delinquent Assessment Lien that was filed by the HOA on May 22, 2024 and recorded in the Richland County Register of Deeds in Book 2925 at page 1202 with respect to certain property that is the subject of this lawsuit.

This filing renders Plaintiffs' claims with respect to the lien as moot, and we have updated the proposed order to reflect this position. We are sending a courtesy copy of this correspondence and the proposed order to counsel for Plaintiffs' counsel via email.

Please contact me should you have any questions or comments.

Sincerely,

John G. Tamasitis

cc: Spencer Andrew Syrett, Esq. (via email only)

Enclosures as stated.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No.: 2022-CP-40-01147

James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,

Plaintiffs,

vs.

WildeWood Sections I-IV Homeowners Association, Inc.,

Defendant.

[Amended Proposed] ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

This matter comes before the Court by way of Defendant, WildeWood Sections I-IV Homeowners Association, Inc.'s (the "HOA") Motion for Summary Judgment. Both parties submitted briefing, and the court heard arguments on April 18, 2024. After careful review and consideration, the Court **GRANTS** HOA's Motion.

INTRODUCTION

Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs") brought this declaratory judgment action seeking a declaration from the Court that (1) a January 1998 instrument assigning Wildewood Lot Restrictions, as mentioned in Plaintiffs' deeds and chains of title, to the HOA is invalid, (2) a February 1998 instrument imposing a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions is invalid, (3) the HOA does not have the authority to require Plaintiffs to pay a $40 monthly assessment, and (4) the HOA does not have the authority to file a lien against the Leonards for an unpaid assessment, which lien was filed in the Richland

County Register of Deeds Office on February 8, 2021. (Compl. at ¶ 27). As explained below, Plaintiffs' first three claims are time barred by the relevant statute of limitations because Plaintiffs knew these claims existed for well over three (3) years before filing suit. Plaintiffs' final claim, whether Defendant has the power to file a lien against the Leonards' property for an unpaid assessment, is moot. Therefore, the Court determines that summary judgment in the HOA's favor is appropriate.

RELEVANT FACTUAL BACKGROUND

Plaintiffs James and Sheryl Leonard (the "Leonards") own property at 131 Running Fox Road in Richland County (the "Leonard Property"). (Compl. at ¶ 2). Plaintiffs Merrie and Duncan Grant (the "Grants") own property at 55 Running Fox Road in Richland County (the "Grant Property"). (*Id.* at ¶ 8). Plaintiff Pamela Smith (a/k/a Pamela McFadden) owns property at 120 Duck Road in Richland County (the "Smith Property"). (*Id.* at ¶ 13). All three parcels are in the same neighborhood (Wildewood), and were originally owned, together with the rest of the lots in the neighborhood, by Heath Manning and Donnie Boyd (the "Developers"), who subdivided the property and developed each subdivision in turn.

When an original lot purchaser bought their property from the Developers, the deed contained restrictions that run with the land and that reserved for the Developers the right to alter and amend the restrictions. (*Id.* at ¶¶ 5, 7, 11, 17). When development of each subdivision was near completion, the Developers turned over control of the restrictions to a homeowners' association specific to that subdivision. In 1998, the separate homeowners' associations for the first four subdivisions assigned their rights to Wildewood Sections I-IV Homeowners Association, Inc. (the "HOA"), thus creating one homeowners' association for these four subdivisions.

The assignment from the separate homeowners' associations to the HOA was memorialized in a writing, the Assignment of Covenants, Conditions and Restrictions Affecting Lots in Sections I, II, III, and IV of the Wildewood Subdivision, dated January 19, 1998, and recorded in with the Richland County Register of Deeds on January 26, 1998. (*Id.* at ¶ 19).[1] This assignment was proper because it was based on the restrictions and easements contained in each deed from the Developers to the original lot purchasers. Further, the HOA approved a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions on February 23, 1998, which was recorded on March 26, 1998, with the Richland County Register of Deeds. (*Id.* at ¶ 21).

In August 1985, the Leonards purchased the Leonard Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the deed for the Leonard Property was attached to the HOA's Motion.

In July 1994, Plaintiff Merrie Grant purchased the Grant Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the 1994 deed for the Grant Property was attached to the HOA's Motion. Subsequently, in June 2013, Plaintiff Merrie Grant conveyed the Grant Property to herself and her husband, Plaintiff Duncan Grant, as joint tenants with a right of survivorship. A copy of the 2013 deed for the Grant Property was attached to the HOA's Motion.

In December 2001, Plaintiff Pamela Smith purchased the Smith Property from LaSalle National Bank via a quit-claim deed, which was made without any conditions, restrictions,

[1] Here, and elsewhere within this Order, the Court references matters of public record. The Court takes judicial notice of these facts. *Philips v. Pitt Cnty. Mem. Hosp.*, 572 F.3d 176, 180 (4th Cir. 2009) (finding courts "may properly take judicial notice of matters of public record").

covenants, or easements. A copy of the quit-claim deed for the Smith Property was attached to the HOA's Motion. However, Plaintiff Smith's chain of title contains the same conditions and restrictions as those in the other Plaintiffs' deeds. In November 2003, Smith conveyed a one-half interest in the Smith Property to Douglas McFadden via a quit-claim deed. A copy of that quit-claim deed was attached to the HOA's Motion. Per a divorce decree, Douglas McFadden conveyed his interest in the Smith Property back to Smith in October 2012 via a quit-claim deed. A copy of the 2012 quit-claim deed for the Smith Property was attached to the HOA's Motion.

In 2018, "The Members Club at Wood Creek and Wildewood, LLC," which owned and operated both the Wood Creek and Wildewood golf courses and related amenities in and around the Wildewood neighborhood, went out of business. First Citizens Bank foreclosed on the properties and offered them for sale to the highest bidder. In an effort to preserve and protect property values and the character of the neighborhood, as well as to prevent the foreclosed properties from failing into abandon or disrepair, a group of Wildewood residents (the "Investor Group") approached the several Wildewood homeowners' associations, including the Defendant HOA, with a proposal to raise sufficient annual capital to support the operation and maintenance of the foreclosed properties should the investor group be successful in purchasing the properties from the bank. (*See* Compl. at ¶¶ 22-23).

The Investor Group's proposal included the Investor Group purchasing, repairing, and operating the foreclosed property as a new private club, with a deed restriction to only operate the property as a private club and not sell or develop it for a minimum of 25 years. Additionally, HOA members would receive limited rights to use some of the new club's amenities (access to club pools, golf, tennis, trails, food and beverage services, and other activities not previously included in HOA membership). In exchange for the new club's deed restriction and for the continued

protection of the HOA members' property values, a $40 per month assessment per HOA member would be implemented, billed, and collected by the HOA and paid to the new club (the "Value Preservation Assessment"). Membership in the new club is voluntary and HOA members are not automatically members; they simply have a contractual right to limited use of certain amenities of the new club, if they chose to do so.

In accordance with the HOA's bylaws, the Investor Group's proposal was duly noticed by the HOA to its members, including these Plaintiffs. (Compl. at ¶ 23). Plaintiffs have each admitted that they each received notice of the special vote on the Investor Group's proposal for the Value Preservations Assessment.[2] On November 27, 2018, the HOA's membership—via with a quorum of HOA members in good standing, present and participating or voting by duly authorized proxy—voted to approve and adopt the Investor Group's proposal. Thereafter, a binding agreement consistent with the November 2018 vote was unanimously approved by the HOA (Sections I-IV) board and filed with both the Richland County Register of Deeds and the South Carolina Secretary of State on January 10, 2019.

Plaintiffs actively participated in the HOA since its inception or since they purchased their respective properties. Plaintiffs either acquiesced to the formation of the HOA or chose to purchase property within the HOA. Plaintiffs have voted in HOA elections, voted on various amendments to the HOA covenants, availed themselves of statutes designed to protect members of homeowners' associations, filed complaints to the HOA, and benefited from the enforcement of the HOA's covenants.

[2] On February 1, 2023, Defendant served its First Set of Requests for Admission on Plaintiffs, which were attached to the HOA's Motion, and Plaintiffs did not to respond. Thus, the Requests are deemed admitted. *See* Rule 36(a), SCRCP (stating that requests for admission that the opposing party does not respond to within thirty days are deemed admitted).

For example, on November 26, 2018, Plaintiff Smith filed a complaint with the South Carolina Department of Consumer Affairs in which she alleged the actions taken by the HOA regarding the special vote on the Investor Group's proposal was noncompliant with the HOA's bylaws. In making this complaint, Plaintiff Smith took advantage of a statute specifically designed for the protection of homeowners' association members. The Leonards, in addition to voting on HOA measures in the past, also voted by proxy on the Investor Group's proposal.

STANDARD OF REVIEW

"The purpose of summary judgment is to expedite the disposition of cases which do not require a fact finder." *Englert, Inc. v. LeafGuard USA, Inc.*, 377 S.C. 129, 134, 659 S.E.2d 496, 498 (2008) (quoting *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. Any disagreements over evidence or its meaning must be material, in addition to being both genuine and concerning an issue of fact. *Gibson v. Epting*, 426 S.C. 346, 352, 827 S.E.2d 178, 181 (Ct. App. 2019) ("Only disputes over facts that might affect the outcome of the suit . . . will properly preclude the entry of summary judgment." (alteration in original) (quoting, in parenthetical, *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986))). The Supreme Court has recently clarified the standard of review for summary judgment in *Kitchen Planners, LLC v. Friedman*, Op. No. 28173 (S.C. Sup. Ct. filed Aug. 23, 2023) (Howard Adv. Sh. No. 33 at 17), in which the court stated the "mere scintilla" standard does not apply under Rule 56(c), SCRCP, and stated the proper standard is the "genuine issue of material fact" standard as set forth in the text of

the rule. Material facts are those identified by controlling substantive law as essential elements of claims and defenses. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

As it pertains to the relief requested in the HOA's Motion, none of the material facts with respect Defendant's statute of limitations arguments are in dispute. The relevant three-year statute of limitation is unambiguous. S.C. Code Ann. § 15-3-530. The dates Plaintiffs purchased their properties are not in dispute and neither is the language of the covenants and restrictions in their deeds and chains of title. The HOA's implementation of a $40 monthly assessment due from every HOA member and paid to the new club under the Investor Group's proposal is also undisputed. The purpose and benefits received by Plaintiffs from the $40 monthly assessment is not material to a summary judgment analysis because Plaintiffs contend that they should not have to pay the monthly assessment regardless of what it is for.

ANALYSIS

Section 15-3-530 of the South Carolina Code provides that an action cognizable under this section shall be commenced within three (3) years of the occurrence of the cause of action. The statute of limitations begins to run when a plaintiff knew or should have known a cause of action might exist. *See Anonymous Taxpayer v. S.C. Dep't of Revenue*, 377 S.C. 425, 439, 661 S.E.2d 73, 80 (2008) ("The limitations period begins to run when a party knows or should know, through the exercise of due diligence, that a cause of action might exist."). Here, Plaintiffs' claims all arise out of disputes between themselves as homeowners and the HOA; thus, their claims are subject to the three-year statute of limitation.[3]

[3] At the hearing, Plaintiffs' counsel suggested, but did not argue, that the applicable statute of limitation for the issues presented was 20 years, pursuant to S.C. Code Ann. § 15-3-520(b), because the recordation of the assignment to the HOA and restrictive covenants constitute sealed instruments for the purposes of the statute. Plaintiffs are incorrect. Plaintiffs presented no evidence that the documents at issue were sealed, so as to be subject to the 20-year statute of limitation. "A sealed instrument is defined as 'an instrument to

The Leonards purchased their property in 1985. Plaintiff Merrie Grant purchased her property in 1994. Plaintiff Smith purchased her property in 2001. Plaintiff Merrie Grant conveyed her property to herself and her husband, Plaintiff Duncan Grant, in 2013. The Summons and Complaint were filed in 2022, which is more than three years after each Plaintiff knew or should have known about the restrictions in their deeds. Plaintiffs are charged with the knowledge of the restrictions in their deeds and chains of title when they obtained ownership of their properties. *See Harbison Cmty. Ass'n, Inc v. Mueller*, 319 S.C. 99, 103, 459 S.E.2d 860, 863 (Ct. App. 1995) ("A covenant is enforceable against a subsequent grantee, even if not in the grantee's deed, if the grantee has actual or constructive notice of the covenant."); *id.* ("A homeowner is charged with constructive notice of any restriction properly recorded within the chain of title.").

The Leonards and Merrie Grant knew of the formation of the HOA, and acquiesced to it, through the January 1998 instrument and the February 1998 instrument at the time the instruments were approved, because of their ownership of their properties and their participation in the HOA. Smith and Duncan Grant, at the latest, are charged with the knowledge of the restrictions when they obtained ownership in 2001 and 2013, respectively, which in both cases was after the instruments were approved. Both obtained ownership of their properties knowing of the restrictions on their properties and of the existence of the HOA.

---

which the bound party has affixed a personal seal, usually recognized as providing indisputable evidence of the validity of the underlying obligations.'" *Lyons v. Fidelity Nat. Title Ins. Co.*, 415 S.C. 115, 125, 781 S.E.2d 126, 131-32 (Ct. App. 2015) (quoting *Sealed Instrument*, BLACK'S LAW DICTIONARY (9th ed. 2010)) (alterations omitted); *see also Carolina Marine v. Lasch*, 363 S.C. 169, 609 S.E.2d 648 (Ct. App. 2005) (explaining that a "boilerplate attestation clause, by itself," is not enough to establish the intention of the parties to execute an instrument under seal). Notably, even if the documents at issue were considered "sealed instruments," the statute of limitations would have run on challenging the validity of those documents anyway since they were executed on January 19, 1998 and February 23, 1998, respectively, and the running of the statute would have begun on the date of their execution.

Further, Plaintiffs participated in the HOA through voting in elections and on amendments to the covenants. Plaintiffs, who have submitted prior complaints and concerns to the HOA, now question the HOA's existence because they do not want to pay the $40 monthly assessment that was validly implemented. Plaintiffs all knew of their claims concerning the validity of the January 1998 and February 1998 instruments for well over three years before they filed their Summons and Complaint in March 2022. Thus, the Court finds these claims to be time barred.

Additionally, in November 2018, the HOA notified its members, *including Plaintiffs*, of a vote on the Investor Group's proposal, and on November 27, 2018, the members of the HOA voted to amend its bylaws to allow the HOA to impose the Value Preservation Assessment. The HOA's board approved a binding agreement regarding the Value Preservation Assessment. Plaintiffs filed their summons and complaint challenging the Value Preservation Assessment and enforcement of same on March 4, 2022, which is more than three (3) years after Plaintiffs were notified of the vote and were fully aware that their claim existed before November 27, 2018. Therefore, the Plaintiffs' claims regarding the imposition of the Value Preservation Assessment are also time barred. Because Plaintiffs could have brought suit challenging the authority of the HOA to adopt and approve the Value Preservation Assessment on or after November 27, 2018, the date on which the by-laws were approved, the three-year statute of limitations ran on this claim on November 27, 2021. *See* S.C. Code Ann. 27-30-130(B)(1)(a) (providing that the rules, regulations, and amendments to rules and regulations of a homeowners association are effective upon passage or adoption under South Carolina law).

With regards to whether the HOA had the power to file a lien against the Leonards for failure to pay the Value Preservation Assessment, this Court is informed that the lien at issue was filed by the HOA on February 8, 2021 and recorded in the Richland County Register of Deeds

Office in Book 2584 at page 1247. However, information provided by the HOA after the hearing makes clear that a Release of Notice of Delinquent Assessment Lien was filed by the HOA on May 22, 2024 and recorded the Richland County Register of Deeds in Book 2925 at page 1202. Accordingly, Plaintiff's final claim with regards to the HOA's authority to file the lien is now moot.

CONCLUSION

Because Plaintiffs knew of their claims related to the validity of the 1998 assignments, the restrictive covenants, and the Value Preservation Assessment in excess of three (3) years prior to filing their claims, their claims are barred by the statute of limitation. The Leonards' claims with respect to the lien filed for failure to pay the Value Preservation Assessment are now moot, for the reasons stated above. As there are no genuine issues of material fact in this case with respect to the above discussion, the HOA is entitled to judgment as a matter of law for the reasons set forth above and its Motion for Summary Judgment is granted.

IT IS SO ORDERED.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)))	IN REFERENCE TO LIEN RECORDED AT BOOK 2584, PAGE 1247
WildeWood Sections I-IV Homeowners Association, Inc., Plaintiff, v. James A. Leonard, III and Sheryl A. Leonard, Defendants.	)))))))))))	RELEASE OF NOTICE OF DELINQUENT ASSESSMENT LIEN Book 2925-1202 2024022172 5/22/2024 10:26:43:253 Release of Unpaid Assessment Fee: $10.00 County Tax: $0.00 State Tax: $0.00 2024022172 John T. Hopkins II Richland County R.O.D.

SUBSTITUTION AND RELEASE OF NOTICE OF DELINQUENT ASSESSMENT LIEN

WHEREAS, James A. Leonard, III and Sheryl A. Leonard are the Owners of the Subject Property and WildeWood Sections I-IV Homeowners Association, Inc., is the original lien holder under that certain Notice of Lien for Unpaid Homeowners Assessments, Fees and Annual Dues recorded on February 8, 2021, as instrument number 2021008087 and book/page number 2584-1247 of Official Records in the Office of the Register of Deeds of Richland County, South Carolina, against the Property commonly known as 131 Running Fox Road, Columbia, South Carolina 29223 and described as:

> All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being Northeast of the City of Columbia, County of Richland, State of South Carolina, and being more clearly shown and delineated as LOT 9, BLOCK P, on a plat prepare for James A. Leonard, III and Sheryl A. Leonard, by Cox and Dinkins, Surveyors dated August 3, 1985, and recorded in Plat Book 50 at page 4824, and having such boundaries and dimensions as are shown thereon; reference being craved thereto as often as necessary for a more complete and accurate legal description.
>
> TMS Number: 22810-01-12
>
> Property address: 131 Running Fox Rd., Columbia, SC 29223

NOW THEREFORE, notice is hereby given that THE CLARKSON LAW GROUP, P.C. D/B/A CLARKSON MCALONIS & O'CONNOR, P.C. as Attorney for Association under this document, and in accordance with South Carolina law and the Association's governing documents, hereby releases the Notice of Lien for Unpaid Homeowners Assessments, Fees and Annual Dues referenced herein. WildeWood Sections I-IV Homeowners Association, Inc. avers that the amount owed has not been paid or satisfied and therefore it reserves the right to refile a new lien for the same amounts plus any other amounts due and owing.

The Clarkson Law Group, P.C. d/b/a Clarkson McAlonis & O'Connor, P.C. is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

The reputed owners(s) as reflected on the Notice of Lien for Unpaid Homeowners Assessments, Fees and Annual Dues is (are):
James A. Leonard, III and Sheryl A. Leonard

IN WITNESS WHEREOF, WildeWood Sections I-IV Homeowners Association, Inc., has hereinto set its Hand and Seal, by its undersigned attorney, this the 21st day of May, 2024.

Witness #1 Signature

Witness #2 Signature

By: Sean A. O'Connor
Adam H. Clarkson, Esq. (SC Bar No. 80673)
Sean A. O'Connor, Esq. (SC Bar No. 68382)
Meredith A. Hodges, Esq. (SC Bar No. 106074)
The Clarkson Law Group, P.C. d/b/a Clarkson McAlonis & O'Connor, P.C.
3300 W. Montague Avenue, Suite 211
North Charleston, SC 29418
Ph: (843) 885-8005
aclakrson@cmolawpc.com
soconnor@cmolawpc.com
mhodges@cmolawpc.com
Attorneys for WildeWood Sections I-IV Homeowners Association, Inc.

[ACKNOWLEDGEMENT ON SUBSEQUENT PAGE]

NOTICE AND CERTIFICATE OF RELEASE OF NOTICE OF UNPAID FEES, DUES & ASSESSMENTS

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named WildeWood Sections I-IV Homeowners Association, Inc., by and through its attorney and authorized agent, Adam H. Clarkson, Esq., or Sean A. O'Connor, Esq., or Meredith Hodges, Esq., sign, seal and as its act and deed, deliver the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or a beneficiary of the transaction.

Tyrene Fields
Witness 1 Signature

Tyrene Fields
Witness 1 Printed Name

Acknowledged, sworn to and subscribed before me

This, the 21st day of May, 2024.

Anne McDougal
Notary Public for the State of South Carolina
My Commission expire: 04/23/2034

ANNE MCDOUGAL
NOTARY
PUBLIC
SOUTH CAROLINA

When Recorded, Mail To:
WildeWood Sections I-IV Homeowners Association, Inc.
c/o Clarkson McAlonis & O'Connor, P.C.
3300 W. Montague Avenue, Suite 211
North Charleston, SC 29418
(843) 885-8005
A.P.N./T.M.S. 22810-01-12
T.S. No.: 1349.00017

WILLIAMS MULLEN

John Tamasitis
Direct Dial: 803.567.4600
jtamasitis@williamsmullen.com

May 20, 2024

<u>VIA HAND DELIVERY</u>
The Honorable Joseph M. Strickland
Master-in-Equity for Richland County
1701 Main Street
P.O. Box 192
Columbia, South Carolina 29202

Re: James A. Leonard, *et. al* v. WildeWood Sections I-IV Homeowners Association, Inc., C/A No. 2022-CP-40-01147
Proposed Order Granting Defendants' Motion for Summary Judgment

Dear Judge Strickland:

Please find enclosed Defendant Wildewood Sections I-IV Homeowners Association, Inc.'s ("Defendant") proposed Order Granting Defendant's Motion for Summary Judgment, In Part. This matter came before you on April 18, 2024 for a hearing in the above-referenced matter. Following the hearing, your Honor instructed counsel for the parties to submit proposed orders to your Chambers within 30 days following the hearing. We are sending a courtesy copy of this correspondence and the proposed order to counsel for Plaintiffs via email.

Please contact me should you have any questions or comments.

Sincerely,

John G. Tamasitis

cc: Spencer Andrew Syrett, Esq. (via email only)

Enclosures as stated.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT Civil Action No.: 2022-CP-40-01147
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith, Plaintiffs, vs. WildeWood Sections I-IV Homeowners Association, Inc., Defendant.	)	**[Proposed] ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, IN PART**

This matter comes before the Court by way of Defendant, WildeWood Sections I-IV Homeowners Association, Inc.'s (the "HOA") Motion for Summary Judgment. Both parties submitted briefing, and the court heard arguments on April 18, 2024. After careful review and consideration, the Court **GRANTS** HOA's Motion, in part.

INTRODUCTION

Plaintiffs James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith (collectively, "Plaintiffs") brought this declaratory judgment action seeking a declaration from the Court that (1) a January 1998 instrument assigning Wildewood Lot Restrictions, as mentioned in Plaintiffs' deeds and chains of title, to the HOA is invalid, (2) a February 1998 instrument imposing a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions is invalid, (3) the HOA does not have the authority to require Plaintiffs to pay a $40 monthly assessment, and (4) the HOA does not have the authority to file a lien against the Leonards for an unpaid assessment, which lien was filed in the Richland

County Register of Deeds Office on February 8, 2021. (Compl. at ¶ 27). As explained below, Plaintiffs' first three claims are time barred by the relevant statute of limitations because Plaintiffs knew these claims existed for well over three (3) years before filing suit. Plaintiffs' final claim, whether Defendant has the power to file a lien against the Leonards' property for an unpaid assessment is not time barred. Therefore, the Court determines that summary judgment in the HOA's favor is appropriate, in part.

RELEVANT FACTUAL BACKGROUND

Plaintiffs James and Sheryl Leonard (the "Leonards") own property at 131 Running Fox Road in Richland County (the "Leonard Property"). (Compl. at ¶ 2). Plaintiffs Merrie and Duncan Grant (the "Grants") own property at 55 Running Fox Road in Richland County (the "Grant Property"). (*Id.* at ¶ 8). Plaintiff Pamela Smith (a/k/a Pamela McFadden) owns property at 120 Duck Road in Richland County (the "Smith Property"). (*Id.* at ¶ 13). All three parcels are in the same neighborhood (Wildewood), and were originally owned, together with the rest of the lots in the neighborhood, by Heath Manning and Donnie Boyd (the "Developers"), who subdivided the property and developed each subdivision in turn.

When an original lot purchaser bought their property from the Developers, the deed contained restrictions that run with the land and that reserved for the Developers the right to alter and amend the restrictions. (*Id.* at ¶¶ 5, 7, 11, 17). When development of each subdivision was near completion, the Developers turned over control of the restrictions to a homeowners' association specific to that subdivision. In 1998, the separate homeowners' associations for the first four subdivisions assigned their rights to Wildewood Sections I-IV Homeowners Association, Inc. (the "HOA"), thus creating one homeowners' association for these four subdivisions.

The assignment from the separate homeowners' associations to the HOA was memorialized in a writing, the Assignment of Covenants, Conditions and Restrictions Affecting Lots in Sections I, II, III, and IV of the Wildewood Subdivision, dated January 19, 1998, and recorded in with the Richland County Register of Deeds on January 26, 1998. (*Id.* at ¶ 19).[1] This assignment was proper because it was based on the restrictions and easements contained in each deed from the Developers to the original lot purchasers. Further, the HOA approved a Declaration of Covenants, Conditions and Restrictions as an amendment to the Wildewood Lot Restrictions on February 23, 1998, which was recorded on March 26, 1998, with the Richland County Register of Deeds. (*Id.* at ¶ 21).

In August 1985, the Leonards purchased the Leonard Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the deed for the Leonard Property was attached to the HOA's Motion.

In July 1994, Plaintiff Merrie Grant purchased the Grant Property subject to conditions and restrictions that are appurtenant to and run with the land and which the Developers reserved the right to alter, amend or release. A copy of the 1994 deed for the Grant Property was attached to the HOA's Motion. Subsequently, in June 2013, Plaintiff Merrie Grant conveyed the Grant Property to herself and her husband, Plaintiff Duncan Grant, as joint tenants with a right of survivorship. A copy of the 2013 deed for the Grant Property was attached to the HOA's Motion.

In December 2001, Plaintiff Pamela Smith purchased the Smith Property from LaSalle National Bank via a quit-claim deed, which was made without any conditions, restrictions,

[1] Here, and elsewhere within this Order, the Court references matters of public record. The Court takes judicial notice of these facts. *Philips v. Pitt Cnty. Mem. Hosp.*, 572 F.3d 176, 180 (4th Cir. 2009) (finding courts "may properly take judicial notice of matters of public record").

covenants, or easements. A copy of the quit-claim deed for the Smith Property was attached to the HOA's Motion. However, Plaintiff Smith's chain of title contains the same conditions and restrictions as those in the other Plaintiffs' deeds. In November 2003, Smith conveyed a one-half interest in the Smith Property to Douglas McFadden via a quit-claim deed. A copy of that quit-claim deed was attached to the HOA's Motion. Per a divorce decree, Douglas McFadden conveyed his interest in the Smith Property back to Smith in October 2012 via a quit-claim deed. A copy of the 2012 quit-claim deed for the Smith Property was attached to the HOA's Motion.

In 2018, "The Members Club at Wood Creek and Wildewood, LLC," which owned and operated both the Wood Creek and Wildewood golf courses and related amenities in and around the Wildewood neighborhood, went out of business. First Citizens Bank foreclosed on the properties and offered them for sale to the highest bidder. In an effort to preserve and protect property values and the character of the neighborhood, as well as to prevent the foreclosed properties from failing into abandon or disrepair, a group of Wildewood residents (the "Investor Group") approached the several Wildewood homeowners' associations, including the Defendant HOA, with a proposal to raise sufficient annual capital to support the operation and maintenance of the foreclosed properties should the investor group be successful in purchasing the properties from the bank. (*See* Compl. at ¶¶ 22-23).

The Investor Group's proposal included the Investor Group purchasing, repairing, and operating the foreclosed property as a new private club, with a deed restriction to only operate the property as a private club and not sell or develop it for a minimum of 25 years. Additionally, HOA members would receive limited rights to use some of the new club's amenities (access to club pools, golf, tennis, trails, food and beverage services, and other activities not previously included in HOA membership). In exchange for the new club's deed restriction and for the continued

protection of the HOA members' property values, a $40 per month assessment per HOA member would be implemented, billed, and collected by the HOA and paid to the new club (the "Value Preservation Assessment"). Membership in the new club is voluntary and HOA members are not automatically members; they simply have a contractual right to limited use of certain amenities of the new club, if they chose to do so.

In accordance with the HOA's bylaws, the Investor Group's proposal was duly noticed by the HOA to its members, including these Plaintiffs. (Compl. at ¶ 23). Plaintiffs have each admitted that they each received notice of the special vote on the Investor Group's proposal for the Value Preservations Assessment.[2] On November 27, 2018, the HOA's membership—via with a quorum of HOA members in good standing, present and participating or voting by duly authorized proxy—voted to approve and adopt the Investor Group's proposal. Thereafter, a binding agreement consistent with the November 2018 vote was unanimously approved by the HOA (Sections I-IV) board and filed with both the Richland County Register of Deeds and the South Carolina Secretary of State on January 10, 2019.

Plaintiffs actively participated in the HOA since its inception or since they purchased their respective properties. Plaintiffs either acquiesced to the formation of the HOA or chose to purchase property within the HOA. Plaintiffs have voted in HOA elections, voted on various amendments to the HOA covenants, availed themselves of statutes designed to protect members of homeowners' associations, filed complaints to the HOA, and benefited from the enforcement of the HOA's covenants.

[2] On February 1, 2023, Defendant served its First Set of Requests for Admission on Plaintiffs, which were attached to the HOA's Motion, and Plaintiffs did not to respond. Thus, the Requests are deemed admitted. *See* Rule 36(a), SCRCP (stating that requests for admission that the opposing party does not respond to within thirty days are deemed admitted).

For example, on November 26, 2018, Plaintiff Smith filed a complaint with the South Carolina Department of Consumer Affairs in which she alleged the actions taken by the HOA regarding the special vote on the Investor Group's proposal was noncompliant with the HOA's bylaws. In making this complaint, Plaintiff Smith took advantage of a statute specifically designed for the protection of homeowners' association members. The Leonards, in addition to voting on HOA measures in the past, also voted by proxy on the Investor Group's proposal.

STANDARD OF REVIEW

"The purpose of summary judgment is to expedite the disposition of cases which do not require a fact finder." *Englert, Inc. v. LeafGuard USA, Inc.*, 377 S.C. 129, 134, 659 S.E.2d 496, 498 (2008) (quoting *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. Any disagreements over evidence or its meaning must be material, in addition to being both genuine and concerning an issue of fact. *Gibson v. Epting*, 426 S.C. 346, 352, 827 S.E.2d 178, 181 (Ct. App. 2019) ("Only disputes over facts that might affect the outcome of the suit . . . will properly preclude the entry of summary judgment." (alteration in original) (quoting, in parenthetical, *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986))). The Supreme Court has recently clarified the standard of review for summary judgment in *Kitchen Planners, LLC v. Friedman*, Op. No. 28173 (S.C. Sup. Ct. filed Aug. 23, 2023) (Howard Adv. Sh. No. 33 at 17), in which the court stated the "mere scintilla" standard does not apply under Rule 56(c), SCRCP, and stated the proper standard is the "genuine issue of material fact" standard as set forth in the text of

the rule. Material facts are those identified by controlling substantive law as essential elements of claims and defenses. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

As it pertains to the relief requested in the HOA's Motion, none of the material facts with respect Defendant's statute of limitations arguments are in dispute. The relevant three-year statute of limitation is unambiguous. S.C. Code Ann. § 15-3-530. The dates Plaintiffs purchased their properties are not in dispute and neither is the language of the covenants and restrictions in their deeds and chains of title. The HOA's implementation of a $40 monthly assessment due from every HOA member and paid to the new club under the Investor Group's proposal is also undisputed. The purpose and benefits received by Plaintiffs from the $40 monthly assessment is not material to a summary judgment analysis because Plaintiffs contend that they should not have to pay the monthly assessment regardless of what it is for.

ANALYSIS

Section 15-3-530 of the South Carolina Code provides that an action cognizable under this section shall be commenced within three (3) years of the occurrence of the cause of action. The statute of limitations begins to run when a plaintiff knew or should have known a cause of action might exist. *See Anonymous Taxpayer v. S.C. Dep't of Revenue*, 377 S.C. 425, 439, 661 S.E.2d 73, 80 (2008) ("The limitations period begins to run when a party knows or should know, through the exercise of due diligence, that a cause of action might exist."). Here, Plaintiffs' claims all arise out of disputes between themselves as homeowners and the HOA; thus, their claims are subject to the three-year statute of limitation.[3]

[3] At the hearing, Plaintiffs' counsel suggested, but did not argue, that the applicable statute of limitation for the issues presented was 20 years, pursuant to S.C. Code Ann. § 15-3-520(b), because the recordation of the assignment to the HOA and restrictive covenants constitute sealed instruments for the purposes of the statute. Plaintiffs are incorrect. Plaintiffs presented no evidence that the documents at issue were sealed, so as to be subject to the 20-year statute of limitation. "A sealed instrument is defined as 'an instrument to

The Leonards purchased their property in 1985. Plaintiff Merrie Grant purchased her property in 1994. Plaintiff Smith purchased her property in 2001. Plaintiff Merrie Grant conveyed her property to herself and her husband, Plaintiff Duncan Grant, in 2013. The Summons and Complaint were filed in 2022, which is more than three years after each Plaintiff knew or should have known about the restrictions in their deeds. Plaintiffs are charged with the knowledge of the restrictions in their deeds and chains of title when they obtained ownership of their properties. *See Harbison Cmty. Ass'n, Inc v. Mueller*, 319 S.C. 99, 103, 459 S.E.2d 860, 863 (Ct. App. 1995) ("A covenant is enforceable against a subsequent grantee, even if not in the grantee's deed, if the grantee has actual or constructive notice of the covenant."); *id.* ("A homeowner is charged with constructive notice of any restriction properly recorded within the chain of title.").

The Leonards and Merrie Grant knew of the formation of the HOA, and acquiesced to it, through the January 1998 instrument and the February 1998 instrument at the time the instruments were approved, because of their ownership of their properties and their participation in the HOA. Smith and Duncan Grant, at the latest, are charged with the knowledge of the restrictions when they obtained ownership in 2001 and 2013, respectively, which in both cases was after the instruments were approved. Both obtained ownership of their properties knowing of the restrictions on their properties and of the existence of the HOA.

---

which the bound party has affixed a personal seal, usually recognized as providing indisputable evidence of the validity of the underlying obligations.'" *Lyons v. Fidelity Nat. Title Ins. Co.*, 415 S.C. 115, 125, 781 S.E.2d 126, 131-32 (Ct. App. 2015) (quoting *Sealed Instrument*, BLACK'S LAW DICTIONARY (9th ed. 2010)) (alterations omitted); *see also Carolina Marine v. Lasch*, 363 S.C. 169, 609 S.E.2d 648 (Ct. App. 2005) (explaining that a "boilerplate attestation clause, by itself," is not enough to establish the intention of the parties to execute an instrument under seal). Notably, even if the documents at issue were considered "sealed instruments," the statute of limitations would have run on challenging the validity of those documents anyway since they were executed on January 19, 1998 and February 23, 1998, respectively, and the running of the statute would have begun on the date of their execution.

Further, Plaintiffs participated in the HOA through voting in elections and on amendments to the covenants. Plaintiffs, who have submitted prior complaints and concerns to the HOA, now question the HOA's existence because they do not want to pay the $40 monthly assessment that was validly implemented. Plaintiffs all knew of their claims concerning the validity of the January 1998 and February 1998 instruments for well over three years before they filed their Summons and Complaint in March 2022. Thus, the Court finds these claims to be time barred.

Additionally, in November 2018, the HOA notified its members, *including Plaintiffs*, of a vote on the Investor Group's proposal, and on November 27, 2018, the members of the HOA voted to amend its bylaws to allow the HOA to impose the Value Preservation Assessment. The HOA's board approved a binding agreement regarding the Value Preservation Assessment. Plaintiffs filed their summons and complaint challenging the Value Preservation Assessment and enforcement of same on March 4, 2022, which is more than three (3) years after Plaintiffs were notified of the vote and were fully aware that their claim existed before November 27, 2018. Therefore, the Plaintiffs' claims regarding the imposition of the Value Preservation Assessment are also time barred. Because Plaintiffs could have brought suit challenging the authority of the HOA to adopt and approve the Value Preservation Assessment on or after November 27, 2018, the date on which the by-laws were approved, the three-year statute of limitations ran on this claim on November 27, 2021. *See* S.C. Code Ann. 27-30-130(B)(1)(a) (providing that the rules, regulations, and amendments to rules and regulations of a homeowners association are effective upon passage or adoption under South Carolina law).

With regards to whether the HOA had the power to file a lien against a homeowner for failure to pay the Value Preservation Assessment, this Court is informed that the lien at issue was filed by the HOA on February 8, 2021 and recorded in the Richland County Register of Deeds

Office in Book 2584 at page 1247. Accordingly, that specific claim is not time barred as the Complaint was filed within the three-year statute of limitation.

CONCLUSION

Because Plaintiffs knew of their claims related to the validity of the 1998 assignments, the restrictive covenants, and the Value Preservation Assessment in excess of three (3) years prior to filing their claims, their claims are barred by the statute of limitation. The Leonards' claims with respect to the lien filed for failure to pay the Value Preservation Assessment is timely. There are no genuine issue of material fact in this case with respect to the above discussion and, therefore, the HOA is entitled to judgment as a matter of law for the reasons set forth above and its Motion for Summary Judgment is granted, in part.

IT IS SO ORDERED.

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
NONPROFIT CORPORATION
ARTICLES OF AMENDMENT

Jim Miles
SECRETARY OF STATE
FILED
DEC 02 1997
AM 7 8 9 10 11 12 1 2 3 4 5 6

Pursuant to the provisions of § 33-31-1005 of the 1976 South Carolina Code, as amended, the applicant delivers to the Secretary of State these articles of amendment.

1. The name of the nonprofit corporation is OLDE WILDEWOOD HOMEOWNERS ASSOCIATION, INC. -NKA- WILDEWOOD SECTIONS I-IV HOMEOWNERS ASSOCIATION, INC.

2. Specify (a) the text of every amendment adopted, and (b) list when each amendment was adopted:

   (a) Name changed from Olde WildeWood Homeowners Association, Inc.

   (b) Eight (8) page attachment to original Articles of Incorporation deleted.

   (c) Amendments adopted effective from date of these Articles of Amendment.

3. [X] By checking this paragraph #3 the applicant represents that (a) approval of the amendment by the members was not required, and (b) that the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #3 if member vote was required or if the required vote of directors or incorporators was not obtained.)

4. If the approval of the members was required to adopt the amendment(s), provide the following information:

   (a) Designation (Classes of Membership)

   ____

   (b) Number of memberships outstanding

   ____

   (c) Number of votes entitled to be cast by each class entitled to vote separately on the amendment: ______________________

   (d) Number of votes of each class indisputably voting on the amendment:

   ____

   (e) Complete one of the following as appropriate:
   (i) Total number of votes cast for and against the amendment by each class entitled to vote separately: ______________________

   (ii) Total number of undisputed votes cast for the amendment by each class which was sufficient for approval for that class:

   ____

5. [ ] By checking this paragraph #5 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 South Carolina Code, as amended, and that the approval was obtained. (Do not mark paragraph #5 if either of these statements is not true.)

6. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself: ____
____
____

7. [ ] If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #7 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

Date: ____________________

BY: ____________________
DOUGLAS BRIDGES

DOUGLAS BRIDGES - PRESIDENT

BY: ____________________
JIM PETTY, JR.

JIM PETTY, JR. - SECRETARY

By: ____________________
(Signature of Officer) JAMES McHONE

JAMES McHONE - VICE PRESIDENT
(Type or Print Name & Office)

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.

2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.

3. This form must be accompanied by the filing fee of $10.00 payable to the Secretary of State.

Form Approved by South Carolina
Secretary of State Jim Miles
June, 1994

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ARTICLES OF AMENDMENT

WHEREAS, the non-profit corporation known as Olde Wildewood Homeowners Association, Inc. was incorporated on April 15, 1996, by the filing of Articles of Incorporation in the Office of the Secretary of State for the State of South Carolina; and

WHEREAS, the original incorporators of the corporation were Douglas Bridges, James McHone, and Jim Petty, Jr.; and

WHEREAS, prior to formal acceptance of amy membership in the corporation and prior to the adoption of by-laws, the original incorporators desire to adopt certain Amendments to the Articles of Incorporation of the corporation.

NOW, THEREFORE, the undersigned original incorporators hereby adopt the following Amendments to the Articles of Incorporation filed in the Office of the Secretary of State for the State of South Carolina on April 15, 1996:

1. The name of the corporation shall be and is hereby changed from Olde Wildewood Homeowners Association, Inc. to Wildewood Sections I-IV Homeowners Association, Inc.

2. The eight (8) page attachment to the original Articles of Incorporation, a copy of said attachment being attached hereto and incorporated herein, is hereby deleted from the Articles of Incorporation.

3. The effective dated of these Amendments to the Articles of Incorporation shall be the date on which these Amendments are signed by the original incorporators, as set forth below.

IN WITNESS WHEREOF, the undersigned original incorporators have set their hands and seals this 30th day of Aprl, 1997.

Patricia S McClaren
AS TO DOUGLAS BRIDGES

AS TO DOUGLAS BRIDGES

Douglas Bridges
AS TO JAMES McHONE

AS TO JAMES McHONE

Douglas Bridges
AS TO JIM PETTY, JR.

AS TO JIM PETTY, JR.

Douglas Bridges (SEAL)
DOUGLAS BRIDGES-INCORPORATOR

James S McHone (SEAL)
JAMES McHONE-INCORPORATOR

Jim Petty, Jr (SEAL)
JIM PETTY, JR.-INCORPORATOR

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED BEFORE ME Douglas Bridges and made oath that s/he saw the within named JAMES McHONE, sign, seal and as his/her act and deed, deliver the within ARTICLES OF AMENDMENT for the uses and purposes therein mentioned, and that s/he with Jim T. McL[illegible] witnessed the execution thereof.

SWORN to and subscribed before me this 30 day of [illegible], 1997.

[signature]

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4-11-2006

Douglas Bridges

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED BEFORE ME Patricia S. McLaren and made oath that s/he saw the within named DOUGLAS BRIDGES, sign, seal and as his/her act and deed, deliver the within ARTICLES OF AMENDMENT ~~for~~ the uses and purposes therein mentioned, and that s/he with James T. McCown witnessed the execution thereof.

SWORN to and subscribed before me this 30 day of April 1997.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4-16-2006

Patricia S. McLaren

Instrument Number: 2019077200 Book/Page: R 2437/1844 Date Time: 10/16/2019 11:51:20:890

Book 2437-1844

2019077200 10/16/2019 11:51:20:890 Declaration of Covenants

Fee: $25.00 County Tax: $0.00 State Tax: $0.00

2019077200 John T. Hopkins II Richland County R.O.D.

After Recording, Return To:
William O. Higgins, Esquire
Graybill, Lansche & Vinzani, LLC
2721 Devine Street
Columbia, South Carolina 29205

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

DECLARATION OF USE RESTRICTIONS

This Declaration of Use Restrictions (the "Declaration") is made and entered as of the 30th day of September, 2019, by **Wildewood Community Partners Group, Inc.**, a South Carolina corporation ("Declarant").

WHEREAS, by virtue of that certain Master In Equity Deed dated September 27, 2019, and recorded September 27, 2019, in the Office of the Register of Deeds for Richland County, South Carolina, in Book 2432 at page 1602, Declarant is the owner of that certain real property located in Richland County, South Carolina (the "Property"), more particularly described on **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Property includes the WildeWood golf course, club house, tennis facility, swimming pool facility, and related amenities, all of which are collectively referred to as the "WildeWood Club"; and

WHEREAS, Declarant has entered into an agreement with various Homeowners Associations within the WildeWood community (collectively, the "HOAs") for neighborhoods adjacent to or near the Property (the "HOA Agreement"); and

WHEREAS, the relevant terms of the HOA Agreement are incorporated herein by reference; and

WHEREAS, in connection with the HOA Agreement and in consideration of the obligations of the HOAs pursuant to the HOA Agreement, Declarant has agreed to impose certain use restrictions on the Property as set forth herein for the purpose of preserving the WildeWood Club;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby declares, on behalf of itself and its successors and assigns, the following:

1. Incorporation of Recitals. The foregoing recitals are not merely recitals, but form an integral part of this Declaration and are incorporated herein and made a part of this Declaration.

2. Establishment of Use Restrictions. Subject to Declarant's rights to modify or amend the use restrictions as hereinafter provided, Declarant does hereby declare that the Property shall be owned, held, transferred, sold, conveyed, mortgaged, given, donated, leased, occupied, possessed, and used solely for the operation of a private or semi-private golf, tennis, and swim club with related amenities, subject to all applicable zoning ordinances and to the terms and conditions of the HOA Agreement.

3. Term; Amendment. This Declaration and the restrictions set forth herein shall run with title to the Property, and bind all land within the Property, but only for a term beginning on the date this Declaration is filed for record in the real property records of Richland County, South Carolina, and ending on January 1, 2045. This Declaration may be modified or amended by Declarant, its successors and assigns, but only in accordance with Section 8 of the HOA Agreement.

4. Recordation of Declaration and Amendments. This Declaration, and any amendment, modification, or revision thereto, shall not be effective until filed for record in the real property records of Richland County, South Carolina.

5. Binding Effect. Except as otherwise provided herein, all provisions of this Declaration shall be binding upon, inure to the benefit of, and be enforceable by and against Declarant and its successors and assigns, and against every person and/or entity now or hereafter occupying, entering upon, and/or acquiring an interest in or lien upon the Property, each of who, by the acceptance of any interest in any portion of the Property, shall and do thereby agree and covenant to comply with and abide by this Declaration.

6. Severability. If any of the restrictions or terms of this Declaration shall be found void or unenforceable for any reason whatsoever by any court of law or of equity, then every other restriction or term contained herein shall remain valid, binding, and enforceable to the fullest extent permitted by law.

7. Enforcement of Use Restrictions.

a. Declarant, and its successors and assigns, shall have the right to enforce any and all of the restrictions set forth in this Declaration against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the restrictions contained herein and to recover damages for the breach or violation thereof. Declarant agrees that a violation of the restrictions contained herein may result in an immediate, irreparable harm for which money damages alone are not adequate.

b. Additionally, subject in all respects to the terms and conditions of the HOA Agreement, the HOAs, or any of them, shall have the same enforcement rights as described in Section 7a. above.

8. Captions; Singular, Plural and Gender. The section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include the singular and plural and any gender as the context requires.

9. Successors and Assigns. This Declaration shall be binding upon Declarant and its successors and assigns.

10. Governing Law. This Declaration shall be governed by and enforced in accordance with the laws of the State of South Carolina.

11. Priority of Declaration; Subordination by Mortgagees. The restrictions set forth in this Declaration shall be prior and superior to each and every mortgage lien encumbering the Property or any portion thereof.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Protective Covenant as of the day and year first above written.

WITNESSES:	**DECLARANT:**
	WILDEWOOD COMMUNITY PARTNERS GROUP, INC.
______________________	BY: ______________________
______________________	Stephen A. Francis, President

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF RICHLAND)

I, WILLIAM O. HIGGINS, a Notary Public of South Carolina, do certify that **Stephen A. Francis, the President of Wildewood Community Partners Group, Inc.**, the Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notary seal this 30th day of September, 2019.

______________________ (L.S.)
Notary Public for South Carolina
Printed Notary Name: WILLIAM O. HIGGINS
My Commission Expires: May 14, 2023

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL TWO – WILDEWOOD CLUB FACILITIES

All those certain pieces, parcels or tracts of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being more fully shown and delineated as parcel "A" containing 88.60 acres; Parcel "B" containing 7.28 acres; Parcel "C" containing 3.21 acres; Parcel "D" containing 6.90 acres; Parcel "E" containing 19.23 acres; Parcel "F" containing 10.64 acres; Parcel "G" containing 7.98 acres; Parcel "H" containing 16.96 acres; and Parcel "12B" containing 0.02 acre, which contains an aggregate of 160.82 acres, as shown on a Plat prepared for Stonehenge Golf Development Company, LLC, by United Design Services, Inc. dated December 31, 1996 and recorded in the Office of the Register of Deeds for Richland County, South Carolina (the "ROD Office") in Plat Book 56, at pages 7064 and 7065 on January 30, 1997 and having such metes and bounds as will be shown by reference to said Plat. This Plat has been rerecorded January 20, 2009 in the ROD Office in Plat Book 1488, at page 513. The metes and bounds as shown on said Plat are incorporated herein by reference.

TOGETHER WITH all right, title and interest in that certain Golf Cart Easement granted to Grantor dated January 29, 1997 and recorded in the ROD Office in Deed Book D1362, at page 670.

TOGETHER WITH all right, title and interest in that certain Water Rights Easements and Agreement granted to Grantor dated January 29, 1997 and recorded in the ROD Office in Deed Book D1362 at Page 675.

TMS # R22716-01-01
TMS # R22810-03-03 (Parcel 12B)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-In-Equity

RECEIVED
JUN 25 2025
SC Court of Appeals

Case No. 2022-CP-40-1147

James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,..Appellants,

v.

WildeWood Sections I-IV Homeowners Association, Inc.,..................................Respondent.

CERTIFICATE OF COUNSEL

Counsel certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/ Allen Bullard
ALLEN BULLARD
S.C. Bar # 64915
Montgomery Willard, LLC
Post Office Box 11886
Columbia, South Carolina 29211
(803) 779-3500

Attorney for Appellants

June 16, 2025.