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Jul 15 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-In-Equity

Case No. 2022-CP-40-1147
Appellate Case No. 2024-002070

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.

PETITION FOR REHEARING

Appellants, by and through undersigned attorney, pursuant to SCACR 221(a) does hereby petition the Court for a rehearing of the Order of the Court of Appeals, Unpublished Opinion No. 2026-UP-339, filed July 1, 2026. The grounds for this motion are that the Court misapprehended or overlooked the following:

1. Issue 2: Appellants argument that even though the underlying documents did not have a seal visibly attached to them, the intent of the parties was to create sealed documents was preserved for appellate review. As the Court noted in its ruling on Issue 1, there is no question Appellants argued before the lower court that a 20-year statute of limitations applied in this matter because the documents upon which Respondent based its authority to act were sealed

instruments. Appellant's counsel before the lower court argued, "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." (ROA, p. 81, ll. 7-9). Respondent acknowledged said argument and provided argument against its application and in favor of application of the three-year statute. (ROA, p. 81, l. 20 - p. 83, l. 11). Further, although in its order the lower court erroneously found that the material facts regarding Respondent's statute of limitations argument were not in dispute, it also acknowledged, as this Court has, that Appellants, did, in fact, argue that the 20-year, sealed instrument statute of limitations applied. (ROA, p. 7; pp. 7-8, footnote 3).

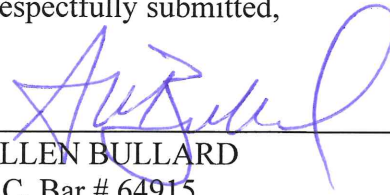
Since the documents in question were before the lower court or matters of public record, which the lower court acknowledged reviewing and referenced in its order (ROA p. 3, footnote 1), and the law cited by Appellants in its brief well settled, the issue was preserved for appellate review. All the relevant, underlying documents before the court were either photocopies of the originals or the scanned versions on file with the Register of Deeds. Since the only available versions of the underlying documents were photocopies or scanned copies, it hardly seems equitable to claim Appellants did not raise the argument made in its brief regarding alternative indicia of the sealed nature of the instruments, as it was the only argument counsel could have been advancing at the motion hearing, given examination of the original documents for physical seals was not possible. Taken in the light most favorable to the Appellants, the issue was preserved for appellate review

2. Issue 2: On two occasions in support of upholding the lower court's decision on issue 2 the Court cited the following language from S.C. Code Ann. § 15-3-530(1): "an action upon a contract, obligation, or liability, express or implied" is subject to a three-year statute of limitations. However, the final clause of that section says, "excepting those provided for in

Section 15-3-520.” S.C. Code Ann. § 15-3-520 is the statute which provides for a twenty-year statute of limitations for sealed instruments. Thus, even when a three-year statute of limitations might normally apply, such as when interpretation of a restrictive covenant is at issue, a twenty-year statute would apply if it were in a sealed instrument. *Cf.*, *Walbeck v. I’On Co., LLC*, 426 S.C. 494, 827 S.E.2d 348, (Ct. App. 2018), *rev’d in part, aff’d*, 439 S.C. 568, 889 S.E.2d 537, 2023 (2023); *Loflin v. BMP Dev., LP*, 427 S.C. 580, 832 S.E.2d 294, (Ct. App. 2019), *modified in part, aff’d*, 432 S.C. 246, 851 S.E.2d 713 (2020).

3. Issue 2: The Court cited S.C. Code Ann. § 27-30-130(B)(1) for the proposition that homeowner association rules are effective upon passage or adoption and found that the three-year statute of limitations for the resolution at issue in this matter would have begun to run on November 27, 2018, the date of the membership vote. The evidence before the lower court was that the resolution was not approved to sometime thereafter by the HOA Board and filed with the Register of Deeds and secretary of State in January 2019. (ROA, p. 140). In addition, the evidence before the lower court also conclusively showed that the effectiveness of the resolution at issue in this matter was conditioned upon the purchase of certain property by the Wildwood Investor Group, a condition that was not fulfilled until September 2019. (ROA, p. 103, ll. 16-19). Thus, taking the evidence in the light most favorable to Appellants, even under a three-year statute of limitations, one which started to run in September 2019, challenges to the resolution would have been timely when this action was filed in March 2022.

Respectfully submitted,



ALLEN BULLARD

S.C. Bar # 64915

Montgomery Willard, LLC

Post Office Box 11886

Columbia, South Carolina 29211

(803) 779-3500

(803) 799-2755 (fax)

abullard@montgomerywillard.com

Attorney for Appellants

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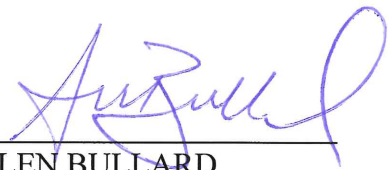
James A. Leonard, III, Sheryl A. Leonard, Merrie P. Grant, G. Duncan Grant, and Pamela K. Smith,.....Appellants,

v.

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

PROOF OF SERVICE

I certify that I have served Appellants' Petition for Rehearing on Respondent by email pursuant to Rule 262(a)(3), SCACR, by emailing a copy of Appellants' Petition for Rehearing to the primary email addresses listed in the Attorney Information System for all of Respondent's counsel. A copy of the email transmitting Appellants' Petition for Rehearing follows this Proof of Service.


ALLEN BULLARD
S.C. Bar # 64915
Montgomery Willard, LLC
Post Office Box 11886
Columbia, South Carolina 29211
(803) 779-3500

Attorneys for Appellants

July 15, 2026.

Allen Bullard

From: Allen Bullard
Sent: Wednesday, July 15, 2026 2:38 PM
To: 'soconnor@cmolawpc.com'; 'jtamasitis@williamsmullen.com';
'rwillis@williamsmullen.com'; 'Rattray, Brandon'
Cc: 'syrettlaw@sc.rr.com'
Subject: James A. Leonard, III, et al. v. WildeWood Sections I-IV Homeowners Association, Inc.
(Appellate Case No. 2024-002070)
Attachments: 2026.07.15 Petition For Rehearing (Leonard).pdf

Please find attached to this email Appellants' Petition for Rehearing.

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ALLEN BULLARD

ABULLARD@MONTGOMERYWILLARD.COM

MONTGOMERY WILLARD, LLC

1002 CALHOUN STREET (29201)

Post Office Box 11886

COLUMBIA, SOUTH CAROLINA 29211



(803) 779-3500

(803) 799-2755 (Fax)

WWW.MONTGOMERYWILLARD.COM



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