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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY

The Court of Common Pleas

Eugene C. Griffith, Jr., Judge

Appellate Case No. 2024-000924

Nancy S. Inman, Lisa Tolbert, and Vernell Humphries,Respondents,

v.

Sudie Dell Davis and Roosevelt Davis,Appellants.

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Order of March 20, 2024

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
Nancy S. Inman, Lisa Tolbert, Vernell
Humphries,

Plaintiffs,

v.

Sudie Dell Davis and Roosevelt Davis,

Defendants.

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

**Order Granting Plaintiffs'
Motion for Summary Judgment**

2022-CP-24-01036

This matter came before the Court at a virtual hearing at its appointed time on February 7, 2024. James Graham Padgett, III, of the law firm of Bacot & Padgett, LLC, represented the Plaintiffs. The Defendants were represented by Tommy L. Stanford of the law firm of Tommy L. Stanford & Associates, PC and Juankell Shingles of the Juankell Shingles Law Firm.

Plaintiffs and Defendants are property owners in the Callison Estates Subdivision located in Greenwood County, South Carolina. Plaintiffs filed suit against the Defendants to abate real property restrictions violated by the Defendants, specifically numbers 2 and 9, to wit:

"2. All residences erected or located on any lot in said Subdivision shall have at least sixteen hundred (1,600) square feet, exclusive of patios, carports, garages and porches."

"9. No commercial vehicles, camper trailers, or house trailers shall be parked or stored on any lot except in the carport or garage or real portion of the said lot."

The Court heard the Plaintiffs' motion for summary judgment and took oral argument from counsel. Having reviewed the motion, affidavits, authenticated exhibits, memorandums submitted to the Court, and the Court's file, and for the foregoing reasons, the Court grants the Plaintiffs' motion for summary judgment.

I. STANDARD AND APPLICABLE LAW

Summary judgment is appropriate only if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Kitchen Planners, LLC v. Friedman, 440 S.C. 456, 461, 892 S.E.2d 297, 300 (2023)(“We now clarify that the “mere scintilla” standard does not apply under Rule 56(c). Rather, the proper standard is the “genuine issue of material fact” standard set forth in the text of the Rule. Id.

In determining whether any triable issues of fact exist for summary judgment purposes, the evidence and all the inferences that can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. Id. However, as the court stated in Kitchen Planners, “it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine.” Kitchen Planners, LLC v. Friedman, 440 at 463; *see also* Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991)(holding a party opposing summary judgment “must ... ‘do more than simply show that there is some metaphysical doubt as to the material facts’ but ‘must come forward with ‘specific facts showing that there is a genuine issue for trial.’ ”(emphasis in original); *see* Simmons v. Berkeley Elec. Coop., Inc., 419 S.C. 223, 237, 797 S.E.2d 387, 394 (2016)(reliance on plat not prepared for proponent did not create a material dispute, and reliance on not-to-scale system map of another did not create a material dispute.) The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003).

In the context of restrictive covenant interpretation, the well settled rules are set forth in Taylor v. Lindsey, 332 S.C. 1, 4–5, 498 S.E.2d 862, 863–64 (1998), to wit:

- a. Words of a restrictive covenant will be given the common, ordinary meaning attributed to them at the time of their execution. Marriott Corp. v. Combined Properties Ltd. Partnership, 239 Va. 506, 391 S.E.2d 313 (1990). See also 20 Am.Jur.2d Covenants § 171 (1995) (“The words of the covenant will be given their commonly held meaning as of the date the covenant was written, not as of some subsequent date.”). “
- b. Restrictive covenants are contractual in nature, so that the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document.” Palmetto Dunes

Resort v. Brown, 287 S.C. 1, 336 S.E.2d 15 (1985).

- c. The court may not limit a restriction in a deed, nor, on the other hand, will a restriction be enlarged or extended by construction or implication beyond the clear meaning of its terms even to accomplish what it may be thought the parties would have desired had a situation which later developed been foreseen by them at the time when the restriction was written. Forest Land Co. v. Black, 216 S.C. 255, 57 S.E.2d 420, 424 (1950).
- d. Restrictions as to the use of real estate should be strictly construed and all doubts resolved in favor of free use of the property, *subject, however*, to the provision that this rule of strict construction should not be applied so as to defeat the plain and obvious purpose of the instrument. It follows, of course, that where the language of the restrictions is equally capable of two or more different constructions that construction will be adopted which least restricts the use of the property. McDonald v. Welborn, 220 S.C. 10, 66 S.E.2d 327 (1951).
- e. A restriction on the use of property must be created in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property [subject to not defeat the plain and obvious purpose of the instrument].” Hamilton v. CCM, Inc., 274 S.C. 152, 157, 263 S.E.2d 378, 380 (1980).

An additional rule was cited by the Supreme Court, “[w]hen the language imposing restrictions upon the use of property is unambiguous, the restrictions will be enforced according to their obvious meaning.” Shipyard Prop. Owners' Ass'n v. Mangiaracina, 307 S.C. 299, 308, 414 S.E.2d 795, 801 (Ct.App.1992).

II. Findings of Fact

This Court now makes the following findings of fact. I find:

1. Lot 7 is subject to the Restrictions

Certain Covenants and Restrictions were placed upon real property in 1977¹. The real property subject to the restrictions was, and remains, in relevant part, reflected as shown and designated as lots on a plat entitled “Callison Estates ‘Phase I,’ dated May 4, 1977, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book 28, Page 41. Lot 7, or 1220 Callison Highway, Greenwood, South Carolina, is depicted on Plat Book 28, Page 41. After

¹ recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 259, at Page 185, and subsequently amended as recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 267, at Page 135 and Deed Book 267, at Page 439.

restricting the land, the developers conveyed lot 7 to Jennings Gary Dorn, Jr. by deed recorded in the office of the Clerk of Court for Greenwood County in Deed Book 261, Page 103, with specific reference to the restrictions. Subsequently, the chain of title leads from the same lot 7 being conveyed to the Defendants by deed recorded on April 8, 2022, in the Office of the Clerk of Court for Greenwood County in Deed Book 1633, Page 139.

The restrictions are not recited on the face of the Defendants' deed, but are found in the Defendants' chain of title. No termination, nor cancelation, of the restrictions was offered by the Defendants. The restrictions by their own terms, "run with and bind the land and shall inure to the benefit of and be enforceable by the or (sic) the owner of any land subject to [the restrictions], their respective legal representatives, heirs, successor or assigns."

2. The unit on lot 7 is a manufactured home

On a Form 500SC, signed and admitted by the Defendants as true and accurate, the Defendants agreed they were "purchasing the above-described trailer, manufactured home or vehicle [...]" This same document identifies a 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB as the make and model. This unit was to be "set up" at 1220 Callison Hwy. Certain measurements were made "at the hitch." The manufacturer furnished other information, such as insulation "R" values. The axles and wheels were noted to be removed.

The form 500C is on letterhead of Southland Homes of Greenwood, Inc. Southland is a dealer who has been in the business for over 40 years selling quality manufactured homes.

In addition, the unit has manufacturer's certificates of origin to a manufactured home. The Defendants' sought a "mobile home permit" from the City/County zoning office for Greenwood County for a mobile home, being a 2022 Scot 2860032, to be placed at 1220 Callison Highway. There is a title application to the South Carolina Department of Motor Vehicles for a 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB.

3. A house trailer is a mobile home is a manufactured home

Different names have been assigned to this type of unit over the years. Today, the common term is manufactured home. The term before manufactured home was mobile home. Before the use of the term mobile home, the term house trailer was used. The term "house trailer" has the same meaning as manufactured home; just as the term mobile home has the same meaning

as a manufactured home. Taylor v. Lindsey, 332 S.C. 1 (“Words of a restrictive covenant will be given the common, ordinary meaning attributed to them *at the time of their execution.*”)(emphasis added.)

4. The restrictions prohibit house trailer, mobile homes, and manufactured homes

Paragraph 9 of the 1977 restrictions expressly prohibits the placement of “house trailers” upon the restricted property, unless the house trailer is in a carport or garage or on the real portion of the lot. This 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB manufactured home is not in a carport or garage. The Defendants offered only a conclusory opinion of what the “real portion of the lot” means without support or citation. This conclusory opinion does not create a genuine issue of fact, and any inference from this lack of specificity is not reasonable in the Court’s analysis.

5. The Unit is less than 1600 square feet

The manufacturer’s statement or certificate of origin to a manufactured home states the square footage of each unit. There are two units, an “A” unit, and a “B” unit. Each unit’s certificate has a square footage of 780 square feet. Taken together this is 1,560 square feet. This unit is a “double wide.”

To further support 1,560 square feet, the manufacturer also published plans that show the total square feet as 1,560 square feet. These plans showing 1,560 square feet were obtained from the mobile home dealer, Southland, from the expert appraiser, and from the Greenwood County Zoning office.

The Defendants’ argument the unit is more than 1,600 square feet fails. The only support offered for this position from the Defendants is the affidavit of the Director of the Greenwood County Zoning Office. The affidavit fails to provide any foundation to support the Director’s conclusory allegations the unit is over 1,600 square feet. The affidavit lacks any information to support the Director’s knowledge, training, skill, and experience with mobile homes generally, and what she was measuring pursuant to the restrictions. Further, the Directors knowledge, training, skill, and experience are in matters of zoning. The dispute before me is not about zoning. The dispute is about the interpretation of real property restrictions. Zoning regulations are not relevant to what may be the relevant measurements under the restrictions, *e.g.*, what is to be

included and excluded in the measurements.

The attachment to the Director's affidavit with measurements contains a set of manufacturer's plans on the same sheet of paper. The manufacturer's plans state that total square footage is 1,560 square feet. These manufacturer's plans were produced by at least one other witness. Finally, the Director's affidavit fails to explain how she is more qualified than the manufacturer, if she is even qualified, to measure the square footage of the unit the manufacturer produced. The Director's measurements are in direct conflict with the manufacturer's plans she seemed to rely upon based on her production of the plans. The Director's conclusions, are, therefore, unreliable and do not present a genuine issue of material fact.

6. The Restrictions prohibit residences less than 1600 square feet

Paragraph 2 of the 1977 restrictions requires all residences to be at least 1,600 square feet, exclusive of patios, carports, garage, and porches. Plaintiffs demonstrated recent enforcement of the 1,600 square foot residence minimum when it successfully caused a builder to increase the size of an undersized stick-built residence.

7. Defendants cannot circumvent the clear and unambiguous meaning of a restriction by spending more money

Defendants argue they have spent money on placing the house trailer on lot 7. The testimony of Defendants' own witnesses (Smalls and Tennant) weakens any argument the Defendants lacked notice. Smalls specifically testified a Plaintiff (Inman) told Smalls house trailers were not allowed when the lot was being cleared of trees. The clearing of the lot is necessarily very early in the process of setting a mobile home. Smalls is close enough to the Defendants that he now resides with them in the house trailer.

III. CONCLUSIONS OF LAW

This Court now makes the following conclusions of law. I find:

This Court has jurisdiction over the subject matter of this case.

Venue is proper in Greenwood County.

The restrictions on the use of lot 7 have been created in express terms or by plain and unmistakable implication, *e.g.*, no manufactured homes can be located within the subdivision of Callison Estates and residences in the subdivision must be 1,600 square feet or more.

The restrictions are not recited in the Defendants' deed; however, such a recitation is not necessary. The restrictions are in the Defendants' chain of title and Lot 7 is restricted by the restrictions. The recording of a document alerts all future grantees of the rights of the recorder because the law assumes the grantee will search the index and discover the interest or claim. *See Spence v. Spence*, 368 S.C. 106, 119–20, 628 S.E.2d 869, 876 (2006) *citing Epps v. McCallum Realty*, 139 S.C. at 499, 138 S.E. at 303 (“recording amounts to notice, whether known or unknown, because the means of information are at hand”); *Franklin Bank, N.A. v. Bowling*, 74 P.3d 308, 313 (Colo. 2003) (en banc) (constructive notice in real estate transaction essentially is record notice). Under the law of this state, a homeowner is charged with constructive notice of any restriction properly recorded in the chain of title. *See Anderson v. Buonforte*, 365 S.C. 482, 492, 617 S.E.2d 750, 755 (Ct. App. 2005), *citing Harbison Comm. Ass'n, Inc. v. Mueller*, 319 S.C. 99, 103, 459 S.E.2d 860, 863 (Ct.App.1995) (“A homeowner is charged with constructive notice of any restriction properly recorded within the chain of title.”)

The Defendants produced no evidence the restrictions were terminated or cancelled by a vote and the recording called for in the restrictions. Therefore, with the evidence before me, the restrictions have not been terminated or cancelled by a vote and the recording called for in the restrictions. The restrictions impose active negative reciprocal easements upon the Callison Estates Subdivision, and more particularly lot 7. *See McDonald v. Welborn*, 220 S.C. 10, 18, 66 S.E.2d 327, 331 (1951)(real property restrictions are mutual negative equitable easements.)

1. The manufactured home violates number 9 of the restrictions

The term “house trailer” in restrictions from 1977 is not ambiguous. The unit upon Lot 7, or 1220 Callison Highway, is a manufactured home, which is a mobile home, which is a house trailer. *See Heape v. Broxton*, 293 S.C. 343, 345–46, 360 S.E.2d 157, 159 (Ct. App. 1987)(The term house trailer is not ambiguous); (“Calling a trailer a “mobile home” does not make it any less a “trailer.”) internal citation omitted; (“The term ‘trailer’ is understood in its usual meaning regardless of whether it is referred to or described as house trailer, mobile home, trailer coach, or some such term”); (“Indeed, the term “mobile home” is simply an advertising euphemism for the term “house trailer”) internal citation omitted. Testimony offered in support of Defendants' position the term “house trailer” is ambiguous. This is conclusory only and lacks foundation for

the reasoning. The Defendants' failed to present evidence of specific facts to support its position.

The Defendants signed and admit the instrument that described the unit to be "set up," has a "hitch," must have its "wheels and axles removed," and has a manufacturer. These words clearly describe a manufactured home. The unit upon 1220 Callison Hwy (Lot 7), Greenwood, South Carolina is a "double wide" house trailer under the restrictions.

Paragraph 9 of the restrictions prohibits the placement of the 2022 olive ScotBilt model 2860 032 with serial number SBHGA12113913AB at 1220 Callison Hwy (Lot 7), Greenwood, South Carolina.

Defendants argue the phrase within the number 9 restriction, "or real portion of the lot," creates enough doubt to survive summary judgment. This Court is not persuaded. The Defendants' position does not create a genuine issue of material fact.

The Defendants offered no reasonable interpretation of this phrase. Defendants have not offered any specific and reasonable explanation, but only a mobile home can go anywhere on the lot. See Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991)(holding a party opposing summary judgment "must ... 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with 'specific facts showing that there is a genuine issue for trial.'"). To interpret this phrase, restriction number 9 must be read as a whole, and with all the restrictions, to gain the intent of the parties. see Taylor v. Lindsey, 332 S.C. 1("Restrictive covenants are contractual in nature, so that the *paramount rule* of construction is to ascertain and give effect to the *intent of the parties* as determined from the *whole document*.")(emphasis added). The Defendants have not given the Court a reasonable interpretation in light of the initial, bright-line prohibition of mobile homes. But, even if they did, while Court should resolve doubts in favor of free use, but this rule is firstly "*subject, however*, to the provision that this rule of strict construction should *not be applied so as to defeat the plain and obvious purpose of the instrument*." See S.C. Dep't of Nat. Res. v. Town of McClellanville, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001)(emphasis added.) The Defendant's position would frustrate the obvious meaning of the restriction, and would, in effect, have the exception subsume the rule in number 9, to prohibit house trailers. The Court cannot envision a circumstance in which a developer would take the time to write a bright-line rule to prohibit mobile homes, just to

provide an exception to nullify the rule to allow them. This creates an absurd result. Employing all the rules of statutory construction to the facts of this case, the number 9 of the restrictions prohibits manufactured homes on lot 7.

To find the restrictions allowed mobile homes when number 9 clearly states no house trailers (which are mobile homes) on any lot would defeat the plain and unmistakable intent of the parties (to prohibit mobile homes in the subdivision) when reading of the restrictions as a whole. A finding number 9 allows mobile homes is not reasonable under the facts before me. I find number 9 of the restrictions is not ambiguous. See Shipyard Prop. 307 S.C. 299, 308 (“[w]hen the language imposing restrictions upon the use of property is unambiguous, the restrictions will be enforced according to their obvious meaning.”) I find the restrictions prohibit the Defendants’ mobile home. In the light most favorable to the Defendants, the Defendants placement of a mobile home on lot 7 cannot survive summary judgment under the overwhelming facts of the placement of a mobile home on lot 7 and restriction violation of number 9 in this case.

2. The manufactured home violates number 2 of the restrictions

Paragraph 2 of the restrictions requires residences to be 1,600 square feet or more. In the light most favorable to the Defendants, I conclude the manufactured home on lot 7 is less than 1,600 square feet.

Defendants rely upon the zoning office. This reliance is misplaced. Zoning approval is irrelevant to the interpretation of the restrictions in this matter. Deed restrictions are wholly independent of any zoning regulation. See Greenwood County Zoning Ordinance 13-86 Sec. 6-3-7 (“Public regulation of land is entirely separate from and independent of private deed restrictions. No weight shall be given to the effect of deed restrictions in construing this Ordinance, nor shall this Ordinance be given inappropriate consideration in the construction of deed restrictions”). Furthermore, Greenwood County Zoning provisions defer to the stricter of competing requirements. See Id. Sec. 6-3-6(c) (“Whenever this Ordinance imposes a more restrictive standard than required by any other statute, local ordinance or regulation, the provisions of this Ordinance shall govern. Conversely, whenever any statute, local ordinance or regulation imposes a stricter standard than required by this Ordinance, the provisions of such statute, local ordinance or regulation shall govern.”)

3. Equity favors the Plaintiffs, the manufactured home must be removed

The Defendants cannot prevail under an equity theory in a balancing test. In the view of this Court, it would be inequitable to consider Defendants' financial loss in purchasing and setting up the lot since they were on notice of the restrictions when they purchased the property, a) constructively in the chain of title, and b) by personal contact at tree clearing via someone close enough to live with them now. See Buffington v. T.O.E. Enterprises, 383 S.C. 388, 394, 680 S.E.2d 289, 292 (2009)(to fail to enforce the restriction when there is notice would indicate that the restriction could be defeated by spending a significant amount of money developing the land subject to the restriction.) The Defendants cannot spend their way out of being subject to what the restrictions prohibit. The Defendants were given notice house trailers were not allowed on lot 7, but Defendants proceeded anyway.

Defendants cannot show that Plaintiffs have waived their rights or that the Plaintiffs may be estopped from enforcing the restrictions. The evidence before me contains no evidence to support not enforcing the restrictions based on equitable doctrines. Stated another way, the evidence before me compels this Court to enforce the restrictions.

To ignore the restrictions in the absence of such evidence would eliminate the homeowner Plaintiffs' justified reliance on restrictions. see Buffington v. T.O.E. Enterprises, 383 S.C. 388, 393–94(“to ignore the restrictive covenants in the absence of [evidence to support the lifting of restrictions] would eliminate a homeowner's justified reliance on property restrictions.”) Therefore, I find that equity does not weigh in Defendants' favor and the restrictions are enforceable.

The Plaintiffs have the right of abatement of any violation “without incurring any liability.” See restrictions, para 16; Taylor v. Lindsey, 332 S.C. 1, 4, 498 S.E.2d 862, 863 (1998)(“Restrictive covenants are contractual in nature.”) Defendants have put forth no evidence to support estoppel, waiver, or laches. Defendants claim for civil conspiracy and trespass is without merit under the facts of this case, and the contractual provisions of the restrictions shield the Plaintiffs from liability. The Plaintiffs were seeking abetment of restriction violations, and therefore, do not incur liability for doing so.

Likewise, Defendants request for attorney's fees and costs is denied. Defendants have

offered no authority to support their recovery. In addition, Defendants are not the prevailing parties.

The Plaintiffs have the right to enforce compliance by injunction based upon two independent restriction violations: 1) the manufactured home on lot 7 is a “house trailer,” and 2) the residence on lot 7 is less than 1,600 square feet.

South Carolina Courts have supported removal of structures by injunction. For example, in the case of Sprouse v. Winston the Supreme Court justified its decision to uphold the injunction:

“The remedy of injunction is a drastic one, and ought to be applied with caution, but in cases proper for its exercise, it ought not to be withheld merely for the reason that it will cause some pecuniary loss. Here, the respondent took his chances as to the effect of his conduct, with eyes open to the results which might ensue. As was said in (relying on a Virginia case, internal citation omitted):

‘It is true that in this class of cases the awarding of an injunction is addressed to the conscience of the court and will not be awarded if to do so would work a hardship out of all proportion to the relief sought. (internal citation omitted). But this rule is not applicable where it clearly appears that an injunction is necessary to prevent one from violating the equitable rights of another where he has notice, actual or constructive, of such rights. (internal citation omitted).’ See Sprouse v. Winston, 212 S.C. 176, 185–86, 46 S.E.2d 874, 878 (1948)

The Defendants had notice of the restrictions. The Defendants chose to proceed. Consequently, the house trailer must be removed. See Arnoti v. Lukie, 350 S.C. 177, 183, 564 S.E.2d 691, 694 (Ct. App. 2002)(Court of Appeals affirmed a Greenwood County circuit court trial judge's determination that a modular home violated the restriction of a subdivision and moving parties were entitled to a permanent injunction requiring removal of the modular home.)

IV. CONCLUSION

Lot 7 of Callison Estates is subject to restrictive covenants. The restrictions are not ambiguous as are relevant to the facts of this case. When the language imposing restrictions upon the use of property is unambiguous, the restrictions will be enforced according to their obvious meaning. Consequently, the Plaintiffs are entitled to judgment in their favor as a matter of law.

A house trailer is a modern-day mobile home/manufactured home. The Defendants violated the restrictions by placing a manufactured home on the lot 7, and, independently thereof, the residence being less than 1,600 square feet. Defendants have not offered any reasonable issue of a fact that matters for a fact finder at trial. Therefore, this Court finds there are no genuine issues of material fact and the manufactured home on lot 7 is a house trailer prohibited by the restrictions. Furthermore, this Court finds there are no genuine issues of material fact that the manufactured home on lot 7 is less than 1,600 square feet, and this violates the restrictions.

I grant Plaintiffs requested relief in the form of a permanent injunction. The Defendants shall remove the unit from lot 7 and restore the property to its previous condition. This relief must be completed within 90 days of the filing of this order.

It is therefore Ordered that:

- 1) The manufactured home at 1220 Callison Highway (on lot 7 Callison Estates), Greenwood, South Carolina, is a "house trailer" under the terms of the restrictions; and,
- 2) The placement of this manufactured home on lot 7 violates number 9 of the restrictions; and,
- 3) The Defendants are permanently enjoined and ordered to remove the manufactured home from lot 7, at their expense, within 90 days of the filing this Order; and,
- 4) The manufactured home at 1220 Callison Highway (on lot 7 Callison Estates), Greenwood, South Carolina, is a residence less than 1,600 square feet; and,
- 5) This manufactured home violates the square footage minimum contained in number 2 of the restrictions; and,
- 6) The Defendants are permanently enjoined and ordered to remove the manufactured home from lot 7, at their expense, within 90 days of the filing this Order; and,
- 7) If the Plaintiffs must take any action to enforce compliance with this Order, such as but not limited to a rule to show cause, the Plaintiffs shall recover their attorney's fees and costs; and,

- 8) The Defendants' counterclaims are dismissed; and,
- 9) Each of the parties shall be responsible for their own attorney's fees and costs up to and through the date of the filing of this Order.

Plaintiffs' motion for summary judgment is **GRANTED**.

IT IS SO ORDERED!

Eugene C. Griffith, Jr.
Judge, Eighth Judicial Circuit



Greenwood Common Pleas

Case Caption: Nancy S Inman , plaintiff, et al VS Sudie Dell Davis , defendant, et al
Case Number: 2022CP2401036
Type: Order/Summary Judgment

It is so ordered

Eugene C. Griffith, Jr. 2154

Electronically signed on 2024-03-20 14:35:47 page 14 of 14

Order of May 23, 2024

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenwood
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2401036

Nancy S Inman et al
PLAINTIFF(S)

Sudie Dell Davis et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

After careful thought and consideration, the Court respectfully denies the Defendant's Motion to Reconsider the Court's granting of Plaintiff's Motion for Summary Judgment.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/23/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenwood Common Pleas

Case Caption: Nancy S Inman , plaintiff, et al VS Sudie Dell Davis , defendant, et al
Case Number: 2022CP2401036
Type: Order/Electronic Form 4

It is so ordered

Eugene C. Griffith, Jr. 2154

Electronically signed on 2024-05-23 08:48:46 page 3 of 3

Summons and Complaint Filed October 28, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
Nancy S. Inman, Lisa Tolbert, Vernell	)	SUMMONS
Humphries,	)	
	)	(Non-Jury)
Plaintiffs,	)	
	)	
v.	)	
	)	
Sudie Dell Davis and Roosevelt Davis,	)	
	)	
Defendants.	)	

TO THE DEFENDANTS AND/OR ATTORNEY FOR THE DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscribers, at their office, Bacot & Padgett, LLC Attorneys at Law, 414 Monument Street, Suite C, Greenwood, South Carolina, 29646, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint in the time aforesaid, a judgment by default will be rendered against you for the relief demanded in the Complaint.

BACOT & PADGETT, LLC
Attorneys for Plaintiffs
S/James Graham Padgett, III
414 Monument Street, Suite C
Greenwood, SC 29646
Bar #: 69,354
Phone: (864) 227-1570
Fax: (864) 227-2610
Padgett@bacotlawfirm.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
Nancy S. Inman, Lisa Tolbert, Vernell Humphries,	)	
	)	VERIFIED
Plaintiffs,	)	COMPLAINT
	)	
v.	)	(Non-Jury)
	)	
Sudie Dell Davis and Roosevelt Davis,	)	
	)	
Defendants.	)	

TO THE DEFENDANTS AND/OR ATTORNEY FOR THE DEFENDANTS:

The Plaintiffs, complaining of the Defendants, allege:

1. That this is an action relating to the violation of a certain Declaration and Statement of Protective Covenants, Restrictions, and Conditions imposed upon Callison Estates Subdivision, Greenwood, South Carolina, as amended, recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 259, at Page 185¹ (together, the "Restrictions") (see Exhibit A); and specifically, as to a violation existing on Lot 7 Callison Estates (1220 Callison Hwy) owned by the Defendants.
2. That the Plaintiff Nancy S. Inman is a citizen and resident of the County of Greenwood, State of South Carolina, and a lot owner in the Callison Estates subdivision authorized to bring this action under the Restrictions.
3. That the Plaintiff Lisa Tolbert is a citizen and resident of the County of Greenwood, State of South Carolina, and a lot owner in the Callison Estates subdivision authorized to bring this action under the Restrictions.
4. That the Plaintiff Vernell Humphries is a citizen and resident of the County of

¹ and subsequently amended as recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 267, at Page 135 and Deed Book 267, at Page 439.

Greenwood, State of South Carolina, and a lot owner in the Callison Estates subdivision authorized to bring this action under the Restrictions.

5. That the Defendants are, upon information and belief, residents and citizens of the County of Greenwood, State of South Carolina, and upon information and belief, own Lot 7 in Callison Estates.
6. That venue is proper in the County of Greenwood, State of South Carolina, and this court has jurisdiction to hear this matter.
7. That the real property which is the subject of this pleading is described as:

All that piece, parcel or lot of land situate, lying and being at 1220 Callison Highway in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 7 of Callison Estates, Phase I, as shown on a plat by John H. Welborn dated May 4, 1977, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book 28, Page 41.

This being the same property conveyed to Sudie Dell Davis and Roosevelt Davis by deed of Cleveland Moton and Charlayne Moton as recorded on April 8, 2022, in the Office of the Clerk of Court for Greenwood County in Deed Book 1633, Page 139.

Tax Map #: 6852-800-702

Property Address: 1220 Callison Highway, Greenwood, SC 29646

(the "Property" or "Lot 7")

**FOR THE FIRST CAUSE OF ACTION
(Breach of Restrictions)**

8. Each and every allegation of preceding paragraphs is reasserted and re-alleged as if set forth fully herein, insofar as they are not inconsistent with this Cause of Action.
9. That the Restrictions restrict Defendants' Lot 7, specifically stated at section 18 of the Restrictions recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 259, at Page 185.
10. That the Restrictions "run with the land", specifically stated in the preamble and at section 17 of the Restrictions recorded in the Office of the Clerk of Court for Greenwood

County at Deed Book 259, at Page 185.

11. That the Defendants, or their agent, had notice of the Restrictions as the same are recorded in the Office of the Clerk of Court for Greenwood County and indexed in a manner so that the Restrictions can be easily located.
12. That the Defendants have caused a manufactured home to be placed on Lot 7 Callison Estates. See Exhibit B.
13. That the placement of the manufactured home on Lot 7 Callison Estates by the Defendants violates section 9 of the Restrictions recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 259, at Page 185 that prohibits “house trailers”, or manufactured homes in a 1970’s vernacular.
14. That the manufactured home placed on Lot 7 Callison Estates by the Defendants measures less than 1,600 square feet and was not submitted to the owners to approve.
15. That the placement of the manufactured home on Lot 7 Callison Estates by the Defendants violates section 2 of the Restrictions recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 259, at Page 185 that prohibits a square footage of less than 1,600 square feet and the amendments.
16. The Defendants’ use of the Property violates the plain reading of Restrictions.
17. There is no balancing for a Court to engage in as the Restriction are unambiguous because:
 - a. given the common, ordinary meaning of the “house trailer” and “shall have at least sixteen hundred (1,600) square feet” attributed to those phrases at the time of their execution prohibits both manufactured homes generally and this manufactured home in particular because it is less than 1600 square feet; and,
 - b. to ascertain and give effect to the intent of the parties as determined from the whole document prohibits both manufactured homes generally and this manufactured home in particular because it is less than 1600 square feet; and,

- c. the language imposing the manufactured home prohibition and minimum size restrictions upon the use of property is unambiguous, the restrictions should be enforced according to their obvious meaning; and,
- d. the restriction on the use of property was created in express terms or by plain and unmistakable implication in the Restrictions the Defendants had notice of.

**FOR A SECOND CAUSE OF ACTION
(Injunction)**

- 18. Each and every allegation of preceding paragraphs is reasserted and re-alleged as if set forth fully herein, insofar as they are not inconsistent with this Cause of Action.
- 19. That the Plaintiffs will suffer irreparable harm to its subdivision and the integrity of its Restrictions if manufactured homes and/or structures less than 1,600 square feet are allowed to infiltrate Callison Estates against the express prohibition contained in the Restrictions.
- 20. The Plaintiffs are likely to succeed on the merits as the Restrictions because the language imposing the manufactured home prohibition and the minimum size restrictions upon the use of property is unambiguous, the restrictions should be enforced according to their obvious meaning; and, the restriction on the use of property was created in express terms or by plain and unmistakable implication in the Restrictions the Defendants had notice of.
- 21. There is no adequate remedy at law.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays this Court inquire into the matters as set forth herein, and:

- 1. For an order to declare the Defendants in breach of the Restrictions;
- 2. For an order for a permanent injunction in the affirmative to require Defendants to remove the manufactured home from the Property and to restore the Property to its previous condition;
- 3. For attorney's fees and costs; and,
- 4. For such other and further relief as may be just and proper.

BACOT & PADGETT, LLC
Attorneys for Plaintiffs
S/James Graham Padgett, III
414 Monument Street, Suite C
Greenwood, SC 29646
Bar #: 69,354
Phone: (864) 227-1570
Fax: (864) 227-2610
Padgett@bacotlawfirm.com

at Greenwood, South Carolina

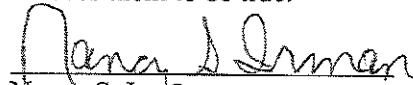
STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

VERIFICATION

PERSONALLY appeared before me, Plaintiff Nancy S. Inman, who, being duly sworn, deposes and says:

- (a) That the Deponent is a named Plaintiff in this action.
- (b) That the Deponent understands that this verification is a sworn statement made under penalty of perjury, and that the facts and circumstances set forth in the attached Complaint are of her personal knowledge, and true and accurate to the best of Deponent's knowledge, except those matters alleged on information and belief, and as to those the Deponent believes them to be true.


Nancy S. Inman

SWORN to and subscribed before me
this 28th day of October, 2022.


Notary Public for South Carolina
My Commission Expires on 10-11-29

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

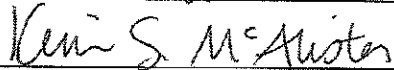
VERIFICATION

PERSONALLY appeared before me, Plaintiff Vernell Humphries, who, being duly sworn, deposes and says:

- a) That the Deponent is a named Plaintiff in this action.
- b) That the Deponent understands that this verification is a sworn statement made under penalty of perjury, and that the facts and circumstances set forth in the attached Complaint are of her personal knowledge, and true and accurate to the best of Deponent's knowledge, except those matters alleged on information and belief, and as to those the Deponent believes them to be true.


Vernell Humphries

SWORN to and subscribed before me
this 26th day of October, 2022.

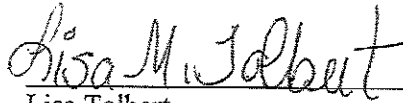

Notary Public for South Carolina
My Commission Expires on 10-11-29

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

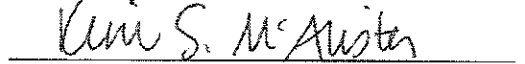
VERIFICATION

PERSONALLY appeared before me, Plaintiff Lisa Tolbert, who, being duly sworn, deposes and says:

- a) That the Deponent is a named Plaintiff in this action.
- b) That the Deponent understands that this verification is a sworn statement made under penalty of perjury, and that the facts and circumstances set forth in the attached Complaint are of her personal knowledge, and true and accurate to the best of Deponent's knowledge, except those matters alleged on information and belief, and as to those the Deponent believes them to be true.


Lisa Tolbert

SWORN to and subscribed before me
this 29th day of October, 2022.


Notary Public for South Carolina
My Commission Expires on 10-16-24

Zoning Information Filed October 28, 2022



Greenwood City/County Planning Department
528 Monument St, Room B-01
Greenwood SC 29646

Phone: 864-942-8636
Fax: 864-942-8580
www.greenwoodsc.gov

Certificate of Zoning Compliance

ZC-22-04588

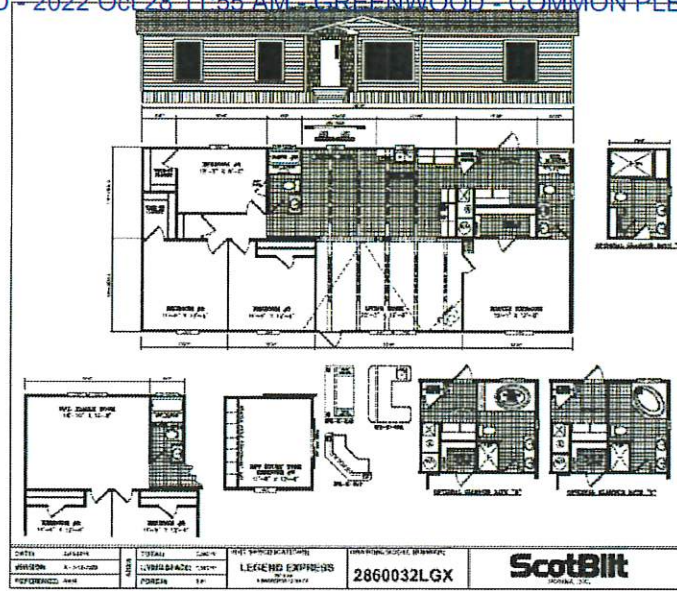
GPIN: 6852-800-702		Subdivision: CALLISON E	
Property Owner: DAVIS SUDIE DELL/ROOSEVELT PO BOX 1503		GREENWOOD, SC 29646-0000	
Site Address: 1220 CALLISON HWY			
Zoning District: RDD	Is the site in an overlay district? N		
Front Yard Setback: 50.00	If yes, which district?		
Side Yard Setback: 10.00	Height of Structure:		
2nd Side Yard Setback: 10.00	Number of Units:		
Rear Setback: 40.00	Number of Off Street Parking:		
Type of Use: Mobile Home 28x60			
Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflict with, or prohibits the activity described in this permit? Yes ☐ No ☒			
I HEREBY MAKE APPLICATION FOR A ZONING COMPLIANCE CERTIFICATE FOR THIS PROPERTY TO BE USED AS SHOWN ABOVE. ALL STATEMENTS CONTAINED HEREIN ARE TRUE AND HAVE BEEN VERIFIED BY ME.			
Applicant: Sudie Davis		Applicant Phone: 864-344-0182	
Applicant Address: 1220 Callison Hwy		Date: 9-12-2022	
Applicant Signature: <i>Sudie D. Davis</i>			
THE USE OF THE BUILDINGS AND/OR LAND AS SHOWN ABOVE CONFORMS TO THE REQUIREMENTS OF THE ZONING ORDINANCE SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS, AND LIMITATIONS:			
(This certificate is subject to cancellation if any misrepresentations have been made or if any changes are made which violate any zoning ordinance provisions).			
Staff Name: connie.cannon			
Staff Signature: <i>Connie Cannon</i>		Date: 9-12-2022	
Flood Zone: X - Outside 500 Yr Floodplain		BFE:	
Closest Flood Boundary: 0.50	Finished Floor:	Flood Map Number: 45047C 0300D	
Flood Zone Review Comments:			
Engineering Staff Signature:		Date:	

Southland Homes of Greenwood, Inc.

1802 Montague Ext.
GREENWOOD, SOUTH CAROLINA 29649
(864) 229-5803

(S) DAVIS, ROOSEVELT DAVIS SUDIE D		PHONE	DATE 4/12/22
DELIVERY ADDRESS 1220 CALSON Hwy GREENWOOD SC 29646			
MAKE & MODEL SCOT BILT	MODEL 2860 032	YEAR 2022	BEDROOMS 4
SERIAL NUMBER SBHGA 12113913 AB	COLOR OLIVE	FLOOR SIZE 60 W28	HITCH SIZE 64 W28
☒ NEW ☐ USED		PROPOSED DELIVERY DATE	STOCK NUMBER
LOCATION	R-VALUE THICKNESS	TYPE OF INSULATION	BASE PRICE OF UNIT
CEILING	R-28		\$ 135,777
EXTERIOR	R-11	ENERGY STAR	OPTIONAL EQUIPMENT
FLOORS	R-22		
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.			SUB-TOTAL \$ 135,777.00
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES			SALES TAX 98.00
FINISH SHEET ROCK WALLS CROWN MOULDING			NON-TAXABLE ITEMS TITLE 22.50
23' 5X5 REF. SMOOTH TOP RANGE, MICROWAVE			VARIOUS FEES AND INSURANCE
DISHWASHER			1. CASH PURCHASE PRICE \$ 135,897.50
QUAMAR MASTER BATH FIBERGLASS TUB, 48" SHOWER			TRADE-IN ALLOWANCE \$
STEEL FRONT DOOR			LESS BAL. DUE on above \$
40 GAL W.H.			NET ALLOWANCE \$
VINYL SIDING W/ BOARD-BATTEN INSERT			CASH DOWN PAYMENT \$
U-SHAPE ISLAND			CASH AS AGREED (SEE REMARKS) \$
			2. LESS TOTAL CREDITS \$
			SUB-TOTAL \$
HOME SET UP INCLUDES FOOTERS, CEMENT BOARD			SALES TAX (if Not Included Above)
SKIRTING COLOR			3. Unpaid Balance of Cash Sale Price \$
BLOCKING ANCHOR SYSTEM			If home is a used or repossessed home: (Check One)
HOOKUP UP FOR WATER, SEWER & PERIMETER			☐ This home meets minimum habitability requirements.
200 FAL POWER HOOKUP -			☐ This home is purchased for the purpose of repair only and not for habitation until the standards of minimum habitability are met.
(2) 4X6 DECKS			If a new home, the manufacturer of this home: (Check One)
HEAT PUMP INSTALLED			☒ is in business.
REMARKS: AXLES & WHEELS TO BE REMOVED, CREDIT GIVEN FROM PRICE QUOTE			☐ is no longer in business.
BALANCE CARRIED TO OPTIONAL EQUIPMENT \$			Dealer and Buyer certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. Buyer is purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that Buyer's trade-in is free from all claims whatsoever, except as noted.
DESCRIPTION OF TRADE-IN	YEAR	SIZE	
MAKE	MODEL	BEDROOMS	
TITLE NO.	SERIAL NO.	COLOR	
AMOUNT OWING TO WHOM			
ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY ☐ DEALER ☐ BUYER			
DESCRIPTION OF ASSETS PURCHASED FOR DEPOSIT OR DOWN PAYMENT			
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE. THE PURCHASER AGREES TO THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR PROMISE, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.			
Southland Homes of Greenwood, Inc. DEALER			
Valid Until Signed and Accepted by an Officer of the Company or an Authorized Agent			
B. Sidney Moore Jr. Approved PRINT NAME			
FORM 500SC			
SIGNED X B. Sidney Moore Jr. BUYER			
SOCIAL SECURITY NO.			
SIGNED X Sudie D. Davis BUYER			
SOCIAL SECURITY NO.			
A PLAIN LANGUAGE PURCHASE AGREEMENT Rev 09/01 Copyright © 2000 JENKINS BUSINESS FORMS MASCOUTAH, IL 62258			

Legend 2860032



- 4 Bedroom 2 Bathroom
- 28' X 64'
- Total Square Feet - 1560 ft²
- Living Space - 1560 ft²
- Porch - None

[Download & Print Floor Plan Here!](#)

Category

Multi-Section

Collection

Legend Series

Number of Bedrooms

4

Square Feet

1560'

Width

28'

Length

64'





ScotBilt

HOMES, INC.



South Carolina Department of Motor Vehicles Title Application

Form 400
(01/2020)

No strikeovers, erasures or correction fluid is acceptable on this form.

South Carolina and federal law dictates that motor vehicle and driver's license records maintained by the SCDMV may be disclosed in certain situations. For further details on the disclosure of personal information and the types of information disclosed, go to the SCDMV website www.scdmvonline.com/Privacy.

Applications are accepted at SCDMV branches or can be mailed to: SCDMV P.O. Box 1498 - 10311 Wilson Blvd, Blythewood, SC 29016-0038. Motor Carrier Services applications can be mailed to SCDMV P.O. Box 1498, Blythewood, SC 29016-0027. Visit our website www.scdmvonline.com for a complete list of required documents and fees.

SECTION A ☐ EXPEDITE (additional \$20.00 fee) Check here to expedite this title. Title can only be expedited in branch office.

CHECK ALL THAT APPLY

☒ TITLE ☐ NEW PLATE ☐ TRANSFER PLATE NUMBER ☐ LEASE ☐ MOPED ☐ RECORD LIEN ☐ DUPLICATE TITLE

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER SBHGA 12113913AB	MAKE SCOTTBILT	MODEL 2860032	YEAR 2022	BODY STYLE MT
FUEL TYPE (GAS OR ELECTRIC)	EMPTY WEIGHT	GVW	MOPED - ENGINE CUBIC CENTIMETERS OR WATTAGE	

SECTION C - ODOMETER MILEAGE (Miles not Kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

- ☐ EXEMPT
☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE, WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER/LESSEE INFORMATION

Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) DAVIS, ROOSEVELT	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN 004556011 249-847123	DATE OF BIRTH 10/27/1947
NEW CO-OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) DAVIS, SUDIE D	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN 009230309 250-08-2581	DATE OF BIRTH 3/12/1950
PRIMARY OWNER/LESSEE RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE) 1220 CALLISON HWY	CITY GREENWOOD	STATE SC
MAILING ADDRESS (IF DIFFERENT FROM ABOVE) 1220 CALLISON HWY	CITY GREENWOOD	STATE SC
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS

SECTION E - LEASING COMPANY INFORMATION

Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE

SECTION F - LIEN INFORMATION

If you are a lienholder, are you a SC ELT participant? ☐ Yes ☐ No

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full. COMMON SENSE LENDING	DATE OF LIEN 8/17/22	CONTACT PERSON ANNA ROWE	TELEPHONE NUMBER 205-331-5700
MAILING ADDRESS P.O. BOX 661527	CITY BIRMINGHAM	STATE ALA	ZIP CODE 35266	
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

South Carolina Department of Motor Vehicles

Title Application

Form 400
(01/2020)

No strikeouts, erasures or correction fluid is acceptable on this form.

Required for vehicles 26,000 lbs. or greater and bus common carriers only.

9-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____

OR

FEIN _____

SECTION H - IMF/SALES TAX

Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO IMF/SALES TAX UNLESS EXEMPT. THE FEE IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

- ☐ THE VEHICLE WAS TRANSFERRED FROM:
- ☐ THE VEHICLE WAS TRANSFERRED TO ME AS:
- ☐ I AM ACTIVE DUTY MILITARY
- ☐ MY PARENT ☐ MY SPOUSE ☐ MY CHILD ☐ MY BROTHER/SISTER ☐ MY GRANDPARENT ☐ MY GRANDCHILD
- ☐ LEGAL HEIR ☐ BENEFICIARY ☐ DISTRIBUTE
- ☐ THE VEHICLE WAS A BONAFIDE GIFT

SECTION I - PRIOR TITLE INFORMATION

DATE OF PURCHASE 08-17-22	DATE FIRST OPERATED IN S.C.	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? ☒ YES ☐ NO
NEW OR USED NEW	PRIOR TITLE NUMBER	PRIOR TITLE STATE

SECTION J - SELLER INFORMATION

SELLER OR DEALER NAME SOUTHLAND HOMES	SC DEALER/WHOLESALE NUMBER SC9-0151	SC SALES TAX NUMBER 024 03854	SALES PRICE 135,000	TRADE-IN AMOUNT —
ADDRESS 1802 MONTAGUE AVE	CITY GREENWOOD	STATE SC	ZIP CODE 29649	

SECTION K - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED. THE UNINSURED MOTORIST FEE MUST BE PAID WHETHER OR NOT IT IS OPERATED. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA.

NAME OF INSURANCE COMPANY _____

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT OF DONATION: \$ _____

SECTION L - SIGNATURE OF OWNER

I DECLARE THAT I AM THE OWNER OF THIS VEHICLE. I REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 lbs., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. UNDER PENALTY OF PERJURY, I CERTIFY ALL INFORMATION PROVIDED IS TRUE AND CURRENT.

OWNER _____

DATE _____

CO-OWNER _____

DATE _____

SIGNATURE OF OWNER(S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

46 - 60 DAYS LATE - \$10.00 61 - 75 DAYS LATE - \$25.00 76 - 135 DAYS LATE - \$50.00 OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

- ☐ DEALER USE
- ☐ RENTAL - IMF WILL NOT BE CHARGED ON RENTAL CAR

THIS SECTION FOR DMV USE ONLY

PROCESSED BY AND OFFICE # _____

PLATE NUMBER _____

STATE OF SOUTH CAROLINA	)	IN THE FAMILY COURT
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT,	)	
VERNELLE HUMPHRIES,	)	VERIFIED ANSWER AND
Plaintiff,	)	COUNTERCLAIM
	)	
vs.	)	CASE NO.: 2022-CP-24-01036
	)	
SUDIE DELL DAVIS AND ROOSEVELT	)	
DAVIS	)	
Defendant.	)	

The Defendants, Sudie Dell Davis and Roosevelt Davis answering the Complaint herein, but reserves their rights to dismiss this action an SC Rules of Civil Procedure, 12 (f) would respectfully show unto the Court and alleges as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Plaintiff's Complaint not hereinafter specifically admitted, modified, or explained is denied and strict proof demanded thereof.
2. The Defendants admit the allegations contained in paragraphs 11, 5, 6, and 7 of the Verified Complaint.
3. The Defendants are without sufficient information to form a basis to respond to the allegations in paragraphs 2, 3, and 4 of the Verified Complaint and therefore, deny the same and require strict proof thereof.
4. The Defendants denies the allegations contained in paragraphs 8, 9, 10, 12, 16, 18, 19, 30, and 21 of the Verified Complaint.
5. The Defendants deny the allegations contained in paragraph 11 of the Verified Complaint and further allege that the Defendants herein relied upon the Greenwood County Governmental official in placing their home on said lot and was told by the

governmental officials that there are no covenants violations.

6. The Defendants deny the allegations contained in paragraph 13 of the Verified Complaint and further states that their home is not a "house trailers."

7. The Defendants deny the allegations contained in paragraph 14 and 15 of the Verified Complaint that states that the Defendants' home is less than 1600 square feet.

8. The Defendants move to strike paragraph 17 of the Verified Complaint pursuant to SCRCP 12 (f) on the grounds that said paragraph is a mere recital of the Plaintiffs' belief and the Defendants deny the same and said paragraph should be stricken as immaterial.

FOR A SECOND DEFENSE AND BY
WAY OF COUNTERCLAIM
(Declaratory Judgment)

9. Each and every allegation in the First Defense are realleged herein the same manner and to the same extent as if fully repeated herein.

10. The Defendants believe that the Declaration and Statement of Protectional Covenants, Restrictions, and Conditions imposed upon Callison Estates, Greenwood County, South Carolina covenants are void, have not been renewed, relied upon in over twenty-five (25) years, outdated, contrary to public policy, and ambiguous. The Defendants verily believe that the Court should issue a Declaratory Judgment declaring said covenants to be null, void, and a violation of public policy and the South Carolina Code of Laws, South Carolina Constitution, and the United States Constitution.

FOR A THIRD DEFENSE AND BY
WAY OF COUNTERCLAIM
(Civil Conspiracy)

11. Each and every allegation of the First and Second Defense are realleged herein the same manner and to the same extent as if fully repeated herein.

12. The Defendants state that they are the owners of Lot 7 located in said Callison Estates. Upon information and belief, one or more Plaintiffs have called meetings, sent out letters, and have secretly met to conspiringly discuss, raise money, and come up with any actions possible to prevent the Defendants from the peaceful use, occupation, and possession of their land. The Defendants further believe that said conspiracy continues and that the Plaintiffs herein have only reached out to such persons in said Callison Estates that agree with their actions and continue to conspire against the Defendants herein.

FOR A FOURTH DEFENSE AND BY
WAY OF COUNTERCLAIM
(Trespass)

13. Each and every allegation of the First, Second, and Third Defense are realleged herein the same manner and to the same extent as if fully repeated herein.

14. The Defendants verily states that on more than one occasion, one of the Plaintiffs herein has trespassed on their land and said Plaintiff has been advised and told to stay off the Defendants' land.

15. The Defendants verily believe that the Plaintiff herein should be ordered, enjoined, and restrained from coming onto the Defendants' land.

FOR A FIFTH DEFENSE AND BY
WAY OF COUNTERCLAIM
(Estoppel, Waiver, laches)

16. Each and every allegation of the First, Second, Third, and Fourth Defense are realleged herein the same manner and to the same extent as if fully repeated herein.

17. The Defendants verily believe that covenants are ambiguous, obsolete, and impede the reasonable use of land. The Plaintiffs have not been injured and said covenants are old, unenforceable, and property owners have ignored them. Property owners at Callison Estates

have not abided by covenants, including one or more of the Plaintiffs herein. The Defendants verily believe that the Plaintiff's Complaint is barred by the doctrines of waiver, estoppel, and laches.

FOR A SIXTH DEFENSE AND BY
WAY OF COUNTERCLAIM
(Attorney Fees, Cost, and Suit Money)

18. Each and every allegation of the First, Second, Third, Fourth, and Fifth Defense are realleged herein the same manner and to the same extent as if fully repeated herein.

19. The Defendants verily believe that they are entitled to suit money, cost, and attorney fees for their defense of this action.

WHEREFORE, Defendants, Sudie Dell Davis and Roosevelt Davis, prays for an Order of this Court:

1. Dismissing Plaintiffs' Verified Complaint.
2. Granting the Defendants' counterclaim against the Plaintiffs.
3. Granting the Defendants' Declaratory Judgment against the Plaintiffs relevant to the covenants.
4. Granting Defendants suit money, cost, and attorney fees against the Plaintiffs.
5. Grant such other and further relief as the Court deems just and proper.

TOMMY L. STANFORD LAW FIRM, PC

Greenwood, South Carolina

December 21, 2022.

s/ Tommy L. Stanford

TOMMY L. STANFORD, ESQUIRE

Attorney for Defendants, Sudie Dell Davis
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Verifications Filed December 21, 2022

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)
NANCY S. INMAN, LISA TOLBERT,)
VERNELL HUMPHRIES,)
Plaintiff,)
vs.)
SUDIE DELL DAVIS AND)
ROOSEVELT DAVIS)
Defendant.)

IN THE FAMILY COURT
EIGHTH JUDICIAL CIRCUIT

VERIFICATION

CASE NO.: ~~2018-CP-24-00770~~
2022-CP-24-01036

Personally appeared before me, Sudie Dell Davis, who on oath states: That she is the Plaintiff in the foregoing action; That she has read the allegations in the foregoing Verified Answer and Counterclaim and the same are true of her own knowledge, except those stated therein to be based upon information and belief, and as to those she believes them to be true.

Sudie Dell Davis
SUDIE DELL DAVIS

SWORN TO before me this 21st
day of December, 2022.

[Signature] (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 2/27/2023

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

NANCY S. INMAN, LISA TOLBERT,
VERNELL HUMPHRIES,
Plaintiff,)

vs.)

SUDIE DELL DAVIS AND ROOSEVELT
DAVIS
Defendant.)

IN THE FAMILY COURT

EIGHTH JUDICIAL CIRCUIT

VERIFICATION

CASE NO.: ~~2018-CP-24-00770~~
2022-CP-24-01036

Personally appeared before me, Roosevelt Davis, who on oath states: That he is the Plaintiff in the foregoing action; That he has read the allegations in the foregoing Verified Answer and Counterclaim and the same are true of his own knowledge, except those stated therein to be based upon information and belief, and as to those he believes them to be true.

Roosevelt Davis
ROOSEVELT DAVIS

SWORN TO before me this 2/5/

day of December, 2022.

[Signature] (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 2/27/2023

**Defendants' Responses to Plaintiffs' Requests to Admit and Attachments Filed
October 25, 2023**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT,	)	
VERNELL HUMPHRIES,	)	CASE NO.: 2022-CP-24-01036
Plaintiffs,	)	
	)	
vs.	)	DEFENDANTS' RESPONSES TO
	)	PLAINTIFFS' REQUESTS TO ADMIT
SUDIE DELL DAVIS AND ROOSEVELT	)	
DAVIS	)	
Defendants.	)	

TO: JAMES GRAHAM PADGETT, III, ATTORNEY FOR THE PLAINTIFFS

The Defendants' answers the Request To Admit of the Plaintiffs, hereby answers as follows:

1. REQUEST: Admit that Exhibit A, entitled "declaration and statement of protective covenants, restrictions and conditions imposed upon Callison Estates, Greenwood County, South Carolina" recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 259, at Pages 185-188, is a genuine and authentic copy of the original.

ANSWER: The Defendants do not deny that Exhibit A is filed in the Office of the Clerk of Court for Greenwood County in Deed Book 259, Pages 185-188. Therefore, the Defendants admit to Request #1.

2. REQUEST: Admit that Exhibit B, entitled "amendment to declaration and statement of protective covenants, restrictions and conditions of the subdivision known as "Callison Estates" Greenwood County, South Carolina property now or formerly of Calvin W. Kinard, Gilbert Holshouser and C.W. Kinard, dated May 10, 1977 and recorded in deed book 259 at page 185" recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 267, at Pages 435-438, is a genuine and authentic copy of the original.

ANSWER: The Defendants do not deny that Exhibit B, is filed in the Office of the Clerk of Court for Greenwood County in Deed Book 267, Pages 435-438. Therefore, the Defendants Admit to Request #2.

3. REQUEST: Admit that Exhibit C, entitled "supplemental declaration of protective covenants Callison Estates subdivision" recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 267, at Pages 439-440, is a genuine and authentic copy of the original.

ANSWER: The Defendants do not deny that Exhibit C, is filed in the Office of the Clerk of Court for Greenwood County in Deed Book 267, Pages 439-440. Therefore, the Defendants Admit to Request #3.

4. REQUEST: Admit that Exhibit D, entitled "Callison Estates 'Phase I'" recorded in the Office of the Clerk of Court for Greenwood County at Plat Book 28, at Page 41, is a genuine and authentic copy of the original.

ANSWER: The Defendants do not deny that Exhibit D, is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 28, Pages 41. Therefore, the Defendants Admit to Request #4.

5. REQUEST: Admit that Exhibit E, entitled "title to real estate" from Cleveland Moton and Charlayne Moton to Sudie Dell Davis and Roosevelt Davis recorded in the Office of the Clerk of Court for Greenwood County at Plat Book 1633, at Pages 139-142, is a genuine and authentic copy of the original.

ANSWER: The Defendants do not deny that Exhibit D, is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 1633, Pages 139-142. Therefore, the Defendants Admit to Request #5.

6. REQUEST: Admit that Defendants own lot 7, Callison Estates, Phase I.

ANSWER: The Defendants do not deny that they own lot 7 and the deed says, lot 7, Callison Estates, Phase I and the Defendants further state that they have no knowledge as

to whether or not this lot continues to be a part of Callison Estates or that any covenants are applicable to this lot.

7. REQUEST: Admit that the Protective Covenants set forth in Exhibits A, B, and C are each located in the public record's chain of title for the Property.

ANSWER: The Defendants state that due to the outdated age of the Exhibits A, B, and C and the failure of the exhibits to be updated in forty to fifty (40-50) years, the Defendants cannot state that said exhibits are a part of the public record's chain of title. The Defendants do not admit to Request #7 and denies therefore, denies the same.

8. REQUEST: Admit that Exhibit F, entitled "Southland Homes of Greenwood, Inc." dated April 12, 2022, is a genuine and authentic copy of the original.

ANSWER: The Defendants do not deny that Exhibit F, entitled "Southland Homes of Greenwood, Inc." dated April 12, 2022, is a genuine and authentic copy of the original. Therefore, the Defendants admit to Request #8.

9. REQUEST: Admit that Exhibit G, entitled "Legacy 2860032", is a genuine and authentic copy of the original.

ANSWER: The Defendants do not have sufficient information to admit to Request #9. The Defendants do not believe that Exhibit G accurately reflects the number of square feet in the home. The Defendants do not admit to Request #9 and therefore, denies the same.

10. REQUEST: Admit that Exhibit G accurately describes the improvement placed on the Property.

ANSWER: The Defendants do not have sufficient information nor the knowledge of an expert to state that Exhibit G is an accurate description of the improvement of the home

and whether Exhibit G accurately depicts the home. The Defendants do not admit to Request #10 and therefore denies the same.

11. REQUEST: Admit that Exhibit H, entitled "Legend Express 2860032LGX ScotBilt Homes, Inc.", is a genuine and authentic copy of the original.

ANSWER: The Defendants do not have sufficient information nor the knowledge of an expert to state that Exhibit H, entitled "Legend Express 2860032LGX ScotBilt Homes, Inc.", is a genuine and authentic copy of the original. The Defendants do not admit to Request #11 and therefore denies the same.

12. REQUEST: Admit that, Exhibit H accurately describes the improvement placed on the Property.

ANSWER: See answer in Request #10 and the Defendants deny the same as stated in Request #10.

13. REQUEST: Admit that the Defendants placed the ScotBilt 2860032 improvement on the Property.

ANSWER: The Defendants admits that a home is on the Property but cannot state that a ScotBilt 2860032 is the said home. The Defendants do not admit to Request #13 and denies therefore, denies the same.

14. REQUEST: Admit that item 9 of Exhibit A prohibits a house trailer to be erected on the Property.

ANSWER: The Defendants state that item 9 of Exhibit A, prohibits a house trailer to be erected on the Property back in the year of 1977 and further states that the Defendants do not have knowledge as to a "house trailed" in the year of 2022 and 2023. The Defendants do not admit to Request #14 and therefore, denies the same.

15. REQUEST: Admit that item 2 of Exhibit A prohibits all residences less than 1,600 square feet, exclusive of patios, carports, garages and porches, to be on the Property.

ANSWER: Item 2 of Exhibit A states that residences less than 1,600 square feet, exclusive of patios, carports, garages, and porches are prohibited. The Defendants have no knowledge of the validity of Exhibit A, item 2, the enforcement of Exhibit A, item 2, and states that the Defendants' home is not less than 1,600 square feet and therefore, the Defendants denies Request #15.

16. REQUEST: Admit that the absence of any instrument signed and recorded in the public record to cancel the Protective Covenants.

ANSWER: The Defendants do not have sufficient knowledge as to the cancellation of Protective Covenants, nor whether the Protective Covenants are valid and enforceable. Therefore, the Defendants do not admit to Request #16 and therefore, denies the same.

17. REQUEST: Admit that the ScotBilt 2860032 was transported to the Property by a truck.

ANSWER: The Defendants are not aware of how their home was erected on the Property. Therefore, the Defendants do not admit to Request #17 and therefore, denies the same.

18. REQUEST: Admit that the ScotBilt 2860032 was transported to the Property on a chassis with wheels and axles.

ANSWER: The Defendants are not aware, nor have knowledge of their residence being transported on a chassis with wheels and axles. Therefore, the Defendants do not admit to Request #18 and therefore, denies the same.

19. REQUEST: Admit that the ScotBilt 2860032 South Carolina Department of Motor Vehicles Title Application attached as Exhibit I, is a genuine and authentic copy of the original.

ANSWER: The Defendants do not have accurate knowledge of Exhibit I and whether or not this Exhibit is a South Carolina Department of Motor Vehicles Title Application.

Therefore, the Defendants do not admit to Request #19 and denies the same.

20. REQUEST: Admit that the copies of the Greenwood County Register of Deeds index books attached as Exhibit J, are genuine and authentic copies of the originals.

ANSWER: The Defendants do not have any knowledge of the attached Exhibit J nor what it depicts. The Defendants do not admit to Request #20 and therefore, denies the same.

Greenwood, South Carolina

TOMMY L. STANFORD LAW FIRM, PC

March 9, 2023.


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EXHIBIT

A

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

DECLARATION AND STATEMENT OF
PROTECTIVE COVENANTS, RESTRICTIONS
AND CONDITIONS IMPOSED UPON CALLISON
ESTATES, GREENWOOD COUNTY, SOUTH
CAROLINA.

lost stamps

WHEREAS, Calvin W. Kinard, Gilbert Holshouser and C. W. Kinard,

owners of the lots hereinafter described, have caused the same to be surveyed and subdivided into lots and streets and have caused a plat thereof to be made by John Welborn, Surveyor, dated March 14, 1977, which said plat has been duly recorded in the office of the Clerk of Court for Greenwood County in Plat Book 28, at Page 41; and

WHEREAS, Calvin W. Kinard, Gilbert Holshouser and C. W. Kinard intend to sell and convey the lots hereinafter described by deeds of conveyance containing protective covenants, restrictions and conditions binding upon the part of all grantees therein and which shall constitute covenants running with the land and which shall be binding upon all parties and persons claiming under the said grantees to the end that the said protective covenants, restrictions and conditions shall inure to the benefit of each and all of said grantees and their respective heirs and assigns,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Calvin W. Kinard, Gilbert Holshouser and C. W. Kinard have agreed upon, fixed, attached to and imposed upon and does hereby agree upon, affix and attach to and impose upon each and every lot hereinafter described and upon each and every grantee of any such lot, their heirs and assigns, the following protective covenants, restrictions and conditions, to-wit:

1. All lots in said Subdivision, or parts of the tract of land hereinafter described shall be known and described as residential lots. No structure shall be erected, altered, or placed or permitted to remain on any such residential lot other than one residence designed for a single family occupancy only, not to exceed two and one-half (2½) stories in height, a private garage, and either a barn or a storage shed or combination thereof.
2. All residences erected or located on any lot in said Subdivision shall have at least sixteen hundred (1,600) square feet, exclusive of patios, carports, garages and porches,

For Consentment to Callison's Subdivision see Plat Book 28, Page 41. See also 1977-78, 1978-79, 1979-80, 1980-81, 1981-82, 1982-83, 1983-84, 1984-85, 1985-86, 1986-87, 1987-88, 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99, 1999-00, 2000-01, 2001-02, 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-30, 2030-31, 2031-32, 2032-33, 2033-34, 2034-35, 2035-36, 2036-37, 2037-38, 2038-39, 2039-40, 2040-41, 2041-42, 2042-43, 2043-44, 2044-45, 2045-46, 2046-47, 2047-48, 2048-49, 2049-50, 2050-51, 2051-52, 2052-53, 2053-54, 2054-55, 2055-56, 2056-57, 2057-58, 2058-59, 2059-60, 2060-61, 2061-62, 2062-63, 2063-64, 2064-65, 2065-66, 2066-67, 2067-68, 2068-69, 2069-70, 2070-71, 2071-72, 2072-73, 2073-74, 2074-75, 2075-76, 2076-77, 2077-78, 2078-79, 2079-80, 2080-81, 2081-82, 2082-83, 2083-84, 2084-85, 2085-86, 2086-87, 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2420-21, 2421-22, 2422-23, 2423-24, 2424-25, 2425-26, 2426-27, 2427-28, 2428-29, 2429-30, 2430-31, 2431-32, 2432-33, 2433-34, 2434-35, 2435-36, 2436-37, 2437-38, 2438-39, 2439-40, 2440-41, 2441-42, 2442-43, 2443-44, 2444-45, 2445-46, 2446-47, 2447-48, 2448-49, 2449-50, 2450-51, 2451-52, 2452-53, 2453-54, 2454-55, 2455-56, 2456-57, 2457-58, 2458-59, 2459-60, 2460-61, 2461-62, 2462-63, 2463-64, 2464-65, 2465-66, 2466-67, 2467-68, 2468-69, 2469-70, 2470-71, 2471-72, 2472-73, 2473-74, 2474-75, 2475-76, 2476-77, 2477-78, 2478-79, 2479-80, 2480-81, 2481-82, 2482-83, 2483-84, 2484-85, 2485-86, 2486-87, 2487-88, 2488-89, 2489-90, 2490-91, 2491-92, 2492-93, 2493-94, 2494-95, 2495-96, 2496-97, 2497-98, 2498-99, 2499-00, 2500-01, 2501-02, 2502-03, 2503-04, 2504-05, 2505-06, 2506-07, 2507-08, 2508-09, 2509-10, 2510-11, 2511-12, 2512-13, 2513-14, 2514-15, 2515-16, 2516-17, 2517-18, 2518-19, 2519-20, 2520-21, 2521-22, 2522-23, 2523-24, 2524-25, 2525-26, 2526-27, 2527-28, 2528-29, 2529-30, 2530-31, 2531-32, 2532-33, 2533-34, 2534-35, 2535-36, 2536-37, 2537-38, 2538-39, 2539-40, 2540-41, 2541-42, 2542-43, 2543-44, 2544-45, 2545-46, 2546-47, 2547-48, 2548-49, 2549-50, 2550-51, 2551-52, 2552-53, 2553-54, 2554-55, 2555-56, 2556-57, 2557-58, 2558-59, 2559-60, 2560-61, 2561-62, 2562-63, 2563-64, 2564-65, 2565-66, 2566-67, 2567-68, 2568-69, 2569-70, 2570-71, 2571-72, 2572-73, 2573-74, 2574-75, 2575-76, 2576-77, 2577-78, 2578-79, 2579-80, 2580-81, 2581-82, 2582-83, 2583-84, 2584-85, 2585-86, 2586-87, 2587-88, 2588-89, 2589-90, 2590-91, 2591-92, 2592-93, 2593-94, 2594-95, 2595-96, 2596-97, 2597-98, 2598-99, 2599-00, 2600-01, 2601-02, 2602-03, 2603-04, 2604-05, 2605-06, 2606-07, 2607-08, 2608-09, 2609-10, 2610-11, 2611-12, 2612-13, 2613-14, 2614-15, 2615-16, 2616-17, 2617-18, 2618-19, 2619-20, 2620-21, 2621-22, 2622-23, 2623-24, 2624-25, 2625-26, 2626-27, 2627-28, 2628-29, 2629-30, 2630-31, 2631-32, 2632-33, 2633-34, 2634-35, 2635-36, 2636-37, 2637-38, 2638-39, 2639-40, 2640-41, 2641-42, 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2753-54, 2754-55, 2755-56, 2756-57, 2757-58, 2758-59, 2759-60, 2760-61, 2761-62, 2762-63, 2763-64, 2764-65, 2765-66, 2766-67, 2767-68, 2768-69, 2769-70, 2770-71, 2771-72, 2772-73, 2773-74, 2774-75, 2775-76, 2776-77, 2777-78, 2778-79, 2779-80, 2780-81, 2781-82, 2782-83, 2783-84, 2784-85, 2785-86, 2786-87, 2787-88, 2788-89, 2789-90, 2790-91, 2791-92, 2792-93, 2793-94, 2794-95, 2795-96, 2796-97, 2797-98, 2798-99, 2799-00, 2800-01, 2801-02, 2802-03, 2803-04, 2804-05, 2805-06, 2806-07, 2807-08, 2808-09, 2809-10, 2810-11, 2811-12, 2812-13, 2813-14, 2814-15, 2815-16, 2816-17, 2817-18, 2818-19, 2819-20, 2820-21, 2821-22, 2822-23, 2823-24, 2824-25, 2825-26, 2826-27, 2827-28, 2828-29, 2829-30, 2830-31, 2831-32, 2832-33, 2833-34, 2834-35, 2835-36, 2836-37, 2837-38, 2838-39, 2839-40, 2840-41, 2841-42, 2842-43, 2843-44, 2844-45, 2845-46, 2846-47, 2847-48, 2848-49, 2849-50, 2850-51, 2851-52, 2852-53, 2853-54, 2854-55, 2855-56, 2856-57, 2857-58, 2858-59, 2859-60, 2860-61, 2861-62, 2862-63, 2863-64, 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2975-76, 2976-77, 2977-78, 2978-79, 2979-80, 2980-81, 2981-82, 2982-83, 2983-84, 2984-85, 2985-86, 2986-87, 2987-88, 2988-89, 2989-90, 2990-91, 2991-92, 2992-93, 2993-94, 2994-95, 2995-96, 2996-97, 2997-98, 2998-99, 2999-00, 3000-01, 3001-02, 3002-03, 3003-04, 3004-05, 3005-06, 3006-07, 3007-08, 3008-09, 3009-10, 3010-11, 3011-12, 3012-13, 3013-14, 3014-15, 3015-16, 3016-17, 3017-18, 3018-19, 3019-20, 3020-21, 3021-22, 3022-23, 3023-24, 3024-25, 3025-26, 3026-27, 3027-28, 3028-29, 3029-30, 3030-31, 3031-32, 3032-33, 3033-34, 3034-35, 3035-36, 3036-37, 3037-38, 3038-39, 3039-40, 3040-41, 3041-42, 3042-43, 3043-44, 3044-45, 3045-46, 3046-47, 3047-48, 3048-49, 3049-50, 3050-51, 3051-52, 3052-53, 3053-54, 3054-55, 3055-56, 3056-57, 3057-58, 3058-59, 3059-60, 3060-61, 3061-62, 3062-63, 3063-64, 3064-65, 3065-66, 3066-67, 3067-68, 3068-69, 3069-70, 3070-71, 3071-72, 3072-73, 3073-74, 3074-75, 3075-76, 3076-77, 3077-78, 3078-79, 3079-80, 3080-81, 3081-82, 3082-83, 3083-84, 3084-85, 3085-86, 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3197-98, 3198-99, 3199-00, 3200-01, 3201-02, 3202-03, 3203-04, 3204-05, 3205-06, 3206-07, 3207-08, 3208-09, 3209-10, 3210-11, 3211-12, 3212-13, 3213-14, 3214-15, 3215-16, 3216-17, 3217-18, 3218-19, 3219-20, 3220-21, 3221-22, 3222-23, 3223-24, 3224-25, 3225-26, 3226-27, 3227-28, 3228-29, 3229-30, 3230-31, 3231-32, 3232-33, 3233-34, 3234-35, 3235-36, 3236-37, 3237-38, 3238-39, 3239-40, 3240-41, 3241-

3. No building or any part thereof shall be erected or constructed on any lot nearer than thirty-five (35) feet to the front property line or side street line, nor nearer than fifteen (15) feet to an interior lot line.
4. With the exception of horses and household pets, no poultry, swine, cows, goats, mules, or other farm animals or fowls shall be maintained on any lot, and no vegetable garden may be planted except in the rear or back yard of any lot.
5. No commercial activity of any kind or nature shall be conducted upon any of the residential lots.
6. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
7. The Grantees shall keep their lots reasonably clear of rubbish, weeds and undergrowth before, during and after the construction of a residence.
8. No garbage or domestic trash shall be disposed of by burning or burying on any lot within this Subdivision or adjacent property and shall not be kept except in sanitary containers.
9. No commercial vehicles, camper trailers, or house trailers shall be parked or stored on any lot except in the carport or garage or real portion of said lot.
10. No lot shall be resubdivided or rearranged so as to face in any direction other than as shown on recorded plat; nor shall any lot be resubdivided or rearranged so as to contain less than it now has as shown on said recorded plat, unless such resubdividing or rearranging is done for the purpose of enlarging the size of the adjacent lots.
11. All easements for streets, utilities and drainage are established and dedicated for such uses and purposes as are shown upon the plat, and all rights necessary to the use and enjoyment of such easements, streets, utilities and drainage easements are hereby reserved and no building shall be constructed over or upon area designated for easement purposes upon the plat.

12. No fence or wall shall be placed on any lot within thirty-five (35) feet of front property lines, except when same is ornamental design and does not exceed three (3) feet in height. 187

13. There shall be no pasture on any lot nearer than two hundred (200) feet to the front property line or thirty-five (35) feet to the side street line.

14. No barn or storage shed or combination thereof shall be erected or constructed on any lot nearer than three hundred (300) feet to the front property line or side street line, nor nearer than fifty (50) feet to an interior lot line.

15. No cars, hot rods, trucks, buses, motorcycles or other vehicles are to be repaired or stored within the Subdivision.

16. In the event of violations of any of the said covenants, restrictions or conditions, the said grantor herein, his heirs and assigns and each and every owner of one of the lots in Callison Estates Subdivision shall have and are hereby given the right of abatement of such violation or violations and shall have and are hereby given the right to enforce compliance by injunction or any other appropriate action without incurring any liability for damages of any kind whatsoever.

17. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the or the owner of any land subject to this Declaration their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by the then owners of two-thirds of the lots is recorded, agreeing to change said covenants and restrictions in whole or in part.

18. The tract of land hereinabove referred to in the Subdivision thereof known as Callison Estates is as follows:

All those certain pieces, parcels or lots of land situate, lying and being in the County of Greenwood, State of South Carolina, being known and designated as Lots Nos. 1 through 14, inclusive, as shown on plat entitled "Callison Estates, Phase One" prepared by John H. Welborn, Surveyor, under date of March 14, 1977, a copy of which

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plat is incorporated herein and by reference made a part hereof and a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book _____ at Page _____.

10. It is understood and agreed that if in the future the undeveloped and unnumbered area of the property shown on the above described plat is subdivided, all of the lots so subdivided will be sold subject to Protective Covenants, Restrictions and Conditions substantially the same as the Protective Covenants, Restrictions and Conditions set out herein.

WITNESS my Hand and Seal this 10th day of May, 1977.

In the Presence of:

Calvin W. Kinard

Calvin W. Kinard (L.S.)

Gilbert Holshouser

Gilbert Holshouser (L.S.)

C. W. Kinard (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Before me personally appeared Calvin W. Kinard and made oath that he saw the within named Calvin W. Kinard, Gilbert Holshouser and C. W. Kinard, sign, seal, and as their act and deed, deliver the within written Declaration and Statement of Protective Covenants, Restrictions and Conditions imposed upon Callison Estates; and that he with Deanna W. Swofford witnessed the execution thereof.

Deanna W. Swofford

SWORN to and Subscribed before me

this 10th day of May, 1977.

Deanna W. Swofford (L.S.)
Notary Public for South Carolina

My Commission Expires: 3/15/87

EXHIBIT

B

Buttropa
STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

30 Oct 1977
11:30 AM T. H. Kinard

AMENDMENT TO DECLARATION AND STATEMENT OF
PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
OF THE SUBDIVISION KNOWN AS "CALLISON ESTATES"
GREENWOOD COUNTY, SOUTH CAROLINA PROPERTY NOW
OR FORMERLY OF CALVIN W. KINARD, GILBERT HOLSHOUSER
AND C. W. KINARD, DATED MAY 10, 1977 AND RECORDED IN
DEED BOOK 259 AT PAGE 165

WHEREAS, Calvin W. Kinard, Gilbert Holshouser and C. W. Kinard,
hereinafter referred to as "OWNERS" own a tract of land located south of the City
of Greenwood, County of Greenwood, State of South Carolina, cause such land to be
subdivided by plat hereof prepared by John H. Welborn, Surveyor, dated March 14,
1977, and recorded in the Office of the Clerk of Court for Greenwood County, in Plat
Book 28 at page 41; and

WHEREAS, Owners, before offering for sale any of said lots, made a
Declaration and Statement of Protective Covenants, Restrictions and Conditions
relating to such subdivision, which restrictions are recorded in the Office of the
Clerk of Court for Greenwood County in Deed Book 259 at Page 165;

WHEREAS numerous lots in said subdivision have been sold; all subject
to said Statement of Protective Covenants, Restrictions and Conditions; and

WHEREAS it is now the mutual desire of all of the present owners
of property contained within the subdivision known as Callison Estates; to amend
said covenants, restrictions and conditions so as to provide for committee approval
of the plan of houses to be built within the subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that
we, the undersigned, constituting all of the present owners of property within the
subdivision known as Callison Estates in Greenwood County, South Carolina, in
consideration of the mutual promises and conditions hereinafter stated and the

benefits to inure to each of us, do hereby amend that "Declaration and Statement of Protective Covenants, Restrictions and Conditions Imposed Upon Callison Estates, Greenwood County, South Carolina" which Declaration is recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 259 at Page 186 in the following particular:

1. There shall be added to said Declaration of Protective Covenants, Restrictions and Conditions a new paragraph to be known as Paragraph 20 which shall read as follows:

"No building, fence or other structure shall be erected placed, or altered on any lot within the subdivision until the proposed building plans, specifications, exterior color or finish and plot plan showing (the proposed location of such building or structure, drives and parking areas) have been improved in writing by the owners, their successors and assigns. Refusal of approval of plans, location or specifications may be based by the owners upon any ground, including purely aesthetic considerations, which in the sole uncontrolled discretion of the owners, shall be deemed sufficient. No alterations in the exterior appearance of any building or structure, including accessory buildings, shall be made without like approval by the owners. One (1) copy of all plans and related data shall be furnished the owners for their records."

2. The amendment herein incorporated in said Declaration and Statement shall constitute a part of the said Declaration and Statement of Protective Covenants, Restrictions and Conditions from the date of this amendment and shall affect all structures hereafter placed on property contained within that subdivision known as Callison Estates.

3. Except as specifically as amended above, all the provisions of the Protective Covenants, Restrictions and Conditions as set forth in said Declaration shall continue in full force and effect.

WITNESS our hands and seals this, 5th day of October, 1978. 436

SIGNED, sealed and delivered
in the Presence of:

Joe Rogers
J. W. Kinard

Calvin W. Kinard (L.S.)
Calvin W. Kinard

Gilbert Holshouser (L.S.)
Gilbert Holshouser

C. W. Kinard (L.S.)
C. W. Kinard

AS TO LOT NOS. 7 and 15

-1- Michael D. Inman (L.S.)
Michael D. Inman, AS TO LOTS 4 and 5

William W. Ward

J. K. Moore

AS TO LOT NOS. 4 and 5

AS TO LOT NOS. 12 and 14

AS TO LOT NO. 9

AS TO LOT NO. 8

AS TO LOT NOS. 1 and 2.

AS TO LOT NO. 8

AS TO LOT NOS. 8 and 7

AS TO LOT NOS. 3, 10, 11 and 12

AS TO LOT NO. 14

AS TO LOT NO. 18

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENWOOD }

PERSONALLY appeared before me CALVIN KINARD

and made oath that he saw the within named Michael D. Inman, Nancy E. Inman, Herbert R. Anderson, Sr., Lewis Eugene Pinson, Carol Pinson, Joseph F. Rogers, Fran W. Greer, Jennings Gary Dorn, Jr., Johnny Humphres and Vernell Humphres sign, seal and as their act and deed deliver the within amendment to Restrictions that he with E. H. GREENE witnessed the execution hereof.

SWORN to and Subscribed before me
this 5th day of September, 1978

C. Randall Hine (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/14/79

STATE OF SOUTH CAROLINA }
COUNTY OF GREENWOOD }

PERSONALLY appeared before me E. H. GREENE

and made oath that he saw the within named Calvin W. Kinard, Gilbert Holshouser and C. W. Kinard sign, seal and as their act and deed deliver the within amendment to Restrictions that he with JOE ROGERS witnessed the execution hereof.

SWORN to and Subscribed before me
this 6th day of October, 1978

C. Randall Hine (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/14/79

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EXHIBIT

C

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS CALLISON
ESTATES SUBDIVISION

This Declaration (Supplemental Declaration), is made this _____ day of September, 1978, by Calvin W. Kinard, Gilbert Holshouser, C. W. Kinard, Owners of the Callison Estates Subdivision hereinafter referred to as "OWNERS".

WHEREAS on May 10, 1977, the Owners imposed certain protective covenants, restrictions and conditions upon certain parcels of property known and designated as "Callison Estates, Phase I," a copy of which restrictions are duly recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 259 at Page 185;

WHEREAS Owners have now developed Phase II of Callison Estates and desire to impose certain protective covenants, restrictions and conditions upon said Phase II.

NOW, THEREFORE OWNERS HEREBY DECLARE:

1. That the subdivision known Callison Estates includes all of the real property set forth and described on plat of "Callison Estates (Phase I and II)" prepared by John H. Walborn, Surveyor, dated May 4, 1978 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 30 at Page 136 and consists of Lot Nos. 1-40.

2. All of the real property shown and described on said plat is made subject to the provisions of the protective covenants, restrictions and conditions imposed upon Phase I of Callison Estates dated May 10, 1977, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 259 at Page 185, the provisions of which are incorporated herein by reference. Such protective covenants, restrictions and conditions dated May 10, 1974, are amended by adding thereto an additional Paragraph to be known as Paragraph 20 which shall read as follows:

"No building, fence or other structure shall be erected placed, or altered on any lot within the subdivision until the proposed building plans, specifications, exterior color or finish and plot plan showing (the proposed location of such building or structure, drives and parking areas) have been approved in writing by the owners, their successors and assigns. Refusal of approval of plans, location or specifications may be based by the owners upon any ground, including purely aesthetic considerations, which in the sole uncontrolled discretion of the owners, shall be deemed sufficient. No alterations in the exterior appearance of any building or structure, including accessory buildings, shall be made without like approval by the owners. One (1) copy of all plans and related data shall be furnished the owners for their records."

IN WITNESS WHEREOF, Owners have executed this Supplemental Declaration and Statement of Protective Covenants, Restrictions and Conditions the day and year first above written.

In the Presence of:

<u><i>[Signature]</i></u>	<u><i>Calvin W. Kinard</i></u> (L.S.)
<u><i>[Signature]</i></u>	<u><i>Gilbert Holshouser</i></u> (L.S.)
	<u><i>C. W. Kinard</i></u> (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

PERSONALLY appeared before me *F. W. Guesst*
and made oath *he* was present and saw the within named Calvin W. Kinard, Gilbert Holshouser, and *C. W. Kinard*, sign, seal and as their act and deed deliver the within written Supplemental Declaration of Protective Covenants, Restrictions and Conditions imposed upon Callison Estates Subdivision and that *he* with *Donner*
in Law & Co witnessed the execution thereof.

SWORN to and Subscribed before me *[Signature]*
this *24th* day of September, 1978
[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: *11/1/79* *440*

LINE	BEARING	LENGTH
A	76 09 45	85.72
B	76 25 27	133.82
C	76 41 09	107.63
D	76 56 51	87.63
E	77 12 33	26.59
F	77 28 15	120.59
G	77 43 57	144.67
H	77 59 39	116.78
I	78 15 21	116.78
J	78 31 03	86.15
K	78 46 45	115.37
L	79 02 27	125.85
M	79 18 09	125.85
N	79 33 51	104.67
O	79 49 33	151.92
P	79 65 15	98.09
Q	80 00 57	177.25
R	80 16 39	140.62
S	80 32 21	79.31
T	80 48 03	180.05
U	81 03 45	185.66
V	81 19 27	181.10
W	81 35 09	151.92
X	81 50 51	126.45
Y	82 06 33	151.92
Z	82 22 15	126.45

FILED 9 May 1964
RECORDED IN Vol. 29 - Page 1
HARRIS COUNTY CLERK
DORR ANN COLE

IT IS HEREBY CERTIFIED THAT THE DIVISION OF LAND ENGINEERING OF THE PLAT QUALIFIES AS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION AS SET FORTH IN ARTICLE 4 OF SUBDIVISION ACT.

John C. Williams May 2, 1977
DIRECTOR OF LAND ENGINEERING

W. H. Marshall
ADMINISTRATIVE OFFICER
Geology Engineer

CALLISON ESTATES 'PHASE I'

ACREAGE- 178.94 PWS. Approx 1.5 Ac. From Tra. line.
 PLAT OF UNBALANCED TRAVERSE
 PRECISION OF FIELD SURVEY- 1:15076
 SCALE 1 IN.=200 FT.

DATE: REVISED 5-4-77
STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
6 MILES SOUTH OF GREENWOOD

PLAT PREPARED FOR
CALVIN W. KINARD
GILBERT ROLESCHOUER
MR. C. W. KINARD

ACCURACY CERTIFIED

JOHN H. WELBORN
JOHN H. WELBORN RLS NO. 5773
PHONE 223-5903

NOTE: ALL CORNERS MARKED BY IRON PINS UNLESS OTHERWISE INDICATED
NO LOT CAN BE FURTHER SUBDIVIDED WITHOUT CONSENT OF HEALTH DEPT.

LOT NO.	TOTAL ACRES	LESS RW	NET AC.
1	1.98	0.14	1.85
2	1.98	0.16	1.82
3	2.12	0.46	1.66
4	2.15	0.61	1.54
5	2.09	0.12	1.89
6	2.00	0.17	1.83
7	2.00	0.17	1.83
8	2.00	0.17	1.83
9	2.00	0.17	1.83
10	2.00	0.43	1.57
11	1.98	0.43	1.55
12	1.90	0.17	1.73
13	1.92	0.19	1.79
14	2.44	0.27	2.17

EXHIBIT

E

202200003247
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
4/8/2022 4:29:23 PM
DEED \$15.00
County: \$14.85
State: \$35.10
BOOK: 1633 PGS: 139 - 142

202200003247
TOMMY L STANFORD LAW FIRM
PO BOX 3321
GREENWOOD, SC 29648

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

TITLE TO REAL ESTATE

KNOW ALL BY THESE PRESENT, that **WE, CLEVELAND MOTON & CHARLAYNE MOTON,**

in consideration of Ten (\$10.00) Love & Other Consideration

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do(es) grant, bargain, sell and release unto **SUDIE DELL DAVIS & ROOSEVELT DAVIS,** their heirs and assigns: all of my interest in the following described property:

Tax Map#: 6852-800-702-(1220 Callison Highway, Greenwood, SC 29646).

All that piece, parcel or lot of land situate, lying and being at 1220 Callison Highway in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 7 of **Callison Estates, Phase I**, as shown on a plat by John H. Welborn dated May 4, 1977, and recorded in the office of the Clerk of Court for Greenwood County in **Plat Book 28, Page 41**.

This being the same property conveyed to Cleveland Moton and Charlayne Moton by deed of Jerry Dillashaw and Donna O. Dillashaw as recorded on July 6, 2001, in the office of the Clerk of Court for Greenwood County in Deed Book 679, Page 186.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever and, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hands(s) and seal(s) this 7th day of April 2022.

ELECTRONICALLY FILED - 2023 Oct 25 3:48 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2401036

SIGNED, sealed and delivered in the presence of:

LeShay D. Reid
Witness #1

Cleveland Moton (SEAL)
CLEVELAND MOTON

LeShay D. Reid
Printed Name of Witness #1

Yany Z. [Signature]
Witness #2

Charayne L. Moton (SEAL)
CHARAYNE MOTON

Tommy L. Stanford
Printed Name of Witness #2

**STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD**

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before this 7th day of April, 2022.

[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

LeShay D. Reid
Witness #1

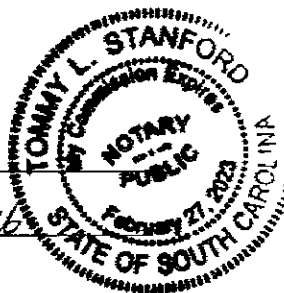
My Commission Expires: 2/27/2023

Grantee's Mailing Address:

P.O. Box 1503

[Signature]

Greenwood, SC 29646



STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

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 being transferred is located at 1220 Callison Highway bearing Greenwood County Tax Map Number 6852-800-702 was transferred by Cleveland Moton & Charlayne Moton to Sadie Dell Davis & Roosevelt Davis on 4-7-2022.
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's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See information section of affidavit):

(If exempt, please skip items 4-7, and to item 8 of this affidavit).

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) has been checked (See information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money's worth in the amount of \$13,500.
 - (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 ☐ 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 encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$13,500.00
 - (b) Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here.)
 - (c) Subtract line 6(b) from line 6(a) place result here: \$13,500.00
7. The deed recording fee dues is based on the amount listed on Line 6(c) above and the deed recording fee due is 49.95.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than a year or both.

Sworn to me this 7th

day of April year of 2022.

Tommy L. Stanford
Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: 2/27/2023

Cleveland Moton
Responsible Person Connected with the Transaction

Cleveland Moton
Print Name

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or in money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market tax value under the provisions of the law.

Exempted for the fee are deeds:

Section 12-24-40

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars.
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States.
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership or trust.
- (9) transferring realty from a partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-4(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchases as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperative, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

EXHIBIT

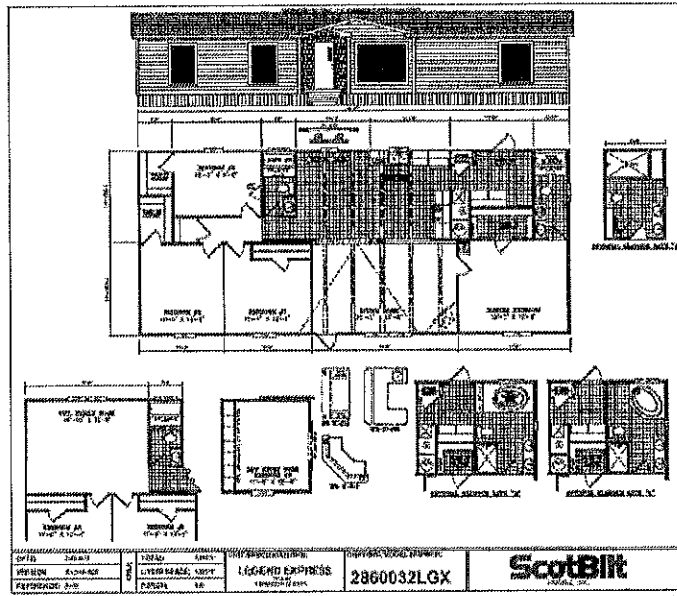
F

Southland Homes of Greenwood, Inc.

1802 Montague Ext.
GREENWOOD, SOUTH CAROLINA 29649
(864) 229-5803

ELECTRONICALLY FILED - 2023 Oct 25 3:48 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2401036

NAME: <u>DAVIS, ROOSEVELT DAVIS SODIE A</u>		PHONE: _____	DATE: <u>4/12/22</u>
DEVELOPER ADDRESS: <u>1220 CALSON HWY GREENWOOD SC 29646</u>			
MAKE & MODEL: <u>SCOT BILT</u>	MODEL: <u>2860 032</u>	YEAR: <u>2022</u>	BEDROOMS: <u>4</u>
SERIAL NUMBER: <u>SBHGA 12113913 AB</u>	COLOR: <u>OLIVE</u>	FLOOR SIZE: <u>160</u>	KITCHEN SIZE: <u>64</u>
☒ NEW ☐ USED		PROPOSED DELIVERY DATE: _____	KEY NUMBERS: _____
LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
CEILING	<u>R-28</u>		
EXTERIOR	<u>R-11</u>		<u>ENERGY STAR</u>
FLOORS	<u>R-22</u>		
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.			
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES		NON-TAXABLE ITEMS	
<u>FINISH SHEET ROCK WALLS CROWN MOULDING</u>		<u>TITLE</u>	
<u>23' 5X5 RIF. SMOOTH TOP RANGE, MICROWAVE</u>		<u>22.50</u>	
<u>DISH WASHER</u>		VARIOUS FEES AND INSURANCE	
<u>GLASS MASTER BATH FIBERGLASS TUB, 48" SHOWER</u>		1. CASH PURCHASE PRICE	
<u>STEEL FRONT DOOR</u>		<u>\$ 135,897.50</u>	
<u>40 GAL. W.H.</u>		TRADE-IN ALLOWANCE \$	
<u>VINYL SIDING W/ BOARD - BATTERY INSERT</u>		LESS BAL. DUE on above \$	
<u>U-SHAPED ISLAND</u>		NET ALLOWANCE \$	
		CASH DOWN PAYMENT \$	
		CASH AS AGREED \$	
		2. LESS TOTAL CREDITS \$	
		SUB-TOTAL \$	
		SALES TAX (if Not Included Above) \$	
		3. Unpaid Balance of Cash Sale Price \$	
HOME SET UP INCLUDES FOOTERS, CEMENT BOARD SKIRTING COLOR		If home is a used or repossessed home: (Check One)	
<u>BLOCKING ANCHOR SYSTEM</u>		☐ This home meets minimum habitability requirements.	
<u>HOOKUP UP TO WATER SEWER & PERIMETER</u>		☐ This home is purchased for the purpose of repair only and not for habitation until the standards of minimum habitability are met.	
<u>214X6 DECKS</u>		If a new home, the manufacturer of this home: (Check One)	
<u>HERB PUMP INSTALLED</u>		☒ is in business.	
REMARKS: <u>WHEELS TO BE REMOVED, CREDIT GIVEN FROM PRICE QUOTE</u>		☐ is no longer in business.	
BALANCE CARRIED TO OPTIONAL EQUIPMENT \$		Dealer and Buyer certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. Buyer is purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that Buyer's trade-in is free from all claims whatsoever, except as noted.	
DESCRIPTION OF TRADE-IN	YEAR	SIZE	
MAKE	MODEL	BEDROOMS	
TITLE NO.	SERIAL NO.	COLOR	
AMOUNT OWING TO WHOM			
ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY ☐ DEALER ☐ BUYER			
DESCRIPTION OF ASSETS PURCHASED FOR DEPOSIT OR DOWN PAYMENT			
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.			
SOUTHLAND HOMES OF GREENWOOD, INC. DEALER			
SIGNED X <u>B. Sidney Moore Jr.</u> BUYER			
SOCIAL SECURITY NO. _____			
SIGNED X <u>Sodie D. Davis</u> BUYER			
SOCIAL SECURITY NO. _____			
A PLAIN LANGUAGE PURCHASE AGREEMENT Rev 09/01			
Copyright © 2002 JENKINS BUSINESS FORMS MASCOUTA, IL 6228			



- 4 Bedroom 2 Bathroom
- 28' X 64'
- Total Square Feet - 1560 ft²
- Living Space - 1560 ft²
- Porch - None

[Download & Print Floor Plan Here!](#)

Legend 2860032

Category

Multi-Section

Collection

Legend Series

Number of Bedrooms

4

Square Feet

1560'

Width

28'

Length

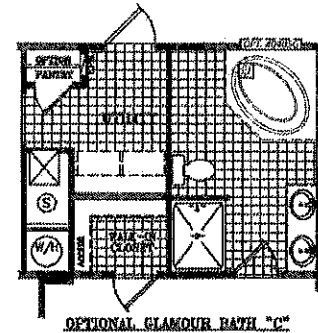
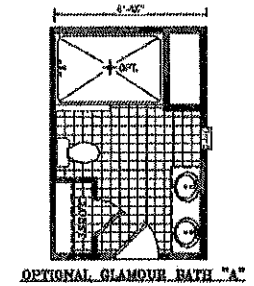
64'



EXHIBIT

G

ELECTRONICALLY FILED - 2023 Oct 25 3:48 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2401036





South Carolina Department of Motor Vehicles Title Application

Form 400
(01/2022)

No strikeovers, erasures or correction fluid is acceptable on this form.

South Carolina and federal law dictates that motor vehicle and driver's license records maintained by the SCDMV may be disclosed in certain situations. For further details on the disclosure of personal information and the types of information disclosed, go to the SCDMV website www.scdmvonline.com/Privacy.

Applications are accepted at SCDMV branches or can be mailed to: SCDMV P.O. Box 1498 - 10311 Wilson Blvd, Blythewood, SC 29015-0038. Motor Carrier Services applications can be mailed to SCDMV P.O. Box 1498, Blythewood, SC 29015-0027. Visit our website www.scdmvonline.com for complete list of required documents and fees.

SECTION A ☐ EXPEDITE (additional \$20.00 fee) Check here to expedite this title. Title can only be expedited in branch office.

CHECK ALL THAT APPLY

☒ TITLE ☐ NEW PLATE ☐ TRANSFER PLATE NUMBER ☐ LEASE ☐ MOPED ☐ RECORD LIEN ☐ DUPLICATE TITLE

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER SBHGA 12113913AB	MAKE SCOTTBILT	MODEL 2860032	YEAR 2022	BODY STYLE MH
FUEL TYPE (GAS OR ELECTRIC)	EMPTY WEIGHT	GVW	MOPED - ENGINE CUBIC CENTIMETERS OR WATTAGE	

SECTION C - ODOMETER MILEAGE (Miles not Kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER/LESSEE INFORMATION

Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) DAVIS, ROOSEVELT	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN 004556011 249-847123	DATE OF BIRTH 10/27/1947
NEW CO-OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) DAVIS, SUDIE D	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN 009230309 250-08-2581	DATE OF BIRTH 3/12/1950
PRIMARY OWNER/LESSEE RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE) 1220 CALLISON HWY	CITY GREENWOOD	STATE SC
MAILING ADDRESS (IF DIFFERENT FROM ABOVE) 1220 CALLISON HWY	CITY GREENWOOD	STATE SC
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS

SECTION E - LEASING COMPANY INFORMATION

Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
			COUNTY

SECTION F - LIEN INFORMATION

If you are a lienholder, are you a SC ELT participant? ☐ Yes ☐ No

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full. Common SENSE LENDING	DATE OF LIEN 8/17/22	CONTACT PERSON ANNA ROWE	TELEPHONE NUMBER 205-331-5700
MAILING ADDRESS P.O. BOX 661527		CITY BIRMINGHAM	STATE ALA	ZIP CODE 35266
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS		CITY	STATE	ZIP CODE

EXHIBIT

I

South Carolina Department of Motor Vehicles Title Application

Form 400
(01/2020)

No strikeouts, erasures or correction fluid is acceptable on this form.

Required for vehicles 25,000 lbs. or greater and bus common carriers only.

6-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 25,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____

OR

FEIN _____

SECTION III - IMPSALES TAX

Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO IMPSALES TAX UNLESS EXEMPT. THE FEE IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

- ☐ THE VEHICLE WAS TRANSFERRED FROM:
- ☐ THE VEHICLE WAS TRANSFERRED TO ME AS:
- ☐ I AM ACTIVE DUTY MILITARY
- ☐ MY PARENT ☐ MY SPOUSE ☐ MY CHILD ☐ MY BROTHER/SISTER ☐ MY GRANDPARENT ☐ MY GRANDCHILD
- ☐ LEGAL HEIR ☐ BENEFICIARY ☐ DISTRIBUTE
- ☐ THE VEHICLE WAS A BONA FIDE GIFT

SECTION IV - VEHICLE INFORMATION

DATE OF PURCHASE 08-17-22	DATE FIRST OPERATED IN S.C.	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? ☒ YES ☐ NO
NEW OR USED NEW	PRIOR TITLE NUMBER	PRIOR TITLE STATE

SECTION V - SELLER INFORMATION

SELLER OR DEALER NAME SOUTHLAND HOMES	SC DEALER/WHOLESALE NUMBER SC9-0151	SC SALES TAX NUMBER 024 03854	SALES PRICE 135,000	TRADE-IN AMOUNT —
ADDRESS 1802 MONTAQUE AVE	CITY GREENWOOD	STATE SC	ZIP CODE 29649	

SECTION VI - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED. THE UNINSURED MOTORIST FEE MUST BE PAID WHETHER OR NOT IT IS OPERATED. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA.

NAME OF INSURANCE COMPANY _____

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC.

AMOUNT OF DONATION: \$ _____

SECTION VII - SIGNATURE OF OWNER

I DECLARE THAT I AM THE OWNER OF THIS VEHICLE. I REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. IF REGISTERING A COMMERCIAL VEHICLE OVER 12,000 lbs., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. UNDER PENALTY OF PERJURY, I CERTIFY ALL INFORMATION PROVIDED IS TRUE AND CURRENT.

OWNER _____

DATE _____

CO-OWNER _____

DATE _____

SIGNATURE OF OWNER(S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

46 - 60 DAYS LATE - \$10.00 61 - 75 DAYS LATE - \$25.00 76 - 135 DAYS LATE - \$50.00 OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

- ☐ DEALER USE
- ☐ RENTAL - IMF WILL NOT BE CHARGED ON RENTAL CAR

THIS SECTION FOR DMV USE ONLY

PROCESSED BY AND OFFICE # _____

PLATE NUMBER _____

EXHIBIT

J

GRANTEE INDEX TO
DEEDS
Caa^{TO} Caz

Greenwood County, S.C.

THE UNIVERSITY OF CHICAGO

The image shows a dark gray, textured surface with a fine, grid-like pattern. The texture is consistent across the entire frame, suggesting a material like book cloth or a heavy paper. There are no discernible features, text, or markings other than the uniform pattern.

THE

TECHNICALITY LEAD-2023 OCT 23 3:48 PM - GREENWOOD, HONOLULU, HI - 08/12/2023 02:27:00

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-01-2001 BY 60322 UCBAW/STP

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	EIGHTH JUDICIAL CIRCUIT
COUNTY OF GREENWOOD	)	
	)	
Nancy S. Inman, Lisa Tolbert, Vernell	)	Motion for Summary Judgment
Humphries,	)	
	)	2022-CP-24-01036
Plaintiffs,	)	
	)	
v.	)	
	)	
Sudie Dell Davis and Roosevelt Davis,	)	
	)	
Defendants.	)	

TO: TOMMY L. STANFORD, ATTORNEY FOR DEFENDANTS SUDIE DELL DAVIS AND ROOSEVELT DAVIS:

Will you please take notice that the Plaintiffs, by and through his undersigned attorney, will move before the Court of Common Pleas in Greenwood County, South Carolina, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard for an Order granting the Plaintiffs summary judgment against Defendants as to the causes of action of breach of real property restrictions and for a permanent injunction and all defenses and counterclaims, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

This motion is based on the pleadings filed in this case, discovery responses, affidavits, and the common and statutory law of the State of South Carolina as may be applicable.

BACOT & PADGETT, LLC
Attorneys for Plaintiff
S/ James Graham Padgett, III
SC Bar #: 069354
414 Monument Street, Suite C
Greenwood, SC 29646
Phone: (864) 227-1570
Fax: (864) 227-2610
Email: padgett@bacotlawfirm.com

Greenwood, South Carolina

Plaintiffs' Affidavits and Documents Filed September 29, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
Nancy S. Inman, Lisa Tolbert, Vernell Humphries,	)	
	)	AFFIDAVIT OF
Plaintiffs,	)	B. SIDNEY MOORE, JR.
v.	)	
Sudie Dell Davis and Roosevelt Davis,	)	
Defendants.	)	

Personally appeared before me, the undersigned, who after being duly sworn, deposes
and says under the penalty of perjury that he has personal knowledge of the following:

1. My name is B. Sidney Moore, Jr. I am a resident of Greenwood, South Carolina. I am an owner and corporate officer of Southland Homes of Greenwood, Inc.
2. As an owner and officer of Southland Homes of Greenwood, Inc., I have personal knowledge of and I am a custodian of records of Southland Homes of Greenwood, Inc. The records attached to this affidavit are kept in the course of regularly conducted business activity, and it is regular practice for Southland Homes of Greenwood, Inc. to make/keep such records. The documents attached hereto are true, accurate, and genuine reproductions of originals. This affidavit is given pursuant to the South Carolina Rule of Evidence 803(6) in lieu of the personal appearance of the person swearing hereto.
3. Southland Homes of Greenwood, Inc. has been in business over 40 years dealing in the sale of quality manufactured homes.
4. On or about April 12, 2022, Southland Homes of Greenwood, Inc. sold a new

BP000130

olive ScotBilt model 2860032 with serial number SBHGA12113913AB to Roosevelt Davis and Sudie D. Davis for a base unit price of \$135,777.00. I am personally familiar with this ScotBilt model 2860032.

5. On or about March 15, 2023, I was served with a subpoena for the production of documents relating to the April 12, 2022 sale of this ScotBilt model 2860032. to Roosevelt Davis and Sudie D. Davis.
6. As a result of that subpoena, I produced the documents attached to this affidavit, now with bates numbering BP000001-BP000012, consisting of the following documents:
 - a. BP000001 Subpoena
 - b. BP000002 Exhibit F to Subpoena
 - c. BP000003 Mobile Home Permit City/County Greenwood SC
 - d. BP000004 Certificate of Compliance
 - e. BP000005 Southland Homes of Greenwood, Inc. dated 4/12/22
 - f. BP000006 ScotBilt manufactured home safety standards
 - g. BP000007-9 ScotBilt invoice
 - h. BP000010-11 Manufacturer's Statement/Certificate of Origin
 - i. BP000012 ScotBilt drawing
7. This new olive ScotBilt model 2860032 with serial number SBHGA12113913AB sold to Roosevelt Davis and Sudie D. Davis for a base unit price of \$135,777.00 is a manufactured home.
8. This manufactured home was manufactured by ScotBilt, was set up at 1220 Callison Highway, Greenwood, South Carolina, has a hitch, and was delivered on wheels and axles. The wheels and axles have been removed.
9. The square footage of this manufactured home is 1,560 square feet.
10. This affidavit is my sworn statement made under the penalties of perjury, and that the facts and circumstances set forth herein are true and accurate to the best of my

BP000131

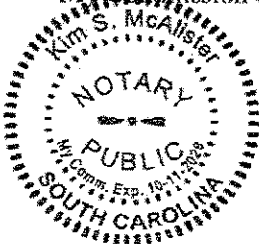
knowledge.

B. Sidney Moore, Jr.
B. Sidney Moore, Jr.

SWORN TO BEFORE ME THIS
5th day of May, 2023

Kim S. McAlister
Notary Public for South Carolina

My Commission expires 10-11-29



STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GREENWOOD

Nancy S. Inman, Lisa Tolbert, Vernell Humphries,
Plaintiffs,

v.

SUBPOENA IN A CIVIL CASE

Sudie Dell Davis and Roosevelt Davis, Defendants

Case Number: 2022-CP-24-01036

Pending in Greenwood County

TO: Southland Homes of Greenwood, Inc., Attn. Sid Moore

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:

All records pertaining to the purchase agreement dated April 12, 2022 attached as Exhibit "F"

PLACE

Bacot & Padgett, LLC 414 Monument Street, Suite C,
Greenwood, SC 29646

DATE AND TIME March 24, 9:00 AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number :

James Graham Padgett, III 414 Monument Street, Suite C, Greenwood, SC 29646 864-227-1570 (Attorney for Plaintiffs)

Date

Print Name

Clerk of Court/Issuing Officer's Signature

Pro Se Litigant's Name, Address and Telephone Number :

Date

Print Name

EXHIBIT

P

Southland Homes of Greenwood, Inc.
1802 Montague Ed.
GREENWOOD, SOUTH CAROLINA 29649
(864) 229-5803

NAME: <u>DAVIS, ROOSEVELT</u>		PHONE: <u>DAVIS SUDIE D</u>	DATE: <u>4/12/22</u>
DELIVERY ADDRESS: <u>1220 CALISON Hwy GREENWOOD SC 29646</u>			
MAKE & MODEL: <u>SCOT BILT</u>	MODEL: <u>2860 032</u>	YEAR: <u>2022</u>	BEDROOMS: <u>4</u>
SERIAL NUMBER: <u>SBHGA 12113913 AB</u>	COLOR: <u>OLIVE</u>	FLOOR SIZE: <u>160</u>	HITCH SIZE: <u>6428</u>
☒ NEW ☐ USED		PROPOSED DELIVERY DATE:	STOCK NUMBER:
LOCATION: <u>CEILING</u>	R-VALUE: <u>R-28</u>	THICKNESS:	TYPE OF INSULATION: <u>ENERGY STAR</u>
EXTERIOR: <u>R-11</u>	OPTIONAL EQUIPMENT:		
FLOORS: <u>R-22</u>	SLIP-TOTAL: <u>\$135,727.00</u>		
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR SECTION 460.16.			
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES:		NON-TAXABLE ITEMS:	
<u>FINISH SHEET ROCK WALLS CROWN MOULDING</u>		TITLE: <u>22.50</u>	
<u>23' 5X6 RIF. SMOOTH TOP RANGE, MICROWAVE</u>		VARIOUS FEES AND INSURANCE:	
<u>DISH WASHER</u>		1. CASH PURCHASE PRICE: <u>\$135,897.60</u>	
<u>GENERAL MASTER BATH FIBERGLASS TUB, 48" SHOWER</u>		TRADE-IN ALLOWANCE: \$	
<u>STEEL BLIND DOOR</u>		LESS BAL. DUE on above: \$	
<u>40 GAL. W.H.</u>		NET ALLOWANCE: \$	
<u>VINYL SIDING W/ BOARD-BATTEN INSERT</u>		CASH DOWN PAYMENT: \$	
<u>V-SHAPE ISLAND</u>		CASH AS AGREED: \$	
		2. LESS TOTAL CREDITS: \$	
		SUB-TOTAL: \$	
		SALES TAX (If Not Included Above): \$	
<u>HOME SET UP INCLUDES FOOTERS, CEMENT BOARD</u>		3. Unpaid Balance of Cash Sale Price: \$	
<u>SLATING ROOF</u>		If home is a used or repossessed home: (Check One)	
<u>BLINDING & DRAINAGE SYSTEM</u>		This home meets minimum habitability requirements.	
<u>ROOFED UP WITH WATER, SEWER & PERIMETER</u>		This home is purchased for the purpose of repair only and not for habitation until the standards of minimum habitability are met.	
<u>200 PM POWER HOOK UP</u>		If a new home, the manufacturer of this home: (Check One)	
<u>24" GFCI DECKS</u>		is in business.	
<u>HOT WATER PUMP INSTALLED</u>		is no longer in business.	
REMARKS: <u>PAVES 5 WHEELS TO BE REMOVED, CREATS GIVEN FRONT</u>		Dealer and Buyer certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. Buyer is purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that Buyer's trade-in is free from all claims whatsoever, except as noted.	
<u>PRICE QUOTE</u>		SALESPERSON INFORMATION	
BALANCE CARRIED TO OPTIONAL EQUIPMENT: \$		NAME: <u>Sid Moore</u>	
DESCRIPTION OF TRADE-IN: YEAR: SIZE: MAKE: MODEL: BEDROOMS:		Print Name:	
TITLE NO. SERIAL NO. COLOR:		Signature: <u>Sid Moore</u>	
AMOUNT OWING TO VENDOR:		License Number: <u>152</u>	
ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY ☐ DEALER ☐ BUYER		Description of Assets Purchased for Deposit or Down Payment:	
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.		SIGNED X: <u>Brian D. Davis</u> BUYER	
Southland Homes of Greenwood, Inc. DEALER		SOCIAL SECURITY NO.:	
SIGNED X: <u>Brian D. Davis</u> BUYER		SIGNED X: <u>Sudie D. Davis</u> BUYER	
SIGNED X: <u>Brian D. Davis</u> BUYER		SOCIAL SECURITY NO.:	
SIGNED X: <u>Brian D. Davis</u> BUYER		SOCIAL SECURITY NO.:	
SIGNED X: <u>Brian D. Davis</u> BUYER		SOCIAL SECURITY NO.:	

A PLAN LANGUAGE PURCHASE AGREEMENT RAY 0201
Copyright © 1987 JEFFREY'S BUSINESS FORMS MASSCOUTA, N. 02054

BP000002

BP000134



Mobile Home Permit
City/County Greenwood SC
528 Monument St, Rm B-3
Greenwood, SC 29646
864-942-8424 or 864-942-8478



Property Owner: DAVIS SUDIE DELL/ROOSEVELT
Mailing Address: PO BOX 1503
GREENWOOD, SC 29646-0000

Permit Number: MH-22-04589
Decal Number: 11767

Mobile Home Owner: Sudie Davis
Mailing Address: 1220 Callison Hwy

Seller's Name: Southland Homes
Mailing Address: 1802 Montague Ave Ext

Phone Number: 864-344-0182

Occupant: Owner

Date of Purchase: 04/12/2022

Purchase Amount: \$135,898.00

Mobile Home Location:

Parcel ID Number: 6852-800-702
1220 Callison Hwy

Mobile Home Information:

Year: 2022 Make: Scot Model: 2860032 ID #
Length: 80 Width: 28 Beds: 4 Bath: 2 Condition:
Sewer: New Septic Water: Individual Well

Fee Information:

Permit Fee: Zoning Compliance Fee (\$25) \$25.00 Payment Type: Cash
Permit Fee: Mobile Home Size (SQFT) \$264.00 Payment Type: Cash
Total: \$289.00

Print Owner:

Sudie D. Davis

Owner Signature:

Sudie D. Davis

Date:

9-12-2022

Building Department Signature:

[Signature]

Date:

9-12-2022

BP000003

BP000135



Greenwood City/County Planning Department
528 Monument St, Room B-01
Greenwood SC 29646

Phone: 864-942-8636

Fax: 864-942-8580

www.greenwoodsc.gov

Certificate of Zoning Compliance

ZC-22-04588

GPIN: 6852-800-702		Subdivision: CALLISON E	
Property Owner: DAVIS SUDIE DELL/ROOSEVELT PO BOX 1503 GREENWOOD, SC 29646-0000			
Site Address: 1220 CALLISON HWY			
Zoning District: RDD	Is the site in an overlay district? N		
Front Yard Setback: 50.00	If yes, which district?		
Side Yard Setback: 10.00	Height of Structure:		
2nd Side Yard Setback: 10.00	Number of Units:		
Rear Setback: 40.00	Number of Off Street Parking:		
Type of Use: Mobile Home 28x60			
Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflict with, or prohibits the activity described in this permit? Yes ☐ No ☒			
I HEREBY MAKE APPLICATION FOR A ZONING COMPLIANCE CERTIFICATE FOR THIS PROPERTY TO BE USED AS SHOWN ABOVE. ALL STATEMENTS CONTAINED HEREIN ARE TRUE AND HAVE BEEN VERIFIED BY ME.			
Applicant: Sudie Davis		Applicant Phone: 864-344-0162	
Applicant Address: 1220 Callison Hwy		Date: 9-12-2022	
Applicant Signature: <i>Sudie D. Davis</i>			
THE USE OF THE BUILDINGS AND/OR LAND AS SHOWN ABOVE CONFORMS TO THE REQUIREMENTS OF THE ZONING ORDINANCE SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS, AND LIMITATIONS:			
(This certificate is subject to cancellation if any misrepresentations have been made or if any changes are made which violate any zoning ordinance provisions).			
Staff Name: connie.cannon			
Staff Signature: <i>Connie Cannon</i>		Date: 9-12-2022	
Flood Zone: X - Outside 500 Yr Floodplain		BFE:	
Closest Flood Boundary: 0.50	Finished Floor:	Flood Map Number: 45047C 0300D	
Flood Zone Review Comments:			
Engineering Staff Signature:		Date:	

BP000004

BP000136

Southland Homes of Greenwood, Inc.

1802 Montague Ext.
GREENWOOD, SOUTH CAROLINA 29649
(864) 229-5603

NAME: <u>DAVIS, ROOSEVELT DAVIS SUDIE A</u>		PHONE:	DATE: <u>4/12/22</u>
DELIVERY ADDRESS: <u>1220 CALSON HWY GREENWOOD SC 29646</u>			
MAKE & MODEL: <u>SCOT BILT</u>	MODEL: <u>2860 032</u>	YEAR: <u>2022</u>	BEDROOMS: <u>4</u>
SERIAL NUMBER: <u>SBHGA 12113913 AB</u>	COLOR: <u>OLIVE</u>	FLOOR SIZE: <u>1601 W28</u>	KITCHEN SIZE: <u>6428</u>
☒ NEW ☐ USED		PROPOSED DELIVERY DATE:	KEY NUMBERS:
LOCATION:	R-VALUE:	THICKNESS:	TYPE OF INSULATION:
CEILING:	<u>R-28</u>		
EXTERIOR:	<u>R-11</u>		<u>ENERGY STAR</u>
FLOORS:	<u>R-22</u>		
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.			SUB-TOTAL: <u>\$135,777.00</u>
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES:			SALES TAX: <u>98.00</u>
<u>FINISH SHEET ROCK WALLS CROWN MOULDING</u> <u>23" SXS REF. SMOOTH TOP RANGE, MICROWAVE</u> <u>DISHWASHER</u> <u>GLASS MASTER BATH FIBERGLASS TUB, 48" SHOWER</u> <u>STEEL FRONT DOOR</u> <u>40 GAL W.H.</u> <u>VINYL SIDING W/ BOARD - BATTEN INSERT</u> <u>U-SHAPE ISLAND</u>			NON-TAXABLE ITEMS: <u>TITLE 22.50</u> VARIOUS FEES AND INSURANCE: 1. CASH PURCHASE PRICE: <u>\$135,897.50</u> TRADE-IN ALLOWANCE: \$ LESS BAL. DUE on above: \$ NET ALLOWANCE: \$ CASH DOWN PAYMENT: \$ CASH AS AGREED: \$ 2. LESS TOTAL CREDITS: \$ SUB-TOTAL: \$
HOME SET UP INCLUDES FOOTERS, CEMENT BOARD SKATING COLOR, BLOCKING, ANCHOR SYSTEM, HOOKUP UP FOR WATER, SEWER & PERIMETER, 100' F.W. POWER HOOKUP, 214X6 DECKS, HEAT PUMP INSTALLED.			SALES TAX (if not included above): 3. Unpaid Balance of Cash Sale Price: \$ If home is a used or repossessed home: (Check One) ☐ This home meets minimum habitability requirements. ☐ This home is purchased for the purpose of repair only and not for habitation until the standards of minimum habitability are met. If a new home, the manufacturer of this home: (Check One) ☒ is in business. ☐ is no longer in business.
REMARKS: <u>AXLES & WHEELS TO BE REMOVED, CREDIT GIVEN FROM PRICE QUOTE</u> BALANCE CARRIED TO OPTIONAL EQUIPMENT: \$			Dealer and Buyer certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. Buyer is purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that Buyer's trade-in is free from all claims whatsoever, except as noted.
DESCRIPTION OF TRADE-IN: YEAR: SIZE: MAKE: MODEL: BEDROOMS: TITLE NO.: SERIAL NO.: COLOR:			SALESPERSON INFORMATION: NAME: <u>Sid Moore</u> Print Name: <u>Sid Moore</u> Signature: License Number: <u>152</u>
AMOUNT OWING TO WHOM: ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY ☐ DEALER ☐ BUYER DESCRIPTION OF ASSETS PURCHASED FOR DEPOSIT OR DOWN PAYMENT:			SIGNED X: <u>B. Sidney Moore</u> BUYER SOCIAL SECURITY NO.: SIGNED X: <u>Sudie A. Davis</u> BUYER SOCIAL SECURITY NO.:
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE. THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN BUYER AND SELLER AND NO OTHER REPRESENTATION OR WARRANTY, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. BUYER'S ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER HAS READ AND UNDERSTANDS THE BACK OF THIS AGREEMENT.			
Southland Homes of Greenwood, Inc. DEALER SIGNED X: <u>B. Sidney Moore</u> PRINT NAME: <u>B. Sidney Moore</u>			

BP000005

BP000137

Manufacturer Address
ScotBilt
 Homes, Inc.

2888 Rufford Road, Waycross, Georgia 31593

Legend Express	28x64	4x2F+0H	Plant Number: 1
Date of Manufacture	HLD Label No(s)		
9/15/2021	GEO1588217 GEO1588218		
Manufacturer's Serial Number and Model Unit Designation			
SBH3A12113913AS 2850032L/GK-SR			
Design Approval by (D.A.P.I.A.): NTA, Inc.			

This manufactured home is designed to comply with the Federal Manufactured Home Construction and Safety Standards in force at the time of manufacture. (For additional information, consult owner's manual.)

The Manufacturer certifies this home is compliant with The Title VI, Toxic Substance Control Act.

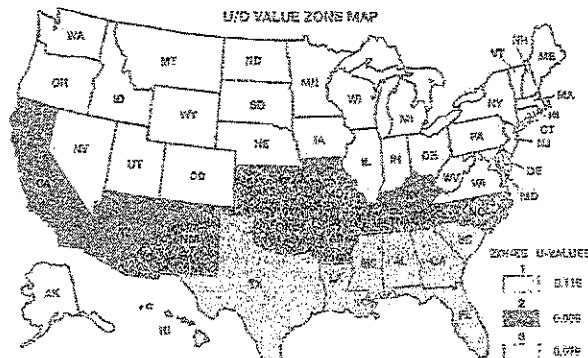
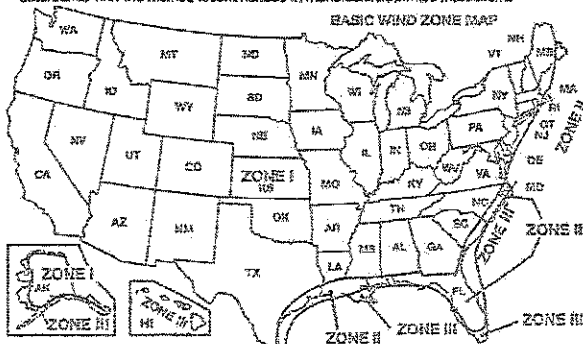
This Manufactured home "IS NOT" designed to accommodate the additional loads imposed by the attachment of an attached accessory building or structure in accordance with the manufacturer installation instructions.

The factory installed equipment includes:

Equipment	Manufacturer	Model Designation
Furnace	INTERTEK	E7EM 010H1
Range	FRIGIDAIRE	FFB9084TBR
Refrigerator	FRIGIDAIRE	FRSS2323ABD
Water Heater	RHEEM	E401R-ES
Dishwasher	FRIGIDAIRE	FDB24R06B12B
Microwave	FRIGIDAIRE	FRMV1846VBA

HOME CONSTRUCTED FOR: Wind Zone I

This home has not been designed for the higher wind pressure and anchoring provisions required for ocean/coastal areas and should not be located within 1500' of the coastline in Wind Zones II and III, unless the home and its anchoring and foundation system have been designed for the increased requirement specified for Exposure D in ANSI/ASCE 7-88. This home **HAS NOT** been equipped with storm shutters or other protective coverings for windows and exterior door openings. For homes designed to be located in Wind Zones II and III, which have not been provided with shutters or equivalent covering devices, it is strongly recommended that the home be made ready to be equipped with these devices in accordance with the method recommended in manufacturer's printed instructions.



COMFORT HEATING

This manufactured home has been thermally insulated to conform with the requirements of the Federal manufactured home construction and safety standards for all locations within climate zone II.

Heating equipment manufacturer and model (see list at left).

The above heating equipment has the capacity to maintain an average 70°F temperature in this home at outdoor temperature of 22°F. To maximize furnace operating economy, and to conserve energy, it is recommended that this home be installed where the outdoor winter temperature (97%) is not higher than 48°F.

The above information has been calculated assuming a maximum wind velocity of 15 mph at standard atmospheric pressure.

COMFORT COOLING

Air conditioning provided at factory (alternate 1)

Air conditioner manufacturer and model (see list at left).

Certified capacity (B.T.U./hour) in accordance with the appropriate air conditioning and refrigeration Institute standards.

The central air conditioning system provided in this home has been sized assuming an orientation of the front (fitch end) of the home facing _____ on this basis the system is designed to maintain an indoor temperature of _____°F when outdoor temperatures are _____°F dry bulb and _____°F wet bulb.

The temperature to which this home can be cooled will change depending upon the amount of exposure of the windows of this home to the sun's radiant heat. Therefore, the home's heat gains will vary dependent upon its orientation to the sun and any permanent shading provided. Information concerning the calculation of cooling loads at various locations, window exposures, and shadings are provided in Chapter 22 of the 1987 edition of the ASHRAE Handbook of Fundamentals.

Information necessary to calculate cooling loads at various locations and orientations is provided in the special comfort information with this home.

X Air conditioner not provided at factory (alternate 2)

The air distribution system of this home is suitable for the installation of central air conditioning.

The supply air distribution system installed in this home is sized for a manufactured home central air conditioning system of up to 29735 B.T.U./hr. rated capacity which are certified in accordance with the appropriate air conditioning and refrigeration Institute standards, when the air circulations of such air conditioners are rated at 0.3 inch water column static pressure or greater for the cooling air delivered to the manufactured home supply air duct system.

Information necessary to calculate cooling loads at various locations and orientations is provided in the special comfort cooling information provided with this manufactured home.

Air conditioner not recommended.

The air distribution system of this home has not been designed in anticipation of its use with a central air conditioning system.

INFORMATION PROVIDED BY THE MANUFACTURER

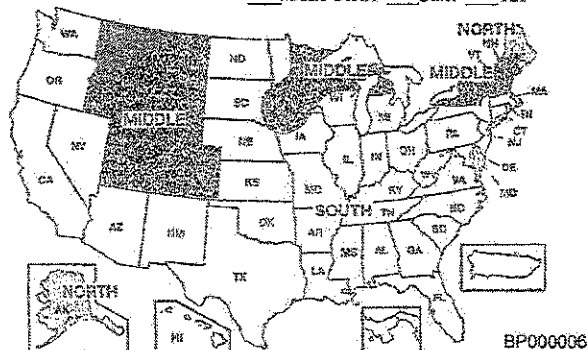
NECESSARY TO CALCULATE SENSIBLE HEAT GAIN

Walls (without windows and doors)	"U"	0.09700
Ceilings and roofs of light color	"U"	0.03300
Ceilings and roofs of dark color	"U"	0.04600
Floors	"U"	0.14250
Air ducts in floor	"U"	0.12500
Air ducts in ceiling	"U"	0.12500
Air ducts installed outside the home	"U"	0.12500

The following are the duct areas in this home:

Air ducts in floor	108	sq. ft.
Air ducts in ceiling	46	sq. ft.
Air ducts installed outside the home	46	sq. ft.

DESIGN ROOF LOAD MAP North 40 PSF X South 20 PSF
 Middle 30 PSF Other PSF



ScotBilt HOMES, INC.					
Remit To: 2888 Fulford Road Waycross, GA 31503		Invoice Date 9/15/2021		INVOICE Invoice Number 48630	
SOLD TO: SOUTHLAND HOMES 1802 MONTAGUE AVE GREENWOOD, SC 29649		SHIP TO: SOUTHLAND HOMES 1802 MONTAGUE AVE GREENWOOD, SC 29649		FINANCED BY: TRIAD FINANCIAL SERVICES 13901 SUTTON PARK DR S JACKSONVILLE, FL 32224	
VIN	Series Name	Model Number	Model Year	Label Number	Number of Sections
SBHGA12113913AB	Legend Express	2860032-LGX-SK	2022		2
Construction Type	P. O. Number	Bedrooms	Bathrooms	Floor Plan Approval #	Size
Manufactured Home		4	2	44271	28 X 60
Sales Representative	Production Facility	Gross Weight	Half Baths		Length with Hitch
Cliff Crosby	Scotbilt Waycross GA Plant 1	36000	0		64
		Retail Customer Name			
		SIMS			
Section	VIN Number	HCD Label	Engineering Number		
Section 1	SBHGA12113913A	GEO1588217			
Section 2	SBHGA12113913B	GEO1588218			
Quantity	Option Item Description				Price
1	Decor: Decor Color				\$0.00
1	Vinyl Lap: Vinyl Lap Color				\$0.00
1	Board & Batten (If Applicable): Color				\$0.00
1	Shake Shingle (If Applicable): Color				\$0.00
1	Shutters: Lintels Over Shutters				\$50.00
1	Linoleum (See Flooring Section): Dealer Select Color				\$0.00
1	Main Paint Color: Dealer Select Color				\$0.00
1	Kitchen Countertops: Dealer Select				\$0.00
1	Kitchen Island Countertop (If Applicable): Color				\$0.00
1	Master Bath Countertop: Dealer Select				\$0.00
1	Guest Bath Countertops: Dealer Select				\$0.00
1	Ceiling Trim (Site Areas): Color				\$0.00
1	Ceiling Trim (Beds/Baths): Color				\$0.00
1	Floor Trim (Site Areas): Color				\$0.00
1	Floor Trim (Beds/Baths): Color				\$0.00
1	Door / Window Trim (Site Areas): Color				\$0.00
1	Door / Window Trim (Beds/Baths): Color				\$0.00
1	Base Cabinets (All Cabs If Not Mixed): Wood Cabinet Doors Throughout				\$600.00
1	Linoleum Entry: Standard				\$0.00
1	Carpet (17 oz Upgrade): 28W (32-64 Box)				\$250.00
1	Shingles/Metal Roofing: Shingle Color				\$0.00
1	Rolled Blazing Throughout: Yes				\$150.00
1	U-Shaped Island (TPR-IC-80024): 2860032-LGX				\$820.00
2	Mirror Trim: Mirror w/ Flute				\$100.00
1	Mirror Trim: Mirror w/ Flute				\$50.00
1	Optional Pantry: Pantry w/ 24" Door				\$375.00
1	Wind Zone: Wind Zone 1				\$0.00
1	Addtl Closer in Master Bedroom: Yes				\$375.00
1	Forced Wood Wrap Option: DW 58-66 Box				\$2,565.00
1	Sister Beam for Translift Assistance (Forced Option): 12" Beam				\$0.00
1	Energy Star Certified (Must Option Duke Insul, and Front Door w/ Storm): Yes				\$375.00
1	Duke Insulation (R-22-1 L-28) Thermal 2: 58-66 Box				\$1,165.00
1	Ice Dam Only for Thermal Zone 2 Areas: Yes				\$75.00
1	Linoleum Exchange Per Room: Yes				\$100.00
4	5"x8" Wood Composite Threshold to Cover Mate Line (Each): Yes				\$140.00
1	20" Open Dormer: Yes				\$1,200.00
1	Board & Batten w/ Vinyl Siding in Dormer Area (For Dormer): Yes				\$395.00
1	Exterior Faucet: Yes				\$75.00
1	Water Cst Offs Throughout: Yes				\$95.00

The home referenced on this invoice was manufactured in compliance with Title VI.
Invoice Printed On: Wed Sep 15 2021 12:25:09 GMT-0500 (Central Daylight Time)

Page 1 of 3

BP000007

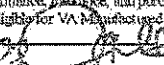
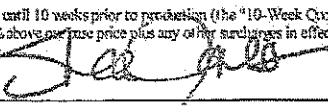
BP000139

ScotBilt Homes Inc.					
Remit To: 2888 Fulford Road Waycross, GA 31503		Invoice Date 9/15/2021		INVOICE Invoice Number 48630	
SOLD TO: SOUTHLAND HOMES 1802 MONTAGUE AVE GREENWOOD, SC 29649		SHIP TO: SOUTHLAND HOMES 1802 MONTAGUE AVE GREENWOOD, SC 29649		FINANCED BY: TRIAD FINANCIAL SERVICES 13901 SUTTON PARK DR S JACKSONVILLE FL 32224	
VIN	Series Name	Model Number	Model Year	Label Number	Number of Sections
SBHGA12H12913AB	Legend Express	2860032-LOX-SR	2022		2
Construction Type	P. O. Number	Bedrooms	Bathrooms	Floor Plan Approval #	Size
Manufactured Home		4	2	44271	28 X 60
Sales Representative	Production Facility	Gross Weight	Half Baths		Length with Hitch
Cliff Crosby	Scotbilt Waycross GA Plant 1	36000	0		64
Retail Customer Name SMS					
Quantity	Option Item Description				Price
1	Master Bath Shower (Draw Request Required if Option Not on Print): 60"x35" Fiberglass Shower w/ Door Repl 48" FG Shower				\$475.00
1	Water Heater: 40 Gallon Water Heater				\$90.00
1	Master Bath Tub: 54" Fiberglass Tub/Shower				\$0.00
3	Porcelain Lavatories (Per Lavatory): Yes				\$180.00
1	Guest Bath Tub: 54" Fiberglass Tub/Shower				\$0.00
1	Glamour Bath: Glam Bath "B"-60" Fiberglass Deck Tub, 48" FG Shower w/ Door, Dbl Lav				\$1,825.00
1	Std Ceiling Fan w/ Light Installed: Yes				\$145.00
1	Upgr Light Pkg-LED Cui Lights T/O: Yes				\$175.00
1	Transom Windows: 8x36 (Over Tub/Shower Only)				\$100.00
1	Cottage Outswing: 36x80 Cottage Outswing Repl Slt				\$100.00
1	6 Panel Steel Door w/ Full View Storm: 36x80 6 Panel Inswing Repl Slt				\$350.00
1	Addtl Window (36x60, 46x60): Yes				\$345.00
1	Crown & Base w/ Waterfall Molding (Doors & Windows) Throughout: Doublewide				\$1,145.00
1	Window Blinds: 2" Plantation Blinds Throughout				\$250.00
1	Refrigerator: 22 CF Refrigerator w/ Ice Maker				\$675.00
1	Range: Ceramic Smooth Top Range				\$400.00
1	Range Vent / Microwave: Microwave Above Range				\$295.00
1	Dishwasher: Dishwasher Installed				\$450.00
1	RECOMMENDED A/C SIZE (IN TONS): 2.0				\$0.00
1	INTERTEC Furnace Model Number: E7EM010H1 Serial Number: E7G2106078134				inc.
1	FRIGIDAIRE Range Model Number: FFEF3054TER Serial Number: VF12401533				inc.
1	FRIGIDAIRE Refrigerator Model Number: FRSS2323ABO Serial Number: 4A12419175				inc.
1	RHEEM Water Heater Model Number: E401RH95 Serial Number: M302108575				inc.
1	FRIGIDAIRE Dishwasher Model Number: FDB3240KB12B Serial Number: TH03248180				inc.
1	FRIGIDAIRE Microwave Model Number: FFMV1846VBA Serial Number: KG11900866				inc.
Invoice Totals					
Base Price					\$41,290.00
Selectable Options					\$15,955.00
Total Options					\$15,955.00
Base + Options					\$57,245.00
Material Surcharge					\$20,515.00
Freight					\$3,060.00
HUD Fees					\$400.00
State Association Fees					\$250.00
IPP Insurance					\$3,500.00
VIP Discount					(\$2,400.00)
Total Invoice					\$82,570.00

The home referenced on this invoice was manufactured in compliance with Title VL.
 Invoice Printed On: Wed Sep 15 2021 12:25:09 GMT-0500 (Central Daylight Time)
 Page 2 of 3

BP000006

BP000140

ScotBilt Homes, Inc.					
Remit To: 2888 Fulford Road Waycross, GA 31503		INVOICE		Invoice Number 48630	
SOLD TO: SOUTHLAND HOMES 1802 MONTAGUE AVE GREENWOOD, SC 29649		SHIP TO: SOUTHLAND HOMES 1802 MONTAGUE AVE GREENWOOD, SC 29649		FINANCED BY: TRIAD FINANCIAL SERVICES 13901 SUTTON PARK DR S JACKSONVILLE, FL 32224	
VIN	Series Name	Model Number	Model Year	Label Number	Number of Sections
SBHGAT2113913AB	Legend Express	2860032-LGX-SR	2022		2
Construction Type	P. O. Number	Bedrooms	Bathrooms	Floor Plan Approval #	Size
Manufactured Home		4	2	44271	28 X 60
Sales Representative	Production Facility	Gross Weight	Half Baths		Length with Hitch
Chit Crosby	Scotbilt Waycross GA Plant 1	36000	0		64
Retail Customer Name SMS					
Truth in Lending Practices T.L.P.S. Certification: Scotbilt Homes, Inc., the manufacturer, certifies that: (1) This invoice is in compliance with the Truth in Invoicing Practices Statement (Statement) as approved by resolution of the Manufactured Housing Institute on June 10, 2003; (2) The manufacturer, in preparing and certifying this invoice and any disclosures required to be made by the Statement, is providing to the best of its knowledge and belief accurate, complete, and truthful information, and (3) The manufacturer expressly acknowledges that lenders and insurers rely on invoices and any disclosures required to be made by the Statement to make finance, insurance, and purchase decisions. This home is not eligible for FHA Title I financing unless the appropriate "FHA Invoice Supplement" is attached and certified. This home is not eligible for VA Manufactured Home Financing unless it has been striped with the appropriate VA Certification & signed by an authorized representative of Scotbilt Homes, Inc.  Authorized Representative Volume Incentive Program This invoice is subject to MEP Level 0. Lender Disclosure for Volume Enhancement Program VEP 0: This home DOES NOT qualify for a "Volume Enhancement" VEP 1: This home DOES qualify for a "Volume Enhancement" or "Volume Incentive" payment that may range between 1% & 9% of the base price amount. VEP 2: This home DOES qualify for a "Volume Enhancement" or "Volume Incentive" payment that is 10% of the base price amount. Certification Manufacturer certifies that to the best of its knowledge and belief, this mobile home is constructed in conformance with the Federal Mobile Home Construction and Safety Standard in effect on the date of manufacture. Certification This home may have used axles or tires that have been inspected for Safety Standards. Certification IPP - The quoted price for this home will not be finalized until 10 weeks prior to production (the "10-Week Quote") and is subject to an Inflation Protection Plan ("IPP") at the time of invoicing. The 10-Week Quote will include an IPP surcharge of 10% above net base price plus any other surcharges in effect at that time. The final invoice price will be adjusted in accordance with the IPP but Retail Sold homes will not exceed the 10-Week Quote.  Authorized Manufacturer Representative: _____					

MANUFACTURER'S STATEMENT OR CERTIFICATE OF ORIGIN
TO A MANUFACTURED HOME

ScotBilt

Homes, LLC

DATE	INVOICE NUMBER	
9/15/2021	49030	
MANUFACTURER'S IDENTIFICATION NUMBER	YEAR	BODY WIDTH (FT.)
SBHGA12113913B	2022	14
TYPE OF MANUFACTURED HOME	LENGTH WITH HITCH	LENGTH WITHOUT HITCH
ScotBilt	84	80
SQUARE FEET	DATE OF MANUFACTURE	SERIES OR MODEL
780	9/15/2021	2880032-LGX-SR
		WEIGHT
		19000

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new manufactured home described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following dealer.
NAME OF DEALER:

SOUTHLAND HOMES
1802 MONTAGUE AVE
GREENWOOD, SC 29849

It is further certified that this was the first transfer of such new manufactured home in ordinary trade and commerce.

SCOTBILT HOMES, LLC

BY:

[Signature]

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

2888 Fulford Road
Waycross, GA 31503

CITY-STATE

103 4906

BP000010

BP000142

MANUFACTURER'S STATEMENT OR CERTIFICATE OF ORIGIN
TO A MANUFACTURED HOME

ScotBilt

Homes, LLC

DATE		INVOICE NUMBER	
9/15/2021		48630	
MANUFACTURER'S IDENTIFICATION NUMBER	YEAR	BODY WIDTH (FT.)	
SBHGA12113913A	2022	14	
TYPE OF MANUFACTURED HOME	LENGTH WITH HITCH	LENGTH WITHOUT HITCH	
Scotbilt	64	60	
SQUARE FEET	DATE OF MANUFACTURE	SERIES OR MODEL	WEIGHT
780	9/15/2021	28600324-LGX-SR	17000

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new manufactured home described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following dealer.

NAME OF DEALER:

SOUTHLAND HOMES
1802 MONTAGUE AVE
GREENWOOD, SC 29849

It is further certified that this was the first transfer of such new manufactured home in ordinary trade and commerce.

SCOTBILT HOMES, LLC

BY 

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

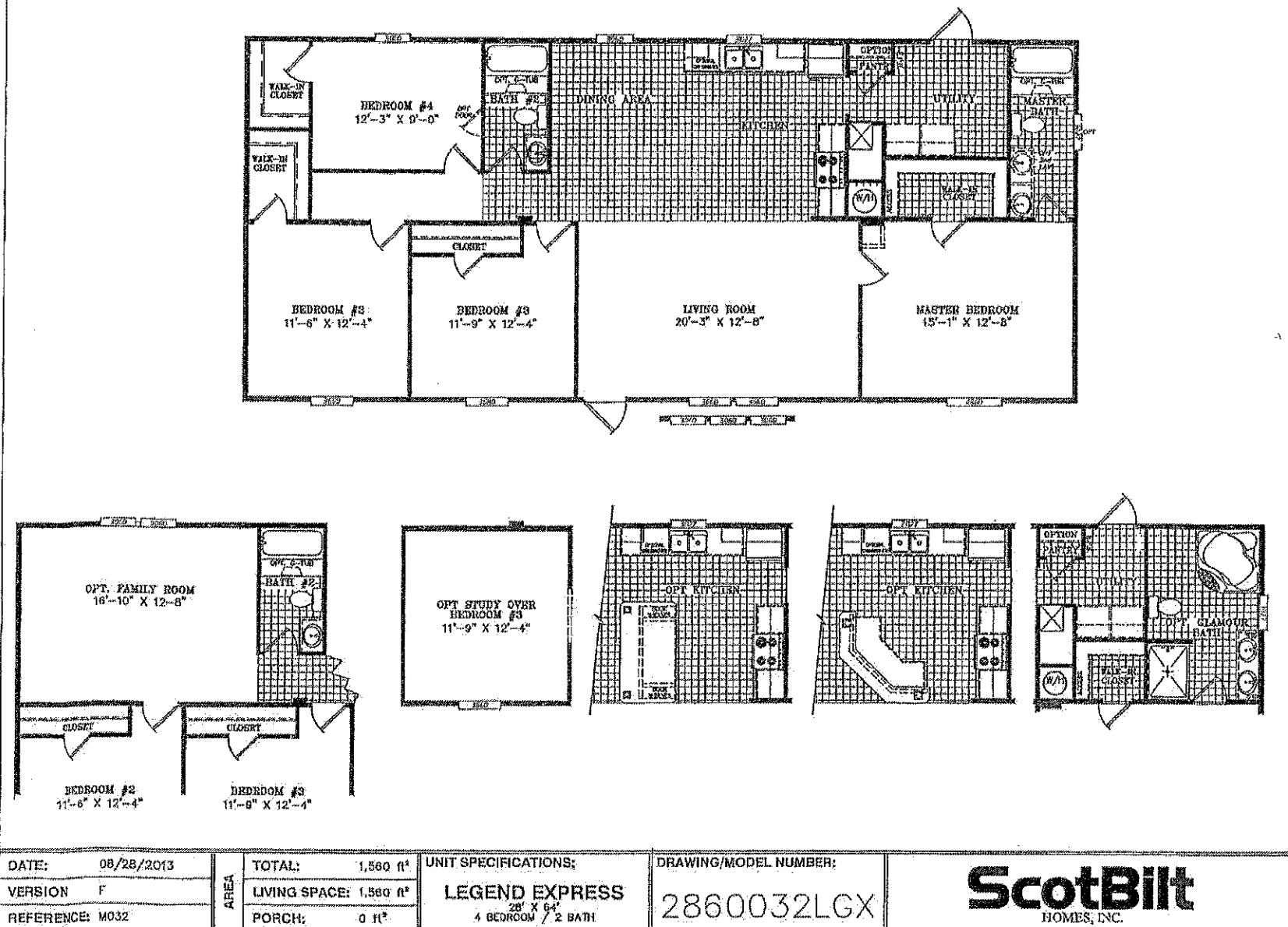
2888 Fulford Road
Waycross, GA 31503

CITY-STATE

10 4905

BP000011

BP000143



**Defendants' Opposition to Plaintiffs' Motion for Summary Judgment and
Attachments Thereto Filed February 2, 2024**

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

NANCY S. INMAN, LISA TOLBERT, VERNELL HUMPHRIES,

Plaintiff,

vs.

SUDIE DELL DAVIS AND ROOSEVELT DAVIS
Defendant.

IN THE COURT OF COMMON PLEAS

EIGHTH JUDICIAL CIRCUIT

DEFENDANTS' OPPOSITION TO
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT

CASE NO.: 2022-CP-24-01036

TO: JAMES GRAHAM PADGETT, III, ATTORNEY FOR THE PLAINTIFFS,
NANCY S. INMAN, LISA TOLBERT, AND VERNELL HUMPHRIES

INTRODUCTION

The Defendant opposes the Plaintiffs' Motion for Summary Judgment and states that there are genuine issues of material facts and the Plaintiffs are not entitled to Summary Judgment.

ARGUMENT

The Plaintiffs allege that the Defendants home violates the Callison estates covenants because the manufactured home does not meet the 1600 square feet minimum requirement. The Defendants first contends that the covenants have not been renewed or updated in over twenty-five (25) years. Therefore, the Defendants have asked, by way of Counterclaim, that the Court issues a Declaratory Judgment declaring said covenants null, void, and in violation of public policy. The Defendants state that the issue of the Declaratory judgment should be addressed and litigated prior to any issues in the Complaint and in the Answer and Counterclaim. *South Carolina Code of Law*, as amended, 15-53-20 "Courts of record within their respective

jurisdiction shall have the power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect. Such declarations shall have the force and effect of a final judgment or decree.”

The issues as to whether or not the covenants are void based on the age, the covenants being written in 1977 and amended once in 1978, should not be applied to the free use of property in the year of 2024.

As to the issue of the breach of the covenant based on the 1600 square feet requirement, it is undisputed by the Plaintiffs that Ms. Carol Coleman is the Director of Planning in Greenwood County and in her official capacity she signed off on a Certificate of Zoning Compliance granting the Davis permission to obtain a permit to place their home on the property. It is noted by Exhibit #1 that if in fact there was a violation of covenants, the City/County of Greenwood, by Ms. Coleman, could cancel the certificate. It is undisputed that the certificate has not been cancelled, the Planning Department had full knowledge of the home on the land, as well as the Greenwood County Manager. It is further undisputed that the County Manager and Ms. Coleman exchanged emails regarding the home. Ms. Coleman actually visited the site and noted that the home exceeded the 1600 square feet requirement. (Defendants’ Exhibit #1, Certificate of Zoning Compliance, which states, “Visited site 10.13.22”) The square footage of the home at issue is a minimum of 1680 square feet, which exceeds the 1600 square feet as listed in the covenant. Therefore, there is a genuine issue of material fact based on the County Planning Director examination and measurement of the property, said measurement being 1680 square feet or greater.

The Defendants further state that the home on the land is not a "house trailer." Item #9 of the Covenant does not define what a house trailer is. This item is very ambiguous and open to several meanings or interpretations. Further, item #9 states that the enumerated items shall not be stored on any lot or parked on any lot "except" carport, garage, or "real portion of said lot." The interpretation of item #9 appears to say these listed items are permissible if they are on "real portion of said lot." The "real portion of said lot" is anywhere on the land of Mr. and Mrs. Davis. There is clearly ambiguous in the language of the covenant, which is a genuine issue of material fact.

The Plaintiffs in their Motion for Summary Judgment states that all counter claims should be dismissed. The motion is broad and very vague as to which counterclaim should be dismissed. Therefore, the Defendants state that the defense of Declaratory Judgment should stand and not be dismissed. The Court, in its decretion can determine whether or not restricted covenants that were written and filed in 1977 and 1978 with ambiguous language and meaning should stand or if any portion thereof should be stricken. Thus, there is a genuine issue of material fact that the covenants violate public policy in the year of 2024 and as they are written, or not designed, nor applicable for homes such as the one owned by the Defendants in this year of 2024. It is undisputed that the construction and criteria of a home based on the 1977 standard is a far cry from and different from a home built in the 21st century.

As to the Defendants' claim of civil conspiracy, it is not denied by the Plaintiffs in their requests to admit that Plaintiff, Nancy S. Inman circulated a flyer, had meetings with the specific intent of soliciting other lot owners to ban together to try to remove and prevent Mr. and Mrs. Davis from placing their home on their land. The Affidavit of Donald Parks, a homeowner verified that he was given a flyer printed and distributed by the Plaintiffs. Money was solicited

and a meeting was held. Mr. Parks' Affidavit further states that he has lived in Callison Estates for over ten years and there is no active Homeowners Association. There is no president, no other officers, and there are no meetings of the owners of the property in Callison Estates. The Plaintiffs in their Request to Admit does not deny the circulation of a flyer relevant to Mr. and Mrs. Davis, to the lot owners of Callison Estates, but oddly enough, Mr. and Mrs. Davis were not invited to any of the meetings nor were they given a flyer or any other information about the meeting. As stated by Patrick Smalls, he became aware of the meetings and flyer through Mr. Parks.

As for the counterclaim of trespassing, there is a genuine issue of material facts based on the Affidavit of Patrick Smalls who states that he spent time on on Mr. and Mrs. Davis's land helping to clear it off and that he personally had a conversation with the Plaintiff, Nancy Inman, she was told to stay off the land, and not to trespass. After such notice, she came back onto the land. This counterclaim should not be dismissed.

As for the counterclaim of Estoppel, waiver, and laches, it is inequitable for the Plaintiffs to sit idely by and watch as Mr. and Mrs. Davis, Mary Tennant, and Patrick Smalls spend money and make improvements on the property, including a a well and septic tank. The Plaintiffs had the opportunity, prior to all the work and expense, to pursue temporary injunctive relief if they felt they had valid equitable issues but chose not to pursue the same. It is inequitable for the Plaintiffs to now ask for a permanat injunction by way of and through Summary Judgment and the same should be dismissed.

CONCLUSION

The Defendants states that there are genuine issues of material facts. The City and County

Page 4 of 6

of Greenwood Planning Director verified that the home is at a minimum 1680 square feet based on her visit to the site. Item #9 of the Covenant is clearly ambiguous and subject and open to several meanings and interpretations. The term "house trailer" is not defined and the Plaintiffs are relying on an outdated 1977 covenant in the year of 2024.

As the Court is aware, covenants that restrict the free use of property are disfavored by law as stated in the *Wall* case and South Carolina Case Law.¹ Item #9 of the covenant is very ambiguous and should be stricken. The home is more than 1600 square feet. The counterclaims are precise and supported by the affidavits, case law, statutory law, and there are genuine issues of material facts. The Court is well familiar with the legal standard for granting Summary Judgment and I submit that this matter does not meet the standard and the Summary Judgment should be dismissed.

TOMMY L. STANFORD & ASSOCIATES, PC

February 2, 2024.

s/ Tommy L. Stanford

TOMMY L. STANFORD, ESQUIRE

Attorney for Defendants

307 Main Street

Greenwood, South Carolina 29646

Mailing: Post Office Box 3321

Greenwood, South Carolina 29648

Phone: (864) 229-3987

Fax: (864) 229-6304

JUANKELL SHINGLES LAW FIRM

February 2, 2024.

s/ Juankell Shingles

JUANKELL SHINGLES, ESQUIRE

Attorney for Defendants

307 Main Street

Greenwood, South Carolina 29646

¹ *Cnty. Servs. Assocs., Inc. V. Wall*, 42 S.C. 575, 808 S.E.2d 831(S.C. App.2017).

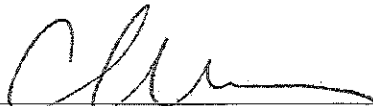
Mailing: Post Office Box 3321
Greenwood, South Carolina 29648
Phone: (864) 229-3987
Fax: (864) 229-6304

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT,	)	
VERNEL HUMPHRIES,	)	AFFIDAVIT OF CAROL COLEMAN
Plaintiff,	)	
	)	CASE NO.: 2022-CP-24-01036
vs.	)	
	)	
SUDIE DELL DAVIS AND	)	
ROOSEVELT DAVIS	)	
Defendant.	)	

Personally appeared before me, Carol Coleman, who being duly sworn states:

I am Carol Coleman and I am the City/County Planning Director in Greenwood, South Carolina. I work in the Greenwood City/County Planning Department. The Greenwood City/County Planning Department is a multi-jurisdictional planning organizer serving Greenwood County, the city of Greenwood, the town of Ninety, Six, Troy, and Ware Shoals. The Department provides professional expertise to the joint City/Council Planning Commission, the joint City/County Board of Zoning Appeals and the City of Greenwood Board of Architectural.

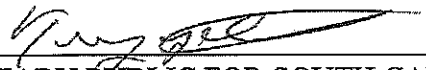
I am a graduate of Clemson University with a Master's Degree in city and regional planning. I have worked in Georgetown County Planning Department and worked in Horry County as Deputy Director of Planning. In my official capacity as Planning Director, as it relates to Certificate of Zoning Compliance, I visited the property of Sudie Dell Davis and Roosevelt Davis, site address: 1220 Callison Hwy., Greenwood, South Carolina, GPIN: 6852-800-702. I visited the site on October 13, 2022 and the square feet is 1,680 square feet, as outlined on the attached sheet that bears my signature and date of visit.



CAROL COLEMAN
Planning Director
City/County of Greenwood

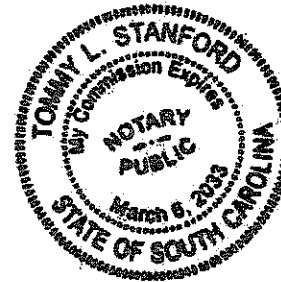
SWORN TO before me this 2nd

day of February, 2024.



(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 3/6/2033





Greenwood City/County Planning Department
526 Monument St. Room B-01
Greenwood SC 29646

Phone: 864-942-8538

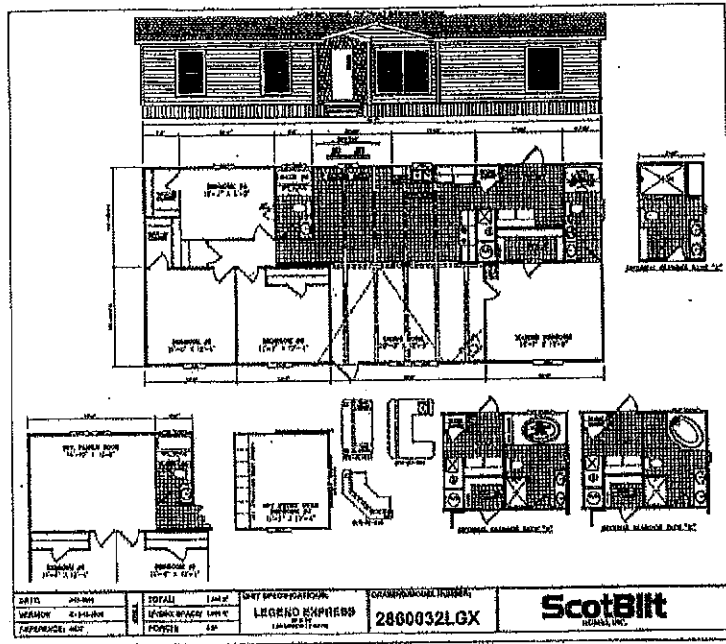
Fax: 864-942-8580

www.greenwoodsc.gov

Certificate of Zoning Compliance

#ZO-22-04588

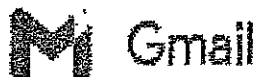
GPIN: 6852-800-702		Subdivision: GALLISON E	
Property Owner: DAVIS SUDIE DELL/ROOSEVELT PO BOX 4593		GREENWOOD, SC 29646-0000	
Site Address: 1220 CALLISON HWY			
Zoning District: RDD	Is the site in an overlay district? N		
Front Yard Setback: 50.00	If yes, which district?		
Side Yard Setback: 10.00	Height of Structure:		
2nd Side Yard Setback: 10.00	Number of Units:		
Rear Setback: 40.00	Number of Off Street Parking:		
Type of Use: Mobile Home 28x50			
Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflict with, or prohibits the activity described in this permit? Yes ☐ No ☒			
I HEREBY MAKE GUARANTEE FOR A ZONING COMPLIANCE CERTIFICATE FOR THIS PROPERTY TO BE USED AS SHOWN ABOVE. ALL STATEMENTS CONTAINED HEREIN ARE TRUE AND HAVE BEEN VERIFIED BY ME.			
Applicant: Sudie Davis		Applicant Phone: [REDACTED]	
Applicant Address: 1220 Callison Hwy		Date: 9-12-2022	
Applicant Signature: <i>Sudie D. Davis</i>			
THE USE OF THE BUILDINGS AND/OR LAND AS SHOWN ABOVE CONFORMS TO THE REQUIREMENTS OF THE ZONING ORDINANCE SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS, AND LIMITATIONS:			
This certificate is subject to cancellation if any misrepresentation has been made or if any changes are made which violate any ordinance provisions.			
Staff Name: corrie cannon			
Staff Signature: <i>Corrie Cannon</i>		Date: 9-12-2022	
Flood Zone: X-Outside 500 Yr Floodplain		BFE:	
Closest Flood Boundary: 0.50	Finished Floor:	Flood Map Number: 45047C-03080	
Flood Zone Review Comments:			
Engineering Staff Signature:		Date:	



Front	Right Side	Rear	Left Side	2.5' step		
24	11.5	24	11	60.25'	Front	1,717 Sq ft
24	11	24	11.5	28.5'	Right	
24.5	11.5	24	11	60.25'	Rear	1,702 Sq ft
24	11.5	24.5	11.5	28.25'	Left	
24.1 avg	11.4 avg	24.1 avg	11.3 avg	28' x 60' = 1,680 square feet per plan		

Visited site 10.13.22

Carol Cole



Carol Coleman <ccoleman@greenwoodsc.gov>

1220 Callison Hwy

4 messages

Carol Coleman <ccoleman@greenwoodsc.gov>
To: Toby Chappell <tchappell@greenwoodsc.gov>

Wed, Oct 12, 2022 at 9:56 AM

Toby,

According to the building permit, the home is 60' x 28', or 1,680 sq ft. I can send it to you if you need it.

Thank you,

Carol
Carol Coleman
Planning Director
Greenwood City / County
(864) 942.8716 (office)
(843) 251.1342 (mobile)

ccoleman@greenwoodsc.gov



Toby Chappell <tchappell@greenwoodsc.gov>
To: Carol Coleman <ccoleman@greenwoodsc.gov>

Wed, Oct 12, 2022 at 9:59 AM

Can we have someone (either Planning or Building inspections) go out there and measure the trailer? If not we are going to continue to get calls from the neighbors.

Toby

[Quoted text hidden]

[Quoted text hidden]

Find Greenwood County on social media:



NOTE: This e-mail is a public record which may be subject to disclosure pursuant to the Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 *et seq.*, to a person or party requesting the same.

BP000095

ELECTRONICALLY FILED - 2023 SEP 28 4:45 PM - GREENWOOD COUNTY CLERK'S OFFICE - CASE#2022012401096

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT,	)	AFFIDAVIT OF SUDIE DAVIS &
VERNELL HUMPHRIES,	)	ROOSEVELT DAVIS
Plaintiffs,	)	
VS.	)	CASE NO.: 2022-CP-24-01036
	)	
SUDIE DELL DAVIS & ROOSEVELT DAVIS	)	
Defendants.	)	

Personally appeared before me Sudie Davis and Roosevelt Davis, who being duly sworn states:

We live at 1220 Callison Highway, Greenwood, South Carolina along with our daughter, Mary Tennant and Patrick Smalls. We have reviewed the Restricted Covenants and our Manufactured Mobile Home is not a "house trailer." The covenant is not clear on what specifically, is a "house trailer." The covenant does not give any definition of a "house trailer." It states in Item 9 that no commercial vehicle, camper, trailer, or house trailers shall be parked or stored on any lot except in the carport or garage or portion of said lot. This Item 9 is very confusing, not clear and ambiguous. What does a real portion of a lot mean? Does it mean that our home can be on an area or real portion of the land that we own? This covenant can mean several different things and we believe because of the ambiguity it should be stricken.

We further state, when we applied for a permit for the home, we were told by the County Official we were not in violation of any covenants and that our home is more than 1600 square feet. We also believe that a permanent injunction should not be granted. It would be unfair and inequitable to issue an injunction after we have built our home, paid money to clear the land, put

injunction, but now want a permanent injunction. We believe our counterclaim should stand and because our home is more than 1600 square feet and Item 9 is very ambiguous, it would be unequitable for an injunction and Summary Judgement should not be given.

Sudie Davis (L. S.)
SUDIE DAVIS

Roosevelt Davis (L. S.)
ROOSEVELT DAVIS

SWORN TO before me this 2

day of February 2024.

Jeffrey D. Reed (L. S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

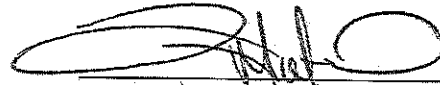
My Commission Expires: 10/03/2026

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT,	)	AFFIDAVIT OF LARRY MORTON
VERNELL HUMPHRIES,	)	
Plaintiffs,	)	CASE NO.: 2022-CP-24-01036
VS.	)	
	)	
SUDIE DELL DAVIS & ROOSEVELT DAVIS	)	
Defendants.	)	

Personally appeared before me, Larry Morton, who being duly sworn states:

I am Larry Morton, the owner of Morton's Realty. I have been a Real Estate Agent for 25 years. I have reviewed the restricted covenants and in my professional opinion, Item 9 that speaks toward "house trailers" is very ambiguous. Further, the portion of Item 9 that states "real portion of said lot" can be interpreted to mean that the items listed in Item 9 of the covenant can be placed anywhere on a lot.

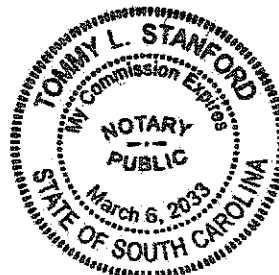
I have also reviewed and looked at other lots in Callison Estate and there are several lots that are also in violation of the covenant if you look at the broad and general way Item 9 of the covenant is written. This item is very ambiguous.


LARRY MORTON
MORTON'S REALTY

SWORN TO before me this 2nd
day of Feb 2024.


NOTARY PUBLIC FOR SOUTH CAROLINA (L. S.)

My Commission Expires: 3/6/2033



Greenwood County, SC - Property Report Convert to PDF 8/4/2023		
Parcel ID	Property Address	Description
6852-792-750	101 Callison Dr	LTS 4&5 PH 1 CALLISON ESTATES



Owner Information	
Owner Name	INMAN MICHAEL D/NANCY S (ESTATE)
Mailing Address	101 CALLISON DR
City, State Zip	GREENWOOD, SC 29646-7741



Mobile
Maps and
Information



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel Information					
Subdivision	FEMA LOMA	On Lake Gwd	Deed	Plat	Purchase Date
CALLISON ESTATE	No	No	<u>259-258</u>	<u>30-136</u>	5/13/1977

Improvements						
Year Built	Square Ft	Bedrooms	Bathrooms	Half Baths	Fin Bsmt SqFt	Unfin Bsmt SqFt
1978	2,348	3	2	1	0	0

Assessor Information			
Appraised by	Tax District	Tax Exempt	Assessed Value
County	5-Greenwood Rural		6120

Assessor Valuation		
Tax Value - Land	Cap Value - Land	Fair Market Value - Land
\$18,500	\$21,300	\$18,500
Tax Value - Improvements	Cap Value - Improvements	Fair Market Value - Improv.
\$134,500	\$145,500	\$134,500
Tax Value - Total	Cap Value - Total	Fair Market Value - Total
\$153,000	\$166,800	\$153,000

Recent Sales							
Seller Name	Buyer Name	Sale Date	Sale Type	Sale Price	Description	Deed	Plat
Kinard Calvin William Etal	Inman Michael D/nancy S	5/13/1977	Family/Inter- Company	\$0	LTS 4&5 PH 1 CALLISON ESTATES	<u>259- 258</u>	<u>30- 136</u>

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT,	)	AFFIDAVIT OF PATRICK SMALLS
VERNELL HUMPHRIES,	)	
Plaintiffs,	)	CASE NO.: 2022-CP-24-01036
VS.	)	
	)	
SUDIE DELL DAVIS & ROOSEVELT DAVIS	)	
Defendants.	)	

Personally appeared before me, Patrick Smalls, who being duly sworn states:

I live at 1220 Callison Hwy., Greenwood, South Carolina with Ms. Sudie Davis, Mr. Roosevelt Davis, and Ms. Mary Tennant. I was present on several occasions on the property that our home is located on. I helped clear off the land for the purpose of placing the home on the property.

I was on the property every day and I am specifically aware that Ms. Nancy Inman came onto the property without permission on several occasions. I am aware that the first time she came onto the property she questioned me as to what we would do with the land. I told her it was not her business and to stay off the land. Ms. Inman came back onto the property by going through the woods onto the property and she and I had another conversation. It was in this conversation that she told me that we could not put a trailer on the land, and she would have it removed. She was very rude, and she was told not to come on to the land. She was also told that she was trespassing. Both Mary Tennant and I told her not to come back onto the property, she was on private property, and trespassing. I am personally aware that after being directly told not to come

on the property she was coming on the property because I would go to the property every day to help clear the property and get it ready for the home to go onto it.

I also personally know other homeowners in Callison Estates. One of the homeowners in Callison Estates is Donald Parks. Donald is the owner of Parks Garage and at the time I was helping clear the land and when we put the home on the lot, I had a specific conversation with Mr. Parks. In the conversation, he told me that a flyer is being circulated by Ms. Inman trying to raise money and have a meeting with homeowners and people that live in Callison Estates because she did not want a trailer on the land. I saw a copy of the flyer on his cellphone and Mr. Parks told me about the meeting.

Patrick Smalls
*PATRICK SMALLS

SWORN TO before me this 2nd

day of February 2024.

Neddy D. Reid (L. S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 10/03/2026

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT,	)	AFFIDAVIT OF MARY TENNANT
VERNEL H HUMPHRIES,	)	
Plaintiffs,	)	CASE NO.: 2022-CP-24-01036
VS.	)	
	)	
SUDIE DELL DAVIS & ROOSEVELT DAVIS	)	
Defendants.	)	

Personally appeared before me, Mary Tennant, who being duly sworn states:

I live at 1220 Callison Hwy., Greenwood, South Carolina with Ms. Sudie Davis, Mr. Roosevelt Davis, and Patrick Smalls. Mr. Davis and Mrs. Davis are my parents. I am helping them pay for the home on the property. I am personally aware and know Ms. Inman was told not to come onto our land and after being told not to come on the land, she came back onto the land.

I further state that I am aware of the flyer that was given to Donald Parks in which a meeting was being held about our land and the home we were putting on our land. I further state that I went to the Greenwood County Courthouse, and I spoke directly to Ms. Carol Coleman and Ms. Jackie Hackett about putting our new home on the land and was told that we met the requirements to put the home on the land. Upon receiving information from Ms. Inman, I went back to the County Official and I was told of various covenant violations by other owners of lots.

I believe it is unfair and unequitable that the Plaintiffs are trying to get us off our land because we have spent money, made improvements and now they want our home removed. This Summary Judgment should be dismissed.

Mary Tennant
MARY TENNANT

SWORN TO before me this 2nd

day of February 2024.

Anthony D Reid (L. S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 10/03/2026

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

NANCY S. INMAN, LISA TOLBERT,
VERNELL HUMPHRIES,
Plaintiff,)

vs.)

SUDIE DELL DAVIS AND
ROOSEVELT DAVIS
Defendant.)

IN THE COURT OF COMMON PLEAS

EIGHTH JUDICIAL CIRCUIT

AFFIDAVIT OF DONALD PARKS

CASE NO.: 2022-CP-24-01036

Personally appeared before me, Donald Parks, who being duly sworn states:

I live at 170 Callison Drive Greenwood, South Carolina in Callison Estates. I received a flyer from Ms. Nancy S. Inman requesting a meeting and funds as it relates to Ms. Sudie Davis and Mr. Roosevelt Davis at 1220 Callison Hwy., Greenwood, South Carolina and them moving a trailer onto their property.

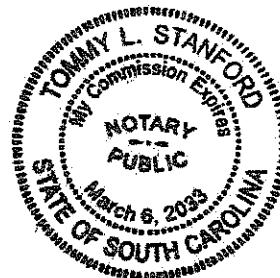

DONALD PARKS

SWORN TO before me this 2nd

day of February, 2024.


NOTARY PUBLIC FOR SOUTH CAROLINA (L.S.)

My Commission Expires: 3/6/2023



Transcript of Proceedings Held on February 7, 2024

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

EIGHTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS

Nancy S. Inman, Lisa Tolbert,)
and Vernell Humphres,)
Plaintiffs,)
)
V)
)
Sudie Dell Davis and Roosevelt)
Davis,)
Defendants.)
_____)

2022-CP-24-001036

TRANSCRIPT OF RECORD

February 7, 2024
Greenwood, South Carolina

B E F O R E:

The Honorable Eugene C. Griffith, Jr., Judge

A P P E A R A N C E S:

ATTORNEY FOR PLAINTIFF:

James Graham Padgett, III., Esquire

ATTORNEY FOR DEFENDANT:

Tommy L. Stanford, Esquire
Juankell Shingles, Esquire

Tara T. Scott, CVR
Official Court Reporter

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(NO EXHIBITS INTRODUCED DURING THIS HEARING)

1 THE COURT: Mr. Padgett, go ahead.

2 MR. PADGETT: Thank you, Your Honor. May it please the
3 Court. This as a Motion for summary judgment. It arises
4 out of a complaint sounding in the violation of certain
5 covenants and restrictions on real property. The Defendants
6 -- well, before the Defendants, back in the '70s, the
7 developers of Callison Estates created a subdivision that
8 was subject to covenants and restrictions that were recorded
9 in 1977. In those 1977 restrictions, they call for a
10 prohibition on house trailers at number eight -- excuse me,
11 number nine, of the restrictions. Those restrictions have
12 been admitted in Request to Admit by the Defendants. I
13 delivered to the Court, and to Mr. Stanford, a physical copy
14 of the motion memo and supporting affidavits. That can be
15 found at Tab eight, and it's number nine in the
16 restrictions. So, it says, "No commercial vehicles,
17 campers, or house trailers shall be parked or stored on any
18 lot, except in the carport or garage, or a real portion of
19 the said lot."

20 So, these restrictions were placed on at the entire
21 development of Callison Estates. Also, within those
22 restrictions, it says that there shall not be a -- that all
23 residences shall be 1,600 square feet or more. What
24 happened was that the Davis's, the Defendants, purchased lot
25 seven, which is in the Callison Estate's development. They

1 then placed a mobile home on that lot. That mobile home,
2 according to some documents from the manufacturer, is less
3 than 1,600 square feet. The Defendants rely on a
4 measurement by a county official that it is in excess of
5 1,600 square feet, but as I will show the Court, the
6 affidavit of the mobile home salesman, in two places,
7 confirms that it is less than 1,500 square feet.

8 I'd like to address the first question of whether this
9 is a mobile home. This -- well, if the Court would look at
10 Tab eight. At number eight of the Request to Admit, the
11 Defendants admit that Exhibit F is a genuine and authentic
12 copy of the original. So, they admit that. There are other
13 documents that they have denied that I've gotten support
14 from other witnesses. But this Exhibit F is important to
15 look at first.

16 Back in Exhibit F is a document from Southland Homes.
17 It says that to the Defendants, Roosevelt and Sudie Davis,
18 that they're buying a Scott-built model 2860032. Judge, it
19 might be easier if I can share these documents, so nobody is
20 flipping around.

21 THE COURT: It's easier for me to read off the paper
22 than it is off the computer.

23 MR. PADGETT: Got you. Got you. That Exhibit F goes
24 on down -- probably in the left-hand column it says, "Home
25 set-up included." And under "remarks," it says "axle wheels

1 to be removed." Over to the right, above the signature of
2 Sid Moore, who is the mobile home salesman, in the kind of a
3 bold print, it says, "Buyer is purchasing above-describe
4 trailer, manufactured home, or vehicle." So, this unit has
5 a name, Scott-Built, with a model number, and it's got a
6 serial number under it, that serial number, SBHGA12113913AB,
7 and it's olive in color. So, this is a mobile home.

8 I think that the Defendants have resisted calling it a
9 mobile home, wanting to call it a manufactured home. They
10 certainly don't like to call it a house trailer, because
11 that's the term used in the covenants and restrictions
12 themselves.

13 So, that is one of the main -- well, let me go to Tab
14 7. Tab 7 is an affidavit of Sid Moore. Sid Moore is the
15 principal of Southland Mobile Homes. Excuse me, Southland
16 Homes of Greenwood. In his affidavit, at number 6, there
17 are several documents that are identified by him that were
18 produced by him. And if it is 6H, that's going to have a
19 base number to it, and that base number is BP142. That is a
20 Certificate of Origin to a manufactured home. This is the
21 same serial number for one of them. There's an "A" and a
22 "B". It's the Scott-Built, and it says 780 square feet. So,
23 both sides, by the manufacturer, are described as 780 square
24 feet.

25 The next document behind that is a schematic of this

1 particular unit at BP144. If that is turned around. On the
2 bottom, probably second column from the left, you've got a
3 document. It says, "Area, total living space, 1,560 feet."
4 So, you have two manufacturer's documents that identify this
5 as a manufactured home, less than 1,600 square feet, both in
6 violation of the covenants.

7 The Defendants allege in their motion and in affidavits
8 that the term "house trailer" is ambiguous, that they don't
9 know what it means. However, I would point the Court to
10 page five of my memo, where this has been determined as a
11 matter of law in a 1987 case, Heape v Broxton. Quoting from
12 that case on page 5 of the memo, "The term trailer is not
13 ambiguous. A trailer is a non-automotive highway vehicle
14 designed to be hauled by a tractor, truck, or automobile."
15 The term clearly includes a mobile home within its meaning.
16 A mobile home is a trailer and the latter term was commonly
17 understood when Broxton recorded the restrictive covenants
18 in question. That was, of course, another case. So, I don't
19 believe the term "house trailer" is ambiguous. In the
20 1970's, mobile homes were called trailers.

21 THE COURT: Well, here's what happened over the years.
22 Mobile home became a term that had negative connotations
23 towards it, and so the mobile home industry changed their
24 name to manufactured homes to make it more palatable. The
25 difference between a manufactured home is it's made on a

1 frame that can be moved around and it remains ability to be
2 moved around, as opposed to a modular home, which can look
3 identical to a manufactured home and only the person who
4 made it, company or person, can certify whether it's a
5 modular home versus a manufactured home. The term
6 manufactured home is the synonym, or the current modern
7 term, for mobile home, house trailer, trailer house,
8 whatever word you want to use.

9 MR. PADGETT: And that is confirmed, Your Honor, by the
10 affidavit of Joseph Richie, a licensed appraiser, at number
11 12, where he says, "A house trailer is one of the ways to
12 describe a manufactured home." And then he goes through the
13 history, just like you said, that it's a marketing.

14 THE COURT: It is. Nobody sells mobile homes anymore.
15 They're manufactured homes. Some people sell also modular
16 homes.

17 MR. PADGETT: And the term may evolve in the future.

18 THE COURT: It can, but modular homes are equated to
19 something that's brought in already kind of put together,
20 and then it's assembled by components on the site. And then
21 it's certified to be a stick-built home. A manufactured
22 home never gets that certification.

23 MR. PADGETT: Right, and the certificate of origin by
24 the manufacturer calls it a manufactured home.

25 THE COURT: Well, Mr. Stanford, let me ask you this.

1 This debate, whether it is manufactured, or modular, or a
2 house trailer, or the ambiguity. How do you get past 1,600
3 square feet and under?

4 MR. STANFORD: Judge we get past the 1,600 square feet.
5 I will touch on that in just a second or two. But we
6 actually had the county's official, Ms. Bolman, who is a
7 certified expert. In our brief, it stated that people
8 called in and were complaining and the County Manager, Toby
9 Chapell, told her to go out there and she went out there and
10 as an expert she herself inspected it. In our brief you
11 will see where she said she visited the site on October 13,
12 2022 and she certified that it is 1,680 square feet. So, I
13 think that's our genuine issue, Judge, based on her
14 affidavit.

15 THE COURT: And she's the County Inspector?

16 MR. STANFORD: Yes, sir.

17 MR. PADGETT: No, it is -- not the county inspector.
18 It was the -- a zoning official.

19 MR. STANFORD: The zoning manager.

20 THE COURT: Okay. Somebody from the county. Not a
21 manufacturer.

22 MR. STANFORD: Yes, sir.

23 THE COURT: Well, I'm going to tell you, Mr. Stanford,
24 I've been to the Court of Appeals twice. In one case, I
25 represented a person similarly situated to your client, and

1 he had a beautiful manufactured home, and there were
2 trailers with the tongue still sticking out and the wheel
3 still showing under them in the same neighborhood, and they
4 sued my client for similar problems. And I knew I had that
5 case won. I lost it in the Court of Appeals on this exact
6 issue.

7 MR. STANFORD: Yes, sir.

8 THE COURT: And I'm just telling you, it's --

9 MR. STANFORD: And then Judge, we can point out in
10 paragraph nine where it says, "No camper or house trailer."
11 But look at this section. It says, "May be parked or stored
12 on any lot except it can be parked in the carport or a
13 garage, or --" And I think this is significant, " -- a real
14 portion of said lot." So, I think a real portion of said
15 lot, you know, we interpret that means a real portion of
16 said lot means on the land. So, even if the Court -- even
17 if we look at at this has being a house trailer, which we
18 say it's not, but even if we look at it as being a house
19 trailer, I think then we'd look at where can it be stored
20 at. And it says, "Or a real portion of said lot." And I
21 think that real portion of said lot is on the land.

22 MR. SHINGLES: Also, to add, Judge -- and good morning.
23 How are you doing, Judge?

24 THE COURT: Good morning.

25 MR. SHINGLES: Also, to add when we're dealing with

1 number nine, it says, and I'm going to read this again. "No
2 commercial vehicles, campers, trailers, or house trailers
3 shall be parked or stored on any lot, except in the carport,
4 garage, or real portion of said lot." Now, I think the rest
5 of that sentence is telling, because it says can't be
6 stored. None of these things can be stored except in a
7 carport or a garage, or a real portion of said lot. Well, a
8 carport and a garage, you can't imagine those being -- a
9 trailer or a manufactured home being stored inside of any of
10 those. But these are qualifiers for a house trailer being
11 on the property. So, that in and of itself to me is
12 telling. You know, I mean these things are restricted
13 unless they're stored in a carport, garage, or real portion
14 of said lot. And I think that just brings to light how
15 whatever they meant by house trailer at the time, couldn't
16 have encompassed a manufactured home or whatever, because
17 these things could be stored in a carport, garage, or real
18 portion of said lot.

19 MR. PADGETT: Your Honor, if he's trying to distinguish
20 what house trailer means, I believe the Court of Appeals has
21 already defined that that is not an ambiguous term. And it
22 would make no sense for a mobile home, manufactured home, to
23 be stored under a garage. That really leads to an absurd
24 conclusion. And the actual -- In Defendants' brief, they
25 cite one case that says that covenants and restrictions are

1 -- they said disfavored, I believe. Yes, disfavored. And
2 that's really not a correct statement of the law. In page
3 four of my brief, at the bottom, "Restrictions are to be
4 strictly construed, but are voluntary contracts enforceable
5 when there is express language or plain unmistakable
6 implication." A 1987 Sea Pines case. It goes on to say
7 that, "A restricted covenant will be enforced if the
8 covenant expresses the intent of the parties. This rule
9 will not be used to defeat the clear and express language of
10 the covenant."

11 Lot seven is restricted. House trailers, or mobile
12 homes, manufactured homes, are not supposed to be out there.
13 They knew this before they put the house -- the manufactured
14 home -- out there, but continued to do it anyway. They
15 bring up in their brief they spent a lot of money on this,
16 which I probably agree with them, but this was already
17 talked by the appellate courts in -- by the Supreme Court in
18 Buffington v TOE Enterprises where the Court says you can't
19 spend your money out of the hole you dug yourself. They
20 were very clear on that. That's a 2009 case.

21 So, the restriction says no mobile homes. They were
22 told about it. They did it anyway. They spent money after
23 they knew about it, and not they're arguing in their brief
24 that they should have an exception because of the money they
25 spent. The Supreme Court's already said that's not an

1 excuse.

2 MR. SHINGLES: And again ---

3 MR. PADGETT: I'm sorry, Judge. I'm not sure who the
4 other lawyer is in the room.

5 MR. SHINGLES: I'm sorry Tripp. How are you doing,
6 man? My name is Juan Shingles.

7 MR. PADGETT: Very good. Thank you, sir.

8 MR. SHINGLES: How are you doing? I've seen you a
9 couple of times and I meant to speak to you, but I'm sorry.
10 I'll probably see you some time soon.

11 MR. PADGETT: I apologize. I would've spoken to you.

12 MR. SHINGLES: You're fine. You didn't know who I was,
13 man. And what we were speaking about, you know, ambiguity
14 and the free use of the land, I mean, public policy is for
15 land to be used as the owner sees fit. Unless, like in this
16 case, there's covenants and restrictions that run with the
17 land, and we should obey those.

18 My point, again, Judge, is that in paragraph nine, the
19 reading says, "No commercial vehicles, campers, or house
20 trailers shall be parked or stored on any lot except in the
21 carport, garage, or real portion of said lot. And again,
22 you know, it's -- we're not saying that it's against public
23 policy. We're just saying that -- and it is kind of. We're
24 saying that policy is for an owner to be able to do with
25 their land what they please. That is public policy in the

1 United States, as far as I know, when it comes to the law
2 and real property. And we're saying that this is against
3 public policy, yes, because it's restricting the use, the
4 free use of land, right. But, if we're going by this number
5 nine in the covenant, where it says, "None of these shall be
6 parked or stored on a lot, except in the carport, garage, or
7 real portion of said lot." Well, it's not in the carport.
8 It's not in the garage, but we believe that it is on the
9 real portion of the lot. And you have the added duty, not
10 in just house trailer, but what is real portion of the lot.

11 THE COURT: That's a strange reading of that term.

12 MR. SHINGLES: They wrote it, Your Honor.

13 THE COURT: I understand. It seems clear to me that
14 manufactured home is the new name for mobile home, house
15 trailer. And I'm saying that, because I argued that issue
16 and lost. I've got y'all's position on the Court of Appeals
17 and I went to the Court of Appeals and lost. And my guy had
18 the prettiest manufactured home. I think it was a triple
19 wide, and he had a free standing garage built beside it, and
20 they made him move it. And it was ridiculous. I'm still
21 mad about it. I'm trying to look it up, but it was Todd
22 Clamp v Elizabeth Goodyear and others, a case in Newbury
23 County. It was ridiculous, and the people lived over there,
24 and there were trailers in there with tongues sticking out
25 that looked like the Beverly Hillbillies had drug them in

1 there, and yet they made my guy move his very nice triple
2 wide out. It was hugely unfair. However, we lost.

3 MR. SHINGLES: My question to you, Judge, would be did
4 the covenant read like this one?

5 THE COURT: It said something stupid like those some
6 homes which had tongue -- never had -- had tongues, but
7 never did, or something like that. It was the worst written
8 thing ever written. I don't -- y'all are going to lose. I
9 mean, if the homeowners are going to appeal this thing, you
10 decide when you want to go up. Do you want me to grant
11 summary judgment, y'all fight it now, and prove me wrong? I
12 think you're going to be disappointed.

13 MR. STANFORD: Judge, we would ask that you not grant
14 summary judgment, because even as we look at it -- because I
15 think that number nine, when it says a portion. I think, at
16 a minimum, Judge, if we look at what is a real portion of
17 said lot. Because it says "or", so it gives these
18 exceptions. I think even if we say that it is a
19 manufactured home, which the Court has said that that's the
20 same as a new term for a trailer, I think we are still right
21 back to -- based on the covenants that they wrote, a real
22 portion of said lot. I think that says that it can be
23 placed on the land as real portion of the said lot would be
24 a portion of the land. So, I mean, I think that gives us
25 that genuine issue. Now, if we lose later on down the road,

1 we'd ask the Court to not grant summary judgement, because
2 we think that we do have an argument as it relates to, at a
3 minimum, on a portion of the land, based on the covenant
4 that they wrote.

5 MR. PADGETT: If I may, Your Honor. You may be
6 familiar with with another case in your past, a 2023 case
7 Kitchen Planners cited, a new summary judgment. A more
8 clarified summary judgment standard.

9 THE COURT: Are you trying to rub salt in the wound?

10 MR. PADGETT: No, sir.

11 THE COURT: The "scintilla" was my case that I
12 prevailed on the Supreme Court and that got reversed. So,
13 now you're just going down the wrong road. But yeah, you're
14 right. Summary judgment is facts that could lead to one
15 interpretation should be applied. I understand.

16 MR. PADGETT: Right. Material facts. It's not a
17 scintilla anymore. So, I think based on the Kitchen Planner
18 standard that there are no genuine issues of material fact,
19 and summary judgement should be granted both on this
20 manufactured home is a house trailer and it's under 1,600
21 square feet.

22 MR. STANFORD: Judge, our position is that based on a
23 certified county administrator who has years of experience
24 and who actually went out there and did the measurements,
25 and certified that she went out there and did the

1 measurements. And based on her professional experience and
2 her certification, that it is 1,680, then I think we do have
3 a genuine issue. She would have to come and testify as to
4 how does she come up with those numbers as an expert.

5 MR. PADGETT: Your Honor, in Carol's affidavit, whom
6 Mr. Stanford is talking about, there's nothing in here about
7 she is certified in measuring mobile homes. Nothing. It
8 just says that she's a city/county planning director. That
9 is true. She graduated Clemson. She's a tiger. That is
10 true. For her measurements, she came up with 1,680. It
11 doesn't tell us what she measured. I mean, I know she
12 measured this unit. How she measured it. The certificate of
13 origin is the gold standard of what this thing is, and their
14 schematics. Both manufacturers schematics and two
15 certificates of origin come up to less than 1,600 square
16 feet. So, there is an additional ground to grant summary
17 judgement on. Independent of the trailer, but it's a
18 trailer too.

19 MR. SHINGLES: Again, Judge, we would ask that you not
20 grant summary judgement on that based on just the different
21 numbers that Greenwood City came up with. How she measured
22 it, or how she came about her number, I think, is something
23 to be hashed out in testimony or through interrogatories.
24 But, that's the number that she came up with. So, on that
25 issue, I think we do have a genuine issue of fact, because

1 we have the manufacturer saying it's this, and we have the
2 city planner saying it's another thing.

3 THE COURT: Let me just point out something that seems
4 obvious to me. Isn't it in the interest of the county or
5 city official to have a little more square footage to get
6 the tax basis up? That house is 1,800 square feet. Here's
7 your tax bill. Thank you for coming. But is it in an
8 affidavit.

9 All right, here's what I'm going to do. I'm
10 unfortunately -- or very fortunate for me -- I don't have to
11 read the law very closely on this. I've experienced it. So
12 the rear of the lot, that restrictive covenant, may be
13 ambiguous, because what is the rear? The 1,600 square feet
14 and the under 1,600 square feet. Perhaps a question of
15 fact. I'm going to let y'all submit proposed orders. Y'all
16 do that, and do your best, and give me something to hang my
17 hat on. Because, I'm just guessing either way we go,
18 prevailing or non-prevailing, eventually this might make it
19 down the road to Columbia. So, be careful what you write.

20 ***END OF REQUESTED TRANSCRIPT OF RECORD)***

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22

23

24

25

Certificate of Reporter

I, the undersigned, Tara T. Scott, CVR, Official Court Reporter for the Eighth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial/hearing of the captioned case, relative to appeal, in the Court of Common Pleas for Greenwood County, South Carolina, on the 7th day of February, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

A handwritten signature in black ink, reading "Tara T. Scott", is written over a horizontal line.

Tara T. Scott, CVR

Official Court Reporter

July 7, 2024

**Notice of Motion and Motion to Alter or Amend a Judgment Filed On
March 28, 2024**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
	)	
NANCY S. INMAN, LISA TOLBERT, VERNELL HUMPHRIES,	)	NOTICE OF MOTION AND MOTION TO
	)	ALTER OR AMEND A JUDGMENT
Plaintiff,	)	(Rule 59 (e))
	)	
vs.	)	
	)	
SUDIE DELL DAVIS AND ROOSEVELT DAVIS	)	CASE NO.: 2022-CP-24-01036
Defendant.	)	

TO: JAMES GRAHAM PADGETT, III., ATTORNEY FOR THE PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for the Defendants Sudie Dell Davis and Roosevelt Davis will ten (10) days from the service of this Notice of Motion and Motion, or soon thereafter as counsel may be heard, move before the Honorable Eugene C. Griffith, Jr. to alter or amend a Judgment pursuant to Rule 59 (e) the South Carolina Rules of Civil Procedure.

The Motion is made on the grounds of furtherance of justice and the Defendants verily believes that the Judge should reconsider the hearings held on February 7, 2024 and the Order Granting Summary Judgment, filed on March 20, 2024:

- A. As it relates to Summary Judgment regarding Paragraph 2 of the Covenant, which states pertinent part: “ All residence erected or located on any lot in subdivision shall have at least sixteen hundred (1600) square feet, exclusive of patios, carports, garages, and porches.”**

The Plaintiffs presented Affidavits based on the Manufacture’s Certificate of Orgin, listing square footage of each half of the Plaintiff’s Residence. Defendants presented an

Affidavit of Greenwood City/County Planning Director who is an expert, which stated that she actually visited the site, and the square foot measurement of the Residence is 1,680 square feet, which is more than the 1,600 square feet requirements of the covenant. Further, Plaintiffs submitted their Affidavit verifying that the Residence is more than 1,600 square feet.

The Defendants argues that these are genuine issues of material facts relevant to the square footage of the Defendant's Residence. The Plaintiffs did not present any evidence that upon the residence being actually set-up is less than 1600 square feet. The Defendants presented an Affidavit of Ms. Coleman, who verified that the dimensions of the Residence *insitus* were 1680 square feet. Ms. Coleman actually visited the site and measured the Residence. The Defendants also submitted Affidavits that the Residence is more than 1,600 square feet.

The Defendants state that at this stage in the proceeding, Court cannot resolve questions relating to the relative credibility or qualifications of the affiant. The Defendants move this Honorable Court to Alter or Amend its order, viewing the facts and all reasonable inferences therefrom in the light most favorable to the none-morant Defendants, Defendants have established the existence of a disputed issue as to whether the Residence violates paragraphs 2 of the Restrictions.

- B. As it relates to Summary Judgment regarding Paragraph 9 of the Covenant, which states, "No commercial vehicles, camper trailers, or house trailers shall be parked or stored on any lot except in the carport or garage or real portion of said lot."**

The Defendants state that the Restrictions do not define or clarify the phrases "house trailer" or "real portion of lot." No evident was presented as to the intent of the original parties to the Restrictions regarding the meaning of the terms "house trailer." The Defendant presented an

Affidavit from a Real Estate Agent expert that states in his professional opinion, the term “house trailer” was “very ambiguous” and that the “real portion of lot” could be interpreted to mean “anywhere on a lot.” It is undisputed that the Residence is placed on the lot.

The Plaintiffs did not establish that they are entitled to judgment as a matter of law that “both” the Residence is a “house trailer” and that it is on the “real portion of the lot,” as the terms are used in the Restrictions. The Defendants further state that the Order of Summary Judgment should be altered and/or amended, setting aside the arguments regarding “house trailer,” it is very clear that disputed issues exist as to whether or not it sits on the “**real portion**” of the lot.

Words of a restrictive covenant must be given “common, ordinary meaning attributed to them at the time of execution.” The Restrictive covenant is ambiguous “real portion” of the lot is ambiguous. The Defendants believes that the Court should not grant Summary Judgment, based on the case law of South Carolina, as cited in the Defendants proposed order denying Summary judgment and as will be more fully argued at the Motion hearing to alter or amend the order of the Court granting Summary Judgment.

The Defendants further state, regarding the issue of Summary Judgment as it relates to the Defendants’ counterclaim, the Plaintiff did not meet their burden to point to any alleged absence of evidence to support the Counterclaim for Declaratory Judgment. Summary Judgment should be denied relevant to the Defendants’ Counterclaim of Declaratory Judgment. As it relates to the Counterclaim of Trespass, the fact of trespass is enough to establish prima facie injury at this stage of Summary Judgment, and the Defendants’ must be able to prove their case of trespass. As to Civil Conspiracy, the Plaintiffs argued that the Defendants lacked evidence of an underlying wrong. The Defendants state that based on the Plaintiffs not being entitled to

Summary Judgment on the underlying wrong of Trespass, the same is true regarding the claim of Civil Conspiracy.

CONCLUSION

In Conclusion, the Defendants ask the Court to review, re-access, alter, and amend its Order Granting Summary Judgment and based upon the Motion as outlined herein, the Defendants request that this Court set aside time to hear the parties arguments to the said Motion on the record.

TOMMY L. STANFORD & ASSOCIATES, PC

March 27, 2024.

s/ Tommy L. Stanford

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JUANKELL SHINGLES LAW FIRM

March 27, 2024.

s/ Juankell Shingles

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Certificate of Counsel

RECEIVED

Nov 19 2024

SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

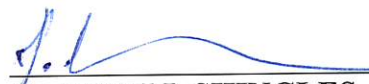
Dated: 11-1-2024

Respectfully Submitted,



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