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Jul 07 2026

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

Sudie Dell Davis and Roosevelt Davis, Appellants,

vs.

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

APPELLANTS' PETITION FOR REHEARING

Tommy L. Stanford, Esquire
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and

Juankell Shingles, Esquire
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Attorneys for Appellants

Pursuant to Rule 221(a), SCACR, Appellants respectfully petition for rehearing of Unpublished Opinion No. 2026-UP-311, filed June 24, 2026 (“Opinion”), because the Opinion overlooks and misapprehends controlling principles governing summary judgment and the construction of restrictive covenants. Specifically, the Opinion affirms summary judgment without addressing whether Respondents met their initial burden to establish the absence of a genuine issue of material fact regarding every element necessary to enforce Paragraph 9 of the Restrictions. Respondents did not meet their burden in the trial court, and failed entirely to file any brief on appeal.

I. The Court Overlooked or Misapprehended the Law Governing the Parties’ Respective Burdens of Proof on Respondents’ Motion for Summary Judgment

Respondents, as the moving parties, bore the initial burden of establishing the absence of any genuine issue of material fact and their entitlement to judgment as a matter of law. Only after that burden was satisfied did any burden shift to Appellants. The Opinion, however, never addresses whether Respondents satisfied that initial burden with respect to the phrase “real portion of said lot.”

Respondents’ claims below were based on allegations that Appellants had breached certain provisions of the declaration and statement of protective covenants, restrictions and conditions imposed upon Callison Estates, Greenwood County, South Carolina, recorded in the Office of the Clerk for Greenwood County at Deed Book 259, at pages 185-188, Book 267, at pages 435-438, and Book 267, at pages 439-440 (together, the “Restrictions”).

Respondents, as the parties moving for summary judgment, bore the initial burden of establishing the absence of any genuine issue of material fact and their entitlement to judgment as a matter of law. Only if Respondents satisfied that burden did any burden shift to Appellants. *Standard Fire Ins. Co. v. Marine Contracting & Towing Co.*, 301 S.C. 418, 422, 392 S.E.2d 460, 462 (1990); *Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 358, 650 S.E.2d 68, 71 (2007). The Opinion, however, never addresses whether Respondents satisfied that threshold burden with respect to Paragraph 9.

Paragraph 9 prohibits commercial vehicles, camp trailers, and house trailers *except* when parked or stored “in the carport or garage or real portion of the lot.” Accordingly, Respondents were required to establish both that Appellants’ residence constituted a “house trailer” and that it was not located within one of Paragraph 9’s express exceptions.

Because Respondents failed to establish that no genuine issue existed regarding the applicability of Paragraph 9's exception, they were not entitled to summary judgment regardless of Appellants' opposing evidence. The Opinion contains no analysis of whether Respondents established, as a matter of law, that Appellants' residence was not located on the "real portion of said lot." Respondents offered neither evidence nor legal authority establishing the meaning of the phrase "real portion of said lot," nor did they identify undisputed facts demonstrating that Appellants' residence fell outside whatever area that phrase encompasses. Because Respondents failed to establish this essential component of their claim, summary judgment could not be granted regardless of Appellants' response.

The Opinion appears to proceed directly to Appellants' burden to demonstrate a genuine issue of material fact without first addressing whether Respondents satisfied their initial burden as the moving parties. This Court ruled that "Appellants have failed as a matter of law to establish a genuine issue of material fact as to whether provision nine of the Restrictive Covenant permitted Appellants to place their residence on any portion of their lot in Callison Estates." However, Appellants had no such burden unless and until Respondents met *their* initial burden, which Respondents failed to do.

II. This Court Overlooked or Misapprehended the Law Governing Contract Interpretation in Disregarding the Contractual Exception for House Trailers on the "Real Portion" of the Lot.

This Court's opinion characterizes the contract's "prohibition on house trailers" as "unambiguous." However, as noted above, the Restrictive Covenants' prohibition on house trailers is not absolute, but contains express exceptions, including one permitting house trailers on "the ...real portion of the...lot." Neither the circuit court nor the Opinion identifies what the phrase "real portion of said lot" means. The Opinion does not explain how the phrase operates or what effect it has within Paragraph 9. South Carolina law, however, requires courts to construe contracts so that every provision is given effect whenever reasonably possible.

Words of a restricted covenant must be given the "common, ordinary, meaning attributed to them at the time of their execution." *Taylor v. Lindsey*, 332S.C.1, 4-5, 498 S.E.2d 862, 863-64 (1998); *Marriott Corp. v. Combined Properties Ltd. Partnership*, 239 Va. 506, 391 S.E.2d 313 (1990). Respondents presented no evidence establishing the accepted legal or common meaning

of the phrase “real portion of said lot.” Neither the circuit court nor the Opinion identifies such a meaning. The meaning of the phrase is not otherwise apparent from the Restrictions. It is not a term commonly used in the real estate setting, and does not appear elsewhere in South Carolina case law. Neither the Trial Court nor this Court made any finding as to what “real portion” means, but instead both appear to have concluded that because the meaning of the phrase is not apparent, it can simply be disregarded and the Respondents were relieved of their burden to show that the Residence is not on the “real portion” of the lot.

“[A]n interpretation that gives meaning to all parts of the contract is preferable to one which renders provisions in the contract meaningless or superfluous.” *Stevens Aviation, Inc. v. DynCorp Int’l LLC.*, 407 S.C. 407, 417, 756 S.E.2d 148, 153 (2014) (citations omitted). Moreover, importantly, “restrictions as to the use of real estate should be strictly construed and all doubts resolved in favor of free use of the property.” *Taylor*, 332 S.C. at 4-5, 498 S.E.2d at 863-64, citing *McDonald v. Welborn*, 220 S.C. 10, 66 S.E.2d 327 (1951). Although this rule is subject to the provision that it should not defeat the “plain and obvious purpose of the instrument,” (*Id.*), nothing in the record demonstrates that the drafters intended the phrase “real portion of said lot” to have no operative effect. The Opinion’s construction effectively renders that language surplusage.

This Court expressed a concern for negating contractual language, stating that “Appellants’ argument, that the phrase ‘real portion of said lot’ permitted house trailers on any portion of their lot, was an unreasonable interpretation that would negate the prohibition on house trailers.” However, it is, in fact, *Respondents’* proposed interpretation of the contract that negates contractual language, as it renders the phrase “real portion of said lot” meaningless and superfluous. “Presumably, all portions of a contract are inserted for a purpose and, thus, the contract must be read as a whole, giving the appropriate weight to all of its provisions.” *MGC Mgmt., Inc. v. Kinghorn Ins. Agency*, 336 S.C. 542, 548, 520 S.E.2d 820, 823 (Ct. App. 1999).

In light of its ruling on these threshold issues, this Court declined to consider the other arguments raised in Appellants’ opening Brief. Appellants respectfully submit that this Court should reconsider its ruling on the threshold issues, and therefore also consider Appellants’ remaining arguments.

III. Conclusion

For these reasons, Appellants respectfully request that the Court grant rehearing, withdraw Opinion No. 2026-UP-311, issue a substituted opinion addressing whether Respondents satisfied their threshold burden on summary judgment and the proper construction of Paragraph 9, and the remaining issues raised in Appellants' Opening Brief. Upon consideration of those issues, Appellants respectfully submit that the grant of summary judgment should be reversed.

Dated: July 6, 2026

Respectfully Submitted,



TOMMY L. STANFORD, ESQUIRE

Attorney for Appellants

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Greenwood, South Carolina 29646

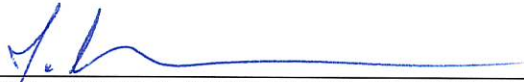
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vs.

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

PROOF OF SERVICE

I certify that I have served the Appellants' Petition For Rehearing on Ms. Vernell Humphries, 109 Welborn Ln., Greenwood, South Carolina 29646 by depositing a copy of it in the United States Mail, postage prepared on the 7th day of July, 2026.

July 7, 2026.



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Attorney for Appellants

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vs.

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PROOF OF SERVICE

I certify that I have served the Appellant's Petition For Rehearing on Ms. Nancy Inman, 101 Callison Drive, Greenwood, South Carolina 29646 by depositing a copy of it in the United States Mail, postage prepared on the 7th day of July, 2026.

July 7, 2026.



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vs.

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PROOF OF SERVICE

I certify that I have served the Appellant's Petition For Rehearing on Ms. Lisa Tolbert, 106 Callison Drive, Greenwood, South Carolina 29646 by depositing a copy of it in the United States Mail, postage prepared on the 7th day of July, 2026.

July 7, 2026.



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The Honorable Jenny Abbott Kitchings
Clerk of Court for South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201 .

**RE: NANCY S. INMAN, LISA TOLBERT, VERNELL HUMPHRIES VS. SUDIE DELL DAVIS AND
ROOSEVELT DAVIS
APPELLATE CASE NO.: 2024-000924
APPELLANTS' PETITION FOR REHEARING**

Dear Madam Clerk:

Please find enclosed the Appellants' Petition For Rehearing and Proofs of Service to Ms. Nancy S. Inman, Ms. Lisa Tolbert, and Ms. Vernell Humphries in reference to the above captioned matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Tommy L. Stanford".

Tommy L. Stanford
Attorney At Law

Enclosures

TOMMY L. STANFORD & ASSOCIATES, PC

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ROOSEVELT DAVIS
APPELLATE CASE NO.: 2024-000924
APPELLANTS' PETITION FOR REHEARING FILING FEE**

Dear Madam Clerk:

Please find enclosed a check in the amount of \$50.00 for the filing of the Appellant's Petition For Rehearing and Proofs of Service in reference to the above captioned matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Tommy L. Stanford", written over a horizontal line.

Tommy L. Stanford
Attorney At Law

Enclosure