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SC Court of Appeals

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October 14, 2026

VIA EMAIL (ctappfilings@sccourts.org)

South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

Re: Shirley Castillo v. Canterbury Park at Lake Carolina Association, Inc.
Appellate Case No. 2026-001670

Dear Sir or Madam:

Following a telephone conversation with Ms. Emily Heid, Appeals Specialist, we understand that a letter is an appropriate way to bring the following to the Court's attention. We write respectfully about the Court's Order of October 14, 2026 dismissing this appeal (Exhibit A), which appears to rest on a misunderstanding of the procedural history in the circuit court. The Order states:

"Richland County also filed a motion to alter or amend. The circuit court granted Richland County's motion on August 5, 2026; rescinded its order granting summary judgment; and denied Canterbury's motion for summary judgment. . . . After careful consideration, we find the order appealed by Ms. Castillo and Mr. Cooper has been rescinded and the order appealed by Richland County is not immediately appealable. Accordingly, the appeal is dismissed."

With respect, the circuit court record differs from this account in three ways.

First, Richland County did not file a motion to alter or amend. The only post-judgment motions were the two that Ms. Castillo and Mr. Cooper filed under Rule 59(e), SCRPC, on May 27, 2026: one asking the circuit court to reconsider its order granting summary judgment to Canterbury Park (Exhibit B), and one asking it to reconsider its order granting summary judgment to Richland County (Exhibit C).

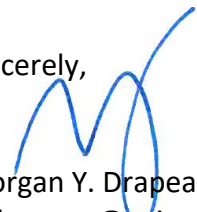
Second, the circuit court's August 5, 2026 order concerned Richland County alone (Exhibit D). It granted Ms. Castillo and Mr. Cooper's motion as to Richland County, found "genuine issues of material fact as to this Defendant," rescinded the May 6, 2026 order granting Richland County summary judgment, and denied Richland County's motion for summary judgment. It did not address Canterbury Park's motion. Because the circuit court entered both of its summary judgment orders on May 6, 2026, the August 5 order's reference to "its Order of May 6, 2026" could understandably be read as reaching both. The order's opening sentence, however, limits it to the order "granting Summary Judgment for Richland County."

Third, the order granting summary judgment to Canterbury Park has not been rescinded. The circuit court denied the motion to reconsider that order on June 30, 2026 (Exhibit E). That ruling did not end the case as a whole, but it did end the case as to Canterbury Park. Ms. Castillo and Mr. Cooper timely filed their notice of appeal on July 29, 2026, and that order remains in effect and is the order under review in this appeal. They filed their Initial Brief and Designation of Matter on October 8, 2026.

As to Richland County, the claims were returned to the circuit court's trial roster and may be called for trial the week of October 26, 2026. Richland County did not ask the circuit court to reconsider the August 5 order. It instead filed a notice of appeal from that order on October 9, 2026 (Exhibit F). On October 12, 2026, Ms. Castillo and Mr. Cooper moved to dismiss that appeal because an order denying summary judgment is not immediately appealable (Exhibit G). They agree with the Court that Richland County's appeal should be dismissed.

Ms. Castillo and Mr. Cooper therefore respectfully ask the Court to amend its October 14, 2026 Order so that it dismisses Richland County's appeal only and reinstates their appeal from the order granting summary judgment to Canterbury Park, or to clarify the Order as the Court finds appropriate. Should the Court prefer that this be raised by a motion to reinstate or a petition for rehearing, they will file it promptly. Thank you for your attention to this request.

Sincerely,



Morgan Y. Drapeau
mdrapeau@goingslawfirm.com

Enclosures: Exhibits A through G
cc: Andrew F. Lindemann, Esq. (via email: andrew@ldlawsc.com)
John M. Grantland, Esq. (via email: jgrantland@murphygrantland.com)
Andrew D. Balcerzak, Esq. (via email: abalcerzak@murphygrantland.com)

The South Carolina Court of Appeals

Shirley Castillo and Charles Cooper,
Appellants/Respondents,

v.

Canterbury Park at Lake Carolina Association, Inc.,
a/k/a, Lake Carolina Masters Association, Inc., and
Richland County, Defendants,

of which Canterbury Park at Lake Carolina Association,
Inc., a/k/a, Lake Carolina Masters Association, Inc. is the
Respondent,

and

Richland County is the Appellant.

Appellate Case No. 2026-001670

ORDER

Appellants Shirley Castillo and Charles Cooper initiated this appeal from an order of the circuit court granting Respondent Canterbury Park at Lake Carolina Association's motion for summary judgment. Specifically, the circuit court found Appellant Richland County, and not Canterbury, owned the sidewalk where Ms. Castillo's accident allegedly occurred. Ms. Castillo and Mr. Cooper filed a motion to alter or amend pursuant to Rule 59, SCRPC, which was denied on June 30, 2026. Ms. Castillo and Mr. Cooper filed a notice of appeal on July 29, 2026.

Richland County also filed a motion to alter or amend. The circuit court granted Richland County's motion on August 5, 2026; rescinded its order granting summary judgment; and denied Canterbury's motion for summary judgment. Richland County filed a notice of appeal on October 9, 2026, which we consolidated with the appeal filed by Ms. Castillo and Mr. Cooper.

After careful consideration, we find the order appealed by Ms. Castillo and Mr. Cooper has been rescinded and the order appealed by Richland County is not immediately appealable. Accordingly, the appeal is dismissed. *See Ballenger v. Bowen*, 313 S.C. 476, 477–78, 443 S.E.2d 379, 380 (1994) (holding the denial of a motion for summary judgment is not immediately appealable). The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.



, J.

FOR THE COURT

Columbia, South Carolina

FILED
Oct 14 2026

cc:

Morgan Yarborough Drapeau, Esquire
Robert Fredrick Goings, Sr., Esquire
Christopher M. Paschal, Esquire
Andrew David Balcerzak, Esquire
John Martin Grantland, Esquire
Andrew F. Lindemann, Esquire

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Shirley Castillo and Charles Cooper,	)	CIVIL ACTION No.: 2024-CP-40-03730
	)	
Plaintiffs,	)	
	)	
vs.	)	PLAINTIFFS' MOTION TO
	)	RECONSIDER THE ORDER
	)	GRANTING DEFENDANT
Canterbury Park at Lake Carolina	)	CANTERBURY PARK AT LAKE
Association, Inc., a/k/a, Lake Carolina	)	CAROLINA ASSOCIATION, INC.'S,
Masters Association, Inc., and Richland	)	MOTIONS FOR SUMMARY
County,	)	JUDGMENT
	)	
Defendants.	)	

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, Plaintiffs Shirley Castillo and Charles Cooper respectfully request this Court to reconsider, alter, and amend its Orders dated May 6, 2026, granting Defendant Canterbury Park at Lake Carolina Association, Inc., a/k/a Lake Carolina Masters Association, Inc., (hereinafter "Canterbury Park") Motion for Summary Judgment.

FACTUAL BACKGROUND

On March 20, 2024, Plaintiff Shirley Castillo was walking along the sidewalk in the Canterbury Park subdivision of the Lake Carolina development in Richland County, South Carolina. Ms. Castillo was working on getting her daily step count completed before heading out of town that evening. She was walking with her headphones in listening to music as she traversed along the sidewalks of Sherborne Lane.

Ms. Castillo fell when she tripped on an uneven sidewalk. A tree root was growing under the sidewalk and over time caused an elevation at an expansion joint between two concrete slabs. *See Exhibit A, Image of Uneven Sidewalk.* Because of the uneven surface, Ms. Castillo plummeted

to the ground. The violent impact with the sidewalk resulted in Ms. Castillo shattering her left ulna and radius. She required surgical intervention to repair the two shattered bones. Ms. Castillo has two plates and over seventeen screws in her left arm. Ms. Castillo will likely require future surgery to her left arm.

Canterbury Park is the homeowner's association that is responsible for maintaining, repairing, and operating the common areas of Plaintiffs' neighborhood. Where Ms. Castillo fell is on a sidewalk which runs directly through a common area. There are no individual houses in front of this area of sidewalk and it is not maintained by any individual homeowner. Rather, the grass, trees and bushes surrounding this sidewalk are maintained by Canterbury Park. *See Exhibit B*, Canterbury Park's 30(b)(6) Deposition of Michael Dhunjishah, p. 39:4-14. Mr. Michael Dhunjishah, a representative of Canterbury Park, testified that the sidewalks in Canterbury Park are part of the common areas. *See Exhibit B*, p. 17:20-18:7; p. 23:12-16; 25:22-26:1. Canterbury Park's Declaration of Covenants, Conditions and Restrictions includes language that voluntarily imposes a duty on Canterbury Park to maintain its common areas. *See Exhibit B*, Canterbury Park at Lake Carolina Association Inc.'s Declaration of Covenants, Conditions and Restrictions at Section 4.5.3.

STANDARD OF REVIEW

Summary Judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any show that there are no genuine issues as to material fact and the moving party is entitled to judgment as a matter of law." Rule 56(c). "When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Simmons v. Berkeley Elec. Coop., Inc.*, 419, S.C. 223, 228, 797 S.E.2d 387, 390 (2016)

ARGUMENT

This Court's May 6, 2026 Order granted Summary Judgment in favor of Canterbury Park on the grounds that Canterbury Park did not own the subject sidewalk and therefore had no duty to maintain the sidewalk and that Canterbury Park did not have notice of the dangerous condition of the sidewalk where Ms. Castillo fell. Plaintiff hereby respectfully requests that the court reconsider its understanding of the law and instead hold that when viewing the evidence in the light most favorable to the non-moving party, (1) there is evidence in the record that Canterbury Park voluntarily undertook a duty to maintain and repair the sidewalk at issue and (2) there is sufficient evidence in the record that Canterbury Park had constructive notice of the defect.

A. There is Evidence in the Record that Canterbury Park Voluntarily Undertook a Duty Over the Sidewalks in the Common Areas of Canterbury Park.

It is true that ordinarily the upkeep of public sidewalks lies with the counties or cities that own them. *See* S.C. Code Ann. § 5-27-120. However, an entity may create a duty to maintain public sidewalks when that entity voluntarily undertakes the duty to act. *See Vaughn v. Town of Lyman*, 370 S.C. 436, (citing *Russel v. City of Columbia*, 305 S.C. 86, 406 S.E.2d 338 (1991)). When viewing the evidence in the light most favorable to Plaintiff, there is ample evidence that demonstrates Canterbury Park voluntarily undertook a duty over the sidewalks in its neighborhood.

In granting summary judgment for Canterbury Park, this Court relies on *Epps v. United States* as factually similar.¹ However, the facts of *Epps* are not similar to the case at hand. In *Epps*, the Plaintiff tripped and fell on a public sidewalk about three feet from premises leased by the Post Office. All of the parties agreed that the Post Office did not control the area. There was no evidence in the record that the Post Office created the hazardous condition or voluntarily undertook a duty to maintain the sidewalk where Plaintiff tripped. The area in which Plaintiff fell was feet away

¹ 862 F. Supp. 1640 (D.S.C. 1994).

from the premises in which the Post Office was responsible for maintaining. These facts are not synonymous to the facts at issue in this matter.

In the alternative, there is evidence in the record that the sidewalks are part of the common areas controlled and maintained by Canterbury Park. On multiple occasions, Mr. Michael Dhunjishah, a board member of the Canterbury Park Homeowners Association and Canterbury Park's designated 30(b)(6) witness, stated unequivocally that the sidewalks are designated as common areas in the subdivision. *See Exhibit B*, p. 17:20-18:7; p. 23:12-16; 25:22-26:1. Furthermore, Canterbury Park admits that this sidewalk doesn't simply abut the property in which Canterbury Park maintains, but it runs through the property, as Canterbury Park hires landscapers to maintain the grass, trees, and bushes on both sides of the sidewalk. Because the sidewalk is part of the common area, Canterbury Park has voluntarily created a duty to maintain and repair that area.

As noted in Mr. Dhunjishah's deposition, Canterbury Park at Lake Carolina Association Inc.'s Declaration of Covenants, Conditions and Restrictions states:

Unless expressly approved by the Association and the Declarant, all Common Areas within the Property shall be conveyed to the Association no later than ninety (90) days after the date of closing the sale of the last Unit in the Property. After approved conveyance of a Common Area or designation of an Area of Common Responsibility, the Association shall be fully responsible for its operation, maintenance and repair, except as otherwise states in the document conveying or designating such property.

Exhibit C, 4.5.3 Completion of Conveyance of Common Areas; Association Responsibility.

When asked whether Mr. Dhunjishah had any document that demonstrated the sidewalks were not part of the common areas, he confirmed he did not. *Exhibit B*, p. 50:6-9. The 30(b)(6) testimony designating the sidewalks as common areas coupled with Canterbury Park's Covenants,

Conditions and Restrictions, creates a voluntary duty of Canterbury Park to maintain, repair, and operate the sidewalks. At minimum, it creates a question of fact for the jury as to whether Canterbury Park did voluntarily undertake a duty to repair, maintain, and operate the sidewalks in the neighborhood.

The *Landry* matter is the appropriate controlling precedent. In *Landry v. Hilton Head Plantation Prop. Owner's Ass'n*, the homeowner's association had a contractual duty to maintain the common areas of the Plantation pursuant to the covenants governing the Plantation. See 317 S.C. 200, 202, 452 S.E.2d 619 (1994). The Plaintiff fell on sidewalk that was controlled by the homeowner's association. The Court did not dismiss this cause of action due to the contractual duty to maintain the common areas. Similarly, Ms. Castillo tripped and fell on sidewalk that is considered by Canterbury Park to be a common area. Canterbury Park's Covenants, Conditions and Restrictions create a contractual duty on behalf of Canterbury Park to maintain, repair, and operate the sidewalks.

Canterbury Park attempts to avoid liability by continuously pointing out that they do not own the sidewalks. Nobody disputes who owns the sidewalks. But ownership of the property is not alone decisive. In *Vaughn v. Town of Lyman*, the Town of Lyman did not own the sidewalk where Plaintiff was injured. Rather, the sidewalk was owned by Spartanburg County and maintained by the South Carolina Highway Department. 370 S.C. 436, 635 S.E.2d 631 (2006). Similar to Canterbury Park, the Town of Lyman voluntarily exercised control over the street at issue when they removed trees around the area. There is ample evidence in the record that Canterbury Park exercised control of the sidewalk when they hired and retained landscapers to maintain the grass, trees, bushes and clear the areas around the specific area of sidewalk in which Ms. Castillo fell. See *Exhibit A*, p. 39:4-14.

There is no question that evidence exists in the record that creates a genuine issue of fact for a jury to consider whether Canterbury Park exercised control and voluntarily assumed a duty to repair and maintain the sidewalk where Ms. Castillo fell. For this reason, this Court should reconsider its Order granting Summary Judgment.

B. Canterbury Park did have Constructive Notice of the Defect

Canterbury Park had constructive notice of the dangerous uneven sidewalk that caused Ms. Castillo to suffer severe and traumatic injuries. “Constructive notice is a legal inference which substitutes for actual notice.” *Major v. City of Hartsville*, 410 S.C. 1, (quoting *Strother v. Lexington Cnty. Recreation Comm’n*, 332 S.C. 54, 504 S.E.2d 117 (1998)). Constructive notice arises when a condition has existed for such a period of time that if the entity had used reasonable care they would have discovered the condition. *See Fickling v. City of Charleston*, 372 S.C. 597, 609-10 n. 34, 643 S.E.2d 110, 117, n.34 (Ct. App. 2007). Based upon the deposition of Michael Dhunjishah and Michael Maloney, tree roots commonly push up one side of a sidewalk which results in unsafe and dangerous walking conditions. *See Exhibit B*, p. 34:21-35:11, *see also, Exhibit D*, Deposition of Michael Maloney, p. 20:20-23:7. All parties admit that there are old trees within the common area near where Ms. Castillo fell and a tree root growing underneath the sidewalk is what caused the sidewalk to become uneven. *Exhibit C*, p. 20:20-23:7. This is a phenomenon that does not occur overnight; rather, it occurs overtime. Reasonable care by either Canterbury Park or Richland County would have uncovered this dangerous condition and allowed for either or both of the Defendants to repair the condition and prevent the injuries suffered by Ms. Castillo.

C. Ms. Castillo is not a Licensee.

The Court’s Order states that Ms. Castillo “was likely a licensee on the property” and uses her potential status as a licensee to prevent Canterbury Park from having a duty to inspect the sidewalk,

thus precluding their ability to have constructive notice. The *Landry* case presents clear authority that Ms. Castillo is not a licensee when using Canterbury Park common areas. 317 S.C. 200, 202, 452 S.E.2d 619 (1994). In *Landry*, the South Carolina Supreme Court analyzed whether a member of a homeowner's association would be a licensee or invitee. The Court found that because the member pays dues to the homeowner's association for the promise of a benefit, which includes maintaining common areas in good and safe repair, that the member is a business visitor and therefore an invitee. *Id.* Ms. Castillo is a paying member of Canterbury Park's Homeowners Association and is therefore an invitee. Because of Ms. Castillo's status, all Ms. Castillo has to do is present evidence (as she has) that Canterbury Park had constructive notice of the dangerous sidewalk and failed to repair it. For these reasons, the Court should reconsider its Order granting Canterbury Park Summary Judgment.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests this Court reconsider its Order granting Summary Judgment for Defendant Canterbury Park at Lake Carolina Association, Inc., a/k/a, Lake Carolina Masters Association, Inc and instead hold that (1) there is evidence in the record that Canterbury Park voluntarily undertook a duty to maintain and repair the sidewalk at issue and (2) there is sufficient evidence in the record that Canterbury Park had constructive notice of the defect.

[signature on the following page]

Respectfully submitted,

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May 26, 2026
Columbia, South Carolina

EXHIBIT A



EXHIBIT B

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
C/A NO.:2024-CP-40-03730

SHIRLEY CASTILLO AND
CHARLES COOPER,

PLAINTIFFS,

VS.

CANTERBURY PARK AT LAKE
CAROLINA ASSOCIATION,
INC., AND RICHLAND COUNTY,

DEFENDANTS.

30(B)(6) DEPOSITION

OF

CANTERBURY PARK
(MICHAEL DHUNJISHAH)

THE 30(B)(6) DEPOSITION OF CANTERBURY PARK (MICHAEL
DHUNJISHAH), TAKEN BEFORE WENDY SHANNON SULLIVAN, VERBATIM
REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH
CAROLINA, COMMENCING AT THE HOUR OF 2:38 P.M., THURSDAY, THE
19TH DAY OF FEBRUARY, 2026, AT GOINGS LAW FIRM, LLC LOCATED
AT 1510 CALHOUN STREET, COLUMBIA, SOUTH CAROLINA.

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APPEARANCES

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1 STIPULATIONS

2 IT IS STIPULATED BY AND BETWEEN COUNSEL
3 FOR THE RESPECTIVE PARTIES THAT ALL OBJECTIONS
4 ARE RESERVED UNTIL THE TIME OF TRIAL, EXCEPT
5 AS TO THE FORM OF THE QUESTION.

6 THIS DEPOSITION IS BEING TAKEN PURSUANT
7 TO THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

8 - - - -

9 THE READING AND SIGNING OF THIS DEPOSITION IS
10 WAIVED BY THE DEPONENT AND COUNSEL FOR THE RESPECTIVE
11 PARTIES.

12 WHEREUPON, CANTERBURY PARK (MICHAEL
13 DHUNJISHAH), BEING DULY SWORN AND CAUTIONED TO SPEAK
14 THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH,
15 TESTIFIED AND DEPOSED AS FOLLOWS:

16 EXAMINATION

17 BY MS. DRAPEAU:

18 Q All right. Could you state your full name for the
19 record?

20 A Yes. My first name is Michael. My surname is
21 Dhunjishah.

22 Q Mr. Dhunjishah? Did I say that correctly?

23 A You got it. Just forget the first H, and the rest is
24 phonetic.

25 Q All right. Hopefully I don't mess that up today;

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1 okay?

2 A It doesn't really bother me.

3 Q Okay.

4 A I go by Mike, and that's a lot -- that's an awful lot
5 easier.

6 Q Well, Mike, if I start getting nervous, like I just
7 did, I'll call you Mike; okay? Is that okay?

8 A Don't get nervous.

9 Q Okay.

10 A I'm just an old fart. That's it.

11 Q My name is Morgan Drapeau. I represent Shirley
12 Castillo and Charles Cooper in a lawsuit against
13 Richland County, as well as Canterbury Park at Lake
14 Carolina.

15 You are sitting in as the witness for Canterbury
16 Park; is that your understanding?

17 A Yes, ma'am.

18 Q Okay. And are you currently under -- I ask this of
19 everyone. Are you currently under the influence of any
20 alcohol or drugs that could affect your ability to give
21 honest and truthful testimony today?

22 A Not to the best of my knowledge.

23 Q Okay. And so far you understand all the questions that
24 I'm asking you?

25 A Yes, ma'am.

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1 Q Okay. Have you ever had your deposition taken before?

2 A Yes, ma'am.

3 Q How many times have you had your deposition taken?

4 A Lots.

5 Q Okay.

6 A The reason I say that, I mean -- I mean, I -- I've done
7 a lot of expert witness stuff as an engineer. I'm an
8 engineer. I've been deposed by 12 attorneys at the
9 same time. I mean, they're all in the same room, you
10 know, paid 15 minutes at a time.

11 Q What kind of expert testimony would you provide?

12 A I'm an engineer.

13 Q Okay. Civil?

14 A Civil.

15 Q Okay. Did you give testimony for injuries or
16 construction defects?

17 A Construction -- construction defects or -- essentially,
18 yes.

19 Q When is the last time you provided a deposition?

20 A Let's see. We moved here in 2005, and I was going back
21 and forth to L.A., so maybe 2010. Maybe 2010, maybe
22 2011. Thereabouts. It was a long case. It was about
23 six -- five or six years, I think.

24 Q Were those depositions for cases that were pending in
25 South Carolina?

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1 A No, ma'am.

2 Q Okay.

3 A They were in California.

4 Q So, this is your first deposition in South Carolina?

5 A I believe so.

6 Q Okay. I think your attorney has probably gone over
7 some of this stuff with you, but just ground rules for
8 you real quick to try to make this flow as best as
9 possible. Doing what you're already doing right now,
10 just giving verbal responses to all of our questions --

11 A Oral responses?

12 Q Yes. No head nods, head shakes, even uh-huh and huh-
13 uh aren't good enough; okay? So, that way we can make
14 sure the transcript is clear; all right?

15 A Yes, ma'am.

16 Q Also, try not to cut each other off. It can get
17 conversational. You probably know exactly where my
18 question is going, and you might want to cut me off to
19 answer it. If you could try not to do that, let me ask
20 my very long-winded question, statement that I'm doing
21 right now, and then please make sure that I don't cut
22 you off; okay? So, if I do accidentally cut you off,
23 just let me know; all right?

24 A I'm accustomed to that. I'm married.

25 Q Okay. If you don't understand a question that I ask,

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1 just have me rephrase it for you. I'm happy to do
2 that; all right?

3 A Yes, ma'am.

4 Q If you don't know the answer to a question or you can't
5 remember, I prefer you tell me that than try to take a
6 guess at it; okay?

7 A Yes, ma'am.

8 Q Every answer you give we're going to understand that --
9 we're going to assume that you understood the question
10 and that that is the correct answer; all right?

11 A Yes, ma'am.

12 Q Is that fair?

13 A Yes, ma'am.

14 Q You're the star of the show. If you need to take a
15 break -- I am typically somewhat quick, but if you need
16 to take a break for any reason, just let me know;
17 okay? Ordinarily, during breaks attorney-client
18 privilege doesn't exist, so if you have conversations
19 with your attorney, a lot of that I can ask you
20 questions about, just during the break of the
21 deposition; okay?

22 A Yes, ma'am.

23 Q All right. I'm sure I've forgotten one or two more
24 ground rules. If something comes up either Drew will
25 let you know, or Mr. Lindemann, and we'll make sure

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1 that we keep this process rolling.

2 MS. DRAPEAU: Andrew, are you still there?

3 THE WITNESS: He's disappeared.

4 MR. LINDEMANN: Yeah, I'm here. I just turned off
5 my camera and my audio.

6 MS. DRAPEAU: Perfect. Just wanted to make sure we
7 didn't lose you.

8 MR. LINDEMANN: Okay. And, Mike, if you don't mind
9 talking up just a little bit, that would be real
10 helpful.

11 THE WITNESS: I certainly will, sir. Is this
12 better?

13 MR. LINDEMANN: Uh-huh. That's a lot better.
14 Thank you.

15 THE WITNESS: I'm used to speaking with my wife, so
16 I have to speak in low tones. I'm not disrespectful.

17 BY MS. DRAPEAU:

18 Q All right. Mr. Dhunjishah --

19 A Yes, ma'am.

20 Q -- did you do anything to prepare for today's
21 deposition?

22 A Yes, ma'am.

23 Q What did you do to prepare for today's deposition?

24 A I met with Counselor Drew here, and I looked through
25 this binder that had some of the documents related to

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1 this case. I -- whatever. I didn't peruse it in
2 detail, but I glanced through them.

3 Q Did you look at any other documents besides what's been
4 provided in that binder?

5 A Yes, ma'am.

6 Q What other documents did you look at?

7 A Looked at a deposition that was produced by the
8 county -- the gentleman from the county.

9 Q Did you look at any other deposition transcripts?

10 A I'm not sure if there was one in here. I didn't catch
11 one. Not -- no, ma'am.

12 Q Did you review any other documents besides those, and
13 then the deposition transcript of the designee from
14 Richland County?

15 A No, ma'am.

16 Q Okay. Did you do any of your own investigation into
17 this matter?

18 A No, ma'am.

19 Q After reading the deposition transcript of the Richland
20 County designee, did you form any opinions about this
21 lawsuit?

22 MR. LINDEMANN: Object to the form.

23 BY MS. DRAPEAU:

24 Q You may answer that question.

25 A I may what?

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1 Q Answer the question that I asked. And I can say it
2 again.

3 A Yeah, I -- I have no -- yeah, I have an opinion.

4 Q And what was the opinion?

5 A Apparently, somebody tripped.

6 Q Are you aware of who did trip?

7 A Other than the names, I don't -- I know neither one of
8 the two parties.

9 Q Okay. And do you have any factual understanding of how
10 Ms. Shirley Castillo tripped and fell at the property?

11 A No, ma'am. Nothing that's factual.

12 Q Do you believe Ms. Castillo is negligent in any manner
13 when she tripped and fell on the property?

14 MR. LINDEMANN: Object to the form.

15 THE WITNESS: I have no opinion.

16 MR. BALCERZAK: Same objection.

17 BY MS. DRAPEAU:

18 Q Do you have any opinions as to whether Ms. Castillo was
19 doing anything wrong at the time that she tripped and
20 fell on the property?

21 MR. LINDEMANN: Object to the form.

22 THE WITNESS: No, ma'am.

23 BY MS. DRAPEAU:

24 Q Have you reviewed any pictures of where the incident
25 occurred?

Page 12

1 A Yes, ma'am. They were attached to the deposition given
2 by the -- taken of the -- by the district engineer,
3 whoever the guy -- Mike somebody or another or Michael
4 somebody or another.

5 Q Okay. We'll mark this as Exhibit 1.
6 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER 1 WAS MARKED FOR
7 IDENTIFICATION PURPOSES, PHOTOGRAPH.)

8 BY MS. DRAPEAU:

9 Q This is a picture that we have of where the fell
10 take -- took -- where the fall took place. Did you see
11 any image that looks similar to this or this specific
12 picture?

13 A No, ma'am.

14 Q Okay. Do you see on this picture where Plaintiff fell?

15 A No, ma'am, I can't -- I -- this is a picture of the
16 sidewalk.

17 Q Okay. Hold on one second for me. I'm just going to
18 get those pictures for you since you're more familiar
19 with those; okay?

20 A Sure.

21 MS. DRAPEAU: Andrew, I'm going to show him the
22 last five pictures, Exhibit 2 in Mr. Maloney's
23 deposition, since he's referred to those, and I'll send
24 them to Wendy via e-mail if you don't have any
25 objections to that.

Page 13

1 MR. BALCERZAK: No, I'm fine with that. I have --
2 I have his deposition.

3 MS. DRAPEAU: Okay. Perfect. All right. And
4 we'll mark this as Plaintiff's Exhibit 2.

5 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER 2 WAS MARKED FOR
6 IDENTIFICATION PURPOSES, PACKET OF PHOTOGRAPHS (5).)

7 BY MS. DRAPEAU:

8 Q All right. Are these the photos that you reviewed in
9 preparing for today's deposition?

10 A I believe they -- if those are ones that are attached
11 to the -- to the deposition, then they are.

12 Q Okay. And as a representative from Canterbury Park, do
13 you have any opinions as to the danger of this
14 elevation of the sidewalk?

15 MR. LINDEMANN: Object to the form.

16 THE WITNESS: I have no opinion as to the danger of
17 the sidewalk.

18 BY MS. DRAPEAU:

19 Q Can you read that measurement on this first picture in
20 Plaintiff's Exhibit 2?

21 A Yes, ma'am.

22 Q And about how high is that elevation?

23 A Elevation to what?

24 Q From the first panel of sidewalk to the second.

25 A So that would be, from that point, from the end of

Page 14

1 the -- from the end of the ruler of the scale up to
2 there, up to that area, so that appears to be two
3 inches.

4 Q And do you have any reason to think that that is
5 incorrect?

6 A It's in the picture there. I don't know where the
7 picture was taken.

8 Q Did you ever go and inspect the sidewalk yourself?

9 A No, ma'am.

10 Q When were you first notified about this lawsuit?

11 A I'm on the Board, and I -- I don't know, a couple years
12 ago maybe. I don't really honestly remember.

13 Q Did any --

14 A But --

15 Q I'm sorry, go ahead.

16 A That's the first time I ever heard about it, and then
17 the next thing I ever heard is when I was asked to see
18 about being deposed.

19 Q Did anybody on the Board go out and inspect the
20 sidewalk after being notified of the incident?

21 A Not to the best of my knowledge.

22 Q Did the Board ever receive any complaints about issues
23 with sidewalks at Canterbury Park?

24 A No, ma'am.

25 Q Okay. Does the Homeowners' Association do any

Page 15

1 inspections of sidewalks in the area?

2 A No, ma'am.

3 Q Has the Homeowners' Association ever reported any
4 defective areas in the sidewalks to Richland County?

5 A Has who?

6 Q The Homeowners' Association. Canterbury Park, who you
7 are here as the designee.

8 A Not to the best of my knowledge. I've only been on the
9 Board a limited time. The Homeowners' Association has
10 been there for 20 years, so I have no clue.

11 Q Okay. How long have you been on the Board?

12 A Three or four years. I can barely remember what I had
13 for breakfast.

14 Q Well, what is your position on the Board?

15 A I'm a member of the Board.

16 Q Okay. How many members are there?

17 A There are three.

18 Q Is there any kind of president or secretary, or just --

19 A Not really. I mean, it's just the three of us. Nobody
20 else wants to do it, I think.

21 Q How often do y'all have board meetings?

22 A We don't have formal board meetings, per se. If we
23 have to go for the budget or something like that, we
24 will -- we will talk. And then we typically have a
25 homeowners' meeting once -- once a year, where all the

Page 16

1 homeowners are invited.

2 Q What are the roles and responsibility of the
3 Homeowners' Association?

4 A I'm really not sure specifically as to what they are.
5 We basically look at the budget. Of the Homeowners'
6 Association or the Board members?

7 Q The Homeowners' Association. Canterbury Park's rules
8 and responsibilities over the property.

9 A I would have to go back through the information that's
10 listed in the homeowners' document that's in that black
11 binder.

12 Q Okay.

13 A I don't know specifically.

14 Q Why don't we --

15 A There's a lot of information in there.

16 Q That's fine.

17 A You want to read the whole thing?

18 Q Well, let's just open up the binder and I can maybe
19 point you to a few places to see if that helps us out.

20 A Okay. So, we get some guidance.

21 Q You can actually start with what's going to be labeled
22 as --

23 A You want to move down a bit, so we don't --

24 MR. LINDEMANN: Sure.

25 THE WITNESS: Or you want to move the microphone?

Page 17

1 MR. LINDEMANN: Okay.

2 BY MS. DRAPEAU:

3 Q We can start on Canterbury 00001, the very first page
4 of the document production.

5 A Okay. Yes, ma'am.

6 Q All right. And under "Duties of the Association" the
7 last duty says, "to provide access to the property
8 common and limited common elements."

9 So, did I read that correctly?

10 A Provide access to the property, parenthesis, common and
11 limited common elements. Okay.

12 Q All right. And so, would you agree that it's one of
13 the roles and responsibilities of the Homeowners'
14 Association is to provide access to common elements
15 or -- but I believe maybe it was common areas of the
16 property?

17 A I'm not clear on what that exactly means. I mean,
18 everybody lives there, and they can go where they
19 please.

20 Q Okay. So, you're not aware of what the common areas
21 are at Canterbury Park?

22 A Yes, I am aware of what the common -- common areas?
23 Yes. I am aware of what the common areas are.

24 Q And then, what are the common areas at Canterbury Park?

25 A Sidewalks. Paving. The pavement, the asphalt and

Page 18

1 concrete pavement. And then we've got an area off of
2 Fabersham Crescent that's a common area that you've got
3 trees planted there. It's a crescent-shaped area. And
4 then, as you enter the subdivision, from Lake Carolina
5 Drive on both sides, on the right and left side,
6 there's some common areas that have trees and woods and
7 that type of thing.

8 Q And Canterbury Park has control over those common
9 areas; is that correct?

10 A I'm not sure what you mean by "control."

11 Q Where they have control and ownership over the common
12 areas. The Homeowners' Association is responsible for
13 those common areas; is that correct?

14 A I really don't think so. I don't know.

15 Q Well, we just looked at the first page where it says
16 that they are supposed to provide access to the
17 property, both common and limited elements; right?

18 A Okay. So, it provides access to the property. I'm not
19 sure that that means that we have control of it. I --
20 I'm not an attorney, so I don't know how that reads.

21 Q All right. If we go to Canterbury 00013, you reviewed
22 all of these documents; correct?

23 A I looked through them. I did not review them. Review
24 has a different connotation. In my book that means I
25 read it word-for-word.

Page 19

1 Where is 00013? There's 00012 and -1. Oh, okay.

2 00013. Yes, ma'am.

3 Q All right. And so, if we go down to the bottom,
4 section 4.5.3 --

5 A Uh-huh.

6 Q -- okay? It says, "Unless expressly approved by the
7 Association and the declarant, all common areas within
8 the property shall be conveyed to the Association no
9 later than 90 days after the date of closing of the
10 sale of the last unit on the property. After approved
11 conveyance of a common area or designation of a common
12 area responsibility, the Association shall be fully --"
13 we flip the page, (-- responsible for its operation,
14 maintenance, and repair except as otherwise stated in
15 the document conveying or designating such property."

16 Did I read that correctly?

17 A Yes, ma'am.

18 Q Okay. And so, the Homeowners' Association at
19 Canterbury Park exercises ownership and control of the
20 operation and maintenance repair of common areas on the
21 property; is that correct?

22 A Let me reread that. I haven't seen the word control
23 here. You said control. I don't see that. It says,
24 "should be fully responsible for its operation," okay,
25 maintenance and repair except as otherwise stated in

Page 20

1 documents conveying or -- does it -- so I'd have to
2 look at any other documents to be able to see what
3 clauses are that are excluded or what -- any -- any
4 changes that -- it's just one paragraph.

5 Q Okay. And --

6 A It refers to others that I'm not -- may or may not be
7 aware of.

8 Q Sir, when you came to today's deposition as the
9 designee, you were responsible for being aware of all
10 the questions that we would ask, and those questions
11 related to maintenance, operation, control of common
12 areas. And what I understand right now is there is
13 more information that you need to look at to be able to
14 provide the answers to my questions; is that correct?

15 A I am not clear on what you said. You said I was -- if
16 you wouldn't mind restating the first part. That I was
17 supposed to do what?

18 Q I've written on this, but did you ever receive a copy
19 of our Second Amended Notice of your deposition?

20 A I'm not sure which one that is. Is that it? Okay.

21 Q And did you thoroughly review all of those topics that
22 were outlined in our deposition notice?

23 A I did not thoroughly review them. I looked at them. I
24 read them.

25 Q Okay. And did you review all of the documents

Page 21

1 necessary to be ready to answer questions for each of
2 those topics listed in this notice?

3 A I have no earthly idea what was going to be
4 specifically asked, so once I'm asked the question,
5 there's a lot of information here. I don't think -- I
6 don't think I could read through it all, so no. I -- I
7 don't know what to be prepared for. I didn't know what
8 specific questions you would ask. How could I be
9 prepared for that unless I had a list of questions here
10 you were specifically going to refer to, Counselor?

11 Q Sir, we provided a list of all the topics --

12 A Okay.

13 Q -- in which we were going to ask you questions about.

14 A They're very general.

15 Q And so, the first topic is about the -- not the first
16 topic. One of the topics is about common areas.

17 A Okay.

18 Q And I'm trying to ask you questions right now about
19 common areas, and it seems like you're not prepared to
20 be able to answer the questions on that.

21 Would you agree, based on going back to Section
22 4.5.3, that the Homeowners' Association is fully
23 responsible for the operation, maintenance, and repair
24 of the common areas of Canterbury Park?

25 A No, I don't agree.

Page 22

1 Q And why don't you agree with that?

2 A We don't have any maintenance responsibilities. We
3 don't own the sidewalks, nor do we own the streets. I
4 had a problem with the streets because we've got cracks
5 and problems. I called the homeowners' CAMS or
6 whatever it is, the Homeowners' Association, and I said
7 that is all the response -- I was told that I need to
8 call the county and report the problems with the cracks
9 in -- in the pavement outside my house.

10 Q Okay. So, if I understand you --

11 A They said -- my understanding was that was all owned or
12 deeded over or whatever, I'm not sure what the legal
13 term is. That was all given over to the county, or to
14 Richland County for their control.

15 Q And where were these cracks that you're talking about?

16 A They're all over every street. That's normal.

17 Q Okay. And did you notice these in just your capacity
18 of living in the neighborhood, or in your capacity as
19 being a board member of the Homeowners' Association?

20 A As -- as a homeowner.

21 Q And you called the Board about these cracks?

22 A I called the CAMS, whatever they are, to say there were
23 cracks, and they need to get filled before we have to
24 spend a lot more money in repairing the concrete. They
25 need to put rubberized asphalt in there, they need to

Page 23

1 clean out the cracks properly, because I was concerned
2 that that was going to cost us, as the homeowners in
3 Canterbury, money to repair. And at that time, I was
4 informed that I needed to call the county and report
5 the cracks to the county. So, I reported the cracks in
6 front of my house to the county.

7 Q Okay. So, these were cracks that were in front of your
8 house?

9 A Yeah. On the street, not directly, you know.

10 Q Would you consider those cracks to be in common areas?

11 A Yes.

12 Q You consider the streets and sidewalks in front of the
13 homes to be common areas?

14 A Yeah, they're in common because people drive on them.
15 Anybody can drive on them. They're not private --
16 they're not on my property.

17 Q Okay. And so, if the streets and sidewalks are a part
18 of -- it's your testimony today that the streets and
19 sidewalks at Canterbury Park are part of the common
20 areas of Canterbury Park; is that correct?

21 A Yes, ma'am.

22 Q All right. And I'm not reading Section 4.5.3
23 incorrectly, am I?

24 A I have no idea.

25 Q Well, you heard me read it. I didn't --

Page 24

1 A Well, yeah, you read it verbatim. Yes, ma'am. You
2 read that correctly.

3 Q Okay. I'm going to -- I mean, are you aware of where
4 Ms. Castillo fell on the property?

5 A Yes, I am.

6 Q Okay. So, if I show you -- we'll mark it as
7 plaintiff's Exhibit 3. This is just an aerial --

8 THE COURT REPORTER: What was 2?

9 MS. DRAPEAU: Two was the pictures I am going to
10 email you.

11 THE COURT REPORTER: Oh, that's right. I'm sorry.

12 MS. DRAPEAU: No, I'm sorry.

13 I'm sorry, Andrew. I should have sent you these. This
14 is an aerial view of the property. You can't see me.
15 I can walk it up to you. It's just an aerial view of
16 Canterbury Park.

17 MR. LINDEMANN: Okay. Thank you. Hey, if somebody
18 during the break can shoot me Canterbury's Discovery
19 responses.

20 MR. BALCERZAK: Okay.

21 MR. LINDEMANN: I never got them.

22 MR. BALCERZAK: I'll check on that.

23 MR. LINDEMANN: If that's something you can shoot
24 me, that would be -- that would be great. I just went
25 looking at old e-mails and didn't see it.

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1 BY MS. DRAPEAU:

2 Q Mr. Dhunjishah --

3 A Yes, ma'am.

4 Q Is that correct?

5 A Yes.

6 Q Close enough?

7 A Close enough for government.

8 Q Okay. All right.

9 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER 3, WAS MARKED
10 FOR IDENTIFICATION PURPOSES, GOOGLE MAPS AERIAL VIEW OF
11 CANTERBURY PARK.)

12 BY MS. DRAPEAU:

13 Q Plaintiff's Exhibit 3 is an aerial view of the entrance
14 into Canterbury Park. Does that look familiar to you?

15 A Yes, ma'am.

16 Q Okay. I think you testified earlier that, at the
17 entrance of Canterbury Park, there are sets of trees on
18 each side; is that correct?

19 A Yes, ma'am.

20 Q And do you see those trees in this photo?

21 A Yes, ma'am.

22 Q And are those areas with trees also common areas?

23 A Some are, yes.

24 Q Okay. And would you consider the sidewalks next to the
25 areas with the trees also considered common areas?

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1 A Yes, ma'am.

2 Q Okay. Does anybody with the Homeowners' Association,
3 or anybody employed by the Homeowners' Association, or
4 on the direction of the Homeowners' Association go and
5 inspect these sidewalks or these areas?

6 A No, ma'am.

7 Q Okay. Has the Homeowners' Association directed any
8 repairs to any of these sidewalks?

9 A No, ma'am.

10 Q Okay. Has the Homeowners' Association directed or
11 conducted, themselves, any maintenance to the trees in
12 those areas?

13 A Repeat that, please.

14 Q Has the Homeowners' Association directed any
15 maintenance for the trees in those areas?

16 A I'm not sure how to answer that from the standpoint --
17 I'm not sure that we direct. We -- there is people
18 that -- people are hired by, and we pay for part of
19 that, that maintain the trees and the shrubs. That's
20 -- what they call them? BW. Something Works. I'll
21 think of the name in a few minutes. But yeah, they
22 come in and trim trees as necessary and that's it.
23 They do that for the whole -- all the -- all of Lake
24 Carolina, and we pay our portion of that.

25 Q And does Lake Carolina pay a portion of that?

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1 A They charge us for it. I'm not sure what our
2 percentage is or whether -- I don't know.

3 Q Has Canterbury Park performed any repair work on
4 sidewalks?

5 A As I answered before, no, ma'am.

6 Q Have they hired anybody to perform any repair to the
7 sidewalks?

8 A No, ma'am.

9 Q What did you do to investigate whether Canterbury Park
10 had either themselves fixed sidewalks or hired other
11 people to fix sidewalks before coming to today's
12 deposition?

13 A Nothing.

14 Q You didn't investigate on your own?

15 A No, ma'am.

16 Q You didn't try to review any records?

17 A I have no idea where I'd find records.

18 Q Are you familiar with an area of the sidewalk called an
19 "apron" that was fixed through the direction of
20 Canterbury Park?

21 A An apron that was fixed? I'm not sure what your
22 definition of apron is.

23 Q Well, I mean --

24 A They're sidewalks. They're panels. Is that what
25 you're talking about?

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1 Q Yes, sir.

2 A They're called panels?

3 Q Well, the apron is kind of the entrance into the
4 sidewalk, as I understand it.

5 A Oh.

6 Q Are you familiar with Canterbury Park?

7 A Yeah. I mean, they been -- they actually don't go into
8 Canterbury Park. The aprons actually cross in the
9 street, and I'm not sure whether that's Lake Carolina
10 Boulevard or whatever. There's a walking path or a
11 jogging path along in here (motioning), and there are
12 two aprons that come in here, and they are made out of
13 Portland cement concrete, whereas the rest of the path
14 is made with, or is composed of asphalt/concrete. And
15 those were repaired or redone, like, within the last
16 couple of years, I guess, and they put in -- well, they
17 did that along that entire path, so.

18 Q Who made those repairs?

19 A I have no idea.

20 Q Okay.

21 A Contractor.

22 Q A contractor with Richland County?

23 A A contractor.

24 Q You're not sure?

25 A No, it's a contractor. It was in a per- -- it wasn't

Page 29

1 a -- it wasn't like a civilian, a non-contractor.

2 Q Okay. And do you know who retained that contractor to
3 make those repairs?

4 A No, ma'am.

5 Q Well, do you know if it was Canterbury Park that
6 retained them to make those repairs?

7 A To the best of my knowledge, it was not.

8 Q Okay. Do you believe that it was Lake Carolina who
9 retained the contractor to make those repairs?

10 A I don't know anymore.

11 Q Does Canterbury Park, the Homeowners' Association, have
12 any policies or procedures for maintaining the common
13 areas on their property?

14 A No, ma'am, we don't.

15 Q Okay. Does Canterbury Park, as the Homeowners'
16 Association, have any kind of inspection protocol to
17 inspect the common areas of the property?

18 A No, ma'am.

19 Q Did you review to see if there were any records of any
20 complaints of dangerous sidewalks in Canterbury Park
21 before you came to today's deposition?

22 A No, ma'am.

23 Q Did you look for any repair records on sidewalks at
24 Canterbury Park before you came to today's deposition?

25 A I wouldn't have an idea of where to find any, so I

Page 30

1 didn't.

2 Q I've got a picture we'll mark as Exhibit 4. I'm going
3 to have to show this to you on my computer, however,
4 because when you see it, you're going to agree,
5 probably, that it's difficult to read the words.

6 A Okay.

7 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER 4 WAS MARKED FOR
8 IDENTIFICATION PURPOSES, PLAT OF CANTERBURY PARK
9 SUBDIVISION.)

10 BY MS. DRAPEAU:

11 Q This is a plat from the Richland County Registrar of
12 Deeds of Canterbury Park subdivision. Have you ever
13 seen a document like this before?

14 A No, ma'am.

15 Q Here, so we can look at it better together --

16 A Sure.

17 Q -- on the computer, I'm going to zoom in for you and
18 scroll down. Down here at the bottom it says, "Owner
19 Lake Carolina Development." Is that correct?

20 A Where?

21 Q Right here. I'm sorry.

22 A Oh, okay. I thought you were point -- yes, it says,
23 "Owner Lake Carolina Development, Incorporated."

24 Q Okay. And it -- on the side it has Canterbury Park
25 phases one and five; is that correct?

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1 A That's what it says.

2 Q Okay. And this is a map of the entrance that we just
3 looked at; the aerial view of Sherburn Lane. It's also
4 got Chelnsford Way, Dickens Crest. Is this the plat of
5 the property at Canterbury Park?

6 A Yes, ma'am. According to the surveyor's notes here,
7 yes.

8 Q Okay. And that entrance that we looked at on Exhibit
9 3, the aerial view --

10 A That was right here?

11 Q Yes, sir.

12 A Uh-huh.

13 Q Would agree that that entrance starts on Sherburn Lane?
14 Would you agree with that?

15 A Yes, ma'am.

16 Q Okay. And on this plat I'll circle for you, there's
17 two sides areas as soon as you enter; correct?

18 A Yes, ma'am.

19 Q And those are the areas where the trees are; correct?

20 A Yes, ma'am.

21 Q And there are sidewalks that line those areas?

22 A There's sidewalk only on the north side.

23 Q The north side? Okay. And those areas are marked
24 according to the plat as common area maintained by
25 Canterbury Park; is that correct? Do you see that

Page 32

1 right there?

2 A Yes, ma'am, it does. That's what it says.

3 Q Okay.

4 A Points to the trees.

5 Q And we'll send this as also an Exhibit to be added,
6 just so everyone maybe can have access to the ability
7 to zoom in.

8 THE COURT REPORTER: So, housekeeping. Do you want
9 that to be Number 4, and we don't use that one?

10 MS. DRAPEAU: We can do this as Number 4.

11 THE COURT REPORTER: Okay.

12 MS. DRAPEAU: Just let me hold onto that.

13 THE COURT REPORTER: Okay.

14 MS. DRAPEAU: I need to see it.

15 THE COURT REPORTER: I'm going to -- just for
16 clarity, I'm going to take this and scratch it out.

17 THE WITNESS: Yes, ma'am. Oh, that's -- all right.

18 BY MS. DRAPEAU:

19 Q So, would you agree that the area where Ms. Castillo
20 tripped and fell was a common area at Canterbury Park?

21 A And where would that be on the -- on the plat?

22 Q She fell right at the front of the neighborhood, right
23 next -- along those tree lines. On the right side, the
24 north side, as you described it.

25 A Okay. I wasn't there to see where she fell, so I don't

Page 33

1 know. I wasn't there to witness her falling, so how
2 would I know that's where she fell?

3 Q Did you review any documents about where she fell?

4 A No. I mean, other than what was in that deposition.
5 The guy took the pictures you showed me of the -- of
6 the change in elevation or -- and the sidewalk.

7 Q Do you have any reason to believe that Ms. Castillo
8 isn't telling the truth about where she fell?

9 A I have no earthly idea.

10 Q Okay. And so, if taking true what Richland County has
11 looked at and where Ms. Castillo has said she fell is
12 at -- in front of the tree lot, on the north side of
13 Sherburn Lane, would you agree that that's a common
14 area maintained by Canterbury Park pursuant to this
15 plat that I just showed you?

16 A It is a common area, yes. I don't know it's maintained
17 by -- who is maintaining it.

18 Q Okay. But you agree that right here on this plat it
19 says maintained by Lake Carolina Master Association;
20 correct?

21 A That's what it says. When was this -- this was
22 dated -- this was dated 6/17/02, which is 24 years ago,
23 is that not correct? I'm not sure if that's changed or
24 not since then.

25 Q That's the most up-to-date plat in the Richland County

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1 Registrar of Deeds. Do you have any other plat that
2 you could bring with you that --

3 A No. I'm just saying, that's done in 20- -- 2002, so
4 that's approx- -- well, that's 6/17, so that's not
5 quite 24 years. Almost 24 years ago.

6 Q Besides the cracks in the roads and the sidewalks that
7 you talked about earlier, had you made any other
8 complaints to the Board about dangerous sidewalks or
9 areas at Canterbury Park?

10 A No.

11 Q No? And you testified earlier that there were a lot of
12 cracks. Were there -- are there a lot of cracks on the
13 sidewalks at Canterbury Park?

14 A I don't know. I don't walk on sidewalks. I roam in
15 the street.

16 Q Okay. So, your cracks were in the street? That's what
17 you are concerned with?

18 A Yes. They're normal there. Yeah. Pavement is
19 designed for 20 years of service, and we are reaching
20 beyond that. Time to do maintenance by the county.

21 Q Do you have any idea how long sidewalks are designed to
22 be durable, or the word you used just now in comparison
23 to streets?

24 A Longer from the standpoint that it's Portland cement
25 concrete and asphalt. The asphalt is -- deteriorates,

Page 35

1 rather, suffers UV degradation as well as more
2 cracking.

3 Q How do tree roots affect cracking in sidewalks?

4 A They push them up. They push them up on one side.

5 Q And that elevation on one side, I mean, in your
6 experience as an engineer, do you agree that that can
7 constitute a trip hazard, depending on how high that
8 elevation gets?

9 MR. BALCERZAK: Object to the form.

10 THE WITNESS: Yeah, it could. It certainly could
11 be a trip hazard, yes.

12 BY MS. DRAPEAU:

13 Q Did you know who planted all of those trees and that
14 common area on the north side?

15 A They were there when I -- when we moved there.

16 Q Did you do any research or investigation before coming
17 here today to figure out who planted those trees?

18 A No.

19 MS. DRAPEAU: Y'all, if I could just take a break
20 real quick.

21 MR. LINDEMANN: Yeah, no problem.

22 THE WITNESS: Sure.

23 MS. DRAPEAU: And then we'll come right back to it.

24 (OFF THE RECORD)

25 BY MS. DRAPEAU:

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1 Q Mr. Dhunjishah, I'm going to take your attention back
2 to Exhibit 1.

3 A Oh, there it is. I didn't want to spill the water.
4 I'm good at doing that.

5 Q Okay. And on this picture right here, Exhibit 1 --

6 A Uh-huh.

7 Q -- you see the sidewalk; correct?

8 A Yes, ma'am.

9 Q And then on one side of sidewalk are trees; right?

10 A Yes, ma'am.

11 Q And then, on the other side of the sidewalk is a grass
12 area; correct?

13 A Yes, ma'am.

14 Q Who maintains that grass area right there?

15 A Whoever the, what do they call them, something Works.
16 They are the ones that are hired by Lake Carolina.
17 They do all of the -- they do the entire subdivision
18 and clean the trees.

19 Q Okay. And how often do they come to maintain those
20 areas?

21 A It varies depending on the season. They don't
22 maintain -- I know what you -- yeah. It depends. You
23 know, in the fall they make it more frequently because
24 there are more leaves that drop.

25 Q In the spring, do you have any idea how often they

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1 would come in 20- -- March 2024?

2 A No, ma'am.

3 Q But they certainly would come several times a year; is
4 that correct?

5 A Yes, ma'am.

6 Q Okay. And do you have any knowledge, did you prepare
7 today on their roles and responsibilities for
8 maintaining those areas on behalf of Canterbury Park?

9 A No, ma'am.

10 Q Okay. So, you're not familiar with any of their roles
11 or responsibilities?

12 A. That is correct.

13 Q Okay.

14 MS. DRAPEAU: I'm not sure if I have anymore
15 questions for you today. I would like to let Mr.
16 Lindemann, of course, ask questions, and your own
17 attorney.

18 Andrew, I'm going to have to hold this deposition
19 open, because there's a lot of areas it seems like he
20 wasn't quite prepared for to be able to answer
21 questions on.

22 MR. BALCERZAK: Okay.

23 MS. DRAPEAU: And then we can regroup and talk
24 about either preparing him or getting someone else to
25 come in.

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1 MR. BALCERZAK: Okay.

2 MS. DRAPEAU: But I think for right now that's all
3 the questions I've got.

4 EXAMINATION

5 BY MR. LINDEMANN:

6 Q All right. Real quick. I hope you don't mind me
7 calling you Mike.

8 A It's a whole lot easier, sir. Go for it.

9 Q Mike, I hope you don't mind me calling you that.

10 A Absolutely not.

11 Q Just a couple of follow-ups real quickly. And you may
12 have just said it and I missed it. What is the name of
13 the landscaping company or contractor that is used
14 either by Canterbury Park or Lake Carolina to do the
15 landscaping work in Canterbury Park's subdivision?

16 A They've been doing it ever since we've moved there.
17 It's something Works. I keep -- I think the first word
18 is P, starts with a P. Something Works. I'll think
19 of -- as soon as I leave the deposition I will remember
20 the name of the company.

21 Q Is there a written contract with that company?

22 A Pardon me?

23 Q Is there a written contract with that company?

24 A I have no earthly idea. I'm not --

25 Q Okay.

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1 A I mean, I don't know why anybody would work without a
2 written contract, but I don't know. I haven't seen it.
3 I'm not -- I don't know what it would be.

4 Q Is Canterbury Park at Lake Carolina Association, Inc.,
5 did they play any role in retaining that contract with
6 that landscaper?

7 A I assume, and this is an assumption on my part, is that
8 CAMS, who runs Lake Carolina, has a contract with these
9 people, and we pay, we, Canterbury Park, pays for them
10 to come in there and trim the trees or clean the bushes
11 or whatever in the common areas. And they only do the
12 stuff that's -- and the trees, you know, where they've
13 got the bushes and all that type of thing; trim the
14 bushes, clear, you know, that type of thing. But we
15 pay -- we pay CAM- -- we pay CAMS --

16 Q Is there --

17 A -- CAMS --

18 Q (Cross-talk.)

19 A -- charges us for that. CAMS charges us for that.

20 Q And what does CAMS stand for?

21 A Carolina something Managements whatever. They are the
22 managers or whatever of the subdivision -- of Carolina,
23 Lake Carolina.

24 Q Does a representative of CAMS attend your annual
25 homeowners' meetings?

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1 A Yes. He's our representative. We pay for him, but he
2 or she, that individual works for CAMS, and we pay for
3 their services.

4 Q All right. Who is that representative?

5 A I don't know, because it was Robert Williams, but he
6 has since, apparently, left in the last month or two.

7 Q All right. Who was the representative back in March
8 2024?

9 A Probably Robert Williams. But -- yeah. 2024. I don't
10 know when he came on board. They've changed. I'd have
11 to go back and look through and find out who that was.

12 Q Did you have any communications with Robert Williams in
13 preparation for this deposition?

14 A No, sir.

15 Q And did you have any conversations with the current
16 representative in preparation for this deposition
17 today?

18 A No, sir.

19 Q Are you aware of there being a set schedule for the
20 landscaper who takes care of the common areas at
21 Canterbury Park?

22 A I'm not aware of what it might be.

23 Q Okay. Does Canterbury Park have a copy of the contract
24 with that particular entity?

25 A I've not seen one.

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1 Q Okay. And have you requested one in preparation for
2 this deposition?

3 A No, sir.

4 Q And tell me what your role is with the Homeowners'
5 Association.

6 A Essentially, we -- you know, there are complaints
7 within the subdivision or something, they'll talk to
8 us. We set up a meeting, we review the budget and that
9 type of thing, and if there are any issues --

10 Q And do you have a specific title?

11 A No, sir. I'm a board member.

12 Q Okay. And the Board is elected by the Homeowners'
13 Association?

14 A Yes, sir.

15 Q And how long have you served as a board member?

16 A I don't know. Four or five years.

17 Q Okay. Have you had any communications with Richland
18 County, or anybody employed by Richland County,
19 specifically regarding this litigation?

20 A No, sir.

21 Q Have you had any communications with Richland County,
22 or anybody employed by Richland County, specifically
23 with respect to the area of the sidewalk where Ms.
24 Castillo had her accident?

25 A No, sir.

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1 Q Are you aware of any board member who's had such
2 communications with Richland County?

3 A No, sir.

4 Q Are you aware of any communications between CAMS, your
5 CAMS representative and Richland County regarding this
6 litigation?

7 A No, I'm not aware of any.

8 Q Okay. Lastly, are you aware of any communications by
9 your CAMS representative with Richland County regarding
10 the area of the sidewalk where Ms. Castillo fell?

11 A No, sir. I'm not aware of any.

12 MR. LINDEMANN: I don't have any further questions.
13 I thank you very much.

14 EXAMINATION

15 BY MR. BALCERZAK:

16 Q All right. Mike, just to -- a few things I want to
17 clear up.

18 A Yes, sir.

19 Q First thing. You were talking a little bit about the
20 contract that Canterbury Park has or may have. In this
21 binder here I think there may be some documents that
22 reference some of those agreements. In looking through
23 the documents that have been produced by Canterbury
24 Park, do you see any maintenance agreements or anything
25 like that?

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1 A Oh, Turf Works, yeah. Yes. It says -- there is a
2 maintenance agreement. I do see one. Maintenance
3 agreement is made and entered in on March 1st, 2024 by
4 and between Lake Carolina Masters Association. Okay.
5 That's what CAMS is. Herein as owner for Turf Works.
6 Turf Works are the people that do it. I was -- Turf
7 Works is, you know, the people that maintain the thing.

8 Q And so, remind us who Turf Works is.

9 A Turf Works are the folks that do the grass. They cut
10 the grass and -- oh, I forgot. They do cut the grass
11 as well. Cut the grass and, you know, clean up the
12 bushes, and the trees, and cut branches as necessary.

13 Q In looking through the maintenance agreement, are you
14 aware of any -- anything within that agreement, or any
15 other agreement that discusses maintenance to any
16 sidewalks by Turf Works?

17 A Not that I'm aware of or I -- I didn't find it in
18 here. There's a lot of stuff in here, but I don't see
19 any.

20 Q As far as what duties and responsibilities that Turf
21 Works has in relation to maintaining the property, is
22 it Canterbury Park's position that that would all be
23 contained in the documents and agreements that have
24 been produced by Canterbury Park?

25 MR. LINDEMANN: Object to the form.

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1 THE WITNESS: Repeat that again, please.

2 BY MR. BALCERZAK:

3 Q As far as the responsibilities -- responsibilities and
4 conditions that Turf Works has in maintaining
5 Canterbury Park, would those all be found in the
6 agreements that have been produced?

7 A In the agreements between Turf Works and the Lake
8 Carolina Masters Association.

9 Q Right. My question is: As far as any responsibilities
10 or anything like that, would that all just be contained
11 within those agreements?

12 A Yes. That would be my opinion.

13 Q And so, as you're -- as a representative for Canterbury
14 Park, that's where we would find any of that
15 information?

16 A Yes, ma'am. Yes, sir. I'm used to talking to...

17 Q You talked a bit earlier that you personally did not
18 search for certain documents in preparation for today's
19 deposition; is that correct?

20 A That is correct.

21 Q Does that mean that the documents weren't looked for by
22 anybody?

23 A I don't understand the question.

24 Q Do you believe that other people looked for the
25 documents or that they -- other than yourself?

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1 A I would assume that other people. It could be a whole
2 lot of other people have looked for that, yeah. I
3 mean, the attorneys, the -- whoever else could have
4 looked for them, yeah. That was their job. That's
5 what they get paid to do for a living.

6 Q In looking through the different documents that have
7 been produced so far by Canterbury Park, do you see any
8 records or anything related to maintenance requests for
9 the sidewalks and Canterbury Park?

10 A No, sir.

11 Q Are you aware of any documents like that that exist?

12 A No, sir.

13 Q To the best of your knowledge, as the representative of
14 Canterbury Park, has any maintenance ever been done to
15 any of the sidewalks in Canterbury Park by Canterbury
16 Park?

17 A No, sir.

18 Q And why is that?

19 A That's not our responsibility.

20 Q When you say that's not your responsibility? What do
21 you mean?

22 A We pay -- we pay a fee or a -- to CAMS for them to
23 maintain the trees and that. And the rest of it is, to
24 the best of my knowledge, owned or, I was told, was
25 owned by Richland County.

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1 Q Okay. As far as Canterbury Park's position, the -- who
2 owns the sidewalk that's at issue in this lawsuit?

3 A To the best of my --

4 MR. LINDEMANN: Object to the form.

5 THE WITNESS: Pardon me? To the best of my
6 knowledge, that's Richland, Richland County.

7 BY MR. BALCERZAK:

8 Q And has anyone other than Richland County ever made any
9 repairs to the sidewalks in Canterbury Park?

10 A I don't know that it was -- I was told that Richland
11 County made the repairs. I don't know that for a fact.
12 And no, Canterbury Park has not done any, to the best
13 of my knowledge, any repairs.

14 Q And you're not aware -- strike that.

15 Canterbury Park is not aware of -- aside from Ms.
16 Castillo's fall that's at issue in this lawsuit, is
17 Canterbury Park aware of any other falls that have
18 occurred on the sidewalks and Canterbury Park?

19 A I'm not aware of any. We're not aware of any.

20 Q Going back to that, I think it's Canterbury 13, you
21 were asked some questions earlier about that Section
22 4.3 -- 4.5.3 completion of conveyance of common areas.
23 Based on the language that's contained in there, do you
24 believe that Canterbury Park has any responsibility to
25 maintain areas that Canterbury Park does not own?

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1 MS. DRAPEAU: Object to the form.

2 LINDEMANN: Object to the form.

3 THE WITNESS: I -- Canterbury, to the best of my
4 knowledge, and my -- Canterbury has no responsibility
5 for anything out there.

6 BY MR. BALCERZAK:

7 Q You were asked some questions earlier about some other
8 documents that you might need in order to review 4.5.3.
9 What do you mean that you might need additional
10 documents?

11 A Shall be fully responsible for its operation,
12 maintenance, and repair, except as otherwise stated in
13 document conveying a design. It says, "Unless
14 expressly approved by the Association," da da da, "all
15 common areas within the property shall be conveyed to
16 the Association no later than 90 days after the date of
17 closing the sale of the last unit in the property,
18 after approved conveyance, after last (reading to
19 himself).

20 So then -- then my understanding is that the
21 common areas were -- the common areas where the
22 hardscape, which is the sidewalks and the paving or the
23 roadways, were taken over -- the responsibility was
24 taken over by Richland County, not by us. So, when we
25 talk about common areas here, and I -- I'm not an

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1 attorney, but to me, a common area -- yeah, a common
2 area is the whole area, but we only maintain the trees.
3 The trees and, you know, the wooded areas, so to speak.
4 And the other reason I say that is because I don't know
5 when that was specifically turned over to Richland
6 County.

7 MR. BALCERZAK: I don't think I have any other
8 questions. Some of these other attorneys might have
9 some.

10 THE WITNESS: Uh-huh.

11 FURTHER EXAMINATION

12 BY MS. DRAPEAU:

13 Q Mr. Mike, would you look at the plat, Plaintiff's
14 Exhibit 4. I just want to make sure it's the right
15 number.

16 A Sure.

17 Q And that is a document that conveys the property and
18 designates areas of the property as common areas;
19 correct?

20 A I'm not sure that -- I don't understand that it
21 conveys. Does it convey to whom? I'm not clear on
22 my -- on the verbiage that's being used. Conveys it.
23 It's a plat off -- it's a plat off Canterbury Park, the
24 subdivision, and it's dated 6/17/02. I can't read most
25 of the stuff there. It just shows -- just basically

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1 shows the lots and the streets.

2 Q Yeah. And on that document that we looked at together,
3 it does --

4 A Yeah, it does -- yeah, the one you showed me had the
5 arrows pointing to the woods.

6 Q And so, it designates the common areas on there;
7 correct?

8 A It designates the woods as common areas.

9 Q Okay. And where do you see on there, on this document
10 -- feel free to scroll around to look.

11 A Yeah, may I? May I please?

12 Q Take your time.

13 A Sure. All right. So, oh, here we are. Okay. That's
14 wetlands. How do I move this thing here?

15 Q If you pinch --

16 A Oh, okay. Oh, okay. My computer works differently.

17 I'm computer illiterate anyway. How do expand -- how

18 do we expand this? Okay. And you need to move it over
19 to there, please. Okay. So, that's the entrance. All

20 it shows here is that these -- I mean, the arrows do
21 not point to the sidewalk as being part of the common
22 areas maintained by Canterbury Park.

23 Q Is there anything on that document that specifically
24 excludes the sidewalks as being part of the common
25 area?

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1 A No, but neither does it -- neither does it show that
2 the houses are excluded, does it?

3 Q Well, I believe, actually, the houses have numbers next
4 to them. They don't have common area.

5 A Oh, okay, yeah. Lot 129 or whatever, 70 square feet.

6 Q Did you bring with you today any other document that
7 demonstrates the sidewalks are not part of the common
8 areas at Canterbury Park?

9 A No, ma'am.

10 Q You testified earlier that you'll get complaints from
11 homeowners as board members; is that correct? Did I
12 hear that correctly?

13 A Complain -- I guess we would get complaints if somebody
14 was unhappy with the signs not being painted or
15 something.

16 Q Sure. Yeah. And so, I was going to ask, what is your
17 review process for complaints at Canterbury Park?

18 A We -- well, we haven't had that many complaints. It's
19 just very common at the meetings or something we'll
20 have a comment, and the three board members will talk
21 about it, and then we'll discuss it with our
22 representative, who we don't have an official one right
23 now -- or Williams has quit, so I -- I can't remember
24 the name of the person that's temporarily taken over.
25 I think that's changed again because they had some --

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1 the lady was doing two jobs, basically. So, we discuss
2 it with them, and then we decide and make a decision.
3 Q So, complaints can come in at the annual meetings?
4 A Yeah, we get it when people are just sitting there, and
5 then start -- it gives them time to express their --
6 Q Are there other ways to sending complaints?
7 A No. Unless -- no. I mean, they can con- -- they've
8 got our e-mails, I guess they could contact us.
9 Q And is that --
10 A We can be contacted by e-mail, yeah. That goes out.
11 My e-mail. I guess everybody in the subdivision has my
12 e-mail, and Cyndi's e-mail, and Curt's e-mail.
13 Q Is that your personal e-mail?
14 A Yeah. It's the only one I've got.
15 Q Okay. And who are the other two board members? What
16 are their names?
17 A Cyndi. Cyndi Jones. C -- C-Y-N-D-I, I think. Cyndi
18 Jones. And Curt Collins. C-O-L-L-I-N-S.
19 Q And what's the first name?
20 A Curt. C-U-R-T. Sorry.
21 Q It's okay. Okay. So, if homeowners had a complaint,
22 they could e-mail either yourself, Ms. Jones, or Mr.
23 Collins at your personal e-mail address?
24 A Yes.
25 Q Do they have your telephone number where they can call

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1 you?

2 A I've had calls from one of the neighbors, but I'm not
3 sure they -- I don't know if they have that or not.

4 Q And do you guys have, like, a database that you log
5 complaints in?

6 A No, ma'am.

7 Q Any kind of notebook where you print out the e-mail, or
8 you write in their complaint?

9 A No, ma'am.

10 Q Do you guys take minutes of the Board meetings?

11 A We haven't had a formal board meeting, per se. We just
12 meet whenever there's -- have to approve the budget or
13 anything.

14 Q Do y'all take any kind of minutes when the three of you
15 guys meet together to discuss a complaint, or budget,
16 or anything?

17 A No.

18 Q Any kind of database where you keep your budgets?

19 A Yeah, CAMS does that.

20 Q CAMS does that?

21 A I know a representative of CAMS does that. He sends
22 that out, and we can access it. There's a website or
23 whatever you call it where I can access, you know, what
24 the -- what the budget is, or what our expenditures
25 are.

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1 Q I want to make sure I understand this correctly. If a
2 complaint comes through that y'all need to follow
3 through on fixing, would you send that to CAMS?

4 A I was -- I would copy -- yeah. I would send that to
5 CAMS and the other two. If I got something, I'd send
6 that to the other two board members and to our
7 representative at CAMS. So they're all -- you know,
8 they all get the same e-mail.

9 Q And when you had complaints about the street, did you
10 send that to CAMS?

11 A I called CAMS.

12 Q And that's when CAMS told you to call Richland County?

13 A Yes, ma'am.

14 Q Okay.

15 A And that was a couple -- that was -- been at least a
16 couple of years ago, because it's been a while. So
17 that's when I realized that, hey, they do now. I
18 didn't know when that transition took place.

19 Q And you, yourself, have never had any complaints about
20 the sidewalks at Canterbury Park sent to your personal
21 e-mail; is that correct?

22 A That is correct.

23 Q And you haven't had any phone calls from any neighbors
24 about the sidewalks at Canterbury Park; is that
25 correct?

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1 A That is correct.

2 Q And did you talk with Ms. Jones before coming to
3 today's deposition?

4 A No, ma'am.

5 Q All right. Did you talk to Mr. Collins before coming
6 to today's deposition?

7 A No, ma'am.

8 Q So, you're not aware if they've ever received any
9 complaints about sidewalks at Canterbury Park?

10 A I'm not aware of any.

11 Q Do you know how long Ms. Jones has been a member of the
12 Board?

13 A About the same amount of time I've been. Nobody wants
14 to do the Board. Never mind.

15 Q What about Mr. Collins, any idea how long he's been on
16 it?

17 A Curt and I -- we all got -- no. He got on after
18 somebody left, so maybe three years or four years.
19 Something like that.

20 Q Is there, like, a database or anything that holds the
21 names of all prior board members?

22 A I honestly don't have a clue.

23 MS. DRAPEAU: All right. That's all the questions
24 I've got.

25 MR. LINDEMANN: A couple of follow-ups real quick.

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1 FURTHER EXAMINATION

2 BY MR. LINDEMANN:

3 Q As part of the maintenance work that the landscaping
4 company does for Canterbury Park at Lake Carolina
5 Association, does that include removing leaves and
6 twigs and things like that, that fall onto the
7 sidewalk?

8 A They clean stuff up on the -- yeah, on the -- at the
9 entrance areas. Yeah. They usually have a guy out --
10 they -- yeah, they got the guy with the machine on his
11 back, and he's got the blower, and they -- they clean
12 the area up, and they police up the area as well. They
13 police up the common areas. They, you know, pick up --
14 you know, kids throw all sorts of --

15 Q So, part of their duties are to use a blower to clean
16 off the sidewalks?

17 A Yes, sir.

18 Q Okay.

19 A And the street.

20 Q One last question. Who is the custodian of the records
21 for Canterbury Park itself at Lake Carolina
22 Association, Inc.?

23 A It's part of CAMS, C-A-M-S. The Lake Carolina
24 Association. Whoever the management company,
25 essentially.

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1 Q So, one of the Board members is not designated as a
2 secretary, or treasurer, or anything along those lines?

3 A No, sir.

4 MR. LINDEMANN: All right. I don't have any further
5 questions. Thank you.

6 MR. BALCERZAK: Can we look back at the -- this
7 thing again (indicating)? I just want to see something
8 really quick.

9 FURTHER EXAMINATION

10 BY MR. BALCERZAK:

11 Q Okay. Earlier we were looking at this document, and
12 you were asked some questions about this common area
13 here. It's kind of on this left side of the screen
14 that we are looking at. Aside from just some areas
15 that are pointing to the common area, is there anything
16 else within that part of the screen, aside from just
17 some conversation -- or aside from -- strike that. Let
18 me ask this a different way

19 In looking at this plat that you've been shown a
20 couple of times, aside from just some arrows pointing
21 to the common area, are there any other things that are
22 notated on the plat?

23 A Yes, sir. There are -- there's an arrow on the upper
24 northeast side of the document on the -- northeast of
25 the Lake Carolina that says, "Formally common areas to

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1 be deeded to Richland County for roadway." I can't
2 read the rest of it. Something is blanked out there.
3 So, the roadway is to be deeded, according to the plat
4 I'm looking at, which is not the same one as this
5 (indicating), because it doesn't have that. At least I
6 don't see it.

7 No, maybe I'm looking in the wrong place. Let me
8 -- let me reorient myself. Yeah, if we are looking at
9 the entrance down there, this note is not -- this note
10 that's up on the -- that note is not on this plat. Or
11 maybe it is and I can't see it. You see that one?
12 Formally common areas --

13 MS. DRAPEAU: I would --

14 THE WITNESS: -- to be deeded to Richland County
15 for roadway. And I can't -- I had oriented it
16 correctly, ma'am.

17 MS. DRAPEAU: I'm sorry. Yeah, it looks like
18 it's -- I'm not going to --- that's probably it right
19 there (indicating).

20 THE WITNESS: Oh, okay. All right. Yeah.
21 It's -- yeah. Very difficult. Yeah.

22 MS. DRAPEAU: It's very difficult.

23 THE WITNESS: Yeah. Yes, ma'am. Yeah. You're
24 right. I'm going blind.

25 BY MR. BALCERZAK:

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1 Q Okay.

2 A So, it says, "Formally common areas to be deeded to
3 Richland County for roadway," I guess, for roadway. I
4 don't know. It's not finished. And let's see what --
5 let's go up and see what all those notes say, if
6 anything, if there's anything pertinent there. Okay.

7 All streets shall be dedicated public right-of-
8 way. All streets shall be classified as local
9 residential proposed land use as planned. And what's
10 Item 1? Existing underlying use is undeveloped.
11 All streets shall be dedicated public rights-of-way.
12 So -- streets -- right there. That's a street, no? I
13 don't know. To me, that's a street. These little
14 notes there (indicating).

15 BY MR. BALCERZAK:

16 Q In addition to seeing the streets notated, do you see
17 anything else in the plat that's talking about other --
18 other types of property, other -- strike that.

19 Aside from the discussion about the streets that
20 will be deeded to Richland County, are there any other
21 groups or organizations identified that have other
22 types of rights?

23 A I'm not clear on what you mean by that, Drew.

24 Q In looking at the document, do you see any other types
25 of easements or rights-of-way?

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1 A Yeah. You've got the easements for the piping,
2 whatever. You've got a water -- there's an -- City of
3 Columbia water easements. And there's piping for -- I
4 read it before, but you can see that. It shows --
5 they show that clearly on the plat. And then, of
6 course, the common areas that they referred to, and --
7 which are the wooded areas. What's saying are the
8 wooded areas.

9 MR. BALCERZAK: All right. I don't think that I
10 have any other questions.

11 MS. DRAPEAU: I've got a few follow-up.

12 THE WITNESS: Yes, ma'am.

13 FURTHER EXAMINATION

14 BY MS. DRAPEAU:

15 Q If homeowners have issues on their own property, are
16 they responsible for fixing those issues?

17 A Yes, ma'am.

18 Q Okay. And so, the common areas that Canterbury Park is
19 responsible for, you would agree that Canterbury Park
20 is responsible for securing somebody like the
21 maintenance crew to come out and keep it clean, and
22 cut, and looking nice, and safe; is that correct?

23 MR. BALCERZAK: Object to the form.

24 THE WITNESS: I don't know. I don't know about

25 safe. I'm not sure they're -- that's a completely open

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1 statement. But yeah, they are responsible for coming
2 in there and cutting the grass and, you know, in the
3 common areas they cut the grass and, you know, clean
4 off the brush and that type of thing. And in the fall
5 they, you know, pick up the leaves in the common areas,
6 not outside the homes. That's our responsibility.

7 Q Is there anything that prevents Canterbury Park from
8 reporting any safety concerns on streets or sidewalks
9 to Richland County?

10 A Is it -- please repeat.

11 Q Is there anything that prevents Canterbury Park, as the
12 Homeowners' Association, from reporting safety concerns
13 on sidewalks or streets to Richland County?

14 A I'm not sure if they have a legal obligation or don't.

15 Q And I'm not asking if they have a legal obligation, I'm
16 asking if there's anything that prevents them from
17 making those reports.

18 A I guess not.

19 Q Okay. And you did just testify that you're not sure if
20 they have a legal obligation; is that correct?

21 A Yeah, I'm not -- not an attorney.

22 Q Okay. When you yourself made reports to Richland
23 County about the streets, did you make them in the
24 capacity as a homeowner or as a member of the Board?

25 A As a homeowner.

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1 MS. DRAPEAU: Just thinking. I want to make sure I
2 have nothing else.

3 BY MS. DRAPEAU:

4 Q Is part of maintaining, and repairing, and being
5 responsible for the operation of the common areas, is
6 part of that ensuring that it's safe for homeowners,
7 for the general public?

8 A I don't think we can ensure anything. I assume you're
9 spelling that with an E-N-S-U-R-E. That's not our
10 obligation to ensure that.

11 Q So, it's your testimony that, as the Homeowners'
12 Association, when y'all are responsible for, pursuant
13 to your own bylaws, the operation, maintenance, and
14 repair of common areas, that that's not also a
15 responsibility to try to help keep those areas
16 reasonably safe for its users?

17 A The common areas that we are responsible for, that
18 would be the trees, or the shrubbery area, or the bush
19 area. These other areas, according to the plat and
20 according to right here, are the responsibility of
21 Richland County, based on my interpretation.

22 Q Okay. And so, you would agree that areas in which the
23 Homeowners' Association is responsible for the common
24 areas, as designated, part of the responsibility is to
25 try to keep those areas reasonably safe for its users?

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1 A Safe is a -- safe is a big -- safe is a very, very
2 general term, Counselor, and as such, you know, what,
3 we have somebody drop something in the street and
4 somebody trips over that, let's say, you know, if you
5 don't see it, you -- we don't have a responsibility to
6 go out there and look at things and say, oh, yeah, this
7 is unsafe. No, that's not our responsibility.

8 Q Well, you do have a responsibility for the operation,
9 maintenance, and repair of common areas; correct?

10 A No, we don't. Of the common areas, we don't. No. I
11 know what it says here, but that's -- plan and -- let's
12 see. What does it say? Otherwise stated in documents
13 or designated -- Association -- for its operation,
14 maintenance, and repair, except as otherwise stated in
15 the document conveying or designating.

16 So, the property -- so the common areas, we are
17 defining as, to the best of my understanding and
18 knowledge, the common areas that we are talking about
19 are the quote, unquote, the wooded areas and the grass
20 strip that we maintain. The rest is owned or -- owned
21 or maintained by Richland County.

22 Q Yes, sir. And I understand your opinion about the
23 ownership and maintenance of certain areas. I'm asking
24 you about the areas that you agree that are common
25 areas, part of the operation, maintenance, repair, is

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1 to help keep those areas reasonably safe for its users.
2 So, if the Homeowners' Association was aware of a
3 hazard or should have been aware of a hazard, would
4 they not be the Association that is responsible for
5 getting that area fixed?

6 A Or we subcontract -- or we subcontract or contract that
7 out to Turf Works, because those are the common areas.
8 We don't wander in there.

9 Q Okay. And so then, is it your testimony that Turf
10 Works should inform you guys of any kind of hazards
11 they may see in those areas that need to be repaired or
12 maintained, if they can't repair or maintain it
13 themselves?

14 A I would assume, based on my understanding of contracts,
15 Turf Works does not have a direct contract with us,
16 they contract with CAMS or whoever Lake Carolina
17 Association is, and we pay -- we pay CAMS so much a
18 year for Turf Works to come in there and maintain it.
19 We do not have a direct contract, or an indirect
20 contract with Turf Works. They are -- they are
21 basically -- they have a contract with somebody else,
22 not us.

23 Q If there was a hazard reported to the Homeowners'
24 Association, the Homeowners' Association -- in a
25 common area, the Homeowners' Association would be

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1 responsible for contacting the right contractor or
2 governmental entity to come in and fix it, whoever that
3 entity would be; is that correct?

4 A If we're -- if I was contacted, I -- most of the people
5 in the subdivision know who I am because I run through
6 the subdivision four or five days a week, and people
7 will stop me and say oh, this is okay, this is not
8 okay, how's it going. So, they know who I am; they
9 know I'm on the Board.

10 And somebody was to report something to us, I
11 would in turn report it to our contact at CAMS, who was
12 Williams, Robert Williams, and then let them go ahead
13 and deal with it. They would contact -- they would go
14 ahead and make whatever they needed to do, whoever they
15 needed to contact. I wouldn't.

16 Q Okay. So, it's the responsibility of the Homeowners'
17 Association to then contact the next person to get the
18 repair started; is that correct?

19 A If we're aware of it, yes.

20 Q Okay.

21 A And if it was on our -- it was out in the woods, now
22 why would anybody be out in the woods other than a deer
23 or the squirrels and opossums?

24 MS. DRAPEAU: All right. I don't think I have any
25 other questions.

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1 MR. LINDEMANN: I have no more questions. Thank
2 you.

3 MR. BALCERZAK: Nothing else from me.

4 (WHEREUPON, THE DEPOSITION ADJOURNED AT 4:20 P.M.)
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CERTIFICATE

This is to certify that the foregoing deposition of CANTERBURY PARK (MICHAEL DHUNJISHAH), consisting of 65 pages, is a true and correct transcript of the testimony given by said deponent after first being duly sworn; said deposition was reported by method of Stenomask with digital backup. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 28th day of February, 2026.

Wendy Shannon Sullivan

WENDY SHANNON SULLIVAN
Professional Verbatim
Reporter

Notary in and for the State of South Carolina
My Commission Expires: January 29, 2028

EXHIBIT C



**CANTERBURY PARK AT LAKE CAROLINA ASSOCIATION, INC.
FULL MANAGEMENT AGREEMENT SUMMARY**

Pursuant to the Management Agreement entered in to on March 1, 2004, below is a summary of the terms and duties of both the Association (located in Columbia, Richland County, South Carolina) and Management Company. This contract summary does not constitute the entirety of the agreement.

CURRENT TERM DETAILS

- Start Date = January 1, 2005
- Initial term = 24-months
- Automatic Renewal = 12-months
- 30-day intent to terminate notice

MANAGEMENT COMPANY COMPENSATION

The parties agree that the Board and the Management Company shall revise the compensation rates (to include payroll administrative charge, if applicable) provided in section V titled Manager's Compensation as follows: In future renewal periods of this Agreement, the Management Company's Compensation shall be adjusted to the fees provided in the approved budget.

DUTIES OF THE ASSOCIATION—

- Responsible for the administration of the programs, services, activities and violation procedures as established in the governing documents.
- Provide funds.
- Provide the Management Company with association documents, policies, records, and accounts.
- Provide access to the property (common and limited common elements)

DUTIES OF THE MANAGEMENT COMPANY—

ACCOUNTING/FINANCE:

- Assist in the preparation of annual operating budget for new accounting year.
- Prepare monthly financial reports and submit to the.
- Assist Certified Public Accountant with annual audits and taxes.
- Bill, request, demand, collect, receive and give receipt for assessments.
- Process, check, verify and pay expenses and obligations of the association out of the association's funds.
- Maintain the Association's operating and reserve funds in a separate federally insured financial institution.
- Approve and pay expenditures and invoices within budget and for non-budget expenditures up to \$1,000.
- Maintain all accounting records and handle all correspondence related to business matters concerning financial transactions of the association.

ADMINISTRATIVE:

- The manager shall assist in preparing for and attend an annual membership meeting and four (4) Board meetings per year, for a maximum of one and one-half hours per meeting.
- Electronically maintain association membership list and other records required to be kept by the Association.
- Assist in obtaining compliance with the stipulations of the association documents and with the enforcement of rules and regulations adopted by the association.
- Periodically review and maintain all forms of insurance.
- Comply with all laws, statutes, ordinances or rules of all appropriate governmental authorities.
- Retain and employ attorneys at law, accountants, engineers, architects and other experts and professionals whose services are reasonably required.
- Responsible for all administrative work required to process transfers of unit ownership.
- The Manager shall have meeting minutes recorded.

PROPERTY SUPERVISION:

- Association grants Management Company access to common elements, common areas and all other property of the development to carry out the functions and purposes set forth in the agreement.
- Negotiate and manage maintenance and service contracts that are needed by the Association.
- Inspection of the association's common elements for compliance with the development's association documents and any other governing documents occurs at the following intervals: regular.

EXTRAORDINARY SERVICES— Available for an additional fee:

- Coordination services in connection with insurance claim rehabilitation, litigation, construction, remodeling, renovations and capital improvements shall be provided by SCS for a coordination fee of 5% of the total project claim.
- Act as an association witness or representative in legal or administrative proceedings.
- Reference Agreement Exhibits for additional Administrative Charges and/or Extraordinary Services.
- Consulting Services: consult regarding the structure and operating affairs of the association, prepare Rules & Regulations for common areas and amenities; prepare collection policy; assist to obtain bids.
- Prepare for and conduct violation hearings.

ASSOCIATION EMPLOYEES (On-Site Personnel)—

- The Management Company may provide or cause to be provided an on-site staff as requested and approved by the Board, for such purposes as may be necessary or appropriate to carry out the management responsibilities of the association. The fee for such staff, including all costs of employment, salary, payroll taxes, liability and worker's compensation insurance, health benefits, dental benefits, life insurance, and payroll administration expenses shall be Not Specific of employee gross cost.



CANTERBURY PARK AT LAKE CAROLINA ASSOCIATION, INC.

A LAKE CAROLINA NEIGHBORHOOD

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

Book 00678-2262

2002052192 06/26/2002 16:02:00:20

Fee: \$89.00 County Tax: \$0.00 State Tax: \$0.00

Declaration of Coven



2002052192 John G. Norris

Richland County ROD

CANTERBURY PARK AT LAKE CAROLINA ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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**DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS FOR CANTERBURY PARK AT LAKE CAROLINA ASSOCIATION,
INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANTERBURY PARK AT LAKE CAROLINA ASSOCIATION, INC. is made this _____ day of May, 2001, by Lake Carolina Development, Inc., a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the Property, as hereinafter defined, located in that community known as Lake Carolina, Richland County, South Carolina, and Declarant desires to subject the Property to the provisions of this Declaration in order to provide for the administration and maintenance of the Areas of Common Responsibility, as defined below, and to set forth standards and procedures for the governance of the Property.

NOW THEREFORE, this Declaration and the covenants, restrictions and easements set forth herein shall be covenants to run with the land and all the Property is subject and subordinate to the provisions of this Declaration. The Declaration shall inure to the benefit of and shall be binding upon each Owner and his, her or its respective heirs, legal representatives, successors, lessees, grantees, assigns and mortgagees.

BY THE RECORDING OF A DEED OR THE ACCEPTANCE OF TITLE TO A UNIT OR ANY INTEREST THEREIN, THE PERSON OR ENTITY TO WHOM SUCH UNIT OR INTEREST IS CONVEYED, AND THEIR HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES, GRANTEES, ASSIGNS AND MORTGAGEES SHALL BE DEEMED TO HAVE AGREED TO BE BOUND BY THIS DECLARATION AND THE BY-LAWS OF THE ASSOCIATION.

1. DEFINITIONS

1.1. DEFINITIONS

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have all the following meanings, and all definitions shall be applicable to the singular and plural forms of any such term(s):

1.1.1. "Added Property" means real property, whether or not owned by the Declarant, which is made subject to this Declaration pursuant to Section 4.6.

1.1.2. "Affiliate" means any entity that is owned by the Declarant, which owns the Declarant, or in which the Declarant or Persons holding an interest in Declarant own at least fifty per cent (50%) of the interests.

1.1.3. "Area of Common Responsibility" means any area for which the Association has or assumes the responsibility for maintenance, repair and management, including, without limitation, (i) the Common Areas and (ii) portions of the Property that are not owned by the Association, but which contain facilities or improvements that benefit more the Units. Such areas may include, without limitation, (a) street shoulders and curbs, intersections and entrances, private road rights-of-way or easements and road surfaces, walkways and bicycle paths, signage, landscaping and irrigation, street lighting, signage lighting and landscape lighting, or unpaved portions of public or private road rights-of-way in which the Association retains or obtains the right to maintain, improve or landscape certain areas (b) lakes, lagoons and drainageways specifically shown and designated on any plat of the Property, or any portion thereof, (c) parks and recreational facilities, and (d) any common utility lines or facilities that have not been dedicated to and accepted for maintenance by a private or public utility. Any plat or document designating an Area of Common Responsibility shall be recorded and shall be approved by the Declarant or the Association.

1.1.4. "Assessment" means the charges from time to time assessed against a Unit by the Association in the manner herein provided, and includes regular and/or special assessments, as indicated by the applicable provision.

1.1.5. "Association" means Canterbury Park at Lake Carolina Association, Inc., a South Carolina not-for-profit corporation.

1.1.6 "Board of Directors" or "Board" means the Board of Directors of the Association.

1.1.7. "By-Laws" means the By-Laws adopted by the Association that govern the administration and operation of the Association, as may be amended from time to time. A copy of the By-Laws is attached as Exhibit B.

1.1.8. "Common Areas" means all areas shown and designated as a Common Area, or similar wording clearly indicating such intent, on any recorded plat of the Property, or any portion thereof, which plat has been approved in writing by Declarant or the Association. THE DESIGNATION OF ANY OF THE PROPERTY OR IMPROVEMENTS THEREON AS COMMON AREAS SHALL NOT MEAN THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN.

1.1.9. "Common Expenses" means all liabilities or expenditures made or incurred by or on behalf of the Association, together with all funds necessary for the creation or maintenance of reserves, consistent with the provisions of this Declaration.

1.1.10. "Controlling Interest" means the ownership by Declarant and any Affiliate of Declarant, as of the date of such determination, of at least twenty five percent (25%) of the Units in the Property.

1.1.11. "Declarant" means Lake Carolina Development, Inc., a South Carolina corporation, its successors and assigns, and any entity designated as a successor Declarant by Lake Carolina Development, Inc. by a recorded supplemental declaration or deed, provided, however, that "Declarant" shall not include the purchaser, owner, or mortgagee of any Unit solely because of such interest.

1.1.12. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Canterbury Park at Lake Carolina Association, Inc. and all amendments or Supplemental Declarations thereto filed for record from time to time in the Office of the Register of Deeds for Richland County, South Carolina. The Declaration is subordinate to the Master Declaration, as defined herein, unless expressly stated to the contrary in a recorded document approved by the Master Association.

1.1.13. "Development" means the community constructed or to be constructed upon the Property or portions thereof.

1.1.14. "Development Review Board" means the individuals designated by the Master Association to review and approve development plans for the Property submitted pursuant to the Master Declaration or this Declaration.

1.1.15. "HUD" means the United States Department of Housing and Urban Development, or any successor entity.

1.1.16. "Lot" means any parcel that is platted of record and intended for development of one (1) Residential Unit, but which contains no structure for which a final certificate of occupancy or comparable evidence of completion has been issued by the applicable regulatory authority.

1.1.17. "Managing Agent" means any entity retained by the Association to manage the Areas of Common Responsibility, or portions thereof, and/or supervise the operation of the administrative affairs of the Association.

1.1.18. "Master Association" means the Lake Carolina Master Association, Inc., a South Carolina not-for-profit corporation.

1.1.19. "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for Lake Carolina Master Association, Inc. recorded in Book 275 at Page 808 et seq., as amended, in the Office of the Register of Deeds for Richland County, South Carolina, and all amendments or Supplemental Declarations thereto. In the event of any conflict between the Master Declaration and the Declaration,

the terms of the Master Declaration shall take precedence.

1.1.20. "Occupant" means any individual lawfully occupying any Unit, including, without limitation, any Owner, or family member, guest, invitee, licensee, or tenant of an Owner occupying any Unit.

1.1.21. "Owner" means any Person that owns fee simple title to any Unit located on the Property. Each Owner is a member of the Association with voting rights as set forth in the Bylaws. "Owner" shall not mean (i) a mortgagee unless such mortgagee has acquired title to the Unit, or (ii) any Person having a contract to purchase a Unit but to which title has not been conveyed of record.

1.1.22. "Permitted Density" means the number of dwelling units that are permitted to be developed within the Property as of the date of recordation of this Declaration, which number is 130 single family dwelling units. If the Declarant subjects Added Property to the Declaration, the Declarant may, in its sole discretion, increase the Permitted Density for the combined parcels by the number of dwelling units that may be developed within the Added Property. Permitted Density shall be defined in the deed conveying the Property to the Declarant or in a Subordinate Declaration or recorded document signed by the Declarant of the Master Declaration.

1.1.23. "Person" means any individual or legal entity, as the context may reasonably require.

1.1.24. "Property" means all the land and improvements thereon described in Exhibit "A" and any Added Property.

1.1.25. "Residential Unit" means any portion of the Property, that (a) is intended for occupancy as an attached or detached residence for one family, (b) may be independently owned and conveyed, (c) is held under one ownership (which may include, without limitation, ownership by co-tenancy, joint tenancy or tenancy-in-common), and (d) for which a certificate of occupancy (or comparable certificate) has been issued by the applicable regulatory authority. "Residential Unit" includes, by way of illustration and not limitation, townhouses, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots. The Association shall have the right to determine whether a Residential Unit exists and how many Residential Units exist at a particular time, subject to the provisions of this Declaration and the Master Declaration.

1.1.26. "Rules and Regulations" means those standards governing the use, administration and operation of the Property as are more specifically defined in Section 5.3.

1.1.27. "Unit" means a Lot or a Residential Unit.

1.1.28. "VA" means the United States Department of Veterans Affairs, or

any successor entity.

1.1.29. "Wetlands Covenants" means the Lake Carolina Wetlands Covenants, recorded (or to be recorded) in the Office of the Register of Deeds for Richland County, South Carolina, as amended from time to time.

2. RIGHTS NOT SEVERABLE; DECLARANT OBLIGATIONS

2.1. NON-SEVERABILITY OF RIGHTS

The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Unit as more specifically set forth below, and may not be severed or alienated from such ownership. Every Owner shall take title, and every mortgagee or holder of a security interest in any part of the Property shall hold such mortgage or security interest subject to the terms and conditions of this Declaration.

2.2. RESPONSIBILITIES OF DECLARANT

Declarant shall be responsible for development and construction of such roads within the Property as Declarant determines are required for effective circulation within the Property (the "Roads"). It is the intent of Developer to dedicate the Roads, upon completion, to the applicable public authority. Developer shall also be solely responsible for (a) the initial installation of such walkways and bicycle paths, signage, landscaping, street lighting, signage lighting and landscape lighting in the Common Area as Declarant shall determine are appropriate, (b) the initial installation of such landscaping, signage and lighting in the Common Area as Declarant shall determine are appropriate, (c) the initial installation of main stormwater lines, drainageways, and retention or detention ponds and lagoons serving the drainage needs of the Property, and (d) the installation of main water, sanitary sewer, cable television and electrical lines within the Property that are adequate to permit the Owner of a Unit to obtain access thereto for the Unit upon payment of standard tap-in or service fees. All such facilities shall be built in conformity with the standards of applicable regulatory agencies and the Development Guidelines of Lake Carolina, as set forth in the Master Declaration.

3. WETLANDS RESTRICTIVE COVENANTS

3.1 RESTRICTIVE COVENANTS FOR WETLANDS

Portions of the Property may be designated as "Wetlands" that are subject to the Wetlands Covenants, as defined above, pursuant to Department of the Army, Corps of Engineers ("COE"), Charleston District, Permit No. 89-2A-055, as amended (the "Wetlands Permit"). The Wetlands Covenants require that the Wetlands shall be held, transferred, conveyed, leased, occupied, or otherwise disposed of and used subject to the Wetlands Covenants. The Wetlands Covenants run with the land and are binding upon all subsequent owners, lessees, or other occupiers or users of the Wetlands. All

deeds to Property containing any portion of the Wetlands must contain or be accompanied by a notice that such portion of the Wetlands is subject to the Wetlands Permit and the Wetlands Covenants.

4. EASEMENTS AND PROPERTY RIGHTS

4.1. EASEMENTS FOR DECLARANT

During the period that Declarant owns any of the Property, or until such earlier time as Declarant records a Supplemental Declaration relinquishing its rights as set forth in this section, Declarant shall have an alienable and transferable easement on, over, through, under, and across the Area of Common Responsibility for the purpose of constructing, installing, maintaining, repairing and replacing such improvements to the Property as Declarant desires. The exercise of such easement by Persons other than Declarant shall be undertaken only with the written approval of the Declarant so long as the Declarant holds a Controlling Interest.

4.2. EASEMENTS FOR ASSOCIATION

The Association and Master Association and their directors, officers, agents and employees, including, but not limited to, any Managing Agent of the Association or Master Association and any officers, agents and employees of such Managing Agent, shall have a general right and easement to enter upon the Property in the performance of their respective duties. Except in the event of emergencies, as reasonably determined by the Association, Master Association or Managing Agent, this easement shall be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner directly affected thereby.

4.3. EASEMENTS FOR UTILITIES AND SERVICES

The Declarant or the Master Association shall have a transferable, perpetual power and authority to grant and accept easements to and from any private entity or public authority, agency, public service district, public or private utility or other Person, upon, over, under and across the Area of Common Responsibility for constructing, installing, maintaining, repairing, inspecting and replacing master television antennae or television cable systems, data transmission systems, security and similar systems, landscaping, and all utility facilities and services, including, but not limited to, storm and sanitary sewer systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant or Master Association without notice to or consent by the Association. Except as permitted by the Master Declaration, the Master Association shall not grant such easements over Property owned by the Declarant or its Affiliates without the express written permission of the owner. Unless approved by the Development Review Board of the Master Association, all utility lines serving the Property and located therein shall be located underground. Unless permitted by the terms of the easement, or unless permitted by the grantee of the easement or the

commission, municipality, utility or other entity controlling the easement area, no structure shall be erected, no paving shall be laid, and no trees or shrubs shall be planted in such easement, without the written consent of the grantee of such easement.

4.4. EASEMENT FOR PUBLIC SERVICES

Law enforcement, fire, water, health, environmental and other authorized public officials, employees and vehicles shall have the right of unrestricted ingress and egress to the Area of Common Responsibility for the performance of their official duties and consistent with applicable law. The Board of Directors of the Master Association may establish such procedures, consistent with applicable law, as it may determine are reasonably required to govern such access.

4.5. COMMON AREAS

4.5.1. General Rights of Owners

Each Unit shall have a right and easement to use and enjoy the Common Areas, subject to the provisions of this Declaration.

4.5.2. Creating and Adding Common Areas

Upon the earlier of (a) such time as Declarant no longer has a Controlling Interest in the Property, or (b) Declarant receives notice that HUD has committed to insure a mortgage on a Residential Unit, then the Declarant shall convey any completed Common Area to the Association free and clear of encumbrances (other than matters that do not preclude the normal use of the Common Area, such as, without limitation, utility easements, this Declaration, and the Master Declaration). In addition, the Declarant may subsequently convey additional completed Common Area to the Association, provided that such Common Area is free and clear of encumbrances (other than matters that do not preclude the normal use of the Common Area, such as, without limitation, utility easements, this Declaration, and the Master Declaration). With the approval of the Owner of the relevant property, the Association may designate, in a Supplemental Declaration or deed, additional Common Area or other Area of Common Responsibility within the Property for which the Association shall be responsible. The owner of the Property conveyed or designated shall promptly provide to the Association a copy of the recorded document.

4.5.3. Completion of Conveyance of Common Areas; Association Responsibility

Unless expressly approved by the Association and the Declarant, all Common Areas within the Property shall be conveyed to the Association no later than ninety (90) days after the date of closing the sale of the last Unit in the Property. After approved conveyance of a Common Area or designation of an Area of Common Responsibility, the

Association shall be fully responsible for its operation, maintenance and repair, except as otherwise stated in the document conveying or designating such property.

4.5.4. Conveyance or Mortgaging by Association

No Common Area that has been conveyed to the Association shall be subjected to a mortgage or conveyed to any other Person without the approval of Units, excluding Units Owned by the Declarant, representing not less than two thirds (2/3) of the Total Assessment Shares, as determined in Section 6.1.4. If the sole ingress and egress to any Unit is through Common Area, any conveyance of the Common Area shall be subject to the Unit's right of ingress and egress.

4.5.5. Changes in Common Area Property Lines

So long as the Declarant has a Controlling Interest, Declarant reserves the right, without the approval of the Association, to change the boundary lines between any Common Area and other Property owned by Declarant or any Affiliate, provided that such change does not result in a net decrease in the Common Area.

4.5.6. HUD OR VA Approval of Common Areas

As long as both (i) the Declarant has a Controlling Interest in the Association **and** (ii) any Unit is financed or insured by HUD or VA, the plat or document designating any Common Area shall be approved by HUD or VA.

4.6. SUBJECTING ADDED PROPERTY TO DECLARATION

Any Person may apply to the Association to subject Added Property to this Declaration. Upon approval of the Board of Directors of the Association, the owner of the Added Property and the Association shall execute a Supplemental Declaration or deed subjecting said Added Property to this Declaration and to such other terms and conditions as shall be required by the Association as a condition of such approval. As long as both (i) the Declarant and any Affiliate have a Controlling Interest in the Association and (ii) any Unit is financed or insured by HUD or VA, the addition of Added Property shall be approved by HUD or VA.

5. THE ASSOCIATION

5.1. GOVERNANCE

The Association shall be governed by a Board of Directors selected as set forth herein. The Board of Directors shall function in accordance with this Declaration and the Bylaws, and all Owners shall be bound by this Declaration and the Bylaws. The Bylaws may be amended, from time to time, only as provided herein. The Board of Directors shall constitute the final administrative authority of the Association, and all decisions of

the Board of Directors that are not inconsistent with applicable law, this Declaration and the Master Declaration shall be binding upon the Association and the Owners. Unless otherwise expressly stated by this Declaration or the Bylaws, all rights, titles, privileges and obligations vested in or imposed upon the Association shall be held and performed by the Board of Directors.

5.2. BOARD OF DIRECTORS

5.2.1. Prior to Loss of Controlling Interest by Declarant

For so long as Declarant has a Controlling Interest, the Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, as determined and designated by Declarant from time-to-time. Such individuals need not be Owners of Units.

5.2.2. Subsequent to Loss of Controlling Interest by Declarant

At such time as Declarant no longer has a Controlling Interest, the Board of Directors shall consist of such number of individuals as are selected in accordance with the Bylaws.

5.3. RULES AND REGULATIONS

The Board of Directors shall have the authority from time to time to adopt Rules and Regulations governing the administration, use, and operation of the Property, which Rules and Regulations are subject to the terms of the Master Declaration, this Declaration and the Bylaws of the Association. The initial Rules and Regulations are set forth in Exhibit C to this Declaration.

5.4. ARCHITECTURAL REVIEW

The Board of Directors shall have the authority from time to time to create an Architectural Review Board and to adopt Rules and Regulations governing its operation, procedures, funding, and scope of authority, which Architectural Rules and Regulations are subject to the terms of the Master Declaration, this Declaration and the Bylaws of the Association. Any initial Architectural Rules and Regulations are set forth in Exhibit D to this Declaration.

5.5. BOARD OF DIRECTOR'S DETERMINATION BINDING

If a disagreement arises between Owners or, during the period that Declarant owns a Controlling Interest, among or between the Association, Owners and Declarant related to the interpretation and application of this Declaration or the Bylaws of the Association, any decision of the Board of Directors regarding the proper disposition of such matter shall be final and binding upon the entities involved and the Association;

provided that the Board of Directors shall have sole discretion to determine whether it elects to act in such matter.

5.6. MANAGEMENT

The Board of Directors may retain a Managing Agent or one or more employees of the Association to manage any Area of Common Responsibility and supervise its maintenance and operation and the operation of the administrative affairs of the Association. The terms of any management or employment agreements shall be determined by the Board of Directors, provided that any management or employment contracts shall (i) permit the termination thereof by the Association for cause upon not more than 60 days prior written notice; and (ii) be for a period of not more than five (5) years. Such contracts may permit renewals thereof for periods not to exceed five (5) years at a time provided that such renewal is approved by the parties. Nothing herein shall prohibit the Association from entering into a management contract with the Declarant or any Affiliate of the Declarant if the terms of such contract are reasonable and consistent with the above provisions.

5.7. BOARD, MANAGING AGENT AND OFFICERS ACT FOR ASSOCIATION

Unless otherwise expressly indicated in writing, and in the absence of willful malfeasance, misfeasance, misconduct or bad faith, all contracts and agreements entered into by the Board of Directors, the Managing Agent or the officers of the Association on behalf of the Association shall be deemed executed as agent for the Association.

5.8. INDEMNIFICATION OF THE BOARD, OFFICERS AND MANAGING AGENT

The members of the Board of Directors, the officers and committee members of the Association, and such officers or employees of the Association or the Managing Agent as the Board shall specify in writing from time-to-time, shall not be liable to the Owners or the Association for any mistake in judgment or acts or omissions unless such act or omission was the result of such person's individual willful malfeasance, misfeasance, misconduct or bad faith. The Association shall indemnify and hold harmless such non-liaible Persons against all liabilities to others arising out of any act or omission unless the liability is the result of such person's individual willful malfeasance, misfeasance, misconduct or bad faith. This provision may be expanded, but not narrowed, by the Bylaws.

5.9. INSURANCE

5.9.1. Acquisition of Insurance Coverage

If such insurance is available at reasonable cost, the Board of Directors shall

endeavor to obtain insurance coverage, in such amounts as it shall reasonably determine, for the Area of Common Responsibility, other property of the Association, and the activities of the Association, to cover the insurable interests of the Association and any mortgagees of the Association, and the insurable interests of the Declarant and Managing Agent, if any, and their respective directors, officers employees and agents, if any, therein. To the extent feasible at reasonable cost, in the opinion of the Board, such insurance coverage shall be obtained:

A. against loss or damage by fire, flood, earthquake or other casualty covered by standard extended coverage policies, for the full insurable value thereof (based upon current replacement cost).

B. against such risks as vandalism, theft and malicious mischief.

C. for comprehensive general public liability and, if applicable, automobile liability insurance, covering loss or damages resulting from accident or occurrences on or about the Common Area or elsewhere.

D. worker's compensation and other mandatory insurance, if applicable.

E. fidelity insurance covering any employees or officers of the Association or Managing Agent having access to any substantial funds of the Association.

F. officers and directors insurance providing coverage against claims brought against the Board of Directors, officers, or other agents of the Association acting in such capacity.

G. such other insurance as the Board of Directors shall determine to be reasonable and desirable from time to time.

5.9.2. Other Insurance Criteria

All insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds for such insurance shall be payable to, the Association. The insurance coverage shall, if feasible, provide that:

A. the interest of the Association shall not be invalidated by any act or neglect of any Owner or any officer or member of the Board of Directors of the Association;

B. the coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Association; and

C. subrogation shall be waived with respect to the Association and its Board

of Directors, employees and agents, and Owners, members of their household and mortgagees.

5.9.3. Appointment of Trustee for Proceeds

The Board of Directors may, at its discretion, retain any bank, trust company, or South Carolina law firm (the "Trustee") to act as trustee, agent or depository on its behalf for the purpose of receiving or distributing any insurance proceeds. The fees and reimbursable expenses of the Trustee shall be a Common Expense.

5.9.4. Reconstruction of the Property

The insurance proceeds for casualty losses (after payment of any applicable fees and reimbursable expenses of any trustee, attorney or consultant advising the trustee or the Association regarding insurance matters) shall be applied by the Board of Directors on behalf of the Association for the reconstruction or restoration of the damaged property; provided, however, if such proceeds are inadequate to reconstruct or restore the damaged property, the Board of Directors may pursue such other options as it may determine are reasonable under the circumstances.

6. ASSESSMENTS AND CHARGES

6.1. REGULAR ASSESSMENTS AND BUDGET

Regular Assessments shall be computed and assessed against all Units as follows:

6.1.1. Fiscal Year and Annual Budget

The fiscal year of the Association shall be the calendar year. Unless otherwise determined by the Board of Directors, the Board of Directors shall prepare or cause to be prepared by December 1 an operating budget (the "Budget") for the next fiscal year setting forth the estimated Common Expenses and anticipated revenues of the Association for such fiscal year, and any projected deficit or surplus from the preceding fiscal year. The Budget, once approved by the Board of Directors, shall serve as the basis for assessments to all Owners for such fiscal year and the primary guideline under which the Association shall be projected to be operated during such fiscal year. If the Board fails for any reason to adopt a Budget for the fiscal year, then until such time as it is adopted, the Budget and Total Assessments in effect for the current year shall automatically be increased effective the first day of the fiscal year in the same proportion as any percentage increase of the then current calendar year over the preceding calendar year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items), or its successor index, as determined by the Board of Directors. Such adjusted Budget shall be the Budget for the succeeding year, until a new Budget is adopted. Within ninety (90) days following the close of the Association's fiscal year, the Board of Directors

shall cause an unaudited or audited financial statement, as the Board shall determine, of the Association (the "Annual Report") to be prepared by a public accountant licensed to practice in the State of South Carolina. Upon request, a copy of the Annual Report shall be provided to any Owner of any Unit that is subject to Assessments.

6.1.2. Determining the Budget and Total Assessments

The Budget shall be based upon annual estimates by the Board of Directors of the Association's revenues and its cash requirements to pay all estimated expenses and costs arising out of or connected with the use, maintenance and operation of the Common Area and Area of Common Responsibility and the operation of the Association. Such estimated expenses and costs (the "Common Expenses") may include, among other things, the following: management expenses, including compensation of any Management Agent; taxes and special assessments; insurance premiums; repairs and maintenance; wages and personnel expenses for Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of one or more reasonable contingency reserves and/or sinking funds; any principal and interest payments due for debts of the Association; and any other expenses, costs and existing or projected liabilities that may be incurred by the Association for the benefit of the Owners pursuant to this Declaration. The Total Assessments shall be that portion of the Budget that must be funded by Regular Assessments.

6.1.3. Allocation of Assessments

The allocation of Total Assessments, whether regular or special, shall be determined by whether the Unit is a Lot or a Residential Unit. The Owner of each Residential Unit shall pay one (1) Assessment Share, as defined in Section 6.1.4., below. For Assessment purposes, a Residential Unit shall be deemed to exist on the first day of the first month following the month in which a final certificate of occupancy or comparable acknowledgment of completion is issued for the Unit by the applicable regulatory authority. The Owner of each platted Lot on which there is no Residential Unit shall pay one half (1/2) of one (1) Assessment Share until such time as a Residential Unit exists on the Lot.

6.1.4. Calculating the Assessments; Assessment Share

To determine the number of Assessment Shares and the allocable Assessment for each type of Unit for the fiscal year, the Board of Directors shall:

A. Determine the total number of Residential Units existing at the beginning of the applicable fiscal year of the Association. This total is the "Assessed Residential Units." Multiply the number of Assessed Residential Units by one (1).

B. Determine the total number of Lots existing at the beginning of the applicable fiscal year of the Association. This total is the "Assessed Lots." Divide

the number of Lots by two (2).

C. Add the Assessed Residential Units and the Assessed Lots. This constitutes the "Total Assessment Shares".

D. Divide the Total Assessments (see Section 6.1.2) for the fiscal year by the Total Assessment Shares to determine the amount of one (1) Assessment Share. Each Residential Unit will pay one (1) Assessment Share. Each Lot will pay one half (1/2) of one (1) Assessment Share.

[Example: Assume that (i) the Budget of the Association for the forthcoming fiscal year is \$3,000; (ii) there are currently 15 Residential Units, and (iii) there are currently 30 Lots. The Total Assessment Shares are (i) 15 for Residential Units, plus (ii) 15 for Lots (30 Lots divided by 2, or 15). There are 30 Total Assessment Shares. Thus, each Assessment Share for the year is \$3,000 divided by the number of Total Assessment Shares (30), or \$100 per Assessment Share. The Owner of a Residential Unit would pay \$100. The Owner of a Lot would pay \$50 (\$100 divided by 2).

NOTE: The Assessment calculations shown provide a mathematical example only. They are not intended to be estimates of the actual Assessment that may be applicable from time to time.

6.1.5. Assessments for Units Not Existing at Beginning of Fiscal Year

If a Residential Unit is created after the beginning of the fiscal year but before the beginning of the next fiscal year, then the applicable Assessment, whether regular or special, for such Unit shall be pro-rated and shall be payable for the balance of the current fiscal year beginning on the first day of the first month following the month in which a certificate of occupancy is issued for the Unit by the applicable regulatory authority.

6.1.6. Assessments for Units Owned by Declarant

Declarant and Affiliates of Declarant shall pay Assessments on Units owned by them in the same manner as other Unit Owners; provided, however, that the Declarant may elect, in lieu of paying Assessments, to contribute to the Association from time to time such funds as may be required to offset any Operating Deficit of the Association that exists after subtracting Common Expenses incurred during the year from Assessments and other revenues received during the year. "Operating Deficit" excludes any deficit remaining from a previous fiscal year or any deficit attributable to the creation of new contingency reserves or sinking funds during the fiscal year, unbudgeted property taxes or assessments, any uninsured loss or claim, or, in the event of an insured loss or claim, any deductible amount payable by the Association under the insuring policy. Unless the Declarant notifies the Association otherwise by March 1 of the applicable fiscal year, the

Declarant shall be deemed to have elected to continue paying on the same basis as during the preceding fiscal year.

6.1.7. Notice and Payment of Assessments

6.1.7.1. Notice.

Unless the Board of Directors elects a shorter payment period, Assessments shall be due on a calendar year basis in advance. Unless otherwise determined by the Board of Directors, the Association shall, by December 15, furnish to each Owner of a Unit a copy of the Budget for the forthcoming fiscal year and a statement of the amount of the Assessment payable by such Owner.

6.1.7.2. Payment.

Unless otherwise expressly approved by the Board of Directors, Assessments shall be payable fourteen (14) days after notice of such Assessment shall have been given to the Owner in accordance with Section 6.1.7.1.

6.1.8. Cap on Regular Assessments

The maximum annual regular Assessment Share shall not exceed One Hundred Twenty Five Dollars (\$125.00); provided, however, that such maximum amount shall automatically be increased effective the first day of the fiscal year by an amount which equals the percentage increase of the then current calendar year over the preceding calendar year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items), or its successor index, as determined by the Board of Directors. If the Assessment Share is not actually increased by the maximum amount in any year, the unused excess of such maximum amount may be added in any subsequent year.

6.2. SPECIAL ASSESSMENTS

In addition to the regular Assessments authorized above, the Board of Directors may levy one or more Special Assessments that cumulatively do not exceed Three Hundred Dollars (\$300.00) per Assessment Share during any fiscal year. The maximum Special Assessment shall be adjusted annually, however, in the same manner as for regular Assessments, as set forth above. In addition, the Board of Directors may levy one or more Special Assessments to cover the cost of any unbudgeted property taxes or assessments, any uninsured loss or claim, or, in the event of an insured loss or event, any deductible amount under the insuring policy. Any other Special Assessment levied by the Board of Directors shall have the approval of Units representing a majority of the Total Assessment Shares. Meetings of Owners for the special purpose of considering a Special Assessment for which Owners approval is required shall be held only after written notice by the Association to the Owners of the Units, in accordance with the notice procedure set forth in this Declaration. The notice shall state generally the purpose and

amount of the proposed Special Assessment. The meeting shall occur no earlier than seven (7) days after the date that notice is deemed to be given. Owners may be represented at such meetings by written proxy, which proxy may be held by any Person. Special Assessments shall be allocated among Units in the same manner as other Assessments. Special Assessments shall be payable by the date determined by the Board of Directors, but no earlier than fourteen (14) days after notice of such Assessment shall have been given to the Owner in accordance with the notice procedure set forth in this Declaration.

6.3. EFFECT OF NON-PAYMENT OF ASSESSMENTS

Any Assessment that is not paid when due shall be delinquent. Unless waived by the Board of Directors, all delinquent Assessments shall incur an administrative charge of Ten Dollars (\$10.00) per month or any portion of any month from the date each such installment is due until such payment is received by the Association, in addition to any interest charges that may be payable. No Owner shall escape liability for the Assessments by non-use of the Common Area or abandonment of his Unit. Pursuant to policies of HUD and VA, however, it is not intended that failure to pay any Assessment shall be a default under the terms of any mortgage insured by HUD or VA.

6.4. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Assessments, including Special Assessments, interest and charges thereon, and costs of collection thereof (including reasonable attorneys' fees and expenses) shall be (i) the joint and several personal obligation of the Person or Persons who was or were the Owner of such Unit at the time when the assessment fell due and, unless expressly agreed by the Board of Directors of the Association, also of any subsequent Owner, (ii) a charge on the Unit to which such assessments are applicable and (iii) a continuing lien upon each Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Section, the Association may prepare a written notice of lien setting forth the amount of the unpaid Assessment or Special Assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or any Managing Agent of the Association and may be recorded in the office of the Register of Deeds for Richland County. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced as set forth in Section 8.4.

6.5. SUBORDINATION OF THE LIEN; MORTGAGEES

The lien of the Assessments provided for herein shall be subordinate to the lien of any unpaid taxes and any recorded mortgage on the applicable Unit. Mortgagees shall have no responsibility for collecting assessments from Owners of Units. Sale or transfer of any Unit shall not affect the lien of the Assessments. However, the sale or transfer of any Unit that is subject to any recorded mortgage, pursuant to a decree of foreclosure

under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish any lien for Assessments due prior to such sale or transfer. No sale or transfer shall relieve the Unit from liability for any Assessments later becoming due or from the lien thereof.

6.6. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any delinquent Assessment that is not paid when due by an Owner to the Association shall be delinquent. Thereupon, the Association may enforce its rights as set forth in Section 8.5, and/or enforce and foreclose the lien against the delinquent Owner's Unit in the same manner in which a mortgage on real property may be foreclosed in the State of South Carolina. The Association shall have the right to bid in at any foreclosure sale, and, upon conveyance to the Association, thereafter hold, lease, mortgage, or convey the subject Unit.

6.7. STATEMENT OF ACCOUNT

Upon payment of a reasonable fee determined by the Board of Directors, and upon written request of any existing or prospective Owner, mortgagee, or lessee, the Association shall issue a written statement (which shall be conclusive upon the Association) setting forth the following:

A. The amount of unpaid annual Assessment or Special Assessment, if any, applicable to such Unit.

B. The amount of the current annual Assessment and any current Special Assessment and the date or dates upon which any payment thereof shall become due.

C. The amount of any credit for advance payments of annual Assessments or Special Assessments.

6.8. MECHANIC'S LIENS

The Board of Directors may cause to be discharged any mechanic's lien or other encumbrance which in the opinion of the Board of Directors may constitute a lien against the Common Area. Where less than all of the Owners are responsible for the existence of said lien, the Owners responsible, as determined by the Board of Directors, shall be jointly and severally liable for the amount necessary to discharge the same, and for all related costs and expenses, including attorney's fees and court costs, incurred by reason of the lien.

7. CONDEMNATION

7.1. CONDEMNATION OF COMMON AREAS

If all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association. If the portion of the Common Area so taken or conveyed was improved in any way, then the Association shall repair, rebuild, replace or renovate the improvements so taken, to the extent practicable, on the remaining lands included in the Common Area that are available, in accordance with plans approved by the Board of Directors. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and, in the opinion of the Board of Directors, such deficiency cannot or should not be funded from a reserve fund or regular Assessments, the Board of Directors may levy a special assessment against all Units in accordance with the procedure set forth herein.

8. GENERAL PROVISIONS

8.1. AMENDMENTS BY ASSOCIATION

Amendments to this Declaration, other than those corrective amendments authorized by Section 8.2 hereof, shall be approved by a majority of the Board of Directors and adopted by a vote of Units representing not less than two thirds (2/3) of the Total Assessment Shares. Written notice of the proposed amendment shall be given to the Board of Directors and shall contain a general description of the proposed amendment and the purpose of the proposed amendment. Upon approval of the proposed amendment by the Board of Directors, the proposed amendment shall be submitted to a vote of all Unit Owners, which vote may occur in any manner permitted by the Bylaws of the Association. No amendment that reasonably could be construed to impose a greater economic or legal burden on Declarant than exists under the then current provisions of this Declaration shall be valid unless it is approved, in writing, by Declarant, and no amendment of the Declaration that is contrary to this statement shall be valid.

8.2. CORRECTIVE AMENDMENTS BY DECLARANT

Notwithstanding any other provision herein or in the Bylaws, Declarant may amend this Declaration without the consent of the Association, any Owner, or any mortgagee or lienholder if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Declaration into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination that is in conflict with this Declaration; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any Units subject to this Declaration; (iii) enable any mortgagee to make mortgage loans on any Unit or other improvements subject to this

Declaration; (iv) enable any governmental agency (including, without limitation, HUD or VA) or private mortgage insurance company to provide or insure mortgages on the Units subject to this Declaration; (v) enable any insurer to provide insurance required by this Declaration; or (vi) clarify any provision of this Declaration or eliminate any conflict between provisions of this Declaration.

8.3. VETO OF DECLARATION AMENDMENT BY HUD OR VA

As long as both (i) the Declarant and any Affiliate have a Controlling Interest in the Association **and** (ii) any Unit is financed or insured by HUD or VA, HUD or VA shall have the right, after consultation with the Board of Directors, to veto any amendment to the Declaration that is inconsistent with established HUD or VA rules or regulations. If written notice of a proposed amendment is given by the Board of Directors to HUD or VA, with a statement that HUD or VA may have the right to veto such amendment, written notice of disapproval or any request for further consultation is requested within fourteen (14) days of receipt of the notice, and no written waiver, notice of disapproval or request for consultation is received by the Board of Directors within such period, then the Board of Directors may deem any right to veto to be waived.

8.4. AMENDMENT OF BYLAWS

Bylaws shall be amended as set forth in the Bylaws, provided that such amendments are consistent with this Declaration.

8.5. ENFORCEMENT

Each Owner and all Persons constituting an Owner shall comply strictly with this Declaration, the Bylaws and the published rules and regulations of the Association adopted pursuant to this Declaration, as they may be lawfully amended from time to time. Failure to comply shall be grounds for imposing fines by the Association, and for instituting actions to recover sums due, for damages, and/or for injunctive relief or specific performance. Such actions shall be maintainable by the Association, the Declarant, or, in a proper case, by an aggrieved Owner. The Board of Directors shall have the right to initiate such action by the Association. Failure on the part of Declarant, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall not be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to any violation or breach occurring prior to subsequent thereto. No right of action shall accrue in favor of nor shall any action be brought or maintained by any Person against Declarant or the Association for or on account of any failure to bring an action on account of any purported or threatened violation or breach by any Person of the provisions of this Declaration, the Bylaws or any rules and regulations of the Association.

8.6. ATTORNEYS' FEES AND COSTS

In any suit or action brought by the Declarant or the Association to enforce any of the provisions of the Declaration or the Bylaws, the Declarant or the Association shall be entitled to recover from the Person(s) violating the Declaration or the Bylaws its costs, disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.

8.7. DURATION

The provisions of this Declaration shall run with the land and be binding upon the title to the Property, shall be binding upon and inure to the benefit of all Owners, the Declarant, the Association, all mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and successors in title, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided any rights and easements that are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed for unlimited successive ten (10) year periods, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) period or the last year of any ten (10) year renewal period, Units representing at least seventy-five percent (75%) of the Total Assessment Shares, as defined in Section 6.1.4., vote to terminate this Declaration. If this Declaration is terminated, an instrument evidencing such termination shall be filed of record in the records of the Register of Deeds for Richland County, South Carolina, such instrument to contain a certificate wherein the President of the Association affirms that such termination was duly adopted by the requisite number of votes. No termination of this Declaration shall be enforceable or valid if the Declarant owns a Controlling Interest unless Declarant consents in writing to the termination.

8.8. PERPETUITIES

If any of the covenants, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of President George Bush.

8.9. INTERPRETATION

This Declaration shall be construed in accordance with the laws of the State of South Carolina. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if

necessary, they shall be so extended or enlarged by implication as to make them fully effective. The captions herein as to the contents of various portions of the Declaration are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular provisions to which they refer. The effective date of this Declaration shall be the date of its filing for record in the office of the Register of Deeds for Richland County, South Carolina.

8.10. GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, limited liability companies or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

8.11. SEVERABILITY

The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Unit, and may not be severed or alienated from such ownership. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provisions that can reasonably be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

8.12. RIGHTS OF THIRD PARTIES

This Declaration shall be recorded for the benefit of Declarant, Owners, the Association, and their mortgagees, and by such recording, no other Person, including any adjoining property owner, shall have any right, title or interest whatsoever in the Property except as expressly provided herein, or in the operation of the Association or the Common Area or in the enforcement of any of the provisions hereof, and subject to the rights of Declarant and mortgagees herein provided.

8.13. NOTICE OF SALE, LEASE OR MORTGAGE

If an Owner sells, leases, mortgages, or otherwise disposes of any Unit, the transferring Owner shall promptly furnish to the Association, in writing, the name and address of such purchaser, lessee, mortgagee, or transferee.

8.14. NOTICES

Notices required hereunder shall be deemed given when in writing and delivered by (a) hand, (b) private or public carrier that provides written evidence of delivery, with

delivery charges prepaid, (c) if within the United States, three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid, or (d) registered or certified mail, return receipt requested, postage prepaid, in which event receipt shall be the date the receipt is signed.

All notices to Owners shall be delivered or sent to such address as has been provided by proper notice, or if no address had been so specified, then at the address of any completed Residential Unit owned by such Owner or at the address then shown as that of the Owner on the property tax records.

All notices to the Association shall be delivered or sent in care of the Association at:

c/o Canterbury Park at Lake Carolina Association, Inc.,
Address: 96 Lake Carolina Blvd., Columbia, SC 29229

or to such other address as the Association may from time to time specify by proper notice.

All notices to Declarant shall be delivered or sent in care of Declarant at:

c/o Lake Carolina Development, Inc.
Address: 96 Lake Carolina Blvd., Columbia, SC 29229

or to such other address as Declarant may from time to time specify by proper notice.

All notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify by proper notice to the Association.

8.15. SUCCESSORS AND ASSIGNS

Except where expressly stated to the contrary and without the necessity of separately so stating at every reference herein, all provisions herein shall be binding upon and inure to the benefit of the Declarant, the Association, and Owners and their respective heirs, legal representatives, successors, assigns and successors in title.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this ^ day of June 25, 2002.

LAKE CAROLINA DEVELOPMENT, INC.

WITNESSES:

[Signature]
[Signature]

BY: [Signature]
ITS: President

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF RICHLAND

I, Magda R. Mitchell, the undersigned Notary Public for the State of South Carolina, do hereby certify that Henry B. Munn, as President (title) of Lake Carolina Development, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing Declaration.

Witness my hand and official seal this ____ day of June 25, 2002.

[Signature]
Notary Public for South Carolina

(SEAL)

My commission expires: My Commission Expires August 3, 2005

EXHIBIT A

PROPERTY DESCRIPTION

ALL those pieces, parcels and tracts of land situate, lying and being in Richland County, State of South Carolina, containing 18.16 acres, more or less, and being fully shown and delineated on a plat of survey made by U.S.Group, Inc, titled "Canterbury Park Phases 1 and 5 at Lake Carolina," dated June 13, 2002, and recorded in Plat Book 677 at page 353 in the Office of the Register of Deeds of Richland County, South Carolina.

SAID tracts of land having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

BEING the same or a portion of the property conveyed to the Declarant by deed from LandTech Columbia, LLC, dated June 14, 2002, and recorded in Book 674 at page 806, in the Office of the Register of Deeds of Richland County, South Carolina.

Being TMS #23200-01-20

EXHIBIT B

BYLAWS OF

CANTERBURY PARK AT LAKE CAROLINA ASSOCIATION, INC.

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EXHIBIT B**BYLAWS OF
CANTERBURY PARK AT LAKE CAROLINA ASSOCIATION, INC.**

A South Carolina Nonprofit Mutual Benefit Corporation

Pursuant to the provisions of the South Carolina Nonprofit Corporation Act, the Board of Directors of Canterbury Park at Lake Carolina Association, Inc., a South Carolina nonprofit mutual benefit corporation, has adopted the following Bylaws for such corporation.

1. NAME AND PRINCIPAL OFFICE***1.1.Name of Corporation.***

The name of the nonprofit corporation is "Canterbury Park at Lake Carolina Association, Inc.", hereinafter referred to as the "Association".

1.2.Location of Offices.

The principal offices of the Association shall be in South Carolina.

2. DEFINITIONS USED IN BYLAWS***2.1.Definitions Used In Bylaws.***

Except as otherwise provided herein or required by the context hereof, all capitalized terms used herein and defined in the Declaration of Covenants, Conditions and Restrictions for Canterbury Park at Lake Carolina Association, recorded in the office of the Register of Deeds for Richland County concurrently with these initial Bylaws, and all amendments or Supplemental Declarations thereto filed for record from time to time in the Office of the Register of Deeds for Richland County, South Carolina (hereinafter referred to as the "Declaration"), shall have such defined meanings when used in these Bylaws.

3. MEMBERSHIP IN ASSOCIATION***3.1.All Owners Are Members.***

Each Owner of a Lot or Residential Unit (as defined in the Declaration) shall be a Member of the Association. The rights and authority of Members are limited to the extent set forth in the Declaration or these Bylaws.

3.2. Notice of Ownership.

In order to confirm Membership, upon purchasing a Unit in property at Lake Carolina that is subject to the Declaration, the Owner of such Unit shall promptly furnish or cause to be furnished to the Association a legible copy of the instrument conveying ownership to the Owner, which copy shall be maintained in the records of the Association.

3.3. Voting by Members.

In those instances in which the Members have the right to vote, each Owner of a Unit (a Residential Unit on a Lot, or a Lot on which no Residential Unit currently exists) shall have one (1) vote for each Residential Unit or Lot that such Member owns. The Owner of a Residential Unit shall not have a separate vote for the Lot on which the Residential Unit is located.

3.4. Authority of Person Voting.

The Board shall have the authority to determine, in its sole discretion, whether any person claiming to have authority to vote for a Member has such authority. If the Member is a corporation, partnership, limited liability company, trust, or similar entity, the Association may require the person purporting to vote for such Member to provide reasonable evidence that such person (the "Representative") has authority to vote for such Member. Unless the authority of the Representative is challenged in writing at or before the time of voting, or is challenged orally at the time of voting, however, the Association may accept such Representative as a person authorized to vote for such Member, regardless of whether evidence of such authority is provided.

4. BOARD OF DIRECTORS

4.1. General Powers of Board.

The Board of Directors shall manage the property, affairs, and business of the Association. The Board may exercise all of the powers of the Association, whether derived from law, the Declaration, the Articles of Incorporation, the Rules and Regulations, or these Bylaws, except such powers as are expressly vested in another Person by such sources. As more specifically set forth in the Declaration, the Board shall constitute the final administrative authority of the Association, and all decisions of the Board shall be binding upon the Association. The Board may by written contract delegate, in whole or in part, to a Management Agent, such of its duties, responsibilities, function, and powers, or those of any officer, as it determines are appropriate.

4.2.Number, Tenure, and Qualifications.

4.2.1 For so long as Declarant has a Controlling Interest, the Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, as determined and designated by Declarant from time-to-time. Such Directors need not be Members.

4.2.2. At such time as the Declarant no longer has a Controlling Interest, or such earlier time as the Declarant records a Supplemental Declaration waiving its authority to determine and designate the Board, the successor Board shall be selected as follows:

A. The successor Board shall consist of not less than three (3) nor more than five (5) Persons. It is not necessary that a Director be a Member. The current Board of the Association shall constitute a Nominating Committee to nominate competent and responsible Persons to serve as Directors of the Association. The President or Secretary of the Association shall cause notice to be given to all Members that a meeting shall be held at a designated time and place in Richland County not earlier than seven (7) days after the date such notice is given for election of Directors. The notice shall contain the names of those persons recommended by the Nominating Committee, but shall note that Members may make other nominations at the meeting.

B. At the meeting and each subsequent election of Directors, each Member shall be entitled to cast, personally or by written proxy in form approved by the then-existing Board, such votes as are permitted by Section 3.3.

C. After giving the Members (or proxy holders) attending such meeting the opportunity to nominate other Persons, with a second by another Member or proxy holder, the Directors shall be elected by written secret ballot. Each Member shall be authorized to cast as many votes as the number of Directors to be elected. (**Example:** If three Directors are being elected, then the Member may vote for three nominees. If the Member owns two Units, then the Member may cast two votes for three nominees.) Those nominated Persons receiving the highest number of votes shall be the Directors.

D. In subsequent elections for Directors, the same procedure as set forth above shall be followed.

4.3.Annual and Regular Meetings.

The first meeting of the Board of Directors shall be held within one (1) year from the date of incorporation of the Association. Subsequent annual meetings shall be set by the Board so as to occur no later than ninety (90) days after the close of the

Association's fiscal year, provided that the date for such annual meeting may be deferred by the Board of Directors. Regular meetings of the Board of Directors shall be held on such dates as the Board of Directors may determine.

4.4.Special Meetings.

Special meetings of the Board may be called by or at the request of two Directors, or if there are only two Directors, then any Director. The Director(s) calling a special meeting of the Board may fix any place within Richland County, South Carolina (or such other place as is approved by all Directors) as the place for holding such a meeting. Except as otherwise required or permitted by the South Carolina Nonprofit Corporation Act, notice of any special meetings shall be given at least two (2) days prior thereto. Notice shall be in accordance with the procedure set forth in Section 10.1, provided that notice may also be given by facsimile transmission if the Director given such notice has provided a facsimile number to the Association and the sender receives a written electronic receipt or other written confirmation of receipt. Any Director may waive notice of a meeting by doing so in writing.

4.5.Quorum, Telephonic Meetings and Manner of Acting.

A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Upon approval of a majority of the Board, a meeting may be conducted by any electronic means that permits all participating Directors to communicate simultaneously (such as a telephone conference call). The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such.

4.6.Compensation of Directors.

No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Directors.

4.7.Resignation and Removal.

A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause, by

proper action of the Person(s) having the right to designate or elect Directors at the time of removal (see Sections 4.2.1 and 4.2.2, above).

4.8. Vacancies in the Board.

If a vacancy occurs in the Board by reason of the death or resignation of a Director, then such vacancy shall be filled by vote of the remaining Directors. If a vacancy occurs in the Board by reason of removal, then such vacancy shall be filled solely by vote of the Person(s) then having the right to designate or elect Directors (i.e. by the Declarant or the Members, as set forth in Sections 4.2.1 and 4.2.2, above). Any Director designated or appointed to fill a vacancy shall serve for the unexpired term of his predecessor.

4.9. Informal Action by Directors.

Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

5. OFFICERS OF ASSOCIATION

5.1. Types of Officers.

The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time appoint.

5.2. Election, Tenure, and Qualifications.

The officers of the Association shall be chosen by the Board at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any subsequent regular or special meeting of the Board. Each officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one individual may hold two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No individual holding two or more offices shall act in or execute any instrument in the capacity of more than one office. It is not necessary that an officer be a Director or a Member.

5.3. Subordinate Officers and Agents.

The Board may from time to time appoint such other officers or agents as it deems advisable, each of whom shall have such title, hold office for such periods, have

such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. It is not necessary that a subordinate officer or agent be a Director or an Owner.

5.4. Resignation and Removal.

Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.5. Vacancies and Newly Created Offices.

If any vacancies shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular special meeting.

5.6. Duties of the President.

The President shall preside at meetings of the Board and at meetings of Members called by the Association. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him; provided that the Board may authorize other officers or Persons to act on specific matters by proper resolution of the Board.

5.7. Duties of the Vice President.

The Vice President shall preside in the absence of the President and shall do and perform all other acts and things that the Board may require of him.

5.8. Duties of the Secretary.

The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.9. Duties of the Treasurer.

The Treasurer shall have custody and control of the funds of the Association,

subject to the action of the Board, and shall, when requested by the President or the Board to do so, report the state of the finances of the Association. He shall perform such other duties as the Board may require of him.

5.10. Compensation of Officers.

No officer shall receive compensation for any services that he may render to the Association as an officer; provided further, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be additionally compensated for services rendered to the Association other than in their capacities as officers.

6.COMMITTEES OF ASSOCIATION

6.1.Designation of Committees.

The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall consist of such number as the Board shall determine. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Association other than in their capacities as committee members. It is not necessary that a committee member be a Director, an officer or a Member of the Association.

6.2.Proceedings of Committees.

Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board. Unless expressly delegated to the committee by the Board, the power and authority of each committee shall only be to make recommendations to the Board, which shall have the final decision whether to take any action or not.

6.3.Quorum and Manner of Acting.

At each meeting of any committee designated hereunder by the Board, the presence of committee members constituting at least a majority of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the committee members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the

individual committee members thereof shall have no powers as such.

6.4. Resignation and Removal.

Any committee member designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5. Vacancies in Officer Positions.

If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining committee members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

7. INDEMNIFICATION OF ASSOCIATION REPRESENTATIVES

7.1. Indemnification Generally.

The Association shall indemnify any Person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding (including a proceeding brought by the Association) whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, officer, employee, or agent of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement in connection with such action, suit, or proceeding, if the indemnified Person (a) acted in good faith, without fraudulent intent or gross negligence (or, if the action is brought by the Association, without negligence or breach of any contractual or fiduciary obligation to the Association), and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgement, order, or settlement, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2. Criteria for Determination.

To the extent that a Director, officer, employee, or agent of the Association prevails, on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 7.1, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.1 hereof shall be made by the Association only upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.1 hereof. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors excluding the Person whose indemnification is being considered.

7.3. Advances of Legal Expenses.

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board (excluding the Person whose indemnification is being considered) and upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

7.4. Scope of Indemnification.

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Declaration, Articles of Incorporation, or agreements, or by vote of disinterested Members of Directors, or pursuant to applicable law. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such Persons who cease to be Directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and legal representatives of all such Persons.

7.5. Insuring of Association Representatives.

The Association may purchase and maintain insurance on behalf of any Person who was or is a Director, officer, employee, or agent of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the Bylaws or the laws of the State of South Carolina, as the same may hereafter be amended or modified.

7.6. Payments and Premiums.

All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Expenses of the

Association and shall be paid with funds of the Association.

8. FISCAL YEAR AND SEAL

8.1. Fiscal Year Defined.

The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.2. Seal of Association.

The Board may by resolution provide a corporate seal that shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Seal" or "Corporate Seal."

9. RULES AND REGULATIONS

9.1. Rules and Regulations.

The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Master Declaration, the Declaration, these Bylaws, or applicable law. Without limitation, such rules and regulations may include establishment of reasonable fees for guests or for special use of facilities in the Common Area, definition of the times and conditions of use of facilities in the Common Area and reasonable charges or fines for failure to observe the terms of this Declaration or the rules and regulations. Upon request of any Owner, such Owner shall be provided a copy of the rules and regulations or the Declaration, provided that the Board may charge a reasonable fee to cover any reproduction, mailing or administrative costs involved.

10. NOTICES TO PARTIES

10.1. Notice Procedure.

Notices required hereunder shall be deemed given when in writing and delivered by (a) hand, (b) private carrier that provides evidence of the date of delivery, with delivery charges prepaid, (c) if within the United States, three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid, or (d) registered or certified mail, return receipt requested, in which event delivery shall be the date that the receipt is signed. Notices to Directors may also be sent by facsimile, in which event delivery shall be the date of written electronic or other written confirmation of receipt.

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Notices to Members shall be delivered or sent to such address as has been provided by proper notice to the Association, or if no address has been provided, then at the address of any completed Residential Unit owned by such Member, or at the address then shown as that of the Owner on the property tax records.

All notices to the Association shall be delivered or sent in care of the Association at:

c/o Canterbury Park at Lake Carolina Association, Inc.
1401 Main Street, Suite 825, Columbia, SC 29201

or to such other address as the Association may from time to time specify by proper notice to the Owners.

11.AMENDMENT OF BYLAWS

11.1. Amendment by Association.

The Bylaws may be amended in one of two ways:

11.1.1. The Bylaws may be amended by a vote of not less than two thirds of the then-existing Board of Directors. Notice of the proposed amendment shall be given to the Board in writing by a Director proposing the amendment and the notice shall contain a general description of the proposed amendment and the purpose of the proposed amendment.

11.1.2. Alternatively, the Bylaws may be amended after (a) approval of the proposed amendment by a majority of those members of the Board at which a quorum exists, and (b) a vote of the Units representing a majority of the Total Assessment Shares then existing, as set forth in the Declaration. Notice of a meeting of the Association to vote on the proposed amendment(s) shall to be given to Owners in the same manner that a notice is given for election of Directors, as set forth in Section 4.2.2 above. The notice shall contain a general description of the proposed change and purpose of the proposed change. No amendment shall be valid if it is not approved by the Directors or if it is substantially and materially different from that set forth in the notice.

11.1.3. At such time as Declarant no longer has a Controlling Interest, no amendment to the Bylaws that imposes a greater economic or legal burden on Declarant than exists under the current provisions of the Declaration or Bylaws shall be valid unless it is approved, in writing, by Declarant.

11.2. Amendment by Declarant.

Declarant may amend the Bylaws without the consent of the Association, the

Board, any Owner or any mortgagee if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Bylaws or the Declaration into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination that is in conflict with the Declaration or the Bylaws; (ii) enable any title insurance company to issue title insurance coverage with respect to any Units subject to the Declaration; (iii) enable any mortgagee to make mortgage loans on any Unit or other improvements subject to the Declaration; (iv) enable any governmental agency or private mortgage insurance company to insure mortgages on the Units subject to the Declaration; (v) enable any insurer to provide insurance required by the Declaration; or (vi) clarify any provision of the Bylaws or the Declaration or eliminate any conflict between provisions of the Bylaws and/or the Declaration.

EXHIBIT C

CANTERBURY PARK AT LAKE CAROLINA: RULES AND REGULATIONS

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EXHIBIT C

CANTERBURY PARK AT LAKE CAROLINA: RULES AND REGULATIONS

In addition to any other covenants, conditions, restrictions, easements, rules and regulations, policies, procedures or standards that apply to the Property under the Declaration ("Declaration") of Canterbury Park at Lake Carolina Association, Inc. ("Association"), the Master Declaration ("Master Declaration") of the Lake Carolina Master Association, Inc. ("Master Association") applicable deeds, or by law, the following rules and regulations ("Rules and Regulations") are imposed on the Property pursuant to Section 5.3 of the Declaration. The term "Declarant" below means Lake Carolina Development, Inc., its successors and assigns.

1. Residential Use of Properties. All Units (which are defined by the Declaration as a Lot or Residential Unit on the Lot) shall be used solely for residential purposes. No business or business activity shall be carried on upon any Unit at any time; provided, however, that (a) nothing herein shall prevent Declarant or any builder of any homes on the Property from using any Unit owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of the Property and (b) to the extent allowed by applicable zoning laws, a private office may be maintained in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, does not involve any exterior signage or advertising of the Unit as a place of business, and does not contribute to parking, traffic or security problems, all in the opinion of the Board of Directors of the Association or the Board of Directors of the Master Association.

2. Number of Units. Only one (1) Residential Unit shall be built upon any Lot.

3. Development Guidelines. In addition to the provisions herein, all development with the Property shall comply with the Development Guidelines for Lake Carolina as issued by Lake Carolina Development, Inc., as amended from time to time in accordance with the Master Declaration (the "Development Guidelines"). Authority for enforcement of the Development Guidelines is vested in the Development Review Board (the "Development Review Board") established by the Master Association. (Also see Section 4, below.)

4. Review of Architectural Plans and Development Activities.

A. The Master Declaration contains provisions regarding review of plans for residences and other Development Activity. As a convenience, a copy of Section 2.4 of the Master Declaration dealing with such matters is attached hereto and incorporated herein as Appendix C-1. Section 2.3 and the Development Guidelines are subject to change, however, so an Owner should confirm that the provisions of Appendix C-1 are still current.

B. In addition to the policies and procedures of the Master Association set forth in

Appendix C-1, the Board of Directors of the Association may establish and enforce additional rules and regulations relating to review of Development Activity (as defined in Appendix C-1) that are not inconsistent with the Master Declaration. Any such additional rules and regulations that currently exist are attached hereto and incorporated herein as Appendix C-2.

C. Neither the Declarant, the Board of Directors, the Board of Directors of the Master Association, the Association, the Master Association, any architectural review entity that is established pursuant to the Declaration or Master Declaration, nor any Person who is a member of any of such entities, shall be responsible or liable in any way for any defects in any plans or specifications approved, or for any structural defects in any work done according to such plans and specifications. Further, such Persons shall not be liable for damages to any Person submitting plans or specifications for approval under this Section, or to any Person affected by such plans, specifications, approval or disapproval as a result of mistake of judgment, negligence or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications.

5. Residence Size. The enclosed living area of the main structure of a Residential Unit (exclusive of open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,200 square feet for Lots 1 - 78 and 1800 square feet for Lots 79 -129, as measured from the inside of the perimeter walls of the main structure.

6. Compliance With Ordinances and Restrictions. Each building or structure erected on any Lot shall be located in accordance with applicable zoning, building, setback and similar development standards ordinances of the Richland County, South Carolina, and in accordance with the restrictions and requirements contained herein. Whichever ordinance, restriction or requirement is more restrictive shall apply.

7. Setbacks. Any building or structure (other than subordinate structures that are normally placed between the front of a residence and a street, such as entry lighting standards, utility junction boxes and transformers, mailboxes, etc.) shall be set back at least fifteen (15) feet (for Lots 1-78) or thirty (30) feet (for Lots 79-129) from any public or private street right-of-way on which it fronts; provided, however, that (a) exceptions may be granted by the Development Review Board as to corner Lots and Lots on cul-de-sacs and (b) in order to preserve trees, improve storm drainage, achieve aesthetic goals, improve vistas, or similar purposes, the Development Review Board may require a greater setback or propose a lesser setback. If a lesser setback is proposed that would require a variance from Richland County, the Development Review Board may require an Owner to seek such a variance, but, in such event, the Association shall pay any fee charged by Richland County for processing such variance application. For the purpose of determining compliance with setback requirements, roof eaves and steps that extend from the first living level of the outside wall of a structure to the finished grade of the Lot shall not be considered a part of the structure. The Development Review Board, in its sole discretion, may permit other exceptions, such as on-grade terraces, stoops or similar ancillary

exterior extensions of the structure. Any such exception shall be in writing.

8. Buffers, Lagoons, Drainage Areas, etc. All buffer areas shown on any recorded plat as part of a Lot shall be maintained by the Owner thereof as a planted and landscaped area unless otherwise indicated on the recorded plat. No building or structure that is not indicated on the recorded plat shall be constructed in the buffer area and no parking, storage area or other use that is not indicated on the recorded plat may be maintained therein unless approved in writing by the Development Review Board of the Master Association. No buffer area maintained by the Association or Master Association shall be disturbed in any way by an Owner without the express written permission of (i) the Association and the Master Association, if the buffer area is maintained by the Association, or (ii) the Master Association, if the buffer area is maintained by the Master Association. The Owner of any Lot bordering any drainage easement shall neatly maintain, prune, and, if appropriate, mow, the area between the edge of any drainage easement and the Lot unless the Association or the Master Association notifies the Owner, in writing, that it will maintain such area. The Association or Master Association may, in its sole discretion, elect to maintain some or all of such area as an Area of Common Responsibility. No waste, garbage or wastewater shall be discharged, dumped or otherwise placed in any lake, lagoon, canal or drainage easement except as may be expressly approved in writing by the Board of Directors of the Master Association and in accordance with any applicable law.

9. Exterior Maintenance. Each Owner shall maintain the exterior of the Unit in a neat, orderly, safe and aesthetically attractive condition. The areas to be so maintained include, but are not limited to, paint or stain, roofs, gutters, downspouts, chimneys, vents, heating and air conditioning systems, fences, walls, shutters, mailboxes, driveways, walks, lighting, exterior building surfaces, lawns, trees and landscaping. The owner of a Lot shall keep the Lot free of all tall grass and weeds, undergrowth, dangerous or dead trees and tree limbs, trash and rubbish, and stored materials.

10. Height. No building or structure shall exceed three (3) stories in height or be in excess of thirty-five (35') feet in height. "Height" shall be measured from finished exterior grade adjacent to the structure's front entry. Unless otherwise expressly permitted in writing by the Development Review Board, elements of the structure that are excluded from height limitations by applicable ordinances of Richland County (e.g. chimneys) are also excluded for the purposes of this provision.

11. Subdivision of Lots. No Lot shall be subdivided unless approved by the Board of Directors of the Master Association. Two or more Lots (or one Lot and part of another Lot) may be combined to form a fewer number of Lots so long as any resulting Lot(s) meet(s) all subdivision and zoning requirements and such combination is approved by the Board of Directors of the Master Association. After combination, any easements along side Lot lines between the combined Lots shall be deemed automatically abandoned unless, at the time of combination of the Lots (a) a utility line or similar use is located within the easement area, or (b) it is likely that a utility line or similar use shall subsequently be

required through such easement area, or (c) the Owner of the combined Lot containing such easement records a document in the Office of the Register of Deeds for Richland County confirming that the easement is not abandoned. The Owner of any combined Lot shall be responsible for all costs and expenses of removing or relocating any utility located along or adjacent to any side Lot line being abandoned. After combination of the Lots, the structural setback, utility easements and similar building line requirements shall apply as though the combined Lots are a single Lot. The combination of Lots shall not reduce the Assessments allocable to the combined Lots. After combination of the Lots, the Owners combining lots shall apportion their respective shares of the Assessments attributable to the Lot(s) being combined in the same percentage as that portion of the combined Lot(s) bears to the total Lots combined. For example, if two Lot owners each buy one half of a Lot to combine with their original Lots, each Owner shall pay one half of the Assessments allocable to the divided Lot, plus the normal Assessments for the original Lot.

12. Walls and Fences. Unless approved by the Development Review Board, no fence or wall shall be erected, placed, or altered on any Lot that is nearer to any street than the front third of the Residential Unit, measured from the front corner of the Residential Unit. For example if the Residential Unit is sixty feet deep, the fence may be no closer than twenty (20) feet behind the front corner of the Residential Unit. This restriction shall not apply to a retaining wall that does not extend more than six (6) inches above the finished grade elevation of the earth so retained, reinforced or stabilized. The exposed part of such retaining walls and any other approved walls shall be made of brick, stucco over masonry, treated railroad ties or landscaping timbers, natural stone or other materials approved in writing by the Development Review Board. Chain link fences are prohibited. In order to permit proper maintenance, unless expressly approved in writing by the Development Review Board, no fence or wall shall be closer than fifteen (15) feet (as measured horizontally) from the normal high water mark of any lagoon, lake, or drainage ditch or easement, or preclude access to any common utility line or facility.

13. Accessory and Temporary Structures. No accessory building or structure other than a garage of similar design features and materials as the main Residential Unit shall be permitted unless expressly approved in writing by the Development Review Board. No shed, tent or temporary structure shall be erected or maintained on a Lot except as may reasonably be required, in the opinion of the Development Review Board, for purposes incidental to the construction, maintenance or repair of improvements on the Lot or approved nearby Property, and such structures are promptly removed upon completion of the construction, maintenance or repair. Unless approved in writing by the Board of Directors of the Master Association, no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently. All approved temporary structures shall be neatly maintained during the permitted period of use.

14. Parking and Driveways. The Owner of each Lot shall provide usable parking spaces on the Lot for the greater of (a) at least two (2) vehicles, or (b) the number of vehicles

normally parked on the Lot by occupants of the Residential Unit on the Lot. All driveways, parking spaces and entrances to garages shall be of concrete or such other substance of a uniform quality that (i) conforms to the Development Guidelines and (ii) is approved in writing by the Development Review Board. The number of vehicles parked on a Lot shall not exceed the number of parking spaces on such Lot that are available for parking. All parking shall be within areas specifically designed for parking. No overnight parking shall be permitted on streets and no parking shall be permitted on streets at other times unless expressly approved in writing by the Board of Directors of the Master Association. No unlicensed vehicle; house trailer; mobile home; boat; boat trailer; camper; habitable motor vehicle; bus; truck or commercial vehicle over one (1) ton capacity; vehicle bearing a prominent commercial logo or lettering; or any inoperable vehicle shall be stored or parked overnight on a Lot except within an enclosed garage, or when otherwise screened from view from adjacent Lots or streets in a manner approved in writing by the Development Review Board of the Master Association.

15. Garages. Garage doors shall be closed except when vehicles are entering or exiting the garage, or when a permitted activity with the garage requires that the garage door be temporarily open for ventilation, light or access. Garages shall be used only for parking permitted vehicles and other activities permitted by the Declaration and law that do not interfere with the primary purpose of parking vehicles.

16. Changing Elevations. No Owner shall excavate or extract earth from a Lot for any business or commercial purpose. This restriction shall not apply to any excavation that may occur by the Declarant or a builder of a home on a Lot for the purpose of providing required storm water retention capacity for the Lot or the Property or for removing materials that are unsuitable for construction purposes; provided that the responsible entity shall regrade and/or fill the excavated area as may reasonably be required so that the result is aesthetically acceptable. No elevation changes shall be permitted that materially affect the surface grade of an adjacent Lot or cause additional storm water to be discharged over such adjacent Lot, unless approved in writing by the Development Review Board.

17. View Obstructions at Street Intersections. No structure, tree branches, or other vegetation shall be permitted to obstruct the view of an operator of a motor vehicle, pedestrian, or bicyclist at a street intersection. As a general rule, such obstructions shall be prohibited within that area that lies within the approximately triangular space created by the intersection of the outside of the travel surfaces of any two streets, and extending twenty (20) feet along the edge of each street (i.e. a right triangle that is twenty (20) feet in length from the point of intersection). The Development Review Board may require a greater view angle at key intersections. The Owner of a Lot shall be responsible for pruning all vegetation within his Lot that would create an unauthorized obstruction and the Association also shall have an easement to remove any unauthorized obstruction.

18. Delivery Receptacles and Lot Identification Markers. The Development Review Board shall have the right to issue specifications for and/or approve as to location, color, size,

design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similar delivered materials; property identification markers; and name signs.

19. Completion of Construction. The Board of Directors of the Association or Master Association shall have the right, but not the obligation, to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any Residential Unit or structure not completed within one (1) year from the date of commencement of construction.

20. Animals and Pets. No animals, livestock, reptiles, fowl or poultry shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are housed within the Residential Unit or any accessory structure that has been expressly approved by the Development Review Board in writing. Such household pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog that is clearly audible on another Lot shall be a nuisance. Such household pets shall be maintained within the Lot of the Owner and it shall be considered a nuisance if such pet is allowed to go upon another Owner's Lot or to be upon the streets or other Common Areas or Area of Common Responsibility unless under leash or carried by the Owner. No pet shall be permitted to leave its excrement on any portion of the Common Areas or Area of Common Responsibility or the Lot of another Owner and any Owner of such pet shall immediately remove the same. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner of the pet to remove such pet from the Property.

21. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Unit, nor shall anything be done thereon that is or may become an annoyance or nuisance to the Owners of other Units within the Property or the Park West community. Without limiting the generality of this provision, no exterior speakers, horns, whistles, bells or other sound devices that emit sounds that are audible on other Lots shall be located within the Property, except security and fire alarm devices or other devices expressly approved in writing by the Board of Directors of the Master Association.

22. Signs. No signs are permitted except those that are consistent with the Development Guidelines, are professionally designed and constructed; are either street signs or signs identifying the Property as a whole or a particular section within the Property; are required to comply with any law regarding zoning hearings, judicial sales or similar mandatory procedures; or advertise the availability of a Lot or Residential Unit thereon during the development and construction period. All signs during the construction and development period shall be subject to approval by the Development Review Board. No flashing, movable, or neon signage shall be permitted on the Property. No billboards or signs advertising "for sale" or "for rent", or similar wording shall be placed on any Unit or displayed on any Unit, unless the Development Review Board has approved such signs.

Then, such signs may be displayed but must conform to the guidelines as established by the Development Review Board.

23. Screening and Clotheslines: Unless otherwise expressly approved in writing by the Development Review Board, trash containers, pool equipment, solar heating panels, heating and air conditioning systems, and similar equipment shall be screened to conceal them from view of the naked eye of a person standing at existing grade on any neighboring Lot, street, or easement or buffer area containing pedestrian or bicycle paths. All fuel tanks and utility service lines connecting to the Residential Unit or other structures on the Lot shall be underground. Exterior clotheslines are prohibited.

24. Antennas and Satellite Dishes. No telecommunications, radio or television transmission or reception towers or satellite dishes or antennas shall be erected on any Unit unless it is (a) not more than two feet in height or diameter, (b) screened from view of the naked eye of a person standing at existing grade on any street fronting on the Lot or Unit, and (c) in a location approved in writing by the Development Review Board..

25. Garbage and Refuse Disposal. Trash, garbage or other waste shall be kept in closed, sanitary containers and, except during pickup periods, shall be kept inside the Residential Unit or within an enclosed or fenced service or storage area. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All service and storage areas shall be enclosed or fenced in such a manner that the materials within shall be screened from view of the naked eye of a person standing at existing grade on any neighboring Lot, street, or easement or buffer area containing pedestrian or bicycle paths. Garbage cans, trash containers, boxes, bags, and other trash or debris shall not be placed on the street until after 6:00 P.M. on the day before the date of pickup and all empty containers shall be removed by 6:00 P.M. on the date of pick-up.

26. Water, Sanitary and Storm Water Systems. Water shall be supplied and sanitary sewage and storm water shall be disposed of through such system(s) as may be specified by the Master Association. No Owner shall pump water from any lake or lagoon without the express written approval of the Master Association.

27. Model Homes. Declarant, as well as any builder of homes on the Property, shall have the right to construct and maintain model homes on any of the Lots.

28. Easements. In addition to any easements granted by the Declaration or Master Declaration, Units shall be subject to those easements, if any, shown on any recorded plat of the Property or a portion thereof that is approved by the Declarant.

29. Waivers of Rules and Regulations. The Board of Directors or Development Review Board may, for good cause, as determined in its sole discretion, waive violations of these Rules and Regulations that are not violations of the Master Declaration. Such waiver shall be in writing and either maintained for a reasonable period in the offices of the Association or recorded in the Office of the Register of Deeds for Richland County.

Nothing herein shall be deemed to allow the Board of Directors to waive violations that must be waived by an appropriate governmental authority.

30. Enforcement of Rules and Regulations. If an Owner fails to comply with these Rules and Regulations, the Association may take such action as the applicable Board of Directors determines is appropriate to enforce the Rules and Regulations or to remedy the problem caused by the Owner's failure to comply, in accordance with the Declaration. The Board of Directors shall give the non-complying Owner written notice of the nature of the violation and, if desired, the action that is required in order to cure the violation. Except in cases in which the Board of Directors determines that the violation constitutes a safety hazard, violation of law or an emergency situation, the Owner shall have seven (7) calendar days from the date of receipt of notice, or such additional time as may be authorized by the Board of Directors in writing, to cure the violation or to provide to the Board of Directors reasonable evidence that no violation exists. The Board of Directors of the Master Association shall also have the right to enforce these Rules and Regulations pursuant to the procedure set forth above.

31. Other Rules and Regulations. The Board of Directors may issue other Rules and Regulations from time to time.

APPENDIX C-1
EXCERPTS FROM MASTER DECLARATION: ARCHITECTURAL REVIEW

2.3. DEVELOPMENT AND ARCHITECTURAL REVIEW

2.3.1. Development Plan and Development Guidelines

Unless otherwise expressly permitted in writing by the Declarant, the Board of Directors, or the Development Review Board, Development and use of any portion of the Property shall be in accordance with a written Development Plan prepared by the Developer at its sole expense. The Development Plan shall be subject to the approval of the Declarant or the Development Review Board (as defined herein). The Development Plan shall be consistent with (a) the terms and density restrictions in the contract between the Developer (or its predecessor in interest) and the Declarant or LandTech Columbia, LLC, as applicable, and (b) those Development Guidelines for Lake Carolina that are issued by the Declarant from time-to-time (the "Development Guidelines"). The Development Plan shall include, without limitation, the number, size, location, and general characteristics of the lots, buildings, roads, utilities, paths and sidewalks, signage, street lighting, entrances and related landscaping, and other improvements to occur in the Parcel. No clearing, grading or excavation; removal or severe pruning of a tree having a trunk diameter greater than eight (8) inches at five (5) feet above surrounding grade; or construction of, or other structure on a Lot shall commence, and no modification thereto shall occur (such commencement or modification being cumulatively referred to as part of "Development"), until the Development Plan has been approved by the Declarant or the Development Review Board. If approved by the Declarant or Development Review Board, the submission of the elements of the Development Plan may occur in various stages as more details evolve. The review shall be in accordance with review procedures issued by the Development Review Board from time to time. The Development Review Board may delegate in writing some or all of its authority for Development review to any Person(s), including any subordinate Architectural Review Board (see next section).

2.3.2. Architectural Review of Specific Structures

Normally, design and construction details for a specific structure and related infrastructure on a specific platted lot (e. g. a residence, garage, fence or wall, pool, fountain, terrace, patio, deck, road, walkway, antennae, lighting, landscaping, etc.) shall be governed by the Development Guidelines and any architectural review standards that apply to the Parcel or subdivision in which the structure or infrastructure is located. The

structure or infrastructure shall be approved by the applicable architectural review entity for that Parcel or subdivision (an "Architectural Review Board"). If the Architectural Review Board fails to enforce the applicable architectural review standards properly, in the sole opinion of the Declarant or the Board of Directors, the Declarant or the Board of Directors may assume, in whole or in part, the authority of the Architectural Review Board. An Architectural Review Board may not impose a less restrictive standard than has been approved in the Development Plan unless expressly approved by the Declarant or the Development Review Board. Different Parcels may have residences and structures of different types, cost, quality, complexity, motifs, architectural concepts and density, and there shall be no requirement that the procedures and policies for review of all Development within the Property be identical, or that the architectural and/or landscape design standards for all Parcels be identical.

2.3.3. Development Review Board: Composition and Authority

As long as the Declarant has a Controlling Interest in the Property, the number of Persons composing the Development Review Board shall be determined by the Declarant or its designee. Thereafter, the number of Persons composing the Development Review Board shall be determined by the Board of Directors of the Association. A member of the Development Review Board need not be an Owner. The Development Review Board may also select and compensate such non-voting advisors or consultants as it may determine are useful in evaluating a submission for Development. The Development Review Board may, in its sole discretion, modify or waive established procedures and policies in order to deal with hardships determined to exist, or new or unique issues, or for other purposes determined by the Development Review Board to be in the best interests of the Property.

2.3.4. Enforcement

The Declarant, the Association, or the Development Review Board shall have authority to monitor Development and to halt or require modification of Development not executed in accordance with approved plans, established procedures, policies or standards, this Declaration, or the Rules and Regulations. Enforcement shall occur in accordance with Section 8.3 of this Declaration.

2.3.5. Obtaining Copy of Development Guidelines, Policies and Procedures

A copy of the current Development Guidelines and/or any current review procedures or policies that apply to a particular Parcel or portion of the Property shall be provided to any Owner by the Association upon written request to the Development Review Board, in care of the Association, as set forth in the notice provisions of this Declaration. The Association may charge a reasonable fee to cover the delivery, administrative and reproduction costs for so providing.

2.3.6.Fees for Review of Development Activity

The Board of Directors may establish a schedule of fees for review or inspection of Development in order to cover the reasonable costs to the Development Review Board or the Association regarding administrative and operating expenses, materials storage, consultation, site inspections; legal expenses, etc.

2.3.7.Deposits for Proper Performance of Development

The Board of Directors may establish a schedule of deposits to be paid by an Owner prior to commencing Development. The purposes of such deposits include, without limitation, to provide adequate funds to insure compliance with approved plans and conditions for Development, including required landscaping; to enforce applicable rules and regulations; to place trash containers at the site or to remove trash from the site; to enforce parking rules; etc. Upon completion of the Development, any unused deposits shall be refunded to the depositing Owner or its designee.

2.3.8.No Liability for Development Activity Review

Neither the Development Review Board, the Declarant, the Board of Directors, nor any Person who is a member of such entity, shall be responsible or liable for any defects in any plans or specifications approved by the Development Review Board, an Architectural Review Board, or any entity to which the Development Review Board has delegated responsibility, or for any structural defects in any work done according to such plans and specifications. Further, such Persons shall not be liable for damages to any Person submitting plans or specifications for approval under this Section, or to any Person affected by such plans, specifications, approval or disapproval as a result of mistake of judgment, negligence or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications.



ISO CLAIMSEARCH MATCH REPORT SUMMARY

A claim report identified by ClaimSearch identification number 3M006475337 was received by ISO ClaimSearch on 07/16/2024. Submission of this claim report initiated a search for similar claims. The claim(s) listed below appear(s) to be similar to the claim submitted. Reasonable procedures have been adopted to maximize the accuracy of this report. Independent investigations should be performed to evaluate the relevant data provided.

If you have any questions concerning your report, please contact Customer Support at (800) 888-4476.

INITIATING CLAIM INFORMATION

Claim Number:	853330GP	Date of Loss:	03/20/2024
Policy Number:	ACPBP013077689568	ISO File Number:	3M006475337

SUMMARY FOR EACH SEARCHABLE PARTY

SHIRLEY CASTILLO, CLAIMANT

No matches for this party

Coverage:	LIABILITY	Loss Type:	BODILY INJURY
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CANTERBURY AT LAKE CAROLINA, INSURED

No matches for this party

ISO CLAIMSEARCH MATCH REPORT DETAILS

Initiating Claim

File Number: 3M006475337

Company:	N01000509		
Claim Number:	853330GP		
Date/Time of Loss:	03/20/2024 00:00		
Policy Number:	ACPBP013077689568		
Policy Type:	COMMERCIAL LIABILITY BUSINESSOWNERS		
Inception Date:	07/19/2016	Expiration Date:	07/19/2024
Policy Renewed?:	YES		
Company Received Date:	07/11/2024		
ISO Received Date:	07/16/2024		
Loss Description:	CLMT WAS WALKING ON PUBLIC SIDEWALK WITHIN THE NEI		
Location of Loss:	100 SHERBORNE LN COLUMBIA, SC 29229-7376		

CANTERBURY000059

US

Involved Party:**CLAIMANT**

Name: SHIRLEY CASTILLO
Address: 207 SHERBORNE LN
COLUMBIA, SC 29229-7379
US
DOB: 1962
Gender: FEMALE
SSN: XXX-XX-5172

Casualty Coverage Information:

Coverage Type: LIABILITY
Loss Type: BODILY INJURY
Claim Status: OPEN
Adjuster Company: NATIONWIDE MUTUAL INSURANCE COMPANY
Adjuster: CONROY , KEVIN T
Adjuster Phone: (833) 685-3489
Alleged Injury / Property Damage: LFT ARM FRACTURE

Involved Party:**INSURED**

Business Name: CANTERBURY AT LAKE CAROLINA
Address: 1612 MILITARY CUTOFF RD STE 108
WILMINGTON, NC 28403-5741
US
Business Phone: (866) 672-2267

[back](#)[back](#)**Matching Claim**

Reason(s) for match: NAME
Insuring Company: HOMEOWNERS OF AMERICA INSURANCE CO
Claim Number: 202304290029
Date/Time of Loss: 04/29/2023
Policy Number: 4104691401
Policy Type: PERSONAL PROPERTY HOMEOWNERS
Inception Date: 04/22/2023 **Expiration Date:** 04/22/2024
Insuring Co. Address: 1333 CORPORATE DR
#325

Insuring Co. Phone: IRVING, TX 75038
(972) 607-4241
Company Received Date: 05/25/2023
Loss Description: HAIL DAMAGE
Extended Loss Description: WIND AND HAIL DAMAGE TO THE ROOF. WATER LEAK IN ROOM USED FOR STORAGE. COLLAPSE OF ROOF.
Location of Loss: 207 SHERBORNE LN
COLUMBIA, SC 29229

Involved Party: **INSURED**
Name: SHIRLEY CASTILLO
Address: 207 SHERBORNE LN
COLUMBIA, SC 29229
Loss Type: HAIL
Adjuster Company: HOMEOWNERS OF AMERICA INSURANCE CO
Property Type: DWELLING

[back](#)

Matching Claim

Reason(s) for match: NAME
Insuring Company: HOMEOWNERS OF AMERICA INSURANCE CO
Claim Number: 202206170213
Date/Time of Loss: 06/17/2022
Policy Number: 4104691400
Policy Type: PERSONAL PROPERTY HOMEOWNERS
Inception Date: 04/22/2022 **Expiration Date:** 04/22/2023
Insuring Co. Address: 1333 CORPORATE DR
#325
IRVING, TX 75038
Insuring Co. Phone: (972) 607-4241
Company Received Date: 06/12/2023
Loss Description: HAIL
Extended Loss Description: WIND AND HAIL DAMAGE TO THE ROOF. WATER LEAK IN ROOM USED FOR STORAGE. COLLAPSE OF ROOF.
Location of Loss: 207 SHERBORNE LN
COLUMBIA, SC 29229

Involved Party: **INSURED**
Name: SHIRLEY CASTILLO
Address: 207 SHERBORNE LN
COLUMBIA, SC 29229
Loss Type: HAIL

Adjuster Company: HOMEOWNERS OF AMERICA INSURANCE CO
Property Type: DWELLING

ISO Stylesheet Version: 5.4.2 Release Date: 11-20-2012



CANTERBURY000063

ELECTRONICALLY FILED - 2025 May 27 10:24 AM

EXHIBIT D

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND) C.A. NO. 2024-CP-40-03730

SHIRLEY CASTILLO AND)
CHARLES COOPER,)
)
PLAINTIFFS,)
)
) 30 (B) (6) DEPOSITION
)
VS.) OF
)
CANTERBURY PARK AT LAKE) RICHLAND COUNTY
CAROLINA ASSOCIATION, INC.,) (MICHAEL MALONEY)
AND RICHLAND COUNTY,)
)
DEFENDANTS.)

THE 30(B)(6) DEPOSITION OF RICHLAND COUNTY (MICHAEL MALONEY), TAKEN BEFORE TRACI COTHRAN, PROFESSIONAL VERBATIM REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF 12:11 P.M., THURSDAY, THE 13TH DAY OF NOVEMBER, 2025, GOINGS LAW FIRM, LLC, 1510 CALHOUN STREET, COLUMBIA, SOUTH CAROLINA.

Page 2

APPEARANCES

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*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12) MONTHS
FROM DATE OF CERTIFICATION.

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1 STIPULATIONS

2 IT IS STIPULATED BY AND BETWEEN COUNSEL
3 FOR THE RESPECTIVE PARTIES THAT ALL OBJECTIONS
4 ARE RESERVED UNTIL THE TIME OF TRIAL, EXCEPT
5 AS TO THE FORM OF THE QUESTION.

6 THIS 30(B)(6) DEPOSITION IS BEING TAKEN
7 PURSUANT TO THE SOUTH CAROLINA RULES OF CIVIL
8 PROCEDURE.

9 - - - -

10 THE READING AND SIGNING OF THIS 30(B)(6)
11 DEPOSITION IS WAIVED BY THE DEPONENT AND COUNSEL FOR
12 THE RESPECTIVE PARTIES.

13 WHEREUPON, MICHAEL MALONEY, BEING DULY SWORN
14 AND CAUTIONED TO SPEAK THE TRUTH, THE WHOLE TRUTH, AND
15 NOTHING BUT THE TRUTH, TESTIFIED AND DEPOSED AS
16 FOLLOWS:

17 EXAMINATION

18 BY MS. DRAPEAU:

19 Q Good morning. My name is Morgan Drapeau. I'm the
20 attorney here for the plaintiffs. Have you ever had
21 your deposition taken before?

22 A I have had a deposition taken before; yes.

23 Q Okay. I'm going to run through some ground rules with
24 you that you may already know or you may already heard
25 -- heard before. The first two are really related to

Page 5

1 keeping the record clean for the court reporter, okay?

2 It's important to give verbal responses to
3 everything. No head nods, head shakes. Even uh-huhs
4 and uh-uhs are not clear for the record, so, yes, nos,
5 explanations as you see fit, okay?

6 A Okay.

7 Q Also important to try to let me finish answering my
8 question before you provide your answer so that it's
9 clear for the court reporter.

10 A Uh-huh.

11 Q I'm probably going to ask long-winded questions, so if
12 you can bear with me until I get those out before you
13 provide your answer. But vice versa, if I ever cut you
14 off, just let me know that I've cut you off so I can
15 let you finish answering your question, okay?

16 A Okay.

17 Q It's sworn testimony here under oath. You have an
18 attorney with you that you may hear object to form to
19 some of my questions. When he objects to form, you'll
20 still answer the question unless he specifically
21 instructs you not to, okay?

22 A Okay.

23 Q If you need me to repeat a question because either he's
24 objected to form or I just asked a bad question, please
25 ask me to repeat or rephrase it. If you don't ask me

Page 6

1 to repeat or rephrase the question and you answer it
2 anyways, I'm going to assume that you understood the
3 question that was being asked, okay?

4 A Okay.

5 Q It's your deposition. You're the star of the show. I
6 like to try to be as quick as possible. I like to be
7 efficient, but if you need a break for any reason, just
8 let me know and we'll take a break. During a break,
9 any attorney-client privilege -- or communications are
10 no longer privileged, so I can ask you about those
11 communications. Okay, does that -- do you understand
12 that?

13 A Yep.

14 Q All right. I'm sure I missed a few there, but if
15 something happens along the deposition, I'll remind you
16 the rules, or your attorney will.

17 Can you state your full name for the record.

18 A Michael Joseph Maloney.

19 Q All right. And Mr. Maloney, is there any reason that
20 you can't give honest and truthful testimony today?

21 A No.

22 Q You had testified earlier that you have been deposed
23 before. Do you know how many times you've been
24 deposed?

25 A Two.

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1 Q Were any of those times as an employee of Richland
2 County?

3 A Yes.

4 Q What role were you in when you were deposed those prior
5 two times?

6 A Director of Public Works for one time.

7 Q And for the other time?

8 A I was in a different state.

9 Q And when was the last deposition that you had as the
10 Director of Public Works for Richland County?

11 A I -- I believe it was in 2022.

12 Q And do you know what kind of case it was for?

13 A It was for a termination case for an employee that was
14 released from their duties.

15 Q Where do you currently reside?

16 A My home address?

17 Q Yes, sir.

18 A 5 Regatta Court, Columbia, South Carolina 292 -- 212.

19 Q Is that in Richland County?

20 A It's in Lexington County.

21 Q Do you have any family members that live in Richland
22 County?

23 A No.

24 Q And how long have you been employed with Richland
25 County?

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1 A Since January 20th of 2020, so something like five and
2 three quarter years.

3 Q I was going to tell you that was only three years ago
4 because that's how Covid has messed up my brain, but
5 it's been a while now.

6 A It feel -- it -- yes, two -- two years are deducted for
7 that.

8 Q Were you hired as the director of public works?

9 A I was hired for that, yes.

10 Q Where were you working before that?

11 A I was working in Madison, Wisconsin.

12 Q Where did you work in Madison, Wisconsin?

13 A For MSA Professional Service, Incorporated.

14 Q And what was your role there?

15 A I was a vice president in municipal engineering.

16 Q And how long did you have that role?

17 A Eleven years.

18 Q How long did you live in Wisconsin?

19 A A number of years. Since I was five, other than eight
20 years in the Navy and maybe five years other places. I
21 came back to our hometown in year 2000, somewhere in
22 there.

23 Q Why did you decide to leave your prior role in
24 Wisconsin?

25 A I had a son that was at the Citadel, and we were

Page 9

1 looking to get here. We had family also in South
2 Carolina, kind of near Murrells Inlet, and you know,
3 just other family coming here, my son being here, and
4 we'd always kind of eye -- eyeballed South Carolina for
5 quite a while.

6 Q And your son doesn't live in Columbia?

7 A My -- no, not -- in Columbia?

8 Q Yes.

9 A My son -- I have one son in Charleston at the Citadel
10 and one who graduated from it.

11 Q Okay. But does the one who graduated from here, does
12 he live in Columbia?

13 A He currently does.

14 Q Okay. So he does live in Richland County?

15 A No. He lives in Lexington County.

16 Q Okay. All right. I told you I'd ask some bad
17 questions.

18 All right. Where did you go to college?

19 A University of Wisconsin-Madison.

20 Q And when'd you graduate?

21 A 1990 --

22 Q And what was your degree?

23 A -- 3.

24 Q Sorry.

25 A I'm sorry. It's -- you're asking me questions of the

Page 10

1 past, so...

2 Q You believe it was 1993 when you graduated from --

3 A December of 1993.

4 Q And what was your degree?

5 A It was in construction management; civil engineering.

6 Q Did you have any education past undergrad?

7 A Not that earned a degree.

8 Q What kind of education did you do past undergrad?

9 A Lean Six Sigma, various leadership and management
10 certificates.

11 Q When you were employed with Richland County, did you
12 receive any specific training for your role at Richland
13 County for the Director of Public Works?

14 A I came in with the experience that I -- I had
15 previously, but I also was trained in, you know, the
16 various, I -- I guess, operations and policies that
17 they had.

18 Q Okay. And what are your responsibilities as the
19 director of public works?

20 A To -- to direct the -- the staff within the
21 organization that provides services in multiple
22 divisions.

23 Q Do you know how many staff members report to you?

24 A Yes. Currently there are about nine.

25 Q And do they all have a same role or do they have

Page 11

1 different roles?

2 A Different roles.

3 Q Okay. And what are their roles in the organization?

4 A Two are the county engineer -- county engineer and the
5 deputy director. I also have the assistant director of
6 transportation, the manager of public works
7 administration, and the safety and training supervisor.
8 And one administrative assistant.

9 Q So what does the public works department do?

10 A A lot of outward-facing services to the citizens of
11 Richland County.

12 Q What are those outward-facing services?

13 A One is roads and drainage maintenance, two is solid
14 waste and recycling, three is special services,
15 roadside litter pickup. And airport is another one;
16 CUB, the county airport. Stormwater management is
17 another one. New development management.

18 Q Are there any other outward-facing services?

19 A And then the -- the last one is engineering. That's
20 it.

21 Q Is the public works department responsible for
22 repairing sidewalks?

23 A Yes.

24 Q And which of those seven services that you just
25 mentioned would that fall under?

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1 A Roads and drainage maintenance.

2 Q How does the public works department become
3 knowledgeable of a potential hazard on a sidewalk?

4 A Notification by an H -- you know, by HOA or it's
5 private citizen through the one-stop system, the call-
6 in that usually originates with the ombudsman's office.

7 Q So is it fair to say that it's not uncommon for an HOA
8 to report potential hazards to the ombudsman's office
9 that is then reported to the public works department?

10 A That's very typical.

11 Q And it's also not uncommon for a private citizen to
12 report a --

13 A That's also true.

14 Q -- potential hazard?

15 A Yes.

16 Q Does the public works department itself ever inspect
17 sidewalks before they've been notified of a hazard to
18 see if there are any hazards?

19 A No.

20 Q Do employees, like with the public works department, if
21 they happen to just see a hazard or a potential hazard,
22 do they ever report theirs on their own in their
23 capacity as an employee for the public works
24 department?

25 A They can. So, when we get a call for a specific work

Page 13

1 item, that group generally scans that area and does
2 additional work. So, a common one would be potholes,
3 because people will report a pothole that they may have
4 seen or -- or felt, and then we -- we, you know --
5 their -- they may be symptomatic, but there's another
6 area around it.

7 Q Do those employees also have to go through the
8 ombudsman's -- sorry, I'm not going to be able to say
9 that correctly -- office, or is there an inner way of
10 reporting other potential hazards?

11 A We generally like everything to go through the
12 ombudsman's office so it's documented.

13 Q So the only way Richland County will know of a trip
14 hazard on a sidewalk is if it's reported by either a
15 private citizen, a member of the HOA, or if it has
16 potentially been seen by an employee when they're
17 inspecting another area.

18 A That's true.

19 Q Do you agree that one of the goals of the public works
20 department is to try to keep roads and sidewalks safe
21 for community members?

22 A Yes.

23 Q Do you know if Canterbury Lake (as stated) has ever
24 reported any hazards or potential hazards of sidewalks
25 or roads to Richland County?

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1 A I believe they did in May of 2024.

2 MR. LINDEMANN: It's Canterbury Park, isn't it?

3 MS. DRAPEAU: Yeah. What did I say? Canterbury
4 Lake.

5 MR. LINDEMANN: Canterbury Lake.

6 MS. DRAPEAU: I'm sorry.

7 BY MS. DRAPEAU:

8 Q Are you aware of any reports by Canterbury Park before
9 May of 2024?

10 A No.

11 Q Are there any contracts between Richland County Public
12 Works Department and these HOA depart- -- or HOA
13 communities that inform the HOA communities that
14 they're responsible for reporting trip hazards?

15 A I'm not aware of contracts.

16 Q Are you aware of any kind of verbal agreements or
17 conversations that are had?

18 A I'm not aware of those.

19 Q What did you review today to become familiar with the
20 facts of the case that we're here for?

21 A I saw the -- a couple of emails. Well, I guess they
22 were actually emails of the one-stop request.

23 Q Did you review anything else?

24 A I -- I don't recall what it -- what -- if there was
25 anything else.

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1 Q Have you seen any pictures?

2 A Oh, I saw pictures. Thank you.

3 Q Let me go ahead and mark this as Plaintiffs' Exhibit 1.

4 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT

5 NUMBER 1, NOTICE OF DEPOSITION, ATTACHED.)

6 BY MS. DRAPEAU:

7 Q This is the notice of taking your deposition today.

8 Did you review this notice when preparing for today's

9 deposition?

10 A This -- I -- I assume this wasn't originally -- was it

11 originally dated November 13, 2025?

12 Q It may have been originally dated in September. I

13 think I sent a new one, or maybe my computer messed it

14 up.

15 A Okay. Yes, I generally saw this -- this document.

16 Q Okay. And we'll mark this as Plaintiffs' Exhibit 2.

17 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT

18 NUMBER 2, PHOTOGRAPHS, ATTACHED.)

19 MR. LINDEMANN: Thanks.

20 BY MS. DRAPEAU:

21 Q Have you -- did you see any of those photos when you

22 were preparing for today's deposition? There's four or

23 five different ones.

24 A I saw something. Not this other -- I probably saw

25 maybe something like this second one. I think I saw

Page 16

1 the third one. The only thing I didn't -- oh, yes, I
2 saw them.

3 Q At least some of those?

4 A Yes.

5 Q Is that correct?

6 A Uh-huh.

7 Q And are those, as best as you know, images of where the
8 fall happened that is the basis of this lawsuit?

9 A I -- I -- I don't know, but it's based on, if you tell
10 me that's where it was, I would not offer any other
11 location.

12 Q Did you ever go out yourself and inspect this location?

13 A Members of our -- our team did. I had not physically
14 been to the site.

15 Q Did you have any communications with any of the members
16 of your team about their inspections?

17 A I think back in 2024.

18 Q And were any of those communications via email or text
19 messages?

20 A Mine were verbal.

21 Q Did you have any email or electronic correspondence
22 regarding this incident as the Director of Public Works
23 for Richland County?

24 A I think when they -- a couple members of public works
25 provided information; I saw that.

Page 17

1 MR. LINDEMANN: And I assume your question's other
2 than with counsel.

3 MS. DRAPEAU: Of course, yes.

4 MR. LINDEMANN: Okay.

5 MS. DRAPEAU: Yeah.

6 BY MS. DRAPEAU:

7 Q Were you ever asked to provide those emails, not
8 related -- not with counsel, but any emails from other
9 members of the public works department that you may
10 have received to counsel?

11 A No.

12 Q Could you find those emails if we asked you to, to
13 produce?

14 A Where I provided an email?

15 Q I think you just testified that you -- there was some
16 email correspondence amongst yourself and other members
17 of the public works department related to this
18 incident.

19 A I think I saw an email that -- that was related to
20 them, whatever work they -- they were doing out there,
21 yes, at that time.

22 MR. LINDEMANN: If I could just interject. If you
23 could narrow it to -- I want to distinguish emails
24 where I requested information, and I can tell you, Mr.
25 Maloney was the person who I got information from to

Page 18

1 answer discovery. So I -- I don't know if you're
2 asking about emails since the lawsuit was filed or
3 emails prior to the lawsuit being filed. You follow
4 what I'm saying?

5 MS. DRAPEAU: I do.

6 MS. LINDEMANN: Okay. And I --

7 WITNESS: Yeah.

8 MS. DRAPEAU: -- for emails prior to the lawsuit
9 being filed that may have been amongst any members of
10 the public works department that you're aware of.

11 WITNESS: Yeah, I -- at this time, I'm not aware
12 of them, but I -- I think I was made aware of the issue
13 back in 2024.

14 BY MS. DRAPEAU:

15 Q Do you know which member of your team went and
16 inspected the area?

17 A Yes. The supervisor of asphalt and concrete, Mr.
18 Travis Thomas.

19 Q And is Mr. Thomas still employed with Richland County.

20 A Yes.

21 Q Did you have any communications with Mr. Thomas when he
22 went and inspected the area about what his
23 investigation uncovered?

24 A Not directly.

25 Q Was this area of the sidewalk repaired after the

Page 19

1 inspection occurred?

2 A Yes. My -- my understanding is they ground the upper
3 portion down. They did a milling of the top of the
4 sidewalk surface.

5 Q Do you know if any other areas of sidewalk were
6 repaired in that location?

7 A Yeah. Mr. Thomas reported to me that they had done
8 other areas. And that was something I'd recently asked
9 him because I looked at it from -- from the street view
10 and I could see white bands on other stones.

11 Q Do you know how many other areas were repaired?

12 A I'm -- I'm just going to say three or four. I -- I
13 don't know if there were any more than that.

14 Q So, forgive me, this is going to be difficult for both
15 of us because I'm no engineer, but as best I understand
16 it, these sidewalks that were constructed were sidewalk
17 panels. Is that correct?

18 A Well, I -- you know, we weren't there when they were
19 constructed. They're usually slip formed as a
20 continuous pour, and then they strike joints, every --
21 and each one of those is called a stone; you just
22 referred to as a panel. And that's -- they're struck
23 so that they -- they crack at a -- a known location
24 where they strike in a joint.

25 When concrete has to extend past a certain

Page 20

1 distance, they have to put in an expansion joint. An
2 expansion joint is usually also referred to kind of the
3 end of a pour, or if it's between a pour, they put some
4 type of filler material between the panels so that when
5 the sun hits them, the concrete will expand. They --
6 they have something that they can -- they can expand
7 into, other than concrete.

8 Q So an expansion joint is placed at the time that you're
9 constructing the original --

10 A That's right.

11 Q -- sidewalk?

12 A That's right.

13 Q And in Plaintiffs' Exhibit 2, those images, is that an
14 expansion joint in between two stones?

15 A Yes, that's an expansion joint with a wood filler.

16 Q So as you were just testifying, it's a natural
17 occurrence for concrete to need to expand and move
18 whenever it's laid and poured. Is that correct?

19 A That's correct.

20 Q Okay. So it's not uncommon for concrete stones to
21 become uneven. Is that correct?

22 A It's not due to their shrink and swell that would cause
23 them to, you know, change in height; that would be due
24 to something else.

25 Q Okay. And what kind of factors may cause concrete to

Page 21

1 change in height?

2 A Roots.

3 Q And what is that?

4 A Huh?

5 Q What is -- what's rits (as stated)?

6 A Oh, that's a Wisconsin term for roots. Yes, I get
7 laughed at.

8 MR. LINDEMANN: I was about to translate for you.

9 WITNESS: Yeah. The roof and the roots. So I
10 guess they're called roots --

11 MS. DRAPEAU: Okay.

12 WITNESS: -- and roof -- roof here, so I have a
13 hard time with your phonetics.

14 But the -- I think there was a picture just
15 viewing it. I don't know if any of these covered,
16 actually, that there's a tree just out of frame, maybe,
17 to the inside. And I know where I'm -- I'm showing you
18 a -- the picture and it looks like that the deviation
19 and height here is on one side but not the other.

20 Q Yes, sir.

21 A So that means that there was an expansion of roots --
22 roots coming from this direction and trying to probably
23 get to this grass terrace. And -- and as they develop
24 over time, something like that could happen, yes.

25 Q Do you mind if I hold that real quick? All right, just

Page 22

1 for clarity of the record, he was looking when he was
2 talking just now at picture number 3 in Plaintiffs'
3 Exhibit 2. Is that correct?

4 A Yes.

5 Q Okay. All right. So, as best we can understand, it
6 was probably roots coming from a nearby tree going
7 underneath the sidewalk that caused the uneven
8 elevation. Is that correct?

9 A That would be my opinion.

10 Q Does Richland County agree that that elevation is a
11 trip hazard?

12 MR. LINDEMANN: Object to the form.

13 MS. DRAPEAU: You still can answer.

14 WITNESS: Could you restate that?

15 MS. DRAPEAU: Sure.

16 BY MS. DRAPEAU:

17 Q Does Richland County agree that that elevation is a
18 trip hazard?

19 MR. LINDEMANN: Object to the -- the form again.

20 MS. DRAPEAU: You can answer the question.

21 WITNESS: Would you restate?

22 BY MS. DRAPEAU:

23 Q Does Richland County agree that that elevation and
24 height is a trip hazard?

25 MR. LINDEMANN: Yeah, you can answer to the best

Page 23

1 of your ability. I'm stating an objection. I'm going
2 to repeat it again.

3 WITNESS: Yes, I -- I think on the inside of the
4 sidewalk, it -- it appears to be what it -- I would
5 consider a trip hazard in my professional opinion. And
6 that would be if you were walking on the inside of the
7 sidewalk, kind of the, you know...

8 BY MS. DRAPEAU:

9 Q So you don't see any trip hazard on the other side of
10 the sidewalk?

11 A I do not see it, no.

12 Q Okay. Bear with me one second. I'm just looking over
13 my notes. Do you know who owns the sidewalk?

14 A Richland County maintains anything within the right-of-
15 way, and I believe the sidewalk is in the right-of-way.

16 Q So Richland County is responsible for maintaining the
17 sidewalk?

18 A Yes.

19 Q Does Richland County own the sidewalk?

20 A I believe, yes, the public owns the sidewalk.

21 Q Do you know if Canterbury Park has any ownership over
22 the sidewalks in their neighborhood?

23 A I don't know.

24 Q Do you know if Canterbury Park has -- do you believe
25 that Canterbury Park has any obligation to inspect the

Page 24

1 sidewalks that are in their neighborhood?

2 A I do not.

3 Q If you don't believe that Canterbury Park has an
4 obligation to inspect the sidewalks in their
5 neighborhood, how is Richland County supposed to become
6 aware of trip hazards?

7 A We expect notifications of trip hazards as they're
8 identified, but in it -- it's could be by anybody;
9 so...

10 Q Would you agree that most notifications happen only
11 after someone falls or is injured?

12 A I don't think so, no. For instance, you know, I
13 haven't been sitting in a room like this over a trip
14 hazard.

15 Q You have not been sitting in a room like this over a
16 trip hazard?

17 A No, before today. So most -- most of the call-ins are
18 -- are just reporting that they see an uneven --
19 something uneven.

20 Q Do you know if any of your other employees at the
21 public works department have been called in for similar
22 depositions today for trip hazards?

23 A I am not aware.

24 Q Were you aware of any warning signs that were located
25 in this area to warn people of uneven concrete

Page 25

1 surfaces?

2 A No.

3 Q Does Richland County ever put out warning signs in the
4 Canterbury Park area or any other area that warns
5 people of uneven surfaces?

6 A No. Except if we're in the middle of maintenance, you
7 know, we'll just put us a warning sign out if we're in
8 the middle of maintenance.

9 Q If an uneven sidewalk -- if Richland County comes to
10 notice an uneven sidewalk, is there any way besides
11 warning signs that they warn members of the community
12 of that uneven pavement before they're able to fix it?

13 A I don't think so.

14 Q Do you have any knowledge about Ms. Castillo -- she's
15 one of the plaintiffs in this case -- her injuries that
16 occurred after she tripped and fell on this sidewalk?

17 A I don't have the details, no.

18 Q Do you know if this specific incident was reported to
19 the ombudsman's office?

20 A I believe it was.

21 Q Do you know who it was reported by?

22 A Originally, I -- I was informed that it was reported by
23 the homeowner, and then it was subsequently reported by
24 the HOA.

25 Q Do you know how long it was before Richland County was

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1 out there to inspect the area?

2 A I don't recall. I believe the inspection occurred
3 fairly rapidly, followed by the maintenance.

4 Q Does Richland County have any plan in the future to
5 start inspecting sidewalks in an effort to repair trip
6 hazards?

7 A We currently don't.

8 Q Does the public works department have any policies and
9 procedures related to sidewalk inspections?

10 A No.

11 Q Is there any formal training given to any employees of
12 the public works department regarding sidewalk
13 inspections for trip hazards?

14 A No. When they're doing maintenance on those called in,
15 they're to remove them so as to make it flush.

16 Q But there is no formal training to identify trip
17 hazards in sidewalks in Richland County?

18 A No.

19 Q I -- I didn't know if you're about to object to
20 something. I'm sorry.

21 Does Richland County believe that Ms. Castillo was
22 negligent for this trip and fall?

23 A I have no opinion.

24 Q Does Richland County have any opinion?

25 MR. LINDEMANN: Object to the form.

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1 WITNESS: Please restate the form.

2 BY MS. DRAPEAU:

3 Q Does Richland County have an opinion as to whether Ms.
4 Castillo was negligent in any way related to this trip
5 and fall?

6 MR. LINDEMANN: I think that's beyond the scope of
7 your notice, but --

8 WITNESS: Yeah, I -- I --

9 MS. DRAPEAU: One of the topics in my notice is
10 about Richland County's defenses asserted in their
11 answer, which I believe has something to do with Ms.
12 Castillo's potential negligence in this. So I was
13 trying to determine if Richland County had any opinion
14 today.

15 WITNESS: I -- I'm not aware of it.

16 BY MS. DRAPEAU:

17 Q Okay. I don't think I have any further questions at --
18 right now. Or I can take a minute or two to look over.
19 If y'all have follow-up, I can do that then, not to
20 waste --

21 MR. LINDEMANN: Do you have any questions?

22 MR. BALCERZAK: Just maybe, like, one or two
23 things real quick.

24 MR. LINDEMANN: Go ahead.

25 EXAMINATION

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1 BY MR. BALCERZAK:

2 Q Good afternoon. I think we met off the record, but my
3 name is Drew Balcerzak. I'm one of the attorneys
4 that's representing Canterbury Park Association in this
5 lawsuit.

6 You testified earlier about the types of people
7 that would notify your office about any issues with
8 sidewalks. Is it fair to say that an HOA, a private
9 citizen, or an employee are all in essentially the same
10 position in their ability to report those things?

11 A Yeah, and I -- I mentioned HOA, and the reason I -- I
12 did that is because I go to a lot of meetings. And so
13 when I'm at the meetings, you know, I can't be
14 everywhere, there's a lot of HOAs. But when I go to
15 those, the -- the -- there's a lot of citizens there,
16 and that's where a lot of issues come together. They
17 have law enforcement at those meetings and different
18 things, talking about all kinds of things that are
19 hazardous.

20 So I brought that up because I know -- I know from
21 my firsthand -- firsthand experience that's where a lot
22 of citizens come to say, you know, something needs to
23 be fixed. And that -- that I've seen firsthand many
24 times in Richland County.

25 Q You were asked about whether Canterbury Park

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1 Association had ever made any reports regarding some
2 issues with the sidewalks in the past. Is Richland
3 County aware of any private citizens that reside in
4 that area making those similar reports?

5 A I think we -- we searched our --- our system and we
6 could not -- we could not find anything before that
7 incident. So, you know, our answer is based on, you
8 know, what we -- what we have in our one-stop system,
9 or you know, that would have been come in from multiple
10 sources or through the ombudsman's office.

11 Q So the -- the public is who owns the sidewalk at issue
12 in this case; is that fair?

13 A Yes.

14 MR. LINDEMANN: Object to the form; go ahead.

15 WITNESS: And -- and, yes, I believe this is
16 contained within the public right-of-way.

17 BY MR. BALCERZAK:

18 Q So Richland County is the only entity or the Richland
19 County -- strike that question.

20 The Department of Public Works of Richland County
21 would be the only department that would be doing any
22 kind of maintenance of the sidewalk at issue in this
23 case?

24 A Yes, that would be anticipated.

25 Q Are you aware of any other instances where Canterbury

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1 Park took it upon themselves to maintain the sidewalk?

2 A I'm not a hundred percent sure on that to -- to be able
3 to answer that question.

4 I know Richland County did grinding right after
5 the incident. They weren't as familiar with something
6 else I noticed, which was kind of like just beyond the
7 generalement at the main road, there's an apron
8 replaced. And I -- I don't know if we have
9 documentation on that, but I can't imagine the HOA
10 doing that, but that was done.

11 And I believe there was sort of an asphalt trail,
12 but that goes then onto the HOA property that -- that
13 the HOA took care of. But I can't really speak to
14 other people doing maintenance on -- on the, you know,
15 on a facility when we're not there.

16 Q I don't think I have any other questions. Thank you so
17 much for your time.

18 A Thank you. Thank you.

19 MR. LINDEMANN: I don't have any questions.

20 FURTHER EXAMINATION

21 BY MS. DRAPEAU:

22 Q I just -- I know about aprons in cooking, but I'm not
23 sure what an apron was that you just referred to. What
24 were you referring to?

25 A The ADA access ramp --

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1 Q Okay.

2 A -- that connects to the roads.

3 Q And it appeared that there had been --

4 A A replacement there of the panels.

5 Q And as best as Richland County --

6 A I didn't have a record of that.

7 Q Of Richland County replacing it.

8 A Right; yeah.

9 Q Okay, nothing further. I told you I'd be quick. See
10 if get yelled at.

11 COURT REPORTER: Is he going to read and sign or
12 waive?

13 MR. LINDEMANN: Let me talk to him about it real
14 quick, and I'll let you know before you head out.

15 COURT REPORTER: Okay. Meagan, do you want the
16 original and E-Tran?

17 MS. DRAPEAU: Yes.

18 COURT REPORTER: Oh, Morgan, I'm sorry.

19 MS. DRAPEAU: That's fine. My grandma does it all
20 the time.

21 COURT REPORTER: Mr. Balczerzak?

22 MR. BALCERZAK: We'll just take an E-Tran.

23 COURT REPORTER: Mr. Lindermann?

24 MR. LINDEMANN: E-Tran is fine with -- with
25 exhibits, please.

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1 COURT REPORTER: Okay. All right.
2 (WHEREUPON, THE DEPOSITION CONCLUDED AT 12:51 P.M.)
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CERTIFICATE

This is to certify that the foregoing (30) (b) (6) deposition of RICHLAND COUNTY (MICHAEL MALONEY), consisting of 32 pages, is a true and correct transcript of the testimony given by said deponent after first being duly sworn; said deposition was reported by method of Stenomask with digital backup. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 28th day of November, 2025.


Traci Cothran
Verbatim Reporter

Notary in and for the State of South Carolina
My Commission Expires: July 26, 2033

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Shirley Castillo and Charles Cooper,	)	CIVIL ACTION No.: 2024-CP-40-03730
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
Canterbury Park at Lake Carolina	)	PLAINTIFFS' MOTION TO
Association, Inc., a/k/a, Lake Carolina	)	RECONSIDER THE ORDER
Masters Association, Inc., and Richland	)	GRANTING DEFENDANT RICHLAND
County,	)	COUNTY'S MOTIONS FOR
	)	SUMMARY JUDGEMENT
Defendants.	)	

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, Plaintiffs Shirley Castillo and Charles Cooper respectfully requests this Court to reconsider, alter, and amend its Order dated May 6, 2026, granting Defendant Richland County's Motion for Summary Judgment.

FACTUAL BACKGROUND

On March 20, 2024, Plaintiff Shirley Castillo was walking along the sidewalk in the Canterbury Park subdivision of the Lake Carolina development in Richland County, South Carolina. Ms. Castillo was working on getting her daily step count completed before heading out of town that evening. She was walking with her headphones in listening to music as she traversed along the sidewalks of Sherborne Lane.

Ms. Castillo fell when she tripped on uneven sidewalk. A tree root was growing under the sidewalk, and overtime caused an elevation at an expansion joint between two concrete slabs. *See Exhibit A, Image of Uneven Sidewalk.* Because of the uneven surface, Ms. Castillo plummeted to the ground. The violent impact with the sidewalk resulted in Ms. Castillo shattering her left ulna and radius. She required surgical intervention to repair the two shattered bones. Ms. Castillo has

two plates and over seventeen screws in her left arm. Ms. Castillo will likely require future surgery to her left arm.

Richland County's designated 30(b)(6) witness, Michael Maloney—the Director Public Works—admitted that the elevation constituted a trip hazard. *Exhibit B*, Richland County 30(b)(6) Deposition, 22:23-23:7. Mr. Maloney further admitted that Richland County owns the sidewalk on which Ms. Castillo fell, and it is the goal and responsibility of Richland County's Public Works Department to keep the roads and sidewalks safe for community members. *See Exhibit B*, p.13:19-22 and p. 23:19-20. Richland County failed to keep the sidewalks in good and safe repair.

STANDARD OF REVIEW

Summary Judgment is appropriate when “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any show that there are no genuine issues as to material fact and the moving party is entitled to judgment as a matter of law.” Rule 56(c). “When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party.” *Simmons v. Berkeley Elec. Coop., Inc.*, 419, S.C. 223, 228, 797 S.E.2d 387, 390 (2016).

ARGUMENT

This Court's May 6, 2026, Order granted Summary Judgment in favor of Richland County on the grounds that Ms. Castillo was a licensee when she fell on the sidewalk, Richland County did not have actual notice of the hazardous sidewalk prior to her fall, and Richland County had no duty to inspect the sidewalk. The Court also found that South Carolina section 15-78-60(16) granted the County immunity from liability for a person falling on a hazardous section of County-maintained sidewalk. Plaintiff hereby respectfully requests that the court reconsider its understanding of the law and instead hold that (1) Plaintiff was an invitee at the time of her fall,

(2) Richland County has a duty to take reasonable care to maintain sidewalks under its control, (3) South Carolina section 15-78-60(15) governs the standard to which Richland County is held for maintaining sidewalks, and (4) there are a number of factual determinations the jury must make to determine whether Richland County breached its duty to maintain the hazardous sidewalk where Ms. Castillo fell, making summary judgment inappropriate.

I. Plaintiff Shirley Castillo is an Invitee, Not a Licensee.

Defendant Richland County asserts that Ms. Castillo was a licensee while using the public sidewalk owned by Richland County. Such an assertion has never been accepted by South Carolina Courts. *See Bryant v. N. Charleston*, 304 S.C. 123, 403 S.E.2d 159 (Ct. App. 1991) (*holding* that Plaintiff was a public invitee when using City of Charleston sidewalks); *LeFont v. City of Myrtle Beach*, 430 S.C. 534, 864 S.E.2d 355 (Ct. App. 2020) (*holding* that Plaintiff was a public invitee when using City of Myrtle Beach Sidewalks); *Shaw v. City of Charleston*, 351 S.C. 32, 567 S.E.2d 520 (Ct. App. 2002) (*holding* that Plaintiff was a public invitee when using City of Charleston sidewalks); *Creech v. South Carolian Wildlife and Marine Res. Dep't*, 328 S.C. 24, 491 S.E.2d 571 (1997) (*holding* that Plaintiff was a public invitee when using county recreational dock); *Lewis v. Circle K Stores, Inc.*, 2026 U.S. App. LEXIS 13778 *7 (*holding* Plaintiff was a public invitee on sidewalk on Circle K premises); *see also Fountain v. Fred's Inc.*, 436 S.C. 40, 871 S.E.2d 166, 171 (2022) (*holding* Plaintiff was an invitee on sidewalk on Fred's Inc. premises); *Ashley v. Waffle House Inc.*, 2006 U.S. Dis. LEXIS 2880 *6 (*holding* Plaintiff was a public invitee or business visitor (thus invitee) on sidewalk near Waffle House premises).

Plaintiff Shirley Castillo is an invitee. In *Parker v. Stevenson Oil Co.*, 245 S.C. 275, 140 S.E.2d 177 (1965), the Supreme Court defined an invitee as “one who enters upon the premises of another at the express or implied invitation of the occupant, especially when he is upon a matter

of mutual interest or advantage.” *Id.* “Unlike a licensee, an invitee enters the premises with the implied assurance of preparation and reasonable care for his protection and safety while he is there.” *Bryant*, 304 S.C. at 128. The law recognizes two types of invitees: the public invitee and the business visitor. *See Sims v. Giles*, 343 S.C. 708, 541 S.E.2d 857 (2001). “A public invitee is one who is invited to enter or remain on the land as a member of the public for purpose for which the land is held open to the public.” *See Id.* A business visitor is a person invited to enter or remain on the landowner’s property for the purpose directly or indirectly connected with the business of and for the mutual benefit of the landowner. *See Id.* Ms. Castillo can be categorized as either a business visitor or public invitee when using Richland County sidewalks.

A. Public Invitee

The analysis for public invitee is simple: Ms. Castillo was walking on a public sidewalk owned by Richland County. Richland County expressly and impliedly invites its citizens to use its public sidewalks for multiple purposes including leisure and/or exercise. Ms. Castillo was using the land for a purpose for which the land was held open to the public. Therefore, Ms. Castillo is a public invitee.

B. Business Visitor: Invitee

Ms. Castillo also falls under the category of business visitor. “A person is an invitee¹ on the land of another if he enters by express or implied invitation, his entry is connected with the owner’s business or with an activity the owner conducts or permits to be conducted on his land, and there is a mutuality of benefit or a benefit to the owner.” *See Id.* at 717.

¹ “The term ‘invitee’ in premises liability cases usually means the same thing as a business visitor and refers to one who enters upon the premises of another at the express or implied invitation of the occupant, especially when he is there about a matter of mutual interest or advantage. *Hoover v. Broome*, 324 S.C. 531, 479 S.E.2d 62 (Ct. App. 1996).

In *Landry*, a private homeowners association was held liable for injuries sustained by a homeowner after fell on a sidewalk located in a common area. Ms. Landry was using the sidewalk for the purpose of leisurely walking. The South Carolina Court of Appeals found that Ms. Landry was not a licensee, but rather an invitee, because she paid the homeowners association membership fees. In receipt of the membership fees the homeowner's association promised to keep the common areas in good repair for use by the members. *See Landry*, 317 S.C. 200, 203, 452 S.E.2d 619, 621 (Ct. App. 1994). The relationship between Ms. Landry and her Homeowners Association is analogous with the relationship between Ms. Castillo and Richland County.

Richland County charges and receives property taxes from citizens who choose to reside in Richland County. Since choosing to leave Charlotte, North Carolina and move to Richland County, South Carolina, the Plaintiffs have paid yearly taxes on their two vehicles and their home. These payments go directly to Richland County. One of the promises made to the citizens of Richland County for these payments is that Richland County will maintain the public property that it owns—including its sidewalks—in good and safe repair for citizens to be able to use. This public property includes public sidewalks—even when they are used for leisure. Ms. Castillo entered the public sidewalk owned by Richland County with the express invitation of Richland County. There is a mutual benefit between Richland County and Ms. Castillo.

II. The “Public Invitee” Status is Consistent with, and gives meaning to, the South Carolina Tort Claims Act.

In an attempt to preclude Ms. Castillo from being considered an invitee, Richland County argued, and this Court ruled, that the status of “public invitee” is inconsistent with South Carolina's Tort Claims Act. South Carolina Courts have never ruled that the “public invitee” status is inconsistent with the Tort Claims Act—because it is not.

This Court's Order, as it currently stands, unilaterally abrogates the status of public invitee in the governmental context. Richland County's sole reason for abrogating the public invitee status is that it purportedly creates a liability that private entities do not have. *See* S.C. Code Ann. § 15-78-40 ("The State, an agency, a political subdivision, and a governmental entity are liable for their torts in the same manner and to the same extent *as a private individual* under like circumstances."). This is fundamentally untrue. As noted in a litany of cases in this state, a "public invitee" and a "business invitee" or "business visitor" are one in the same. *Hoover v. Broome*, 324 S.C. 531, 536, 479 S.E.2d 62, 65 (Ct. App. 1996) (holding that an invitee may be a public invitee or a business invitee). "A public invitee is one who is invited to enter or remain on the land as a member of the public for a purpose for which the land is held open to the public." *Sims v. Giles*, 343 S.C. 708, 717, 541 S.E.2d 857, 862 (Ct. App. 2001). "A business visitor, on the other hand, is an invitee whose purpose for being on the property is directly or indirectly connected with business dealings with the owner." *Id.* A person with either status "enters the premises with the implied assurance of preparation and reasonable care for his protection and safety while he is there." *Landry v. Hilton Head Plantation Prop. Owners Ass'n*, 317 S.C. 200, 203, 452 S.E.2d 619, 621 (Ct. App. 1994); *Bryant v. City of North Charleston*, 304 S.C. 123, 403 S.E.2d 159 (Ct. App. 1991).

The *Hoover* court made this clear when assessing the status of an individual who was injured at a gas station:

One possible interpretation of the evidence is that Hoover was a public invitee. People stop at service stations for a variety of reasons such as to use the bathroom, to find a pay phone, to buy snacks, or even to ask directions. Hoover testified that he stopped at Broome's Service Center because he saw their advertisement. Broome advertised on the roadways to encourage people to stop by the station. Their service center, therefore, is open to the general public. **The fact that Broome did not receive an economic benefit from Hoover's visit does not automatically relieve Broome from**

the duty to take reasonable care to protect members of the public from dangerous conditions.

Id. 324 S.C. at 536, 479 S.E.2d at 65 (emphasis added). Clearly, the public invitee status does not impose any additional duty on a state entity if an individual visiting a private business for a public purpose may be considered a public invitee as well. Where a governmental entity has ownership and control over land that is held open to the public, it owes a duty to individuals who use that land for the purpose it is held open to use reasonable care to make that premises safe. This is the exact duty, and potential liability, that a private citizen would have to an invitee on his premises. Therefore, Sections 15-78-40 and 15-78-50(b) of the South Carolina code have absolutely no bearing on the law in this case.

Abrogating the public invitee status would not only provide an unintended windfall to governmental entities, who often hold land open to the public, but would also create mass confusion of the existing law in this state. The South Carolina Supreme Court has consistently imposed liability on governmental entities who have failed to make reasonable efforts to keep sidewalks in good repair pursuant to the South Carolina Tort Claims Act. *E.g., Vaughan v. Town of Lyman*, 370 S.C. 436, 635 S.E.2d 631 (2006); *Major v. City of Hartsville*, 410 S.C. 1, 763 S.E.2d 348 (2014). South Carolina courts have routinely ruled that citizens have the “right to assume that the sidewalk [is] maintained by [governmental entities] in reasonably safe condition for public use.” *Kelley v. City of Aiken*, 245 S.C. 503, 141 S.E.2d 651, 653 (1965) (citing *Crosby v. City of Chester*, 197 S.C. 66, 14 S.E. (2d) 552 (1941) and *Correll v. City of Spartanburg*, 169 S.C. 403, 169 S.E. 84(1933)). Further, our Supreme Court has recognized that:

The general rule in this country is that municipalities which have full and complete control over the streets and highways within their corporate limits **are liable in damages for injuries sustained in consequence of their failure to use reasonable care to keep them in a reasonably safe condition for public travel.**

Terrell v. City of Orangeburg, 176 S.C. 518, 180 S.E. 670, 672 (1935) (citation omitted), *overruled on other grounds by McCall v. Batson*, 285 S.C. 243, 329 S.E.2d 741, 744 (1985).

Thus, there is clearly a legal duty on the part of Richland County to maintain a reasonably safe condition on the sidewalk upon which plaintiff fell. Abrogating the public invitee standard would negate this long-held duty and would relieve all governmental entities from any legitimate duty to upkeep sidewalks, roadways, bridges, etc. anywhere in the community that is not directly adjacent to a governmental business. Sidewalks and roadways are, of course, regularly used by individuals and families for safe travel for any number of purposes. Holding that members of the public can only ever be licensees in county, city, town, or state-maintained areas would create grave consequences for the citizens of Richland County and the state at large. This shift in the law would mean that state entities would have no liability for choosing not to repair a dangerous sidewalk or roadway regardless of the severity of the hazard or the number of times it was reported.²

Even if this Court believes the public invitee status should be abrogated, Ms. Castillo meets all of the elements of the invitee status as a business visitor. Therefore, the Court's Order granting Summary Judgment should be reconsidered.

III. Section 15-78-60(15) of the Tort Claims Act Governs Falls on Public Sidewalks

² The only duties owed to a licensee are (1) to use reasonable care to discover the licensee, (2) to conduct activities on the land so as not to harm the licensee, and (3) to warn the licensee of any concealed dangerous conditions or activities. *Landry v. Hilton Head Plantation Prop. Owners Ass'n*, 317 S.C. 200, 203, 452 S.E.2d 619, 621 (Ct. App. 1994). There is no duty to make repairs to hazardous conditions. *Id.*

Richland County relies on Section 15-78-60(16) of the Tort Claims Act in an attempt to bar liability. This Section is not applicable to the facts at issue in this case. Under subsection 16, a governmental entity is not liable for a loss resulting from:

maintenance, security, or supervision of any public property, **intended or permitted to be used as a park, playground or open area for recreational purposes**, unless the defect or condition causing a loss is not corrected by the particular governmental entity responsible for maintenance, security, or supervision within a reasonable time after actual notice of the defect or condition

S.C. Code Ann. § 15-78-60(16) (emphasis added). Ms. Castillo did not fall in a park, playground or on an open area, but on a sidewalk, which is clearly distinguishable from the larger and more open spaces named in this subsection. South Carolina Courts have never applied South Carolina section § 15-78-60(16) to use of sidewalks. *See Strother v. Lexington County Recreation Comm’n*, 332 S.C. 54, 504 S.E.2d 117 (1998) (applying S.C. Code Ann. § 15-78-60(16) in a case involving an injury that occurred on a public softball field); *Richardson v. City of Columbia*, 340 S.C. 515, 532 S.E.2d 10 (Ct. App. 2000) (applying S.C. Code Ann. § 15-78-60(16) in a case where a ditch collapsed at a public park owned by the City); and *Elledge v. Richland/Lexington Sch. Dist. Five*, 341 S.C. 473, 534 S.E.2d 289 (Ct. App. 2000) (holding that the district could be held liable under S.C. Code Ann. § 15-78-60(16) for injuries sustained by a minor child on a school playground).

Where an injury has occurred on a sidewalk, as is the case here, the claim is properly assessed under South Carolina Code that applies to public sidewalks is section 15-78-60(15), which states:

Governmental entities responsible for maintaining highways, roads, streets, causeways, bridges, or other public ways are not liable for loss arising out of a **defect or a condition in, on, under, or overhanging a highway, road, street, causeway, bridge, or other public way** caused by a third party **unless the defect or condition is not corrected by the particular governmental entity**

responsible for the maintenance within a reasonable time after actual or constructive notice.

Id. (emphasis added). The South Carolina Code defines a “sidewalk” as a portion of the street. S.C. Code Ann. § 56-5-480. South Carolina Courts have regularly applied S.C. Code Ann. § 15-78-60(15) in cases involving injuries on public sidewalks. *See e.g., Vaughn v. Town of Lyman*, 370 S.C. 436, 635 S.E.2d 631 (2006) (holding that the town was liable pursuant to S.C. Code Ann. 15-78-60(15) where a person’s injuries were caused by a defect in public sidewalk and the mayor had actual notice of the defect); *and Major v. City of Hartsville*, 410 S.C. 1, 763 S.E.2d 348 (2014) (applying S.C. Code Ann. § 15-78-60(15) and overturning the grant of summary judgment holding where a genuine issue of material fact existed as to whether the city had constructive notice of rut that extended into a sidewalk).

A plain reading of these two subsections of the Tort Claims Act makes it clear that subsection 15 is the applicable one. Section 15 does not say it applies “except when the public way is being used for recreational purposes,” or words to that effect. Indeed, there is no language in either subsection indicating that the purpose of the injured party’s use at the time of the injury has any bearing on whether the subsection would apply. Rather, the focus is on the *type* of property. Is it better described as a “public way” or an “open area intended for recreational purposes?” Clearly, a sidewalk falls under the former, which is why our appellate courts have repeatedly applied that subsection of the Tort Claims Act in cases involving injuries that occurred due to hazardous sidewalks. Based on the plain meaning of the statute, the Court should assess Richland County’s possible liability under Section 15-78-60(15). This assessment would require a jury determination of whether the County had constructive notice of the defect and failed to remedy it in a reasonable time.

IV. Richland County's Legal Duty to Inspect is a Red Herring.

Richland County has argued that because it cannot be held liable for a failure to inspect pursuant to South Carolina Code, Section 15-78-60(13), it is entitled to Summary Judgment. However, this analysis misses the mark. Richland County undeniably has a duty to take reasonable measures to maintain the sidewalk where Ms. Castillo fell. The County may not be held liable solely for its failure to inspect an area, but it certainly may conduct inspections as part of its reasonable maintenance plan, and the jury should be allowed to consider all actions the County took and did not take in determining whether it behaved reasonably in fulfilling its duties or, rather, breached its duty by failing to take reasonable action. Further, the County's inspections, or lack thereof, are reasonable to consider in making a determination that the County had constructive notice of the hazardous conditions of its sidewalk. Introducing evidence that the County did not do any inspections of the area where Ms. Castillo fell does not mean Plaintiffs are not attempting to hold Richland County liable for its failure to inspect public sidewalks. Rather, Plaintiffs have alleged that Richland County failed to make reasonable efforts to maintain the sidewalk under its purview, and this evidence is one small piece of the whole picture.

The duty to keep sidewalks in good repair arises whether the government has actual or constructive knowledge of the defect. *Vaughan v. Town of Lyman*, 370 S.C. 436, 635 S.E.2d 631 (2006). Constructive notice arises when a condition has existed for such a period of time that if the entity had used reasonable care, they would have discovered the condition. *Fickling v. City of Charleston*, 372 S.C. 597, 609-10 n. 34, 643 S.E.2d 110, 117, n.34 (Ct. App. 2007). Regularly, a failure to inspect or a decision not to inspect is used to demonstrate that an entity would have had notice of the defect, but for their failure to reasonably peruse the property and identify dangers. Presumably, because it is aware of its duty to repair dangers in which it has constructive notice,

the County has issued an Ordinance requiring the County to uphold this duty. Richland County Ordinance § 21-22, states: “The Director of Public Works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction, maintenance, and/or improvement projects.” This Ordinance is not being used against Richland County to prove liability but again is simply evidence of whether the County’s behaviors were reasonable.

There is no question in this case that the sidewalk is owned by Richland County. Richland County has a responsibility to maintain the sidewalks it owns. This sidewalk where Plaintiff tripped was in a defective and dangerous condition. *Exhibit B*, 22:23-23:7. This defective condition came about over time as the tree roots grew under the sidewalk causing elevation changes that are common. Such common occurrences that Richland County is aware occurs overtime. *Exhibit B*, p.13:19-22 and p. 23:19-20. These undisputed facts are sufficient for a jury to hold Richland County liable for failing to maintain the area of sidewalk that caused Ms. Castillo to fall and suffer traumatic injuries.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests this Court reconsider its Order granting Summary Judgment for Defendant Richland County and instead holds that (1) Plaintiff was an invitee at the time of her fall, (2) Richland County has a duty to take reasonable care to maintain sidewalks under its control, (3) South Carolina section 15-78-60(15) governs the standard to which Richland County is held for maintaining sidewalks, and (4) there are a number of factual determinations the jury must make to determine whether Richland County breached its duty to maintain the hazardous sidewalk where Ms. Castillo fell.

Respectfully submitted,

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May 26, 2026
Columbia, South Carolina

EXHIBIT A



EXHIBIT B

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND) C.A. NO. 2024-CP-40-03730

SHIRLEY CASTILLO AND)
CHARLES COOPER,)
)
PLAINTIFFS,)
)
) 30 (B) (6) DEPOSITION
)
VS.) OF
)
CANTERBURY PARK AT LAKE) RICHLAND COUNTY
CAROLINA ASSOCIATION, INC.,) (MICHAEL MALONEY)
AND RICHLAND COUNTY,)
)
DEFENDANTS.)

THE 30(B)(6) DEPOSITION OF RICHLAND COUNTY (MICHAEL MALONEY), TAKEN BEFORE TRACI COTHRAN, PROFESSIONAL VERBATIM REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF 12:11 P.M., THURSDAY, THE 13TH DAY OF NOVEMBER, 2025, GOINGS LAW FIRM, LLC, 1510 CALHOUN STREET, COLUMBIA, SOUTH CAROLINA.

Page 2

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*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12) MONTHS
FROM DATE OF CERTIFICATION.

Page 4

1 STIPULATIONS

2 IT IS STIPULATED BY AND BETWEEN COUNSEL
3 FOR THE RESPECTIVE PARTIES THAT ALL OBJECTIONS
4 ARE RESERVED UNTIL THE TIME OF TRIAL, EXCEPT
5 AS TO THE FORM OF THE QUESTION.

6 THIS 30(B)(6) DEPOSITION IS BEING TAKEN
7 PURSUANT TO THE SOUTH CAROLINA RULES OF CIVIL
8 PROCEDURE.

9 - - - -

10 THE READING AND SIGNING OF THIS 30(B)(6)
11 DEPOSITION IS WAIVED BY THE DEPONENT AND COUNSEL FOR
12 THE RESPECTIVE PARTIES.

13 WHEREUPON, MICHAEL MALONEY, BEING DULY SWORN
14 AND CAUTIONED TO SPEAK THE TRUTH, THE WHOLE TRUTH, AND
15 NOTHING BUT THE TRUTH, TESTIFIED AND DEPOSED AS
16 FOLLOWS:

17 EXAMINATION

18 BY MS. DRAPEAU:

19 Q Good morning. My name is Morgan Drapeau. I'm the
20 attorney here for the plaintiffs. Have you ever had
21 your deposition taken before?

22 A I have had a deposition taken before; yes.

23 Q Okay. I'm going to run through some ground rules with
24 you that you may already know or you may already heard
25 -- heard before. The first two are really related to

Page 5

1 keeping the record clean for the court reporter, okay?

2 It's important to give verbal responses to
3 everything. No head nods, head shakes. Even uh-huhs
4 and uh-uhs are not clear for the record, so, yes, nos,
5 explanations as you see fit, okay?

6 A Okay.

7 Q Also important to try to let me finish answering my
8 question before you provide your answer so that it's
9 clear for the court reporter.

10 A Uh-huh.

11 Q I'm probably going to ask long-winded questions, so if
12 you can bear with me until I get those out before you
13 provide your answer. But vice versa, if I ever cut you
14 off, just let me know that I've cut you off so I can
15 let you finish answering your question, okay?

16 A Okay.

17 Q It's sworn testimony here under oath. You have an
18 attorney with you that you may hear object to form to
19 some of my questions. When he objects to form, you'll
20 still answer the question unless he specifically
21 instructs you not to, okay?

22 A Okay.

23 Q If you need me to repeat a question because either he's
24 objected to form or I just asked a bad question, please
25 ask me to repeat or rephrase it. If you don't ask me

Page 6

1 to repeat or rephrase the question and you answer it
2 anyways, I'm going to assume that you understood the
3 question that was being asked, okay?

4 A Okay.

5 Q It's your deposition. You're the star of the show. I
6 like to try to be as quick as possible. I like to be
7 efficient, but if you need a break for any reason, just
8 let me know and we'll take a break. During a break,
9 any attorney-client privilege -- or communications are
10 no longer privileged, so I can ask you about those
11 communications. Okay, does that -- do you understand
12 that?

13 A Yep.

14 Q All right. I'm sure I missed a few there, but if
15 something happens along the deposition, I'll remind you
16 the rules, or your attorney will.

17 Can you state your full name for the record.

18 A Michael Joseph Maloney.

19 Q All right. And Mr. Maloney, is there any reason that
20 you can't give honest and truthful testimony today?

21 A No.

22 Q You had testified earlier that you have been deposed
23 before. Do you know how many times you've been
24 deposed?

25 A Two.

Page 7

1 Q Were any of those times as an employee of Richland
2 County?

3 A Yes.

4 Q What role were you in when you were deposed those prior
5 two times?

6 A Director of Public Works for one time.

7 Q And for the other time?

8 A I was in a different state.

9 Q And when was the last deposition that you had as the
10 Director of Public Works for Richland County?

11 A I -- I believe it was in 2022.

12 Q And do you know what kind of case it was for?

13 A It was for a termination case for an employee that was
14 released from their duties.

15 Q Where do you currently reside?

16 A My home address?

17 Q Yes, sir.

18 A 5 Regatta Court, Columbia, South Carolina 292 -- 212.

19 Q Is that in Richland County?

20 A It's in Lexington County.

21 Q Do you have any family members that live in Richland
22 County?

23 A No.

24 Q And how long have you been employed with Richland
25 County?

Page 8

1 A Since January 20th of 2020, so something like five and
2 three quarter years.

3 Q I was going to tell you that was only three years ago
4 because that's how Covid has messed up my brain, but
5 it's been a while now.

6 A It feel -- it -- yes, two -- two years are deducted for
7 that.

8 Q Were you hired as the director of public works?

9 A I was hired for that, yes.

10 Q Where were you working before that?

11 A I was working in Madison, Wisconsin.

12 Q Where did you work in Madison, Wisconsin?

13 A For MSA Professional Service, Incorporated.

14 Q And what was your role there?

15 A I was a vice president in municipal engineering.

16 Q And how long did you have that role?

17 A Eleven years.

18 Q How long did you live in Wisconsin?

19 A A number of years. Since I was five, other than eight
20 years in the Navy and maybe five years other places. I
21 came back to our hometown in year 2000, somewhere in
22 there.

23 Q Why did you decide to leave your prior role in
24 Wisconsin?

25 A I had a son that was at the Citadel, and we were

Page 9

1 looking to get here. We had family also in South
2 Carolina, kind of near Murrells Inlet, and you know,
3 just other family coming here, my son being here, and
4 we'd always kind of eye -- eyeballed South Carolina for
5 quite a while.

6 Q And your son doesn't live in Columbia?

7 A My -- no, not -- in Columbia?

8 Q Yes.

9 A My son -- I have one son in Charleston at the Citadel
10 and one who graduated from it.

11 Q Okay. But does the one who graduated from here, does
12 he live in Columbia?

13 A He currently does.

14 Q Okay. So he does live in Richland County?

15 A No. He lives in Lexington County.

16 Q Okay. All right. I told you I'd ask some bad
17 questions.

18 All right. Where did you go to college?

19 A University of Wisconsin-Madison.

20 Q And when'd you graduate?

21 A 1990 --

22 Q And what was your degree?

23 A -- 3.

24 Q Sorry.

25 A I'm sorry. It's -- you're asking me questions of the

Page 10

1 past, so...

2 Q You believe it was 1993 when you graduated from --

3 A December of 1993.

4 Q And what was your degree?

5 A It was in construction management; civil engineering.

6 Q Did you have any education past undergrad?

7 A Not that earned a degree.

8 Q What kind of education did you do past undergrad?

9 A Lean Six Sigma, various leadership and management
10 certificates.

11 Q When you were employed with Richland County, did you
12 receive any specific training for your role at Richland
13 County for the Director of Public Works?

14 A I came in with the experience that I -- I had
15 previously, but I also was trained in, you know, the
16 various, I -- I guess, operations and policies that
17 they had.

18 Q Okay. And what are your responsibilities as the
19 director of public works?

20 A To -- to direct the -- the staff within the
21 organization that provides services in multiple
22 divisions.

23 Q Do you know how many staff members report to you?

24 A Yes. Currently there are about nine.

25 Q And do they all have a same role or do they have

Page 11

1 different roles?

2 A Different roles.

3 Q Okay. And what are their roles in the organization?

4 A Two are the county engineer -- county engineer and the
5 deputy director. I also have the assistant director of
6 transportation, the manager of public works
7 administration, and the safety and training supervisor.
8 And one administrative assistant.

9 Q So what does the public works department do?

10 A A lot of outward-facing services to the citizens of
11 Richland County.

12 Q What are those outward-facing services?

13 A One is roads and drainage maintenance, two is solid
14 waste and recycling, three is special services,
15 roadside litter pickup. And airport is another one;
16 CUB, the county airport. Stormwater management is
17 another one. New development management.

18 Q Are there any other outward-facing services?

19 A And then the -- the last one is engineering. That's
20 it.

21 Q Is the public works department responsible for
22 repairing sidewalks?

23 A Yes.

24 Q And which of those seven services that you just
25 mentioned would that fall under?

Page 12

1 A Roads and drainage maintenance.

2 Q How does the public works department become
3 knowledgeable of a potential hazard on a sidewalk?

4 A Notification by an H -- you know, by HOA or it's
5 private citizen through the one-stop system, the call-
6 in that usually originates with the ombudsman's office.

7 Q So is it fair to say that it's not uncommon for an HOA
8 to report potential hazards to the ombudsman's office
9 that is then reported to the public works department?

10 A That's very typical.

11 Q And it's also not uncommon for a private citizen to
12 report a --

13 A That's also true.

14 Q -- potential hazard?

15 A Yes.

16 Q Does the public works department itself ever inspect
17 sidewalks before they've been notified of a hazard to
18 see if there are any hazards?

19 A No.

20 Q Do employees, like with the public works department, if
21 they happen to just see a hazard or a potential hazard,
22 do they ever report theirs on their own in their
23 capacity as an employee for the public works
24 department?

25 A They can. So, when we get a call for a specific work

Page 13

1 item, that group generally scans that area and does
2 additional work. So, a common one would be potholes,
3 because people will report a pothole that they may have
4 seen or -- or felt, and then we -- we, you know --
5 their -- they may be symptomatic, but there's another
6 area around it.

7 Q Do those employees also have to go through the
8 ombudsman's -- sorry, I'm not going to be able to say
9 that correctly -- office, or is there an inner way of
10 reporting other potential hazards?

11 A We generally like everything to go through the
12 ombudsman's office so it's documented.

13 Q So the only way Richland County will know of a trip
14 hazard on a sidewalk is if it's reported by either a
15 private citizen, a member of the HOA, or if it has
16 potentially been seen by an employee when they're
17 inspecting another area.

18 A That's true.

19 Q Do you agree that one of the goals of the public works
20 department is to try to keep roads and sidewalks safe
21 for community members?

22 A Yes.

23 Q Do you know if Canterbury Lake (as stated) has ever
24 reported any hazards or potential hazards of sidewalks
25 or roads to Richland County?

Page 14

1 A I believe they did in May of 2024.

2 MR. LINDEMANN: It's Canterbury Park, isn't it?

3 MS. DRAPEAU: Yeah. What did I say? Canterbury
4 Lake.

5 MR. LINDEMANN: Canterbury Lake.

6 MS. DRAPEAU: I'm sorry.

7 BY MS. DRAPEAU:

8 Q Are you aware of any reports by Canterbury Park before
9 May of 2024?

10 A No.

11 Q Are there any contracts between Richland County Public
12 Works Department and these HOA depart- -- or HOA
13 communities that inform the HOA communities that
14 they're responsible for reporting trip hazards?

15 A I'm not aware of contracts.

16 Q Are you aware of any kind of verbal agreements or
17 conversations that are had?

18 A I'm not aware of those.

19 Q What did you review today to become familiar with the
20 facts of the case that we're here for?

21 A I saw the -- a couple of emails. Well, I guess they
22 were actually emails of the one-stop request.

23 Q Did you review anything else?

24 A I -- I don't recall what it -- what -- if there was
25 anything else.

Page 15

1 Q Have you seen any pictures?

2 A Oh, I saw pictures. Thank you.

3 Q Let me go ahead and mark this as Plaintiffs' Exhibit 1.

4 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT

5 NUMBER 1, NOTICE OF DEPOSITION, ATTACHED.)

6 BY MS. DRAPEAU:

7 Q This is the notice of taking your deposition today.

8 Did you review this notice when preparing for today's
9 deposition?

10 A This -- I -- I assume this wasn't originally -- was it
11 originally dated November 13, 2025?

12 Q It may have been originally dated in September. I
13 think I sent a new one, or maybe my computer messed it
14 up.

15 A Okay. Yes, I generally saw this -- this document.

16 Q Okay. And we'll mark this as Plaintiffs' Exhibit 2.

17 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT

18 NUMBER 2, PHOTOGRAPHS, ATTACHED.)

19 MR. LINDEMANN: Thanks.

20 BY MS. DRAPEAU:

21 Q Have you -- did you see any of those photos when you
22 were preparing for today's deposition? There's four or
23 five different ones.

24 A I saw something. Not this other -- I probably saw
25 maybe something like this second one. I think I saw

Page 16

1 the third one. The only thing I didn't -- oh, yes, I
2 saw them.

3 Q At least some of those?

4 A Yes.

5 Q Is that correct?

6 A Uh-huh.

7 Q And are those, as best as you know, images of where the
8 fall happened that is the basis of this lawsuit?

9 A I -- I -- I don't know, but it's based on, if you tell
10 me that's where it was, I would not offer any other
11 location.

12 Q Did you ever go out yourself and inspect this location?

13 A Members of our -- our team did. I had not physically
14 been to the site.

15 Q Did you have any communications with any of the members
16 of your team about their inspections?

17 A I think back in 2024.

18 Q And were any of those communications via email or text
19 messages?

20 A Mine were verbal.

21 Q Did you have any email or electronic correspondence
22 regarding this incident as the Director of Public Works
23 for Richland County?

24 A I think when they -- a couple members of public works
25 provided information; I saw that.

Page 17

1 MR. LINDEMANN: And I assume your question's other
2 than with counsel.

3 MS. DRAPEAU: Of course, yes.

4 MR. LINDEMANN: Okay.

5 MS. DRAPEAU: Yeah.

6 BY MS. DRAPEAU:

7 Q Were you ever asked to provide those emails, not
8 related -- not with counsel, but any emails from other
9 members of the public works department that you may
10 have received to counsel?

11 A No.

12 Q Could you find those emails if we asked you to, to
13 produce?

14 A Where I provided an email?

15 Q I think you just testified that you -- there was some
16 email correspondence amongst yourself and other members
17 of the public works department related to this
18 incident.

19 A I think I saw an email that -- that was related to
20 them, whatever work they -- they were doing out there,
21 yes, at that time.

22 MR. LINDEMANN: If I could just interject. If you
23 could narrow it to -- I want to distinguish emails
24 where I requested information, and I can tell you, Mr.
25 Maloney was the person who I got information from to

Page 18

1 answer discovery. So I -- I don't know if you're
2 asking about emails since the lawsuit was filed or
3 emails prior to the lawsuit being filed. You follow
4 what I'm saying?

5 MS. DRAPEAU: I do.

6 MS. LINDEMANN: Okay. And I --

7 WITNESS: Yeah.

8 MS. DRAPEAU: -- for emails prior to the lawsuit
9 being filed that may have been amongst any members of
10 the public works department that you're aware of.

11 WITNESS: Yeah, I -- at this time, I'm not aware
12 of them, but I -- I think I was made aware of the issue
13 back in 2024.

14 BY MS. DRAPEAU:

15 Q Do you know which member of your team went and
16 inspected the area?

17 A Yes. The supervisor of asphalt and concrete, Mr.
18 Travis Thomas.

19 Q And is Mr. Thomas still employed with Richland County.

20 A Yes.

21 Q Did you have any communications with Mr. Thomas when he
22 went and inspected the area about what his
23 investigation uncovered?

24 A Not directly.

25 Q Was this area of the sidewalk repaired after the

Page 19

1 inspection occurred?

2 A Yes. My -- my understanding is they ground the upper
3 portion down. They did a milling of the top of the
4 sidewalk surface.

5 Q Do you know if any other areas of sidewalk were
6 repaired in that location?

7 A Yeah. Mr. Thomas reported to me that they had done
8 other areas. And that was something I'd recently asked
9 him because I looked at it from -- from the street view
10 and I could see white bands on other stones.

11 Q Do you know how many other areas were repaired?

12 A I'm -- I'm just going to say three or four. I -- I
13 don't know if there were any more than that.

14 Q So, forgive me, this is going to be difficult for both
15 of us because I'm no engineer, but as best I understand
16 it, these sidewalks that were constructed were sidewalk
17 panels. Is that correct?

18 A Well, I -- you know, we weren't there when they were
19 constructed. They're usually slip formed as a
20 continuous pour, and then they strike joints, every --
21 and each one of those is called a stone; you just
22 referred to as a panel. And that's -- they're struck
23 so that they -- they crack at a -- a known location
24 where they strike in a joint.

25 When concrete has to extend past a certain

Page 20

1 distance, they have to put in an expansion joint. An
2 expansion joint is usually also referred to kind of the
3 end of a pour, or if it's between a pour, they put some
4 type of filler material between the panels so that when
5 the sun hits them, the concrete will expand. They --
6 they have something that they can -- they can expand
7 into, other than concrete.

8 Q So an expansion joint is placed at the time that you're
9 constructing the original --

10 A That's right.

11 Q -- sidewalk?

12 A That's right.

13 Q And in Plaintiffs' Exhibit 2, those images, is that an
14 expansion joint in between two stones?

15 A Yes, that's an expansion joint with a wood filler.

16 Q So as you were just testifying, it's a natural
17 occurrence for concrete to need to expand and move
18 whenever it's laid and poured. Is that correct?

19 A That's correct.

20 Q Okay. So it's not uncommon for concrete stones to
21 become uneven. Is that correct?

22 A It's not due to their shrink and swell that would cause
23 them to, you know, change in height; that would be due
24 to something else.

25 Q Okay. And what kind of factors may cause concrete to

Page 21

1 change in height?

2 A Roots.

3 Q And what is that?

4 A Huh?

5 Q What is -- what's rits (as stated)?

6 A Oh, that's a Wisconsin term for roots. Yes, I get
7 laughed at.

8 MR. LINDEMANN: I was about to translate for you.

9 WITNESS: Yeah. The roof and the roots. So I
10 guess they're called roots --

11 MS. DRAPEAU: Okay.

12 WITNESS: -- and roof -- roof here, so I have a
13 hard time with your phonetics.

14 But the -- I think there was a picture just
15 viewing it. I don't know if any of these covered,
16 actually, that there's a tree just out of frame, maybe,
17 to the inside. And I know where I'm -- I'm showing you
18 a -- the picture and it looks like that the deviation
19 and height here is on one side but not the other.

20 Q Yes, sir.

21 A So that means that there was an expansion of roots --
22 roots coming from this direction and trying to probably
23 get to this grass terrace. And -- and as they develop
24 over time, something like that could happen, yes.

25 Q Do you mind if I hold that real quick? All right, just

Page 22

1 for clarity of the record, he was looking when he was
2 talking just now at picture number 3 in Plaintiffs'
3 Exhibit 2. Is that correct?

4 A Yes.

5 Q Okay. All right. So, as best we can understand, it
6 was probably roots coming from a nearby tree going
7 underneath the sidewalk that caused the uneven
8 elevation. Is that correct?

9 A That would be my opinion.

10 Q Does Richland County agree that that elevation is a
11 trip hazard?

12 MR. LINDEMANN: Object to the form.

13 MS. DRAPEAU: You still can answer.

14 WITNESS: Could you restate that?

15 MS. DRAPEAU: Sure.

16 BY MS. DRAPEAU:

17 Q Does Richland County agree that that elevation is a
18 trip hazard?

19 MR. LINDEMANN: Object to the -- the form again.

20 MS. DRAPEAU: You can answer the question.

21 WITNESS: Would you restate?

22 BY MS. DRAPEAU:

23 Q Does Richland County agree that that elevation and
24 height is a trip hazard?

25 MR. LINDEMANN: Yeah, you can answer to the best

Page 23

1 of your ability. I'm stating an objection. I'm going
2 to repeat it again.

3 WITNESS: Yes, I -- I think on the inside of the
4 sidewalk, it -- it appears to be what it -- I would
5 consider a trip hazard in my professional opinion. And
6 that would be if you were walking on the inside of the
7 sidewalk, kind of the, you know...

8 BY MS. DRAPEAU:

9 Q So you don't see any trip hazard on the other side of
10 the sidewalk?

11 A I do not see it, no.

12 Q Okay. Bear with me one second. I'm just looking over
13 my notes. Do you know who owns the sidewalk?

14 A Richland County maintains anything within the right-of-
15 way, and I believe the sidewalk is in the right-of-way.

16 Q So Richland County is responsible for maintaining the
17 sidewalk?

18 A Yes.

19 Q Does Richland County own the sidewalk?

20 A I believe, yes, the public owns the sidewalk.

21 Q Do you know if Canterbury Park has any ownership over
22 the sidewalks in their neighborhood?

23 A I don't know.

24 Q Do you know if Canterbury Park has -- do you believe
25 that Canterbury Park has any obligation to inspect the

Page 24

1 sidewalks that are in their neighborhood?

2 A I do not.

3 Q If you don't believe that Canterbury Park has an
4 obligation to inspect the sidewalks in their
5 neighborhood, how is Richland County supposed to become
6 aware of trip hazards?

7 A We expect notifications of trip hazards as they're
8 identified, but in it -- it's could be by anybody;
9 so...

10 Q Would you agree that most notifications happen only
11 after someone falls or is injured?

12 A I don't think so, no. For instance, you know, I
13 haven't been sitting in a room like this over a trip
14 hazard.

15 Q You have not been sitting in a room like this over a
16 trip hazard?

17 A No, before today. So most -- most of the call-ins are
18 -- are just reporting that they see an uneven --
19 something uneven.

20 Q Do you know if any of your other employees at the
21 public works department have been called in for similar
22 depositions today for trip hazards?

23 A I am not aware.

24 Q Were you aware of any warning signs that were located
25 in this area to warn people of uneven concrete

Page 25

1 surfaces?

2 A No.

3 Q Does Richland County ever put out warning signs in the
4 Canterbury Park area or any other area that warns
5 people of uneven surfaces?

6 A No. Except if we're in the middle of maintenance, you
7 know, we'll just put us a warning sign out if we're in
8 the middle of maintenance.

9 Q If an uneven sidewalk -- if Richland County comes to
10 notice an uneven sidewalk, is there any way besides
11 warning signs that they warn members of the community
12 of that uneven pavement before they're able to fix it?

13 A I don't think so.

14 Q Do you have any knowledge about Ms. Castillo -- she's
15 one of the plaintiffs in this case -- her injuries that
16 occurred after she tripped and fell on this sidewalk?

17 A I don't have the details, no.

18 Q Do you know if this specific incident was reported to
19 the ombudsman's office?

20 A I believe it was.

21 Q Do you know who it was reported by?

22 A Originally, I -- I was informed that it was reported by
23 the homeowner, and then it was subsequently reported by
24 the HOA.

25 Q Do you know how long it was before Richland County was

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1 out there to inspect the area?

2 A I don't recall. I believe the inspection occurred
3 fairly rapidly, followed by the maintenance.

4 Q Does Richland County have any plan in the future to
5 start inspecting sidewalks in an effort to repair trip
6 hazards?

7 A We currently don't.

8 Q Does the public works department have any policies and
9 procedures related to sidewalk inspections?

10 A No.

11 Q Is there any formal training given to any employees of
12 the public works department regarding sidewalk
13 inspections for trip hazards?

14 A No. When they're doing maintenance on those called in,
15 they're to remove them so as to make it flush.

16 Q But there is no formal training to identify trip
17 hazards in sidewalks in Richland County?

18 A No.

19 Q I -- I didn't know if you're about to object to
20 something. I'm sorry.

21 Does Richland County believe that Ms. Castillo was
22 negligent for this trip and fall?

23 A I have no opinion.

24 Q Does Richland County have any opinion?

25 MR. LINDEMANN: Object to the form.

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1 WITNESS: Please restate the form.

2 BY MS. DRAPEAU:

3 Q Does Richland County have an opinion as to whether Ms.
4 Castillo was negligent in any way related to this trip
5 and fall?

6 MR. LINDEMANN: I think that's beyond the scope of
7 your notice, but --

8 WITNESS: Yeah, I -- I --

9 MS. DRAPEAU: One of the topics in my notice is
10 about Richland County's defenses asserted in their
11 answer, which I believe has something to do with Ms.
12 Castillo's potential negligence in this. So I was
13 trying to determine if Richland County had any opinion
14 today.

15 WITNESS: I -- I'm not aware of it.

16 BY MS. DRAPEAU:

17 Q Okay. I don't think I have any further questions at --
18 right now. Or I can take a minute or two to look over.
19 If y'all have follow-up, I can do that then, not to
20 waste --

21 MR. LINDEMANN: Do you have any questions?

22 MR. BALCERZAK: Just maybe, like, one or two
23 things real quick.

24 MR. LINDEMANN: Go ahead.

25 EXAMINATION

Page 28

1 BY MR. BALCERZAK:

2 Q Good afternoon. I think we met off the record, but my
3 name is Drew Balcerzak. I'm one of the attorneys
4 that's representing Canterbury Park Association in this
5 lawsuit.

6 You testified earlier about the types of people
7 that would notify your office about any issues with
8 sidewalks. Is it fair to say that an HOA, a private
9 citizen, or an employee are all in essentially the same
10 position in their ability to report those things?

11 A Yeah, and I -- I mentioned HOA, and the reason I -- I
12 did that is because I go to a lot of meetings. And so
13 when I'm at the meetings, you know, I can't be
14 everywhere, there's a lot of HOAs. But when I go to
15 those, the -- the -- there's a lot of citizens there,
16 and that's where a lot of issues come together. They
17 have law enforcement at those meetings and different
18 things, talking about all kinds of things that are
19 hazardous.

20 So I brought that up because I know -- I know from
21 my firsthand -- firsthand experience that's where a lot
22 of citizens come to say, you know, something needs to
23 be fixed. And that -- that I've seen firsthand many
24 times in Richland County.

25 Q You were asked about whether Canterbury Park

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1 Association had ever made any reports regarding some
2 issues with the sidewalks in the past. Is Richland
3 County aware of any private citizens that reside in
4 that area making those similar reports?

5 A I think we -- we searched our --- our system and we
6 could not -- we could not find anything before that
7 incident. So, you know, our answer is based on, you
8 know, what we -- what we have in our one-stop system,
9 or you know, that would have been come in from multiple
10 sources or through the ombudsman's office.

11 Q So the -- the public is who owns the sidewalk at issue
12 in this case; is that fair?

13 A Yes.

14 MR. LINDEMANN: Object to the form; go ahead.

15 WITNESS: And -- and, yes, I believe this is
16 contained within the public right-of-way.

17 BY MR. BALCERZAK:

18 Q So Richland County is the only entity or the Richland
19 County -- strike that question.

20 The Department of Public Works of Richland County
21 would be the only department that would be doing any
22 kind of maintenance of the sidewalk at issue in this
23 case?

24 A Yes, that would be anticipated.

25 Q Are you aware of any other instances where Canterbury

Page 30

1 Park took it upon themselves to maintain the sidewalk?

2 A I'm not a hundred percent sure on that to -- to be able
3 to answer that question.

4 I know Richland County did grinding right after
5 the incident. They weren't as familiar with something
6 else I noticed, which was kind of like just beyond the
7 generalement at the main road, there's an apron
8 replaced. And I -- I don't know if we have
9 documentation on that, but I can't imagine the HOA
10 doing that, but that was done.

11 And I believe there was sort of an asphalt trail,
12 but that goes then onto the HOA property that -- that
13 the HOA took care of. But I can't really speak to
14 other people doing maintenance on -- on the, you know,
15 on a facility when we're not there.

16 Q I don't think I have any other questions. Thank you so
17 much for your time.

18 A Thank you. Thank you.

19 MR. LINDEMANN: I don't have any questions.

20 FURTHER EXAMINATION

21 BY MS. DRAPEAU:

22 Q I just -- I know about aprons in cooking, but I'm not
23 sure what an apron was that you just referred to. What
24 were you referring to?

25 A The ADA access ramp --

Page 31

1 Q Okay.

2 A -- that connects to the roads.

3 Q And it appeared that there had been --

4 A A replacement there of the panels.

5 Q And as best as Richland County --

6 A I didn't have a record of that.

7 Q Of Richland County replacing it.

8 A Right; yeah.

9 Q Okay, nothing further. I told you I'd be quick. See
10 if get yelled at.

11 COURT REPORTER: Is he going to read and sign or
12 waive?

13 MR. LINDEMANN: Let me talk to him about it real
14 quick, and I'll let you know before you head out.

15 COURT REPORTER: Okay. Meagan, do you want the
16 original and E-Tran?

17 MS. DRAPEAU: Yes.

18 COURT REPORTER: Oh, Morgan, I'm sorry.

19 MS. DRAPEAU: That's fine. My grandma does it all
20 the time.

21 COURT REPORTER: Mr. Balczerzak?

22 MR. BALCERZAK: We'll just take an E-Tran.

23 COURT REPORTER: Mr. Lindermann?

24 MR. LINDEMANN: E-Tran is fine with -- with
25 exhibits, please.

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1 COURT REPORTER: Okay. All right.
2 (WHEREUPON, THE DEPOSITION CONCLUDED AT 12:51 P.M.)
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Page 33

CERTIFICATE

This is to certify that the foregoing (30) (b) (6) deposition of RICHLAND COUNTY (MICHAEL MALONEY), consisting of 32 pages, is a true and correct transcript of the testimony given by said deponent after first being duly sworn; said deposition was reported by method of Stenomask with digital backup. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 28th day of November, 2025.


Traci Cothran
Verbatim Reporter

Notary in and for the State of South Carolina
My Commission Expires: July 26, 2033

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

FORM 4

JUDGMENT IN A CIVIL CASE **EXHIBIT D**

CASE NO. 2024CP4003730

Shirley Castillo et al
PLAINTIFF(S)

Lake Carolina Masters Association Inc
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:

See Page 2 for Order of Court.

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 08/05/2026 .

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.

Plaintiffs filed a Motion to Reconsider the Court's Order issued on May 6, 2026 granting Summary Judgment for Richland County. The Motion was heard via WebEx on July 13, 2026.

Initially, Defendant argued that the Court did not have jurisdiction because Plaintiffs failed to serve the Motion to Reconsider within the 20 days as required by Rule 59(e), SCRCP. Plaintiffs' Counsel presented an email showing that the Motion had been emailed to the Court with a copy to all Defendants' counsel on May 26, 2026. For some reason, the efilng system failed to include Defendant's counsel on the distribution of the filed Motion, but it had already been emailed which the Court finds satisfies the rule for service. Therefore, the Court finds that Defendant's counsel was timely served with the Motion.

In a Motion for Summary Judgment, the Court must determine if "any triable issues of fact exist [and] the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Simmons v. Berkeley Elec. Coop., Inc.* 419 S. C. 228 (2016). Upon further consideration of the record and arguments of counsel, the Court finds that there are genuine issues of material fact as to this Defendant and thus, summary judgment is not appropriate. Therefore, the Court rescinds its Order of May 6, 2026 and denies this Defendant's Motion for Summary Judgment. It is so Ordered.



Richland Common Pleas

Case Caption: Shirley Castillo , plaintiff, et al vs Canterbury Park At Lake Carolina Association Inc , defendant, et al
Case Number: 2024CP4003730
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

CASE NO. 2024CP4003730

Shirley Castillo et al
PLAINTIFF(S)

Lake Carolina Masters Association Inc
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:

The Court issued a Form 4 on April 14, 2026 granting Defendant Canterbury Park's Motion for Summary Judgment. A formal order was filed on May 6, 2026. In its ruling, the Court relied on the Motion, Memorandum in Support of its Motion, argument of counsel and various exhibits presented. Plaintiffs did not file a Memorandum in opposition. Plaintiffs initially filed a Motion to Reconsider based on the Form 4 issued April 14, 2026 and then filed a more formal Motion to Reconsider on May 27, 2026. Upon consideration of Plaintiffs' Motion to Reconsider, the Court does not find that the Plaintiffs have presented any grounds for altering or amending its May 6, 2026 Order and Plaintiffs' Motion is respectfully denied. Further, the Court does not find that a hearing is necessary to address this motion.

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 06/30/2026 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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Richland Common Pleas

Case Caption: Shirley Castillo , plaintiff, et al vs Canterbury Park At Lake Carolina Association Inc , defendant, et al

Case Number: 2024CP4003730

Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Perry H. Gravely, Circuit Court Judge

Case No. 2024-CP-40-3730

Shirley Castillo and Charles Cooper,..... Respondents,

v.

Canterbury Park at Lake Carolina Association, Inc., a/k/a, Lake Carolina
Masters Association, Inc., and Richland County, Defendants,

Of which, Richland County is Appellant.

NOTICE OF APPEAL

The Appellant Richland County hereby appeals the Form Order Granting Motion for Reconsideration as issued by Circuit Court Perry H. Gravely as filed August 5, 2026.

The Appellant’s counsel received written notice of entry of the Form Order Granting Motion for Reconsideration on September 11, 2026, upon receipt of an email from Respondents’ counsel on that date. The Appellant’s counsel did not receive a copy of the Form Order through the South Carolina E-filing System because, unbeknownst to him, counsel had been marked as “inactive” by the Clerk’s Office. This Notice of Appeal has been filed within thirty days of receipt of written notice of entry of the Form Order Granting Motion for Reconsideration.

The Court should note that there is an earlier appeal filed by the Respondents in this same litigation which is assigned Appellate Case Number 2026-001670. This appeal may be assigned that same appellate case number or be consolidated with that appeal.

s/ Andrew F. Lindemann

ANDREW F. LINDEMANN #13030
LINDEMANN LAW FIRM, P.A.
5 Calendar Court, Suite 202
Post Office Box 6923
Columbia, South Carolina 29260
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Counsel for Appellant Richland County

October 9, 2026

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Counsel for Canterbury Park at Lake Carolina Association, Inc.

RECEIVED

Oct 09 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Perry H. Gravely, Circuit Court Judge

Case No. 2024-CP-40-3730

Shirley Castillo and Charles Cooper,..... Respondents,

v.

Canterbury Park at Lake Carolina Association, Inc., a/k/a, Lake Carolina
Masters Association, Inc., and Richland County, Defendants,

Of which, Richland County is Appellant.

CERTIFICATE OF SERVICE

Pursuant to Section (d)(1) of the Supreme Court's Order Methods of Electronic Filing and Service Under Rule 262 of the South Carolina Appellate Court Rules (As Amended April 24, 2024), the undersigned employee of Lindemann Law Firm, P.A., counsel for the Appellant Richland County, does hereby certify that service of the **Notice of Appeal** in the above-captioned matter was made upon all counsel of record by email only this the 9th day of October 2026, as follows:

Robert F. Goings, Esquire
Morgan Y. Drapeau, Esquire
Goings Law Firm, LLC
Email: rgoings@goingslawfirm.com
Email: mdrapeau@goingslawfirm.com

John M. Grantland, Esquire
Murphy & Grantland, P.A.
Email: jgrantland@murphygrantland.com

s/ Andrew F. Lindemann

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4003730

Shirley Castillo et al
PLAINTIFF(S)

Lake Carolina Masters Association Inc
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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- ☒ **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:

See Page 2 for Order of Court.

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 08/05/2026 .

RECEIVED
Oct 09 2026
SC Court of Appeals

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.

Plaintiffs filed a Motion to Reconsider the Court's Order issued on May 6, 2026 granting Summary Judgment for Richland County. The Motion was heard via WebEx on July 13, 2026.

Initially, Defendant argued that the Court did not have jurisdiction because Plaintiffs failed to serve the Motion to Reconsider within the 20 days as required by Rule 59(e), SCRCP. Plaintiffs' Counsel presented an email showing that the Motion had been emailed to the Court with a copy to all Defendants' counsel on May 26, 2026. For some reason, the efilng system failed to include Defendant's counsel on the distribution of the filed Motion, but it had already been emailed which the Court finds satisfies the rule for service. Therefore, the Court finds that Defendant's counsel was timely served with the Motion.

In a Motion for Summary Judgment, the Court must determine if "any triable issues of fact exist [and] the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Simmons v. Berkeley Elec. Coop., Inc.* 419 S. C. 228 (2016). Upon further consideration of the record and arguments of counsel, the Court finds that there are genuine issues of material fact as to this Defendant and thus, summary judgment is not appropriate. Therefore, the Court rescinds its Order of May 6, 2026 and denies this Defendant's Motion for Summary Judgment. It is so Ordered.



Richland Common Pleas

Case Caption: Shirley Castillo , plaintiff, et al vs Canterbury Park At Lake Carolina Association Inc , defendant, et al
Case Number: 2024CP4003730
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Perry H. Gravely, Circuit Court Judge

Case No. 2024-CP-40-03730
Appellate Case No. _____

Shirley Castillo and Charles Cooper, Respondents,

v.
Canterbury Park at Lake Carolina Association, Inc., a/k/a, Lake Carolina
Masters Association, Inc., and Richland County, Defendants,

Of which Richland County is Appellant.

**RESPONDENTS' MOTION TO DISMISS THE APPEAL OF RICHLAND COUNTY
AND MEMORANDUM IN SUPPORT**

Respondents Shirley Castillo and Charles Cooper move under Rule 240, SCACR, to dismiss the appeal of Appellant Richland County. The County appeals an order of the circuit court that denies its motion for summary judgment. The denial of summary judgment is not appealable. *Olson v. Faculty House of Carolina, Inc.*, 354 S.C. 161, 167–68, 580 S.E.2d 440, 443–44 (2003); *Fay v. Total Quality Logistics, LLC*, 419 S.C. 622, 633–34, 799 S.E.2d 318, 325 (Ct. App. 2017). The appeal should be dismissed.

STATEMENT OF THE CASE

Respondents sued Canterbury Park at Lake Carolina Association, Inc. and Richland County in the Richland County Court of Common Pleas, Civil Action No. 2024-CP-40-03730, for injuries Shirley Castillo suffered when she fell on a sidewalk on March 20, 2024.

By order filed May 6, 2026, the circuit court granted the County’s motion for summary judgment. Respondents moved for reconsideration, and the motion was heard on July 13, 2026. By Form 4 order filed August 5, 2026, the circuit court found “that there are genuine issues of material fact as to this Defendant and thus, summary judgment is not appropriate,” rescinded its May 6, 2026 order, and “denie[d] this Defendant’s Motion for Summary Judgment.” (Ex. A.) The form marks the order as one that “does not end the case.” (Id.)

Separately, Respondents appealed the circuit court’s grant of summary judgment to Canterbury Park. That appeal is pending as Appellate Case No. 2026-001670.

On October 9, 2026, the County filed a Notice of Appeal from the “Form Order Granting Motion for Reconsideration as issued by Circuit Court Perry H. Gravely as filed August 5, 2026.” (Ex. B.) The County’s notice suggests that its appeal may be assigned the same appellate case number as Respondents’ appeal or consolidated with it. (Id.)

ARGUMENT

I. An order denying summary judgment is not appealable.

Our Supreme Court has long held that “the denial of summary judgment is not directly appealable.” *Olson v. Faculty House of Carolina, Inc.*, 354 S.C. at 167, 580 S.E.2d at 443–44 (quoting *Ballenger v. Bowen*, 313 S.C. 476, 476–77, 443 S.E.2d 379 (1994)). The reason is that “the denial of summary judgment does not finally determine anything about the merits of the case and does not have the effect of striking any defense since that defense may be raised again later in the proceedings. Therefore, an order denying a motion for summary judgment is not appealable.” *Id.* (quoting *Ballenger*, 313 S.C. at 477–78, 443 S.E.2d 379). In *Olson*, the Court declined to depart from that rule, holding that “the denial of a motion for summary judgment is not appealable, even

after final judgment,” and expressly overruling Court of Appeals decisions inconsistent with it. *Id.* at 168, 580 S.E.2d at 443–44.

The order the County appeals is exactly that kind of order. The circuit court found genuine issues of material fact, denied the County’s motion for summary judgment, and left the case pending for trial. (Ex. A.) It decides nothing about the merits of Respondents’ claims against the County and strikes none of the County’s defenses, each of which remains available to the County at trial. Because the denial of summary judgment is not reviewable even after final judgment, it cannot be reviewed now, before one.

II. Respondents’ pending appeal does not make the County’s appeal proper.

The County’s notice points to Respondents’ earlier appeal and asks that the two be given one number or consolidated. That does not help the County. “The denial of summary judgment is not appealable even when accompanied by a proper appeal of the grant of summary judgment on a separate issue.” *Fay v. Total Quality Logistics, LLC*, 419 S.C. at 634, 799 S.E.2d at 325 (citing *Olson*, 354 S.C. at 167–68, 580 S.E.2d at 443–44). In *Fay*, the plaintiff properly appealed a partial grant of summary judgment, and the defendant cross-appealed the denial of summary judgment on its counterclaims. This Court decided the plaintiff’s appeal and dismissed the defendant’s cross-appeal “because a party may not appeal the denial of summary judgment.” *Id.* at 634, 799 S.E.2d at 325; *see also AJG Holdings LLC v. Dunn*, 392 S.C. 160, 167, 708 S.E.2d 218, 222 (Ct. App. 2011) (“Because the circuit court denied summary judgment, we are prohibited from reviewing that ruling pursuant to [*Olson*].”) (quoted in *Fay*, 419 S.C. at 634, 799 S.E.2d at 325).

Olson itself followed the same course. There, the plaintiff’s appeal of a grant of summary judgment was properly before the courts, and the defendant asked for review of the denial of its own summary judgment motion in the same proceeding. The Supreme Court affirmed the Court

of Appeals’ refusal to reach the merits of the defendant’s appeal. 354 S.C. at 167–68, 580 S.E.2d at 443–44. The County stands where the defendants in *Fay* and *Olson* stood. Respondents’ appeal of the separate summary judgment ruling in favor of Canterbury Park gives the County no right to appeal the denial of its own motion, whether its appeal proceeds on its own or is consolidated with Respondents’.

III. The County’s description of the order does not change what it does.

The County’s notice describes the August 5, 2026 order as a “Form Order Granting Motion for Reconsideration.” (Ex. B.) Whatever it is called, the order does one thing: it “denies this Defendant’s Motion for Summary Judgment,” and it does not end the case. (Ex. A.) The rule of *Ballenger* and *Olson* turns on what the order does, and an order that leaves the County’s defenses to be tried is not one this Court may review.

CONCLUSION

Richland County has appealed the denial of its motion for summary judgment, an order that is not appealable. *Olson*, 354 S.C. at 168, 580 S.E.2d at 443–44; *Fay*, 419 S.C. at 634, 799 S.E.2d at 325. Respondents respectfully ask the Court to dismiss the County’s appeal.

Respectfully submitted,

By: /s/ Morgan Y. Drapeau
Morgan Y. Drapeau (S.C. Bar No. 103313)
Robert F. Goings (S.C. Bar No. 74855)
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Attorneys for Respondents

October 12, 2026

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Oct 12 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Perry H. Gravely, Circuit Court Judge

Case No. 2024-CP-40-03730

Appellate Case No. _____

Shirley Castillo and Charles Cooper,	Respondents,
v.	
Canterbury Park at Lake Carolina Association, Inc., a/k/a, Lake Carolina Masters Association, Inc., and Richland County,	Defendants,
Of which Richland County is	Appellant.

CERTIFICATE OF SERVICE

Pursuant to Section (d)(1) of the Supreme Court's Order Re: Methods of Electronic Filing and Service Under Rule 262 of the South Carolina Appellate Court Rules, the undersigned employee of Goings Law Firm, LLC, counsel for Respondents, certifies that **RESPONDENTS' MOTION TO DISMISS THE APPEAL OF RICHLAND COUNTY AND MEMORANDUM IN SUPPORT**, with its exhibits, was served on all counsel of record by email on this 12th day of October 2026, as follows:

Andrew F. Lindemann, Esq.
Lindemann Law Firm, P.A.
5 Calendar Court, Suite 202
Post Office Box 6923
Columbia, South Carolina 29260
Email: andrew@ldlawsc.com
Counsel for Appellant Richland County

John M. Grantland, Esquire
Andrew D. Balcerzak, Esquire
Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, South Carolina 29260
Email: jgrantland@murphygrantland.com
abalcerzak@murphygrantland.com
Counsel for Canterbury Park at Lake Carolina Association, Inc.



Deanne Peele
Paralegal

October 12, 2026
Columbia, South Carolina

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

FORM 4

JUDGMENT IN A CIVIL CASE

Exhibit A

CASE NO. 2024CP4003730

Shirley Castillo et al
PLAINTIFF(S)

Lake Carolina Masters Association Inc
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:

See Page 2 for Order of Court.

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 08/05/2026 .

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.

Plaintiffs filed a Motion to Reconsider the Court's Order issued on May 6, 2026 granting Summary Judgment for Richland County. The Motion was heard via WebEx on July 13, 2026.

Initially, Defendant argued that the Court did not have jurisdiction because Plaintiffs failed to serve the Motion to Reconsider within the 20 days as required by Rule 59(e), SCRCP. Plaintiffs' Counsel presented an email showing that the Motion had been emailed to the Court with a copy to all Defendants' counsel on May 26, 2026. For some reason, the efilng system failed to include Defendant's counsel on the distribution of the filed Motion, but it had already been emailed which the Court finds satisfies the rule for service. Therefore, the Court finds that Defendant's counsel was timely served with the Motion.

In a Motion for Summary Judgment, the Court must determine if "any triable issues of fact exist [and] the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Simmons v. Berkeley Elec. Coop., Inc.* 419 S. C. 228 (2016). Upon further consideration of the record and arguments of counsel, the Court finds that there are genuine issues of material fact as to this Defendant and thus, summary judgment is not appropriate. Therefore, the Court rescinds its Order of May 6, 2026 and denies this Defendant's Motion for Summary Judgment. It is so Ordered.



Richland Common Pleas

Case Caption: Shirley Castillo , plaintiff, et al vs Canterbury Park At Lake Carolina Association Inc , defendant, et al
Case Number: 2024CP4003730
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Perry H. Gravely, Circuit Court Judge

Case No. 2024-CP-40-3730

Shirley Castillo and Charles Cooper, Respondents,

v.

Canterbury Park at Lake Carolina Association, Inc., a/k/a, Lake Carolina
Masters Association, Inc., and Richland County, Defendants,

Of which, Richland County is Appellant.

NOTICE OF APPEAL

The Appellant Richland County hereby appeals the Form Order Granting Motion for Reconsideration as issued by Circuit Court Perry H. Gravely as filed August 5, 2026.

The Appellant’s counsel received written notice of entry of the Form Order Granting Motion for Reconsideration on September 11, 2026, upon receipt of an email from Respondents’ counsel on that date. The Appellant’s counsel did not receive a copy of the Form Order through the South Carolina E-filing System because, unbeknownst to him, counsel had been marked as “inactive” by the Clerk’s Office. This Notice of Appeal has been filed within thirty days of receipt of written notice of entry of the Form Order Granting Motion for Reconsideration.

The Court should note that there is an earlier appeal filed by the Respondents in this same litigation which is assigned Appellate Case Number 2026-001670. This appeal may be assigned that same appellate case number or be consolidated with that appeal.

s/ Andrew F. Lindemann

ANDREW F. LINDEMANN #13030
LINDEMANN LAW FIRM, P.A.
5 Calendar Court, Suite 202
Post Office Box 6923
Columbia, South Carolina 29260
(803) 881-8920
Email: andrew@ldlawsc.com

Counsel for Appellant Richland County

October 9, 2026

Other Counsel of Record:

ROBERT F. GOINGS #74855
MORGAN Y. DRAPEAU #103313
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Columbia, South Carolina 29202
(803) 350-9230
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Counsel for Respondents

JOHN M. GRANTLAND #64158
MURPHY & GRANTLAND, P.A.
Post Office Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Email: jgrantland@murphygrantland.com

Counsel for Canterbury Park at Lake Carolina Association, Inc.

RECEIVED

Oct 09 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
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Masters Association, Inc., and Richland County, Defendants,

Of which, Richland County is Appellant.

CERTIFICATE OF SERVICE

Pursuant to Section (d)(1) of the Supreme Court's Order Methods of Electronic Filing and Service Under Rule 262 of the South Carolina Appellate Court Rules (As Amended April 24, 2024), the undersigned employee of Lindemann Law Firm, P.A., counsel for the Appellant Richland County, does hereby certify that service of the **Notice of Appeal** in the above-captioned matter was made upon all counsel of record by email only this the 9th day of October 2026, as follows:

Robert F. Goings, Esquire
Morgan Y. Drapeau, Esquire
Goings Law Firm, LLC
Email: rgoings@goingslawfirm.com
Email: mdrapeau@goingslawfirm.com

John M. Grantland, Esquire
Murphy & Grantland, P.A.
Email: jgrantland@murphygrantland.com

s/ Andrew F. Lindemann

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4003730

Shirley Castillo et al
PLAINTIFF(S)

Lake Carolina Masters Association Inc
DEFENDANT(S)

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- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
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☐ Other

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Richland Common Pleas

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Case Number: 2024CP4003730
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755