

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Tomislav Todorovic and Julie Todorovic, in
their individual capacities and as Trustees of the
Todorovic Family Trust dated June 1, 2021,

PLAINTIFF(s),

vs.

Cedar Meadows Property Owner's Association,
DEFENDANT(s),

IN THE COURT OF COMMON PLEAS

SECOND JUDICIAL CIRCUIT

CASE No. 2020-CP-02-00420

ORDER

RECEIVED
Oct 23 2026
SC Court of Appeals

The court filed an Order in this matter on June 1, 2026. Article VII of The Protective Covenants at Cedar Meadows Equestrian Subdivision Phase II, permits recovery of reasonable attorney's fees and costs to the prevailing party in actions to enforce the covenants. The Final Order directed that, "if either the Plaintiffs or Defendants believe they are the prevailing party, that party should file an affidavit for the attorney's fees and costs..."

The Defendant filed a Memorandum for Attorney's Fees on July 20, 2026. The Defendant argues it prevailed in the ruling concerning Article VII, finding the board had discretion to act when an owner reported an alleged violation of the covenants. The Plaintiffs had argued that the board's responsibility for enforcement was mandatory. The Defendant also relied on the ruling of the court finding the HOA board was not compelled to clear the easements based on the pictures/evidence introduced at trial.

The Plaintiffs filed a Motion for Attorney's Fees and Costs and Response in Opposition to Defendant's Motion for Attorney's Fees. The Plaintiffs' motion is based on Article VII of the protective covenants. The Plaintiffs' argument relies on the court's finding that the POA is responsible for maintaining amenities, including the equestrian easements at issue in this matter. The Plaintiffs also relied on the conclusion that attempts to alter the protective covenants were not valid, since the procedure provided in the covenants were not followed. The Plaintiffs believe the

main issue was their claim of no access to equestrian easements, and if the access is altered, the diminution to their property.

The Plaintiffs are correct that the court found the subdivision scheme, the language in the covenants and other evidence concerning the equestrian easements along the boundaries described in the protective covenants favorable to the Plaintiffs. Based on this ruling, there was no diminution of value to the Plaintiffs' property in the subdivision. The Defendant is also correct the court made rulings on other portions of the covenants, which were favorable to the Defendant.

In *Heath v. County of Aiken*, 302 S.C. 178, 394 S.E. 2d 709 (1990) the South Carolina Supreme Court found a party need not be successful as to all issues in order to be found to be a "prevailing party." A prevailing party has been defined as: [t]he one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention and is the one in whose favor the decision or verdict is rendered and judgment entered. *Buza v. Columbia Lumber Co.*, 395 P. 2d 511, 514 (1964). A court determines the prevailing party by evaluating the degree of success obtained. *Commissioner, Immigration and Naturalization, et. al. v. Marie Lucie Jean*, 496 U.S. 154, 110 S. Ct. 2316, 110 L.Ed.2d 134 (1990).

The general rule in South Carolina is that attorney fees are not recoverable unless they are authorized by contract or by statute. *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993); *Hegler v. Gulf Ins. Co.*, 270 S.C. 548, 243 S.E.2d 443 (1978). The definition of a prevailing party "clearly envisions a victory to some degree on the merits." *Jasper County Bd. of Educ. v. Jasper County Grand Jury*, 303 S.C. 49, 52, 398 S.E.2d 498, 500 (1990). "Where the word 'merits' is used when referring to a case having been decided on the merits, it embraces a consideration of substance, not of form; of legal rights, not of mere defects of procedure or the technicalities thereof." 26C Words and Phrases Merits 494 (2003) (referencing *Columbia Parcar Corp. v. Arizona Dep't of Transp.*, 193 Ariz. 181, 971 P.2d 1042 (Ct.App.1999)); see also *id.* ("As a technical legal term, 'merits' has been defined as a matter of substance in law as distinguished from matters of form, and as the real or substantial grounds of action or defense, in contradistinction to some technical or collateral matter raised in the course of the suit.") (referencing *Wolfe v. Ga. Ry. & Elec. Co.*, 6 Ga. App. 410, 65 S.E. 62 (1909)).

As described above, the court ruled on numerous issues, some favorable to the Plaintiffs and some favorable to the Defendant. All of the significant issues dealt with the language in the covenants and the rights of each party. These decisions, in addition to benefitting each side, also serve to provide guidance to the enforcement of the covenants within the subdivision.

After considering the written briefs, the arguments, and the caselaw, both the Plaintiffs and the Defendant had successful claims and prevailed on those issues. The court finds there was no “prevailing party,” and therefore, declines to award attorney’s fees or costs to either the Plaintiffs or the Defendant.

IT IS SO ORDERED

Aiken County Master in Equity/M. Anderson Griffith

_____, 2026.
Aiken, South Carolina.



Aiken Common Pleas

Case Caption: Tomisaly Todorovic , plaintiff, et al VS Cedar Meadows Property Owners Association
Case Number: 2020CP0200420
Type: Master/Order/Other

AND IT IS SO ORDERED

s/M Anderson Griffith-3076
