

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

Concerned Riverchase Estate)
Owners, Clark, Perry, Elder &)
White,)

C.A. NO. 2013-CP-29-649

Plaintiffs,)

ORDER

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vs.)

SC Court of Appeals

Riverchase Estates Property Owners)
Assoc., Inc.; Woodforest Bank, N.A.)
LGI Land SC, LLC; and LGI)
Holdings, LLC; LGI Development,)
Inc.; and Lexon Insurance Company,)
Inc.,)

Defendants.)

This matter came before the court on September 8, 2014 on Defendants' Rule 59(e) motion to reconsider, alter or amend the court's prior judgment and order of April 28, 2014. By its prior order, this court denied Defendants' joint Rule 12(b)(6) motion to dismiss and/or stay the case and compel arbitration.

Present in court on September 8, 2014 and representing the LGI Defendants was Mark W. White of the York County Bar. Tucker Player, Esq. appeared on behalf of Woodforest National Bank, N.A. who joined in the motion. The Plaintiffs were represented by Leland Greeley and Cameron Halford, both of the York County bar. Based upon the prior order, the memorandums, and arguments of counsel, the court grants the motion in part and denies in part the motion, as follows:



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1. The court GRANTS the motion and modifies and amends its prior ruling as to applicability of the alternative dispute resolution procedures of the covenants, and holds that the Defendants and Plaintiffs could reasonably have expected to have to engage in alternative dispute resolution pursuant to the covenants.
2. The court DENIES the motion to the extent that it seeks to dismiss any of the named defendants in the action or compel non-binding, or binding, alternative dispute resolution in any forum other than South Carolina.

The court finds that requiring binding arbitration between the parties, absent the complexities of non-binding procedures and/or resort to Texas forum and/or laws under the covenants, would expedite resolution of the case and that no party would suffer prejudice by ordering the parties to submit to binding arbitration in Lancaster County, South Carolina.

IT IS THEREFORE ORDERED that Plaintiffs and Defendants shall submit to binding arbitration in Lancaster County, South Carolina. Defendants' motion to sever the provisions of the covenants mandating non-binding and/or resort to Texas forums or law is granted in this regard. The court denies the relief sought as to dismissal of any named Defendant party, and the court denies reconsideration of requiring or compelling unreasonable non-binding or binding alternative dispute resolution processes outside of South Carolina.

All plaintiff and defendant parties are required to submit to binding arbitration of this dispute in Lancaster County, South Carolina before a single arbitrator conducted in accordance with the Construction Industry Arbitration Rules (or substantial equivalent) of the American Arbitration Association.

AND IT IS SO ORDERED this 27 day of September, 2014.



Hon. K. Knox McMahon
Presiding Judge
Sixteenth Judicial Circuit