

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas
Perry H. Gravely, Circuit Court Judge

Case No.: 2013-CP-39-1414

Carol P. Marsh, Harold S. Buie and Agnes K. Buie,

Respondents

v.

Robert Pierson, ABC Care, Inc., and Lake Wood
Lane Properties, Inc.

Appellants

v.

Paul E. Hill and Vera Hill
Defendants

Third Party

RECORD ON APPEAL

Randall S. Hiller
850 Wade Hampton Blvd.
Greenville, SC 29609
864-232-0026
Attorney for Appellant

Brian K. James
P.O. Box 93
Easley, SC 29641
864-859-5918
Attorney for Respondent

TABLE OF CONTENTS

1.	Plaintiffs' Complaint.....	1
2.	Defendants' Answer, Counterclaim and Third Party Complaint.....	14
3.	Plaintiffs' Reply.....	20
4.	Third Party Defendant's Answer.....	22
5.	Order granting temporary injunction	24
6.	Transcript of Record.....	28
7.	All exhibits entered into evidence.....	103
8.	Post-Trial brief of Defendant.....	131
9.	Order dated April 6, 2015.....	155
10.	Motion to Reconsider.....	166
11.	Order dated April 27, 2015.....	171

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh, et al, 2013 NOV 7 PM 12 42

vs.

Robert Pierson, et al,

Defendant(s)

(Please Print)

Submitted By: Brian K. James

Address: Post Office Box 93, Easley, SC 29641

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2013-CP - 39-

1414

SC Bar #: 11215

Telephone #: 864-859-5918

Fax #: 864-859-8848

Other:

E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

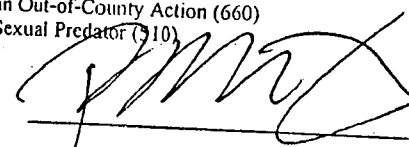
DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|---|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 -CP-
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☒ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (610) | | |

Submitting Party Signature: 

Date: 11/04/13

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh, et al,

Plaintiff,

vs.

Robert Pierson, et al,

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-39-

1414

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

2013 NOV 7 PM 12 42

CLERK OF COURT
PICKENS COURT
SOUTH CAROLINA

Plaintiff's Attorney:

Brian K. James, Bar No. 11215

Address:

Post Office Box 93, Easley, South Carolina 29641

Phone: 864-859-5918 Fax 864-859-8848

E-mail: _____ Other: _____

Defendant's Attorney:

Pro se, Bar No. _____

Address:

Phone: _____ Fax _____

E-mail: _____ Other: _____

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Temporary Injunction

Estimated Time Needed: 15 mins Court Reporter Needed: ☒ **YES** / ☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

[Signature]
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

11/04/13
Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$ _____**

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED: \$ _____**

☐ **CONTESTED - AMOUNT DUE: \$ _____**

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS
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Case No.: 2013-CP-39-

1414

NOTICE OF MOTION and
MOTION FOR
TEMPORARY INJUNCTION

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

2013 NOV 7 PM 12 42

TO THE DEFENDANTS, Robert Pierson, ABC Care, Inc., and Lake Wood Lane Properties, LLC:

PLEASE TAKE NOTICE THAT on January 21, 2014,
2014, at 11:30 or as soon thereafter as Plaintiffs' counsel may be heard, the
Plaintiffs will move, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure,
before the presiding judge of the Court of Common Pleas for the Thirteenth Judicial
Circuit, Pickens County, Pickens County Courthouse in Pickens, South Carolina, for an
injunction enjoining the Defendants, **Robert Pierson, ABC Care, Inc., and Lake
Wood Lane Properties, LLC**, or any person or entity acting in concert or participation
with the Defendants, from erecting, constructing, or placing more than one (1)
residence on Lot Number Three (3), including sublots, referenced on a plat prepared by
R. D. Garrison, Reg. L.S. #3972, dated April 2, 1976, and recorded in the office of the
Register of Deeds for Pickens County, South Carolina, in Plat Book 19 at Page 946,
during the pendency of this litigation. In support of the motion, the Plaintiffs show unto
the Court the following:

1. Attached hereto are the deeds for all four (4) lots in the subdivision. All four (4) lots constitute a common scheme or plan of development by the common grantor, Jerry Meehan, with all four deeds from Mr. Meehan containing the same restrictions.
2. The Plaintiffs draw the Court's attention to the restriction applicable to all four (4) lots, expressing, "There shall not exist on said lot at any time more than one residence."
3. The Plaintiffs allege that constructing more than one house on Lot Number Three, including sublots, constitutes a violation of the restrictive covenants applicable to all lots in the subdivision.
4. The Plaintiffs' real property value will suffer immediate and irreparable injury, loss and/or damage unless the Defendants are restrained from constructing more than one (1) house on Lot Number Three (3) during the pendency of this litigation or after the litigation has concluded.
5. Due to the immediate and irreparable injury, loss and/or damages that will result to the Plaintiffs before notice can be served and a hearing held on the matter, as more particularly shown in the verified complaint.
6. The Plaintiffs request that the Court enter a temporary and permanent injunction and a temporary and permanent restraining order against the Defendants constructing, erecting or placing more than one (1) residence on Lot Number Three (3), including sublots.

WHEREFORE, the Plaintiffs so move for a temporary injunction against the Defendants constructing, erecting or placing more than one (1) residence on Lot Number Three (3), including sublots, and grant such other and further relief in favor of the Plaintiffs as the Court deems just and proper.

BRIAN K. JAMES, L.L.C.



Brian K. James (11215)
Attorney for the Plaintiffs
Post Office Box 93
Easley, South Carolina 29641
Tel. 864.859.5918
Fax. 864.859.8848

October 31, 2013
Easley, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No.: 2013-CP-39-

1414

SUMMONS

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

2013 NOV 7 PM 12 42

TO THE DEFENDANTS, Robert Pierson, ABC Care, Inc., and Lake Wood Lane Properties, LLC:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

BRIAN K. JAMES, LLC



Brian K. James (11215)
Attorney for the Plaintiffs
P.O. Box 93
Easley, SC 29641
Tel. 864.859.5918
Fax. 864.859.8848

Easley, SC
October 31, 2013

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS
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Case No.: 2013-CP-39

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COMPLAINT

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

2013 NOV 7 PM 12 42

Come now the Plaintiffs, Carol P. Marsh, Harold S. Buie, and Agnes K. Buie, who filed this complaint and allege the following:

1. The Plaintiff Carol P. Marsh is a resident of Pickens County, South Carolina, and is the owner of a certain parcel of land situated in Eastatoe Township, Pickens County, South Carolina, described as Lot Number Two (2) on a plat prepared by R. D. Garrison, Reg. L.S. #3972, dated April 2, 1976, and recorded in the office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 19 at Page 946, as referenced in the deed conveying said property to her in Deed Book 13 – H at page 338. Said deed contains a restriction stating, "There shall not exist on said lot at any time more than one residence."
2. The Plaintiffs Harold S. Buie and Agnes K. Buie are residents of Pickens County, South Carolina, and are the owners, as trustees of the Buie Living Trust dated July 3, 2000, of a certain parcel of land situated in Eastatoe Township, Pickens County, South Carolina, described as Lot number Four (4) on a plat prepared by R. D. Garrison, Reg. L.S. #3972, dated April 2, 1976, and recorded in the office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 19 at Page 946, as referenced in the deed conveying said property to them in deed

book 14 – C at page 967. Said deed contains a restriction stating, "There shall not exist on said lot at any time more than one residence."

3. With regard to Lot Number Three (3) on a plat prepared by R. D. Garrison, Reg. L.S. #3972, dated April 2, 1976, and recorded in the office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 19 at Page 946, said lot was conveyed as follows:

- a. The developer, Jerry A. Meehan, conveyed said Lot Number Three (3) to James Monroe Hamilton, III, by deed dated April 5, 1976, and recorded in the Office of the Register Deeds for Pickens County, South Carolina, in

Deed book 13 – A at page 833, wherein said deed contains the following

restriction," There shall not exist on said lot at any time more than one residence."

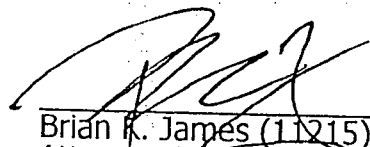
- b. Subsequently, James Monroe Hamilton, III, conveyed said Lot Number Three (3) to the Don Samuel Spalding by deed dated August 30, 1977, and recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 13 – G at Page 463. Said conveyance failed to mention the restriction against more than one residence existing on said lot at any time.
- c. On July 22, 2004, Don Samuel Spalding conveyed unto Don S. Spalding, as Trustee of the Don S. Spalding Trust under trust agreement dated July 22, 2004, said Lot Number Three (3) by deed recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 835 at page 152. Said deed expressed, "This conveyance is specifically made subject to any and all rights-of-way, easements, conditions, restrictions and zoning ordinances pertaining to the property herein conveyed and in addition is subject to any of the foregoing which may appear from an inspection of the premises."
- d. Subsequent thereto, a plat was prepared on September 12, 2013, entitled, "Survey for Robert Pierson," which subdivided lot number three into Lot 3A, Lot 3B, and Lot 3C.

- e. Subsequent thereto, Don S. Spalding as trustee the Don S. Spalding Trust under trust agreement dated July 22, 2004, conveyed Lot Number 3A to ABC Care, Inc., by deed recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 1556 at Page 271.
 - f. Moreover, Don S. Spalding as trustee the Don S. Spalding Trust under trust agreement dated July 22, 2004, conveyed Lot Number 3B and Lot Number 3B to Lake Wood Lane Properties, LLC, by deed recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 1556 at Page 273.
-
- 4. Lot Number One (1) is owned by Paul E. Hill and Vera H. Hill, who are friendly to the Plaintiffs' case.
 - 5. All four (4) lots constitute a common scheme or plan of development by the common grantor, Jerry Meehan, with all four deeds from Mr. Meehan containing the same restrictions.
 - 6. The Plaintiffs can find no record with the South Carolina Secretary of State's office indicating that the Defendant ABC Care, Inc., is incorporated in the State of South Carolina or registered to do business in the State of South Carolina. However, ABC Care, Inc., purports to own property in Pickens County, South Carolina.
 - 7. The Plaintiffs can find no record with the South Carolina Secretary of State's office indicating that the Defendant Lake Wood Lane Properties, LLC, was established in the State of South Carolina or registered to do business in the State of South Carolina. However, Lake Wood Lane Properties, LLC, purports to own property in Pickens County, South Carolina.
 - 8. The Defendant Robert Pierson has represented himself to be the owner of Lot Number Three (3) or to be the contractor building houses thereon.
 - 9. The Defendant Robert Pierson has expressed to one or more the Plaintiffs that he intends to build three houses on Lot Number Three (3).

10. The Plaintiffs allege that constructing more than one house on Lot Number Three, including sublots, constitutes a violation of the restrictive covenants applicable to all lots in the subdivision.
 11. The Plaintiffs' real property value will suffer immediate and irreparable injury, loss and/or damage unless the Defendants are restrained from constructing more than one (1) house on Lot Number Three (3) during the pendency of this litigation or after the litigation has concluded.
 12. Due to the immediate and irreparable injury, loss and/or damages that will result to the Plaintiffs, the Plaintiffs request that the Court set a hearing on the Plaintiffs' motion.
-
13. The Plaintiffs request that the Court enter a temporary and permanent injunction and a temporary and permanent restraining order against the Defendants constructing, erecting or placing more than one (1) residence on Lot Number Three (3), including sublots.

WHEREFORE, the Plaintiffs request that the Court enter a temporary and permanent injunction and a temporary and permanent restraining order against the Defendants constructing, erecting or placing more than one (1) residence on Lot Number Three (3), including sublots, and grant such other and further relief in favor of the Plaintiffs as the Court deems just and proper.

BRIAN K. JAMES, L.L.C.



Brian K. James (11215)
Attorney for the Plaintiffs
Post Office Box 93
Easley, South Carolina 29641
Tel. 864.859.5918
Fax. 864.859.8848

October 31, 2013
Easley, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No.: 2013-CP-39

1414

VERIFICATION

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

2013 NOV 7 PM 12 42

Personally appeared before me Carol P. Marsh, Harold S. Buie, and Agnes K. Buie (hereinafter, each referred to as "Deponent"), first being duly sworn, deposes and states:

1. The Deponent has read the foregoing Motion for Temporary Injunction, Summons and Complaint;
2. That the foregoing pleadings were prepared by the Deponent's attorney based upon information personally furnished to the attorney by the Deponent;
3. That the allegations contained in said pleading(s) are true to his/her own knowledge, except as to those matters alleged therein upon information and belief, and as to those matters, he/she believes them to be true;
4. That the Deponent has authorized said attorney to file the foregoing pleadings, to present the same before the Court and to secure and necessary Orders, and to obtain service upon the adverse party and necessary process thereon; and,
5. That the Deponent understands that this Verification is sworn to and given under oath.

Carol P. Marsh

Signature

Harold S. Buie Trustee

Signature

Agnes K. Davis, Trustee
Signature

SWORN to before me this
the 30 day of Oct, 2013.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 6/16/19

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2013-CP-39-1414

Carol P. Marsh, Harold S. Buie and)
Agnes K. Buie,)

Plaintiffs,)

v.)

Robert Pierson, ABC Care, Inc.,)
and Lake Wood Lane Properties, Inc.)

Defendants/
Third Party Plaintiffs)

v.)

Paul E. Hill and Vera H. Hill,)

Third Party Defendants,)
_____)

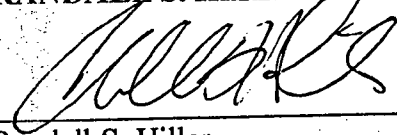
SUMMONS

TO THE PLAINTIFFS & THIRD PARTY DEFENDANT(S) ABOVE-NAMED:

You are hereby summoned and required to answer the Complaint/Counterclaim in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint/Counterclaim upon the subscriber at 850 Wade Hampton Boulevard, Greenville, South Carolina, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint/Counterclaim within that time, the Plaintiff will apply to the Court for the relief demanded in the Complaint/Counterclaim, and judgment by default will be rendered against you for the relief demanded in the Complaint/Counterclaim.

(signature on following page.)

RANDALL S. HILLER, P.A.

A handwritten signature in black ink, appearing to read 'R. Hiller', is written over a horizontal line.

Randall S. Hiller
850 Wade Hampton Blvd.
Greenville, S.C. 20602-1716
(864) 232-0026
(864) 242-4692 Fax
SC Bar No.: 2513

January 3, 2014
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2013-CP-39-1414

Carol P. Marsh, Harold S. Buie and)
Agnes K. Buie,)

Plaintiffs,)

v.)

Robert Pierson, ABC Care, Inc.,)
and Lake Wood Lane Properties, Inc.)

Defendants/
Third Party Plaintiffs)

v.)

Paul E. Hill and Vera H. Hill,)

Third Party Defendants,)
_____)

**ANSWER, COUNTERCLAIM
AND THIRD PARTY COMPLAINT**

The Defendants, answering the Complaint of the Plaintiffs, and by way of Third Party Complaint, would allege and show unto this Honorable Court as follows:

1. Each and every allegation of the Complaint, not hereinafter specifically admitted, is denied.
2. That the allegations of paragraphs 1 and 2 are admitted.
3. That so much of the allegations of paragraph 3 which set forth title history for Lot Number Three is admitted, the remainder of said paragraph or any statements of fact not contained within the aforesaid chain of title are denied and strict proof thereof demanded.
4. That so much of the allegations of paragraph 4 which allege that Lot Number 1 is owned by Paul E. Hill and Vera H. Hill is admitted, the remainder of said paragraph is denied.
5. That the allegations of paragraph 5 are denied.
6. That the allegations of paragraphs 6 and 7 are admitted.

7. That the allegations of paragraphs 8, 9, 10, 11, 12 and 13 are denied.

FOR A SECOND DEFENSE

8. Each and every allegation set forth hereinabove, not inconsistent herewith, is herein realleged by reference.

9. That the Plaintiffs are estopped from asserting any claim of violation of the restrictive covenants on the grounds that the Plaintiffs have "unclean hands" by routinely and regularly violating, and continuing to violate, the covenants and restrictions affecting their property.

FOR A THIRD DEFENSE

10. Each and every allegation set forth hereinabove, not inconsistent herewith, is herein realleged by reference.

11. That the Plaintiffs' actions are barred by estoppel, waiver and laches.

FOR A FOURTH DEFENSE AND BY WAY OF COUNTERCLAIM AND THIRD PARTY COMPLAINT

12. Each and every allegation set forth hereinabove, not inconsistent herewith, is herein realleged by reference.

13. The Plaintiffs' and Third-Party Defendants' chain of title contain the following restriction, "No trailer, tent, shack, barn, temporary building, out building, shanty, or mobile home of any description shall be placed or erected on said lot of land."

14. That each of the Plaintiffs and the Third Party Defendants have violated the aforesaid covenant and restriction by building numerous outbuildings, tool sheds and boat houses on their subject properties.

15. That as a direct and proximate result of the violation of the restrictive covenants by the Plaintiffs and Third Party Defendant, the Defendants are entitled to an order of this Court requiring the removal of all outbuildings, boathouses, tool sheds or otherwise from the Plaintiffs and the Third Party Defendants properties.

WHEREFORE, having fully answered the Complaint and by way of its Counterclaim and Third Party Complaint the Defendants would pray that the action of the Plaintiffs be dismissed, with costs, and that the Defendants have judgment against the Plaintiffs and Third Party Defendants ordering the removal of all outbuildings constructed on the lots of said parties in violation of the covenants and restrictions.

RANDALL S. HILLER, P.A.



Randall S. Hiller (SCB#2513)

850 Wade Hampton Blvd.

Greenville, SC 29609

864-232-0026

864-242-4692 Fax

January 2, 2014

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2013-CP-39-1414

Carol P. Marsh, Harold S. Buie and
Agnes K. Buie,

Plaintiffs,

v.

Robert Pierson, ABC Care, Inc.,
and Lake Wood Lane Properties, Inc.)

Defendants/
Third Party Plaintiffs

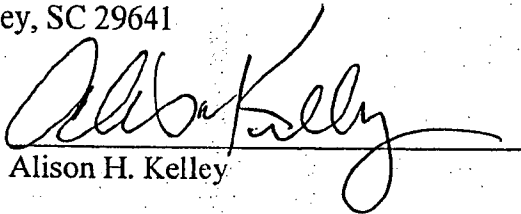
v.

Paul E. Hill and Vera H. Hill,
Third Party Defendants,

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the law firm RANDALL S. HILLER, P.A., counsel for the above captioned Defendants, and I have, this date written below served the within Plaintiff with Defendants' Answer, Counterclaim and Third Party Complaint relative to the above captioned by depositing a copy of same in the United States Mail, postage prepaid and addressed as follows:

Brian K. James, Esq.
P.O. Box 93
Easley, SC 29641


Alison H. Kelley

January 3, 2014

Greenville, South Carolina

CLERK OF COURT
PICKENS COUNTY
STATE OF SOUTH CAROLINA
COUNTY OF PICKENS
2014 FEB 28) P 12: 08
SOUTH CAROLINA THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendants/
Third Party Plaintiffs,

v.

Paul E. Hill and Vera H. Hill,

Third Party Defendants.

Case No.: 2013-CP-39-1414

REPLY TO COUNTERCLAIM

Come now the Plaintiffs who file this Answer to the Defendants' Counterclaim:

FOR A FIRST DEFENSE

1. Except as hereinafter admitted, qualified or explained, the Plaintiffs deny each and every allegation of the Counterclaim.
2. Paragraph 12 is denied.
3. Paragraph 13 is admitted.
4. Paragraph 14 is denied.
5. Paragraph 15 is denied.

FOR A SECOND DEFENSE
[Laches]

6. The Plaintiffs hereby incorporate the foregoing defenses, admissions, denials and qualifications as fully and effectually as if set forth verbatim.

7. The Defendants/Third Party Plaintiffs have themselves and through their predecessors in title failed to timely object to any outbuildings and thereby should be estopped from requesting that the Plaintiffs remove any outbuildings.

**FOR A THIRD DEFENSE
[Waiver]**

8. The Plaintiffs hereby incorporate the foregoing defenses, admissions, denials and qualifications as fully and effectually as if set forth verbatim.
9. The Defendants/Third Party Defendants have themselves and through their predecessors waived any violations of the covenants with respect to outbuildings by the Plaintiffs.

WHEREFORE, the Plaintiffs pray that the Court deny the relief sought by the Defendants/Third Party Plaintiffs and dismiss their Counterclaim.

BRIAN K. JAMES, LLC



Brian K. James (11215)
Attorney for Third Party Defendants
P.O. Box 93
Easley, SC 29641
Tel. 864.859.5918
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Easley, SC
February 17, 2014

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

2014 FEB 28

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

P 12:02

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendants/
Third Party Plaintiffs,

v.

Paul E. Hill and Vera H. Hill,

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Case No.: 2013-CP-39-1414

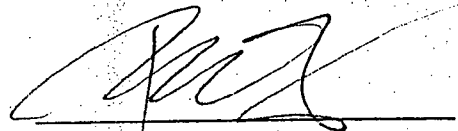
**ANSWER OF VERA H. HILL
and PAUL E. HILL**

Come now the Third Party Defendants who file this Answer to the Third Party Complaint:

1. Except as hereinafter admitted, qualified or explained, the Defendant denies each and every allegation of the Third Party Complaint.
2. Paragraph 12 is denied.
3. Paragraph 13 is admitted.
4. Paragraph 14 is denied.
5. Paragraph 15 is denied.

WHEREFORE, the Third Party Defendants pray that the Court deny the relief sought by the Defendants/Third Party Plaintiffs and dismiss their Third Party Complaint.

BRIAN K. JAMES, LLC



Brian K. James (11215)

Attorney for Third Party Defendants

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Easley, SC

February 17, 2014

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2013CP3901414

Carol P Marsh vs. Robert Pierson

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), SCRCP; ☐ Rule 41(a),
SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy:
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____
- ☐ **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; ☐ Statement of Judgment by the Court;

Dated at Pickens, South Carolina, this .

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 4/16/14, and a copy mailed first class this , to attorneys of record or to parties (when appearing pro se) as follows:

Brian Keith James PO Box 93 Easley, SC 29641

ATTORNEY(S) FOR THE PLAINTIFF(S)

Randall Scott Hiller 850-B Wade Hampton Blvd.
Greenville, SC 29609

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Watson - Deputy
Harold P Welborn, Jr. - Clerk of Court

CLERK OF COURT
PICKENS COUNTY
STATE OF SOUTH CAROLINA

COUNTY OF PICKENS 2014 APR 16 P 3:34

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendants/
Third Party Plaintiffs,

v.

Paul E. Hill and Vera H. Hill,

Third Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No.: 2013-CP-39-1414

**ORDER GRANTING
PLAINTIFFS' MOTION FOR
INJUNCTION**

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS
2014 APR 11 PM 3:42
CLOCK IN TIME
Date

Hearing Date:
Presiding Judge:
Plaintiffs' Attorney:
Defendants' Attorney:

January 21, 2014
Honorable D. Garrison Hill
Brian K. James
Randall S. Hiller

This matter came before the Court on the Plaintiffs' motion for an injunction under Rule 65 of the South Carolina Rules of Civil Procedure, which was filed and served along with the summons and complaint. The Defendants were properly served and filed their answer.

All parties were present for the hearing and submitted affidavits. The Court took the matter under advisement and later directed each attorney to submit a memorandum in support of his clients' position.

The Court has reviewed the memoranda, issued a Form 4 Order granting the Plaintiffs' motion so as to preserve the *status quo*, and directed that this Order follow.

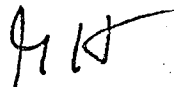
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This dispute centers on a four (4) lot subdivision on Lake Keowee. The Court of Appeals determined in the case of *Hill v. Marsh*, 2005-UP-001, that all four (4) lots constitute a common scheme or plan of development by the common grantor, Jerry Meehan, with all four deeds from Mr. Meehan containing the same restrictions. The restriction at issue here states, "There shall not exist on said lot at any time more than one residence." The Plaintiff Carol P. Marsh is the owner of Lot Two (2) of the subdivision and the Plaintiffs Harold S. Buie and Agnes K. Buie are the owners of Lot Four (4). The Third Party Defendants own Lot One (1) and support the Plaintiffs' claims for relief.

The Defendants allegedly seek to convert their original Lot Number Three (3) into three (3) separate lots, nominally Lot 3A, Lot 3B, and Lot 3C, and to eventually build three (3) residences on this one, original lot.

An injunction is a drastic remedy issued by the court in its discretion to prevent irreparable harm suffered by the plaintiff. *Scratch Golf Company v. Dunes West Residential Golf Properties, Inc.*, 361 S.C. 117, 603 S.E.2d 905 at 907-908 (2004), citing *Flanagan*, S.C. Civil Procedure, 507 (2d ed.1996). For a preliminary injunction to be granted, the plaintiff must establish that (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. *Id.*, citing *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct.App.2002).

The Court finds that if the residences are built during the pendency of this action, the Plaintiffs would suffer irreparable harm. The Court additionally finds that the Plaintiffs have made a *prima facie* case that the Defendants' plan to build three (3) houses on their original Lot Three (3) could amount to a violation of the restrictive covenants; thus, the Plaintiffs are likely to succeed on the merits. Lastly, there is no adequate, alternate legal remedy to issuing this

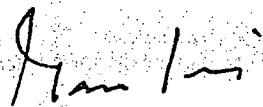


preliminary injunction. The law has long treated land as unique, and real property rights are accordingly entitled to heightened protection. Laycock, The Death of the Irreparable Injury Rule, 107 Harv. L. Rev. 687, 707 (1990) ("The classic example of a loss that cannot be replaced is land."; Courts "almost never withhold injunctive relief" in cases involving property rights). The Court finds that the issuance of this preliminary injunction is necessary to preserve the *status quo*.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT the Defendants are enjoined from constructing or initiating construction of any additional dwellings on their lot, Lot Three (3), during the pendency of this action, provided, the Plaintiffs post a \$75,000.00 bond in accordance with Rule 65 of the South Carolina Rules of Civil Procedure.

AND IT IS SO ORDERED!

Dated: 4/11, 2014
Greenville, South Carolina



D. Garrison Hill
Presiding Judge, Court of Common Pleas
Thirteenth Judicial Circuit

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF PICKENS	)	
Carol P. Marsh,	)	
	)	
Plaintiff,	)	
v.	)	Case No. 13-CP-39-01414
	)	
Robert Pierson, <i>et. al.</i> ,	)	
	)	
Defendants.	)	

TRANSCRIPT OF HEARING

The within Hearing in the above-captioned matter was held on December 2, 2015, before The Honorable Perry H. Gravely in Courtroom 4 of the Pickens County Courthouse, Greenville County Courthouse, 214 East Main Street, Pickens, South Carolina; attended by counsel as follows:

APPEARANCES:

Brian James, Esq.
... Appearing for Plaintiff

Randall S. Hiller, Esq.
... Appearing for Defendant

Deborah Garrison
Circuit Court Reporter – 13th Judicial Circuit
P O Box 27145
Greenville, South Carolina 29616
dgarrison@sccourts.org

INDEX

Testimony of Carol P. Marsh

Direct Examination 3

Cross Examination 16

Testimony of Agnes Brie

Direct Examination 24

Cross Examination 28

Testimony of Robert Pierson

Direct Examination 30

Cross Examination 47

Redirect Examination 62

Testimony of Paul E. Hill

Direct Examination 67

Cross Examination 71

Ruling of The Court Under Advisement

Certificate of Court Reporter 75

(IN CHAMBERS CONFERENCE)

THE COURT: All right, gentlemen,
I'll be happy to hear from you. Mr. James,
you may call your first witness.

MR. JAMES: Thank you, Your Honor.
We call Carol Marsh to the stand.

(WITNESS TAKES STAND)

CAROL MARSH, having been sworn to tell
the truth, and nothing but the truth,
testified as follows:

DIRECT EXAMINATION

BY MR. JAMES:

Q. You are Carol Marsh, is that right?

A. Yes.

Q. Where do you live, Ms. Marsh?

A. I live at 169 Lakewood Lane.

Q. Is that on Lake Keowee?

A. Yes.

Q. All right. Location? Is that off
of Highway 11?

A. Yes.

Q. You live in -- how many lots are in
your subdivision?

A. How many lots are in the
subdivision?

1 Q. Right.

2 A. Four.

3 Q. Which lot do you live on?

4 A. I live on number two (Lot 2).

5 Q. Let me show you what has been marked
6 and admitted as Plaintiff's Exhibit 1. Is
7 that a plat of all four lots in your
8 subdivision?

9 A. (Upon review), yes.

10 Q. And let me show you an aerial
11 photograph from the County. Miss Marsh, do
12 you recognize that?

13 A. Yes.

14 Q. All right. It's been marked and
15 admitted as Plaintiff's Exhibit 2. It shows
16 your lot being, Lot 2?

17 A. Yes.

18 Q. And to the left of you is the lot of
19 Vera Hill, who is a third-party defendant?

20 A. Yes.

21 Q. And to the right, the far right
22 would be the lot of Agnes and Harry Buie; is
23 that right?

24 A. That's right.

25 Q. Lot 4? 31

1 A. That's right.

2 Q. Then the lot that is in dispute in
3 the case that we brought is sort of in the
4 middle, Lot 3, marked Pierson?

5 A. Yes.

6 Q. And Lot 3, does that show how Mr.
7 Pierson subdivided Lot 3?

8 A. Yes.

9 Q. I should also state -- Ms. Marsh,
10 just going back a little bit back, about ten
11 years ago. You were a defendant in a case
12 that I bought on behalf of Vera and Paul
13 Hill; is that correct?

14 A. That's right.

15 Q. And that case was appealed all the
16 way to the Court of Appeals; is that correct?

17 A. Yes.

18 Q. And that involved a garage that you
19 and your husband, who is now deceased, had
20 erected on your lot; is that correct?

21 A. Yes.

22 Q. Is that correct?

23 A. That's correct.

24 Q. And the trial court and the Court of
25 Appeals ordered that you tear that down?

1 A. Yes.

2 Q. And you did?

3 A. (Affirmative nod).

4 Q. You complied?

5 A. Yes.

6 Q. You did so?

7 A. Yes.

8 Q. I am going to show you -- and I've
9 already shown you, these are the Deeds for
10 Lots 1, 2 and 4 for you, Miss Hill, and the
11 Buies, showing the restrictive covenants on
12 your particular lot. Is that correct?

13 A. That's right.

14 Q. And, lastly, Plaintiff's Exhibit 6
15 -- okay, those were Plaintiff's Exhibits 3, 4
16 and 5. Plaintiff's Exhibit 6 is, uh, are the
17 Deeds from the developer showing the chain of
18 title and the restrictions; is that correct?

19 A. That's correct.

20 Q. And do all four lots bear the same
21 restrictions?

22 A. Yes.

23 Q. The one in particular that y'all
24 brought the case on is restriction two; is
25 that correct?

1 A. I can't really see ---

2 Q. Do you want me to read it to you?

3 A. That's fine.

4 Q. All right, (reading): "There shall
5 not exist on said lot at any time more than
6 one residence." Right?

7 A. Yes.

8 Q. When did you purchase your -- do you
9 remember when you purchased your lot?

10 A. We bought it in 1977.

11 Q. When did you build on your lot?

12 A. In '79.

13 Q. All right. Do you remember,
14 roughly, when the Buies bought their lot?

15 A. They bought it just very shortly
16 after we had in 1977.

17 Q. Do you know, roughly, when they
18 built on their lot?

19 A. I think it about 1989.

20 Q. And the Hills, do you know when they
21 bought their lot?

22 A. They bought it before we did, so it
23 would have been in '76.

24 Q. Do you know when they built on
25 theirs, roughly?

1 A. They were building when we bought
2 ours.

3 Q. Okay. So on Lots 1, 2 and 4 --
4 yours, Hill's and Buies' -- those houses have
5 been there since the 1980s; correct?

6 A. Yes.

7 Q. As far as the garages and so forth
8 that are located on your lot and the Buies',
9 how long have those garages been there?

10 A. We built our garage in 1996, they
11 built theirs earlier.

12 Q. Is '96 the most recent erection on
13 your property? Is there anything more recent
14 than 1996, taking out the garage that you
15 built and that was torn down?

16 A. That was started in 2001.

17 Q. Is there anything that is any newer
18 than 1996 on your property?

19 A. No.

20 Q. Is there anything that is any newer
21 than 1996 on Mr. and Mrs. Buie's property?

22 A. No.

23 Q. And on the Hills, are there any
24 garages or buildings on the Hills' lot?

25 A. No, there₃₅are not.

1 Q. Zero?

2 A. That's right.

3 Q. All three lots, excluding the
4 defendant's lots, do they all have boat-
5 houses?

6 A. Yes.

7 Q. On whose property are the boathouses
8 located?

9 A. The hills have a boathouse.

10 Q. Is that on their property or is it
11 on Duke Power's property?

12 A. (No verbal response).

13 Q. Do you know?

14 A. It's attached.

15 Q. Do y'all have to get dock permits
16 for the boathouses?

17 A. Yes.

18 Q. Did each of y'all receive permission
19 to put the boathouses ---

20 MR. HILLER: Your Honor, I -- I'm
21 not going to object much but it's limited to
22 what she knows.

23 THE COURT: All right.

24 MR. JAMES: Okay.

25 DIRECT EXAMINATION CONTINUED

1 BY MR. JAMES:

2 Q. I will ask you, did you have to
3 receive permission to have your boathouse?

4 A. Yes.

5 Q. From whom did you have to have
6 permission?

7 A. Duke Power.

8 Q. Showing you Plaintiff's Exhibit 7,
9 tell me what this is.

10 A. My lot. No, no, that's not my lot.
11 That is the Pierson's lot.

12 Q. Lot 3?

13 A. Yes.

14 Q. This plat is recorded with the
15 County and it's not divided; is that correct?

16 A. Yes.

17 Q. It shows it in its whole original
18 state?

19 A. Right.

20 Q. Plaintiff's Exhibit 8, which is
21 marked and admitted, what does that show?

22 A. That shows the subdivision lots.

23 THE COURT: I just want to make
24 sure that exhibits are stipulated to as
25 evidence, is that right?

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MR. HILLER: That's correct.

MR. JAMES: Yes, sir. Everything
so far that's been marked is admitted.

DIRECT EXAMINATION CONTINUED

BY MR. JAMES:

Q. This last exhibit, Exhibit 9, what
does this depict?

A. That is Mr. Pierson's house.

Q. The house that he has built where?

A. On Lot 3.

Q. Would that be on his subdivided
portion, and I believe that would be
considered as Lot 3A; is that correct?

A. It's Lot 3.

Q. Sort of next to the Buies' house?

A. Yes.

Q. From what perspective is this
picture taken?

A. Taken from my window.

Q. In between this house and what
you're taking in the road, is that a portion
of the subdivided lot?

A. Yes.

Q. Of his lot?

A. Yes.

1 Q. Why did you file this action, Ms.
2 Marsh?

3 A. I just didn't feel that it was
4 fitting to have three homes on that one lot.

5 Q. Describe what this community of four
6 lots is like.

7 A. It's on the lake and there's meant
8 to be only one home, one family living there.

9 Q. Surrounded by a lot of trees?

10 A. Yes. A lot of trees.

11 Q. Serene?

12 A. Very nice, very quiet.

13 Q. How much traffic is Lakewood Lane?

14 A. Only the resident come in and out,
15 the mailman, delivery traffic, but no through
16 traffic.

17 Q. To your knowledge, what is Mr.
18 Pierson using this house that he has already
19 built for?

20 A. He is using that as a rental.

21 Q. Are you seeing increased traffic?

22 A. Yes. As many as eight people
23 staying there at a time, lots of cars,
24 doesn't have room to park that many -- as
25 many as eight cars₃₉

1 Q. To be clear, you're not asking that
2 he be required to tear down this house.
3 Correct?

4 A. Absolutely not.

5 Q. What is it that you're asking the
6 court to do?

7 A. To rule that he can't build any more
8 houses on that lot.

9 Q. If he is allowed to build additional
10 houses on Lot 3, what would be the impact to
11 you?

12 A. Increased traffic, no doubt. These
13 are short-term rentals, nothing permanent, so
14 traffic would definitely be increased.

15 And it's pretty much a party house now,
16 so there's noise.

17 He has created water runoff that if it is
18 not successfully stopped will ---

19 Q. Tell us what you mean by that.

20 A. He has filled it with many, many
21 tons of mulch and it has always washed down
22 into the lake despite his rock barricades.
23 Nothing stops the water. It's come onto my
24 lot.

25 Q. Plaintiff's Exhibit 9 which is a

1 picture of his house, is it your
2 understanding that if he were to build a
3 house ---

4 MR. HILLER: I object to him
5 leading her at this point, Your Honor.

6 THE COURT: All right.

7 DIRECT EXAMINATION CONTINUED

8 BY MR. JAMES:

9 Q. Do you know what Mr. Pierson's
10 intentions are with respect to the lot
11 between the subdivided lot and your lot?

12 A. No. I assume ---

13 MR. HILLER: I object to her
14 assuming ---

15 MR. JAMES: I'll withdraw the
16 question.

17 DIRECT EXAMINATION CONTINUED

18 BY MR. JAMES:

19 Q. Do you have any outbuildings on your
20 property?

21 A. I have a garage.

22 Q. Is that next to your house?

23 A. Yes, as close as we could put it.

24 Q. How long has your garage been there?

25 A. Since 1996.

1 Q. Have you had conversations with Mr.
2 Pierson about what he intends to do with the
3 lot?

4 A. No. I know that he intends to build
5 on it.

6 Q. How do you know that?

7 A. He's said that he was going to come
8 and build three houses.

9 Q. Did he tell you that?

10 A. (Affirmative nod).

11 Q. You have to say yes or no.

12 A. "Yes." Sorry.

13 Q. That's okay. He told you that?

14 A. He said that he'd have the main
15 house and then he'd build two cottages for
16 his daughters. The cottage is not the size
17 of the home that he built but as I understand
18 from the drawings and so forth, these are not
19 cottages but full scale homes.

20 MR. JAMES: Bear with me, Judge.
21 I think that I'm about done.

22 DIRECT EXAMINATION CONTINUED

23 BY MR. JAMES:

24 Q. If Mr. Pierson were to build
25 additional houses on Lot 3, do you believe

1 that would constitute a violation of the
2 restrictive covenants?

3 A. I believe it would be, there's
4 supposed to be only one home -- one house.

5 Q. You are asking for a permanent
6 injunction that he not be allowed to build
7 additional houses?

8 A. Yes.

9 MR. JAMES: I believe that's all the
10 questions that I have. Please answer any
11 questions that Mr. Hiller may have.

12 CROSS EXAMINATION

13 BY MR. HILLER:

14 Q. Ms. Marsh, Mr. James asked you about
15 Plaintiff's Exhibit 6, -- do you need
16 glasses?

17 A. Yes.

18 Q. Would my cheaters help?

19 A. Yes.

20 Q. He asked you about Exhibit 6, which
21 is the Deed which ultimately went to Mr. and
22 Mrs. Pierson, do you remember testifying
23 about that?

24 A. Let me see what Exhibit 6 is.

25 Q. (Tendering), there are multiple

1 pages here and the last two are the Deed from
2 Spaulding as Trustee -- do you see that,
3 where it is highlighted?

4 A. Yes.

5 Q. Do you see at the bottom where it
6 says Lot 3A?

7 A. Yes.

8 Q. And showing you Plaintiff's Exhibit
9 8, you testified that this is what the
10 subdivision would look like.

11 A. Yes.

12 Q. This plat is also recorded, correct?

13 A. Yes.

14 Q. At the time that this property was
15 sold, this Exhibit 6 only reflects that ABC
16 bought Lot 3A. Correct?

17 A. Yes, that's what it shows.

18 Q. Do you recall -- well, let me ask
19 this, are you aware of what the zoning is out
20 there?

21 A. The zoning?

22 Q. Yes, ma'am.

23 A. (No verbal response).

24 Q. Do you know?

25 A. Explain "zoning" to me?

1 MR. JAMES: Your Honor, I am going
2 to object to any zoning questions because it
3 was developed pursuant to the restrictive
4 covenants.

5 MR. HILLER: She's testified as to

6 ---

7 THE COURT: Rephrase your
8 question.

9 CROSS EXAMINATION CONTINUED

10 BY MR. HILLER:

11 Q. Are you aware of how many houses
12 could be built on Lakewood Lane?

13 A. No. I had assumed it's only four.

14 Q. Do you know that Mr. Finley owns
15 property beyond there?

16 A. Yes.

17 Q. And you know that he wants to
18 subdivide his property. Correct?

19 A. Yes.

20 Q. And there's only so many houses that
21 Lakewood Lane is allowed to have under the
22 Pickens County zoning ordinance.

23 A. No, I did not know that.

24 Q. And if these lots are subdivided,
25 then no other lots ⁴⁵ could be subdivided on

1 Lakewood Lane; right?

2 MR. JAMES: I object. She said
3 she didn't know.

4 MR. HILLER: She just answered.

5 THE COURT: I'll let her answer
6 it.

7 CROSS EXAMINATION CONTINUED

8 BY MR. HILLER:

9 Q. Right?

10 A. (No verbal response).

11 Q. So from the standpoint of traffic,
12 there's going to be more houses on Lakewood
13 Lane and there's going to be more traffic on
14 Lakewood Lane no matter what happens here,
15 correct?

16 A. (No verbal response).

17 Q. Mr. Finley is going to develop his
18 lots.

19 A. I don't know that he has any more
20 lots that he can develop, that are suitable
21 for development.

22 Q. He hasn't talked to you and told you
23 that he is going to do that?

24 A. No, he hasn't.

25 Q. You testified that you have a

1 detached garage on your property?

2 A. Yes.

3 Q. Do you have any other detached
4 buildings on your property?

5 A. I've got a small toolshed.

6 Q. You have a shed and a detached
7 garage?

8 A. (Affirmative nod).

9 Q. And you are aware, are you not, that
10 the covenants and restrictions specifically
11 prohibit that. Correct?

12 A. If you're referring to outbuildings,
13 I don't consider a garage an outbuilding.

14 Q. Do you recall getting your
15 deposition taken?

16 A. I think so.

17 Q. You went to Mr. James' office and I
18 asked you questions.

19 A. Right.

20 Q. At that time I asked you why under
21 the covenants do you believe that you're
22 entitled to have an outbuilding. Do you
23 recall what you said?

24 A. It's a garage.

25 Q. And you said 'I need a garage, I

1 live there.'

2 A. I need a garage, (affirmative nod).

3 Q. Correct?

4 A. Yes, I need a garage.

5 Q. And I asked you do the Hills have
6 outbuildings and you said 'no, they don't,
7 but they don't live there.' Is that right?

8 A. (No verbal response).

9 Q. And then I asked you, what
10 difference does that make and you said you
11 need the storage room. Is that right?

12 A. Absolutely.

13 Q. So my next question was, so it
14 behooves you or is to your benefit to have an
15 outbuilding even if the covenants say that
16 you shouldn't have one? Do you recall what
17 you said, your answer?

18 A. No.

19 Q. You said "yes."

20 A. Yes, that's the way I feel.

21 Q. So when it suits you, you're not
22 going to pay any attention to the covenants.
23 When it doesn't suit you, you want to pay
24 attention to the covenants?

25 A. Mr. Hiller⁴⁸, I was only building a

1 necessary addition to my property. I was not
2 affecting anybody else.

3 Q. And that was your opinion on that?

4 A. Yes.

5 Q. And you still have those buildings
6 there?

7 A. I do.

8 MR. HILLER: That's all the
9 questions that I have.

10 MR. JAMES: I have a couple on
11 redirect.

12 THE COURT: Yes, sir.

13 REDIRECT EXAMINATION

14 BY MR. JAMES:

15 Q. Ms. Marsh, has anyone ever objected
16 to the garage that you have located on your
17 property?

18 A. No.

19 Q. Has anybody ever asked you not to
20 put it there or to take it down?

21 A. No.

22 Q. It appears from the exhibits that
23 we've admitted that Mr. Spauling bought his
24 lot in -- bought Lot 3 in 1977. Is that
25 correct?

1 A. I don't know when he bought it.

2 Q. And Mr. Spauling is the one who
3 deeded it to ABC in care of Mr. Pierson or
4 whatever his entities are; is that correct?

5 A. Yes.

6 Q. Did Mr. Spauling of Lot 3 ever
7 object to you having the garage or any other
8 structure?

9 A. I never communicated with Mr.
10 Spauling.

11 Q. The only objection that you've ever
12 received, is that the one from the Hills
13 regarding your garage?

14 A. Yes.

15 MR. JAMES: That's all the
16 questions that I have.

17 MR. HILLER: I have no questions.

18 MR. JAMES: Thank you.

19 THE COURT: You may come down.

20 (WITNESS STEPS DOWN)

21 THE COURT: Call your next
22 witness.

23 MR. JAMES: We call Agnes Buie.

24 (WITNESS TAKES STAND)

25 AGNES BUIE, having been sworn to

1 tell the truth, and nothing but the truth,
2 testified as follows:

3 DIRECT EXAMINATION

4 BY MR. JAMES:

5 Q. Your name is Agnes Buie?

6 A. Yes.

7 Q. And you and your husband -- you are
8 married to Harry Buie?

9 A. Yes.

10 Q. Harry is seated in the back?

11 A. Yes.

12 Q. Is that right?

13 A. Yes.

14 Q. And y'all own Lot 4 on Lakewood
15 Lane?

16 A. Yes.

17 Q. How long have y'all lived there?

18 A. We built, we finished the house in
19 1990 but we didn't move there until later.
20 I don't remember exactly.

21 Q. Do you remember, roughly, when you
22 purchased the lot?

23 A. Like Ms. Marsh said, they bought the
24 lot and transferred it to us. So it was
25 relatively the same time that they bought.

1 Q. Late '70s, early '80s, somewhere
2 along in that timeframe?

3 A. Yes.

4 Q. Do you live there fulltime now?

5 A. We do now.

6 Q. How long have you lived there
7 fulltime?

8 A. Oh, about ten years.

9 Q. All right. I won't go into all the
10 same questions that I asked Ms. Marsh but
11 I'll ask you, what are you seeking as far as
12 relief as to Mr. Pierson and his entities?

13 A. Well, the restrictions are very big.
14 When we bought, the land was very pure and,
15 so, I -- I have a different outlook on what
16 they are calling outbuildings. Back then in
17 the country -- and I come from the country,
18 outbuildings were considered barns, chicken
19 coops and outhouses.

20 In the North where I came from, yes, some
21 people had garages and some people didn't.
22 But in the South here most people didn't have
23 them because they weren't necessary.

24 Q. Okay.

25 A. So to me an outbuilding -- and we

1 have told Mr. Pierson that we have no
2 objection to his adding, if he wants to, a
3 garage to his property but the restrictions
4 say one dwelling per lot.

5 Q. Is that what you want him to do,
6 leave it to one dwelling per lot?

7 A. Absolutely. The house that he's
8 built is fine. If he wants a garage, we have
9 no objection to that.

10 Q. You have a garage on your property?

11 A. Yes, we do.

12 Q. When did you build the garage?

13 A. Well, it came about because of the
14 fact that Duke Power fluctuated the water so
15 badly that not get our boat in and out of the
16 water. Sometimes we'd put it in for storage
17 for the winter but then you couldn't get it
18 out because there was no water to do so.
19 That's the only reason we built the other
20 garage, was to take our boat in and out to
21 store it.

22 Q. When did you do that?

23 A. Gosh, that had to be close to eight
24 to ten years after we moved there.

25 Q. Do you have a boat dock on the

1 property, as well?

2 A. Yes, sir. At that time there were
3 boathouses on the water, half on land.

4 Q. Has anyone ever objected to you
5 having the garage or boathouse on your
6 property?

7 A. Well, Vera mentioned that she didn't
8 think that we should have the garage; but
9 outside of that, (negative gesture).

10 Q. Okay. Did you have to get a permit
11 for your boathouse?

12 A. (No verbal response).

13 Q. Did you have to get a Duke Power
14 permit?

15 A. That, I don't know. I was a
16 housewife and my husband took care of all the
17 business. I don't know if he can recall.

18 Q. His memory is not so good right now?

19 A. (Negative gesture).

20 Q. All right. Dr. Mr. Spauling, who
21 owned Lot 3 prior to Mr. Pierson, ever object
22 to your garage or boathouse?

23 A. I never saw Mr. Spaulding.

24 Q. You never met him?

25 A. No.

1 Q. Did you ever receive a letter or
2 communication from him?

3 A. No. We tried to communicate with
4 him to help us with the road, because that is
5 a one-way road that is privately owned by all
6 the residents. All residents in there have
7 to maintain that road. When we fixed it the
8 last time, he didn't respond to us at all.
9 We ended up covering the cost of his property
10 on it.

11 Q. I believe you've already said that
12 you're asking that Mr. Pierson and the
13 entities that he is involved with be
14 permanently enjoined from building other
15 houses on Lot 3?

16 A. No, I don't want any other houses
17 built on there.

18 MR. JAMES: That's all the
19 questions that I have.

20 THE COURT: Mr. Hiller?

21 CROSS EXAMINATION

22 BY MR. HILLER:

23 Q. Ms. Buie, you have your home and
24 three other outbuildings on your property;
25 correct?

1 A. Yes, and I explained that.

2 Q. Also a boathouse that is half on
3 your property and half on the lake; correct?

4 A. (Affirmative nod).

5 Q. And Mr. Spaulding, you've never laid
6 eyes on him, have you?

7 A. No.

8 Q. He lives in California or someplace,
9 doesn't he?

10 A. That's what I understand.

11 Q. So he was never there, you never
12 saw him walking on the property, you've never
13 seen him?

14 A. No.

15 Q. So obviously when you were building
16 a building, he couldn't have see you building
17 it?

18 A. That's true.

19 Q. And one of the buildings on your
20 property is a storage building, right?

21 A. Yes.

22 Q. A shed?

23 A. Well, the toolhouse that we have
24 came with the house, all the building
25 materials came with the house. Yeah, we

1 built it. We could have attached it, we
2 didn't realize that it was necessary.

3 MR. HILLER: That's all the
4 questions that I have. Thank you.

5 MR. JAMES: I have none. No
6 redirect, Your Honor.

7 THE COURT: Thank you, Ms. Buie.
8 You may step down.

9 (WITNESS STEPS DOWN)

10 MR. JAMES: Your Honor, we call
11 Robert Pierson.

12 (WITNESS TAKES STAND)

13 ROBERT PIERSON, having been sworn
14 to tell the truth, and nothing but the truth,
15 testified as follows:

16 DIRECT EXAMINATION

17 BY MR. JAMES:

18 Q. Your name is Robert Pierson?

19 A. That's correct.

20 Q. You're a defendant in this case?

21 A. That's correct.

22 Q. And also a defendant is Lakewood
23 Lane Properties, L.L.C.?

24 A. That's correct.

25 Q. I understand you own one hundred

1 percent of that entity?

2 A. That's correct.

3 Q. And also as a defendant in this case
4 is ABC Care, Inc.

5 A. That's correct.

6 Q. As I understand, ABC Care, Inc., you
7 purport that to be a nonprofit corporation?

8 A. It is.

9 Q. You've informed me previously that
10 that was incorporated in the state of
11 Maryland?

12 A. That's correct.

13 Q. On ABC Care Inc.'s property is where
14 this existing house is built?

15 A. That's correct.

16 Q. All right. Would that be considered
17 on your subdivided portion of Lot 3A?

18 A. That's correct.

19 Q. So on Lot 3A, that's a house that is
20 owned by a nonprofit out-of-state
21 corporation?

22 A. That's correct.

23 Q. And who owns ABC Care, Inc.?

24 A. It's a nonprofit, so no one owns it.

25 Q. Who controls it?

1 A. It's a board of directors.

2 Q. Does your wife have a management
3 responsibility in the corporation?

4 A. She does.

5 Q. Are you a salaried employee of that
6 corporation?

7 A. I am.

8 Q. So what do y'all use this property
9 for in connection with ABC Care, Inc.?

10 A. We have summer camps on the lake at
11 High Falls County Park and South Cove County
12 Park. When we have our -- we bring our staff
13 from Maryland down and they stay in the house
14 while we run our camps at the County parks,
15 not on this property.

16 Q. Okay. You also rent this property
17 out on Vacation Rental By Owner?

18 MR. HILLER: I object to that on
19 the grounds that it isn't relevant.

20 THE COURT: I will take it for
21 what it's worth.

22 DIRECT EXAMINATION CONTINUED

23 BY MR. JAMES:

24 Q. You also rent this house out on
25 Vacation Rental By₅₉Owner?

1 A. Yes, sir.

2 Q. Now, when this -- when you decided
3 to buy this property it was marketed to you
4 as Lot 3 of this subdivision; is that
5 correct?

6 A. That's correct.

7 Q. It was not a subdivided lot?

8 A. It was prior to purchase, yes.

9 Q. It was, prior to purchase, sub-
10 divided?

11 A. Yes.

12 Q. Who subdivided it prior to ---

13 A. Spaulding.

14 Q. Spaulding subdivided it?

15 A. Yes. With his knowledge, I helped
16 him subdivide the property.

17 Q. Right. I was thinking that this
18 subdivision was your brainchild. It was your
19 idea, wasn't it?

20 A. The property was subdivided prior to
21 purchasing it. I don't know whose brainchild
22 it was.

23 Q. Remember me taking your deposition
24 back in January of this year?

25 A. Yes, sir. 60

1 Q. And I asked you the question whose
2 idea was it to subdivide Lot 3 and your
3 answer -- and I can show you:

4 Q. It would have been whose idea?

5 A. It would have been myself.

6 A. Okay.

7 Q. Was that your answer?

8 A. (Affirmative nod), okay.

9 Q. Okay. So when Spaulding was
10 marketing this property, he was marketing it
11 as one lot. Is that right?

12 A. Yes, actually he was marketing it as
13 an unrestricted lot.

14 Q. But still one lot?

15 A. Yes.

16 Q. When did you come to find out that
17 there were restrictions on this property?

18 A. Prior to purchase.

19 Q. Who made you aware of that?

20 A. The plaintiffs.

21 Q. Did you close this property with an
22 attorney?

23 A. I did.

24 Q. Did you read the restrictions prior
25 to closing?

1 A. I did.

2 Q. You don't dispute that your lot has
3 restrictive covenants, do you?

4 A. I do not. All three of them.

5 Q. Do you dispute that there exists
6 this particular restriction, "there shall
7 not exist on said lot at any time more than
8 one residence."

9 A. That's correct.

10 Q. All right. And when that
11 restriction was placed in the Deed from the
12 developer, Jerry Meehan, -- do you agree with
13 that?

14 A. It is in the chain of title, yes,
15 sir.

16 Q. And the lot that he described was
17 Lot 3?

18 A. That's correct.

19 Q. The entire Lot 3?

20 A. That's correct.

21 Q. It doesn't give any subdivision of
22 the lot, does it?

23 A. It does not say that the property
24 cannot be subdivided.

25 Q. Yet you chose, as you've indicated

1 that you're going to, build two other houses
2 on Lot 3, you would then have three houses on
3 this original one lot which was deeded from
4 the developer. Is that correct?

5 A. I would have legal parcels, legal
6 houses on all three separate lots.

7 Q. But it was one lot when it was
8 deeded to you, and you have three houses on
9 the original lot from Meehan; is that
10 correct?

11 A. Say that one more time?

12 Q. You have three houses on the
13 original Lot 3, as deeded from Jerry Meehan?

14 A. I do not. I only have one house.

15 Q. But you intend to build two others;
16 is that correct?

17 A. I intend to build one of each said
18 lot.

19 Q. That would be three houses, is that
20 right?

21 A. Three houses, one on each said lot.

22 Q. I am not going to parse words with
23 you, Mr. Pierson, you know that it'd be three
24 houses on one original lot; don't you?

25 A. I don't know why you're

1 argumentative with me. I'm clearly saying
2 what I've done, what I intend to do.

3 Q. Right. And on the picture that we
4 showed, Plaintiff's Exhibit 9, -- did you see
5 a copy of that photograph?

6 A. Yes, I did.

7 Q. In fact, you intend to build a house
8 between where that picture is taken and where
9 this house is located.

10 A. Actually, no. That's septic area.

11 Q. Well, where would you build the
12 house?

13 A. Farther down towards the right
14 and/or I could put it across the street.
15 There's room on both sides.

16 Q. If Jerry Meehan had wanted to, he
17 could have subdivided the lot, any of those
18 lots, any way that he'd wanted to, couldn't
19 have he?

20 A. Yes, I'd say he could have.

21 Q. But this is the configuration that
22 he designed, that he marketed to all the
23 folks who bought these lots; is that right?

24 A. I wasn't around in 1977, at the time
25 to know what he was marketing or what he was

1 doing.

2 Q. Each of the four lots is a distinct
3 parcel, is that correct?

4 A. Lot 3 is now three lots, but I
5 didn't purchase it that way.

6 Q. Right, but they are all distinct?

7 A. Yes, there are three distinct lots
8 on Lot 3 and there's two other houses -- or
9 three other houses there.

10 Q. By subdividing Lot 3, aren't you
11 destroying the common plan of the developer?

12 A. Absolutely not.

13 Q. Why not?

14 A. Because if he did want to put
15 restrictions on the property not being
16 subdivided, he would have said it. He did
17 not say that.

18 Q. So your argument is that you can
19 subdivide Lot 3, have three houses on there
20 and that way you get around the common design
21 of Mr. Meehan?

22 A. Actually if the adjoining neighbors
23 wanted to, they -- actually only one of them
24 could subdivide their lot. But if they had
25 enough acreage, they could. I complied with

1 all County regulations, went through the
2 subdivision process, they approved my plan,
3 and I went to everyone prior to doing so.

4 Q. Prior to the filing of this lawsuit,
5 did you ever object to any garages,
6 boathouses or outbuildings of Hill, Marsh or
7 Buie?

8 A. I did when they put this restriction
9 in front of me. I was floored that they'd --
10 that the restrictions are there and it says
11 clearly there are to be no outbuildings and
12 Ms. Marsh has four -- we've already went over
13 how many buildings are on the property. But,
14 yes.

15 Q. Did you file any legal pleadings
16 against them for that?

17 A. Yeah, right here.

18 Q. I'm saying before this lawsuit was
19 filed?

20 A. We've -- before they sued me.

21 Q. All right. Did you ever send them
22 any letters objecting to their garages or
23 boathouses or outbuildings?

24 A. Again, once they sued me, I did.

25 Q. And to your knowledge, Mr.

1 Spaulding, your predecessor in title, he
2 never objected to any of their structures on
3 their property, did he?

4 A. He had made me aware -- somebody had
5 made me aware and I believe that it was he
6 who made me aware about the lawsuit about the
7 outbuilding.

8 Q. That would have been Hill v. Marsh?

9 A. I believe so. Yes. I believe.

10 Q. With regard to -- you brought a
11 third-party Complaint against Vera Hill; is
12 that right?

13 A. Yes.

14 Q. She owns Lot 1. Correct?

15 A. Yes.

16 Q. Am I correct in saying that the only
17 structure on her lot is her home?

18 A. I would say that there is an out-
19 building by the water by her home.

20 Q. What is that outbuilding?

21 A. It's a -- we have a picture of it to
22 be very specific, it's a metal-sided shack-
23 looking building?

24 Q. Is it a boathouse?

25 A. They put a₆₇ boat in it, yes.

1 Q. If you look at Plaintiff's Exhibit
2 2, is that not it on the water?

3 A. Yes.

4 Q. So what you're referring to is
5 actually the boathouse on the water? It's
6 not situated on her land. Is that right?

7 A. Duke Power controls the land, yes.
8 And Duke Power -- the ramp does attach to her
9 land.

10 Q. What you are describing as a metal
11 shed or whatever, that's not on her property.

12 A. Correct. The ramp is.

13 Q. Answer the question, sir. Is the
14 metal shed on her property?

15 A. It is attached to it. I'm answering
16 your question.

17 Q. Is the metal shed on her property or
18 not? Is it situated on her land or not?

19 A. It's on the lake.

20 Q. Not on the land.

21 A. The ramp is.

22 Q. Are there any other structures on
23 her land other than her house?

24 A. There's trailers. I think that
25 there is a boat trailer. It's on the corner

1 there, I think it's her boat trailer.

2 Q. Do you have a boathouse or a boat
3 dock on your property?

4 A. I do.

5 Q. How many do you have?

6 A. Two.

7 Q. So you have one house and two
8 boathouses?

9 A. One for each of the waterfront lots.
10 Lots A and B have boathouses, one for each
11 lot.

12 Q. Just to be clear, we're talking
13 about Lot 3.

14 A. That Spaulding subdivided, yes.

15 Q. So one house, two boat docks?

16 A. Correct.

17 Q. And those are not depicted on the
18 aerial photograph. Correct?

19 A. Correct.

20 Q. And also, just for clarification,
21 your house is not depicted on the aerial
22 photograph because it was -- your house has
23 since been built?

24 A. That's correct.

25 COURT REPORTER: Has that been

1 marked as an exhibit?

2 MR. JAMES: Yes, ma'am. It's
3 Plaintiff's Exhibit 10.

4 COURT REPORTER: Thank you.

5 DIRECT EXAMINATION CONTINUED

6 BY MR. JAMES:

7 Q. Are you requesting or asking the
8 court that they be required to tear down
9 their garages and any other structures that
10 they have on their properties?

11 A. I have pretty much begged for them
12 to drop this house and for me not to have to
13 request that.

14 Q. So you are just using that ---

15 A. But I will follow through.

16 Q. --- as leverage, because they're
17 asking that you not be allowed to build two
18 other houses on your lot?

19 A. They're not complying with the
20 restrictions. If they are going to hold me
21 to restrictions that don't apply to my
22 property -- I mean, they do apply to one of
23 the separate lots.

24 Q. Are you asking them to tear down
25 their boathouses? 70

1 A. What I am asking for is for each of
2 the noncomplying things to be complied with.

3 Q. You would have to comply with it,
4 too; wouldn't you?

5 A. They have three other outbuildings
6 besides the docks that you are referring to,
7 sir.

8 Q. Right. But under your theory,
9 nobody could have a boathouse on those four
10 lots; including you. Right.

11 A. That's not what I'm saying.

12 Q. I'm asking the question, under ---

13 A. That's not what I'm saying.

14 Q. So you're saying that you can have
15 your two boathouses but that nobody else can?

16 A. No. What I am saying is that
17 everybody that complies legally with Duke
18 Power's regulations can do what Duke Power
19 allows them to do. I am very questionable
20 about whether they even got permits to do
21 what they've done.

22 Q. Well, is this a copy -- see if you
23 can recognize this as being a permit from
24 Duke Power for the Hills' boathouse?

25 A. (Upon review), this is for the boat

1 dock but not for the boat shed.

2 Q. You're saying not the shed on ---

3 A. Again, whose is this?

4 Q. Hills.

5 A. Okay, wrong property. I had the
6 wrong property. It doesn't say anywhere in
7 this that it has the sides enclosed.

8 Q. So you have to get permission for
9 your two boathouses?

10 A. What they have here -- this permit
11 is not for what they've built.

12 Q. Let me ask you this, you had get
13 permission from Duke Power for your two
14 boathouses, didn't you?

15 A. I did. They're not boathouses,
16 they're docks.

17 Q. Docks.

18 A. Clearly different. There are
19 boathouses and then there are docks.

20 THE COURT: Be sure to let him
21 answer the question before you ask another
22 question.

23 MR. JAMES: Yes, sir.

24 DIRECT EXAMINATION CONTINUED

25 BY MR. JAMES: 72

1 Q. Do you need to finish your answer?

2 A. Would you repeat the question.

3 Q. Well, I was going to move on to
4 another question, but -- I guess here's my
5 question. You had to get permission from
6 Duke Power for your two boat docks.

7 A. (Affirmative nod).

8 Q. Are you claiming that they did not
9 have to get permission for their boathouses
10 or boat docks from Duke Power?

11 A. What I'm saying is that the
12 application that you showed me isn't for
13 what's there on the Hills property. I don't
14 now about Ms. Buie's or Ms. Marsh's property.
15 You haven't shown me the permits for theirs.

16 Q. Wouldn't you say that Duke Power
17 polices the permits the lake pretty
18 thoroughly as to boat docks and boathouses?

19 A. I don't have any knowledge to say
20 either way.

21 Q. I asked you in your deposition if
22 you're seeking the damages that your
23 counterclaim alleges, you indicated to me
24 that you'd supply that to me later. But have
25 you supplies me with any damages list?

1 A. Yes, I supplied it to Mr. Hiller.

2 MR. JAMES: Please answer any
3 questions that Mr. Hiller may have.

4 CROSS EXAMINATION

5 BY MR. HILLER:

6 Q. Mr. Pierson, you obviously weren't
7 living in South Carolina in 1977?

8 A. No, sir, I wasn't.

9 Q. You didn't have anything to do with
10 the original sale or development of these
11 four tracts of land?

12 A. No, sir, I did not.

13 Q. No recorded subdivision plat of
14 Keowee Acres, or anything like that?

15 A. No, sir.

16 Q. Just five lines, individual
17 restrictions and four separate Deeds?

18 A. Seven lines.

19 Q. Seven lines.

20 A. (Affirmative nod).

21 Q. And you never met or had anything to
22 do with Mr. Meehan?

23 A. No.

24 Q. You purchased the property through a
25 realtor from the Trust, the Spaulding Trust?

1 A. Yes.

2 Q. Was there a condition of that
3 contract -- was there a condition in there
4 that allowed you to seek to subdivide before
5 purchasing?

6 A. It did.

7 Q. Did you in fact do that?

8 A. I did.

9 Q. Did you apply to Pickens County to
10 do that?

11 A. I did.

12 Q. Did they approve a subdivision plat?

13 A. They did.

14 Q. And did you have that plat recorded
15 in the R.O.D. (sic) office in Pickens?

16 A. I did.

17 Q. And is that what we're seeing as
18 Plaintiff's Exhibit 8?

19 A. It is.

20 Q. All right. Now, as a result of that
21 plat being recorded, the reason that there
22 are multiple defendants is because when they
23 -- when the property was actually purchased
24 from the Trust, there were three separate
25 Deeds?

1 A. Yes.

2 Q. All of them from the Spaulding Trust
3 based on those descriptions in that plat?

4 A. That's correct.

5 Q. 3A?

6 A. That's correct.

7 Q. 3B?

8 A. That's correct.

9 Q. 3C?

10 A. That's correct.

11 Q. So when these entities, yourself,
12 ABC and Lakewood acquired the property they
13 each acquired individual lots?

14 A. That's correct.

15 Q. And you had an attorney examine the
16 title prior to that?

17 A. I did.

18 Q. Was there any issue about anything
19 about its subdivision prior to your acquiring
20 the lots?

21 A. I was getting ---

22 Q. Was there anything -- any issue
23 raised by anybody when that subdivision plat
24 was recorded ---

25 A. No.

1 Q. --- about not being able to
2 subdivide the property?

3 A. No. As a matter of fact, I showed
4 this thing throughout the county several
5 times and no issues.

6 Q. Approximately how long after you
7 closed on those lots did you (rustling paper
8 obliterates sound) -- do you have any idea?

9 A. A couple of months.

10 Q. It would be whatever the record
11 shows?

12 A. Yes, whatever the records shows.

13 Q. Now, how long has this litigation
14 been pending?

15 A. Two years.

16 Q. When you acquired this property
17 originally, your intention was to build one
18 house on Lot 3A?

19 A. One on 3A, one on 3B and one on 3C.

20 Q. Well, were you necessarily going to
21 build on 3B and 3C or did you intend to sell
22 those?

23 A. Sell them.

24 Q. And do you have an opinion as to
25 their value?

1 A. Yes.

2 Q. What's the value of 3B?

3 A. Lot 3B is waterfront and it is
4 valued approximately between one fifty and
5 one seventy-five.

6 Q. You've installed a dock on it?

7 A. I have.

8 Q. And when we say a dock, is it a dock
9 that then goes out over the ---

10 A. Yes, a covered dock with a roof.

11 Q. Carport-type roof?

12 A. Yes.

13 Q. Not enclosed?

14 A. It is not enclosed.

15 Q. And it is at the end of the dock?

16 A. Correct.

17 Q. Not at the beginning?

18 A. (Affirmative nod), it's not on land.

19 Q. All right. And what would the value
20 be of Lot 3C?

21 A. Lot 3C has a twenty-foot strip of
22 property that comes in touch with the water
23 for kayak access, so the lot value would be
24 between fifty and seventy-five thousand for
25 that.

1 Q. Based on the value of those two lots
2 plus any amounts that you have expended in
3 anticipation of being able to sell them, what
4 would that total about be?

5 A. It's \$35,000-plus in actual
6 additional costs on top of the loss of
7 revenue that I've had for the two years;
8 that I haven't been able to do anything with
9 for two years, yet I have had the monies
10 invested.

11 It is \$190,000 combined for the
12 value of the lands, per the appraisals that
13 I've gotten, true market value.

14 And \$35,000 that I've spent -- plus
15 -- on improvements.

16 Q. So the total?

17 A. Over \$225,415.

18 Q. Had you sold it, you could have
19 gotten a return on that money?

20 A. Absolutely.

21 Q. What do you do think would be a fair
22 return on that money over the two-year
23 period?

24 A. I don't usually get involved in
25 anything if it isn't worth twenty-five

1 percent. I think seven and a quarter percent
2 is more than fair.

3 Q. And what would 7.25 percent --
4 equate to in your loss?

5 A. \$32,685.

6 Q. When you first saw this property,
7 went to look at it in anticipation of making
8 an offer on it, did it look like a
9 subdivision?

10 A. It looked like private land with
11 four houses on it -- three houses on it.

12 Q. Three houses with a bunch of
13 outbuildings?

14 A. Correct.

15 Q. And when you became aware of the
16 covenants, did you have an opinion as to
17 whether anybody was paying attention to them,
18 that was living there?

19 A. I certainly did. That was the first
20 thing that I looked at. I was, like, 'Well,
21 it says right here no outbuildings and no
22 campers, tents or trailers, shacks,
23 buildings.' I think I'm the only one on this
24 entire road that is not -- I'm the only one
25 that is complying with the covenants.

1 Q. Are there trailers on the
2 properties?

3 A. Yes.

4 Q. Are there outbuildings on the
5 property?

6 A. Yes.

7 Q. Multiple outbuildings?

8 A. Multiple, (affirmative nod).

9 Q. Was there a camper there, or a
10 motorhome?

11 A. Yes.

12 Q. Did those stay there on a regular
13 basis?

14 A. Yes.

15 Q. I have marked and we've previously
16 stipulated that these are admissible, one
17 through eleven. These are photographs. You
18 took these photographs?

19 A. I did.

20 Q. You took all of them?

21 A. I did.

22 Q. Do these reflect your neighbors'
23 properties?

24 A. They do.

25 Q. I believe one reflects a carport ---

1 A. Yes.

2 Q. Is that one of the boathouses that
3 you're talking about?

4 A. It is. It's on land, not on the
5 water.

6 Q. Right. It's not like built out on
7 the dock?

8 A. Correct.

9 Q. Exhibit 1, whose property is that?

10 A. Buies.

11 Q. Whose is that?

12 A. Buies.

13 Q. Three?

14 A. This is Ms. Marsh's.

15 Q. What does that one show?

16 A. This is the back side of her garage
17 and the top part of the carport down by the
18 lake.

19 Q. Four is Ms. Marsh's carport?

20 A. (Affirmative nod), Ms. Marsh's
21 carport.

22 Q. Exhibit 5 is Ms. Buie's again?

23 A. This is a different building.

24 Q. There are two buildings that look
25 like that?

1 A. Three actually. All of her
2 buildings look the same.

3 Q. Whose is this -- six?

4 A. That is Ms. Marsh's shed.

5 Q. Seven?

6 A. Ms. Marsh's garage.

7 Q. Eight?

8 A. This is Ms. Hill's noncomplying, per
9 the permit, boathouse/shack.

10 Q. How big is that garage?

11 A. This garage?

12 Q. Yeah, do you have an estimate of the
13 square footage?

14 A. I would say that's eighteen to
15 twenty feet wide and I'd say it's thirty feet
16 long.

17 Q. Twenty by forty, eight hundred?

18 A. Yes. This is one of three.

19 Q. Is this a camper?

20 A. Yes.

21 Q. Camper/van?

22 A. Camper/van, (affirmative nod).

23 Q. Eleven?

24 A. Another view of the garage. Ms.
25 Marsh's.

1 Q. Marsh?

2 A. (Affirmative nod).

3 THE COURT: It would probably help
4 my -- if you could give us the numbers.

5 MR. HILLER: I was just getting
6 them in the record and then I was going to
7 give them to you, Judge.

8 WITNESS: Do you want me to go
9 through them again, sir?

10 THE COURT: No. I think could see
11 most of them. What was 10 -- what was 9?

12 WITNESS: This is Ms. Marsh's --
13 sorry. This is the Buies' garage.

14 And this is Ms. Marsh's van that she
15 had parked, Exhibit 11. That RV-type van.

16 This was Ms. Marsh's garage?

17 CROSS EXAMINATION CONTINUED

18 BY MR. HILLER:

19 Q. This is a copy, (tendering).

20 A. May I read number five of what the
21 restrictions say?

22 Q. Sure.

23 A. (Reading): "No trailers..." -- which
24 they have boat trailers -- "tents, shacks..."
25 -- the carport at Ms. Hill's house, boathouse

1 should be considered that. (Reading
2 continued): "...temporary buildings,
3 outbuildings, shanty or mobile home of any
4 description shall be placed or erected on
5 said lot of land."

6 To me, that's a clear violation of
7 the restrictions.

8 Q. When you first saw the property,
9 could you -- were there any of these type
10 things on the property?

11 A. Absolutely not.

12 Q. Were there any of the -- on the
13 other two lots that could be allowed to be
14 built on, 8B or 8C, would have create any
15 more buildings than exist on anybody else's
16 lot already?

17 A. No, because I complied with the
18 restrictions.

19 Q. Mr. Pierson, are you a licensed
20 builder?

21 A. I am.

22 Q. Have you been involved in the
23 subdividing other properties over time?

24 A. I have.

25 Q. How many times have you subdivided a

1 piece of property?

2 A. Probably over thirty times.

3 Q. All right. When you subdivide a
4 piece of property, you have to buy a tract of
5 land. Correct?

6 A. That is correct.

7 Q. Two acres, you might be able to
8 subdivide it into ---

9 A. Depending on the density is of the
10 zoning.

11 Q. Also depends on whether there's
12 public infrastructure, does it not?

13 A. (Affirmative nod), it does.

14 Q. These lots don't have public sewer?

15 A. They do not.

16 Q. So you have to have a larger lot?

17 A. The requirement for well and septic
18 is a minimum of a half acre.

19 Q. Do you have any idea what
20 restrictions or the requirements were for
21 building on the lot in 1977 in Pickens
22 County, South Carolina?

23 A. I was not here. I do not know.

24 Q. But you know what it is today?

25 A. I do.

1 Q. You knew what it was two years ago
2 when ---

3 A. Yes.

4 Q. --- you had this lot subdivided?

5 A. I did.

6 Q. And they comply with all the County
7 regulations?

8 A. They do.

9 Q. They approved your plat and allowed
10 you to record it?

11 A. That's correct.

12 Q. As a result of that being recorded,
13 three Deeds were issued?

14 A. That's correct.

15 MR. HILLER: That's all that I
16 have.

17 THE COURT: I want to make sure
18 that I'm clear on these exhibits. Could you
19 and Mr. James mark on the back of these? The
20 record is fine but I'm not going to have the
21 transcript when I'm reviewing this to make a
22 decision.

23 MR. HILLER: Do you want me to put
24 the name of the person whose lot it is?

25 THE COURT: Name and what it is

1 showing, so that I'm clear when I look at
2 them.

3 MR. HILLER: I'll go through them
4 on the record.

5 CROSS EXAMINATION CONTINUED

6 BY MR. HILLER:

7 Q. Number 1, what is that?

8 A. It is a boathouse on the Buie
9 property.

10 Q. All right. Exhibit 2?

11 A. Buie shed.

12 Q. All right. Exhibit 3?

13 A. Marsh garage.

14 Q. All right. Exhibit 4?

15 A. Marsh carport.

16 Q. Exhibit 5?

17 A. Marsh ---

18 Q. This is Buie. Is this different
19 from the first picture? The second picture?

20 A. Yes, there are three.

21 Q. Buie outbuilding?

22 A. (Affirmative nod), outbuilding.

23 Q. Six?

24 A. Marsh shed.

25 Q. Seven? 88

1 A. Marsh garage.

2 Q. Eight is Hill? Hill's house?

3 A. Shack.

4 Q. Nine?

5 A. This is Buie garage.

6 Q. So Buie has three different
7 outbuildings?

8 A. They all look the same, the same
9 identical structure.

10 Q. That's the camper/RV?

11 A. (Affirmative nod).

12 Q. Eleven, what is that?

13 A. That is another view of that same
14 garage. Marsh.

15 THE COURT: Mr. James, I under-
16 stand that you've stipulated to the
17 photographs -- but I will not apply it to his
18 markings.

19 MR. JAMES: Yes, sir.

20 THE COURT: Thank you.

21 MR. HILLER: Those are all the
22 questions that I have.

23 MR. JAMES: Just a couple of
24 quick questions.

25 REDIRECT EXAMINATION

1 BY MR. JAMES:

2 Q. Mr. Pierson, do you have any reason
3 to dispute Ms. Marsh's claim that there was
4 no structure on her property earlier than
5 1996?

6 A. I wasn't present.

7 Q. I said earlier. Later?

8 A. I wasn't there until 2012.

9 Q. I said 1996. Sorry.

10 A. I still wasn't there. I wasn't
11 there until 2012.

12 Q. And you say when you saw these
13 outbuildings, as you claim, it didn't stop
14 you from buying the property, did it?

15 A. No.

16 Q. The van that you talked about, it's
17 no longer there, is it?

18 A. The last that I was there -- I don't
19 remember now. I don't think it is but it was
20 there for about three or four months at a
21 time.

22 Q. Do you have you damages exhibit up
23 there?

24 MR. HILLER: It's not an exhibit
25 but you're welcome go look at it. He

1 testified from it.

2 REDIRECT EXAMINATION CONTINUED

3 BY MR. JAMES:

4 Q. So you're saying that on lot values
5 you are entitled to \$190,000 from the
6 plaintiffs?

7 A. No.

8 Q. Tell me again, I want to make sure
9 that I follow.

10 A. The values of each one of the lots,
11 total, per appraisal \$190,000.

12 Q. All right.

13 A. And we are taking a percentage of
14 that total. These are the improvements that
15 I've done on Lots B and C, and this is the
16 value of Lots B and C together, and then this
17 is the lost revenue for twenty-four months.
18 So basically at four percent it is \$18,000,
19 at seven percent it's \$32,000, and at twenty-
20 five percent -- you can calculate that as
21 well. That's really what it is.

22 Q. Okay. So you're saying as a range,
23 using either a four percent calculation or a
24 seven and a quarter percent calculation, it's
25 anywhere from \$18,000 to \$32,000, is the

1 amount of damages that you're seeking from
2 the plaintiffs?

3 A. \$32,000 is what I am seeking from
4 the plaintiffs in addition to their buildings
5 being removed.

6 Q. You're saying that is loss of use on
7 Lots 3B ---

8 A. Income

9 Q. --- and 3C?

10 A. That's correct.

11 Q. But when I took your deposition I
12 asked you, I said, 'What do you intend to
13 build on the subdivided lots, 3B and 3C?'
14 You said single-family dwellings. Is that
15 right?

16 A. I don't have my -- whatever I said
17 is accurate.

18 Q. And I said, 'Do you don't have any
19 plans for those?' You said, "No, sir."

20 I said, "Do you have something in mind?"

21 You said, "No, sir."

22 Is that what you said, there in the
23 highlighted portion?

24 A. I don't know what context that
25 you're putting that in, sir.

1 Q. So you're asking for damages of
2 \$32,000 on something you don't even have
3 concrete idea of what you're ---

4 A. I absolutely have a concrete idea,
5 from day one. That's why I worked with Mr.
6 Spaulding on subdividing the property prior
7 to purchase.

8 MR. JAMES: That's all the
9 questions I have.

10 MR. HILLER: No further questions.

11 THE COURT: Thank you, you may
12 step down.

13 (WITNESS STEPS DOWN)

14 THE COURT: Do you have the Deed
15 to quite title? The two plats are here but I
16 don't see any Deeds in the record.

17 MR. JAMES: It would be under the
18 one that starts off from -- it's all in
19 there.

20 COURT REPORTER: Buie Exhibit 6,
21 Your Honor.

22 MR. JAMES: Yes, sir, it would be
23 Plaintiff's Exhibit 6.

24 MR. HILLER: The reason I went into
25 Exhibit 6 with is because it doesn't matter.

1 THE COURT: It has 3A.

2 MR. JAMES: I can hand up 3B.

3 THE COURT: I just want to make
4 sure that I've got everything. We can go off
5 the record.

6 (OFF RECORD REVIEW OF EXHIBIT COPIES)

7 THE COURT: Call your next
8 witness, Mr. James?

9 MR. JAMES: Yes, sir, that would
10 be the plaintiff's case.

11 THE COURT: Mr. Hiller?

12 MR. HILLER: I don't have
13 anything.

14 THE COURT: That's efficiency.
15 Anything else?

16 MR. JAMES: There'd just be the
17 third-party defendant, Ms. Hill, which won't
18 take but a second.

19 THE COURT: All right, let's take
20 about a five-minute break.

21 (BRIEF RECESS)

22 (WITNESS TAKES STAND)

23 PAUL HILL, having been sworn to tell
24 the truth, and nothing but the truth,
25 testified as follows:

DIRECT EXAMINATION

BY MR. JAMES:

Q. Paul, you are the son of Vera Hill?

A. Yes.

Q. And your father, he died a couple of years ago; is that correct?

A. He died December 24th, 2013.

Q. Have you helped your mom with regard to paperwork in connection with managing this property?

A. That's correct.

Q. You've spent a good bit of time at this property on Keowee?

A. Yes.

Q. That's Lot 1 of this subdivision that we've been talking about?

A. I'm assuming it's Lot 1. If you could show me the plat, I might be ---

Q. It on the point?

A. It is on the point, (affirmative nod).

Q. What is existing on her lot?

A. She has the house/dwelling and there's a boathouse connected to the land, that floats on the water. It is my under-

1 standing, though, ---

2 MR. HILLER: I object to his
3 understanding.

4 DIRECT EXAMINATION CONTINUED

5 BY MR. JAMES:

6 Q. Is the boathouse that's on -- it's
7 on water. It's not on land. Right?

8 A. The boathouse floats on water, yes.

9 Q. All right. And you were able to
10 find a Duke Power permit for it; is that
11 correct?

12 A. That's correct.

13 Q. Okay. Do you know when your mom and
14 dad built the house, built the boathouse?

15 A. Yes. They purchased the land in
16 1977. They started building in '78, finished
17 around '79. The boathouse was purchased in
18 Seneca and it was brought up by water and
19 attached to the land somewhere around 1978
20 and '79.

21 Q. All right. And this permit that you
22 were able to find, what is the date on that?

23 A. It is October 5th, 1987.

24 Q. And the boat--, -- it was already
25 there at that time₃₆

1 A. Yes, it was. It states that the
2 boathouse was inspected and it was duly
3 permitted.

4 Q. Are there any other structures on
5 your mom's lot other than the house itself?
6 Any outbuildings? Any garages?

7 A. No.

8 MR. JAMES: We would offer this,
9 I guess as a third-party exhibit.

10 MR. HILLER: May I see it?

11 MR. JAMES: Sure, (tenders).

12 MR. HILLER: (Review).

13 (SIDEBAR BETWEEN COUNSEL)

14 THE COURT: Are you objecting to
15 it?

16 MR. HILLER: As I understand his
17 testimony, he found it in his parents'
18 records. Right?

19 MR. JAMES: Right.

20 MR. HILLER: To the extent that there
21 is hearsay contained within it, I object to
22 it. But I wouldn't -- I think that the
23 biggest problem that I have is that it was
24 mischaracterized and I will probably solve
25 that on cross-examination. It's not a

1 permit, it's a permit application, that's all
2 it is.

3 THE COURT: I can really tell if
4 you're objecting or not.

5 MR. HILLER: I am objecting to the
6 coversheet, and I'm probably not objecting to
7 the permit application attached to it because
8 it is apparently signed by the defendant, the
9 third-party defendant.

10 THE COURT: I'm going to allow it
11 in. I'm not ---

12 MR. HILLER: I understand.

13 THE COURT: --- sure how much
14 weight it's going to matter to my ultimate
15 decision, but I'll allow it in.

16 (SO ENTERED AS THIRD-PARTY EXHIBIT 1)

17 MR. JAMES: Mr. Hill, please
18 answer any questions that Mr. Hiller may
19 have.

20 CROSS EXAMINATION

21 BY MR. HILLER:

22 Q. Mr. Hill, the actual document that
23 is attached to that Duke Power letter, what
24 does it say up at the top?

25 A. Shoreline Management Program Permit

1 Application Form.

2 Q. I noticed on the original that it
3 looks like somebody has kinda filled in the
4 rest of it in red handwriting that didn't
5 show up on the copy. Does that look like
6 that to you, too?

7 A. Correct.

8 Q. Do you know who filled that in?

9 A. I do not.

10 MR. HILLER: Okay. Thank you.

11 THE COURT: Anything else, Mr.

12 James?

13 MR. JAMES: No, Your Honor.

14 THE COURT: You may step down.

15 MR. JAMES: That would be our

16 case.

17 THE COURT: All right. Any
18 additional witnesses?

19 MR. HILLER: No, sir.

20 THE COURT: All right. Just to
21 be sure, we have Plaintiff Exhibits 1 through
22 10, which are in without objection.

23 MR. JAMES: Yes, sir.

24 THE COURT: Third-party Defendant
25 Exhibit 1, in over⁹⁹ the objection -- at least

1 the first page was objected to.

2 Then Defendants' Exhibits 1 through
3 11?

4 MR. HILLER: That's correct.

5 MR. JAMES: Those are all photo-
6 graphs?

7 MR. HILLER: Right.

8 MR. JAMES: Yes.

9 THE COURT: I am going to take this
10 under advisement. If y'all would -- if you
11 have -- you don't have to but I'll be glad to
12 allow you some time to present any additional
13 legal authority or memo.

14 MR. HILLER: What amount of time?

15 THE COURT: What do you ---

16 MR. HILLER: You know, amazingly,
17 Decembers get filled up. Used to be you
18 kinda got caught up, nothing but depositions.

19 THE COURT: Yes, but I don't want
20 to hold this under advisement too long,
21 either.

22 MR. JAMES: I think the Court has
23 a good grasp of it, unless the Court needs us
24 to ---

25 THE COURT: 100 I'll give ten days to

1 present any additional authority and then
2 I'll make a ruling after that. Thank you.

3 This matter is adjourned.

4 (HEARING CONCLUDED)

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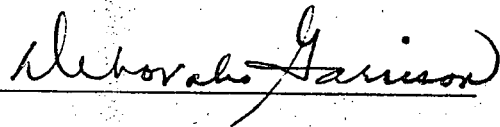
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STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF GREENVILLE)

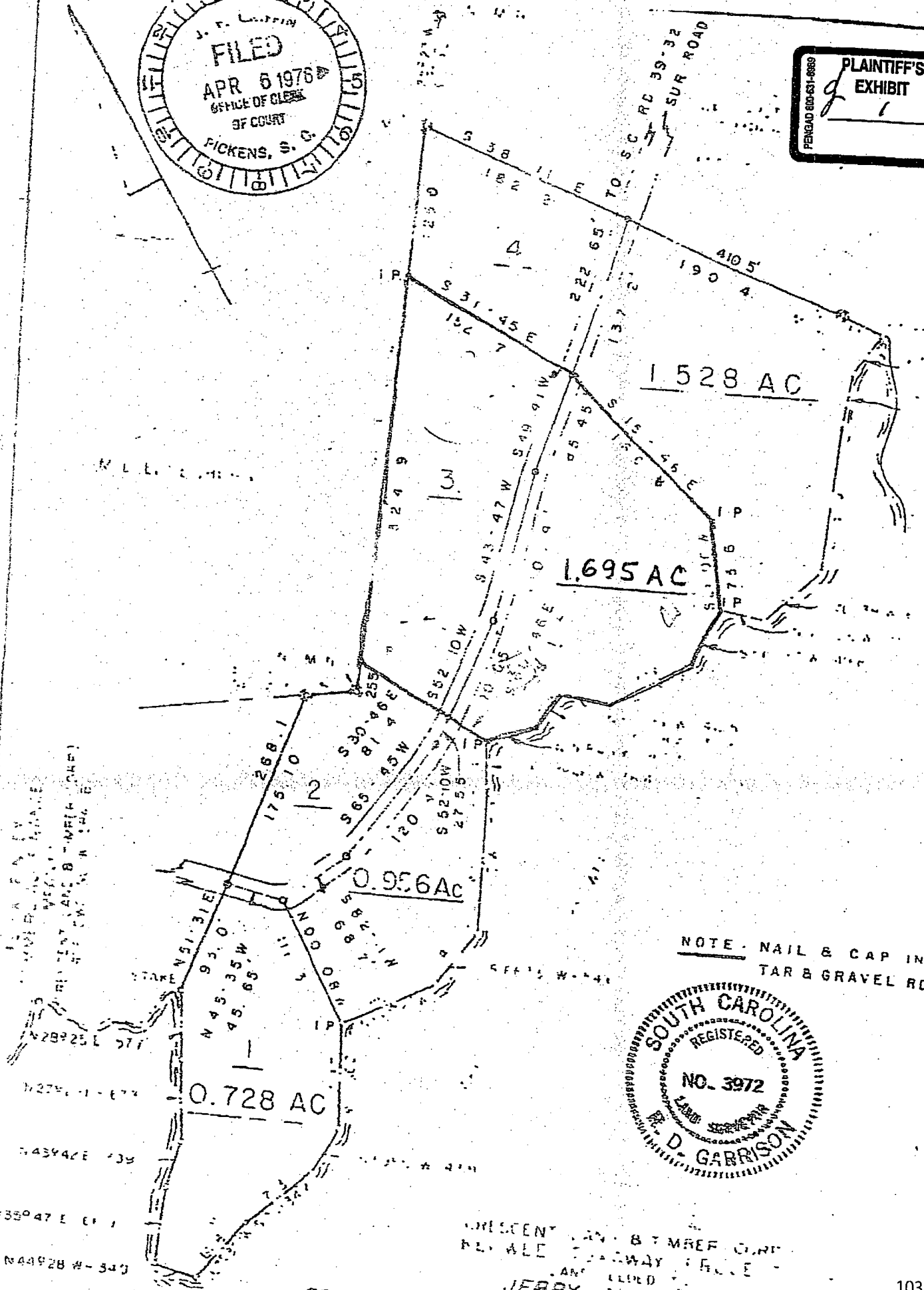
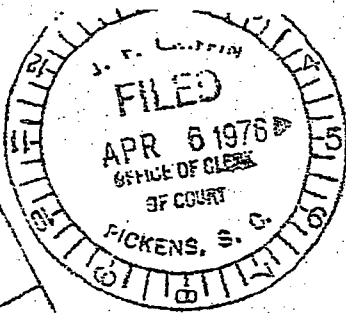
I, the undersigned Deborah Garrison,
Circuit Court Reporter for the 13th Judicial
Circuit, hereby certify that the foregoing is a
complete and accurate transcript of the hearing
held in the within action heard on December 2,
2015, before The Honorable Perry H. Gravely;

I further certify that I am neither kin nor
counsel to any of the parties and have no interest
in the outcome of this action.



Deborah Garrison

Greenville, South Carolina



NOTE - NAIL & CAP IN
TAR & GRAVEL RD



CRESTENT LAND & TIMBER CO.
RE: ALL EASEWAY, ETC.
AND LITIG.
JERRY A. MEEHAN
ATTORNEY AT LAW

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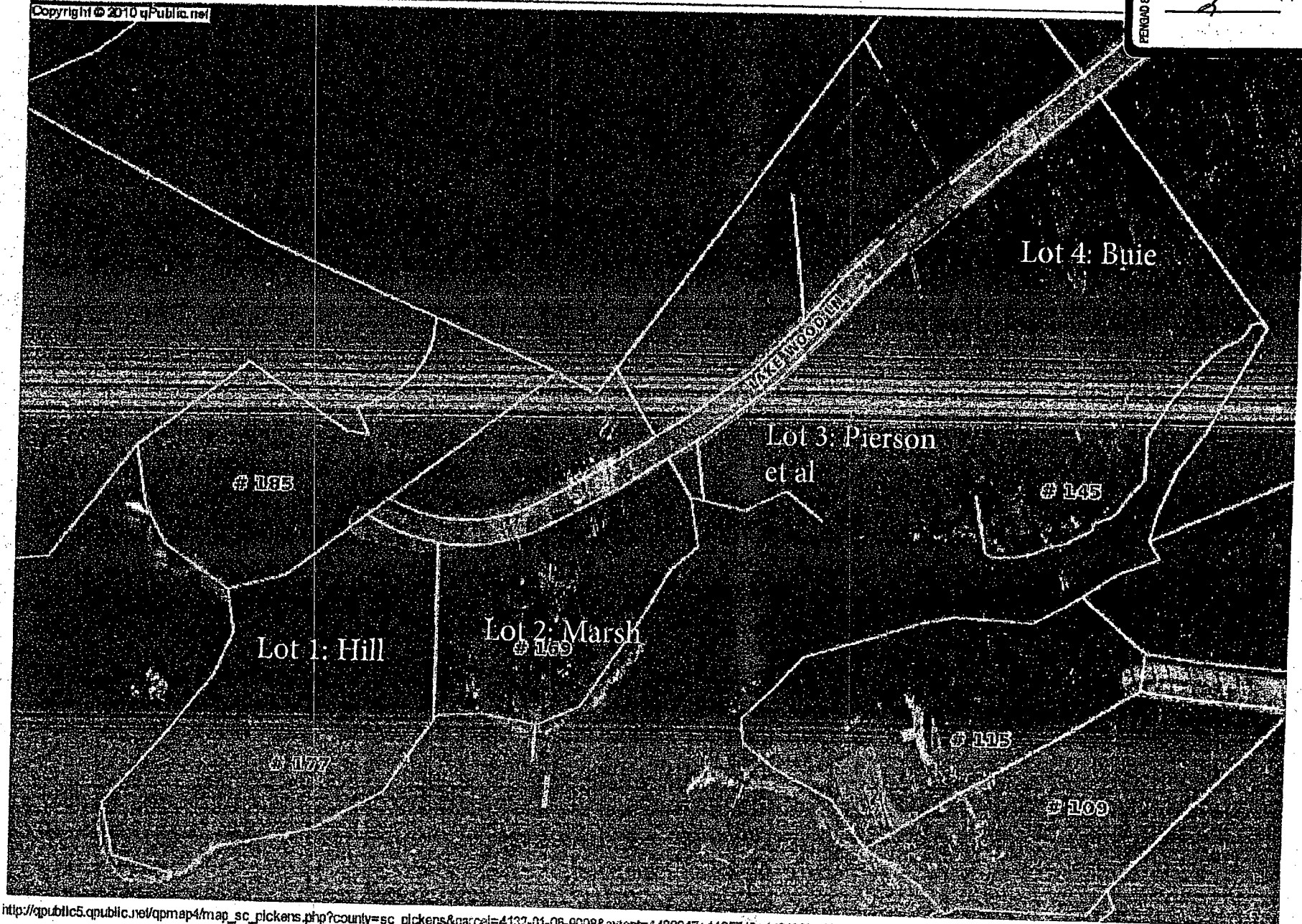
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PLAINTIFF'S
EXHIBIT
104



of South Carolina
COUNTY OF ANDERSON
PICKENS

TITLE TO REAL ESTATE

20 Mar 1980

KNOW ALL MEN BY THESE PRESENTS That I, D. C. Bryson

Bank 13-E Page 541

\$ 19.80
Consideration of the sum of Eighteen Thousand and 00/100 (18,000.00)-----
in the State aforesaid,
Dollars,
me in hand paid at and before the sealing of these presents by Paul E. and Vera H. Hill:

(the receipt whereof
is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto
Paul E. and Vera H. Hill, their Heirs and Assigns, forever:

All that certain piece, parcel or tract of land situate, lying and being in
County of Pickens, State of South Carolina, containing 0.728 acres, more or less,
and being more particularly shown and designated as Lot Number (1) one on a
plat prepared by R. D. Garrison, Registered L.S. Number 3972, dated April 2, 1976
and recorded in Office Of Clerk of Court for Pickens County, Plat book 19 at page 946
and having the courses and distances as upon said plat appear. BEING bounded on the
North by Betty Finley, on the East by a surfaced road and Lot "B" as shown on said
plat, and on the South and West by Lake Keowee.

This is the identical property conveyed unto grantor herein by deed of Jerry A.
Meehan dated April 2, 1976, and recorded in the Office of Clerk of Court for Pickens
County in deed book 13-A at page 832.

This property is subject to those restrictions as shown on the deed from Jerry
A. Meehan to D. C. Bryson which is a record in the Office of Clerk of Court in
Pickens County in deed book 13-A at page 832.

And also grantor conveys unto grantee the right of ingress and egress over and upon
a 20 foot right of way as shown in plat book 19 page 946. And also shown and described
in a deed to Commercial Finance Company dated May 10, 1973.



TOGETHER with all and Singular the Rights, Members, Inheritments and Appurtenances to the said premises belonging, or
in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said Paul E. and Vera
H. Hill, their Heirs and Assigns for
ever. And I do hereby bind myself and my Heirs, Executors and Administrators to
warrant and forever defend all and singular the said premises unto the said Paul E. and Vera H. Hill, their
Heirs and Assigns against me and my

Heirs and against every person whatsoever lawfully claiming or to claim the same or any part thereof.
Witness my hand and seal this 22nd day of March in the year
of our Lord One Thousand Nine Hundred and 77 in the One hundred and 201st Year of the Sovereignty
and Independence of the United States of America.
Signed, Sealed and Delivered in the Presence of

W. Richard McClellion } *D. C. Bryson* (Seal)
Notary Public for South Carolina }
(Seal)

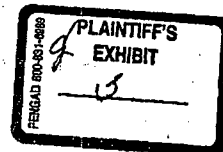
STATE OF SOUTH CAROLINA, } Personally appeared before me Dwayne Dean
COUNTY OF ANDERSON } and made oath that I saw the within named D. C. Bryson
in written deed, and that she, with W. Richard McClellion, did sign, seal and as his act and deed deliver the with-
in witnessed the execution thereof

Sworn to before me this 22nd day of March 1977
W. Richard McClellion }
Notary Public for South Carolina }

STATE OF SOUTH CAROLINA, } RENUNCIATION OF DOWER
COUNTY OF ANDERSON } I, W. Richard McClellion Notary Public for
South Carolina, do hereby certify unto all whom it may concern, that Mr. Evelyn C. Bryson
wife of the within named D. C. Bryson did this day appear before me, and upon being
privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of
any person or persons whatsoever, renounce, release and forever relinquish unto the within named grantees, their
Heirs and Assigns, all her interest in, estate, and also all her right and claim of Dower of, in or to all and singular the premises
within mentioned and released.

GIVEN under my hand and seal this 22nd
day of March 1977
W. Richard McClellion } *Evelyn C. Bryson*
Notary Public for South Carolina } (Seal)

State Tax stamps: \$ _____; Federal Tax stamps: \$ _____
Filed and recorded _____, 19 _____ M _____ C. C. C. P.



Hill
Lot
1

KNOW ALL MEN BY THESE PRESENTS That I, Jerry A. Meehan,---

in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, Dollars, (affidavit filed) to me in hand paid at and before the sealing of these presents by D. C. Bryson,---

(the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said D. C. Bryson, His Heirs and Assigns, Forever:

All that certain piece, parcel or lot of land situate, lying and being in the County of Pickens, State of South Carolina, containing 0.728 acres, more or less, and being more particularly shown and designated as Lot Number One (1) on a plat prepared by R. D. Garrison, Reg. L. S. #3972, dated April 2, 1976, and recorded in the Office of the Clerk of Court for Pickens County in Plat Book 19 at Page 946, and having the courses and distances as upon said plat appear. BEING bounded on the North by Felix Finley, on the East by a surfaced road and Lot "B" as shown on said plat, and on the South and West by Lake Keowee.

This is a portion of the property conveyed unto Grantor herein by deed of Willie R. McKinney, et al, dated December 30, 1975, and recorded in the Office of the Clerk of Court for Pickens County in Deed Book 12-Z at Page 947.

RESTRICTIONS:

1. Said lot shall be used for residential purposes only.
2. There shall not exist on said lot at any time more than one residence.
3. No one-story residence building shall be constructed on said lot with a fully enclosed first floor heated area of less than 900 square feet.
4. No tent or camper shall exist on any lot for longer than two consecutive weeks in any one year.
5. No trailer, tent, shack, barn, temporary building, outbuilding, shanty, or mobile home of any description shall be placed or erected on said lot of land.
6. No single-family residence shall be constructed on said lot of land of concrete or cinder block.
7. No old buildings for single-family use shall be moved onto said lot of land.

And for the consideration above set out, the Grantor grants to Grantee the right to use that certain road described in deed to Commercial Finance Company, dated May 10, 1973, as shown on map dated April 4, 1973, marked File No. K-584-B, attached to the above deed.



TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said D. C. Bryson, his Heirs and Assigns forever. And I, D. C. Bryson, his Heirs and Assigns, do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said D. C. Bryson, his Heirs and Assigns against me and my

Witness my hand and seal this 2nd day of April, in the year of our Lord One Thousand Nine Hundred and Seventy-Six, in the One Thousand and Two Hundredth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
 Dyanne Dean (Seal)
 Robbie Kephart (Seal)

STATE OF SOUTH CAROLINA
 COUNTY OF ANDERSON
 Personally appeared before me Robbie Kephart and made oath that s/he saw the within named Jerry A. Meehan sign, seal and as his act and deed deliver the within written deed, and that she, with Dyanne Dean, witnessed the execution thereof.

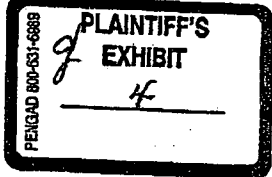
Shown to before me this 2nd day of April, A. D. 1976
 Dyanne Dean (Seal)
 Robbie Kephart (Seal)
 Com. Expires 10-17-84 Notary Public for South Carolina

STATE OF SOUTH CAROLINA
 COUNTY OF ANDERSON
 NO RENUNCIATION OF DOWER NECESSARY (GRANTOR UNMARRIED)
 I, Notary Public for

South Carolina, do hereby certify unto all whom it may concern, that Mrs. Dyanne Dean, wife of the within named Jerry A. Meehan, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this day of April, A. D. 1976
 Robbie Kephart (Seal)
 Notary Public for South Carolina

State Tax stamps: \$ Federal Tax stamps: \$
 Filed and recorded April 6, 1976 5 PM C.C.C.P.



KNOW ALL MEN BY THESE PRESENTS That I, Jerry A. Meehan,---
in the State aforesaid,
in consideration of the sum of Twelve Thousand and No/100 (\$12,000.00)----- Dollars,
to me in hand paid at and before the sealing of these presents by Charles A. Marsh and Carol P. Marsh,--
(the receipt whereof
is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto
the said Charles A. Marsh and Carol P. Marsh, Their Heirs and Assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being in Estatoe Township, County of Pickens, State of South Carolina, containing 0.956 acres, more or less, and being more particularly shown and designated as Lot Number Two (2) on a plat prepared by R. D. Garrison, Reg. L. S. #3972, dated April 2, 1976, and recorded in the Office of the Clerk of Court for Pickens County in Plat Book 19 at Page 946, and having the courses and distances, metes and bounds as upon said plat appear. BEING bounded on the North by lands now or formerly of M. L. Ellenburg and Felix Finley, on the East by Lot Number Three (3) as shown on said plat, on the South by Lake Keowee, and on the West by Lot Number One (1) as shown on said plat.

Marsh
Lot 2

This is a portion of the property conveyed unto Grantor herein by deed of Crescent Land & Timber Corporation, dated March 30, 1976, and recorded in the Office of the Clerk of Court for Pickens County in Deed Book 13-A at Page 831.

This property is conveyed subject to all recorded Restrictive and/or Protective Covenants and right-of-ways as shown in the aforesaid Clerk's Office.

And for the consideration above set out the Grantor grants to the Grantee the right to use the road described in deed to Commercial Finance dated May 10, 1973 as shown on map dated April 4, 1973 marked File No. K-584-B.

RESTRICTIONS:

1. Said lot shall be used for residential purposes only.
2. There shall not exist on said lot at any time more than one residence.
3. No one-story residence building shall be constructed on said lot with a full enclosed first floor heated area of less than 900 square feet.
4. No tent or camper shall exist on any lot for longer than two consecutive weeks in any one year.
5. No trailer, tent, shack, barn, temporary building, out building, shanty or mobile home of any description shall be placed or erected on said lot of land.
6. No single family residence shall be constructed on said lot of land of concrete or cinderblock.
7. No old buildings for single family use shall be moved onto said lot of land.

Grantees Address: 1831 Capri Drive, Charleston, SC 29407

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

WITNESS the grantor's(s)'s hand(s) and seal(s) this 4th day of November, 1977

SIGNED, sealed and delivered in the presence of:

[Signatures] (SEAL)
[Signatures] (SEAL)
[Signatures] (SEAL)
[Signatures] (SEAL)

STAT OF SOUTH CAROLINA }
COUNTY OF Anderson

PROBATE

grantor(s) sign, seal and as the grantor(s)'s act and deed, deliver the within written deed and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 4th day of November 1977

[Signature] (SEAL)
Notary Public for South Carolina

My commission expires _____

STATE OF SOUTH CAROLINA } NO RENUNCIATION OF DOWER NECESSARY (GRANTOR UNMARRIED)

COUNTY OF _____
I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee(s)'s heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all singular the premises within mentioned and released.

GIVEN under my hand and seal this _____ day of _____ 19____

Notary Public for South Carolina (SEAL)

My commission expires _____

RECORDED this _____ day of _____ 19____, at _____ M. No. _____

State Tax stamps: \$ _____ Federal Tax stamps: \$ _____

State Of South Carolina
COUNTY OF ANDERSON
PICKENS

TITLE TO REAL ESTATE

Co. Tax \$ 11.00

Book 13-A Page 822

KNOW ALL MEN BY THESE PRESENTS That I, Jerry A. Meehan

in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, in the State aforesaid, to me in hand paid at and before the sealing of these presents by James Monroe Hamilton, III, ---

(the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said James Monroe Hamilton, III, His Heirs and Assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being in the County of Pickens, State of South Carolina, and being more particularly shown and designated as Lot Number Three (3) on a plat prepared by R. D. Garrison, Reg. L. S. dated April 2, 1976, and recorded in the Office of the Clerk of Court for Pickens County in Plat Book 19 at Page 946, and having the following courses and distances: BEGINNING at a point at the Southwestern most corner of the lot herein conveyed, said point being situate in the center of a surfaced road, running thence N 30-46 W, 81.4 feet to an iron pin, running thence N 35-23 E, 475.4 feet to an iron pin, running thence S 31-45 E, 152.7 feet to a point on a surfaced road, running thence along said road, S 49-41 W, 85.45 feet to a point, running thence S 43-47 W, 130.9 feet to a point, running thence S 52-10 W, 90.05 feet to the point of beginning. BEING bounded on the Northeast by Lot Number Four (4) as shown on said plat, on the Southeast by a surfaced road, on the Southwest by Lot Number Two (2) as shown on said plat, and on the Northwest by lands now or formerly of M. L. Ellenburg.

This is a portion of the property conveyed unto Grantor herein by deed of Willie R. McKinney, et al, dated December 30, 1975, and recorded in the Office of the Clerk of Court for Pickens County in Deed Book 12-Z at Page 947.

RESTRICTIONS:

1. Said lot shall be used for residential purposes only.
2. There shall not exist on said lot at any time more than one residence.
3. No one-story residence building shall be constructed on said lot with a fully enclosed first floor heated area of less than 900 square feet.
4. No tent or camper shall exist on any lot for longer than two consecutive weeks in any 1 year.
5. No trailer, tent, shack, barn, temporary building, outbuilding, shanty, or mobile home of any description shall be placed or erected on said lot of land.
6. No single-family residence shall be constructed on said lot of land of concrete or cinder block.
7. No old buildings for single-family use shall be moved onto said lot of land.

And for the consideration above set out, the Grantor grants to Grantee the right to use that certain road described in deed to Commercial Financy Company, dated May 10, 1973, as shown on map dated April 4, 1973, marked File No. K-584-B, attached to the above deed.

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said James Monroe Hamilton, III, ever. And I do hereby bind myself and my Heirs and Assigns for Heirs, Executors and Administrators to the said James Monroe Hamilton, III, his Heirs and Assigns against me and my Heirs and Assigns every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal this 5th day of April in the year of our Lord One Thousand Nine Hundred and Seventy-Six, in the One Hundred and Twenty-Hundredth Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Robbie Kephart
[Signature]

[Signature] (Seal)
[Signature] (Seal)
[Signature] (Seal)

STATE OF SOUTH CAROLINA,
COUNTY OF ANDERSON

Personally appeared before me Robbie Kephart

in written deed, and that s he, with Dyanne Dean

and made oath that she saw the within named Jerry A. Meehan, seal and as his act and deed deliver the within witnessed the execution thereof.

Sworn to before me this 5th day of April A. D. 1976

Com. Expired 10-17-84 Notary Public for South Carolina

STATE OF SOUTH CAROLINA,
COUNTY OF ANDERSON

NO RENUNCIATION OF DOWER NECESSARY (GRANTOR NOT MARRIED)

South Carolina, do hereby certify unto all whom it may concern, that Mrs.

wife of the within named [Name], privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower of in and to the within mentioned and released.

Book 13-8 Page 217

THE STATE OF SOUTH CAROLINA.

County of PICKENS

WHEREAS, the deed of Jerry A. Neenan to James Monroe Hamilton, III, dated April 5, 1976, and recorded in the Office of the Clerk of Court for Pickens County, in Deed Book 13-B at Page 813, purported to convey the heretobelow described property to James Monroe Hamilton, III, and

WHEREAS, on said deed there was an error in the description of said property and,

WHEREAS, in order to correct any error and to assure title to the heretobelow described property to James Monroe Hamilton, III.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That I, Jerry A. Neenan

In the state aforesaid, in consideration of the sum of Five and No/100 (\$5.00) Dollars,-----

to me in hand paid at and before the writing of these presents

by James Monroe Hamilton, III,---

(The receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by

these presents do grant, bargain, sell and release unto the said James Monroe Hamilton, III, his Heirs and Assigns, forever:

All that certain place, parcel or lot of land situate, lying and being in the County of Pickens, State of South Carolina, containing 1.695 acres, more or less, and being more particularly shown and designated as Lot Number Three (3) on a plat prepared by M. L. Harrison, Reg. L. S. 23972, dated April 2, 1976, and recorded in the Office of the Clerk of Court for Pickens County in Plat Book 19 at Page 945, and having the courses and distances as upon said plat appear. BEING bounded on the Northeast by Lot Number Four (4) and a surfaced road, on the Southeast by Lot Number Four and Lake Keowee, on the Southwest by Lake Keowee and Lot Number Two (2) as shown on said plat, and on the Northwest by lands now or formerly of M. L. Ellendburg.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said

James Monroe Hamilton, III, his

Heirs and Assigns forever

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said

James Monroe Hamilton, III, his

Heirs and Assigns, Against me and my Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal, this 3rd day of May in the year of our Lord one thousand nine hundred and seventy-six in the one thousand two hundredth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of
James Monroe Hamilton, III (L. S.)
James Monroe Hamilton, III (L. S.)
James Monroe Hamilton, III (L. S.)

THE STATE OF SOUTH CAROLINA.
 ADOPTED

PERSONALLY appeared before me, *Robbie Kephart* and made oath that he saw the above named *Jerry A. Neenan*.

Sign, seal and so *Robbie Kephart* and deed, deliver the within written deed for the uses and purposes therein mentioned, and that *Robbie Kephart* he with *Robbie Kephart* witnessed the execution thereof.

Given to before me this 3rd day of May A. D. 1976.

Robbie Kephart (L. S.)
 Notary Public for South Carolina
 My Commission Expires: 10-17-84
 THE STATE OF SOUTH CAROLINA.

County

No RENUNCIATION OF DOWRY REQUIRED (DRAWER IS UNMARRIED)

I, *James Monroe Hamilton, III*, do hereby certify unto all whom it may concern that *James Monroe Hamilton, III* the wife of the within named *James Monroe Hamilton, III* did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, threat, or fear of any person or persons whomsoever, renounce, release, and forever relinquish, unto the within named *James Monroe Hamilton, III*.

Notary and Assigns, all her interest and estate, and thus all her right and claim of Dower of, in or to, all and singular the Premises within mentioned and released.

Given under my hand and seal, this *3rd* day of *May* A. D. 1976.

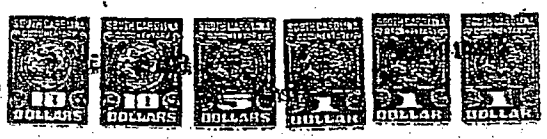
Robbie Kephart (L. S.)
 Notary Public for South Carolina

in the State aforesaid,
in consideration of the sum of Fourteen Thousand and No/100 (\$14,000.00)----- Dollars,
to me in hand paid at and before the sealing of these presents by Don Samuel Spalding,-----
(the receipt whereof
is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto
THE SAID Don Samuel Spalding, His Heirs and Assigns, forever:

All that certain piece, parcel or tract of land situate, lying and being in the
County of Pickens, Estate Township, State of South Carolina, and containing 1.695
acres, more or less, and being more particularly shown and designated as Lot Number
Three (3) on a plat prepared by R. D. Garrison, Reg. L. S., #3972, dated April 2,
1976, and recorded in the Office of the Clerk of Court for Pickens County in Plat
Book 19 at Page 946, and having the courses and distances, acres and bounds as upon
said plat appear. BEING bounded on the Northeast by Lot Number Four (4) as shown
on said plat, on the Southeast by Lot Number Four (4) as shown on said plat, on
the South by Lake Keowee, on the Southwest by Lot Number Two (2) as shown on said
plat, and on the Northwest by lands now or formerly of H. L. Ellenburg.

This is the identical property conveyed unto Grantors herein by deed of Jerry
A. Mashan, dated May 3, 1976, and recorded in the Office of the Clerk of
Court for Pickens County in Deed Book 13-B at Page 217.

This conveyance is made subject to all recorded encumbrances and
rights-of-ways.



Don Samuel Spalding
2063 Ascot Drive - Number 116
Moraga, Calif. 94556

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

WITNESS the grantor(s)' hand(s) and seal(s) this 30th day of 1977
SIGNED, sealed and delivered in the presence of:
James Monroe Hamilton III (SEAL)
Don Samuel Spalding (SEAL)
Don Samuel Spalding (SEAL)

STATE OF SOUTH CAROLINA }
COUNTY OF }
Personally appeared the undersigned witness and made oath that (s/he) saw the within named
grantor(s) sign, seal and as the grantor(s)' act and deed, deliver the within written deed and that (s/he) with (the other witnesses subscribed
above, witnessed the execution thereof.
SWORN to before me this 30th day of 1977
W. B. McCall (SEAL)
Notary Public for South Carolina
My commission expires 10-26-81

STATE OF SOUTH CAROLINA }
COUNTY OF }
I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the
undersigned wife (wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and
separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, threat or fear of any person
whomsoever, execute, release and forever relinquish unto the grantor(s) and the grantor(s)' heirs or successors and assigns, all her
interest and estate, and all her right and claim of dower of, in and to all singular the premises within mentioned and released.
GIVEN under my hand and seal this
30th day of August 1977
W. B. McCall (SEAL)
Notary Public for South Carolina
My commission expires 10-26-81

RECORDED this _____ day of _____, 19____, at _____ M., No. _____
State Tax stamps: \$ _____; Federal Tax stamps: \$ _____

After Recording Mail to:
Guest and Brady, LLC
900 E. North Street, Suite 210
Greenville, SC 29601

State of South Carolina)

County of Pickens)

TITLE TO REAL ESTATE

Know All Men By These Presents, that Don S. Spalding as Trustee of the Don S. Spalding Trust under trust agreement dated July 22, 2004 or any successor trustee (hereinafter "Grantor(s)") in the State aforesaid, for and in consideration of One Hundred Thousand Dollars and No Cents (\$100,000.00), to the Grantor(s) herein paid at and before the sealing of these presents by Grantee(s) in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and released, unto the said ABC Care, Inc. (hereinafter "Grantee(s)") his/her/their/its heirs and assigns forever, all my right, title and interest in and to the following described property, to-wit:

ALL that certain piece, parcel or lot of land situate lying and being in the County of Pickens, State of South Carolina containing .066 acres, more or less, and being more particularly shown and designated as Lot No. 3A on a plat prepared by Golden Corner Surveying, Inc. and recorded in the ROD Office for Pickens County on evendate herewith, reference to said plat being craved for a more complete description by metes and bounds.

THIS property is a portion of the property conveyed to Grantor by deed of Don Samuel Spalding as recorded in the ROD Office for Pickens County on August 2, 2004 in Deed Book 635, page 152.

TMS No.: P10 4132-01-06-8130

Property Address: Lot 3 Lake Wood Lane, Sunset, SC 29685

Grantee's Address: 506 Old Shallowford Bridge Rd, Sunset SC 29685

Together With all and singular the rights, members, hereditaments and appurtenances to said premises or in any wise incident or appertaining;

To Have And To Hold all and singular the premises mentioned unto the grantee(s), and grantee's(s) heirs or successors and assigns, forever.

And The Grantor(s), do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming the same or any part thereof.

WITNESS the Grantor(s) hand(s) and seal(s) this 20th day of September, 2013.

SIGNED, sealed and delivered
in the presence of:

Sarah Miller
Witness

[Signature]
Witness

Don S. Spalding as Trustee of the Don S. Spalding Trust
under
trust agreement dated July 22, 2004 or any successor
trustee

[Signature]
By Don S. Spalding, Trustee

State of California

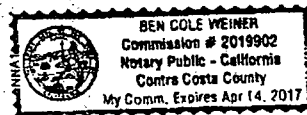
County of Contra Costa

ACKNOWLEDGEMENT

I, Ben Cole Weiner, a notary public for California, do hereby certify that the within named Grantor(s)
did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal
this 20th day of September, 2013.

[Signature]
Notary Public for California
My Commission Expires: April 14, 2017

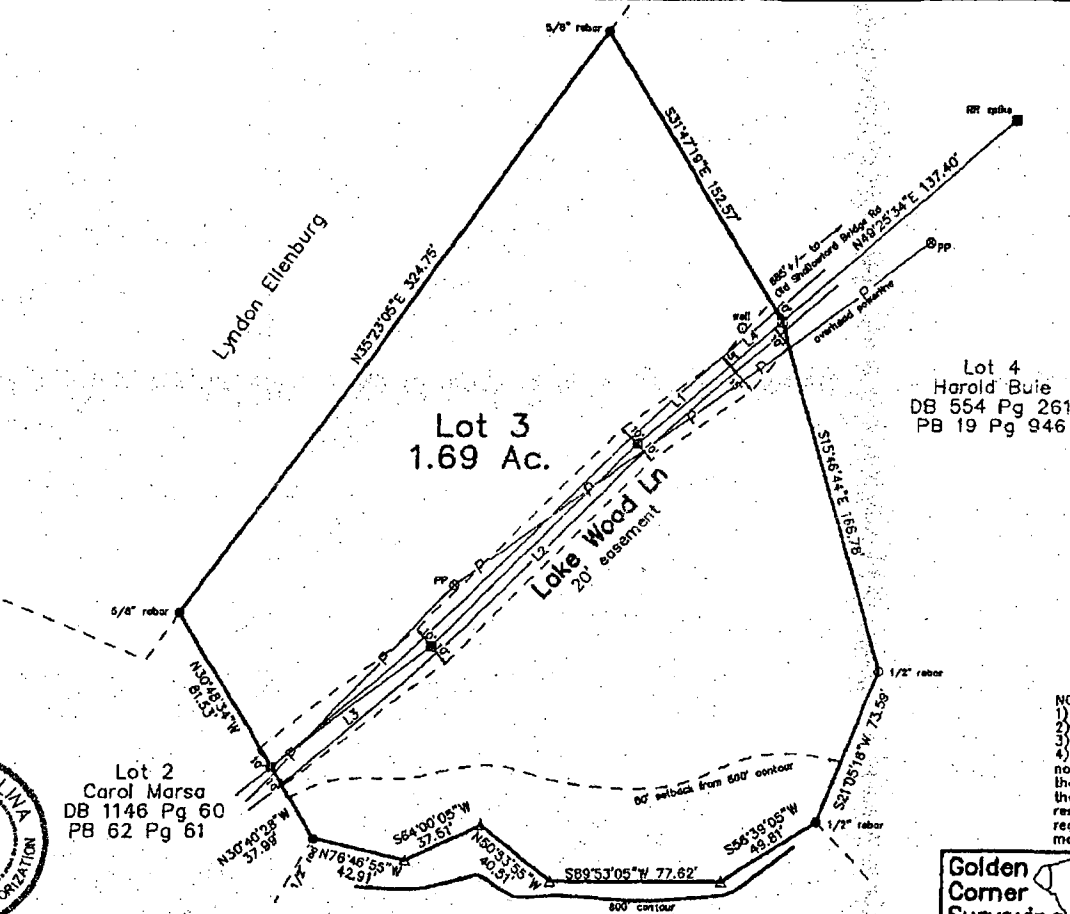


Defendants' Undivided Lot 3



"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; and there are no visible encroachments or projections other than shown."

Gary L. Eades PLS#19013



LINE	BEARING	DISTANCE
L1	N48°37'14"E	55.00'
L2	N44°20'54"E	130.53'
L3	N52°12'49"E	80.26'
L4	N48°37'14"E	30.42'

EXEMPTION FROM REVIEW PROCESS
This plot is a RESURVEY of an existing lot of record with no changes to existing lot lines.

Gary L. Eades
PLS# 19013

Anthony 10/3/13

NOTES:
1) TMS# 4132-01-06-8130
2) Ref. Deed DB 835 Pg 152
3) Ref. Plat PB 19 Pg 946
4) Except as specifically stated or shown on this plot, this survey does not purport to reflect any of the following which may be applicable to the subject property: flood zones; easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

Golden Corner Surveying Inc.
213 North Pine St.
Seneca SC 29678
864-R88-8702

Legend
(old) (New)
● ○ Iron Pin
■ □ Nail
▲ Computed Pt.

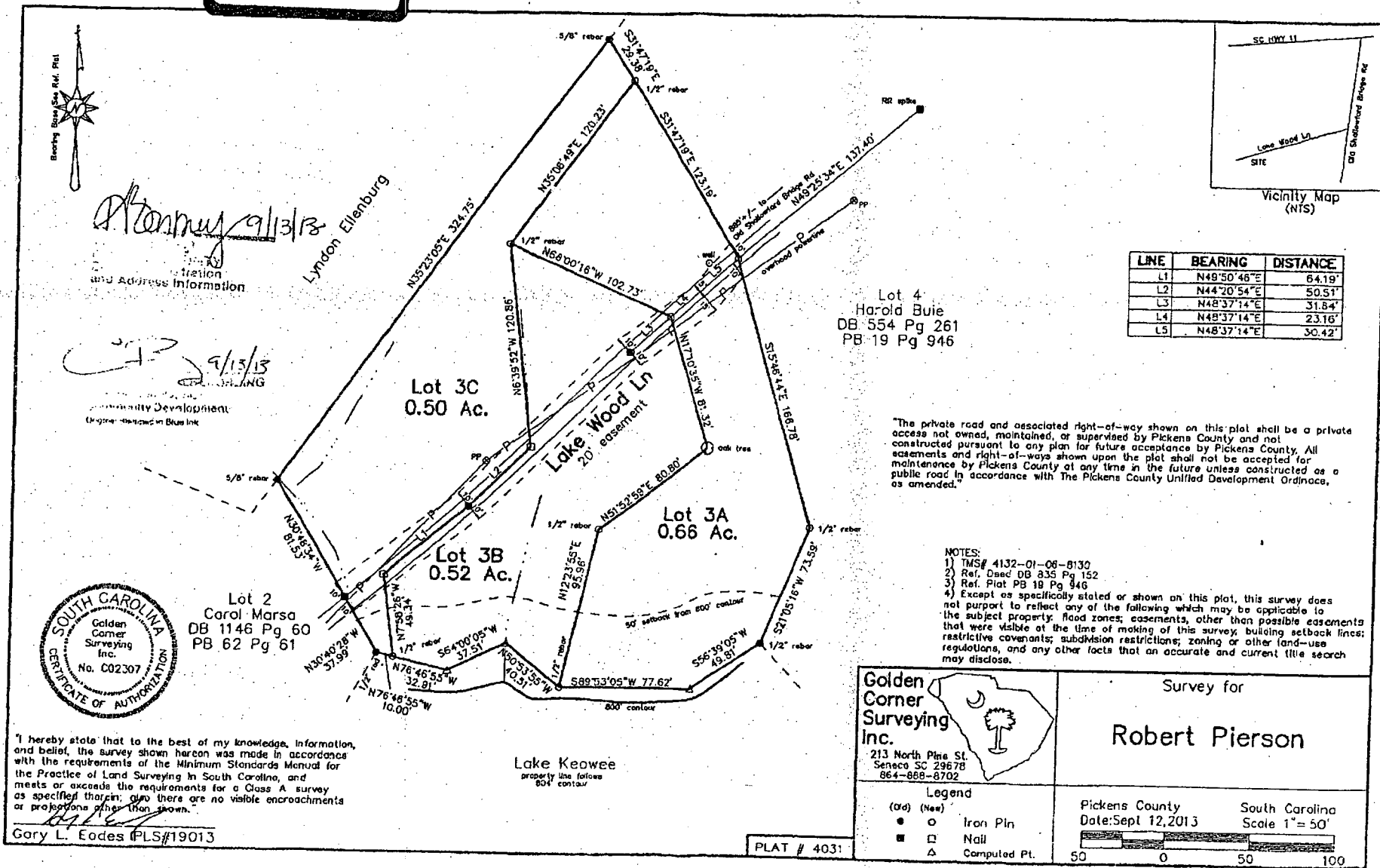
Survey for
Robert Pierson

Pickens County South Carolina
Date: Sept 3, 2013 Scale 1" = 50'
50 0 50 100

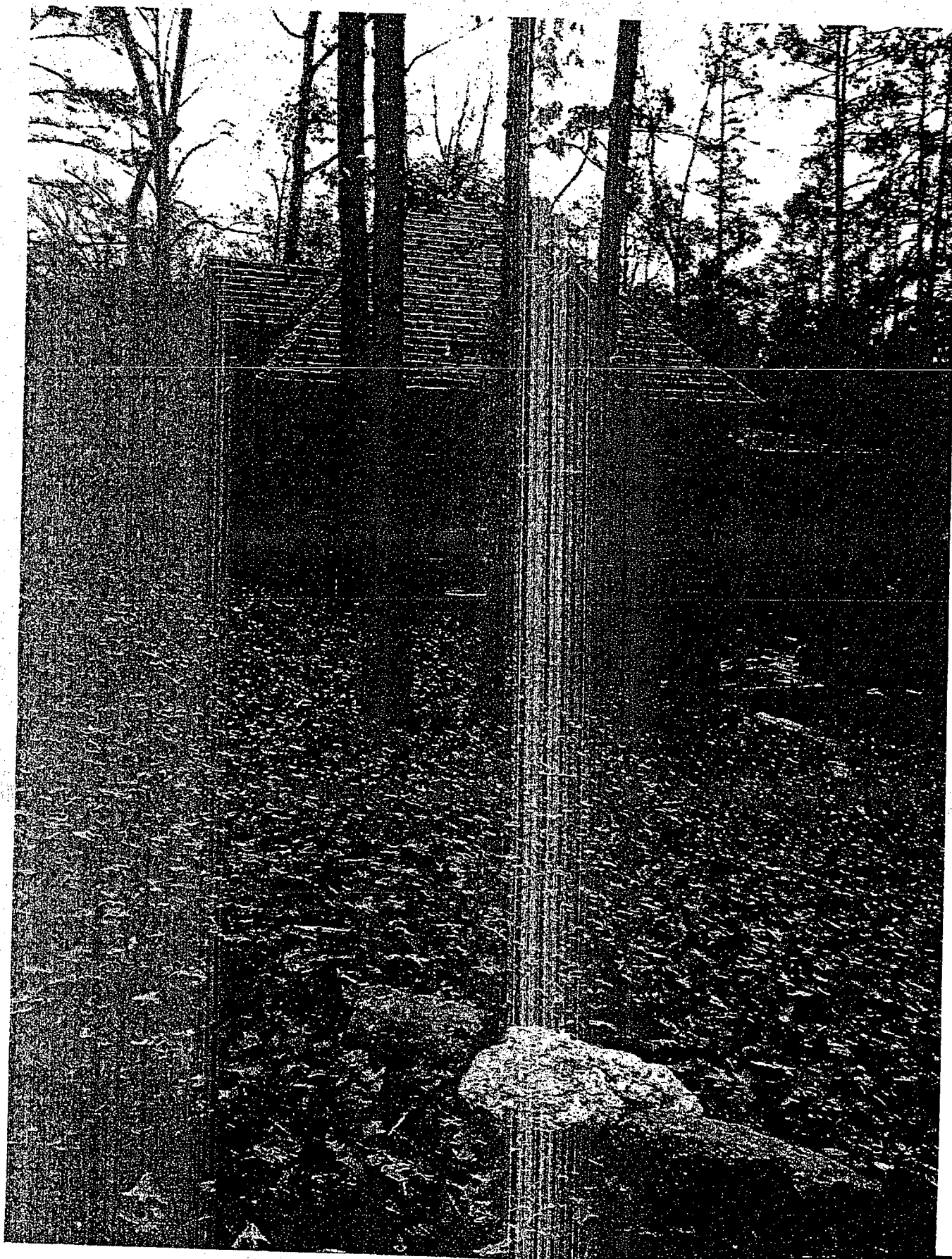
PLAT # 4023

PLAINTIFF'S
EXHIBIT
8

Defendant's Subdivided Lot 3



Inst # 201316790 DocType: PLAT/LARGE Page 1 of 1 BK: 599 Pg: 154 10/03/2013 at 12:26:06 PM, Fee: \$10.00 PAUL MCQUEEN REGISTER OF DEEDS PICKENS COUNTY, SC



STATE OF SOUTH CAROLINA)

PICKENS)
COUNTY OF OCONEE)

Quitclaim Deed

KNOW ALL MEN BY THESE PRESENTS, that Don S. Spalding as Trustee of the Don S. Spalding Trust under trust agreement dated July 22, 2004 or any successor trustee (hereinafter "Grantor(s)") in consideration of One Dollar and 00/100 (\$1.00) Dollar and no other consideration the receipt of which is hereby acknowledged, has granted, bargained, sold and released unto Lake Wood Lane Properties, LLC (hereinafter "Grantee(s)") his/her/their/it's successors and assignees forever, to-wit:

See Legal Exhibit "A" Attached

TMS #6-05-00-216-00 P/O 4132-01-06-8130

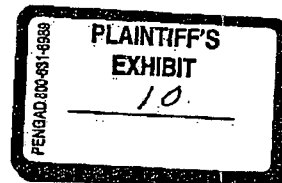
Property Address: Lots 3B and 3C Lake Wood Lane

Grantors Address: *St. Old Shallowford Bridge Rd. Sumter SC. 29685*

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to said premises or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises mentioned unto the grantee(s), and grantee's(s) heirs or successors and assigns, forever.

AND, THE GRANTOR(S) do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming the same or any part thereof.



WITNESS the Grantor(s) hand(s) and seal(s) this 20th day of September, 2013.

SIGNED, sealed and delivered
In the presence of:

[Signature]
Witness Thomas C. [Signature]

[Signature]
Witness Sarah Miller

Don S. Spalding as Trustee of the Don S. Spalding Trust
under
trust agreement dated July 22, 2004 or any successor
trustee

[Signature]
By Don S. Spalding, Trustee

State of California
County of Contra Costa

ACKNOWLEDGEMENT

I, Ben Cole Weiner, a notary public for California, do hereby certify that the within named Grantor(s)
did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal
this 20th day of September, 2013.

[Signature]
Notary Public for California
My Commission Expires: Apr. 14, 2017

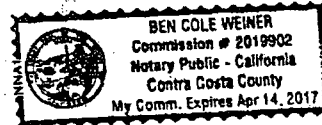
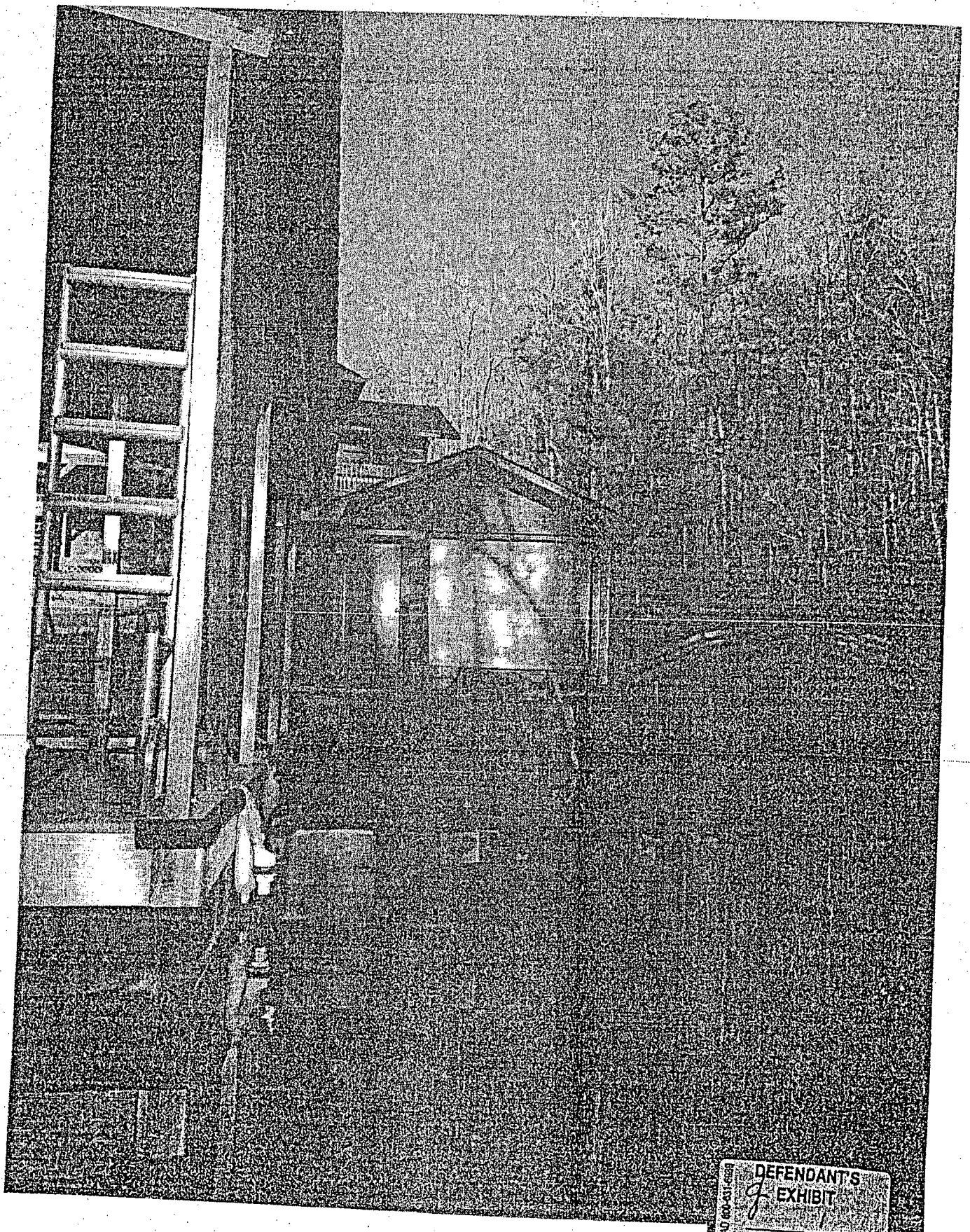


EXHIBIT "A"
LEGAL DESCRIPTION

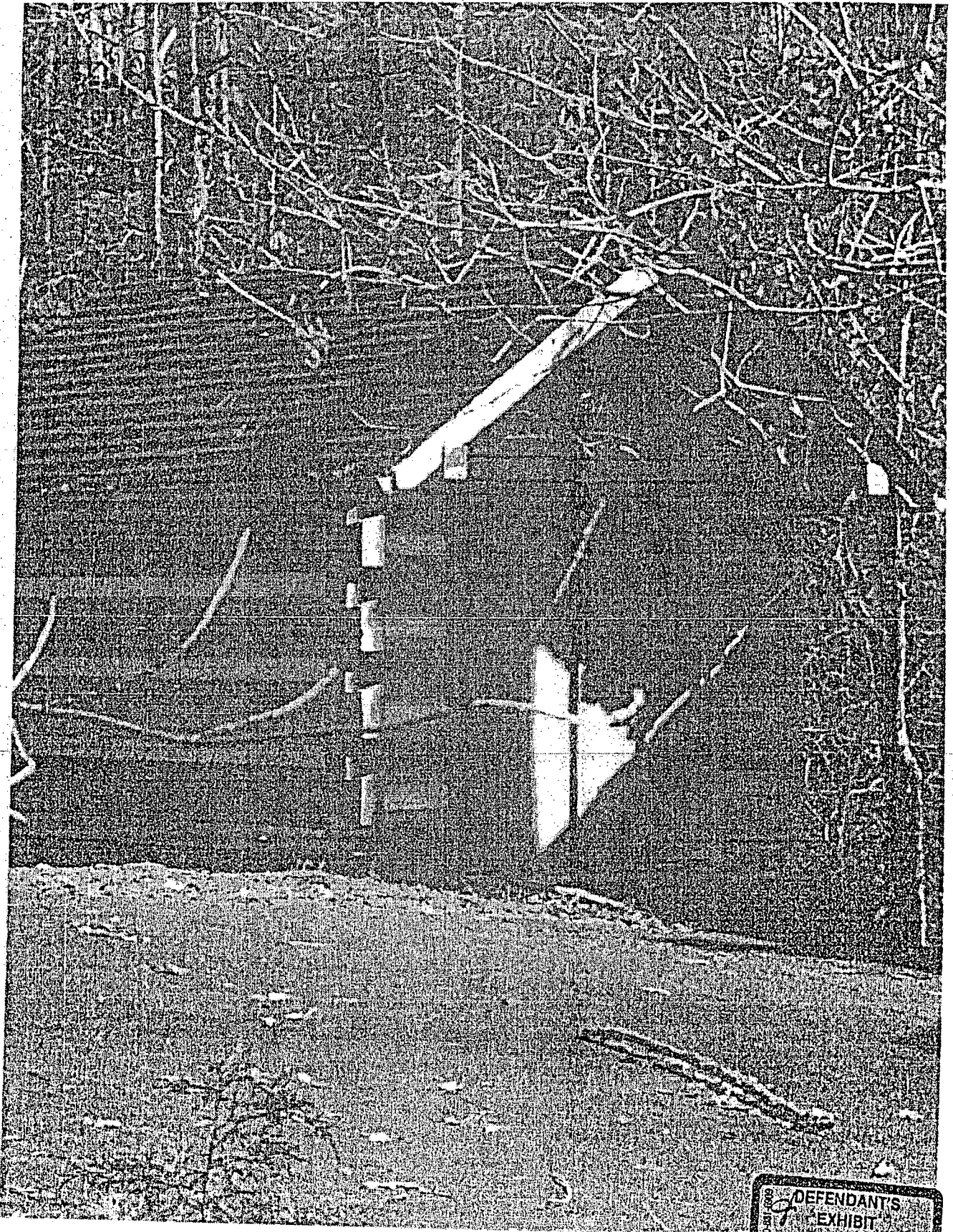
File No.: 2013-1134

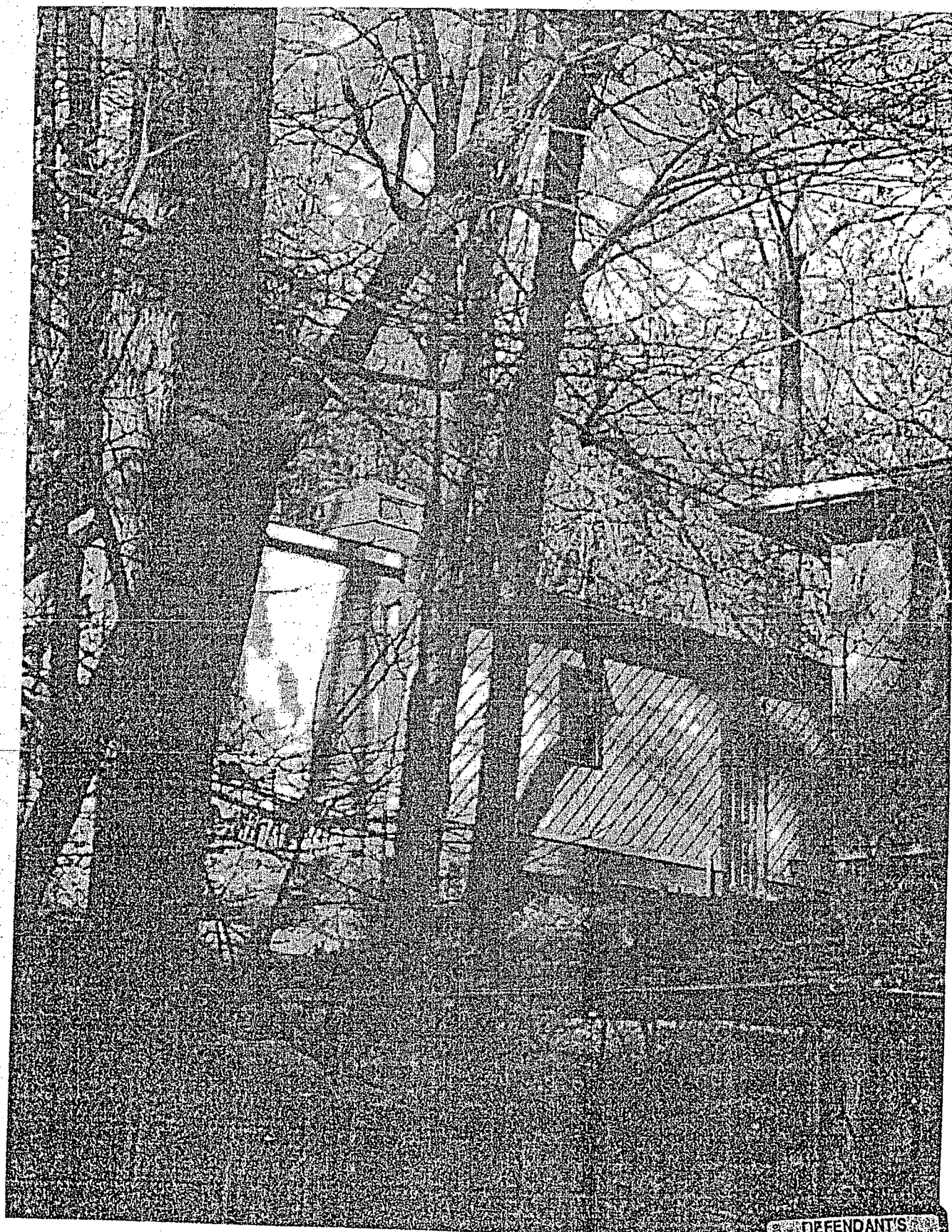
ALL that certain piece, parcel or lot of land situate lying and being in the County of Pickens, State of South Carolina and being more particularly shown and designated as Lot No. 3B and 3C on a plat prepared by Golden Corner Surveying, Inc. and recorded in the ROD Office for Pickens County on evendate herewith, reference to said plat being craved for a more complete description by metes and bounds.

THIS property is a portion of the property conveyed to Grantor by deed of Don Samuel Spalding as recorded in the ROD Office for Pickens County on August 2, 2004 in Deed Book 835, page 152.

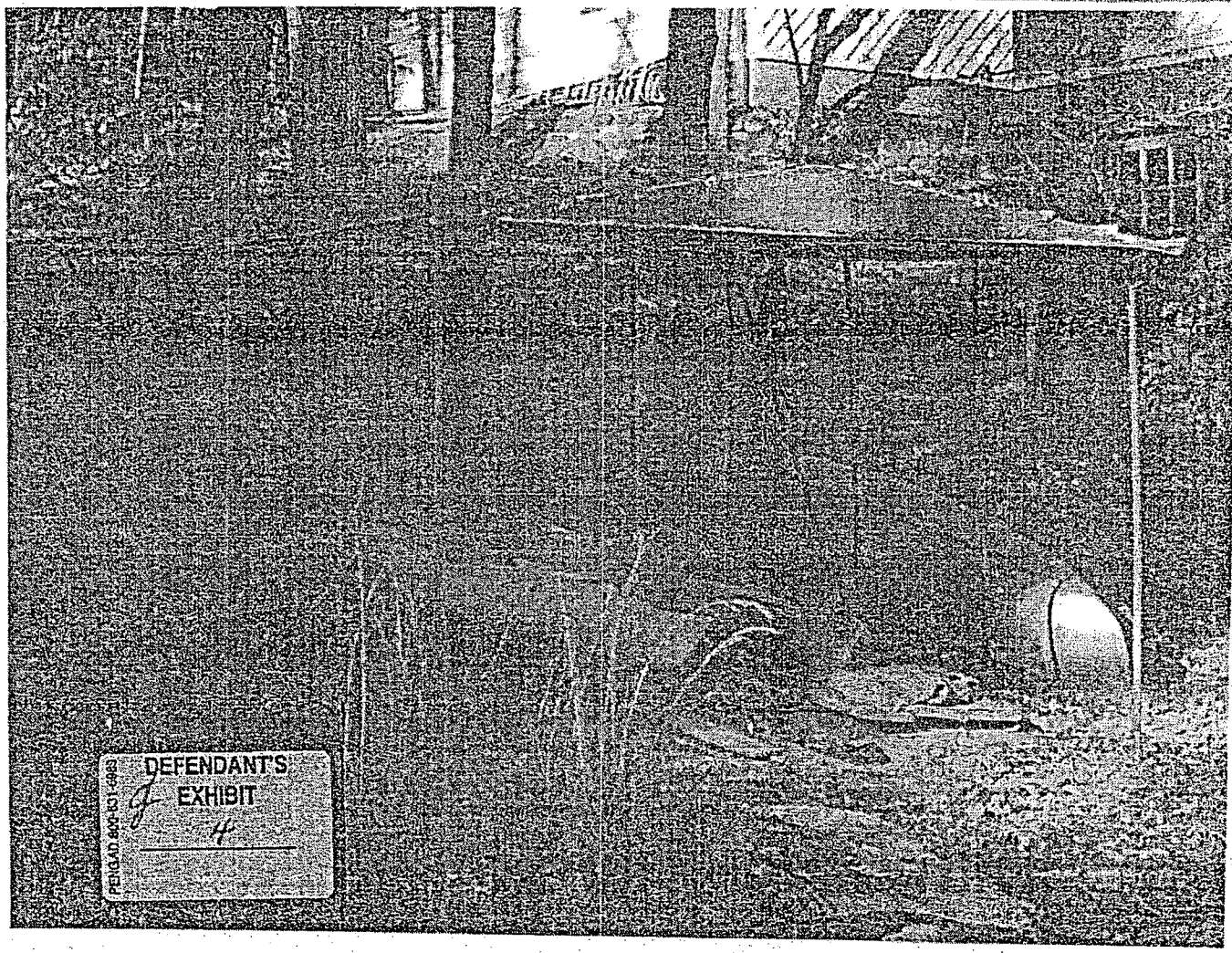


DEFENDANT'S
EXHIBIT
7
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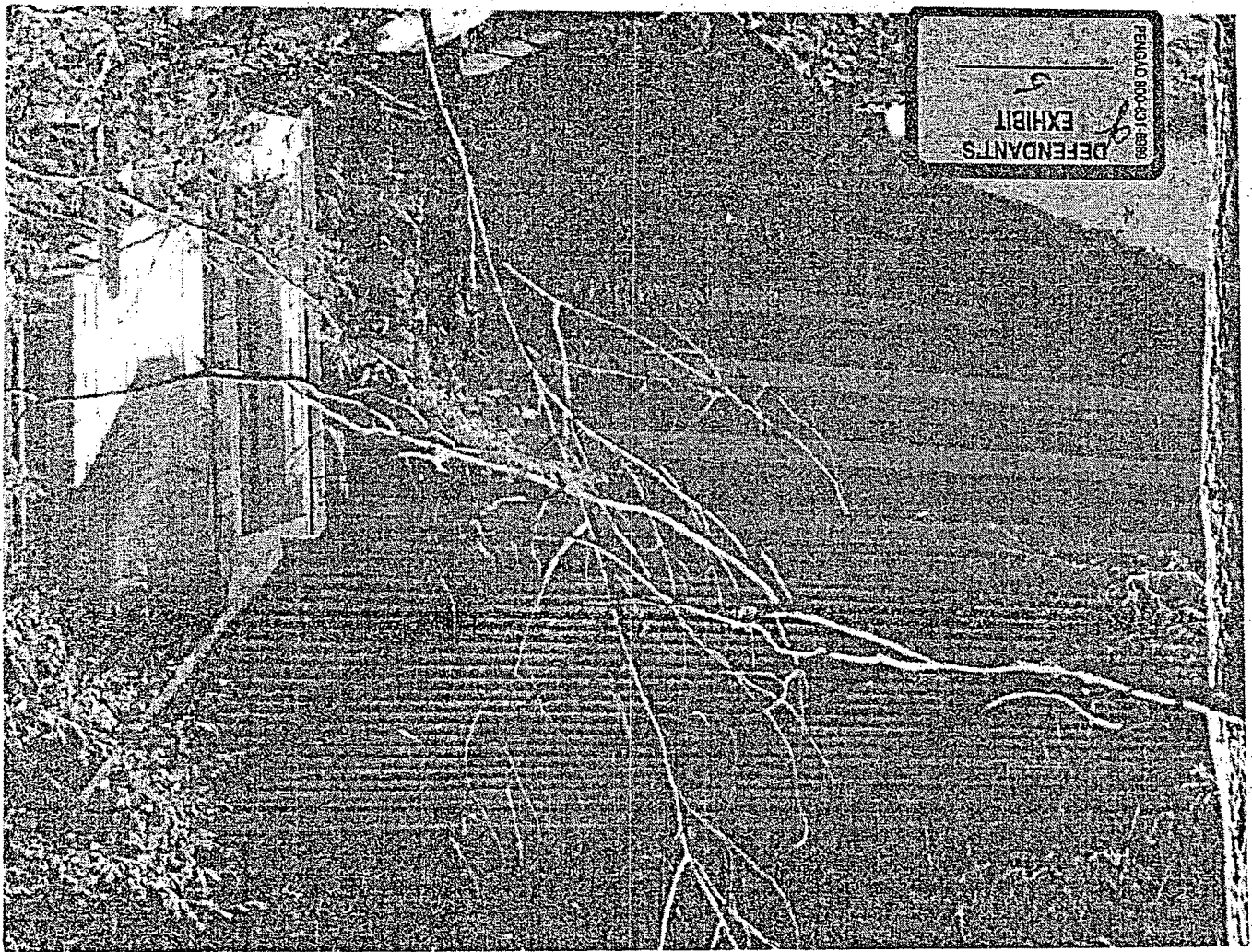


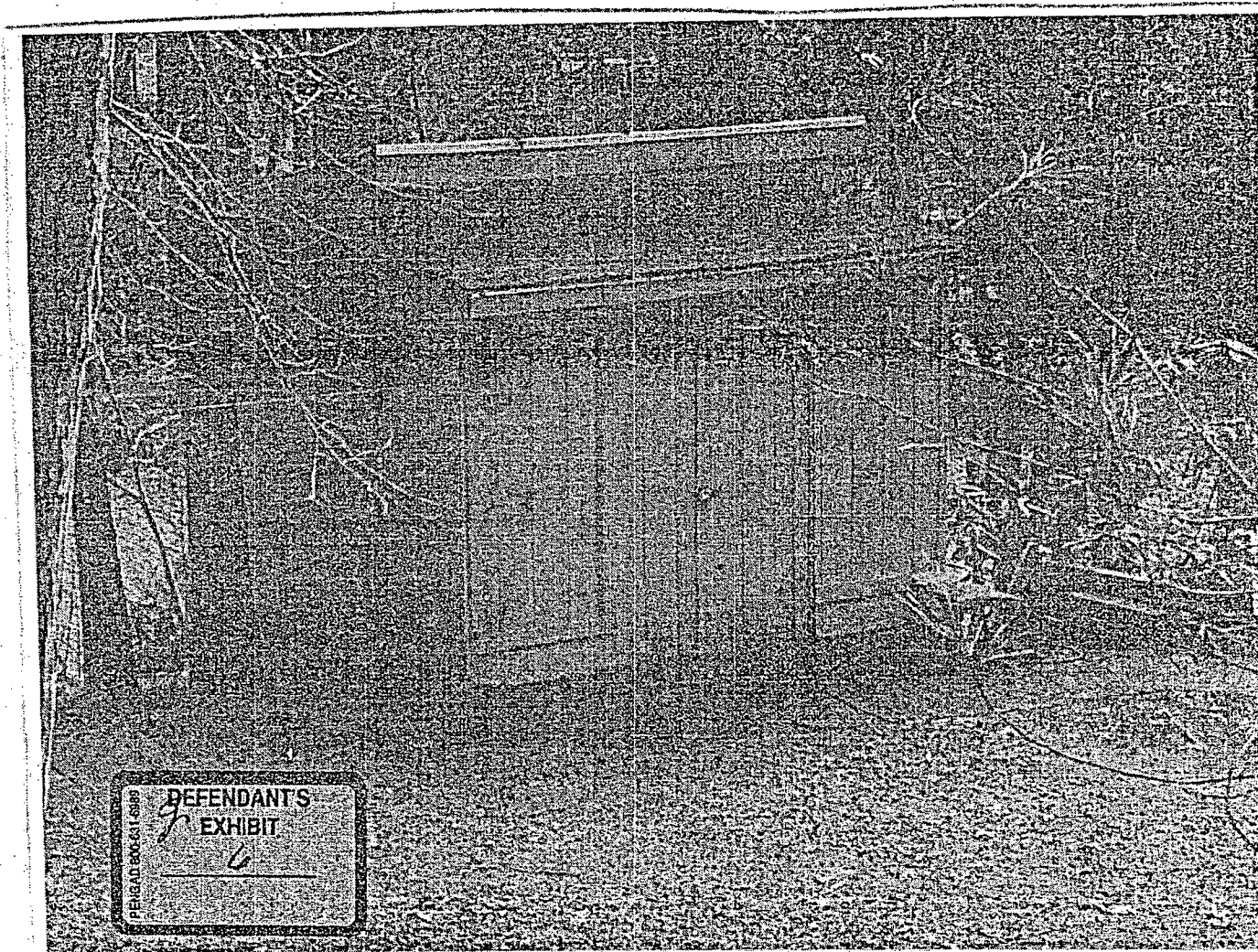


DEFENDANT'S
EXHIBIT
172

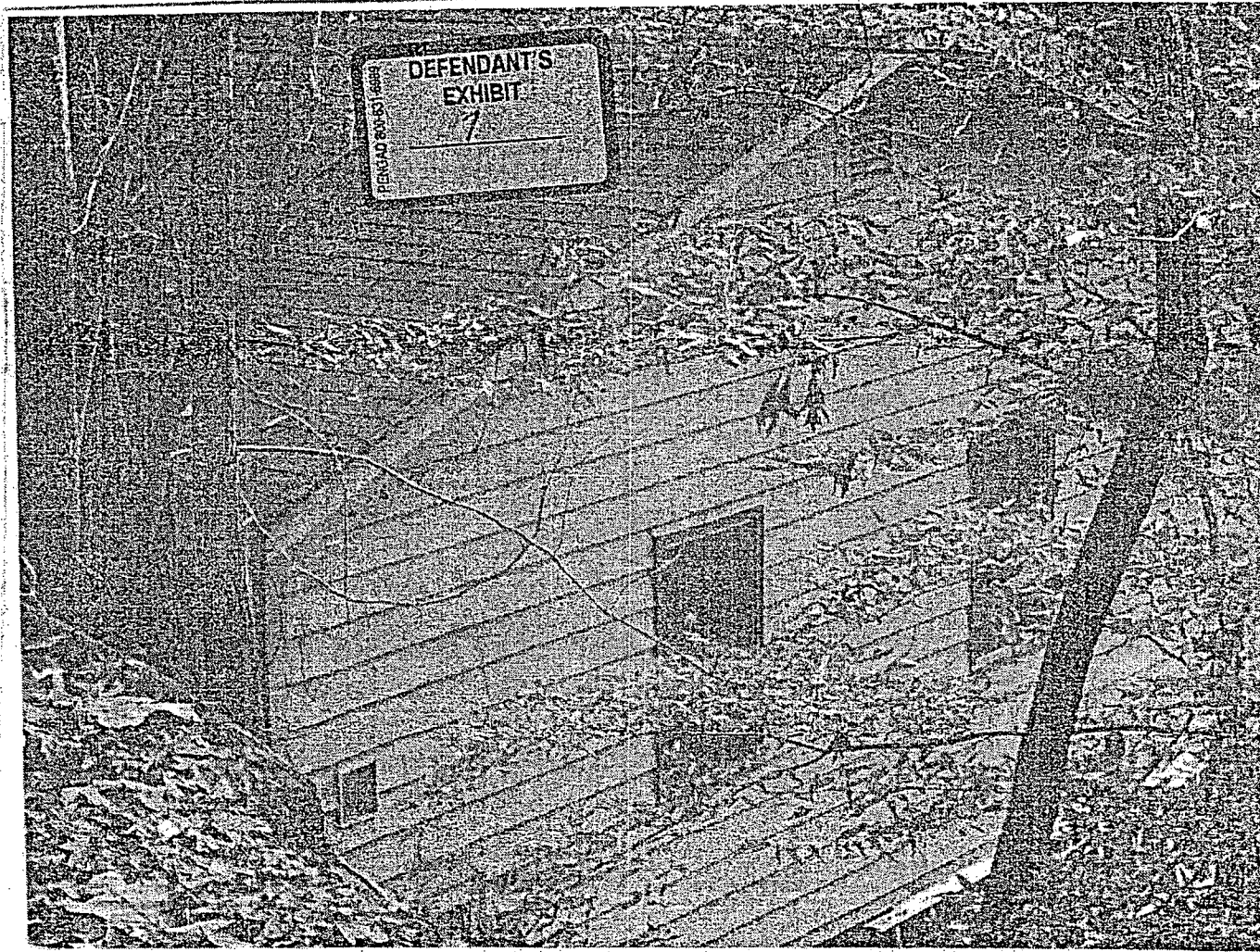


PEI 10410 800-101-1003
DEFENDANT'S
EXHIBIT
4

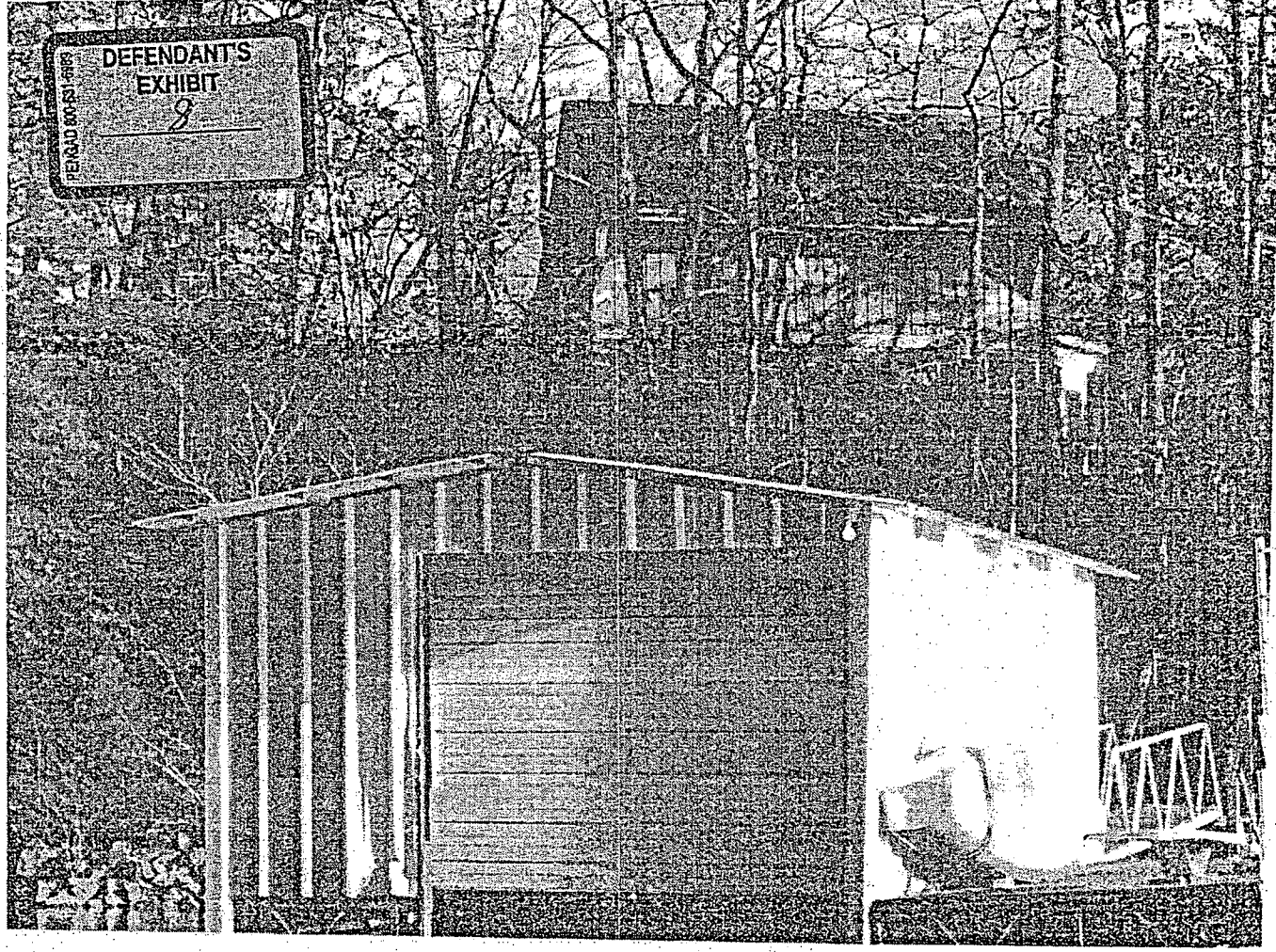




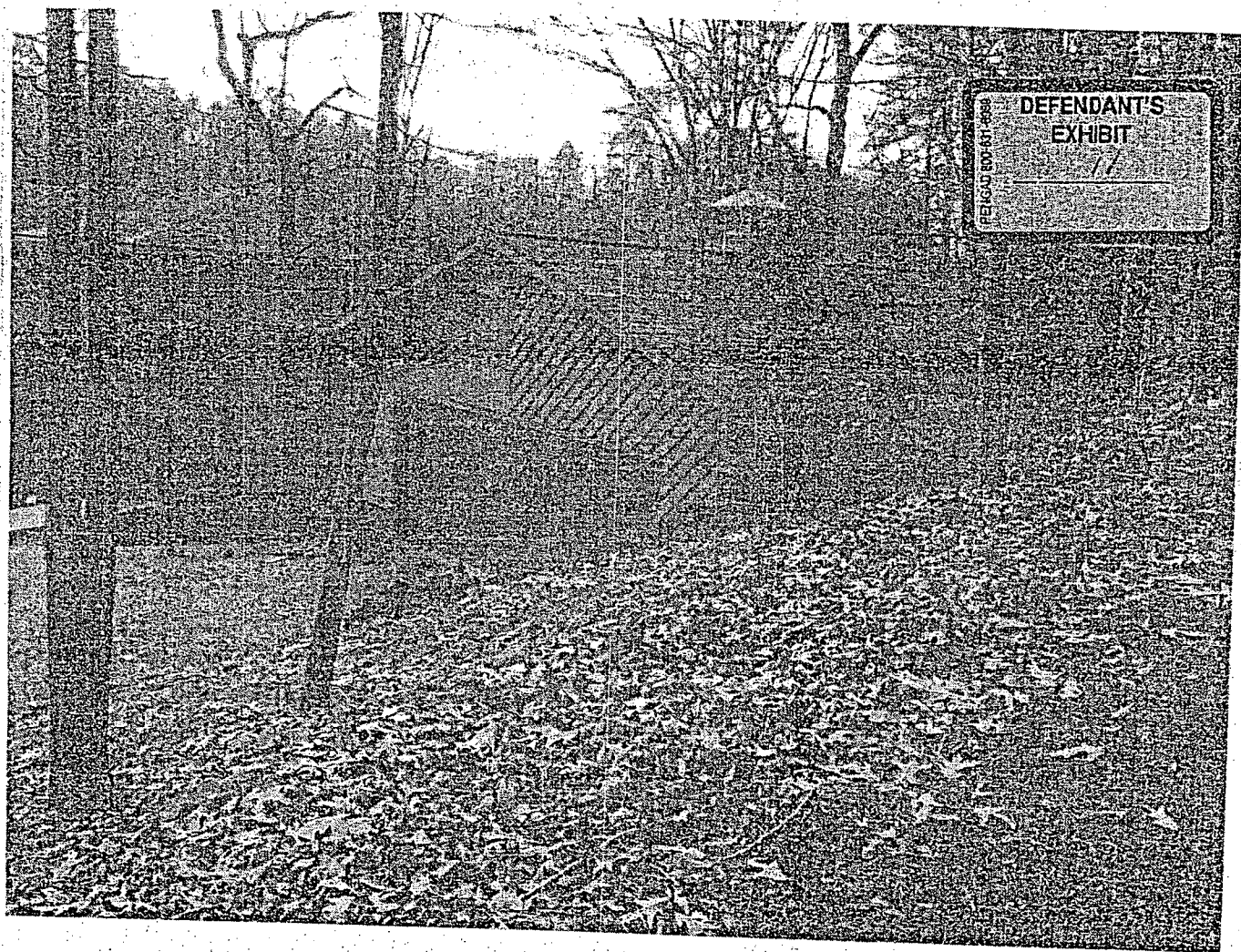
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DEFENDANT'S
EXHIBIT
6

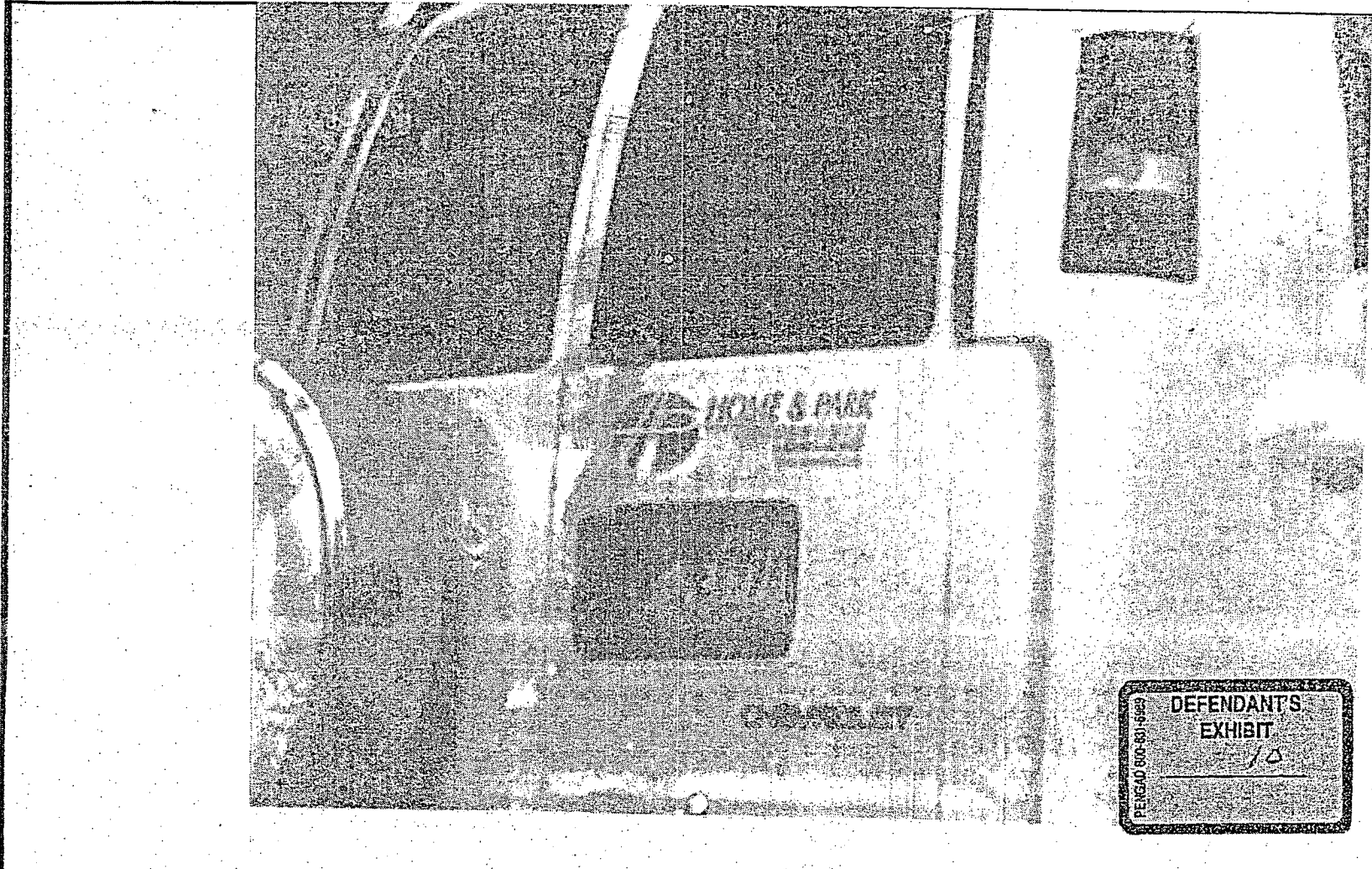


DEFENDANT'S
EXHIBIT
7









STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF PICKENS) THIRTEENTH JUDICIAL CIRCUIT
2015 DEC 10) C.A. NO.: 2013-CP-39-1414

Carol P. Marsh, Harold S. Buie and)
Agnes K. Buie,)
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

Plaintiffs,)

v.)

Robert Pierson, ABC Care, Inc.,)
and Lake Wood Lane Properties, Inc.)

Defendants/)
Third Party Plaintiffs)

v.)

Paul E. Hill and Vera H. Hill,)

Third Party Defendants,)

POST TRIAL BRIEF OF DEFENDANT

There is no reported case in South Carolina where the restrictive covenant prohibiting more than one home on a lot was interpreted as also prohibiting that a lot could not be subdivided. To the contrary, South Carolina has always held that, "a restriction on the use of property must be created in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property" Buffington v. T.O.E. Enterprises, 383 S.C. 388, 392; 680 S.C. 2nd 289, 291 (209), citing Hardy v. Aiken, 369 S.C. 160, 166; 631 S.C. 2nd 539, 542 (2006). South Carolina's approach has logical and necessary implications for both purchasers and attorneys in order that they may rely completely upon the language, or the lack thereof, contained within any types of restrictive covenants without need of worrying whether a prohibition will be implied.

"The Court may not limit a restriction in a deed, nor, on the other hand, will a restriction be enlarged or extended by construction or implication beyond the clear meaning of its terms, even to accomplish what it maybe thought the parties would have desired had a situation which later developed and foreseen by them at the time when the restriction was written." Forest Land Company v. Black, 216 S.C. 255, 57 S.C. 2nd 420, 424 (1950).

"It is still the settled rule in this jurisdiction that restrictions as to the use of real estate should be strictly construed and all doubts resolved in favor of free use of the property, subject, however, to the provision that this rule of strict construction should not be applied to defeat the plain and obvious purpose of the instrument. It follows, of course, that where the language of the restrictions is equally capable of two or more different constructions that construction will be adopted which least restricts the use of the property." McDonald v. Wellborne, 220 S.C. 10, 66 S.C. 2nd 327 (1951).

Indeed, any real estate attorney who has practiced in that area for a reasonable length of time is well aware that it is common practice in the state of South Carolina to clearly and specifically designate each and every prohibited activity within the covenants. That would include the requirement in South Carolina that a covenant restricting property to only one residential unit per lot must also have a covenant prohibiting the re-subdivision of the lots in order to accomplish the latter. That practice is easily demonstrated by the ability in the Pickens County ROD website to search documents by characteristic back to 1986 (copies of relevant pages attached). In a sample of five randomly selected restrictive covenants on the first page of a search in Pickens County results in all five containing a prohibition of more than one residence per lot, four containing prohibitions on subdividing any restricted lots and one providing that lots could be subdivided subject to certain minimum standards. This separate and distinct prohibition against subdivision is and has been the prevailing practice in South Carolina during the entire 34 years that I have practiced real estate law.

In addition to the fact that the restrictive covenants do not prohibit specifically the subdivision of lots, the Plaintiff's activities in this case constitute a classic case of unclean hands. Nothing about these four lots, which were each individually deed restricted, gives the appearance that it is even in a subdivision. It is four acreage lots on a dead end dirt road. "A party will have unclean hands where the party behaves unfairly in a matter that is the subject of the litigation to the prejudice of the Defendant." Ingram v. Kasey's Associates, 340 S.C. 98, 107; 531 S.C. 2nd 287, 292 (2000). Here both Plaintiffs unabashedly admitted completely ignoring restriction number 5 contained within their respective deeds and, in fact, one of them had been previously convicted of trying to add a fourth. Both testified that they had 3 outbuildings on their property because "they needed them". While the Defendant was candid in his admission that he was aware of the restrictions contained within the chain of title, the actions of the Plaintiffs in totally

ignoring the restrictive covenants in an obvious visual fashion would lead any reasonable person to believe these over 35 year old restrictions were either inactive or not being enforced (in another two years they would not even be found during a standard forty year residential title search). Combine that with the fact that the Defendant went through the complete application process with the County of Pickens, which includes notice and opportunity to appear, to subdivide the lots prior to the actual purchase thereof. Clearly, the Defendant was led to believe by the actions of these two Plaintiffs that there was no impediment to his subdivision of the property until well after the purchase had occurred.

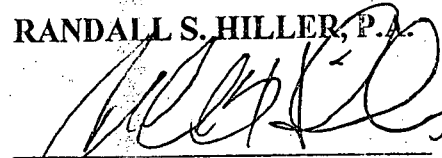
In addition to the defects of the Plaintiffs' claims set forth above, there was a complete lack of evidence of two essential elements of obtaining an injunction. "A party seeking injunctive relief must demonstrate irreparable harm and the absence of an adequate remedy at law". An injunction is a drastic remedy issued by the Court in its discretion to prevent irreparable harm suffered by the Plaintiff." Denman v. City of Columbia, 387 S.C. 131, 140-41; 691 S.C. 2nd 465, 470 (2010). There was a complete lack of testimony or evidence as to any harm to the Plaintiffs, economic or otherwise. In fact, the testimony was that one of the Plaintiffs would actually benefit given that due to the subdivision of the Defendants lot under current county regulations no further subdivision could occur on the portion of the property beyond her lot which was furthest from the public road. In other words, instead of having 2 other homes utilizing the private drive across her property for access, that traffic would now stop before it reached her property. Likewise, there was no testimony or evidence at all that the Plaintiffs did not have an adequate remedy at law.

Finally, even were the Court to find all of the above in favor of the Plaintiffs it is still required to balance the equities of the parties. As stated above the Plaintiffs had unrepentably paid no attention to the restrictive covenants that they found to be inconvenient. The Plaintiffs made no effort to contest the subdividing of the property by the County of Pickens prior to its subdivision and subsequent purchase by the Defendants. The Plaintiffs testified to no harm and certainly no economic harm while the Defendants purchased the property and paid the price agreed to solely on the condition that it would be subdividable, and was in fact subdivided, prior to closing. The Defendants stand to lose a minimum of \$190,000.00 and the Plaintiffs stand to gain nothing should the Court impose a permanent injunction. Clearly the equities favor the

Defendants. Without testimony of any harm to the Plaintiffs there simply is nothing to balance in their favor.

For all of the above reasons the Court should deny the relief requested by the Plaintiffs and award the Defendants the damages testified to at trial which are consistent with, but slightly below, the amount they were originally required, but did not, to post as a bond for the bringing of this action.

RANDALL S. HILLER, P.A.



Randall S. Hiller (SCB#2513)

850 Wade Hampton Blvd.

Greenville, SC 29609

864-232-0026

864-242-4692 Fax

December __, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PARK WEST
SUBDIVISION, EASLEY, SOUTH CAROLINA

THIS DECLARATION is made this 30th day of October, 1986,
by YOUNGBLOOD CONSTRUCTION CORP., a South Carolina corporation
("Declarant").

P R E A M B L E

Declarant is the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon such property mutually beneficial restrictions for the benefit of all owners of lots located upon the property. In addition, Declarant desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the property and any additional property hereinafter submitted to this Declaration.

ACCORDINGLY, Declarant hereby declares that all of the property described in Exhibit A and any additional property as may by subsequent amendment be added and subjected to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property submitted to this Declaration, and which shall be binding upon and shall inure to the benefit of all the parties having any right, title or interest in such property or any part thereof, their heirs, successors, successors-in-title and assigns.

Article I

Definitions

The following words and terms, when used in this Declaration, shall have the following meanings:

"Lot" shall mean and refer to each parcel of land located on the Property and owned by an Owner.

"Owner" shall mean and refer to the record owner, whether one or more individuals, firms, corporations, partnerships or other legal entities of the fee simple title to a Lot, but notwithstanding any applicable theory of law, shall not mean (i) any mortgagee of the Lot unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any other proceeding in lieu of foreclosure or (ii) any lessee or tenant of an Owner.

"Person" shall mean and refer to any individual, corporation, partnership, association, trustee or other legal entity.

"Property" shall mean and refer to the real property described in Exhibit A hereto and to such additional property as may hereafter be annexed by amendment to this Declaration as provided in Article II hereof.

"Residential Unit" shall mean and refer to any dwelling unit intended for use and occupancy as a residence by a single household that is situated on the Property and owned by an Owner.

Article II

Annexation of Additional Property

Section 1. Annexation Without Approval of Owners. As the owner thereof, or if not the owner thereof, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time, to subject to the provisions of this Declaration additional properties in future stages of Declarant's Park West Subdivision, whether presently anticipated or unanticipated, by filing in the Pickens County, South Carolina, official land records an amendment to this Declaration annexing such properties. Any such amendment (i) shall not require the vote of the Owners and (ii) shall be effective upon the filing thereof, unless otherwise provided therein.

Section 2. Annexation With Approval of Owners. Subject to the consent of the owner thereof, upon the written consent of at least two-thirds of the Owners, the Declarant may annex real property not owned by the Declarant to the provisions of this Declaration by filing in the Pickens County, South Carolina, official land records an amendment to this Declaration annexing such properties. Any such amendment shall be effective upon the filing thereof, unless otherwise provided therein.

ARTICLE III

Rights, Conditions and Restrictions

Section 1. Use Restrictions. No Lot, Residential Unit or other portion of the Property shall be used for any purposes other than single family residential purposes, and no commercial activity or business shall be located or conducted on any portion of the Property. No duplex residence, garage apartment, apartment house or multi-family housing shall be erected or permitted to remain on any Lot, and no structure at any time

thereon shall be converted into a duplex residence, garage apartment, apartment house or multi-family housing.

Section 2. Activity Restrictions. No obnoxious or offensive activity may be carried on in or upon any Residential Unit, Lot or other portion of the Property, nor may anything be done therein or thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Owners. There shall not be maintained in any Residential Unit or upon any Lot or other portion of the Property any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of any of the Residential Units or Lots.

Section 3. No Subdivision of Lots. No Lot may be subdivided or boundary lines within the Property changed, without the prior written consent of the Declarant, except that two or more contiguous Lots may be merged into a single Lot.

Section 4. Parking on Streets. Owners may not park vehicles on the streets within the Property except in emergencies. On-street parking shall be allowed to visitors and guests of Owners for short durations, so long as the health, safety and convenience of other Persons are not impaired.

Section 5. Signs. No signs may be displayed on any Residential Unit or Lot except for "For Sale" signs not exceeding 18x24 inches in size. No more than one sign may be displayed on any Owner's Residential Unit and Lot; provided, however, the Declarant, its successors and assigns shall have the right to use additional and larger signs for the development of the Property.

Section 6. Lessees and Other Occupants. Except as otherwise provided herein, each lessee or other occupants of a Residential Unit shall be subject to the terms and conditions of this Declaration as though such lessee or occupants were an Owner. Each Owner agrees to cause his lessee and other occupants of his Residential Unit to comply with this Declaration and is responsible and liable for all violations and losses caused by such lessee or other occupants. In the event a lessee or other occupant of an Owner's Residential Unit violates a provision of this Declaration, any other Owner or Owners shall have the power to bring an action against the lessee, occupant or Owner to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

Section 7. Window Air-Conditioning Units. No window air-conditioning units may be installed on any side of any Residential Unit that faces a street.

Section 8. Television Antennae. No radio or television aerial or antennae, nor any other exterior electronic or electric

STATE OF SOUTH CAROLINA) RESTRICTIVE AND PROTECTIVE COVENANTS
COUNTY OF PICKENS) APPLICABLE TO BRANCHWOOD SUBDIVISION II

The following restrictive and protective covenants are hereby imposed by the undersigned, who are the owners of all lots in BRANCHWOOD SUBDIVISION II as shown by plat thereof recorded in the Office of the Clerk of Court for Pickens County, South Carolina, in Plat Book 31, at Page 259. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2010, at which time they will be automatically extended for successive periods of ten (10) years unless by a majority of the then owners (one lot, one vote), it is agreed to change said covenants in whole or in part. Changes may be made by the unanimous consent of all owners at any time, or by the undersigned where given authority to do so herein.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violation. Invalidity of any one of the covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. No lot shall be used except for residential purposes; however, the undersigned owners and their assigns, shall have the right to authorize the use of or construction upon any lots for educational, religious, cultural or civic purposes not otherwise in conflict with these covenants.

2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached one family dwelling and necessary garages and out buildings incidental to residential use. The livable heated floor area in each family unit shall be no less than twelve hundred (1200) square feet, unless otherwise approved by undersigned owners.

3. Other than camping equipment, no trailer or mobile home shall be permitted upon any lot nor used as a residence. No outbuilding or structure of a temporary character shall be used as a residence. The maintenance of junk cars, trucks, or other vehicles on any lot is prohibited.

4. No lot shall be recut so as to face in any direction other than as shown on the recorded plat, nor shall any lot be recut so as to contain an area less than it has now without the approval of undersigned owners, although recutting is allowable for the enlarging of adjacent lots.

5. The right is reserved to lay or place, or authorize the laying and placing of sewer, gas and water pipes, telephone, telegraph and electric light poles in any of the streets shown on said recorded plat without compensation or consent of any lot owner, and an easement for the installation and maintenance of utilities and drainage facilities is reserved on the front, rear, and side five (5) feet of each lot. Specifically drainage easements are reserved where indicated on the recorded plat.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done there which may become an annoyance and nuisance to the neighborhood. No unsanitary condition prejudicial to the public health shall be permitted.

7. The areas shown on the subdivision plat mentioned as streets, roads, avenues or circles have, by the recording of the subdivision plat, been dedicated for public use. Therefore, the owners reserve no control and assume no liability for the maintenance of said streets or roads.

8. All sewage disposal until then and if city or similar public sanitary sewage lines shall be available, shall be by individual septic tanks inspected and approved by the Pickens County Health Department prior to the construction of the dwelling.

9. Lot numbers six (6), seven (7), and sixteen (16) as shown on the recorded plat are exempt from all the above restrictive and protective covenants with the exception of paragraph three (3).

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective successors and assigns of the undersigned.

WITNESS the hands and seals of the corporation this the 30th day July, 1987

IN THE PRESENCE OF:

ACE SALES & CONSULTANTS, a corporation

Brenda S. Bowie

BY: Edgar O. Holder
Edgar O. Holder

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF PICKENS)

PERSONALLY appeared before me Dave C. Bowie III, who, on oath says that he (she) saw the within named ACE SALES & CONSULTANTS, a corporation, by its duly authorized officer, sign, seal and as their act and deed, deliver the within Restrictive Covenants for the uses and purposes therein written and that she with Brenda S. Bowie witnessed the execution thereof.

SWORN to before me this 30th day of July, 1987.

Brenda S. Bowie
Notary Public For South Carolina
My Commission Expires: 1/4/92

JUL 31 11 50 AM '87
CLERK OF COURT
PICKENS, S.C.

OLIVER A. NEALY
FILED

010461

The within document was filed or record on the 31st day of

July 1987 and recorded

in Book 17 page 185

Oliver A. Nealy
Clerk of Court and Ex. Sec.
Pickens County, S. C.

STATE OF SOUTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF PICKENS

WHEREAS, The undersigned, Family Homes, Inc., a South Carolina corporation, and Robert N. Newton, individually, are the owners of a certain tract of land in the City of Clemson, County of Pickens, said tract being shown and designated as lot numbers 101 through 115 inclusive, on a plat of said property of Family Homes, Inc. and Robert N. Newton made by Cornerstone of Seneca, Inc., Michael L. Henderson PLS. #6946, dated March 1, 1986, and recorded in the Office of the Clerk of Court for Pickens County, South Carolina, in plat book 31 at page 58, and designated as a proposed addition to Heatherwood

WHEREAS, for the purpose of protecting said tract of land as a residential development, to create a harmonious whole in the development, to prevent the building of any structure which would look odd, cheap or out of keeping, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots and tracts in the subdivision and to secure to each lot or tract owner the full benefit and enjoyment of his home, the undersigned desires to impose certain restrictive covenants upon said tract

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned Family Homes, Inc. and Robert N. Newton, hereby declare certain conditions and restrictions upon the aforesaid tract as follows:

Uses Permitted and Prohibited

(1) All lots in this Subdivision or development shall be known as residential lots and shall be used exclusively for single residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot or other than one detached single family dwelling not to exceed two and one half stories in height and a private garage or carport for not more than two cars and servants' quarters.

(2) No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants nor shall anything be done thereon which may be or become an annoyance, nuisance, or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose nor for any public purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animal shall be kept, maintained or quartered on any lot or tract in this subdivision except that cats, dogs or caged birds may be kept in reasonable numbers as pets, not for breeding, but solely for the pleasure of the occupants.

(6) Garbage and trash must be kept in suitable cans and removed periodically by the owner or a suitable sanitary service and should not be burned or disposed of on the property. Said garbage and trash cans, wood piles, and clothes drying yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for off-street parking of cars belonging to domestic servants as the parking of such cars on street right-of-ways for long periods of time during the day or night will not be permitted.

(9) No billboards or signs shall be erected on any lot nor improvement thereon, but for "For Sale" or "For Rent" signs may be placed thereon: provided that size shall not exceed 2' x 3'.

(10) Names or numbers painted on mail boxes and/or other house numbers or designations shall be painted in a professional manner.

(11) The property within this Subdivision is hereby declared to be a bird sanctuary and any hunting wild birds or other animals is hereby prohibited.

Set Backs, Location and Size of Improvements and of Building Plots

(1) No building shall be erected on any lot nearer to the front lot line than 30 feet except on corner lots where this may be reduced by the Architectural Committee hereinafter provided for. All set back lines must have

the expressed approval in writing of the Architectural Committee. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No residence shall be erected nearer than 10 feet to any side lot line.

(2) Any detached garage or other outbuilding erected shall be at least 35 feet from the front lot line and no nearer than 5 feet to any side or rear lot line. Location of any detached garage or other outbuilding, as well as design, either as a part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee.

(3) No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set back line having a height of more than three feet and any such wall, fence or hedge proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than as is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided herein.

(5) Nothing herein shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential building site provided such site has a lot width of not less than 60 feet and provided said site faces as required by these restrictions and the recorded plat.

(6) The size, specific design, placement on the lot, the exterior type, color, and texture of materials used; and landscaping shall be specifically approved in writing by the Architectural Committee, following the procedures outlined herein, prior to the commencement of construction of any new structure or the renovation, remodeling, or changing of any structure.

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) EASEMENTS, PROTECTIVE COVENANTS
AND RESTRICTIONS

SIERRA VISTA
These covenants and restrictions shall apply to that certain tract of land described on Exhibit A. Exhibit A contains the entire tract which shall be sold in smaller tracts.

FOR AND IN CONSIDERATION of the benefits flowing to present and future owners of tracts in this Subdivision, the Undersigned do hereby impose upon all lots therein the following protective and/or restrictive covenants and easements, all of which are to run with the land:

I. LAND USE AND BUILDING TYPE: All lots in this Subdivision shall be used for residential purposes only. No building may be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed three stories in height with a private garage for not more than three (3) automobiles. The outer walls of all buildings shall be of masonry, novelty siding, masonry veneer, redwood or cedar shakes or shingles, but no asbestos shingle or imitation masonry on outer walls will be permitted. Lot owners shall be allowed to construct outbuildings and barns using proper building materials and construction. No unsightly outbuildings or barns shall be allowed.

II. DWELLING QUALITY AND SIZE: It is the intent and purpose of this covenant that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure of any dwelling, exclusive of one story, open porches and garages, shall be not less than one thousand four hundred (1,400) square feet for a one story dwelling, and not less than eight hundred (800) square feet as to the first floor of a dwelling of more than one story.

III. BUILDING LOCATION: No part of any building may be located on any lot nearer to the front lot line than forty (40) feet, nor nearer than twenty (20) feet to any side street line. No part of any building may be located nearer than ten (10) feet to any interior lot line (overhang included) except that a minimum side yard of three (3) feet will be permissible for a garage or other permitted accessory building (overhang included) located fifty-five (55) feet or more from the minimum building setback line. No dwelling may be located on any interior lot nearer than twenty (20) feet to the rear lot line.

IV. SUBDIVISION OF LOTS: Lot owners shall be allowed to subdivide tracts into two or more separate tracts. However, all tracts either original or subdivided shall contain at least two acres in area.

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

PROTECTIVE COVENANTS FOR
GRIFFIN POINTE

THIS DECLARATION made this 21th day of October, 1987, by Joe Farry, a Corporation organized and existing under the laws of the State of South Carolina, having its principal place of business in Pickens County, South Carolina, hereinafter referred to as Developer.

WHEREAS, the Developer is the owner of the Real Property of this Declaration and desires to create a residential community in accordance with a uniform plat of development to preserve and maintain property values, to maintain the natural beauty of the real property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a livable environment, for the benefit of future purchasers of the real property.

WHEREAS, the Developer deems it desirable to accomplish the said purpose to create an Architectural Committee to which should be delegated the powers of administration of some of the aforesaid functions.

NOW, THEREFORE, for and in consideration of the aforesaid considerations and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the Developer, its successors and assigns, and the future owners of the real property, the Developer hereby declares, creates and imposes upon the real property the following covenants, restrictions, easements, assessments, reservations and servitudes, which are hereby declared covenants running with the land as follows:

ARTICLE I

REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 Existing Property. The real property which shall be held, transferred, sold, conveyed and occupied subject to these Covenants is Lots as shown on a plat of Griffin Pointe.

1.2 Additions to Existing Property. Additional real property, including existing subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the Developer by filing of record of a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the existing property as herein above described in Paragraph 1.1.

1.3 Existing Structures. In the event these Covenants shall be extended to additional real property, including existing subdivided and restricted subdivisions, all then existing structures and uses thereon shall not be affected by the terms, hereof, but shall be deemed in compliance herewith, but this shall not apply to future structures and uses, or the alteration of existing structures, which shall be constructed, sold, transferred and occupied only in accordance with the terms hereof.

1.4 Conflict with Zoning Statutes. In the event of any conflict with the provisions hereof with any zoning ordinance or statute, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, thence the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

1.5 Length of Restrictions. These Covenants are to run with the land for a period of thirty-five (35) years at which time they will be automatically extended for successive periods of ten (10) years each, unless by a majority of the then owners. It is agreed to change said Covenants in whole or in part. Changes may be made by the unanimous consent of all owners at any time.

1.6 Enforcement of Restrictions. The uses permitted and prohibited and the terms, conditions, and limitations herein after set forth in this Article and the following Articles shall apply to all numbered lots shown in the aforesaid plats. If any of the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein contained, it shall be lawful for any person or persons owning any numbered lot listed in these restrictions to prosecute any proceeding at law or in equity under these covenants.

ARTICLE II

USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions, and limitations herein after set forth in this Article II, Paragraphs 2.1 through 2.30, shall apply to all lots in the subdivision:

2.1 Use for Single Family Residences. All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants.

2.2 Business Prohibited. No structure at any time situate on the real property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs as are herein after permitted. No part of any structure therein shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or

permitted to remain on any lot in the Residential Area, and no structure at any time therein shall be converted into a duplex residence, garage or apartment house.

2.3 Street Obstructions. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will in the judgment of the Architectural Committee obstruct the vision of any motorist upon any street or avenue shown on the plat.

2.4 Square Footage Minimums. No one-story home shall be constructed on any listed lot that contains less than 1800 square feet. In computing the square footage of any split-level residence or tri-level residence, credit shall be given for one-half of the square footage of any basement which is finished and heated. The minimum square footage, thus computed, on tri-level and split-level residences shall be eighteen hundred (1800) square feet. No two-story residence shall be constructed on any lot containing less than one thousand (1,000) square feet of finished heated space on the ground floor with a double carport, or garage, opening from the end or back. In the event a two-story house does not have a carport or garage, the heated space thence must be at least twelve hundred (1,200) square feet on the first floor. Also no two story or one and one-half story home shall have less than eighteen hundred (1800) square feet heated space with garage or two thousand (2,000) square feet heated space without garage. No building shall exceed three (3) stories or thirty-six (36) feet in height from ground level.

2.5 Utility Areas. Each residence may have one screened utility area. Each utility area shall be hedged or fenced on all sides thereof, except the entrance thereto, using such materials and with such height and design as shall be approved by the Architectural Committee. No pens or yards for pets, above-ground storage of construction materials, coal, oil or other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops, workshops, garage and trash cans and receptacles, satellite television dishes, detached garages, above-ground exterior air-conditioning and heating equipment, children's playhouse, lawn maintenance equipment or other mechanical and household equipment or any other structures and objects as determined by the Architectural Committee to be of an unsightly nature and appearance shall be placed or permitted to remain upon any lot unless the same shall be erected, maintained and allowed to remain wholly within a Utility Area. All garbage containers shall be placed in an inconspicuous place, screened from view and kept in a neat manner.

2.6 Detached Out-Building. No structure of any kind which extends more than three feet above the normal surface of the ground and which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without approval of the Architectural Committee.

2.7 Setback Lines. No buildings or structure shall be located on said lots nearer to the front line than thirty (30) feet and nearer to the side lot lines than twelve (12) feet and nearer to the rear lot line than twenty-five (25) feet. In addition, the setback requirements must meet the septic tank approval specifications of the Pickens County Health Department. The front and rear setback lines for all corner lots shall be twenty-five (25) feet. Outbuildings shall not be located nearer than seventy-five (75) feet to the front lot line nor nearer than fifteen (15) feet from any side or rear lot line, if approval is given as aforesaid. All structure locations shall be approved by the Architectural Committee. The Architectural Committee shall have the right to grant setback variances under special building location circumstances.

2.8 Fences, walls and hedges. Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or utility Areas, or any part of the same, shall be erected, placed or allowed to remain in the area of any lot lying between the front building setback line as set forth in the covenants and the edge of any street or avenue. Hedges, fences, and walls which extend not more than four (4) feet above the surface of the ground and which do not violate other provisions contained in these covenants may be erected, placed or allowed in any area not hereinabove expressly prohibited, provided that such a fence, hedge or wall is constructed of such materials, design and location as shall be approved by the Architectural Committee.

2.9 Signs and Advertising. No sign of any character shall be displayed or placed upon any lot, except "for sale" signs, which signs shall refer only to that particular premises on which displayed, shall not exceed two (2) square feet in size and shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a lot. The architectural Committee may enter upon any lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the developer or any person designated by the Developer, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as the Developer may deem advisable for development purposes.

2.10 Temporary buildings for uses incidental to construction work are permitted if approved by the Architectural Committee, which building shall be removed upon completion or abandonment of the construction work. The construction of any residence or structure once commenced must be fully completed within one (1) year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the Developer at the expenses of the owner and shall be paid to the Developer on demand.

2.11 Paved Driveways. Prior to completion of construction of any residence on any lot, the owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street or avenue of a design,

type of material and location approved by the Architectural Committee. All proposed driveways shall be specifically shown on a plat plan submitted to the Architectural Committee for approval.

2.12 Picnic Areas and Trash Burning. No picnic areas nor detached outbuildings shall be erected or permitted to remain on any lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon. All contractors and/or lot owners shall be responsible for all trash and rubbish during the period of construction and shall see to it that the area surrounding the house shall be maintained in a neat manner.

2.13 Tents and Shacks. No shed, shack, trailer/mobile home or double wide mobile home, tent or other temporary or moveable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.14 Trailers and Vehicles. No trailer/mobile home or double wide mobile home, basement, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicles, mobile homes/double wide mobile homes or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any lot. A personal motor home travel trailer or boat must be kept in an inconspicuous location.

2.15 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the ground. Every receptacle for ashes, garbage or rubbish shall be installed underground, or if installed above ground, shall be placed only in the utility area required by the terms of Paragraph 2.5 above.

2.16 Name and Number Plates. A plate or sign showing the number of the residence and the name of the occupants may be placed on any lot on which a building is located at the option of the property owner in accordance with the size, location, design and type of materials approved by the Architectural Committee.

2.17 Window Air-Conditioning Units. No window air-conditioning unit shall be installed on any side of any building which faces a street.

2.18 Television Antennae. No radio or television aerial or antennae, nor any other exterior electronic or electric equipment or devices of any kind including satellite television dishes, shall be installed or permitted to remain on the exterior on any structure located on the Real Property unless the location, size and design thereof shall have been approved by the Architectural Committee. The provisions of this paragraph shall not apply to equipment or devices above mentioned located wholly within a utility area meeting the requirements of Paragraph 2.5 above.

2.19 Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats and household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and in conformity with county ordinances and other applicable laws and regulations. Dogs and cats shall not be allowed to roam so as to become a nuisance to the neighborhood or nearby property nor destructive of wildlife.

2.20 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the Plat is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

2.21 Concrete Blocks. No concrete blocks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by the Architectural Committee.

2.22 Easements. An easement is reserved over the interior and side lot lines five (5) feet in width on each lot and ten (10) feet along all outside boundary lines for the installation, operation and maintenance of utilities and for drainage. Such easements across the lots as are shown on the recorded plat are also reserved. Each owner of any property subject to said easement shall keep swales located thereon planted with grass or other ground covers, free and unobstructed in a good state of repair and condition and shall provide for the installation of such culverts on his/her property as may be reasonably required for proper drainage. In no event shall any condition be allowed to exist which would cause or permit stagnation of water on the property herein. Also, all lots shall be subject to easements shown on the subdivision plats and any easement and any rights of way that may exist on the premises.

The Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of provision of utility services. The side and rear lot line easements herein granted in the event any lot shall be resubdivided or replatted, as provided in 2.30 shall thereafter apply only to a lot as resubdivided or replatted instead of applying to the lot as originally platted, except that no resubdivision or replatting shall affect easements shown on the recorded plat.

2.23 Sewage Disposal. No individual sewer disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Pickens County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority. In no event shall such system be located as to contaminate any stream or lake.

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS AND)
COUNTY OF ANDERSON)

RESTRICTIVE COVENANTS FOR
WOODFIELD PLANTATION SUBDIVISION ✓

The following restrictive and protective covenants are hereby imposed by the undersigned owners of certain property known as Woodfield Plantation, Southeast of the City of Easley, portions of which are in the County of Anderson and the County of Pickens, State of South Carolina as shown on plat prepared by Robert R. Spearman dated December 7, 1987. These covenants are to run with the land and shall be binding upon all persons, whether deeds make reference to them or not, until January 1, 2018, at which time they will be automatically extended for successive periods of ten (10) years unless by a majority of the then owners of property in the subdivision it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These restrictions may be amended at any time prior to the expiration thereof upon procurement of a signature petition consent of 75% the owners of the real estate of the subdivision. In determining the 75% owners of the real estate, each lot shall be entitled to one (1) vote, irrespective of joint ownership.

NOW THEREFORE, the following restrictions, covenants, reservations and easements are hereby imposed upon the aforesaid property.

I. Purpose of Restrictive Covenants. The fundamental object and purpose of these restrictive covenants is to create a harmonious whole in the development of the subdivision, to prevent the building of any structure which would look odd, cheap or out-of-keeping, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and enhance the aesthetic appearance thereof, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owner of the lots in the

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subdivision and to secure to each lot owner the full benefit and enjoyment of his home.

II. Uses Permitted and Prohibited. All numbered lots in this subdivision shall be known and described as residential lots and shall be used exclusively for a single family residential dwelling not to exceed two and one-half stories in height or twenty-eight (28') feet above the basement level.

(2) No basement, tent, garage or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

(3) No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer, boat, motorcycle, motor bicycle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling or completely within a garage and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses, play houses, storage sheds or workshops shall be erected so as to be visible from the street on any lot unless previously approved in writing by the Architectural Committee.

(4) No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose. No vehicle of any type shall be parked on any of the aforesaid lots for the purpose of making repairs nor stored thereon other than for emergency repairs by the owner of such lot, unless said vehicle is kept completely enclosed within a garage during said repair or storage. No trucks or buses of any type shall be allowed to be regularly parked in this subdivision except for normal and conventional sized pickup trucks. Said pickup truck shall be parked out of view from the street.

(5) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(6) No animals, specifically swine or goats, shall be kept, maintained, commercially bred or quartered on any lot except that cats, dogs, hamsters and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Pet houses and pens shall be kept out of view from the street. No animals shall be allowed by any lot owners to roam freely through the subdivision. No bee keeping or bee raising shall be allowed in the subdivision nor any devices or instruments maintained to attract bees in the subdivision.

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R.D.H.

(7) Driveways in the front and side of the house or any lot in the subdivision shall be paved by plant mix concrete, or such other material as may be approved in writing by the Architectural Committee.

(8) Garbage, trash cans, wood piles or other fuels and clothes drying yards must be so located that they will not be visible from the street.

(9) Lawn maintenance equipment, building materials, mechanical and household equipment or any other objects which detract from the appearance of the yard shall be kept out of view from the street when not in use.

(10) Children's toys, recreational equipment, bikes, go-carts and motor bikes shall be regularly kept out of view from the street when not in use.

(11) No living tree having a diameter greater than ten (10") inches, at a point four (4') feet from the ground level may be cut on any lot without first obtaining the written consent of the Architectural Committee, except such trees as shall be growing within twenty (20') feet radius of any building located on the real property.

(12) Provisions must be made by the property owners for off street parking of all cars used by that household. The regular parking of cars on the street right-of-way for long periods of time during the day or night will not be permitted.

(13) The design and location of carport or garage entrances shall be away from the principal street of the house so that the main view of the house from the street will not be directly into the doors or openings of such carport or garage, unless it is structurally impossible because of the slope or shape of the lot, which determination shall be made by the Architectural Committee which may grant individual variances from this requirement if in its judgement the same is warranted.

(14) No lot owner shall engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter on any lot in the subdivision.

(15) All sewerage disposal shall be by a system approved by the appropriate public health authorities including the South Carolina Department of Health and Environmental Control.

III. Setbacks, Location and Size of Improvements and Lots.

(1) No residence shall be located on said lots nearer than fifty (50') feet from the road right of way upon which said residence shall front.

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RDH LKH

No residence shall be located on said lots nearer than fifteen (15') feet from the side or rear lot lines.

(2) Any detached garage or other outbuilding erected shall be at least, seventy five (75') feet from the front lot line and no nearer than fifteen (15') feet to any side or rear lot line, and shall be approved in writing in advance by the Architectural Committee.

(3) No wall, fence or hedge shall be erected across or along the front of any lot at a point that is closer to the street than the actual front of the house. Any such wall, fence or hedge proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee. No chain link or similar metal fence may be visible from the street.

(4) No lot shall be resubdivided so as to create any additional building lot or lots. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining lot owner, but under no circumstances may an owner of any lot, except the developer (Roger D. Haskett and Diane L. Haskett) sell, lease or permit the use of any part of the said lot as a way, street or entrance to any other property, whether within or without the property covered by these restrictions.

(5) Easements for the drainage or surface waters as shown on the subdivision plat are hereby reserved.

(6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the subdivision plat and over the front five (5') feet and rear ten (10') feet of each lot. The right is reserved to lay or place, or authorize the laying and placing of sewer, gas, water pipes, telephone, cable TV and electric light poles in any of the streets shown on said recorded plat without compensation or consent of any lot owner.

(7) No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind, shall be installed or permitted to remain on the exterior or any structure located on the real property unless the location, size and design are such that it is completely out of view from the street and is not aesthetically offensive to any neighboring home. Satellite television reception dishes may be located upon a subdivision lot with the specific approval thereof in writing by the Architectural Committee which shall designate the location thereof.

(8) No window air conditioning unit shall be installed on any residence or structure located on a subdivision lot.

BD-7
RDB CCH

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

Carol P. Marsh, Harold S. Buie and)
Agnes K. Buie,)

Plaintiffs,)

v.)

Robert Pierson, ABC Care, Inc.,)
and Lake Wood Lane Properties, Inc.)

Defendants/
Third Party Plaintiffs)

v.)

Paul E. Hill and Vera H. Hill,)

Third Party Defendants,)

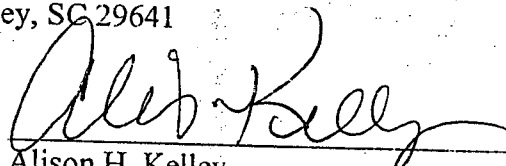
IN THE COURT OF COMMON PLEAS 21
THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2013-CP-39-1414

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the law firm RANDALL S. HILLER, P.A., counsel for the above captioned Defendants, and I have, this date written below served the within Plaintiff with Defendants' Post Trial Brief relative to the above captioned by depositing a copy of same in the United States Mail, postage prepaid and addressed as follows:

Brian K. James, Esq.
P.O. Box 93
Easley, SC 29641


Alison H. Kelley

December 8, 2015

Greenville, South Carolina

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF PICKENS

2016 APR 6 AM 11 33

CASE NO: 2013CP3901414

IN THE COURT OF COMMON PLEAS

CLERK OF COURT
PICKENS COUNTY

Carol P. Marsh vs. Robert Pierson

RECEIVED
MAY 11 2016
SC Court of Appeals

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: _____
- ☐ **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; ☐ Statement of Judgment by the Court:

Order from Judge Perry Gravely date March 28, 2016

PRESIDING JUDGE -

A copy mailed first class this 6th day of April 6, 2016, to attorneys of record or to parties (when appearing pro se) as follows:

✓ *Cof Court box* MB
Brian Keith James PO Box 93 Easley, SC 29641

✓ *us mail*
Randall Scott Hiller 850-B Wade Hampton Blvd.
Greenville, SC 29609

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

[Signature]
Harold P Welborn, Jr. - Clerk of Court

MB

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

Carol P. Marsh, Harold S. Buie and Agnes K. Buie

Robert Pierson, ABC Care, Inc., and Lake Wood Lane Properties, Inc. - Third Party Plaintiffs
PLAINTIFF(S)

JUDGMENT IN A CIVIL CASE

CASE NO. 2013 CP-39-1414

Robert Pierson, ABC Care, Inc. and Lake Wood Lane Properties, Inc.

Paul E. Hill and Vera H. Hill Third Party Defendants

DEFENDANT(S)

RECEIVED
MAY 11 2016
SC Court of Appeals

Submitted by:

Attorney for: ☐ Plaintiff or ☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.
- ☐ 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
- ☐ 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

15 APR 6 11 32
 This judgment
 placed in the ap
 to parties whe
 CLERK OF COURTS
 PICKENS COUNTY
 SOUTH CAROLINA
 ATTORNEY

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

Carol P. Marsh,
Harold S. Buie and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care, Inc., and
Lake Wood Lane Properties, Inc.,

Defendants/
Third Party Plaintiffs,

v.

Paul E. Hill¹ and Vera H. Hill,

Third Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No.: 2013-CP-39-1414

RECEIVED

MAY 11 2016

SC Court of Appeals

ORDER

Hearing Date:

December 2, 2015

Trial Judge:

Honorable Perry H. Gravely

Plaintiffs' Attorney:

Brian K. James

Defendants' Attorney:

Randall S. Hiller

Third-party Defendant's Attorney:

Brian K. James

Court Reporter:

Deborah Garrison

This matter was tried before the Court on December 2, 2015. Present for the trial were the Plaintiffs, their attorney, the Defendants, their attorney, and Vera Hill, Third-party Defendant, whose interests were aligned with the Plaintiffs and who was represented also by the Plaintiffs' attorney. Each party filed his or her respective pleadings.

The Plaintiffs called as their witnesses: Carol P. Marsh, Agnes K. Buie, and Robert Pierson. The Defendants presented Robert Pierson as their witness. The Third-

¹ Paul E. Hill is deceased and his interest was transferred to Vera H. Hill.

party Defendant presented Paul Hill, son of the late Paul E. Hill and Vera H. Hill, as her witness.

The Plaintiffs introduced and admitted into evidence the original plat of the subject subdivision, aerial photograph, original deeds from the developer to each of the present owners, and the Defendants' new plat. The Defendants introduced and admitted into evidence photographs of the Plaintiffs' properties and structures thereon. The Third-party Defendant introduced and admitted into evidence a photograph of the Third-party Defendant's boat house and its permit.

FINDINGS OF FACT

Based upon the pleadings, the testimony presented, the exhibits admitted into evidence, I make the following findings of fact:

Identification of the Parties

1. The Plaintiff Carol P. Marsh [Plaintiff Marsh] is a resident of Pickens County, South Carolina, and is the owner of a certain parcel of land situated in Eastatoe Township, Pickens County, South Carolina, described as Lot 2 on a plat prepared by R. D. Garrison, Reg. L.S. #3972, dated April 2, 1976, and recorded in the office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 19 at Page 946, as referenced in the deed conveying said property to her in Deed Book 13 – H at page 338. The deed to Plaintiff Marsh contains restrictions stating, "[t]here shall not exist on said lot at any time more than one residence." and, "[n]o trailer, tent, shack, barn, temporary building, outbuilding, shanty or mobile home of any description shall be placed or erected on said lot of land."
2. The Plaintiffs Harold S. Buie and Agnes K. Buie [Plaintiffs Buie] are residents of Pickens County, South Carolina, and are the owners, as trustees of the Buie Living Trust dated July 3, 2000, of a certain parcel of land situated in Eastatoe Township, Pickens County, South Carolina, described as Lot 4 on a plat prepared by R. D. Garrison, Reg. L.S. #3972, dated April 2, 1976, and recorded in the office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 19 at Page 946, as referenced in the deed conveying said property to them in

deed book 14 – C at page 967. This deed contains the same restrictions as the Marsh deed.

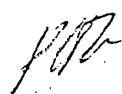
3. With regard to Lot 3 [Defendants] on the plat prepared by R. D. Garrison, Reg. L.S. #3972, dated April 2, 1976, and recorded in the office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 19 at Page 946, said lot was conveyed as follows:
 - a. The developer, Jerry A. Meehan, conveyed said Lot 3 to James Monroe Hamilton, III, by deed dated April 5, 1976, and recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed book 13 – A at page 833, and this deed contains the following restriction, "[t]here shall not exist on said lot at any time more than one residence."
 - b. Subsequently, James Monroe Hamilton, III, conveyed Lot 3 to Don Samuel Spalding by deed dated August 30, 1977, and recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 13 – G at Page 463.
 - c. On July 22, 2004, Don Samuel Spalding conveyed to Don S. Spalding, as Trustee of the Don S. Spalding Trust under trust agreement dated July 22, 2004, said Lot 3 by deed recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 835 at page 152.
 - d. A plat was prepared on September 12, 2013, entitled, "Survey for Robert Pierson," which subdivided Lot 3 into Lot 3A, Lot 3B, and Lot 3C.
 - e. Don S. Spalding as trustee the Don S. Spalding Trust under trust agreement dated July 22, 2004, conveyed Lot Number 3A to ABC Care, Inc., by deed recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 1556 at Page 271.
 - f. Moreover, Don S. Spalding as trustee the Don S. Spalding Trust under trust agreement dated July 22, 2004, conveyed Lot Number 3B and Lot Number 3B to Lake Wood Lane Properties, LLC, by deed recorded in the Office of the Register Deeds for Pickens County, South Carolina, in Deed Book 1556 at Page 273.



4. Lot Number One (1) is owned by Vera H. Hill [Third Party Defendant], whose interest is similar to the Plaintiffs. Mrs. Hill's chain of title contains the same restrictions.

Plaintiffs' Claims

5. The Court finds that in 1976 Jerry Meehan owned a tract of land which he subdivided into four (4) separate lots as shown on Plaintiffs' Exhibit 1 (the Meehan Plat). In connection with this subdivision, he developed a general plan for the neighborhood by including identical restrictions in each of the deeds conveying the four (4) tracts contained on the Meehan plat. The developer clearly intended to create a residential neighborhood with no more than four homes, all of which were to be constructed to a specific standard, size and character.
6. The action before the Court involves all four tracts from the Meehan plat and all of the parties trace their chains of title back to the original deeds issued by Meehan.
7. The first issue to be considered by the Court deals with those raised in the Complaint seeking an injunction against the Defendants from erecting more than one (1) residence or house on what was originally designated as Lot 3 on the Meehan plat, which the Defendants had subdivided into three (3) separate lots designated as Lots 3A, 3B, and 3C on Plaintiffs' Exhibit 8 (the Pierson Plat). The restrictions covering the original Lot 3 (Plaintiffs' Exhibit 6) as well as Lots 1, 2, and 4 state as follows: "2. There shall not exist on any lot at any time more than one residence."
8. Said restriction prohibits more than one residence on the original Lot 3 which encompasses Lots 3A, 3B and 3C on the Pierson Plat. The Defendants argue that since there is no restriction against an owner subdividing the lot, this restriction would not prohibit a separate residence on each of the new lots 3A, 3B and 3C. Even though the Defendants may not be restricted from subdividing their original Lot 3, the Defendants would still not be allowed to put more than one residence on the property originally designated as Lot 3 on the Meehan Plat.



To rule otherwise would destroy the clear intent of the developer in including the restrictions on each of the deeds for the original four tracts. Therefore, the Court finds that even though the Defendants may not be prohibited from subdividing their property, they are prohibited from erecting more than one residence on all of the property encompassing the original Lot 3 of the Meehan Plant.

9. The Defendants have asserted several defenses to include estoppel, waiver and laches but the Court does not find any evidence to support these defenses and thus such are denied.
10. The Defendants also asserted the equitable defense of "unclean hands" and a counterclaim and third-party complaint against the Plaintiffs' and Third-party Defendant's for violating of the restrictions by building various structures on their property, which the Defendants contend are "outbuildings" and prohibited by the restrictions. In considering this defense and claims asserted by the Defendants, the Court must weigh the equities of the parties and consider whether the Plaintiffs and Third-party Defendants have indeed violated the restrictions, whether such violations are major or minor compared to the Defendants' proposed actions, and whether equity dictates that the Defendants' request for relief be granted. This is addressed under the next section.

Defendants' Claims

11. The Defendants contend that the other parties as owners of Lots 1, 2 and 4 violated the restriction providing that: "5. [n]o trailer, tent, shack, barn, temporary building, outbuilding, shanty or mobile home of any description shall be placed or erected on said lot of land." The buildings in question consists of sheds, garages, boathouses, and other minor structures, all of which are included in photographs which were presented as Defendants' Exhibits 1-11.
12. First, the Court must look at the general plan of the original developer as evidenced by the restrictions and plats. The original developer's plan was to create a small residential community on the lake comprised of four residences.

The nature of the restriction against outbuildings is contained in a list that covers more temporary structures which could be used as temporary living quarters or unsightly structures which would take away from the general appearance and nature of the neighborhood. If these structures fall within the deed restrictions against "outbuilding" then the Court finds that these violations are minor compared to the major violation of Defendants' proposed construction and these outbuildings do not contravene the nature or character of the development nor the plan of the original developer. In addressing this issue, The South Carolina Supreme Court has indicated that the court must weigh the respective equities of the parties and their respective rights:

The right to enforce a restrictive covenant is not limited to a mere preventive action, but will, in a proper case, extend to requiring a defendant, by mandatory injunction, to repair an injury already done, or to remove a structure already erected. . . . However, it is not every case of a structure erected in violation of a restriction which will call for such relief. The issuance of a mandatory injunction depends upon the equities between the parties, and it rests in the sound discretion of the court whether such an injunction should be granted. Where a great injury will be done to the defendant, with very little if any to the plaintiff, the courts will deny equitable relief.

Hunnicut v. Rickenbacker, 268 S.C. 511, 515-16, 234 S.E.2d 887, 889 (1977).

This analysis was also addressed by the South Carolina Court of Appeals in Gibbs v. Kimbrell, 311 S.C. 261, 270, 428 S.E.2d 725, 731 (Ct. App. 1993) in stating that "[t]he issuance of an injunction depends upon the equities between the parties and if a great injury would be done to the Kimbrells with little benefit to the Gibbs', the trial court should have refused equitable relief." (citing Hunnicut).

In the case before this Court, the Defendant did not provide any evidence that the removal of these structures on the property owned by the Plaintiffs and Third-Party Defendants would confer any benefit to the Defendants, but such removal of these structures would result in a substantial injury to the other

parties in the cost of removal and potential depreciation in value of their property. Most of the structures on each property appear to be similar in construction and exterior to the residence on the same lot and are in character with the general nature of the neighborhood and residences in a lakeside residential community. Further, these structures have been located on the property for many years, with the most recent construction in 1996, without any complaint by the other landowners within the subdivision or the Defendants' predecessors in title. Some of the structures include boathouses which appear to be on the lake and may not even be covered by the restrictions.

In weighing the equities of the parties, the Court denies the Defendants' request for an injunction to have these structures removed with one exception: the shelter located on Plaintiff Marsh's property and shown in Defendants' Exhibit which is not similar in construction or quality to the other structures and thus should be removed. The testimony confirmed that the vehicle shown in Defendants' Exhibit 10 is no longer located on Plaintiff Marsh's property and therefore this issue would be moot.

Summary

13. Therefore, the Court finds in favor of the Plaintiffs and grants a permanent injunction against the Defendants from constructing more than one residence on the property originally designated as Lot 3 on the Meehan Plat and which includes Lots 3A, 3B, and 3C on the Pierson Plat.
14. The Court further finds that the Defendants failed to meet their burden of proof on the Counterclaim and Third-party Complaint and denies the relief requested except as stated.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT the Defendants are permanently enjoined and restrained from constructing more than one residence on the property originally designated as Lot 3 on the Meehan Plat.

IT IS FURTHER ORDERED THAT the shelter located on Plaintiff Marsh's property and shown on Defendants' Exhibit 4 shall be removed.

AND IT IS SO ORDERED!

Perry H. Gravely

Perry H. Gravely
Judge of the Thirteenth Judicial Circuit
Common Pleas

Dated: 7/18, 2016
Pickens, South Carolina

Certified Copy

Harold P. Wellman

Clerk of Court *MB*
Pickens County, SC

Dated April 2016

2016 APR 6 PM 11 32
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh, et al

Plaintiff,

vs.

Robert Pierson, et al

Defendant.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-39-1414

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

Brian K. James, Bar No. _____

Address:

P.O. Box 93, Easley, SC 29641

Phone: _____ Fax: _____

E-mail: _____ Other: _____

Defendant's Attorney:

Randall S. Hiller, Bar No. 2513

Address:

850 Wade Hampton Blvd., Greenville, SC

Phone: 232-0026 Fax 242-4692

E-mail: rsh@rshpa.org Other: ahk@rshpa.org

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Reconsider

Estimated Time Needed: 15 min.

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

April 13, 2016

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$**

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED: \$** _____

☐ **CONTESTED - AMOUNT DUE: \$** _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2013-CP-39-1414

Carol P. Marsh, Harold S. Buie and)
Agnes K. Buie,)
)
Plaintiffs,)

v.)

Robert Pierson, ABC Care, Inc.,)
and Lake Wood Lane Properties, Inc.)

Defendants/)
Third Party Plaintiffs)

v.)

Paul E. Hill and Vera H. Hill,)

Third Party Defendants,)
_____)

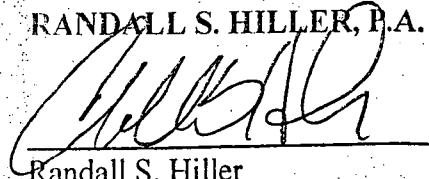
MOTION TO RECONSIDER

2016 APR 19 AM 11 28
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

TO: BRIAN K. JAMES, ESQUIRE, ATTORNEY FOR THE PLAINTIFFS:

YOU WILL PLEASE TAKE NOTICE that the Defendants/Third Party Plaintiffs, by and through their undersigned counsel, will move before the Presiding Judge for the Thirteenth Judicial Circuit, Greenville, South Carolina, at such time and place as his Honor may designate for an Order, pursuant to Rule 59 and Rule 60, of the South Carolina Rules of Civil Procedure, upon the grounds that the Court failed to apply the balancing of equities as required by Hunnicut v. Rickenbacker to the Plaintiffs' claims as is required by law. Such analysis is particularly necessary in this case where the Plaintiffs testified to no damages and the Defendants testified to substantial damages if the injunction were granted.

RANDALL S. HILLER, P.A.

A handwritten signature in black ink, appearing to read 'R. Hiller', is written over a horizontal line.

Randall S. Hiller

850 Wade Hampton Blvd.

Greenville, S.C. 29609

864/232-0026

SC Bar No.: 2513

April 12, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

Carol P. Marsh, Harold S. Buie and)
Agnes K. Buie,)

Plaintiffs,)

v.)

Robert Pierson, ABC Care, Inc.,)
and Lake Wood Lane Properties, Inc.)

Defendants/
Third Party Plaintiffs)

v.)

Paul E. Hill and Vera H. Hill,)

Third Party Defendants,)

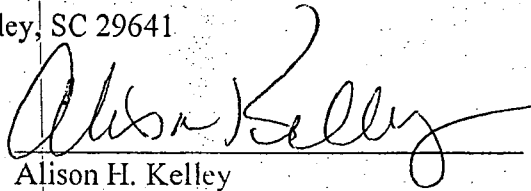
IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2013-CP-39-1414

CERTIFICATE OF MAILING

2016 APR 19 AM 11:28
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

I hereby certify that I am an employee of the law firm RANDALLS HILLER,
P.A., counsel for the above captioned Defendants, and I have, this date written below signed the
within Plaintiff with Defendants' Motion to Reconsider relative to the above captioned by
depositing a copy of same in the United States Mail, postage prepaid and addressed as follows:

Brian K. James, Esq.
P.O. Box 93
Easley, SC 29641


Alison H. Kelley

April 13, 2016

Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Carol P. Marsh, et al

Plaintiff,

vs.

Robert Pierson, et al

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-39-1414

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

Brian K. James, Bar No. _____

Address:

P.O. Box 93, Easley, SC 29641

Phone: _____ Fax: _____

E-mail: _____ Other: _____

Defendant's Attorney:

Randall S. Hiller, Bar No. 2513

Address:

850 Wade Hampton Blvd., Greenville, SC

Phone: 232-0026 Fax 242-4692

E-mail: rsh@rshpa.org Other: ahk@rshpa.org

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Reconsider

Estimated Time Needed: 15 min.

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

April 13, 2016

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
Case No. 2013-CP-39-1414

Carol P. Marsh, Harold S. Buie, and Agnes K. Buie,

Plaintiffs,

vs.

Robert Pierson, ABC Care Inc.,
and Lake Wood Lane Properties, Inc.,

Defendants/Third Party Plaintiffs,

vs.

Paul E. Hill and Vera H. Hill,

Third Party Defendants.

ORDER

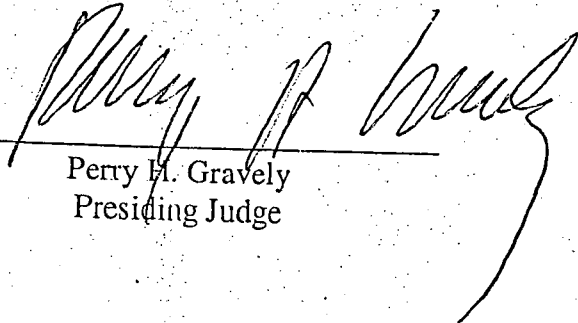
RECEIVED

MAY 11 2016

SC Court of Appeals

This matter comes before me upon Defendants' April 19, 2016 Motion to Reconsider this Court's Order of April 6, 2016 issued after a non-jury trial of the matter. After fully considering said Motion, this Court finds no need for oral argument in this matter and the Motion for Reconsideration is respectfully DENIED;

AND IT IS SO ORDERED!


Perry H. Gravely
Presiding Judge

Greenville, South Carolina

April 27, 2016

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Case No. 2013-CP-39-1414

Carol P. Marsh, Harold S.
Buie and Agnes K. Buie,

Respondents,

v.

Robert Pierson, ABC Care,
Inc., and Lake Wood Lane
Properties, Inc.,

Appellants.

v.

Paul E. Hill and Vera H. Hill,
Third Party Defendants

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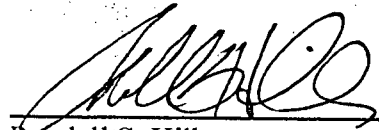
JAN 27 2017

SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned certified that this Record on Appeal complies with Rule 211(b),
SCACR.

January 4, 2017



Randall S. Hiller
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
Attorney for Appellants