

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

IN THE COURT OF COMMON PLEAS

The Challenge Golf Group of South Carolina,
LLC,

Case No.: 2015-CP-24-00337

Plaintiff,

ORDER OF JUDGMENT

v.

B.J. Brandimarte,

Defendants,

This case involves Plaintiff's request for a judgment for unpaid dues, food and beverage minimum and other related costs associated with Defendant's membership in the Grand Harbor Golf Club. Defendant defended and counterclaimed based on Plaintiff's failure to build a yacht clubhouse in accordance with the expectations of the Defendant.

I conducted a non jury trial on the matter on March 21, 2018. Plaintiff was represented by David S. Wyatt, esq. of Gleaton Wyatt, PA and Defendant represented himself *pro se*. Based on the evidence presented at trial I find and conclude as follows:

Plaintiff brought this case alleging that the Defendant owed money for club dues, food minimums and other related costs. Plaintiff presented evidence, and the Defendant did not refute, that the Plaintiff does business as the Grand Harbor Club ("GHC"). The Defendant admitted in his Answer and at trial that he owns real property in Grand Harbor and received a membership in GHC. The Defendant introduced the Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in effect when he purchased his property ("Declarations"), filed in Book 587 Page 320 of the Greenwood County Register of

Deeds Office. These Declarations state at Paragraph 15.H. that “[a]ll Owners will be required to join the Grand Harbor Golf & Yacht Club Membership Regime.” “Restrictive covenants are contractual in nature.” *Hoffman v. Cohen*, 262 S.C. 71, 75, 202 S.E.2d 363, 365 (1974). The Defendant admitted in his pleading and at trial that he is a member of the GHC. I therefore find and conclude that the Defendant is a member of the GHC and has a contractual obligation to pay the GHC dues, food and beverage minimums and other costs. Plaintiff presented evidence that all the amenities in Exhibit D of the covenants had been constructed and were in use during the time Plaintiff had invoiced Defendant. Plaintiff’s witness testified that Defendant has been invoiced \$29,476.68 for the dues, food and beverage minimums and other costs and has failed to pay. Defendant admitted at trial that he has not paid the amounts invoiced.

Defendant presented as a defense and counterclaim that Plaintiff failed to build a ten thousand square foot yacht clubhouse and has therefore materially breached the contract excusing him from paying the amounts invoiced. The Defendant presented documents that GHC sent him stating that the GHC had plans to build a yacht clubhouse in the future as evidence of this breach. However, none of the documents presented to the court were given to the Defendant prior to his purchase of his real property in Grand Harbor. Accordingly, GHC’s stated plans were not part of the contract and were therefore not a contractual right or supported by consideration. I therefore find and conclude that the building of a yacht clubhouse was not a part of Defendant’s contract to purchase real property nor an inducement to enter into the contract to purchase real property. I therefore find and conclude that the failure to build a yacht clubhouse is not a breach of the contract. Further, GHC presented evidence and Defendant admitted at trial that GHC has met the Declarations standard for dues set forth in Exhibit D. According to the testimony at trial, the Club does have many amenities including a golf course, a golf club house,

a marina for boats, a pool, and a gazebo near the water at the marina. I therefore find and conclude that Plaintiff failed to prove a material breach of the contract and Defendant's counterclaim fails.

I find and conclude that Defendant has a contractual obligation to pay Plaintiff dues, food and beverage minimums and other costs and that he has breached this obligation by failing to pay the \$29,476.68 invoiced and that the Defendant's counterclaim fails.

Based on the above findings of fact and conclusions of law this Court finds in favor of the Plaintiff and against the Defendant on Plaintiff's claim and Defendant's counterclaim.

NOW THEREFORE IT IS ORDERED that the Plaintiff's awarded a judgment against the Defendant in the amount of \$29,476.68.

IT IS FURTHER ORDERED that the Defendant's counterclaim is dismissed.

AND IT IS SO ORDERED!

The Honorable Letitia H. Verdin
Circuit Court Judge

Dated: _____, 2018
Greenville, South Carolina



Greenwood Common Pleas

Case Caption: Challenge Golf Group of SC LLP The VS BJ Brandimarte

Case Number: 2015CP2400337

Type: Order/Judgment For Relief

So Ordered

s/Letitia H. Verdin, SC Judge 2162