

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS

Edgar W. Dickson, Circuit Court Judge

Case No. 2018-000826

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OCT 22 2018
SC Court of Appeals

Colleton River Plantation Club, Inc.....Appellant,

v.

Jennifer L. Holmes.....Respondent.

FINAL REPLY BRIEF OF APPELLANT COLLETON RIVER PLANTATION CLUB, INC.

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TABLE OF CONTENTS

I. THE TRIAL COURT HAS JURISDICTION OVER HOLMES REGARDLESS OF THE 2012 INDIANA DISSOLUTION SETTLEMENT AGREEMENT.....	1
II. HOLMES' DID NOT COMPLY WITH THE DIVORCE DECREE.....	1

TABLE OF AUTHORITIES

STATUTES

S.C. Code Ann. § 30-5-90.....	5
S.C. Code Ann. § 36-2-803.....	4

ARGUMENT

Appellant Colleton River Plantation Club, Inc. (“Colleton”) hereby replies to Respondent Jennifer L. Holmes’ (“Holmes”) Final Brief. Colleton incorporates by reference all its arguments in Colleton’s Final Brief.

I. THE TRIAL COURT HAS JURISDICTION OVER HOLMES REGARDLESS OF THE 2012 INDIANA DISSOLUTION SETTLEMENT AGREEMENT.

Holmes argues that she had no contacts with South Carolina after her divorce because the divorce caused her to lose “any right, title, or interest in the subject property from and after 2012.” (Resp’t’s Final Br. 4). However, as explained in Colleton’s Final Brief, Holmes retained her interest in the subject property after the divorce, and continues to retain that interest at all material times by her failure to comply with the terms of the Dissolution Settlement Agreement (also referred to by the parties as the Divorce Decree), which expressly states that “[w]ife shall execute a quit claim deed for each [South Carolina] property in favor of Husband.” (R. p. 137). As found by the trial court, the quit claim deed for the subject property was never filed, and no evidence was ever presented that the quit claim deed was ever created or signed by Holmes. (R. p. 1). By virtue of Holmes’ interest and continuing interest in real property located in South Carolina, and of Holmes entering into a contractual relationship in South Carolina when she agreed to the Covenants by accepting the deed for the subject property, the trial court has jurisdiction over Holmes, such that a suit against Holmes regarding the Covenants and/or the subject real property may be maintained against her in South Carolina. S.C. Code Ann. § 36-2-803.

II. HOLMES’ DID NOT COMPLY WITH THE DIVORCE DECREE.

Holmes argues that the “legal and equitable interest in the subject property belong to Charles B. Holmes” pursuant to the Divorce Decree. (Resp’t’s Final Br. 5). However, Holmes fails to cite any authority to demonstrate how legal or equitable title would transfer to Charles

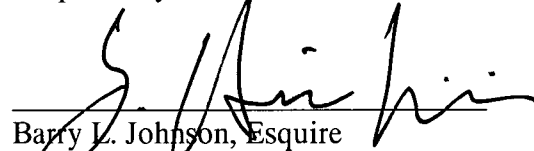
Holmes, Holmes' Ex-Husband, through a divorce decree in another state, without the filing of a deed in South Carolina and without complying with Colleton's Covenants. *See* S.C. Code Ann. § 30-5-90 (stating that all marriage settlements affecting the title to real property must be recorded within one month after its lodgment in the county in which the real property is located). Furthermore, Holmes fails to offer any evidence or explanation as to why the terms of the Divorce Decree were not complied with. Holmes seeks to rely on the Divorce Decree to relieve her of her obligations as a property owner and member of Colleton, while at the same time she has failed to comply with the terms of the agreement she relies upon.

CONCLUSION

Colleton prays that this court will reverse the Trial Court's Order Granting Defendant Holmes' Motion to Dismiss, and remand this action for adjudication on the merits of this case.

October 19, 2018

Respectfully submitted,



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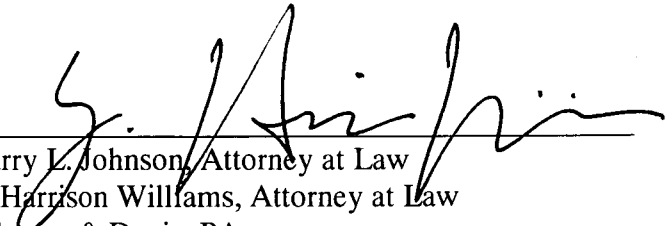
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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Appellant's Final Reply Brief has been served on the Respondent and that the Appellant's Final Reply Brief complies with Rule 211(b), SCACR.

October 19, 2018


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