

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

S.C. SUPREME COURT

Carmen T. Mullen, Circuit Court Judge

Appellate Case No. 2020-000670
Lower Court Case No. 2011-CP-07-3322

Opinion No. 5696 (S.C. Ct. App. filed Dec. 18, 2019)

The Callawassie Island Members Club, Inc. Respondent-Petitioner,

v.

Ronnie D. Dennis and Jeanette Dennis Petitioners-Respondents.

MOTION TO STRIKE MATERIAL MISREPRESENTATION

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Pursuant to Rule 240 of the South Carolina Appellate Court Rules, Petitioners-Respondents Ronnie D. Dennis and Jeanette Dennis hereby move to strike a material misrepresentation made by The Callawassie Island Members Club, Inc.

In its *Return to Dennises' Petition for Writ of Certiorari* (at p. 13), the Club falsely represents to this Court that:

Because the Dennises no longer own the property, they are no longer continuing to accrue dues and fees for the membership tied to their property. Hence, they cannot claim to be subjected to "perpetual liability."

This is a material misrepresentation by the Club to this Court, which is false as a matter of Club interpretation of its documents, and of Club practice. In fact, the Dennises' membership is not "tied to their property" because it is not an appurtenance. Membership in CIMC is a separate contractual arrangement between the Club and prospective members, which does not touch and concern the property.

Therefore, a member may sell his or her property on Callawassie (or lose it through foreclosure, or tax sale), but continue to be billed for ongoing Club membership, which does not run with the land. This is an important distinction between the social Club and a homeowners' association, which the Club persists in disregarding in its briefing to this Court, and which it would be in error for this Court to mistake as truth.

For example, the Club at times continues to bill former Callawassie property owners after they have sold their property, for continuing Club dues and fees. **That is because the Club will sometimes, at its pleasure, transfer a *different* membership to the new buyer, leaving the former property owner *stuck* with their current membership.**

The point is critical to this Court's consideration because the Court should not be under the wrong impression that a person "just needs to sell their property" to be free of the Club. In the Club's view and practice, there is another mandatory step: approval by the Club for transfer of the membership, which the Club sometimes malevolently refuses to allow (depending on the person). It is a very real practice for the Club to continue to invoice, and pursue, some former property owners for ongoing "unlimited golf" and other charges for years after property ownership has ended, apparently going into perpetuity. That apparently is a power the Club has decided it has and will exercise when it so wishes.

In sum, the Club's representation to this Court that a member "just needs to sell their property" to be free of the Club's pursuit is false. Instead, a member's ability to divest herself of her Club membership depends largely on the Club's whim on a particular day, or regarding a particular person. The Dennises request the Court strike the Club's material misrepresentation from the Club's *Return* and not rely upon it in any deliberations.

Respectfully submitted,

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