

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Todd E. Taylor,

Plaintiff,

vs.

Amar and Kennie Gill Living Trust Dated March 15, 2019; Kennie Lee Miller Gill, Trustee of the Amar and Kennie Gill Living Trust Dated March 15, 2019; Kenneth V.L. Miller; and Anna M. Miller,

Defendants.

Amar and Kennie Gill Living Trust Dated March 15, 2019; Kennie Lee Miller Gill, Trustee of the Amar and Kennie Gill Living Trust Dated March 15, 2019; Kenneth V.L. Miller; and Anna M. Miller,

Third-Party Plaintiffs,

v.

South Beach Village Lagoon Villas, II, Horizontal Property Regime, LVII,

Third-Party Defendants

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2020-CP-07-01547

RECEIVED

May 09 2022

SC Court of Appeals

THIRD-PARTY DEFENDANT SOUTH BEACH VILLAGE LAGOON VILLAS, II, HORIZONTAL PROPERTY REGIME, LVII'S ANSWER TO THIRD-PARTY COMPLAINT

COMES NOW, Third-Party Defendant *South Beach Village Lagoon Villas, II, Horizontal Property Regime, LVII*, by and through its undersigned counsel, and presents this, its Answer to the Third-Party Complaint, and shows the Court as follows:

1. Third-Party Defendant denies each and every allegation contained in the Amended Answer and Third-Party Complaint not specifically admitted herein.

2. Paragraphs 1-61 of the Amended Answer and Third-Party Complaint respond to the original Complaint and do not contain allegations directed to Third-Party Defendant. As

such, Third-Party Defendant is not required to respond to Paragraphs 1-61 of the Amended Answer and Third-Party Complaint. To the extent a response is required, Third-Party Defendant denies the same and demands strict proof thereof.

3. In response to Paragraph 62, Third-Party Defendant lacks sufficient information to admit or deny Paragraph 62, as it is unclear what allegations Defendants/Third-Party Plaintiffs attempt to incorporate. Therefore, it can neither admit nor deny Paragraph 62 at this time.

4. Third-Party Defendant admits Paragraph 63.

5. Third-Party Defendant admits Paragraph 64.

6. Third-Party Defendant admits Paragraph 65.

7. In response to Paragraph 66, Third-Party Defendant lacks sufficient information to admit or deny the allegations contained therein because it is unclear what allegations Defendants/Third-Party Plaintiffs are attempting to incorporate herein. Therefore, it can neither admit nor deny Paragraph 66 at this time.

8. Third-Party Defendant admits Paragraph 67.

9. In response to Paragraph 68, Third-Party Defendant admits that the affairs of the Council of Co-Owners shall be governed by a Board of Administration. Third-Party Defendant refers to the aforementioned Master Deed and By-Laws for the duties and responsibilities of the Council and Board denies any remaining or inconsistent allegations in Paragraph 68.

10. Third-Party Defendant denies Paragraph 69 as stated.

11. Paragraph 70 states a legal conclusion to which no response is required from Third-Party Defendant. To the extent a response is required, Third-Party Defendant lacks sufficient information to respond to Paragraph 70 of the Third-Party Complaint, and therefore, Third-Party Defendant can neither admit nor deny Paragraph 70 at this time.

12. Paragraph 71 states a legal conclusion to which no response is required from Third-Party Defendant. To the extent a response is required, Third-Party Defendant lacks sufficient information to respond to Paragraph 71 of the Third-Party Complaint, and therefore, Third-Party Defendant can neither admit nor deny Paragraph 71 at this time.

13. Paragraph 72 states a legal conclusion to which no response is required from Third-Party Defendant. To the extent a response is required, Third-Party Defendant lacks sufficient information to respond to Paragraph 72 of the Third-Party Complaint, and therefore, Third-Party Defendant can neither admit nor deny Paragraph 72 at this time.

14. Third-Party Defendant lacks sufficient information to admit or deny the allegations contained in Paragraphs 73, 74, 75 and 76. Therefore, Third-Party Defendant can neither admit nor deny the allegations contained in Paragraphs 73, 74, 75 and 76 at this time.

15. Third-Party Defendant denies Paragraph 77.

16. Third-Party Defendant denies Paragraph 78.

17. In response to the WHEREFORE paragraph and prayer for relief, Third-Party Defendant denies Defendants/Third-Party Plaintiffs' entitlement to the relief requested.

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

The Third-Party Complaint fails to state facts sufficient to constitute a cause of action against Third-Party Defendant and should be dismissed pursuant to the provisions of SCRC P 12(b)(6).

SECOND AFFIRMATIVE DEFENSE
(Compliance with the Standard of Care)

At all relevant times, Third-Party Defendant exercised the necessary degree of care and skill maintained by other Boards of Administration for property regimes under similar conditions and like circumstances.

THIRD AFFIRMATIVE DEFENSE
(Compliance with Governing Documents)

All times relevant to the matters complained of in the Third-Party Complaint, Third-Party Defendant acted within the authority and power granted to it through the governing documents of South Beach Village Lagoon Villas, II, Horizontal Property Regime, LVII.

FOURTH AFFIRMATIVE DEFENSE
(General Reservation)

Third-Party Defendant reserves any additional and further defenses as may be revealed by additional information during the course of discovery and investigation, and as are consistent with the South Carolina Rules of Civil Procedure.

This 5th day of March, 2021.

Respectfully submitted,

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