

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 20-CP-07-0989

TURNER'S MARINA LLC,
Plaintiff,

vs.

ANSWER AND
COUNTERCLAIM

R.V. RESORT AND YACHT
CLUB OWNERS'
ASSOCIATION, INC.,
Defendant,

The Defendant, by way of Answer and Counterclaim to the Amended Complaint would allege as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Amended Complaint not hereinafter admitted, qualified, or explained is denied.
2. Defendant admits the allegations of Paragraphs 2, 3, 4, 5 and 6 of the Amended Complaint.
3. As to the allegations of Paragraph 7 of the Amended Complaint, Defendant admits that both Plaintiff and Defendant own portions of the property subject to the Covenants, Conditions & Restrictions. Defendant is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 7 of Plaintiff's Complaint.

4. Answering the allegations contained in Paragraph 8 of Plaintiff's Complaint, Defendant states that the official recorded documents speak for themselves and that this Paragraph requires no response from Defendant, and is therefore denied.
5. Answering the allegations contained in Paragraph 9 of Plaintiff's Complaint, Defendant states that the official recorded documents speak for themselves and that this Paragraph requires no response from Defendant, and is therefore denied.
6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 10, 11, 12, 13 and 14.
7. Defendant denies the allegations of Paragraphs 15, 16, 17, 18, 20 and subparagraphs (a) through (m) thereof, 23, 24, 25, 26 and 27 of the Amended Complaint.
8. Defendant states that paragraph 21 contains no allegations which require a response and it is therefore denied.
9. Defendant denies that Plaintiff is entitled to the relief sought in its prayer for relief and denies each and every allegation contained in Plaintiff's complaint not specifically admitted herein.

FOR A SECOND DEFENSE

10. Each and every allegation of the First Defense is realleged as fully as if repeated verbatim herein.
11. Plaintiff's Amended Complaint should be dismissed pursuant to S.C.R.C.P., Rule 12 (b)(6) for failure to state facts sufficient to constitute a cause of action.

FOR A THIRD DEFENSE

12. Each and every allegation of the First and Second Defense is realleged as fully as if repeated verbatim herein.
13. Plaintiff's amended complaint should be dismissed pursuant to S.C.R.C.P., Rule 12 (b)(7) for failure to join parties needed for just adjudication of this matter.

FOR A FOURTH DEFENSE

14. Each and every allegation of the First through Third Defense is realleged as fully as if repeated verbatim herein.
15. Under the Covenants, By-Laws, and Rules and Regulations which control the actions of the Defendant and its Board of Directors, the Board of Directors has authority to construe the provisions of the Governing Documents.
16. The Board, through the use of sound business judgment, construed the Covenants and has acted in the best interests of the Association. The Amended Complaint should be dismissed based upon the business judgment rule.

FOR A FIFTH DEFENSE

17. Each and every allegation of the First through Fourth Defense is realleged as fully as if repeated verbatim herein.
18. The Amended Complaint should be dismissed in that Plaintiff's claims are barred by Res Judicata and collateral estoppel.

FOR A SIXTH DEFENSE

19. Each and every allegation of the First through Fifth Defense is realleged as fully as if repeated verbatim herein.
20. All or a portion of Plaintiff's claims are barred by the applicable statute of limitations.

FOR A SEVENTH DEFENSE

21. Each and every allegation of the First through Sixth Defense is realleged as fully as if verbatim herein.
22. All or a portion of Plaintiff's claims are barred by the doctrines of unclean hands and laches.

FOR AN EIGHTH DEFENSE AND BY WAY OF COUNTERCLAIM

23. Each and every allegation of the First through Seventh Defenses is realleged as fully as if verbatim herein
24. Pursuant to Article X of the Covenants, enforcement of Covenants is subject to authorization from the Board of Directors. No such authorization has been given to Defendant Turner by the Board and this action violates the Covenants.

25. Pursuant to Article VIII of the By-Laws, the failure of the Association to maintain and action shall authorize any Lot Owner to bring an action in equity or suit at law against the violating Owner. Plaintiff has the right to enforce the Covenants against any alleged violating Owner and his action against the Association violates the Covenants.

26. Under the Covenants and By-Laws, the Defendant is entitled to recover its reasonable attorney's fees and costs associated with this matter.

WHEREFORE, having fully answered the Amended Complaint, Defendant prays that the same be dismissed with prejudice, that the Defendant be awarded its reasonable attorney's fees and costs under its Counterclaim, that Plaintiff's demand for a jury trial of this equitable matter be denied, and for such other and further relief as this Honorable Court deems just and proper.

FINGER, MELNICK & BROOKS, P.A.

s/Anne C. Marscher

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Hilton Head Island, South Carolina
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