

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	THIRTEENTH JUDICIAL CIRCUIT
)	
Bonnie Brae Homeowners' Association, Inc.,)	CIVIL ACTION NO. 2016-CP-23-06406
)	
Plaintiff,)	
vs.)	DEFENDANTS' ANSWER TO
)	PLAINTIFF'S AMENDED
)	COMPLAINT
HOA Community Management, LLC, Charlene Rice, Jeff Dumpert, Tim Roach, Janine Wyman, Julie Hrobsky, Jason Resotka and Donald Peake,)	
)	
Defendants.)	

TO: MICHAEL DODD, ESQ., ATTORNEY FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE NAMED.

COMES NOW, Defendants, HOA Community Management, LLC., Charlene Rice, Jeff Dumpert, Tim Roach, Janine Wyman, Julie Hrobsky, Jason Resotka and Donald Peake ("Defendants"), by and through Defendants' undersigned counsel, answering the Amended Complaint of Plaintiff:

FOR A FIRST DEFENSE
(General Denial)

1. Each and every allegation not specifically admitted herein is denied. To the extent any allegation or part thereof is not expressly referred to and specifically answered it is hereby denied and legal proof thereof is demanded.

FOR A SECOND DEFENSE
(Specific Denial)

2. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

3. Paragraph 1 is denied and strict proof thereof is demanded. Further responding to Paragraph 1, Defendants state Plaintiff has captioned this lawsuit as if it were the Bonnie Brae Homeowners' Association, Inc. ("the Association"), the same being denied by Defendants. Therefore Plaintiff's statement in Paragraph 1 that "Plaintiff is the legal Board of Directors" for Plaintiff does not make logical or legal sense. Upon information and belief, Roman Kanach, Thomas Wells, Nancy Gresham and Patricia Crocker, all individually, caused this complaint to be filed, though counsel, and inappropriately identified Plaintiff as the Association. Defendants further state the individuals named above are indispensable parties and should be added to this matter as indispensable parties under Rule 19, SCRPC.

4. Defendants admit so much of Paragraph 2 which alleges that Defendant HOA Community Management, LLC. (improperly identified as "HOA Management Company, LLC.") is owned by Defendant Rice, that Defendant Rice is the registered agent for service of process for the Association, Defendant HOA Community Management is under contract with the Association to provide management services to same according to said contract and Defendant HOA Community Management is organized and existing pursuant to the laws of the State of South Carolina. To the extent there are other allegations contained in Paragraph 2, the same are denied and strict proof thereof is demanded.

5. With regard to Paragraph 3 of Plaintiff's Amended Complaint, Defendants admit only that they are all (except Defendants HOA Community Management and Rice) members and residents of the Association; Defendants Dumpert, Roach, Wyman, Hrobsky, Resotka and Peake are, in fact, the Association's duly elected Board of Directors, having been elected and/or appointed according the Association's By-Laws and the South Carolina Non-Profit Corporations

Act, and therefore must deny all remaining allegations of Paragraph 3 and demand strict proof of same.

6. As to Paragraphs 4-8, Defendants believe this Court has jurisdiction over the subject matter and parties of this action; however, Defendants state, upon information and belief, the facts of this case describe a political battle for control of the Association's Board of Directors. In order for the Court to retain jurisdiction, the Plaintiff must add the individuals named above, in Paragraph 3 infra., as they are indispensable parties to the actual controversy pled by Plaintiff in this matter. Otherwise, Defendants admit the allegations contained in Paragraphs 4-8.

7. Paragraphs 9-29 are denied and strict proof thereof is demanded.

8. As to Paragraph 30, Defendants believe this Court has jurisdiction under the South Carolina Uniform Declaratory Judgment Act as pled; however, Defendants state, upon information and belief, the facts of this case describe a political battle for control of the Association. In order for the Court to retain jurisdiction, the Plaintiff must add the individuals named above, in Paragraph 3 infra., as they are indispensable parties to the actual controversy pled by Plaintiff in this matter. To the extent there are any further allegations contained in Paragraph 30, the same are denied and strict proof thereof is demanded.

9. Paragraphs 31-33 and Plaintiff's "WHEREFORE" prayer for relief, including subparts a-e, are denied and strict proof thereof is demanded.

FOR A THIRD DEFENSE

10. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

11. Pursuant to Rule 12(b)(7), SCRPC and Rule 19, SCRPC, this Court should dismiss

this action for failure of the Plaintiff to join indispensable parties.

FOR A FOURTH DEFENSE

12. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

13. For purposes of preserving any and all available defenses, the Defendants contend the Amended Complaint fails to state facts sufficient to constitute a cause of action and should, therefore, be dismissed pursuant to Rule 12(b)(6).

FOR A FIFTH DEFENSE

14. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

15. The Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

FOR A SIXTH DEFENSE

16. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

17. Plaintiff's claims are barred by the doctrine of waiver.

FOR A SEVENTH DEFENSE

18. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

19. Plaintiff's claims are barred by the doctrine of Unclean Hands.

FOR AN EIGHTH DEFENSE

20. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

21. Defendants reserve and do not waive any additional or further defenses as may be revealed by additional information acquired through discovery or otherwise.

FOR A NINTH DEFENSE

22. The allegations contained in the paragraphs above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

23. Plaintiff's claims are barred by the doctrine of equitable estoppel.

WHEREFORE, having fully answered, Defendant requests that the Court dismiss Plaintiff's action and tax the costs and attorney fees of defending this action to the Plaintiff as well as grant such other and further relief as the Court may deem just and proper.

McCABE, TROTTER & BEVERLY, P.C.

/s/ J. Ryan Oates

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Columbia, South Carolina
December 19, 2016