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| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | FOR THE FOURTEENTH JUDICIAL CIRCUIT |
| COUNTY OF BEAUFORT |) | |
| |) | CASE NO.: 2023-CP-07-01629 |
| Alberta Rosenberg, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | ANSWER |
| |) | |
| FISC Land Holdings, LLC; Seascape |) | |
| Hospitality Group, LLC, |) | |
| |) | |
| Defendants. |) | |

The Defendants above named, answering the Complaint of the Plaintiff herein, would alleged as follows:

FOR A FIRST DEFENSE

1. Defendants admit the allegations of paragraph 1.
2. Defendants admit so much of paragraph 2 as may be construed to allege that Defendant FISC is a limited liability company incorporated in Delaware, which has its principal place of business in South Carolina, and which regularly conducts business in South Carolina, and that FISC owns real property in South Carolina. However Defendants deny the remainder of paragraph 2.
3. Defendants deny paragraph 3, and would show that Defendant Seascape is a limited liability company incorporated in Delaware.
4. Defendants admit the allegations of paragraph 4.
5. Defendants admit the allegations of paragraph 5.
6. Defendants admit the allegations of paragraphs 6 through 14.
7. Answering paragraphs 15-17 of the Complaint, Defendants crave reference to the 1961 Covenants, and all subsequent recorded documents which reference the

- 1961 Covenants, for the full terms, meanings and conditions thereof, and would deny any allegation inconsistent therewith.
8. The Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraphs 18-20 of the Complaint and therefore deny same.
 9. Further answering paragraph 20, and in answer to paragraphs 21 through 24, Defendants crave reference to the recorded document alleged as the 1974 Covenants, and all prior and subsequent recorded documents that reference the 1974 Covenants, for the full terms, meanings and conditions thereof, and would deny any allegation inconsistent therewith.
 10. The Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraphs 25 and 26 of the Complaint and therefore deny same.
 11. Answering paragraphs 27 and 28, Defendants would crave reference to any and all recorded documents which bear on the allegations made for the full terms, meaning and conditions thereof, and would deny any allegation inconsistent therewith.
 12. Defendants admit paragraphs 29 through 31.
 13. Answering paragraphs 32 through 36 of the Complaint, Defendants would crave reference to the 1983 Amendment, and to all prior and subsequent recorded documents that reference or define the 1983 Amendment for the full terms, meaning and conditions thereof, and would deny any allegations inconsistent therewith.
 14. Answering paragraphs 37 and 38, Defendants would admit that Thomasson entered into an assignment, which is attached as Exhibit D.
 15. Answering paragraph 39, Defendants would crave reference to the recorded document, and any prior or referenced document, for the full terms, meaning, intent and conditions thereof, and would deny any allegation inconsistent therewith.

16. Defendants lack sufficient information to form a belief as to the truth of the allegation of paragraph 40 and therefore deny same.
17. Answering paragraph 41, Defendants would crave reference to the recorded documents for the full terms, meaning and conditions thereof, and would deny any allegation inconsistent therewith.
18. Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 42, and therefore deny same.
19. Answering paragraph 43, Defendants crave reference to the recorded document for the full terms, meaning and conditions thereof, and would deny any allegation inconsistent therewith.
20. Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraphs 44 and 45 of the Complaint and therefore deny same.
21. Defendants deny the allegations of paragraph 46.
22. Defendants admit the allegations of paragraphs 47 through 49.
23. Defendants deny the allegations of paragraphs 50 and 51.
24. Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 52, and therefore deny same.
25. Defendants deny the allegations of paragraphs 53 and 54.
26. Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 55 and therefore deny same.
27. Defendants admit the allegations of paragraph 56.
28. Defendants deny the allegations of paragraphs 57 through 63 of the Complaint.
29. Defendants admit the allegations of paragraphs 64 and 65.
30. Defendants deny the allegations of paragraph 66.
31. Answering paragraph 67, the allegations of paragraphs 1 through 30 above are realleged as if set forth herein verbatim.
32. Paragraph 68 contains conclusions of law requiring no response.

33. Defendants deny the allegations of paragraph 69.
34. Defendants admit the allegations of paragraph 70.
35. Defendants deny the allegations of paragraphs 71 through 73 of the Complaint.
36. Except as is hereinabove specifically admitted, each and every allegation of the Complaint is expressly denied.

FOR A SECOND DEFENSE

37. The allegations of the Complaint fail to state facts against these Defendants upon which relief can be granted, and therefore must be dismissed pursuant to Rule 12 (b) of the SCRPC.

FOR A THRID DEFENSE

38. Defendants would plead the doctrines of estoppel and laches as a complete bar to the allegations of the Complaint.

FOR A FOURTH DEFENSE

39. Plaintiff purchased her property at Fripp Island with actual or constructive knowledge and acceptance of the terms, conditions of all documents recorded in the RMC office of Beaufort County, South Carolina.
40. As a property owner on Fripp Island, Plaintiff acknowledged and accepted the decisions of the Fripp Island Property Owners' Association duly enacted in accordance with the FIPOA covenants and by-laws.
41. In a 1983 Agreement between the former owner of Fripp Island and the FIPOA, it states in paragraph 8 that "FIPOA recognizes and acknowledges that THOMASSON [the prior owner] is the principal developer of real property on Fripp Island and **operates the exclusive real estate sales and rental agency on Fripp Island,**" (emphasis added) This 1983 Agreement is recorded in the Beaufort

County Register of Deeds in Book 370 at Page 931 and has been of record for decades.

42. Further. The 2009 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Single Family Residential Property on Fripp Island, a copy of which is recorded in Book 2833 at Page 710 in the office of the Register of Deeds, explicitly references the 1983 Agreement and states in Section 7.10 that the 2009 Declaration is subject to the provision of the 1983 Agreement.
43. An April 1991 Agreement between the Defendants' predecessor and the FIPOA states clearly that "The FIPOA recognizes that the Company (the Defendants' predecessor) is the **exclusive agent** on Fripp Island and will cooperate with the Company to establish procedures to assist the Company in establishing itself as **the exclusive agent**. (emphasis added) This 1991 Agreement further provides that FIPOA "agrees to assist in directing all guests and potential renters to Fripp Island Reception Center."
44. From these recorded and binding agreements, Plaintiff knew and implicitly (and explicitly) agreed that the Defendants have the rights to enforce its exclusivity rights as the rental agent for property on Fripp Island.
45. For these and other reasons in documents of record, the Complaint fails to state a cognizable claim against the Defendants, and must therefore be dismissed.

Having fully answered the Complaint, the Defendants pray that the same be dismissed, with costs, that the Defendants be awarded attorneys fees and costs, and for such other and further relief as this Court may deem just and proper.

HARVEY & BATTEY, P.A.

s/ William B. Harvey, III

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October 12, 2023
Beaufort, South Carolina