

FILED

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

2020 AUG 27 A 11:48
U.S. BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

Case No. 20-20292-hb

Adversary Proceeding No. 20-800049-hb

Debtor:
FOXWOOD HILLS PROPERTY OWNERS
ASSOCIATION, INC.,

FOXWOOD HILLS PROPERTY
OWNERS ASSOCIATION, INC.,

Plaintiff,

vs.

783-C LLC; ESSENTIAL GROUP LLC, et al

ANSWER AND OBJECTION

COMES NOW THE WITHIN DEFENDANT Jamahl Shareef, (hereinafter) "Defendant" who make appearance by special visitation and not general to preserve all rights, at all times not waiving a right known or unknowns to this end. This Defendant, being unrepresented has had no formal legal training and lack information and understanding to make a legal determination as to the plaintiff's action. As a pro se litigant, Defendant shall answer the amended complaint as follows:

Note: this Defendant sought to ensure land for future family use to one day build thereon for his heirs and family heirs within this community. Defendant is the record owner of 13 lots without any improvements thereon. The fees and dues FHPOA have assessed are far too much and as such would not be fair given they cannot provide services for this Defendant where there is no structure built or erected currently on any of this Defendant's lots that are in question. It would be unjust and unfair to levy on this Defendant the same amount as other homeowners who actually have a home or house within the said community. Defendant owns a total of (13) bare empty lots.

ANSWER

1. The Defendant lack both knowledge and information concerning the Plaintiff's holdings in respect to the number of lot it claims to manage and what all it may maintain in the Fox Hills Community. As such, this Defendant cannot agree with or deny this Paragraph 1.
2. Regarding Paragraph 2, Defendant lack both information and knowledge about the Plaintiff, FOXWOOD HILLS PROPERTY OWNERS ASSOCIATION, INC., (hereinafter) "FHPOA" see this Defendant merely owns the lands without any improvements thereon. As such Defendant cannot agree with or deny this paragraph.
3. Defendant lack both information and knowledge about the Plaintiff business activities and its financial goals or budgets. As such Defendant cannot agree with or deny Paragraph 3.
4. Defendant lack both information and knowledge about the Plaintiff business activities, its financial goals, budgets and restrictions. As such Defendant cannot agree with or deny Paragraph 4.
5. Paragraph 5 in denied and strict proof is demanded.
6. This matter does not appear to be based upon diversity, as such this Paragraph 6 is denied, and strict proof is demanded.
7. Defendant lack both information and knowledge about the Plaintiff business activities, its status as non-profit organization. As such Defendant cannot agree with or deny this Paragraph 7.
8. Denied.
9. Defendant lack both information and knowledge about all other Defendants named in this action. Therefore, this Paragraph 9 is denied.

10. Based upon information and belief, greed was the core reason for the fall-out of FHPOA where all board members refused to agree to the ongoing increase of dues taxed to the members of the association. As such Paragraph 10 is denied.

11. Denied.

12. Defendant lack both information and knowledge about all other associations. As such Paragraph 12 is denied.

13. Defendant lack both information and knowledge about all other associations. As such Paragraph 13 is denied.

14. Defendant lack both information and knowledge about all other associations. As such Paragraph 14 is denied.

15. Denied.

16. Defendant lack both information and knowledge about events all other associations. As such Paragraph 16 is denied.

17. Defendant lack both information and knowledge about all other associations. As such Paragraph 17 is denied.

18. Defendant lack both information and knowledge about all other associations. As such Paragraph 18 is denied.

19. Defendant lack both information and knowledge about all other associations. As such Paragraph 19 is denied.

20. Defendant lack both information and knowledge about all other associations. As such Paragraph 20 is denied.

21. Defendant lack both information and knowledge about all other associations. As such Paragraph 21 is denied.

22. Defendant lack both information and knowledge about all other associations. As such Paragraph 22 is denied.
23. Defendant lack both information and knowledge about all other associations. As such Paragraph 23 is denied.
24. Defendant lack both information and knowledge about all other associations. As such Paragraph 24 is denied.
25. Defendant lack both information and knowledge about all other associations. As such Paragraph 25 is denied.
26. Defendant lack both information and knowledge about all other associations. As such Paragraph 26 is denied.
27. Defendant lack both information and knowledge about all other associations. As such Paragraph 27 is denied.
28. Defendant lack both information and knowledge about all other associations. As such Paragraph 28 is denied.
29. Defendant lack both information and knowledge about all other associations. As such Paragraph 29 is denied.
30. Defendant lack both information and knowledge about all other associations. As such Paragraph 30 is denied.
31. Defendant lack both information and knowledge about all other associations. As such Paragraph 31 is denied.
32. Defendant lack both information and knowledge about the history of Fox Hills and its business history but believe this paragraph may be true. As such Paragraph 32, Defendant cannot agree with or deny.

33. Defendant lack both information and knowledge about the history of conveyance from Foxwood Corporation to Plaintiff, FHPOA but believe this paragraph may be true. As such Paragraph 33, Defendant cannot agree with or deny.
34. Paragraph 34, Defendant cannot agree with or deny.
35. Paragraph 35, Defendant cannot agree with or deny.
36. Paragraphs 36 thru 61 with subparagraphs, Defendant lack both information and knowledge. As such Defendant cannot agree with or deny.
37. Paragraph 62 is Denied and strict proof is demanded.
38. Paragraphs 63 thru 87, Defendant lack information, notice and knowledge. Therefore, in respect to this Defendant these paragraphs are denied.
39. Paragraphs 88 thru 143, the Defendant lack information, notice and knowledge. Therefore, in respect to this Defendant these paragraphs are all denied.
40. Paragraph 144 is denied and strict proof is demanded.
41. Paragraphs 145 thru 287 is denied and strict proof is demanded.
42. WHEREFORE, Defendant has full answered each and every paragraph of the Amended Complaint in good faith to this end. Towit:

OBJECTION

43. The Defendant Object to both the dues and the assessment levied upon all of his lots, all of which are without any structure or improvements.
44. This Objection is continual in the all lots that have been recorded in the Defendant's name are bare land with no buildings thereon.

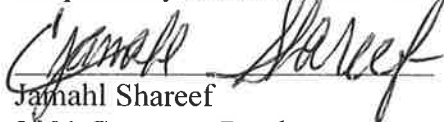
45. Objection is duly made seeing such dues and assessments without structure or improvements would at once be unfair and unjust considering Defendant had no knowledge of these fees prior to purchasing these lot at the tax sale where due diligence was made by the Defendant.

46. Objection is further made considering other homeowners that are within the community having the benefit and use to the club house, pool and other amenities that the Plaintiff may provide. Due to the fact that this Defendant do not have structures or improvements, such would at once be unfair to pay the same amount as those who have structures, buildings and improvement on their lots, while this Defendant does not.

47. WHEREAS, Defendant object to these fees of dues and assessment because Defendant HAD NO NOTICE!

48. WHEREFORE this Defendant has fully Answered and Objected to Plaintiff's Amended Complaint *in toto* and pray that the Court agrees that Defendant HAD NO NOTICE. Amen.

Respectfully submitted, for I am



Jamahl Shareef
3301 Covenant Road
Columbia, SC 29204
(772) 295-9193

CERTIFICATE OF SERVICE

I, Jamahl Shareef do hereby certify that I have served a true and correct copy of the Defendant's Answer and Objection upon the Plaintiff's Counsel by First Class Mail, (pre-paid) via the United States Postal Service this ²⁵ day of August, 2020 at the address listed below.

NEXSEN PRUETT, LLC
1230 Main Street, Suite 700 (29201)
P.O. Box 2426
Columbia, SC 29202
(803) 540-2026

Respectfully submitted, for I am



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BANKRUPTCY COURT
OF SOUTH CAROLINA


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Columbia, S.C. 29204



US Bankruptcy Court
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Columbia, S.C. 29201

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