

Yesterday you may have seen an article in the Greenville News about Holly Tree HOA and one of our homeowners. While we believe that the article was balanced as it relates to the party's relative positions we wanted to take the opportunity to clear up what we believe to be factual inaccuracies in the article, as well as provide background to this situation and the events that transpired. Essentially, we want to share with you what happened, how we got here, and the steps the Board took to try to avoid this situation.

### **Original Violations by Mr. Julien**

On February 10, 2017, Mr. Julien was sent a notice of violation of the covenants by Goldsmith Company, the HOA's property manager. The violations identified in the letter were 1) having a trailer on the property and 2) having a storage shed on the property. The letter informed Mr. Julien that having the shed and trailer on his property were violations of the covenants, and simply asked him to remove the items. On February 24, 2017, another letter was sent to Mr. Julien regarding the above-mentioned violations, as Mr. Julien had not yet removed the trailer or shed.

In March 2017, Holly Tree's property manager was driving around the property when he noticed full-scale construction being undertaken at Mr. Julien's home. Mr. Julien was having a sunroom constructed. As you are aware, before construction begins, the Architectural Review Committee must be notified and approve any such construction. Prior to the beginning of construction of the sunroom, Mr. Julien did not seek nor obtain approval for construction of the sunroom. With this new violation, and Mr. Julien's failure to remedy the two other ongoing violations, the HollyTree board decided to have our attorney, Kenison, Dudley & Crawford, send a cease and desist letter regarding the now three violations at Mr. Julien's house. The cease and desist letter was sent to Mr. Julien on March 20, 2017 and gave Mr. Julien until March 24, 2017 to remove the shed and trailer and until March 27, 2017 to submit the required paperwork for approval by the ARC for the construction of the sunroom.

### **Filing the Lawsuit and Temporary Restraining Order**

By March 31, 2017, although the Board had engaged in several conversations with Mr. Julien, the shed and trailer remained, and construction of the sunroom continued. As such, the Board had no choice but to file a lawsuit and seek a temporary restraining order. At the hearing for the temporary restraining order, HollyTree sought and the judge granted relief requiring Mr. Julien to immediately cease construction of the sunroom and seek approval from the ARC.

In April 2017, the Board learned that the trailer actually belonged to Mr. Julien's neighbor and thereafter the Board dropped all violations against Mr. Julien regarding the trailer.

Mr. Garland, the President of the Board at the time and a professional architect, helped Mr. Julien prepare the proper documentation for approval from the ARC, and the ARC approved construction of the sunroom.

### **Judgment Entered Against Mr. Julien**

Mr. Julien was required to answer the lawsuit against him within 30 days of being served the lawsuit. On May 23, 2017, and more than thirty days after being served with the lawsuit, Holly Tree sought a default judgment against Mr. Julien for a permanent injunction 1) requiring Mr. Julien to remove the shed.

On July 24, 2017, a default judgment hearing was held where the Court required Mr. Julien to remove the storage shed and pay Holly Tree's attorney's fees in the amount of \$2,500 per the provisions of the covenants. The order was officially entered on August 1, 2017.

### **Initial Attempt To Enforce The Judgment**

HollyTree sent a letter to Mr. Julien to remove the shed and pay the attorneys' fees as required by the Court's order, and yet Mr. Julien failed to do either. On September 22, 2017, our counsel filed a motion for contempt with the court to require that Mr. Julien comply with the previous order. In September and October, multiple emails were exchanged between the Board, our counsel and Mr. Julien, where despite repeated attempts, Mr. Julien refused to remove the shed or pay the attorneys' fees.

On November 6, 2017, after a hearing, the Court issued its first contempt order against Mr. Julien for failure to follow its initial order. The contempt order required Mr. Julien to remove the shed by December 1, 2017 and if he failed to do so then he would be held in contempt and required to pay Holly Tree the attorney's fees of \$3,641.74 which were incurred as a result of having to bring the contempt motion. It bears mentioning at this point that had Mr. Julien simply complied with the initial order and the contempt order and removed the shed by December 1<sup>st</sup>, that would have ended the proceeding and this entire affair. However, that was not to be the case.

### **Second Attempt To Enforce The Judgment**

By December 5, 2017, Mr. Julien still had not removed the shed and the Board was once again forced to go to the Court to try to enforce its prior ruling. On January 4, 2018 another hearing was held where the Court ordered that Mr. Julien remove the shed by January 12, 2018 and pay the \$3,641.74 in attorney's fees that was ordered previously as a result of Mr. Julien's failure to comply with the previous order. The Court allowed Mr. Julien 120 days to pay the fees. To the extent he did not comply with the order the Court made it very clear that although it did not want to do so, it would be left with no other choice but to incarcerate Mr. Julien for willful failure to comply with the Court's two previous orders.

Mr. Julien finally removed the shed in mid-January of 2018. However, Mr. Julien refused to pay the attorneys' fees. On May 14, 2018 Holly Tree, through its management company, sent a letter to Mr. Julien that the payment was due and needed to be paid. On June 18, 2018, our counsel also sent a letter to Mr. Julien that payment was due. These letters were sent to urge Mr. Julien to comply with the Court's order and avoid the Board from having to go back to court to enforce the previous order.

### **Third Attempt To Enforce The Judgment**

Unfortunately, Mr. Julien refused to comply with the order and on September 4, 2018 our counsel had to file yet another motion to seek the Court's assistance in having Mr. Julien comply. On December 20, 2018 the Court held a hearing and ruled that if Mr. Julien did not pay the attorneys' fees of \$3,641.74 by February 1, 2019 then a bench warrant would be issued for his arrest.

It should also be noted that prior to each hearing our counsel met with Mr. Julien and tried to find a way to avoid this situation but that Mr. Julien refused each time. As recently as this week, the Board offered to accept the fees ordered by the Court in a 36-month payment plan (\$100 a month) in

exchange for settling all matters with Mr. Julien including his continued meritless and baseless accusations of racism on the part of the Board, but again Mr. Julien refused.

We are providing this lengthy background so that you can appreciate that the Board has tried on countless occasions to resolve this matter and end the ongoing dispute with Mr. Julien. The fees being sought are funds that the Board was forced to expend because Mr. Julien refused to simply comply with the Court's order in November of 2017. While Mr. Julien contends that he did not violate the covenants, the Court found no merit in his arguments and has ruled that his actions were in fact violations. And although we were armed with that knowledge we still attempted to work with Mr. Julien on countless occasions to try and resolve these issues.

To be clear, Mr. Julien is not facing possible jailtime for violating the Holly Tree covenants, Mr. Julien may go to jail because he has willfully and blatantly violated three lawful court orders issued by two separate judges and this is the punishment the court has issued for his failure to comply.

Race has never played a part in any of the decisions that the Board has made in handling this matter. Since this issue began, HollyTree has been asked multiple times what are the racial statistics of the community and the fact is, that is not something that is or should be tracked by the HOA. We don't know the number of families in Holly Tree that contain persons of color, but contrary to Mr. Julien's statement, there are certainly more than two. Regardless, the Board cannot, do not and will NEVER ask or monitor our fellow residents' race, religion, ethnicity, or sexual orientation. The role of the HOA is simply to enforce the covenants and ensure that properties within our subdivision keep with the scheme and overall character of the neighborhood in order to maintain property values and a community wide standard. Ensuring these requirements benefits each of us.