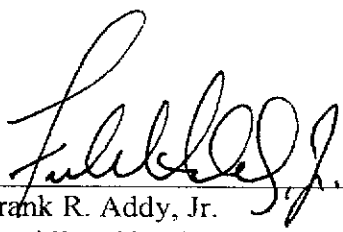


unforeseen additional restrictions placed on homeowner's property using the term "amendment" *does* protect residents from unanticipated hardships. Simply stated, Plaintiffs financed their property in anticipation of rental revenue helping pay the note and mortgage, and Defendant's *ex post facto* amendments have materially altered Plaintiff's position to their financial detriment.

Defendant's also assume that short and long-term leasing is an "unanticipated hardship" on residents because leasing is incompatible with "quiet enjoyment" of property. This argument ignores case law holding that leasing is not inconsistent with quiet enjoyment and therefore does not place unanticipated hardship on residents. To the extent that other residents may have to contend with occasional rowdy renters, such is the price one pays for living in a residential development as opposed to a more bucolic setting.

For the foregoing reasons, this Court DENIES Defendant's motion for reconsideration and reaffirms its prior findings and conclusions of law.



Frank R. Addy, Jr.
Presiding Circuit Judge

March 20, 2023
Greenwood, South Carolina