

Walter B Wall, Jr et al  
PLAINTIFF(S)

Jonathan Dye et al  
DEFENDANT(S)

**RECEIVED**  
**Sep 13 2021**  
**SC Court of Appeals**

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

This case began with the Plaintiffs seeking to enjoin Defendants Dye from constructing a cover over their dock. After hearing cross-motions for summary judgment and reviewing the additional record submitted in support of these competing motions, this Court finds that, while there were no other covered docks in the Shellmore subdivision at the time of the application, the restrictive covenants clearly provide for "boathouses," which allows not only for a cover over the dock but also for sides around the boat. Plaintiffs have next asserted multiple reasons why the corporate governance of the HOA has not been properly followed; however, after allowing the entire HOA membership to vote on the issue, the covered dock was approved by majority vote. Both sides contend this membership vote was not authorized by the covenants and the law. The Court knows of no other more democratic process.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/12/2021 .

Shellmore Homeowners Association Inc Director  
Case Party Info Protected

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

## **Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Plaintiffs' argument that the cover should be removed and the Dyes proceed with a new application under the circumstances of this case would serve no legitimate legal process other than to punish the Dyes on a procedural motion. This is not something this Court is willing to do under the facts of this case. Accordingly, Plaintiffs' Rule 59(e) Motion is respectfully DENIED.



Charleston Common Pleas

**Case Caption:** Walter B Wall Jr , plaintiff, et al VS Jonathan Dye , defendant, et al

**Case Number:** 2020CP1004185

**Type:** Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062