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SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

Marvin H. Dukes III, Circuit Court Judge

Appellant Case No. 2025-001031  
Case No. 2021-CP-07-01085  
Case No. 2020-CP-07-00989

R.V. Resort and Yacht Club Owners'  
Association, Inc., Securitas Services,  
Inc., Mike Morales, and Sunset, Inc., Respondent,

v.

Turner's Marina, LLC, Appellant.

MOTION TO CONSOLIDATE APPEALS AND STAY  
PROCEEDINGS PURSUANT TO RULE 214, SCACR

Appellant Turner's Marina LLC ("Turner") respectfully moves this Court, pursuant to Rule 214 of the South Carolina Appellate Court Rules ("SCACR"), for an order consolidating the above-captioned appeal and staying proceedings in Appeal No. 2025-001031 (the "Appeal"), including staying all Appellate deadlines under the SCACR; and to consolidate the Appeal with the future appeal in Case No. 2020-CP-07-00989, which is currently pending in the Beaufort County Court of Common Pleas, awaiting final order.<sup>1</sup>

#### **Factual Background**

This Appeal arises from the interpretation of a Lease and an Easement at Outdoor Resorts R.V. Resort and Yacht Club, a Marina and a 200-lot campground located on the northern tip of Hilton Head Island. The Marina and Campground (collectively the

<sup>1</sup> Counsel for Appellant has consulted with counsel for Respondents in a good faith effort to reach and accord regarding the consolidation and stay issues without Court intervention; however, no agreement was reached.

“Resort”) were co-developed in the early 1980s. The Resort was developed such that the relationship between the marina owner/declarant Appellant and the Lot Owners Association (Respondent) is governed by three primary documents: (1) Covenants and Restrictions and By-Laws (the “Covenants”), (2) a 99-year lease (the “Lease”) and an easement (the “Easement”). The Appeal primarily involves interpretations of the Lease, the Easement and the interpretation of a mediated settlement agreement.

The Circuit Court Case arises from a dispute involving the respective rights and obligations of the parties under the Covenants. The Circuit Court Case’s Complaint seeks a declaration of rights and responsibilities under the Covenants and a permanent injunction prohibiting the Defendant from interfering in Turner’s Marina’s Covenant-based lot rental program at the campground. The Defendant Association answered and filed various counterclaims. An Order ending case is expected in the very near future.

#### **Legal Standard**

**Rule 214, SCACR, provides: “Where there is more than one appeal from the same order, judgment, decision or decree, or where the same question is involved in two or more appeals in different cases, the appellate court may, in its discretion, order the appeals to be consolidated.”**

#### **Argument**

Unfortunately, the Appellate Courts are familiar with the Resort, having three (3) separate opinions of record. The first opinion issued on December 14, 2007, Opinion No: 2007-UP-56 (the 2007 Court of Appeals case). The second opinion issued in July 1, 2025, Opinion No: 2008-UP-332. The third issued from the Supreme Court in 2010. *See RV Resort & Yacht Club Owners Association Inc. v. Billybob’s Marina, Inc*, 386 S.C. 313, 688 S.E.2d 555 (2010) an appeal of the 2007 Case. Inherently multiple opinions create inconsistencies which create more litigation.

For the benefit of the Courts, the parties and any potential successors in title, the Appeal and the Circuit Court Case should be consolidated and all deadlines in the Appeal should be stayed until the Circuit Court Case can catch up. Both cases address issues that are integral to, and potentially dispositive of matters raised in the other. By addressing the cases as one, the Court can avoid inconsistent results, and conserve resources. A stay of

the Appeal and all associated deadlines, pending resolution of the Circuit Court Case and a consolidation will accomplish this.

Both appeals involve substantially the same parties, property, and overlapping factual and legal issues, including interpretation of the 1981 Covenants, the Lease, the Easement and the Settlement Agreement. The resolution of one case will directly impact the issues in the other. Consolidation is therefore warranted to promote judicial economy, avoid duplicative briefing, and ensure consistent rulings.

WHEREFORE, Appellant respectfully requests that this Court:

1. Stay all proceedings and associated deadlines in Appeal No. 2025-001031 pending resolution and appeal of the Circuit Court Case;
2. Consolidate the appeals in Case Nos. 2020-CP-07-0989 and 2021-CP-07-01085 pursuant to Rule 214, SCACR; and
3. Grant such other and further relief, or direction as the Court deems just and proper.

Respectfully submitted,

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