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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Opinion No. 6138
(S.C. Ct. App. filed February 18, 2026; refiled March 25, 2026) (Howard Adv. Sh. No. 12 at 13)
Appellate Case No. 2024-000794

Kenneth S. Hoffman, Linda J. Hoffman, Harold W. Walters,
Terrence Whitlock, and Barrie Whitlock, ...Petitioners

V.

Saad Holdings, LLC, and Carl L. Jones, as Personal Representative
of the Estate of Anne E. Jones, deceased, ...Respondents

PETITION FOR WRIT OF CERTIORARI

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CERTIFICATE OF COUNSEL

Counsel for Petitioner certifies that the Petition for Rehearing was made and finally ruled upon by the Court of Appeals on March 25, 2026.

QUESTIONS PRESENTED

Did the Court of Appeals err in affirming the circuit court's holding that Respondents were not in violation of the Restrictive Covenants, which provides "[n]o lot shall be used for other than residential purposes"?

A. The courts below mis-characterized Petitioners' reasons for seeking the injunction as "to enjoin [Respondent] from walking across his undeveloped real property" where the true reason was to prohibit any "use other than for residential purposes," such as purely recreational purposes.

B. Although the Court of Appeals correctly found the covenant is not ambiguous; however, the Court erroneously altered the inquiry into whether the use was "residential versus commercial" rather than "residential versus recreational" use.

C. The Court erroneously held Petitioners abandoned an argument regarding the Characterization of the Use since this is a factual dispute which the appellate court may resolve under its broad scope of review.

D. In mischaracterizing Respondents' use of the property as merely "walking to his docks," the Court of Appeals overlooked that Respondents were using the property to:

1. Acquire boat dock permits from the US Army Corps of Engineers;

2. Run utilities and services (power, water, etc.) to the docks;

3. Park vehicles; and

4. Access the boat docks;

And none of these uses are "residential uses" or incidental to "residential uses."

E. The Court of Appeals erroneously refused to address Petitioners' public policy arguments in this case.

STATEMENT OF THE CASE

This case involves a dispute between the parties regarding certain lots in Providence Point subdivision located in Anderson County, South Carolina. All of the lots are subject to residential restrictive covenants, and the dispute is over whether Respondents' uses of their lots are in violation of the restrictive covenants.

Petitioners sued Respondents on September 29, 2022, seeking a declaratory judgment as to the rights of the parties pursuant to the residential restrictive covenants. Petitioners sought a declaration that the Respondents' use of their property to (a) obtain boat dock permits from the US Army Corps of Engineers, (b) provide utility service to the docks, and (c) use the property for parking vehicles and to access the boat docks violates the restrictive covenants that restrict use of property in the subdivision to "residential purposes." Petitioners also sought an injunction prohibiting Respondents from using their property other than for residential purposes.

On November 2, 2022, Respondents filed their Answer and Counterclaim. Respondents sought a declaratory judgment that their use(s) of the property are not in violation of the restrictive covenants, or that compliance with the restrictive covenants has been waived. Petitioners filed a Reply to the Counterclaim on November 7, 2022 denying Respondents' assertions and reiterating the allegations of their Complaint.

On January 22, 2024, Petitioners filed a Motion for Summary Judgment asserting that there were no questions of material fact regarding Respondents' uses of their property being in violation of the restrictive covenants and that Petitioners were entitled to judgment as a matter of law. On January 23, 2024, Respondents filed their cross-Motion for Summary Judgment, likewise asserting that there were no questions of material fact regarding Respondents' uses of their property and that

Respondents were entitled to judgment as a matter of law. Respondents filed their Memorandum of Law with exhibits on March 29, 2024.

The matter was tried non-jury on April 9, 2024, in Oconee, South Carolina. The case originated in Anderson, SC and the parties agreed, due to scheduling reasons, to have the case heard in Oconee County. The parties' motions for Summary Judgment were dispensed with and incorporated by reference during oral arguments at the trial, and all exhibits were admitted into evidence without objection. In addition, the depositions of party witnesses were submitted and admitted into evidence. The parties were each given an opportunity to state their respective positions and the applicable law, after which the trial court took the matter under advisement before issuing its ruling.

On April 26, 2024, the Circuit Court issued an Order holding, among other things, that Respondent's boat docks are not violations of the Providence Point subdivision restrictive covenants as they are attached to the shoreline which is owned by the U.S. Army Corps of Engineers; that Respondents' walking across their lots to access these boat docks is not a violation of the restrictive covenants; that interpreting the restrictive covenants in the manner sought by the Petitioners would lead to an absurd result that violates public policy in that it would unreasonably interfere with the free use of property; that there is no evidence that Respondents' current use of their lots would constitute a nuisance or other violation of the Providence Point subdivision restrictive covenants; and denying Petitioners' request for an injunction and Respondents' counterclaims for attorney fees and costs.

Petitioners filed a Motion to Reconsider, Alter, or Amend Judgment on May 1, 2024, pursuant to Rules 59 and 60, SCRCP. The trial court denied Petitioners' Motion to Reconsider

without a hearing and issued a Form 4 Order on May 2, 2024. Petitioners appealed.

The Court heard arguments on November 12, 2025 and filed its opinion on February 18, 2025 affirming the trial court. Petitioners sought rehearing and on March 25, 2026, the Court of Appeals filed an amended opinion correcting a scrivener's error. Hoffman v. Saad Holdings, LLC, Op. No. 6138 (S.C. Ct. App. filed March 25, 2026) (Howard Adv. Sh. No. 12 at 13). Otherwise, the Court denied rehearing.

This Petition follows.

ARGUMENTS

The Court of Appeals Erred in Affirming the Circuit Court's Holding That Respondents Uses Were Not in Violation of the Restrictive Covenants

As this Court stated in *Hardy v. Aiken*:

> * * * Restrictions on the use of property will be strictly construed with all doubts resolved in favor of free use of the property, although the rule of strict construction should not be used to defeat the plain and obvious purpose of the restrictive covenants. *Taylor v. Lindsey*, 332 S.C. I, 4, 498 S.E.2d 862, 863 (1998). Restrictive covenants are contractual in nature. *Hoffman v. Cohen*, 262 S.C. 71, 75,202 S.E.2d 363, 365 (1974). The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it at the time of execution. *Taylor*, 332 S.C. at 4, 498 S.E.2d at 864.

369 S.C. 160,166,631 S.E.2d 539,542 (2006). See also *Seabrook Island Prop. Owners Ass'n v. Marshland Trust, Inc.*, 358 S.C. 655, 661, 596 S.E.2d 380, 383 (Ct. App. 2004) (noting that restrictive covenants are voluntary contracts); *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 270,363 S.E.2d 891, 894 (1987) ("Courts shall enforce such covenants unless they are indefinite or contravene public policy.").

The Covenant in this case provides "[n]o lot shall be used for other than residential purposes." It is a direct and unambiguous requirement that all lots must be used only for "residential purposes." Both the trial court and the Court of Appeals viewed the Covenant in a way that undermined and destroyed its essential purpose. This Court should grant this Petition, issue a writ of certiorari, reverse the Court of Appeals' opinion, and remand the matter for entry of judgment for Petitioners.

A. Both the Court of Appeals and the Circuit Court Mischaracterized Petitioners' Reasons for Seeking the Injunction as "To Enjoin [Respondent] from Walking Across His Undeveloped Real Property" Where the True Reason Was to Prohibit Any "Use Other than for Residential Purposes," Such as Purely Recreational Purposes

The Court of Appeals followed the circuit court's characterization of the action Petitioners brought as seeking "to enjoin [Respondent] from walking across his undeveloped real property." This is a non-serious view of the action that ignores the true reason Petitioners sought injunctive relief, that is, to require Respondents not to use their lots for "other than residential purposes," that is, for purposes that are purely recreational in nature unassociated with any residential purpose.

When the language creating restrictions on the use of property is unambiguous, the restrictions will be enforced according to their plain and obvious meaning. *Shipyard Prop. Owners' Ass'n v. Mangiaracina,* 307 S.C. 299,308,414 S.E.2d 795,801 (Ct. App.1992). The Covenant in this case is plain and straightforward, as were the set-back amendments adopted in August 2000, or twenty-one (21) years prior to Respondents' purchase of the property. A lot "shall not be used for other than residential purposes" and"[n]o residence shall be closer than twenty (20) feet to the front line, front lot line defined as that line bordering public street, nor nearer than ten (10 feet to any side lot line." (Brief of Appellant p. 5). Respondents were well aware of these restrictions prior to purchasing the property but went forward with the purchases anyway. These covenants are not restrictions on specific uses; rather they are affirmative obligations that require an owner, if using a lot, to use it for residential purposes only.

Respondents complain that due to setbacks they cannot build a residence on any of the lots. That well may be, but that is the situation they came to prior to their purchase. Having

knowledge of these restrictions, Respondents went forward and obtained dock permits, building docks on two of the lots. They have then installed electricity and water to the docks. They are using their lots for other than residential purposes in violation of the Covenant.

The Court of Appeals and the circuit court both erred in holding the restrictions in this case restrict any use of a lot for "other than residential purposes." This Court should grant this Petition, issue a writ of certiorari, reverse the rulings below, and remand the matter for further proceedings consistent with this Court's mandate.

B. Although the Courts Below Correctly Found the Covenant Is Not Ambiguous, both Courts Erroneously Altered the Inquiry into Whether the Use Was "Residential Versus Commercial" Rather than "Residential Versus Recreational" Use

The Court of Appeals disregarded Petitioners' arguments in this case that the restriction in the Covenant unambiguously required an owner to use property only for "residential purposes" and not for recreational purposes only that are unrelated to residential use. Instead, the Court relied upon cases that distinguished use for commercial purposes rather than residential purposes.

As discussed above, the Covenant in this case is plain and straightforward, as were the set-back amendments adopted in August 2000, or twenty-one (21) years prior to Respondents' purchase of the property. (Brief of Appellant p. 5). These covenants are not restrictions on specific uses; rather they are affirmative obligations that require an owner, if using the lot, to use it for residential purposes only.

The covenant is different from covenants that only contain express exclusions such as, "may not be used for business or commercial purposes" or "may not be used for agricultural

purposes" which would allow all other uses except for those prohibited uses. While the Court of Appeals and the circuit court engaged in a slippery slope analysis characterizing Petitioners' action as preventing Respondents from even walking on their property, that slope slips in all directions.

For example, under the circuit court's and Court of Appeals' view, an owner who lives in a subdivision that does not allow swimming pools could purchase a lot similar to Respondents' lots solely for the purpose of installing a pool on the lot so the owner's family has use of a pool. This use would not be for residential purposes as there is no "act of residing in a single-family dwelling" being conducted by the owner, and the use of the lot would be solely for recreational purposes, or incidental to recreational purposes.

Further, the owner only walks across the lot to access the pool. Under the Court of Appeals' holding in this case, the covenants allow pools and therefore the Homeowners' Association would have to allow the pool to be built despite no act of residing in a single-family dwelling. This would conflict with the overall character of the neighborhood.

The Court of Appeals also disregarded its own authority as well as authority from this Court in affirming the circuit court's ruling. *See Kinard v. Richardson*, 407 S.C. 247, 266-67, 754 S.E.2d 888, 898 (Ct. App. 2014) (finding the use of the property as an equestrian center that sold horses violated the restrictive covenant that prohibited "any use other than single-family residential use"). *Kinard cited Easterly v. Hall*, 256 S.C. 336, 343-44, 182 S.E.2d 671,674 (1971), in which this Court reviewed "deeds, plats and protective covenants and [held] that all conveyances made by the common grantor 'manifested a definite plan and purpose to develop her subdivision as a residential neighborhood.'"). *See, also, Maxwell v. Smith*, 228 S.C. 182,

193-94, 89 S.E.2d 280, 285 (1955) (interpreting a covenant restricting use of lots to "residential

purposes" and stating that a lake stocked with minnows and pools holding minnows for ultimate sale in a nearby city were elements of a commercial installation in violation of the covenant); *Id.* at 194-95, 89 S.E.2d at 286 (holding that even if the commercial use stopped, the lake and pools were on vacant lots and, therefore, must be viewed as "not incident to residential use").

The only evidence is that Respondent Saad made no use of his property that "involves the act of residing in a single-family dwelling" or for "residential purposes." This Court should grant this Petition, issue the writ of certiorari, reverse the courts below, and remand with instructions consistent with this Court's mandate.

C. The Court Erroneously Held Petitioners Abandoned an Argument Regarding the Characterization of the Use since this Is a Factual Dispute Which the Appellate Court May Resolve under its Broad Scope of Review

In question III of the Brief, Petitioners argued the trial court erred in characterizing the conduct Petitioners sought to enjoin as Respondents' merely walking across the lots to access a boat docks. (App. Br. pp. 13-15). The Court of Appeals declined to address the argument, deeming it abandoned "because [Petitioners] cite no authority to support the argument." *Hoffman,* (Howard Adv. Sh. No. 12 at 13, 17). This Court should reverse that ruling.

The Court of Appeals cited to *First Sav. Bank v. McLean*, 314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994) for the rule that "when a party fails to provide arguments or supporting authority for his assertion, the party is deemed to have abandoned the issue on appeal." In *McLean*, the appellant provided neither argument nor supporting authority but merely made "mere allegations of error" which this Court found was "not sufficient to demonstrate an abuse of discretion." *Id.*

The Court of Appeals misapplied *McLean.*

Here, Petitioners provided detailed argument over three pages of the brief with citations to the record, and while Petitioners did not restate the authority from prior portions of the brief, there was no need to do that to understand Petitioners' arguments. Petitioners expanded on their factual argument that the trial court mischaracterized the thrust of their argument. There was no need to re-cite to any cases in their argument as this was an action in equity permitting the appellate court to review the matter de nova and find its own facts, as Petitioners explained in the "Scope of Review" portion of their brief. *E.g., Fountain v. Fred's, Inc.,* 436 S.C. 40, 47,871 S.E.2d 166, 170 (2022) ("In an action at equity, tried by a judge alone, this Court's standard of review is de novo. *Lewis v. Lewis*, 392 S.C. 381, 385-86, 709 S.E.2d 650, 651-52 (2011). In short, '[w]e have jurisdiction in appeals in equity to find the facts in accord with our view of the preponderance or greater weight of the evidence, in the absence of verdict by jury.'").

The preservation rule applied in *McLean* and its progeny have to do with arguments an appellant makes asserting errors of law without citing to authority as to what the law is or why the court below misapplied it. *E.g., Whitehurst v. Town of Sullivan's Island*, 446 S.C. 137, 919 S.E.2d 402 (2025) (applying the rule where an appellant "cited no authority other than a passing reference to the Fourteenth Amendment to support her argument" where she was alleging violation of due process rights); *Brouwer v. Sisters of Charity Providence Hospital*, 409 S.C.
514, 763 S.E.2d 200 (2014) (applying the rule to a short conclusory argument not support by authority); *Emerson Electric Co. v. SC Dep't of Revenue*, 395 S.C. 481, 719 S.E.2d 650 (2011) (applying the rule where appellant's brief failed to contain a list of the particular issue to be addressed or a discussion and citation to authorities in making an Equal Protection argument);

Transportation Ins. Co. v. SC Second Injury Fund, 389 S.C. 422, 699 S.E.2d 687 (2010) (applying the rule where appellant made "a half-page argument" without citation to authority in an attempt to overcome the substantial evidence standard of review in a workers' compensation case); *Jinks v. Richland County*, 355 S.C. 341, 585 S.E.2d 281 (2003) (applying the rule where appellant included an issue in its "Statement of Issues on Appeal" but failed to argue the issue in the body of the brief).

This Court recently reminded the bench and Bar:

> We are mindful that issue preservation rules should not be applied in a technical manner as if this is some sort of game of "gotcha" elevating form over substance to trap trial lawyers so as to prevent the appeal of a legitimate issue. See [State v. Jones, 435 S.C. 138,145,866 S.E.2d 558,561 (2021)); *Herron v. Century BMW*, 395 S.C. 461,470, 719 S.E.2d 640,644 (2011) ("We are mindful of the need to approach issue preservation rules with a practical eye and not in a rigid, hyper-technical manner."). One primary purpose of our issue preservation rules is to "give the trial court a fair opportunity to rule." *Atl. Coast Builders & Contractors, LLC v. Lewi*s, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012) (quoting *Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp.,* 368 S.C. 342,373,628 S.E.2d 902,919 (Ct. App. 2006)). A trial court's opportunity to rule necessarily includes both parties being aware of the nature of the objection such that they may present their best arguments addressing that objection. This then serves another purpose of our rules-"meaningful appellate review." Id (quoting *Queen's Grant II Horizontal Prop. Regime*, 368 S.C. at 373, 628 S.E.2d at 919).

State v. Morales, 439 S.C. 600,609, 889 S.E.2d 551, 556 (2023). While the Court was discussing preservation at trial, the same policies apply on appeal. The Court of Appeals had a "fair opportunity to rule" based upon the arguments in the brief, including argument III. By deeming Petitioner's argument "abandoned," the Court of Appeals engaged in a hyper-technical, if not plainly erroneous, application of *McLean*.

This Court should grant this Petition, issue the writ, and reverse the Court of Appeals'

application of *McLean* to decline to address Petitioners' argument regarding the trial court's mischaracterization of Respondents' non-residential use of their property.

D. In Mischaracterizing Respondents' Use of the Property as Merely "Walking to His Docks," the Court of Appeals Overlooked Respondents' Actual Uses of the Property

The evidence was that Respondents were using the property to:

1. Acquire boat dock permits from the US Army Corps of Engineers for Lots 1, 2, and3;
2. Run utilities and services (power, water, etc.) to the docks;
3. Park vehicles; and
4. Access the boat docks.

None of these uses are "residential uses" or incidental to "residential uses."

Further, in response to Request for Admission, Petitioners asked "[Respondents] do not use Lot 1, Lot 2, or Lot 3 for any residential purposes," Respondents replied that they "admit there is no residence or any other structure located on the lots." (Brief of Appellant, p. 7). In his deposition, Gregory Saad testified he could not build on the lots and his "intentions are to continue to use the property, to have a place for our boat and our dock and our kids and we can go out there and enjoy the water, and that's it." (Brief of Appellant, pp. 8-9).

Once again, Respondents purchased the lots knowing about the limitations on uses permitted thereon. "Residential" means "used as a residence or by residents." Larsen v. Sayers, 563 P.3d 269 (Mont. 2025). "Residence" means "the act or fact of dwelling in a place for some time." Id. The Montana Court reversed a trial court that had concluded an owner's residential use

of property "encompasses engaging in recreational activities incident to human habitation" which included a motocross course. The Court held the key was whether the use is "consistent with residential use or an appurtenance necessary to the enjoyment of their house." *Id*. at 277. See also *Erthal v. May*, 736 S.E.2d 514,520 (N.C. App. 2012) ("residential usage requirement is satisfied if the property is used for the habitation of human beings and for those activities such as eating, sleeping, and engaging in recreation which are normally incident thereto").

Respondents conceded they may not construct a residence on any of the lots. Therefore, even if purely recreational activity were permitted (and it is not), it cannot be "normally-incident to" a residential use in this case.

This Court should grant this Petition, issue a writ of certiorari, reverse the Court of Appeals and remand this matter for proceedings consistent with this Court's mandate.

E. The Court of Appeals Should Have Addressed Petitioners' Public Policy Arguments

The Court of Appeals declined to address Petitioners' public policy arguments pursuant to *Futch v. McAllister Towing of Georgetown, Inc.,* 335 S.C. 598,518 S.E.2d 591 (1999) (declining to address remaining issues when resolution of a prior issue is dispositive). Petitioners argue it here because, as set forth above, the Court of Appeals erroneously affirmed the circuit court's order and that resolution should not have been dispositive.

As the Court of Appeals explained:

> "Words of a restrictive covenant will be given the common, ordinary meaning attributed to them at the time of their execution." *Taylor v. Lindsey*, 332 S.C. 1, 4, 498 S.E.2d 862, 863 (1998). "[T]he paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole

> document." *Id.* at 4,498 S.E.2d at 863-64 (quotation marks omitted). When "the language imposing restrictions upon the use of property is unambiguous, the restrictions will be enforced according to their obvious meaning." *Shipyard Prop. Owners' Ass'n v. Mangiaracina,* 307 S.C. 299,308,414 S.E.2d 795, 801 (Ct. App.1992). "A restriction on the use of property must be created in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property." *Taylor*, 332 S.C. at 5, 498 S.E.2d at 864 (citation and quotation marks omitted). However, this rule of strict construction '"should not be applied so as to defeat the plain and obvious purpose of the instrument."' [*S.C. Dep't of Nat. Res. v. Town of McClellanville*, 345 S.C. 617,622,550 S.E.2d 299,302 (2001)] (quoting *Taylor*, 332 S.C. at 4-5, 498 S.E.2d at 863-64).

Kinard v. Richardson, 407 S.C. 247, 257-258, 754 S.E.2d 888, 893-894 (Ct. App. 2014).

It is the nature of restrictive covenants to restrict somewhat the free use of property; that is their purpose. Respondents knew that only uses for residential purposes were permitted on lots in the subdivision prior to purchasing the lots at issue in this case. They do not reside on the lots, and they do not intend to do so. The only uses they intend to make of the lots, which are adjacent to property owned by the Lake Hartwell Corps of Engineers, is to obtain boat dock permits, run utilities across the property to the boat docks, park vehicles, and walk across the lots for access to the docks. There are recreational uses not associated with ordinary residential use, nor could they be since no residence will be constructed on any of the lots.

The circuit court ruled that the covenants made simple uses "impossible" and therefore violated public policy. However, the recreational uses were not impossible; they were impermissible. That is the nature of restrictions created by express terms prior to Respondents' purchase of any of the lots. *Reyner v. Stephens,* 289 S.C. 575,347 S.E.2d 878 (1986) ("Restrictions on the use of land may be created by express terms or by implication").

This Court should grant this Petition, issue a writ of certiorari, reverse the Court of Appeals and remand this matter for proceedings consistent with this Court's mandate.

CONCLUSION

For the reasons stated Petitioners respectfully request that this Court grant this Petition, issue a writ of certiorari to the Court of Appeals, review the decisions below, and hold that the Respondents' uses of their property for recreational purposes not incidental to residential purposes violates the plain language and intent of the Covenants applicable to their property.

Respectfully submitted,

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