THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable B. Alex Hyman, Circuit Court Judge

Appellate Case No. 2026-000666

R. Paul Benik, Jr., Anton F. B. R. Poster, Sr., Johann M. McCrackin, Timothy Wenzel, Lisa D. Abrams, Sherry S. Weatherly, Paula W. Benik, John D. Diehl, Lisa A Diehl, Paul H. Errickson, Linda M. Errickson, Saundra Pridgen, Jerry Steven Wilson, Dana Pridgen Wilson, Ronald K. Reynolds, Rasario Reynolds, Sarah F. Miles, V. Scott Miles, Vernon G. Miles, Sharon E. Miles, Deborah Floyd, Brooks M. Safrit, Woodrow S. Safrit, Sonia Heydt Living Trust, dated October 10, 2024, Giovanni Carapelli, Maxine Williams Trustee of the Maxine Williams Living Trust dated October 31, 2017, Van Raye Ritchie, Kim Ritchie, Timothy G. Martin, Rebecca A. Harrington and Brian J. Martin as Trustees of the Guy E. Marton and Ann M. Dozier Irrevocable Trust, dated January 25, 2017, Steven Alan Speares and Sylvia McCall Speares Trustees of the Speares Revocable Trust U/A/D September 24, 2019, Steven P. Lombardi, Lisa Lombardi, Michael J. Free, Pam C. Free, Julie A. Brooks, Charles B. Hall, Virginia G. Hall, Janice Lee Waine, Jennifer Rae Morris, Matthew G. Pivarnik, Wendy J. Pivarnik, William B. Burch, Sharon K. Burch, Henry Lawrence Sanderson, III Trustee of the Henry Lawrence Sanderson, II Revocable Trust dated January 9, 2020, Miriam R. Cromer, Robert Christopher Jones, Melissa Coghill Jones, Craig L. Lambert, Lisa M. Lambert, Darryl C. Williams, Mary Torrence Williams, David T. Taylor, Catherine T. Taylor Trustees of their Successors in Trust, to The Taylor Family Revocable Trust Agreement dated November 28, 2016, Natali Amaradasa, Shawn S. Kelley and Karen Albert as Trustees of the Shawn S. Kelley and Karen Albert Joint Revocable Trust dated April 25, 2024, Samuel D. Deep, Dianne Deep, Tumpie B. Bull, Joye S. Bull and Arcadian Shores Single-Family Residential Homeowners Association, Inc.,,..... Appellants,

v.

Arcadian Incorporated of Myrtle Beach, ... Respondent,

INITIAL BRIEF OF APPELLANTS

(SIGNATURE PAGE TO FOLLOW)

BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.

/s/ Howell V. Bellamy, III
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Myrtle Beach, SC
May 27, 2026

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STATEMENT OF THE CASE

Appellants brought this action for Declaratory Judgment, Injunctive Relief, and Negligence/Gross Negligence/Intentional Act on July 3, 2025. The relief Appellants generally seek includes a declaration that Appellants have easement rights to use the seventy-five (75) foot wide Arcadian Drive for access and temporary parking, injunctive relief enjoining Respondent from interfering with Appellants' easement, and a sum sufficient to adequately compensate the Appellants for the damages they have sustained as a result of Respondent's interference.

On August 1, 2025, Appellants filed an Amended Summons and Verified Complaint. Appellants then filed the subject Motion for an Expedited Emergency Temporary Restraining Order on August 14, 2025. Appellants' Motion seeks an Order restraining Respondent from blocking or otherwise restricting Appellants' access to their easement on Arcadian Drive.

On September 4, 2025, Respondent filed its Answer to Appellants' Verified Amended Complaint. On September 11, 2025, Respondent filed an Affidavit of Daniel Curtis, the director of Respondent. The following day, Respondent filed a Memo in Opposition to Appellants' Motion.

On September 15, 2025, the Honorable B. Alex Hyman held a hearing on Appellants' Motion, after which he took the matter under advisement. On October 14, 2025, Judge Hyman issued a Form 4 Order denying Appellants' Motion and instructed Respondent's counsel to draft a more detailed Order. On January 22, 2026, Judge Hyman issued an Order Denying Appellants' Motion for Temporary Restraining Order which set forth findings of fact and conclusions of law. On January 30, 2026, Appellants filed a Motion to Reconsider and then filed an Amended Motion to Reconsider on February 1, 2026. The Motion to Reconsider was denied without hearing on February 12, 2026. On March 11, 2026, Appellants filed the Notice of Appeal. The Court of Appeals dismissed the Appellants' Notice of Appeal on March 31, 2026 and sent remittitur on April 16, 2026. Appellants filed a Motion to Recall Remittitur and Set Aside Dismissal of Appeal

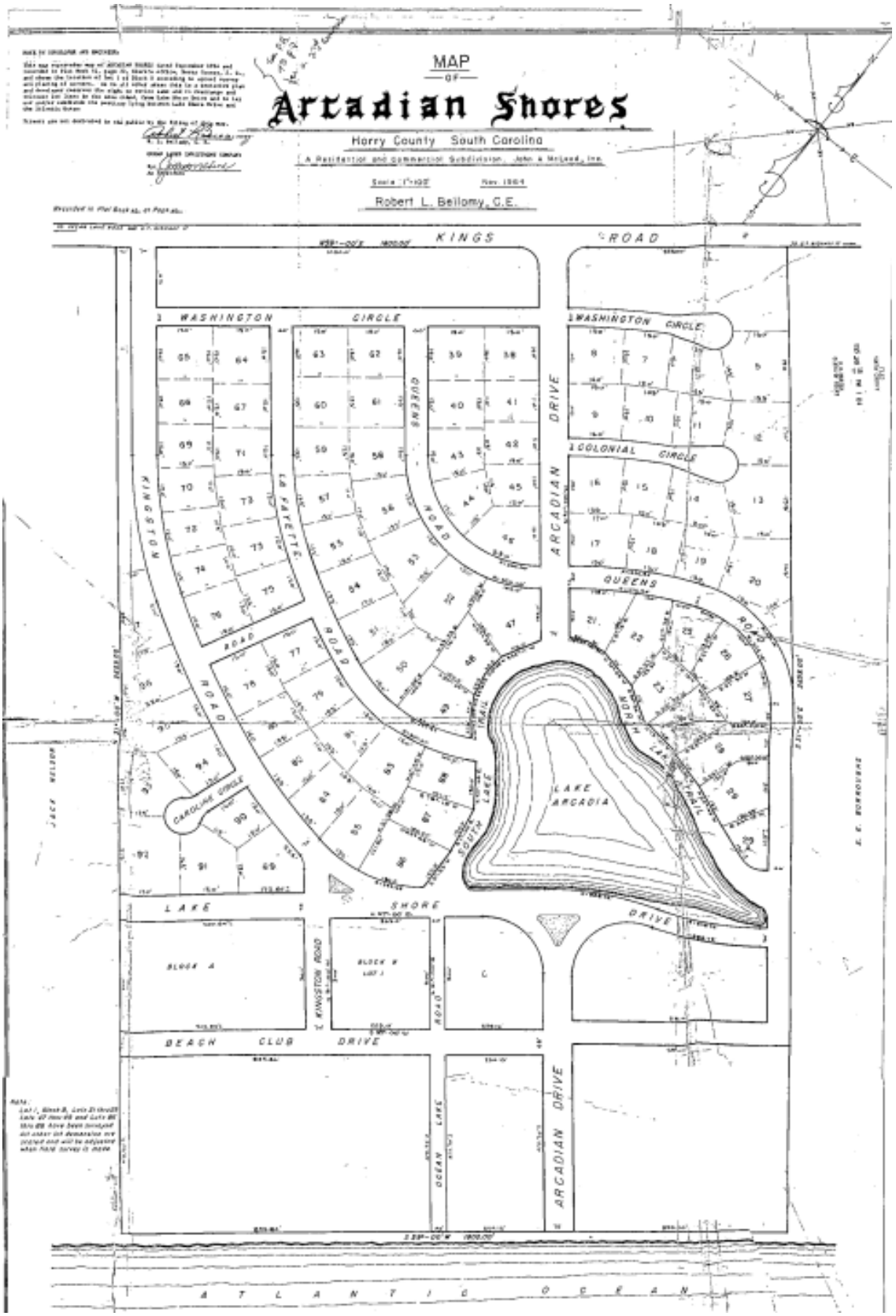
on April 22, 2026. Appellants also filed an amended Notice of Appeal with the corrected case caption on April 24, 2026. Furthermore, on April 27, 2026, Appellants filed a Motion for Extension of Time to File Initial Brief. Both Motions were granted by an Order by The Court of Appeals on May 19, 2026.

STATEMENT OF FACTS

Arcadian Shores is a residential and oceanfront subdivision in unincorporated Horry County, South Carolina. Ocean Lakes Investment Company, Inc., ("Developer" or "OLIC") developed the ocean-front subdivision in the 1960s, after acquiring the approximately 109.8-acre tract that became the subdivision by deed dated March 17, 1964, recorded in Deed Book 303 at page 408, later corrected by deed dated May 5, 1965, recorded in Deed Book 326 at page 137.

The subdivision was created by the recording of the "Map of Arcadian Shores," prepared by Robert L. Bellamy & Associates, Inc. and dated November 1964, revised February 1965, and recorded March 1, 1965, in Plat Book 43 at page 8, in the Office of R.M.C, Horry County, South Carolina.

The subdivision was planned and intended as a high-end residential and oceanfront community of 86 single family homesites with mixed commercial properties with supporting beach-access routes to the Atlantic Ocean and beachfront property. The subdivision plat reflected streets, roads, common areas and beach-access routes intended to connect residential lots to the Atlantic Ocean and the adjoining beachfront. A copy of the Maps of Arcadian Shores are included in Appellants' Verified Amended Complaint as Exhibits 40-A and 40-B. A snapshot for the Court's reference is set forth on the following page.


MAP
OF
Arcadian Shores
Horry County South Carolina
A Residential and Commercial Subdivision, John A. McLeod, Inc.
Scale 1"=100'
Nov. 1964
Robert L. Bellamy, C.E.
KINGS ROAD
WASHINGTON CIRCLE
COLONIAL CIRCLE
QUEENS ROAD
KINGSTON ROAD
LA FAYETTE ROAD
ARCADIAN DRIVE
CAROLINE CIRCLE
LAKE ARCADIA
NORTH LAKE TRAIL
SOUTH LAKE TRAIL
LAKE SHORE DRIVE
BLOCK A
BLOCK B
BLOCK C
KINGSTON ROAD
BEACH CLUB DRIVE
OCEAN LAKE
ARCADIAN DRIVE
ATLANTIC OCEAN

Arcadian Drive is a seventy-five-foot right-of-way terminating at the oceanfront property. Appellants submitted affidavits asserting that the width, location, and layout of Arcadian Drive, Ocean Lake Road, and Kingston Road were intended and designed to provide for ingress, egress, beach access, and reasonable temporary and non-obstructive parking at or near the beach-access points for homeowners in Arcadian Shores Subdivision. William G. Bellamy, P.E., who worked with Robert L. Bellamy Associates, Inc., stated that the widths of those roads were designed for ingress and egress, beach access to the beachfront area, including parking at the beach access points. Anton F. B. R. Poster, Sr, who was a former shareholder and Senior Vice President of OLEC in 1981, likewise stated that the developer intended the roads to remain private for the use of subdivision owners and residents for beach access and parking. Lastly, Appellants' affidavit evidence further showed that the width and layout of those roads were intentional design features enhancing the value and usability of off-ocean residential lots by allowing owners and residents to reach and enjoy the beachfront.

Appellants also submitted evidence of historical use. Paul Benik, Jr., Who had formerly worked for the Developer's real estate company known as John A McLoeod, Inc., stated that, beginning at least by the 1970s, subdivision homeowners commonly used Arcadian Drive, Ocean Lake Road, and Kingston Road to access the beach and to park at beach access points in a manner that did not prevent use of the roads by others. Appellants' position is not that any lot owner holds an absolute right to park without limitation, but that reasonable, temporary, non-exclusive parking at the beach access portion of Arcadian Drive is an ancillary use incident to the asserted beach-access easement.

The Developer thereafter conveyed lots within Arcadian Shores Subdivision by deeds referencing the recorded Robert L. Bellamy & Associates' subdivision map. Appellants contend

that, under South Carolina law, those conveyances created private easement rights in the platted subdivision roads, including Arcadian Drive, for the benefit of lot owners whose titles derive from deeds referencing the subdivision map.

In 1974 the Developer conveyed a parcel containing 2.7 acres (shown on Plat Book 54 at page 123) to Arcadian Properties, Inc. which parcel was later acquired by the Arcadian, Ltd. by deed dated December 4, 1972. The Arcadian, Ltd. then established The Arcadian Horizontal Regime ("the Arcadian I HPR") on the property by Master Deed dated June 3, 1974, recorded on June 4, 1974, in Deed Book 513 at page 139. It is important to note that Arcadian Road was never intended to be a common area of Arcadian I HPR; and, furthermore, the road was never incorporated as common area of the regime by amendment to the Master Deed and By-Laws of Arcadian I HPR. None of the deeds in the chain of title for the Arcadian HPR refer to the Subdivision Map or any similar map or plat of the Subdivision.

In 1981, subdivision lot owner Julia S. Haile brought an action against The Arcadian Incorporated of Myrtle Beach concerning obstruction of streets and roads shown on the subdivision map, including Arcadian Drive. In that action, the Master-in-Equity found that Ms. Haile and other subdivision lot owners had regularly and continuously used the streets and roads of the subdivision, including Arcadian Drive and Beach Club Drive, to gain access to the Atlantic Ocean. The court further found that obstruction of those streets caused major inconvenience and, at times, blocked vehicular access to the beach and made pedestrian access substantially less convenient. The Haile order is record evidence of the historic use of Arcadian Drive and the pre-dispute status quo.

During the Developer's dissolution process in 1982, the Developer conveyed certain property in the subdivision to Arcadian Shores Single-Family Residential Homeowners Association, Inc. ("ASSFR HOA") by deed dated January 8, 1982, recorded in Deed Book 734 at

page 199. The deed described property between the mean high-water mark of the Atlantic Ocean and various parcels near the beach, including Arcadian Drive, and recited that the property could be used for recreational purposes for the use and benefit of lot owners, unit owners, and parties having a right to utilize property in Arcadian Shores.

The Developer also conveyed certain property and rights by Corrective Quitclaim Deed to Real Estate dated June 8, 1982, recorded June 14, 1982, in Deed Book 750 at page 345. That deed conveyed title to streets and roads shown on the subdivision map, including Arcadian Drive, Lake Arcadia, common area rights, and a nonexclusive right and easement for access, ingress, and egress to and from the Atlantic Ocean and property abutting the Atlantic Ocean across streets, roads, and common areas shown on the subdivision map.

Appellants contend these instruments are consistent with, and confirmatory of, the broader beach-access rights arising from the recorded subdivision map and lot deeds.

From approximately 2000 through 2023, ASSFR HOA members used an identification/decal system to identify cars and golf carts of numbered residential lot owners and their guests. Appellants contend this identification system was used to monitor parking at the beach-access points of Arcadian Drive, Ocean Lakes Road, and Kingston Road, and functioned without major issue until July 2023.

On March 13, 2023, Arcadian Properties, Inc., pursuant to a "Corrective Title[1] to Real Estate," conveyed to The Arcadian Incorporated of Myrtle Beach, ("Arcadian I HOA") Parcel B containing 0.81 acres more or less, and more particularly shown on Plat entitled "SUBDIVISION PLAT OF PARCEL A & PARCEL B," prepared for Arcadian Properties, Inc. [sic] by Robert L.

[1] A copy of the "Corrective Title Deed" is attached to the Amended Complaint as **Exhibit 44**.

Bellamy & Associates, Inc. dated June 3, 2002 revised June 18, 2002 and recorded on July 29, 2002, in Plat Book 189 at Page 186, in the Office of the R.M.C. for Horry County, South Carolina. Furthermore, the purchased portion of Arcadian Road by Arcadian I HOA was expressly subject to all easements of record, including the private easements of Appellants shown on any recorded map or plat by Robert L. Bellamy & Associates, Inc. dated November 1964 and revised in February 1965.

The present dispute arose after Respondent, The Arcadian Incorporated of Myrtle Beach, began imposing and enforcing parking-control measures at the beach access portion of Arcadian Drive. Appellants submitted evidence that Respondent posted tow-away signage, installed fencing or barriers in or near the right-of-way, required an Arcadian I decal, required execution of a waiver, declined to recognize the Association's identification system, and towed at least one golf cart displaying Association identification. Appellants further asserted that Respondent allowed others, including persons outside the Arcadian Shores single-family subdivision, to park in the disputed area for an annual fee.

Respondent disputed Appellants' characterization. Daniel Curtis, a director of Respondent, submitted an affidavit stating that Respondent owns the disputed portion of Arcadian Drive, that the road remains open for travel and temporary parking, and that Respondent has implemented a decal, application, waiver, and no-parking-zone system to manage use, protect infrastructure, prevent unauthorized use, and reduce liability. Curtis further stated that Respondent does not deny physical access to ASSFR owners and that owners may walk, drive, or park on Arcadian Drive if they comply with Respondent's administrative requirements.

Appellants' position is that Curtis's affidavit confirms the central dispute: Respondent conditions Appellants' asserted easement use on acceptance of unilateral parking requirements

imposed by the servient owner. Appellants do not dispute that reasonable regulation of shared access may be permissible in appropriate circumstances**.** Rather, Appellants contend the circuit court erred by accepting Respondent's restrictions as reasonable without first determining whether Respondent had authority to impose them on claimed appurtenant and private easement holders, and without analyzing whether the waiver, decal, fee, towing practices, refusal to recognize Association credentials, and restrictions on guest use materially burden Appellants' asserted easement and property rights.

On July 24, 2024, Appellants' counsel sent Respondent a cease-and-desist letter by certified mail requesting that Respondent cease interfering with Appellants' claimed implied right to use and temporarily park in and along the beach-access portion of Arcadian Drive to reach the Atlantic Ocean and adjoining beachfront for recreational use and enjoyment of their properties. Respondent refused to cease the challenged unilateral parking restrictions.

Appellants subsequently moved for emergency temporary restraining order ("TRO") to preserve the pre-dispute claimed appurtenant and private easement beach access property rights pending litigation. Specifically, the Appellants sought the issuance of an Order of the Court "restraining [Respondent], and any and all individuals, entities, contractors or others acting in concert with [Respondent] or otherwise affecting the [Appellants'] access to the termination of Arcadian Drive at the Atlantic Ocean, from blocking or otherwise restricting [Appellants'] access to temporarily park in and along the beach access portion of Arcadian Drive until such time the Court can address and hear [Appellants'] Motion for a Temporary Injunction, to be scheduled at the Court's convenience."

The Circuit Court denied the motion, concluding that Appellants had not shown a likelihood of success, irreparable harm, or inadequacy of legal remedies, and that the requested relief would alter rather than preserve the status quo. This appeal followed.

STANDARD OF REVIEW

An order granting or denying temporary injunctive relief is reviewed for abuse of discretion. Strategic Res. Co. v. BCS Life Ins. Co., 367 S.C. 540, 627 S.E.2d 687 (2006) (citing County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902 (Ct. App. 2002). An abuse of discretion occurs when the circuit court's decision is unsupported by the evidence or controlled by an error of law. Strategic Res. Co., 367 S.C. 540, 627 S.E.2d 687. Although the decision to grant or deny temporary injunctive relief is discretionary, a court abuses that discretion when it applies the wrong legal framework, misapprehends the nature of the right asserted, or rests its decision on legally erroneous premises. Here, the circuit court's denial rested on an unduly narrow characterization of Appellants' claimed appurtenant and private easement rights, an incomplete analysis of Appellants' easement theories, and an erroneous application of the standards governing irreparable harm, adequacy of legal remedies, and preservation of the status quo.

ARGUMENT

I.

The circuit court erred by framing Appellants' asserted easement as a demand for unrestricted parking, rather than as platted beach-access rights, ingress and egress, and reasonable ancillary uses necessary to the enjoyment of those property rights.

The threshold error in the circuit court's order was its framing of the right at issue. The court stated that Appellants claimed "an easement permitting parking" and sought relief compelling Respondent to allow "unrestricted parking." That framing misstated Appellants'

position. Appellants do not claim an unlimited property right to park without regard to the rights of others. Appellants claim appurtenant and private easement-based beach-access rights, including ingress, egress, and reasonable temporary parking incidental to meaningful access to the Atlantic Ocean and adjoining beachfront.

That distinction matters. If the case is treated as one involving only a preference for unrestricted parking, the interference can be minimized as inconvenience. But if the case is properly treated as one involving alleged interference with subdivision lot owners' easement property rights in Arcadian Drive, then the analysis changes. The question becomes whether Respondent, as owner or controller of the servient property, may unilaterally impose new conditions, waivers, decal requirements, tow threats, fencing, signage, or exclusions that materially interfere with Appellants' historic beach-access rights.

South Carolina law protects the easement rights of purchasers who acquire lots with reference to a recorded subdivision plat. In Corbin v. Cherokee Realty Co., 229 S.C. 16, 24, 91 S.E.2d 542, 546 (1956), the Supreme Court held that by subdividing and platting property into lots and streets and selling lots with reference to the plat, the developer manifests an intent that purchasers receive the easements, privileges, and advantages represented by the plat. Blue Ridge Realty Co. v. Williamson likewise recognizes that purchasers of lots with reference to a subdivision plat acquire the right to use the streets shown on the plat. 247 S.C. 112, 119–20, 145 S.E.2d 922, 925 (1965).

The circuit court's narrow focus on express parking language caused it to analyze the wrong property interest. Appellants' claimed appurtenant and private easement includes use of Arcadian Drive for beach access, ingress, egress, and reasonable incidental uses historically associated with that access, such as temporary parking for more than fifty years by Appellants and

other residential property owners in the subdivision. By failing to analyze the claimed easement at that level, the circuit court understated the seriousness of Respondent's interference and incorrectly treated the dispute as a matter of administrative burden or convenience.

II.

The circuit court erred by treating the absence of express parking language as dispositive, without analyzing the Appellants' implied, plat-based, deed-based, and historical-use evidence that temporary, non-exclusive parking may be a reasonable incident of beach access. Specifically, in light of the above, the circuit court erred in concluding that "[Appellants] have not met their burden establishing a likelihood of success on the merits."

The circuit court emphasized that no deed, plat, or recorded instrument expressly grants parking rights over the disputed portion of Arcadian Drive. But Appellants did not rely solely on an express grant of a parking easement. They relied on broader principles governing platted subdivision roads, implied easements, and reasonable ancillary use of a beach-access easement.

An easement for access, ingress, and egress is not limited to the bare act of passing over land if surrounding circumstances show that additional incidental uses are reasonably necessary to its enjoyment. Nor does the absence of the word "parking" end the analysis. The question is whether temporary, non-exclusive parking at the beach-access point is a reasonable use incidental to the asserted easement, consistent with the subdivision's design, historical use, and the rights of others entitled to use the road.

South Carolina law recognizes implied easements arising from deed references to recorded plats. In Inlet Harbour v. S.C. Department of Parks, Recreation & Tourism, 377 S.C. 86, 92, 659 S.E.2d 151, 154 (2008), the Supreme Court stated the general rule that when an owner conveys subdivided lots and references the plat in the deed, the owner grants lot owners an implied easement over streets appearing in the plat. "Generally, when a deed references a plat that contains

an easement, an implied easement arises even though the deed itself is silent." Gooldy v. Storage Center-Platt Springs, LLC, 422 S.C. 332, 338, 811 S.E.2d 779, 782 (2018) (citing McAllister v. Smiley, 301 S.C. 10, 12, 389 S.E.2d 857, 859 (1990)). "Stated differently, a presumption of an implied easement arises unless rebutted by a specific, contrary intention by the grantor." Id. (citing Newington Plantation Estates Ass'n v. Newington Plantation Estates, 318 S.C. 362, 365, 458 S.E.2d 36, 38 (1995) ("Absent evidence of the seller's intent to the contrary, a conveyance of land that references a map depicting streets conveys to the purchaser, as a matter of law, a private easement by implication with respect to those streets, whether or not there is a dedication to public use.")). In Murrells Inlet Corp. v. Ward, the Court of Appeals reinforced protection for recorded plat easements, holding that lot purchasers "acquired the right to use this easement to the full extent that it is indicated in the plat" regardless of the grantor's claimed intentions. 378 S.C. 225, 236, 662 S.E.2d 452, 457 (Ct. App. 2008). The court emphasized that "by recording the easement on the plat, Ms. Ward evidenced an intention to grant that easement to any future lot owners in the subdivision" and that "it would now be unfair to deny Murrells Inlet Corp ('MIC") the right to the full use and enjoyment of the easement as indicated in the plat." Id.

"Where land is subdivided, platted into lots, and sold by reference to the plats, the buyers acquire a special property right in the roads shown on the plat. If the deed references the plat, the grantee acquires a private easement for the use of all streets on the map." Id. at 455–56. The easement referenced in the plat is dedicated to the use of the owners of the lots, their successors in title, and to the public in general. Id. at 456.

"'[A]ccording to the great weight of judicial opinion, the lot purchaser is entitled to the use of all the streets and ways, near or remote, as laid down on the plat by which he purchases.'" Blue Ridge Realty Co. v. Williamson, 247 S.C. 112, 120, 145 S.E.2d 922, 925 (1965) (quoting Billings

v. McDaniel, 217 S.C. 261, 265, 60 S.E.2d 592, 593–94 (1950)). Such purchasers acquired every easement, privilege, and advantage which the plat represented as belonging to them. Id. By subdividing and platting this property into lots and streets and selling and conveying lots with reference to the plat, such purchasers acquired every easement, privilege, and advantage which the plat represented as belonging to them. Corbin v. Cherokee Realty Co., 229 S.C. 16, 24, 91 S.E.2d 542, 546 (1956).

Appellants' Verified Amended Complaint confirms that Appellants and other lot owners purchased their residential lots in reliance upon the subdivision plat, which shows beach access and other access for all lot owners along Beach Club Drive and Arcadian Drive, and that Appellants and numerous other lot owners in the subdivision have regularly and continuously used the streets and roads of the subdivision to gain access to the beach. Appellants' affidavits provide multiple factual bases for arguing that parking was part of the intended and historic use of Arcadian Drive:

- William G. Bellamy, P. E. states the widths of Arcadian Drive, Ocean Lakes Road, and Kingston Road were designed for ingress/egress and beach access, "including parking." The widths of Arcadian Drive (75'), Ocean Lakes Road (40'), and Kingston Road (70') in Arcadian Shores Ocean Front Development Subdivision ("Arcadian Shores") were specifically designed for ingress and egress and gaining access to the beachfront area, including parking in and along their beach access points and termination by homeowners who resided in Arcadian Shores Subdivision.[2]

- Anton F. B. R. Poster, Sr. gives a detailed developer-intent narrative, including that roads were kept private but intended for owners' "beach access and parking. "the developers (again, Messrs, Brown, McLeod and Poster) were always careful to ensure that the roads would not be dedicated to the public but would remain available for the private use of owners and residents of the Subdivision for beach access and parking.[3]

- Paul Benik, Jr. provides firsthand historical-use evidence that homeowners customarily parked at the beach access points and that Arcadian I has since installed

[2] Affidavit of William G. Bellamy, attached **as Exhibit 48 to Appellants' Verified Amended Complaint.**

[3] **Affidavit of Anton F. B. R. Poster, Sr., attached as Exhibit 47 to Appellants' Verified Amended Complaint.**

signs, a fence, and tow-away warnings. It was usual, frequent and customary for homeowners of these residences to park their automobiles at the beach access points of Arcadian Drive, Ocean Lake Road and Kingston Road to enjoy the beach, as the subdivision layout was designed, in order for all property owners of the subdivision to fully and conveniently enjoy the beach. Since 2023, Arcadian I has sold annual parking privileges to property owners outside the subdivision, and encroached into the Arcadian Dr R/W installing tow-away-way signs, a fence across part of Arcadian Drive, and signs that say "No Public Beach Access."[4]

- Allen Jeffcoat, Esquire, provides expert support tying the plat, lot deeds, and South Carolina easement principles together. Although neither the Subdivision Map nor the deeds described above specifically mention the uses that the Plaintiffs may make of such easement and property interest by implication, such uses necessarily and impliedly include the right for pedestrian and vehicular access and to park vehicles in an on Arcadian Drive in a reasonable way in common with the rights of others entitled to make use of Arcadian Drive.[5]

- Allen Jeffcoat, Esquire, provides expert support tying that: "It is obvious to me (as a professional) that the purpose of the design of the Subdivision (a high-end, substantial oceanfront community) as revealed by the layout of the Subdivision Map is to provide an unrestricted access across all of Arcadian Drive to the Atlantic Ocean and the Atlantic Ocean beachfront to all of the owners of numbered lots in the Subdivision Map. By "access," I mean at least the right and easement for pedestrian and vehicular access to and from the beachfront across all of Arcadian Drive, all in furtherance of such owners' right to use such easement, and the right to park vehicles on Arcadian Drive.[6]

As for the requirement of showing a likelihood of success on the merits, a party seeking a TRO or preliminary injunction is "not required to prove an absolute legal right when seeking a preliminary injunction, but [she] must present a reasonable question as to the existence of such a right." AJG Holdings, LLC v. Dunn, 382 S.C. 43, 51, 674 S.E.2d 505, 509 (Ct. App. 2009); see

[4] **Affidavit of R. Paul Benik, Jr., attached as Exhibit 41 to** Appellants' Verified Amended Complaint.

[5] Affidavit of Appellants' Expert Allen Jeffcoat, Esquire, attached as **Exhibit 49** to Appellants' Verified Amended Complaint.

[6] Affidavit of Appellants' Expert Allen Jeffcoat, Esquire, attached as **Exhibit 49** to Appellants' Verified Amended Complaint.

also Williams v. Jones & Amerman, 92 S.C. 342, 75 S.E. 705 (1912) ("This does not mean an absolute legal right or certainty of success but rather that he has a fair question to raise as to the existence of such a right."). Courts have broadly construed this element, and a litigant is required to do little more than state a cause of action or make a prima facie showing. County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902 (Ct. App. 2002); Childs v. Columbia, 87 S.C. 566, 70 S.E. 296 (1911).

Here, the evidence in the record supports a prima facie showing of an implied easement for temporary, non-exclusive parking at the beach-access point as a reasonable incident of beach access, consistent with the subdivision's design, historical use, and the rights of others entitled to use the road. For example, the subdivision map: showing lots, blocks, streets, and beach-access routes, was recorded in 1965. The Developer sold lots with reference to that map. Arcadian Drive was platted as a seventy-five-foot road leading to the oceanfront. Appellants' affidavits and expert evidence explained that the roads' widths, length, location, and layout were designed to provide beach-access, ingress, egress, and reasonable temporary parking for the subdivision's off-ocean residential owners. The Haile order further confirms that subdivision lot owners historically used Arcadian Drive and other roads to gain access to the beach, including temporary parking.

In general, courts nationally seem to hold that while neither the individual lot owners nor the owners of the roads have any absolute right to park vehicles on the easement and right-of-way area, each of them has a right to park thereon at such times and in such a manner as not to interfere with its use by others entitled to such easement and right-of-way. See Right to Park Vehicles on Property Way, 37 A.L.R.2d 944 (1954) (citing Benson v. Prevost, 277 N.C. App. 405, 413, 861 S.E.2d 343, 349 (2021) (scope of dominant tenement owners' rights to use driveway easement

over neighboring property included the right to park vehicles within easement area, but did not include the right to park vehicles in a way that obstructed entire width of easement)).

Based upon the foregoing principles of law, the circuit court erred in neglecting to assess alternative easement theories, which show, at a minimum, that Appellants have an implied easement on Arcadian Drive with non-exclusive parking as a reasonable incident of beach access despite the absence of express parking language. The court, therefore, abused its discretion by resolving the TRO request under an unduly narrow view of the asserted property right and easement.

III.

The circuit court erred in applying a too demanding irreparable-harm standard by requiring near-complete denial of beach access and ancillary parking.

The circuit court erred in its application of the irreparable-harm standard. Under South Carolina law, "[i]rreparable injury means that the injunction is reasonably necessary to protect the property rights of the plaintiff pending the litigation." FLANAGAN, SOUTH CAROLINA CIVIL PROCEDURE at 508. South Carolina law has long recognized that a temporary injunction is an appropriate remedy to protect a plaintiff's property rights, including those acquired under an easement. Transcon. Gas Pipe Line Corp. v. Porter, 252 S.C. 478, 480–81, 167 S.E.2d 313, 314–15 (1969) (temporary injunction prohibited construction over an easement) (citing Darlington Oil Co. v. Pee Dee Oil & Ice Co., 62 S.C. 196, 40 S.E. 169 (1901); Alderman & Sons Co. v. Wilson, 69 S.C. 156, 48 S.E. 85 (1904); Marion County Lumber Co. v. Tilghman Lumber Co., 75 S.C. 220, 55 S.E. 337 (1906); AJG Holdings, LLC v. Dunn, 382 S.C. 43, 674 S.E.2d 505 (Ct. App. 2009) (injunction issued to preserve rights where the ability to call police or money damages would not protect easement rights); Xanadu Horizontal Prop. Regime v. Ocean Walk Horizontal Prop.

Regime, 306 S.C. 170, 410 S.E.2d 580 (Ct. App. 1991) (enjoining unilateral change to easement as depicted on publicly recorded plat)).

As set forth above, interference with a real-property right or easement is often treated as difficult to quantify and thus irreparable, especially where recurring interference alters use during the litigation. Irreparable harm can exist from interference with a unique real-property right even when some alternative access exists. The circuit court in this instance required near-total denial rather than material interference with easement rights. South Carolina law does not require such a demanding standard. "It is well established that the owner of a right of way for ingress and egress has the right to use the full width of the area or strip having definite boundaries unhampered by obstructions placed thereon." Xanadu Horizontal Prop. Regime v. Ocean Walk Horizontal Prop. Regime, 306 S.C. 170, 172, 410 S.E.2d 580, 581–82 (Ct. App. 1991) (citations omitted).

1. Additionally, the court erred by concluding Appellants have not established irreparable harm because it found that Arcadian Drive is not the sole means of beach access available to Appellants in the subdivision. This is not the law or standard in South Carolina. For example, the Blue Ridge Realty court explicitly addressed this issue, stating that lot owners are "entitled to enjoin other landowners, who also purchased according to such map, from closing a portion of such street on the vacation thereof, since they have a special property right or easement in the street, although not abutting on the portion closed and although they have ample means of ingress and egress notwithstanding the closing." Blue Ridge Realty Co. v. Williamson, 247 S.C. 112, 122, 145 S.E.2d 922, 926 (1965) (emphasis added). This principle recognizes that easement rights are property interests that cannot be diminished simply because alternative routes exist.

In Martin v. Bay, 400 S.C. 140, 732 S.E.2d 651 (Ct. App. 2012), the Court of Appeals addressed access-point disputes, noting that "in determining the extent of the easement (number of access points or routes), consideration must be given to what is essentially necessary to the enjoyment of the [dominant estate]." However, this analysis focused on practical access needs rather than eliminating existing rights, as the court ultimately allowed the dominant-estate owners to continue their established pattern of use rather than forcing them to use a longer alternative route. Id. The Court of Appeals in Xanadu Horizontal Property Regime v. Ocean Walk Horizontal Property Regime, 306 S.C. 170, 410 S.E.2d 580 (Ct. App. 1991), reinforced this principle, holding that "the grant of easement in issue here is specific in its terms as to the easement's width, length, and location. Since it is so, the easement cannot be constricted to any degree by the placement of parking spaces thereon." Id. at 171, 410 S.E.2d at 581. The court rejected arguments that alternative access justified interference with the specific easement rights. Id.

Based upon the foregoing principles of law, the circuit court erred in applying a too-demanding irreparable-harm standard. For example, the court incorrectly determined or implied in its order that Appellants had not proven irreparable harm because Arcadian Drive was not the sole means of beach access and ancillary parking available to Appellants in the subdivision.

IV.

The circuit court erred in concluding Appellants' legal remedies were adequate for ongoing interference with the Apellants' appurtenant and private easement and real-property rights.

The circuit court erred in finding that declaratory judgment and damages are adequate remedies at law when the dispute concerns the existence and scope of property rights. These remedies will not adequately compensate for continuing loss of beach access, seasonal use,

goodwill, convenience of homeowners, or repeated impairment of property rights. A temporary injunction is appropriate and necessary in this case.

"Whether there is an adequate remedy at law for a wrong, [is a] question[] that [is] not decided by narrow and artificial rules." Kirk v. Clark, 191 S.C. 205, 4 S.E.2d 13, 15 (1939). "The adequacy of a legal remedy is a pragmatic determination based upon the certainty of fixing damages, the practicality of obtaining relief, and the efficiency of the legal remedy in the particular circumstances." FLANAGAN, SOUTH CAROLINA CIVIL PROCEDURE at 508. The mere uncertainty of fixing the measure of monetary damages may be sufficient to justify injunction. Kirk, 4 S.E.2d at 16. Stated differently, the ability to redress injury by money damages does not make injunctive relief improper. Id. The true standard of whether injunctions should issue is whether a legal remedy is somehow ineffective or impractical because threatened injury may continue or be magnified during the progress of the litigation.

Even if declaratory judgment or damages were adequate remedies in this case, the South Carolina Supreme Court has held that, "[i]f the available legal remedy in a given case reduces itself to a matter of words, rather than to a matter of efficacy, because of its impracticability, or because the threatened acts may continue during the progress of an action at law, or because successive actions at law would be necessary to protect the plaintiff's rights, equity will hold that the existence of the legal remedy is not an obstacle to the exertion of the equitable power." Columbia Broadcasting Sys., Inc. v. Custom Recording Co., 258 S.C. 465, 189 S.E.2d 305, 312 (1972).

V.

The circuit court erred by misidentifying the status quo by focusing on Respondent's later-imposed unilateral parking procedures rather than pre-dispute use.

The circuit court erred in holding that "the requested relief would alter, not preserve, the status quo by compelling [Respondent] to abandon existing, neutrally applied procedures."[7] The circuit court misidentified the status quo. Appellants historically parked and used the beach-access area on Arcadian Drive before Respondent instituted its new waiver of liability, access fees payment, decal, and parking-enforcement procedures without Appellants' permission. The status quo was non-obstructive beach-access use, not Respondent's later-imposed waiver of liability, access fees payment, decal, and parking-enforcement procedures.

A preliminary injunction should be issued to preserve the status quo ante. Poynter Invs., Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 586, 694 S.E.2d 15, 17 (2010). Status quo ante is the situation that existed before something else occurred. BLACK'S LAW DICTIONARY, Status Quo Ante. The status quo to be preserved by a TRO or preliminary injunction is not the circumstances existing at the moment the lawsuit or interim injunction request was actually filed, but the "***last uncontested status between the parties which preceded the controversy***." Aggarao v. MOL Ship Mgmt. Co., 675 F.3d 355, 378 (4th Cir. 2012) (internal citations omitted) (Emphasis added). "***To be sure, it is sometimes necessary to require a party who has recently disturbed the status quo to reverse its actions***," but as the Tenth Circuit has explained, "***[s]uch an injunction restores, rather than disturbs, the status quo ante.***" Id. (internal citations omitted) Emphasis added).

The status quo arising from the subdivision plats discussed above was confirmed in the Final Judgment and Permanent Injunction Order issued by Master-in-Equity Breeden, recorded on April 19, 1982. In 1981 and 1982, Appellants' expert witness, Allen Jeffcoat, Esquire, was counsel for the plaintiff Julia S. Haile ("Ms. Haile") in a case captioned Julia S. Haile v. The Arcadian

[7] [7] Order Denying Temporary Restraining Order p. 5, ¶ 2.

Incorporated of Myrtle Beach, bearing Horry County Civil Action No. 81-CP-26-1816. In that case, the successful plaintiff Ms. Haile was the owner of Lot 51 in the Arcadian Shores subdivision, and the defendant, Arcadian HOA I (Respondent in this lawsuit), was the manager of the condominium regime known as The Arcadian I Horizontal Property Regime. The Master-in-Equity Breeden found that Arcadian I HOA of the Arcadian I Horizontal Property Regime was wrongfully encroaching upon and obstructing the streets and roads shown on the Robert L. Bellamy & Associates, Inc.'s Subdivision Map, including Arcadian Drive. In that case, the main issue in dispute was the extent and scope of Ms. Haile's private easement and property interests in Arcadian Drive's beach-access point or termination, the same road and issue in dispute in this case.

The circuit court erred in holding "the requested relief would alter, not preserve, the status quo by compelling [Respondent] to abandon existing, neutrally applied procedures."[8] The circuit court misidentified the status quo. Appellants historically parked/used the beach-access area on Arcadian Drive before Respondent instituted its new waiver of liability, access fees payment, and decal systems and other parking procedures without the Appellants' permission. The status quo is ***"non-obstructive parking,"*** not Respondent's newly imposed unilateral parking regulation procedures and/or money-making schemes. (Emphasis added).

A preliminary injunction should issue to preserve the status quo ante. Poynter Invs., Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 586, 694 S.E.2d 15, 17 (2010). Status quo ante is the situation that existed before something else occurred. BLACK'S LAW DICTIONARY, Status Quo Ante. The status quo to be preserved by a TRO or preliminary injunction is not the circumstances existing at the moment the lawsuit or interim injunction request was actually filed, but the "***last uncontested status between the parties which preceded the controversy***." Aggarao

[8] Order Denying Temporary Restraining Order p. 5, ¶ 2.

v. MOL Ship Mgmt. Co., 675 F.3d 355, 378 (4th Cir. 2012) (Internal citations omitted) (Emphasis added). "*To be sure, it is sometimes necessary to require a party who has recently disturbed the status quo to reverse its actions," but as the Tenth Circuit has explained*, "[***s*uch an injunction restores, rather than disturbs, the status quo ant**e." Id. (Internal citations omitted) (Emphasis added).

The status quo which arises from the subdivision plats discussed above, was confirmed in the Final Judgment and Permanent Injunction Order" issued by Master-In-Equity Breeden, recorded on April 19, 1982. In 1981 and 1982, Plaintiffs' expert witness, Allean Jeffcoat, Esquire, was counsel for the Plaintiff Julia S. Haile in a case captioned Julia S. Haile v. The Arcadian Incorporated of Myrtle Beach, bearing Horry County Civil Action No. 81-CP-26-1816. In that case, the successful Plaintiff was the owner of lot 51 in the Subdivision, and the Defendant, Arcadian HOA I (Respondent in this lawsuit), was the manager of the condominium regime known as Arcadian I Horizontal Regime. The Master-in-Equity Breeden found that Arcadian I HOA of the Arcadian I condominium regime was wrongfully encroaching upon and obstructing the streets and roads shown on the Subdivision Map, including Arcadian Drive. In that case, the main issue in dispute was over the extent and scope of the lot owner's private easement and property interests in Arcadian Drive's beach access point or termination, ***the same road and issue in dispute in this case***. (Emphasis added).

The Master-in-Equity held:

> …the Plaintiff and numerous other lot owners in the subdivision have regularly and continuously used the streets and roads of the subdivision (including Arcadian Drive and Beach Club Drive) to gain access to the beach of the Atlantic Ocean, which is a major attraction and value to lot owners in the subdivision. It is also not disputed that the erection and maintenance of the fence obstruction is a major inconvenience to the Plaintiff and other lot owners, and on occasion completely blocks vehicular

> access to the beach and makes pedestrian traffic substantially less convenient.

The Master-in-Equity also held:

> I find that the facts of this case come squarely within the facts and law outlined in the controlling case of Blue Ridge Realty Company, Inc. v. Williamson, 145 S.E.2d 922 (1965), to the effect that the Plaintiff, as an owner of a lot sold and conveyed with reference to recorded plats of the Arcadian Shores subdivision, has private easements in all streets shown on the plats, and is entitled to an order enjoining owners of other lots or tracts in the subdivision from obstructing or encroaching upon such streets and requiring them to remove such obstructions that they have heretofore erected.

It is Arcadian I HOA's unilateral actions and later-imposed parking enforcement procedures without permission from Appellants which have upset the status quo. A TRO or temporary injunction would serve to restore the status quo established by the Robert L. Bellamy & Associates, Inc.'s Subdivision plat and confirmed by the Master-in-Equity Breeden in the Haile Order.

VI.

The circuit court erred in accepting Respondent's later imposed waiver of liability/decal, access fee payment and parking restrictions scheme as reasonable without analyzing whether a servient owner may condition a appurtenant and private easement use on such later-imposed parking requirements.

The circuit court erred in holding that Respondent's waiver/decal and access fees scheme did not unreasonably burden the servient estate. Contrary to the evidence in the record and South Carolina law, the court ruled that Respondent's procedures are reasonable, nondiscriminatory, and narrowly tailored to protect property and infrastructure. There is no evidence in the record to support this finding and conclusion, and the circuit court failed to analyze whether a servient owner may institute such conditions to interfere with Appellants' property interest and implied easement. Respondent may not.

"It is well established that the owner of a right of way for ingress and egress has the property right to use the full width of the area or strip having definite boundaries unhampered by obstructions placed thereon." Xanadu Horizontal Prop. Regime v. Ocean Walk Horizontal Prop. Regime, 306 S.C. 170, 172, 410 S.E.2d 580, 581–82 (Ct. App. 1991) (citations omitted). The law in South Carolina and around the nation reveals that Respondent cannot interfere with Appellants' property interest and implied easements. In Howorka v. Harbor Island Owners' Ass'n, Inc., the South Carolina Court of Appeals held that the grantor of an easement retains dominion and use of servient land only to the extent his actions do not interfere with the grantee's reasonable enjoyment of the easement. 292 S.C. 381, 385, 356 S.E.2d 433, 436 (Ct. App. 1987). Then, in Xanadu Horizontal Property Regime v. Ocean Walk Horizontal Property Regime, the Court of Appeals explained that when the width, length, and location of an easement for ingress and egress have been set forth in a plat or other instrument, the rights under the easement exist as to all of the land within the easement, and no party may occupy or obstruct any portion of it. 306 S.C. 170, 172, 410 S.E.2d 580, 581–82 (Ct. App. 1991). These holdings and conclusions in South Carolina are consistent with courts nationwide. See Bloomfield v. Weakland, 224 Or. App. 433, 199 P.3d 318 (2008) (servient owner enjoined from interfering with use and maintenance of pathway easement to beach); Savannah Jaycees Found., Inc. v. Gottlieb, 273 Ga. App. 374, 615 S.E.2d 226 (2005) (landowner ordered to remove fence which restricted access to recreational easement); Snead v. C & S Props. Holding Co., 279 Va. 607, 692 S.E.2d 212 (2010) (landowner directed to remove fence and other obstructions from roadway easement).

Respondent has acknowledged interference with Appellants' use and enjoyment of the easement. During the hearing, Respondent's counsel stated that Appellants could use the easement as long as they "accede to the fact that they don't have unfettered right to — to park." This is

consistent with Respondent's affidavit stating that the regulations Respondent has implemented on Arcadian Drive prevent homeowners from walking, driving, or parking on Arcadian Drive if they do not comply with the regulations. Respondent has attempted to impose regulations such as access fees, parking restrictions, reductions in the width of access, waivers of liability, and permit decals. These regulations are contrary to South Carolina law.

Access fees are permissible only when the servient estate owner or association has prior exclusive control rights established through recorded covenants. Howorka, 292 S.C. 381, 356 S.E.2d 433. The Howorka decision established that fee authority must be grounded in prior recorded rights rather than unilateral imposition by servient estate owners. The association's authority derived from a recorded "***Declaration of Covenants and Restrictions" that granted "[t]he right of the Association to establish reasonable rules and regulations through the By Laws and to charge reasonable admission or other fees for the use of the Common Areas***." Id. at 383, 356 S.E.2d at 434. (Emphasis added). Without such prior recorded authority, servient estate owners cannot impose access fees as new parking regulations.

Any parking restrictions or physical obstructions that narrow specifically dimensioned easements constitute unreasonable interference. Xanadu Horizontal Property Regime, 306 S.C. 170, 410 S.E.2d 580. The decision in Xanadu established strong protection for specifically dimensioned easements. Id. The court held that "**where the width, length and location of an easement for ingress and egress have been expressly set forth in the instrument the easement is specific and definite**" and "**the easement cannot be constricted to any degree by the placement of parking spaces thereon**." Id. at 171, 410 S.E.2d at 581. (Emphasis added). The Xanadu court rejected tolerance for physical interference with recorded easement dimensions, stating that "***[i]t is well established that the owner of a right of way for ingress and egress has***

the right to use the full width of the area or strip having definite boundaries unhampered by obstructions placed thereon." Id. at 172, 410 S.E.2d at 581–82. (Emphasis added).

Courts apply heightened scrutiny to restrictions that materially impede access rights. In Davis v. Epting, the South Carolina Court of Appeals found that where subdivision easement rights are extensive, approaching the level of public easement use, restrictions blocking vehicular access are difficult to justify as reasonable. 317 S.C. 315, 454 S.E.2d 325 (Ct. App. 1995). The court noted that "given the extensive use of Virginia Lane, it is difficult to conceive of a method of limiting access that would be reasonable." Id. at 319, 454 S.E.2d at 328.

Our courts apply heightened scrutiny to restrictions that materially impede access rights. In Davis v. Epting, the South Carolina Court of Appeals found that where subdivision easement rights are extensive, approaching the level of public easement use, restrictions blocking or interfering with vehicular access are difficult to justify as reasonable. 317 S.C. 315, 454 S.E.2d 325 (Ct. App. 1995). The court noted that "given the extensive use of Virginia Lane, it is difficult to conceive of a method of limiting access that would be reasonable." Id. at 319, 454 S.E.2d at 328.

Finally, the Supreme Court has held that an easement such as the easement at issue in this case is "deemed a part of the property to which the grantee is entitled and of which he cannot be divested except by due process of law." Carolina Land Co. v. Bland, 265 S.C. 98, 106, 217 S.E. 2d 16, 20 (1975). Respondent's unreasonable interference is not permitted. Similar to the Xanadu case, Respondent's unilateral parking procedures unreasonably restrict and/or limit the width and use of Appellants' easement and property interest and therefore, the interim injunction sought by Appellants should have been granted.

VII.

The circuit court erred by employing the balancing of equities test because it was improper to do so when analyzing a Motion for a TRO or preliminary injunction.

The circuit court erred in employing the balance of equities requirement in this case.[9] Our supreme court has held,

> [T]he "balancing the equities" requirement is neither necessary nor appropriate in a preliminary injunction case[ ] where the three requirements (irreparable harm, success on merits, and inadequate remedy at law) are well established and clearly delineate the burden of proof and of persuasion. Moreover, the balancing requirement is subsumed by irreparable harm and inadequate remedy at law components of the three-part test.

Poynter, 387 S.C. at 587, 694 S.E.2d at 17. The court further noted, "[T]here is no separate requirement that a judge perform such a balancing before deciding to issue a preliminary injunction." Id. at 586, 694 S.E.2d at 17.

Here, even assuming a balancing-of-equities analysis was necessary and appropriate in this case, the court still incorrectly found that "the balance of equities favors the [Respondent], who seeks to regulate use of its property in a reasonable manner to prevent overburden and physical damage." This is an incorrect finding and conclusion by the circuit court for the reasons set forth above, including but not limited to:

1. "It is well established that the owner of a right of way for ingress and egress has the right to use the full width of the area or strip having definite boundaries unhampered by obstructions placed thereon." Xanadu Horizontal Prop. Regime v. Ocean Walk Horizontal Prop. Regime, 306 S.C. 170, 172, 410 S.E.2d 580, 581–82 (Ct. App. 1991).

2. Access fees are not reasonable here because access fees are permissible only when the servient estate owner or association has prior exclusive control rights established through recorded covenants. Howorka, 292 S.C. 381, 356 S.E.2d 433.

[9] [9] Order Denying Temporary Restraining Order p.5, ¶ 3.

3. Restrictions blocking vehicular access are difficult to justify as reasonable. Davis v. Epting, 317 S.C. 315, 454 S.E.2d 325 (Ct. App. 1995).

4. Any parking restrictions or physical obstructions that narrow specifically dimensioned easements constitute unreasonable interference. Xanadu Horizontal Property Regime, 306 S.C. 170, 410 S.E.2d 580.

5. "No parking Zone on Southside of Arcadian Drive to allegedly to avoid damage to the underground infrastructure"[10] per the Affidavit of Daniel Cutis. Appellants did not consent to this. See In Corbin v. Cherokee Realty Co., 229 S.C. 16, 24–25, 91 S.E.2d 542, 546 (1956) Supreme Court held that "[Appellants] acquired every easement, privilege and advantage which the plat represented as belonging to them. Accordingly, [Arcadian I HOA] could not without the consent of Appellant[s] change the location or width of [Arcadian Road]"). Accordingly, "No parking Zone on South Arcadian Drive" violates the principle of law in Corbin v. Cherokee Realty Co., 229 S.C. 16, 24–25, 91 S.E.2.

CONCLUSION

For the foregoing reasons, the Court of Appeals should reverse the circuit court's order denying Appellants' Motion for TRO and remand for entry of interim TRO or injunctive relief, pending trial. At a minimum, the matter should be reversed and remanded for consideration with instructions to evaluate the motion under the proper legal framework—one that addresses the asserted easement and property right as a claim of beach access, ingress, and egress, and that considers whether temporary parking is a reasonable ancillary use incidental to that access under the plats, deeds, and record evidence reflected in in the Record on Appeal.

(SIGNATURE PAGE TO FOLLOW)

[10] Affidavit of Danial Curtis, p. 4, ¶ 1.

BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.

*/s/ Howell V. Bellamy, III*_____

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