

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)
)
The Enclave at Fairview Farm)
Homeowners' Association, Inc.,)
)
)
Plaintiff,)
)
vs.)
)
Susan B. Spiegel,)
)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
Case Number: 2025-CP-01570

ORDER FOR TEMPORARY
INJUNCTIVE RELIEF

RECEIVED
May 28 2026

SC Court of Appeals

This matter comes before the Court pursuant to a motion for temporary injunctive relief (the "Motion") filed on April 7, 2025, by the Plaintiff. The Enclave at Fairview Farm Homeowners' Association, Inc. ("Plaintiff" or "Enclave"). The Motion sought to enjoin Defendant Susan B. Spiegel ("Defendant" or "Spiegel") from undertaking any construction, modification, or alteration on the easement granted by Defendant Spiegel on January 24, 2025 (the "Easement"). Specifically, the Motion sought to prevent the installation of what Plaintiff contends is a commercial water line on Defendant Spiegel's property. After notice duly having been provided to all parties, a hearing was scheduled before the undersigned at 9:30 a.m. on Friday, May 16, 2025, in the Spartanburg County Court of Common Pleas via WebEx. Present at the hearing were R. Mills Ariail, Jr. and Justin D. Mihalic representing the Plaintiff, and Bill Young, representing the Defendant. The Court received documents, affidavits and submissions concerning the matter at bar and heard arguments from counsel.

STANDARD FOR AWARD OF TEMPORARY INJUNCTIVE RELIEF

To obtain injunctive relief, "[t]he plaintiff's complaint must allege facts sufficient to constitute a cause of action for injunction and demonstrate it is reasonably necessary to protect the legal rights of the plaintiff pending the action." *AJG Holdings, LLC v. Dunn*, 382 S.C. 43, 50-

51 (Ct. App. 2009) (internal citations omitted). Generally, for a preliminary injunction to be granted, “the plaintiff must establish that (1) he would suffer irreparable harm if the injunction is not granted; (2) he will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. *Id.*, at 51 (citing *Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004).

The purpose of an injunction is to “preserve the status quo and prevent possible irreparable injury to a party pending litigation.” *Peek v. Spartanburg Reg’l Healthcare Sys.*, 367 S.C. 450, 455 (Ct. App. 2005).

“Generally, a restrictive covenant will be enforced regardless of the amount of damage that will result from the breach and even though there is no substantial monetary damage to the complainant by reason of the violation.... The mere breach alone is grounds for injunctive relief.” *Siau v. Kassel*, 369 S.C. 631, 640-41, 632 S.E.2d 888, 893 (Ct. App. 2006).

FINDINGS OF FACT

1. On October 15, 2013, The Enclave, through its property owners, executed and filed an Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Enclave at Fairview Farm (hereinafter the “2013 Covenants”). All property owners in The Enclave, including Defendant Susan Spiegel, signed off on the 2013 Covenants.

2. Per *Article II, Section C* of the 2013 Covenants, “[a]ll Lots are hereby restricted to residential, equestrian and agricultural farm use and no structure shall be erected, placed, altered or permitted to remain on any Lot other than one single family dwelling, and any other accessory structure customarily incidental to the residential, equestrian or agricultural farm use of such Lots.”

3. On January 24, 2025, Defendant Spiegel granted a non-exclusive right-of-way easement to a third-party, Blue Sky Associates, LLC (“Blue Sky”), for the purpose of installing a water line through her property, which Plaintiff argues is commercial in nature, in exchange for One Thousand, Six Hundred Dollars (\$1,600). The Easement was recorded with the Spartanburg County Register of Deeds in Book 150-B, Pages 19-22.

4. Specifically, the Easement states, “[Spiegel] desires to grant to [Blue Sky], its successors and assigns, a perpetual and non-exclusive right-of-way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing a water line or lines, include valves or other necessary appliances in, upon, under, over, through and across the lands of [Spiegel] from E. Frontage Road near the southeastern boundary of [Spiegel’s] property, to allow [Blue Sky] to obtain water services from the Inman-Campobello Water System, its successors, assigns, subsidiaries, or parent organization(s).

5. Blue Sky owns a parcel of land adjacent to Defendant and other properties of the Enclave, which it seeks to develop into a commercial RV Park.

6. Prior to granting the Easement, Defendant Spiegel did not consult with any members of The Enclave, nor did she submit a request to the Board of Architectural Review (the “BAR”) to obtain approval for the commercial water line, as required under the 2013 Covenants.

7. Plaintiff has submitted affidavits attesting to the irreparable harm Plaintiff and its members would suffer absent injunctive relief. Plaintiff also submitted a 2021 Water Quality Assessment conducted by Mountain-to-Sea Ecological in support of its position.

8. Based on the foregoing, I find that Plaintiff has presented *prima facie* evidence that irreparable harm would result if an injunction is not granted.

9. Plaintiff has submitted a copy of the 2013 Covenants as part of the record, and Defendant has acknowledged the 2013 Covenants govern Lots within the Enclave.

10. Based upon Plaintiff's submissions and the clear language of the 2013 Covenants limiting Lots to "residential, equestrian, or agricultural use", I find that Plaintiff has demonstrated a *prima facie* likelihood of success on the merits in that the Easement for the water line does not fall within "residential, equestrian or agricultural use."

11. Plaintiff argues a temporary injunction is needed to preserve the status of the Easement until the case can be heard on the merits because there is an inadequate remedy at law. Plaintiff is not seeking a monetary judgment, but preservation of the Easement in accordance with the terms of the 2013 Covenants. The Court finds Plaintiff has an inadequate remedy at law and an injunction is the appropriate relief.

12. Under Rule 65(c) of the South Carolina Rules of Civil Procedure, upon the granting of a temporary injunction, a bond is required in the amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained. Based upon Defendant having been paid One Thousand Six Hundred Dollars (\$1,600.00) for the easement, I find that a bond in the amount of \$1,600 is required to be posted.

13. Finally, because the "determination of whether to grant an injunction should not be based on the merits of the underlying case except insofar as the merits may assist the trial court in determining whether a *prima facie* showing has been made" to support a temporary injunction. *MailSource, LLC v. M.A. Bailey & Assocs.*, 356 S.C. 363, 368, 588 S.E.2d 635, 638 (Ct. App. 2003) (citing *Transcon. Gas Pipe Line Corp. v. Porter*, 252 S.C. 478, 481, 167 S.E.2d 313, 315 (1969)). "Once a *prima facie* showing has been made entitling the plaintiff to injunctive

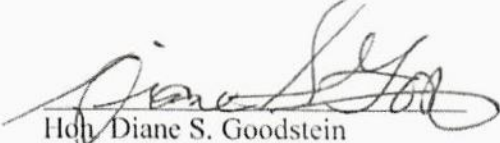
relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits." *Helsel v. City of North Myrtle Beach*, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992). "A temporary injunction is made without prejudice to the rights of either party pending a hearing on the merits." *Id.*

IT IS THEREFORE ORDERED THAT:

- (1) Plaintiff's Motion for Temporary Injunctive Relief is hereby GRANTED.
- (2) Defendant Spiegel is hereby enjoined from any action in furtherance of any construction, improvement, building or other work whatsoever on the Easement;
- (3) The injunction granted is binding upon the Defendant, her agents, servants, employees, and attorneys, and upon those persons or entities in active concert or participation with Defendant or other third parties who receive actual notice of the order for temporary injunction by personal service or otherwise pursuant to Rule 65(d) SCRPC;
- (4) A bond in the amount of One Thousand Six Hundred Dollars (\$1,600.00) must be posted by the Plaintiff in accordance with Rule 65(c) SCRPC.
- (5) This temporary injunction is to remain in effect until further order of this Court.

The parties may seek to extend, modify, or dissolve the temporary injunction upon new or additional evidence, changes in circumstances, or other reasons deemed acceptable and appropriate by the Court.

AND IT IS SO ORDERED.


Hon. Diane S. Goodstein
Presiding Judge, Seventh Judicial Circuit

7-22, 2025
Spartanburg, South Carolina