IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R Scarborough, Charleston County Master- in-Equity

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Case No. 2011-CP-10-9513

Appellate Case No. 2014-002742

AMH-Ashley Marina, LLC, and AMH Management, LLC ....Appellants,

v.

The Harborage at Ashley Marina Horizontal Property Regimes, The Harborage at Ashley Marina Condominium Association, Eddie McCoy, Stuart Reeves, Brian Swan, Rich Cone, and Ed Miskotten, individually, ... Respondents

INITIAL BRIEF OF APPELLANTS

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April 24, 2015

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STATEMENT OF ISSUES ON APPEAL

I. DID THE COURT ERR IN RULING THAT PARAGRAPH 2.3 OF THE MASTER DEED DID NOT GRANT APPELLANTS A LONG-TERM RIGHT TO MANAGE THE HARBORAGE AT ASHLEY MARINA CONDOMINIUM ASSOCIATION?

STATEMENT OF THE CASE

This is a declaratory judgment action to determine the rights and obligations of Appellants, AMH-Ashley Marina, LLC, and AMH Management, LLC (hereinafter collectively referred to in the singular as "AMH"), and Respondents, The Harborage at Ashley Marina Horizontal Property Regimes, The Harborage at Ashley Marina Condominium Association, Eddie McCoy, Stuart Reeves, Brian Swan, Rich Cone, and Ed Miskotten, individually (hereinafter collectively referred to in the singular as "Ashley Marina"), under the Master Deed (hereinafter referred to as the "Master Deed") for the Harborage at Ashley Marina Horizontal Property Regime (hereinafter referred to as the "HRP")[1]. AMH initiated this action on December 22, 2011, in the Charleston County Court of Common Pleas seeking a declaratory judgment as to the enforceability of Paragraph 2.3(a) of the Master Deed. Ashley Marina answered and counterclaimed on February 22, 2012, seeking a declaration that Paragraph 2.3(a) did not create a perpetual management right and to bar AMH's interference with the HRP's management decisions going forward[2]. The case was transferred to the Charleston Master-In-Equity by order of reference on January 30, 2013. AMH and Ashley Marina stipulated to the facts, submitted deposition testimony to the trial court, and a hearing on the merits took place before the Honorable Mikell R. Scarborough on June 23, 2014 By order in dated September 19, 2014, the lower court held that Paragraph 2.3(a) did give AMH a perpetual

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1 There are also several other causes of action and issues involved in this matter which are not germane to the issues involved in this appeal Since those causes of action and issues turn on the outcome of the issues before this Court involved in this Appeal, this Court will need to remand this matter back to the Charleston County Court of Common Pleas for further proceedings after reversing the lower court's erroneous order

2 Both parties agreed that Appellant would retain its management rights pending the outcome of this litigation

management right. AMH filed a Motion to Alter or Amend, pursuant to Rule 59(e), S C R Civ.P. on October 2, 2014, arguing that the lower court erred in finding Paragraph 2.3(a) of the Master Deed unenforceable due to its incorrect evaluation under contract law Following a hearing on November 17, 2014, the court denied Appellant's motion to alter or amend and issued its final Order on November 25, 2014. A notice of appeal to this Court followed on December 23, 2014.

FACTS[3]

AMH is the developer and declarant of HRP which is an unincorporated horizontal property regime which is located at 33 Lockwood Boulevard, Charleston, South Carolina. HRP was developed pursuant to a Master Deed and is subject to the South Carolina Horizontal Property Regime Act (hereinafter referred to as the "Act")[4].

The Master Deed creates individual condominium units as defined therein, consisting of certain "wet slips" (hereinafter referred to as "Units") as well as common elements, as likewise defined therein (hereinafter referred to as "Common Elements"). The Units were conveyed to various persons, subsequent to the recording of the Master Deed. Each Unit owner also owns the Common Elements, as set forth in the Master Deed. Each Unit Owners is too a members of Respondent The Harborage at Ashley Marina Condominium Association, Inc. (hereinafter referred to as the "Association") a South Carolina nonprofit corporation

The Master Deed was recorded in the Office of the Register of Messene Conveyances for Charleston County, South Carolina, on April 29, 2005, in Deed Book V-534, at Page 308[5]. The Association's by-laws were recorded at the same time. Pursuant to Section 2 1 of the Master Deed, "[t]he administration of the . [Ashley Marina], maintenance, repair, and replacement of the Common Elements . . [is] the responsibility of the Association. . . ."

Also contained within the Master Deed is the following provision·

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3 Prior to the hearing on this matter, both parties submitted a Joint Stipulation of Facts to the Court Unless otherwise noted, the above facts are taken from the stipulation

4 Sections 27-31-10 through 27-31-440, CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended

5 There have been five (5) recorded amendments to the Master Deed since its original recording, but none of those amendments are at issue in this action

2 3 Agreements.

The Association will and hereby is authorized to enter in to such contractual agreement, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Condominium and maintenance, repair, and replacement of the Common Elements, subject, however, to the following limitations:

(a) Property Manager; Agreement With Declarant Or Affiliate; Termination Only For Cause.

On or before the date of recording this Master Deed, the Declarant shall cause the Articles of Incorporation of the Association to be filed with the Secretary of State of South Carolina, the appointment of a Board of Directors and Officers of the Association to be made, the Bylaws to be ratified, confirmed and adopted, and an initial budget for the Association to be adopted Additionally, the Association shall enter into an agreement for the management of the Condominium with the Declarant or an affiliate of the Declarant, which management agreement shall provide that it may be extended in the sole discretion of the "Manager" under said agreement and may not be terminated by the Association expect in the event it is terminated by the Association for cause as a result of the Manager's gross negligence or criminal activity in the discharge of such management duties assigned to it under the management agreement.

(emphasis added).

STANDARD OF REVIEW

Declaratory judgment actions are neither legal nor equitable, instead, the nature of the action depends on the underlying issues. *Felts v Richland County*, 303 S.C. 354, 400 S.E.2d 781 (1991). The interpretation of a deed is an equitable matter; therefore, this court reviews the evidence to determine the facts in accordance with its view of the preponderance of the evidence. *Heritage Fed Sav & Loan v Eagle Lake & Golf*, 318 S.C. 535, 458 S.E.2d 561 (Ct.App.1995)(interpretation of master deed and allied documents). Declaratory judgment actions are liberally construed to settle legal rights and remove insecurity from legal relationships without awaiting a violation of the relationships. *Power v McNair*, 255 S.C. 150, 177 S.E.2d 551 (1970); *Park v Safeco Ins Co of Am*, 251 S.C. 410, 162 S.E.2d 709 (1968).

ARGUMENT

I. THE LONG-TERM RIGHT TO MANAGE ASHLEY HAROR MARINA IS A VALID, UNAMBIGUOUS RESTRICTIVE COVENANT CONTAINED WITHIN THE MASTER DEED, AND THE COURT MUST ENFORCE THE COVENANT AS WRITTEN.

This case is simple. At its core, Ashley Marina seeks an involuntary hostile judicial transfer of property rights belonging to AMH to Ashley Marina which Ashley Marina neither purchased nor bargained for. Simply stated, Ashley Marina is unhappy with in Paragraph 2.3(a) of the Master Deed and believes it is entitled to ignore it simply because it does not like it[6]. In essence Ashley Marina urges this court to swim against the current of a thousand year old Anglo-American judicial doctrine of noninterference and restraint as it relates to enforcing rather than altering private agreements and property transfers.

Despite its dissatisfaction, however, Ashley Marina is bound by the terms of Paragraph 2.3(a), conveying AMH a right to manage the HRP. AMH's right to manage HRP is a valid and enforceable restrictive covenant, and accordingly must be enforced by this Court.

The lower court correctly held in its September 19, 2014, Order dated Paragraph 2.3(a) is a *provision* within the Master Deed. (*see Order*, p. 4) As the relief sought by both parties is clarification as to whether such a *provision* is enforceable, the trial court's inquiry should have ended there. Yet the trial judge went further and improperly conducted a tangential analysis into whether the provision was an enforceable contract. However, as the long-term management provision is not a contract, but rather a restrictive

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[6] To use the law school example of the bundle of rights illustrated as a bundle of sticks, Ashley Marina bargained for, purchased, paid for and received nine of the ten sticks Ashley Marina did not bargain for, purchase or pay for the tenth stick Ashley Marina, however, is dissatisfied with only nine sticks and is in essence seeking to have the courts give it the tenth stick free of charge

covenant, such inquiry into its validity in contract was improper and not applicable to the present action. The proper inquiry is whether management rights in a master deed are valid. Management rights in a master deed are valid restrictive covenants which do not violate public policy.

HRP is governed by the Act which requires the developer of a regime to record a master deed setting forth a comprehensive list of particulars. *See Heritage Fed Sav & Loan, supra*. The rights and obligations of a homeowners association are determined by the master deed. *See Queen's Grant Villas Horizontal Prop Regimes I-IV v Daniel Int'l Corp*, 286 SC 555, 335 S E 2d 365 (1985) The Act permits a developer to reserve certain rights, provided he states those rights with specificity in the master deed. *Id*, Section 27–31–100(f), CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended. Such rights are restrictive covenants that run with the land.

i. The Long-Term Management Provision is a Restrictive Covenant, not a Contract.

The rights reserved by the developer of a horizontal property regime are restrictive covenants. *See, e g., Palmetto Dunes Resort, Div of Greenwood Dev Corp v Brown*, 287 S. C. 1, 336 S. E. 2d 15 (Ct App. 1985)(developer's authority to disapprove building plans on any lot in subdivision for purely aesthetic considerations considered a restrictive covenant); *Arceneaux v Arrington*, 284 S C. 500, 327 S E 2d 357 (Ct. App. 1985)(developer's prohibition of metal buildings considered a restrictive covenant); Sections 27-31-30, 100 and 170, CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended Restrictive covenants have been defined as "agreement[s] . . to do, or refrain from doing, certain things with respect to real property." *Queen's Grant II Horizontal Prop Regime v*

Greenwood Dev Corp , 368 S.C. 342, 361, 628 S.E.2d 902, 913 (Ct. App. 2006)(*citing* 20 AM.JUR.2D *Covenants, Conditions, and Restrictions* § 1 (2005)).

There are several ways in which restrictive covenants may be created The most common means are: (1) by deed; (2) by declaration; and (3) by implication from a general plan or scheme of development. *Id* (*citing* 17 S.C. JUR *Covenants* § 60), *Palmetto Dunes Resort, Div of Greenwood Dev Corp v Brown, supra* (restrictive covenants are commonly created by a tract owner's declaration of restrictive covenants, which is executed and recorded in same manner as a deed.)

The entire Master Deed, including Paragraph 2.3(a), constitutes a restrictive covenant. *See* 17 S.C. JUR. *Covenants* § 8 (perhaps the most extreme example of [a restrictive covenant] is the master deed establishing a horizontal property regime, or condominium). Paragraph 2.3(a), explicitly reserves a right to the developer, AMH, to dictate the management of the Association[7]. *E g.*, Section 27–31–100(f). As a restrictive covenant, the Association and its Board of Directors are bound by its terms as successors-in-interests to the original Association *See Harbison Cmty Ass'n, Inc v Mueller*, 319 S.C 99, 459 S E 2d 860 (Ct. App. 1995)

2. The Long-Term Management Provision is clear and unambiguous and sets forth AMH Ashley's intent to retain a valuable property right.

As the long-term management provision is a restrictive covenant, it must be interpreted accordingly. *See Queen's Grant II Horizontal Prop Regime v Greenwood Dev Corp., supra* at 361, 628 S.E.2d at 913 (*citing* 20 AM JUR 2D *Covenants,*

[7] "[T]he Association shall enter into an agreement for the management of the Condominium with the Declarant or an affiliate of the Declarant which management agreement shall provide that it may be extended in the sole discretion of the 'Manager' under said agreement" Master Deed, Paragraph 2 3(a)

Conditions, and Restrictions § 1)("covenants 'in a sense are contractual in nature and bind the parties thereto in the same manner as would any other contract.' However, restrictive covenants affecting real property cannot be properly and fully understood without resorting to property law.") Thus, the court's inquiry is not one of ordinary contract interpretation, but a hybrid between contract and property law. *See Id*

The same rules applicable to construction of other contracts are applicable to the construction of covenants. *See, e g , Hoffman v Cohen*, 262 S. C. 71, 202 S. E. 2d 363 (1974); *Sea Pines Plantation Co. v Wells*, 294 S. C. 266, 363 S. E 2d 891 (1987). Resorting to the rules of construction of a covenant is necessary only when the covenant is ambiguous or there is doubt as to its intended meaning. *Charping v J P Scurry & Co* , 296 S. C. 312, 372 S. E. 2d 120 (Ct. App. 1988). An unambiguous covenant will be enforced according to its obvious meaning. *Harvey v Marsh Hawk Plantation*, 310 S C 355, 426 S E.2d 792 (1993), *see also S Atl Fin Servs , Inc v Middleton,* 356 S C. 444, 447, 590 S.E.2d 27, 29 (2003)("Generally, if the terms of a contract are clear and unambiguous, this Court must enforce the contract according to its terms regardless of its wisdom or folly."), *Taylor v Lindsey*, 332 S C. 1, 4, 498 S E.2d 862, 863 (1998)("Words of restrictive covenants will be given common, ordinary meaning attributed to them at time of their execution.").

The terms of Paragraph 2.3(a), conveying AMH a right to manage the HRP are unambiguous. Paragraph 2.3(a) unequivocally states that the Association shall enter in to an agreement for the management of the Condominium with the Declarant or an affiliate of the Declarant which management agreement shall provide that it may be extended in the sole discretion of the "Manager" under said agreement. In arguing that Paragraph

2.3(a) is ambiguous, Ashley Marina incorrectly assumes that the analysis to be employed is whether Paragraph 2.3(a) gives rise to a valid *contract*. Continuing this flawed line of reasoning, Ashley Marina contends that the restrictive covenant conveying AMH a right to manage the HRP is an unenforceable contract because it does not set forth material terms which define the management agreement *E g , Palmetto Dunes Resort, Div of Greenwood Dev Corp v. Brown*, *supra* (rejecting claim that covenant was vague and ambiguous where provision allowed disapproval for "purely aesthetic consideration" where no other criteria was included)

The long-term management provision clearly sets forth the developer's intent to retain a property right. This does not contemplate some future "agreement to agree" on how AMH will maintain its interest in the Marina, but is rather an explicit stipulation to preserve its right to continued economic benefits in the Marina[8]. This provision is a significant property right that AMH retained, which Ashley Marina now desires to disregard simply because it does not like it. However, the management provision was neither concealed nor hidden from Ashley Marina which is bound by its terms. *E g , Arceneaux v Arrington,* 284 S.C. 500, 327 S.E.2d 357 (Ct. App 1985)(A party is deemed to have notice of a deed and its contents from the date it is recorded); *Seabrook Island Prop Owners Ass'n v Pelzer,* 292 S.C. 348, 348, 356 S.E 2d 411, 414 (Ct. App. 1987)(homeowners association is bound to follow its covenants and bylaws and cannot defend something that violates those documents on the basis that is a reasonable

[8] The September 19, 2014, Order states that AMH's argument that the right to manage is a valuable property interest is "unavailing" because its principal, Joe Miller testified that managing the Marina constituted an "economic interest" (p 8) In response AMH poses the following question "what is a property right if not an economic interest"? The absurdity of the lower court's statement is self-evident Clearly the two are one and the same If the trial court's contention that a property right is not an "economic interest" is correct, virtually all of the premise upon which Anglo-American civil law and a substantial portion of the criminal law – not to mention the economic system of the entire world – goes completely out the window

alternative), *Battery Homeowners Ass'n v. Lincoln Fin Resources*, 309 S.C. 247, 422 S.E 2d 93 (1992)(owner agreed to be bound by the terms of regime documents); *First Fed Sav & Loan Ass'n of Charleston v Bailey*, 316 S.C 350, 450 S.E 2d 77 (Ct App. 1994)(where language imposing covenants requiring property owners to pay fees for improvements, maintenance or other services to homeowners' association is unambiguous, covenants will be enforced according to their obvious meaning.). The management provision's inclusion in the Master Deed was clearly a factor in setting the purchase price of the Units. The Court's sole inquiry is limited to determining whether the management provision is an enforceable term under the Master Deed. *Reyhani v Stone Creek Cove Condo. II Horizontal Prop Regime*, 329 S.C. 206, 494 S.E.2d 465 (Ct. App. 1997)(purpose of all rules of contract construction is to ascertain intention of parties and intention must be gathered from entire agreement and not from any one particular phrase thereof)

3. The Court Must Enforce the Long-Term Management provision.

To enforce a restrictive covenant, a party must show that the restriction applies to the property either by the covenant's express language or by unmistakable implication. *Sea Pines Plantation Co v Wells*, 294 S. C. 266, 363 S. E. 2d 891 (1987), *Davey v Artistic Builders, Inc.*, 263 S. C. 431, 211 S. E. 2d 235 (1975). There is no doubt that the language of Paragraph 2.3(a) applies to the Marina and its purpose is to establish who bears the responsibility for managing it.

A court may not limit a restriction in a deed, nor, on the other hand, will a restriction be enlarged or extended by construction or implication beyond the clear meaning of its terms even to accomplish what it may be thought the parties would have

desired had a situation which later developed been foreseen by them at the time when the restriction was written. *South Carolina Dept of Natural Res v Town of McClellanville*, 345 S.C. 617, 550 S.E 2d 299 (2001) Yet this is exactly what Ashley Marina seeks to have the courts do· nullify AMH's management rights though construction or implication Stated another way, Ashley Marina seeks to set aside the provisions of Paragraph 2.3(a) through judicial interpretation because the provisions of Paragraph 2.3(a) do not comport with its goals. However, the provision is clear and unambiguous as to AMH's intent to retain a valuable property, to-wit: the management rights.

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. *Seabrook Island Prop Owners Ass'n v Marshland Trust, Inc* , 358 S.C. 655, 596 S.E.2d 380 (Ct App 2004); *Shipyard Prop Owners' Ass'n v Mangiaracina*, 307 S C 299, 414 S.E.2d 795 (Ct. App. 1992)(where language imposing restrictions upon use of property is unambiguous, restrictions enforced according to their obvious meaning) A court may not limit, enlarged or extended a restriction in a deed through construction or implication beyond the clear meaning of its terms. *Forest Land Co v Black*, 216 S C. 255, 57 S.E.2d 420 (1950). Courts have reasoned that it is their duty to enforce, not make, contracts *Midway Prop , Inc. v Pfister*, 292 S. C 104, 354 S. E. 2d 926 (Ct. App. 1987). Consequently, the rule of strict construction will not be employed to defeat the obvious purpose of a restriction. *Davey v Artistic Builders, Inc.*, 263 S. C 431, 211 S. E. 2d 235 (1975).

As voluntary contracts, restrictive covenants will be enforced unless they contravene public policy. *Seabrook Island Prop Owners Ass'n v Marshland Trust, Inc* , 358 S C. 655, 596 S.E.2d 380 (Ct. App. 2004) Here, such a distinction is meritless as the

legislature has examined the effects of management contracts and declined to limit or restrict them[9].

Courts in other jurisdictions have held that developer initiated management contracts are not voidable in the absence of fraud, misrepresentation or concealment. *See Point East Mgmt Corp v Point East One Condo Corp , Inc* , 282 So.2d 628 (Fla 1973), *cert denied*, 415 U.S. 921, 94 S Ct. 1421, 39 L.Ed.2d 476 (1974)(holding that recreational lease could not be cancelled because developers had given full disclosure regarding the lease and at time of sale purchasers had appropriate knowledge to make an informed decision); *Fountainview Ass'n v Bell*, 203 So 2d 657 (Fla App 1967), *cert discharged*, 214 So.2d 609 (Fla 1968) (holding developer's activities did not violate any fiduciary duty because at time management agreements were executed there were no other members belonging to condominium association, therefore, there was no one to whom a duty was owed).

Some jurisdictions have enacted statutes to limit the enforceability of restrictive covenants they deem objectionable, something South Carolina has not done. To date, South Carolina is one of twenty-three states that have not addressed long-term management contracts in their condominium statutes.[10] In *Point East Mgmt Corp v Point East One Condo Corp , Inc , supra,* the condominium association brought suit for rescission of management contract arising from dealings of original developers with the

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[9] As discussed, Paragraph 2 3(a) is not a contract but rather a restrictive covenant For purposes of this analysis, these contracts discussed are those that would be entered in to subject to this provision and are an extension of the provision that is the subject of this appeal

[10] The other states which have not enacted legislation addressing these provisions include Alabama, Arkansas, California, Colorado, Delaware, Idaho, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Mississippi, Nevada, New Hampshire, New York, North Dakota, Oklahoma, Tennessee, Texas, Vermont, Washington, and Wyoming

association while they constituted all of members of the condominium association. Following the completion of the condominium project and the formation of the association, the developer contracted with itself for the management of the condominiums for a period of twenty-five years. In reversing the lower court's decision to invalidate the management contract, the Florida Supreme Court acknowledged that the district court of appeal was correct in holding the rescission of the management contract would not lie merely because it arose from the dealings of the developers with themselves while they constituted all of the members of the condominium association and of the management corporation. *Id* The court further concluded that the lower court's reliance on certain provisions in the Florida Condominium Act did not evidence a legislative intent to restrict the ability of the associations to contract for the management of the associations. *Id* In fact, it was the Legislature's decision to adopt a subsequent statute which addressed these type of management contracts and allowed the owners to cancel initial management contracts by a vote of seventy-five per cent of the owners of the individual units *Id* Since this statute was adopted after Point East Management's management agreement was signed, that agreement could not be rescinded. Further, the court noted that admittedly, a prospective purchaser had no option as to the management contract, he knew or should have known that the contract was part of the purchase price of his condominium unit. Considered in that light, enforcement of the contract cannot be said to work a hardship on the present condominium owners. *Id*

Absent a provision in the Act and the continued silence of the Legislature to address these management contracts, indicates a lack of concern such contracts violate

public policy[11]. Accordingly, the long-term management provision, a restrictive covenant contained in the Master Deed, is a valid property right that runs with the land and is enforceable as to HRP

Moreover, the long-term management provision does not create an indefinite term as it includes built-in provisions for termination. Paragraph 2 3(a) allows the Association to dismiss AMH if it commits gross negligence or engages in criminal activity. The Association has never claimed that AMH has committed gross negligence or engaged in criminal activity.

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[11] Section 33-31-1030, CODE OF LAWS OF SOUTH CAROLINA, 1976, provides that the articles of a public benefit corporation may require that an amendment to the articles or bylaws be approved in writing by a specified person or persons other than the board in which case an article provision may be amended only with the written approval of such person or persons In adopting this provision, the South Carolina Reporters' Comments note that consideration was given to the fact that similar provisions have caused problems in the mutual benefit corporate area *Real estate developers have given themselves veto powers over homeowner corporations which they set up to manage developments If the developer goes bankrupt or merely vanishes before he is out of the project and relinquishes his rights, there may be substantial confusion as to how the corporation is to act* (emphasis added) Despite this, the Legislature has declined to limit management rights in master deeds similar to the one involved in this case

CONCLUSION

For the reasons set forth herein, the Final Order and Decision of the Charleston County Master-in-Equity must be reversed and the management provision contained in Paragraph 2.3(a) of the Master Deed upheld. After reversing the lower court and upholding the management provision, this court should remand this matter back to the Charleston County Court of Common Pleas for further proceedings

Respectfully Submitted,

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Charleston, South Carolina
April 24, 2015

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In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Charleston County Master- in-Equity

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Case No. 2011-CP-10-9513

Appellate Case No. 2014-002742

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v.

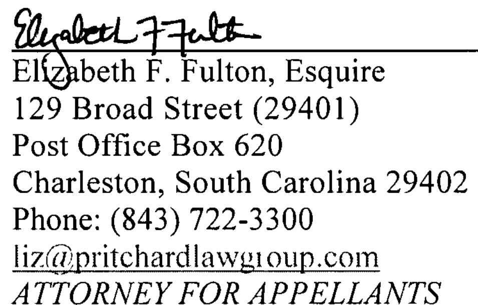
The Harborage at Ashley Marina Horizontal Property Regime, The Harborage at Ashley Marina Condominium Association, Eddie McCoy, Stuart Reeves, Brian Swan, Rich Cone, and Ed Miskotten, individually, ... Respondents.

PROOF OF SERVICE

I certify that I have served *Appellants' Initial Brief* on Respondents The Harborage at Ashley Marina Horizontal Property Regime, The Harborage at Ashley Marina Condominium Association, Eddie McCoy, Stuart Reeves, Brian Swan, Rich Cone and Ed Miskotten, individually, by depositing a copy of it in the United States Mail, postage prepaid on April 24, 2015, to their attorney of record, Michael A. Timbes, Esquire, at his office at 15 Middle Atlantic Wharf, Suite 101, Charleston, South Carolina 29401 on April 24, 2015

April 24, 2015

PRITCHARD LAW GROUP, LLC



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APR 27 2015
SC Court of Appeals

April 24, 2015

VIA U.S. MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: AMH-Ashley Marina, LLC, et. al. v. The Harborage at Ashley Marina, et. al.
In the Court of Common Pleas, Charleston County, South Carolina
Civil Action No.: 2011-CP-10-9513
Appellate Case No.: 2014-002742

Dear Ms Kitchings:

Enclosed, please find an original and one (1) copy *Appellants' Initial Brief* and *Designation of Matter to be Included in the Record on Appeal*. Please file the originals and return the clocked copies in the enclosed self-addressed stamped envelope.

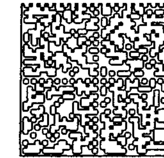
By copy of this correspondence, I am providing a copy of each of the filings for Michael A. Timbes, counsel for Respondents. Should you have any questions or require anything further, please do not hesitate to contact me.

With warmest personal regards, I am

Yours very truly,

Edward K. Pritchard, III

Enclosures
cc: Michael A. Timbes, Esq.



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