The Supreme Court of South Carolina

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November 4, 2015

The Honorable Jeanette W. McBride
PO Box 2766
Columbia SC 29202-2766

REMITTITUR

Re: Place on the Greene v. W.G.R.Q.
Lower Court Case No. 2007CP4008108, 2007CP4008107, 2007CP4008109, 2007CP4008110
Appellate Case No. 2013-001980

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court along with the earlier decision of the South Carolina Court of Appeals is enclosed.

Very truly yours,

CLERK

cc: Blake Alexander Hewitt, Esquire
John S. Nichols, Esquire
James B. Richardson, Jr., Esquire
William M. Spillane, Esquire
Jamie M. Best, III, Esquire
Brian L. Boger, Esquire

THE STATE OF SOUTH CAROLINA
In The Supreme Court

Place on the Greene Homeowners Association, Inc.,
Petitioner,

v.

W.G.R.Q., LLC, Easy Coin Laundry, Inc., Eva Nell Berry, and Jeffrey O. Kenney, Respondents.

Appellate Case No. 2013-001980

ON WRIT OF CERTIORARI TO THE COURT OF APPEALS

Appeal from Richland County
Alison R. Lee Circuit Court Judge

Memorandum Opinion No. 2015-MO-064
Heard September 24, 2015 – Filed November 4, 2015

CERTIORARI DISMISSED AS IMPROVIDENTLY GRANTED

William M. Spillane and James B. Richardson, Jr., both of Columbia, for Petitioner.

Jamie M. Best, III, of Allen, Gantt & Best; John S. Nichols and Blake A. Hewitt, both of Bluestein, Nichols, Thompson & Delgado, LLC; and Brian L. Boger; all of Columbia, for Respondents.

PER CURIAM: We granted certiorari to review the court of appeals' decision in *Place on the Greene Homeowners Assn. v. W.G.R.Q.*, Op. No. 2013-UP-297 (S.C. Ct. App. filed July 3, 2013). We now dismiss the writ as improvidently granted.

DISMISSED AS IMPROVIDENTLY GRANTED

TOAL, C.J., PLEICONES, BEATTY, KITTREDGE and HEARN, JJ., concur.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Place on the Greene Homeowners Association, Inc., Respondent,

v.

W.G.R.Q., LLC, Easy Coin Laundry, Inc., Eva Nell Berry, and Jeffrey O. Kenney, Appellants.

Appellate Case No. 2011-197186

Appeal From Richland County
Alison Renee Lee, Circuit Court Judge

Unpublished Opinion No. 2013-UP-297
Heard February 6, 2013 – Filed July 3, 2013

REVERSED

Blake A. Hewitt and John S. Nichols, both of Bluestein, Nichols, Thompson & Delgado, of Columbia, for Appellants.

William M. Spillane and James B. Richardson, Jr., both of Columbia, for Respondent.

PER CURIAM: W.G.R.Q, LLC, Easy Coin Laundry, Inc., Eva Nell Berry, and Jeffrey O. Kenney, collectively, (Appellants) owners of commercial units in Place

on the Greene, appeal the trial court's order enforcing a restrictive covenant. We reverse.

We hold the trial court erred in finding the Place on the Greene Homeowners Association's (HOA's) action to enjoin Appellants' violations of a restrictive covenant was not barred by laches. *Chambers of S.C., Inc. v. Cnty. Council for Lee Cnty.*, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993) ("Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights."); *Hallums v. Hallums*, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988) (defining laches as "neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done"); *Richey v. Dickinson*, 359 S.C. 609, 612, 598 S.E.2d 307, 309 (Ct. App. 2004) ("The party asserting laches has the burden of showing negligence, the opportunity to act sooner, and material prejudice."). Appellants entered into obligations they would not have otherwise if the HOA had timely enforced the restrictive covenant. In addition, Appellants would suffer financial losses if the covenant is enforced now. We further find the HOA's delay in enforcing the restrictive covenant for two decades after the violations started is not excused by the HOA board members' attempts to appease the board member who was one of the developers and the general lack of initiative of board members.

As we find the HOA's action is barred by laches, we need not address Appellants' remaining issues. *See Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (stating appellate court need not address remaining issues when disposition of prior issue is dispositive).

REVERSED.

HUFF, WILLIAMS, and KONDUROS, JJ., concur.