



# The South Carolina Court of Appeals

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July 22, 2016

The Honorable Julie J. Armstrong  
100 Broad St Ste 106  
Charleston SC 29401-2210

## REMITTITUR

Re: AMH-Ashley Marina v. The Harborage at Ashley Marina  
Lower Court Case No. 2011CP1009513  
Appellate Case No. 2014-002742

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 is enclosed.

Very truly yours,

*V. Claire Allen, Deputy*

CLERK

Enclosure

cc: Edward K. Pritchard, III, Esquire  
Michael A. Timbes, Esquire  
Thomas James Rode, Esquire  
Elizabeth Fraysure Fulton, Esquire

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE  
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING  
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

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

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.

Appellate Case No. 2014-002742

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Appeal From Charleston County  
Mikell R. Scarborough, Master-in-Equity

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Unpublished Opinion No. 2016-UP-357  
Submitted April 1, 2016 – Filed July 6, 2016

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**AFFIRMED**

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Edward K. Pritchard, III and Elizabeth Fraysure Fulton,  
both of Pritchard Law Group LLC, of Charleston, for  
Appellants.

Michael A. Timbes and Thomas James Rode, both of  
Thurmond Kirchner Timbes & Yelverton, P.A., of  
Charleston, for Respondents.

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**PER CURIAM:** Affirmed pursuant to Rule 220(b), SCACR, and the following authorities: *Auto-Owners Ins. Co. v. Hamin*, 368 S.C. 536, 540, 629 S.E.2d 683, 685 (Ct. App. 2006) ("Declaratory judgment actions are neither legal nor equitable, and therefore, the standard of review depends on the nature of the underlying issues."); *Heritage Fed. Sav. & Loan v. Eagle Lake & Golf Condos.*, 318 S.C. 535, 539, 458 S.E.2d 561, 564 (Ct. App. 1995) ("The interpretation of a deed is an equitable matter."); *id.* (stating that in matters of equity, this court "review[s] the evidence to determine the facts in accordance with [its] view of the preponderance of the evidence"); *Kinard v. Richardson*, 407 S.C. 247, 257, 754 S.E.2d 888, 893 (Ct. App. 2014) (noting that a restrictive covenant is an agreement to do or not to do certain things with respect to real property); *Seabrook Island Prop. Owners Ass'n v. Marshland Trust, Inc.*, 358 S.C. 655, 661, 596 S.E.2d 380, 383 (Ct. App. 2004) (noting that restrictive covenants are voluntary contracts); *Hardy v. Aiken*, 369 S.C. 160, 166, 631 S.E.2d 539, 542 (2006) ("[A] restriction on the use of the property . . . [is] to be strictly construed, with all doubts resolved in favor of the free use of property." (alteration in original) (quoting *Hamilton v. CCM, Inc.*, 274 S.C. 152, 157, 263 S.E.2d 378, 380 (1980))); *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 270, 363 S.E.2d 891, 894 (1987) ("Courts shall enforce such covenants unless they are indefinite or contravene public policy."); *N. Am. Rescue Prods., Inc. v. Richardson*, 411 S.C. 371, 379, 769 S.E.2d 237, 241 (2015) (providing that "agreements to agree in the future have no legal effect" and are void for indefiniteness).<sup>1</sup>

**AFFIRMED.**<sup>2</sup>

**LOCKEMY, C.J., and WILLIAMS and MCDONALD, JJ., concur.**

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<sup>1</sup> We find the two-issue rule is inapplicable to this appeal. See *Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 328, 730 S.E.2d 282, 284 (2012) ("Under the two[-]issue rule, where a decision is based on more than one ground, the appellate court will affirm unless the appellant appeals all grounds because the unappealed ground will become law of the case." (quoting *Jones v. Lott*, 387 S.C. 339, 346, 692 S.E.2d 900, 903 (2010))).

<sup>2</sup> We decide this case without oral argument pursuant to Rule 215, SCACR.