THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM HORRY CUNTY
Court of Common Pleas

Larry B. Hyman, Jr., Circuit Court Judge

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SC Court of Appeals

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Case No.: 2017-002196

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Condo-World Development, LLC
and Heron Point Golf Club Limited Partnership.....Plaintiffs

v.

Myrtle Beach Golf & Yacht Club Association, Inc.....Appellant

AND

Myrtle Beach Golf & Yacht Club Association, Inc.....Appellant

v.

South State Bank.....Respondent

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**RECORD ON APPEAL**
**Supplement to Volume I of the Record on Appeal**

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### D. Permanent Injunction

In its Third Party Complaint and request for a permanent injunction, the Association requests the Court order that "South State Bank be enjoined from any future waiver of deed restrictions relating to the Heron Point Golf Course property." [Third Party Compl. at ¶ 91]. South State argues that because any deed restrictions contained in the 1992 Indenture Deed have already been waived, there is no justiciable controversy before this Court. South State contends that there exist no further deed restrictions relating to the Heron Point Golf Course property that South State could possibly waive at a future date. The Court disagrees. The Waiver of Restrictions recorded in 2005 references only a portion of the property conveyed to Heron Point Limited Partnership in the 1992 Indenture Deed. As such, the Court finds that a future waiver as to property not referenced in the 2005 Waiver of Restrictions is possible, and therefore, the Court denies South State's Motion to Dismiss the Association's cause of action for a permanent injunction.

## CONCLUSION

After careful review of the pleadings and hearing arguments of counsel, this Court concludes it has properly considered the Third Party Complaint of Myrtle Beach Golf & Yacht Club Association, Inc., as well as the Motion to Dismiss filed by South State Bank.

**NOW, THEREFORE,**

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that South State Bank's Motion to Dismiss the cause of action for breach of contract contained in the Third Party Complaint is **GRANTED**;



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