STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

KIAWAH RESORT ASSOCIATES, L.P., a Delaware Limited Partnership, and KIAWAH DEVELOPMENT PARTNERS II, INC.,

Plaintiffs,

vs.

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., a South Carolina Not-for-Profit Corporation,

Defendant,

and

KIAWAH PROPERTY OWNERS GROUP, INC. and INLET COVE CLUB HOMEOWNERS ASSOCIATION, INC.,

Intervenors.

BEFORE THE MASTER-IN-EQUITY

MIKELL R. SCARBOROUGH

Case No. 2013-CP-10-01225

ORDER ON MOTION TO ALTER OR AMEND THE FINAL ORDER

The above-styled action came before the Master-in-Equity by consent of the parties to ascertain and determine the validity, nature or extent of Plaintiffs' title and all other interests in a certain 4.62-acre tract of real property on Kiawah Island ("the Property"). This Court, after conducting a bench trial and hearing evidence and argument from the parties, issued its Final Order on June 4, 2014, wherein the Court denied Plaintiffs' claims for reformation and specific performance, and declared the Property is owned by Defendant Kiawah Island Community Association, Inc. ("KICA") and subject to the KICA Declaration of Covenants and Restrictions which require that any conveyance of Common Property by KICA be approved by a three-fourths vote of the KICA membership.

Plaintiffs thereafter filed a sixteen-count motion to amend or alter the Final Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. All issues raised in Plaintiffs' motion pertain to this Court's ruling on Plaintiffs' claim for reformation. As such, this Court's ruling on Plaintiffs' specific performance claim, as well as the Court's conclusion that the conveyance of the Property resulted in the Property becoming Common Property, remains unchallenged. This Court, after considering the written submissions of the Parties and hearing oral argument on the motion, now enters this Order denying fifteen grounds and granting one ground of Plaintiffs' Motion as follows:

I. Whether the Property is Developable or Considered to be Part of Captain Sam's Spit Does Not Impact the Determination that the Deed Cannot Be Reformed.

Plaintiffs' first, second, and fourteenth enumerated grounds for alteration of the Final Order pertains to the Court's findings that a majority of the Property is developable and that the Property is part of the land known as Captain Sam's Spit. However, whether the Property is or is not developable and whether the Property is or is not part of Captain Sam's Spit does not impact the Court's ultimate conclusion that Plaintiffs did not meet their burden on their claim for reformation of the Beachfront Deed.

To reform a deed, the party seeking reformation must demonstrate that "preceding the execution of the instrument, and as the inducement to its execution, ***the parties to the same*** had an understanding, an agreement, a contract; and, in the effort to reduce the evidence in writing of that contract, a mutual mistake was made, by which mistake, so made, the understanding, the agreement, the contract of the parties in relation to the subject-matter thereof was not carried into effect." Brock v. O'Dell, 44 S.C. 22, 21 S.E. 976, 979 (1895) (emphasis supplied). "Before a court of equity will reform a solemn instrument, it must be shown by evidence which is the most

clear and convincing, not simply it was a mistake on the part of one of the parties, but that it was a ***mutual mistake***; that ***both parties intended a certain thing***; and that by mistake in the drafting of the paper did not get what both parties intended." Sullivan v. Moore, 92 S.C. 305, 307, 75 S.E. 497 (1912) (emphasis supplied). The Court cannot assume such an agreement; it must be proved. Gowdy v. Kelley, 185 S.C. 415, 194 S.E. 156 (1937). "In the exercise of this jurisdiction to reform written instruments, courts of equity proceed with the utmost caution. It must appear that the precise terms of the contract had been orally agreed upon between the parties and that the written instrument actually signed fails to be, as it was intended, an execution of the previous agreement, but expresses a different contract; and that this is the result of a mutual mistake. If there is no antecedent agreement to which the writing can be conformed, it is clear that reformation on the ground of mistake must be refused." Id. This is a challenging standard to meet.

The following facts are undisputed:

- that KICA had no representative present in the negotiation, drafting, or execution of the 1994 Development Agreement between Plaintiff Kiawah Resort Associates, L.P. ("KRA") and non-party the Town of Kiawah Island;
- that the only document relevant to the reformation analysis signed by any representative of KICA is the Agreement for Conveyance, signed by the then-President Townsend Clarkson, who was also a member of the KRA partnership at the time;
- that the Agreement for Conveyance unambiguously states that the 4.62 acres be conveyed by KRA to KICA by virtue of the Beachfront Deed, which also unambiguously describes the 4.62 acres in the described premises; and

- that the Agreement for Conveyance and Beachfront Deed were incorporated into the 1994 Development Agreement executed by KRA and the Town of Kiawah Island.

In order to achieve reformation, Plaintiffs must present clear and convincing evidence that KICA had an affirmative intent to have the 4.62 acres excluded from the Beachfront Deed. In the June 4, 2014 Final Order, this Court found that Plaintiffs did not present sufficient evidence to reach this high standard. In re-examining the evidence in the record in light of the grounds raised in Plaintiffs' motion, the Court finds nothing that leads to even an inference that whether the Property was considered developable or whether the Property was considered to be part of Captain Sam's Spit impacted KICA's intent with regard to the land to be included in the Beachfront Deed.

II. The Court's Evaluation of Exhibit 16.2 of the 1994 Development Agreement was Proper.

In their third, fourth, and fifth grounds for alteration of the Final Order, Plaintiffs claim that the Court attributed insufficient evidentiary weight to or otherwise misinterpreted Exhibit 16.2 of the 1994 Development Agreement. As fact finder in a bench trial, the Court has broad discretion to weigh and evaluate the evidence presented. The Court's findings will be upheld unless no evidence is found to support that finding. Waterpointe I Property Owners Assn, Inc. v. Paragon, Inc., 342 S.C. 454, 536 S.E.2d 878 (2000), citing, Townes Associates, Ltd. v. City of Greenville, 266 S.C. 81, 221 S.E.2d 773 (1976). Here, the Court carefully considered the evidence presented by the parties, including Exhibit 16.2, and determined that Exhibit 16.2 is not solely determinative of the reformation issue. As recited above, reformation can only be granted by a clear showing that the Beachfront Deed does not accurately reflect the intent of both parties to that document (here, KRA and KICA). Exhibit 16.2, is an Exhibit to the 1994 Development Agreement which was a contract between KRA and the Town of Kiawah. Exhibit 16.2 is not

referred to in either the Agreement for Conveyance or the Beachfront Deed, which are the only two documents to which KICA is a party. There is no testimony presented by any party that points to KICA having ever seen or approved Exhibit 16.2 prior to the receipt of the Beachfront Deed. As such, Exhibit 16.2, while perhaps demonstrative of KRA's intent, does nothing to bolster any inference that it is a reflection of KICA's intent. Without a showing that the Beachfront Deed inadequately represents KICA's intent, reformation cannot lie. Therefore, as with the three prior argued grounds for altering the Final Order, this argument regarding the weight attributed to Exhibit 16.2 does nothing to change the Court's denial of Plaintiffs' reformation claim.

III. Neither the Potentially Gratuitous Nature of the Transfer nor the Involvement of the Town of Kiawah Island Changes the Analysis of Plaintiffs' Reformation Claim.

In their sixth ground for amendment of the Final Order, Plaintiffs state that because KICA was not a party to the 1994 Development Agreement, it holds the position of a third-party beneficiary of that Agreement. Plaintiffs argue that "the manner in which the parties [KRA and the Town of Kiawah Island] intended to benefit KICA cannot be bifurcated from the manner in which KICA intended to be benefited." Plaintiffs' argument ignores the existence of the Agreement for Conveyance which is signed by KICA's then-President wherein KICA agreed to accept the land described in the Beachfront Strip, including the Property. The Agreement for Conveyance is the only manifestation of KICA's intent that exists in the record of this case. The Court cannot wholly disregard this fact. Alternatively, Plaintiffs argue that the Agreement for Conveyance suffers from the same alleged error as the Beachfront Deed.

Essentially, Plaintiffs advocate that this Court depart from the long-standing rule asserted in Brock v. O'Dell, 44 S.C. 22, 21 S.E. 976, 979 (1895) that the intent relevant to the reformation

analysis is the intent of the parties to the instrument the claimant is seeking to reform. In support of this exhortation, Plaintiffs argue that because the Beachfront Deed was a gratuitous transfer and because it was entered pursuant to the 1994 Development Agreement a different conclusion should be reached. For the reasons explained below, the Court disagrees.

A. Whether the Beachfront Deed is considered a gratuitous transfer does not impact the reformation analysis.

This Court cannot forego any examination of KICA's intent on the mere assertion that the Beachfront Deed was a gratuitous transfer, as such a position is contrary to both the facts of this case and the applicable law. There is no dispute that KICA did not pay monetary consideration for the Beachfront Deed. However, that fact, alone, does not make the Beachfront Deed a gratuitous transfer. It is clear that KRA benefitted from the transaction. Testimony at trial explained that KRA came up with the notion of the beachfront conveyance to assuage concerns expressed by prospective purchasers that lots being advertised and sold as beachfront homes would remain in perpetuity as beachfront. This concern derived from prior disputes on another accreting beach at Isle of Palms which eventually accreted so much that buildable lots developed on the seaward side of Palm Boulevard. KRA, in order to enhance the value of the beachfront lots on Kiawah Island, sought to minimize this perceived danger to owners of beachfront lots by placing the Kiawah dunes field into the Community Association to be held as Common Property for the perpetual use and enjoyment of all of KICA's members. Such transfer conferred a benefit on KRA as it brought increased value not only to the beachfront lots it sold at a premium, but conferred an amenity of value to every property within the KICA regime. Under these circumstances, the Beachfront Deed is not truly a gratuitous transfer.

However, if this Court were to minimize or ignore the benefit conferred on KRA by protecting the beachfront strip from future development, and thereby consider the Beachfront

Deed a gratuitous transfer, it would still be required to examine KICA's intent. In the previously cited case of Brock v. O'Dell, Stephen Clayton deeded 400 acres as a gift to his son, Alfred Clayton, who thereafter deeded the property to William O'Dell. The first deed from the elder Clayton to the younger Clayton omitted the traditional language of devise to include the heirs of the younger Clayton which would be necessary to vest the grantee with fee simple title. Upon the death of the two Claytons, the remaining heirs of Stephen Clayton claimed title reverted to them. William O'Dell sought to reform the gratuitous deed between the Claytons to add the "heirs" language. In that case, the Court went through the traditional deed reformation analysis to look at the intent of the parties to the instrument to be reformed (i.e., both Stephen and Alfred Clayton). The Court did not find that Alfred's intent was irrelevant just because the transfer was gratuitous.

Similarly, the seminal reformation case of Gowdy v. Kelley, 185 S.C. 415 (1937) also considered the reformation of an intra-family deed given for "love and affection". Like in Brock v. O'Dell, the Court examined the intent of both parties and refused to reform the deed without a showing of clear and convincing evidence of mutual mistake. In short, when presented with an equitable reformation claim, the courts of this State do not discount the intent of the grantee in gratuitous transfers. For this reason, the intent of KICA is relevant, regardless of whether the Beachfront Deed is a gratuitous transfer.

B. The Town of Kiawah Island's intent cannot be substituted for KICA's intent.

Plaintiffs encourage the Court to substitute the Town of Kiawah's intent for KICA's intent when looking for evidence of mutual mistake. This Court has found no prior decision by the South Carolina appellate courts which directly addresses the highly particular facts of this case. Admittedly, the deeds of gift described in Brock v. O'Dell and Gowdy v. Kelley do not have a party occupying the Town of Kiawah Island's role of a third party at whose behest the

grantor (KRA) gave the deed. Should this fact require a deviation from centuries of clear precedent in how to approach a reformation analysis? The Court has given this issue considerable thought.

The Court first examined whether an analogy could be made with an *inter vivos* trust conveyance. In seeking to modify or reform a conveyance made through an *inter vivos* trust, a Court will look at effectuating the intent of the settlor, much like the examination of a Will seeks to effectuate the intent of the testator. Chilles v. Chilles, 270 S.C. 379, 242 S.E.2d 426 (1978). In the *inter vivos* trust context, the intent of the trustee or the beneficiary is irrelevant, much like the intent of an executor or a devisee in an estate context is immaterial. Yet such an analogy is unsatisfactory and does not smoothly accommodate the facts of this case. Putting the Town of Kiawah Island in a settlor's position stretches the analogy too far as the Town at no time had ownership of the conveyed property. Also, to render KRA's position to that merely executory role of a trustee carrying out the instruction of the settlor misconstrues KRA's true level of involvement in and control over the negotiation of the entire project. It further ignores the testimony that conveying the beachfront strip to KICA was actually KRA's idea and to KRA's benefit, and not a mandate of the Town of Kiawah Island as an accommodation to receive other zoning entitlements. Furthermore, such an analysis would actually render KRA's intent as irrelevant. As such, this Court finds that employing the analysis of *inter vivos* trust or other testamentary transfers is not helpful, especially in light of existing reformation case law dealing with gratuitous transfers. This Court finds that the Beachfront Deed in this case has more in common with a deed of gift rather than a bequest by Will or trust.

Having found inadequate guidance in the annals of trust and estates law, the Court sought the wisdom of how other jurisdictions treat cases with similar facts to the one before us. That

examination has proven to this Court how uncommon the facts of this case truly are. The Florida case of Antonelli v. Smith, 556 So.2d 1132 (1989)[1] has, however, a similar premise to the facts of this case which this Court finds instructive. In that case, the president of Key Colony Beach Golf Club, Inc. (Mr. Smith) was in negotiations with the State of Florida regarding its issuance of a dredge and fill permit to Key Colony. As a condition of the issuance of that permit, Mr. Smith was required to deed certain canal bottom land to the owners of the lots which were adjacent to three impacted canals. Mr. Smith, on behalf of Key Colony, executed and recorded the various deeds with no notice to or knowledge of the adjacent owners. The Antonellis were one of these owners.

Three years later, the Antonellis commenced development of their own parcel and in their development negotiations with the State were informed of Mr. Smith's permit and the conveyance of the canal bottom land to them. The Antonellis worked cooperatively with Mr. Smith for use of his permit in continuing their development until such time that they lost their development to foreclosure. However, the foreclosure deed did not include the canal-bottom land. Two years later, the Antonellis discovered that the canal bottom deed to them from Key Colony was flawed in that the property was previously owned by Mr. Smith individually, not by Key Colony. The Antonellis brought suit to reform the canal-bottom deed to correct the name of the grantor. Ultimately, the action was dismissed without prejudice for failure to join an indispensible party. However, prior to reaching that conclusion, the appellate court undertook a reformation analysis and at no time considered the intent or directives by the State of Florida as being controlling, much less informative, to its reformation analysis. Rather, the intent of the Antonellis was examined along with their reliance on the transfer.

[1] It should be noted that Florida's deed reformation law differs significantly from South Carolina's in that Florida does not allow reformation of gratuitous transfers at the behest of the grantee. As seen in the discussion in Section III(A) of this Order, supra, South Carolina has no such prohibition.

Like in the Antonelli decision, KICA has taken the property deeded to it and subjected it to the KICA Declaration as Common Property which has vested in each and every owner in the KICA regime an easement for use and enjoyment. Testimony was presented at the trial of this matter as to individual KICA members' use of that easement and reliance on same which has been in existence for nearly two decades. To disturb those rights now with no consideration given to the holders of those rights is something this Court is unwilling to do in light of no precedent authorizing such action.

IV. The Holding in Penza v. Pendleton Station, LLC, 404 S.C. 198, 743 S.E.2d 850 (2013) is Dispositive of this Matter.

Plaintiffs claim that the Court erred by following the Court of Appeals' holding in the Penza decision in their seventh enumerated ground for amendment. Penza requires that prior to undertaking a reformation analysis, the Court must first determine as a matter of law whether the deed is ambiguous. If a deed is ambiguous, the reformation action is treated as a matter of equity thereby allowing the Court to look at extrinsic evidence to determine the parties' intent. If a deed is unambiguous, however, the reformation claim is handled as an issue of law and thus limits the Court's examination of intent to the terms of the deed itself.

This Court held that the Beachfront Deed is a self-contained document. While it was entered into pursuant to the 1994 Development Agreement and the Agreement for Conveyance, the Beachfront Deed made no reference to either of the Agreements and did not otherwise seek to incorporate their terms. In fact, consistent with the principles raised in Penza, all terms expressed in the agreements leading up to the execution of the Beachfront Deed are extinguished under the doctrine of merger. *See*, Charleston & W. C. Ry. Co. v. Joyce, 231 S.C. 493, 99 S.E.2d 187 (1957).

The property description contained in the Beachfront Deed defines the area to be conveyed in a way that is ascertainable with certainty. The property description specifically identifies a point of beginning by reference to both a concrete monument and by reference to a recorded plat, and the description closes such that the conveyed premises are readily apparent, especially as to the western terminus that KRA seeks to reform. No testimony presented at trial called into question what property the Beachfront Deed conveys and, therefore, unambiguously shows that KRA conveyed the Property to KICA as Common Property. No evidence within the Beachfront Deed itself infers a contrary intent. As such, the Court denied KRA's claim for reformation, finding that it failed the Penza test.

However, Plaintiffs overlook that while the Court could have concluded its analysis at this stage and thereby exclude any examination of any parol evidence, the Court went on to analyze the case as if the facts did not pass the Penza test. The Court undertook a thorough analysis which took into consideration all extrinsic evidence presented by the parties and still came to the conclusion that Plaintiffs did not meet their evidentiary burden to prove mutual mistake for the purposes of reformation. As such, even if the Court were to remove any reference to the Penza decision, it would still not change the Court's analysis of the extrinsic evidence or otherwise affect its denial of Plaintiffs' claim for reformation. For these reasons, the Court declines to amend or alter its Final Order on this ground.

V. The Court Properly Considered All Evidence Presented.

Plaintiffs' eighth, tenth, eleventh, and twelfth grounds for altering or amending the Final Order all assert that the Court erred in its consideration – or alleged lack of consideration – of certain pieces of evidence presented by the parties. Specifically, Plaintiffs claim that the Court did not give sufficient weight or consideration to:

- the testimony of Beth Nimmons, paralegal for Plaintiffs' legal counsel, regarding her drafting of the legal descriptions used in the Beachfront Deed and Agreement for Conveyance (ground eight); and
- testimony as to what acts KICA has or has not undertaken with respect to maintenance or possession of the Property after the conveyance (ground ten).

Furthermore, Plaintiffs claim that the Court

- improperly used the placement of the 1991 Baseline and/or Setback Line as an indicator of intent (ground 11). This argument appears to be a way to rephrase the first ground argued by Plaintiffs as it relates to the Court's determination of whether the Property was developable – to the extent that the 1991 lines dictated what could or could not be built on the Property and whether a party's intent could be derived from the Property's ability to be developed. *See, Section I, supra.*
- mentioned in the Final Order a document tendered by Plaintiffs which was not admitted into evidence because the document consisted of statements made many years after the conveyance of the Property by a Chairperson of KICA who could have had no personal knowledge of the events surrounding the 1994 Development Agreement, the Agreement for Conveyance or Beachfront Deed (ground 12). The Court correctly held that the relevant point of inquiry when determining intent for purposes of reformation is the time of the execution of the instrument in question.

As to all four of the grounds (eight, ten, eleven, and twelve) addressed in this section, the Court, as fact finder in a bench trial, has broad discretion in its evaluation and consideration of the evidence presented at trial, and such findings are held to an "any evidence" standard on appeal. The Court thoughtfully considered each piece of evidence presented by the parties. That

the Court assigned less weight to certain pieces of testimony than Plaintiffs would desire is entirely within the Court's purview as fact finder. It is not grounds for amending the Final Order.

VI. The Testimony of KRA-appointed KICA Directors and the Validity of the Agreement for Conveyance were Properly Considered.

In their ninth and thirteenth grounds for amendment, Plaintiffs argue that the Court did not give sufficient weight to the testimony of certain KRA partners who were also on the KICA Board of Directors in 1994 as to their understanding of what land was to be included in the Beachfront Deed, or to "conflicting factual findings" as to whether the Agreement for Conveyance was an official KICA Board action. At no point either at the trial or in any other stage of this litigation was there ever an allegation made by any party that Townsend Clarkson's execution of the Agreement for Conveyance in his capacity as the President of KICA was somehow an *ultra vires* act. Certainly, KICA has not disavowed the Agreement for Conveyance. While no witnesses at the trial could recall whether there was an official KICA Board meeting to discuss the Agreement for Conveyance and Mr. Clarkson's execution thereof during the 1994 time period, KICA has at no time in the intervening twenty years sought to repudiate the Agreement for Conveyance as not being an official KICA Board action. Furthermore, KICA's Declaration obligates KICA to accept all conveyances of property it receives from Plaintiffs as Common Property, regardless of the existence of the Agreement for Conveyance.

The Court is troubled by Plaintiffs' ninth ground for amending the final order as well as their argument asserted at the hearing on the motion that in 1994 for all practical purposes "KRA was KICA" and that therefore KRA's intent must necessarily be KICA's intent, thus prohibiting KICA to have any separate intent or agency. It is undisputed that in 1994 the KICA Board of Directors was comprised of four KRA-appointed Directors and three Owner Directors. As a non-profit corporation, KICA and its Board of Directors are subject to the South Carolina Non-Profit

Corporation Act. Section 33-31-831 of the Act is titled "Director Conflict of Interest". The statute does not define a "conflict of interest"; rather, it defines "a conflict of interest transaction". The statute addresses actual transactions under consideration by a Board of Directors of a non-profit corporation in which any director has a direct or indirect interest. According to the Official Comment that accompanies the statute, Section 831 applies to a transaction where a director is a general partner in a partnership or a director, officer, or trustee of another entity that has an interest in the transaction. The Statute and Official Comment allow a non-profit corporation to transact business with a director who has a direct or indirect interest in the transaction. An "interested director" is permitted to participate in discussions and can even vote on the transaction. So long as the transaction is approved by a majority of the disinterested directors, the transaction is approved.

Present before the Court is a written agreement – the Agreement for Conveyance – signed by the then-President of the KCIA Board, which obligates KRA to give and KICA to receive the Property as Common Property for the use and benefit of its membership. In the intervening twenty years, KICA has never repudiated or disavowed the Agreement for Conveyance or its obligations thereunder. Plaintiffs' evidence of KICA's mutual mistake is the testimony of three interested KRA-appointed KICA Board members who were also partners in the KRA partnership. The reformation cases discussed previously herein are clear that the burden of proof of mutual mistake is on the party seeking reformation. This Court finds that under the guidance offered by the Non-Profit Corporation Act, the testimony of only interested directors to disavow a written agreement signed with apparent authority of the President of the KICA Board which has never been subsequently questioned by KICA fails to rise to the level of clear and convincing

evidence of mutual mistake required by the applicable reformation case law. For this reason, the Court finds no merit in grounds nine and thirteen of Plaintiffs' motion.

VII. Intervenors Do Not Have Standing.

Plaintiffs' fifteenth ground for amendment of the Final Order argues that both intervenors, Inlet Cove Club Homeowners Association, Inc. and Kiawah Property Owners Group, Inc., should be dismissed from this action for lack of standing. Plaintiffs as well as KICA have shown that neither intervening entity has asserted any discrete claims that are separately derived from their membership in KICA. Rather the KPOG and Inlet Cove members' (who are also members of KICA) sole basis for asserting any claim against the Property is rooted in their easement of use and enjoyment resulting from the Property being conveyed as Common Property and subject to the KICA Declaration. It is KICA who has the sole right and authority to prosecute or defend rights which arise under the KICA Declaration.

The Court agrees and finds that the Intervenors do not have standing separate from their capacity as KICA members and should be dismissed from the case. However, it should be noted that this ruling in no way impacts or alters the Court's ultimate ruling on the reformation claim discussed herein.

VIII. Partition Is Procedurally Improper.

Plaintiffs' final grounds for amendment or alteration of this Court's Final Order requests as an alternative claim for relief that the Court award Plaintiffs all portions of the Property which is landward of the 1991 Setback Line. Plaintiffs' motion, some sixteen months after the filing of the original Complaint and seven months after the trial of the case, is the first time Plaintiffs have articulated what amounts to a claim for partition of the Property. Such a claim is procedurally improper at this late stage and is denied. Furthermore, no evidence was submitted in the trial of

this case which would lead to the conclusion that KICA intended to receive some, but not all, of the 4.62 acres which is the subject of this litigation. Again, clear and convincing affirmative proof of KICA's intent to receive something other than what is described in the Agreement for Conveyance and Beachfront Deed is what is required to reform the Beachfront Deed. Plaintiffs have not satisfied this burden.

IX. Conclusion

Intervenors Inlet Cove Club Homeowners Association, Inc. and Kiawah Property Owners Group, Inc. are hereby dismissed from this action. All other rulings in this Court's June 4, 2014 Final Order stand as originally stated and are hereby explicitly reaffirmed.

It is so Ordered.

This 4th day of May 2014.

Mikell R. Scarborough, Master-in-Equity