STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

**ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**



This matter was referred to me by order of reference entered April 3, 2017, and came before me on September 21, 2017, on a motion for summary judgment filed by Defendants Ashley Roberts n.k.a. Ashley Roberts Cyronak, Jeremy Cook, and Salaheddine Ezzaoudi ("Defendants"). Defendants moved for summary judgment on their Counterclaims and on Plaintiff's Complaint arguing there are no genuine issues of material fact and Defendants are entitled to judgment as a matter of law.

Demetri K. Koutrakos, Esquire appeared on behalf of Defendants. John E. Rosen, Esquire appeared on behalf of Plaintiff.

After considering the briefs and materials submitted by the parties and the arguments of the parties, I find Defendants are entitled to summary judgment and, therefore, grant Defendants' motion for summary judgment.

## FACTS

The facts viewed in the light most favorable to Plaintiff, the non-moving party, are as follows:

1. **Subdivision of the property and the Plat.**

In 1990, the heirs of James Roper subdivided an 11.95-acre tract to create five lots, Lots C-1, C-2, C-3, C-4, and C-5, with a private road to access those lots. The property was surveyed by F. Elliotte Quinn, III, a professional land surveyor, who prepared a plat entitled "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA." This plat was recorded December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130 ("the Plat").

Charleston County was required to approve the subdivision of the 11.95-acre tract into five lots. On June 22, 1989, Mr. Quinn's surveying company applied for subdivision approval. During the permitting and approval process for the subdivision, the Charleston County Planning Board determined that one of the five lots, Lot C-1, met the current minimum health department standards for a modified conventional sub-surface disposal system.

The Charleston County Planning Board, based on a letter from DHEC dated September 6, 1989, determined that four of the five lots, Lots C-2, C-3, C-4, and C-5, did not meet the current minimum health department standards for a modified conventional sub-surface disposal system.

On July 5, 1989, the Heirs of James Roper wrote the Charleston County Planning Board and stated as follows:

> Re.: Application #13511; Heirs of James Roper
>
> Dear Sirs:
>
> We the Heirs of James Roper would like to request variances from sections of the Charleston County Subdivision regulations due to the fact that we are trying to subdivide this tract for family purposes. We as heirs of James Roper, Sr. are ourselves getting old and would like to straighten out the title of this property prior to our deaths so that our children and grandchildren don't have the problems associated with heirs property.

> Through the years this tract which once stretched from Riverland Drive to the marshes of the Stono River, has been subdivided until this 5.95 Acre tract remained with only a 20' access connecting it to Bradham Road. We cannot give an additional 5' for road right-of-way due to the fact that a great portion of it would have to come from someone else's property. We are aware that this land possesses very poor soil conditions for septic systems and would like to request that the subdivision be approved with the stipulation that any lot which will not support a septic system be restricted from becoming a building lot until such time that public sewer service can be provided to that lot.
>
> Please consider our request and thank you for your time.

According to Mr. Quinn, the Charleston County Planning Board then required the following language be placed on the Plat:

- THIS LOT MEETS CURRENT MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM (FOR LOT C-1 ONLY)
- THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES[1]

*Quinn Aff.* ¶ 8.

Also, according to Mr. Quinn, these notations were placed on the Plat by Charleston County to indicate that Charleston County would not, at that time, approve building permits for Lots C-2, C-3, C-4, and C-5, because those lots did not meet current minimum standards for a modified conventional sub-surface disposal system. Lot C-1 did meet the current minimum standards for a modified conventional disposal system, and that is why Charleston County did not say Lot C-1 was not to be used for building purposes. *Id.* ¶ 9.

Mr. Quinn further stated in his affidavit that these notations on the Plat were not requested to be placed on the Plat, and were not placed on the Plat, by or at the request of the

[1] This language is derived from Standard Subdivision Stipulations that Charleston County used at that time. *Chas. Planning Dept. FOIA* Response 3/7/17 p. 4.

heirs of James Roper and these notations on the Plat were not, and are not, restrictions from use placed on Lots C-2, C-3, C-4, & C-5 by the heirs of James Roper. *Id.* ¶ 10.

The heirs of James Roper indicated to Mr. Quinn they wanted the ability to build residential homes on all five lots. Charleston County required that each lot be suitable for a septic system before issuing building permits. At that time, lots would not be suitable for a septic system if they did not "perk."[2] At that time, Charleston County would not permit septic systems on four of the lots because four of the lots did not "perk." Apparently, at that time, Lot C-1 did perk, but the others did not. That is why Charleston County placed a different notation for Lot C-1 on the Plat. *Id.*

These notations were placed on the Plat by Charleston County to warn buyers of issues related to sewer disposal services. *Id.* ¶ 11. Charleston County would not permit buildings to be placed on Lots C-2, C-3, C-4, and C-5 because, at that time, those lots did not meet the current minimum standards for a sewer disposal system, because those lots did not "perk." *Id.*

The Plat was approved by Charleston County, as indicated on the Plat, on December 4, 1990.

**2. <u>Acquisition of Lots</u>.**

**A. Lot C-5: Plaintiff Carpenter Braselton, LLC.**

Lot C-5 is described as follows:

> All that certain lot, piece or parcel of land, situate, lying and being at the end of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 31,845.3 square feet of highland and six (6) acres of marshland, more or less, and known and designated as LOT C-5 on a plat entitled, "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND,

[2] A perc or perk test is or was used to evaluate the suitability of soils for septic tank systems to see if the soil properly absorbs fluids.

CHARLESTON COUNTY, SOUTH CAROLINA," made by F. Elliotte Quin, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

BEING the same property conveyed to Carpenter Braselton, LLC by deed of Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 255.

TMS: 341-00-00-029

Plaintiff Carpenter Braselton, LLC owns Lot C-5. Plaintiff purchased Lot C-5 by deed of Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 256.

Herbert Brown acquired the property by deed of Virginia R. Brown a/k/a Virginia Roper Brown, dated February 22, 1995, and recorded February 22, 1995, in the RMC Office for Charleston County in Book U-252 at Page 034; by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007, ordered by the undersigned ("Decree Quieting Title"); and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 283.

Lot C-5 is unimproved. Of all the lots in this case, Lot C-5 is closest to the Stono River.

**B. Lot C-4: Defendant Salaheddine Ezzaoudi.**

Lot C-4 is described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on the South Side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 24,0062.7 square feet of land, more or less and known and designated as Lot C4 on a plat entitled "Plat of the Subdivision of 11.95 acre tract (5.95 highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130, RMC Office for Charleston County.

BEING the same property conveyed to Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007 and filed in the Clerk of Court of Common Pleas on June 13, 2007 ordered by the Honorable Mikell R. Scarborough, Master in Equity for Charleston County and by Master's Deed dated June 15, 2007 and recorded July 10, 2007 in the RMC Office of Charleston County in Book T631 at Page 287.

TMS No: 341-00-00-072

Defendant Salaheddine Ezzaoudi owns Lot C-4, having acquired it from Perceil R. Delaine, James A. Roper, III, Mildred R Anderson, Ruby Roper and Raymond Roper by Deed executed on various dates in 2013 and recorded August 1, 2013, in the RMC Office for Charleston County in Book 349 at Page 974.

Perceil R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper acquired Lot C-4 by the Decree Quieting Title and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 287.

Lot C-4 is unimproved.

**C. Lot C-3: Defendants Ashley Roberts and Jeremy Cook.**

Lot C-3 is described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 23,669.9 square feet, more or less, and known and designated as Lot C3 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston.

BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to Ruth Craig dated June 15, 2007 and recorded July 10, 2007 in Deed Book T631 at Page 279.

TMS No: 341-00-00-073

Defendants Ashley Roberts and Jeremy Cook own Lot C-3, having acquired it from Ruth R. Craig, by her attorney-in-fact Percile DeLaine, by Deed dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 712.

Ruth R. Craig acquired Lot C-3 by the Decree Quieting Title and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 279.

On July 30, 2007, the City of Charleston Department of Planning approved the plans for the construction of a home on Lot C-3.[3] The City of Charleston Department of Planning noted as follows:

> The plans submitted for the development of the above referenced property have been reviewed and approved by the City of Charleston Zoning Division and Architecture & Preservation Division.
>
> The above referenced property has a base zoning classification of SR-1 (Single Family Residential) under the City of Charleston Zoning Ordinance. The use of "881. One family detached dwelling" is a permitted use in the SR-1 district. There are currently no pending zoning violations on this property. Legal non-conforming uses are subject to the restrictions contained in Article 1, Part 2 of the Zoning Ordinance.
>
> The architectural and structural design including all necessary elevation and plan views were in accordance with building requirements set by the Board of Architectural Review (BAR).

Defendants Ashley Roberts and Jeremy Cook constructed a home on Lot C-3, which construction was completed February 5, 2009.

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[3] The Planning Department provided this approval for construction of a home on both Lot C-3 and Lot C-2, although a home was only constructed on Lot C-3.

**D. Lot C-2: Defendants Ashley Roberts and Jeremy Cook.**

Lot C-2 is described as follows:

> All that certain piece, parcel or lot of land, situate, lying and being on the south side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C2 on a plat entitled "Plat of the Subdivision of a 11.95 acre tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded on December 31, 1990, in Plat Book CB, Page 130, in the RMC Office of the County of Charleston.
>
> BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to John Fleming dated June 15, 2007 and recorded in Deed Book T631 at Page 275.
>
> TMS No: 341-00-00-074.

Defendants Ashley Roberts and Jeremy Cook own Lot C-2 having acquired it from John W. Fleming by Deed dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 717.

John W. Fleming acquired Lot C-2 by the Decree Quieting Title and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 275.

Lot C-2 is unimproved.

**3. <u>This Action</u>.**

**A. Plaintiff.**

Edward L. Terry is the authorized agent of Plaintiff. His wife is the sole member and manager of Plaintiff. Mr. Terry has developed numerous subdivisions in multiple states. He has developed approximately 20 subdivisions in South Carolina. Some of the subdivisions he developed were restricted by traditional covenants, conditions, and restrictions. Mr. Terry was

extensively involved in the purchase of the property, reviewing documents and visiting the property.

**B. Plaintiff's Complaint.**

On March 28, 2016, Plaintiff filed this action against Defendants. Plaintiff claims the notation on the Plat that Charleston County mandated be placed on the Plat and which provides "THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES," creates a restriction that the lots not be used for building purposes and be limited to agricultural uses.

Plaintiff has asserted claims for injunctive relief and declaratory relief.

**C. Defendants' Answers and Counterclaims.**

Defendants denied the material allegations of the Complaint and asserted various affirmative defenses.

Defendants asserted counterclaims for declaratory relief asking the Court to declare Defendants own their lots free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

Defendants asserted counterclaims to quiet title to their respective lots in their respective names free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

**4. <u>Plaintiff's Adjacent Property</u>.**

In its Complaint, Plaintiff claims it derives a benefit from the alleged restriction. Among other benefits, Plaintiff claims the restriction allows Plaintiff to experience and benefit from the "views, peace, and comfort of the undeveloped properties." *Complaint* ¶ 23.

Despite this claimed concern by Plaintiff regarding "views, peace, and comfort of the undeveloped properties," Plaintiff constructed a two-story single-family residence on property it owns adjacent to Lot C-5, which property is located at 2284 Lucky Road. *Terry Dep.* p. 37, ex. 11. Plaintiff constructed a two story "Barn," which has horse stables on the first floor. *Id.* The second floor contains an office apartment with two bedrooms and one bath. People spend the night at this building. *Id.* p. 38.

## ANALYSIS/DISCUSSION

"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." *Hardy v. Aiken*, 369 S.C. 160, 166, 631 S.E.2d 539, 542 (2006). "Restrictive covenants are contractual in nature, so that the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *S.C. Dep't of Natural Res. v. Town of McClellanville*, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001) (quoting *Taylor v. Lindsey*, 332 S.C. 1, 4-5, 498 S.E.2d 862, 863-64 (1998)).

With that in mind, "restriction[s] on the use of property must be created in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property." *Hamilton v. CCM, Inc.*, 274 S.C. 152, 157, 263 S.E.2d 378, 380 (1980). In addition, "a covenant must express the purpose of the parties thereto to be valid and enforceable and it must not be too indefinite." *Vickery v. Powell*, 267 S.C. 23, 28, 225 S.E.2d 856, 858 (1976).

In construing restrictive covenants, ambiguities must be strictly construed against the party seeking to enforce them, here, Plaintiff, and strictly against limitations upon the property's free use. *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 270, 363 S.E.2d 891, 893-94 (1987);

*Seabrook Island Prop. Owners Assoc. v. Marshland Trust, Inc.*, 358 S.C. 655, 662, 596 S.E.2d 380, 383 (Ct. App. 2004); *Hyer v. McRee*, 306 S.C. 210, 212, 410 S.E.2d 604, 605 (Ct. App. 1991).

Where there is doubt, the doubt must be resolved in favor of the property's free use. *Hyer*, 306 S.C. at 212, 410 S.E.2d at 605. Where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored. *Anderson v. Buonforte*, 365 S.C. 482, 617 S.E.2d 750 (Ct. App. 2005).

As I am required to do, I reviewed the four corners of the Plat to determine whether the notations on the Plat create a restriction on use by express terms or by plain and unmistakable implication.

From a review of the Plat and considering all matters shown within the four corners of the Plat, and not considering any extrinsic evidence, I find and conclude the notations on the Plat related to agricultural use were placed on the Plat by Charleston County. It is very clear to me that the subject notations were not placed on the plat by either the surveyor or the owners of the property. Charleston County placed these notations on the Plat as part of its approval process. After all, the Plat is stamped approved as an "approved final plat" by Charleston County, with an associated planning board number. The other notations including the notations in question are in the same or similar typeface and without question were placed on the Plat by Charleston County.

These notations and markings placed by Charleston County on the Plat are:

THESE LOTS C-2, C-3, C-4 & C-5
FOR AGRICULTURAL USE ONLY,
NOT TO BE USED FOR BUILDING
PURPOSES

THIS LOT MEETS CURRENT MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM ONLY. ( FOR LOT C-1 ONLY)

THE APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE ANY OF THE ROADS OR EASEMENT SHOWN HEREON.

WARNING!

APPROVAL OF THIS PLAT BY THE PLANNING BOARD AND/OR COUNTY COUNCIL DOES NOT INDICATE APPROVAL NOR ADJUDICATE TITLE OF THE ACCESS OR RIGHT-OF-WAY SHOWN HEREON

APPROVED FINAL PLAT

Beverly A. Kraeuer

CLERK, CHARLESTON COUNTY COUNCIL

William W. Miller

DIRECTOR OF PLANNING

CHARLESTON COUNTY PLANNING BOARD

DATE DEC. 4, 1990

PB # 13511

By reviewing and considering all matters shown on the Plat and not considering extrinsic evidence, the notations on the Plat related to agricultural use are due to Charleston County's determination at that time that the four lots did not meet the current minimum health department standards for a modified conventional sub-surface disposal system. However, if sewer or a modified conventional sub-surface disposal system would become available, then the lots could be used for building purposes.

Because the notations on the Plat do not create restrictions, and certainly do not create restrictions enforceable by Plaintiff, Defendants are entitled to summary judgment.

In addition, if I were to find the notations on the Plat created an ambiguity as it relates to the issues raised in this case, I would certainly reach the same conclusion.

It is a question of law for the court whether the language of a contract is ambiguous. *Hawkins v. Greenwood Development Corp.*, 328 S.C. 585, 592, 493 S.E.2d 875, 878 (Ct. App. 1997) (citing 17A Am. Jur.2d *Contracts* § 338, at 345 (1991)). Once the Court decides the language is ambiguous, evidence may be admitted showing the intent of the parties. *Id.*

"A contract is ambiguous when the terms of the contract are inconsistent on their face, or are reasonably susceptible of more than one interpretation." *See Hawkins*, 328 S.C. at 592, 493 S.E.2d at 878-79. Again, where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored. *Anderson v. Buonforte*, 365 S.C. 482, 617 S.E.2d 750 (Ct. App. 2005).

If the Court had found the notations on the Plat to be ambiguous, the Court must then look at extrinsic evidence to determine the intent of the parties. At the same time, the Court must remember the essential guideposts created by our case law that, where there is doubt, the doubt must be resolved in favor of the free use of property and where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored.

Here, the evidence conclusively shows the owners of the property at that time, the Heirs of James Roper, did not want the property restricted. They sought a variance to allow the subdivision of the lots. Because the lots were not suitable for a septic system, Charleston County placed the notations on the Plat. The owners of the property wanted the lots to be used for residential purposes when sewer was available. As a result, the undisputed extrinsic evidence shows there was no intent to create a private restriction on the use of the lots. *See Hamilton v.*

*CCM, Inc.*, 274 S.C. 152, 157, 263 S.E.2d 378, 382 (1980) (ambiguities must be resolved in favor of the free use of property).

Plaintiff relies on the following language in some of the deeds: "conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises." Plaintiff concludes the "subject to" language creates a restriction.

This language does not create a restriction. It is just a limitation on the general warranty provided in the respective deeds. Even though a conveyance "is made 'subject to' restrictions set forth in some other deed or instrument referred to will not, without more, make the restrictions applicable to the property conveyed, if in fact the restrictions do not otherwise apply thereto." 20 Am. Jur. 2d *Covenants, Conditions, and Restrictions* § 151 (2017).

In addition,

> If the "subject to" language of the instrument in question refers to restrictions which in fact do not exist at all at the time of the conveyance, it does not operate to impose the supposed restrictions on the granted land; nor does a conveyance made expressly subject to restrictions existing on the conveyed land "if any such there be" thereby impose restrictions where none existed theretofore. A conveyance of land with warranties which are expressly made "subject to" the restrictions set forth in a certain instrument referred to does not subject the conveyed lands to the restrictions so designated when by their terms the restrictions do not apply to such land. *While conveyances "subject to" restrictions give notice that such restrictions are of record, they are not an acknowledgment of the validity of such restrictions.*

*Id.* (emphasis added).

Here, just because some of the deeds provide the property is being conveyed subject to restrictions that "may appear of record on the recorded plats," that language does not create a restriction where none exists. Nor does this language create a restriction when there is no plain and unmistakable implication to create a restriction. I have already concluded no restrictions are

created by the subject notations on the Plat; therefore, this language in some of these deeds does not create a restriction where none exists.

After viewing the evidence in the light most favorable to Plaintiff, I find there are no genuine issues of material fact and Defendants are entitled to summary judgment in their favor on Plaintiff's Complaint and on Defendants' Counterclaims.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

A. Defendants' summary judgment motion is granted.

B. Defendants are entitled to summary judgment in their favor on Plaintiff's Complaint and in their favor on their Counterclaims.

C. Defendants Ashley Roberts n.k.a. Ashley Roberts Cyronak and Jeremy Cook, their heirs, successors, and assigns, own Lot C-3 and Lot C-2 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

D. Title to Lot C-3 and Lot C-2 is quieted in the names of Defendants Ashley Roberts n.k.a. Ashley Roberts Cyronak and Jeremy Cook, their heirs, successors, and assigns, free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

E. Defendant Salaheddine Ezzaoudi, his heirs, successors, and assigns, owns Lot C-4 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

F. Title to Lot C-4 is quieted in the name of Defendant Salaheddine Ezzaoudi, his heirs, successors, and assigns, free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

G. A copy of this order shall be recorded in the Charleston County RMC and indexed in the grantor index under the name Carpenter Braselton, LLC and in the grantee index under the names Ashley Roberts n.k.a. Ashley Roberts Cyronak, Jeremy Cook, and Salaheddine Ezzaoudi.

AND IT IS SO ORDERED.

The Honorable Mikell R. Scarborough
Master-In-Equity

1/8, 2017
Charleston, South Carolina