

"If I understand Mr. McFadden's current complaint, it involves the removal of Sea Pines Unit 1 from Exhibit A. As previously discussed, while not expressly approved, the known and intended practical result of the approved Bylaw amendment was the removal of Sea Pines Unit 1 from qualification of membership in the Association. While we could debate whether the approval of the Bylaw amendment under the circumstances amounted to a tacit or constructive approval of the removal of Sea Pines Unit 1 from Exhibit A, I'm not sure how this materially impacts the protections offered to the Members or how it benefits the "Elites" and his complaint offers no insight or basis for such conclusory and vague claims. The omission of Sea Pines Unit 1 on Exhibit A is irrelevant because Sea Pines Unit 1's termination of its Protective Covenants (which was known at the time of the amendment) means that it is no longer qualified for membership in the Association as a result of the approved Bylaw amendment whether it continues to be listed on Exhibit A or not."

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