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MAY 18 2015

SC Court of Appeals

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-

6239

D.A. Morgan Price,

Plaintiff,

vs.

Todd Chas, Jacara Chas, Marsh Winds  
Owners Association, Inc. a/k/a Marsh  
Winds Horizontal Property Regime, and  
The Marshland Communities, LLC,

Defendants.

COMPLAINT  
(JURY TRIAL DEMANDED)

BY

JULIE J. ARMSTRONG  
CLERK OF COURT

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FILED

The Plaintiff, complaining of the Defendants herein, alleges:

1. The Plaintiff is a natural person and is the owner of property in the Marsh Winds condominiums in Folly Beach in the County of Charleston, South Carolina.
2. Specifically, the Plaintiff is the owner of Marsh Winds Unit 1-D.
3. Defendants Todd Chas and Jacara Chas are citizens and residents of Charleston County, South Carolina.
4. Defendant Marsh Winds Owners Association, Inc. a/k/a Marsh Winds Horizontal Property Regime (hereinafter "Marsh Winds Owners Association") is a South Carolina corporation doing business and having its principal place of business in Charleston County, South Carolina.
5. Defendant The Marshland Communities, LLC (hereinafter "Marshland Communities") is a South Carolina limited liability company doing business and having its principal place of business in Charleston County, South Carolina.

6. Marsh Winds Owners Association is the homeowners association for the Marsh Winds condominiums.

7. Marshland Communities is the property management company for Marsh Winds Homeowners Association.

8. At times material hereto, Defendant Todd Chas served on the board of directors for Marsh Winds Owners Association.

9. Defendants Todd Chas and Jacara Chas were the owners of Unit 1-D directly prior to its purchase by the Plaintiff.

10. Defendants Todd Chas, Jacara Chas, Marsh Winds Owners Association, and Marshland Communities were aware, prior to the Plaintiff's purchase of the unit, that buildings at Marsh Winds suffered from latent defective conditions and were constructed in such a way as resulted in damage from water seepage in the buildings.

11. None of the Defendants revealed this to the Plaintiff.

12. Marsh Winds Owners Association is set up so that each unit owner in Marsh Winds is a member of the association and is responsible for a share of the expenses of the association.

13. As a result of damage to buildings in Marsh Winds that has occurred since the Plaintiff purchased the unit and because of the aforesaid conditions that were not revealed to the Plaintiff, Marsh Winds has assessed the unit owners, including the Plaintiff, large assessments.

14. Defendants Todd Chas and Jacara Chas had a duty to disclose the existence of the latent defective conditions to the Plaintiff.

15. Defendants Todd Chas and Jacara Chas represented to the Plaintiff on a seller's disclosure statement that there were no such latent defective conditions.

16. Marsh Winds Owners Association had a duty to disclose the existence of the latent defective conditions to the Plaintiff.

17. Marshland Communities had a duty to disclose the existence of the latent defective conditions to the Plaintiff.

18. The Plaintiff would not have purchased the unit had the conditions been disclosed to him.

19. The failure of the Defendants to disclose the existence of the latent defective conditions to the Plaintiff has caused damages to the Plaintiff, such damages including, but not being limited to, his owning property that is not worth what it was represented to be worth, owning property that is not saleable, and his being assessed large assessments by Marsh Winds Owners Association that he never would have been assessed had the conditions been disclosed to him.

#### **FOR A FIRST CAUSE OF ACTION**

20. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

21. Defendants Todd Chas and Jacara Chas knowingly disclosed material facts on their seller's disclosure statement to the Plaintiff that they knew to be false.

22. In doing so, they violated S.C. Code Ann. § 27-50-65.

23. Defendants Todd Chas and Jacara Chas are liable to the Plaintiff for his actual damages proximately caused thereby and his reasonable attorney's fees.

#### **FOR A SECOND CAUSE OF ACTION**

24. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

25. Actions of Marsh Winds Owners Association and Marshland Communities, including, but not necessarily limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, *et seq.*

26. The Defendants knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce.

27. These actions are capable of repetition, including, but not necessarily limited to, as follows:

- a. Marshland Communities is in the business of real property management for Marsh Winds; and
- b. Marsh Winds Owners Association is in the business of being the homeowners' association for Marsh Winds.

28. The Plaintiff has suffered damages as a result of these Defendants' actions.

29. The Plaintiff is entitled to recover from these Defendants actual damages, treble damages, reasonable attorney's fees, and costs.

#### **FOR A THIRD CAUSE OF ACTION**

30. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

31. The Defendants had a duty to disclose the existence of the latent defective conditions to the Plaintiff.

32. The failure of the Defendants to inform the Plaintiff of the conditions was a representation to him that Marsh Winds did not have those problems.

33. The Defendants' omission in this regard was calculated to convey to the Plaintiff the impression that Marsh Winds was free of such problems.

34. The Defendants knew that the impression that this omission was calculated to give was false.

35. The Plaintiff did not know of the problems until some time after he purchased the unit.

36. The Defendants' representation that Marsh Winds did not have these problematic latent conditions was material to the Plaintiff's decision to buy the unit. The Plaintiff would not have bought the unit if he had known of the same.

37. The Plaintiff reasonably relied and had a right to rely on the representation made by the Defendants' conduct that Marsh Winds did not have these problems.

38. As a proximate result of the Defendants' failure to disclose these conditions to the Plaintiff, the Plaintiff has suffered damages.

39. The Plaintiff is entitled to recover actual and punitive damages from the Defendants.

#### **FOR A FOURTH CAUSE OF ACTION**

40. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

41. Even if the Defendants did not know of the falsity of the impression conveyed by their failure to disclose latent defective conditions to the Plaintiff, they ought to have known of such falsity.

42. The Defendants were familiar with the true condition of Marsh Winds.

43. Alternatively, if the Defendants were not familiar with the true condition of Marsh Winds, then they had had the opportunity to become familiar with its condition prior to their contact with the Plaintiff.

#### **FOR A FIFTH CAUSE OF ACTION**

44. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

45. The Defendants had a financial interest in misrepresenting the condition of Marsh Winds.

46. The Defendants owed the Plaintiff a duty to exercise reasonable care in their representations to the Plaintiff regarding the condition of Marsh Winds.

47. The Defendants breached that duty to the Plaintiff by concealing the true condition of Marsh Winds and failing to disclose the latent defective conditions.

48. As a proximate result of the Defendants' failure to disclose these conditions to the Plaintiff, the Plaintiff has suffered damages.

**FOR A SIXTH CAUSE OF ACTION**

49. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

50. The Defendants acted in concert and combination with one another to injure the Plaintiff.

51. The Defendants engaged in overt acts in furtherance of their conspiracy to injure the Plaintiff.

52. The Plaintiff has suffered and continue to suffer special damages caused by the actions of the Defendants.

53. The Defendants are jointly and severally liable to the Plaintiff as a result of the civil conspiracy and the proximately caused injury to the Plaintiff for the resulting actual damages, in addition to punitive damages and costs.

**FOR A SEVENTH CAUSE OF ACTION**

54. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

55. Inherent in the nature of the Plaintiff's relationship to Marsh Winds Owners Association and Marshland Communities is the placement by the Plaintiff of a special confidence in Marsh Winds Owners Association and Marshland Communities with regard to the

matters subject of this action, so that Marsh Winds Owners Association and Marshland Communities were bound to act in good faith and with due regard to the Plaintiff's interests.

56. Marsh Winds Owners Association and Marshland Communities induced and accepted the Plaintiff's confidence in them.

57. As a result, Marsh Winds Owners Association and Marshland Communities owed the Plaintiff a fiduciary duty.

58. Marsh Winds Owners Association and Marshland Communities breached that duty.

59. This breach proximately caused damage to the Plaintiff.

**FOR AN EIGHTH CAUSE OF ACTION**

60. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

61. There is a justiciable controversy between the Plaintiff and Marsh Winds Owners Association and Marshland Communities with regard to whether the assessments that Marsh Winds Owners Association has levied upon the Plaintiff and his unit are lawful and whether they are void as a result of the Defendants' fraudulent and unlawful conduct.

62. These assessments are void.

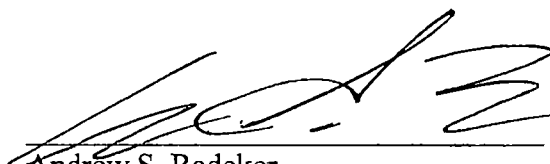
63. The Plaintiff is entitled to a declaratory judgment that these assessments are void and to an Order directing Marsh Winds Owners Association and Marshland Communities to return such of these assessments as the Plaintiff has already paid to the Plaintiff.

WHEREFORE, the Plaintiff prays:

- a) For judgment against the Defendants awarding the Plaintiff actual damages;
- b) For judgment against the Defendants awarding the Plaintiff punitive damages;
- c) For judgment against the Defendants awarding the Plaintiff treble damages;

- d) For a declaratory judgment that Marsh Winds Owners Association's assessments against the Plaintiff and his unit are void and directing the return of the assessments he has paid;
- e) For judgment against the Defendants awarding the Plaintiff reasonable attorney's fees;
- f) For judgment against the Defendants awarding the Plaintiff the costs of this action;
- and
- g) For such other and further relief as the Court may deem just and proper.

Respectfully submitted,



Andrew S. Radeker  
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ATTORNEY FOR PLAINTIFF

Columbia, South Carolina

July 30, 2010

**PEDERSEN & SCOTT, P.C.**  
ATTORNEYS AT LAW

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May 15, 2015

**RECEIVED**  
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SC Court of Appeals

The Honorable V. Claire Allen, Deputy Clerk  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

**RE: D.A. Morgan Price v. Todd Chas, Jacara Chas**  
**Case No. 10-CP-10-6239**  
**Appeals Case No.: 2015-000940**

Dear Ms. Kitchings:

Pursuant to your request of May 12, 2015, enclosed please find a copy of the Complaint filed with the lower Court with respect to the above-referenced action.

Please call me if you have any questions.

Very truly yours,



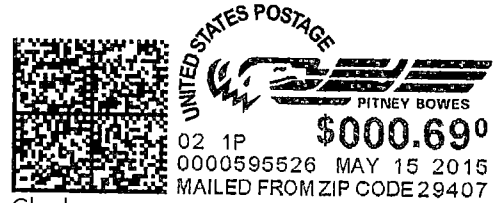
William A. Scott

WAS/teb

Enclosure

cc: Andrew S. Radeker, Esq. (w/encs.)

William A. Scott, Esq.  
Pedersen & Scott, P.C.  
775 St. Andrews Boulevard  
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The Honorable V. Claire Allen, Deputy Clerk  
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