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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

RECEIVED

MAR 22 2016

Common Pleas Case No. 2010-CP-10-6239
Appellate Case No. 2015-000940

SC Court of Appeals

D.A. Morgan Price, ... Respondent,

v.

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

Of Whom Todd Chas and Jacara Chas are the Appellants.

RECORD ON APPEAL

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Fax: (803) 779-6700
Attorney for Respondent

March 21, 2016

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STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010- CP-10-6239

D. A. Morgan Price

Todd Chas, Jacara Chas, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court on the Defendants Todd Chas and Jacara Chas's Motion to Set Aside Judgment in the above matter. The Court hereby DENIES Defendant Todd and Jacara Chas's Motion to Set Aside the jury verdict rendered on March 21, 2013.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2151

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON
PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2010- CP-10-6239

D. A. Morgan Price

2015 MAR 26 PM 4: 25

Todd Chas, Jacara Chas, et al.

PLAINTIFF(S)

JULIE J. ARMSTRONG
CLERK OF COURT

DEFENDANT(S)

Submitted by:

BY

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court on the Defendants Todd Chas and Jacara Chas's Motion for Reconsideration under Rules 52 and 59, SCRPC, of this Court's Final Order denying Defendants' Motion to Set Aside Judgment. The Court hereby DENIES Defendants' Motion for Reconsideration under Rules 52 and 59. See SCRPC Rule 52(a) ("[f]indings of fact and conclusions of law are unnecessary on decisions of motions under Rules 12 or 56 or any other motion except as provided in Rule 41(b).")

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-10-6239

D.A. MORGAN PRICE

TODD CHAS, JACARA CHAS, MARSH WINDS OWNERS
ASSOCIATION, INC a/k/a/ MARSH WINDS HORIZONTAL
PROPERTY REGIME, and THE MARSHLAND
COMMUNITIES LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☒ Self-Represented Litigant
---------------	--

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: Jury verdicts for the plaintiff against defendants Todd Chas and Jacara Chas in the amount of \$300,227.43 actual damages. Jury verdict for Defendant Marsh Winds Owners Association Inc on the Plaintiff's claim and Jury verdict for Defendant Marshland Communities LLC on the Plaintiff's claim. Jury verdict for the Defendant Marsh Winds Owners Association Inc, a/ka Marsh Winds Horizontal Property Regime's on their counterclaim against the Plaintiff in the amount of \$85,227.43 actual damages. Any post-trial motions will be submitted within ten (10) days.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : see attached verdict form

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate N/A in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Marsh Winds Owners Association, Inc.	D.A. Morgan Price	\$85,227.43
D. A Morgan Price	Todd Chas & Jacara Chas	\$300,227.43
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

02/21/2012

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Andrew Radeker

Derek Dean

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Amanda Haffenden

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

VERDICT

AS TO THE DEFENDANTS TODD CHAS AND JACARA CHAS



We, the Jury, find for the Plaintiff against the Defendants Todd Chas and Jacara Chas in the amount of:

\$ 300,227.43 actual damages; and

\$ -0- punitive damages.

**AS TO THE DEFENDANT MARSH WINDS OWNERS ASSOCIATION, INC.
a/k/a MARSH WINDS HORIZONTAL PROPERTY REGIME**

- ☐ We, the Jury, find for the Plaintiff against the Defendant Marsh Winds Owners Association, Inc. a/k/a Marsh Winds Horizontal Property Regime in the amount of:

\$ -0- actual damages; and

\$ -0- punitive damages.

OR

- ☒ We, the Jury, find for Defendant Marsh Winds Owners Association on the Plaintiff's claim against that Defendant.

AS TO THE DEFENDANT THE MARSHLAND COMMUNITIES, LLC

- ☐ We, the Jury, find for the Plaintiff against the Defendant The Marshland Communities, LLC in the amount of:

\$ -0- actual damages; and

\$ -0- punitive damages.

OR

- ☒ We, the Jury, find for Defendant The Marshland Communities, LLC on the Plaintiff's claim against that Defendant.

**AS TO THE DEFENDANT MARSH WINDS OWNERS ASSOCIATION, INC. a/k/a
MARSH WINDS HORIZONTAL PROPERTY REGIME'S COUNTERCLAIM**

- ☒ We, the Jury find for the Defendant Marsh Winds Owners Association, Inc. a/k/a Marsh Winds Horizontal Property Regime's on their counterclaim against the Plaintiff in the amount of:

\$ 85,227.43 actual damages.

OR

- ☐ We, the Jury, find for the Plaintiff on Defendant Marsh Winds Owners Association's counterclaim against the Plaintiff.

Lee D. [Signature]

JURY FOREPERSON

2/21/2013
DATE

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-10-6239

D.A. Morgan Price

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

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. - This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOXES):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See-attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
D.A. Morgan Price	Todd Chas, Jacara Chas, Marsh Winds Owners Association, Inc. a/k/a Marsh Winds Horizontal Property Regime, and The Marshland Communities, LLC	\$12,650.00
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

Circuit Court Judge

Date _____

11

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

D.A. Morgan Price,

No. 2010-CP-10-6239

Plaintiffs,

vs.

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

Defendants.

ORDER GRANTING
PLAINTIFF'S
MOTION FOR
ATTORNEY'S FEES

FILED
2013 APR 22 PM 1:08
JULIE A. STRONG
CLERK OF COURT

Background

This matter came before this Court for trial on February 19 - 21, 2013. Plaintiff initially brought seven causes of action against the Defendants Todd Chas, Jacara Chas, Marsh Winds Owners Association, Inc., and The Marshland Communities, LLC. Plaintiff sought a verdict for the Breach of Fiduciary Duty cause of action, this Court directed a verdict on all remaining causes of action that were not withdrawn by the Plaintiff. At the conclusion of trial, the jury found for both Defendants Marsh Winds Owners Association and The Marshland Communities on Plaintiff's claim of Breach of Fiduciary Duty, and for Defendant Marsh Winds Owners Association on its Breach of Contract claim in the amount of \$85,227.43. The Plaintiff filed a timely Motion for Attorney's Fees.

FILED
2013 MAY -6 PM 3:48
JULIE A. STRONG
CLERK OF COURT

Analysis

¹ Defendants Todd Chas and Jacara Chas were in default at the time of trial and did not appear.

In awarding "reasonable" attorney fees, there are six factors to be considered: (1) the nature, extent, and difficulty of the legal services rendered, (2) the time and labor necessarily devoted to the case, (3) the professional standing of counsel, (4) the contingency of compensation, (5) the fee customarily charged in the locality for similar legal services, and (6) the beneficial results obtained. Weatherford v. Price, 532 S.E.2d 310, 314 (S.C. Ct. App. 2000); Collins v. Collins, 239 S.C. 170, 122 S.E. 2d 1 (1961); Blumberg v. Nealco, 310 S.C. 492, 427 S.E. 2d 659 (1993); Dedes v. Strickland, *supra*.

Reasonableness of Attorney's Fees in This Case

1. The nature, extent, and difficulty of the legal services rendered.

This case arose when Plaintiff initiated suit on or about August 2, 2010. Trial took place on February 19-21, 2013. This case consisted of the Plaintiff asserting a number of difficult and complex claims against various Defendants.

2. The time and labor necessarily devoted to the case.

Mr. Andrew Radeker filed an affidavit which detailed the time and labor required for trial. According to his affidavit, Mr. Radeker expended forty-six (46) hours on this case in regards to the Chas Defendants.

3. The professional standing of counsel.

Plaintiff's counsel has been licensed and practicing law in the State of South Carolina since 2005. Mr. Radeker is currently a shareholder and officer of Harrison & Radeker, P.A. located in Columbia, South Carolina. He is a member of the South Carolina Bar's Consumer Law Section Council. Mr. Radeker is also the chair of the Real Estate Section of the South Carolina Association for Justice.

4. The contingency of compensation.

Plaintiff's counsel informs this Court that his law firm represents the Plaintiff in this matter on a contingency fee basis. The contingency portion is forty (40) percent of the Plaintiff's gross recovery.

5. The fee customarily charged in the locality for similar legal services.

The hourly rate charged by the Plaintiff's attorney is, according to Mr. Radeker, at the hourly rate of \$275. The contingency portion of this case is forty (40) percent of the Plaintiff's gross recovery. I find this amount to be fair and reasonable.

6. The beneficial results obtained.

Plaintiff's counsel was successful as to Defendants Todd and Jacara Chas, because an entry of default was entered against them prior to trial. As stated before, the Court directed verdicts for the Defendants as to all causes of action but one. The sole cause of action that went to the jury was Breach of Fiduciary Duty, and the jury found for the Defendant.

Therefore, I find the sum of \$12,650 is a reasonable amount because Todd Chas and Jacara Chas were in default and did not actively cause the majority of the expenses incurred by the Plaintiff in his litigation against the other Defendants.

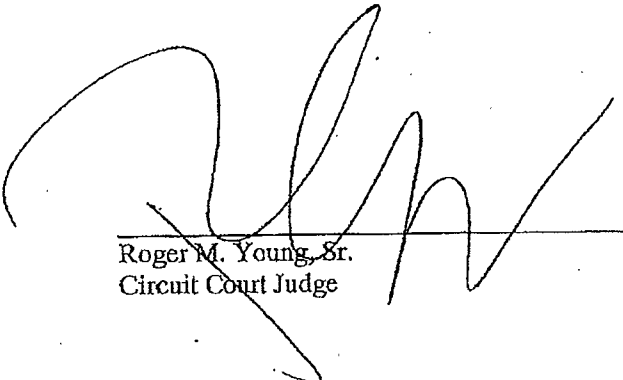
Conclusion

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

Plaintiff's Motion for Award of Attorney's Fees is GRANTED, and hereby awarded the amount of \$12,650 for attorney's fees, which shall be added to the verdict awarded by the jury.

AND IT IS SO ORDERED.

April 19, 2013
Charleston, South Carolina



Roger M. Young, Sr.
Circuit Court Judge

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

D.A. Morgan Price,

Plaintiff(s)

vs.

Todd Chas, et al.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010-CP - 10-

6239

(Please Print)

Submitted By: Andrew S. Radeker

Address: P.O. Box 50143, Columbia, SC 29250

SC Bar #: 73743

Telephone #: (803) 779-2211

Fax #: (803) 779-6700

Other:

E-mail: drew@harrisonfirm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

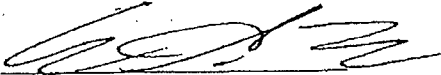
*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20____-CP-_____
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Label (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☒ Other (399)
Fraud/Misrepresentation | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510) | | |

Submitting Party Signature:



Date: July 30, 2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

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.

SUMMONS
(JURY TRIAL DEMANDED)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

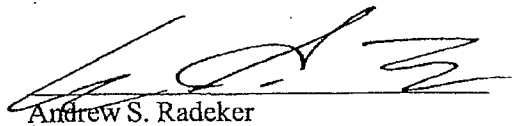
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FILED

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscriber, at his office, P. O. Box 50143, Columbia, South Carolina 29250, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint in the time aforesaid, a judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,



Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (telefax)
drew@harrisonfirm.com (email)

ATTORNEY FOR PLAINTIFF

Columbia, South Carolina

July 30, 2010

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 DEMAND)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

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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.

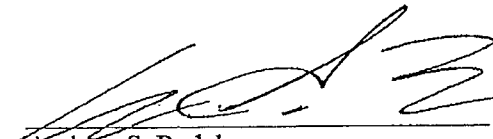
63. The Plaintiff is entitled to a declaratory judgment that these assessments are void and to an Order directing Marsh Winds Owners Association and Marshland Communities to return such of these assessments as the Plaintiff has already paid to the Plaintiff.

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,



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ATTORNEY FOR PLAINTIFF

Columbia, South Carolina

July 30, 2010

LAW OFFICES
HARRISON & RADEKER, P.A.
923 CALHOUN STREET
COLUMBIA, SOUTH CAROLINA 29201

James C. Harrison, Jr.*
Andrew S. Radeker
Andrew M. Thompson

* Mediator/Arbitrator

P.O. Box 50143
Columbia, SC 29250

(803) 779-2211
(803) 779-6700 (FAX)

July 30, 2010

VIA U.S. MAIL

The Hon. Julie J. Armstrong
Clerk of Court of Charleston County
100 Broad St., #106
Charleston, SC 29401

Re: D.A. Morgan Price v. Todd Chas, et al.
Case No.: 2010-CP-10-_____

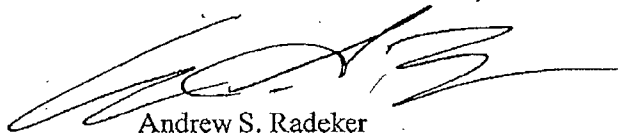
Dear Ms. Armstrong:

Enclosed herewith for filing are an original and one copy of the summons and complaint, with the civil coversheet, in the above-referenced action. Kindly file these materials and return a clocked copy thereof to this office in the stamped and addressed envelope enclosed. Also enclosed is this firm's check in the amount of \$150.00 as the filing fee for this action.

Thank you for your attention to this matter. Of course, if you or your staff have any questions or concerns, please do not hesitate to contact me.

With kind regards, I am,

Very truly yours,
HARRISON & RADEKER, P.A.



Andrew S. Radeker

ASR/

Enclosures

cc: Mr. D.A. Morgan Price

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON) 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.)

MOTION TO SET ASIDE JUDGMENT

held before the Honorable Kristi L. Harrington
Mia Perron, Circuit Court Reporter, 9th Judicial Circuit
in the Charleston County Courthouse
Charleston, South Carolina
on Tuesday, December 16, 2014, Commencing at 10:03 a.m.

SUSAN "MIA" PERRON, CVR-CM-M
Circuit Court Reporter - 9th Judicial Circuit
Post Office Box 31865
Charleston, South Carolina 29417-1865
1-706-231-6028

APPEARANCES OF COUNSEL

FOR THE PLAINTIFF D.A. MORGAN PRICE:

Andrew S. Radeker, Esquire
Harrison & Radeker
923 Calhoun Street
Columbia, South Carolina 29201

FOR THE DEFENDANTS TODD CHAS AND JACARA CHAS:

William A. Scott, Esquire
Pedersen & Scott
775 St. Andrews Boulevard
Charleston, South Carolina 29407

FOR THE DEFENDANTS MARSH WINDS HORIZONTAL PROPERTY REGIME
AND THE MARSHLAND COMMUNITIES, LLC:

Derek F. Dean, Esquire
[Not present]

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EXHIBITS

[None]

D.A. Morgan Price vs. Todd Chas, et al
Motion to Set Aside Judgment
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PROCEEDINGS

THE COURT: State your name for the record and the party you represent.

MR. RADEKER: Drew Radeker, here for the plaintiff, Your Honor.

MR. SCOTT: Your Honor, my name is Will Scott. I'm here for the Chases, Jacara and Todd Chas.

THE COURT: And we are here on your motion, Mr. Scott?

MR. SCOTT: Yes, Your Honor. It's a motion to --

THE COURT: Set aside judgment?

MR. SCOTT: Yes.

THE COURT: And is that the only matter before the Court here today?

MR. SCOTT: Yes, Your Honor, it is.

THE COURT: Mr. Radeker, you are prepared to go forward on that motion?

MR. RADEKER: That's correct, Your Honor.

In fact, we brought a copy of all the stuff that we served during the past few days, a hard copy, so that the Court might have that.

I've also got, and brought a couple more -- although I won't need them because I didn't know if Mr. Dean would attend or not. He represented the

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D.A. Morgan Price vs. Todd Chas, et al
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1 other defendants -- just a notebook containing cases
2 cited in our memorandum, Your Honor. That's it.

3 THE COURT: All right. Thank you.

4 MR. RADEKER: Hand all of that around.

5 I asked Mr. Scott if he wanted a copy with the
6 pretty little purple stamp on it of what I served and
7 he said he didn't need it.

8 MR. SCOTT: I think I've got everything now.

9 THE COURT: You probably have everything and
10 some stuff; right?

11 [Whereupon, Mr. Radeker proffers documents to
12 the Court]

13 THE COURT: Thank you so much.

14 MR. RADEKER: You're welcome, Your Honor.

15 THE COURT: You have stuff, too. Thank you.

16 MR. SCOTT: And this is a memorandum that we
17 submitted previously. I tabbed the documents so we
18 can discuss them and --

19 [Whereupon, Mr. Scott proffers documents to the
20 Court]

21 THE COURT: Thank you.

22 MR. SCOTT: Your Honor, this case involves the
23 sale of a condo in 2008 by the Chases to Mr. Price.
24 They sold -- it's Marsh Winds down near Folly Beach.
25 They sold it for about \$284,000. Two years later,

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December 16, 2014

1 they alone, with the homeowners association, were
2 sued for defects and alleged misrepresentations.
3 There was -- they had moved. There was a service by
4 publication. That's really what we're challenging
5 here today.

6 There was a trial against the other two
7 defendants and that jury came back with a defense
8 verdict. Actually, they awarded the defendants their
9 counterclaim. And because of the instructions in the
10 default, the Chases were -- they had a judgment
11 against them of some 300,000-plus dollars.

12 They did not know about this case. During the
13 entire time, they just did not know this case was
14 going on or had any knowledge. What we're doing here
15 today is challenging the service under Rule 6(d)(d)(4)
16 as void because they never were served properly.

17 And what we've done is put everything in the
18 memorandum. But I would like to go through it. There
19 are really three addresses that are the issue here.
20 The Chases owned an apartment at 95 Magnolia and sold
21 that in 2005. They owned the property at Marsh Winds
22 and sold that in 2008. When they sold that, on the
23 sales -- the closing statement their address was
24 listed as 1602 -- P.O. Box 1602, Folly Beach. They
25 then moved to 4 Middleton Place.

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D.A. Morgan Price vs. Todd Chas, et al
Motion to Set Aside Judgment
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1 During the time -- what happened is Mr. Radeker,
2 through a process server, tried to serve them at the
3 95 Magnolia Place. They found out that they did not
4 live there and they had sold it in 2004. Mr. Radeker
5 -- we have an affidavit of non service from the
6 process server that shows that he -- and this is
7 Exhibit I think C. There's an affidavit of non
8 service that says that they were trying to serve at
9 95 Magnolia. They also only tried to serve Ms. Chas,
10 not Mr. Chas. Both of them are defendants.

11 They then published -- sent an affidavit to the
12 Court, Mr. Radeker did, saying that they had done a
13 diligent search. But it turns out they didn't serve
14 them where they should have been served, either
15 through the Post Office Box or their last known
16 address or anything else.

17 During discovery, they actually were provided
18 the copies of -- provided the address for the Chases,
19 and, again, they did not use those addresses. So when
20 they notified them of the hearing, which requires a
21 ten-day notice, or notice, they did not serve them at
22 the addresses they received during discovery but sent
23 it to the 95 Magnolia address that everybody knew
24 nobody lived at.

25 They never had any notice of these things. And
MIA PERRON, CVR-CM-M

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1 if you go through all of the documents -- and it's
2 pretty well listed out in our memorandum -- there are
3 irregularities with everything. The affidavit of non
4 service only deals with the defendant, Jacara Chas.
5 The address that should have been used -- the most
6 recent address that they clearly had was on the
7 closing statement, Exhibit B, which shows their
8 Post Office Box. And if you look at the affidavit of
9 Mr. and Ms. Chas, they filled out a forwarding address
10 with the post office to send everything from there to
11 the 4 Middleton Place.

12 Exhibit D is a publication. It refers to an
13 amended summons, but there was no amended summons.
14 Affidavit from Mr. Radeker says that there was a
15 diligent search. They actually did everything in
16 reverse. They actually published everything before
17 they got the order of publication. It says that there
18 is going to be -- the order of publication refers --
19 well, it just says what they did and when they mailed
20 everything. But it doesn't go to both of them. The
21 order of publication refers to a complaint and an
22 amended complaint. It's from Tennon [phonetic], which
23 is before -- after the fact, trying to catch up
24 everything. And, again, it is irregular.

25 And then you look at the discovery, you find out

D.A. Morgan Price vs. Todd Chas, et al
Motion to Set Aside Judgment
December 16, 2014

1 they actually had the addresses from the time the
2 discovery was received and they just decided, in the
3 affidavits from Mr. Radeker, that they didn't have any
4 reason to believe those were the last known addresses.
5 Well, they knew that 95 Magnolia Place was not the
6 right address. And they were given two addresses
7 during discovery, from the homeowners association and
8 the other defendants, and there's nothing in the
9 record that says they ever did anything.

10 They never had any opportunity to defend
11 themselves. And what they would like to see --
12 they're not afraid of defending this case if it was
13 dismissed with prejudice -- now, there may be an issue
14 with the statute of limitations. I would suggest that
15 -- request that you enter an order allowing them to
16 defend the case, satisfy the judgment, and then if we
17 try the case again, we try the case again. But they
18 need an opportunity to properly defend themselves
19 because they clearly never had notice of this
20 complaint. Thank you very much.

21 MR. RADEKER: Thank you, Your Honor.

22 The Chases motion must be denied for at least
23 two reasons. One of them is that they have no
24 meritorious defense for the underlying suit, and the
25 other is that the clerk of court's determination that

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Motion to Set Aside Judgment
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1 service by a publication was proper, is final, under
2 the circumstances of this case. Mere irregularities
3 don't make a judgment void and that's all that they
4 can point to here.

5 First of all, looking at the Chases' affidavits,
6 they've got a logic and believability problem in them
7 because they say they moved to the address where they
8 were in November of 2009 and they say that they gave
9 that address as their forwarding address at the
10 closing when they sold this unit to my client. That
11 closing happened on January 3rd, 2008, a year and ten
12 months before they say they moved to the place where
13 they told them you can send our stuff here. And so
14 that just doesn't make sense.

15 Our Supreme Court has said again and again, Ya
16 vs. Collin, Harven -- Yates vs. Brittley, [all
17 phonetic] that as long as there is a record tending to
18 show that diligence was exercised. The clerk of
19 court's determination that diligence was exercised and
20 service by publication was proper, it's a final
21 determination.

22 And as Mr. Scott acknowledged, what was before
23 the Court here was the process server Skip Watkins'
24 affidavit saying, I tried to find these people. And
25 he did it. I mean, he's given an affidavit for us now

D.A. Morgan Price vs. Todd Chas, et al
Motion to Set Aside Judgment
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1 explaining, yes, I did all these things, this is what
2 I did, I looked for both of these people, I could not
3 find them. And my affidavit saying, correctly, as you
4 can look at my affidavit given recently, we looked for
5 these people, we could not find them after a diligent
6 search.

7 And we couldn't have found them. If these
8 people wanted -- had set out to live in Charleston
9 County and be difficult to find, I doubt they could
10 have done a better job than what happened in this
11 case.

12 The place where they say that they live at
13 4 Middleton Place, there is no real property tax
14 record for a 4 Middleton Place, period. When you go
15 on the Charleston County website looking for it, you
16 get a 4 Middleton Court shown as owned not by these
17 people -- it doesn't mention their names -- but by a
18 Thomas Irvin Fetzer. We didn't have that address
19 until 2012, almost two years into this litigation,
20 March of 2012 is when we were served discovery
21 responses that said 4 Middleton Place. And we
22 certainly didn't know that that was these people's
23 address at that time.

24 In depositions in this case of Tom Charlton and
25 Kenneth Colly, who was the 30(b)(6) witness for the

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1 defendants, who provided that as a possible address
2 for the Chas defendants, both of them said they did
3 not know where to find them. Ms. Colly said that she
4 hadn't heard from them in about two years and had no
5 idea where to find them. Mr. Charlton, who was their
6 neighbor at Marsh Winds, and their friend, said that
7 he also had no idea where they were located. We
8 certainly did not know that to be their address. It
9 may well have just been a former address, like the
10 Magnolia Avenue address was, or a possible former
11 address.

12 They complain that in the service by publication
13 process we didn't send them a copy of the summons and
14 complaint to their Folly Beach post office box
15 address. But we knew they didn't live in Folly Beach.
16 And they say -- if you're to believe them, they said,
17 we had our mail forwarded. But mail forwarding only
18 lasts for a year. This case was brought in 2010.
19 That mail forwarding, if it was done when they say it
20 was done, was done in 2008 and so it wouldn't have
21 reached them in any event. I don't even know if they
22 wanted us to send it to the unit that my client bought
23 from them. I mean, we knew that they weren't there.

24 So what the service by publication statute
25 requires is if you know the defendant's residence --

D.A. Morgan Price vs. Todd Chas, et al
Motion to Set Aside Judgment
December 16, 2014

1 residence, not post office box, either -- you're
2 supposed to mail a copy by regular mail of a summons
3 and complaint, in conjunction with the service by
4 publication, to them at that address but if you don't
5 know where they are, no mailing is required. We
6 didn't know where they were. It isn't that -- there
7 wouldn't have been any mailing that's required, in any
8 event.

9 The use of amended summons and amended
10 complaint, it's a typo. It's a clerical error and
11 clerical errors don't affect jurisdiction. Our courts
12 have said again and again that irregularities in
13 applying for service by publication, and that process,
14 don't invalidate service by publication. Our Court in
15 Wachovia Bank vs. Player, there, when affidavit was
16 presented, it said that the sheriff attempted to serve
17 it when, in fact, only a private process server did.
18 They said, no, that's not a jurisdictional error, it
19 doesn't get rid of this.

20 In Clemson Agricultural College of South
21 Carolina vs. Pickens, the Supreme Court looked at a
22 case where -- and that case was replete with
23 irregularity, if you look at that stuff, far more
24 significant and potential in material than what is
25 here. And they said, no, service by publication was

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December 16, 2014

1 proper, when a complaint wasn't even filed at the time
2 that the order was obtained, nor was an affidavit in
3 support of service. And the publication in that case
4 occurred at a place where they knew that the defendant
5 wasn't even there. So this doesn't even rise to that
6 level. Which our Supreme Court has said that doesn't
7 make a judgment void.

8 They don't have any meritorious defenses. We've
9 attached to Mr. Price's affidavit e-mails on which
10 Mr. Chas was copied when he served on the board of
11 directors for the Marshland Condominiums -- the
12 existence of the very defects that he put on the
13 disclosure form he didn't have any knowledge of. So
14 he doesn't have a meritorious defense. The closest
15 that they come to that is a blanket conclusory
16 statement, which courts are loathe to accept in any
17 event, that says we disclosed all of our knowledge on
18 this form and provided it to you, our realtor.

19 Well, the form that was provided to him says --
20 and it doesn't just say no representation. It says,
21 no, there haven't been any problems with these things.
22 It's at odds with what the facts show. Our courts
23 have said a meritorious defense is required, for
24 relief from a judgment, under Rule 60(b).

25 The thing they said, oh, this couldn't have been

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D.A. Morgan Price vs. Todd Chas, et al
Motion to Set Aside Judgment
December 16, 2014

1 done nunc pro tunc. Well, it could have been done
2 nunc pro tunc, but whether it was nunc pro tunc isn't
3 really a defense. The order authorized service by
4 publication and specifically contemplated the
5 publication and all that happened. And there isn't
6 anything that requires the order in which those things
7 occur. The publication served its purpose, which is
8 to try to give notice in some kind of way, where you
9 don't know where the defendants are, to let them know
10 of the pendency of the lawsuit.

11 This was published in the Charleston Post and
12 Courier. It's the newspaper with the largest
13 circulation around here. It is the paper of record
14 for the Charleston area. It's definitely a newspaper
15 of general circulation.

16 I know this: it would be prejudice to us. A
17 motion, even under rule 60b4, which doesn't have the
18 one-year time limit in subsections 1, 2 and 3 have,
19 still must be brought within a reasonable time. Here,
20 this motion is brought some nearly four years after
21 the publication happened, thirty-two days after these
22 defendants say that they discover the existence of
23 this judgment.

24 So if they -- say they had been served on the
25 day that they discovered the existence of this

D.A. Morgan Price vs. Todd Chas, et al
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1 judgment, they would have been in default by the time
2 that they brought this motion and some eighteen months
3 after the judgment in this case was rendered. They
4 say, well, the other defendants got a defense verdict
5 at trial. Well, the situation with them was
6 completely different. It was a question of whether
7 they had a duty.

8 Judge Young let only one cause of action go to
9 the jury as to those defendants because he found they
10 wouldn't have had a preexisting duty, before my client
11 became a member of the owners association, to tell
12 them about the defects. We chose not to appeal that
13 decision, basically as a matter of economics. But the
14 situation is different because sellers always have the
15 duty to disclose defects to the purchaser as a matter
16 of law.

17 Also, he brought a different set of causes of
18 action. There was a lot of overlap. But we brought a
19 cause of action for violation of Real Property
20 Condition Disclosure Act against these folks, which
21 could not have weighed against the other defendants.

22 When you look at the verdict that the jury
23 rendered, it was for actual damages only and not
24 punitive damages. That statute permits the recovery
25 of actual damages and not punitive damages. And so

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1 there's nothing inconsistent about the fact that the
2 other defendants got to walk, because their situation
3 was not the same.

4 We've got a dead witness. A man who testified
5 at the trial has died since the trial was heard.
6 Thomas Trolton provided material testimony about what
7 it was like to live within Marsh Winds. Credible
8 testimony. He wasn't my client, and he didn't have
9 anything to gain by this lawsuit about how it's
10 affected the value of his unit, which is materially
11 identical to my client as all of the units in the
12 condo were, as well as testimony about a recent sale,
13 which was invaluable given how difficult it was for
14 people to sell a property in the dearth of recent
15 sales once knowledge of the defects in Marsh Winds
16 became common knowledge. We can't put him on again at
17 another trial. It's prejudice to us, significant
18 prejudice, and it goes to the reasonableness of the
19 time they brought the motion. Also, as to whether it
20 would be just for the Court to grant it.

21 The beginning of Rule 60(b), which a lot of
22 people, sometime even me it's happened, glossed over,
23 says: upon motion and on such terms as are just, the
24 Court can grant relief from a judgment. It wouldn't
25 be justice to us here.

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Motion to Set Aside Judgment
December 16, 2014

1 Also, I would say this. If they were to have
2 service satisfied, which they say is what -- maybe
3 what they may want, they could come in and say, well,
4 given the passage of time, we have a statute of
5 limitations defense. That wouldn't be just to us.

6 I don't know what we could have done, other than
7 what we did, to locate these people. They say, well,
8 you could have found us through the real property
9 vehicle records. But actually you have to know the
10 4 Middleton Place address, which we did not know at
11 the time, and type in just Chas or Chas J. and not
12 Todd Chas, to get the record of Mr. Chas' car that --
13 would have provided notice. I don't know how Mr.
14 Lufton would have found these people. I don't know
15 how we would possibly have found these people..

16 It's not within a reasonable time. It wouldn't
17 be just to grant their motion. We had no idea that
18 the Middleton Place address was their address. And in
19 the depositions that we took, people indicated to us,
20 even from the party who provided us that as a possible
21 address, no, I don't have any idea where they are.
22 And we didn't have that. We were never provided that
23 that was a possible address for them at the time we
24 obtained the service by publication. They never gave
25 it to my client. Their explanation that they did does

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December 16, 2014

1 not make any sense because they say that they gave
2 them the address a year and ten months before they
3 moved.

4 And so even though they haven't met their --
5 they have a heavy burden to show that they're entitled
6 to relief under Rule 60(b). It would be unjust for
7 the Court to grant a motion. And so as not to belabor
8 this any further, we just incorporate and rest on our
9 memorandum.

10 THE COURT: Thank you.

11 MR. RADEKER: Thank you.

12 MR. SCOTT: Your Honor, there are a few things.

13 First off, it's the plaintiff's burden to show
14 that they had proper service. And in this case there
15 are several issues. First off, let's go back to the
16 meritorious defense. This is a Rule(60)(b)(4).

17 Meritorious defense is not an issue. It deals with
18 service so the Court has -- lacks jurisdiction. You
19 never get to that. But if you did, and you look at
20 the documents that they provided, the disclosure
21 statement that was provided by the Chases actually
22 shows that there were issues with it and there are
23 initials by M.P. and the Chases on one copy of that.

24 What's really significant is Mr. Radeker admits
25 they have the address. They had it through discovery.

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1 They went far enough to say, hey, look, apparently
2 there were issues with publication, so they asked for
3 the address. They got it and then they never did
4 anything with it.

5 With regard to prejudice, already said we'll try
6 the case again. We're not going to argue the statute
7 of limitations. If you think it's prejudicial to
8 Mr. Price when you get a \$3,000 [phonetic] judgment
9 against you and you never have an opportunity to say
10 one word about it, it's prejudicial.

11 If you go to the order itself -- I mean, the
12 statute for publication, it requires several things.
13 It requires diligence by their process server. If he
14 was so diligent, you would have thought that his
15 affidavit actually addressed both defendants, not
16 just one. There is nothing about a Google search.
17 Mr. Chas is well-known in town. All you have to do is
18 Google Mr. Chas and you can find him.

19 They had his e-mail address. As they said, you
20 know, the documents they produced to the Court, they
21 haven't seen an address, never anything by -- never
22 anything in there. All they had to was go to the
23 closing statement and find the address for the post
24 office box. If they went to the realtor, which
25 apparently they never did, they could have gotten a

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Motion to Set Aside Judgment
December 16, 2014

1 listing agreement which had their phone number and
2 e-mail address. They never did any of that. People
3 don't have -- aren't listed in the white pages, so you
4 can't find them in the phone book all the time.
5 People have cell phones.

6 But there are irregularities in the affidavit of
7 non service. There are irregularities in the
8 affidavit provided to the Court. It's after the fact.
9 And then once they -- but what is particularly
10 offensive is they get the information, they get the
11 addresses.

12 And an order for publication requires that
13 before a hearing, once an order of publication has
14 been issued they must send notice of the hearing to
15 the last known address. Well, they knew the Magnolia
16 address was not good. They didn't send it to the two
17 addresses that they had been provided. They did
18 nothing. So not only is service improper originally,
19 but they failed to give proper notice of the hearing,
20 either which would have avoided this judgment.

21 Your Honor, prejudicial: 300,000-dollar
22 judgment that you don't find out about for a year
23 is prejudicial. And in this case when they found
24 out about it was when they went to the bank to look
25 for a loan, they called and talked to me. I called

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1 Mr. Radeker immediately. We didn't file a motion for
2 another two or three days. For some time they
3 couldn't meet with me because of my schedule. And
4 this is in affidavit of Mr. Chas.

5 But we filed a motion as soon as we could. And
6 I called Mr. Radeker and I told him, I said, these are
7 problems, we're going to have to file a motion and --
8 if you don't agree to set it aside. And he didn't, so
9 we filed a motion. They could not have done it
10 faster.

11 Your Honor, it is complex. There are a lot of
12 different issues here. But the only fair thing to do
13 is let both parties have a fair trial. If these
14 issues are so different in this case as they were
15 against the other defendants, trying this case against
16 the Chases is not going to be an issue. We can go try
17 it again. Thank you very much, Your Honor.

18 THE COURT: I'll review the documents that
19 you've submitted. I will hopefully have a ruling
20 within ten days. Thank you.

21 [HEARING CONCLUDES AT 10:28 A.M.]
22
23
24
25

D.A. Morgan Price vs. Todd Chas, et al
Motion to Set Aside Judgment
December 16, 2014

C E R T I F I C A T E

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, the undersigned Mia Perron, Circuit Court Reporter for the 9th Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of the hearing held before the Honorable Kristi L. Harrington, on Tuesday, December 16, 2014.

I do further certify that I am neither kin nor counsel to any of the parties and have no interest in the outcome of this action.

Dated this 22nd day of July, 2015.

Mia Perron

Mia Perron, CVR-CM-M
Circuit Court Reporter
9th Judicial Circuit

MIA PERRON, CVR-CM-M

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

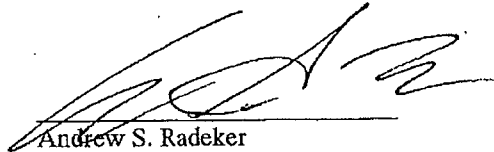
NOTICE OF FILING COMPLAINT

2010 NOV 18 PM 2:06
JULIE J. ARISTRONG
CLERK OF COURT

FILED

YOU WILL PLEASE TAKE NOTICE that the Complaint in the above-captioned action
was filed on August 2, 2010, in the office of the Clerk of Court for Charleston County, South
Carolina.

Respectfully submitted,



Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)
ATTORNEY FOR PLAINTIFFS

Columbia, South Carolina
~~October 29~~, 2010

Nov. 4

STATE OF SOUTH CAROLINA
COUNTY OF ~~RICHLAND~~ ^{CHARLESTON}

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

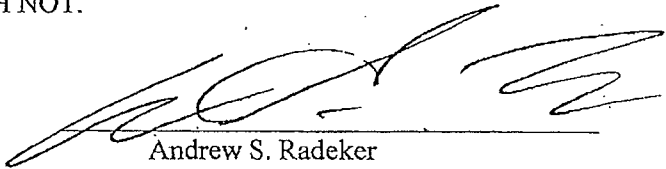
AFFIDAVIT OF DEFAULT OF
DEFENDANTS TODD CHAS AND
JACARA CHAS

FILED
MAY 18 PM 2:05
CLERK OF COURT

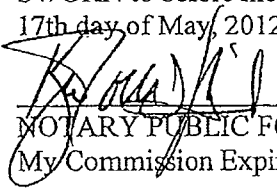
I, Andrew S. Radeker, being first duly sworn, do hereby depose and say as follows:

1. I am an attorney with the law firm of Harrison & Radeker, P.A., attorneys for the Plaintiff in the above-captioned action.
2. Service of the Summons and Complaint in this action upon Defendants Todd Chas and Jacara Chas was completed by publication, as is shown of record, pursuant to an Order permitting such service in this action.
3. It has been much longer than 30 days since such service was completed.
4. Nothing purporting to be a responsive pleading on behalf of Defendants Todd Chas and Jacara Chas has been received by me or my law firm. Defendants Todd Chas and Jacara Chas are in default of the Summons and Complaint in this action.

FURTHER AFFIANT SAYETH NOT.


Andrew S. Radeker

SWORN to before me this
17th day of May, 2012.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 7/13/20

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

CERTIFICATE OF SERVICE

BY

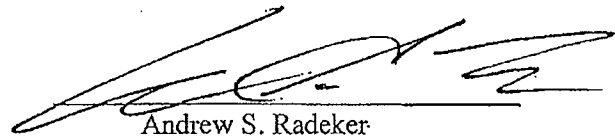
JULIE J. ARMSTRONG
CLERK OF COURT

2012 MAY 18 PM 2:05

FILED

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Plaintiff, do hereby certify and say that I have, on this the 17th day of May, 2012, served the foregoing document in the above-captioned action by depositing the same in the United States Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Derek F. Dean, Esq.
Law Offices of Simons & Dean
147 Wappoo Creek Dr., Suite 604
Charleston, SC 29412



Andrew S. Radeker

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO. 10-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.)

DEPOSITION OF:

KAREN M. COLIE

MAY 31, 2012

1:19 p.m.

McCarn Court Reporting, Inc.

P.O. Box 778

Folly Beach, SC 29439

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A-P-P-E-A-R-A-N-C-E-S Court Reporter: Lisa A. McCarn For the Plaintiff: Harrison & Radeker By: Andrew S. Radeker 923 Calhoun Street Columbia, SC 29201 For the Defendants: Simons & Dean By: Derek T. Dean 147 Haggard Creek Drive, Suite 504 Charleston, SC 29412 INDEX TO EXAMINATIONS <table><thead><tr><th></th><th>Page</th></tr></thead><tbody><tr><td>Mr. Radeker</td><td>3</td></tr><tr><td>Reporter's Certificate</td><td>39</td></tr><tr><td>Exhibit Sheet</td><td>40</td></tr></tbody></table> INDEX TO EXHIBITS <table><thead><tr><th></th><th>Page marked</th></tr></thead><tbody><tr><td>No. 1 Notice of 30(b) (6) Deposition of Defendant Marsh Winds Owners Association</td><td>1</td></tr><tr><td>No. 2 Notice of 30(b) (6) Deposition of Defendant The Harshland Communities, LLC</td><td>3</td></tr><tr><td>No. 3 Marsh Winds' records</td><td>21</td></tr></tbody></table>		Page	Mr. Radeker	3	Reporter's Certificate	39	Exhibit Sheet	40		Page marked	No. 1 Notice of 30(b) (6) Deposition of Defendant Marsh Winds Owners Association	1	No. 2 Notice of 30(b) (6) Deposition of Defendant The Harshland Communities, LLC	3	No. 3 Marsh Winds' records	21	1 A Yes. 2 Q Also, if you have any questions about 3 documents that I show you, about anything that I've 4 asked you, particularly if don't understand what I'm 5 asking you, you're going to need to ask me, rather 6 than anyone else, including your attorney, for 7 clarification on that. Do you understand that, as 8 well? 9 A Yes. 10 Q Now, no reasonable request for a break will 11 be refused. So if you need to use the restroom, get a 12 drink of water or something like that, just let me 13 know. I will let you know that if you do have 14 discussions on the break, even if it's with your 15 lawyer, under most circumstances, I'm allowed to ask 16 about what those discussions were. Do you understand? 17 MR. DEAN: Subject to the proviso that you've 18 not provided us with notice of any documents which 19 you're showing Ms. Colie today, then we're entitled 20 under the rule to go off the record and review those, 21 and you can't ask us about those discussions. 22 MR. RADEKER: Well, we'll note a little 23 disagreement on that as these documents were provided. 24 to you well in advance of two days before this - 25 MR. DEAN: You may have provided them in the
	Page																
Mr. Radeker	3																
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No. 1 Notice of 30(b) (6) Deposition of Defendant Marsh Winds Owners Association	1																
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Page 3	Page 5																
1 (Exhibit No. 1 and No. 2 marked.) 2 KAREN M. COLIE, 3 having been duly sworn, testified as follows: 4 EXAMINATION 5 BY MR. RADEKER: 6 Q Karen, I'm Drew Radeker. We've met before. 7 I'll just start out by telling you some basic stuff 8 about depositions. Have you ever had your deposition 9 taken before? 10 A No. 11 Q Okay. Well, good for you. So the way this 12 works, you're under oath the same way as you would be 13 if you were testifying in the courtroom. I see you 14 nodding. That is something to try to avoid doing, and 15 there is a reason for that. Please, try to answer 16 using spoken responses rather than gestures, so that 17 this court reporter here, who's taking down everything 18 we say, can accurately record what happened. 19 A Okay. 20 Q If there are objections that are made during 21 this deposition, ordinarily you should wait until the 22 objection gets done being made and then answer the 23 question. Only if your attorney instructs you not to 24 answer the question should you not answer it. Do you 25 understand that?	1 course of discovery, but you haven't provided them in 2 accordance with the rule. 3 MR. RADEKER: Well, I guess I disagree with 4 your interpretation of the rule. 5 MR. DEAN: It doesn't matter if you disagree 6 or not, Drew. The rule is specific that you have to 7 provide notice of the documents you're going to use in 8 the deposition within two days or an identification 9 thereof. The discovery request response does not 10 comply with that rule. 11 MR. RADEKER: It's my position that response 12 to a discovery request does comply with that rule. 13 Obviously, we disagree on that. Hopefully, that won't 14 become an issue as we go forward. Obviously, your 15 lawyer will let us know if it does. 16 MR. DEAN: To the extent that you show Ms. 17 Colie a document that she wants to review with me, we 18 intend to go off the record and review that document. 19 And I will not allow her to answer any questions about 20 those discussions. 21 MR. RADEKER: I understand. And we may, at 22 some point, have to take that up with the Court. It 23 may turn out not to matter. I don't know. 24 MR. DEAN: Very good. Thank you. 25 MR. RADEKER: I'm not going to be creating																

2 (Pages 2 to 5)

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1 having a negative slope. That was the only structural 2 deficiency we were aware of. And the developer had 3 notified us about that. And there was a lawsuit 4 related to it. 5 Q When did anyone at the association first 6 become aware of anything about any structural issues 7 concerning the roof on either one of the buildings? 8 A Structural issues? 9 Q Yes. 10 A After 2008, after June of 2008, when the roof 11 blew off. 12 Q Were there other issues concerning the roof 13 on either one of the buildings that anyone at the 14 association was aware of before the roof blew off in 15 the middle of 2008? 16 A Other than general maintenance items, nothing 17 structural. 18 Q Now, you understand that I represent Morgan 19 Price in this lawsuit, correct? 20 A Yes. 21 Q When is the first time that you communicated 22 with Morgan? 23 MR. DEAN: Object to the form. 24 A I can't recall. 25 Q Did you communicate with him at any time	1 management for Marsh Winds, correct? 2 A Correct. 3 Q Todd Chas, he was on the board of directors 4 of Marsh Winds, correct? 5 A Correct. 6 Q Before he sold the unit to Morgan, obviously? 7 A Correct. 8 Q After the roof blew off, Marsh Winds made a 9 number of assessments in connection with that; is that 10 right? 11 A That's right. 12 Q All right. And I guess, tell me about those 13 assessments. 14 A The first assessment was shortly after June 15 of '08 for emergency repairs. We had a disaster- 16 response company respond for the cleanup and emergency 17 roof repairs. It was on Building 2 over two units. 18 An insurance claim was filed, and we did not meet the 19 deductible. 20 Q How much was that assessment for? 21 A I don't recall. Do you want me to give you a 22 range? 23 Q Sure, if you know. 24 A It was between 3 and 5,000. 25 Q 3 to 5,000 total?
Page 15	Page 17
1 before he closed on the unit that's the subject of 2 this case? 3 A Yes. 4 Q Okay. How many times? 5 A Two or three. 6 Q Talk me about each of those. 7 A I recall Morgan contacting our office prior 8 to closing to ask general questions about the 9 association. We spent a good deal about insurance and 10 what the budget included, what the assessments 11 included. Other than that, that's about it. 12 Q Anything else you can recall communicating 13 with him about? 14 A No. I recall it being very straightforward 15 and short conversations. 16 Q Other than the walkways that we talked about 17 earlier, did you say anything to him about any 18 structural issues of any kind - 19 A No. 20 Q - relating to Marsh Winds? 21 A No. 22 Q Marsh Winds is operated by a board of 23 directors, correct? 24 A Yes. 25 Q And Marshlands does the day-to-day property	1 A Per owner. 2 Q Per owner. And how many owners were in Marsh 3 Winds, at that time? 4 A 33. 5 Q Is there 33 today? 6 A Yes. 7 Q Are there any unoccupied units? 8 A Are there any unoccupied - 9 Q Unowned units is a better way to ask that 10 question? 11 A No. 12 Q So there's 33 units, 33 owners today, just as 13 there were in 2008, correct? 14 A Correct. 15 Q All right. Tell me about the second of those 16 assessments. 17 A Well, following all of the engineers being on 18 site, the structural engineers, the architects, they 19 made recommendations to the association and presented 20 it to the whole - to the membership. And there was 21 costs associated with that and estimated bids that 22 were obtained. And the second assessment was to begin 23 the first phase of repairs that were considered life- 24 hazard repairs, things that could not wait. And the 25 assessment was levied in 2010, and this is a guess, in

5 (Pages 14 to 17)

1 assessments are rather high. For instance, flood is
2 in excess of 80,000 a year alone. So you have wind,
3 hail, property on top of all of that. So we bill it
4 separately.
5 Q Have any of the insurance premiums increased
6 since the insurance company became aware of any of the
7 defects in the buildings that were related to the roof
8 blowing off?
9 A Yes.
10 Q Okay. Tell me about those increases.
11 A We had an increase of about 10,000.
12 Q Per year?
13 A Per year.
14 Q And that has continued at that rate since --
15 A No, it was only present while we were doing
16 construction on site.
17 Q So that has gone back down to its previous
18 amount now?
19 A Well, insurance market fluctuates. It's not
20 an elevated amount due to what we're dealing with.
21 Q But there may have been some change in the
22 premium, but the elevated amount is no longer part of
23 the premium; is that right?
24 A Correct.
25 Q I think you said deficiency assessments; is

1 that right?
2 A Deficit.
3 Q Deficit, thank you. Deficit assessments,
4 tell me what you mean by that.
5 A When a homeowner forecloses or is unable to
6 pay their assessments, the other members have to carry
7 the load.
8 Q How about special assessments?
9 A Special assessments are levied by the board
10 of directors in accordance with the master deed.
11 Sometimes it requires a vote of the membership, which
12 most of these have if it's over a certain amount and
13 have to do with an actual funding need for the present
14 time.
15 Q Would those be assessments such as, for
16 example, the one for \$26,515 that was done in 2010?
17 A Yes, that's a special assessment.
18 Q How about late assessments, are those just
19 late charges for not paying the assessments on time?
20 A Right. The master deed dictates the late
21 rule, and nonpayment of assessments incurs late fees.
22 MR. RADEKER: Let's take a break for a
23 second.
24 (Short break.)
25 BY MR. RADEKER:

1 Q The Chases, the other Defendants subject to
2 this case, do you know where those people might be
3 found?
4 A It's been a while since I have had any
5 contact with them. Last I heard, they still lived in
6 the Charleston area. I don't know.
7 Q You say last you heard. When was that?
8 A At least two years ago.
9 Q Maybe more than that?
10 A Possibly.
11 Q You wouldn't know where to find them now?
12 A No, no.
13 Q Lynne Mappus, is she still on the board of
14 directors?
15 A No.
16 Q She's not?
17 A No.
18 Q When did she stop being on the board of
19 directors?
20 A This January.
21 Q How long was she on the board of directors
22 before that?
23 A I couldn't say exactly, but over three years.
24 Q How about Thomas, and you can tell me if I'm
25 pronouncing this guy's name right?

1 A Iorizzo.
2 Q Iorizzo? Thank you. I was not pronouncing
3 it right. Is he still on the board of directors?
4 A No, he has not been on the board for at least
5 almost two years, I would say.
6 Q Do you have any friend or friendly
7 acquaintance relationships with any Circuit Judges in
8 this state?
9 A No.
10 Q Do you attend church?
11 A Yes.
12 Q Okay. Where do you go?
13 A James Island Presbyterian.
14 Q Do you belong to any community associations
15 of any kind?
16 A Yes.
17 Q Okay. What ones?
18 A My own, Shadowmoss Plantation HOA.
19 Q But you don't belong to any clubs or
20 anything?
21 A No.
22 Q Like Junior League, et cetera?
23 A No.
24 Q How far did you go in school?
25 A I finished Wake Forest University in '86.

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON CASE NO. 2010-CP-10-6239

D.A. MORGAN PRICE,	)	
	)	
Plaintiff,	)	
	)	DEPOSITION OF:
vs.	)	THOMAS P. CHORLTON
	)	
TODD CHAS, JACARA CHAS, MARSH	)	
WINDS OWNERS ASSOCIATION a/k/a	)	
MARSH WINDS HORIZONTAL PROPERTY	)	
REGIME and THE MARSHLAND	)	
COMMUNITIES,	)	
	)	
Defendants.	)	
	)	

The deposition of THOMAS P. CHORLTON, taken before Heather M. Curlin, Professional Court Reporter and Notary Public, at the law offices of Simons & Dean, 147 Wappoo Creek Drive, Suite 604, Charleston, South Carolina, on Tuesday, July 24, 2012, commencing at 10:00 a.m.

APPEARANCES

For the Plaintiff:

HARRISON & RADAKER, P.A.
By: Andrew S. Radaker, Esquire
323 Calhoun Street
Columbia, South Carolina 29201
803.779.2211
drew@harrisonfirm.com
(via telephone)

For the Defendants Marsh Winds Owners Association a/k/a
Marsh Winds Horizontal Property Regime and The Marshland
Communities, LLC:

DEAN & DEAN
By: Derek P. Dean, Esquire
147 Happee Creek Drive, Suite 604
Charleston, South Carolina 29412
843.762.9192
dd@nashcharlestonattorneys.net

(The witness reserves the right to read and
sign the deposition transcript.)

THOMAS P. CHORLTON, having been first
duly sworn, testified as follows:

EXAMINATION

BY MR. DEAN:

Q. All right, Tom. We met off the record. My
name is Derek Dean, and I represent some of the
defendants in the action. I represent Marsh Wind Owners
Association, which is the HOA, and the Marshland
Communities, which is the property management company.
The other defendants that have been named are Todd Chas
and Jacara Chas. Do you know Mr. and Mrs. Chas?

A. Yes, I do.

Q. All right. Do you know where they currently
live?

A. I have no earthly idea.

Q. When is the last time you had any
communication with them?

A. I've been trying to figure out the dates on
that. It was at the time that they -- well, there were
two times. One was the -- when they left. And my
recollection is that was probably December of '07, is
what I'm thinking, but it could have been a year later.

INDEX TO EXAMINATION

Witness:

THOMAS P. CHORLTON (sworn)

	Page
Examination by Mr. Dean	4
Examination by Mr. Radaker	22
Further Examination by Mr. Dean	32
Certificate of Reportar	34
Deponent Correction Sheet	35

INDEX TO EXHIBITS

(No exhibits were proffered.)

Q. All right.

A. But they -- seems to me it was a December,
and they just picked up and left because they were going
to go on a very lengthy trip to Mexico with their four
kids. They had a habit of picking up and moving every
couple of years, so I wasn't especially surprised.

Q. All right.

A. Then I did get an e-mail from Jacara maybe
six months ago about something or other. I don't even
recall if I ever read the e-mail. It's long since
vanished.

Q. Was it about this litigation?

A. No. No. I don't know what it was about.
Quite honestly, I don't think I read it. I just -- I
get so many e-mails, I just pass most of it.

Q. All right. You've been named as a witness by
the plaintiff in this case. The plaintiff's name is
Morgan Price. Do you know Morgan Price?

A. I do.

Q. How do you know him?

A. He owns Unit 1 -- A, B, C -- 1-D, and his
mother Victoria lives there, is a friend of mine.

Q. Is she a permanent resident?

A. Yeah. Yeah.

Q. And does she rent the unit from Mr. Price?

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
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.)

**NOTICE OF MOTION, MOTION TO
SET ASIDE JUDGMENT, AND
SUPPORTING MEMORANDUM
OF LAW**

By

JULIE J. ARMSTRONG
CLERK OF COURT

2014 AUG 29 PM 2:12

FILED

YOU WILL PLEASE TAKE NOTICE that Defendants, Todd Chas and Jacara Chas (collectively, the "Chases"), hereby move for an order setting aside the judgment rendered against them in the above-captioned case, pursuant to Rule 60(b)(4) of the South Carolina Rules of Civil Procedure. The judgment is void *ab initio* for lack of service, lack of personal jurisdiction, and lack of due process. The Chases also have a meritorious defense.

This Motion is supported by a Title to Real Estate (attached as Exhibit A), Settlement Statement for the sale of the Unit (relevant portion attached as Exhibit B), Affidavit of Non-Service (attached as Exhibit C), Affidavit of Publication (attached as Exhibit D), Affidavit of Andrew S. Radeker (attached as Exhibit E), Order for Service By Publication (attached as Exhibit F), Answers to Plaintiff's Interrogatories (relevant portion attached as Exhibit G), Notice of Trial/Hearing on Damages as to Defendants Todd Chas and Jacara Chas (attached as Exhibit H), Affidavit of Todd Chas (attached as Exhibit I), Affidavit of Jacara Chas (attached as Exhibit J), and applicable case law, rules and statutes.

I. FACTUAL AND PROCEDURAL BACKGROUND

This case concerns the sale of condominium unit 1-D (the "Unit") at the Marsh Winds condominiums in Folly Beach, South Carolina by the Chases to the Plaintiff. (Compl. ¶¶ 2, 9). The Chases sold the Unit to the Plaintiff on January 3, 2008. (Ex. I ¶4, Ex. J ¶4). Prior to the sale, the Chases provided a disclosure, as required by S.C. Code Ann. § 27-50-10, *et seq.*, listing any known defects or problems with the Unit, and submitted the disclosure to their realtor, Nat Wallen ("Wallen"). (Ex. I ¶4, Ex. J ¶4).

The Plaintiff filed this action on August 2, 2010, against Todd and Jacara Chas, Marsh Winds Owners Association, Inc. a/k/a Marsh Winds Horizontal Property Regime ("Marsh Winds"), and The Marshland Communities, LLC ("Marshland"), alleging violation of S.C. Code Ann. §27-50-65, violation of the South Carolina Unfair Trade Practices Act, failure to disclose defects, negligent misrepresentation, conspiracy, breach of fiduciary duty, and seeking a declaratory judgment rendering certain HOA assessments void. On November 3, 2010, Marshland filed an answer and motion to dismiss for lack of standing. On November 17, 2010, Marsh Winds filed an answer and a counterclaim, alleging breach of contract and seeking a declaratory judgment regarding Plaintiff's payment of homeowners' assessments. A jury trial was held on or around February 19, 2013. The jury found in favor of all the Defendants except the Chases. Judgment was rendered against Plaintiff in favor of Marsh Winds on its counterclaim in the amount of \$85,227.43. Judgment was rendered against the Chases in favor of the Plaintiff in the amount of \$300,227.43. On March 14, 2013, Plaintiff filed a motion for a new trial, which the Court denied.

The Chases never made an appearance in the case. (Ex. I ¶ 15, Ex. J ¶ 15).

II. ARGUMENT AND AUTHORITY

The Chases were never properly served with any documents relating to this case. Therefore, the court lacks personal jurisdiction over them, and the judgment must be voided. Rule 60(b)(4) of the South Carolina Rules of Civil Procedure provides, in pertinent part: “On motion and on such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (4) the judgment is void; . . .” Rule 60(b)(4), South Carolina Rules of Civil Procedure.

“A void judgment is one that, from its inception, is a complete nullity and is without legal effect[.]” Thomas & Howard Co. v. T.W. Graham & Co., 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995); *see also*, BB&T v. Taylor, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006). “The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction.” Universal Benefits, Inc. v. McKinney, 349 S.C. 179, 183, 561 S.E.2d 659, 661 (Ct.App.2002) (quoting McDaniel v. U.S. Fid. & Guar. Co., 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct.App.1996)); *see also*, BB&T, 369 S.C. at 551, 633 S.E.2d at 503 (“A judgment is void if a court acts without personal jurisdiction.”).

“It is the plaintiff’s burden to show that the court has personal jurisdiction over the defendant.” Jensen v. Doe, 292 S.C. 592, 594, 358 S.E.2d 148, 148 (Ct.App.1987). “There is a presumption of proper service when the civil rules on service are followed.” Fassett v. Evans, 364 S.C. 42, 47, 610 S.E.2d 841, 843 (Ct. App. 2005).

This entire action, including the trial, was conducted without the knowledge of the Chases, who only first learned about this case on July 28, 2014. (Ex. I ¶12, Ex. J ¶12). The Chases have never made an appearance in this case. (Ex. I ¶15, Ex. J ¶15). After learning of this

case and the judgment, the Chases immediately sought and met with an attorney on August 21, 2014, which was the first time the attorney could meet with the Chases. (Ex. I ¶13, Ex. J ¶13). As such, this Motion is being made within a reasonable time, as required by Rule 60.

There are at least ten (10) deficiencies with service that require the judgment to be set aside:

1. The Affidavit of Non-Service shows the Plaintiff failed to exercise the proper due diligence when attempting to serve the Chases. Plaintiff attempted to serve Jacara Chas at 95 Magnolia Avenue, Apartment/Unit B, Charleston, South Carolina 29403, by process server (Charles V. Lupton) on August 30, 2010, and on September 1, 2, and 3, 2010. (Ex. C). There is no indication that the process server ever attempted to serve Todd Chas at any location. However, Jacara Chas no longer resided at this address. The Affidavit of Non-Service actually states the Chases were not the residents of 95 Magnolia Avenue, as indicated to Mr. Lupton by the City of Charleston Police Department. (Ex. C). Charleston County property records indicate the Chases sold the 95 Magnolia Avenue property in 2004. (Ex. A). A search of Charleston County property records (or a simple reading of the Affidavit of Non-Service from Plaintiff's own process server) should have told Plaintiff's attorney that he was attempting service at the wrong address.

2. The Affidavit by Plaintiff's attorney demonstrates that service by mail was improper. The Affidavit states that Plaintiff's attorney sent a copy of the Summons and Complaint in this action to the Chases at 95 Magnolia Avenue "via regular U.S. mail." (Ex. E ¶ 4). Besides attempting to serve the Chases at this wrong address, discussed above, Plaintiff's attorney attempted service by an improper method. Pursuant to Rule 4(d)(8) of the South Carolina Rules of Civil Procedure, any attempt at service by mail must be made by certified mail,

return receipt requested, delivery restricted to addressee. Even if the Chases did still reside at 95 Magnolia Avenue at this time, service would not have been proper.

3. The Plaintiff missed, disregarded, or did not pursue numerous items that would have given Plaintiff the correct contact information for the Chases. The Settlement Statement signed at closing by both the Chases and the Plaintiff provided the Chases' mailing address as P.O. Box 1602, Folly Beach, South Carolina 29439. (Ex. B). The Plaintiff never attempted service by using that address. Prior to the closing, the Chases completed a change of address form with the United States Post Office so that any mail sent to P.O. Box 1602, Folly Beach, South Carolina 29439 would be forwarded to 4 Middleton Place, Charleston, South Carolina 29403, where they have continuously resided since November of 2009. (Ex. I ¶¶2, 6, Ex. J ¶¶2, 6).

At the closing, the Chases gave their correct forwarding address to both the Plaintiff and to Wallen, the Chases' realtor. The address given was 4 Middleton Place, Charleston, South Carolina 29403. (Ex. I ¶7, Ex. J ¶7).

The Chases have continuously owned at least one vehicle that has been registered in Charleston County since 2009. (Ex. I ¶9, Ex. J ¶9). The Chases are both registered to vote in Charleston County. (Ex. I ¶10, Ex. J ¶10). The Chases both have South Carolina driver's licenses. (Ex. I ¶11, Ex. J ¶11). The addresses listed on their vehicle registration, voter registrations, and driver's licenses have always remained current and up to date. (Ex. I ¶¶9-11, Ex. J ¶¶9-11).

4. The Order for Service By Publication ("Publication Order") is defective for numerous reasons and must be voided. South Carolina law requires the filing of an affidavit, to the satisfaction of the court, stating the person on whom service is to be made cannot, after due

diligence, be found. S.C. Code Ann. §15-9-710. South Carolina law also requires the filing of an affidavit before a notary public, stating that the notice of publication has been printed or published. S.C. Code Ann. §15-9-15.

a. The Affidavit of Publication shows the Notice of Publication was published in The Post and Courier on October 7, 14, and 21, 2010. (Ex. D). However, Plaintiff did not file an Affidavit in Support of an Order of Publication until November 18, 2010. (Ex. E). The Publication Order was filed November 22, 2010. (Ex. F). Plaintiff attempted to serve the Chases by publication but did not have the required order at the time of publication.

b. The Publication Order is defective because it relies on an Affidavit of Non-Service that only refers to Jacara Chas. (Ex. C). There is no Affidavit of Non-Service filed for Todd Chas.

c. The Publication Order is defective because it orders that an "Amended Summons" and an "Amended Complaint" be served by publication on the Chases. (Ex. F). There is no Amended Summons or Amended Complaint filed in this case. The Publication Order orders the service of documents that do not exist.

d. The Publication Order is defective because it relies on the Affidavit of Plaintiff's attorney, which states that Plaintiff's attorney sent a copy of the Summons and Complaint in this action to the Chases at 95 Magnolia Avenue "via regular U.S. mail." (Ex. E ¶4). As already discussed above, this method of service was improper.

e. The Publication Order was not issued properly, was not in accordance with the law, and is null and void. The Publication Order was ordered *nunc pro tunc*, which is a phrase applied to acts allowed to be done after the time they should have been

done, with a retroactive effect. Black's Law Dictionary 737 (7th Ed. 1991). "*Nunc pro tunc* orders can only be used to place in the record evidence of judicial action that has actually taken place." Ex Parte Strom, 343 S.C. 257, 264, 539 S.E.2d 699, 702-703 (2000). "[S]uch an order can be used only for the purpose of placing in the record evidence of judicial action that has actually been taken, not to correct an error or supply an omission of judicial action." Ex Parte Strom, 343 S.C. at 265 (quoting Carroll v. Carroll, 338 S.W.2d 694, 695 (Ky. Ct. App. 1960)). There are simply no facts or circumstances in this case that warrant the issuance of the Publication Order *nunc pro tunc*.

5. The Notice of Publication is defective because it does not state when the Complaint was filed. "In all cases in which publication is made the complaint must first be filed and the summons, as published, must state the time and place of such filing." S.C. Code Ann. §15-9-740. The Complaint was filed on August 2, 2010. The Summons, as published, does not state this date.

6. The Notice of Trial was not properly served. On February 13, 2013, Plaintiff sent the Notice of Trial for the Chases to 95 Magnolia Avenue, Apartment/Unit B, Charleston, SC 29403, which was the wrong address, as discussed above. On or around March 28, 2012, in a response to Plaintiff's own interrogatories, Plaintiff was given the correct address for the Chases: 4 Middleton Place, Charleston, South Carolina 29403. (Ex. G). Despite having this information, Plaintiff still attempted to serve the Notice of Trial on the Chases at the wrong address.

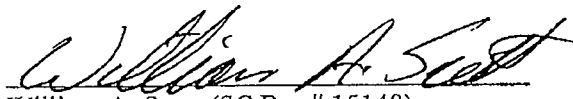
While a motion to set aside a judgment pursuant to Rule 60(b)(4) does not require a showing of a meritorious defense, the Chases have a meritorious defense. They disclosed any known defects or problems with the Unit to Wallen, their realtor, prior to the sale. (Ex. I ¶4, Ex. J

¶4). Further, the jury returned a defense verdict for the other defendants. Had the Chases been properly served and informed of this case, they could have asserted a proper defense and prevailed.

III. CONCLUSION

For all of the reasons stated herein, the Chases respectfully request the court issue an order setting the judgment aside.

ROGERS TOWNSEND & THOMAS, PC



William A. Scott (SC Bar # 15148)

775 St. Andrews Blvd.

Charleston, South Carolina 29407

Tel: (843) 556-5656

Fax: (843) 556-5635

ATTORNEYS FOR DEFENDANTS

TODD CHAS AND JACARA CHAS

Dated: August 29, 2014.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That JACARANDA CHAS AND J. TODD CHAS in the State aforesaid, in consideration of the sum of THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$335,000.00), to the Grantor(s) in hand paid at and before the sealing of these presents by the Grantee(s) the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said DELETA E ROBINSON, her heir(s) and assign(s) forever,

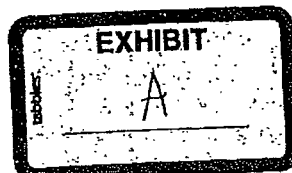
All that lot, piece or parcel of land, situate, lying and being in the City and County of Charleston, State aforesaid and shown and designated as Lot No. 93 on a plan of Rutledge Heights and recorded in the RMC Office for Charleston County in Plat Book C at page 145. Said lot measuring and containing Forty-one feet (41') in front on Magnolia Avenue, by the same on the back line, and one hundred and five feet (105') in depth, be all the said dimensions a little more or less; butting and bounding to the South on Lot No. 91, to the West on Lot No. 94, to the North on Lot No. 95 and to the East on Magnolia Avenue.

ALSO

All that lot, piece or parcel of land, situate, lying and being in the City and County of Charleston, State aforesaid and shown and designated as Lot No. 95 on a plan of Rutledge Heights and recorded in the RMC Office for Charleston County in Plat Book C at page 145. Said lot measuring and containing Forty-one feet (41') in front on Magnolia Avenue, by the same on the back line, and one hundred and five feet (105') in depth, be all the said dimensions a little more or less; butting and bounding to the South on Lot No. 93, to the West on Lot No. 96, to the North on Lot No. 97 and to the East on Magnolia Avenue.

Being the same property conveyed to the Grantors herein by deed of Esther Cowell dated 7/27/00 and recorded in Book R352, Page 451 in the RMC Office for Charleston County.

TMS# 463-08-01-038



EX 15.7-8893

203 Sess Street St

GRANTEES ADDRESS: 95-MAGNOLIA AVENUE, CHARLESTON, SC 29403

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

And the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the Grantee(s) hereinabove named, and the Grantee's Heirs and Assigns against the Grantor(s) and the Grantor's(s') Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's(s') hand(s) and seal(s) this 2ND day of DECEMBER, in the year of our Lord Two Thousand Four.

SIGNED, SEALED AND DELIVERED in the Presence of:

Donna Hamell
1st witness signs

[Signature]
2nd witness signs

Jacaranda Chas
JACARANDA CHAS
J. Todd Chas
J. TODD CHAS

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2004, by JACARANDA CHAS AND J. TODD CHAS.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/17/2009

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property is being transferred by JACARANDA CHAS AND J. TODD CHAS, on DELETA E ROBINSON.
3. The Deed is:
 - a. XXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or month's worth.
4. Check one of the following if either item 3a or item 3b above has been checked.
 - a. XXXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$335,000.00.
5. Check YES or NO XXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer.
6. The DEED recording fee is computed as follows:
 - a. XXXX the amount listed in item 4 above.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
ATTORNEY
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Grantor, Grantee, or Attorney connected with this transaction

SWORN to before me this
2ND day of DECEMBER, 2004.

Norma L. Hanell
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-10-10

RECORDER'S PAGE

This page Must remain with
the original document.



C. J. Manos

BK U517PG395

Recording
Fee 10.00
State
Fee 871.00
County
Fee 368.50

Postage

TOTAL 1249.50

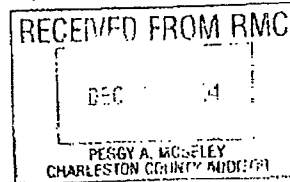
A

FILED

U517-395

2004 DEC -2 PM 1:38

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC



**PID VERIFIED
BY ASSESSOR**

REP LDL

DATE 12/01/04

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

1. ☐ FHA 2. ☐ FinHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.6. FILE NUMBER:
07-13527. LOAN NUMBER:
5712455

8. MORTGAGE INS CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (07-1352.PFD007-1352/15)

D. NAME AND ADDRESS OF BUYER:

Daniel Aaron Morgan Price
5736 6th St. North
Arlington, VA 22205

E. NAME AND ADDRESS OF SELLER:

Todd Chas and
Jacara Chas
PO Box 1602
Folly Beach, SC 29439

F. NAME AND ADDRESS OF LENDER:

New South Mortgage
Corporation
4975 LaCross Rd., Ste. 250
North Charleston, SC 29406

G. PROPERTY LOCATION:

2392 Folly Road Unit 1D
Folly Beach, SC 29439
Charleston County, South Carolina

H. SETTLEMENT AGENT:

20-844 1906

Manaker & Associates, LLC

PLACE OF SETTLEMENT

571 Folly Road

Charleston, SC 29412

I. SETTLEMENT DATE:

January 3, 2008

TMS No.: 328-00-00-404

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:

101. Contract Sales Price	285,740.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	6,417.22
104.	
105.	

Adjustments For Items Paid By Seller in advance

106. City/Town Taxes	to	
107. County Taxes	to	
108. Assessments	01/03/08 to 02/01/08	528.55
109.		
110.		
111.		
112.		

120. GROSS AMOUNT DUE FROM BUYER 292,685.77

200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:

201. Deposit or earnest money	1,000.00
202. Principal Amount of New Loan(s)	257,168.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Seller Paid Closing Costs	4,500.00

Adjustments For Items Unpaid By Seller

210. City/Town Taxes	to	
211. County Taxes	01/01/08 to 01/03/08	3.69
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		

220. TOTAL PAID BY/FOR BUYER 262,669.69

300. CASH AT SETTLEMENT FROM/TO BUYER:

301. Gross Amount Due From Buyer (Line 120)	292,685.77
302. Less Amount Paid By/For Buyer (Line 220)	(262,669.69)
303. CASH (X FROM) (TO) BUYER	30,016.08

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract Sales Price	285,740.00
402. Personal Property	
403.	
404.	
405.	

Adjustments For Items Paid By Seller in advance

406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		

420. GROSS AMOUNT DUE TO SELLER 285,740.00

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	17,492.60
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage to America's Servicing Co	213,755.18
505. Payoff of second Mortgage to Regions Bank	39,319.31
506. Deposit retained by broker	1,000.00
507.	
508.	
509. Seller Paid Closing Costs	4,500.00

Adjustments For Items Unpaid By Seller

510. City/Town Taxes	to	
511. County Taxes	01/01/08 to 01/03/08	3.69
512. Assessments	01/01/08 to 01/03/08	36.45
513.		
514.		
515.		
516.		
517.		
518. Additional/ HOA Dues to Marsh Winds Horizontal Prop		12,240.00
519.		

520. TOTAL REDUCTION AMOUNT DUE SELLER 288,347.23

600. CASH AT SETTLEMENT TO/FROM SELLER:

601. Gross Amount Due To Seller (Line 420)	285,740.00
602. Less Reductions Due Seller (Line 520)	(288,347.23)
603. CASH (TO) (X FROM) SELLER	2,607.23

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer

Daniel Aaron Morgan Price

Seller

Todd Chas

EXHIBIT

B

STATE OF SOUTH CAROLINA)

COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

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 HORIZON-
TAL PROPERTY REGIME, and THE
MARSHLAND COMMUNITIES, LLC)

Defendants)

AFFIDAVIT OF NON-SERVICE

FILED
2010 NOV 10 PM 2:06
JULIE J. ARMSTRONG
CLERK OF COURT

PERSONALLY appeared, CHARLES V. LUPTON, who, being first
duly sworn, deposes and says that he attempted to serve

DOCUMENTS: certified Civil Cover Sheet, Summons and Complaint

UPON: Jacaranda C. Chas, a/k/a Jacara Chas, one of the Defendants

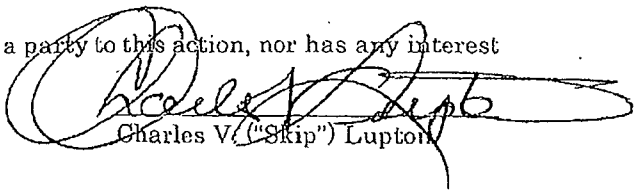
AT: 95 Magnolia Avenue, #B, Charleston, South Carolina 29403

DATE/TIME: August 30, 2010 at 8:00 p.m.;
September 1, 2010 at 8:00 a.m.;
September 1, 2010 at 7:00 p.m.;
September 2, 2010 at 7:30 a.m.;
September 2, 2010 at 4:30 p.m.;
September 3, 2010

HOWEVER: according to identification of the subject to the City of Charleston
Police Department, the resident of this property is Mr. (?) Boling.

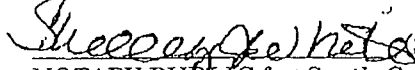
Additionally, there are no records in Charleston County for this
subject as owning any real property or motor vehicles, or of paying
property taxes; there is no listing for this subject in the 2010
Greater Charleston Telephone Directory or the 2010 Charleston
Cross-City Directory.

THAT deponent is not a party to this action, nor has any interest
therein.


Charles V. ("Skip") Lupton

EXHIBIT

SWORN To and Subscribed Before Me
Date: September 8, 2010

 (SEAL)
NOTARY PUBLIC for: South Carolina
My Commission Expires 11/15/2014

FILED
2010 NOV 18 PM 2:06
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

HARRISON, JAMES C. JR., PA
P O BOX 50143
COLUMBIA SC 29201

2010-6239

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina

County of Charleston

Personally appeared before me the undersigned advertising clerk of the above indicated newspaper published in the city of Charleston, county and state aforesaid, who, being duly sworn, says that the advertisement of

(copy attached)

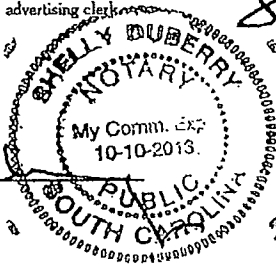
appeared in the issues of said newspaper on the following day(s):

10/07/10 Thu PC	10/21/10 Thu CNW
10/14/10 Thu PC	
10/21/10 Thu PC	
10/07/10 Thu CNW	
10/14/10 Thu CNW	

at a cost of \$335.63
Account# 104738
Order# 399803
P.O. Number:

Subscribed and sworn to before
me this 22nd day
of OCTOBER
A.D. 2010

Shelly Duberry
NOTARY PUBLIC, SC
My commission expires



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' As-
sociation, Inc. et al/a Marsh
Winds Horizontal Property
Regime, and The Marshland
Communities, LLC, Defendants.
SUMMONS
(JURY TRIAL
DEMANDED)
TO THE DEFENDANTS
ABOVE NAMED:
YOU ARE HEREBY
SUMMONED and required
to answer the Complaint in
this action, a copy of which
is herewith served upon
you, and to serve a copy of
your answer to the said
Complaint upon the sub-
scriber, at his office, P.O.
Box 50143, Columbia,
South Carolina 29250, with-
in thirty (30) days after the
service hereof, exclusive of
the day of such service;
and if you fail to answer the
Complaint, in the time
aforesaid, a judgment by
default will be rendered
against you for the relief
demanded in the Com-
plaint.
Andrew S. Radeker
HARRISON &
RADEKER, P.A.
Post Office Box 50143
Columbia, SC 29250
(803) 779-2211
(803) 779-6700 (telex)
drew@harrisonfirm.com
(email)
ATTORNEY FOR
PLAINTIFF
Columbia, South Carolina
July 29, 2010 AD# 37993

EXHIBIT

D

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

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,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CASE NUMBER 2010-CP-~~10~~-6239

AFFIDAVIT

2010 NOV 18 PM 2:06
JULIE J. ARMSTRONG
CLERK OF COURT

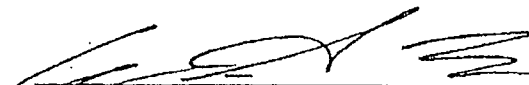
FILED

PERSONALLY APPEARED before me Andrew S. Radeker, who being first duly sworn, deposes and says:

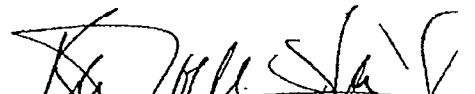
- 1) He is an Attorney for the Plaintiffs and is a member of the Bar of this State.
- 2) As shown by the affidavits attached hereto as Exhibit A, Defendants Todd Chas and Jacara Chas, a/k/a Jacaranda Chas cannot be found after a diligent search.
- 3) A cause of action exists against these Defendants in respect to which service by publication is sought to be made, and the said Defendants are proper parties to this action.
- 4) On November ¹²~~3~~, 2010, I mailed a copy of the summons and complaint in this action to Defendants Todd Chas and Jacara Chas, a/k/a Jacaranda Chas via regular U.S. mail at their last known address, said address being:

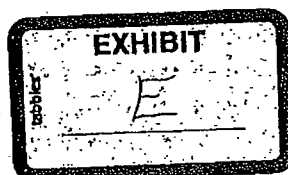
Todd Chas and Jacara Chas, a/k/a Jacaranda Chas
95 Magnolia Avenue, Apartment/Unit B
Charleston, SC 29403

Thus says the Affiant.


Andrew S. Radeker

Sworn to before me this 12 day of November, 2010


Kevin Hain, Public Notary for South Carolina
My Commission Expires: 07-13-2020



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.

ORDER FOR SERVICE BY
PUBLICATION

FILED
2010 NOV 22 AM 10:06
BY JULIE J. RYSTRONG
CLERK OF COURT

It appearing to my satisfaction from the affidavit of Andrew S. Radeker, Attorney for the Plaintiffs, and the affidavit of Charles V. ("Skip") Lupton of record herein that a cause of action exists in favor of the above-named Plaintiffs against Defendants Todd Chas and Jacaranda C. Chas a/k/a Jacara Chas, the same being shown by the Complaint and Amended Complaint filed in this action, that the aforesaid Defendants cannot be found in this State with due diligence, and that the aforesaid Defendants are proper parties to the action,

NOW, THEREFORE, ON MOTION OF Andrew S. Radeker, Attorney for the Plaintiff, IT IS ORDERED that the Amended Summons in the above entitled action, together with the Notice of filing the Complaint and Amended Complaint, be served upon Defendants Todd Chas and Jacaranda Chas a/k/a Jacara Chas by publication of the same in the Charleston Post and Courier, a weekly newspaper of general circulation published in the County of Charleston, South Carolina, once a week for three (3) successive weeks, nunc pro tunc to October 7, 14, 21, 2010. A copy of the summons and complaint and amended summons and amended complaint has been mailed to these Defendants' last known addresses, as shown by affidavit of Andrew S. Radeker.

Julie J. Rystrom
Clerk of Court, Charleston County

Charleston, South Carolina

EXHIBIT

F

LAW OFFICES
HARRISON & RADEKER, P.A.
923 CALHOUN STREET
COLUMBIA, SOUTH CAROLINA 29201

RECEIVED NOV 16 2010

James C. Harrison, Jr.*
Andrew S. Radeker
Andrew M. Thompson

P.O. Box 50143
Columbia, SC 29250

(803) 779-2211
(803) 779-6700 (FAX)

* Mediator/Arbitrator

November 12, 2010

VIA U.S. MAIL

The Hon. Julie J. Armstrong
Clerk of Court of Charleston County
100 Broad Street, #266
Charleston, SC 29401

Re: D.A. Morgan Price, v. Todd Chas, et al
Case No.: 2010-CP-10-6239

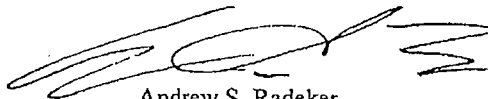
Dear Ms. Armstrong:

Enclosed herewith are an original and one copy of a proposed Order Permitting Service by Publication, its supporting affidavits, and a Notice of Filing Complaint in the above-referenced action. When the proposed Order has been signed, kindly file these materials and return a clocked copy of thereof to this office in the stamped and addressed envelope enclosed for your convenience.

Thank you for your attention and assistance in this matter. Of course, if you have any questions or concerns, please do not hesitate to contact us.

With kind regards, I am,

Very truly yours,
HARRISON & RADEKER, P.A.



Andrew S. Radeker

ASR/

Enclosures

COPY

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

D.A. Morgan Price,)

Plaintiff,)

vs.)

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

Defendants.)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2010-CP-10-6239

DEFENDANT MARSH WINDS
OWNERS ASSOCIATION, INC.
A/K/A MARSH WINDS HORIZONTAL
PROPERTY REGIME ANSWERS TO
PLAINTIFF'S INTERROGATORIES

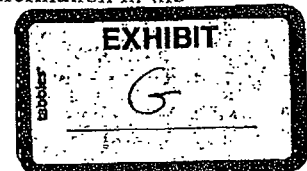
TO: ANDREW S. RADEKER, ESQUIRE, ATTORNEY FOR D. A. MORGAN PRICE:

Defendant Marsh Winds Owners's Association, Inc. a/k/a Marsh Winds Horizontal Property Regime ("Marsh Winds"), answering Plaintiff D. A. Morgan Price's ("Plaintiff") Interrogatories, make the following objections which are hereby incorporated in and made a part of each answer set forth below:

1. Marsh Winds Owner's Association objects to the information sought by Plaintiff's Interrogatories, to the extent that they request documents and/or information which were prepared in anticipation of litigation or for trial by Marsh Winds or its representatives concerning anticipated litigation, so that any such documents are privileged as work product or attorney/client privilege, thereby protected from disclosure under the provision of the South Carolina Rules of Civil Procedure.

2. Marsh Winds objects to the extent that Plaintiff's Interrogatories are inconsistent with or enlarge upon the South Carolina Rules of Civil Procedure.

3. Marsh Winds objects to each Interrogatory to the extent that it requests information in the



possession of persons or entities not under the control of Marsh Winds.

4. Marsh Winds reserves the right to supplement and/or amend these responses.

Without waiving said objections, Marsh Winds, answering Plaintiff's Interrogatories, which are hereby incorporated in and made a part of each answer set forth below, states as follows:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case, indicate whether written or recorded statements have been taken from the witnesses, and indicate who has possession of such statements.

ANSWER: In addition to the following witnesses, Marsh Winds reserves the right to call as a witness any such witness named by any party to this litigation or identified through discovery.

- a. D.A. Morgan Price
- b. Todd and Jacara Chas
4 Middleton Pl.
Charleston, SC 29403-3617
and/or
P.O. Box #1602
Folly Beach, SC 29439
- c. Susan Stewart
- d. Lynne Mappus
- e. Breck Klein
and/or other representative(s) and/or members
Marsh Winds Owners Association, Inc.
c/o Simons & Dean
- f. Karen Colie and/or other representative(s) and/or members
The Marshland Communities, LLC
c/o Simons & Dean
- g. Brian Kline
Carolina One Real Estate
4390 Belle Oaks Drive, Ste. 100
Charleston, SC 29405
- h. Peter A. Kouten
Complete Inspection Services

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

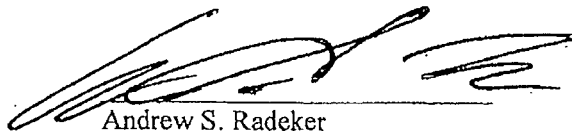
Defendants.

NOTICE OF TRIAL/HEARING ON
DAMAGES AS TO DEFENDANTS
TODD CHAS AND JACARA CHAS

TO: DEFENDANTS TODD CHAS AND JACARA CHAS:

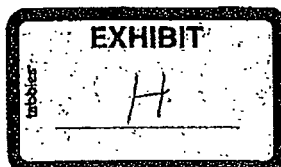
YOU WILL PLEASE TAKE NOTICE that a trial is set to be held in the above-captioned action on the jury trial term beginning at 9:00 a.m. on February 19, 2013, at the Charleston County Courthouse, 100 Broad Street, Charleston South Carolina, at which time the above-captioned action may be called for trial. As you are in default of the complaint in this action for failure to serve an answer thereto, as to you this trial will be solely on the issue of the amount of damages that your actions as alleged in the complaint have caused the Plaintiff. You may take such part in these proceedings as is fit, proper, and lawful.

Respectfully submitted,



Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)
ATTORNEY FOR PLAINTIFF

Columbia, South Carolina
February 13, 2013



BY
JULIE J. ARISTRONG
CLERK OF COURT

2013 FEB 19 AM 8:48

FILED

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

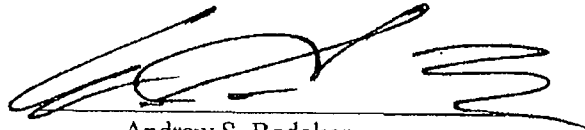
CASE NO. 2010-CP-10-6239

CERTIFICATE OF SERVICE

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Plaintiff, do hereby certify and say that I have, on this the 13th day of February, 2013, served the foregoing document in the above-captioned action by depositing the same in the United States Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Mr. Todd Chas & Ms. Jacara Chas
95 Magnolia Ave., Apt./Unit B
Charleston, SC 29403

Derek F. Dean, Esq.
Keating L. Simons, III, Esq.
Law Offices of Simons & Dean
147 Wappoo Creek Dr., Suite 604
Charleston, SC 29412



Andrew S. Radeker

FILED
2013 FEB 19 AM 8:48
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-6239

D.A. MORGAN PRICE,)
)
Plaintiff,)

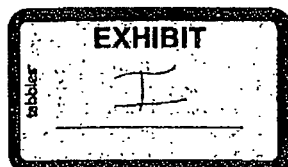
vs.)

TODD CHAS, JACARA CHAS, MARSH)
WINDS OWNERS ASSOCIATION, INC.)
a/k/a MARSH WINDS HORIZONTAL)
PROPERTY REGIME, and THE)
MARSHLAND COMMUNITIES, LLC,)

Defendants.)

AFFIDAVIT OF TODD CHAS

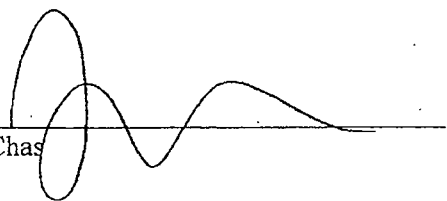
1. My name is Todd Chas, I am over the age of 18, of sound mind, and am giving this affidavit on my own free will based upon facts known to me under penalty of perjury.
2. I currently reside at 4 Middleton Place, Charleston, South Carolina 29403, and have continuously resided at this address since November of 2009.
3. I, along with my wife, Jacara Chas ("Jacara"), owned Unit 1-D (the "Unit") at Marsh Winds condominiums in Folly Beach, South Carolina.
4. Jacara and I sold the Unit to D.A. Morgan Price ("Price") on January 3, 2008. We provided a disclosure of any known defects or problems with the Unit and gave the disclosure to our realtor, Nat Wallen ("Wallen"), prior to the sale.
5. Jacara and I stated our address on the Settlement Statement for the sale of the Unit. The address stated was P.O. Box 1602, Folly Beach, South Carolina 29439. A copy of the relevant portion of the Settlement Statement is attached hereto and incorporated herein as Exhibit 1.



6. Shortly before the closing of the Unit, Jacara and I completed a change of address form with the United States Post Office so that our mail from P.O. Box 1602, Folly Beach, South Carolina 29439 would be forwarded to 4 Middleton Place, Charleston, South Carolina 29403.
7. At the closing of the Unit, Jacara and I provided to both Price and Wallen a forwarding address of 4 Middleton Place, Charleston, South Carolina 29403.
8. The Listing Agreement that Jacara and I executed with Wallen contained our email address and phone number, which have not changed and have at all times since then remained active and current. A copy of the Listing Agreement is attached hereto and incorporated herein as Exhibit 2.
9. Jacara and I have continuously owned at least one vehicle that has been registered in Charleston County, South Carolina since 2009. At all times, the address listed on our vehicle registration has been current and up to date.
10. I am registered to vote in Charleston County, South Carolina. At all times, the address listed on my voter registration has been current and up to date.
11. I have a South Carolina driver's license. At all times, the address listed on my driver's license has been current and up to date.
12. Jacara and I first learned about the above-captioned case on July 28, 2014. As soon as we were informed that there was a large judgment entered against us, we performed a search online and saw the above-captioned case. Prior to this date, no one had contacted me by any method of communication whatsoever regarding the above-captioned case.

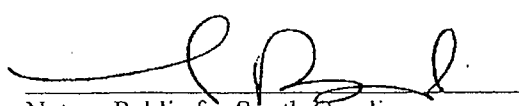
13. Jacara and I immediately contacted an attorney for help with the above-captioned case once we learned about it. The first time we could meet with the attorney was August 21, 2014, because of his schedule.
14. I was never served with a summons, complaint, notice of trial, or any other documents relating to the above-captioned case.
15. I have never made an appearance in court for the above-captioned case.
16. I resided at 95 Magnolia Avenue, Unit B, Charleston, South Carolina 29403, from August of 2000 until November of 2004. Jacara and I owned this property. We sold this property on December 2, 2004, as evidenced by the Title to Real Estate filed with the Charleston County RMC Office on December 2, 2004, attached hereto and incorporated herein as Exhibit 3.

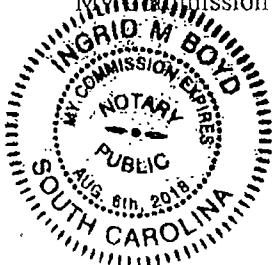
FURTHER AFFIANT sayeth naught.


Todd Chas

Dated this 29th day of August, 2014.

Sworn to and subscribed before me
this 29th day of August, 2014.


Notary Public for South Carolina
My Commission Expires:



U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ JVA 5. ☐ CONV. INS.6. FILE NUMBER:
07-13527. LOAN NUMBER:
5712455

8. MORTGAGE INS CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (07-1352-PFD007-1352/15)

D. NAME AND ADDRESS OF BUYER:

Daniel Aaron Morgan Price
5736 6th St. North
Arlington, VA 22205

E. NAME AND ADDRESS OF SELLER:

Todd Chas and
Jacara Chas
PO Box 1602
Folly Beach, SC 29439

F. NAME AND ADDRESS OF LENDER:

New South Mortgage
Corporation
4975 t.aCross Rd., Ste. 250
North Charleston, SC 29405

G. PROPERTY LOCATION:

2392 Folly Road Unit 1D
Folly Beach, SC 29439
Charleston County, South Carolina

H. SETTLEMENT AGENT: 20-8441906

Manaker & Associates, LLC

PLACE OF SETTLEMENT

571 Folly Road
Charleston, SC 29412

I. SETTLEMENT DATE:

January 3, 2008

TMS No.:328-00-00-404

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract Sales Price	285,740.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	8,417.22
104.	
105.	
Adjustments For Items Paid By Seller in advance	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments 01/03/08 to 02/01/08	528.55
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	292,685.77
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	1,000.00
202. Principal Amount of New Loan(s)	257,166.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Seller Paid Closing Costs	4,500.00
Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to	
211. County Taxes 01/01/08 to 01/03/08	3.69
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	262,669.69
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross Amount Due From Buyer (Line 120)	292,685.77
302. Less Amount Paid By/FOR Buyer (Line 220)	(262,669.69)
303. CASH (X FROM) (TO) BUYER	30,016.08

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	285,740.00
402. Personal Property	
403.	
404.	
405.	
Adjustments For Items Paid By Seller in advance	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	285,740.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	17,492.60
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage to America's Servicing Co	213,755.18
505. Payoff of second Mortgage to Regions Bank	39,319.31
506. Deposit retained by broker	1,000.00
507.	
508.	
509. Seller Paid Closing Costs	4,500.00
Adjustments For Items Unpaid By Seller	
510. City/Town Taxes to	
511. County Taxes 01/01/08 to 01/03/08	3.69
512. Assessments 01/01/08 to 01/03/08	36.45
513.	
514.	
515.	
516.	
517.	
518. Additional HOA Dues to Marsh Winds Horizontal Prop	12,240.00
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	288,347.23
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	285,740.00
602. Less Reductions Due Seller (Line 520)	(288,347.23)
603. CASH (TO) (X FROM) SELLER	2,607.23

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer

Daniel Aaron Morgan Price

Seller

Todd Chas

EXHIBIT



EXCLUSIVE RIGHT TO SELL AGREEMENT
LISTING AGREEMENT

In consideration of the covenants herein contained, Todd Chas, Jacaranda Chas
Sole Property Owner(s) (hereinafter called "OWNER") and Keller Williams
Real Estate Company (hereinafter called "BROKER"), agree as follows:

For the period of time beginning on 9/17 2007, and ending at midnight on 3/30/08
Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Lot _____ Block _____ Section _____ Subdivision Marsh Winds

Address 2393 Holly Road Unit 1D

Tax Map # 328-00-00-404 City Charleston Zip 29412

County of Charleston, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here.

1. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a dual agent or a designated agent in a specific transaction.

If asked:

Permission to act as a dual agent will not be considered.

Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Dual Agency Agreement.

Permission to act as a designated agent will not be considered.

Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Designated Agency Agreement.

2. COMPENSATION TO OTHER AGENTS

Broker has advised Owner of Broker's general company policy regarding cooperating with and compensating other agents. Owner authorizes the Broker to cooperate and to compensate the following: (CHECK ALL APPLICABLE CHOICES)

☐ Subagents ☒ Buyer Agents ☒ Dual Agents ☒ Designated Agents ☐ None (If this box is checked, property cannot be placed in the multiple listing service.)

3. TERMS: As follows:

A. Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of

Three Hundred Nineteen Thousand Dollars
(\$ 319,000.00) and in return Owner agrees to pay Broker a fee of \$ _____ or a commission of

6.000 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a Buyer who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to Owner. Owner understands that Broker shall pay cooperating agents a fee of \$ _____ or a commission of

3.000 % of gross sales price. Owner and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless specified under Paragraph 25. The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

OWNER, OWNER, AND BROKER HAVE READ THIS PAGE.

Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 90 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

B. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

4. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

5. **SIGNS:** Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

6. **BROKER'S DUTY:** Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

7. **OWNER'S DUTY:** Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$_____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

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- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
- K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and
- L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this agreement which was received during the course of this agreement in accordance with South Carolina law.

8. **PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT:** Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

9. **DISCLOSURE:** Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

10. **TAXES:** Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

11. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-30-10, et seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

12. **MULTIPLE LISTING SERVICE:** The property ☒ shall be ☐ shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

13. **LOCKBOX:** Owner ☒ agrees ☐ does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party.

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

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24. **ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

25. **OTHER TERMS AND CONDITIONS:** see Addendum

Owner further acknowledges that neither Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

14. **INTERNET MARKETING:** Owner ☒ agrees ☐ does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the Internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the Internet in accordance with the listing service rules and regulations.

15. **OTHER OFFERS:** Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this agreement, whichever occurs first.

16. **MARKETING THE PROPERTY:** The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

17. **NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

18. **MAINTENANCE:** Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.

19. **AGREEMENT TO SELL:** When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

20. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure") must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

21. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

22. **FAIR HOUSING:** Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

23. **FACSIMILE:** The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

OWNER, COWNER, AND BROKER HAVE READ THIS PAGE.

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www.zipform.com

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Notarized/Not

24. ENFORCEMENT: The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

25. OTHER TERMS AND CONDITIONS: See Addendum

THE UNDERSIGNED HEREBY WARRANTS THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: [Signature] Date 7/13/07 Time 1 pm
Todd Chas
Email: wedgmac@csa.com Phone: 843-814-6444 Fax: _____
Witness: [Signature] Date _____ Time _____

Owner: [Signature] Date 7/13/07 Time 1:00 pm
Jaguaranda Chas
Email: _____ Phone: _____ Fax: _____
Witness: _____ Date _____ Time _____

Owner's Mailing Address: 308 1602 Filly Beach SC 29439

Real Estate Firm: Keller Williams Phone: 843-814-6444

By: [Signature] Date _____ Time _____
Nat Vallan

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That JACARANDA CHAS AND J. TODD CHAS in the State aforesaid, in consideration of the sum of THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$335,000.00), to the Grantor(s) in hand paid at and before the sealing of these presents by the Grantee(s) the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said DELETA E ROBINSON, her heir(s) and assign(s) forever,

All that lot, piece or parcel of land, situate, lying and being in the City and County of Charleston, State aforesaid and shown and designated as Lot No. 93 on a plan of Rutledge Heights and recorded in the RMC Office for Charleston County in Plat Book C at page 145. Said lot measuring and containing Forty-one feet (41') in front on Magnolia Avenue, by the same on the back line, and one hundred and five feet (105') in depth, be all the said dimensions a little more or less; butting and bounding to the South on Lot No. 91, to the West on Lot No. 94, to the North on Lot No. 95 and to the East on Magnolia Avenue.

ALSO

All that lot, piece or parcel of land, situate, lying and being in the City and County of Charleston, State aforesaid and shown and designated as Lot No. 95 on a plan of Rutledge Heights and recorded in the RMC Office for Charleston County in Plat Book C at page 145. Said lot measuring and containing Forty-one feet (41') in front on Magnolia Avenue, by the same on the back line, and one hundred and five feet (105') in depth, be all the said dimensions a little more or less; butting and bounding to the South on Lot No. 93, to the West on Lot No. 96, to the North on Lot No. 97 and to the East on Magnolia Avenue.

Being the same property conveyed to the Grantors herein by deed of Esther Cowell dated 7/27/00 and recorded in Book R352, Page 451 in the RMC Office for Charleston County.

TMS# 463-08-01-038



203 Pine Street St

GRANTEES ADDRESS: 95 MAGNOLIA AVENUE, CHARLESTON, SC 29403

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

And the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the Grantee(s) hereinabove named, and the Grantee's Heirs and Assigns against the Grantor(s) and the Grantor's(s') Heirs and against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's(s') hand(s) and seal(s) this 2ND day of DECEMBER, in the year of our Lord Two Thousand Four.

SIGNED, SEALED AND DELIVERED in the Presence of:

Donna Hamell
1st witness signs

JACARANDA CHAS

[Signature]
2nd witness signs

J. TODD CHAS

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2004, by JACARANDA CHAS AND J. TODD CHAS.

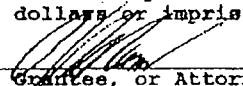
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/17/2009

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

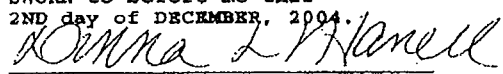
AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property is being transferred by JACARANDA CHAS AND J. TODD CHAS, on DELETA E ROBINSON.
3. The Deed is:
 - a. XXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or month's worth.
4. Check one of the following if either item 3a or item 3b above has been checked.
 - a. XXXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$335,000.00.
5. Check YES or NO XXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer.
6. The DEED recording fee is computed as follows:
 - a. XXXX the amount listed in item 4 above.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
ATTORNEY
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Grantor, Grantee, or Attorney connected with this transaction

SWORN to before me this
2ND day of DECEMBER, 2004.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-10-10

RECORDER'S PAGE

This page Must remain with
the original document.



C. J. Manos

BK U517PG395

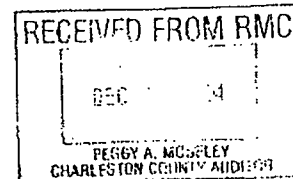
Recording
Fee 10.00
State
Fee 871.00
County
Fee 368.50

Postage

TOTAL 1249.50

A

FILED
U517-392
2004 DEC -2 PM 1:38
CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC



**PID VERIFIED
BY ASSESSOR**

REP PD2

DATE 12/10/04

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-6239

D.A. MORGAN PRICE,

Plaintiff,

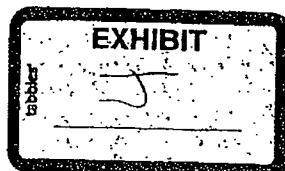
vs.

TODD CHAS, JACARA CHAS, MARSH
WINDS OWNERS ASSOCIATION, INC.
a/k/a MARSH WINDS HORIZONTAL
PROPERTY REGIME, and THE
MARSHLAND COMMUNITIES, LLC,

Defendants.

AFFIDAVIT OF JACARA CHAS

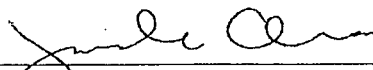
1. My name is Jacara Chas, I am over the age of 18, of sound mind, and am giving this affidavit on my own free will based upon facts known to me under penalty of perjury.
2. I currently reside at 4 Middleton Place, Charleston, South Carolina 29403, and have continuously resided at this address since November of 2009.
3. I, along with my husband, Todd Chas ("Todd"), owned Unit 1-D (the "Unit") at Marsh Winds condominiums in Folly Beach, South Carolina.
4. Todd and I sold the Unit to D.A. Morgan Price ("Price") on January 3, 2008. We provided a disclosure of any known defects or problems with the Unit and gave the disclosure to our realtor, Nat Wallen ("Wallen"), prior to the sale.
5. Todd and I stated our address on the Settlement Statement for the sale of the Unit. The address stated was P.O. Box 1602, Folly Beach, South Carolina 29439. A copy of the relevant portion of the Settlement Statement is attached hereto and incorporated herein as Exhibit 1.



6. Shortly before the closing of the Unit, Todd and I completed a change of address form with the United States Post Office so that our mail from P.O. Box 1602, Folly Beach, South Carolina 29439 would be forwarded to 4 Middleton Place, Charleston, South Carolina 29403.
7. At the closing of the Unit, Todd and I provided to both Price and Wallen a forwarding address of 4 Middleton Place, Charleston, South Carolina 29403.
8. The Listing Agreement that Todd and I executed with Wallen contained our email address and phone number, which have not changed and have at all times since then remained active and current. A copy of the Listing Agreement is attached hereto and incorporated herein as Exhibit 2.
9. Todd and I have continuously owned at least one vehicle that has been registered in Charleston County, South Carolina since 2009. At all times, the address listed on our vehicle registration has been current and up to date.
10. I am registered to vote in Charleston County, South Carolina. At all times, the address listed on my voter registration has been current and up to date.
11. I have a South Carolina driver's license. At all times, the address listed on my driver's license has been current and up to date.
12. Todd and I first learned about the above-captioned case on July 28, 2014. As soon as we were informed that there was a large judgment entered against us, we performed a search online and saw the above-captioned case. Prior to this date, no one had contacted me by any method of communication whatsoever regarding the above-captioned case.

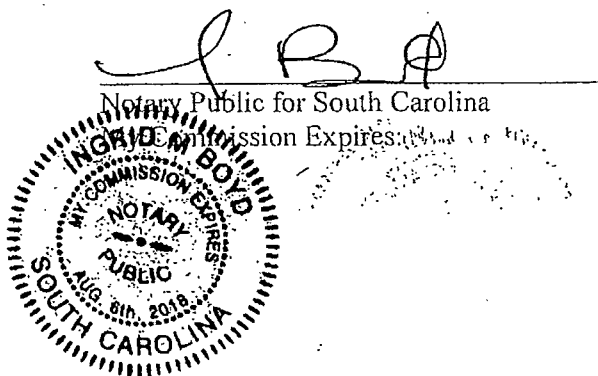
13. Todd and I immediately contacted an attorney for help with the above-captioned case once we learned about it. The first time we could meet with the attorney was August 21, 2014, because of his schedule.
14. I was never served with a summons, complaint, notice of trial, or any other documents relating to the above-captioned case.
15. I have never made an appearance in court for the above-captioned case.
16. I resided at 95 Magnolia Avenue, Unit B, Charleston, South Carolina 29403, from August of 2000 until November of 2004. Todd and I owned this property. We sold this property on December 2, 2004, as evidenced by the Title to Real Estate filed with the Charleston County RMC Office on December 2, 2004, attached hereto and incorporated herein as Exhibit 3.

FURTHER AFFIANT sayeth naught.


Jacara Chas

Dated this 29th day of August, 2014.

Sworn to and subscribed before me
this 29th day of August, 2014.



U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

1. ☐ FHA 2. ☐ FmHA 3. ☒ CONY. UNINS. 4. ☐ VA 5. ☐ CONY. INS.6. FILE NUMBER:
07-13527. LOAN NUMBER:
5712455

8. MORTGAGE INS CASE NUMBER:

C NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1-0 3/58 (07-1352, PFD/07-1352115)

D. NAME AND ADDRESS OF BUYER:

Daniel Aaron Morgan Price
5736 6th St. North
Arlington, VA 22205

E. NAME AND ADDRESS OF SELLER:

Todd Chas and
Jacara Chas
PO Box 1602
Folly Beach, SC 29439

F. NAME AND ADDRESS OF LENDER:

New South Mortgage
Corporation
4975 LaCross Rd., Ste. 250
North Charleston, SC 29406

G. PROPERTY LOCATION:

2392 Folly Road Unit 1D
Folly Beach, SC 29439
Charleston County, South Carolina

H. SETTLEMENT AGENT:

Manaker & Associates, LLC

20-8441806

I. SETTLEMENT DATE:

January 3, 2008

PLACE OF SETTLEMENT

571 Folly Road
Charleston, SC 29412

TMS No.: 328-00-00-104

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract Sales Price	285,740.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	6,417.22
104.	
105.	
Adjustments For Items Paid By Seller In advance	
106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	01/03/08 to 02/01/08 528.55
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	292,685.77
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	1,000.00
202. Principal Amount of New Loan(s)	257,166.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Seller Paid Closing Costs	4,500.00
Adjustments For Items Unpaid By Seller	
210. City/Town Taxes	to
211. County Taxes	01/01/08 to 01/03/08 3.69
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	262,669.69
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross Amount Due From Buyer (Line 120)	292,685.77
302. Less Amount Paid By/For Buyer (Line 220)	(262,669.69)
303. CASH (X FROM) (TO) BUYER	30,016.08

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	285,740.00
402. Personal Property	
403.	
404.	
405.	
Adjustments For Items Paid By Seller in advance	
406. City/Town Taxes	to
407. County Taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	285,740.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	17,492.60
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage to America's Servicing Co	213,755.18
505. Payoff of second Mortgage to Regions Bank	39,319.31
506. Deposit retained by broker	1,000.00
507.	
508.	
509. Seller Paid Closing Costs	4,500.00
Adjustments For Items Unpaid By Seller	
510. City/Town Taxes	to
511. County Taxes	01/01/08 to 01/03/08 3.69
512. Assessments	01/01/08 to 01/03/08 36.45
513.	
514.	
515.	
516.	
517.	
518. Additional HOA Dues to Marsh Winds Horizontal Prop	12,240.00
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	288,347.23
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	285,740.00
602. Less Reductions Due Seller (Line 520)	(288,347.23)
603. CASH (TO) (X FROM) SELLER	2,607.23

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer

Daniel Aaron Morgan Price

Seller

Todd Chas

EXHIBIT



EXCLUSIVE RIGHT TO SELL AGREEMENT
LISTING AGREEMENT

In consideration of the covenants herein contained, Todd Chas, Jacaranda Chas
Sole Property Owner(s) (hereinafter called "OWNER") and Keller Williams
Real Estate Company (hereinafter called "BROKER"), agree as follows:

For the period of time beginning on 9/17 2007, and ending at midnight on 3/30/08,
Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Lot _____ Block _____ Section _____ Subdivision Marsh Winds

Address 2393 Holly Road Unit 1D

Tax Map # 328-00-00-404 City Charleston Zip 29412

County of Charleston, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here.

1. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

[Signature] Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a dual agent or a designated agent in a specific transaction.

If asked:

- [Signature] Permission to act as a dual agent will not be considered.
[Signature] Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Dual Agency Agreement.
[Signature] Permission to act as a designated agent will not be considered.
[Signature] Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Designated Agency Agreement.

2. COMPENSATION TO OTHER AGENTS

Broker has advised Owner of Broker's general company policy regarding cooperating with and compensating other agents. Owner authorizes the Broker to cooperate and to compensate the following: (CHECK ALL APPLICABLE CHOICES)

☐ Subagents ☒ Buyer Agents ☒ Dual Agents ☒ Designated Agents ☐ None (If this box is checked, property cannot be placed in the multiple listing service.)

3. TERMS: As follows:

A. Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of Three Hundred Nineteen Thousand Dollars (\$ 319,000.00) and in return Owner agrees to pay Broker a fee of \$ _____ or a commission of 6.000 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a Buyer who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to Owner. Owner understands that Broker shall pay cooperating agents a fee of \$ _____ or a commission of 3.000 % of gross sales price. Owner and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless specified under Paragraph 25. The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

[Signature] OWNER, [Signature] OWNER, AND [Signature] BROKER HAVE READ THIS PAGE.

Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 90 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

B. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

4. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

5. **SIGNS:** Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

6. **BROKER'S DUTY:** Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

7. **OWNER'S DUTY:** Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ _____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

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PAGE 2 OF 5

- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
- K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and
- L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this agreement which was received during the course of this agreement in accordance with South Carolina law.

8. PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

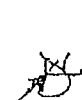
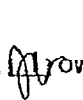
9. DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

10. TAXES: Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

11. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

12. MULTIPLE LISTING SERVICE: The property ☒ shall be ☐ shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

13. LOCKBOX: Owner ☒ agrees ☐ does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party.

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

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24. **ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

25. **OTHER TERMS AND CONDITIONS:** see addendum

Owner further acknowledges that neither Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

14. **INTERNET MARKETING:** Owner ☒ agrees ☐ does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the Internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the Internet in accordance with the listing service rules and regulations.

15. **OTHER OFFERS:** Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this agreement, whichever occurs first.

16. **MARKETING THE PROPERTY:** The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

17. **NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

18. **MAINTENANCE:** Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.

19. **AGREEMENT TO SELL:** When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

20. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure") must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

21. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

22. **FAIR HOUSING:** Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

23. **FACSIMILE:** The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

OWNER, OWNER, AND BROKER HAVE READ THIS PAGE.

Produced with ZipForm™ by RE FormNet, LLC 10026 Ridgeway Mesa Road, Clallen Township, Michigan 48038 www.zipform.com

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Merchewick Law

24. ENFORCEMENT: The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

25. OTHER TERMS AND CONDITIONS: See Addendum

THE UNDERSIGNED HEREBY WARRANTS THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: Todd Jones Date 7/13/07 Time 1 pm
Email: wed@scnasa.com Phone: 843-814-6444 Fax: _____
Witness: SRW Date _____ Time _____

Owner: Jacquanda Chase Date 7/13/07 Time 1:00 pm
Email: _____ Phone: _____ Fax: _____
Witness: _____ Date _____ Time _____

Owner's Mailing Address: 208 1602 Folly Beach SC 29439

Real Estate Firm: Keller Williams Phone: 843-814-6444

By: Net Vellan Date _____ Time _____

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That JACARANDA CHAS AND J. TODD CHAS in the State aforesaid, in consideration of the sum of THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$335,000.00), to the Grantor(s) in hand paid at and before the sealing of these presents by the Grantee(s) the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said DELETA E ROBINSON, her heir(s) and assign(s) forever,

All that lot, piece or parcel of land, situate, lying and being in the City and County of Charleston, State aforesaid and shown and designated as Lot No. 93 on a plan of Rutledge Heights and recorded in the RMC Office for Charleston County in Plat Book C at page 145. Said lot measuring and containing Forty-one feet (41') in front on Magnolia Avenue, by the same on the back line, and one hundred and five feet (105') in depth, be all the said dimensions a little more or less; butting and bounding to the South on Lot No. 91, to the West on Lot No. 94, to the North on Lot No. 95 and to the East on Magnolia Avenue.

ALSO

All that lot, piece or parcel of land, situate, lying and being in the City and County of Charleston, State aforesaid and shown and designated as Lot No. 95 on a plan of Rutledge Heights and recorded in the RMC Office for Charleston County in Plat Book C at page 145. Said lot measuring and containing Forty-one feet (41') in front on Magnolia Avenue, by the same on the back line, and one hundred and five feet (105') in depth, be all the said dimensions a little more or less; butting and bounding to the South on Lot No. 93, to the West on Lot No. 96, to the North on Lot No. 97 and to the East on Magnolia Avenue.

Being the same property conveyed to the Grantors herein by deed of Esther Cowell dated 7/27/00 and recorded in Book R352, Page 451 in the RMC Office for Charleston County.

TMS# 463-08-01-038



203 S. S. St

GRANTEES ADDRESS: 95 ~~MAGNOLIA~~ AVENUE, CHARLESTON, SC 29403

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

And the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the Grantee(s) hereinabove named, and the Grantee's Heirs and Assigns against the Grantor(s) and the Grantor's(s') Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's(s') hand(s) and seal(s) this 2ND day of DECEMBER, in the year of our Lord Two Thousand Four.

SIGNED, SEALED AND DELIVERED in the Presence of:

Donna Hamell
1st witness signs

JACARANDA CHAS
JACARANDA CHAS

[Signature]
2nd witness signs

J. TODD CHAS
J. TODD CHAS

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2004, by JACARANDA CHAS AND J. TODD CHAS.

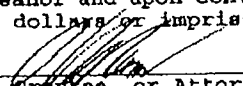
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/17/2009

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

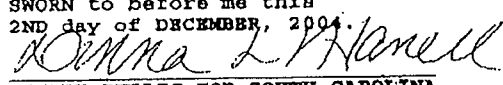
AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property is being transferred by JACARANDA CHAS AND J. TODD CHAS, on DELETA E ROBINSON.
3. The Deed is:
 - a. XXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or month's worth.
4. Check one of the following if either item 3a or item 3b above has been checked.
 - a. XXXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$335,000.00.
5. Check YES or NO XXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer.
6. The DEED recording fee is computed as follows:
 - a. XXXX the amount listed in item 4 above.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
ATTORNEY
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Grantor, Grantee, or Attorney connected with this transaction

SWORN to before me this
2ND day of DECEMBER, 2004.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-10-10

RECORDER'S PAGE

This page Must remain with
the original document.



C. J. Manos

OK U517PG395

Recording

Fee 10.00

State 871.00

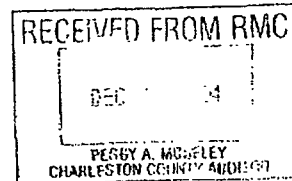
County 368.50

Postage _____

TOTAL 1249.50

A

FILED
U517-392
2004 DEC -2 PM 1:38
CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC



**PID VERIFIED
BY ASSESSOR**

REP LDL

DATE 12/01/04

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
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.

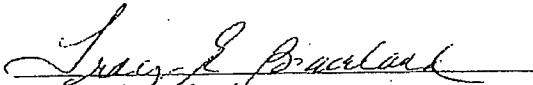
FILED
2014 AUG 29 PM 3:34
JULIE J. ARMSIRONG
CLERK OF COURT
BY _____

CERTIFICATE OF SERVICE

The undersigned paralegal at Rogers Townsend & Thomas, PC, hereby certifies that a copy of the Notice of Motion, Motion to Set Aside Judgment, and supporting Memorandum of Law in the above-captioned case has been placed in an envelope, prepaid, and addressed and mailed via US Mail to:

Andrew S. Radeker, Esq.
Harrison & Radeker, P.A.
Post Office Box 50143
Columbia, SC 29250

Derek F. Dean, Esq.
Keating L. Simons, III, Esq.
Law Offices of Simons & Dean
147 Wappoo Creek Drive, Suite 604
Charleston, SC 29412


Tracy E. Braceland
Paralegal

Dated this 29th day of August, 2014.

STATE OF SOUTH CAROLINA**COUNTY OF CHARLESTON****D.A. Morgan Price,****Plaintiffs,****vs.****Todd Chas, Jacara Chas, Marsh Winds
Owners Association, Inc. a/k/a Marsh
Winds Horizontal Property Regime, and
The Marshland Communities,****Defendants.****IN THE COURT OF COMMON PLEAS****CASE NO. 2010-CP-10-6239****AFFIDAVIT OF
MORGAN PRICE IN OPPOSITION TO
CHAS DEFENDANTS' MOTION TO
SET ASIDE JUDGMENT**

PERSONALLY APPEARED before me D.A. Morgan Price, who, being first duly sworn, deposes and says as follows:

1. I am the plaintiff in this case. I have personal knowledge of the facts set forth in this affidavit, and I am competent to testify about them.
2. At any time before this lawsuit was commenced and the Chases were served by publication, I never got any address information (whether correct or incorrect) for Todd Chas or Jacara (also known as Jacaranda) Chas from the Chases, from my realtor, from their realtor, or from anyone else, other than the Folly Beach post office box shown on the HUD-1 settlement statement from the closing at which I finalized my purchase from the Chases of the Marsh Winds condo unit subject of this case. A copy of the HUD-1 settlement statement is attached to this affidavit as Exhibit A-1.
3. The Chases only attended the closing, which happened on January 3, 2008, for a very brief time, long enough to drop off the keys to the unit and sign the deed, after which they left.
4. The Chases did not provide me with any forwarding address for them at the closing or at any other time, and neither did anyone else. I certainly knew nothing about a 4 Middleton Place address, and I never had their listing agreement with their realtor at any time during the closing process.

5. I knew the Chases were moving away from Folly Beach, though not where they were moving to. I had no reason to believe that sending mail to their former Folly Beach post office box would be a way to get anything to them over two years after the closing, even if they had done a change of address with the Postal Service (and I had no idea whether they had done that or not). As this link to the U.S. Postal Service website shows, <http://faq.usps.com/adaptivedesktop/faq.jsp?ef=USPSFAQ&search=change%20of%20address&searchProperties=type%3anatural&naturalAdvance=false&varset%28source%29=sourceType%3asearch#seasonal>, the maximum amount of time that the Postal Service will forward mail on a change of address is 12 months.
6. I had every reason to believe that the Folly Beach post office box was *not* a place to send mail to the Chases.
7. I tried to find out something about the Chases' whereabouts from Tom Chorlton, who was their neighbor in Marsh Winds and a friend of theirs. Tom advised he did not know where they were or how to reach them, as he later testified in his deposition in this case. He advised that, as far as he knew, the Chases were still married and together. I liked Tom, and he seemed to be very forthcoming with information.
8. Tom Chorlton is now deceased, as shown by the copy of his obituary attached as Exhibit A-2. He died on January 5, 2014.
9. I had no reason to believe that the 4 Middleton Place address given for the Chases in the other defendants' interrogatory responses (which were provided in March of 2012, about a year and a half after the service by publication) was anything more than a former address for the Chases, like the Magnolia Avenue address turned out to be, or just a *possible* former address for them. This was particularly so after Karen Colie gave a deposition in May of 2012 as the designee for the other defendants and testified that she had not heard anything about where the Chases were for about two years before the deposition and that she did not know where to find the Chases.

10. Todd Chas served on the board of directors for the Marsh Winds Owners Association.
11. Some several months after I bought the condo unit at Marsh Winds, I began to find out about defects in the Marsh Winds buildings (including the one where I bought the unit – there are only two buildings), including problems with the roof, exterior walls, and other structural components of the buildings, the elevator (water pooling at the bottom of the elevator shaft), and the plumbing. At least some of these problems caused water seepage on a widespread scale. Over time, I found out more about the extent of these problems.
12. Though evidence later surfaced that the Chases knew of these problems, they disclosed none of that knowledge to me.
13. In fact, the Chases provided me with a property condition disclosure statement in which they stated they had no knowledge of any problem with any of the following:
 - a. “exterior walls”;
 - b. “other structural components”;
 - c. “Roof (leakage or other problem)”;
 - d. “Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure”; and
 - e. “Plumbing system (pipes, fixtures, water heater, etc.)[.]”
14. Copies of the disclosure statement by the Chases (one the original and one updated to disclose sloping walkways, which they did not originally tell me about), are attached as Exhibits A-3 and A-4 to this affidavit.
15. Attached as Exhibit A-5 to this affidavit is a copy of an email, on which Todd Chas is copied, stating that “the Developer [of Marsh Winds] knew he had a defective product well before the end of the year 2001.” This email is dated January 24, 2006.
16. Attached as Exhibit A-6 to this affidavit is a copy of an email, on which Todd Chas is copied, by a Marsh Winds board member stating that he was

- "concerned about saying anything [to Marsh Winds unit owners] about serious defects at this time." This email is dated February 5, 2006.
17. Attached as Exhibit A-7 to this affidavit is a copy of an email, on which Todd Chas is copied, noting that a "building inspector/expert . . . stated that there were indeed structural issues with Marsh Winds." This email is dated March 1, 2006.
18. Attached as Exhibit A-8 to this affidavit is a copy of a letter from an architect to the president of the Marsh Winds board of directors noting the existence of Marsh Winds' problems with "water infiltration and the mechanical and plumbing systems" and that "there may be some issues with the structural system as well." This letter is dated June 19, 2006.
19. Attached as Exhibit A-9 to this affidavit is a copy of an email, on which Todd Chas appears to be copied, noting problems with the plumbing infrastructure in the Marsh Winds buildings. This email is dated October 30, 2006.
20. Attached as Exhibit A-10 to this affidavit is a copy of emails, on which Todd Chas is copied, discussing ongoing problems with the roof leakage and way the roofs on the Marsh Winds buildings were constructed. These emails are dated in July of 2007.
21. Attached as Exhibit A-11 to this affidavit is a copy of an email, on which Todd Chas is copied, discussing ongoing problems with the elevator in Building 1 of Marsh Winds (the building where the unit I bought is). This email is dated December 21, 2007.
22. Attached as Exhibit A-12 to this affidavit is a copy of an email, on which Todd Chas is copied, noting that the elevator problem was not fixed and was an ongoing problem. The email is dated January 3, 2008, the day of the closing at which I acquired the Marsh Winds unit involved in this case.
23. I would not have purchased the condo unit if I had known of any of the problems with the buildings mentioned in the attached emails and letter.
24. Around the time of the trial of this case, the condo unit I purchased in Marsh Winds was worth only about \$85,000.00 as a result of these defects in the Marsh Winds buildings.

25. If the Chases disclosed their knowledge of these problems with Marsh Winds to *their* realtor, as they say in their affidavits, that was unknown to me and, to my knowledge, unknown to my realtor.

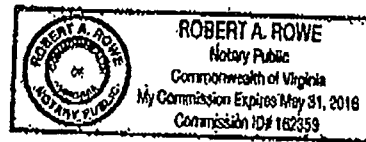
FURTHER AFFIANT SAYETH NOT.

D.A. Morgan Price
D.A. Morgan Price

Sworn to before me this

12th day of December, 2014.

Robert A. Rowe (L.S.)



NOTARY PUBLIC FOR

Virginia

My Commission Expires:

5/31/2016

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.	
		6. FILE NUMBER: 07-1352	
		7. LOAN NUMBER: 5712455	
		8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/28 (07-1352.PF007-1352115)			
D. NAME AND ADDRESS OF BUYER: Daniel Aaron Morgan Price 5736 6th St. North Arlington, VA 22205		E. NAME AND ADDRESS OF SELLER: Todd Chas and Jacara Chas PO Box 1602 Folly Beach, SC 29439	
		F. NAME AND ADDRESS OF LENDER: New South Mortgage Corporation 4975 LaCross Rd., Ste. 250 North Charleston, SC 29406	
G. PROPERTY LOCATION: 2392 Folly Road Unit 1D Folly Beach, SC 29439 Charleston County, South Carolina TMS No. 328-00-00-404		H. SETTLEMENT AGENT: 20-8441906 Manaker & Associates, LLC PLACE OF SETTLEMENT 571 Folly Road Charleston, SC 29412	
		I. SETTLEMENT DATE: January 3, 2008	
J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	285,740.00	401. Contract Sales Price	285,740.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	6,417.22	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments 01/03/08 to 02/01/08	628.55	408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	292,685.77	420. GROSS AMOUNT DUE TO SELLER	285,740.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	1,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	257,166.00	502. Settlement Charges to Seller (Line 1400)	17,492.60
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage to America's Servicing Co	213,755.18
205.		505. Payoff of second Mortgage to Regions Bank	38,319.31
206.		506. Deposit retained by broker	1,000.00
207.		507.	
208.		508.	
209. Seller Paid Closing Costs	4,500.00	509. Seller Paid Closing Costs	4,500.00
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/08 to 01/03/08	3.69	511. County Taxes 01/01/08 to 01/03/08	3.69
212. Assessments to		512. Assessments 01/01/08 to 01/03/08	35.45
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518. Additional HOA Dues to Marsh Winds Horizontal Prop	12,240.00
219.		519.	
220. TOTAL PAID BY/FOR BUYER	262,669.69	520. TOTAL REDUCTION AMOUNT DUE SELLER	288,347.23
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Buyer (Line 120)	292,685.77	601. Gross Amount Due To Seller (Line 420)	285,740.00
302. Less Amount Paid By/For Buyer (Line 220)	(262,669.69)	602. Less Reductions Due Seller (Line 520)	(288,347.23)
303. CASH (X FROM) (TO) BUYER	30,016.08	603. CASH (TO) (X FROM) SELLER	2,607.23

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer *Daniel Aaron Morgan Price*
Daniel Aaron Morgan Price

Seller *Todd Chas*
Todd Chas



Page 4

L. SETTLEMENT CHARGES										
700. TOTAL COMMISSION Based on Price					\$	285,740.00 @ 6.0000 %	17,144.40		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:										
701. \$ 8,572.20 to Keller Williams						Less Deposit Retained	1,000.00			
702. \$ 8,572.20 to Prudential Carolina Real Estate										
703. Commission Paid at Settlement										16,144.40
704. to										
800. ITEMS PAYABLE IN CONNECTION WITH LOAN										
801. Loan Origination Fee 0.5000 % to New South Mortgage								1,285.83		
802. Loan Discount % to New South Mortgage Corporation										
803. Appraisal Fee to Coastal Appraisal Associates, LLC						POC:B350.00				
804. Credit Report to New South Mortgage Corporation										
805. Admin Fee to New South Mortgage Corporation								360.00		
806. Processing Fee to New South Mortgage								245.00		
807. Tax Service Fee to New South Mortgage Corporation										
808. Flood Certification Fee to First American Flood								9.00		
809. Loan Set Up Fee to New South Mortgage Corporation								455.00		
810. Closing Fee New South Mortgage Corporation										
811. Yield Spread Premium to New South Mortgage						POC:L185.16				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE										
901. Interest From 01/03/08 to 02/01/08 @ \$ 44.040000/day (29 days %)								1,277.16		
902. Mortgage Insurance Premium for months to										
903. Hazard Insurance Premium for 1.0 years to										
904. Flood Insurance Premium 1.0 years										
905.										
1000. RESERVES DEPOSITED WITH LENDER										
1001. Hazard Insurance months @ \$ per month										
1002. Mortgage Insurance months @ \$ per month										
1003. City/Town Taxes months @ \$ per month										
1004. County Taxes 3.000 months @ \$ 58.21 per month								168.63		
1005. Assessments months @ \$ per month										
1006. Flood Insurance Premium months @ \$ per month										
1007. months @ \$ per month										
1008. Aggregate Adjustment months @ \$ per month										
1100. TITLE CHARGES										
1101. Settlement or Closing Fee to										
1102. Abstract or Title Search to Marli Bozarth								120.00		
1103. Title Review to Manaker & Associates, LLC								75.00		
1104. Title Insurance Binder to Manaker & Associates, LLC								100.00		
1105. Deed Preparation to Manaker & Associates, LLC									250.00	
1106. Notary Fees to										
1107. Attorney's Fees to Manaker & Associates, LLC						**100.00 DISCOUNT		250.00		
(Includes above item numbers:						)				
1108. Title Insurance to Manaker & Associates, LLC								818.80		
(Includes above item numbers:						)				
1109. Lender's Coverage \$ 257,166.00 661.80										
1110. Owner's Coverage \$ 285,740.00 154.80										
1111.										
1112. Power of Attorney Preparation Manaker & Associates, LLC										
1113. Courier / Express Mail Fee(s) to Manaker & Associates, LLC						Package / Payoff		25.00		25.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES										
1201. Recording Fees: Deed \$ 10.00; Mortgage \$ 25.00; Releases \$								35.00		
1202. City/County Tax/Slamps: Deed Mortgage										
1203. State Tax/Slamps: Revenue Slamps 1,058.20; Mortgage									1,058.20	
1204. Mortgage/Lien Release Fee(s) to Manaker & Associates, LLC									15.00	
1205. Power of Attorney Recording Charleston County RMC Office										
1300. ADDITIONAL SETTLEMENT CHARGES										
1301. Survey to										
1302. Pest Inspection to Millers Pest Management						POC:S135.00				
1303. HOA Working Capital to Marsh Winds Horizontal Property Regime								1,130.00		
1304. HOA Transfer & Doc. Fee to Marshland Communities, LLC								75.00		
1305.										
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)								6,417.22		17,482.61

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Manaker & Associates, LLC
Settlement Agent

Certified to be a true copy.

News Democrat

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Thomas Chorlton (1946 - 2014) Obituary



Thomas Chorlton

Thomas Patrick Chorlton, 67, of Folly Beach, S.C., formerly of Belleville, Ill., born Feb. 28, 1946, passed away Sunday, Jan. 5, 2014, following complications associated with leukemia.

Tom was preceded in death by his parents, Wes and Belle, nee Hoeffken, Chorlton; grandparents; and aunts and uncles.

Surviving are his brother, Jack Smith of Kansas City, Mo.; Chorlton and Hoeffken cousins; many good friends; and his four-legged best friend, Athens.

Tom was a graduate of St. Henry Prep Seminary, St. Louis University and Webster University. He served as a Peace Corp education volunteer in Rabai, Kenya, worked in Washington D.C. on the staff of Congressman Melvin Price (D-IL), served as the founding executive director of the National Association of Gay and Lesbian Democratic Clubs, taught history and government at the Lake Campus of Columbia College in central Missouri, and most currently professor of American History at the College of Charleston.

Professor Chorlton inspired countless students to get involved in the political system. He was very involved in local, state and national politics. Tom was the proud author of "The First American Republic: 1774-1789" and was able to see the fruit of his labor of love with its publication. He will be best remembered for his larger-than-life personality that was revealed through his love of animals, live theatre, extensive travel on six continents, entertaining of family and friends, and many stories. Tom never knew a stranger, greeted everyone with an open heart and mind, was present in the moment and was a master conversationalist.

Not how did he die, but how did he live?

Not what did he gain, but what did he give?

These are the units to measure the worth

Of a man as a man, regardless of birth.

Not, what was his church, nor what was his creed?

But had he befriended those really in need?

Was he ever ready, with word of good cheer,

To bring back a smile, to banish a tear?

In lieu of flowers, memorial donations may be made by check and payable to the Tom Chorlton Memorial Fund, PO Box 1892, Folly Beach, S.C. 29439. To sign guest book please go to www.bnd.com.

Funeral: Tom's life will be celebrated in a memorial service on Jan. 14, 2014, at St. Michael's Episcopal Church in Charleston, S.C. Per Tom's request, a private graveside service will be

Guest Book

"Many memories of trips to the lake filled with deep..."
-Angie Springer

View

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Charity Resources



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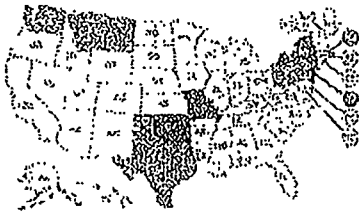


held in Belleville, Ill., at a later date.

Published in Belleville News-Democrat from Jan. 10 to Jan. 12, 2014

Print | View Guest Book | [View 49 Records for T Chorlton at Ancestry.com](#)

Learn more about the Chorlton family on Ancestry.com



Chorlton families by state in 1920

3 - 4	1
2 - 2	0

According to the 1920 U.S. Federal Census Data

According to the 1920 census there were 35 families with the Chorlton surname in the United States.

During the Civil War the Chorlton name was found in 3 Confederate Records and 2 Union Records.

Find out more about the Chorlton surname.

Learn about your family name:

Sponsored by: Ancestry.com

Helpful Links

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- How To Submit An Obituary

Find Advice & Support

- Funeral Etiquette
- Sympathy and Condolence Advice
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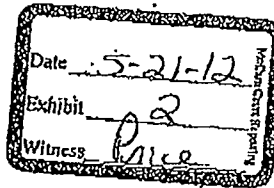
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Nov. 13. 2007 11:09AM Prudential Folly Rd

No. 5398 P. 9



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article I requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exceptions may be found in Section 27-51-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the condition or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials NY Seller DE, Date 11/14/07 Buyer MP Date 11/14/07
Rev. 1/06

Page 1 of 4 Form 220

Print

RC

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Nov. 13. 2007 11:09AM Prudential Folly Rd

No. 5398 P. 10

AS SEALER OF THIS PROPERTY HEREBY IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEMS OR DEFECTS WITH ANY OF THE FOLLOWING?

Please Check Where Necessary		Please Check	
Yes	No	Yes	No
☒	☐	☐	☒
1. Foundation, walls, fireplace, chimney, floors, windows (including storm windows and screens), doors, rollings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry _____ wood _____ composition/boarded _____ vinyl _____ synthetic stone _____ b. Approximate age of structure _____			
☐	☐	☐	☒
2. Roof (leakage or other problem)? a. Approximate age of roof covering _____			
☐	☐	☐	☒
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?			
☐	☐	☐	☒
4. Electrical system (circuit, wiring, panel, switches, fuses, etc)?			
☐	☐	☐	☒
5. Plumbing system (pipes, fixtures, water heater, etc)?			
☐	☐	☐	☒
6. Heating and/or air conditioning? a. Heat source: furnace _____ heat pump _____ baseboard _____ b. Cooling source: central _____ wall/window unit(s) _____ c. Fuel source: electricity _____ natural gas _____ propane _____ oil _____ d. Approximate age of heating unit _____/cooling unit _____			
☐	☐	☐	☒
7. Water supply (including water quality, quantity and water pressure)? a. water supply for city/county _____ community system _____ private well _____ b. Water pipe material: copper _____ galvanized _____ PVC/CPVC _____ polybutylene _____			
☐	☐	☐	☒
8. Septic system? a. Type system: septic tank _____ community system _____ connected to city/county system _____ city/county system available _____ b. Does the system require a pump? Yes _____ No _____ c. Has the septic system been serviced/pumped during your ownership?			
☐	☐	☐	☒
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc)?			
☐	☐	☐	☒
10. Pest infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organism? a. Is there a transferable termite bond? Yes _____ No _____			
☐	☐	☐	☒
11. Drainage, grading or stability of soil or retaining structure?			
☐	☐	☐	☒
12. Other built-in systems and fixtures? central vacuum _____ pool _____ hot tub _____ spa _____ attic fan _____ exhaust fan _____ ceiling fan _____ sump pump _____ irrigation system _____ cable tv wiring or satellite dish _____ security system _____ or other systems _____			

Initials: ML Seller: SC Date: _____ Buyer: ML Date: 11/19/07
Rev. 1/06

Page 3 of 4 Form 230

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Nov. 13. 2007 11:09AM Prudential Folly Rd

No. 5398 P. 11

REGARDING THE PROPERTY HEREIN DESCRIBED, INCLUDING THE YARD, OTHER IMPROVEMENTS AND STRUCTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:

- | | Yes* | No | No Representation |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 13. Room additions or other structural changes? | ☐ | ☒ | ☐ |
| 14. Dry environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methanol gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or exposed), contaminated soil or water, or other environmental contamination? | ☐ | ☒ | ☐ |
| 15. Nuisances (noise, odor, smoke, etc.) affecting the property? | ☐ | ☒ | ☐ |
| 16. Previous damage caused by fire? | ☐ | ☒ | ☐ |
| 17. Violations or variances of building codes or zoning ordinances? | ☐ | ☐ | ☒ |
| 18. Restrictions to property use? (covenants or deed) | ☒ | ☐ | ☐ |
| 19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property? | ☒ | ☐ | ☐ |
| 20. Lawsuits, foreclosures, bankruptcy, taxation, judgments, tax or other liens, proposed assessments or notices from any governmental agency that could affect title to the property? | ☐ | ☒ | ☐ |
| 21. Owners' association fees or "common area" expenses or assessments? | ☒ | ☐ | ☐ |
| 22. Flood hazards or that the property is in a federally designated flood plain? | ☒ | ☐ | ☐ |
| 23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing? | ☐ | ☒ | ☐ |
| 24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property? | ☐ | ☒ | ☐ |

IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.

18. Condo has a master covenant.
19. We share walls and ceiling with other units.
21. HOA assesses fees as needed - currently \$510/month.
22. We are in a flood zone. Our ceiling covers insurable.
27. During we not knowledgeable about current bldg codes.

Initials: RE Seller: 3-Dan F. 10/11 Buyer: MP Date: 11/14/07

Rev. 1/04

Page 3 of 4 Form 230

Printed with 25000000 by RE/K/2007, LLC 10425 From 1100 Road, Chesapeake, Virginia 22091

Nov. 13, 2007 11:09AM Prudential Folly Rd

No. 5390 P. 12

"Yes" explanations required:

Owner(s) Acknowledgement	
Property Address:	2393 Folly Rd
The property is currently:	owner-occupied ☒ leased ☐ in an estate ☐ in fee simple ☐
vacant (if vacant, how long?)	
Owner's Name(s):	
Owner(s) acknowledge having examined this statement before signing and that all information is true and correct as of the date signed.	
Owner Signature:	[Signature]
Date:	
Owner Signature:	[Signature]
Date:	3/20/07

Purchaser(s) Acknowledgement	
Purchaser(s) acknowledge receipt of a copy of this disclosure statement; that he/she has examined it before signing; that he/she understands that this is not a warranty by owner or owner's agent; that it is not a substitute for any inspection he/she may wish to obtain; and that the representations are made by the owner and not the owner's agent(s) or subagent(s). Purchaser(s) are encouraged to obtain his/her own inspection by a licensed home inspector or other professional.	
Purchaser Signature:	[Signature]
Date:	11/11/07
Purchaser Signature:	
Date:	

(This form is approved by the South Carolina Real Estate Commission.)

Rev. 1/04

Page 4 of 4 Form 230

Printed with 2007 by SC FormNet, LLC 1025 E. Main St. Suite 100 Charleston, SC 29403 www.scformnet.com

P:11/11

TO:18437464889

NOV-14-2007 15:19 FROM:WACHOVIA BANK 7032846315

Nov. 14, 2007 3:21PM

Nov. 13, 2007 11:09AM Prudential Folly Rd

No. 2550 P. 9

No. 5398 P. 9

Date	5-21-12
Exhibit	8
Witness	Price



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITIONAL DISCLOSURE STATEMENT

~~NOT A CONTRACT~~

1. South Carolina Code of Laws 1962 27 Chapter 30 Article 1 requires that beginning January 1, 2013, all owners of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in conjunction with the sale, exchange, lease and sale under a lease with an option to purchase. This disclosure statement is not required for sales transactions including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-30-20.
2. You must disclose to the buyer the contents of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, geologist, pest control specialist or other expert as follows: If you attach a report, you will not be liable for any purchase or financing transaction completed in this report as long as you have not provided negligent or fraudulent information in obtaining or furnishing the information.
 - b. If you check "Yes" for any question, you are stating that you have no expert knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Information" for any question, but are stating that you are relying on representation regarding the condition or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have in this situation.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate for disclosure to the next buyer in line, you shall promptly provide the purchaser a corrected statement or you may retain the problem.
3. If you are involved in the sale of any property by a licensed real estate broker or salesperson, you shall solely be responsible for completing and delivering this statement to the purchaser. The broker or salesperson shall disclose any awarded claim about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that you agree to disclose to the purchaser all known material facts about the property and your title to it.
4. You must provide this completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You shall provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initialed by Seller Yes, Date 11/14/07 Buyer Yes Date 11/14/07

Buyer's Form 230



Nov. 14, 2007 3:21PM

Nov. 13, 2007 11:09AM Prudential Folly Rd

No. 2550 P. 10

No. 5308 P. 10

PLEASE CHECK WHERE NECESSARY

	Yes	No	Not Applicable
1. Please Check Where Necessary a. Ductwork, pipes, air conditioning, floor, windows (including storm windows and doors), doors, ceilings, light and electrical wiring, mechanical equipment, ductwork, structural components in building, sag in roof, etc. b. Damage property: roof, exterior finish, etc. c. Appropriate age of structure: _____	☐	☒	☐
2. Ductwork or other piping? a. Appropriate age of duct covering: _____	☐	☒	☐
3. Water damage, leakage, deterioration or staining damage of water intrusion from any source in any part of the structure?	☐	☒	☐
4. Heating system (boiler, radiators, pipes, valves, etc.)	☐	☒	☐
5. Heating system (pipes, valves, water heater, etc.)	☐	☒	☐
6. Heating system (boiler, radiators, pipes, valves, etc.) a. Heat source: furnace, oil, gas, electric, etc. b. Cooling system: central, wall, etc. c. Fuel source: electricity, natural gas, etc. d. Appropriate age of heating unit: _____	☐	☒	☐
7. Water supply (including water quality, quantity and water pressure) a. Water supply in any room: _____ b. Water supply system: _____ c. Water supply system: _____	☐	☒	☐
8. Drainage system? a. Drainage system: _____ b. Drainage system: _____ c. Drainage system: _____ d. Drainage system: _____	☐	☒	☐
9. Appropriate age of structure: _____	☐	☒	☐
10. Report information or damage to the building from past information of past damaging events or conditions a. Is there a damaged or broken roof? Yes _____ No _____	☐	☒	☐
11. Heating, piping or wiring of all or building structure?	☐	☒	☐
12. Other building system and structure a. Other building system and structure: _____ b. Other building system and structure: _____ c. Other building system and structure: _____ d. Other building system and structure: _____	☐	☒	☐

Initial: W Date: 11/14/07 By: MD Date: 11/14/07
 For: 11/14

Page 2 of 2 Scan 110

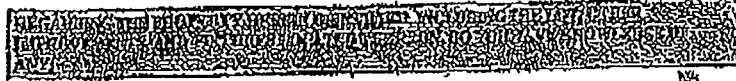
Nov. 14. 2007 3:21PM

Nov. 13. 2007 11:09AM

Prudential Folly Rd

No. 2550 P. 11

No. 3398 P. 11



	Yes	No	No Representation
13. Room additions or alterations completed?	☐	☒	☐
14. Improvements to building (including electrical, plumbing, heating, air conditioning, etc.) including painting, flooring, etc. (not including alterations to building structure or exterior finish)?	☐	☒	☐
15. Notations (loving, when, etc.) affecting this property?	☐	☒	☐
16. Previous damage caused by fire?	☐	☒	☐
17. Violation or violation of building codes or zoning and setbacks?	☐	☐	☒
18. Notations to property deed (e.g., easements or liens)?	☒	☐	☐
19. Whether, after inspection, altered building, including walls or foundations, from or on adjacent property?	☒	☐	☐
20. Landscaping, landscaping, landscaping, landscaping, etc. or other improvements or alterations made to property?	☐	☒	☐
21. Whether, after inspection, altered building, including walls or foundations, from or on adjacent property?	☒	☐	☐
22. Whether, after inspection, altered building, including walls or foundations, from or on adjacent property?	☒	☐	☐
23. Whether, after inspection, altered building, including walls or foundations, from or on adjacent property?	☐	☒	☐
24. Any outstanding charges owed by the owner for gas, electric, water, sewerage or garbage not provided to the property?	☐	☒	☐



19. Does the property have a master deed?

20. Has the property been sold or conveyed to another party?

21. Has the property been sold or conveyed to another party?

22. Has the property been sold or conveyed to another party?

23. Has the property been sold or conveyed to another party?

24. Has the property been sold or conveyed to another party?

Initials: [Signature] Date: 11/14/07 Page 3 of 4 Form 206
 Nov. 14, 2007
 Prudential Folly Rd, Folly Beach, SC 29506

Nov. 14. 2007 3:21PM

Nov. 13 2007 11:05AM Prudential Folly Rd ..

No. 2550 P. 12

No. 5398 F. 12

Handwritten signature: *M. P. ...*

All parties are aware that the unknowns on building #1 were installed intentionally. The builder has acknowledged the error and is looking for recent orders. The NDA is currently a lot looking into options.

County of San Diego
 Property Address 2893 Eddy A. 1907 Ind.
 The property is currently owned, occupied ☒ and leased in agreement to the instrument
 dated 11/29/03 by San Diego
 Owner's Name San Diego
 Changes acknowledged by the attorney-in-fact and the signing and filing of this instrument, as true and
 correct as the facts signed.
 Officer Signature [Signature] Date 11/29/03
 Officer Signature [Signature] Date 3/20/04

[illegible]

Karen Colie at Marshland Communities

From: Karen Colie at Marshland Communities [info@marshlandcommunities.com]
Sent: Tuesday, January 24, 2006 5:08 PM
To: Bok134@aol.com; 'Billy Taylor'; 'Dianne Crouse'; Mario Del Signore; 'Todd Chas'
Subject: Marsh Winds

Members:

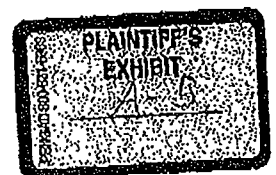
Attorney, Jefferson Leath, has requested the following of me:

1. It appears the Developer knew he had a defective product well before the end of the year 2001. What was the status of the buildings? Were sales still ongoing and what was disclosed to prospective buyers?

2. Copies of any information from closings about promises made to prospective buyers including any promised amenities.

Can anyone help me out with this? We will soon have to compose a letter to the membership requesting information from all.

Karen Colie
The Marshland Communities, LLC
3690 Bohicket Road, Suite 4C
Johns Island, SC 29455
(843) 377-1695
Fax: (843) 377-1696
info@marshlandcommunities.com



Karen Colle at Marshland Communities

From: Mario Del Signore [delignorem@bellsouth.net]
Sent: Sunday, February 05, 2006 5:45 PM
To: Karen Colle; Bck134@aol.com; 'Billy Taylor'; 'Dianne Crouse'; 'Todd Chas'
Subject: Re: Proposed letter to the membership
Follow Up Flag: Follow-up
Flag Status: Completed

I am concerned about saying anything about serious defects at this time. We do not know we have serious defects without the professional inspection. Therefore, I modified the second paragraph as follows:

"Discussion took place at the meeting regarding concerns about the buildings. It was reported to the membership present that the Board of Directors met with the Developer of Marsh Winds to address their concerns. It was further decided to proceed in obtaining a complete professional inspection of each building. A motion was made and passed to approve a special assessment of up to \$500 for expenses associated with addressing and investigating the concerns. The investigative inspection will provide the Board of Directors the information necessary to make informed decisions on behalf of the Association. The membership should expect another update within sixty days."

Thanks,

3/2/2009



Karen Colle at Marshland Communities

From: Karen Colle at Marshland Communities [info@marshlandcommunities.com]
Sent: Wednesday, March 01, 2008 6:11 PM
To: Bckl34@aol.com; 'Billy Taylor'; 'Dianne Crouse'; Mario Del Signore; 'Todd Chase'
Subject: Marsh Winds Inspection

Dear Members,

Just a quick note to follow up with you -- I met with Tom Carlson, the building inspector/expert on Monday for an initial walk-through. The meeting went very well, although I do not have much information to share. He was not willing to share his opinions or observations with Matt and myself during the walk-through.

A couple comments were shared:

1. The beams that run under the buildings that were noted on our walk-through with Jeff Leath are not a cause for concern.
2. He briefly stated that there were indeed structural issues with Marsh Winds.
3. He recognized the issue with the walkways in building A.

We are in touch regularly with Jeff Leath and will keep you informed as information is shared.

Karen Colle
The Marshland Communities, LLC
3690 Bolickett Road, Suite 4C
Johns Island, SC 29455
(843) 377-1695
Fax: (843) 377-1696
info@marshlandcommunities.com

2/23/2009



Gary Freeman Architect Inc.

1489 Diamond Blvd.

Mt. Pleasant, South Carolina 29466

843.693.2149

freemanarchitect@bellsouth.net

June 19, 2006

Mr. Marlo DelSignore, President
Marsh Winds HOA
c/o Ms. Karen Colie
The Marshland Communities, LLP
P. O. Box 1693
Johns Island, SC 29457

Re: Marsh Winds Condominiums
Folly Road
Johns Island, SC

Dear Mr. DelSignore,

I appreciate the opportunity to provide you with this proposal for forensic services for the Marsh Winds Condominiums on Folly Road. I met with you and Ms. Karen Colie of The Marshland Communities, LLP on site Tuesday, June 6th. In this meeting we discussed the problems you have had in your two buildings relating to water infiltration and the mechanical and plumbing systems. Based on my initial observations, as well as those of Mr. Tom Carlson of Calibogue Construction Co., Inc., there may be some issues with the structural system as well. My approach to an investigation such as this utilizes multiple phases. The methodology for this process is as follows:

Phase 1 - Investigation: This phase includes destructive and non-destructive testing. Existing conditions are documented on the exterior and interior of the building. Areas where specific damage has occurred, or where suspect conditions exist, will be investigated further through destructive testing. These areas will be opened up by removing the exterior and sometimes interior materials to investigate how the building was constructed and what has led to the problems. As we discussed, I would like to utilize Tom Carlson of Calibogue Construction Co., Inc. as the contractor and Allen Campbell of Applied Building Sciences, Inc. as the structural and roofing consultant in this process. It may be necessary to employ a mechanical consultant. I propose using Lenny Greene of Orbital Engineering should those services be required.

Phase 2 - Preliminary Report: A report will be prepared using data gathered during the first phase. This report will summarize the existing conditions and problems observed. It will also document a review of the existing construction documents and any information you may have that can give a complete history of the construction and repairs to the buildings. The report will conclude with a recommendation of repairs.



Phase 3 - Repair Drawings and Cost Estimate: Once we have agreed on an acceptable solution for the repairs, we will then proceed with providing an estimate of those repairs. It may be necessary to provide repair drawings to aid Calibogue in this effort and for litigation purposes. If they are required, they will be provided as necessary.

Phase 4 - Litigation support: Should this project proceed with litigation, it will be necessary to aid your attorney through conferences, depositions, mediation support, and trial preparation. Time involved in this phase is dependent upon the amount of deficiencies found during the investigation process and the direction of the legal process. Although this is identified as a separate phase, time allocated for this support is spread throughout the process of investigation and reporting.

Phase 5 - Construction Documents, Bidding, Construction Administration: If these services are requested, they will include preparation of construction documents for the repairs and administration of the construction contract.

As we discussed, it is impossible to determine the amount of time and effort required to accomplish the above tasks at this time. For that reason, I propose that we be compensated on an hourly basis for our work.

Our hourly rates are as follows:

Gary Freeman Architect Inc.	
Field Investigations, Reports, Coordination, Litigation Support, etc.	\$200
Thomas J. Carlson, CSI (see attached schedule)	
Principal Consultant	\$150
Allen Campbell, Applied Building Sciences, Inc.	
Structural/Roofing Consultant.....	\$175

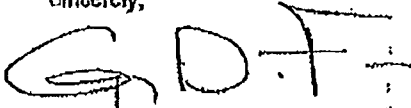
Please review the attached rate sheets from Tom Carlson and Applied Building Sciences, Inc. for a breakdown of their rates. In addition to our hourly rates for time, there will be construction related costs for equipment rental and construction materials and supplies and labor for the destructive testing process. This will include a lift and any materials needed to cover the holes that are made during the investigation. Payment for these items will be made directly to Calibogue Construction Co., Inc. Attached is a breakdown of Tom Carlson's fee schedule and terms for your review.

I will coordinate all activities of myself, Calibogue Construction, and Allen Campbell; however, I prefer that all agreements be made and costs be paid between you and each consultant directly.

If everything meets with your approval, please execute acceptance of this agreement and return a copy to me at your earliest convenience along with a retainer of \$2,000 each to Calibogue Construction Co., Inc. and myself. As I said in the Board meeting on June 9th, we can schedule the destructive testing sometime in the month of July.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "G.D.F.", with a stylized flourish at the end.

Gary D. Freeman, AIA, CCS
President

Accepted by: _____

Date: _____

Attachments

THOMAS J. CARLSON, CSI

Construction Consultant

102 WAFFOOD CREEK DRIVE #9
CHARLESTON, SOUTH CAROLINA 29412

PHONE (843) 762-0047

FAX (843) 762-0230

**PROFESSIONAL FEE SCHEDULE AND TERMS
For
CONSTRUCTION CONSULTANT SUPPORT SERVICES
2006****PERSONNEL SCHEDULE****HOURLY RATE**

Principal Consultant.....	\$150
Licensed Project Manager/Estimator.....	\$100
Construction Consultant/Estimator.....	\$ 90
Field Technician/Estimator Support.....	\$ 75
Administrative/Technical Support Services.....	\$ 45

*Time charged to nearest tenth hour including portal to portal travel time on client's behalf will be charged at the appropriate hourly rate.

*Time spent for arbitration, mediation, depositions and trial will be billed 1.5 times the above hourly rates.

REIMBURSABLE EXPENSES

Travel and car mileage; lodging; meals; shipping; postage; telecommunications incl. long distance, mobile and fax; consultant firms; document supplies; bulk reproduction; blueprints; film and processing; and miscellaneous expenses will be billed at 1.2 times cost. Document/exhibit storage will be billed, based on volume, at a minimum of \$10 per month.

Standard Rates: Company or Private Vehicle per mile.....\$.60/mile
In-house reproduction (B&W).....\$.12/copy

ADJUSTMENT IN RATES AND TERMS

Promotion of individuals (affecting rates) or changes in hourly rates, expense policy or terms will go into effect on January 1 of each succeeding year.

PAYMENT FOR SERVICES

Interest shall be applied at the rate of 1 1/2% per month for invoices not paid within 30 days of receipt. If payment is not made in a timely manner, we reserve the right to (a.) stop work; (b.) have the account brought current prior to turnover of work product; and (c.) require a retainer equal to the amount needed to complete the work prior to re-starting. All legal fees, other expenses and reasonable costs of collection will be the responsibility of the client.

STANDARD OF CARE

We shall exercise that degree of care and skill normally expected of persons performing similar functions. Under no circumstances will we be liable for (a.) lost opportunity costs, anticipated profits, expected earnings or interest; (b.) indirect, consequential, punitive or exemplary damages; or (c.) damages exceeding the total fees paid by the client to us for this assignment.

02/05/2006 15:07

8432438934

ABS INC

✓ COPIED, TSC/BEL

FAXED



APPLIED BUILDING SCIENCES, INC.

2006 PERSONNEL FEE SCHEDULE

Charges will be made at the following rates for time spent by ABS personnel for evaluation or analysis of field and laboratory data, report preparation, conferences, consultation and setting up and closing out projects and disposition preparation.

PRINCIPAL, per hour	\$175.00
LICENSED SENIOR PROFESSIONAL, per hour	\$165.00
LICENSED PROFESSIONAL, per hour	\$145.00
CONSTRUCTION CONSULTANT, per hour	\$135.00
ENGINEER (EIT), per hour	\$125.00
ENVIRONMENTAL CONSULTANT (CIE), per hour	\$120.00
INTERN ARCHITECT, per hour	\$110.00
FIELD TECHNICIAN	\$45.00
ADMINISTRATIVE SUPPORT SERVICES, per hour	\$45.00

Time spent in deposition or court appearances will be charged at the rates below:

PRINCIPAL, per hour	\$225.00
LICENSED SENIOR PROFESSIONAL, per hour	\$225.00
LICENSED PROFESSIONAL, per hour	\$195.00
ENVIRONMENTAL CONSULTANT (CIE), per hour	\$180.00
TECHNICAL, per hour	\$125.00

REIMBURSABLE EXPENSES

Direct non-salary expenses incurred, such as shipping charges, photographic reproduction, printing, travel and out of pocket expenses acquired while traveling are to be reimbursed by client at actual invoice cost plus fifteen percent. Expenses that are not invoiced will be charged at the following rates:

Company or Private Vehicle, per mile	0.60
Per diem	50.00

Small equipment charges; long distance, per call, billed to our number; copies (color and black-and-white); faxes; and postage, including overnight letters, are billed as a lump sum cost allocation at twenty-two and one-half thousandths (.0225) of the base charge for services only. Large or specialty equipment will be billed at appropriate daily rates.

Time spent in portal-to-portal travel in the interest of the job will be charged at the appropriate hourly rate.

1890 Milford Street - Charleston, South Carolina 29405 - Tel 843.724.1456 - Fax 843.724.1458
205 Columbia Avenue - Chapin, South Carolina 29036 - Tel 803.345.3633 - Fax 803.345.2823

Karen Colie at Marshland Communities

From: Karen Colie at Marshland Communities [info@marshlandcommunities.com]

Sent: Monday, October 30, 2006 6:56 PM

To: 'Allen Puckhaber'

Cc: 'Dianne Crouse'; 'todd@scleep.org'

Subject: RE: FW: Another leak

While at Marsh Winds today, I had the plumber out out the old joint and give it to me. The metal connector broke causing this particular leak, but the plumber did state that these joints were poorly done during construction and are considered "high risk". His company has apparently replaced several joints in the last year for Marsh Winds owners including Bushy's unit 1-I.

We also spoke with the Stewarts in 1-A who were highly emotional about the 3rd leak in five weeks affecting their unit. This leak again was not caused by any negligence and therefore, repairs to the interior of 1-E and 1-A are the responsibility of those owners. Tom Chorlton had the worst of the damage to his air conditioning ducts and laundry room ceiling. The expense for the plumber to repair the joint was the responsibility of Bushy in 1-I.

I took pictures which I will forward to you.

Karen Colie
The Marshland Communities, LLC
3690 Bohicket Road, Suite 4C
Johns Island, SC 29455
(843) 377-1695
Fax: (843) 377-1696
info@marshlandcommunities.com

From: Allen Puckhaber [mailto:eapuckhaber@hotmail.com]

Sent: Monday, October 30, 2006 3:14 PM

To: info@marshlandcommunities.com

Cc: todd@scleep.org; DianneCrouse@comcast.net

Subject: RE: FW: Another leak

FYI, ALL

This is interesting b/c I'm doing some renovations to my unit and with that I had to have my hot water heater disconnected and my contractor noted to me that it appeared the expansion tank joints had leaked at 1 time or another b/c of visible rust on the joints. Is this same and if so could this be a future problem with other units in building 1? I had him replace the expansion tank as well as the joints.

Allen

From: "Karen Colie at Marshland Communities" <info@marshlandcommunities.com>

To: "Dianne Crouse" <dianneCrouse@comcast.net>, "Allen Puckhaber" <eapuckhaber@hotmail.com>, <todd@scleep.org>

Subject: FW: Another leak

Date: Mon, 30 Oct 2006 12:27:26 -0500

Members,

I wrote my message below too quickly. The leak is coming from the expansion tank joint that has broken in the floor of 1-I. The leak caused damaged to both units under. Bushy Peek's plumber is on the way to the unit and I am on my way back out there to take pictures.

Thanks again!

3/2/2009



Karen Colie
The Marshland Communities, LLC
3690 Bohicket Road, Suite 4C
Johns Island, SC 29455
(843) 377-1695
Fax: (843) 377-1696
info@marshlandcommunities.com

From: Karen Colie at Marshland Communities [mailto:info@marshlandcommunities.com]
Sent: Monday, October 30, 2006 11:23 AM
To: 'Dianne Crouse'; 'Allen Puckhaber'; 'todd@scleep.org'
Subject: Another leak

You won't believe this, but we had another emergency call from unit 1-A this morning reporting a new leak (new location). This makes #3 in a very short period of time. Jeff Conklin again responded and we the leak is coming from 1-I (third floor) and has caused damage to both 1-E and 1-A.

I just returned to the office and will update you with more information soon. .

Karen Colie
The Marshland Communities, LLC
3690 Bohicket Road, Suite 4C
Johns Island, SC 29455
(843) 377-1695
Fax: (843) 377-1696
info@marshlandcommunities.com

Stay in touch with old friends and meet new ones with Windows Live Spaces

3/2/2009

Karen Colie at Marshland Communities

From: Lynne Mappus [lmappus@insitesc.com]
Sent: Monday, July 09, 2007 10:21 AM
To: Allen Puckhaber; matt@marshlandcommunities.com
Cc: ChasT@cofc.edu; SUDavis@firstam.com; thomas.iorizzo@gmail.com; info@marshlandcommunities.com
Subject: RE: Roofing Update

I agree. In fact, I hate that we paid \$1200 for a quick fix when it sounds like we could have just paid an addition \$2000 and had a permanent fix. As a Board, we need some type of emergency repair policy. There will be times like this where something has to be done and the question should always be asked, "what would the cost be for a permanent repair and when can this be done?"

Lynne

From: Allen Puckhaber [mailto:capuckhaber@hotmail.com]
Sent: Friday, July 06, 2007 5:33 PM
To: matt@marshlandcommunities.com
Cc: ChasT@cofc.edu; SUDavis@firstam.com; thomas.iorizzo@gmail.com; Lynne Mappus; info@marshlandcommunities.com
Subject: RE: Roofing Update

Matt:

I'm O.K. with it but based on this incident there is the possibility we have other loose and/or weak panels that need to be addressed. As I understand we are waiting on engineering report that will encompass the structural integrity of the roof. It also might prudent to have Hart Roofing while making these repairs check the other panels and fasteners on building 1 since they will already be on the roof.

Matt, do we have any update as to when we might receive this report?

Allen

From: "Matt Scruggs at Marshland Communities" <matt@marshlandcommunities.com>
To: "Allen Puckhaber" <capuckhaber@hotmail.com>, "Lynne Mappus" <lmappus@insitesc.com>, "Susan Davis" <SUDavis@firstam.com>, "Todd Chas" <ChasT@cofc.edu>, "Tom Iorizzo" <thomas.iorizzo@gmail.com>
Subject: Roofing Update
Date: Thu, 5 Jul 2007 14:58:08 -0400

>Good Afternoon,

>

>As some of you are aware, earlier this week we had some roof damage to

>building # 1 on the end closest to Folly Road. On Tuesday morning I

>Immediately had to track down a reliable reputable contractor to get out to

>the property.

>I got in touch with Hart Roofing Company and the owner Robby Hart and his

>crew came out that morning and were able to secure the loose metal panels

>back into place. However, the panels were bent up real bad. Robby reported

>to me that the panels were installed correctly and that his opinion was that

>it was not a warranty issue but the large amount of high winds overtime that

>caused the panels to come loose and bend them. They secured the panels back into place. The cost of the emergency repair was \$1200.

>I have attached a proposal for the replacement of the two bent panels that

>were blown loose. Total cost of time and materials is \$3200.

>

>Please review and let me know what you think. We need to act on this

3/2/2009



12-12-'14 10:52 FROM-SUNTRUST BANK

703-838-3363

T-449 P0030/0032 F-442

>quickly. Robby told me that we have a temporary fix for now, but the panels
>need to get replaced soon before we have any more problems.

>

>Sincerely,

>Matt

<< SKMBT_C35107070502050.pdf >>

Need a brain boost? Recharge with a stimulating game. Play now!

3/2/2009

Karen Colle at Marshland Communities

From: Karen Colle at Marshland Communities [info@marshlandcommunities.com]
Sent: Friday, December 21, 2007 12:33 PM
To: 'Todd Chas'; 'Thomas Iorizzo'; 'Lynne Mappus'; 'Davis, Susan'; 'Allen Puckhaber'
Cc: 'Matt Scruggs at Marshland Communities'
Subject: Elevator/ Roof December 20-21

Dear Members,

This morning the elevator failed again. It was unresponsive to resetting thus we had to call Otis. On November 30th, I had an extensive discussion with Otis regarding the reoccurring issues at Marsh Winds. As we have stated before, the elevator's installation and exposure to weather is the primary cause of the ongoing maintenance failures. Recommendations were made in 2002 and again in February of 2006 to the Board(s) for their consideration. I have attached copies of their recommendations for your review. Some of you may recall these earlier discussions to address the moisture issues causing problems with our elevator. I have no guarantee that the proposed solutions would solve our problems, but based on the extraordinary cost of the elevator's maintenance calls, the Board should have open discussion regarding this matter to develop a plan of action.

Second, yesterday we received a report that 1-1 was experiencing roof leaking again. Matt met with Bushy Peak (the owner) and there was no evidence of a leak, but this morning it was dripping, so we called Hart Roofing back to 1-1 this morning for the fourth time. As you know, we believed this problem had been repaired. Following our telephone conference with Hart Roofing, he confirmed there is still a leak and all the obvious possible causes have been investigated and repaired. He further stated that it is impossible to find the exact location without removing and replacing panels over the unit. In the interest of the Association, we contacted KSB, another metal roof contractor whom we consulted today and gratefully they responded promptly and the same was confirmed. This is an original roof installation defect, as both contractors confirmed. They stated that standing seam roof panels need to be double seamed upon installation to prevent leakage. Many panels have never been double seamed, although we fixed several earlier this year when we replaced all the rubber boots and fasteners. Again, as you know, the company that installed the roof is no longer in business, so our recourse options are limited except directly with the Developer. As soon as I receive cost estimates for the repair, I will forward the information to you.

Understandably, the tenants in 1-1 are clearly annoyed with the ongoing leaks which seem to only happen with a strong blowing rain. The repairs to their ceiling were already completed by the Association in November after the roof repairs were considered complete and we even waited for a good rain to double check. Unfortunately, repairs to the ceiling will be needed again.

Thank you,

Karen Colle, PMIC
The Marshland Communities, LLC
4218 River Road
Johns Island, SC 29455
Mailing address:
Post Office Box 1693
Johns Island, SC 29457

(843) 377-1695
Fax: (843) 377-1696
info@marshlandcommunities.com

3/2/2009



Karen Colle at Marshland Communities**From:** Davis, Susan [SUDavis@firstam.com]**Sent:** Thursday, January 03, 2008 10:19 AM**To:** Allen Puckhaber; karen@marshlandcommunities.com; Lynne Mappus; Matt Scruggs at Marshland Communities; Thomas Iorizzo; Todd Chas**Subject:** Butch

His cell does not even let you leave a voice message but I had a pleasant chat with his wife, who is a realtor. She will see him in a couple of hours and says she thinks she can put her hands on the elevator info. I decided I would wait and ask her about the roof after she calls me back on the elevator. Not suggesting anyone hold their breath while we wait, of course!

If we have an elevator rep to meet with before the meeting on the 12th I have a friend, commercial contractor, that can meet with us too if you want.

Susan P. Davis
Vice President and State Counsel
First American Title Insurance Company
200 Center Point Circle, Suite 250
Columbia, SC 29210
800-828-5006
803-731-4949 (facsimile)
sudavis@firstam.com

3/2/2009



141



SunTrust Bank
515 King Street
Alexandria, VA 22314
Tel 703.838.2513
Fax 703.838.3363

Facsimile

To: Drew Radeker
Company: _____
Department: _____
Fax number: 803-779-6700
Tel number: _____
of pages, including cover sheet: 33

From: Morgan Price
Company: SunTrust Bank
Department: Old Town Office
Fax number: 703.838.3363
Tel number: 703.838.3251
Date: 12/12/2014

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

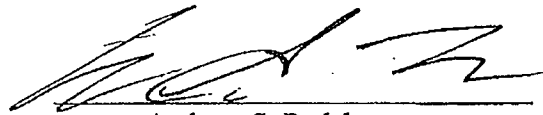
Defendants.

CERTIFICATE OF SERVICE

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Plaintiff, do hereby certify and say that I have, on this the 12th day of December, 2014, served the foregoing document in the above-captioned action by depositing the same in the United States Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Derek F. Dean, Esq.
Keating L. Simons, III, Esq.
Law Offices of Simons & Dean
147 Wappoo Creek Dr., Suite 604
Charleston, SC 29412

William A. Scott, Esq.
Pedersen & Scott, P.C.
775 St. Andrews Blvd.
Charleston, SC 29407



Andrew S. Radeker

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

AFFIDAVIT OF
ANDREW S. RADEKER

BY
JULIE J. ARMSTRONG
CLERK OF COURT

2014 DEC 16 AM 9:13

FILED

I, Andrew S. Radeker, being first duly sworn, do hereby depose and say as follows:

1. I am an attorney with the law firm of Harrison & Radeker, P.A., attorneys for the Plaintiff in the above-captioned action. I have personal knowledge of the facts set forth in this affidavit, and I am competent to testify about them.
2. My first attempts to find an address for the Chas Defendants in this case were through the Plaintiff and his mother, Victoria Upchurch. Neither one of them had any information on the whereabouts of these defendants.
3. I next sought information from Tom Chorlton, a resident and owner of a unit in the Marsh Winds condominiums. He knew the Chas Defendants personally, apparently quite well. Though he seemed very forthcoming, he told me that he did not have any information about where the Chas Defendants were, other than that he thought they had gone on an extended vacation, perhaps to Mexico. He said that he understood this to be a vacation and that they continued to regard the Charleston area as home. He mentioned that he believed the Chases lived in the Berkeley, California, area for a while before coming to Charleston. He said he believed them to still be married and together.
4. Using person-finding services to which our firm subscribed, such as Accurint.com and PeopleFinder.com, I attempted to find a good address for the Chas Defendants, based on the information we had. Kevin Fain, an employee of my firm at the time, also engaged in efforts to find the Chas Defendants, to no avail. He was usually

pretty good at locating people we needed to find. We never found anything linking either of the Chas Defendants to a Middleton Place address.

5. Kevin Fain is now deceased. As shown by his obituary, attached as Exhibit B-1 to this affidavit, he died on January 28, 2013. Obviously, I cannot now obtain any information or details from him that he might have remembered about his efforts to locate these defendants.
6. Folly Beach was where we knew that the Chas Defendants were *not* located. We had no reason to believe that sending anything to their former Folly Beach post office box would result in that item reaching them. Even if they did have their mail forwarded to somewhere else, as they now claim, the maximum duration of mail forwarding by the United States Postal Service is 12 months, as shown by the attached screen shot printout from the Post Service's website, which is Exhibit B-2 to this affidavit. This suit was not brought until more than two years after the Chas Defendants moved away from Folly Beach.
7. Through Kevin Fain, our office contacted process server Skip Lupton for him to attempt to serve process on the Chas Defendants. Mr. Lupton attempted to find them for service but was unable to do so, and he returned an affidavit of non-service to us accordingly. Mr. Fain handled the communications with Mr. Lupton, and he obviously cannot now provide us with any recollections he might have had about those communications.
8. Mr. Fain mistakenly had the summons published in the Charleston *Post & Courier* before the order for service by publication was done. I cannot see how that might have prejudiced the Chas Defendants. The publication served its purpose, as it provided notice to any reader of the *Post & Courier* that this lawsuit was pending against the Chas Defendants.
9. The use of "amended summons and amended complaint" in the order authorizing service by publication *nunc pro tunc* is a typographical error. It is obvious that the summons was what was published in the newspaper.
10. I went to college in Charleston, and I know that the *Post & Courier* is not only a newspaper of general circulation in Charleston County but is also the newspaper of record for the area.

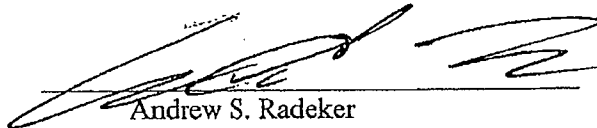
11. I got interrogatory responses from the other defendants in March of 2012. A copy of those responses is attached to this affidavit as Exhibit B-3. I had no reason to believe that the 4 Middleton Place address given for the Chas Defendants in those responses was anything more than a former address for the Chas Defendants, like the Magnolia Avenue address turned out to be, or just a *possible* former address for them. Karen Colie confirmed for me that the other defendants did not know this to be a correct address for the Chas Defendants when, in her deposition in May of 2012 as the designee for those other defendants, she testified that she had not heard anything about where the Chas Defendants were for about two years before the deposition and that she did not know where to find the Chas Defendants.
12. I certainly did know this 4 Middleton Place address to be or to have been an actual address for the Chas Defendants at any time.
13. Charleston County website tax information search results under the names of the Chas Defendants and showing no results are attached as Exhibits B-4 through B-13 to this affidavit. (The website instructs the user that searches work better with the search subject's last name entered before his or her first name.)
14. Attached as Exhibit B-14 to this affidavit is a printout of a record for a J. Todd Chas for an automobile and showing a 4 Middleton Place address. I do not know of a way for me to tell how long similar information might have been in Charleston County's system.
15. Further, finding this record is not exactly easy. I found it only after entering "chas" for owner's name and "4 middleton pl" for address, as shown on Exhibit B-15 to this affidavit. As shown on Exhibits B-16 and B-17 to this affidavit, searching under "chas todd" and "4 middleton pl" produces no record.
16. Also, the Charleston County website has no real property record for a 4 Middleton Place at all. Searching under "4 middleton pl" as the property address on the website for real property record produces no records, as shown on Exhibit B-18 to this affidavit.
17. An owner address search under "4 middleton pl" shows a 4 Middleton *Court* and lists its owner as a Thomas Irvin Fetzer. That record, attached as Exhibit B-19 to this affidavit, nowhere mentions the name Chas at all.

18. Attached as Exhibits B-20 and B-21 to this affidavit is a printout of all search results from the website for the Charleston Register of Mesne Conveyances for Todd Chas and Jacara Chas (which catches all results for Jacaranda Chas). The only documents that come up are those associated with the Magnolia Avenue address and with the unit subject of this case that the Plaintiff purchased from the Chas Defendants. Nothing associated with a 4 Middleton Place shows up in those results.
19. I mailed a copy of the summons and complaint to the Chas Defendants at the Magnolia Avenue address because the service-by-publication process requires a copy of the summons and complaint to be sent to the defendant's last known address by regular mail.
20. I have read the Chas Defendants' motion and their affidavits. They seem to ignore that service by publication calls for mailing, by regular mail, a copy of the summons and complaint to the defendant's last *known* address. The last address of the Chas Defendants *known* to us was the Magnolia Avenue address, to which we mailed the summons and complaint and, later, notice of the trial. It would have been preposterous to mail these documents to post office box we had no reason to believe these defendants used that was located in a town, Folly Beach, where we knew the Chas Defendants did not live.
21. Based on what I remember and what I see from our file, I would say that our efforts to locate the Chas Defendants were diligent. We cannot help it if these Defendants went on an extended trip, causing the trail of addresses for them to go cold, or used multiple names or name variations, increasing the difficulty of finding them through the information available to us, nor can we help it if they did not read the newspaper, which would have informed them of the pendency of this suit against them.
22. Tom Chorlton testified at the trial of this case and provided critical testimony concerning the value of the condo unit involved (including testimony about a comparable sale, which was invaluable in light of the almost non-existent recent sales of Marsh Winds units at the time of the trial of this case) and the nature and extent of the problems with the Marsh Winds buildings that affected value of Marsh Winds units. I doubt the jury would have arrived at the amount of the verdict they rendered against the Chas Defendants if it were not for his testimony.

23. Since Tom Chorlton is dead, he obviously could not be called as a witness were this case to go to trial a second time.

24. It appears to me that it would be exceedingly unfair and unjust for the Chas Defendants to be relieved from the judgment against them in this case, and the prejudice to the Plaintiff would be significant.

FURTHER AFFIANT SAYETH NOT.



Andrew S. Radeker

SWORN to before me this

12th day of December, 2014.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: June 10, 2024

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Kevin W. Fain

Published: Wednesday, January 30, 2013 at 8:07 a.m.

LEXINGTON, SC— Kevin Wells Fain, 35, of Lexington, SC, died on Monday, January 28, 2013, following a short battle with cancer. Born October 28, 1977, in Hampton, VA, he was the son of Maxwell Nicholas and Ann Wells Fain of Spartanburg, SC.



Kevin W. Fain

Kevin was a member of Pisgah Lutheran Church where he also sang in the choir. A graduate of Spartanburg Day School and USC-Upstate, he was past president of the Lexington County Arts Association, and was honored with an award from LCAA for the many contributions, time, and talents he shared. He also loved karaoke, his dogs, friends, and hunting.

In addition to his parents, he is survived by Jon Fields of the residence; sister, Beth Affolter (Lu) of Nashville, TN; brother, Max Fain (Monica) of Boiling Springs, SC; niece, Tinsley Fain of Boiling Springs, SC; nephews, Shawn, Alec, and Brian Affolter of Nashville, TN; Parker and Peyton Fain of Boiling Springs, SC; and an aunt, Pam Oliver of Asheville, NC.

A celebration of life service will be conducted at 4:00 PM Thursday, January 31, 2013, at St. Christopher's Episcopal Church, Spartanburg, SC, conducted by the Rev. Joseph Smith. A reception will follow in the Parish Hall.

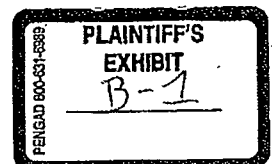
In lieu of flowers, memorials may be made to Spartanburg Little Theatre, 200 E. St. John Street, Spartanburg, SC 29302; Pisgah Lutheran church, 1350 Pisgah Church Road, Lexington, SC 29072; or St. Christopher's Episcopal Church, 400 Dupre Drive, Spartanburg, SC 29307.

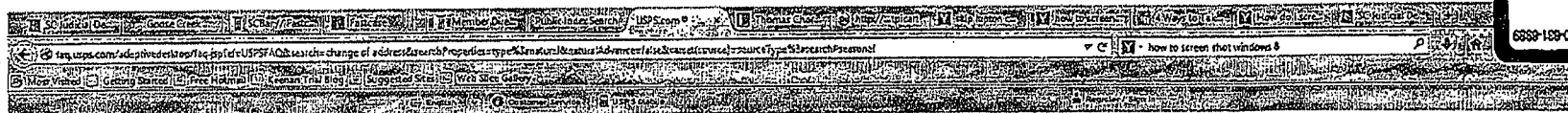
The family is at their respective homes.

An online guest register is available at www.floydmortuary.com.

Floyd's North Church Street Chapel

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USPS.COM

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• Temporary COAs, or seasonal forwarding, provide forwarding of mail to a temporary address for a maximum for 364 days. The 364-day clock starts with what you list as the move effective date.

• The 364 days, or 12 months, of temporary forwarding from the same old address is not continuous but is in increments of 185 days or less. Even if you submit a second temporary Change of Address to forward your mail either to the same requested address or to a different address than originally requested, the total time mail will be forwarded cannot exceed 12 months.

• If you cancel the forwarding and return to your original address for a minimum of 45 days, the 364 day clock starts over. You can submit a new a Temporary COA order for up to 12 months.

• Mail service to your original address will resume on the end date of the temporary COA if you did not cancel the mail forwarding.

• How long will Permanent Change of Address mail be forwarded?

• Once your Change of Address is effective, mail is forwarded to your new address as quickly as possible. However, there is no estimated delivery time for forwarded mail, and forwarded mail may be subject to additional postage. Information on the forwarding of specific mail classes is as follows:

MAIL CLASS	FORWARDED FOR
First-Class Mail® / First-Class Package Service / Priority Mail® service	12 months
Priority Mail Express® service	12 months
Periodicals	50 days
Standard Mail®	Only forwarded with specific instructions from the mailer
Standard Post®	Locally for 12 months
Package Service Mail (includes Library Mail, Bound Printed Matter, Media Mail®)	Locally for 12 months



COPY

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

D.A. Morgan Price,

Plaintiff,

VS.

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

Defendants:

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2010-CP-106239

DEFENDANT MARSH WINDS
OWNERS ASSOCIATION, INC.
A/K/A MARSH WINDS HORIZONTAL
PROPERTY REGIME ANSWERS TO
PLAINTIFF'S INTERROGATORIES

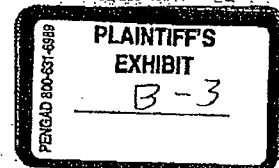
TO: ANDREWS S. RADEKER, ESQUIRE, ATTORNEY FOR D. A. MORGAN PRICE.

Defendant Marsh Winds Owners's Association, Inc. a/k/a Marsh Winds Horizontal Property Regime ("Marsh Winds"), answering Plaintiff D. A. Morgan Price's ("Plaintiff") Interrogatories, make the following objections which are hereby incorporated in and made a part of each answer set forth below:

1. Marsh Winds Owner's Association objects to the information sought by Plaintiff's Interrogatories, to the extent that they request documents and/or information which were prepared in anticipation of litigation or for trial by Marsh Winds or its representatives concerning anticipated litigation, so that any such documents are privileged as work product or attorney/client privilege, thereby protected from disclosure under the provision of the South Carolina Rules of Civil Procedure.

2. Marsh Winds objects to the extent that Plaintiff's Interrogatories are inconsistent with or enlarge upon the South Carolina Rules of Civil Procedure.

3. Marsh Winds objects to each Interrogatory to the extent that it requests information in the



possession of persons or entities not under the control of Marsh Winds.

4. Marsh Winds reserves the right to supplement and/or amend these responses.

Without waiving said objections, Marsh Winds, answering Plaintiff's Interrogatories, which are hereby incorporated in and made a part of each answer set forth below, states as follows:

I. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case, indicate whether written or recorded statements have been taken from the witnesses, and indicate who has possession of such statements.

ANSWER: In addition to the following witnesses, Marsh Winds reserves the right to call as a witness any such witness named by any party to this litigation or identified through discovery.

- a. D.A. Morgan Price
- b. Todd and Jacara Chas
4 Middleton Pl.
Charleston, SC 29403-3617
and/or
P.O. Box #1602
Folly Beach, SC 29439
- c. Susan Stewart
- d. Lynne Mappus
- e. Breck Klein
and/or other representative(s) and/or members
Marsh Winds Owners Association, Inc.
c/o Simons & Dean
- f. Karen Colie and/or other representative(s) and/or members
The Marshland Communities, LLC
c/o Simons & Dean
- g. Brian Kline
Carolina One Real Estate
4390 Belle Oaks Drive, Ste. 100
Charleston, SC 29405
- h. Peter A. Kouten
Complete Inspection Services

1850 Hutton Ct.
Charleston, SC 29407

- i. Nat Wallen
Keller Williams
1470 Tobias Gadsden Rd., Ste. 202
- j. Jeffrey Conklin
Conklin Contracting
1208 Downer Drive
Charleston, SC 29412
- k. Representative(s) of Miller Pest Management
870 W Madison Ave.
Charleston, SC 29412

The witnesses identified in a-k are expected to testify regarding their knowledge of the claims and defenses raised in the subject action. Plaintiff is unaware of any statements in its possession.

2. Set forth a list of all photographs, plats, sketches, and all other documents (including, but not limited to, any video footage) in the possession, custody, or control of the Defendant or counsel that relate to any claim or defense in this litigation.

ANSWER: Marsh Winds has in its possession documents returned to the subpoenas it sent to Keller Williams, Carolina One Real Estate and Manaker & Associates, which are too numerous to list. Marsh Winds also has business records which may contain materials responsive to this Interrogatory. These documents and materials can be made available for inspection and copying by Plaintiff at the offices of Marsh Winds' counsel at a mutually convenient time and date.

3. List the names and addresses of all expert witnesses whom the Defendant proposes to use as witnesses at the trial of this case and set for a description of the opinions of the expert on the subjects about which the Defendant believes such expert may testify at trial.

ANSWER: Marsh Winds has not retained an expert at this time but reserves the right to do so. Further, to the extent any witness qualifies as an expert due to his/her position, experience or

training, Marsh Winds reserves the right to call such witness as an expert without further notice.

4. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth a summary sufficient to inform the Plaintiff of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witness.

ANSWER: See Marsh Winds's Answer to Interrogatory No. 1.

5. Set forth the names and addresses of all insurance companies which have insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of coverage provided in each policy.

ANSWER: None.

6. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

ANSWER: The costs and expenses of this action, and the sums due and owing by Plaintiff to Marsh Winds.

7. If the Defendant is improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and complaint reflecting the correct information.

ANSWER: Marsh Winds is properly identified.

8. For each of the Defendant's defenses in this action, state the facts that support the defense.

ANSWER: Prior to Plaintiff's purchase of the subject unit, Plaintiff was not in privity with Marsh Winds, and Marsh Winds made no representations adverse to Plaintiff's interests. Marsh Winds also refers Plaintiff to the pleadings filed in this action..

9. For each of Defendant's claims in this action, state the facts that support the claim.

ANSWER: See Marsh Winds' Answer to Plaintiff's Interrogatory No. 8.

10. For each allegation of the Complaint in this action that the Defendant denies, set forth the facts that support the denial.

ANSWER: See Marsh Winds' Answer to Plaintiff's Interrogatory No. 8.

11. For each requested admission in this action that the Defendant denies, set forth facts that support the denial.

ANSWER: See Marsh Winds' Answer to Plaintiff's Interrogatory No. 8.

12. State the amount, date, and purpose of each assessment and/or other sum of money that the Defendant has sought from the Plaintiff.

ANSWER: Marsh Winds objects to this Interrogatory on the grounds that it is unduly burdensome, and seeks information which may be derived or ascertained from an examination or inspection of the Marsh Winds' business records, and the burden of deriving or ascertaining such information is substantially the same for Plaintiff as it is for Marsh Winds. Without waiving its objections, these business records can be made available for inspection and copying by Plaintiff at the offices of Marsh Winds' counsel at a mutually convenient time and date. Marsh Winds also refers Plaintiff to the Notice of Lien filed in this action.

13. Give the name and civil action number of each civil case to which the Defendant is and/or has been a party, along with the disposition or status of each case.

ANSWER: Marsh Winds objects to this Interrogatory on the grounds that it is over broad, unduly burdensome, not limited in time, scope or geography, not relevant and not likely to lead to the discovery of admissible evidence. Marsh Winds further objects as this Interrogatory seeks

information that is a matter of public record, and the burden of deriving or ascertaining such information is substantially the same for Plaintiff as it is for Marsh Winds.

14. Identify each assessment increase made by the Defendant since 2005, stating for each increase the date and purpose thereof.

ANSWER: Marsh Winds objects to this Interrogatory on the grounds that it is unduly burdensome, and seeks information which may be derived or ascertained from an examination or inspection of the Marsh Winds' business records, and the burden of deriving or ascertaining such information is substantially the same for Plaintiff as it is for Marsh Winds. Without waiving its objections, these business records can be made available for inspection and copying by Plaintiff at the offices of Marsh Winds' counsel at a mutually convenient time and date.

15. For each assessment increase made by the Defendant since 2005, set forth all the facts that indicate that the Defendant complied with the law, the applicable by-laws, and master deed (with any amendments thereto) in making the increase.

ANSWER: Marsh Winds objects to this Interrogatory on the grounds that it is unduly burdensome, and calls for a legal conclusion that Marsh Winds is not required to make. Marsh Winds further objects as it seeks information which may be derived or ascertained from an examination or inspection of the Marsh Winds' business records, and the burden of deriving or ascertaining such information is substantially the same for Plaintiff as it is for Marsh Winds. Without waiving its objections, these business records can be made available for inspection and copying by Plaintiff at the offices of Marsh Winds' counsel at a mutually convenient time and date.

16. State each amount of money (and the date of payment and recipient of each such amount) that the Defendant has spent concerning the building problems subject of this case.

ANSWER: Marsh Winds objects to this Interrogatory on the grounds that it is over broad, unduly

burdensome, not limited in time, scope or geography, not relevant and not likely to lead to the discovery of admissible evidence. Marsh Winds further objects as this Interrogatory seeks information which may be derived or ascertained from an examination or inspection of the Marsh Winds' business records, and the burden of deriving or ascertaining such information is substantially the same for Plaintiff as it is for Marsh Winds. Without waiving its objections, these business records can be made available for inspection and copying by Plaintiff at the offices of Marsh Winds' counsel at a mutually convenient time and date.

17. Set forth with specificity each and every statement made by the Defendant to the Plaintiff about the building problems subject of this case, giving for each such statement its substance and content, the date it was made, and identity of the natural person who communicated this statement.

ANSWER: Marsh Winds objects to this Interrogatory on the grounds that it is over broad, unduly burdensome, not relevant and not likely to lead to the discovery of admissible evidence. Without waiving its objections and upon information and belief, prior to Plaintiff's purchase of the subject unit, Marsh Winds did not make any statements to Plaintiff regarding "building problems" or adverse to his interests.

18. Set forth with specificity each and every fact tending to show that the Plaintiff lacks standing to assert any or all of his claims in this case.

ANSWER: See Marsh Winds' Answer to Plaintiff's Interrogatory No. 8.

19. Set forth with specificity each and every fact tending to show an absence of personal jurisdiction over the Defendant in this case.

ANSWER: See Marsh Winds' Answer to Plaintiff's Interrogatory No. 8.

20. Set forth with specificity what the Defendant's obligations to the Plaintiff are.

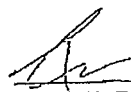
ANSWER: Marsh Winds objects to this Interrogatory on the grounds that it is vague and ambiguous. Marsh Winds further objects as this Interrogatory to the extent it calls for a legal conclusion which Marsh Winds is not required to make. Without waiving its objection, Marsh Winds did not have any "obligations" to Plaintiff prior to his purchase of the subject unit. See also Marsh Winds' Answer to Plaintiff's Interrogatory No. 8.

21. Set forth the last known addresses for Defendants Todd Chas and Jacara Chas.

ANSWER: See Marsh Winds' Answer to Interrogatory No. 1 (b).

22. Set forth any other names by which Defendants Todd Chas and Jacara Chas go, have gone, and/or are or have been known.

ANSWER: Marsh Winds is not aware of any such names.


Derek F. Dean
SIMONS & DEAN
147 Wappoo Creek Drive, Suite 604
Charleston, SC 29412
(843) 762-9132 Fax: (843) 406-9913

ATTORNEYS FOR DEFENDANT MARSH WINDS
OWNERS ASSOCIATION, INC. A/K/A MARSH
WINDS HORIZONTAL PROPERTY REGIME

March 28, 2012.
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing has been served upon Plaintiff's counsel by mailing a copy properly addressed with sufficient postage affixed thereto this 28th day of March, 2012.

SIMONS AND DEAN

BY: Kate Thomas
Harold



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governmentmax.com

Search by Owner Name...

Search by

Property ID (PIN)

Street Address

Legal Description

Sales

Owner Name

Parcel ID

Address

Owner Name

No Records Found

Search performed on 12/10/2014 4:57:28 PM EST
with = STARTSWITH
and Owner Name = CHAS TODD
and SortBy = PARCELID ASC

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

Help

Feedback

County Login

First

Last





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governmax.com

Search by Owner Name...

Search by

- Property ID (PIN)
- Street Address
- Legal Description
- Sales
- Owner Name**

Parcel ID	Address	Owner Name
-----------	---------	------------

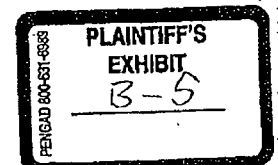
No Records Found

Search performed on 12/10/2014 4:58:13 PM EST
with = STARTSWITH
and Owner Name = CHAS JAC
and SortBy = PARCELID ASC

Functions

- Homepage
- Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help
- Feedback
- County Login

First Last



12/10/2014 4:58 PM
161



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Search by Owner Name...

Search by

- Property ID (PIN)
- Street Address
- Legal Description
- Sales
- Owner Name**

Parcel ID

Address

Owner Name

No Records Found

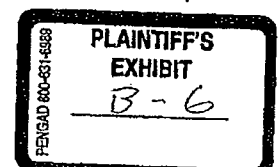
Search performed on 12/10/2014 4:58:36 PM EST
with = STARTSWITH
and Owner Name = CHAS JACARA
and SortBy = PARCELID ASC

Functions

- Homepage
- Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help
- Feedback
- County Login

First

Last





CHARLESTON COUNTY, SC

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Search by Owner Name...

Search by

Property ID (PIN)

Street Address

Legal Description

Sales

Owner Name

Parcel ID

Address

Owner Name

No Records Found

Search performed on 12/10/2014 4:59:00 PM EST

with = STARTSWITH

and Owner Name = CHAS JACARANDA

and SortBy = PARCELID ASC

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

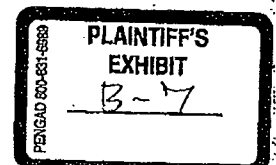
Help

Feedback

County Login

First

Last





CHARLESTON COUNTY, SC

Site Provided by..
governmentmax.com

Search by Owner Name...

Search by

- Property ID (PIN)
- Street Address
- Legal Description
- Sales
- Owner Name**

Parcel ID

Address

Owner Name

No Records Found

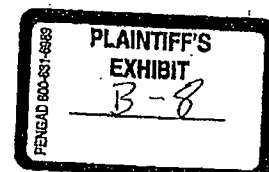
Search performed on 12/10/2014 4:59:38 PM EST
with = CONTAINS
and Owner Name = CHAS TODD
and SortBy = PARCELID ASC

Functions

- Homepage
- Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help
- Feedback
- County Login

First

Last





CHARLESTON COUNTY, SC

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governmentmax.com

Search by Owner Name...

Search by

- Property ID (PIN)
- Street Address
- Legal Description
- Sales
- Owner Name**

Parcel ID

Address

Owner Name

No Records Found

Search performed on 12/10/2014 5:00:33 PM EST
with = CONTAINS
and Owner Name = CHAS JACARANDA
and SortBy = PARCELID ASC

Functions

- Homepage
- Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help
- Feedback
- County Login

First

Last





CHARLESTON COUNTY, SC

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Search by Owner Name...

Search by

- Property ID (PIN)
- Street Address
- Legal Description
- Sales
- Owner Name**

Parcel ID

Address

Owner Name

No Records Found

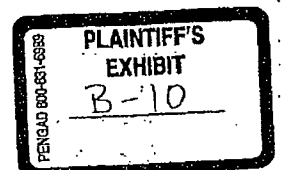
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with = CONTAINS
and Owner Name = CHAS JACARA
and SortBy = PARCELID ASC

Functions

- Homepage
- Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help
- Feedback
- County Login

First

Last





CHARLESTON COUNTY, SC

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Search by Owner Name...

Search by

Owner Name

Print View

Property ID (PIN)

Alternate ID (AIN)

No Records Found

Search performed on 12/10/2014 5:02:21 PM EST
with = CONTAINS
and Owner Name = CHAS TODD
and Property Type = PERSONAL

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

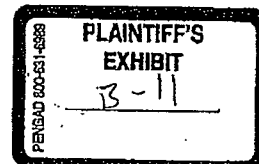
Help

Feedback

County Login

First

Last





CHARLESTON COUNTY, SC

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Search by Owner Name...

Search by

Owner Name

[Print View](#)

[Property ID \(PIN\)](#)

[Alternate ID \(AIN\)](#)

No Records Found

Search performed on 12/10/2014 5:03:17 PM EST
with = CONTAINS
and Owner Name = CHAS JACARA
and Property Type = PERSONAL

Functions

[Homepage](#)

[Real Property](#)

[Personal Property](#)

[Motor Vehicle](#)

[Shopping Cart](#)

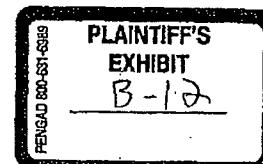
[Help](#)

[Feedback](#)

[County Login](#)

First

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Search by Owner Name...

Search by

Owner Name

[Print View](#)

[Property ID \(PIN\)](#)

[Alternate ID \(AIN\)](#)

No Records Found

Search performed on 12/10/2014 5:03:58 PM EST
with = CONTAINS
and Owner Name = CHAS JACARANDA
and Property Type = PERSONAL

Functions

[Homepage](#)

[Real Property](#)

[Personal Property](#)

[Motor Vehicle](#)

[Shopping Cart](#)

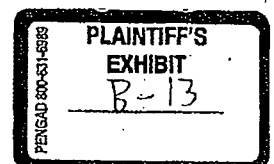
[Help](#)

[Feedback](#)

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First

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CHARLESTON COUNTY, SC

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Motor Vehicle



Owner/Situs Ad
1 of 1

Records

Motor Vehicle

Data Retrieved: 12/10/2014 5:05:35 PM EST

Search by

Owner/Situs Addr.

Owner/Mailing Addr.

PIN

Alternate ID

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

Help

Feedback

County Login

PIN	Alternate ID (AIN)	Proper
MV1400390313	10744078	Ve

Owner Information		
Current Owner	Owner of Record	Len
CHAS J TODD	CHAS J TODD	
4 MIDDLETON PL		
CHARLESTON SC 29403-3617		

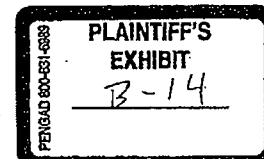
Location Information :	
SITUS	TAG
0 4 MIDDLETON PL	7-1 CITY OF CHARLESTON

Personal Property			
Asset Information			
Serial Number	1GKFK66U03J335098	Weight	5600
Year	2003	Type	SU
Make	GMC	Category	AUTO
Model	YUKON	Registration Date	4/1/2014
		Registration E	
		Tag Months	
		DMV Ins. Req	

Tax Year: 2014		Bill Number: 3738113		TaxBillID: 10200	
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	
Installment Paid					
Prior Year Taxes Due					
NO DELINQUENT TAXES					

Tax Assessment | Payment History

First Previous Next Last



Public Index Search | Goose Creek | Charleston Co. | Member Login | Public Index Search | Court Rate Details | Statement View | USPS.com | FAX | Our Staff | Home | Charleston Co. | Court Website | Contact Us | South Carolina

Search:

CHARLESTON COUNTY, SC

Search by Owner/Mailing Addr.

Search by

Owner/Situs Addr.

Owner/Mailing Addr.

PIN

Alternate ID

Functions

Home page

Real Property

Personal Property

Motor Vehicle

Shopping Cart

Help

Feedback

County Login

Starts with

Select "Starts With" to search for a value that "starts with" the desired search criteria.

Select "Contains" to search for a value that "contains" the desired search criteria.

Owner Name

chrs

(Example: Smith John)

Please enter a Mailing Address

4 middleton pl

For best results, do not enter suffixes such as Ave, Ct or St.

Use * as a wild card.

Example 1: *maple

Example 2: 10*maple

Property Type

Vehicles

GO

PLAINTIFF'S
EXHIBIT

B-15

172

PENGAD 900-631-6885

[illegible]



CHARLESTON COUNTY, SC

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governmentmax.com

Search by Owner/Situs Addr....

Search by

Owner/Situs Addr.

Print View

Owner/Mailing Addr.

PIN

Alternate ID

No Records Found

Search performed on 12/12/2014 2:18:14 PM EST
with = STARTSWITH
and Owner Name = CHAS TODD
and Situs Address = 4 MIDDLETON PL
and Property Type = VEHICLES

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

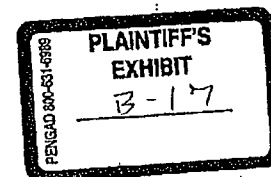
Help

Feedback

County Login

First

Last





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Search by Street Address...

Search by

Property ID (PIN)

Street Address

Print View

Legal Description

Sales

Owner Name

Parcel ID

Address

Owner Name

No Records Found

Search performed on 12/10/2014 5:22:25 PM EST
with = STARTSWITH
and Address = 4 MIDDLETON PL
and SortBy = PARCELID ASC

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

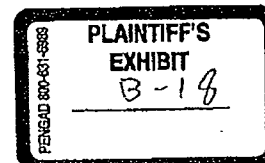
Help

Feedback

County Login

First

Last



Charleston County, South Carolina

generated on 12/10/2014 5:12:21 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
4631104076		4 MIDDLETON CT, CHARLESTON	12/8/2014	2013	2013

Current Parcel Information					
Owner	FETZER THOMAS IRVIN	Property Class Code	101 - RESID-SFR		
Owner Address	4 MIDDLETON PL CHARLESTON SC 29403-3617	Acreage	.0000		
Legal Description	Subdivison Name -4 MIDDLETON Description -LT 20 PlatSuffix C-143 PolTwp 005				

Historic Information					
Tax Year	Land	Improvements	Market	Taxes	Payment
2014	\$9,700	\$124,000	\$133,700	\$747.27	\$0.00
2013	\$9,700	\$124,000	\$133,700	\$752.62	\$827.88
2012	\$9,700	\$124,000	\$133,700	\$742.96	\$742.96
2011			\$133,700	\$764.90	\$764.90
2010			\$121,800	\$687.05	\$687.05

Sales Disclosure						
Grantor	Book & Page	Date	Deed	Vacant	Sale Price	
CITY OF CHARLESTON	V595 279	8/18/2006	G		\$122,249	
MILLER CASWELL A	V336 610	10/22/1999	G		\$9,000	

Improvements							
Building	Type	Use Code Description	Constructed Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
R01	DWELL	Dwelling	1915	1.0	02	840	



Search Criteria

DM-Name_MIK Search Results

DESCRIPTION 1 (AREA, SUB, PHS, SEC, LOT, BLK, TCT)	BOOK NUMBER	PAGE NUMBER	SAT BOOK-PAGE	LAST NAME / FIRM NAME	FIRST NAME / FIRM NAME	D & M	RECORD DATE	INSTRUMENT 1	NAVIGATION
MARSH WIND HPR UNIT 1-DETC	K650	757		CHAS	TODD	D	2/5/2008	CON	View Keywords Related Doc

Municipalities

[City of Charleston](#)
[City of Folly Beach](#)
[City of North Charleston](#)
[City of Isle of Palms](#)
[Town of Awendaw](#)
[Town of Hollywood](#)
[Town of James Island](#)
[Town of Kiawah Island](#)
[Town of Lincolnville](#)
[Town of McClellanville](#)
[Town of Meggett](#)
[Town of Mount Pleasant](#)
[Town of Ravenel](#)
[Town of Rockville](#)
[Town of Seabrook Island](#)
[Town of Sullivan's Island](#)

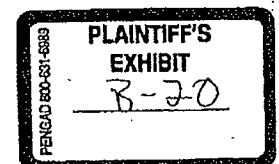
Additional Resources

[Arts & Entertainment](#) [Sex Offenders Search](#)
[CARTA Transit System](#) [Identity Theft Info](#)
[County Library](#) [Traffic Cam](#)
[County Parks](#) [Transportation Sales](#)
[Greenbelt](#) [Tax](#)
[School District](#) [United Way 24hr hotline](#)
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Search Criteria

DM-Name_MIK Search Results

DESCRIPTION 1 (AREA, SUB, PHS, SEC, LOT, BLK, TCT)	BOOK NUMBER	PAGE NUMBER	SAT BOOK-PAGE	LAST NAME / FIRM NAME	FIRST NAME / FIRM NAME	D & M	RECORD DATE	INSTRUMENT 1	NAVIGATION
RUTLEDGE HGTS LTS 93 & 95	R352	451		CHAS	JACARANDA	D	8/8/2000	CON	View Keywords Related Doc
RUTLEDGE HGTS LTS 93 & 95	S352	631	E402-211	CHAS	JACARANDA	M	8/8/2000	MTG	View Keywords Related Doc
RUTLEDGE HGTS LTS 93 & 95	Z449	691	N520-418	CHAS	JACARANDA	M	5/23/2003	MTG	View Keywords Related Doc
MARSH WINDS HPR UNIT 1-D ETC	X514	459	M649-850	CHAS	JACARANDA	M	11/3/2004	MTG/RIDE	View Keywords Related Doc
MARSH WINDS HPR UNIT 1-D ETC	X514	476	H662-606	CHAS	JACARANDA	M	11/3/2004	MTG	View Keywords Related Doc
MARSH WINDS HPR UNIT 1-D ETC	X514	476	H662-606	CHAS	JACARANDS	M	11/3/2004	MTG	View Keywords Related Doc
MARSH WINDS HPR UNIT 1-D ETC	X514	483	F649-384	CHAS	JACARANDA	M	11/3/2004	MTG	View Keywords Related Doc
MARSH WINDS HPR UNIT 1-D ETC	X514	483	F649-384	CHAS	JACARANDS	M	11/3/2004	MTG	View Keywords Related Doc
MARSH WINDS HPR UNIT 1-D ETC	W514	353		CHAS	JACARANDA	D	11/3/2004	CON	View Keywords Related Doc
RUTLEDGE HGTS LTS 93 & 95	U517	392		CHAS	JACARANDA	D	12/2/2004	CON	View Keywords Related Doc
MARSH WIND HPR UNIT 1-DETC	K650	757		CHAS	JACARA	D	2/5/2008	CON	View Keywords Related Doc
MARSH WIND HPR UNIT 1-DETC	K650	757		CHAS	JACARANDA	D	2/5/2008	CON	View Keywords Related Doc

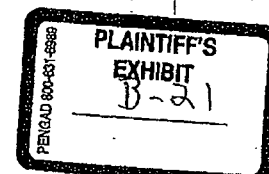
Municipalities

[City of Charleston](#)
[City of Folly Beach](#)
[City of North Charleston](#)

Additional Resources

[Arts & Entertainment](#) [Sex Offenders Search](#)
[CARTA Transit System](#) [Identity Theft Info](#)
[County Library](#) [Traffic Cam](#)
[County Parks](#) [Transportation Sales](#)

Social Media



[City of Isle of Palms](#)
[Town of Awendaw](#)
[Town of Hollywood](#)
[Town of James Island](#)
[Town of Kiawah Island](#)
[Town of Lincolnville](#)
[Town of McClellanville](#)
[Town of Meggett](#)
[Town of Mount Pleasant](#)
[Town of Ravenel](#)
[Town of Rockville](#)
[Town of Seabrook Island](#)
[Town of Sullivan's Island](#)

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CF-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

**AFFIDAVIT OF
CHARLES V. "SKIP" LUPTON**

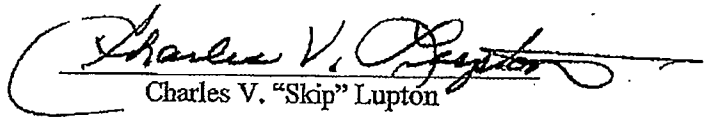
PERSONALLY APPEARED before me Charles V. "Skip" Lupton, who, being first duly sworn, deposes and says as follows:

1. I am a process server in the Charleston area of South Carolina, and I have worked in that capacity for over 30 years. I have personal knowledge of the facts set forth in this affidavit, and I am competent to testify about them.
2. I have many years of experience in attempting to locate people, both for service of process purposes and otherwise. I know where to look for information on a person's whereabouts.
3. In August of 2010, Kevin W. Fain, an employee at Harrison & Radeker, P.A., sent me the summons and complaint in this case with instructions to serve it on the Defendants. This included a "PeopleFinders.com" printout showing a possible address for the Chas Defendants of 95 Magnolia Ave. #B, Charleston, SC 29403.
4. It also included possible addresses in California. It included no addresses in Charleston other than the Magnolia Avenue address.
5. None of the information I was provided by the Plaintiff's attorney's firm and none of the information I found in my search produced a better address for these defendants than the Magnolia Avenue address.

CVL

6. I found a Mr. Boling at the Magnolia Avenue address, where I found the Chas defendants did not live.
7. I looked in other sources for a possible address. I looked in the Greater Charleston Telephone Directory, but found no listing under the name "Chas."
8. I looked in the 2010 Charleston Cross-City Directory but found no listing under the name "Chas."
9. I found no property records on the Charleston County website for the Auditor's office and none on that website for motor vehicle ownership.
10. Though the affidavit I submitted states it is only as to Jacara Chas a/k/a Jacaranda Chas, I was provided information about and looked for Todd Chas in my search, but I did not find him.
11. Based on my years of experience as an investigator and process server, I would say that my search efforts were diligent.

FURTHER AFFIANT SAYETH NOT.


Charles V. "Skip" Lupton

Sworn to before me this

12th day of December, 2014.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: November 7th, 2021

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

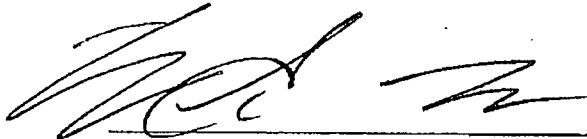
Defendants.

CERTIFICATE OF SERVICE

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Plaintiff, do hereby certify and say that I have, on this the 12th day of December, 2014, served the foregoing document in the above-captioned action by depositing the same in the United States Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Derek F. Dean, Esq.
Keating L. Simons, III, Esq.
Law Offices of Simons & Dean
147 Wappoo Creek Dr., Suite 604
Charleston, SC 29412

William A. Scott, Esq.
Pedersen & Scott, P.C.
775 St. Andrews Blvd.
Charleston, SC 29407



Andrew S. Radeker

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO CHAS
DEFENDANTS' MOTION TO SET
ASIDE JUDGMENT

2014 DEC 16 AM 9:16
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

The Plaintiff hereby submits this memorandum in opposition to Defendants Todd Chas and Jacara Chas (hereinafter "the Chas Defendants" or "the Chases")'s motion to set aside the judgment against them in this case. For more than one reason, the Chas Defendants are not entitled to have the judgment against them set aside.

BACKGROUND AND PROCEDURAL HISTORY

In a sales transaction that consummated in a closing on January 3, 2008, the Chases sold the Plaintiff their condo unit in the Marsh Winds condominiums in Folly Beach. The Chases had lived in the condo unit until they sold it to the Plaintiff, when they moved away from Folly Beach. They did not inform the Plaintiff or anyone on his behalf of where they were moving after the closing, and it appears they took an extended vacation out of the country.

Several months after the Plaintiff bought the condo unit at Marsh Winds, he began to find out about defects in the Marsh Winds buildings, including the one where the unit he bought from the Chases was located. The defects included problems with the roof, exterior walls, and other structural components of the buildings, the elevator (water pooling at the bottom of the elevator shaft), and the plumbing. At least some of these problems caused water seepage on a widespread

scale. Over time, the Plaintiff found out more about the extent of these problems. These defects significantly affected the value of the condo units in Marsh Winds and resulted in the Marsh Winds Owners Association making large assessments from the unit owners, including the Plaintiff, for the stated purpose of paying for the defects to be repaired as much as could reasonably be done.

It later became apparent that the Chases had known about these defects in the Marsh Winds buildings and had in fact falsely stated on the real property condition disclosure form they provided to the Plaintiff that they had no knowledge of any problem with any of the following:

- a. "exterior walls";
- b. "other structural components";
- c. "Roof (leakage or other problem)";
- d. "Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure"; and
- e. "Plumbing system (pipes, fixtures, water heater, etc.)[.]"

On July 30, 2013, the Plaintiff filed suit against the Chases and Defendants Marsh Winds Owners Association, Inc. and The Marshland Communities, LLC (the condominium owners' association and its property management company).¹ The causes of action asserted against the Chas Defendants were for violation of S.C. Code Ann. § 27-50-65 for their false representations to the Plaintiff on the real property condition disclosure form, fraud, constructive fraud, negligent misrepresentation, and civil conspiracy.

The Plaintiff did not know where to find the Chas Defendants, and neither did his mother, who lived in the unit at the time. The Plaintiff tried to discover something about the Chases'

¹ Though there is some overlap in the causes of action that were asserted against the Chases and those asserted against the other defendants, the overlap was not complete. For example, the claim under S.C. Code Ann. § 27-50-65 was not, and could not have been, asserted against any defendant other than the Chas Defendants.

whereabouts from Tom Chorlton, who had been the Chases' neighbor in Marsh Winds and was a friend of theirs. Mr. Chorlton advised he did not know where the Chases were or how to reach them, as he later testified in his deposition. He informed the Plaintiff that, as far as he knew, the Chases were still married and together.

Plaintiff's counsel also attempted to gain some insight into the location of the Chas Defendants from Mr. Chorlton. Though he seemed very forthcoming, Mr. Chorlton told Plaintiff's counsel that he did not have any information about where the Chas Defendants were, other than that he thought they had gone on an extended vacation, perhaps to Mexico. He said that he understood this to be a vacation and that the Chases continued to regard the Charleston area as home. Mr. Chorlton mentioned that he believed the Chases lived in the Berkeley, California, area for a while before they had moved to the Charleston area.

Using person-finding services to which his firm subscribed, such as Accurint.com and PeopleFinder.com, Plaintiff's counsel attempted to find a good address for the Chas Defendants, based on the information he had. Kevin Fain, an employee of Plaintiff's counsel's law firm at the time, also engaged in efforts to find the Chas Defendants but did not find them. Plaintiff's counsel's efforts revealed an address for the Chas Defendants on Magnolia Avenue in Charleston as well as hits for addresses in California (consistently with what Mr. Chorlton had advised about the Chases having lived in California). All of these addresses appeared somewhat dated.

Mr. Fain of the office of Plaintiff's counsel provided Charles V. "Skip" Lupton, a veteran process server with experience in finding persons with unknown whereabouts, with what information was available about the Chas Defendants and asked him to serve or attempt to serve process on the defendants. Mr. Lupton searched for the Chas Defendants in several ways but did not find them, at the Magnolia Avenue address (where he went six times in an effort to find

someone at home) or anywhere else. He returned an affidavit of non-service² that noted that he ultimately found that someone else lived at the Magnolia Avenue address and that:

Additionally, there are no records in Charleston County for this subject as owning any real property or motor vehicles, or of paying property taxes; there is no listing for this subject in the 2010 Greater Charleston Telephone Directory or the 2010 Charleston Cross-City Directory.

The Plaintiff submitted this and an affidavit of his counsel, which stated that “Defendants Todd Chas and Jacara Chas, a/k/a Jacaranda Chas cannot be found after a diligent search[,]” to the court. The Plaintiff mailed a copy of the summons and complaint to the Chas Defendants at the Magnolia Avenue address by regular mail, as required by S.C. Code Ann. § 15-9-740 as part of the service by publication process, and moved for an order authorizing service by publication, which was granted. In the interim, the summons was published in the Charleston *Post & Courier*; accordingly, the clerk of court entered the order for service by publication *nunc pro tunc* to note that the authorized publication had already occurred.

Mr. Fain later died, on January 28, 2013.

Defendant Todd Chas had been on the board of directors of the Marsh Winds Owners Association before he moved away from Marsh Winds. During the course of discovery with the other defendants in the case, the Plaintiff obtained copies of documents (emails on which Todd Chas is copied and a letter to the board’s president) that show plainly that Defendant Todd Chas had been aware of the problems with Marsh Winds that the Chases had stated on their disclosure form to the Plaintiff that they knew nothing about.

Also during discovery, in March of 2012, the Marsh Winds and Marshland defendants served interrogatory responses that listed the Chases’ old post office box and a 4 Middleton

² As his more recent affidavit makes clear, though his affidavit of non-service speaks only of efforts to locate Mrs. Chas, Mr. Lupton searched for both of the Chas Defendants. If the court believes this to be deficient, we ask that the court amend it, as allowed under Rule 4(i), SCRCP, supplementing it with Mr. Lupton’s affidavit of a few days ago.

Place address in Charleston as addresses for them. The Plaintiff and his counsel had no reason to believe that the 4 Middleton Place address given for the Chas Defendants in those responses was anything more than a former address for the Chas Defendants, like the Magnolia Avenue address had turned out to be, or just a *possible* former address for them. The other defendants confirmed, through their 30(b)(6) designee, that they did not know this to actually be an address for the Chas Defendants when, in their 30(b)(6) deposition in May of 2012, their designee testified that she had not heard anything about where the Chas Defendants were for about two years before the deposition and that she did not know where to find the Chas Defendants.

After some time, the case proceeded to a jury trial in February of 2013. The Plaintiff mailed notice of the trial to the Chas Defendants at the Magnolia Avenue address, the last place (other than the Marsh Winds unit, where he knew that they could not be found) that the Plaintiff or his attorney knew that the Chases had lived.

Tom Chorlton testified at the trial, providing key information about the value of the condominium unit involved (including testimony about a comparable sale, which was invaluable in light of the almost non-existent recent sales of Marsh Winds units at the time of the trial of this case), what it was like to own property in a condominium that had such significant defects, and the nature and extent of the problems with the Marsh Winds buildings that affected the value of Marsh Winds units.

On March 21, 2013, the jury returned a verdict resulting in a judgment for the Plaintiff on his claims against the Chases for \$300,227.43 in actual damages. The Honorable Roger M. Young, Sr., later awarded the Plaintiff an additional \$12,650.00 against the Chas Defendants in attorney's fees³ under S.C. Code Ann. § 27-50-65 by order filed May 6, 2013.

Mr. Chorlton is now deceased. He died on January 5, 2014.

On August 29, 2014, the Chas Defendants served the instant motion seeking for the judgment against them to be set aside under Rule 60(b)(4), SCRCP, arguing that their service by publication was improper and that the notice of trial had been improperly served. The Chases state that they first learned about this case and the judgment against them on July 28, 2014; in other words, more than 30 days before they served the instant motion. They served no proposed responsive pleading with this motion, nor have they served one since. The Chases attached their affidavits, in which they stated that they have lived at 4 Middleton Place in Charleston since November of 2009 and that they provided that address to the Plaintiff and to Nat Wallen (the Chases' realtor) at the January 3, 2008 closing when they sold the Marsh Winds unit to the Plaintiff. No explanation is offered for why this address would have been provided to the Plaintiff or anyone else as a forwarding address a year and 10 months before the Chases say they took up residence there. They say they provided their "address" to their realtor in their listing agreement with him (which the Plaintiff was not and would not have been provided), but all that is given is the Folly Beach post office box address, which the Chases say in their affidavits ceased to be any kind of address for them shortly before the closing of the condominium unit.

THE CHASES HAVE NO MERITORIOUS DEFENSE

"A meritorious defense is necessary in order for a judgment to be set aside under Rule 60(b)." McClurg v. Deaton, 395 S.C. 85, 86-87, 716 S.E.2d 887, 887-88 (2011). Our Supreme Court has not very long ago noted that "it is well settled that the moving party in a Rule 60(b) motion has the burden of presenting **evidence** entitling him to relief." Id. at 86 n. 1 (emphasis in original). "Such evidence is usually provided through affidavits." Bowers v. Bowers, 304 S.C. 65, 68, 403 S.E.2d 127, 129 (Ct. App. 1991).

³ Judge Young's order notes that the award of attorney's fees is not larger because the Chas Defendants were in default, which established their liability and limited the work necessary to obtain a judgment against them.

Here, the closest the Chas Defendants come to making a showing of a meritorious defense still falls well short of satisfying this requirement. They state in their affidavits that they “provided a disclosure of any known defects or problems with the Unit and gave the disclosure to our realtor” before the sale. First, this is merely a conclusory statement, something courts disfavor and usually do not consider in evaluating a factual record. See Dawkins v. Fields, 354 S.C. 58, 668, 580 S.E.2d 433, 438 (2003) (court will not consider affiant’s conclusory averments in summary judgment proceedings); Cox & Floyd Grading, Inc. v. Kajima Construction Services, Inc., 356 S.C. 512, 516-17, 589 S.E.2d 789 (Ct. App. 2003) (same). Second, the record that is before the court demonstrates amply that this conclusory statement is not true.

As a member of the Marsh Winds Owners Association’s board of directors, Defendant Todd Chas was provided with a great deal of knowledge of the very problems he denied knowing anything about in his real property condition disclosure statement. (By reasonable inference, we can assume that his wife, Defendant Jacara Chas, knew of at least some of this information, either from her husband or from living at Marsh Winds. In any event, she has provided the court with nothing other than her conclusory statement indicating that she completed the disclosure form and gave it to her realtor, and she has given no testimony that she did not know of the problems with Marsh Winds that are the subject of this lawsuit.) Exhibits A-5 through A-12 to the Plaintiff’s affidavit in opposition to this motion are the following:

- a. A copy of an email, on which Defendant Todd Chas is copied, stating that “the Developer [of Marsh Winds] knew he had a defective product well before the end of the year 2001.” This email is dated January 24, 2006.
- b. A copy of an email, on which Defendant Todd Chas is copied, by a Marsh Winds board member stating that he was “concerned about saying anything

[to Marsh Winds unit owners] about serious defects at this time.” This email is dated February 5, 2006.

- c. A copy of an email, on which Defendant Todd Chas is copied, noting that a “building inspector/expert . . . stated that there were indeed structural issues with Marsh Winds.” This email is dated March 1, 2006.
- d. A copy of a letter from an architect to the president of the Marsh Winds board of directors noting the existence of Marsh Winds’ problems with “water infiltration and the mechanical and plumbing systems” and that “there may be some issues with the structural system as well.” This letter is dated June 19, 2006.
- e. A copy of an email, on which Defendant Todd Chas appears to be copied, noting problems with the plumbing infrastructure in the Marsh Winds buildings. This email is dated October 30, 2006.
- f. A copy of an exchange of emails, on which Defendant Todd Chas is copied, discussing ongoing problems with the roof leakage and way the roofs on the Marsh Winds buildings were constructed. These emails are dated in July of 2007.
- g. A copy of an email, on which Defendant Todd Chas is copied, discussing ongoing problems with the elevator in Building 1 of Marsh Winds (the building where the unit the Plaintiff bought is). This email is dated December 21, 2007.
- h. A copy of an email, on which Defendant Todd Chas is copied, noting that the elevator problem was not fixed and was an ongoing problem. The email is

dated January 3, 2008, the day of the closing at which the Plaintiff acquired the Marsh Winds unit involved in this case.

Rather than make no representation as to these matters, which they could have complied with S.C. Code Ann. § 27-50-40 by doing, the Chases chose to affirmatively represent that they had no knowledge of any problems with these aspects of the property they were selling to the Plaintiff when, in fact, they did. The Chas Defendants' conduct ran afoul of S.C. Code Ann. § 27-50-65, which provides that "[a]n owner . . . who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the purchaser and court costs. The court may award reasonable attorney fees incurred by the prevailing party.

While the Chases point out the defense verdict the other defendants received at trial, that is not evidence of a meritorious defense. The situation of the other defendants, who were not the sellers of the property but were the property owners' association and its management company, was legally different from that of the Chas Defendants. What happened at trial is actually illustrative of the materially different legal situation the Chase Defendants occupied vis-à-vis the Plaintiff. On the grounds that Defendants Marsh Winds and Marshland would not have, as a matter of law, owed a *preexisting* duty to the Plaintiff to disclose what they knew of defects in the Marsh Winds buildings *before* the Marsh Winds unit was sold to him, the trial court sent the Plaintiff's case as against those defendants to the jury only on his breach of fiduciary duty claim against them, as there was evidence from which the jury could have concluded that those defendants undertook a duty of disclosure to the Plaintiff based on pre-closing communications they had with him. Evidently, the jury determined that the Marsh Winds and Marshland defendants had not undertaken such a duty, as they returned a defense verdict as to those defendants.

The Chases, on the other hand, had a duty of disclosure to the Plaintiff as a matter of law. Where there are latent defects in real property, "the seller, if he has knowledge thereof, is bound to disclose such latent defects or conditions to the buyer, and his failure to do so may be the basis of a charge of fraud." Cohen v. Blessing, 259 S.C. 400, 403, 192 S.E.2d 204 (1972) (quoting 37 Am. Jur. 2d Fraud and Deceit § 158); accord May v. Hopkinson, 289 S.C. 549, 557, 347 S.E.2d 508 (Ct. App. 1986). Here, not only did these defendants fail to disclose what they knew, they falsely stated to the Plaintiff that they knew nothing of the problems with Marsh Winds.

THE JUDGMENT AGAINST THE CHASES IS NOT VOID

"A judgment may be set aside more than one year after its entry only if it is 'void.'" Thomas & Howard Co., Inc. v. T.W. Graham & Co., 318 S.C. 286, 457 S.E.2d 340, 343 (1995) "Generally, a judgment is void only if a court acts without jurisdiction. Irregularities which do not involve jurisdiction do not render a judgment void." Id. (internal citation omitted). The Chases point at most to irregularities, but not jurisdictional ones. Out of a few of molehills, they would have the court imagine a range of towering peaks. They want the court to focus on that mirage while ignoring how difficult it would have been to find the Chas Defendants.

While it does not appear to the Plaintiff that he failed to comply with the law regarding service of process in this case, the Plaintiff points out that our Supreme Court has noted that "[w]e have never required exacting compliance with the rules to effect service of process. Rather, we inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings." Roche v. Young Bros., Inc. of Florence, 318 S.C. 207, 456 S.E.2d 897 (1995) (internal citations omitted).

One of the ways a court can acquire personal jurisdiction over a defendant is through service by publication. S.C. Code Ann. § 15-9-710. The statute authorizing service by publication provides as follows, in pertinent part:

When the person on whom the service of the summons is to be made cannot, after due diligence, be found within the State and (a) that fact appears by affidavit to the satisfaction of the court or judge thereof, the clerk of the court of common pleas, the master, or the probate judge of the county in which the cause is pending and (b) it in like manner appears that a cause of action exists against the defendant in respect to whom the service is to be made or that he is a proper party to an action relating to real property in this State, the court, judge, clerk, master, or judge of probate may grant an order that the service be made by the publication of the summons in any one or more of the following cases:

...

(3) when the defendant is a resident of this State and after a diligent search cannot be found[.]

Id.

While the Chas Defendants trumpet that the mailing to the last known address to them of the summons and complaint was done by regular mail rather than by certified mail, they miss the point: mailing a copy of the summons and complaint by regular mail is part of the service by publication process. S.C. Code Ann. § 15-9-740 provides that:

The order of publication shall direct the publication to be made in one newspaper, to be designated by the officer before whom the application is made, most likely to give notice to the person to be served and for such length of time as may be deemed reasonable not less than once a week for three weeks. The court, judge, clerk, master or judge of probate shall also direct that a copy of the summons be forthwith deposited in the post office directed to the person to be served at his place of residence, unless it appears that such residence is neither known to the party making the application nor can, with reasonable diligence, be ascertained by him.

Actually, as the affidavits of Mr. Lupton and Plaintiff's counsel show, the Chases' residence was not known to the Plaintiff and could not, with reasonable diligence, have been

ascertained by him. It would have been permitted for the summons and complaint not to have been mailed at all. The trail of the Chas Defendants had gone cold, probably because of their absence from the area for a prolonged time between when they sold the property to the Plaintiff and when they say they returned in late 2009.

While the Chases say they could have been found through their vehicle tax records, there are and were no such records under the names Todd Chas and Jacara or Jacaranda Chas. Charleston County website tax information search results under the names of the Chas Defendants and showing no results are attached to the affidavit of Plaintiff's counsel as Exhibits B-4 through B-13. (The website instructs the user that searches work better with the search subject's last name entered before his or her first name, so that is how the searches were performed.) Attached as Exhibit B-14 to that affidavit is a printout of a record for a J. Todd Chas for an automobile and showing a 4 Middleton Place address. Finding that record is far from simple, however, as Plaintiff's counsel had to enter "chas" for owner's name and "4 middleton pl" for address in order to find it. In other words, to find the tax record of vehicle ownership that gives the 4 Middleton Place address, it appears one has to already know the address and use it along with the name "chas," and *only* "chas" or "chas j," not "chas todd." Searching under "chas todd" and "4 middleton pl" produces no record.

Further, the Charleston County website has no real property record for a 4 Middleton Place at all. Searching under "4 middleton pl" as the property address on the website for real property record produces no records. An owner address search under "4 middleton pl" shows a 4 Middleton *Court* and lists its owner as a Thomas Irvin Fetzer. That record nowhere mentions the name Chas at all. The only documents produced by a search under the Chas Defendants' names on the website of the Charleston County Register of Mesne Conveyances are those associated with the Magnolia Avenue address and with the unit subject of this case that the Plaintiff

purchased from the Chas Defendants. Nothing associated with a 4 Middleton Place shows up in those results.

It is no wonder that Mr. Lupton did not find the Chas Defendants.

What may be more dispositive for purposes of this motion, though, is that the affidavits of Mr. Lupton and Plaintiff's counsel submitted in support of the order permitting service by publication provide a basis for the clerk of court's determination that the Chas Defendants could not be found in this state after a diligent search. Mr. Lupton's affidavit notes the efforts he undertook, and Plaintiff's counsel's affidavit states that "Defendants Todd Chas and Jacara Chas, a/k/a Jacaranda Chas cannot be found after a diligent search[,] period, not a search even confined to this state. "When the issuing officer is satisfied by the affidavit, his decision to order service by publication is final absent fraud or collusion." Wachovia Bank of S.C., N.A. v. Player, 341 S.C. 424, 429, 535 S.E.2d 128 (2000); accord Yates v. Gridley, 16 S.C. 496, 499-500 (1882) (noting that service by publication statute does not specify character or quantity of facts that need be shown to satisfy issuing officer, only that it must appear by affidavit to his satisfaction). The Chases have made no showing of fraud or collusion here, nor was there any. Accordingly, the court is "without authority to overrule the finding of the clerk of court." Montgomery v. Mullins, 325 S.C. 500, 505-06, 480 S.E.2d 467, 470 (Ct. App. 1997).

The instant case is distinct from the Court of Appeals' recent decision in Caldwell v. Wiquist, 402 S.C. 565, 741 S.E.2d 583 (Ct. App. 2013). There, the Court of Appeals determined that an affidavit given in support of service by publication was defective where it affirmatively stated the defendant was *not* a resident of Beaufort County and stated that the plaintiffs had only attempted to serve the defendant in Beaufort County, where they knew she did not reside, and the affidavit contained no statements at all concerning diligence in looking for the defendant. Caldwell, 402 S.C. at 571-72. The instant case is distinct from Miles v. Lee, 319 S.C. 271, 460

S.E.2d 423, 425 (Ct. App. 1995), in which service by publication was determined to be ineffective where the affidavit given in support of it described efforts to locate an entirely different individual than the defendant.⁴

The Chases complain that the order authorizing service by publication states that it is *nunc pro tunc* to when the publication occurred. Not only does the relative timing of the publication vis-à-vis the filing of the order make absolutely no difference in whether the publication was calculated to give the Chas Defendants notice of the pendency of the action, they rely on a case that is hardly on all fours with the instant one for their argument on this point. In Ex parte Strom, 343 S.C. 257, 539 S.E.2d 699 (2000), the Supreme Court held, largely for policy reasons, that an order relieving counsel may not be entered *nunc pro tunc*. Nothing in that case supports the proposition that a clerk of court cannot authorize service by publication where the service by publication has already been done. Our Supreme Court has upheld *nunc pro tunc* orders that extended the time for a special referee to render his decision, Roche v. Young Bros. Inc. of Florence, 332 S.C. 75, 504 S.E.2d 311 (1998), that retroactively appointed a guardian *ad litem*, Lipscomb v. Poole, 247 S.C. 425, 147 S.E.2d 692 (1966), and that permitted amendment of a complaint, Pace v. Still, 166 S.E. 494 (1932).

Finally, whether the order was *nunc pro tunc* or not does not matter. The order authorized service by publication; it did not dictate that it must occur after the issuance of the order. In fact, it expressly authorized the publication that had already happened.

The sometime use of “amended summons” and “amended complaint” in the order permitting service by publication is simply a clerical error, and a non-prejudicial one, at that. On clerical errors, the Court of Appeals has said:

⁴ While the Chases contend that the record showed only efforts to locate Defendant Jacara Chas and not Defendant Todd Chas, the Plaintiff notes that the Chases are married, and there is a legal presumption that spouses reside together. Fasset v. Evans, 364 S.C. 42, 47, 610 S.E.2d 841 (Ct. App. 2005).

Generally, a clerical error is defined as a mistake in writing or copying. See Black's Law Dictionary 252 (6th ed. 1990). As applied to judgments and decrees, it is a mistake or omission by a clerk, counsel, judge or printer which is not the result of exercise of judicial function. Id. While a court may correct mistakes or clerical errors in its own process to make it conform to the record, it cannot change the scope of the judgment.

Dion v. Ravenel, Eiserhardt Assocs., 316 S.C. 226, 230, 449 S.E.2d 251, 253-54 (Ct. App. 1994). Here, the scope of the judgment is plain and unchanged: there was only one summons and complaint, and, obviously, that was the subject of the order permitting service by publication.

Further, this typographical error in the publication order did not affect whether the publication served its purpose. The principal object of service of process is to give notice to a defendant of the proceedings against him or her. Mull v. Ridgeland Realty, LLC, 387 S.C. 479, 693 S.E.2d 27, 30 (Ct. App. 2010). Regardless of what the order said or when it was filed, the summons for this case, naming both of the Chas Defendants, was published for three consecutive weeks in the *Charleston Post & Courier*, which is not only a newspaper of general circulation in Charleston County, where the Chas Defendants admit they lived at the time, but also the newspaper of record for the area. The Chases endured no prejudice as the result of any irregularities in the publication order.

Indeed, our Supreme Court has upheld service by publication in the face of irregularities that were far more material than anything present here. See Wachovia Bank, 341 S.C. at 428; Yarbrough v. Collins, 293 S.C. 290, 292-93, 360 S.E.2d 300, 301 (1987); Busch v. Aldrich, 110 S.C. 491, 96 S.E. 922, 925 (1918); Clemson Ag. Coll. of S.C. v. Pickens, 42 S.C. 511, 20 S.E. 401 (1894).

The clerk of court's decision to permit service by publication was not wrong, and the order permitting it is not defective. Further, the clerk of court's determination is final, as there has been no fraud or collusion here. Wachovia Bank, 341 S.C. at 429; Yates, 16 S.C. at 499-500.

THIS MOTION WAS NOT MADE WITHIN A REASONABLE TIME

While Rule 60(b)(4) does not have an absolute one-year time limit attached to it like subsections (1), (2), and (3) do, any motion for relief from a judgment must "be made within a reasonable time[.]" Rule 60(b), SCRPC. What is a reasonable time for making such a motion will necessarily vary with the circumstances of a particular case. The Court of Appeals determined 18 months to be too long to be a reasonable time in Smith Cos. of Greenville, Inc. v. Hayes, 311 S.C. 358, 428 S.E.2d 900 (Ct. App. 1993), under the facts of that case. It is also too long to be a reasonable time here.

Here, Kevin Fain, who might have assisted in developing the Plaintiff's factual record in opposition to this motion when it came to the details of communication with the process server and efforts by Plaintiff's counsel's firm to find the Chas Defendants, is dead. Moreover, Tom Chorlton, who provided critical testimony at the trial of this case, is also now dead. The Plaintiff cannot put him on the stand again if this case goes to trial a second time.

Also, the Chas Defendants waited more than 30 days from when they say they became aware of the judgment against them in this case to make this motion. None of their timing in this matter is reasonable.

IT WOULD BE UNJUST TO LET THE CHAS DEFENDANTS OFF SCOT FREE

Rule 60(b) permits a court to relieve a defendant from a judgment, provided he shows a meritorious defense and that one of the Rule's subsections is met, only "upon such terms as are just." Due to the passage of time, if this court grants the Chases' motion to set aside the

judgment and agrees with them that service was somehow invalid as to them, they will likely argue that the statute of limitations bars the Plaintiff's suit against them. This would be unjust.

While the Plaintiff notes, as discussed above, that service by publication and the mailing of the notice of trial was proper and valid, if the court were to grant the Chases some relief from the judgment, the court should not invalidate the service on them by publication.

Further, the Plaintiff notes that the death of Tom Chorlton since the trial of this case would taint with injustice an order undoing the verdict against the Chases.

CONCLUSION

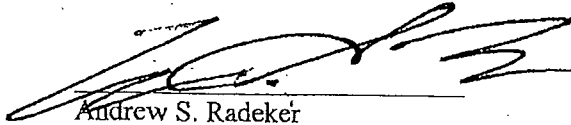
The Chases complain that they were living in Charleston during the whole time the suit was pending, but, like the appellants in Gladden v. Chapman, 106 S.C. 486, 91 S.E. 796, 798 (1917), who protested being what they saw as wronged by a judgment procured on service by publication,

they were not altogether without fault. Their conduct, in remaining absent from the state so long, without communicating with their relatives or friends here, made it possible; and they have no just ground to complain because the court declines to correct the wrong done them by doing a greater wrong to the [Plaintiff], and, in so doing, set a mischievous precedent.

The Plaintiff cannot help it if the Chas Defendants went on an extended trip, causing the trail of addresses for them to go cold, or used multiple names or name variations, increasing the difficulty of finding them through the information available, nor can he help it if they did not read the newspaper, which would have informed them of the pendency of this suit against them.

The court should deny the Chas Defendants' motion to set aside the judgment.

Respectfully submitted,



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Columbia, South Carolina
December 14, 2014

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

CERTIFICATE OF SERVICE

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A.,
Attorneys for the Plaintiff, do hereby certify and say that I have, on this the 14th day of
December, 2014, served the foregoing document in the above-captioned action by depositing the
same in the United States Mail, first class, postage prepaid, with the return address clearly noted,
addressed as follows:

Derek F. Dean, Esq.
Keating L. Simons, III, Esq.
Law Offices of Simons & Dean
147 Wappoo Creek Dr., Suite 604
Charleston, SC 29412

William A. Scott, Esq.
Pedersen & Scott, P.C.
775 St. Andrews Blvd.
Charleston, SC 29407

I have also faxed this document to the above-named counsel on this day

FILED
2014 DEC 16 AM 9:10
JULIE J. ARMSTRONG
CLERK OF COURT

Andrew S. Radeker

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

D.A. Morgan Price,

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-6239

CORRECTIVE
AFFIDAVIT OF
ANDREW S. RADEKER

JULIE J. ARMSTRONG
CLERK OF COURT

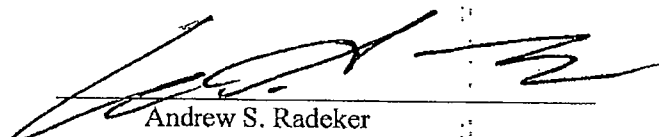
2014 DEC 16 AM 9:11

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I, Andrew S. Radeker, being first duly sworn, do hereby depose and say as follows:

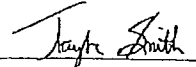
1. I am an attorney with the law firm of Harrison & Radeker, P.A., attorneys for the Plaintiff in the above-captioned action. I have personal knowledge of the facts set forth in this affidavit, and I am competent to testify about them.
2. Paragraph 12 of my affidavit given and served on December 12, 2014, in this case contains a typographical error. It should read as follows (with the accidentally omitted word underlined): "I certainly did not know this 4 Middleton Place address to be or to have been an actual address for the Chas Defendants at any time."

FURTHER AFFIANT SAYETH NOT.


Andrew S. Radeker

SWORN to before me this

15th day of December, 2014.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: June 10, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
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.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-6239

NOTICE OF MOTION AND
MOTION FOR RECONSIDERATION

2015 MAR -2 PM 3:03
CLERK OF COURT
ARMSTRONG

PLEASE TAKE NOTICE, pursuant to SCRCP 52 and 59, Defendants Todd and Jacara Chas (collectively referred hereinafter as the "Chases") hereby move for reconsideration of the Court's Final Order dated February 17, 2015, entered on February 18, 2015, and received February 19, 2015 denying the Chases' Motion to Set Aside Judgment.

This case involves a claim relating to the sale of a condominium unit at the Marsh Winds condominiums in Folly Beach, South Carolina by the Chases to the Plaintiff. The Plaintiff obtained an order of default against the Chases. The case went to trial and the jury found in favor of the other Defendants on their counterclaims. Based on the Order of Default, judgment was entered against the Chases in the amount of \$300,227.43.

The Chases never made an appearance and contend they were never served and never had notice of the trial. When they learned of the judgment, they immediately filed a motion to set aside the judgment pursuant to 60(b)(4) of the South Carolina Rules of Civil Procedure. The Chases contend the judgment is void *ab initio* for lack of service, lack of personal jurisdiction,

and lack of due process. The Court denied the Chases' Motion, stating that the issues had been tried or heard and a decision ending the case rendered.

The Chases request this Court reconsider its Order and issue a decision addressing each of the following issues:

1. Was proper due diligence exercised when attempting to serve the Chases? The Chases contend due diligence at attempted service was defective because:

- a. No attempt to serve Todd Chas was made. The Affidavit of Non-Service was for Jacara Chas only.
- b. The Plaintiff missed, disregarded, or did not pursue numerous items that would have told Plaintiff's attorney he was attempting service at the wrong address.
- c. Service was attempted by the improper method of regular U.S. mail.

2. Was the Order of Publication proper? The Chases contend the Order is defective because:

- a. It relies on an Affidavit of Non-Service for only Jacara Chas. There is no Affidavit of Non-Service filed relating to any attempt to serve Todd Chas.
- b. The Affidavit of Non-Service expressly acknowledges the Chases were not residents at the place where service was attempted.
- c. The Affidavit of Publication shows the Notice of Publication was published in The Post and Courier, on October 7, 14, and 21, 2010. However, Plaintiff did not file an Affidavit in Support of an Order of Publication until November 18, 2010. The Publication Order was filed November 22, 2010. Plaintiff

attempted to serve the Chases by publication but did not have the required order at the time of publication.

d. It orders that an "Amended Summons" and an "Amended Complaint" be served by publication on the Chases. There is no Amended Summons or Amended Complaint filed in this case. The Publication Order orders the service of documents that do not exist.

e. It relies on the Affidavit of Plaintiff's attorney, which states that Plaintiff's attorney sent a copy of the Summons and Complaint in this action to the Chases at 95 Magnolia Avenue "via regular U.S. mail," which service was improper.

f. The Publication Order was not issued properly, was not in accordance with the law, and is null and void. The Publication Order was ordered *nunc pro tunc*, which is improper.

g. The Notice of Publication is defective because the Summons, as published, does not state when the Complaint was filed, in violation of S.C. Code Ann. §15-9-740.

3. Were the Defendants properly served with the Notice of Trial? The Chases contend that notice is defective because:

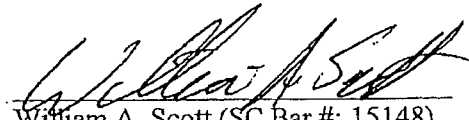
a. It was sent to the wrong address, after the other named Defendants provided the Plaintiff with the Chases' correct address during discovery.

b. The notice was sent via regular mail, not certified mail.

For all the foregoing reasons, Defendants respectfully submit that the Court reconsider its Final Order, reverse its ruling on the Motion to Set Aside Judgment, and issue an order setting aside the judgment against the Chases.

Respectfully submitted,

PEDERSEN & SCOTT, P.C.

A handwritten signature in black ink, appearing to read 'William A. Scott', is written over a horizontal line.

William A. Scott (SC Bar #: 15148)
775 St. Andrews Boulevard
Charleston, SC 29407
(843) 556-5656
(843) 556-5635
bscott@pslawpc.com
ATTORNEY FOR DEFENDANTS
TODD AND JACARA CHAS

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

D.A. MORGAN PRICE,)

Plaintiff,)

vs.)

TODD CHAS, JACARA CHAS, MARSH)
WINDS OWNERS ASSOCIATION, INC.)
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IN THE COURT OF COMMON PLEAS
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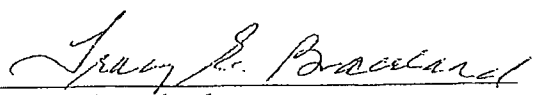
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2015 MAR -2 PM 3:03
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

CERTIFICATE OF SERVICE

The undersigned paralegal at Pedersen & Scott, P.C. hereby certifies that copies of NOTICE OF MOTION AND MOTION TO RECONSIDER, in the above-captioned case has been placed in an envelope, prepaid, and addressed and mailed via US Mail to:

Andrew S. Radeker, Esq.
Harrison & Radeker, P.A.
Post Office Box 50143
Columbia, SC 29250

Derek F. Dean, Esq.
Keating L. Simons, III, Esq.
Law Offices of Simons & Dean
147 Wappoo Creek Drive, Suite 604
Charleston, SC 29412


Tracy E. Braceland
Paralegal

Dated this ^{27th} 28th day of February, 2015.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

Case No. 10-CP-10-6239 (Appeal No.: 2015-000940)

RECEIVED

MAR 22 2016

SC Court of Appeals

D.A. Morgan Price, ... Respondent,

v.

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

Of Whom Todd Chas and Jacara Chas are the Appellants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material
proposed to be included by all parties and not any other matter.

PEDERSEN & SCOTT, P.C.



William A. Scott
775 St. Andrews Blvd.
Charleston, SC 29407
Tel: (843) 556-5656
Fax: (843) 556-5635
E-Mail: bscott@pslawpc.com

Attorney for Appellants

Dated: March 21, 2016
Charleston, South Carolina