

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2015-CP-10-4825

Willow Oaks Homeowners Association,)
Inc.,)


Plaintiff,)

vs.)

ANSWER

Crestline Homes, Inc. a/k/a Crestline of)
NC, Inc. a/k/a Crestline of NC, LLC a/k/a)
Crestline Custom Builders, LLC a/k/a)
Manis Custom Builders, LLC; JMR)
Remodeling & Construction, LLC a/k/a)
JMR Contracting, LLC, Individuals whose)
true names are unknown and are hereby)
designated as John Doe 1 through John)
Doe 10 who performed development,)
design, construction and/or repair services)
at the Willow Oaks Project; and Entities)
whose true names are unknown and are)
hereby designated as ABC Company 1)
through ABC Company 10 which)
performed development, design,)
construction and/or repair services at the)
Willow Oaks Project; and 1807 Dogwood,)
LLC,)

Defendants.)

FILED
2016 FEB 20 PM 4:25
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

TO: R. Patrick Flynn, Esquire, as Attorney for the Plaintiff:

The Defendant, 1807 Dogwood LLC ("1807"), answering the Complaint of the Plaintiff would allege and state as follows:

1. All allegations of Plaintiff's Complaint not hereinafter admitted, denied or otherwise modified or denied and strict proof thereof demanded.

2. To the extent any allegation of Plaintiff's Complaint refers to a document of any kind, 1807 prays reference to the document and denies any allegation of Plaintiff's Complaint which is contrary thereto or inconsistent therewith and demands strict proof thereof.

3. 1807 admits, upon information and belief, the allegations of Paragraphs 1, 2 and 3 of Plaintiff's Complaint.

4. 1807 admits the allegations of Paragraph 4 of Plaintiff's Complaint.

5. 1807 admits, upon information and belief, the allegations of Paragraphs 5, 6 and 7 of Plaintiff's Complaint.

6. In response to Paragraph 8, 1807 admits that it was engaged in business in Charleston County and developed and initially sold units at the project. All remaining allegations of Paragraph 8 are denied and strict proof thereof is demanded.

7. 1807 denies the allegations of Paragraph 9 of Plaintiff's Complaint and demands strict proof thereof.

8. Paragraph 10 of Plaintiff's Complaint is a legal conclusion to which no response is required. If a response is required, 1807 denies the allegations of Paragraph 10 and demands strict proof thereof.

9. 1807 restates all responses above as if set forth fully herein verbatim.

10. In responding to the allegations of Paragraphs 12 and 13, including all subparts, 1807 denies the allegation as it relates to it and demands strict proof thereof.

11. 1807 restates and sets forth all statements as set forth herein verbatim. Responding to the allegations of Paragraph 15, 1807 prays reference to any documents referred to therein and denies any allegation of Plaintiff's Complaint which is contrary thereto or consistent therewith.

12. To the extent the allegations relate to 1807, 1807 denies the allegations of Paragraphs 16, 17, 18, 19 and 20 of Plaintiff's Complaint and demands strict proof thereof.

13. 1807 restates all responses above as if set forth fully herein verbatim.

14. Responding to the allegations of Paragraph 22, 1807 prays reference to the documents referred to therein and denies any allegations of Plaintiff's Complaint which is contrary thereto or consistent therewith.

15. To the extent directed at 1807, 1807 denies the allegations of Paragraphs 23 and 24 of Plaintiff's Complaint.

16. 1807 restates all responses above as if set forth fully herein verbatim.

17. To the extent directed at 1807, 1807 denies the allegations of Paragraphs 26, 27, 28, 29 and 30 of Plaintiff's Complaint.

FURTHER ANSWERING THE COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Rule 12(b)(6))

18. 1807 restates all responses above as if set forth fully herein verbatim.

19. Plaintiff has failed to state facts sufficient to constitute a cause of action against Defendant and its Complaint should be dismissed pursuant to Rule 12(b)(6), *SCRCP*.

FURTHER ANSWERING THE COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Statute of Limitations)

20. 1807 restates all responses above as if set forth fully herein verbatim.

21. Plaintiff's Complaint is not timely and is barred by the Statute of Limitations.

FURTHER ANSWERING THE COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Statute of Repose)

22. 1807 restates all responses above as if set forth fully herein verbatim.

23. Plaintiff's Complaint is not timely and is barred by the Statute of Repose.

FURTHER ANSWERING THE COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Laches)

24. 1807 restates all responses above as if set forth fully herein verbatim.
25. Plaintiff's claims are barred by the doctrine of Laches.

FURTHER ANSWERING THE COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Waiver)

26. 1807 restates all responses above as if set forth fully herein verbatim.
27. Plaintiff's claims are barred by the doctrine of Waiver.

FURTHER ANSWERING THE COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Work of Others)

28. 1807 restates all responses above as if set forth fully herein verbatim.
29. The defects complained of by Plaintiff are the result of the work of others or, alternatively, the responsibility of Plaintiff.

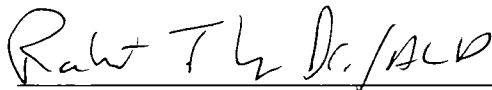
FURTHER ANSWERING THE AMENDED COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Arbitration)

30. 1807 restates all responses above as if set forth fully herein verbatim.
31. To the extent there is an argument/contact between the parties to this litigation wherein arbitration was previously agreed upon as the means of settling disputes, the contractual agreement to arbitrate any disputes constitutes an affirmative defense to this proceeding. Accordingly, Plaintiff's case should be dismissed or stayed pending the conclusion of binding arbitration.

RESERVATION AND NON-WAIVER

1807 reserves the right to assert, and do not waive, any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully answered the Complaint, 1807 prays that the Complaint against it be dismissed with prejudice with the Plaintiffs recovering nothing from 1807, for the costs associated with the defense of this case, including attorneys fees, together with such other and further relief as this Court may deem just and proper.



Robert T. Lyles, Jr. (SC Bar No. 10299)

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Attorneys for 1807 Dogwood LLC

Charleston, South Carolina

February 15, 2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) IN THE COURT OF COMMON PLEAS
) CASE NUMBER: 2015-CP-10-4825

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Answer** in the above-referenced matter has been served on the following named persons via either hand-delivery, e-mail, and/or by placing a copy of the same in the United States mail with proper postage affixed thereto on this 15th day of February, 2018:

R. Patrick Flynn, Esquire
Robertson Hollingsworth Manos & Rahn
177 Meeting St., Suite 300
Charleston, SC 29401
rpf@roblaw.net
Attorneys for the Plaintiff

LYLES & ASSOCIATES, LLC

Cindy Warsham

Charleston, South Carolina

FILED
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JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

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Robert T. Lyles, Jr.
Member

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February 15, 2018

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, S.C. 29401

Re: *Willow Oaks Homeowners Association, Inc. vs. Crestline Homes, Inc., et al.*
Case Number: 2015-CP-10-4825

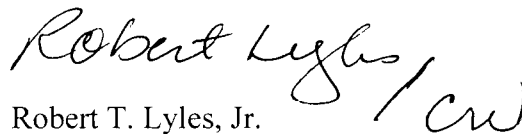
Dear Julie:

Enclosed please find the original and one (1) copy of Defendant 1807 Dogwood LLC's Answer to the Plaintiff's Complaint regarding the above-referenced matter. Please file the original Answer and return a file-stamped copy to me in the envelope provided.

Thank you, and with kindest regards, I remain

Very truly yours,

LYLES & ASSOCIATES, LLC


Robert T. Lyles, Jr.

RTL/cw

Enclosures

cc: R. Patrick Flynn, Esquire