

Vol II

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

MAR 28 2011

J. Cordell Maddox, Jr., Circuit Court Judge **S.C. Supreme Court**

Opinion No. 4761 (S.C. Ct. App. filed December 1, 2010)

Robert Coake and Susan Coake.....Respondents.

v.

Kathleen Burt, n/k/a Kathleen Thomason.....Petitioner.

APPENDIX

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1 A No, I know how much repair needed to be done. On the
2 basement? I had people come out, contractors to come
3 out and give me estimates on how much it was to come
4 out and fix that basement. My intention was to fix
5 the basement. I had no intention of moving to
6 California. That was just something that happened.

7 Q Did you go out to the pool house and poke on the
8 doors before you closed?

9 A No.

10 Q Why not?

11 A There was a lot of wood out there to poke on. It was
12 after use. After use these things fell apart. But
13 the property had been painted prior to selling over
14 some rotten wood.

15 Q But you're claiming that somebody freshly painted
16 that to deceive you?

17 A I think to freshen it up. I don't think anybody did
18 anything to deceive anybody. But there were things
19 known about the property that were not disclosed.

20 Q Are you taking it that the disclosure for the house
21 is a disclosure for the garage?

22 A For all buildings on the property, yes.

23 Q Does it say all buildings on the property?

24 A No, but I would anticipate that would be every
25 structure on the property, being that I'm buying it

1 all.

2 Q That's your interpretation. But do you understand
3 that somebody else may have a different
4 interpretation as to what a disclosure statement
5 required?

6 A I'm sure we all have different interpretations, yes.

7 Q All right. Okay. But, once again, you're not saying
8 that if you had read your inspector's report, that
9 you would not have known there was an underground
10 tank there, are you?

11 A This report was supplied to me prior to the day of
12 closing -- at closing, when it was faxed to the
13 office there. Yes, I would have probably had time to
14 go over the inspection report more completely.

15 Q And if you would have done that, you would have found
16 out about all of this stuff, wouldn't you?

17 A I would have found out about the things mentioned in
18 the report, yes, sir.

19 Q Which would have been the underground tank and the
20 cellar. Let me ask you if you can identify that
21 document.

22 A That's a contract of sale.

23 Q That's the contract you agreed to abide by?

24 A Yes, sir.

25 Q Can I get that marked for identification?

1 (WHEREUPON, Defendant's Exhibit No. 1 is marked for
2 identification.)

3 Q Now, I show you what's been marked Defendant's
4 Exhibit 1 for identification. You have identified
5 that as the contract that governed the sale and
6 purchase, correct?

7 A I assume that would be it. Yes.

8 Q Don't assume. Tell me if it is or not.

9 A That is a contract for Robert and Susan Coake to buy
10 the property, correct.

11 Q And I want you to read, if you would, paragraph F on
12 the second page.

13 A Okay, F says, "The property is sold with the
14 following additional stipulations:" It says,
15 "satisfactory home inspection."

16 Q Okay. So is it your understanding that the contract
17 was subject to a satisfactory home inspection?

18 A Correct. That's what it's saying the stipulation is
19 if it has a satisfactory home inspection.

20 Q All right. Okay. And I wanted to mark the home
21 inspection report number 2 for identification.

22 (WHEREUPON, Defendant's Exhibit No. 2 is marked for
23 identification.)

24 Q I show you what's been marked home inspection report
25 Number 2 for identification. Mr. Coake, that is the

1 home inspection, isn't it?

2 A Yes, sir.

3 Q Obviously it was satisfactory, wasn't it?

4 A The inspection to meet the stipulation for the sale?
5 I assume so.

6 Q So that meant that you and your wife accepted
7 everything that was in the home inspection report,
8 didn't you?

9 A If we purchased the house at the time of closing with
10 this available, I guess so. Yes, sir.

11 Q You were talking about something -- about some
12 infestation by termites. Where was that?

13 A The garage apartment, the apartment attached to the
14 garage. After we started taring things out,
15 rebuilding that floor, there is a, I guess, signs of
16 termite infestation in that building.

17 Q Did I hear you correctly, that you ripped up some
18 carpet and saw that? Was that your testimony?

19 A Yes. Well, I tell you what, that was not seen until
20 the contractor tore the floors out. The carpet I
21 pulled up to see what was wrong with the floor. The
22 floor was bowing in the middle of the room. As you
23 walk across it, it felt like there was nothing
24 holding the floor up. Like particle board gets real
25 weak. I thought it might have been particle board.

1 But what it was, that floor was completely sagging..
2 And when we had the contractor come in and start
3 ripping apart, taring out to rebuild it, he had
4 mentioned that the problems with that floor was
5 termite infestation. You could not see it with your
6 naked eye. There's no way.

7 Q You could not see it with your naked eye. When did
8 you have the contractor working on it now, Mr. Coake?

9 A In 2005 at some point, probably in July. No, it had
10 to be before that. I guess six or seven months after
11 we bought the house.

12 Q And are you saying that somehow Kathleen failed to
13 disclose to you about that condition?

14 A No, she disclosed that she had a termite bond on the
15 property that was still valid. And it would have
16 saved me the expense of building the apartment if the
17 termite bond was still could, because we could go
18 after the bond company instead of coming out of our
19 pocket to rebuild it. Because that's their job, the
20 purpose of their bond. If there's a failure of the
21 termite, pest control, and if the pests get in and
22 destroy your property, they're licensed and bonded
23 insured to take care of those expenses.

24 Q Did you check on the bond before you bought the
25 house?

- 1 A After we bought the house. Being that her disclosure
2 stated the bond was still good, taking her word for
3 it on the disclosure statement, we didn't feel it was
4 necessary until after we purchased the property and
5 we moved in and called the company and said, "Hey,
6 look, we have an infestation problem six months after
7 we've lived here; and your company was the company
8 that's bonded on the property."
9 And they say, "It's been expired for two years."
- 10 Q If you checked on that, you would have found out
11 before you closed, wouldn't you?
- 12 A That's correct.
- 13 Q Therefore, you could have refused to buy the house or
14 get some payment for that or something, couldn't you?
- 15 A Correct.
- 16 Q Instead, you chose to accept it, didn't you?
- 17 A Her word for it, sure.
- 18 Q To accept it subject to whatever conditions existed.
19 Anyway, Mr. Coake, you paid \$299,900 for this
20 property, didn't you?
- 21 A I gave Kathleen the full purchase price, asking price
22 of 299,9.
- 23 Q But the fact is she paid \$3,000 toward your closing
24 costs, didn't she?
- 25 A Yes, sir.

- 1 Q So you actually gave her 296,900; isn't that correct?
- 2 A Okay.
- 3 Q And the fact is that 18 months later, after you did
- 4 this work you listed here, every expense you listed,
- 5 you got \$440,000 for the property, didn't you?
- 6 A Correct.
- 7 Q Is that 143,100 for 18 months ownership?
- 8 A Yes.
- 9 Q And you lived there 18 month, didn't you?
- 10 A Yes, sir.
- 11 Q Mr. Coake, do you remember at the closing that in
- 12 addition to the other costs that Mrs. Burt --
- 13 Mrs. Davis paid another \$2,500 in repair costs for
- 14 such things as HVAC repairs? Do you remember that?
- 15 A Yes, sir.
- 16 Q Repairs to the attic fan, do you remember that?
- 17 A Yes, sir.
- 18 Q Repairs to the roof by Mobley and Mobley, do you
- 19 remember that?
- 20 A I don't remember the roofer, but okay.
- 21 Q So, all of the items that you were concerned about
- 22 were included on the closing statement the day you
- 23 closed?
- 24 A All the items we found through the inspections and
- 25 the realtors inspections were taken care of, yes.

1 Q All that you found?

2 A Yes, sure.

3 Q Weren't those things found by your home inspector?

4 A Okay. The, the -- I'm trying to recollect here, give
5 me a second. When we -- because this inspection
6 you're talking, referring to, I didn't -- I know we
7 didn't get this inspection until after the fact. It
8 was faxed during closing, something like that. When
9 we did the inspection on the property, we noted when
10 we decided to buy the house, the attic fan did not
11 work. We wanted that fixed. The realtor and
12 ourselves noticed that the air conditioning upstairs
13 didn't work. That's why the condenser outside, the
14 air conditioning had to be replaced. Those are the
15 items we found as we walked through the property the
16 first time we inspected it back in June. That wasn't
17 found by an inspector, no.

18 Q But was there somebody pushing you to close this deal
19 on July 13th?

20 A It's -- the conditions that we were living in were
21 pushing us. The company wanted us to move. I had
22 been driving back and forth to Florida every weekend
23 for six months, 1100 miles a weekend. So, yes, being
24 detached from the family more or less prompted us to
25 get this thing done.

1 Q Based on that, you didn't do any due diligence to
2 make sure that you were personally satisfied with the
3 condition of this house, did you?

4 A No, sir.

5 Q And now you want to blame Kathleen?

6 A As I said before. We took her word on the disclosure
7 statement that these items were okay. As we lived in
8 the property we found that they were not. No, I
9 didn't go live on the property before I bought the
10 property to inspect the property and I didn't spend a
11 lot of time on the property inspecting it before I
12 signed the papers to close it.

13 Q Let's get that clear. The fact of the matter is you
14 didn't inspect at all before the closing, did you?

15 A There was not a legitimate inspection done on the
16 property before we closed. No.

17 Q My question is, you did not inspect anything before
18 you did the closing?

19 A We did.

20 Q I'm asking you.

21 A I looked at the property. It was a beautiful home,
22 beautiful house. But, no, I didn't go poking my
23 fingers through wood and opening and closing doors,
24 things like that.

25 Q When is the first time you were ever on the property,

1 the day of closing?

2 A No, the day of closing we did our walk-through. A
3 month prior to that I went out to see the property
4 and basically I wanted to find out where we're going
5 to live. My wife said, "Okay. This is the house I
6 want."

7 Q But the month before you didn't go inside and inspect
8 the house, did you?

9 A We did a -- any other house. Here's the house for
10 sale. Great. We walked through the house. It's
11 beautiful, we'd like to have it. Granted, it needs a
12 lot of work, going to spend the rest of my life
13 working on the property; but it's well worth it
14 because it's a beautiful house. Okay. So we decided
15 to buy it.

16 On our walk-through with the realtor we found things
17 very evident, like the attic fan was not working, it
18 was 112 degrees upstairs because the AC system wasn't
19 working. Very, very evident problems.

20 Q Let's talk about when the case was -- did you go onto
21 the property before you signed the contract?

22 A Did I go on, yes.

23 Q Okay. It was signed on the eighth, wasn't it?

24 A Yes, sir. Yes.

25 Q When did you go on the property in relationship to

1 the date the contract was signed?

2 A Probably the -- personally, maybe the day after.

3 Q Maybe the day after the contract was signed?

4 A I sent my wife out to find the house, find out where
5 you want to live, buy anything you want. Just take
6 off, go find it. She found something. She said,
7 let's go look at this house, tell me what you think.
8 I rushed out after work one day. We took a look at
9 it and I had to go back to work. She went back to
10 Florida. She got the realtor that had the house
11 listed, that realtor said, "You know what, we have to
12 have funds in order, before we can make an offer."
13 And she says, "No, you don't. Make an offer." That
14 person wouldn't do it, the person listing the house.
15 So she called another realtor over the phone said, "I
16 went back to the house, said, "I want this house, can
17 you make an offer for me."
18 And he said, "Sure." So she wrote -- brought a
19 five-hundred dollar check to hold the property while
20 she was in Florida. I was back at work.

21 Q Your wife was a realtor, wasn't she?

22 A In Chicago, yes sir.

23 Q And in Indiana?

24 A Yes.

25 Q In fact, she knew a good deal when she saw it, didn't

1 she?

2 A What do you mean, a good deal?

3 Q A good deal when she saw it, on the house?

4 A Oh, good deal, yeah. That's why she picked it up.

5 Q She recognized she might could make \$150,000 off the
6 house, didn't she?

7 A No. She fell in love with the property. It was
8 beautiful at one time, it needed to be brought back.

9 Q Let's go back to the question I asked you before.
10 You walked out there for two hours, was that on
11 June 7th, the day before the contract? Was that
12 June 8th, the day of the contract? Or was that
13 June 9th, the day after the contract?

14 A I'm looking at the contract date. It says June 6th
15 here. That's when the contract was made up. So,
16 from what I recollect, the way it went down, by the
17 calendar I could show you, because I could tell if it
18 was a weekend or weekday. But she went up there on a
19 weekend. She went to find the house. I was at work.
20 She found something she wanted. That realtor didn't
21 want to make the offer because we didn't have money
22 in order. So the time passed. She had a problem
23 with that realtor.

24 She went back to Florida with the kids. I stayed in
25 Greenville and she got a hold of another, I think it

1 was a ReMax agent, and over the phone made him, or I
2 should say asked him to make an offer to secure the
3 house. So the dates, I can't tell you. But this
4 date says June 6th. Therefore, the offer was made, I
5 mean, she probably saw the property maybe the weekend
6 prior.

7 Q All right. Look at the signature page, would you?

8 A On which?

9 Q On the contract.

10 A On the contract, right. Page two?

11 Q Yes.

12 A Okay.

13 Q Does it show a date that your wife signed it?

14 A It says June 8th.

15 Q All right. June 8th. Now, in relationship to the
16 day your wife signed, you know the day she signed it,
17 right?

18 A Believe it or not, the signature she -- the contract
19 was made to secure the house, five hundred dollars to
20 make an offer. She was in Florida. So, this
21 contract made up to make an offer on the house to buy
22 it. The signatures are not ours.

23 Q All right. In proximity to either the date of the
24 contract, June 6, or the date of the signature, June
25 8, I'm trying to find out from you when you first

1 went to the house to do the walk-through.

2 A It was early June. We went to look at the house.

3 She wanted to buy it. So, I would assume, I would

4 assume probably maybe a three or four -- you know

5 what, I bet it's about two or three days before

6 June 6th.

7 Q And that's when you went by and looked at the house?

8 A Correct.

9 Q When you say, "looked at it," did you go in the
10 house?

11 A After we got the door open, yes.

12 Q Did you go out back?

13 A We walked the property. And, like I said before,
14 very, very, overgrown with vegetation.

15 Q How long did you spend that time?

16 A Maybe 30 minutes to an hour I would imagine. It's
17 two acres.

18 Q All right. You were there one time. Did you ever go
19 back before the closing date?

20 A No. I went back during closing or do the final
21 walk-through.

22 Q Well, when was the first walk-through?

23 A The day we looked at the house. The realtor met us
24 at the house. And we walked through the house. Very
25 beautiful house. All right. And -- they showed us

1 the house. Met us out there. We looked at it.
2 Noticed some things, I guess, when we did the
3 contract, because if the realtor met us out there, we
4 had to go through, and when we made the offer, we
5 inspected a little bit closer.

6 Q Okay. You were there 30 minutes to an hour just
7 before you signed the contract. And you -- how much
8 time did you spend inspecting the house on final
9 walk-through on June 8th?

10 A Probably, I'd say -- June 8th wasn't the final, was
11 that the final walk-through?

12 Q All right. July 13?

13 A July 13th. I would say I spent maybe 30 to 45
14 minutes walking around the property.

15 Q So, now, what you're telling this jury and the Court
16 is that you spent anywhere from one hour to one hour
17 and a half inspecting this house, a \$300,000 house;
18 is what you spent?

19 A Most likely, yeah.

20 Q And you felt like that was sufficient for you to
21 determine the condition of the house?

22 A No.

23 Q You're just saying that---

24 A It was sufficient to decide to buy the house.

25 Q Okay. So then, I take it, that you were relying on

1 the home inspection report as condition to buying the
2 house?

3 A I didn't get the home inspection report until the day
4 of closing. I relied on the closing, the disclosure
5 statement. I mean, on the disclosure statement you
6 write down the stuff that's present. It's written
7 down hopefully by good faith, it's the truth.

8 Q Now, Mr. Coake, are you saying that you're taking the
9 position that you're entitled to rely on the closing
10 statement and for you to do nothing? Is that your
11 position?

12 A What do you mean by do nothing?

13 Q Well, you testified that you didn't do any
14 inspection.

15 A We walked through the property, found things that
16 were very evident; then, yes, we relied on the
17 disclosure statement for the things that are not
18 evident that the previous owner should disclose
19 before you buy the property. That's why they made
20 the law in 2003, so people do not get taken advantage
21 of by hidden items.

22 Q Now, how are you going to know if it's self-evident
23 unless you look?

24 A For instance, I would have had to rip the floor out
25 of the pool house. I don't own the property, I can't

1 find that out. Termite bond would have protected me
2 from that. But the truth was the termite bond was
3 not valid two years out. Things like that is what
4 I'm talking about here.

5 Q The fact of the matter is, if you'd gone out and
6 looked at the pool house, you would have seen any
7 kind of decayed wood that was on the outside,
8 wouldn't you?

9 A If I stuck my finger through the wood, sure.

10 Q If you just went and looked?

11 A No, because it was freshly painted over.

12 Q Are you saying it was---

13 A If I would have jumped up and down on the porch a
14 lot, yes, I would have finally fell through. When
15 you're walking around the property, think it's
16 beautiful, yes, it's a beautiful place. We'd like to
17 take it.

18 Q But don't you agree that if you had spent a couple of
19 days inspecting this house in detail, that everything
20 that you have talked about up there, you would have
21 seen through your own eyes?

22 A Yes, I agree with that.

23 Q Excuse me just a minute, your Honor.

24 THE COURT: Sure.

25 MR. THRELKELD: I don't have any further questions.

1 THE COURT: Redirect examination?

2 REDIRECT EXAMINATION

3 BY MR. PRUITT:

4 Q Mr. Coake, in order to determine the nature and
5 extent of the water, the nature and extent of the
6 water seepage in the basement, would you have had to
7 have been there while it was raining?

8 A Yes.

9 Q Did it leak when it wasn't raining.

10 A No.

11 Q Now, if Mrs. Burt had put on item number three of the
12 property report, says, "yes," and come down in the
13 explanations and put "leaks when raining," would you
14 have had an idea that you should do some further
15 inspecting?

16 A Honestly, if it was on the disclosure statement, I
17 would have probably taken a water hose and flooded
18 that area to see where the water was coming from.
19 Yes. It would have probably help me make a better
20 decision.

21 Q All right. If she would have told you that the
22 termite bond had expired, would you have investigated
23 that further?

24 A It would have put up a red flag, yes.

25 Q All right. Now, Mr. Threlkeld asked you what kind of

1 pressure you were under to close. Would you take a
2 look at the contract that he's asked you to look at
3 and tell me what's the date on page one?

4 A June 6.

5 Q And what is the date of acceptance on page two?

6 A June 8.

7 Q All right. How long did you have to close? Look at
8 the contract.

9 A To close?

10 Q Yeah. How long did the contract say you had to
11 close?

12 A It would be --

13 Q Look down on this page and tell me.

14 A Thirty days. I'm sorry.

15 Q All right. When you closed on July the 13th, were
16 you already passed the closing time?

17 A Yes, sir.

18 Q So you were under a time pressure to close, weren't
19 you?

20 A Yes, sir.

21 Q All right. Now, Mr. Threlkeld asked you what did you
22 do to fix the leak in the basement, and you said you
23 didn't do anything.

24 A That's correct.

25 Q And did you tell BMW about it?

- 1 A I had to.
- 2 Q All right. When we put into evidence your list of
- 3 cosmetic repairs and the repairs that you associated
- 4 with the nondisclosure, Plaintiff's Exhibit Number 3,
- 5 is there anything on there for fixing the basement?
- 6 A No, sir.
- 7 Q Are you claiming any repair costs for fixing the
- 8 basement?
- 9 A No, sir.
- 10 Q Mr. Threlkeld also asked you, did you think this
- 11 disclosure report should cover the outbuildings and
- 12 other buildings on the property?
- 13 A He asked if -- can you reword that? He mentioned
- 14 something ---
- 15 Q Well, was there anything disclosed in item number one
- 16 about rot at the pool house, or rot on the decks or
- 17 the garages?
- 18 A Yes.
- 19 Q What was disclosed?
- 20 A No problems.
- 21 Q All right. So, did Mrs. Burt say well, the main
- 22 house is fine; but I'm not saying anything about the
- 23 pool house? Did she say that?
- 24 A From what this shows, item one she says, "no," which
- 25 is foundation slab, fireplace, chimneys, doors,

1 windows, including storm, ceilings, interior,
2 exterior walls, attached garage, patio deck and other
3 structural components, including any modifications."

4 Q That's pretty all-inclusive, isn't it?

5 A Yes, sir.

6 MR. PRUITT: That's all I have.

7 MR. THRELKELD: Excuse me one minute, your Honor.

8 THE COURT: All right.

9 RE CROSS EXAMINATION

10 BY MR. THRELKELD:

11 Q Not to belabor the point. All you had to say was
12 home inspection not satisfactory and canceled the
13 contract, wasn't it.

14 A Say that again.

15 Q The fact of the matter, you said you weren't under
16 some constraint to close?

17 A I was or was not?

18 Q You said you was. You testified you were.

19 A Yeah.

20 Q But the fact of the matter is, you could have said
21 until the last date of home inspection and close, you
22 were not going to close because the home inspection
23 was not satisfactory?

24 A I could have had that option. Yes, sir.

25 Q You chose not to do it that way, didn't you?

1 A That's correct.

2 Q No further questions.

3 FURTHER REDIRECT EXAMINATION

4 BY MR. PRUITT:

5 Q When did you get the home inspection report?

6 A From my recollection, it was being faxed at the time
7 of the closing.

8 Q It was already at the lawyer's office July 13th, past
9 the closing date, and it's being somehow or another
10 faxed to you at that time?

11 A It almost held up the closing.

12 MR. PRUITT: All I have.

13 THE COURT: All right. You can step down. Thank
14 you. Thank you. Careful coming down, sir.

15 You all come here a second.

16 (Bench conference held within the presence, but
17 outside the hearing of the jury:)

18 All right. Ladies and gentlemen, that's all we're
19 going to hear today. We'll start tomorrow at 9:30. As I
20 said, don't read, watch, or listen to any publicity on
21 this case. If anybody tries to contact you in regard to
22 this case, let Mr. Graham know tomorrow. We'll take care
23 of it. See you tomorrow at 9:30.

24 Have a good night.

25 THE COURT: All right. See you all tomorrow morning.

1 (Whereupon, the proceedings are adjourned to the
2 following day:)

3 Good morning, ladies and gentlemen, let me tell you
4 for planning purposes, we're going to have one more
5 witness then take a 20- or 30-minute break while I handle
6 another matter, just so you know.

7 You may call your next witness.

8 MR. PRUITT: Call Chris Gable to the stand.

9 CHRIS GABLE, being first duly sworn,
10 testified as follows:

11 DIRECT EXAMINATION

12 BY MR. PRUITT:

13 Q State your full name and spell your last name for the
14 record.

15 A Christopher Wayne Gable, G-A-B-L-E.

16 Q Chris, tell the ladies and gentlemen of the jury what
17 you do for a living.

18 A I do big remodeling jobs, additions, any type of
19 remodeling. I can build new from the ground up.

20 Pretty much anything to do with -- I'm a contractor.

21 I build for a living, houses, remodeling, whatever,
22 et cetera.

23 Q How long have you been doing this type of work?

24 A Fourteen years.

25 Q All right. And do you hold any particular licenses

1 or certificates from the state of South Carolina in
2 that regard?

3 A Yes, sir. I specialize in carpentry, metal roofs,
4 vinyl, any of that. You know, pretty much any part
5 of the building business.

6 Q All right. Now, tell me, did you back in 2004 or
7 2005 do any work for Mr. Robert Coake and his wife?

8 A Yes, sir.

9 Q All right. I'd like for you to take a look at what's
10 previously been marked as Plaintiff's Exhibit Number
11 3, and tell me if -- what your role was in any of
12 those repairs.

13 A See here is marked in yellow, it says, pool house
14 plumbing; handles, et cetera; plumbing, sink repair.
15 I didn't actually do anything with that. But the
16 miscellaneous repairs, had something to do with that.
17 Wood rot repairs to the apartment, did something with
18 that. And the other two that are highlighted, I did
19 not have anything to do with.

20 Q All right. I would ask if you can identify this
21 document here?

22 A Yes, sir. This is, I guess, what you would call a
23 bill that I formally went over with Susan Coake. I
24 signed it stating the labor was done, the labor,
25 material, and why it was done and the amount.

1 Q Is that the bill you rendered or the proposal that
2 you made for the work on the Coake residence?

3 A Yes, sir.

4 Q And was that the amount that you were paid in
5 connection with the work described thereon?

6 A Yes, sir.

7 Q Your Honor, we'd offer this as an exhibit.

8 THE COURT: Any objection to that?

9 MR. THRELKELD: No objection.

10 THE COURT: All right. Without objection.

11 (WHEREUPON, Plaintiff's Exhibit No. 4 is marked for
12 identification and received in evidence.)

13 Q All right. Chris, tell me what work that you
14 actually did insofar as repair work at the pool
15 house.

16 A At the pool house, if I remember correctly, the front
17 that had, what I call a front stoop on it, but it's a
18 porch or a deck. They wanted to replace -- some of
19 the boards had been replaced on top, but some of them
20 were not replaced. The ones that weren't were pretty
21 rotten. And, of course, any time water soaks in,
22 termites come in. You can see the evidence of
23 termites, whether they're existing there or not
24 still. I took the decking off the top of it, some of
25 the foundation of that was rotten. Some of the frame

1 up under the foundation was rotten, I replaced some
2 of that, and then put some decking back on. I can't
3 remember exactly the square footage, what it was.

4 Q Now, what type of exterior covering did the pool
5 house have?

6 A Wood siding. Wood lap siding.

7 Q All right. Could you tell if any of the wood lap
8 siding there at the pool house had been recently
9 replaced?

10 A Actually on the pool house it had not been recently
11 replaced but it had been recently painted. On the
12 apartment, garage apartment beside the garage, it was
13 connected to the garage, some of the siding on it
14 over the bottom of the sills, and the sills are what
15 actually holds the foundation up, the foundation of
16 the building. It had been replaced probably within
17 eight or nine months and repainted.

18 Q Now, when you -- did you take off that newly replaced
19 lap siding to inspect the foundation of that house?

20 A Yes, sir, I did.

21 Q What did you find when you took it off?

22 A The whole foundation was rotten, there was no
23 question about it. And the only reason you couldn't
24 see it previously to that being taken off, is because
25 the other three sides of that foundation were either

1 covered in a walkway or dirt.

2 Q All right. Now, whoever had replaced the lap siding
3 would have been able to see the rot and damage, as
4 you had been?

5 A No question about it. Yes, sir.

6 Q Now, did you also do some work on the kitchen?

7 A Yes, sir. I remodeled their kitchen.

8 Q And can you tell -- of course, was that kind of like
9 a cosmetic upgrade?

10 A Yes, sir. That was just a cosmetic upgrade, they
11 wanted the kitchen to be kind of designed to her
12 style. There wasn't actually enough counter space in
13 there. She wanted to change some of that. So we did
14 that.

15 Q Now, did you make any observations in the basement?

16 A Well, every time it would rain, and we worked over
17 there several days, working inside actually while we
18 were in the kitchen, it rained several days while we
19 were there. The basement always filled up with
20 water. There's no question the basement walls were
21 leaking.

22 Q What about do you recall fixing anything in the
23 basement?

24 A Only thing that I went back and did is before BMW
25 would agree to buy the house, made a statement saying

1 there was asbestos insulation wrapped over some of
2 the plumbing. And of course, and by code in Anderson
3 County that has to be covered where it can't get out
4 into the atmosphere or it has to be removed by hazmat
5 team. Of course, me not being a hazmat team, I went
6 and recovered it with either insulation or tape so
7 that it would be contained.

8 Q All right. Answer any questions Mr. Threlkeld might
9 have.

10 CROSS EXAMINATION

11 BY MR. THRELKELD:

12 Q Briefly, Mr. Gable, I couldn't understand all you
13 said because of inability to hear good in this
14 courtroom. I thought I understood you to say that
15 you determined in the last eight or nine months
16 somebody had removed some lap board, committed some
17 fraud or something like that. Is that what you said?

18 A I didn't say fraud.

19 Q What did you say?

20 A I said they replaced three or four boards on the lap
21 side and repainted it.

22 Q What building are you talking about now?

23 A It was actually on the garage side of the garage
24 house.

25 Q On the garage, is that adjoining the house?

- 1 A No, that was actually on the garage, on the little
2 apartment, garage room I guess you could say it was.
3 Q Okay. And you replaced what?
4 A I replaced the sills under it. And the floor.
5 Q Sir?
6 A I replaced the sills and the whole interior floor of
7 it because it fell in and hit the ground.
8 Q Tell me, again, though, you said some siding had been
9 added in the last eight or nine months?
10 A It wasn't added, it was replaced.
11 Q Okay. It was replaced.
12 A The bottom three or four lap side boards were taken
13 out and replaced and repainted.
14 Q And you said that if anybody did that, it could have
15 been seen that the floor was decaying?
16 A Yes, sir.
17 Q Are you some kind of expert on when something was
18 taken out and replaced?
19 A Well, I been doing it 14 years. I consider to be
20 pretty good at it, yes.
21 Q You telling me you are an expert in telling when
22 something was replaced?
23 A I been doing it for 14 years.
24 Q Could you be wrong?
25 A Nope, I couldn't.

1 Q No way?

2 A No way.

3 Q You are absolutely positive?

4 A Yes, sir.

5 Q It was within the last nine months?

6 A Maybe more recent than that, but I would give it nine

7 months.

8 Q Okay. At most, nine months, people took off the lap

9 siding?

10 A Uh-huh.

11 Q And in doing so, they covered up the fact that the

12 floor was rotten. That's what -- is that what you

13 said? Right?

14 A If that's what happened, I don't know what their

15 intentions were; but that's what happened in the end

16 result.

17 Q All right, sir. That's all the questions I have.

18 MR. PRUITT: Nothing further for this witness.

19 THE COURT: Thank you, sir. You can step down.

20 MR. PRUITT: Your Honor, we'd ask that this witness

21 be excused and be allowed to go back to his work.

22 THE COURT: Any objection?

23 MR. THRELKELD: No objection.

24 MR. PRUITT: Your Honor, that's the case for the

25 plaintiff.

1 THE COURT: All right. Ladies and gentlemen, I need
2 to send you out. As I said, I've got a telephone
3 conference with lawyers from the lower part of the state.
4 It will be 15 or 20 minutes at least, get comfortable back
5 there. I apologize for that. Please don't discuss the
6 case. Thanks.

7 (The following proceedings were had outside the
8 presence of the jury:)

9 MR. THRELKELD: You ready for motions? First of all,
10 the defendant moves pursuant to rule 50 of South Carolina
11 Rules of Civil Procedure for dismissal of the plaintiff's
12 complaint on the grounds that if all of the evidence
13 admitted or introduced is viewed in the light most
14 favorable to the plaintiff, it fails to prove either fraud
15 or violation of any disclosure act or damages.

16 Now, your Honor, the factual situation on which that
17 rests is that Mr. and Mrs. Coake came into town on
18 sometime in early June of 2004 at a time when the house
19 was vacant. And based on the testimony that's in the
20 record, there was nobody -- that the defendant never spoke
21 to the plaintiff in any way or provided anything except
22 that sometimes during the process, as best I can recall it
23 happened at closing, there was a disclosure statement
24 presented to the purchaser at the closing.

25 The plaintiff says that it -- that he bought this

1 house based solely on the representation of that
2 disclosure statement, even though there's admitted that he
3 did not avail himself of all of the information that was
4 available that would have contradicted anything that was
5 possibly misrepresented or unclearly stated in the
6 disclosure statement. And, as the Court knows, a party
7 must avail themselves of a knowledge or means of knowledge
8 open to him. Even if there's misrepresentation, under
9 element number eight, there's no right to rely if you have
10 knowledge on which you could have determined otherwise.

11 And by the admission of the plaintiff, there was in
12 the plaintiff's possession a detailed inspector's report,
13 a professional inspector's report, that showed everything
14 that the complaint was on. It outlined all the "alleged
15 defects" if there were defects.

16 In addition to that, the case primarily rests upon
17 this idea that something was wrong with the basement.
18 Although the basement, as I understood the testimony, is
19 in the same condition today as it was at the time
20 plaintiff bought the house. And the plaintiffs no longer
21 own the house.

22 In addition, the plaintiff sold the house for
23 \$143,100 more than he paid for it. And even though they
24 admit they made cosmetic repairs and some additional
25 repairs they claim more than cosmetic repairs, all of

1 those expenditures related primarily to upfitting,
2 remodeling the house.

3 Now, in summary, all of the testimony says that
4 plaintiffs did not avail themselves of the opportunity to
5 discover whatever they claim wrong with the house.
6 Instead they relied entirely on statement of disclosure
7 made by defendant, which they say was wrong. Now, that's
8 the first motion.

9 In the alternative, the defendant would move to
10 strike damages, all the damages that were admitted in this
11 case on the grounds that none of those show contractual
12 damages and none of them show any damages that relate to
13 any misrepresentation that was not clearly available to
14 the plaintiff at the time they purchased the house. And
15 also remember, the contract said that purchase of the
16 house was subject to a satisfactory home inspector's
17 report.

18 A home inspector's report was made, outlining all the
19 questions that are here; and the plaintiff purchased, and
20 by plaintiff's own admission, it accepted or was satisfied
21 with all of those things that were outlined in the
22 inspector's report, which he says included everything
23 plaintiff is complaining about. That's the defendants's
24 motion.

25 THE COURT: Yes, sir?

1 MR. PRUITT: Your Honor, I'm not sure whether the
2 Court was watching these exhibits when they were coming
3 in, but the first thing that I want to say is that when
4 you read the South Carolina Code 27-50-40, it says the
5 owner shall furnish a written disclosure statement and the
6 commission will promulgate a form for use in making that
7 disclosure. And Plaintiff's Exhibit Number 1 is that
8 form. And it's got various and sundry things on it that
9 need to be disclosed.

10 Now, the way that -- the way the form is supposed to
11 work, your Honor, is that, for example, in item number one
12 or item number three, the defendant should have said,
13 "basement leaks when it rains; however, it hasn't never
14 caused us any problem."

15 In, I believe it's item number 13 dealt with the
16 underground storage tank or 14, should have said, yes,
17 there's an underground storage tank here on the property,
18 which you ought to know about needs to be removed.

19 In regard to the alarm system, alarm system is
20 checked as being present. "No," no problem is checked as
21 being the answer. So, there are many things and, as and
22 we just heard Chris Gable talk about the fact that the lap
23 siding had been recently replaced and that that siding
24 covered up rot and termite damage in the garage apartment.

25 So, the way the disclosure law is supposed to be is

1 they're supposed to disclose what they know about it.
2 Then the plaintiff would be on inquiry notice as to, to
3 see whether or not they wanted to buy the house. The law
4 also says that this statement must be presented to the
5 purchaser before the signing of a contract, which by all
6 means was not done. It's basically clear that all of
7 these reports and disclosures were made at the closing
8 when the purchaser's opportunity to perform additional due
9 diligence is and has been eliminated.

10 Now, the disclosure act says that an owner who
11 knowingly violates or fails to perform or who discloses
12 any material information on the disclosure statement he
13 knows is false, is liable for actual damages proximately
14 caused to the purchaser and court costs.

15 Now, that law wouldn't excuse the purchaser from not
16 doing some due diligence. But the seller is supposed to
17 alert the purchaser to those items, and the report and the
18 form that's set up by the LLR clearly says on page one,
19 that -- it gives instructions. Says, "If you check no for
20 any question, you're stating you have no actual knowledge
21 of any problem. If you check no and you know there is a
22 problem, you may be liable for making an intentional
23 misrepresentation."

24 Now, I suppose that Mrs. Burt could have checked no
25 representation whatsoever for every block and that would

1 have changed the character of this case. But, of course,
2 that wasn't the case. She represented on most every item
3 that there was no problem and on the one where she did
4 disclose the asbestos, that was, I think the only one
5 where she checked a few things. So, we have here, obvious
6 failure to disclose.

7 Just because the house may have had some standing
8 water in it in the past doesn't necessarily mean that
9 that's a problem. There's no way that the purchasers
10 could have discovered the water unless they were present
11 in the house when it rained. Now, that would have been an
12 appropriate thing for Mrs. Burt to have said.

13 I would also draw the Court's attention to several
14 recent cases. Slack v. James and Dixon v. Ford. Now, in
15 Slack v. James our Supreme Court, it was actually a fraud
16 case; but some of these things, says -- this was an Easley
17 case and it had been represented to the purchasers that
18 there was no easements across the property. And the
19 holding of that case says "While a title exam disclosed
20 the easement, it was not unreasonable for the purchasers
21 to rely upon the agent's assertion because the discovery
22 of the easement required the title examination of a
23 lawyer; and it wasn't disclosed until right at the end."
24 So that's a case that says that reliance and reasonable
25 reliance is a jury issue for things that are hard to

1 discover.

2 In this case we have representations that there are
3 no problems. So it doesn't reasonably put people on
4 inquiry notice that they need to do more due diligence.

5 In the case of Dixon v. Ford, the Court relied in
6 that case that a clear termite letter could be relied
7 upon; and that the purchasers didn't have to do any more
8 due diligence than that. And that particular case the
9 CL-100 indicated that the damage had been repaired and it
10 distinguished that from an earlier case, Nine v.
11 Henderson.

12 So, your Honor, in this particular case there's no
13 question that the plaintiffs were in some degree rescued
14 by their relocation service. They were required to fix
15 and we would direct the Court's attention to plaintiff's
16 Number 3, garage door rot. And as your Honor might
17 recall, the garage door opener was broken and it couldn't
18 be raised by Mr. Coake until after he got in there and
19 disassembled the operator. Then he was able to get the
20 door up and find that the bottom was rotted.

21 In the pool house the plumbing was encased in cement;
22 and so you couldn't inspect. When they got in there and
23 found there was not proper plumbing, they were able to
24 effect repairs.

25 We heard the testimony of Chris Gable concerning the

1 concealed repairs in the garage apartment, things that are
2 hidden and that could not be found. You heard Mr. Coake's
3 testimony concerning the fact that the pipes that went to
4 the underground storage tank were covered by landscaping
5 debris and overgrowth. It was represented that the alarm
6 system worked and it wasn't discovered.

7 What Mr. Threlkeld would have this Court say is that
8 the disclosure law means nothing. The disclosure law is
9 intended to put on people on inquiry notice to inquire
10 further about items that are checked. Mr. Threlkeld would
11 have all purchasers of real estate spend two or three
12 weeks investigating a house and practically take it apart
13 with a structural engineer so that they had done all their
14 due diligence.

15 I don't think that the disclosure law mandates that
16 type of due diligence. And I believe their reliance upon
17 the representations of the defendant was just and
18 reasonable, and it's certainly a jury question.

19 THE COURT: Let me ask you this. How many of these
20 problems that are listed on number 3 were dealt with in
21 the home inspection or were addressed by the home
22 inspection?

23 MR. PRUITT: Of course, the home inspection is not in
24 evidence.

25 THE COURT: It's not yet.

1 MR. PRUITT: Well, not yet.

2 THE COURT: Of course, just for my edification, were
3 any of them dealt with?

4 MR. PRUITT: Several of them were mentioned,
5 specifically the tank and the water in the basement.
6 However, as the testimony indicated, it was faxed to the
7 parties during closing or shortly thereafter. So that's
8 also a question for reliance.

9 THE COURT: Yes, sir.

10 MR. THRELKELD: Your Honor, I think it's very
11 important for the Court to realize that the disclosure
12 statute does exactly what I said it does; and that is, it
13 doesn't change the existing law, even though it does
14 require, if you want to, that you present a disclosure
15 statement. I assume that's going to be changed to where
16 you have to; but at this point at least, if you do not
17 give a disclosure statement, there is no penalty.

18 But section 27-50-80 -- and I'll hand up to the Court
19 a copy of the disclosure statute -- says the same thing as
20 the number eight on the fraud. "This article does not
21 limit the obligation of a purchaser to inspect the
22 physical condition of the property and improvements that
23 are the subject of this contract."

24 It's the same thing as -- this, in effect, is a
25 duplicate of fraud action, only apparently gives you a

1 better definition of what fraud issues are, as far as I
2 can tell. Because it doesn't, as far as can I tell,
3 change the law. At least that says that whatever the law
4 is on disclosure, or on your due diligence still exists.

5 And I go back to the King versus Oxford, which says
6 that Court's do not sit for the purpose of relieving
7 parties who refuse to exercise reasonable diligence or
8 discretion to protect their own interest. A party must
9 avail themselves of the knowledge or means of knowledge
10 available to him. The Court will not protect the person
11 who, with full opportunity to do so, will not protect
12 themselves.

13 In this particular case one of the defenses I give
14 is, well, we didn't get our inspector to give us the
15 information in time, so we went ahead and closed without
16 that, as though it had something to do with the defendant.
17 The fact is, that information was available, the report,
18 as I understand it according to the testimony, was done
19 June 26th.

20 THE COURT: Yes, sir. Anything further?

21 MR. PRUITT: No, sir. Except in regard to the
22 damages, there's been no request for damages for the
23 water. Because we didn't fix it. The case would have a
24 different complexion if we had to spend \$100,000 to fix
25 the water. But it just didn't happen, so we've asked for

1 the damages that are reasonably related to the disclosures
2 that are incorrect.

3 THE COURT: Okay. All right. Here is what I'm going
4 to do, make everybody unhappy. I'm going to direct a
5 verdict on the fraud cause of action; but for now I'm
6 going to take under advisement the disclosure because
7 there's not enough information for me to rule on that. On
8 the disclosure, not on fraud. I'll take that under
9 advisement until I hear a little bit more.

10 Let me go talk to these guys. I'll be right back.

11 (WHEREUPON, the jury came into open court at
12 approximately 9:50 a.m., when the following
13 proceedings were had:)

14 MR. THRELKELD: May it please the Court, I'd like to
15 call Dennis Burt.

16 Your Honor, defendants Number 1 and 2, the contract
17 for sale and home inspection report was identified by the
18 plaintiff yesterday, and I'd like now move to offer them
19 in evidence.

20 THE COURT: Any objection?

21 MR. PRUITT: No objection to Number 1. We would
22 object to Number 2 as the author of the report has not
23 identified it.

24 MR. THRELKELD: The plaintiff identified it, your
25 Honor.

1 MR. PRUITT: It's not a -- while evidence of the
2 plaintiff's knowledge of its contents is in evidence, the
3 actual report would not be admissible unless it's author
4 was here to identify it and be cross examined.

5 THE COURT: What did he say yesterday? He identified
6 it as the home inspection report?

7 MR. PRUITT: That was faxed to the lawyer's office
8 during closing. But he didn't sign for it or anything
9 else.

10 THE COURT: I'm going to let it in over objection. I
11 understand your objection.

12 (WHEREUPON, Defendant's Exhibit No. 1-2 are admitted
13 into evidence.)

14 DENNIS BURT, being first duly sworn,
15 testified as follows:

16 DIRECT EXAMINATION

17 BY MR. THRELKELD:

18 Q Dennis, where do you live?

19 A I live at 1201 Rutledge Way in Anderson.

20 Q And I believe that you were the former husband of the
21 defendant, Kathleen Davis; is that correct?

22 A That's correct.

23 Q And did you formerly reside at a house, 2203 East
24 North Avenue?

25 A Yes.

1 Q You resided with your family?

2 A Yes.

3 Q Do you have any interest in the outcome of this case?

4 A No, sir.

5 Q How long did you reside there?

6 A Approximately 14 years.

7 Q Did you, during that time, do maintenance work and so
8 forth around the house?

9 A Constantly.

10 Q Could you tell me how many floor levels there are on
11 this house.

12 A Two.

13 Q What's -- the top floor has what?

14 A The top floor has three large bedrooms. One and a
15 half baths, a large solarium or recreation room,
16 large closets and large hallway.

17 Q What about the next floor down?

18 A The next floor down has a large living room, separate
19 dining room. Another room which we used as a music
20 room and closed porch, that's -- following down, a
21 kitchen, a breakfast room, a large study or bath.
22 Excuse me study or bedroom, could be used for either.
23 A master bedroom, a bath, a half bath, another room,
24 which we used as a family room. And then a small
25 entrance from the back side.

1 Q And is there anything below that floor you just
2 described?

3 A The cellar, which has been referred to.

4 Q Can you describe for the jury the cellar.

5 A Well, the video showing yesterday certainly has an
6 image of it. It was designed originally, I believe,
7 for the heating system. There's a coal bin where
8 coal originally was used for fuel, later converted to
9 fuel oil. It was a hot-water-distribution system
10 with a furnace. So that was the primary use of the
11 cellar.

12 Q And did you have a chance to hear the testimony of
13 all the people in the courtroom in this case so far?

14 A Yes, sir.

15 Q And I'll show you what's been marked as Plaintiff's
16 Exhibit Number 1 and ask you if you've had a chance
17 to review that.

18 A I have seen this; but I haven't spent a great deal of
19 time reviewing it.

20 Q Yes. Is that the disclosure statement that's been
21 discussed here?

22 A It does say state of South Carolina residential
23 property condition disclosure statement.

24 Q And is there a note on the front of that page, says
25 like a hundred years?

- 1 A Yes, sir. There's a note that says 100 years old.
- 2 Q And do you know what that means?
- 3 A I don't.
- 4 Q Do you know how old the house is?
- 5 A Yes, sir. It's 75 years old, approximately.
- 6 Q Have you been in that house recently?
- 7 A Yes, sir, two weeks ago.
- 8 Q Did you look at the house and surrounding buildings
- 9 at that time?
- 10 A I did.
- 11 Q Is there anything different about the basement than
- 12 there was at that time?
- 13 A No, sir.
- 14 Q Was there anything different about it than there was
- 15 at the time you lived there?
- 16 A No, not substantially.
- 17 Q Now, you saw the video yesterday. Did you watch that
- 18 carefully?
- 19 A Yes, sir, I did.
- 20 Q You saw the water in the basement?
- 21 A (Nods head up and down.)
- 22 Q Have you compared what you saw there to the quality
- 23 or quantity of water that, from your experience,
- 24 comes into the basement?
- 25 A Yes, sir. I was shocked by the volume of water that

1 was showing in the video.

2 Q Do you have any estimate as to the quantity compared
3 to what your knowledge of it is and what was shown on
4 the video?

5 A In my 14 years experience in the house, I would say
6 what I saw in the house yesterday looked like three
7 to five times the volume of water that I had ever
8 observed.

9 Q Do you know whether or not the sump pump was able, if
10 it was operating, was able to take care of the normal
11 flow of water?

12 A Absolutely. In the worse conditions, when I lived in
13 the house, the sump pump would come on only
14 intermittently in the heaviest of rains.

15 Q Was that room ever designed to have improvements
16 placed down there or appliances or anything like
17 that?

18 A In my opinion, no. No, we did -- if I can elaborate?
19 When we moved into the house, the -- we decided to
20 put a laundry down there but found it unsatisfactory.
21 So we moved the laundry upstairs.

22 Q Were you here when Mr. Gable spoke this morning?

23 A Yes, sir, I was.

24 Q Do you know the building that he was describing?

25 A Yes, sir.

1 Q What is that building?

2 A The building he's describing is essentially a double
3 garage with a small room built onto the side of it,
4 which consists of just a maybe 300-square-foot room
5 with a very small bath attached to it. The use of
6 that room was as a changing room and a bathroom to
7 support the pool.

8 Q Now, did you hear Mr. Gable say that he knew for a
9 fact, absolute certainty, that the boards on that
10 building had been replaced?

11 A I heard him say that. Yes.

12 Q Do you know whether or not that's true?

13 A No, I don't know whether that's true.

14 Q Sir?

15 A I do not know whether that's true. In other words, I
16 cannot attest that the boards had been replaced. It
17 would be my opinion that they had not.

18 Q Were they replaced while you lived in the house?

19 A Not while I lived in the house.

20 Q Well, were they -- do you know if the boards have
21 been replaced now?

22 A No, sir, I don't know.

23 Q Okay. But are you saying you never replaced the
24 boards?

25 A Yes. I'm saying I never replaced the boards.

1 Q So, if those boards were replaced between the time
2 you left and the time that Mr. Gable did his work,
3 somebody else would have done that, right?

4 A That is correct.

5 MR. THRELKELD: I believe that's all the questions I
6 have.

7 CROSS EXAMINATION

8 BY MR. PRUITT:

9 Q Now, Mr. Burt, when did you last live in that
10 residence?

11 A In 1999.

12 Q All right. So between 1999 and 2005, you don't
13 really know the extent to which water would have come
14 into the basement, do you?

15 A Not during that period, no.

16 Q Now, isn't it also true that this house was on the
17 garden tour of the Anderson historic homes tour, and
18 you visited the house when the Coake's were there?

19 A I did.

20 Q And isn't it true that you told the Coake's during
21 that visit that that water problem or water in the
22 basement had been there a long time?

23 A I don't recall having said that to the Coake's; but I
24 can certainly say that to the Court.

25 Q Okay. Now, you would agree with me that when

1 somebody answers the question, is there any water
2 seepage, leakage, dampness, or standing water or
3 water intrusion from any source of any area of the
4 structure, that there's always been water -- that's
5 number three there, you would agree that it's always
6 been water seepage there, wouldn't you?

7 A It would be my opinion that there was water seepage
8 in that cellar from the day that house was built in
9 1929 to '31.

10 Q And there's no way that you or the former Mrs. Burt
11 could not have known that water seepage was present?

12 A I would certainly say I knew water seepage was
13 present. But I didn't consider it a problem.

14 Q Okay. So, you would agree with me that this
15 representation that says "no" is inaccurate, wouldn't
16 you?

17 A I believe that the instructions on the state of South
18 Carolina residential property condition disclosure
19 statement says to check it if it's a problem. I
20 didn't constitute or consider it as a problem. So I
21 wouldn't have checked it as a problem.

22 Q So, you don't think that there's any problem with the
23 water that's coming in?

24 A Absolutely not.

25 Q And you don't think it deserved a note that says

- 1 water has been seeping in the basement for 75 years?
- 2 A No.
- 3 Q Now, there's no question that you and Mrs. Burt knew
- 4 about the underground tank?
- 5 A I knew about the underground tank.
- 6 Q And you would agree with me that its presence was not
- 7 disclosed, wouldn't you?
- 8 A How would I know that? By the report?
- 9 Q By this report. That would be number 13.
- 10 A What I see 13 says: "Rooms, additions, or other
- 11 structural changes."
- 12 Q Excuse me, I'm sorry, number 14.
- 13 A Environmental hazards?
- 14 Q Yes, sir.
- 15 A Okay. It's checked, "Yes."
- 16 Q And what environmental hazards did Mrs. Burt disclose
- 17 in the comments?
- 18 A So I would refer to the bottom of the page?
- 19 Q Yes, sir.
- 20 A Asbestos is present in the basement.
- 21 Q You would agree with me, the underground storage tank
- 22 was not disclosed?
- 23 A I would agree that there is no environmental hazard
- 24 presented by the underground storage tank.
- 25 Q Now, tell me, the neighbors told the Coake's that

1 after you left that the general maintenance of the
2 house went dramatically down?

3 A I would take that as a great compliment.

4 Q I would think so, but is that true?

5 A I cannot say because I did not visit the house on a
6 regular basis after I left.

7 Q You did visit it during the home tour after the
8 Coake's took over?

9 A It looked really great.

10 Q Did it look good?

11 A It looked good.

12 Q Did the ground look better than when you had
13 previously seen it?

14 A It was at night, I couldn't see.

15 Q How about the general appearance of the house?

16 A It looked great, looked comparable to the condition
17 when I lived in the house.

18 Q Did you notice the improvement in the kitchen --

19 A I did.

20 Q -- and the granite countertops? And the resurrection
21 of the bathroom on the main floor?

22 A I don't recall seeing the bathroom, but I did see the
23 kitchen.

24 Q You all had one set of washing machines and dryer in
25 the basement, right?

- 1 A I think those were abandoned; but, yes, I understand
2 from testimony that they were there.
- 3 Q Well, were they functioning when you left?
- 4 A They were functioning when I left.
- 5 Q Do you know whether they were rusted to the floor?
- 6 A That wouldn't surprise me, but I don't know that.
- 7 Q All right. Now, it's true that you and Mrs. Burt
8 took a bathtub out of the first floor and put the
9 laundry room up there?
- 10 A I can attest to that.
- 11 Q Did you do that?
- 12 A I did. Cast iron, very heavy.
- 13 Q Now, I don't suppose you know whether or not
14 Mrs. Burt, or the former Mrs. Burt, kept up the
15 termite bond?
- 16 A I do not know that.
- 17 Q You kept it up while you were there, didn't you?
- 18 A I believe I did.
- 19 Q Now, how long had the heat source for the house been
20 changed from fuel oil?
- 21 A I'd have -- that's a guess on my part, but I would
22 think probably about five years before I left, which
23 would have been '94 or five. That's an estimate.
- 24 Q And to the best of your knowledge, the tanks were
25 never removed?

- 1 A To the best of my knowledge, they were not.
- 2 Q Now, the garage apartment or the bathroom or room
- 3 that you described as being used for swimming pool
- 4 changing, do you know whether or not that building is
- 5 the same age as the rest of the house?
- 6 A I do not know, but the appearance would indicate to
- 7 me that it is or is close to the same age because of
- 8 the way it's constructed.
- 9 Q Would you agree that the lap siding on that structure
- 10 would -- and its construction would prohibit or
- 11 impede the ability to inspect the underlying
- 12 foundation and sills?
- 13 A No. The lap siding would not impede the ability to
- 14 inspect the underlying sills.
- 15 Q Can you see the foundation from the outside?
- 16 A If you'd like me to elaborate, I can describe this.
- 17 Q I just want you to answer the question.
- 18 A Go ahead, can you restate the question?
- 19 Q Can you see the foundation from the outside?
- 20 A You can see -- yes, part of it on one side.
- 21 Q It's true there's no crawl space up under there?
- 22 A That's what I'd like to tell you.
- 23 Q Is it true or not?
- 24 A It is very true.
- 25 Q Okay. Did the security system work when you left?

1 A It was state of the art. Yes, it worked when I left.

2 Q So in 1999 it worked and sometime between -- if it
3 didn't work when the Coakes moved in, it must have
4 fallen in disrepair during your wife's possession of
5 the house?

6 A I can't know that.

7 Q Okay. Now, how about the garage doors? Were they in
8 working operable order when you left?

9 A Yes.

10 Q So, if they didn't work by the time that the Coakes
11 bought it, obviously they fell into disrepair during
12 your wife's, former wife's, possession of the house?

13 A I can't know that.

14 MR. PRUITT: That's all I have.

15 MR. THRELKELD: One question, your Honor.

16 REDIRECT EXAMINATION

17 BY MR. THRELKELD:

18 Q Dennis, you were asked about the termite bond. Did
19 the termite bond apply to anything other than the
20 house?

21 A No.

22 Q Why not?

23 A I could never find a exterminator offer a bond on the
24 outbuildings because they couldn't get under them to
25 inspect them. There was no crawl space.

1 Q So could you -- if you transferred the termite bond
2 on the house, would that have affected the
3 outbuilding?

4 A No, sir.

5 Q That's all the questions I have.

6 THE COURT: You may step down.

7 MR. THRELKELD: I'd like to call Kathleen Davis.

8 KATHLEEN DAVIS, being first duly
9 sworn, testified as follows:

10 DIRECT EXAMINATION

11 BY MR. THRELKELD:

12 Q State your full name. Spell your last name for the
13 record please, ma'am.

14 A Kathleen Davis. My last name is D-A-V-I-S.

15 Q Now, Kathleen, the acoustics are a little bad in this
16 courtroom, you have to speak up now. Where do you
17 live?

18 A I live in Tamassee, South Carolina.

19 Q And were you previously married to Dennis Burt?

20 A Yes, I was.

21 Q And during that time, for part of your marriage, did
22 you reside at the house up on East North Avenue?

23 A Yes, sir.

24 Q And did members of your family reside with you?

25 A Yes, sir. My four children.

- 1 Q How many children?
- 2 A My four children.
- 3 Q All right. And how long did you live in that house?
- 4 A Seventeen years.
- 5 Q And do you recall listing the house for sale?
- 6 A Yes, sir.
- 7 Q And do you recall who you first listed it with?
- 8 A I first listed it with Debbie Shirley, who is with
- 9 Anderson Area Properties.
- 10 Q Do you recall what year that was?
- 11 A Not for certain, I think it was like 2002 maybe.
- 12 Q Now, how did you come about getting title to this
- 13 house?
- 14 A It was granted to me during the divorce proceedings.
- 15 Q Were you considering keeping the house to live in?
- 16 A Yes, sir, I sure was.
- 17 Q And did you change your mind?
- 18 A Yes, I did.
- 19 Q And why was that?
- 20 A Well, after all the children were gone, I found that
- 21 I was rambling around in a big old house, there was
- 22 more to do than I could physically or financially do
- 23 on my own.
- 24 Q And did Debbie -- was Debbie Shirley or her company
- 25 able to find a satisfactory purchaser for you?

1 A No, they were not.

2 Q And did you later list it with someone else?

3 A Yes, sir. I let a friend of mine's daughter take it
4 for about three months. And then, ultimately, I
5 listed it with Carolla Dauchert, who is the one that
6 sold the house.

7 Q And did you at some point move out of the house?

8 A Yes, I did.

9 Q Do you recall approximately when you moved out?

10 A I believe it was in 2003. I was -- the house was
11 empty for about a year, I guess or so, after I left.

12 Q Now, were you here when Chris Gable was talking about
13 the repairs he made?

14 A Yes, sir.

15 Q Well, were you living in the house nine months
16 before --

17 A No, sir.

18 Q -- he did those repairs?

19 A No, sir.

20 Q Let me ask you this. Did you ever have those boards
21 replaced that he's talking about?

22 A No, sir. Those boards were like that when we bought
23 the house. They were a smooth texture and the ones
24 above it had a grain. They were never changed.
25 That's the way it was when we bought the house.

- 1 Q Did you try to get Dennis to change them?
- 2 A Yes. I said, "Can't we make them match?". But we
- 3 didn't do that.
- 4 Q And when you were hiring the realtor, did the realtor
- 5 ask you to make a disclosure statement?
- 6 A Yes, sir.
- 7 Q And I'll ask you if that disclosure statement is
- 8 shown on Plaintiff's Exhibit Number 1?
- 9 A Yes, sir.
- 10 Q First of all, Kathleen, what is your occupation?
- 11 A Well, I was a stay-at-home mom for 25 years. I mean,
- 12 that's what I did.
- 13 Q And did you have any experience in selling houses?
- 14 A No, sir.
- 15 Q Have you ever sold a house before this?
- 16 A No, sir.
- 17 Q Did you know how to sell a house?
- 18 A Not really. I left it to the realtor.
- 19 Q And had you ever filled out a disclosure statement?
- 20 A No, I had not.
- 21 Q Did you get any help doing that?
- 22 A No. She just gave it to me and told me to fill it
- 23 out. And I did that as best I could.
- 24 Q Was there anything on this that you think is wrong?
- 25 A Well, when I filled this out, I did it to the best of

1 my ability. Now, in light of my education, I would
2 be scared to even touch it at this point if I had it
3 to do over, because I didn't know about a lot of
4 stuff.

5 Q When you say education, you mean what you learned out
6 of this lawsuit?

7 A That's correct.

8 Q Did you list anything on there that you intended to
9 deceive Mr. Coake?

10 A No, I did not.

11 Q Well, did you do it honestly?

12 A I did everything honestly. As I looked at the
13 questions and I answered that as honestly as I
14 possibly could.

15 Q Well, did you disclose? Did you mark anything there
16 about the basement. I mean about the floor in the
17 basement?

18 A No, I didn't.

19 Q Well, why not?

20 A Well, it wasn't a problem. I didn't -- I didn't have
21 a problem with it, so I didn't list it. I indicated
22 that there was a sump pump in the cellar, basement.

23 Q And did you show -- did you mark on there that there
24 was a, an underground tank?

25 A Well, I checked yes for environmental hazards. There

1 were three on this: Asbestos, the underground tank
2 and lead-based paint. There were three things on
3 there I knew of, so I checked yes.

4 Q Well, did you consider the tank a problem?

5 A Well, it's an environmental hazard according to this,
6 so I checked it; but, no, it was never a problem for
7 me or for us. You know, it stayed there after we
8 quit using oil.

9 Q Well, could you see that tank from the ground?

10 A Oh, you could see the spouts from it.

11 Q And what was the spout -- what did you do with the
12 spout?

13 A When Lee Oil Company would come and fill it up, he
14 would park in the drive, pull a big hose over and put
15 it in the pipe and that's what filled the oil tank
16 up. There was a register when you started down into
17 the basement, they're real steep steps, and it was on
18 the left-hand side that registered the oil.

19 Q Now, were you informed that Mr. and Mrs. Coake were
20 interested in buying your house?

21 A Yes.

22 Q And were you already living elsewhere at the time you
23 were informed of that?

24 A Yes, I was.

25 Q And did you ever meet the Coakes prior to the

1 closing?

2 A No, sir.

3 Q Did anyone ever call you? Did Mr. and Mrs. Coake
4 ever call you?

5 A No, sir.

6 Q Did you ever talk to them?

7 A No, sir.

8 Q Do you think you ever needed to tell them anything
9 else about the house?

10 A No, sir, I didn't. I did this, the realtor gave me
11 and assumed everything else would be done.

12 Q Were you available if they wanted to ask you any
13 questions?

14 A Absolutely.

15 Q Did you -- do you know whether or not they did any
16 inspection themselves?

17 A I am not sure. I'm probably -- my realtor probably
18 told me they had a home inspector, which I would
19 think anybody would do that was purchasing a house.

20 Q By the way, do you remember when you were looking at
21 the house to buy it?

22 A Yes, sir.

23 Q Did you do an inspection?

24 A Oh, yes.

25 Q What did you do?

1 A Oh, my goodness. Dennis and I crawled all under the
2 house and all over it. I can't really remember; but
3 knowing Dennis, I imagine we had some professionals
4 look at various things, anything that we saw as a
5 problem.

6 Q When you were filling out this disclosure statement,
7 did you have in your mind that that applied to the
8 pool house and things like that?

9 A Actually, no. I thought the disclosure statement
10 referred to the house, is -- was my interpretation of
11 a disclosure statement.

12 Q Well, at any time had you ever done any inspection on
13 any of the pool houses or any of the outbuildings?

14 A No, sir.

15 Q Was the pool still in use when you sold the house?

16 A No, about -- well, the kids were gone, so I didn't
17 swim and it stayed covered up. So, no, I didn't.

18 Q Was the pool house and those outbuildings actively
19 used during the last several years that you lived
20 there?

21 A No. No.

22 Q Did you do any painting back there.

23 A Well, before I decided that this was too much for me,
24 I had some painting done. It was about two years or
25 so before the house was put on the market. I had the

1 deck built and some painting done and I put up the
2 aluminum fencing that's around it. It looks like
3 wrought iron, but it's aluminum. And I had a lot of
4 other things done in anticipation of staying in the
5 home. That's where my children would like for me to
6 have stayed. So I had those things done.

7 Q Back to the disclosure statement, did you intend to
8 answer that accurately and truthfully to the best of
9 your knowledge?

10 A Yes, I did.

11 Q Did you intend in any way to deceive Mr. and
12 Mrs. Coake on anything about that house?

13 A No, sir. I did not.

14 Q Well, if in fact anything that you answered is not
15 technically answered correct, and -- is that an
16 oversight or something.

17 A Probably my ignorance would be my answer to that. I
18 just wasn't as knowledge as I could have been
19 probably.

20 Q So would have been unintentional?

21 A I did it honestly.

22 Q And I believe they paid you right at \$300,000 for the
23 house?

24 A Carolla had just dropped the price on the house to
25 try to get it moved because I couldn't afford to live

1 two places and take care of it. I had trouble coming.
2 back to take care of it. And they paid the asking
3 price except that I paid \$3,000 in closing costs.
4 And I had did whatever, like the attic fan and
5 whatever was -- the air conditioner, I think they
6 said that wasn't adequate. I put that in. I don't
7 remember what my bill was on that. But anything that
8 the realtor said I needed to do, I did.

9 Q I believe that's all the questions I have.

10 CROSS EXAMINATION

11 BY MR. PRUITT:

12 Q Now, your name now is Davis?

13 A Kathleen Davis, yes, sir.

14 Q Now, do you remember when I took your deposition
15 several months ago, were you a different name then,
16 O'Barr?

17 A Yes, sir.

18 Q So you've -- and I believe Thomason?

19 A Is my maiden name.

20 Q That you went back to when you got divorced from
21 Mr. Burt?

22 A That's correct.

23 Q But now you're Davis?

24 A That's correct, I just married.

25 Q All right. Now, what is your education?

- 1 A High school.
- 2 Q All right. And do you read and write well?
- 3 A Well, I don't know if it's well. But, yes, sir, I
- 4 can read and write.
- 5 Q And you certainly seem to me to have a good command
- 6 of the English language; is that right?
- 7 A I try, yes, sir.
- 8 Q All right. Now, there's no question but that you and
- 9 your husband both knew about the water leaks in the
- 10 basement of this house?
- 11 A That is correct.
- 12 Q And there's no question that you didn't mention
- 13 anything about it in item number three?
- 14 A No, sir, I didn't. Because it was not a problem.
- 15 And on the instructions it said if it's a problem,
- 16 and it wasn't to me.
- 17 Q Now, was this the first disclosure statement you had
- 18 ever filled out?
- 19 A When the first realtor had it, Debbie Shirley had it,
- 20 I did one then, too. I imagine it was the same
- 21 thing.
- 22 Q And I'll ask if you can identify this one right here
- 23 and tell me, first of all, if you would look on the
- 24 last page and tell me if that's your signature?
- 25 A Yes, it is.

1 Q All right. And would you go ahead and look at it and
2 tell me if this is the earlier disclosure statement
3 that you filled out with the previous realtor?

4 A Yes. It's dated 5/30/03.

5 MR. PRUITT: Your Honor, we'd like to have this
6 admitted into evidence.

7 MR. THRELKELD: Your Honor, I would object to another
8 disclosure statement on the ground it's irrelevant.

9 THE COURT: I'll allow it to come in.

10 (WHEREUPON, Plaintiff's Exhibit No. 5 is marked for
11 identification and received in evidence.)

12 Q Mrs. Burt, I'll direct your attention on this
13 disclosure statement to item number 14 which deals
14 with the asbestos and the underground tank. You see
15 that?

16 A Yes, I do.

17 Q And on that disclosure statement you underlined
18 underground tank. And in the comments section down
19 below you disclosed it, didn't you?

20 A Yes, I did.

21 Q So at that time you thought it was an appropriate
22 thing to disclose, right?

23 A That's right.

24 Q But you didn't disclose it on the one that you gave
25 to the Coake's, did you?

1 A I checked Number 14, which included -- it says
2 including, and those things. I had a pencil in my
3 hand.

4 Q Okay. Well, in the instructions it says -- maybe
5 you'd like to direct yourself to page 1, item number
6 2A, and what do the instructions -- how about reading
7 that for me.

8 A A, says, "If you check yes for any question, you must
9 explain the problem or attach a descriptive report
10 from an engineer, contractor, pest control operator,
11 or other expert or public agency. If you attach a
12 report, you will not be liable for any inaccurate or
13 incomplete information contained in the report as
14 long as you were not grossly negligent in obtaining
15 or transmitting the information."

16 Q Well, you certainly didn't say anything in your
17 disclosure about the underground tank in the
18 disclosure report that was given to the Coake's, did
19 you?

20 A Not on this one. But that was not my intention to
21 not disclose it. That's why I checked 14.

22 Q Okay. Well, you know, moving back to number three,
23 you know there were water seepage, leakage, damage,
24 et cetera. Now, I know you take the position there's
25 no problem with this water coming through. But

- 1 you're not denying it's coming through, are you?
- 2 A Oh, no, sir. It would seep through the wall, go into
- 3 the troth, and the whole basement floor was slanted
- 4 to go into the sump pump.
- 5 Q And you don't deny that the washing machine and dryer
- 6 were rusted to the floor, do you?
- 7 A I don't know that they were rusted to the floor
- 8 because I never tried to move them, but that
- 9 certainly was possible.
- 10 Q All right. And you don't deny that the water level
- 11 had rusted off a leg of the table that we saw in the
- 12 video, do you.
- 13 A That table was there in 1986 when we purchased the
- 14 house. And I left it to use, and I never tried to
- 15 move it, either.
- 16 Q You didn't really answer my question. Was one of the
- 17 legs rusted off?
- 18 A It was not rusted off when I lived there.
- 19 Q So it rusted off in either the time that you moved
- 20 out or---
- 21 A Either that or it was rusted and about to break when
- 22 someone moved it.
- 23 Q Well, Miss Davis, you know, this form right here, you
- 24 would agree with me, wouldn't you, that there's three
- 25 columns for each question, wouldn't you?

1 A Yes, sir.

2 Q There's yes, you have to go down and explain if you
3 answer, yes; then, no, if there's no problem. And
4 there's a third one that says, "no representation."
5 Now, you could have picked that, you weren't making
6 any representation about whether there was a problem
7 with the water seepage, couldn't you?

8 A I didn't know what no representation meant and I
9 didn't read the instructions. I just read that a
10 while ago about no representation. I didn't know
11 what that meant.

12 Q Okay. Well, item C here on Page 1 says, "If you
13 check no representations, you're stating that you are
14 making no representation; but you may have a duty to
15 disclose even if you know or should have known; and
16 you need to consult with an attorney to determine
17 your liability. Is that what that says?

18 A Yes. That's what you just read.

19 Q Did you consult with an attorney about what, I mean,
20 "no representation" means?

21 A No, sir. I didn't know what it meant. And my
22 intention was to reveal any problems that I knew of
23 with that home that I lived in for 17 years.

24 Q Now, in item number one it includes attached garages,
25 patios, decks, or other structural components.

1 That's a pretty broad definition, isn't it?

2 A Yes, sir.

3 Q And did you consult with any lawyer or realtor about
4 whether that paragraph included the pool house or the
5 garage apartment?

6 A I assumed that the disclosure sheet referred to the
7 home. I see that now, reading it, that it would
8 include the others. But I still would have checked
9 no, because I didn't know of any problems with the
10 other places.

11 Q Now, you told Mr. Threlkeld that if you had this
12 disclosure to do over, you'd certainly change some
13 things, didn't you?

14 A I said I would have someone with me to help fill out
15 another disclosure sheet.

16 Q And if you had to fill this out again, you'd disclose
17 in greater detail the water in the basement, wouldn't
18 you?

19 A Today, after what I went through, I would probably
20 write anything I can think of. But still, that was
21 not a problem. So to me, it would have been a "no."

22 Q And if you had this to do over again, you'd disclose
23 the underground storage tank like you did on the
24 first one, wouldn't you?

25 A Well, when I checked 14, that said that there was all

1 these hazards and that would be including an
2 underground tank, to my understanding.

3 Q The instructions required you to explain what yes
4 meant, didn't it?

5 A As I read them now, that's correct. I did not
6 read---

7 Q And you would change that if you had to do it over
8 again, wouldn't you?

9 A I would probably be more careful.

10 Q Now item ten, transferable termite bond, that was
11 wrong, wasn't it?

12 A I checked yes because I didn't handle that. Dennis
13 did. We were married for 32 years and he always
14 handled that stuff. And I assumed that it was
15 transferable. That was an assumption on my part.

16 Q Well, now, Dennis hadn't been there since 1999 and
17 you made this disclosure in 2004, that's five years.
18 You telling me that you didn't pay or have that house
19 inspected for termites for five years?

20 A No. They did their thing every year, I paid. But, I
21 mean, as far as knowing the details of the termite
22 bond, I did not know that.

23 Q If you didn't know, yes, why didn't you check "no
24 representation"?

25 A Well, number one, no representation, I mean, I didn't

1 really understand that. And we had a termite bond
2 and I assumed it was transferable. That was what I
3 thought.

4 Q Now, it's true that the alarm system didn't work when
5 you left, did it?

6 A No, the alarm system did work when I last lived in
7 the house. As far as I know, you know, we paid Blue
8 Ridge Security to monitor the house. And when I
9 left, of course, I didn't do that anymore. As far as
10 I knew, the alarm system worked. It did when I lived
11 there.

12 Q When the realtors were showing the house did they
13 have to turn the alarm on and off?

14 A I don't know.

15 Q Well, when was the last time that you visited the
16 house prior to closing?

17 A I don't remember the specific date, but it would have
18 been when I was finishing getting everything out of
19 the garage and whatever and cleaning the house up as
20 best I could.

21 Q Well, it would have certainly been between the time
22 that the contract of sale was entered into toward the
23 middle of May, I believe May 6 or May 8, and the time
24 of closing, which was July 13th?

25 A I don't know. I guess.

1 Q You wouldn't have moved your stuff out before you had
2 the house sold?

3 A Oh, no, I was continually working on getting
4 everything out of the house.

5 Q So certainly you visited the house within the last 30
6 days before the closing?

7 A I'm sure.

8 Q And you cleaned out the rest of the stuff that was
9 down there in the basement, didn't you?

10 A Yes, there were some -- that's where I kept my flower
11 vases and things like that.

12 Q And it's true that the alarm system didn't work then,
13 did it?

14 A Well, at that point we didn't never set the alarm
15 because there was nothing in the house to take. So I
16 don't think the alarm had been set in a long time. I
17 mean, I don't know. They had the codes, I'm sure. I
18 don't remember that exactly, but I'm sure they had
19 it. But to my knowledge they didn't keep it set
20 because there was nothing in the house.

21 Oh, and I stopped paying Blue Ridge Security so
22 wouldn't have been any reason. There wouldn't have
23 been a way to turn it on, that was why.

24 MR. PRUITT: That's all the questions I have.

25 MR. THRELKELD: No questions.

1 THE COURT: Thank you, ma'am. You may step down. Be
2 careful coming down.

3 THE WITNESS: Thank you.

4 MR. THRELKELD: That's the defendant's case.

5 THE COURT: Anything in rebuttal?

6 MR. PRUITT: Your Honor, I think we would ask that
7 the caption of the case -- we're not going to have any
8 reply. We want the caption of the case amended to add the
9 defendant's current name of Davis, I believe, so that it
10 would conform to the evidence.

11 THE COURT: Any objection?

12 MR. THRELKELD: No objection.

13 THE COURT: Without objection.

14 All right. Ladies and gentlemen, you've heard all
15 the testimony you're going to hear in this case. There
16 are several matters I need to hear outside your presence.
17 Be back in the jury room at 2:00. Don't eat too much, you
18 may have to listen to me talk a while this afternoon.
19 Have a good lunch.

20 (The Following proceedings were had outside the
21 presence of the jury:)

22 MR. THRELKELD: Your Honor, the defendant moves for a
23 directed verdict based upon rule 50 of the South Carolina
24 Rules of Civil Procedure on the grounds that all of the
25 evidence viewed in the light most favorable to the

1 plaintiff fails to make out case, and the defendant is
2 entitled to a verdict, as a matter of law, fails to create
3 a factual issue.

4 And, once again, the primary basis for that is: One,
5 I'm not sure there is a distinction between fraud and the
6 statute in the sense there are actually two separate
7 causes of action. It appears to me that the ruling that
8 the Court made in the beginning on fraud is in fact a
9 disposition of this entire conflict. It seems to me
10 because at least the standards in both cases are
11 identical. There might be some difference in terms of
12 remedies in the event there is a cause of action made.

13 But the other thing that happened is that in the home
14 inspector's report, is in the evidence, and by the
15 testimony of the plaintiff, admitted that even though he
16 had a duty to make a reasonable examination of the
17 property, that he didn't do so; and that in this report,
18 contained all of the items that he considered problematic.
19 And had he read that report that he had made himself, he
20 would have been so informed. And he had a duty to read
21 that report.

22 In addition to that, your Honor, it seems to me
23 there's a big problem with the damages in this case in the
24 sense that there doesn't seem to be proof or any
25 reasonable certainty on any particular defect that the

1 plaintiff alleges. So my argument there is it failed to
2 prove damages to a reasonable certainty. Therefore, the
3 defendant is entitled to a directed verdict.

4 THE COURT: Yes, sir?

5 MR. PRUITT: Your Honor, if the legislature had
6 intended to merely restate the elements of fraud, they
7 wouldn't have put in 27-50-65 which creates a separate
8 legal liability. Fraud, as we know it, has eight
9 particular elements set out and well known by the court
10 and also includes punitive damages.

11 But in section 27-50-65 the law has set up a duty,
12 and it says someone who violates or fails to perform any
13 duty prescribed by this article or discloses information
14 that he knows to be false, incomplete, or misleading is
15 liable for actual damages caused to the purchaser; and the
16 court may award reasonable attorneys fees to the
17 prevailing party.

18 Now, it wouldn't make sense for the legislature to
19 pass this law if they intended for this to be a
20 restatement of the law of fraud. What they intended for
21 by this is for people in residential housing situations to
22 be apprized of any known defect in a house. So it
23 wouldn't make sense to equate this statute with fraud.
24 And, of course, there's no mention of the elements of
25 fraud all the elements of fraud, and there's no mention of

1 punitive damages.

2 In any case, our Courts have long held that when an
3 issue like this arises, the Court should allow the case to
4 proceed and so that a full record could be developed in
5 the event that clarification of the legislature's intent
6 were necessary by appeal. So novel questions of law, if
7 this is indeed novel, which I don't think it is, I think
8 it's obvious they intended to create a new right would not
9 be decided on the -- at the directed verdict stage.

10 Your Honor, in regard to the home inspector's report,
11 and it's in evidence now over my objection, the only thing
12 the home inspector said that touched on the items of
13 damage is that he observed some previous evidence of
14 standing water. And he went on to say that there were no
15 leaks evident and he was there at a time of light rain.
16 So the quantity and extent of the leakage would be
17 important. And, besides, the only other thing he
18 mentioned is he did find evidence of a previous use in the
19 facility of the use of the fuel oil. So, there is
20 ample -- there's ample damages in regard to the other
21 things that are described in item two.

22 I also think that -- excuse me, exhibit two. The
23 rotted out garage door, the rot underneath the pool house
24 and the garage apartment, the plumbing problems that were
25 not disclosed, et cetera. So there's plenty of damages

1 and a jury should be the one that determines the amount of
2 damages and the quantity of damages that have in fact been
3 proven. It's not the province of a court. There's
4 certainly some evidence of damage reasonably related to
5 the nondisclosures. So, we're of the opinion that the
6 plaintiff's motion should be -- or the defendant's motion
7 for directed verdict should be denied. I reiterate the
8 arguments I previously made relative to the cases on
9 reliance, where reliance upon the representations is
10 always a jury issue.

11 THE COURT: All right. Let me tell you. I do think
12 the statute creates a separate cause of action because of
13 the way it's written. The problem I had after listening
14 to the testimony yesterday were twofold. One, 27-50-80
15 does create, I think, an obligation on the part of
16 purchaser to inspect. In fact, that's the caption.
17 Obligation of Purchaser to Inspect. It says, "This
18 article does not limit the obligation of a purchaser to
19 inspect the physical condition of a property and
20 improvements that are subject of a contract covered by
21 this article."

22 And in effect, that would be the reliance portion of
23 the fraud. I have a problem with that.

24 And also the statute says that the seller is liable
25 for actual damages proximately caused to the purchaser and

1 court costs. With the sale of the property being \$143,000
2 more, I suppose the actual damages would be, there could
3 be an allegation it would have been 143,000 more plus the
4 amount of actual damages that he spent. But I think
5 that's stretching it. There is no case law that I can
6 find on point. But I think the 27-50-80 creates an
7 obligation for the purchaser to inspect.

8 And factually what happened, you have somebody that
9 fills out this form, then there's a home inspection report
10 that was either paid for, I think the testimony was either
11 by the plaintiff or by plaintiff's real estate agent.
12 There was some testimony it was least ordered by someone
13 on behalf of the plaintiff. And then testimony that it
14 was never read. So the question in my mind becomes
15 whether or not 27-50-80 comes into play and also whether
16 or not then the damages are proximately caused by the
17 purchaser.

18 I came in this morning and looked and looked and
19 agonized over this. I'm going to direct a verdict. I
20 understand you may disagree with that. I just, you know,
21 the damages are a problem, and obligation. The testimony
22 yesterday from the plaintiff was that he never read the
23 report. And I understand it was given to him on the date
24 of the closing; but at some point if he'd read the report,
25 those issues were at least addressed enough so that 27-50

1 comes in and his obligation to inspect comes into play.
2 Also I think the testimony yesterday was that he hadn't
3 been to the property since the contract was signed.

4 So, you're protected on the record. Somebody may
5 have to tell me I'm wrong. It wouldn't be the first time.
6 You're protected on the record.

7 MR. PRUITT: I might add, some damages are not
8 indicated on the inspection report. I don't know whether
9 your Honor read it or not; but there are certainly some
10 that are not covered by those. The inspection report, as
11 far as I'm concerned, talked about the buried oil tank and
12 water leaks. Of course, we haven't made any claim for
13 damages in regard to the water leaks, and the buried oil
14 tank is only one element of the damages that we presented.

15 THE COURT: Yeah, I understand. I'm assuming that if
16 that home inspector found rotten wood, that there's some
17 obligation to disclose that, based upon my review of the
18 home inspection.

19 MR. PRUITT: If he didn't, didn't find it, than the
20 purchaser or the plaintiff would have done what he needed
21 to do to perform due diligence.

22 THE COURT: And I'm not so sure that the home
23 inspection report doesn't create a whole new issue on
24 failure to disclose that stuff. That's not for me to
25 decide now. I understand your argument.

1 This is a -- this is sort of a strange factual
2 situation. The sale of that property subsequent to this
3 lawsuit being filed I think really clouds the damages
4 issue. Thank you. You did a good job, both of you.

5 MR. THRELKELD: You need an order on that?

6 THE COURT: Yeah. If you don't mind.

7 * * * * * END OF REQUESTED TRANSCRIPT OF RECORD * * * * *

1 CERTIFICATE OF REPORTER

2
3
4 STATE OF SOUTH CAROLINA)5 COUNTY OF ANDERSON)
6
7

8 I, Donna M. Brady, Official Court Reporter for the
9 Tenth Judicial Circuit of the State of South Carolina, do
10 hereby certify that the foregoing is a true, accurate and
11 complete Transcript of Record of the proceedings had and
12 evidence introduced in the trial of the captioned case,
13 relative to appeal, in the Court of Common Pleas for
14 Anderson County, South Carolina, on the 30th day of July,
15 2007.

16 I do further certify that I am neither of kin,
17 counsel nor interest to any party hereto.
18

19 October 15, 2008
20

21
22 Donna M. Brady
23 Donna M. Brady
24 Circuit Court Reporter
25



100 yr old

#1



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNER

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 exemptions may be found in Section 27-50-30.
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 conditions 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: TS Seller _____ Date: 5/18/04 Buyer _____ Date _____
Rev. 1/03

Page 1 of 4

AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU KNOW OF ANY PROBLEM, MALFUNCTION OR DEFECT WITH ANY OF THE FOLLOWING?

	Yes*	No	Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ 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 (outlets, wiring, panel, switches, fixtures, etc)?	☐	☒	☐
5. Plumbing system (pipes, fixtures, water heater, etc.)?	☐	☒	☐
6. Heating and/or air conditioning? a. Heat source: furnace ~~off~~ 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 <u>3yrs</u> cooling unit <u>15yrs</u>	☐	☐	☐
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/county ~~community~~ system ___ private well ___ b. water pipes are: copper ☒ galvanized ___ PVC/CPVC ___ polybutelene ___	☐	☒	☐
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. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? 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: AT Seller _____ Date: 5/18/04 Buyer: BC Date: _____

Page 2 of 4

REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOCATION OF OTHER IMPROVEMENTS AND FIXTURES LOCATED THEREON, I HAVE KNOWLEDGE OF:

- | | Yes* | No | No Representation |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 13. Room additions or other structural changes? | ☒ | ☐ | ☐ |
| 14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), 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, tenancies, judgments, tax or other liens, proposed assessments or notice 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 SET THE REASON(S) IN WRITING FOR YOUR EXPLANATION IN THE SPACE PROVIDED FOR PROFESSIONAL REPORTS.

#13 heat & air was run to glass porch when it was enclosed
 #14 Asbestos is present in basement
 #12 pool has new pump - needs liner - estimated cost of \$3,000 from Fun Blue Pools in Greenville -

Initials KS Seller KS Date 5/10/03 Buyer KS Date 5/10/03

Page 3 of 4

Rev. 1/03

(245) "Yes" explanations continued:

NEW ROOF, shingles on house, garage & cookhouse - new gutters
50 Replacement Windows - outside window - new gas heating
system - house recently painted outside - new fencing - new deck
floored above double garage - wiring & plumbing is updated -
added main level laundry connections - basement also equipped
for laundry

Owner(s) Acknowledgement

Property Address: 2208 East North Ave.

The property is currently: owner-occupied ☐ leased ☐ in an estate ☐ in foreclosure ☐
vacant ☐ (If vacant, how long?) _____

Owner's Name(s): Kathleen Thomason (But)

Owner(s) acknowledge having examined this statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Kathleen Thomason

Date: 5/18/04

Owner Signature: _____

Date: _____

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 inspections 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: S. Coake

Date: 6.9.4

Purchaser Signature: Robert V. Coak

Date: 6/9/4

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

#2

ROBERT & SUSAN COAKE
2208 E. NORTH AVE., ANDERSON, SC 29625

ESTIMATE OF REPAIRS AND REMODELING

New sod for yard and fertilizing:	\$1500.00
Gardening to clean up after purchase:	\$800.00
Claw foot tub to make the 1/2 bath a full:	\$450.00
Plumbing to Mike Gable:	\$180.00
Finishing apartment (fixtures, paint, carpet, etc.):	\$3000.00
New windows in apartment:	\$300.00
Garage door repair to wood rot, paint, labor:	\$800.00
Pool house-plumbing, handles, elect. & sink repair:	\$500.00
Misc. repairs by Chris Gable per relocation with Altair:	\$450.00
Wood rot repairs to apartment, pool house:	\$3800.00
Painting of wood repairs:	\$500.00
Tree removal:	\$1000.00
Kitchen remodel costs for labor and supplies, cabinets:	\$7500.00
Kitchen sink, stove, oven, disposal, electrical, handles, paint, chandeliers and wine cooler:	\$6000.00
Kitchen granite counter tops:	\$3585.00
~~Drainage and filling of oil tank:~~	~~\$2040.00~~
Remodel upstairs full bath (fan, electric, fixtures, paint):	\$1000.00
New light fixtures upstairs in hallway:	\$300.00
~~New alarm system wired in house, pool house, garage:~~	~~\$2500.00~~
New paint, fans w/ lights to play room and son's room:	\$2000.00
Repair plumbing and put clean out at house:	\$185.00
TOTAL:	\$38,390.00

Highlighted expenses total \$5,550.00

~~3,640.00~~
 \$7,590.00
 2,500.00
~~1,000.00~~
10,090.00

JH

ROCKMILL CONSTRUCTION, INC.
215 Carter Rd.
Anderson, SC 29625
(864) 222-3647

REPAIR SHEET

Susan & Robert Coake
2208 E. North Ave.
Anderson, SC 29625

Removal and replacement of all existing seals and floor joists due to termite and water damage in guest apartment.

Removal of all floor joists and 1 X 4 decking on existing porch of pool house due to termite and water damage.

Installation of all seals, floor joists and underlayment in apartment.

Installation of all floor joists and 1 X 4 decking on porch of pool house.

Labor: \$1,300.00

Materials: \$2,500.00

Total: \$3,800.00

Susan C. Coake
Susan C. Coake, Owner

Chris Gable
Chris Gable, Owner/Operator



John

E. A. Rove

STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

- NOT TO BE COMPLETED BY THE SELLER**
1. South Carolina Code of Laws Title 27 Chapter 50 Article 1 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 exemptions may be found in Section 27-50-30.
 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 conditions 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 Seller Buyer

Page 1 of 4 Form 230

STATEMENT OF THE PROPERTY HEREIN REPRESENTED TO YOU BY THE SELLER
BASED ON THE INFORMATION FURNISHED BY THE SELLER AND NOT ON THE BASIS OF AN INSPECTION

	Yes*	No	Representation
	☐	☒	☐
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ☒ wood ☒ composition/hardwood ☐ vinyl ☒ synthetic stucco ☐ b. Approximate age of structure <u>90+</u>	☐	☒	☐
2. Roof (leakage or other problem)? a. Approximate age of roof covering <u>1 yr.</u>	☐	☒	☐
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	☐	☒	☐
4. Electrical system (outlets, wiring, panel, switches, fixtures, 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 <u>4 yrs</u> /cooling unit <u>12-15 yrs.</u>	☐	☒	☐
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/county ☒ community system ☐ private well ☐ b. water pipes are: copper ☒ galvanized ☐ PVC/CPVC ☒ polybutelene ☐	☐	☒	☐
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.)? <u>none</u>	☐	☐	☐
10. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? 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? <u>doesn't work</u> 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: Seller Buyer

Page 2 of 4 Form 230

DISCLOSURE OF FACTS KNOWN TO THE SELLER CONCERNING THE PROPERTY AND THE TRANSACTION

	Yes*	No	No Representation
13. Room additions or other structural changes?	☐	☐	☐
14. Environmental hazards (substances, materials or products) including <u>asbestos</u> , formaldehyde, radon gas, methane gas, <u>lead-based paint</u> , <u>underground storage tank</u> , toxic mold or other hazardous or toxic material (whether buried or covered), 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, tenancies, judgments, tax or other liens, proposed assessments or notice 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 ARE PROVIDING THIS INFORMATION TO THE ABOVE QUESTIONS, PLEASE INDICATE TO WHOM YOU ARE PROVIDING THIS INFORMATION AND AT WHAT LOCATION AND DATE.

Lead-based paint
asbestos on some pipes
tank underground
attic fan motor needs replacing

Initials: ___ Seller ___ Buyer

Page 3 of 4 Form 230

CONTRACT OF SALE

DATE: A Contract to purchase is offered this 6th day of June, 2004
by Susan Cooke + Robert Cooke
to OWNER OF RECORD

PURCHASER
SELLER

OFFER AND DESCRIPTION: Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any, located in ANDERSON County, South Carolina, and being described as follows:
Street 2208 E NORTH AVE City ANDERSON Zip 29625
Subdivision N/A Tax Map# 122-11-05-12 Legal Lot#

PRICE: The sales price is \$ 299,900 Two hundred ninety nine thousand nine hundred

FINANCING: FHA VA CONVENTIONAL X CASH OTHER TERMS

CONTINGENCY: This offer is contingent upon:

(X) The Purchaser obtaining financing as indicated above.

() The Purchaser completing the sale and closing of Purchaser's home located at
House is now under contract and due to close on or before

CONVEYANCE AND CLOSING DATE: Seller agrees to convey by marketable title and deliver a proper general warranty deed free of encumbrances, except subject to all reservations, easements, right of way, and restrictive covenants of record or on the premises (provided they do not make the title unmarketable) and to all government statutes, ordinances, rules and regulations. Closing costs shall be paid according to custom in the locality or as specifically hereinafter set forth. The deed shall be prepared in the name of TO BE DETERMINED and delivered at the offices of TO BE DETERMINED or stipulated place of closing, and transaction closed on or before 30 DAYS AFTER ACCEPTANCE

EXTENSION AGREEMENT: Time is of the essence. However, if the sale has not closed within the stipulated time limit of this Contract, because a contingency has not been satisfied, through the fault of neither party, then both parties agree to extend said Contract for a period not to exceed 14 days from the date designated for original closing. Seller Purchaser

POSSESSION: Possession of said premises will be given Purchaser on or before CLOSING

LOAN PROCESSING: It is understood that the Purchaser will advance, in addition to the earnest money, the necessary money to process any financing. Purchaser also agrees to apply for financing as called for above, from the institution of his choice, within 5 days from the date of execution of this Contract and to provide all documents or information requested by the lending company in a prompt and timely manner. Purchaser will take any action which is needed or requested by the Lender to process the loan application. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's credit-worthiness or any other information needed for the loan processing to the listing or selling broker(s) and agent(s).

EARNEST MONEY: The binder payment shall be held in escrow by Reverend Faith H.S. Broker does not guarantee payment of the binder check or guarantee the marketability of title and it is specifically agreed Seller and Purchaser that the binder check shall not be deposited until this contract has been signed by both parties. Check: Cash Amount of Binder Payment: \$ 2000 Two Thousand dollars (per acceptance)

CLOSING COSTS: Purchaser & Seller shall pay customary and normal closing cost in the area where property is located, unless otherwise agreed herein and noted below: Seller to pay \$3000 towards closing costs.

IMPROVEMENTS, FIXTURES, ETC.: This sale includes all improvements, fixtures, appurtenances and unless otherwise noted and certain additional property hereinafter stated. (Other items may be sold separately by Bill of Sale.) N/A

ADJUSTMENTS: Taxes, water, sewer charges, fuel oil, electricity, rents as when collected, and other assessments, including homeowners association fees, shall be adjusted as of the date of closing. Tax prorrations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis.

NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of South Carolina Code section 12-9-310 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

FIRE OR CASUALTY: In case this property is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Purchaser or Seller shall have the right for ten (10) days after notice of such to terminate this Contract. Upon such termination, the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder. If neither Purchaser or Seller elects to terminate the Contract, the parties shall proceed hereunder.

DEFAULT: If the Purchaser defaults under this Contract, the earnest money hereunder shall be paid to the Seller as damages, (subject to the Seller's obligation to the listing Broker pursuant to the listing agreement) and the Seller shall have the option of (1) pursuing all legal and equitable remedies available or (2) of terminating this Contract with neither party having any further rights hereunder. If the Seller defaults under this Contract, the earnest money shall be returned to Purchaser, and Purchaser shall be reimbursed by Seller for all actual costs incurred, including but not limited to loan application fees, credit reports, appraisal fees, surveys, and costs of title examination, and the Purchaser shall have the option (1) of pursuing all legal and equitable remedies available or (2) terminating this Contract with neither party having any further rights hereunder. In the event either party brings any legal action to enforce the provisions of this Contract, the prevailing party shall be entitled to recover reasonable legal fees and costs from the losing party.

SURVEY, TITLE EXAMINATION AND INSURANCE: The listing and selling broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made, that Purchaser select an attorney to examine the title to the property and that Purchaser obtain appropriate insurance coverage, including but not limited to that required by the lender, effective with the time of closing.

GOOD FUNDS AT CLOSING: If requested by the closing attorney or institution the Purchaser may be required to have cashier's check or certified funds when completing this transaction.

CONDITION OF PROPERTY: (a) EXCEPT AS A NEW HOME BEING SOLD BY THE BUILDER, THE PURCHASER ACKNOWLEDGES THAT SELLER, EXCEPT AS PROVIDED IN SUB-PARAGRAPHS (b)-(g) OF THIS SECTION, GIVES NO GUARANTEE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR TO THE CONDITIONS OF OR EXISTENCE OF IMPROVEMENTS, SERVICES, APPLIANCES OR SYSTEMS

1st Page Initialed By: Seller(s) Purchaser(s)

THERE TO, OR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR IMPROVEMENTS THEREOF, AND ANY IMPLIED WARRANTY IS HEREBY DISCLAIMED BY THE SELLER.

(b) Where applicable Purchaser acknowledges that they have received and reviewed the attached Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards-Addendum for Agreement to Buy and Sell Real estate attached hereto (which has been completed by Seller), which is incorporated herein by reference. Purchaser also acknowledges that they have received and reviewed a booklet entitled "Protect Your Family from Lead in Your Home" published by the U.S. Environmental Protection Agency (EPA) and the United States Consumer Product Safety Commission, Document No. EPA 747-K-94-001, dated May, 1993.

(c) Where applicable Purchaser reserves the right to inspect the property, or, at his expense, to have the subject property inspected with fifteen (15) days of the date of this Contract by a home inspector, or other qualified professional, including a professional qualified to inspect for hazardous substances, including but not limited to, lead paint, lead-based paint and/or radon gas. Seller will make the property accessible for and will cooperate with conditions for such inspection or testing. In the event repairs are necessary to place the heating system, air conditioning, plumbing, electrical system and any appliances to be conveyed in operative condition, to make the roof and basement free of leaks and the dwelling structurally sound, or to correct the presence of any hazardous substances in excess of the EPA standards for a habitable dwelling, the Seller shall be notified in writing and provided a copy of any inspections and reports within fifteen (15) days after both parties have signed this Contract. Seller agrees to place the heating system, air conditioning, plumbing, electrical system and any appliances to be conveyed in operative condition, to make the roof and basement free of leaks and the dwelling structurally sound, and to correct the presence of any excessive hazardous substances, including the presence of lead-based paint and/or lead contamination, subject to the limitations below. The aforementioned shall be done on or before the closing or possession, whichever occurs first.

(d) After any inspection by Purchaser and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed, in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first.

(e) Seller represents that the property is connected to (X) public sewer system or to () a septic tank; and to (X) public water system, or to () well system.

(f) The property is sold with the following additional stipulations: SATISFACTORY HOME INSPECTION

(g) Seller agrees to deliver the property free of debts and in a clean condition.

(h) The cost of all repairs and treatments are to be negotiated.

HOME WARRANTY: It is understood that a third party home warranty () will (X) will not be issued at closing. If applicable, the premium will be paid at closing by SA

THE seller shall, at his expense, have the property inspected and shall obtain a wood infestation report from a licensed and bonded structural pest control operator. If any infestation, structural damage, or excessive moisture is found, the Seller agrees to have it corrected, at Seller's expense, subject to sub-paragraph (h) above.

DISCLAIMER BY BROKERS AND AGENTS: THE PARTIES ACKNOWLEDGE THAT THE LISTING AND SELLING BROKERS(S) AND THEIR AGENT(S): (1) MAKE NO REPRESENTATION AND GIVE NO GUARANTY OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR AS TO THE CONDITION OF OR EXISTENCE OF IMPROVEMENTS, SERVICES OR SYSTEMS THERETO, INCLUDING BUT NOT LIMITED TO LEAD BASED PAINT, LEAD CONTAMINATION, TERMITE DAMAGE, ROOF, BASEMENT, APPLIANCES, HEATING AND AIR CONDITIONING SYSTEMS, PLUMBING, SEWAGE, ELECTRICAL SYSTEMS AND THE STRUCTURE; (2) MAKE NO REPRESENTATION AND GIVE NO WARRANTY, EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR SUCH IMPROVEMENTS THERETO AND ANY IMPLIED WARRANTY IS HEREBY DISCLAIMED; (3) MAKE NO REPRESENTATION AND GIVE NO WARRANTY AS TO TITLE; (4) MAKE NO REPRESENTATION AND GIVE NO GUARANTY OR WARRANTY CONCERNING (a) ANY CERTIFICATION OR INSPECTION CONCERNING THE CONDITION OF THE PROPERTY, (b) ANY MATTERS WHICH WOULD BE REFLECTED BY A CURRENT SURVEY OF THE PROPERTY, AND (c) THE ACCURACY OF THE PUBLISHED SQUARE FOOTAGE OF THE PROPERTY.

ENTIRE CONTRACT; BINDING CONTRACT: The parties agree that this written Contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the Contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns, unless there is a written addendum hereto signed by all parties.

EXPIRATION OF OFFER: The offer from Purchaser shall be withdrawn at 7 o'clock P. on June 8, 2004 unless accepted by Seller in written form prior to such time.

REMARKS: NA

Addendum Attached YES NO X

If Purchaser and Seller both initial this sentence, each agrees that receipt of a signed contract by telecopy (FAX) will be the same as receipt of an original signed contract. Seller _____ Purchaser _____

THIS IS A LEGALLY BINDING CONTRACT. PURCHASER AND SELLER SHOULD SEEK LEGAL ADVICE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH PURCHASER AND SELLER ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS CONTRACT. SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATED HEREIN.

<u>[Signature]</u> Witness as to Purchaser	<u>June 8, 2004</u> Date	<u>[Signature]</u> Purchaser	LS	SSN
<u>[Signature]</u> Witness as to Purchaser	<u> </u> Date	<u>[Signature]</u> Purchaser	LS	SSN
<u> </u> Witness as to Seller	<u> </u> Date	<u> </u> Seller	LS	SSN
<u> </u> Witness as to Seller	<u> </u> Date	<u> </u> Seller	LS	SSN
<u> </u> Listing Office	<u> </u> Listing Agent	<u> </u> Telephone Number	<u> </u> Fax Number	
<u> </u> Selling office	<u> </u> Selling Agent	<u> </u> Telephone Number	<u> </u> Fax Number	

Rev 6/97

(2)

This contract approved for use by members of the Anderson Association of REALTORS®, Inc. Cannot be modified, copied without permission of the Board of Directors of the MLS/Association.

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Acknowledgment of
Relationship Disclosure
NOT A CONTRACT

Susan Cook + Robert Cook
(Seller or Buyer)
David Williams
(Licensee)
Denise Bartholomew
(Brokerage Company)

As a potential Seller or Buyer of real estate, I understand and agree that when working with Brokerage Company/Licensee I will be:

- ☐ Customer
- ☐ Seller/Client - Brokerage Company/Licensee is agent for my property located at:

☒ Buyer/Client - Brokerage Company/Licensee is my agent

Seller/Client or Buyer/Client acknowledges that after entering into our written agency agreement, agent might request a modification in order to act as a dual agent in a specific transaction. If asked:

Yes ☒ 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 I agree, I will execute a separate written consent agreement.

Brokerage Company/Licensee has provided me a meaningful explanation of agency and I have been given a completed copy of this Acknowledgment of Relationship Disclosure.

(Seller or Buyer)

(Date)



ADVANTAGE INSPECTION - UPSTATE, INC.
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TOLL FREE: 888-795-BEST(2378)
email: advantageupstate@charter.net
www.advantageinspection.com



Home Inspection Report

Client Information

First Name: SUSAN

Last Name: COAKS

Address:

City:

State: FL Zip:

Phone: 407-862-7156

Property Inspected

First Name:

Last Name:

Address: 2208 EAST NORTH AVENUE

City: ANDERSON

State: SC Zip:

Phone:

Realtor: DAVID WILLIAMS

Phone: 225-1202

List Realtor: CAROLA DAUCHERT

Phone: 225-1202



INSPECTION NUMBER # 24180BD2

Please Note:

**One Or Two Of The Following
Summary Pages May Be Left Blank.**

**This Is Not In Error And Is A
Result Of Converting A Dynamic
Summary Page Into A Pdf File.**

0062

REAL ESTATE INSPECTION AGREEMENT PAGE 2 OF 2

WRITTEN OR ELECTRONIC INSPECTION REPORT: The Company will render a written and or electronic inspection report outlining the condition of items inspected as they existed at the time of the Inspection (the "Report"). The Report will contain the opinions of the Inspector which opinions may change should conditions change which affect the items inspected. Although code compliance and engineering evaluation are specifically excluded from the Inspection, some codes may be used as a reference or basis for the opinion of the Inspector. The inspection services to be provided are further defined and limited by the Report and any attachments thereto. The Company will provide the Report to the Client, or Client's authorized representative (person(s) ordering inspection, submitting payment, or otherwise designated to represent the Client). Distribution of copies of the Report to other parties will be at Client's direction, or as otherwise specified by law. The Report will not be released until payment is received by the Company.

CLIENT RESPONSIBILITY: The Client is responsible for arranging access to the structure to be inspected and is responsible for insuring that all utilities are operational prior to the scheduled Inspection. The attendance of Client during the Inspection is encouraged however Client acknowledges that attendance at the inspection is at the Client's or any other attending party's own risk.

GENERAL STATEMENTS AND AGREEMENTS THAT APPLY TO HOME INSPECTIONS: Before completion of any contractual agreements on the Property, Client should obtain second opinions or cost estimates by appropriate specialists on items where performance may be reported as questionable, in need of repair or servicing or unsafe. It is specifically understood and agreed that the Inspection Company and the Clients are bound only by the terms and conditions of this Agreement and have not relied on any other representations, oral or otherwise.

DISCLAIMER OF WARRANTIES AND GUARANTEES - The inspection company or inspector(s) make no guarantee or warranty as to any of the following:

1. That all repair needs and hazards have been discovered or disclosed in accessible or inaccessible areas.
2. That inspection company or the inspector will pay for the repair of undiscovered problems or conditions.
3. That any of the items inspected are designed or constructed in a good or workmanlike manner.
4. That any of the items inspected will continue to perform in the future as they are performing at the time of inspection.
5. That the building will not experience or contain wood destroying insect activity or damage.
6. No guaranty or warranty of merchantability or fitness of use of the condition of the property.

LIMITS OF LIABILITY: Home inspections are not insurance and do not provide protection against unexpected conditions or repair /replacement needs and costs. The Client acknowledges that there are risks involved in purchasing property, and while the ordering of a home inspection may reduce the risks, risk cannot be eliminated. Client acknowledges that the Company is not an insurer and does not insure against defects in the Property. The maximum liability of the Company or its employees for errors and omissions in the inspection process shall be limited to the amount of the fee paid for the applicable inspection. Client agrees to pay all legal expenses and reasonable compensation for loss of time that may be incurred by any inspector, owner or employee of the Company as a result of any legal action brought by the Client where the Client does not prevail. Client understands that comprehensive inspections may be available from other companies.

DISPUTE RESOLUTION: Should a concern or dispute arise over the condition of an inspected item after the date of the inspection, Client agrees to notify the Company in writing within fourteen (14) days of the discovery of the condition and provide the Company with the opportunity to re-inspect the disputed item and document any concerns prior to the commencement of repair or replacement work. Notwithstanding the above, immediate repairs should be made regardless of whether or not the Company has been given the opportunity to re-inspect a condition should circumstances warrant immediate repair. However, Client's failure to give the Company notice and the opportunity to re-inspect an item where immediate repairs are not required to protect life or property shall preclude Client from pursuing a claim against the Company for that item. In no event shall any action be brought against the inspection company for a breach of this Agreement at any time beyond one (1) year after the date of this Agreement.

MISCELLANEOUS - Entire Agreement: This Agreement, and the Inspection Report issued by the Company, constitutes the sole Agreement between Client and the Company. **Third Party Indemnification:** All services are performed and the Report are prepared for the sole and exclusive use and benefit of the Client. The Report is not intended for the use or benefit of anyone other than the Client and no third party shall have any right arising from the Inspection or the Report. Reports are non-transferable and may not be relied upon by other parties without the written consent of both the Client and the Company, unless otherwise specified by law. In consideration of the Company furnishing the Report, Client will indemnify and hold the Company harmless from any claims, demands or costs as a result of any third party demand or claim arising out of the Inspection or the Report. **Applicable law:** This report shall be construed under the laws of the state in which the inspection was performed. **Seller's Disclosure:** The Report will be supplemental to any real estate transfer or seller's disclosure statement and shall not be used as a substitute for such disclosure statements. Wherever there is a reference herein to the Client, the singular includes the plural and the masculine includes the feminine and the neuter. By signing below, I acknowledge that I have read this Agreement, that I understand the terms and conditions hereof and I agree to be bound by these terms and conditions.

The Client agrees to allow the inspection company to upload the client's inspection report to inspectornetwork.com for data storage / backup and for confidential online distribution at the client's direction.

CLIENT(S): _____ DATE: _____

REAL ESTATE INSPECTION AGREEMENT PAGE 1 OF 2

SCOPE OF INSPECTION SERVICES (What we WILL inspect): The Company will perform a limited visual inspection (the "Inspection") which will include the following items if present and accessible. These items are generally accepted as "standard" inspection components" required by most nationally recognized inspector associations and regulatory agencies:

General Information: Persons present during the inspection; approximate age of the structure; construction type and style; weather and soil conditions; residence type; number of stories; approximate house orientation; general lot description.

Grounds: Grade/drainage; yard drains; walks and driveways; landscaping; patio/slabs; outside lighting; trees/limbs; fences/gates; outside faucets; retaining walls.

Exterior: Siding; siding cracks; shutters; trim rot; paint and caulking; fascia; soffit/eaves; porch, porch rails; stoop; stoop rails; deck; deck rails; doors; sliding door(s); garage; garage door opener; windows.

Roof: Materials: Roof style; flashing and roof penetrations; skylights; gutters; downspouts; splash blocks; roof framing; ceiling joists; roof decking; water penetration, whole house fan; ventilation; insulation; attic access.

Fireplace: General condition; gas logs; damper; chimney condition; flue liner.

Foundation - Basement: Accessible areas; moisture penetration; piers; foundation walls; floor joist and sills; girders; subfloor; floors/slabs; insulation; Crawlspace: Accessible areas; moisture penetration; sump pump; vapor barrier; piers; foundation walls; floor joist and sills; girders; subfloor; ventilation; insulation. Slab condition: Viewable components.

Electrical: Service entrance; service wires- size and types; grounding equipment; main panel; sub panels; over current protection; ground fault protection; 110 volts and 220 volt circuits; receptacles; light fixtures and switches; safety concerns.

HVAC - Heating: Unit manufacturer; model number; serial number; location; air temperature rise; general condition; heating unit description; energy source; system type; total capacity; approximate age. **Cooling:** Unit manufacturer; model number; serial number; air temperature drop; general condition; cooling unit description; energy, location; total capacity; approximate age.

Plumbing: Water supply; well pump; water shut offs; water pressure; water pipes; water pipe support; water pipe insulation; water heater; waste water disposal; waste and vent pipes; waste pipe support; plumbing fixtures; kitchen sink; laundry connections; dryer exhaust; bath rooms.

Interior: Rooms/floors; walls; smoke alarms; ceilings; stairs; doors.

Appliances: - Permanently installed: Dishwasher; disposal; oven; range; refrigerator; trash compactor and microwave.

INSPECTION LIMITATIONS (What we WILL NOT inspect): The Inspection will be a limited visual inspection of the aforesaid items. The Inspection will not be invasive or technically exhaustive, and cannot detect latent conditions or concealed defects such as sewer line back-up or hidden structural damage. The Inspection is intended to reduce risk but will not eliminate risk. Since the Inspection will be based upon visual observations made during a limited time period, the Company will not be responsible for any condition affecting any system or component which is intermittent and not detectable during the Inspection (for example - compromised insulation seals on windows). The Inspector will not light pilot lights, activate the main water, gas or electric systems, energize electrical circuits which are shut off or are otherwise inoperable or operate any system or component which does not respond to normal operating controls.

The Inspection will not include or address the following items: code compliance, durability, environmental concerns INCLUDING MOLD, compliance with any conservation or energy standard, efficiency, fitness for purpose, flood or seismic risks, underground plumbing, future life, future performance, especially that of foundations, insurability, merchantability, obsolescence, quality, safety of any item inspected, septic systems, wells, cisterns, private water supplies water quality or volume, central vacuum systems, solar systems whether active or inactive, security systems, soils systems, lead paint, asbestos, radon, toxic mold, flammable materials, refrigerators, freezers, remote overhead door transmitters/receivers, floor coverings, wall coverings, free standing kitchen appliances, laundry appliances, water conditioners, swimming pools, spas, tennis courts, playground equipment or other recreational or leisure appliances and self-cleaning or continuous-cleaning capabilities of ovens, wood destroying organisms or insects and non-wood infesting insects such as fleas, cockroaches, bees, mites, ticks, flies, etc. Unless specifically stated, any opinion in the inspection report pertaining to aforementioned items is to be considered partial and incomplete.

0070



ADVANTAGE INSPECTION - UPSTATE, INC.
131 CAMPBELL ROAD PELZER, SC 29669
OFFICE: 864-947-2323 FAX: 864-947-4306
TOLL FREE: 888-795-BEST(2378)
email: advantageupstate@charter.net
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Attention: Each inspection company is
an independently owned and operated business.

Definition of Evaluation Headings

S= Serviceable - Items are not necessarily perfect but are functioning as designed with respect to age.

NR = Needs repair - Those items that do not function properly or adversely affect the habitability of the dwelling; or appears to warrant further investigation by a specialist, or requires subsequent observation(s).

NP = Not present - The required inspection component was not present at the time of inspection.

NI = Not Inspected - The required inspection component was not inspected or inspection was limited for some reason. An explanation of limitations should follow in the remarks column.

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DATE
06 / 28 / 2004

SIMPLY THE BEST

Invoice

BILL TO:
SUSAN COAKS
FL
DAY PHONE: 407-862-7156
OTHER PHONE:

INSPECTION ADDRESS

2208 EAST NORTH AVENUE
ANDERSON SC

INSPECTION NUMBER #

24180BD2

REALTOR

DAVID WILLIAMS

REALTOR PHONE

225-1202

DESCRIPTION OF SERVICES		AMOUNT
HOME INSPECTION (GENERAL VISUAL INSPECTION).		\$375.00
RADON SCREENING		
LEAD		
SEPTIC FLUSH & DYE TEST		
WATER TEST		
REPAIR INSPECTION		
INVOICE PAYMENT DESCRIPTION	TOTAL BILLING	\$375.00
	AMOUNT PAID	\$0.00
INVOICE DUE UPON RECEIPT.		
PAYMENT OF THE INVOICE INDICATES ACCEPTANCE OF THE STANDARDS OF PRACTICE.		AMOUNT DUE \$375.00

COMMENTS ON THE INSPECTION OR SERVICE.

PLEASE ENCLOSE A COPY OF THIS BILL OR WRITE THE INSPECTION NUMBER ON YOUR CHECK AND
REMIT TO:

ADVANTAGE INSPECTION - UPSTATE, INC.

131 CAMPBELL ROAD PELZER, SC 29669

OFFICE: 864-947-2323 FAX: 864-947-4306 TOLL FREE: 888-795-BEST (2378)

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SIMPLY THE BEST



06 / 28 / 2004

DEAR SUSAN COAKS,

I WANT TO THANK YOU FOR SELECTING US TO CONDUCT THE INSPECTION OF YOUR PROPERTY PURCHASE. WE DO OUR VERY BEST TO PROVIDE A COMPREHENSIVE INSPECTION AND REPORT. IF AFTER CAREFUL REVIEW THERE ARE ANY QUESTIONS THAT YOU WOULD LIKE TO ASK, PLEASE DO NOT HESITATE TO CALL.

WE ARE OFTEN ASKED TO REVISIT THE SITE AND CONFIRM REPAIRS WERE COMPLETED. WE ARE HAPPY TO DO THIS FOR AN ADDITIONAL FEE, PROVIDED WE ARE INFORMED WHICH OF THE DEFICIENCIES NOTED IN THE REPORT WERE AGREED UPON TO BE REPAIRED.

PAYMENT IS EXPECTED AT THE TIME OF THE INSPECTION OR AT REPORT DELIVERY. IF YOU PAID AT THE INSPECTION, A PAID INVOICE IS BOUND IN THE CLIENT COPY OF THE REPORT. IF YOU HAVE NOT PAID, PLEASE MAIL A CHECK TO OUR OFFICE AT THE ADDRESS BELOW. BE SURE TO INCLUDE THE INSPECTION NUMBER ON YOUR CHECK SO THAT PAYMENT CAN BE CREDITED PROPERLY. LATE CHARGES WILL BE APPLIED AFTER 30 DAYS.

SINCE CHANGES MAY OCCUR OVER TIME, WE ALSO OFFER AN ANNUAL FOLLOW UP INSPECTION TO DETERMINE IF ANY ADVERSE CHANGES HAVE OCCURRED IN THE MAJOR SYSTEMS OF YOUR HOME, I.E., STRUCTURAL, FOUNDATION (INCLUDING MOISTURE LEVELS), ROOF, HVAC, PLUMBING, AND ELECTRICAL. A VERBAL REPORT IS \$125.00. WE INVITE YOU TO SCHEDULE THIS INSPECTION AT ANY TIME FOLLOWING A YEAR OF OCCUPANCY.

I APPRECIATE YOUR BUSINESS AND WISH YOU WELL IN YOUR NEW HOME!

SINCERELY,

INSPECTOR



ADVANTAGE INSPECTION - UPSTATE, INC.

131 CAMPBELL ROAD PELZER, SC 29669

OFFICE: 864-947-2323 FAX: 864-947-4306 TOLL FREE: 888-795-BEST (2378)

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REPORT SUMMARY

24180BD2

INSPECTION PERFORMED FOR:
SUSAN COAKS

PHONE: 407-862-7156

PROPERTY INSPECTED

2208 EAST NORTH AVENUE
ANDERSON SC

THIS SUMMARY IS NOT THE ENTIRE REPORT. THE COMPLETE REPORT MAY INCLUDE ADDITIONAL INFORMATION OF CONCERN TO THE CLIENT. IT IS STRONGLY RECOMMENDED THAT THE CLIENT READ THE COMPLETE REPORT.

THIS SUMMARY OF COMMENTS, ORGANIZED BY SYSTEM OR COMPONENT, INCLUDES ONLY THOSE ITEMS THAT DO NOT FUNCTION PROPERLY OR ADVERSELY AFFECT THE HABITABILITY OF THE DWELLING; OR APPEARS TO WARRANT FURTHER INVESTIGATION BY A SPECIALIST, OR REQUIRES SUBSEQUENT OBSERVATION(S).

GROUND & LANDSCAPING

TYPICAL CRACKING ON WALK WAY. REPAIR/REPLACE CRACKED, SETTLED, DISPLACED WALKWAY JUST INSIDE FENCE GATE TO POOL AREA AT LEFT REAR OF HOME TO PREVENT POSSIBLE TRIPPING SAFETY HAZARD.

REPAIR/REPLACE INOPERABLE FLOOD LIGHT OVER AWNING AT STOOP AT LEFT END OF HOME, AND INOPERABLE FLOOD LIGHT AT LEFT REAR 2ND LEVEL CORNER OF HOME. REPAIR/REPLACE BROKEN, INOPERABLE POLE LIGHT FIXTURE AT RIGHT REAR OF HOME.

TRIM TREE LIMBS IN DIRECT CONTACT WITH ROOF.

REPAIR/REPLACE MISSING AND/OR BROKEN LATCHES, HANDLES FOR SEVERAL GATES AROUND HOME.

SECURE LOOSE LEFT SIDE EXTERIOR FAUCETS.

THIS SITE APPEARS TO BE REASONABLY WELL DEVELOPED. GENERALLY, WATER APPEARS TO BE DIVERTING AWAY FROM THE FOUNDATION. LANDSCAPING REQUIRES NORMAL MAINTENANCE. THERE APPEARS TO BE A BURIED OIL TANK ON THE PROPERTY AT LEFT SIDE OF HOME THAT IS CURRENTLY NOT IN USE. CHECK WITH LOCAL HEALTH DEPT. FOR PROPER DISPOSITION OF TANK. SOME COUNTIES REQUIRE REMOVAL OF TANK AND OTHERS WILL ALLOW TANK TO BE EMPTIED AND FILLED WITH SAND. RECOMMEND TRIMMING BUSHES BACK AWAY FROM HOME TO PREVENT POSSIBLE DAMAGE TO HOME AND TO ALLOW ADEQUATE VENTILATION FOR CRAWLSPACE THROUGH FOUNDATION VENTS.

EXTERIOR

SECURE LOOSE SHUTTER AT RIGHT FRONT OF DINING ROOM, VARIOUS SHUTTERS NEED SCRAPED AND PAINTED.

MAJORITY OF EXTERIOR WOOD & TRIM NEEDS PAINTING WITH PROPER PREPARATION.

INSPECTOR OBSERVED STAIN AND DETECTED MOISTURE AT BOTTOM OF FRONT WALL IN RIGHT END 1ST LEVEL BONUS ROOM, RECOMMEND CONTRACTOR EVALUATE AND CORRECT SOURCE OF WATER PENETRATION IN THIS AREA. REPLACE DAMAGED DECORATIVE BASE AROUND BOTTOM OF RIGHT SUPPORT COLUMN FOR FRONT PORCH.

SECURE LOOSE LATCH/DOORKNOB ASSEMBLY FOR FRONT STORM DOOR AND ADJUST FRONT STORM DOOR TO CLOSE/LATCH PROPERLY WITHOUT STICKING.

REPAIR/REPLACE DAMAGED, INOPERABLE FRONT DOUBLE FRENCH DOORS IN LIVING ROOM AT LEFT FRONT OF HOME. REPAIR/REPLACE DAMAGED SCREEN MATERIAL FOR STORM DOOR AT LEFT END OF HOME.

INSTALL MISSING SCREENS FOR CASEMENT WINDOWS IN RIGHT END 1ST LEVEL BEDROOM. ADJUST RIGHT REAR WINDOW IN REAR 2ND LEVEL BONUS ROOM TO CLOSE AND LOCK PROPERLY.

THE OVERALL CONDITION OF EXTERIOR COMPONENTS WAS ABOUT AVERAGE FOR THIS AGE OF HOME. RECOMMEND MAKING REPAIRS TO ITEMS NOTED ABOVE.

ROOF

REMOVE DEBRIS FROM ROOF TO PREVENT POSSIBLE WATER PENETRATION.

REMOVE DEBRIS FROM GUTTERS. REPLACE DAMAGED, BROKEN, LOOSE GUTTER AT RIGHT FRONT CORNER OF 1ST LEVEL OF HOME.

WHERE VISIBLE SHINGLES APPEAR TO BE IN GOOD CONDITION. ROOF FRAMING APPEARS CONVENTIONAL FOR THE CONSTRUCTION PERIOD. MAJORITY OF 2ND LEVEL ROOF WAS NOT VISIBLE FROM GROUND. CONSULT WITH SELLER ON AGE OF ROOF, AND IF NECESSARY, OBTAIN ROOFER TO EVALUATE CONDITION OF ROOFING SHINGLES ON HOME.

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SUMMARY # 24180BD2

ATTIC

REPAIR/REPLACE INOPERABLE WHOLE HOUSE FAN IN ATTIC, ELECTRICAL IS DISCONNECTED AND BELT OFF OF UNIT.

REPAIR/REPLACE TORN SCREEN MATERIAL FOR VARIOUS SOFFIT VENTS AROUND HOME. SUGGEST INSTALLING A THERMOSTAT CONTROLLED POWER FAN TO ALLEVIATE EXCESS HEAT DURING THE SUMMER MONTHS. ACCESSIBLE AREAS IN ATTIC WERE INSPECTED. BATHROOM EXHAUST FANS DO NOT EXHAUST OUT - TYPICAL FOR THE AGE. CURRENT STANDARD IS TO VENT TO THE EXTERIOR.

#1 FIREPLACE -

THIS COAL BURNING FIREPLACE IN 1ST LEVEL BEDROOM DOES NOT MEET CURRENT SAFETY DIMENSIONS. CONSULT A FIREPLACE SPECIALIST BEFORE USE. REPAIR MINOR CRACKING NOTED TO TILE HEARTH AT THIS FIREPLACE.

#2 FIREPLACE -

NO STANDING PILOT ON GAS LOGS - DID NOT OPERATE.

SINCE GAS LOGS ARE PRESENT, THERE IS A CLAMP ON THE DAMPER TO HOLD IT PARTIALLY OPEN.

#3 FIREPLACE -

THIS COAL BURNING FIREPLACE IN 2ND LEVEL BEDROOM DOES NOT MEET CURRENT SAFETY DIMENSIONS. CONSULT A FIREPLACE SPECIALIST BEFORE USE. REPAIR MINOR CRACKING NOTED TO TILE HEARTH AT THIS FIREPLACE. FOR LONG TERM SAFE OPERATION, RECOMMEND YOU HAVE SERVICED BY A CHIMNEY SWEEP TO INCLUDE BUT NOT LIMITED TO THE ITEMS OUTLINED ABOVE. REPORT LIMITED TO AN INTERIOR VISUAL INSPECTION OF THE FIRE BOX & FLUE AND EXTERIOR CHIMNEY. GAS LOGS DID NOT HAVE A STANDING PILOT AND WAS NOT TESTED - CONSULT OWNER FOR PAST PERFORMANCE OF LOGS.

FOUNDATION

CRAWL SPACE INSPECTION LIMITED IN THOSE AREAS CONCEALED BY DUCT WORK, PLUMBING PIPES AND LOW OR INACCESSIBLE AREAS. AREA UNDER FRONT AND LEFT OF HOME ONLY VIEWED FROM DISTANCE WITH FLASHLIGHT DUE TO LOW HEIGHT, HVAC DUCTS, PLUMBING PIPES, ETC.

INSPECTOR OBSERVED STANDING WATER IN AREA OF LAUNDRY CONNECTIONS IN CRAWLSPACE, NO LEAKS EVIDENT, CONSULT PLUMBER AND/OR MOISTURE CONTROL TECHNICIAN.

REPAIR/REPLACE INOPERABLE SUMP PUMP IN CRAWLSPACE.

THE CRAWL SPACE WAS DAMP AT THE TIME OF INSPECTION. SUB STRUCTURE FRAMING APPEARED CONVENTIONAL FOR THE CONSTRUCTION PERIOD.

ELECTRICAL

WIRE SIZE AND DISTRIBUTION VARIED WITH MANY "HOMEOWNER" TYPE REPAIRS EVIDENT. RECOMMEND YOU CONSULT WITH AN ELECTRICIAN FOR NEEDED REPAIRS TO MEET TODAY'S STANDARDS. THIS HOME APPEARS TO HAVE SOME KNOB AND TUBE WIRING IN ATTIC WHICH IS UNGROUNDED AND GENERALLY ANTIQUATED. RECOMMEND YOU CONSULT WITH AN ELECTRICIAN FOR SYSTEM UPGRADES.

TWO PRONG RECEPTACLES ARE NOT GROUNDED. THE RECEPTACLES ARE TYPICAL FOR THE AGE FUNCTIONAL BUT DO NOT MEET CURRENT STANDARDS. SOME ORIGINAL 2 PRONG RECEPTACLES HAVE BEEN REPLACED WITH 3 PRONG RECEPTACLES AND HAVE NOT BEEN GROUNDED. CONSULT WITH ELECTRICIAN FOR MEASURES NEEDED SO RECEPTACLES MEET CURRENT STANDARD.

REPAIR/REPLACE INOPERABLE LIGHT OVER KITCHEN SINK AND OVER COUNTERTOP AT RIGHT SIDE OF KITCHEN, INOPERABLE LIGHT IN 1ST LEVEL LEFT REAR BEDROOM, IN RIGHT REAR 1ST LEVEL BATH, INSTALL MISSING LIGHT FIXTURES IN 1ST LEVEL MASTER BATH.

INSTALL MISSING WALL MOUNTED LIGHT FIXTURES AT REAR WALL IN DINING ROOM OR INSTALL COVERS FOR THESE OPEN JUNCTION BOXES. ALTHOUGH TYPICAL FOR CONSTRUCTION PERIOD, CLOSET LIGHTS ARE TOO CLOSE TO SHELVES. POSSIBLE FIRE HAZARD. RECOMMEND INSTALLING GLOBES ON BULBS OR FLUORESCENT FIXTURES.

INSTALL A CLOSED JUNCTION BOX FOR TAPED WIRE SPLICE AT DISPOSAL UNDER KITCHEN SINK, MISSING COVERS FOR OPEN JUNCTION BOXES IN 1ST LEVEL MASTER BATH. INSPECTOR OBSERVED VARIOUS OPEN, LOOSE JUNCTION BOXES, TAPED/OPEN WIRE SPLICES IN CRAWLSPACE, RECOMMEND ELECTRICIAN EVALUATE AND CORRECT AS NECESSARY.

SOME ALUMINUM BRANCH WIRING NOTED AT TOP TWO BREAKERS IN SUBPANEL IN CABINET IN 1ST LEVEL HALL, RECOMMEND ELECTRICIAN EVALUATE & CORRECT AS NECESSARY. INSTALL MISSING GLOBE FOR LIGHT IN REAR 2ND LEVEL BONUS ROOM. WIRE SIZE & DISTRIBUTION IS TYPICAL FOR RESIDENTIAL, WIRING TECHNIQUES AT TIME OF CONSTRUCTION. SOME OF ELECTRICAL SYSTEM IN HOME APPEARS TO HAVE BEEN PARTIALLY UPDATED, RECOMMEND ELECTRICIAN EVALUATE ELECTRICAL SYSTEM, COMPLETE NECESSARY REPAIRS OR UPGRADES TO MEET TODAY'S STANDARDS & TO INSURE SAFE AND PROPER OPERATION OF ELECTRICAL SYSTEM IN HOME. REPAIR OR REPLACE INOPERABLE DOORBELL IN HOME.

HEATING UNIT # 1 -

THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON THE FURNACE SERVING THE 1ST LEVEL WAS WITHIN NORMAL LIMITS.

CONDENSATION DRAINS ARE EXTENDED TO CATCH BASIN WHERE SUMP PUMP IS LOCATED IN CRAWLSPACE, THESE DRAIN LINES SHOULD EXTEND TO EXTERIOR OF CRAWLSPACE, CONSULT HVAC TECHNICIAN.

HEATING UNIT # 2 -

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SUMMARY # 24180BD2

THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON THE FURNACE SERVING THE 2ND LEVEL WAS WITHIN NORMAL LIMITS.

CONDENSATION DRAINS ARE EXTENDED TO CATCH BASIN WHERE SUMP PUMP IS LOCATED IN CRAWLSPACE, THESE DRAIN LINES SHOULD EXTEND TO EXTERIOR OF CRAWLSPACE, CONSULT HVAC TECHNICIAN.

HEATING UNIT #3 -

RECOMMEND HVAC TECHNICIAN SERVICE UNITS ANNUALLY TO MAINTAIN MAXIMUM OPERATING EFFICIENCY. SECURE LOOSE SHEET METAL COVERING FOR REFRIGERANT LINES, DRAIN LINE AND ELECTRICAL LINES. THE OLD OIL FURNACE IN CRAWLSPACE WAS NOT OPERATED/INSPECTED, IT APPEARS THIS UNIT IS NO LONGER USED.

COOLING UNIT #1 - OUTSIDE

THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON AIR CONDITIONER SERVING THE 1ST LEVEL WAS WITHIN NORMAL LIMITS.

THERE IS NO SERVICE DISCONNECT AT THE A/C UNIT THAT SERVES THE 1ST LEVEL, RECOMMEND INSTALLING ONE. DUE TO THE OBSERVATION OF VERY DIRTY FILTERS, RECOMMEND HVAC TECHNICIAN CHECK AND CLEAN THE EVAPORATOR COIL ON AIR HANDLER THAT SERVES THE 1ST LEVEL. DUE TO AGE AND CONDITION OF THE COOLING UNIT THAT SERVES THE 1ST LEVEL, RECOMMEND HVAC TECHNICIAN SERVICE AND EVALUATE.

COOLING UNIT #2 - OUTSIDE

THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON AIR CONDITIONER SERVING THE 2ND LEVEL WAS NOT WITHIN NORMAL LIMITS - RECOMMEND HVAC EVALUATE AND REPAIR OR REPLACE AS NECESSARY.

THERE IS NO SERVICE DISCONNECT AT THE A/C UNIT THAT SERVES THE 1ST LEVEL, RECOMMEND INSTALLING ONE. DUE TO THE OBSERVATION OF VERY DIRTY FILTERS, RECOMMEND HVAC TECHNICIAN CHECK AND CLEAN THE EVAPORATOR COIL ON AIR HANDLER THAT SERVES THE 1ST LEVEL. DUE TO AGE, CONDITION AND PERFORMANCE AT INSPECTION, HAVE THE COOLING UNIT THAT SERVES THE 2ND LEVEL SERVICED AND EVALUATED BY A HVAC TECHNICIAN.

COOLING UNIT #3 -

THERE IS NO SUPPLY REGISTER IN 1ST LEVEL HALL BATH. INSTALL MISSING FLOOR SUPPLY REGISTER COVER IN DINING ROOM, SECURE LOOSE RETURN GRILLES IN 1ST LEVEL OF HOME. THERE WERE SEVERAL AREAS WHERE THE DUCTWORK IS LAYING ON THE GROUND IN THE CRAWL SPACE. ADDITIONAL SUPPORT IS NEEDED. SEVERAL AREAS OF THE DUCT INSULATION NEED TO BE TAPED AND SEALED. THE FLOOR BOOTS ARE NOT INSULATED WHICH CAN PROMOTE WATER BUILD UP WITHIN THE DUCTS, SUGGEST INSULATING.

THE RETURN AIR FILTERS ARE DIRTY AND NEED TO BE REPLACED OR CLEANED.

DUE TO AGE AND GENERAL CONDITION OF AIR CONDITIONING EQUIPMENT, HAVE HVAC TECHNICIAN SERVICE UNIT(S) BEFORE PURCHASE.

PLUMBING

OLDER GALVANIZED WATER PIPING IS PRESENT. DO TO AGE, SUGGEST A PLUMBER TECHNICALLY EVALUATE THE CONDITION OF THESE WATER PIPES.

PIPE WRAP ON VARIOUS WATER LINES IN CRAWLSPACE MAY SHOULD BE ANALYZED BY A LAB TO DETERMINE IF ANY FRIABLE ASBESTOS IS PRESENT.

WATER HEATER LOCATED IN CRAWLSPACE. THE WATER HEATER THERMOSTAT SETTING TOO HIGH - MANUFACTURERS RECOMMEND 120 - 130 DEGREES.

INSTALL MISSING TUB DRAIN STOPPER, REPAIR SLIGHT LEAK AT TUB & SHOWER CONTROL KNOB AND REPLACE DAMAGED INSIDE BOTTOM OF CABINET UNDER LAVATORY IN 1ST LEVEL MASTER BATH.

REPAIR/REPLACE LEAKING, INOPERABLE LAVATORY DRAIN STOPPER AND/OR LEVER ARM FOR LAVATORY DRAIN STOPPER IN 1ST LEVEL HALL HALF BATH.

WATER OFF TO TOILET AND TOILET IS DRAINED IN 2ND LEVEL FULL BATH, CONSULT SELLER. INSTALL MISSING TOILET SEATS IN 2ND LEVEL FULL BATH, REPAIR/REPLACE LEAKING DRAIN STOPPER CONNECTION AND LEAKING CONTROL KNOBS FOR LAVATORY IN 2ND LEVEL FULL BATH.

REPAIR/REPLACE LEAKING CONTROL KNOB FOR HOT WATER SIDE OF LAVATORY IN 2ND LEVEL HALF BATH.

EXCEPT AS NOTED, FUNCTIONAL WATER FLOW AND DRAINAGE WAS OBSERVED AT ALL FIXTURES WHERE TESTING WAS POSSIBLE AND PRACTICAL.

INTERIOR

STAIN NOTED ON FLOOR IN 1ST LEVEL HALL BATH/LAUNDRY ROOM, NO LEAKS EVIDENT, NO MOISTURE DETECTED, CONSULT HOMEOWNER. REPAIR/REPLACE CRACKED, LOOSE TILE/MARBLE THRESHOLD STRIP FOR DOORWAY INTO 1ST LEVEL HALL BATH. MINOR CRACKING OBSERVED IN VARIOUS WALLS/CEILINGS IN HOME, TYPICAL FOR PLASTER CONSTRUCTION. VARIOUS WALL STAINS/REPAIRS NOTED IN HOME, CONSULT SELLER.

REPLACE CRACKED WINDOW PANE FOR RIGHT SIDE OF DOUBLE INTERIOR DOORS BETWEEN LIVING ROOM AND DINING ROOM. INSTALL MISSING HINGE PIN FOR BOTTOM HINGE ON DOOR TO 1ST LEVEL HALL BATH, ADJUST VARIOUS INTERIOR DOORS TO OPEN & CLOSE PROPERLY WITHOUT STICKING. UNABLE TO ACCESS CLOSET DOOR IN 1ST LEVEL HALL BATH/LAUNDRY ROOM DUE TO MISSING DOORKNOB, UNABLE TO OPEN DOOR AT RIGHT OF FIREPLACE IN DEN DUE TO LOCKED AND NO KEY. INSTALL MISSING STRIKER PLATE FOR DOOR TO RIGHT FRONT 2ND LEVEL BEDROOM, INSTALL MISSING AND/OR REPAIR/REPLACE VARIOUS MISSING AND/OR INOPERABLE DOORKNOB ASSEMBLIES FOR VARIOUS DOORS IN HOME.

APPLIANCES

PROVIDE AN AIR GAP ON DISHWASHER DISCHARGE LINE BY ELEVATING HOSE TO THE TOP OF THE CABINET.

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SUMMARY # 24180BD2

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All directional references are made facing the house. This report is intended for the exclusive use of our client and should not be used or relied upon by any other third party. This limited report represents only those components and areas of the home which were readily visible on the date of the inspection. The opinions expressed by the inspector should not be considered a warranty that the items inspected are free of defects. Any item noted in this report as needing repair should be evaluated by a qualified repair person. Other comments such as cosmetic damage or maintenance suggestions are included for informational purposes only. The terms of your sales contract will dictate the nature of the items that will be repaired and by whom.

BERRY DURHAM SCRHI #128 06 / 28 / 2004 11:00 AM 78 Deg. Fahrenheit
INSPECTOR INSPECTION DATE TIME TEMPERATURE

***** INSPECTOR'S OPINION OF OVERALL CONDITION *****

THIS OLDER HOME IS OF TYPICAL DESIGN FOR THE AREA. COMPONENTS OF A HOUSE THIS AGE ARE EXPECTED TO SHOW SIGNS OF NORMAL WEAR & TEAR. HOWEVER, THERE WERE SEVERAL AREAS OF THIS HOUSE THAT REQUIRE ATTENTION TO HELP INSURE THEIR LONG TERM INTEGRITY. THE BUYER WAS NOT PRESENT TO READ THE LIMITING CONDITIONS GOVERNING THIS REPORT. THEREFORE, THE ACT OF READING THIS REPORT AND RELYING UPON THE INFORMATION HEREIN CONSTITUTES YOUR ACCEPTANCE OF THESE CONDITIONS. PLEASE REVIEW ENTIRE REPORT CAREFULLY. FOR QUICK REFERENCE OF DEFECTIVE ITEMS AND INSPECTOR NOTES, REFER TO THE SUMMARY PAGE AT THE BEGINNING OF THE REPORT.

GENERAL INFORMATION

Report Number
24180BD2

PEOPLE PRESENT AT THE INSPECTION

INSPECTOR ONLY

STRUCTURE OCCUPIED

YES

APPROXIMATE AGE

TOILET DATE INDICATES AGE OF 50+/-
YRS - CONFIRM WITH APPRAISER

RESIDENCE TYPE

SINGLE FAMILY DETACHED

STYLE

TRADITIONAL

NUMBER OF STORIES

TWO WITH BONUS ROOM

CONSTRUCTION TYPE

WOOD FRAME

APPROXIMATE HOUSE ORIENTATION

WEST

WEATHER & SOIL CONDITIONS

LIGHT RAIN AT THE TIME OF INSPECTION

GENERAL LOT DESCRIPTION

TYPICAL RESIDENTIAL LOT.

Note on construction type: Due to recent advances in modular construction techniques, it is sometimes difficult to determine if a home is modular or "stick built". Therefore, no determination was made by the inspector other than the general construction type. The seller is advised to consult the owner or Realtor for this information.

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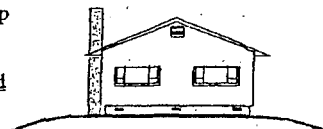
GROUNDS Report Number 24180BD2		S	NR	NP	NI	REMARKS
GRADE/DRAINAGE Grade slopes toward the house at the: ☐ Front ☒ Rear ☐ Left Side ☒ Right Side		●	○	○	○	
YARD DRAINS		●	○	○	○	STORM DRAIN IN BACK YARD.
WALKS - Concrete		○	●	○	○	TYPICAL CRACKING ON WALK WAY. REPAIR/REPLACE CRACKED, SETTLED, DISHAGED WALKWAY JUST INSIDE FENCE GATE TO POOL AREA AT LEFT REAR OF HOME TO PREVENT POSSIBLE TRIPPING SAFETY HAZARD.
Brick						
DRIVEWAY - Concrete		●	○	○	○	TYPICAL CRACKING OBSERVED ON DRIVEWAY.
LANDSCAPING -		○	●	○	○	LANDSCAPING REQUIRES NORMAL MAINTENANCE. THICK BRUSH / HEDGES PREVENTED FULL INSPECTION OF EXTERIOR.
PATIOS / SLABS - Brick		●	○	○	○	
Concrete						
OUTSIDE LIGHTING		○	●	○	○	REPAIR/REPLACE INOPERABLE FLOOD LIGHT OVER AWNING AT STOOP AT LEFT END OF HOME. AND INOPERABLE FLOOD LIGHT AT LEFT REAR 2ND LEVEL CORNER OF HOME. REPAIR/REPLACE BROKEN, INOPERABLE POLE LIGHT FIXTURE AT RIGHT REAR OF HOME.
TREES / LIMBS - Limbs touching roof		○	●	○	○	TRIM TREE LIMBS IN DIRECT CONTACT WITH ROOF.
FENCE / GATES - Galvanized		○	●	○	○	REPAIR/REPLACE MISSING AND/OR BROKEN LATCHES, HANDLES FOR SEVERAL GATES AROUND HOME.
OUTSIDE FAUCETS		○	●	○	○	SECURE LOOSE LEFT SIDE EXTERIOR FAUCETS.
RETAINING WALLS - Masonry		●	○	○	○	

GENERAL COMMENTS ON GROUNDS & SITE DEVELOPMENT

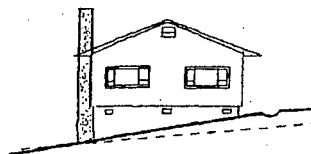
THIS SITE APPEARS TO BE REASONABLY WELL DEVELOPED. GENERALLY, WATER APPEARS TO BE DIVERTING AWAY FROM THE FOUNDATION. LANDSCAPING REQUIRES NORMAL MAINTENANCE. THERE APPEARS TO BE A BURIED OIL TANK ON THE PROPERTY AT LEFT SIDE OF HOME THAT IS CURRENTLY NOT IN USE. CHECK WITH LOCAL HEALTH DEPT. FOR PROPER DISPOSITION OF TANK. SOME COUNTIES REQUIRE REMOVAL OF TANK AND OTHERS WILL ALLOW TANK TO BE EMPTIED AND FILLED WITH SAND. RECOMMEND TRIMMING BUSHES BACK AWAY FROM HOME TO PREVENT POSSIBLE DAMAGE TO HOME AND TO ALLOW ADEQUATE VENTILATION FOR CRAWL SPACE THROUGH FOUNDATION VENTS.

Note: Representative site drainage cannot be accessed if it has been dry for an extended period of time. It will not be uncommon to have areas of standing water after heavy rains. Environmental hazards; buried oil tanks; lawn sprinklers; swimming pools; spas or jetted tubs; tennis courts; playground or other recreational equipment and out buildings are expressly excluded from this inspection.

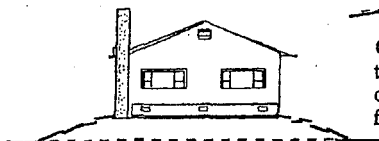
The three diagrams below illustrate proper grading techniques that help channel water away from the house. Proper grading and drainage is essential in keeping water from entering basements, crawl spaces, and slabs. Ideally, the ground around the outside of the foundation should slope away about six inches per six feet.



Elevated sites provide good surface drainage in all directions.



A house located on a side hill should have a means of diverting surface water away from the foundation. Note the drainage ditch on the upper side of the house.



On a flat site, the ground around the house should be built up to drain water surface water away from the foundation wall.

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007

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FOUNDATION		Report Number 24180BD2	S	NR	NP	NI	REMARKS
BASEMENT DETAILS							
ACCESSIBLE AREAS							
MOISTURE PENETRATION	Wood moisture content _____ %		☐	☐	☒	☐	
PIER MATERIAL -			☐	☐	☒	☐	
WALL MATERIAL -			☐	☐	☒	☐	
FLOOR JOISTS & SILLS -			☐	☐	☒	☐	
GIRDER -			☐	☐	☒	☐	
SUBFLOOR -			☐	☐	☒	☐	
FLOOR / SLAB -			☐	☐	☒	☐	
INSULATION	Thickness = _____ inches		☐	☐	☒	☐	
CRAWL SPACE DETAILS							
ACCESSIBLE AREAS							
MOISTURE PENETRATION	Wood moisture content = 17-19 %		☐	☒	☐	☐	INSPECTOR OBSERVED STANDING WATER IN AREA OF LAUNDRY CONNECTIONS IN CRAWLSPACE. NO LEAKS EVIDENT, CONSULT PLUMBER AND/OR MOISTURE CONTROL TECHNICIAN.
SUMP PUMP			☐	☒	☐	☐	REPAIR/REPLACE INOPERABLE SUMP PUMP IN CRAWLSPACE.
VAPOR BARRIER -			☐	☐	☒	☐	
PIER MATERIAL -	Brick Block		☒	☐	☐	☐	STEEL POSTS ALSO.
WALL MATERIAL -	Brick Block		☒	☐	☐	☐	
FLOOR JOISTS & SILLS -	Conventional framing		☒	☐	☐	☐	SILLS ARE NOT RESTING ON A TREATED SILL PLATE AND ARE IN DIRECT CONTACT WITH THE MASONRY. THIS CAN LEAD TO PROLONGED MOISTURE PENETRATION AND EVENTUAL ROT. TYPICAL FOR CONSTRUCTION PERIOD.
GIRDER -	Double, wood		☒	☐	☐	☐	
SUBFLOOR -	Planks		☒	☐	☐	☐	
VENTILATION			☒	☐	☐	☐	KEEP FOUNDATION VENTS OPEN EXCEPT DURING FREEZING WEATHER. SOME VENTS WERE CLOSED AT THE TIME OF INSPECTION.
INSULATION	Thickness = _____ inches		☐	☐	☒	☐	NO INSULATION PRESENT IN CRAWL SPACE. CURRENT STANDARD IS 6 1/4" OF FIBERGLASS BLANKET INSULATION = TO R-19.

FOUNDATION COMMENTS

THE CRAWL SPACE WAS DAMP AT THE TIME OF INSPECTION. SUB STRUCTURE FRAMING APPEARED CONVENTIONAL FOR THE CONSTRUCTION PERIOD.

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ELECTRICAL		Report Number 24180BD2	S	NR	NP	NI	REMARKS
SERVICE ENTRANCE - Overhead			●	○	○	○	
SERVICE WIRES: 2/0 Copper = 200 SIZE & TYPE Amps & 240 Volts			●	○	○	○	
GROUNDING EQUIPMENT ☒ To Ground Stake ☒ To Water Pipe			●	○	○	○	
MAIN PANEL Located at: Outside			●	○	○	○	
SUB PANELS Located at:			●	○	○	○	SUBPANEL LOCATED IN CABINET IN 1ST LEVEL HALL AT REAR OF KITCHEN.
OVER CURRENT PROTECTION ☒ Circuit Breakers ☐ Fuses			●	○	○	○	
GROUND FAULT PROTECTION Currently present at: ☐ Baths ☐ Garage ☐ Kitchen ☐ Carport ☐ Exterior ☐ Whirlpool			○	○	○	○	GROUND FAULT PROTECTION WAS NOT REQUIRED AT THE TIME OF CONSTRUCTION. FOR PERSONAL SAFETY, RECOMMEND ADDING GROUND FAULT PROTECTION TO RECEPTACLES LOCATED AT KITCHEN COUNTER TOPS, BATHROOMS, EXTERIOR, GARAGE AND IN CRAWLSPACE.
110 VOLT CIRCUITS Material ☒ Copper ☐ Aluminum			○	○	○	○	WIRE SIZE AND DISTRIBUTION VARIED WITH MANY "HOMEOWNER" TYPE REPAIRS EVIDENT. RECOMMEND YOU CONSULT WITH AN ELECTRICIAN FOR NEEDED REPAIRS TO MEET TODAY'S STANDARDS. THIS HOME APPEARS TO HAVE SOME KNOB AND TUBE WIRING IN ATTIC WHICH IS UNGROUNDED AND GENERALLY ANTIQUATED. RECOMMEND YOU CONSULT WITH AN ELECTRICIAN FOR SYSTEM UPGRADES.
220 VOLT CIRCUITS Material ☒ Copper ☐ Aluminum			○	○	○	○	
RECEPTACLES Type ☒ 2 Prong ☒ 3 Prong			○	○	○	○	TWO PRONG RECEPTACLES ARE NOT GROUNDED. THE RECEPTACLES ARE TYPICAL FOR THE AGE FUNCTIONAL BUT DO NOT MEET CURRENT STANDARDS. SOME ORIGINAL 2 PRONG RECEPTACLES HAVE BEEN REPLACED WITH 3 PRONG RECEPTACLES AND HAVE NOT BEEN GROUNDED. CONSULT WITH ELECTRICIAN FOR MEASURES NEEDED SO RECEPTACLES MEET CURRENT STANDARD.
LIGHT FIXTURES & SWITCHES			○	○	○	○	REPAIR/REPLACE INOPERABLE LIGHT OVER KITCHEN SINK AND OVER COUNTERTOP AT RIGHT SIDE OF KITCHEN. INOPERABLE LIGHT IN 1ST LEVEL LEFT REAR BEDROOM. IN RIGHT REAR 1ST LEVEL BATH, INSTALL MISSING LIGHT FIXTURES IN 1ST LEVEL MASTER BATH. INSTALL MISSING WALL MOUNTED LIGHT FIXTURES AT REAR WALL IN DINING ROOM OR INSTALL COVERS FOR THESE OPEN JUNCTION BOXES. ALTHOUGH TYPICAL FOR CONSTRUCTION PERIOD, CLOSET LIGHTS ARE TOO CLOSE TO SHELVES. POSSIBLE FIRE HAZARD. RECOMMEND INSTALLING GLOBE OR BULB OR ELIMINATE LIGHTING. INSTALL A CLOSED JUNCTION BOX FOR TAPED WIRE SPLICE AT DISPOSAL UNDER KITCHEN SINK. MISSING COVERS FOR OPEN JUNCTION BOXES IN 1ST LEVEL MASTER BATH. INSPECTOR OBSERVED VARIOUS OPEN, LOOSE JUNCTION BOXES, TAPED/OPEN WIRE SPLICES IN CRAWLSPACE. RECOMMEND ELECTRICIAN EVALUATE AND CORRECT AS NECESSARY.
SAFETY CONCERNS			○	○	○	○	

ELECTRICAL COMMENTS

SOME ALUMINUM BRANCH WIRING NOTED AT TOP TWO BREAKERS IN SUBPANEL IN CABINET IN 1ST LEVEL HALL. RECOMMEND ELECTRICIAN EVALUATE AND CORRECT AS NECESSARY. INSTALL MISSING GLOBE FOR LIGHT IN REAR 2ND LEVEL BONUS ROOM. WIRE SIZE AND DISTRIBUTION IS TYPICAL FOR RESIDENTIAL. WIRING TECHNIQUES AT THE TIME OF CONSTRUCTION. SOME OF THE ELECTRICAL SYSTEM IN HOME APPEARS TO HAVE BEEN PARTIALLY UPDATED. RECOMMEND ELECTRICIAN EVALUATE ELECTRICAL SYSTEM COMPLETE NECESSARY REPAIRS OR UPGRADES TO MEET TODAY'S STANDARDS AND TO INSURE SAFE AND PROPER OPERATION OF ELECTRICAL SYSTEM IN HOME. REPAIR OR REPLACE INOPERABLE DOORBELL IN HOME.

Note: This inspection does not include low voltage systems, alarm wiring, telephone wiring, cable TV or satellite wiring.

Safety Note: To help prevent fatal electric shocks, modern standards require Ground Fault Circuit protection at the receptacles serving the kitchen and bathrooms, garage, exterior, crawl space, whirlpools & spas, pools and fountains.

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HEATING		Report Number 24180BD2		REMARKS			
		S	NR	NP	NI		
HEATING UNIT #1 MANUFACTURER TRANE MODEL NUMBER AUC120C960B6 SERIAL NUMBER P303PC67G LOCATION ☒ Crawl space ☐ Outside ☐ Inside ☒ Attic ☐ Basement ☐ Garage						HEATING UNIT #1 DESCRIPTION ☐ Not Present ☐ Heat Pump ☐ Baseboard ☐ Steam ☒ Forced Air ☐ Radiant Heat ☐ Solar ☐ Hot Water ENERGY SOURCE ☒ Natural Gas ☐ Electric ☐ Propane ☐ Oil SYSTEM TYPE ☒ Central ☒ Split system ☐ Room unit ☐ Package system TOTAL CAPACITY 120,000 BTU's per data plate APPROXIMATE AGE 1 +/- yrs estimated per data plate	
AIR TEMPERATURE RISE #1 Return - 75 Supply - 149		●	○	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON THE FURNACE SERVING THE 1ST LEVEL WAS WITHIN NORMAL LIMITS.	
GENERAL CONDITION #1		○	●	○	○	CONDENSATION DRAINS ARE EXTENDED TO CATCH BASIN WHERE SUMP PUMP IS LOCATED IN CRAWLSPACE, THESE DRAIN LINES SHOULD EXTEND TO EXTERIOR OF CRAWLSPACE, CONSULT HVAC TECHNICIAN.	
HEATING UNIT #2 MANUFACTURER TRANE MODEL NUMBER AUC100C94B6 SERIAL NUMBER P084LN57G LOCATION ☐ Crawl space ☐ Outside ☐ Inside ☒ Attic ☐ Basement ☐ Garage						HEATING UNIT #2 DESCRIPTION ☐ Not Present ☐ Heat Pump ☐ Baseboard ☐ Steam ☒ Forced Air ☐ Radiant Heat ☐ Solar ☐ Hot Water ENERGY SOURCE ☒ Natural Gas ☐ Electric ☐ Propane ☐ Oil SYSTEM TYPE ☒ Central ☒ Split system ☐ Room unit ☐ Package system TOTAL CAPACITY 100,000 BTU's per data plate APPROXIMATE AGE 1 +/- yrs estimated per data plate	
AIR TEMPERATURE RISE #2 Return - 79 Supply - 140		●	○	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON THE FURNACE SERVING THE 2ND LEVEL WAS WITHIN NORMAL LIMITS.	
GENERAL CONDITION #2		○	●	○	○	CONDENSATION DRAINS ARE EXTENDED TO CATCH BASIN WHERE SUMP PUMP IS LOCATED IN CRAWLSPACE, THESE DRAIN LINES SHOULD EXTEND TO EXTERIOR OF CRAWLSPACE, CONSULT HVAC TECHNICIAN.	
HEATING UNIT #3 MANUFACTURER NOT PRESENT MODEL NUMBER P084LN57G SERIAL NUMBER P084LN57G LOCATION ☐ Crawl space ☐ Outside ☐ Inside ☐ Attic ☐ Basement ☐ Garage						HEATING UNIT #3 DESCRIPTION ☒ Not Present ☐ Heat Pump ☐ Baseboard ☐ Steam ☐ Forced Air ☐ Radiant Heat ☐ Solar ☐ Hot Water ENERGY SOURCE ☐ Natural Gas ☐ Electric ☐ Propane ☐ Oil SYSTEM TYPE ☐ Central ☐ Split system ☐ Room unit ☐ Package system TOTAL CAPACITY 100,000 BTU's per data plate APPROXIMATE AGE 1 +/- yrs estimated per data plate	
AIR TEMPERATURE RISE #3 Return - Supply -		○	○	●	○		
GENERAL CONDITION #3		○	○	●	○		

HEATING COMMENTS

RECOMMEND HVAC TECHNICIAN SERVICE UNITS ANNUALLY TO MAINTAIN MAXIMUM OPERATING EFFICIENCY. SECURE LOOSE SHEET METAL COVERING FOR REFRIGERANT LINES, DRAIN LINE AND ELECTRICAL LINES. THE OLD OIL FURNACE IN CRAWLSPACE WAS NOT OPERATED/INSPECTED, IT APPEARS THIS UNIT IS NO LONGER USED.

Note: For gas or oil furnaces, the only cover that was removed was the access cover on the burner assembly. The heat exchanger cannot be examined without extensive disassembly of the cabinet. Since this is not possible during a standard, visual home inspection, you may want to obtain a service contract on the unit or have it technically evaluated by an HVAC technician. Mechanical equipment can fail at any time.

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COOLINGReport Number
24180BD2**REMARKS**

		S	NR	NP	NI	
COOLING UNIT #1 MANUFACTURER LENNOX MODEL NUMBER HS16-511V-1P SERIAL NUMBER 5180L07267						COOLING UNIT #1 DESCRIPTION ☐ Not Present ☒ Central ☐ Package system ☒ Electric ☐ Room units ☒ Split system ☐ Dual zone ☐ Gas LOCATION TOTAL CAPACITY APPROXIMATE AGE ☒ Outside 4.0 TONS PER DATA 20+/- yrs estimated per ☐ Inside PLATE data plate
AIR TEMPERATURE DROP #1 Return - 74 Supply - 55		●	○	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON AIR CONDITIONER SERVING THE 1ST LEVEL WAS WITHIN NORMAL LIMITS. THERE IS NO SERVICE DISCONNECT AT THE A/C UNIT THAT SERVES THE 1ST LEVEL. RECOMMEND INSTALLING ONE. DUE TO THE OBSERVATION OF VERY DIRTY FILTERS, RECOMMEND HVAC TECHNICIAN CHECK AND CLEAN THE EVAPORATOR COIL ON AIR HANDLER THAT SERVES THE 1ST LEVEL. DUE TO AGE AND CONDITION OF THE COOLING UNIT THAT SERVES THE 1ST LEVEL, RECOMMEND HVAC TECHNICIAN SERVICE AND EVALUATE.
GENERAL CONDITION #1		○	●	○	○	
COOLING UNIT #2 MANUFACTURER LENNOX MODEL NUMBER HS16-311V-3P SERIAL NUMBER 5183302209						COOLING UNIT #2 DESCRIPTION ☐ Not Present ☒ Central ☐ Package system ☒ Electric ☐ Room units ☒ Split system ☐ Dual zone ☐ Gas LOCATION TOTAL CAPACITY APPROXIMATE AGE ☒ Outside 2.5 TONS PER DATA 21+/- yrs estimated per ☐ Inside PLATE data plate
AIR TEMPERATURE DROP #2 Return - 75 Supply - 71		○	●	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON AIR CONDITIONER SERVING THE 2ND LEVEL WAS NOT WITHIN NORMAL LIMITS - RECOMMEND HVAC EVALUATE AND REPAIR OR REPLACE AS NECESSARY. THERE IS NO SERVICE DISCONNECT AT THE A/C UNIT THAT SERVES THE 1ST LEVEL. RECOMMEND INSTALLING ONE. DUE TO THE OBSERVATION OF VERY DIRTY FILTERS, RECOMMEND HVAC TECHNICIAN CHECK AND CLEAN THE EVAPORATOR COIL ON AIR HANDLER THAT SERVES THE 1ST LEVEL. DUE TO AGE, CONDITION AND PERFORMANCE AT INSPECTION, HAVE THE COOLING UNIT THAT SERVES THE 2ND LEVEL SERVICED AND EVALUATED BY A HVAC TECHNICIAN.
GENERAL CONDITION #2		○	●	○	○	
COOLING UNIT #3 MANUFACTURER NOT PRESENT MODEL NUMBER SERIAL NUMBER						COOLING UNIT #3 DESCRIPTION ☒ Not Present ☐ Central ☐ Package system ☐ Electric ☐ Room units ☐ Split system ☐ Dual zone ☐ Gas LOCATION TOTAL CAPACITY APPROXIMATE AGE ☐ Outside ☒ Inside
AIR TEMPERATURE DROP #3 Return - Supply -		○	○	●	○	
GENERAL CONDITION #3		○	○	●	○	
DUCT SUPPLY ☐ None ☐ Sheet Metal ☐ Insulated ☐ Flex ☐ Uninsulated ☐ Fiber Board		○	○	○	○	THERE IS NO SUPPLY REGISTER IN 1ST LEVEL HALL BATH. INSTALL MISSING FLOOR SUPPLY REGISTER COVER IN DINING ROOM. SECURE LOOSE RETURN GRILLES IN 1ST LEVEL OF HOME. THERE WERE SEVERAL AREAS WHERE THE DUCTWORK IS LAYING ON THE GROUND IN THE CRAWL SPACE. ADDITIONAL SUPPORT IS NEEDED. SEVERAL AREAS OF THE DUCT INSULATION NEED TO BE TAPED AND SEALED. THE FLOOR BOOTS ARE NOT INSULATED WHICH CAN PROMOTE WATER BUILD UP WITHIN THE DUCTS, SUGGEST INSULATING.
DUCT RETURN ☐ None ☐ Sheet Metal ☐ Insulated ☐ Flex ☐ Uninsulated ☐ Fiber Board		○	○	○	○	
FILTER Size 14 X 24 X 1		○	○	○	○	THE RETURN AIR FILTERS ARE DIRTY AND NEED TO BE REPLACED OR CLEANED.

COOLING COMMENTS

DUE TO AGE AND GENERAL CONDITION OF AIR CONDITIONING EQUIPMENT, HAVE HVAC TECHNICIAN SERVICE UNIT(S) BEFORE PURCHASE.

Note: This report does not reflect a technically exhaustive evaluation and should not be interpreted as a prediction of the remaining life expectancy of the air conditioner. Special HVAC license is required to check refrigerant pressures and other internal components. If you wish to have a technical evaluation, we suggest you have the system serviced and evaluated by a licensed HVAC technician.

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PLUMBING		Report Number 24180BD2		S	NR	NP	NI	REMARKS
WATER SUPPLY - ☒ Public ☐ Private				☒	☐	☐	☐	
WELL Manufacturer _____				☐	☐	☒	☐	
PUMP Est. age _____				☐	☐	☐	☐	
WATER SHUT OFF LOCATION				☒	☐	☐	☐	
☒ Meter ☒ Water heater ☐ Foundation				☒	☐	☐	☐	
WATER PRESSURE 70 app. psig				☒	☒	☐	☐	SINCE THE WATER SUPPLY TO THIS HOME IS PROVIDED BY A PUBLIC UTILITY, THE WATER PRESSURE CAN VARY DEPENDING ON THE TOTAL DEMAND.
WATER PIPES ☒ Copper ☒ Galvanized ☐ Plastic ☐ Polybutylene				☒	☐	☐	☐	OLDER GALVANIZED WATER PIPING IS PRESENT. DO TO AGE, SUGGEST A PLUMBER TECHNICALLY EVALUATE THE CONDITION OF THESE WATER PIPES.
WATER PIPE SUPPORT				☒	☐	☐	☐	
WATER PIPE INSULATION				☐	☒	☐	☐	PIPE WRAP ON VARIOUS WATER LINES IN CRAWLSPACE MAY SHOULD BE ANALYZED BY A LAB TO DETERMINE IF ANY FRIABLE ASBESTOS IS PRESENT.
WATER HEATER ☐ Electric ☒ Gas ☐ Other 40 gallon capacity				☐	☒	☐	☐	WATER HEATER LOCATED IN CRAWLSPACE. THE WATER HEATER THERMOSTAT SETTING TOO HIGH - MANUFACTURES RECOMMEND 120 - 130. DEGREES.
Manufacturer RELIANCE				☐	☒	☐	☐	
Temperature 135 Deg. F. / Est. age 14+				☐	☒	☐	☐	
WASTE WATER DISPOSAL ☒ Public ☐ Private				☒	☐	☐	☐	THE WASTE SYSTEM APPEARS TO BE CONNECTED TO A PUBLIC OR COMMUNITY SEWER SYSTEM - CONSULT OWNER OR REALTOR FOR VERIFICATION.
WASTE & VENT PIPES ☒ Plastic ☒ Galvanized ☒ Cast Iron ☐ Copper				☒	☐	☐	☐	
WASTE PIPE SUPPORT				☒	☐	☐	☐	
PLUMBING FIXTURES				☒	☐	☐	☐	
KITCHEN SINK				☒	☐	☐	☐	
LAUNDRY CONNECTIONS ☒ Washer ☒ Elect. Dryer ☐ Mop Sink ☐ Gas Dryer				☒	☐	☐	☐	WASHER CONNECTION SERVICEABLE BUT DOES NOT MEET CURRENT STANDARDS.
DRYER EXHAUSTED - Outside				☒	☒	☐	☐	
BATH #1 - First floor				☐	☒	☐	☐	INSTALL MISSING TUB DRAIN STOPPER, REPAIR SLIGHT LEAK AT TUB & SHOWER CONTROL KNOB AND REPLACE DAMAGED INSIDE BOTTOM OF CABINET UNDER LAVATORY IN 1ST LEVEL MASTER BATH.
BATH #2 - First floor				☐	☒	☐	☐	REPAIR/REPLACE LEAKING, INOPERABLE LAVATORY DRAIN STOPPER AND/OR LEVER ARM FOR LAVATORY DRAIN STOPPER IN 1ST LEVEL HALL HALF BATH.
BATH #3 - Second floor				☐	☒	☐	☐	WATER OFF TO TOILET AND TOILET IS DRAINED IN 2ND LEVEL FULL BATH. CONSULT SELLER. INSTALL MISSING TOILET SEATS IN 2ND LEVEL FULL BATH. REPAIR/REPLACE LEAKING DRAIN STOPPER CONNECTION AND LEAKING CONTROL KNOBS FOR LAVATORY IN 2ND LEVEL FULL BATH.
BATH #4 - Second floor				☐	☒	☐	☐	REPAIR/REPLACE LEAKING CONTROL KNOB FOR HOT WATER SIDE OF LAVATORY IN 2ND LEVEL HALF BATH.
BATH #5 -				☐	☒	☐	☐	

PLUMBING COMMENTS

EXCEPT AS NOTED, FUNCTIONAL WATER FLOW AND DRAINAGE WAS OBSERVED AT ALL FIXTURES WHERE TESTING WAS POSSIBLE AND PRACTICAL.

Note: If well water is used for drinking purposes, we recommend it be tested by a lab or the health dept. Underground septic systems, sewer lines, and water treatment equipment are not inspected. We recommend septic tank contractor evaluation and pumping before closing.

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INTERIORReport Number
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ROOMS/ FLOORS	Dining	Den	Living	Kitchen	Bonus room	B/R #1	B/R #2	B/R #3	B/R #4	Bath #1	Bath #2	Bath #3	Misc. room
Basement													
Level 1	WD	WD	WD	WD	TIL	WD	WD	CPT		TIL	TIL		WD
Level 2					WD	CPT	CPT	WD	CPT	TIL	TIL		
Level 3													
FLOORS & WALLS	STAIN NOTED ON FLOOR IN 1ST LEVEL HALL BATH/LAUNDRY ROOM. NO LEAKS EVIDENT. NO MOISTURE DETECTED. CONSULT HOMEOWNER REPAIR/REPLACE CRACKED, LOOSE TILE/MARBLE THRESHOLD STRIP FOR DOORWAY INTO 1ST LEVEL HALL BATH. MINOR CRACKING OBSERVED IN VARIOUS WALLS/CEILINGS IN HOME. TYPICAL FOR PLASTER CONSTRUCTION. VARIOUS WALL STAINS/REPAIRS NOTED IN HOME. CONSULT SELLER. INSPECTOR OBSERVED STAIN AND DETECTED MOISTURE AT BOTTOM OF FRONT WALL IN RIGHT END 1ST LEVEL BONUS ROOM. RECOMMEND CONTRACTOR EVALUATE AND CORRECT SOURCE OF WATER PENETRATION IN THIS AREA.												
ALARMS	Is smoke detector working? ☒ Yes ☐ No ☐ N/A					Carbon monoxide detector should be installed? ☒ Yes ☐ No ☐ N/A							
CEILING	Are major cracks visible? ☐ Yes ☒ No ☐ N/A					Are water stains evident? ☐ Yes ☒ No ☐ N/A							
STAIRS /DOORS	Interior doors operate and lock properly? ☐ Yes ☒ No ☐ N/A					Are handrails installed on stairs? ☒ Yes ☐ No ☐ N/A							

INTERIOR COMMENTS

REPLACE CRACKED WINDOW PANE FOR RIGHT SIDE OF DOUBLE INTERIOR DOORS BETWEEN LIVING ROOM AND DINING ROOM. INSTALL MISSING HINGE PIN FOR BOTTOM HINGE ON DOOR TO 1ST LEVEL HALL BATH. ADJUST DOORS TO 1ST LEVEL MASTER BEDROOM AND MASTER BATH TO OPEN & CLOSE PROPERLY WITHOUT STICKING. UNABLE TO ACCESS CLOSET DOOR IN 1ST LEVEL HALL BATH/LAUNDRY ROOM DUE TO MISSING DOORKNOB. UNABLE TO OPEN DOOR AT RIGHT OF FIREPLACE IN DEN DUE TO LOCKED AND NO KEY. INSTALL MISSING STRUCKER PLATE FOR DOOR TO RIGHT FRONT 2ND LEVEL BEDROOM. INSTALL MISSING AND/OR REPAIR/REPLACE VARIOUS MISSING AND/OR INOPERABLE DOORKNOB ASSEMBLIES FOR VARIOUS DOORS IN HOME. INTERIOR NEEDS GENERAL MAINTENANCE: MINOR SHEET ROCK REPAIR, PAINTING, CLEANING, ETC. SMOKE DETECTOR(S) ARE INOPERATIVE - CHECK BATTERIES. DUE TO PRESENCE OF GAS HEATING SYSTEMS, GAS WATER HEATER AND GAS LOGS IN HOME, SUGGEST BUYER CONSIDER INSTALLING CARBON MONOXIDE DETECTOR FOR ADDITIONAL SAFETY.

APPLIANCESReport Number
24180BD2

		S	NR	NP	NI	REMARKS
DISHWASHER	Manufacturer MAYTAG	☐	☒	☐	☐	PROVIDE AN AIR GAP ON DISHWASHER DISCHARGE LINE BY ELEVATING HOSE TO THE TOP OF THE CABINET.
DISPOSAL	Manufacturer ISE	☐	☒	☐	☐	ELECTRICAL CONNECTION IS MADE OUTSIDE THE DISPOSAL HOUSING, SHOULD BE IN A CLOSED JUNCTION BOX.
OVEN ☒ Electric ☐ Gas	Manufacturer WHIRLPOOL	☒	☐	☐	☐	
RANGE ☒ Electric ☐ Gas	Manufacturer WHIRLPOOL	☒	☐	☐	☐	
REFRIGERATOR	Manufacturer	☐	☒	☐	☐	
TRASH COMPACTOR	Manufacturer	☐	☐	☒	☐	
MICROWAVE	Manufacturer	☐	☐	☒	☐	

APPLIANCE COMMENTS

APPLIANCES WERE OPERATING NORMALLY AT THE TIME OF INSPECTION. THE KITCHEN CABINETS ARE SERVICEABLE AND ARE IN AVERAGE CONDITION FOR THE AGE OF THE HOUSE. INSTALL MISSING AND/OR SECURE LOOSE KNOBS FOR CABINET DOORS OR DRAWERS IN KITCHEN. ADJUST CABINET DOORS OVER LEFT SIDE OF KITCHEN SINK TO OPEN/CLOSE PROPERLY.

Note: Washers and dryers are normally considered personal property and are not checked if present. Due to time constraints, self cleaning options on ovens are not tested. Since appliances are only turned on for a short period of time, extensive testing of timers, thermostats and other controls is not possible. Any appliance that is over ten years old is considered past its normal life expectancy. Appliances can fail at any time regardless of age: consider purchasing a service contract to cover repair or replacement.

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PLUMBING		Report Number 24180BD2		S	NR	NP	NI	REMARKS
WATER SUPPLY - ☒ Public ☐ Private		☒	☐	☐	☐			
WELL Manufacturer		☐	☐	☒	☐			
PUMP Est. age		☐	☐	☐	☐			
WATER SHUT OFF LOCATION		☒	☐	☐	☐			
☒ Meter ☒ Water heater ☐ Foundation		☒	☐	☐	☐			
WATER PRESSURE 70 app. psig		☒	☐	☐	☐			SINCE THE WATER SUPPLY TO THIS HOME IS PROVIDED BY A PUBLIC UTILITY, THE WATER PRESSURE CAN VARY DEPENDING ON THE TOTAL DEMAND.
WATER PIPES ☒ Copper ☒ Galvanized ☐ Plastic ☐ Polybutylene		☒	☐	☐	☐			OLDER GALVANIZED WATER PIPING IS PRESENT. DO TO AGE, SUGGEST A PLUMBER TECHNICALLY EVALUATE THE CONDITION OF THESE WATER PIPES.
WATER PIPE SUPPORT		☒	☐	☐	☐			
WATER PIPE INSULATION		☐	☒	☐	☐			PIPE WRAP ON VARIOUS WATER LINES IN CRAWLSPACE MAY SHOULD BE ANALYZED BY A LAB TO DETERMINE IF ANY FRIABLE ASBESTOS IS PRESENT.
WATER HEATER ☐ Electric ☒ Gas ☐ Other 40 gallon capacity		☐	☒	☐	☐			WATER HEATER LOCATED IN CRAWLSPACE. THE WATER HEATER THERMOSTAT SETTING TOO HIGH - MANUFACTURES RECOMMEND 120 - 130. DEGREES.
Manufacturer RELIANCE		☐	☐	☐	☐			
Temperature 135 Deg. F. / Est. age 14+		☐	☐	☐	☐			
WASTE WATER DISPOSAL ☒ Public ☐ Private		☒	☐	☐	☐			THE WASTE SYSTEM APPEARS TO BE CONNECTED TO A PUBLIC OR COMMUNITY SEWER SYSTEM - CONSULT OWNER OR REALTOR FOR VERIFICATION.
WASTE & VENT PIPES ☒ Plastic ☒ Galvanized ☒ Cast Iron ☐ Copper		☒	☐	☐	☐			
WASTE PIPE SUPPORT		☒	☐	☐	☐			
PLUMBING FIXTURES		☒	☐	☐	☐			
KITCHEN SINK		☒	☐	☐	☐			
LAUNDRY CONNECTIONS ☒ Washer ☒ Elect. Dryer ☐ Mop Sink ☐ Gas Dryer		☒	☐	☐	☐			WASHER CONNECTION SERVICEABLE BUT DOES NOT MEET CURRENT STANDARDS.
DRYER EXHAUSTED - Outside		☒	☐	☐	☐			
BATH #1 - First floor		☐	☒	☐	☐			INSTALL MISSING TUB DRAIN STOPPER, REPAIR SLIGHT LEAK AT TUB & SHOWER CONTROL KNOB AND REPLACE DAMAGED INSIDE BOTTOM OF CABINET UNDER LAVATORY IN 1ST LEVEL MASTER BATH.
BATH #2 - First floor		☐	☒	☐	☐			REPAIR/REPLACE LEAKING, INOPERABLE LAVATORY DRAIN STOPPER AND/OR LEVER ARM FOR LAVATORY DRAIN STOPPER IN 1ST LEVEL HALL HALF BATH.
BATH #3 - Second floor		☐	☒	☐	☐			WATER OFF TO TOILET AND TOILET IS DRAINED IN 2ND LEVEL FULL BATH. CONSULT SELLER. INSTALL MISSING TOILET SEATS IN 2ND LEVEL FULL BATH. REPAIR/REPLACE LEAKING DRAIN STOPPER CONNECTION AND LEAKING CONTROL KNOBS FOR LAVATORY IN 2ND LEVEL FULL BATH.
BATH #4 - Second floor		☐	☒	☐	☐			REPAIR/REPLACE LEAKING CONTROL KNOB FOR HOT WATER SIDE OF LAVATORY IN 2ND LEVEL HALF BATH.
BATH #5 -		☐	☐	☒	☐			

PLUMBING COMMENTS

EXCEPT AS NOTED, FUNCTIONAL WATER FLOW AND DRAINAGE WAS OBSERVED AT ALL FIXTURES WHERE TESTING WAS POSSIBLE AND PRACTICAL.

Note: if well water is used for drinking purposes, we recommend it be tested by a lab or the health dept. Underground septic systems, sewer lines, and water treatment equipment are not inspected. We recommend septic tank contractor evaluation and pumping before closing.

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COOLING		Report Number 24180BD2	S	NR	NP	NI	REMARKS
COOLING UNIT #1 MANUFACTURER LENNOX MODEL NUMBER HS16-511V-1P SERIAL NUMBER 5180L07267							COOLING UNIT #1 DESCRIPTION ☐ Not Present ☒ Central ☐ Package system ☒ Electric ☐ Room units ☒ Split system ☐ Dual zone ☐ Gas LOCATION TOTAL CAPACITY APPROXIMATE AGE ☒ Outside 4.0 TONS PER DATA 20+/- yrs estimated per ☐ Inside PLATE data plate
AIR TEMPERATURE DROP #1 Return - 74 Supply - 55			●	○	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON AIR CONDITIONER SERVING THE 1ST LEVEL WAS WITHIN NORMAL LIMITS. THERE IS NO SERVICE DISCONNECT AT THE A/C UNIT THAT SERVES THE 1ST LEVEL. RECOMMEND INSTALLING ONE. DUE TO THE OBSERVATION OF VERY DIRTY FILTERS, RECOMMEND HVAC TECHNICIAN CHECK AND CLEAN THE EVAPORATOR COIL ON AIR HANDLER THAT SERVES THE 1ST LEVEL. DUE TO AGE AND CONDITION OF THE COOLING UNIT THAT SERVES THE 1ST LEVEL, RECOMMEND HVAC TECHNICIAN SERVICE AND EVALUATE.
GENERAL CONDITION #1			○	●	○	○	
COOLING UNIT #2 MANUFACTURER LENNOX MODEL NUMBER HS16-311V-3P SERIAL NUMBER 5183302209							COOLING UNIT #2 DESCRIPTION ☐ Not Present ☒ Central ☐ Package system ☒ Electric ☐ Room units ☒ Split system ☐ Dual zone ☐ Gas LOCATION TOTAL CAPACITY APPROXIMATE AGE ☒ Outside 2.5 TONS PER DATA 21+/- yrs estimated per ☐ Inside PLATE data plate
AIR TEMPERATURE DROP #2 Return - 75 Supply - 71			○	●	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON AIR CONDITIONER SERVING THE 2ND LEVEL WAS NOT WITHIN NORMAL LIMITS - RECOMMEND HVAC EVALUATE AND REPAIR OR REPLACE AS NECESSARY. THERE IS NO SERVICE DISCONNECT AT THE A/C UNIT THAT SERVES THE 1ST LEVEL. RECOMMEND INSTALLING ONE. DUE TO THE OBSERVATION OF VERY DIRTY FILTERS, RECOMMEND HVAC TECHNICIAN CHECK AND CLEAN THE EVAPORATOR COIL ON AIR HANDLER THAT SERVES THE 1ST LEVEL. DUE TO AGE, CONDITION AND PERFORMANCE AT INSPECTION, HAVE THE COOLING UNIT THAT SERVES THE 2ND LEVEL SERVICED AND EVALUATED BY A HVAC TECHNICIAN.
GENERAL CONDITION #2			○	●	○	○	
COOLING UNIT #3 MANUFACTURER NOT PRESENT MODEL NUMBER SERIAL NUMBER							COOLING UNIT #3 DESCRIPTION ☒ Not Present ☐ Central ☐ Package system ☐ Electric ☐ Room units ☐ Split system ☐ Dual zone ☐ Gas LOCATION TOTAL CAPACITY APPROXIMATE AGE ☐ Outside ☐ Inside
AIR TEMPERATURE DROP #3 Return - Supply -			○	○	●	○	
GENERAL CONDITION #3			○	○	●	○	
DUCT SUPPLY ☐ None ☐ Sheet Metal ☐ Insulated ☐ Flex ☐ Uninsulated ☐ Fiber Board			○	●	○	○	THERE IS NO SUPPLY REGISTER IN 1ST LEVEL HALL BATH. INSTALL MISSING SUPPLY REGISTER COVER IN DINING ROOM. SECURE LOOSE RETURN GRILLES IN 1ST LEVEL OF HOME. THERE WERE SEVERAL AREAS WHERE THE DUCTWORK IS LAYING ON THE GROUND IN THE CRAWL SPACE. ADDITIONAL SUPPORT IS NEEDED. SEVERAL AREAS OF THE DUCT INSULATION NEED TO BE TAPED AND SEALED. THE FLOOR BOOTHS ARE NOT INSULATED WHICH CAN PROMOTE WATER BUILD UP WITHIN THE DUCTS. SUGGEST INSULATING.
DUCT RETURN ☐ None ☐ Sheet Metal ☐ Insulated ☐ Flex ☐ Uninsulated ☐ Fiber Board			○	●	○	○	
FILTER Size 14 X 24 X 1			○	●	○	○	THE RETURN AIR FILTERS ARE DIRTY AND NEED TO BE REPLACED OR CLEANED.
COOLING COMMENTS DUE TO AGE AND GENERAL CONDITION OF AIR CONDITIONING EQUIPMENT, HAVE HVAC TECHNICIAN SERVICE UNIT(S) BEFORE PURCHASE.							

Note: This report does not reflect a technically exhaustive evaluation and should not be interpreted as a prediction of the remaining life expectancy of the air conditioner. Special HVAC license is required to check refrigerant pressures and other internal components. If you wish to have a technical evaluation, we suggest you have the system serviced and evaluated by a licensed HVAC technician.

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HEATING		Report Number 24180BD2		REMARKS			
		S	NR	NP	NI		
HEATING UNIT #1 MANUFACTURER TRANE MODEL NUMBER AUC120C960B6 SERIAL NUMBER P303PC67G LOCATION ☒ Crawl space ☐ Outside ☐ Inside ☐ Attic ☐ Basement ☐ Garage						HEATING UNIT #1 DESCRIPTION ☐ Not Present ☐ Heat Pump ☐ Baseboard ☐ Steam ☒ Forced Air ☐ Radiant Heat ☐ Solar ☐ Hot Water ENERGY SOURCE SYSTEM TYPE ☒ Natural Gas ☐ Electric ☒ Central ☒ Split system ☐ Propane ☐ Oil ☐ Room unit ☐ Package system TOTAL CAPACITY APPROXIMATE AGE 120,000 BTU's per data plate 1+/- yrs estimated per data plate	
AIR TEMPERATURE RISE #1 Return - 75 Supply - 149		●	○	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON THE FURNACE SERVING THE 1ST LEVEL WAS WITHIN NORMAL LIMITS.	
GENERAL CONDITION #1		○	●	○	○	CONDENSATION DRAINS ARE EXTENDED TO CATCH BASIN WHERE SUMP PUMP IS LOCATED IN CRAWLSPACE, THESE DRAIN LINES SHOULD EXTEND TO EXTERIOR OF CRAWLSPACE, CONSULT HVAC TECHNICIAN.	
HEATING UNIT #2 MANUFACTURER TRANE MODEL NUMBER AUC100C94B6 SERIAL NUMBER LOCATION ☐ Crawl space ☐ Outside ☐ Inside ☒ Attic ☐ Basement ☐ Garage						HEATING UNIT #2 DESCRIPTION ☐ Not Present ☐ Heat Pump ☐ Baseboard ☐ Steam ☒ Forced Air ☐ Radiant Heat ☐ Solar ☐ Hot Water ENERGY SOURCE SYSTEM TYPE ☒ Natural Gas ☐ Electric ☒ Central ☒ Split system ☐ Propane ☐ Oil ☐ Room unit ☐ Package system TOTAL CAPACITY APPROXIMATE AGE 100,000 BTU's per data plate 1+/- yrs estimated per data plate	
AIR TEMPERATURE RISE #2 Return - 79 Supply - 140		●	○	○	○	THE TEMPERATURE OUTPUT WITH RESPECT TO RETURN TEMPERATURE ON THE FURNACE SERVING THE 2ND LEVEL WAS WITHIN NORMAL LIMITS.	
GENERAL CONDITION #2		○	●	○	○	CONDENSATION DRAINS ARE EXTENDED TO CATCH BASIN WHERE SUMP PUMP IS LOCATED IN CRAWLSPACE, THESE DRAIN LINES SHOULD EXTEND TO EXTERIOR OF CRAWLSPACE, CONSULT HVAC TECHNICIAN.	
HEATING UNIT #3 MANUFACTURER NOT PRESENT MODEL NUMBER SERIAL NUMBER PO84LN57G LOCATION ☐ Crawl space ☐ Outside ☐ Inside ☐ Attic ☐ Basement ☐ Garage						HEATING UNIT #3 DESCRIPTION ☒ Not Present ☐ Heat Pump ☐ Baseboard ☐ Steam ☐ Forced Air ☐ Radiant Heat ☐ Solar ☐ Hot Water ENERGY SOURCE SYSTEM TYPE ☐ Natural Gas ☐ Electric ☐ Central ☐ Split system ☐ Propane ☐ Oil ☐ Room unit ☐ Package system TOTAL CAPACITY APPROXIMATE AGE	
AIR TEMPERATURE RISE #3 Return - Supply -		○	○	●	○		
GENERAL CONDITION #3		○	○	●	○		

HEATING COMMENTS

RECOMMEND HVAC TECHNICIAN SERVICE UNITS ANNUALLY TO MAINTAIN MAXIMUM OPERATING EFFICIENCY. SECURE LOOSE SHEET METAL COVERING FOR REFRIGERANT LINES, DRAIN LINE AND ELECTRICAL LINES THE OLD OIL FURNACE IN CRAWLSPACE WAS NOT OPERATED/INSPECTED, IT APPEARS THIS UNIT IS NO LONGER USED.

Note: For gas or oil furnaces, the only cover that was removed was the access cover on the burner assembly. The heat exchanger cannot be examined without extensive disassembly of the cabinet. Since this is not possible during a standard, visual home inspection, you may want to obtain a service contract on the unit or have it technically evaluated by an HVAC technician. Mechanical equipment can fail at any time.

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ELECTRICALReport Number
24180BD2**REMARKS**

	S	NR	NP	NI	
SERVICE ENTRANCE - Overhead	●	○	○	○	
SERVICE WIRES: SIZE & TYPE 2/0 Copper = 200 Amps & 240 Volts	●	○	○	○	
GROUNDING EQUIPMENT ☒ To Ground Stake ☒ To Water Pipe	●	○	○	○	
MAIN PANEL Located at: Outside	●	○	○	○	
SUB PANELS Located at:	●	○	○	○	SUBPANEL LOCATED IN CABINET IN 1ST LEVEL HALL AT REAR OF KITCHEN.
OVER CURRENT PROTECTION ☒ Circuit Breakers ☐ Fuses	●	○	○	○	
GROUND FAULT PROTECTION Currently present at: ☐ Baths ☐ Garage ☐ Kitchen ☐ Carport ☐ Exterior ☐ Whirlpool	○	○	●	○	GROUND FAULT PROTECTION WAS NOT REQUIRED AT THE TIME OF CONSTRUCTION. FOR PERSONAL SAFETY, RECOMMEND ADDING GROUND FAULT PROTECTION TO RECEPTACLES LOCATED AT KITCHEN COUNTER TOPS, BATHROOMS, EXTERIOR, GARAGE AND IN CRAWLSPACE.
110 VOLT CIRCUITS Material ☒ Copper ☐ Aluminum	○	●	○	○	WIRE SIZE AND DISTRIBUTION VARIED WITH MANY "HOMEOWNER" TYPE REPAIRS EVIDENT. RECOMMEND YOU CONSULT WITH AN ELECTRICIAN FOR NEEDED REPAIRS TO MEET TODAY'S STANDARDS. THIS HOME APPEARS TO HAVE SOME KNOB AND TUBE WIRING IN ATTIC WHICH IS UNGROUNDING AND GENERALLY ANTIQUATED. RECOMMEND YOU CONSULT WITH AN ELECTRICIAN FOR SYSTEM UPGRADES.
220 VOLT CIRCUITS Material ☒ Copper ☐ Aluminum	○	●	○	○	
RECEPTACLES Type ☒ 2 Prong ☒ 3 Prong	○	●	○	○	TWO PRONG RECEPTACLES ARE NOT GROUNDED. THE RECEPTACLES ARE TYPICAL FOR THE AGE FUNCTIONAL BUT DO NOT MEET CURRENT STANDARDS. SOME ORIGINAL 2 PRONG RECEPTACLES HAVE BEEN REPLACED WITH 3 PRONG RECEPTACLES AND HAVE NOT BEEN GROUNDED. CONSULT WITH ELECTRICIAN FOR MEASURES NEEDED SO RECEPTACLES MEET CURRENT STANDARD.
LIGHT FIXTURES & SWITCHES	○	●	○	○	REPAIR/REPLACE INOPERABLE LIGHT OVER KITCHEN SINK AND OVER COUNTERTOP AT RIGHT SIDE OF KITCHEN. INOPERABLE LIGHT IN 1ST LEVEL LEFT REAR BEDROOM. IN RIGHT REAR 1ST LEVEL BATH. INSTALL MISSING LIGHT FIXTURES IN 1ST LEVEL MASTER BATH. INSTALL MISSING WALL MOUNTED LIGHT FIXTURES AT REAR WALL IN DINING ROOM OR INSTALL COVERS FOR THESE OPEN JUNCTION BOXES. ALTHOUGH TYPICAL FOR CONSTRUCTION PERIOD, CLOSET LIGHTS ARE TOO CLOSE TO SHELVES. POSSIBLE FIRE HAZARD. RECOMMEND INSTALLING OF GROUNDING RECEPTACLES. INSTALL A CLOSED JUNCTION BOX FOR TAPED WIRE SPLICE AT DISPOSAL UNDER KITCHEN SINK. MISSING COVERS FOR OPEN JUNCTION BOXES IN 1ST LEVEL MASTER BATH. INSPECTOR OBSERVED VARIOUS OPEN, LOOSE JUNCTION BOXES, TAPED/OPEN WIRE SPLICES IN CRAWLSPACE, RECOMMEND ELECTRICIAN EVALUATE AND CORRECT AS NECESSARY.
SAFETY CONCERNS	○	●	○	○	

ELECTRICAL COMMENTS

SOME ALUMINUM BRANCH WIRING NOTED AT TOP TWO BREAKERS IN SUBPANEL IN CABINET IN 1ST LEVEL HALL. RECOMMEND ELECTRICIAN EVALUATE AND CORRECT AS NECESSARY. INSTALL MISSING GLOBE FOR LIGHT IN REAR 2ND LEVEL BONUS ROOM. WIRE SIZE AND DISTRIBUTION IS TYPICAL FOR RESIDENTIAL WIRING TECHNIQUES AT THE TIME OF CONSTRUCTION. SOME OF THE ELECTRICAL SYSTEM IN HOME APPEARS TO HAVE BEEN PARTIALLY UPDATED. RECOMMEND ELECTRICIAN EVALUATE ELECTRICAL SYSTEM COMPLETE NECESSARY REPAIRS OR UPGRADES TO MEET TODAY'S STANDARDS AND TO INSURE SAFE AND PROPER OPERATION OF ELECTRICAL SYSTEM IN HOME. REPAIR OR REPLACE INOPERABLE DOORBELL IN HOME.

Note: This inspection does not include low voltage systems, alarm wiring, telephone wiring, cable TV or satellite wiring.

Safety Note: To help prevent fatal electric shocks, modern standards require Ground Fault Circuit protection at the receptacles serving the kitchen and bathrooms, garage, exterior, crawl space, whirlpools & spas, pools and fountains.

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FOUNDATION

Report Number
24180BD2

S NR NP NI

REMARKS

BASEMENT DETAILS

ACCESSIBLE AREAS

MOISTURE PENETRATION Wood moisture content %

PIER MATERIAL -

WALL MATERIAL -

FLOOR JOISTS & SILLS -

GIRDER -

SUBFLOOR -

FLOOR / SLAB -

INSULATION Thickness = inches

CRAWL SPACE DETAILS

ACCESSIBLE AREAS

MOISTURE PENETRATION Wood moisture content = 17-19 %

SUMP PUMP

VAPOR BARRIER -

PIER MATERIAL - Brick Block

WALL MATERIAL - Brick Block

FLOOR JOISTS & SILLS - Conventional framing

GIRDER - Double, wood

SUBFLOOR - Planks
Discontinued

VENTILATION

INSULATION Thickness = inches

CRAWL SPACE INSPECTION LIMITED IN THOSE AREAS CONCEALED BY DUCT WORK, PLUMBING PIPES AND LOW OR INACCESSIBLE AREAS. AREA UNDER FRONT AND LEFT OF HOME ONLY VIEWED FROM DISTANCE WITH FLASHLIGHT DUE TO LOW HEIGHT, HVAC DUCTS, PLUMBING PIPES, ETC.

INSPECTOR OBSERVED STANDING WATER IN AREA OF LAUNDRY CONNECTIONS IN CRAWLSPACE, NO LEAKS EVIDENT, CONSULT PLUMBER AND/OR MOISTURE CONTROL TECHNICIAN.

REPAIR/REPLACE INOPERABLE SUMP PUMP IN CRAWLSPACE.

STEEL POSTS ALSO.

SILLS ARE NOT RESTING ON A TREATED SILL PLATE AND ARE IN DIRECT CONTACT WITH THE MASONRY. THIS CAN LEAD TO PROLONGED MOISTURE PENETRATION AND EVENTUAL ROT. TYPICAL FOR CONSTRUCTION PERIOD.

KEEP FOUNDATION VENTS OPEN EXCEPT DURING FREEZING WEATHER. SOME VENTS WERE CLOSED AT THE TIME OF INSPECTION.

NO INSULATION PRESENT IN CRAWL SPACE. CURRENT STANDARD IS 6 1/4" OF FIBERGLASS BLANKET INSULATION - TO R-19.

FOUNDATION COMMENTS

THE CRAWL SPACE WAS DAMP AT THE TIME OF INSPECTION. SUB STRUCTURE FRAMING APPEARED CONVENTIONAL FOR THE CONSTRUCTION PERIOD.

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FIREPLACE & CHIMNEY		Report Number 24180BD2		REMARKS			
		S	NR	NP	NI		
#1 FIREPLACE LOCATION ☐ Den ☒ Bedroom ☐ Living Room ☐ Bonus ☐ Basement ☐ Other						#1 FIREPLACE DESCRIPTION ☐ Not Present ☐ Metal ☐ Stove Insert ☐ Free Standing ☒ Masonry ☒ Built in ☐ Gas Logs	
FIREPLACE CONDITION (#1)		○	●	○	○	THIS COAL BURNING FIREPLACE IN 1ST LEVEL BEDROOM DOES NOT MEET CURRENT SAFETY DIMENSIONS. CONSULT A FIREPLACE SPECIALIST BEFORE USE. REPAIR MINOR CRACKING NOTED TO TILE HEARTH AT THIS FIREPLACE.	
GAS LOGS (#1)		○	○	●	○		
DAMPER (#1)		○	○	●	○	DAMPER OPENING SEALED WITH INSULATION.	
CHIMNEY CONDITION (#1)		●	○	○	○	CHIMNEY INSPECTED FROM THE GROUND - CHIMNEY CAP NOT VIEWED.	
FLUE LINER (#1)		○	○	○	●		
#2 FIREPLACE LOCATION ☒ Den ☐ Bedroom ☐ Living Room ☐ Bonus ☐ Basement ☐ Other						#2 FIREPLACE DESCRIPTION ☐ Not Present ☐ Metal ☐ Stove Insert ☐ Free Standing ☒ Masonry ☒ Built in ☒ Gas Logs	
FIREPLACE CONDITION (#2)		○	○	○	○	NOT ABLE TO VIEW THE BOTTOM OF FIREPLACE DUE TO THE SAND, ROCKWOOL, ETC. USED FOR GAS LOGS.	
GAS LOGS (#2)		○	○	○	●	NO STANDING PILOT ON GAS LOGS - DID NOT OPERATE.	
DAMPER (#2)		○	○	○	○	SINCE GAS LOGS ARE PRESENT, THERE IS A CLAMP ON THE DAMPER TO HOLD IT PARTIALLY OPEN.	
CHIMNEY CONDITION (#2)		○	○	○	○	CHIMNEY INSPECTED FROM THE GROUND - CHIMNEY CAP NOT VIEWED.	
FLUE LINER (#2)		○	○	○	●		
#3 FIREPLACE LOCATION ☐ Den ☒ Bedroom ☐ Living Room ☐ Bonus ☐ Basement ☐ Other						#3 FIREPLACE DESCRIPTION ☐ Not Present ☐ Metal ☐ Stove Insert ☐ Free Standing ☐ Masonry ☐ Built in ☐ Gas Logs	
FIREPLACE CONDITION (#3)		○	○	○	○	THIS COAL BURNING FIREPLACE IN 2ND LEVEL BEDROOM DOES NOT MEET CURRENT SAFETY DIMENSIONS. CONSULT A FIREPLACE SPECIALIST BEFORE USE. REPAIR MINOR CRACKING NOTED TO TILE HEARTH AT THIS FIREPLACE.	
GAS LOGS (#3)		○	○	○	○		
DAMPER (#3)		○	○	○	○		
CHIMNEY CONDITION (#3)		○	○	○	○	CHIMNEY INSPECTED FROM THE GROUND - CHIMNEY CAP NOT VIEWED.	
FLUE LINER (#3)		○	○	○	○		

FIREPLACE & CHIMNEY COMMENTS

FOR LONG TERM SAFE OPERATION, RECOMMEND YOU HAVE SERVICED BY A CHIMNEY SWEEP TO INCLUDE BUT NOT LIMITED TO THE ITEMS OUTLINED ABOVE. REPORT LIMITED TO AN INTERIOR VISUAL INSPECTION OF THE FIRE BOX & FLUE AND EXTERIOR CHIMNEY. GAS LOGS DID NOT HAVE A STANDING PILOT AND WAS NOT TESTED - CONSULT OWNER FOR PAST PERFORMANCE OF LOGS.

Note: Cracks in flue liners are often concealed by the normal build up of creosote. A fire was not started to check the draft. Our visual inspection may not detect all possible problems. For these reasons, we suggest that you have your chimney serviced every year by a chimney professional.

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Report Number 24180BD2		S	NR	NP	NI	REMARKS
ROOF						
ROOF MATERIAL						REMOVE DEBRIS FROM ROOF TO PREVENT POSSIBLE WATER PENETRATION.
Fiberglass Composition						
Metal						
ROOF STYLE						
Gable						
Hip						
FLASHING AND ROOF PENETRATIONS						
SKYLIGHTS						
GUTTERS - Aluminum						REMOVE DEBRIS FROM GUTTERS. REPLACE DAMAGED, BROKEN, LOOSE GUTTER AT RIGHT FRONT CORNER OF 1ST LEVEL OF HOME.
DOWNSPOUTS - Aluminum						
SPLASH BLOCKS - Concrete						SUGGEST INSTALLING PLASTIC PIPE AT ALL DOWNSPOUTS TO DIVERT WATER AWAY FROM FOUNDATION.
Plastic pipe						
ROOF INSPECTED FROM:		INSPECTED ROOF FROM ATTIC & GRADE.				ROOF AREAS NOT INSPECTED: ROOF PITCH WAS TOO HIGH AND STEEP TO WALK AND WET FROM RAIN.

ROOF COMMENTS Note: Apparent serviceability of roofing system is reported but is not a warranty or guarantee of the remaining life WHERE VISIBLE SHINGLES APPEAR TO BE IN GOOD CONDITION. ROOF FRAMING APPEARS CONVENTIONAL FOR THE CONSTRUCTION PERIOD. MAJORITY OF 2ND LEVEL ROOF WAS NOT VISIBLE FROM GROUND. CONSULT WITH SELLER ON AGE OF ROOF, AND IF NECESSARY, OBTAIN ROOFER TO EVALUATE CONDITION OF ROOFING SHINGLES ON HOME.

Report Number 24180BD2		S	NR	NP	NI	REMARKS
ATTIC						
ROOF FRAMING - Conventional rafter & bracing						FRAMING IS TYPICAL FOR CONSTRUCTION PERIOD.
CEILING JOISTS - Conventional joist & bearing						THE MAJORITY OF CEILING JOISTS COULD NOT BE INSPECTED CLOSELY DUE TO INSULATION - APPEARED SERVICEABLE WHERE VISIBLE.
ROOF DECKING - Planks						1X6 TONGUE AND GROOVE.
WATER PENETRATION						PREVIOUS WATER PENETRATION NOTED AROUND CHIMNEY, AND AROUND PLUMBING VENTS.
WHOLE HOUSE FAN						REPAIR/REPLACE INOPERABLE WHOLE HOUSE FAN IN ATTIC, ELECTRICAL IS DISCONNECTED AND BELT OFF OF UNIT.
VENTILATION						REPAIR/REPLACE TORN SCREEN MATERIAL FOR VARIOUS SOFFIT VENTS AROUND HOME. SUGGEST INSTALLING A THERMOSTAT CONTROLLED POWER FAN TO ALLEVIATE EXCESS HEAT DURING THE SUMMER MONTHS.
☐ Turbine ☒ Soffit ☐ Power Fan ☒ Louvers ☐ Ridge ☒ Static						
INSULATION						3.5 +/- INCHES OF ROLL/BATT FIBERGLASS INSULATION IS PRESENT AND RATED AT R-11+/- THIS MAY HAVE BEEN TYPICAL FOR THE AGE BUT IS LESS THAN THE CURRENT STANDARD. CONTACT AN INSULATION COMPANY FOR UPGRADE IF DESIRED.
☐ Vermiculite ☒ Fiberglass ☐ Blown ☐ Rock wool ☐ Cellulose ☒ Roll/batt						
ATTIC ACCESS - Scuttle						LIMITED ATTIC INSPECTION BY WALKING OR CRAWLING THROUGH IT.

ATTIC COMMENTS Note: Since some roof leaks may not be visible unless it is raining, we suggest you ask the seller for history of any roof leaks. ACCESSIBLE AREAS IN ATTIC WERE INSPECTED. BATHROOM EXHAUST FANS DO NOT EXHAUST OUT - TYPICAL FOR THE AGE. CURRENT STANDARD IS TO VENT TO THE EXTERIOR.

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EXTERIOR

Report Number
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REMARKS

	S	NR	NP	NI	
SIDING - Brick Vinyl	☒	☒	☐	☐	
SIDING CRACKS -	☐	☐	☒	☐	
SHUTTERS	☐	☒	☐	☐	SECURE LOOSE SHUTTER AT RIGHT FRONT OF DINING ROOM, VARIOUS SHUTTERS NEED SCRAPED AND PAINTED.
TRIM ROT -	☒	☐	☐	☐	MAJORITY OF TRIM IS CONCEALED BY VINYL / ALUMINUM BOXING AND COULD NOT BE OBSERVED.
PAINT & CAULKING	☐	☒	☐	☐	MAJORITY OF EXTERIOR WOOD & TRIM NEEDS PAINTING WITH PROPER PREPARATION.
FASCIAS - Wood	☒	☐	☐	☐	
SOFFIT / EAVES - Wood	☒	☐	☐	☐	
PORCH - Masonry	☐	☒	☐	☐	INSPECTOR OBSERVED STAIN AND DETECTED MOISTURE AT BOTTOM OF FRONT WALL IN RIGHT END 1ST LEVEL BONUS ROOM. RECOMMEND CONTRACTOR EVALUATE AND CORRECT SOURCE OF WATER PENETRATION IN THIS AREA. REPLACE DAMAGED DECORATIVE BASE AROUND BOTTOM OF RIGHT SUPPORT COLUMN FOR FRONT PORCH.
PORCH RAILS -	☐	☐	☒	☐	SUGGEST INSTALLING HANDRAILS FOR FRONT PORCH.
STOOP -	☐	☐	☒	☐	
STOOP RAILS -	☐	☐	☒	☐	
DECK -	☐	☐	☒	☐	
DECK RAILS -	☐	☐	☒	☐	
FRONT ☒ Single ☐ Metal DOOR ☐ Double ☐ Glass ☒ Wood ☐ Fiberglass	☐	☒	☐	☐	SECURE LOOSE LATCH/DOORKNOB ASSEMBLY FOR FRONT STORM DOOR AND ADJUST FRONT STORM DOOR TO CLOSE/LATCH PROPERLY WITHOUT STICKING.
OTHER ☒ Single ☒ Wood ☐ Glass DOOR(S) ☒ Double ☐ Metal ☐ Fiberglass	☐	☒	☐	☐	REPAIR/REPLACE DAMAGED, INOPERABLE FRONT DOUBLE FRENCH DOORS IN LIVING ROOM AT LEFT FRONT OF HOME. REPAIR/REPLACE DAMAGED SCREEN MATERIAL FOR STORM DOOR AT LEFT END OF HOME.
SLIDING ☐ Screened ☐ Tempered GLASS DOOR ☐ Insulated	☐	☐	☒	☐	
GARAGE - DOOR OPENER -	☐	☐	☐	☒	STRUCTURE, INTERIOR, EXTERIOR, ELECTRICAL, PLUMBING, ETC. NOT INSPECTED ON DETACHED GARAGE OR POOL HOUSE DUE TO DOORS BEING LOCKED AND NO KEY.
WINDOWS ☒ Double Hung ☐ Wood ☐ Single Hung ☒ Vinyl ☐ Slider ☒ Insulated ☒ Fixed ☐ Storm ☐ Awning ☒ Casement ☐ Metal ☒ Screens	☐	☒	☐	☐	INSTALL MISSING SCREENS FOR CASEMENT WINDOWS IN RIGHT END 1ST LEVEL BEDROOM. ADJUST RIGHT REAR WINDOW IN REAR 2ND LEVEL BONUS ROOM TO CLOSE AND LOCK PROPERLY.

EXTERIOR COMMENTS

THE OVERALL CONDITION OF EXTERIOR COMPONENTS WAS ABOUT AVERAGE FOR THIS AGE OF HOME. RECOMMEND MAKING REPAIRS TO ITEMS NOTED ABOVE.

Note: Conditions behind siding, gutters, awnings and heavy shrubbery are not visible and are expressly excluded from this report. If stucco (E.I.F.S.) is present, we recommend that surface scanning and / or intrusive moisture analysis be performed by a specialist in this field.

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ADDENDUM PAGE

Report Number
24180BD2

JULY 8, 2004

THIS IS AN ADDENDUM FOR THE PROPERTY LOCATED AT 2208 EAST NORTH AVENUE, ANDERSON S.C. I REVISITED THIS PROPERTY ON THE ABOVE DATE TO INSPECT THE POOL HOUSE, APARTMENT AND GARAGE THAT WAS LOCKED AT TIME OF THE ORIGINAL HOME INSPECTION.

INSPECTOR OBSERVED AREAS OF ELECTRICAL WIRING AT EXTERIOR CORNERS OF THESE BUILDINGS THAT APPEAR TO HAVE KNOB AND TUBE ELECTRICAL WIRING THAT IS ANTIQUATED AND OUTDATED AND APPEARS TO BE STILL IN USE. RECOMMEND ELECTRICIAN EVALUATE ELECTRICAL SYSTEMS IN THESE BUILDINGS AND UPGRADE, REPAIR/REPLACE AS NECESSARY TO INSURE PROPER AND SAFE OPERATION. INSTALL MISSING COVERS FOR VARIOUS OPEN JUNCTION BOXES IN ATTIC OVER GARAGE/APARTMENT AND INSTALL CLOSED JUNCTION BOXES FOR VARIOUS OPEN/TAPPED WIRE SPLICES IN ATTIC OVER GARAGE/APARTMENT AND AT SEVERAL EXTERIOR CORNERS OF POOL HOUSE, GARAGE/APARTMENT AREAS. REPAIR/REPLACE INOPERABLE LIGHTS IN GARAGE, AND IN APARTMENT, INSTALL MISSING GLOBES FOR VARIOUS LIGHTS IN APARTMENT OR GARAGE AREAS. INSTALL MISSING BLANKS FOR VACANT BREAKER OPENINGS IN MAIN EXTERIOR PANEL BOX AT LEFT REAR OF GARAGE.

RECOMMEND TRIMMING LIMBS IN DIRECT CONTACT WITH THESE BUILDINGS TO PREVENT POSSIBLE DAMAGED TO ROOF. RECOMMEND REMOVAL OF DEBRIS FROM ROOF OVER POOL HOUSE, GARAGE/APARTMENT AREAS. RECOMMEND ROOFER/CONTRACTOR EVALUATE AND REPLACE AS NECESSARY IMPACT DAMAGED ROOFING SHINGLES, DECKING, FRAMING IN AREA OVER REAR OF GARAGE. CURRENTLY THERE IS A HOLE IN THE ATTIC OVER THIS AREA OF THE GARAGE. RECOMMEND CONTRACTOR EVALUATE AND REPAIR/REPLACE VARIOUS BOWED, CRACKED, DAMAGED CEILING AND WALL PANELING AT VARIOUS AREAS INSIDE OF APARTMENT. RECOMMEND CONTRACTOR EVALUATE AND SEAL OPENINGS BELOW GABLE VENTS AT BOTH ENDS OF GARAGE TO PREVENT POSSIBLE WATER AND/OR VERMIN ENTRY. REPAIR/REPLACE IMPACT DAMAGE(HOLE) TO METAL ROOF AWNING OVER REAR OF APARTMENT AREA.

CONFIRM WITH SELLER THAT PLUMBING SYSTEMS IN POOL HOUSE AND APARTMENT ARE CONNECTED TO SEWAGE SYSTEM FOR HOME OR HAVE THEIR OWN CONNECTION TO PUBLIC SEWER SYSTEM. RECOMMEND PLUMBER EVALUATE AND CORRECT VERY LIMITED WATER FLOW FOR BATHROOM FIXTURES IN APARTMENT.

REPAIR/REPLACE SEVERAL CRACKED, DAMAGED WINDOW PANES FOR SEVERAL WINDOWS IN GARAGE/APARTMENT AND/OR POOL HOUSE. INSTALL MISSING CONNECTION ARM FOR GARAGE DOOR OPENER FOR RIGHT SIDE GARAGE DOOR. REPAIR/REPLACE SEVERAL DAMAGED AREAS OF GARAGE DOORS, GARAGE DOOR FRAMES. ADJUST FENCE GATE AT LEFT REAR OF GARAGE TO CLOSE AND LATCH PROPERLY.

500.00 X

4.00 X

Back Sidel

6" X

8"

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INTERIORReport Number
24180BD2

ROOMS / FLOORS	Dining	Den	Living	Kitchen	Bonus room	B/R #1	B/R #2	B/R #3	B/R #4	Bath #1	Bath #2	Bath #3	Misc. room
Basement													
Level 1	WD	WD	WD	WD	TIL	WD	WD	CPT		TIL	TIL		WD
Level 2					WD	CPT	CPT	WD	CPT	TIL	TIL		
Level 3													
FLOORS & WALLS	STAIN NOTED ON FLOOR IN 1ST LEVEL HALL BATH/LAUNDRY ROOM. NO LEAKS EVIDENT. NO MOISTURE DETECTED. CONSULT HOMEOWNER. REPAIR/REPLACE CRACKED, LOOSE TILE/MARBLE THRESHOLD STRIP FOR DOORWAY INTO 1ST LEVEL HALL BATH. MINOR CRACKING OBSERVED IN VARIOUS WALLS/CEILINGS IN HOME. TYPICAL FOR PLASTER CONSTRUCTION. VARIOUS WALL STAINS/REPAIRS NOTED IN HOME. CONSULT SELLER. INSPECTOR OBSERVED STAIN AND DETECTED MOISTURE AT BOTTOM OF FRONT WALL IN RIGHT END 1ST LEVEL BONUS ROOM. RECOMMEND CONTRACTOR EVAPORATE AND CORRECT SOURCE OF WATER PENETRATION IN THIS AREA.												
ALARMS	Is smoke detector working? ☒ Yes ☐ No ☐ N/A					Carbon monoxide detector should be installed? ☒ Yes ☐ No ☐ N/A							
CEILING	Are major cracks visible? ☐ Yes ☒ No ☐ N/A					Are water stains evident? ☐ Yes ☒ No ☐ N/A							
STAIRS /DOORS	Interior doors operate and lock properly? ☐ Yes ☒ No ☐ N/A					Are handrails installed on stairs? ☒ Yes ☐ No ☐ N/A							

INTERIOR COMMENTS

REPLACE CRACKED WINDOW PANE FOR RIGHT SIDE OF DOUBLE INTERIOR DOORS BETWEEN LIVING ROOM AND DINING ROOM. INSTALL MISSING HINGE PIN FOR BOTTOM HINGE ON DOOR TO 1ST LEVEL HALL BATH. ADJUST DOORS TO 1ST LEVEL MASTER BEDROOM AND MASTER BATH TO OPEN & CLOSE PROPERLY WITHOUT STICKING. UNABLE TO ACCESS CLOSET DOOR IN 1ST LEVEL HALL BATH/LAUNDRY ROOM DUE TO MISSING DOORKNOB. UNABLE TO OPEN DOOR AT RIGHT OF FIREPLACE IN DEN DUE TO LOCKED AND NO KEY. INSTALL MISSING STRIKER PLATE FOR DOOR TO RIGHT FRONT 2ND LEVEL BEDROOM. INSTALL MISSING AND/OR REPAIR/REPLACE VARIOUS MISSING AND/OR INOPERABLE DOORKNOB ASSEMBLIES FOR VARIOUS DOORS IN HOME. INTERIOR NEEDS GENERAL MAINTENANCE. MINOR SHEETROCK REPAIR, PAINTING, CLEANING, ETC. SMOKE DETECTOR(S) ARE INOPERATIVE. CHECK BATTERIES. DUE TO PRESENCE OF GAS HEATING SYSTEMS, GAS WATER HEATER AND GAS LOGS IN HOME, SUGGEST BUYER CONSIDER INSTALLING CARBON MONOXIDE DETECTOR FOR ADDITIONAL SAFETY.

APPLIANCESReport Number
24180BD2**REMARKS**

		S	NR	NP	NI	
DISHWASHER	<u>Manufacturer</u> MAYTAG	☐	☒	☐	☐	PROVIDE AN AIR GAP ON DISHWASHER DISCHARGE LINE BY ELEVATING HOSE TO THE TOP OF THE CABINET.
DISPOSAL	<u>Manufacturer</u> ISE	☐	☒	☐	☐	ELECTRICAL CONNECTION IS MADE OUTSIDE THE DISPOSAL HOUSING, SHOULD BE IN A CLOSED JUNCTION BOX.
OVEN ☒ Electric ☐ Gas	<u>Manufacturer</u> WHIRLPOOL	☒	☐	☐	☐	
RANGE ☒ Electric ☐ Gas	<u>Manufacturer</u> WHIRLPOOL	☒	☐	☐	☐	
REFRIGERATOR	<u>Manufacturer</u>	☐	☐	☒	☐	
TRASH COMPACTOR	<u>Manufacturer</u>	☐	☐	☒	☐	
MICROWAVE	<u>Manufacturer</u>	☐	☐	☒	☐	

APPLIANCE COMMENTS

APPLIANCES WERE OPERATING NORMALLY AT THE TIME OF INSPECTION. THE KITCHEN CABINETS ARE SERVICEABLE AND ARE IN AVERAGE CONDITION FOR THE AGE OF THE HOUSE. INSTALL MISSING AND/OR SECURE LOOSE KNOBS FOR CABINET DOORS OR DRAWERS IN KITCHEN. ADJUST CABINET DOORS OVER LEFT SIDE OF KITCHEN SINK TO OPEN/CLOSE PROPERLY.

Note: Washers and dryers are normally considered personal property and are not checked if present. Due to time constraints, self cleaning options on ovens are not tested. Since appliances are only turned on for a short period of time, extensive testing of timers, thermostats and other controls is not possible. Any appliance that is over ten years old is considered past its normal life expectancy. Appliances can fail at any time regardless of age: consider purchasing a service contract to cover repair or replacement.

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal from the Circuit Court of Anderson County, South Carolina

J. Cordell Maddox, Circuit Court Judge

Case No. 2005-CP-04-1386

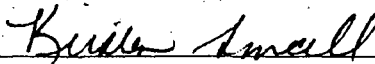
Robert Coake and Susan Coake,
Appellants/Respondents,

v.

Kathleen Burt, n/k/a Kathleen Thomason,
Respondent/Appellant.

**CERTIFICATE
OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all
material proposed to be included by any of the parties and not any other material.


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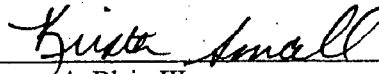
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Kathleen Burt, n/k/a Kathleen Thomason,
Respondent/Appellant.

I certify that I served the **Record on Appeal** on the Respondent/Appellant,
Kathleen Burt n/k/a Kathleen Thomason, by depositing a copy of it in the United
States Mail, postage prepaid, on April 29, 2009, addressed to her attorney of record,
at the following address:

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