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**Mar 11 2025**

**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

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**APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas**

**Jocelyn Newman, Circuit Court Judge**

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**Appellate Case No. 2024-000995**

**Trial Case No. 2022CP4002713**

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Elizabeth Ray and Melvin Ray,

Appellants,

v.

Sunsetter Properties and  
Home Inspection One,

Respondents.

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**REPLY BRIEF OF APPELLANT  
(SUNSETTER PROPERTIES, LLC)**

---

Reagan Singletary  
The Singletary Group  
297 South Metts Street  
St. George, South Carolina 29377  
(803) 552-6957  
Attorney for Appellant

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## **INTRODUCTION**

COMES NOW, the Appellants, Elizabeth Ray and Melvin Ray, by and through their undersigned counsel, and submit this Reply Brief in response to Respondent Sunsetter Properties Initial Brief. This Reply Brief directly addresses the arguments raised by the Respondents and demonstrates why the lower court's decision should be reversed.

### **I. THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT BEFORE THE COMPLETION OF DISCOVERY**

The Respondents argue that the trial court properly granted summary judgment because the Appellants failed to conduct discovery in a timely manner. This assertion cherry-picks facts from the record to support their contention while ignoring facts that justify the delay, such as counsel being written out of work due to a medical condition (Hearing Tr. at 12-13). The transcript further reflects that Appellants' counsel explicitly raised to the court that the summary judgment motion was premature because depositions had been scheduled and a deposition notice had been issued, demonstrating ongoing efforts to gather material evidence (Hearing Tr. at 12-13, 18).

Additionally, at the time of the motion hearing, there was no scheduling order in place, the case had not been called for trial, nor had there been any mediation conferences. These factors further demonstrate that the case was not at a procedural stage where summary judgment was appropriate (Hearing Tr. at 14-15).

While the trial judge acknowledged that Appellants' counsel had been out of work for six months, the court ultimately dismissed this justification, asserting that even accounting for the medical leave, three months remained for discovery to be completed (Hearing Tr. at 13-14).

However, this reasoning fails to consider that depositions were already in progress and that additional time was needed to complete a full and fair discovery process.

Given these circumstances, the trial court should have exercised discretion to allow additional time for discovery before ruling on summary judgment, as required under Rule 56(f), SCRCPP.

South Carolina law holds that summary judgment should not be granted when relevant discovery is still pending. See *Baughman v. AT&T*, 306 S.C. 101, 410 S.E.2d 537 (1991) (summary judgment inappropriate when relevant facts could still be discovered). The trial court's decision deprived Appellants of the ability to fully present their case, and summary judgment should be reversed.

## **II. THE TRIAL COURT ERRED IN STRIKING APPELLANTS' AFFIDAVIT**

The Respondents argue that the affidavit of Elizabeth Ray was untimely filed and should be disregarded. However, this mischaracterizes the procedural timeline. The affidavit was submitted two days before the hearing, which complies with Rule 6(d), SCRCPP. The court's rigid interpretation failed to recognize that no prejudice resulted to Respondents from the filing.

Additionally, South Carolina courts have not specifically applied the weekend service rule to affidavits under Rule 56 summary judgment proceedings. Rule 6(a), SCRCPP, which excludes weekends when computing deadlines under seven days, was misapplied by the trial court. Rule 6(d), which directly governs affidavit deadlines, does not prohibit service on weekends. The judge's reliance on the weekend rule to exclude Appellants' affidavit was a misinterpretation of the procedural rules.

Moreover, the Respondents suffered no prejudice from the affidavit's submission. The record reflects that Respondents responded with their own affidavit before the hearing, attempting to rebut the issues raised in Appellant's affidavit. This demonstrates that Respondents had sufficient time to counter Appellant's arguments and were not unfairly surprised or disadvantaged. Courts have consistently held that procedural rules should not be rigidly applied to obstruct the fair presentation of claims, especially where the opposing party had the opportunity to respond. See *Black v. Lexington School Dist. No. 2*, 327 S.C. 55, 488 S.E.2d 327 (1997).

Furthermore, by striking Elizabeth Ray's affidavit, the trial court disregarded key factual disputes that should have precluded summary judgment. Without considering this evidence, the court failed to acknowledge material disputes regarding the property's condition, the scope of repairs, and the presence of mold, which were central to Appellants' claims.

Accordingly, excluding the Appellant's affidavit was improper, and the trial court's decision should be reversed.

### **III. THE TRIAL COURT ERRED IN DENYING APPELLANTS' REQUEST TO AMEND THE COMPLAINT**

The Respondents argue that it was too late for Appellants to amend their complaint at the summary judgment stage. However, South Carolina law does not impose a strict bar on amendments at this stage. Rule 15(a), SCRPC, provides that leave to amend should be "freely given when justice so requires." Courts have recognized that amendments may be appropriate even at the summary judgment stage, especially when there is no prejudice to the opposing party. In *Forrester v. Smith & Steele Builders, Inc.*, 294 S.C. 503, 369 S.E. 2d 156 (Ct. App.1988), the

South Carolina Court of Appeals reversed a denial of a motion to amend filed at the summary judgment stage, holding that amendments should be permitted absent a showing of prejudice.

Additionally, the trial transcript demonstrates that Appellants made a global request to amend the complaint without distinction between defendants. The motions for summary judgment were scheduled for the same hearing, and both defendants presented their arguments consecutively. The trial court did not bifurcate its rulings but issued a global decision denying the amendment request and granting summary judgment to both defendants (Hearing Tr. at 18-21). At no point did the court indicate that the amendment denial applied solely to Home Inspection One, confirming that the ruling impacted both defendants equally.

The timing of a case should not unduly restrict a party's ability to amend their complaint, especially in the absence of demonstrated prejudice to the opposing party. Because no such prejudice was shown here, the trial court erred in denying leave to amend.

#### **IV. SUMMARY JUDGMENT WAS IMPROPER DUE TO DISPUTED MATERIAL FACTS**

Respondents argue that it fully disclosed all property conditions and completed all necessary repairs before closing. However, the affidavit of Elizabeth Ray directly refutes these claims, asserting that several key repairs, including leaks, moisture issues, and insulation defects, were never fixed. Respondents failed to disclose that the sunroom was an unpermitted addition, meaning the property was not in compliance with building codes. Moisture and leaks persisted, leading to the development of mold, which a November 2019 inspection confirmed. Additionally, Respondents attempted to negotiate away its repair obligations by offering to install a microwave instead of fixing leaks and drywall damage.

Further, Greg Langjahr's affidavit contradicts Elizabeth Ray's affidavit on multiple key issues, creating material disputes. Langjahr claims that all repairs in the repair addendum were completed, while Ray states that several major issues were left unresolved. Langjahr asserts that Respondents had no duty to check for permits, while Ray contends that Respondents knowingly failed to disclose an unpermitted sunroom. Langjahr denies any effort to negotiate out of repairs, but Ray states that Respondents tried to substitute structural repairs with a microwave installation. (See the Attached affidavit of Elizabeth Ray).

These contradictions alone should have precluded summary judgment, as credibility determinations and disputed material facts are matters for a jury to resolve. See *Hancock v. Mid-South Mgmt. Co., Inc.*, 381 S.C. 326, 673 S.E.2d 801 (2009). Additionally, credibility determinations are improper at this stage. See *Cothran v. Brown*, 357 S.C. 210, 592 S.E.2d 629 (2004). A jury should determine whether Respondents' failure to disclose and repair constituted negligent misrepresentation.

### **CONCLUSION**

For the foregoing reasons, Appellants respectfully request that this Court reverse the trial court's grant of summary judgment, reinstate their claims against Respondents, permit the amendment of their complaint, and remand for further proceedings.

Respectfully submitted,

/s/ Reagan Singletary  
The Singletary Group  
S.C. Bar No. 77541  
297 South Metts Street  
St. George, South Carolina 29377  
(803) 552-6957  
Attorney for Appellant

March 10, 2025

# Attachment A

Affidavit of Elizabeth Ray

Elizabeth Ray and Melvin Ray,

Plaintiff,

vs.

Sunsetter Properties, LLC, Nancy Warner agent  
for Coldwell Banker Residential Brokerage, and  
Home Inspection One, LLC.

Defendants.

C.A. No. 2022-CP-40-02713

**AFFIDAVIT OF ELIZABETH RAY**

Personally appeared before me, the undersigned Notary Public, Elizabeth Ray who, upon first being duly sworn, deposes and testifies upon his oath as follows:

1. My name is Elizabeth Ray. I am over the age of eighteen years and am of sound mind.
2. I am the Plaintiff in the above-captioned matter.
3. The information contained in this Affidavit is within my personal knowledge.
4. On March 26, 2019, a Disclosure was executed, wherein the proprietors declared their unawareness of any toxic mold, among other particulars (please refer to the Affidavit of Greg Langjahr pg. 2 line 24). Subsequently, on April 3, 2019, a home inspection conducted by Home Inspection One delineated several deficiencies necessitating rectification, inclusive but not limited to a leaking supply valve, moisture in the main attic, leaking heating and AC drains, leaking valve stems, absence of insulation, and fractured windows (please refer to Exhibit E ). Additionally, on the morning of the closing, a water leak in the kitchen ceiling was uncovered by a painter engaged by the Defendant, attributable to a fractured HVAC condensation line.
5. Sunsetter purported to effect repairs and repainting, averring completion of all remedial actions Sunsetter also purported that in accordance with the Home Inspection that all repairs were fixed on by May 29, 2019 which were complete misrepresentations because the Seller

relied on the addendum of the Seller's contract stating that these items would be rectified prior to closing. However, the Defendant defaulted on its obligation to redress all issues enumerated in the inspection report, thereby breaching the contract. The Defendants bore the duty to remedy all leaks, insulation inadequacies, moisture issues, broken windows, and to seal designated areas of the residents, among other specifically identified deficiencies.

6. Notwithstanding the Defendant's assertion of ignorance regarding toxins within the premises subsequent to executing an addendum on April 9, 2019, they were fully apprised of extant deficiencies, including leaks, moisture accumulation, deficient insulation, broken windows, peeling paint, and compromised drywall attributable to leaks. The absence of moisture barriers, facilitating mold mitigation, resulted in the direct presence of mold within the residence. Consequently, the Defendants may be held liable for resultant damages stemming from their failure to address these issues, as delineated in the addendum.

7. In November 2019, the Plaintiffs commissioned a mold inspection due to unresolved concerns of moisture, water damage, insulation inadequacies, and window deficiencies. The Mold Inspection Report, conducted in November 2019, revealed evidence of mold presence, with water stains discernible in specific locales, indicative of mold growth behind the sheetrock and on the outer surface as well. The Defendants' failure to address the issues itemized in the addendum directly precipitated mold growth within the Plaintiffs' residence.

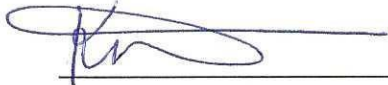
8. Furthermore, the Defendants attempted to negotiate their way out of fulfilling their obligations by proposing alternative arrangements, such as offering to install a microwave in exchange for not addressing issues like leaks and damaged drywall, even after the contract was signed and funds were exchanged. Despite this, the Plaintiffs relied on the statements contained

within the Addendum to Contract Sale Inspection and Repairs, expecting the agreed-upon repairs to be completed as stipulated.

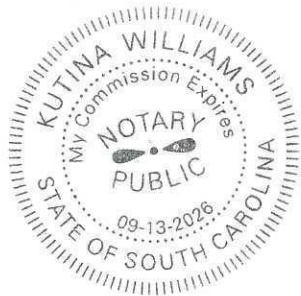
9. In conclusion, following the disclosure and addendum, the Defendant failed to fulfill the repairs they committed to completing. Additionally, the Defendants misrepresented themselves by not disclosing that the sunroom was an addition completed without permits, a fact they were aware of, as indicated by statements made within their affidavit. Consequently, the 901 Valhala Property is not in compliance with building codes and regulations.

Further Affiant Saith Not.

  
Elizabeth Ray

  
Notary Public  
Kutina Williams

Sworn to and subscribed before me this 14 day of April, 2024  
My Commission expires 9/13/26



STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2022-CP-40--2713

Elizabeth and Melvin Ray,

Plaintiffs,

vs.

Sunsetter Properties, LLC; Nancy Warner  
agent for Coldwell Banker Residential  
Brokerage; and Home Inspection One, LLC,

Defendants.

**AFFIDAVIT OF**  
**GREG LANGJAHR**

PERSONALLY appeared before me, Greg Langjahr, who, upon first being duly sworn, deposes and states that:

1. I am over the age of 21, and I am competent to make this affidavit.
2. I am currently the sole member of Defendant Sunsetter Properties, LLC (“Sunsetter”). As such, I have personal knowledge of the matters stated herein.
3. Sunsetter is a limited liability company organized on March 7, 2014, with the South Carolina Secretary of State.
4. I have always been listed as the registered agent of Sunsetter, with an address of 240 Ammons Lane, Hartsville, SC 29550. At all times relevant herein, I was the only person authorized to act or accept service of process on behalf of Sunsetter.
5. On September 22, 2022, Plaintiffs purported to serve Sunsetter with the Summons and Complaint. The Affidavit of Service says as follows:

**Additional Comments:**

1) Successful Attempt: Sep 22, 2022, 1:22 pm EDT at Company: Greg Langjahr, 240 Ammons Lane, Hartsville, , South Carolina 29550 received by Sunsetter Properties, LLC. . Age: 25; Ethnicity: Caucasian; Gender: Male; Other: Nicolas 22 States he's an authorized agent with father ; Served

6. I do not have a 22-year-old son, but I do have a son named Nicholas, who was 17 years old at that time. Nicholas was never authorized to accept the service of legal papers on behalf of Sunsetter or do anything on behalf of Sunsetter. My teenage son is not involved with Sunsetter. Service of process was therefore never properly effected on Sunsetter.

7. On or about November 16, 2018, Sunsetter purchased 901 Valhalla Drive in Columbia, South Carolina (the "Home"). A true and accurate copy of the deed to Sunsetter evidencing this is attached as **Exhibit A**.

8. When Sunsetter purchased the Home, it was vacant and contained a sunroom/porch. Plaintiffs allege that Sunsetter added a sunroom/porch to the Home. This is not correct because the sunroom/porch was already part of the Home when Sunsetter purchased the Home in 2018. A true and accurate copy of an Inspection Report conducted by Sunsetter's lender right when I bought the Home evidencing this is the case is attached as **Exhibit B**.

9. Sunsetter made some repairs and improvements to the Home: new flooring; painting; new light fixtures; replacing windows in the sunroom; replacing faucets; replacing the roof; installing a mini-split HVAC in the sunroom/porch; replacing the kitchen countertop; installing new kitchen appliances; and landscaping. None of this work required a permit, except for replacing the roof, which Sunsetter's roofing contractor obtained.

10. On or about March 26, 2019, Sunsetter and Plaintiffs entered into a contract for the sale of the Home to Plaintiffs ("the Contract"), a true and accurate copy of which is attached as **Exhibit C**. The Contract allowed Plaintiffs to inspect the Home and note any repairs it wanted Sunsetter to make.

11. Sunsetter provided a Residential Property Condition Disclosure Statement (“Disclosure Statement”), a true and accurate copy of which is attached as **Exhibit D**. The Disclosure Statement required Sunsetter to disclose whether it had any “actual knowledge or notice” concerning various matters. In the Disclosure Statement, Sunsetter did not note any problems or issues because neither Sunsetter nor I had actual knowledge or notice of problems or issues.

12. Sunsetter also purchased Home Warranty Coverage for Plaintiffs as part of the Contract.

13. Plaintiffs hired Home Inspection One, LLC to inspect the Home, which it did on April 3, 2019. Home Inspection One, LLC issued an inspection report, a true and accurate copy of which is attached as **Exhibit E**.

14. The inspection report noted various repairs that needed to be made. Plaintiffs then asked Sunsetter to make repairs pursuant to a repair addendum to the Contract, a true and accurate copy of which is attached as **Exhibit F**. Sunsetter made those repairs.

15. The inspection report provides that it does not cover mold and advises Plaintiffs to hire someone else if they are concerned about mold or similar issues.

16. On the morning of closing, Sunsetter’s hired painter had gone to the Home to get his tools and found a water leak in the kitchen ceiling. After investigation, the HVAC condensation line was broken, causing a leak. At closing, the parties agreed that Sunsetter would repair the problem and repair and repaint the kitchen ceiling, which was done.

17. The closing occurred on May 23, 2019, and Sunsetter conveyed the Home to Plaintiffs. A true and accurate copy of the deed from Sunsetter to Plaintiffs evidencing this is attached as **Exhibit G**.

18. Plaintiffs have accused Sunsetter of making three false representations: (1) not seeking permits for the sunroom/porch and not having it inspected upon completion; (2) the hot water heater was replaced when it had not been replaced, and (3) that Sunsetter represented there was no mold in the Home.

19. Sunsetter had no oral or verbal discussions or communications with Plaintiffs. All communications were done in writing: The Contract and the Disclosure Statement.

20. As mentioned above, the sunroom/porch was already part of the Home when Sunsetter purchased it. Sunsetter did not add the sunroom/porch to the Home because it was already there. In any event, Sunsetter made no representations about the sunroom/porch because it is not mentioned at all in the Contract and the Disclosure Statement.

21. Regarding the allegation of a hot water heater being replaced when it had not been replaced, Sunsetter made no such representation. Neither the Contract nor the Disclosure Statement says anything to this effect.

22. Neither Sunsetter nor I had any knowledge or notice of any mold in the Home, toxic or otherwise. My lender did not require me to obtain a mold inspection. I never had a mold inspection done on the Home. The Home did not appear to have any mold issues. I had no knowledge of mold in the Home to the extent it existed when I sold the Home to Plaintiffs.

23. The Disclosure Statement did have a question regarding mold and other issues, and Sunsetter responded as follows:

**VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION**


A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: None

24. On behalf of Sunsetter, I wrote “none” in response to this question because, as stated above, neither I nor Sunsetter had knowledge of any toxic mold in the Home or any other of the matters listed in the above question.


25. Plaintiffs had the right to inspect the Home thoroughly. Plaintiffs had a home inspection company inspect the Home. Sunsetter made all repairs noted by the home inspection company. Plaintiffs had a termite company inspect the Home. Plaintiffs could have had the Home inspected for mold or any other issue deemed necessary before closing, as the home inspection company suggested, but Plaintiffs chose not to do so.

26. When Sunsetter sold the Home to Plaintiffs, it had no knowledge or notice of any of the issues raised by Plaintiffs in this case.

FURTHER, AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Greg Langjahr

SWORN and subscribed to before me  
this 8 day of August, 2023.

 (SEAL)  
Notary Public for South Carolina  
Printed Name of Notary: Laura K. Herrington  
My Commission Expires: May 3, 2031



# INVOICE

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### INSPECTION DETAILS

Inspection Performed For: Melvin & Elizabeth Ray  
Address of Property Inspected: 901 Valhalla  
Type of Inspection: \_\_\_\_\_  
Date of Inspection: 4-3-19

### CLOSING DETAILS

Agent/Representative: \_\_\_\_\_ Phone: \_\_\_\_\_  
Closing Attorney: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ Closing Date: \_\_\_\_\_

**AMOUNT DUE: \$ 310.00**

### Convenient Ways to Pay

- Credit Card or Pay Pal Online at [www.SCInspectionONE.com](http://www.SCInspectionONE.com)
- Credit Card by Phone 803.730.7954
- Send Payments to:  
Home Inspection One  
25 Sunrise Point  
Irmo, SC 29063

KC

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## Defective Summary

The following items or discoveries indicate that these systems or components do not function as intended or adversely affects the habitability of the dwelling; or warrants further investigation by a specialist, or requires subsequent observation. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report. It is recommended that a licensed contractor make any and all repairs.

### Exterior Surface and Components

1. Trim/Fascia/Soffits - Window sill on R front has water damage/soft wood.  
Wood post sticking out of brick veneer under all front windows are loose.  
A licensed contractor is recommended to further evaluate and all siding and trim and repair.
2. Entry Doors: - Master bedroom backdoors will not close/latch/seal properly.  
Door on L open to outside without a landing or steps.  
Hand railing is also missing from master steps.  
Back sunroom door is missing sweep/weather stripping.  
A qualified contractor is recommended to evaluate and repair
- \* (3) Other: - Wall penetrations/openings at HVAC lines and plumbing clean-outs are not sealed \*

### Garage/Carport

4. Front Garage Ceiling: - Popped seams or loose seam tape, no visible signs of leaks or other damage.

### Structure

5. Differential Movement: - Stress cracks in brick veneer above front steps, below and above back sunroom door. On L wall of garage.  
A licensed contractor or foundation company is recommended to further evaluate all of structure and repair.

### Attic

- \* (6) Main Attic Insulation: - No insulation present in area above back sliding door (old porch) and on vertical wall where mini split is mounted.  
Chase at chimney in attic is open/not sealed.  
A qualified contractor is recommended to evaluate and repair.
- \* (7) Main Attic Attic Fan: - Motors are burned out, both units.
- \* (8) Main Attic Moisture Penetration: - Moisture stains visible, tested dry, possibly old, confirm all leaks have been repaired.

### Fireplace/Wood Stove

- \* (9) Den Fireplace Fireplace Construction: - Metal firebox and flue have areas of rust and has started rusting out in some areas.  
Visible in den and in from attic.  
A licensed contractor is recommended to further evaluate and repair.

### Plumbing

- (10) Water Lines: - Supply valve at above water heater is leaking.  
A licensed plumber is recommended to further evaluate all plumbing and repair.

### Bathroom

11. Master Bathroom Shower/Surround: - Valve stems are leaking

### Kitchen

- \* (12) Main level Kitchen Ventilator: - No ventilation, cabinets above oven are too close. Min 30in needed to combustionable materials.  
Add hood or raise cabinets.
13. Main level Kitchen Dishwasher: - Installation not complete, trim & insulation not installed.
14. Main level Kitchen Windows: - Window off track.

### Living Space

15. Main Living Space Windows: - Windows stuck/ painted/ secured shut, could not get any to operate/open.
16. Main Living Space Windows: - Insulated glass seals have failed/ glass fogged. Recommend having all windows checked when repairs are made. Noted on window in L front bedroom and one in living room, & possibly others.

**Defective Summary (Continued)**

- 17. Main Living Space Windows: - One of the two small windows above sunroom backdoor is broken and neither are sealed.
- 18. Main Living Space Electrical: - Wall outlet not working, R wall in R front bedroom

**Air Cond/Heat**

- 19. Mini Split System AC System A/C System Operation: - Installation is not complete.  
A qualified air conditioning contractor is recommended to evaluate and repair

*Heating A/C Drainage  
Drain into Attic*

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## Definitions

NOTE: All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

- A Acceptable Functional with no obvious signs of defect.
- NP Not Present Item not present or not found.
- NI Not Inspected Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
- M Marginal Item is functional and is in normal condition for age. Item may need monitoring or general maintenance in future or Item may need minor maintenance or repair.
- D Defective Item is not fully functional and requires repair or servicing or Item needs immediate repair or replacement.

## General Information

### Property Information

Property Address 901 Valhalla  
City Columbia State S.C. Zip

### Client Information

Client Name Melvin & Elizabeth Ray

### Inspection Company

Inspector Name Samuel Craig "Kip"  
Company Name Home Inspection One LLC  
Address 25 Sunrise Pt  
City Irmo State S.C. Zip 29063  
Phone 803-730-7954 Fax  
E-Mail Mail@SCInspectionOne.com  
Fees \$310.00 Inv

### Conditions

Others Present Buyers Agt - Report sent password protected E-mail Property Occupied No  
Estimated Age Over 20 years Entrance Faces North  
Inspection Date 04/03/2019  
Start Time 8:45  
Electric On  Yes  No  Not Applicable  
Gas/Oil On  Yes  No  Not Applicable  
Water On  Yes  No  Not Applicable  
Temperature 40  
Weather Clear Soil Conditions Dry  
Space Below Grade None  
Building Type Single family Garage Attached  
Sewage Disposal Unkown How Verified Clean out  
Water Source City How Verified Meter  
Additions/Modifications N/A

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## Lots and Grounds

The home inspector shall observe: Decks, balconies, stoops, steps, areaways, porches and applicable railings; vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building.

The home inspector is not required to observe: Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

The exterior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

**ANPNI M D**

- |     |                                     |                                     |                          |                          |                          |                            |
|-----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|----------------------------|
| 1.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Walks: Concrete            |
| 2.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Driveway: Concrete         |
| 3.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Steps/Stoops: Brick        |
| 4.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Patio:                     |
| 5.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Deck/Balcony Treated wood  |
| 6.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Porch: Concrete            |
| 7.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Vegetation: Trees & Shrubs |
| 8.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Retaining Walls:           |
| 9.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Grading: Minor slope       |
| 10. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fences:                    |

## Exterior Surface and Components

The home inspector shall observe: Wall cladding, paint and trim; Entryway doors, screens, alterations and a representative number of windows; Garage door operators; eaves, soffits, and fascias. The home inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed controls for any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing; and Probe exterior wood components where deterioration is suspected.

The home inspector is not required to observe: Seasonal accessories; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters;

The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

The exterior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

**ANPNI M D**

**Main Exterior Surface**

- |    |                                     |                          |                          |                          |                                     |   |
|----|-------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|---|
| 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | Type: Brick veneer  |
| 2. | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Trim/Fascia/Soffits - Window sill on R front has water damage/soft wood.<br>Wood post sticking out of brick veneer under all front windows are loose.<br>A licensed contractor is recommended to further evaluate and all siding and trim and repair. |
| 3. | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Entry Doors: - Master bedroom backdoors will not close/latch/seal properly.<br>Door on L open to outside without a landing or steps.<br>Hand railing is also missing from master steps.   |

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## Exterior Surface and Components (Continued)

### Entry Doors: (continued)

Back sunroom door is missing sweep/weather stripping.  
A qualified contractor is recommended to evaluate and repair

- |     |  |   |  |   |  |   |  |
|-----|--|---|--|---|--|---|--|
| 4.  | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> | X |  |   |  |   | Windows: Wood casement   |
| X   |  |   |  |   |  |   |  |
| 5.  | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> | X |  |   |  |   | Storm Windows:   |
| X   |  |   |  |   |  |   |  |
| 6.  | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> | X |  |   |  |   | Window Screens: None   |
| X   |  |   |  |   |  |   |  |
| 7.  | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> | X |  |   |  |   | Hose Faucet: Gate valve  |
| X   |  |   |  |   |  |   |  |
| 8.  | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> | X |  |   |  |   | Door Bell: Hard wired  |
| X   |  |   |  |   |  |   |  |
| 9.  | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> | X |  |   |  |   | Gas Meter:   |
| X   |  |   |  |   |  |   |  |
| 10. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> | X |  |   |  |   | Main Gas Valve:  |
| X   |  |   |  |   |  |   |  |
| 11. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">X</td></tr> </table> |   |  |   |  | X | Other: - Wall penetrations/openings at HVAC lines and plumbing clean-outs are not sealed |
|     |  |   |  | X |  |   |  |

## Roof

The home inspector shall observe: Roof covering; Roof drainage systems; Flashing; Skylights, chimneys, and roof penetrations; and Signs of leaks or abnormal condensation on building components. The home inspector shall: Describe the type of roof covering materials; and Report the methods used to observe the roofing.

The home inspector is not required to: Walk on the roofing; or Observe attached accessories including but not limited to solar systems antennae, and lightning arrestors.

The roof of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Roof coverings and skylights can appear to be leak proof during inspection and weather conditions. Our inspection makes an attempt to find a leak but sometimes cannot. Please be aware that the inspector has your best interests in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

### ANPNI M D

#### Main Roof Surface

1. Method of Inspection: On roof
2. 

X				
---	--	--	--	--

 Unable to Inspect: 0%
3. 

X				
---	--	--	--	--

 Material: Fiberglas shingle
4. Type: Gable
5. Approx Age: Unknown
6. 

		X		
--	--	---	--	--

 Flashing: Not Visible ✓
7. 

X				
---	--	--	--	--

 Plumbing Vents: ABS
8. 

X				
---	--	--	--	--

 Electrical Mast: Underground utilities
9. 

X				
---	--	--	--	--

 Gutters: ✓
10. 

X				
---	--	--	--	--

 Skylights: ✓

#### Main Chimney

11. 

X				
---	--	--	--	--

 Chimney: Brick
12. 

X				
---	--	--	--	--

 Chimney Flashing: Aluminum

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## Garage/Carport

The home inspector shall observe: Wall cladding, paint and trim; Entryway doors, screens, alterations and a representative number of windows; Garage door operators; eaves, soffits, and fascias. The home inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed controls for any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing; and Probe exterior wood components where deterioration is suspected.

The home inspector is not required to observe: Seasonal accessories; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters;

The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

The exterior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

### ANPNI M D

#### Front Garage

1. Type of Structure: Attached Car Spaces: 2 Car
2.     Garage Doors: Metal
3.     Door Opener: Chamberlain
4.     Service Doors: Metal
5.     Walls: Paint
6.     Ceiling: - Popped seams or loose seam tape, no visible signs of leaks or other damage.
7.     Floor/Foundation: Poured slab
8.     Hose Bibs:
9.     Electrical: 110 Volt
10.     Windows:

## Electrical

The home inspector shall observe: Service entrance conductors; Service equipment, grounding equipment, main over current device, and main and distribution panels; Amperage and voltage ratings of the service; Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages; The operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; The operation of ground fault circuit interrupters; and Smoke detectors.

The home inspector shall describe: Service amperage and voltage; Service entry conductor materials; Service type as being overhead or underground; and Location of main and distribution panels. The home inspector shall report any observed aluminum branch circuit wiring. The home inspector shall report on presence or absence of smoke detectors, and operate their test function, if accessible, except when detectors are part of a central system.

The home inspector is not required to: Insert any tool, probe, or testing device inside the panels; Test or operate any over current device except ground fault circuit interrupters; Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels; or Observe: Low voltage systems; Security system devices, heat detectors, or carbon monoxide detectors; Telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; or Built-in vacuum equipment.

The electrical system of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Outlets were not removed and the inspection was only visual. Any outlet not accessible (behind the refrigerator for example) was not inspected or accessible. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be

## Electrical (Continued)

used in your further inspection or repair issues as it relates to the comments in this inspection report.

### ANPNI M D

1. Service Size Amps: 200 Volts: 220 VAC
2.      Service: Aluminum
3.      110 VAC Branch Circuits: Copper
4.      220 VAC Branch Circuits: Copper
5.      Aluminum Wiring: Not present
6.      Conductor Type: Romex
7.      Electircal Wiring/Lighting 110 Volt
8.      GFCI: Garage, kitchen, bathrooms, exterior
9.      Ground: Rod in ground only.
10.      Smoke Detectors: Halls & bedrooms

### Garage Electric Panel

11.      Manufacturer: General Electric
12. Max Capacity: 200 Amps
13.      Main Breaker Size: 200 Amps
14.      Breakers: CU/AL
15.      Fuses:

## Structure

The Home Inspector shall observe: Structural components including foundations, floors, walls, columns or piers, ceilings and roof. The home inspector shall describe the type of Foundation, floor structure, wall structure, columns or piers, ceiling structure, roof structure. The home inspector shall: Probe structural components where deterioration is suspected; Enter under floor crawl spaces, basements, and attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected; Report the methods used to observe under floor crawl spaces and attics; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

The home inspector is not required to: Enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely effect the health of the home inspector or other persons.

The structure of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

### ANPNI M D

1.      Structure Type: Wood frame
2.      Foundation: Poured - not visible
3.      Differential Movement: - Stress cracks in brick veneer above front steps, below and above back sunroom door. On L wall of garage.  
A licensed contractor or foundation company is recommended to further evaluate all of structure and repair.
4.      Bearing Walls: Frame
5.      Beams/Joists/Trusses: 2x8 or larger
6.      Piers/Posts: Block piers and steel posts
7.      Floor/Slab: Poured slab
8.      Subfloor:

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## Attic

The home inspector shall observe: Roof framing, sheathing, ventilation, insulation depth, chimneys, and roof penetrations; and Signs of leaks or abnormal condensation on building components. The home inspector shall: Describe the type of attic framing and insulation; Report the methods used to observe the attic.

The home inspector is not required to: Evaluate the efficiency of insulation other than by thickness. Enter areas lower than 3 feet, where entry could damage the property, or when dangerous or adverse situations are suspected; Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

The roof of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Roof coverings and skylights can appear to be leak proof during inspection and weather conditions. Our inspection makes an attempt to find a leak but sometimes cannot. Please be aware that the inspector has your best interests in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

### ANPNI M D

#### Main Attic

1. Method of Inspection: In the attic
2. 

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------	--------------------------

 Unable to Inspect: 20% Some areas not visible due insulation
3. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Roof Framing: 2x6 Rafter
4. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Sheathing: Plywood
5. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Ventilation: Gable, ridge & soffit vents
6. 

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

 Insulation: - No insulation present in area above back sliding door (old porch) and on vertical wall where mini split mounted.  
Chase at chimney in attic is open/not sealed.  
A qualified contractor is recommended to evaluate and repair.
7. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Insulation Depth: R-19 or equal
8. 

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

 Attic Fan: - Motors are burned out, both units.
9. 

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------

 House Fan:
10. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Wiring/Lighting: 110 VAC
11. 

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

 Moisture Penetration: - Moisture stains visible, tested dry, possibly old, confirm all leaks have been repaired.
12. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Access: Pull down ladder

## Fireplace/Wood Stove

### ANPNI M D

#### Den Fireplace

1. 

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------

 Freestanding Stove:
2. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

 Fireplace Construction: - Metal firebox and flue have areas of rust and has started rusting out in some areas.  
Visible in den and in from attic.  
A licensed contractor is recommended to further evaluate and repair.
3. Type: Wood burning
4. 

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------

 Fireplace Insert:
5. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Flue: Metal
6. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

 Damper: Metal
7. 

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Hearth: Raised

## Plumbing

The home inspector shall observe: Interior water supply and distribution system, including: piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; and cross connections; Interior drain, waste, and vent system, including: traps; drain, waste, and vent piping; piping supports and pipe insulation; leaks; and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents; Fuel storage and distribution systems including: interior fuel storage equipment, supply piping, venting, and supports; leaks; and Sump pumps.

The home inspector shall describe: Water supply and distribution piping materials; Drain, waste, and vent piping materials; Water heating equipment; and Location of main water supply shutoff device. The home inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance.

The home inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve except water closet flush valves, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire and lawn sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, except as to functional flow and functional drainage; Swimming pools; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

The plumbing in the home was inspected and reported on with the above information. While the inspector makes every effort to find areas of concern, some areas can go unnoticed. Washing machine drain line for example cannot be checked for leaks or the ability to handle the volume during drain cycle. Older homes with galvanized supply lines or cast iron drain lines can be obstructed and barely working during an inspection but then fails under heavy use. If the water is turned off or not used for periods of time (like a vacant home waiting for closing) rust or deposits within the pipes can further clog the piping system. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

**ANPNI M D**

- ①      Service Line: Not visible
- 2.      Main Water Shutoff: Front of house
- ③      Water Lines: - Supply valve at above water heater is leaking.  
A licensed plumber is recommended to further evaluate all plumbing and repair.
- 4.      Drain Pipes: ABS
- 5.      Service Caps: Accessible
- 6.      Vent Pipes: ABS
- 7.      Gas Service Lines:

**Garage Water Heater**

- 8.      Water Heater Operation: Functional
- 9. Manufacturer: Kenmore
- 10. Type: Electric Capacity: 40 Gal.
- 11. Approximate Age: 2003 Area Served: Entire home
- 12.      Flue Pipe:
- 13.      TPRV and Drain Tube: Copper

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## Bathroom

The home inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows. The home inspector shall: Operate bathroom fixtures, a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

The home inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

The interior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection did not involve moving furniture and inspecting behind furniture, area rugs or areas obstructed from view. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

### Half Bathroom

- |     |                                     |                                     |                          |                          |                          |                                       |
|-----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------|
| 1.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ceiling: Paint                        |
| 2.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Walls: Paint                          |
| 3.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Floor: Pergo type                     |
| 4.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Doors: Hollow wood type               |
| 5.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Windows:                              |
| 6.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Electrical: 110 Volt                  |
| 7.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Counter/Cabinet: Wood & Granite       |
| 8.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sink/Basin: Porcelain coated          |
| 9.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Faucets/Traps: PVC trap               |
| 10. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tub/Surround:                         |
| 11. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Shower/Surround:                      |
| 12. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Spa Tub/Surround:                     |
| 13. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Toilets: 1.6 Gpf/6Lpf                 |
| 14. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ventilation: Electric ventilation fan |

ANPNI M D

### Hall Bathroom

- |     |                                     |                                     |                          |                          |                          |                                       |
|-----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------|
| 15. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ceiling: Paint                        |
| 16. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Walls: Paint                          |
| 17. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Floor: Pergo type                     |
| 18. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Doors: Hollow wood type               |
| 19. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Electrical: 110 Volt                  |
| 20. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Counter/Cabinet: Wood & Granite       |
| 21. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sink/Basin: Porcelain coated          |
| 22. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Faucets/Traps: PVC trap               |
| 23. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tub/Surround: Fiberglass              |
| 24. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Shower/Surround:                      |
| 25. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Spa Tub/Surround:                     |
| 26. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Toilets: 1.6 Gpf/6Lpf                 |
| 27. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ventilation: Electric ventilation fan |

### Master Bathroom

- |     |                                     |                                     |                          |                          |                          |                         |
|-----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------|
| 28. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ceiling: Paint          |
| 29. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Walls: Paint            |
| 30. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Floor: Pergo type       |
| 31. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Doors: Hollow wood type |
| 32. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Windows: Vinyl          |

### Bathroom (Continued)

- 33.      Electrical: 110 Volt
- 34.      Counter/Cabinet: Wood & Granite
- 35.      Sink/Basin: Porcelain coated
- 36.      Faucets/Traps: PVC trap
- 37.      Tub/Surround: Porcelain tub & ceramic surround
- 38.      Shower/Surround: - Valve stems are leaking
- 39.      Spa Tub/Surround:
- 40.      Toilets: 1.6 Gpf/6Lpf
- 41.      Ventilation: Electric ventilation fan

### Kitchen

The home inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows. The home inspector shall: Operate all appliances and fixtures, a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

The home inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

The interior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection did not involve moving furniture and inspecting behind furniture, area rugs or areas obstructed from view. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

#### ANPNIM D

#### Main level Kitchen

- 1.      Cooking Appliances: General Electric
- 2.      Ventilator: - No ventilation, cabinets above oven are too close. Min 30in needed to combustionable materials. Add hood or raise cabinets.
- 3.      Disposal: Badger
- 4.      Dishwasher: - Installation not complete, trim & insulation not installed.
- 5. Air Gap Present?  Yes  No
- 6.      Trash Compactor:
- 7.      Refrigerator:
- 8.      Microwave:
- 9.      Sink: Stainless
- 10.      Electrical: 110 Volt
- 11.      Plumbing/Fixtures: PVC trap
- 12.      Counter Tops: Granite
- 13.      Cabinets: Wood
- 14.      Ceiling: Paint
- 15.      Walls: Paint
- 16.      Floor: Pergo type
- 17.      Doors: Hollow wood type
- 18.      Windows: - Window off track.

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## Air Cond/Heat

The home inspector shall observe: Central air conditioning and permanently installed cooling systems including: Cooling and air handling equipment; and Normal operating controls. Distribution systems including: Fans, pumps, ducts and piping, with associated supports, dampers, insulation, air filters, registers, fan-coil units; and The presence of an installed cooling source in each room.

The home inspector shall describe: Energy sources; and Cooling equipment type. The home inspector shall operate the systems using normal operating controls. The home inspector shall open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance

The home inspector is not required to: Observe window air conditioners or operate cooling systems when weather conditions or other circumstances may cause equipment damage; Observe non-central air conditioners; or Observe the uniformity or adequacy of cool-air supply to the various rooms.

The cooling system of this home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed HVAC contractor would discover (Heating, Ventilation, and Air Conditioning). Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used for your further inspection or repair issues as it relates to the comments in this inspection report.

### ANPNI M D

#### Mini Split System AC System

- ①.     A/C System Operation: - Installation is not complete.  
A qualified air conditioning contractor is recommended to evaluate and repair

#### Heating System

- ②.     Heating System Operation: -This report is not a HVAC letter, A qualified air conditioning contractor is recommended to evaluate.

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**Home**  
**INSPECTION ONE** LLC  
**Mall@SCInspectionONE.com**  
**803.730.7954**  
**Inspection Agreement**

This Agreement is made by and between Home Inspection One L.L.C. ("Inspector") and listed Client ("Client"), collectively referred to herein as the "Parties." In consideration for the above inspection fee, Client hereby engages the services of Inspector to perform a visual home inspection at the property address above and the Parties understand and voluntarily agree to the following terms and conditions:

1. **ARBITRATION:** THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. AND IT IS EXPRESSLY AGREED THAT INSPECTOR, AT ITS SOLE OPTION, MAY REQUIRE THE SUBMISSION OF ANY DISPUTE, CONTROVERSY, OR CLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT BASED IN CONTRACT OR TORT WILL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE S.C. UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, TO THE EXTENT PROVIDED BY LAW.

2. Inspector agrees to perform a visual inspection of the readily accessible areas of the home located at the Property Address identified above to disclose the general condition of the building, improvements, mechanical systems and appliances as they exist on the date and time of the inspection. The purpose and scope of this inspection is to provide Client a better understanding of the above-referenced property's condition. This inspection is a limited visual inspection as a generalist. Inspector does not inspect for nor is Inspector expected to report upon cosmetic conditions or defects. Conditions that are hidden, concealed, camouflaged, or that cannot be seen by visual inspection are not covered. Client assumes all risk for potential problems or conditions including those areas not accessible by the Inspector. Client agrees that any alleged condition not reported by Inspector on the Home Inspection Report is deemed to be not readily visible. Insulation is not removed for the inspection. Equipment is not dismantled for inspection. By signing below, Client assumes all risk for potential problems or conditions including those areas not accessible by Inspector. Client assumes all risk for problems noted in the Inspection Report that may reveal further damage during repair or further investigation by a qualified professional or contractor. Client should recheck plumbing, electrical, and appliances on the day of closing. Inspector can only observe and report on the condition of the Property on the day of inspection and is not responsible for any change(s) that may occur to the Property thereafter. The Parties specifically agree the Inspector cannot be and is not expected to find or discover all defects in the above-referenced property.

3. Client agrees that he/she has read this complete Inspection Agreement and will read the subsequent Home Inspection Report which explains the scope of the inspection and what is and is not covered in the inspection. Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future.

4. Client agrees that the Home Inspection Report is not an engineering study or a technically exhaustive report. For a technically exhaustive report, a specialist should be separately consulted and/or retained by Client. Inspector does not perform engineering, architectural, plumbing, electrical, structural, lead, fire, mold or mildew, or any toxic analysis, or any job function requiring an occupational license. Inspector does not perform repairs; therefore, Inspector does not provide any guarantee or warranty of repairs performed by others prior to, simultaneous with, or subsequent to the inspection. Inspector does not determine the adequacy of repairs performed by others. Client agrees and understands that this is not a code compliance inspection for city, county, state or federal building codes, construction standards or regulations of any kind.

5. Client agrees this visual Home Inspection Report does not include an inspection or opinion of below grade structural items such as soil conditions, footings, or foundation. No representations are made regarding geological factors/water/soil or material analysis. Hazardous conditions such as, but not limited to mold, mildew, radon, lead, and other environmental conditions may be present, but not visible and not reported in the Home Inspection Report. Client understands that mold or mildew, radon, lead, and other environmental conditions are not within the scope of this inspection and Client will not rely upon any representations made by Inspector that certain factors or conditions may lead to or indicate these environmental conditions. Client should hire an environmental engineer to perform an environmental inspection if these issues are of concern. Client further agrees that the Home Inspection Report does not include the inspection of or report on the following: asbestos; formaldehyde; mold; radon; toxic or flammable materials; fungi; bio-aerosols; soil or geological conditions; pools and/or equipment related to pools, Jacuzzis, or spas; exterior water features; exterior lawn lighting; tennis courts; playground or other recreational or leisure appliances or equipment; sprinkler systems; pests, termites or wood eating insects; elevators; solar power systems; refrigeration units; water filtration units; security alarms; intercoms; central vacuum systems; lightning arrestors; synthetic stucco or stucco of any type; HVAC systems and duct work (other than simple operational testing); heat exchangers; built-in stereo systems; phone, cable, satellite systems, computer connectivity connections; oven clocks, timer, and clean features; ice makers; motion sensor lighting; window treatments or mini blinds; septic tanks; well systems; zoning ordinances' or any items that Inspector deems as cosmetic in nature, unless otherwise agreed upon. Client agrees and understands that comment on any of the above does not amount to an inspection or opinion of any of the items commented upon. Air conditioning system will not be operated by Inspector in outside temperatures of 65°F or less.

6. Any recommended repairs should also include adjoining, connected, or hidden damage not listed in the inspection report. Sometimes the damage cannot be seen until repairs are started. This Home Inspection Report may not name every piece of damage in an area, but our intention is that all damage in the named area be repaired. Any recommended repairs should be done by a licensed contractor that guarantees his/her work. Inspector is not responsible for the quality of repairs, even if asked if certain repairs have been done.

7. In the event that an inspected element or component of the property is determined to require repairs and Inspector allegedly failed to adequately describe the element or component in the Home Inspection Report, Client shall inform Inspector in writing within thirty (30) days of taking possession of the above-described property or sixty (60) days after the inspection, whichever is earlier, to allow Inspector to re-inspect the element or component before replacement or repairs are made by Client or on Client's behalf. If Client repairs or replaces item or component, or attempts to remedy an alleged condition, before Inspector is afforded a reasonable opportunity to re-inspect item, component, or system, Client waives any and all claims or actions against Inspector.

8. The Home Inspection Report to be provided to Client is being prepared at Client's request and for benefit of Client only. Third parties are not entitled to use or rely upon the Inspection Report or the terms of this Agreement.

9. The Home Inspection Report represents the "opinion" of Inspector based solely upon the visual observation on the date and time of the inspection and whose interpretation of what is good or fair may be different from Client's opinion or opinions of third parties. The Parties agree that either Client or Client's agent must be present during home inspection. However, Inspector encourages Client to be present during the entire home inspection in order to be better informed about the general condition of the above-identified property. Client accepts responsibility for incomplete information if Client does not attend inspection and Client agrees to assume any risk in permitting inspection in his/her/their

10. The Client agrees that Inspector does not guarantee any items or opinions described in the Home Inspection Report. The Client acknowledges this inspection is intended to reduce the risk of finding a potential problem, not eliminate these risks or finding every risk. The Client understands that Inspector is not a home warranty company nor does Inspector carry insurance on any claims. Client agrees that Inspector, and its agents, subcontractors or employees, assume no responsibility for the cost of repairing or replacing any unreported defect or deficiency, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature.

11. Notwithstanding other provisions contained in this Agreement, the Parties agree that any litigation arising out of this Agreement shall be filed only in the Court of Common Pleas for the County of Lexington, State of South Carolina. The Client agrees to reimburse Inspector for all attorneys' fees and costs incurred in defending any arbitration, legal action, or claim commenced by Client against Inspector in the event the Court grants any dispositive motion filed by Inspector or if the arbitration or legal action results in a judgment, award, or decision which is less than or equal to the liquidated damages in amount of inspection fee.

12. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES: CLIENT ACKNOWLEDGES THAT THE LIABILITY OF INSPECTOR, ITS AGENTS, OFFICERS, OR EMPLOYEES, FOR CLAIMS OR DAMAGES, COSTS OF DEFENSE OR SUIT, ATTORNEY'S FEES AND EXPENSES AND PAYMENTS ARISING OUT OF OR RELATED TO ANY ALLEGED NEGLIGENCE OF INSPECTOR OR ALLEGED BREACH OF ANY OBLIGATION, DUTY, FAULT, MISREPRESENTATION, OR FRAUD OF INSPECTOR, INCLUDING BUT NOT LIMITED TO ALLEGED ERRORS OR OMISSIONS IN THE INSPECTION OR THE REPORT UNDER THIS AGREEMENT, WHETHER IN TORT OR CONTRACT, INCLUDING ANY ALLEGED PERSONAL INJURIES, SHALL BE LIMITED TO LIQUIDATED DAMAGES IN THE AMOUNT EQUAL TO THE INSPECTION FEE PAID TO THE INSPECTOR. SUCH LIABILITY AND DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT. CLIENT EXPRESSLY AGREES TO WAIVE ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, TREBLE, PUNITIVE, OR INCIDENTAL DAMAGES OR FOR THE LOSS OF USE OF THE HOME/BUILDING OR STIGMATIZATION OF VALUE. SHOULD CLIENT WANT AN INSPECTION THAT DOES NOT LIMIT THE LIABILITY TO A REFUND OF THE FEE PAID FOR THE INSPECTION AND REPORT, CLIENT CAN OBTAIN A TECHNICALLY EXHAUSTIVE INSPECTION REPORT WITHOUT THE LIMITATION OF A REFUND OF THE FEE PAID. CLIENT EXPRESSLY AGREES THAT HE/SHE DOES NOT WANT A TECHNICALLY EXHAUSTIVE INSPECTION WITHOUT THE LIMITATIONS OF LIABILITY INDICATED HEREIN.

13. DEFENSE AND INDEMNIFICATION: CLIENT FURTHER AGREES TO INDEMNIFY AND DEFEND INSPECTOR FROM ANY AND ALL CLAIMS OR ACTIONS COMMENCED AGAINST INSPECTOR BY THIRD-PARTIES WHICH ALLEGE ANY NEGLIGENCE OF INSPECTOR OR ALLEGED BREACH OF ANY OBLIGATION, DUTY, FAULT, MISREPRESENTATION, OR FRAUD OF INSPECTOR ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ALLEGED ERRORS OR OMISSIONS IN THE INSPECTION OR THE REPORT UNDER THIS AGREEMENT, WHETHER IN TORT OR CONTRACT, INCLUDING ANY ALLEGED PERSONAL INJURIES.

14. WAIVER OF JURY TRIAL: CLIENT, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY COURSE OF CONDUCT, ACTION, STATEMENT, WHETHER ORAL OR WRITTEN OF INSPECTOR.

15. DISCLAIMER OF WARRANTIES: PURSUANT TO S.C. CODE ANN. § 36-2-316, INSPECTOR DISCLAIMS ANY WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE SERVICE, AND WARRANTY AGAINST LATENT DEFECTS. CLIENT AGREES THAT THE HOME INSPECTION REPORT IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED BUILDING IMPROVEMENTS, MECHANICAL SYSTEM, CONDITION, OR APPLIANCE.

16. The provisions of this Agreement apply to Client and anyone making a claim on Client's behalf or benefit, including Client's estate, or otherwise arising out of this Agreement. The undersigned Client represents that he/she is duly authorized to execute this Agreement and that the terms and conditions of this Agreement will be binding on any agent, partner, spouse, child, co-owner, co-occupier, co-inhabitant, grantee, assign, guest, licensee, or invitee of Client at the Property Address or premises.

17. This Agreement shall be deemed binding and enforceable whether or not this Agreement is executed between the parties, in whole or part, before, after or during the actual inspection or the tendering of the Home Inspection Report.

18. Client agrees that this Agreement has been entered into voluntarily and by his/her own free will and accord. Client agrees that the terms and conditions of this Agreement are negotiable and Client has the opportunity to select additional services beyond a standard home inspection. Client expressly acknowledges that the terms and conditions of this Agreement are not unconscionable or oppressive and that he/she/they selected inspector to perform this service without duress, coercion, or undue influence. Client understands and agrees that he/she/they could engage other home inspectors or home inspection companies who may provide a more comprehensive and technically exhaustive report.

19. If any Court declares any provision of this Agreement invalid or unenforceable, the Parties agree that the remaining portions will remain in effect.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL PAGES OF THIS CONTRACT, THAT I WILL READ THE HOME INSPECTION REPORT AND ALL ATTACHMENTS AND THAT I UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Client Signature: Melvin D. Roy

Property Address: 901 Valhalla Dr. Columbia SC 29229

Date: 4/9/19

Sign and return Mail@SCInspectionONE.com

OR

Sign on our Website www.SCInspectionONE.com



Hi Melvin,

**Thanks for your payment!**

Your payment information is below. Thank you and have a great day! Please don't hesitate to call (855) 575-8155 or [email us](#) with any questions.

Best regards,

Guaranteed Rate Affinity

### Payment information

---

**Loan #**

1999095013

**Description**

Appraisal Fee

**Amount paid**

\$450.00

**Confirmation #**

015132

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# Home Inspection Report



901 Valhalla  
Columbia, SC

4-3-19



Stress crack and gap under door



Wall penetrations are not sealed



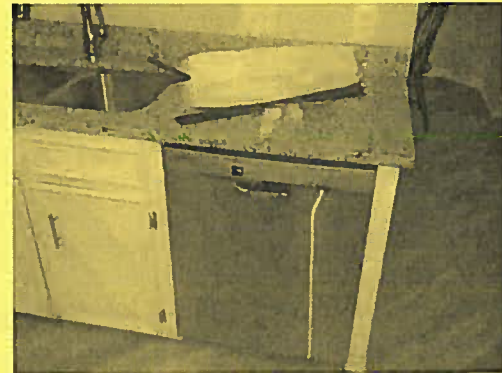
Wall penetrations are not sealed, several of these



Master bedroom back doors are missing handrailing and one door opens without steps or landing below



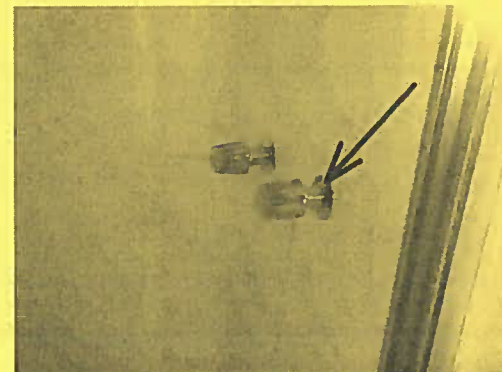
Windowsill on R front has water damaged.  
Deco woodpost are loose in wall



Some of the dishwasher parts have not been installed



Low clearance above stove, 30in to combustibles required.



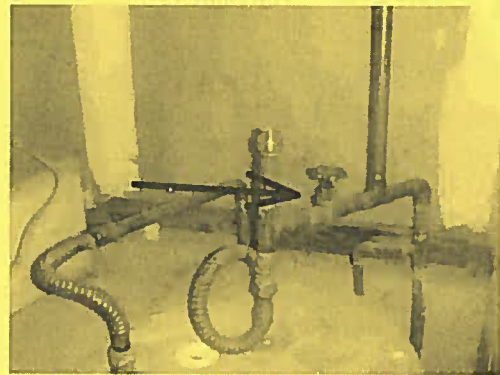
Master shower valve stems are leaking

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Ceiling texture loose and peeling in garage, not due to leaks



Valve at top of water heater is leaking



Broken glass on R and both sections are not sealed



Metal fireplace is rusting out in some areas



Insulated glass seal has failed (glass fogged)



This wall outlet is not working



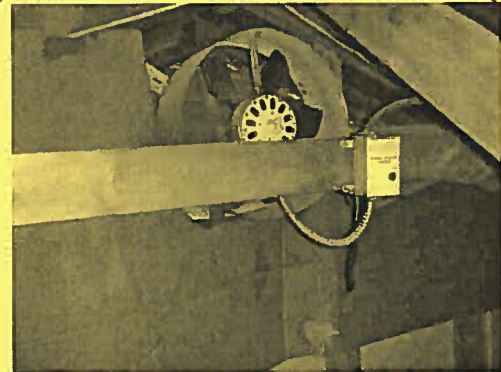
Insulated glass seal has failed (glass fogged)



No insulation present in rear of attic



Dry stains in attic, possibly old, confirm all leaks have been repaired



Motors are burned out in attic vent fans (both units)



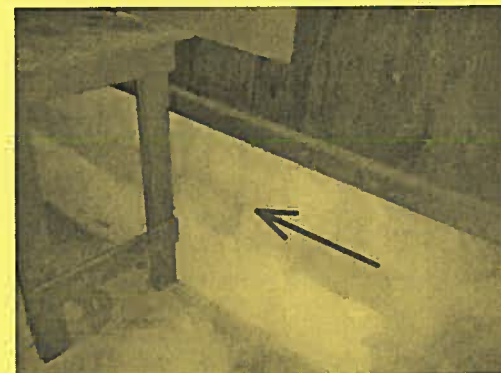
Rust on fireplace box and flue from previous leaks.  
Open area (chase) around fireplace is not sealed



Vertical wall in sunroom is missing insulation



Appears installation is not complete for sunroom mini split system.



Stress crack in block wall of garage

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### ADDENDUM TO CONTRACT OF SALE INSPECTION REPAIRS

Revised 03/09



This addendum is hereby attached to and made part of the Contract of Sale by and between:

Seller(s): Sunsetter Properties LLC  
 Buyer(s): Melvin + Elizabeth Rader  
 Property Address: 901 Nalhatta Drive Columbia, SC 29229  
 TMS# 338160205 Contract Acceptance Date: 3/27/19

In reference to Paragraph 9 of the Contract of Sale and to the inspection report(s) attached, Buyer(s) requests and Seller(s) agrees to complete the following repairs or replacements to the property, at Seller's expense, prior to closing. All work to be performed by licensed contractor(s) unless otherwise agreed to by Buyer(s). Seller to select licensed contractors to perform the work. Copies of all invoices/receipts for work performed to be provided to Buyer(s) or Buyer's Agent prior to closing.

Note: Please see Paragraph 9C3 of the Contract of Sale for timeframes established for negotiation of this Addendum.

*Buyer requests that seller address  
 & correct the repair all items in  
 the defective summary attached -*

Form A-201  
03/09  
1 of 2

Buyer (Mel + Eud) 4/9/19  
 Initials Date

Seller (GR) 4/15/19  
 Initials Date

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[Blank lines for additional signatures or notes]

All other rights, terms, conditions and obligations set forth in the Contract of Sale shall remain in full force and intact unless specified herein.

<u>Melvin D. Ray</u> Buyer's Signature	(L.S.)	<u>Melvin D Ray</u> Buyer's Printed or Typed Name	<u>4/9/19</u> Date
<u>Elizabeth W. Ray</u> Buyer's Signature	(L.S.)	<u>Elizabeth W. Ray</u> Buyer's Printed or Typed Name	<u>4/9/19</u> Date
<u>Ray L. Mauler</u> Seller's Signature	(L.S.)	<u>Sunsetter Properties LLC</u> Seller's Printed or Typed Name	<u>4/15/19</u> Date
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date

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## Defective Summary

The following items or discoveries indicate that these systems or components do not function as intended or adversely affects the habitability of the dwelling; or warrants further investigation by a specialist, or requires subsequent observation. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report. It is recommended that a licensed contractor make any and all repairs.

### Exterior Surface and Components

1. **Trim/Fascia/Soffits** - Window sill on R front has water damage/soft wood.  
Wood post sticking out of brick veneer under all front windows are loose.  
A licensed contractor is recommended to further evaluate and all siding and trim and repair.
2. **Entry Doors**: - Master bedroom backdoors will not close/latch/seal properly.  
Door on L open to outside without a landing or steps.  
Hand railing is also missing from master steps.  
Back sunroom door is missing sweep/weather stripping.  
A qualified contractor is recommended to evaluate and repair
3. **Other**: - Wall penetrations/openings at HVAC lines and plumbing clean-outs are not sealed

### Garage/Carport

4. **Front Garage Ceiling**: - Popped seams or loose seam tape, no visible signs of leaks or other damage.

### Structure

5. **Differential Movement**: - Stress cracks in brick veneer above front steps, below and above back sunroom door. On L wall of garage.  
A licensed contractor or foundation company is recommended to further evaluate all of structure and repair.

### Attic

6. **Main Attic Insulation**: - No insulation present in area above back sliding door (old porch) and on vertical wall where mini split is mounted.  
Chase at chimney in attic is open/not sealed.  
A qualified contractor is recommended to evaluate and repair.
7. **Main Attic Attic Fan**: - Motors are burned out, both units.
8. **Main Attic Moisture Penetration**: - Moisture stains visible, tested dry, possibly old, confirm all leaks have been repaired.

### Fireplace/Wood Stove

9. **Den Fireplace Construction**: - Metal firebox and flue have areas of rust and has started rusting out in some areas.  
Visible in den and in from attic.  
A licensed contractor is recommended to further evaluate and repair.

### Plumbing

10. **Water Lines**: - Supply valve at above water heater is leaking.  
A licensed plumber is recommended to further evaluate all plumbing and repair.

### Bathroom

11. **Master Bathroom Shower/Surround**: - Valve stems are leaking

### Kitchen

12. **Main level Kitchen Ventilator**: - No ventilation, cabinets above oven are too close. Min 30in needed to combustionable materials.  
Add hood or raise cabinets.
13. **Main level Kitchen Dishwasher**: - Installation not complete, trim & insulation not installed.
14. **Main level Kitchen Windows**: - Window off track.

### Living Space

15. **Main Living Space Windows**: - Windows stuck/ painted/ secured shut, could not get any to operate/open. *+ install screens*
16. **Main Living Space Windows**: - Insulated glass seals have failed/ glass fogged. Recommend having all windows checked when repairs are made. Noted on window in L front bedroom and one in living room, & possibly others.

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**Defective Summary (Continued)**

- 17. Main Living Space Windows: - One of the two small windows above sunroom backdoor is broken and neither are sealed.
- 18. Main Living Space Electrical: - Wall outlet not working, R wall in R front bedroom

**Air Cond/Heat**

- 19. Mini Split System AC System A/C System Operation: - Installation is not complete.  
A qualified air conditioning contractor is recommended to evaluate and repair

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joycelyn Newman, Circuit Court Judge

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**Case No. 2022-CP-40-02713**

**Appellate Case No. 2024-000995**

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Elizabeth Ray and Melvin  
Ray,

Appellant,

v.

Sunsetter Properties, LLC,  
Nancy Warner, agent for  
Coldwell Banker Residential  
Brokerage, Home Inspection  
One, LLC

Respondents.

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**PROOF OF SERVICE**

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I hereby certify that, on March 11, 2025, I caused a copy of the **Appellants' Reply Brief (Sunsetter Properties, LLC)** to be served on the following counsel of record, either via first class mail with postage prepaid, by hand delivery or by electronic mail at the address listed below:

Jim Koutrakos  
Callison Teague, Robinson  
[jimkoutrakos@callisonttighe.com](mailto:jimkoutrakos@callisonttighe.com)  
1812 Lincoln Street, 2nd Floor  
Post Office Box 1390  
Columbia, South Carolina 29201  
Attorney for Respondent

Derek Michael Newberry  
dnewberry@hallboothsmith.com  
111 Coleman Boulevard, Suite 301  
Mt. Pleasant, South Carolina 29464  
Attorney for Respondent

Mark Shantar Schaparro  
schaparro@hallboothsmith.com  
111 Coleman Boulevard, Suite 301  
Mt. Pleasant, South Carolina 29464  
Attorney for Respondent

By: s/Reagan Singletary  
Reagan Singletary, Esq  
THE SINGLETARY GROUP, LLC  
685 Highway 15 South  
St. George, SC 29477  
803.552.6957  
reagan@thesingletarygroup.com