

Appellant's Exhibit 1

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Harrell's Interior Components, LLC d/b/a
BH Contracting Group, LLC,

Plaintiff,

v.

Ronald M. Tripp and Ruth S. Tripp,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NO.: 2023-CP-18-00680

**PROPOSED ORDER GRANTING
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

RECEIVED

Sep 26 2025

SC Court of Appeals

This matter comes before the Court upon a Motion for Summary Judgment filed by the Defendants, Ronald M. Tripp and Ruth S. Tripp (hereinafter referred to as "Defendants"), a hearing was held before the Honorable Diane Goodstein on August 5, 2024 in the Dorchester County Court of Common Pleas. At the hearing, Plaintiff, Harrell's Interior Components, LLC d/b/a BH Contracting Group, LLC (hereinafter referred to as "Plaintiff"), was represented by Steven D. Murdaugh, and Defendants, the moving parties, were represented by Steve L. Smith. Having carefully reviewed the pleadings, the parties' memorandums of law, exhibits thereto, and having heard the arguments of counsel, and being fully informed and advised, I hereby GRANT Defendants' Motion for Summary Judgment for the reasons more fully set forth below.

BACKGROUND

On or around August 9, 2022, Defendants entered into a contract with BH Contracting Group, LLC (hereinafter referred to as "BH") for construction work to be performed on their home (hereinafter referred to as the "Project"). On April 11, 2023, after a dispute between the parties, Plaintiff filed a Mechanics' Lien and Lis Pendens alleging an unpaid amount owed by the Defendants due upon completion of the Project. (See Exhibit A). On May 5, 2023, Plaintiff filed a Summons and Complaint with this Court naming Defendants as counterparties to a breach of

contract dispute. Defendants filed their Answer on June 19, 2024, denying all causes of action alleged in the Plaintiff's Complaint and asserting affirmative defenses. On February 6, 2024, Defendants filed the Motion for Summary Judgment seeking that all claims against them be denied, dismissed and judgment entered in favor of the Defendants.

STANDARD OF REVIEW

Summary Judgment is proper when the moving party shows "that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c) SCRPC. "When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Fleming v. Rose*, 350 S.C. 488, 494, 567 S.E.2d 857, 860 (2002).

To withstand a motion for summary judgment "the party opposing the motion must show a reasonable inference to be drawn from the evidence." *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 892 S.E.2d 297 (2023). "Once the moving party carries its initial burden, the opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing there is a genuine issue for trial." *B & B Liquors, Inc. v. O'Neil*, 361 S.C. 267, 270, 603 S.E.2d 629, 631 (Ct. App. 2004).

FINDINGS OF FACT

On August 3, 2015, Harrell's Interior Components, LLC (hereinafter referred to as "Harrell's") was formally recognized as a limited liability company by the South Carolina Secretary of State and remains in good standing at the time of this Order. (See Exhibit B). Thereafter, on August 15, 2015, Harrell's was granted a general contractor's license by the South Carolina Board of Commercial Contractors, which expires on October 31, 2024. (See Exhibit C). On July 31, 2021, BH was formally recognized as a limited liability company by the South Carolina Secretary of State and remains in good standing at the time of this Order. (See Exhibit

D). BH was not in possession of a general contractor's license at the time it entered into the agreement with Defendants, nor at the time of the filing of the lien or this action.

On August 9, 2022, Defendants entered into a written Contract with BH, which outlined the details of the Project along with terms which governed the agreement (hereinafter referred to as the "Contract"). (See Exhibit E). The Contract listed BH Contracting Group, LLC as the sole "Contractor." Moreover, the Contract makes no reference to Harrell's or any other licensed contractor whatsoever, and was executed on BH letterhead.

The Contract specified that the total amount due for the agreed-upon services was \$49,000.00, with half of the purchase price (\$24,500.00), to be provided upfront and the remaining half (\$24,500.00) due "upon completion of the project." It is undisputed that Defendants furnished the up-front payment to Plaintiff in full. The Contract also included a clause stipulating that "Contractor [BH] shall comply with the policies, standards, and regulations of the Client [Defendants], including local and State laws", and that "[t]his Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina." Importantly, the Contract also included a clause stipulating that "in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal."

On or around March 10, 2023, the Defendants sent a letter to BH detailing deficiencies in the work performed on the Project. (See Exhibit F). This letter included issues with the structural foundation, door headers, door borders, building edges, insulation, floor sealing, and two concrete slabs. In the letter, Defendants offered to deliver to Plaintiff an adjusted final payment in the amount of \$17,498.00 for the work completed on the Project. In response to their offer, Defendants received a letter from the Plaintiff's attorney, demanding \$21,500.00 for the delivered, yet

deficient work on the Project. (See Exhibit G). Defendants declined to remit this payment, as there were still unresolved issues with the work they had contracted for with the Plaintiff.

CONCLUSIONS OF LAW

S.C. Code § 40-11-370(a) provides “It is unlawful to use the term ‘licensed contractor’ or to perform or offer to perform general or mechanical construction without first obtaining a license as required by this chapter.” It is undisputed that BH did not obtain any contractor’s license at the time it entered into the Contract with the Defendants or performed the work on the Project. S.C. Code § 40-11-370(b) provides “It is unlawful to engage in construction under a name other than the exact name which appears on the license issued pursuant to this chapter. ‘Engaging in construction’ includes marketing, advertising, using site signs, and submitting contracts.” As evidenced in Exhibit E, the Contract was in the name of BH and on BH letterhead.

S.C. Code § 40-11-370(c) provides “An entity which does not have a valid license as required by this chapter may not bring an action either at law or in equity to enforce the provisions of a contract. An entity that enters into a contract to engage in construction in a name other than that appears on its license may not bring an action either at law or in equity to enforce the provisions of the contract.” In *Duckworth v. Cameron* 270 S.C. 647, 649 (1978), the Supreme Court stated “As a general rule, when a statute is plain and unambiguous, it should be applied literally because the legislative design is unmistakable... Any builder who violates this chapter [Chapter 40] by entering into a contract for home construction without obtaining the required license simply cannot enforce the contract.”

It is undisputed that BH does not hold any contractor’s license, and is therefore barred from performing or offering to perform commercial or residential construction. Because BH offered to, and in fact did, perform general construction on the Project without first obtaining the proper contractor’s license, it violated S.C. Code § 40-11-370(a), and therefore cannot bring an action at

law or in equity to enforce the provisions of the Contract.

The Plaintiff argues that although the Contract was executed between BH and the Defendants, the construction of the Project was carried out solely by Harrell's. However, it is undisputed that BH entered into the Contract with Defendants without holding any contractor's license, therefore violating S.C. Code § 40-11-370(b). Although Plaintiff alleges that Harrell's is an entity doing business as BH, it is undisputed that both are formally registered as two separate business entities under the laws of the State.

Even if Plaintiff's allegations of Harrell's connection to BH were valid, Plaintiff still entered into a contract to engage in construction under a name other than that which appears on its license in violation of S.C. Code § 40-11-370(c) and is thus barred from seeking to enforce the provisions of the contract in an action at law or in equity. Plaintiff attempts to rely on S.C. Code § 40-11-360(7) as proof that it is exempt from the licensing requirements provided in Chapter 40. S.C. Code § 40-11-360(7) provides "This chapter does not apply to an **owner** constructing a farm building or portable storage building with less than five thousand square feet of floor space and used only for livestock or storage." (emphasis added).

In adherence to the precedent put forth by *Duckworth*, "when a statute is plain and unambiguous, it should be applied literally because the legislative design is unmistakable." Here, it is undisputed that Plaintiff does not have a property interest or ownership share of the Defendants' property and is therefore not an "owner" as listed within Chapter 40's exemptions. Notably, this section does not contain an exemption for **contractors** constructing a farm building or portable storage building. Moreover, Plaintiff does not qualify for any of the classifications which provide licensing exemptions to Chapter 40 under S.C. Code § 40-11-360 and is therefore barred from enforcing the provisions of the Contract in an action at law or in equity.

In *Fici v. Koon*, 372 S.C. 341, 349 the Supreme Court held "As with any affirmative

defense, the party successfully asserting it is a prevailing party and therefore entitled to attorney's fees where provided by contract.” It is undisputed that the Contract entered into between the parties expressly provides “In the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney’s fees at the trial level and on appeal.” Therefore, as the prevailing party under their affirmative defense, the Defendants are hereby entitled to reasonable attorney’s fees incurred as a result of Plaintiff’s action against them.

Because there is no dispute that the only contract at issue in this case, which provides the basis for all alleged liability between the parties, was solely between the Defendants and BH, and BH was not a licensed contractor at the time, all of the claims brought by the Plaintiff must be dismissed as they are actions at law or in equity to enforce the provisions of said contract. Therefore, the parties are relieved of all further duties or obligations alleged in relation to the Contract which was unlawfully entered into by the Plaintiff.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that there is no genuine issue of as to material fact that the Plaintiff violated S.C. Code § 40-11-370 and unlawfully entered into the construction Contract with the Defendants.

FURTHER, IT IS ORDERED, ADJUDGED AND DECREED that the Plaintiff is barred from seeking enforcement of the provisions of the Contract in an action at law or in equity.

FURTHER, IT IS ORDERED, ADJUDGED AND DECREED that the Defendants are entitled to reasonable attorney's fees incurred as a result of the action brought by the Plaintiff. Defendant's counsel shall file and serve an attorney's fees affidavit(s) and serve on Plaintiff. Following 10 days after service of the attorney's fees affidavit(s) the Clerk shall schedule a hearing regarding attorney's fees giving notice to Plaintiff and Defendants.

IT IS SO ORDERED!

October 10, 2024

Honorable Diane Goodstein

Orangeburg, South Carolina



Dorchester Common Pleas

Case Caption: Harrells Interior Components Llc , plaintiff, et al VS Ronald M Tripp ,
defendant, et al
Case Number: 2023CP1800680
Type: Order/Summary Judgment

It is so Ordered!

s/Diane S. Goodstein

EXHIBIT A

2
5

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 HARRELL'S INTERIOR COMPONENTS,)
 LLC D/B/A BH CONTRACTING GROUP,)
 LLC)
)
 Plaintiff,)
)
 v.)
)
 RONALD M. TRIPP & RUTH S. TRIPP,)
)
 Defendants.)

1
1

MECHANICS LIEN RECORDING FEES \$25.00

2023006873

PRESENTED & RECORDED 04-11-2023 03:31:31 PM
 BK 2023 PG 682-686

MARGARET L. BAILEY
 REGISTER OF DEEDS
 DORCHESTER COUNTY, SC

EXHIBIT B

LECTRONICALLY FILED - 2023 May 01 3:33 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

NOTICE OF MECHANIC'S LIEN

TO: DEFENDANTS ABOVE NAMED AND ALL OTHERS CONCERNED, YOU WILL PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Harrell's Interior Components, LLC d/b/a BH Contracting Group, LLC, (hereinafter the "Plaintiff") is a South Carolina Limited Liability Company owned by Harry Harrell, Jr., who is a licensed General Contractor with the State of South Carolina who's license number is CLG. 119593.
2. The Plaintiff has furnished labor and materials reasonably necessary to complete the improvements located on real estate owned by Ronald M. Tripp and Ruth S. Tripp, (hereinafter "Owners"), in keeping with its contract between Plaintiff and Owners.
3. The Plaintiff hereby claims a Mechanic's Lien for labor performed or furnished and for materials furnished and actually used in altering and improving real estate owned by Owners, and for labor to be performed or furnished and for materials to be furnished and actually used to complete the improvements located on real estate owned by Owners, in keeping with the contract between the Plaintiff, as contractor, and Ronald M. Tripp and Ruth S. Tripp, as Owners, and on information and belief, between Owners and Plaintiff, for the improvement of real property located in the County of Dorchester, State of South Carolina, this property having an address of 1052

ELECTRONICALLY FILED - 2024 Aug 20 3:34 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680
 ELECTRONICALLY FILED - 2024 Aug 19 04:17:39 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

Independent School Road, Reevesville, SC 29471, and having TMS#: 055-00-00-020, hereinafter "the Property" more specifically described in Exhibit A attached hereto.

4. The Plaintiff also claims a mechanics lien and/or an Equitable Lien for labor performed or furnished and for materials furnished and actually used in altering and improving real estate owned by Owners, on any and all payments which are being held and administered by Owners.

5. Materials, or labor or both, were furnished to, actually expended upon, applied and used for, in and upon the real property described above, by and at the request of the Owner of the property within ninety (90) days from the date hereof and, as of April 11, 2023, the Plaintiff is due the full and just sum reflected on a Statement of Just and True Account with all credits given attached hereto and expressly incorporated herein by reference.

6. By virtue of the service and filing of this Notice and Certificate of Mechanic's Lien and pursuant to Section 29-5-20, et. Seq., Code of Laws of South Carolina, 1976 as amended, the Plaintiff hereby claims a lien on the property and any and all payments owed to secure payment of the above-mentioned debt due to it, together with prejudgment interest from and inclusive of the earliest date from which judgment is owed, through the date of judgment, the costs which may arise in enforcing the lien, including reasonable attorney's fees in the event Plaintiff is the prevailing party, and other appropriate relief which may arise in the enforcement of the aforementioned lien.

Dated at Walterboro, South Carolina, this 11 day of April, 2023.

(Signature page to follow.)

ELECTRONICALLY FILED - 2023 May 01 3:33 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

MURDAUGH LAW GROUP, LLC

By: *Steven D. Murdaugh*

Steven D. Murdaugh
402 Robertson Blvd.
Post Office Box 1866
Walterboro, SC 29488
(843) 782-6070

ATTORNEY FOR PLAINTIFF

April 11, 2023
Walterboro, South Carolina

ELECTRONICALLY FILED - 2023 May 01 3:33 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

STATE OF SOUTH CAROLINA)
) STATEMENT OF JUST AND TRUE ACCOUNT
COUNTY OF DORCHESTER)

Personally appeared before me, the undersigned attorney for Harrell's Interior Components, LLC d/b/a BH Contracting Group, LLC, who after first being duly sworn and under oath, states and acknowledges the following account, based on representations to the undersigned by the manager of Harrell's Interior Components, LLC d/b/a BH Contracting Group, LLC, is a just and true account, with all credits given, of the unpaid principal balance and daily interest charges owed to it, and as such, reflects amounts owed as are more particularly described in the Notice and Certificate of Mechanic's Lien to which this statement is attached, to wit:

Unpaid Principal: \$21,500.00
Interest: 11.50% per annum

Affiant states the unpaid principal balance justly due and owing as of April 11, 2023, is the sum of \$21,500.00, together with interest thereafter on the unpaid principal at the rate of 11.50% per annum, costs which may arise in enforcing its lien, said costs expressly including but not being limited to a reasonable attorney's fee, costs, expenses and disbursements, and such further relief as allowed by law.

MURDAUGH LAW GROUP, I.L.C.

RET
By: Steven D. Murdaugh
Steven D. Murdaugh
402 Robertson Blvd.
Post Office Box 1866
Walterboro, SC 29488
(843) 782-6070

ATTORNEY FOR THE PLAINTIFF

April 11, 2023
Walterboro, South Carolina

Sworn and subscribed to before me this 11 day of April, 2023.

[Signature]
Notary Public for South Carolina
Commission Expiration Date: 04/24/2028
(Seal)



EXHIBIT A

All that certain piece, parcel or tract of land, situate, lying and being in Koger Township, County of Dorchester, State of South Carolina, measuring and containing Thirty Five (35) Acres, more or less, and bounded as follows: On the North by the lands now or formerly of L.G. Hartzog; On the East by the lands now or formerly of W.A. Heaton; On the South by the lands now or formerly of H.S. Hartzog; and On the West by lands now or formerly of L.G. Hartzog.

ALSO

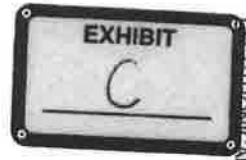
All that certain piece, parcel or tract of land, situate, lying and being in School District No. 2, County of Dorchester, State of South Carolina measuring and containing Six (6) Acres, more or less, and bounded as follows: On the North by lands now or formerly of C.J. Hartzog; On the Northeast by the lands now or formerly of Grace Heaton; On the South by lands now or formerly of M.T. Thompson; and On the West by lands now or formerly of U.V. Hartzog and C.U. Hartzog.

This being a portion of the property inherited by James V. Hartzog, et al from the Estate of Urial V. Hartzog, which estate is of record in Probate File 1975ES18-00181, Dorchester County Probate Court. This also being the property conveyed to James V. Hartzog et al. by Deed of Distribution from the Estate of Hattie Ann Reeves Hartzog, dated March 26, 2009 and recorded April 13, 2009 in Book 7021 at page 122. This also being the property conveyed to the Estate of Edward B. Hartzog, Sr. and James V. Hartzog by Deed of Distribution from the Estate of Francis Marion Hartzog, dated March 26, 2009 and recorded April 13, 2009 in Book 7021 at page 125. This being the same property conveyed to Edward B. Hartzog, Jr. as Trustee of the Edward B. Hartzog Revocable Trust by Deed of Distribution from the Estate of Edward B. Hartzog, Sr., dated August 21, 2009 and recorded October 22, 2009 in Book 7281 at Page 233. This being the same property conveyed to Edward B. Hartzog, Jr. and Karen H. Neil by Deed of Edward B. Hartzog, Jr. as Trustee of the Hartzog Family Trust established under the Edward B. Hartzog Revocable Trust (w/a/d August 6, 2002), dated August 21, 2009 and recorded October 22, 2009 in Book 7281 at page 265, in the Office of the Register of Deeds for Dorchester County.

This being the same property conveyed to Ronald M. Tripp and Ruth S. Tripp as joint tenants with right of survivorship and not as tenants in common by Deed of James V. Hartzog, Edward B. Hartzog, Jr, and Karen H. Neil, dated June 15, 2021 and recorded on June 16, 2021 with the Dorchester County Register of Deeds Office in Record Book 13430, at Page 163.

TMS No.: 055-00-00-020

Property Address: 1052 Independent School Road, Reevesville, SC 29471



STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

AFFIDAVIT OF SERVICE

PERSONALLY appeared before me Paul J. Haase, who, being duly sworn, deposes and says that on the 14th day of April, 2023, he did serve a copy of a Cover Letter, Notice of Mechanics Lien, Statement of Just and True Account, and Exhibit A upon Ruth S. Tripp in an action entitled;

Harrells Interior Components, LLC d/b/a BH Contracting Group, LLC, Plaintiff vs.
Ronald M. Tripp and Ruth S. Tripp, Defendant (s)

Mechanics Lien No. 2023006873

Service was made by delivering a copy of the aforementioned papers to:

- (X) Ruth S. Tripp, Individually.
- () _____, Authorized to accept.
- () _____, An adult resident of the household in the person served resides.

Note: Contact was made on April 14, 2023. Service location was at 605 Home Street, St. George, SC.

SWORN TO BEFORE ME THIS
14th day of April, 2023

Print Name: Paul J. Haase

Brittany E. Haase
NOTARY PUBLIC FOR SOUTH CAROLINA
Print Name: Brittany E. Haase
My Commission Expires: September 30, 2024



STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) FIRST JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2023-CP-18-

HARRELL'S INTERIOR COMPONENTS,)
LLC D/B/A BH CONTRACTING GROUP,)
LLC)

Plaintiff,)

v.)

RONALD M. TRIPP & RUTH S. TRIPP,)

Defendants.)

LIS PENDENS

TO: DEFENDANTS ABOVE NAMED AND ALL OTHERS CONCERNED, YOU WILL
PLEASE TAKE NOTICE OF THE FOLLOWING:

NOTICE IS HEREBY GIVEN an action has been filed and will be commenced and will be pending in the Court of Common Pleas for the County of Dorchester against Ronald M. Tripp and Ruth S. Tripp as the owners of record of the property located at 1052 Independent School Road, Reevesville, SC 29471, and having TMS#: 055-00-00-020, also being the owner of the before mentioned property who retained Plaintiff to improve the property, for the foreclosure of a Notice and Certificate of Mechanic's Lien filed by Harrell's Interior Components, LLC d/b/a BH Contracting Group, LLC, against Ronald M. Tripp and Ruth S. Tripp, dated April 11, 2023, and filed of record April 11, 2023, in the Office of the Register of Deeds for the County of Dorchester in Record Book Number 2023 at Page 682-686.

The real property which is the subject of this action is more particularly detailed in Exhibit "A" attached hereto.

(Signature Page To Follow)

ELECTRONICALLY FILED - 2024 Aug 20 3:34 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680
ELECTRONICALLY FILED - 2024 Jul 19 04:17:39 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

ELECTRONICALLY FILED - 2023 May 01 1:02 PM - DORCHESTER - COMMON PLEAS - CASE#2023LP1800132

MURDAUGH LAW FIRM

By: s/ Steven D. Murdaugh
Steven D. Murdaugh
402 Robertson Blvd.
Post Office Box 1866
Walterboro, SC 29488
(843) 782-6070

ATTORNEY FOR THE PLAINTIFF

May 1, 2023
Walterboro, South Carolina



EXHIBIT A

All that certain piece, parcel or tract of land, situate, lying and being in Koger Township, County of Dorchester, State of South Carolina, measuring and containing Thirty Five (35) Acres, more or less, and bounded as follows: On the North by the lands now or formerly of L.G. Hartzog; On the East by the lands now or formerly of W.A. Heaton; On the South by the lands now or formerly of H.S. Hartzog; and On the West by lands now or formerly of L.G. Hartzog.

ALSO

All that certain piece, parcel or tract of land, situate, lying and being in School District No. 2, County of Dorchester, State of South Carolina measuring and containing Six (6) Acres, more or less, and bounded as follows: On the North by lands now or formerly of C.J. Hartzog; On the Northeast by the lands now or formerly of Grace Heaton; On the South by lands now or formerly of M.T. Thompson; and On the West by lands now or formerly of U.V. Hartzog and C.U. Hartzog.

This being a portion of the property inherited by James V. Hartzog, et al from the Estate of Urial V. Hartzog, which estate is of record in Probate File 1975ES18-00181, Dorchester County Probate Court. This also being the property conveyed to James V. Hartzog et al. by Deed of Distribution from the Estate of Hattie Ann Reeves Hartzog, dated March 26, 2009 and recorded April 13, 2009 in Book 7021 at page 122. This also being the property conveyed to the Estate of Edward B. Hartzog, Sr. and James V. Hartzog by Deed of Distribution from the Estate of Francis Marion Hartzog, dated March 26, 2009 and recorded April 13, 2009 in Book 7021 at page 125. This being the same property conveyed to Edward B. Hartzog, Jr. as Trustee of the Edward B. Hartzog Revocable Trust by Deed of Distribution from the Estate of Edward B. Hartzog, Sr., dated August 21, 2009 and recorded October 22, 2009 in Book 7281 at Page 233. This being the same property conveyed to Edward B. Hartzog, Jr. and Karen H. Neil by Deed of Edward B. Hartzog, Jr. as Trustee of the Hartzog Family Trust established under the Edward B. Hartzog Revocable Trust (w/a/d August 6, 2002), dated August 21, 2009 and recorded October 22, 2009 in Book 7281 at page 265, in the Office of the Register of Deeds for Dorchester County.

This being the same property conveyed to Ronald M. Tripp and Ruth S. Tripp as joint tenants with right of survivorship and not as tenants in common by Deed of James V. Hartzog, Edward B. Hartzog, Jr. and Karen H. Neil, dated June 15, 2021 and recorded on June 16, 2021 with the Dorchester County Register of Deeds Office in Record Book 13430, at Page 163.

TMS No.: 055-00-00-020

Property Address: 1052 Independent School Road, Recvesville, SC 29471

Business Entities Online

File, Search, and Retrieve Documents Electronically

EXHIBIT B

ELECTRONICALLY FILED - 2024 Aug 20 3:34 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680
ELECTRONICALLY FILED - 2024 Oct 10 1:17 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

HARRELL'S INTERIOR COMPONENTS, LLC

Corporate Information

Entity Id: 00506188

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 08/03/2015

Expiration Date: N/A

Term End Date: 08/03/2055

Dissolved Date: N/A

Registered Agent

Agent: H.B. HARRELL, JR.

Address: 582 AUGUSTA HIGHWAY
SMOAKS, South Carolina 29481

Official Documents On File

Filing Type	Filing Date
Organization	08/03/2015

EXHIBIT C

[Print this page](#)

Board: Commercial Contractors

HARRELL'S INTERIOR COMPONENTS LLC
582 AUGUSTA HIGHWAY
SMOAKS, SC 29481
(843)562-6064

License number: 119593
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2024
First Issuance Date: 08/19/2015
Classification:
Building-BD2

Qualified By: Financial Statement
President / Owner: H B HARRELL JR / BENJAMIN G. HARRELL

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
HARRELL HARRY (CQG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

Business Entities Online

File, Search, and Retrieve Documents Electronically

EXHIBIT D

ELECTRONICALLY FILED - 2024 Aug 20 3:34 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680
ELECTRONICALLY FILED - 2024 Oct 10 1:17 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

BH Contracting Group, LLC

Corporate Information

Entity Id: 01141370

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 07/13/2021

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Harry B Harrell

Address: 582 AUGUSTA HWY
SMOAKS, South Carolina 29481

Official Documents On File

Filing Type	Filing Date
Articles of Organization	07/13/2021



BH Contracting Group, LLC
582 Augusta Highway
Smoaks, South Carolina 29481
843-562-6064 or 843-898-4672
hbharrell65@gmail.com

CONSTRUCTION CONTRACT

I. The Parties. This Contract ("Agreement") made August 9, 2022 ("Effective Date"), is by and between:

Contractor: BH Contracting Group, LLC, with a mailing address of 582 Augusta Highway, City of Smoaks, State of South Carolina ("Contractor"),

AND

Client: Ruthie Tripp, with a mailing address of Kiwi Lane at Independent School Road, Reesville, State of South Carolina ("Client"),

Contractor and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Contractor to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence upon execution of Contract and terminate: (check one)

- At-Will: Written notice of at least ____ days' notice.
- End Date: On _____, 20____.
- Other: **Upon completion of project.**

III. The Project. The Contractor agrees to provide the following: **Construction of a 30' x 60' x 14' (eve height) open shelter with 12' x 30' enclosed area with small storage area above; 4-12 pitch roof; 18" overhang on gable; 1-8' x 8' roll-up door in rear; 1-3/0 walk-in door; installation of insulation; 110 mph wind load on 6x6 with 29 gauge galvalume roof (NOTE: Color to be determined on side walls); CondenStop installed on roof panels; and a 20' x 20' cement pad for gatherings. No electrical or plumbing provided. Contractor will pour concrete. Client will be responsible for**

fill dirt. Client to obtained permit and engineer drawings. Client understands that this Contract price is only valid for 7 days from the date Contractor signs below. Client further understands that any changes/additions to this Contract will result in additional costs incurred.

Hereinafter known as the "Project".

Contractor shall provide, while performing the Project, that he shall comply with the policies, standards, and regulations of the Client, including local, and State laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Contractor the following compensation for the Project performed under this Agreement: (check one)

- \$ ____ / Hour
- \$ ____ / per Job. A "Job" is _____
- Other: **Forty Nine Thousand Five Hundred and no/100 (\$49,000.00) Dollars.**

Hereinafter known as the "Payment Amount".

V. Payment Method. The Client shall pay the Payment Amount: (check one)

- When Invoiced
- Daily
- Weekly
- Other **One-half payment upon execution of contract in the amount of Twenty-Four Thousand Five Hundred and no/100 (\$24,500.00) Dollars. Final payment in the amount of Twenty-Four Thousand Five Hundred and no/100 (\$24,500.00) Dollars due upon completion of project.**

VI. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Project of the Contractor. If any of the Project performed by the Contractor pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Contractor, at which time the Contractor shall promptly correct such work within a reasonable time.

VII. Contractor Status. Contractor acknowledges that he is an independent contractor and not an agent, partner, joint venture, nor an employee of the Client.

VIII. Safety. Contractor shall, at his own expense, be solely responsible for protecting its employees, sub-Contractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Project or the site where it is being performed ("Work Site"). In addition, Contractor agrees to act in accordance with the rules and regulations administered by federal law and OSHA.

IX. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

X. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XI. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of South Carolina and the County of Colleton.

XII. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XIII. Additional Terms & Conditions. _____

XIV. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ Date _____

Print Name _____

Contractor's Signature AB Harrell Date 8/9/22
Print Name AB Harrell

EXHIBIT

ELECTRONICALLY FILED - 2024 Aug 20 3:34 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680
ELECTRONICALLY FILED - 2024 Oct 10 1:17 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800680

Hi Bubba and Jennifer,

We are sending you the defects that we are requesting to be remedied to complete our contract.

Upon our personal inspection, it appears the building is leaning.

From the picture below you will see the distance from post to post is longer than the length of trusses, so it makes the wood lean in on both sides. We are accepting this, however it is noticeable and does make other things look worse than they might be.

Response: Posts are crowned for sure, however crowning of 6'x6' posts are very common. This post, as all posts in this project, are *plumb*. We will reevaluate every post. ok



We would like to focus on the following on having the following items made right. Once these items are corrected we will gladly pay the outstanding balance of \$24,500. Response to

Outstanding Balance: As we previously discussed you would be responsible for the building permit/plan review (\$648.00) and engineer's invoice (\$500.00). I have attached those two bills to this email. This would make the "Current Outstanding Balance" due of \$25,648.00. OK on \$648 and \$500

1. Door Header – We realize this is not load bearing as Bubba stated, but we would like all work to look good and finished off. From this view, the boards on the left side of the door just look unfinished. They either need to be tied into the ceiling or boxed off.



Response to #1: These boards are attached to 2 girts. If you would like me to install 2-2x6's across the top I will. This is standard on post frame construction. Yes Please

2. Door Step, needs to be stabilized, Bubba said on Saturday that he can do this. It appears there is no support under the door threshold.



Response to #2: I will install a treated board under threshold. OK

3. Concrete between pad and roll up door. The concrete is messy, the guy from Smith(?) said on Saturday this can be cleaned up to look nicer.



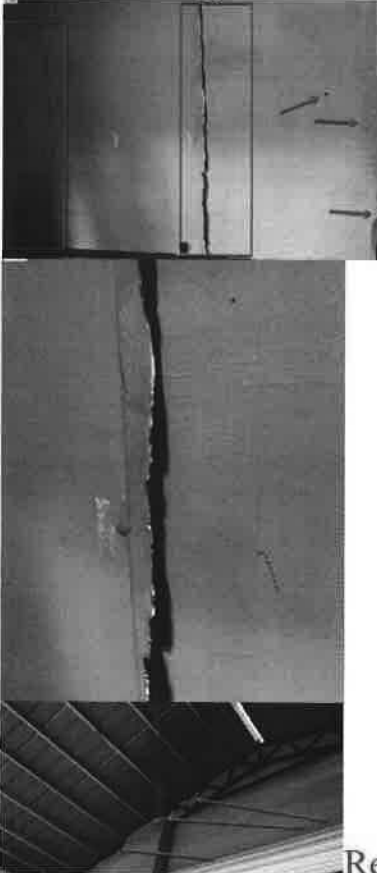
Response to #3: Yes, it has a metal keyway. Most of that is just splatter and can be removed. Our concrete contractor will correct this issue.

4. Corner of building, we would like to get that more square, it is noticeably curving out and it is the side of the building that we will be spending lots of time on and we are not pleased with the way it looks. This caught our eyes at first sight when we came up to the building once the room was enclosed.



Response to #4: I will have this corrected. Ok

5. Either clean up insulation or take it out, looks very bad. While it is a shed there is an expectation that the work done does look good. Some, but not all, examples are below.



Response to #5: I can provide tape for the joints of the insulation. Please just remove all insulation

6. Seal building floor to wall so that water that splashes up does not come through the wall. See side of building that continues to remain damp even after it was graded.



Response to #6: I will seal with silicon. ok

7. Correct the pooling on the concrete under the barn. We realized there will be times when water gets on pad, the

expectation (and verbal agreement prior to pouring concrete) was that the water would drain off and not pool. Water sat in these pools for days after the rain.



Response to #7: The only way is to drill a 1/4" hole in the center to drain, except at control joints. The control joint will let water out when concrete breaks on cut. Since the concrete was not installed as discussed, so there would be no pooling of water we will have to hire a concrete contractor to repair it. This has been verified through the laser grid we sent Bubba via text on 2/25/23. We are requesting a credit of \$4,950 to correct the pooling issue. That figure is derived from \$5.50/sq foot for concrete on a 30X60 pad, totally \$9,900. 50% of \$9,900 is \$4,950.

8. 20X20 concrete slab: Fill dirt has been delivered and spread, however the pad will need to be graded properly to pour concrete. We understand this pad does not have a roof over it and will get wet, however we want it to be poured so the water will drain off of it and won't sit on top as it currently does under the barn. Please grade (higher at the building with a downward grade toward Kiwi Lane) the slab so the water is directed away from the Building towards Kiwi Lane.

As discussed with Bubba and the concrete contractors before we do not want standing water to sit on the concrete and are stating once again to ensure it is poured properly.

Response to #8: Regarding this pad, from the end of building 20', I would suggest a 2" fall away from the building.

However, due to the current circumstances surrounding this project, I am willing to apply a \$2,200.00 credit to the "Current Outstanding Balance (\$25,648.00)", which is \$5.50 per square foot, for you to hire another contractor to finish the 20x20 slab. I will provide a change order to the

August 2022 Construction Contract. This would leave an "Amended Current Outstanding Balance" of \$23,448.00. The quote we obtained to complete this 20X20 sloping concrete pad will cost us \$8/sq ft. Which would require a credit of \$3,200.

Upon completion of items outlined above we will pay you \$17,498.00

\$25,648 (\$24,500 plus \$648 plan/permit, plus \$500 engineer letter)

-\$4,950 (repairing of 30X60 concrete pad that is pooling)

-\$3,200 (installing 20X20 sloping concrete pad)

Totaling \$17,498 to be paid to you

We look forward to hearing back from you via email as it is clear that verbal communication is not productive. Please let us know your plan to remedy these defects.

Ron and Ruthie

NOTE: During last Saturday's meeting, someone mentioned that you may decide to turn this project into a house. The plans filed with Dorchester County specifically state, "Building shall be used as storage facility or agricultural shelter, residential requires specify engineering."

This statement did not come from Ron or Ruthie Tripp and we have no intention of ever making this structure into a home.

Please reply by Friday, March 10th by 5pm.

Thank you