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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Appellate Case No. 2024-000995

Elizabeth and Melvin Ray,..... Appellants

vs.

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

AMENDED RECORD ON APPEAL

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

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Jocelyn Newman, Circuit Court Judge

Case No. 2022-CP-40-02713

Elizabeth Ray and Melvin
Ray,

Appellant,

v.

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

Respondent.

NOTICE OF APPEAL

Appellants Elizabeth Ray and Melvin Ray appeal the original order of the Honorable Judge Joycelyn Newman dated May 11, 2024 and filed May 13, 2024. Appellant received written notice of entry of this order on May 13, 2024.

June 6, 2024

s/Reagan Singletary
Reagan Singletary, Esquire
685 Highway 15 South
St. George, South Carolina 29477
(803) 552.6957
Attorney for Appellant
reagan@thesingletarygroup.com

Other Counsel of Record:
Demetri K. Koutrakos
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite 2nd Floor
P.O. Box 1390 (29202)
Columbia, South Carolina 29201
Attorney for Respondent

Other Counsel of Record:
Derek Newberry
Hall Booth Smith, P.C.
111 Coleman Boulevard, Suite 301
Mount Pleasant, South Carolina 29464
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joycelyn Newman, Circuit Court Judge

Case No. 2022-CP-40-02713

Elizabeth Ray and Melvin
Ray,

Appellant,

v.

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

Respondent.

PROOF OF SERVICE

I certify that I have on this date caused to be served a copy of the NOTICE OF INTENT TO APPEAL on the following counsel of record via first class mail, postage prepaid and/or hand delivery addressed to:

Demetri K. Koutrakos
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite 2nd Floor
P.O. Box 1390 (29202)
Columbia, South Carolina 29201
Attorney for Respondent

Derek Newberry
Hall Booth Smith, P.C.
111 Coleman Boulevard, Suite 301
Mount Pleasant, South Carolina 29464
Attorney for Respondent

The Honorable Joycelyn Newman
Richland County Clerk of Court's Office
2020 Hampton Street
P.O. Box 192
Columbia, SC 29201

June 6, 2024

s/Reagan Singletary

Reagan Singletary
685 Highway 15 South
St. George, South Carolina 29477
(803) 552.6957
Attorney for Appellant
reagan@thesingletarygroup.com

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

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.

REPLY 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. I previously submitted an affidavit in support of Sunsetter's motion for summary judgment. This affidavit is submitted in reply to the affidavit submitted by Plaintiff Elizabeth Ray, which was filed on Sunday, April 14, 2024, less than 36 hours before the hearing on Sunsetter's motion for summary judgment.
4. Plaintiffs obtained a home inspection before buying the house. Sunsetter made the repairs Plaintiffs requested, as outlined in a repair addendum. Plaintiffs accepted those repairs and closed the transaction.
5. In paragraph 4 of her affidavit, Ms. Ray mentions, "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.” The repair addendum attached to Ms. Ray’s affidavit and my prior affidavit simply does not mention installing moisture barriers of any kind.

6. Ms. Ray makes vague assertions that Sunsetter did not make all the repairs required by the repair addendum but fails to point to any repairs outlined in the repair addendum that were not made because there are none.

7. As I stated in my affidavit, the sunroom/porch was built before Sunsetter purchased the house. Sunsetter made no statements or representations regarding permits for the sunroom/porch. Sunsetter did not check for old permits before or during its ownership of the house. There is no requirement to do so. Plaintiffs have not pointed to any such requirement or provided any evidence that a homeowner is supposed to check the permit records to ensure that all prior home improvements were done with a permit.

8. In paragraph 5 of her affidavit, Ms. Ray says Sunsetter did not make the repairs listed in the repair addendum. Plaintiffs conflate the issues by saying Sunsetter did not “redress all the issues in the inspection report.” Sunsetter was not required to redress all issues raised in the inspection report. Sunsetter agreed to make the repairs in the repair addendum, not redress all issues in the inspection report. Sunsetter completed all repairs in the repair addendum. Plaintiffs accepted those repairs and closed on the property.

9. In paragraph 8 of her affidavit, Ms. Ray states that Sunsetter “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” This is simply incorrect. Plaintiffs’ own realtor, Nancy Warner, asked if a microwave could be installed above the stove.

Sunsetter agreed and installed the microwave. See the email from Plaintiffs' realtor, a true and accurate depiction of which is set forth below:



10. Plaintiffs have made vague accusations without evidentiary support or accusations that are contrary to the documents. Plaintiffs have sued Sunsetter asserting a claim for negligent misrepresentation, but to this day Plaintiffs have not pointed to or provided any evidence of any false representation made by Sunsetter or any reliance by Plaintiffs on any representation made by Sunsetter.


[signature of affiant appears on the following page]

FURTHER, AFFIANT SAYETH NOT.



Greg Langjahr

SWORN and subscribed to before me
this 16 day of April, 2024.



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





Elizabeth Ray and Melvin Ray,

Plaintiff,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

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

**DEPOSITION NOTICE FOR
NAEEM SHABAZZ**

TO: NAEEM SHABAZZ, WITNESS:

The undersigned of The Singletary Group, LLC hereby certifies that she has served the following WITNESS with the foregoing **NOTICE OF DEPOSITION on April 15, 2024:**

Naeem Shabazz, Housing and Construction Inspector
3007 Greystone Circle
Florence, South Carolina 29501

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

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 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



EXHIBIT E



Mail@SCInspectionONE.com
803.730.7954

INVOICE

20 of 02

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
 - Credit Card by Phone 803.730.7954
 - Send Payments to:
 - Home Inspection One
 - 25 Sunrise Point
 - Irmo, SC 29063

KC

"Your Number ONE Choice for Home Inspections"

3:43 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713
10:14 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713

Defective Summary

The following items or discoveries indicate that these systems or components do not function as intended or adversely affects habitability of the dwelling; or warrants further investigation by a specialist, or requires subsequent observation. This summary 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.

3:43 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713
0:14 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713

Defective Summary (Continued)

- 17. Main Living Space Windows: - One of the two small windows above sunroom backdoor is broken and neither are sea
- 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 & AC
Drain into*

3:43 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713
10:14 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713



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 disconnect time of inspection.
- M Marginal Item is functional and is in normal condition for age. Item may need monitoring or general maintenance 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 Unknown How Verified Clean out
Water Source City How Verified Meter
Additions/Modifications N/A

3:43 PM
10:14 PM
RICHLAND - COMMON PLEAS - CASE#2022CP4002713
RICHLAND - COMMON PLEAS - CASE#2022CP4002713

Lots and Grounds

The home inspector shall observe: Decks, balconies, stoops, steps, areaways, porches and applicable railings; vegetation, gradient 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, 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 identify 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. Walks: Concrete
- 2. Driveway: Concrete
- 3. Steps/Stoops: Brick
- 4. Patio:
- 5. Deck/Balcony Treated wood
- 6. Porch: Concrete
- 7. Vegetation: Trees & Shrubs
- 8. Retaining Walls:
- 9. Grading: Minor slope
- 10. 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. Type: Brick veneer
- 2. 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.
- 3. 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.

3:43 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713
10:14 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713

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. Windows: Wood casement
- 5. Storm Windows:
- 6. Window Screens: None
- 7. Hose Faucet: Gate valve
- 8. Door Bell: Hard wired
- 9. Gas Meter:
- 10. Main Gas Valve:
- 11. Other: - Wall penetrations/openings at HVAC lines and plumbing clean-outs are not sealed

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.

ANPNIM D

Main Roof Surface

- 1. Method of Inspection: On roof
- 2. Unable to Inspect: 0%
- 3. Material: Fiberglass shingle
- 4. Type: Gable
- 5. Approx Age: Unknown
- 6. Flashing: Not Visible ✓
- 7. Plumbing Vents: ABS
- 8. Electrical Mast: Underground utilities
- 9. Gutters: ✓
- 10. Skylights: ✓

Main Chimney

- 11. Chimney: Brick
- 12. 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 entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed or any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting 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 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

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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 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 entry could damage the property, or when dangerous or adverse situations are suspected; Report signs of abnormal or harmful vapor 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 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. Unable to Inspect: 20% Some areas not visible due insulation
3. Roof Framing: 2x6 Rafter
4. Sheathing: Plywood
5. Ventilation: Gable, ridge & soffit vents
6. 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. Insulation Depth: R-19 or equal
8. Attic Fan: - Motors are burned out, both units.
9. House Fan:
10. Wiring/Lighting: 110 VAC
11. Moisture Penetration: - Moisture stains visible, tested dry, possibly old, confirm all leaks have been repaired.
12. Access: Pull down ladder

Fireplace/Wood Stove

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Den Fireplace

1. Freestanding Stove:
2. 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. Fireplace Insert:
5. Flue: Metal
6. Damper: Metal
7. Hearth: Raised

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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 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 represent number of installed cabinets; and A representative number of doors and windows. The home inspector shall: Operate bathroom a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the bui 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 Carpets; 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.

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Half Bathroom

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

ANPNI M D

Hall Bathroom

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

Master Bathroom

28. Ceiling: Paint
29. Walls: Paint
30. Floor: Pergo type
31. Doors: Hollow wood type
32. 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.

ANPNI M 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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Living Space

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 a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of 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.

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Main Living Space

- | | | | | | | |
|-----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|---|
| 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Closet: Walk-in & single |
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ceiling: Paint |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Walls: Paint |
| 4. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Floor: Vinyl & carpet |
| 5. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Doors: Hollow wood type |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Windows: - Windows stuck/ painted/ secured shut, could not get any to operate/open. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Windows: - One of the two small windows above sunroom backdoor is broken and neither are sealed. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electrical: - Wall outlet not working, R wall in R front bedroom |
| 10. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Stairs/Handrails: |

Laundry Room/Area

ANPNI M D

Kitchen Laundry Room/Area

- | | | | | | | |
|-----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--|
| 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"/> | Floors: 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, 110 Volt |
| 7. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Laundry Sink: |
| 8. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Washer Hose Bib: Gate valve |
| 9. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Washer and Dryer Electrical: 110-240 VAC |
| 10. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Dryer Vent: Foil flex |
| 11. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Dryer Gas Line: |
| 12. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Washer Drain: Wall mounted drain |

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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 normal operating controls. The home inspector shall open readily openable access panels provided by the manufacturer or install 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
Mall@SCInspectionONE.com
803.730.7954
Inspection Agreement

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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

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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 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 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

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Stress crack and gap under door



Wall penetrations are not sealed



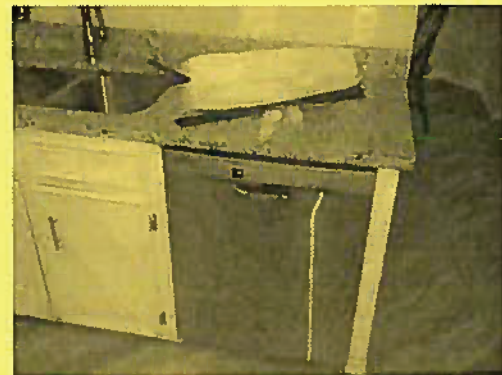
Wall penetrations are not sealed, several of these



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



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)

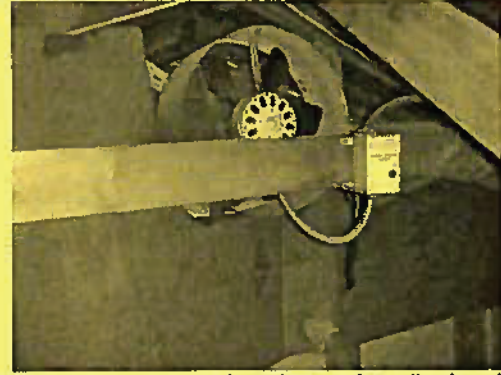


No insulation present in rear of attic

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



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



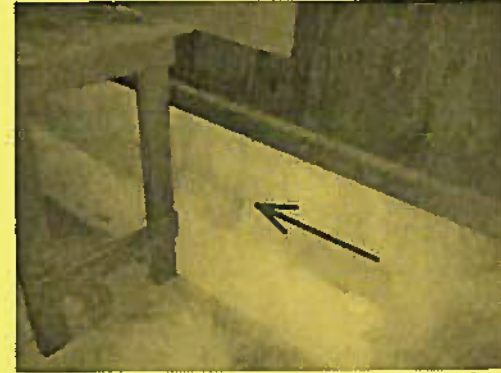
Rust on fireplace box and flue from previous leaks.
Open area (chase) around fireplace is not sealed



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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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
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date

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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): Melissa + Elizabeth Rader

Property Address: 901 VALHALLA 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 & repair all items in
the defective summary attached.*

Form A-201
03/09
1 of 2

Buyer (MR + EDR) 4/9/19
Initials Date

Seller (JR) 4/15/19
Initials 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 rth---

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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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
Case No. 2022-CP-40-02713

Elizabeth and Melvin Ray,

Plaintiffs,

vs,

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

Defendants.

NOTICE OF HEARING

TO: REAGAN SINGLETARY, Attorney for Plaintiffs:

YOU WILL PLEASE TAKE NOTICE that a virtual hearing on Defendant Sunsetter Properties, LLC's Motion for Summary Judgment is scheduled before The Honorable Jocelyn Newman, Presiding Judge for Richland County, on Tuesday, April 16, 2024, beginning at 9:30 a.m.

The aforesaid hearing will be conducted via WebEx per instructions provided by the Court to counsel of record.

CALLISON TIGHE & ROBINSON, LLC

s/ Demetri K Koutrakos

Demetri K. Koutrakos, SC Bar No. 11318

1812 Lincoln Street, Suite #200 (29201)

P. O. Box 1390

Columbia, SC 29202-1390

Telephone: 803-404-6900

Email: jimkoutrakos@callisontighe.com

**ATTORNEY FOR DEFENDANT
SUNSETTER PROPERTIES, LLC**

March 27, 2024

CERTIFICATE OF SERVICE

Pursuant to Order No. 2022-05-06-04 issued by The Supreme Court of South Carolina, the undersigned hereby certifies that, on this date, the foregoing **Notice of Hearing** was served upon counsel of record by using the S.C. Judicial Department E-Filing System, as follows:

Reagan Singletary, Esquire
The Singletary Group, LLC
327 Great North Road
Columbia, SC 29223
Email: reagan@thesingletarygroup.com
(Attorney for Plaintiffs)

Connor E. Johnson, Esquire
Derek M. Newberry, Esquire
Hall Booth Smith, PC
111 Coleman Blvd., suite #301
Mount Pleasant, Sc 29464
Email: cjohnson@hallboothsmith.com
Email: dnewberry@hallboothsmith.com
(Attorneys for Defendant Home Inspection One, LLC)

s/ Demetri K. Koutrakos
Demetri K. Koutrakos
Attorney for Defendant
Sunsetter Properties, LLC

March 27, 2024

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
Case No. 2022-CP-40-02713

Elizabeth and Melvin Ray,
Plaintiffs,

vs,

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

**DEFENDANT SUNSETTER PROPERTIES,
LLC'S NOTICE OF MOTION AND
MOTION TO DISMISS AND FOR
SUMMARY JUDGMENT**

TO: REAGAN SINGLETARY, Attorney for Plaintiffs:

YOU WILL PLEASE TAKE NOTICE that Defendant Sunsetter Properties, LLC (“Sunsetter”) hereby moves pursuant to Rule 12 and Rule 56, SCRPC, for an order dismissing the Complaint for improper service and alternatively granting Sunsetter summary judgment in its favor as there are no genuine issues of material fact.

This motion is supported by the pleadings filed herein; the documents attached hereto; the Affidavits of Greg Langjahr and Nicholas Langjahr filed simultaneously herewith and the documents attached thereto; such other matters as may be properly presented to the Court at the time of the hearing; and the following:

I. INTRODUCTION

In 2019, Plaintiffs purchased a home from Sunsetter after hiring a home inspection company to identify repairs, which repairs Sunsetter made. Plaintiffs now complain about the home’s condition and allege Sunsetter made false representations, none of which are supported by the evidence. There are no issues of fact. Sunsetter is entitled to summary judgment.

Moreover, Plaintiffs did not properly serve Sunsetter with the Complaint. For that reason alone, the Court should dismiss the Complaint.

II. FACTUAL BACKGROUND

On or about November 16, 2018, Sunsetter purchased 901 Valhalla Drive in Columbia, South Carolina (the “Home”). When Sunsetter purchased the Home, it was vacant and contained a sunroom/porch.

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.

On or about March 26, 2019, Sunsetter and Plaintiffs entered into a contract for the sale of the Home to Plaintiffs (“the Contract”). The Contract allowed Plaintiffs to inspect the Home and note any repairs it wanted Sunsetter to make.

Sunsetter provided a Residential Property Condition Disclosure Statement (“Disclosure Statement”) with the Contract. 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 deficiencies or issues because it did not have actual knowledge or notice of any issues.

In addition, Sunsetter purchased Home Warranty Coverage for Plaintiffs as part of the Contract.

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 noting various repairs that needed to be made. Sunsetter made those repairs. The inspection report provides that it does not cover

mold and advised Plaintiffs to hire someone else if they were concerned about mold or similar issues.

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.

The closing occurred on May 23, 2019, and Sunsetter conveyed the Home to Plaintiffs.

III. THIS ACTION

Exactly three years later, on May 23, 2022, Plaintiffs filed this action against Sunsetter, Home Inspection One, LLC, and Nancy Warner, agent for Coldwell Banker Residential Brokerage ("Warner"). Warner apparently was never served and has not appeared in this case.

Plaintiffs purported to serve Sunsetter's registered agent, Greg Langjahr, by purportedly providing copies of the Summons and Complaint to Langjahr's 17-year-old son, who is not and never was authorized to accept service of legal papers on behalf of Sunsetter. Sunsetter raised this improper service in its Answer.

Plaintiffs assert a negligent misrepresentation claim against Sunsetter.

IV. LEGAL STANDARD

Summary judgment is appropriate where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show 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. In determining whether any triable issue of fact exists to preclude summary judgment, the evidence and all inferences that can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party. *Strother v. Lexington County Recreation Comm'n*, 332 S.C. 54, 504 S.E.2d 117 (1998).

The purpose of summary judgment is to expedite the disposition of cases that do not require a fact finder's services. *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003). In that way, “[a] motion for summary judgment is akin to a motion for a directed verdict” because “[i]n each instance, one party must lose as a matter of law.” *Main v. Corley*, 281 S.C. 525, 526, 316 S.E.2d 406, 407 (1984); *see also Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (standard for summary judgment “mirrors” standard for directed verdict).

V. ARGUMENT

A. Plaintiffs never served Sunsetter; therefore, this case should be dismissed.

Service on a limited liability company, such as Sunsetter, is governed by Rule 4(d)(3), SCRCF, which provides that “Service shall be made as follows:”

(d)(3) Corporations and Partnerships. Upon a corporation or upon a partnership or other unincorporated association which is subject to suit under a common name, by delivering a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and if the agent is one authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant.

S.C. Code Ann. § 15-9-210 also applies, which provides as follows:

(a) A domestic business or nonprofit corporation's registered agent is the agent of the corporation for service of any process, notice, or demand required or permitted by law to be served, and the service is binding upon the corporation.

(b) The business or nonprofit corporation may be served under Rule 4(d)(8) of the South Carolina Rules of Civil Procedure by registered or certified mail, return receipt requested, addressed to the office of the registered agent, or the office of the secretary of the corporation at its principal office. Service is effective upon the date of delivery as shown on the return receipt. Entry of default and default judgments shall be subject to the conditions of Rule 4(d)(8).

The registered agent of Sunsetter is and has always been Greg Langjahr. Mr. Langjahr was never served with the Summons and Complaint. Instead, his 17-year-old son was served, who was not authorized to accept service of process on behalf of Sunsetter.

Sunsetter raised this issue in its pleadings early on in this case, but Plaintiffs have done nothing to cure it.

Service on Sunsetter was improper and the case should be dismissed. *See* 19 Am Jur 2d *Corporations* § 1895 (2023) (“Service made on the spouse, minor child, or parent, of a corporate officer has been held invalid. Likewise, service cannot be made on the spouse, or employee of a registered agent or individual with whom a corporation’s registered agent resided . . .”).

B. Plaintiffs have not provided evidence meeting the elements of negligent misrepresentation; therefore, Sunsetter is entitled to summary judgment.

To establish liability for negligent misrepresentation, a plaintiff “must show (1) the defendant made a false representation to the plaintiff; (2) the defendant had a pecuniary interest in making the representation; (3) the defendant owed a duty of care to see that he communicated truthful information to the plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff suffered a pecuniary loss as the proximate result of his reliance upon the representation.” *Sauner v. Pub. Serv. Auth.*, 354 S.C. 397, 407, 581 S.E.2d 161, 166 (2003).

Plaintiffs have failed to show that Sunsetter made any false representation to Plaintiffs. In their Complaint, Plaintiffs allege as follows:

8. Prior to purchasing the property Defendant Sunsetter Properties, LLC represented to the Plaintiffs in its State of South Carolina Residential Disclosure Statement that he had no knowledge of any defects with the property.

9. However, the Plaintiff's learned after closing on the property in May of 2019 that the Defendant failed to disclose material defects to the property including water leaks, mold and mildew issues, plumbing deficiencies, and that reconstruction was done to the home without the County inspecting it to determine if these improvements were up to code.

10. Upon information and belief, Defendant Sunsetter Properties, LLC knew or should have know that these deficiencies prior to selling the property to the Plaintiffs. Yet, it failed to disclose this information to the Plaintiff prior to closing.

In responding to an interrogatory¹ requesting Plaintiffs identify the claimed false representations, Plaintiffs responded as follows:

Sunsetter properties had a duty to the plaintiff not to make false representations to the Plaintiff about the home. Sunsetter indicated that the hot water heater was replaced when it had not been replaced. Sunsetter properties did not seek permits for the sunroom which was an add on to the property, and did not have it inspected upon completion. Plaintiff is now experiencing leaks to the roof as a result. There is mold in the home also which required complete remediation. The representation was made in writing. Plaintiff did not learn of the misrepresentation for months if not years after she closed on the home. The Plaintiff reserves the right to supplement this request at a later date if necessary.

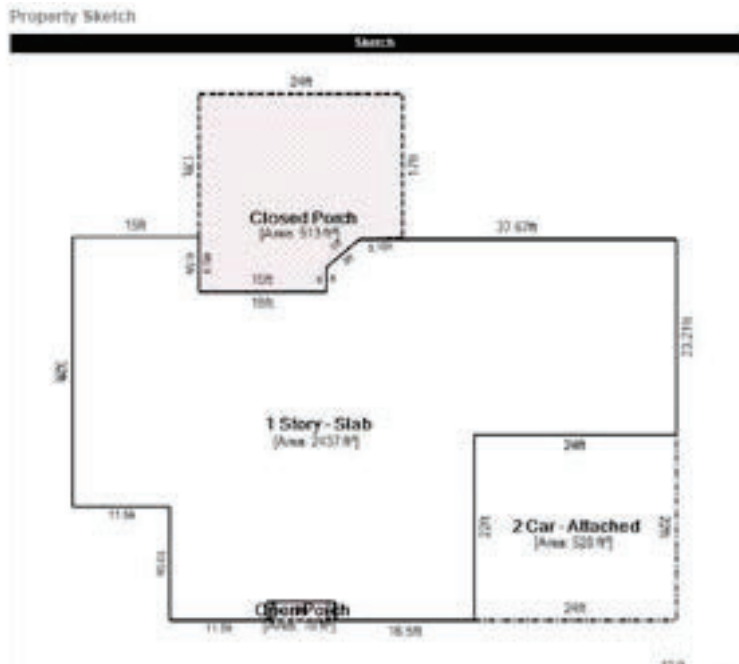
In summary, Plaintiffs identify three alleged false representations: (1) "Sunsetter properties did not seek permits for the sunroom which was an add on to the property, and did not have it inspected upon completion," (2) "hot water heater was replaced when it had not been replaced," and (3) "There is mold in the home."

When Sunsetter purchased the Home, the sunroom/porch was already there. See the images below from an Inspection Report conducted by Sunsetter's lender right when Sunsetter purchased the Home:

¹ Plaintiffs' Answers to Sunsetter's Interrogatories are attached as Exhibit A.



Porch



Sunsetter did not add the sunroom/porch to the Home as alleged by Plaintiffs. As a result, Sunsetter was not required to obtain a permit for an addition to the Home made by prior homeowners. Plaintiffs' contention that Sunsetter made this representation and that it was false is without merit. Furthermore, it is impossible to have been made and was never made.

Regarding the allegation of a hot water heater being replaced when it had not been replaced, Sunsetter made no such representation. As Plaintiffs admit, all communications were made in writing. Neither the Contract nor the Disclosure Statement says anything to this effect.

Finally, as to mold being in the Home, 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

Sunsetter answered “none” because it had no knowledge of any toxic mold in the Home. Mr. Langjahr clearly sets forth in his affidavit filed simultaneously herewith that he absolutely had no knowledge or notice of any mold, toxic or otherwise, in the Home. There is no evidence to the contrary. *See Fields v. Melrose Ltd. Partnership*, 312 S.C. 102, 439 S.E.2d 283, 285 (S.C. Ct. App. 1993) (“To be actionable, the representation must . . . be false when made.”); *Calland v. Carr*, No. 9:14-cv-0420-DCN, 2015 U.S. Dist. LEXIS 59175, at *12 (D.S.C. May 6, 2015) (court granted summary judgment to sellers as buyers “have failed to put forth sufficient evidence that the [Sellers] knew of current problems with the house when they filled out the disclosure statement on November 22, 2010,” with mold being raised as one of the issues).

To the extent there existed toxic mold in the Home on the date of the sale, Plaintiffs had the opportunity to inspect the Home to determine if that was the case, something they opted not to do, even though the home inspector they hired advised them to do so. *See Byrn v. Walker*, 275 S.C. 83, 88, 267 S.E.2d 601, 603 (1980) (“It is generally held that one has no right to rely on representations as to the condition, quality or character of property . . . where the parties stand on an equal footing and have equal means of knowing the truth.”).

Accordingly, Sunsetter is entitled to summary judgment in its favor.

VI. CONCLUSION

Plaintiffs never properly served Sunsetter. For that reason alone, this case should be dismissed. In addition, even if Sunsetter was served correctly, Plaintiffs have produced no evidence that would plausibly meet any of the elements of negligent misrepresentation. Sunsetter is therefore entitled to summary judgment in its favor.

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

s/ Demetri K. Koutrakos

Demetri K. Koutrakos, SC Bar No. 11318
1812 Lincoln Street, Suite #200 (29201)
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Email: jimkoutrakos@callisontighe.com

**ATTORNEY FOR DEFENDANT
SUNSETTER PROPERTIES, LLC**

August 9, 2023

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Elizabeth Ray and Melvin Ray,

Plaintiffs

vs.

Laura Elizabeth Davis

Defendant.

IN THE COURT OF COMMON PLEAS
IN THE TWELFTH JUDICIAL CIRCUIT

C. A. No. 2021-

**Plaintiff's Responses to the Defendant's
First Set of Interrogatories**

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

Answer:

Elizabeth Ray

901 Valhalla Drive

Columbia, SC 29229

No written statements have been taken from Ms. Ray.

Steven Lantry

Mid Carolina Chimney Service

615 Evelyn Drive

Columbia, South Carolina 29210

A written report has been taken from Steven Lantry.

Carolina Conditions Heating Plumbing

Cooling Electrical Estimate date 2/27/2020

16792 S. Lake Drive Ste. 90 #90

Lexington, South Carolina 29073

Derek Tucker

Mold Solutions, Inc

1110 C Avenue

West Columbia, South Carolina 29169

A written report has been taken from Derek Tucker

Brent Williamson

Mold Solutions, Inc

1110 C Avenue

West Columbia, South Carolina 29169

A written report has been taken from Brent Williamson

Douglas W. Matthews
 USAA Southeast Regional Office
 USAA General Indemnity Company
 P.O. Box 33490
 San Antonino, Texas 78265

A written statement has been taken from Douglas Matthews

Steven Lentry
 Mid Carolina Chimney Service, LLC
 615 Evelyn Drive
 Columbia, South Carolina 29210

A written statement has been taken from Steven Lentry

David N. Dunnagan
 President/Principal Engineer
 Kleen Sires Geoservices, Inc,
 2047 Industrial Blvd.
 Lexington, South Carolina 29072

A written statement has taken from David N. Dunnagan.

Greg Morgan
 Mold Test USA
 1101 1st Street South Ext. Suite B
 Columbia, South Carolina 29209

A written statement has been taken from Greg Morgan

Assistant Deputy Director Mike Zapp
 Permit/Building Code Richland Center
 Richland County Building
 2020 Hampton Street
 Columbia, South Carolina 29201

The Plaintiff reserves the right to supplement this request at a later date if necessary.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

Answer:

- Settlement letter from USAA
- Absolute Disaster Invoice dated 8/1/2022 - water mitigation master bedroom
- Update Mold report from Mold Solutions dated 6/24/22
- INEX Restore, LLC. Invoice dated 8/15/22 - restoration service
- Carolina Conditions - Plumbing invoice dated 7/19/22
- Carolina Conditions - pictures of HVAC repair 8/15/22
- Carolina Conditions - Invoice 81851M invoice dated 8/10/22
- Carolina Conditions - Invoice 001-81851a dated 7/22/22
- Carolina Conditions - Invoice 001-86262 dated 10/27/22
- Carolina Conditions - Estimate 70108227 dated 10/27/22

- Carolina Conditions - Job#86262 HVAC SA Check
- Mid Carolina Chimney Service, LLC
- Kleen Sires Geoservices, Inc
- Carolina Conditions Heating Plumbing
- Absolute Disaster Report

The Plaintiff reserves the right to supplement this request at a later date if necessary.

3. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case. For each, state the expert's qualifications; the subject matter upon which the expert is expected to testify; the substance of the facts and opinions to which the expert is expected to testify; and a summary of the grounds for each opinion.

Answer:

The Plaintiff has not fully identified her expert witnesses at this time. However, she reserves the right to supplement this request at a later date, if necessary.

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

Answer:

- Elizabeth Ray can attest to the damage to the home and the steps she took to mediate the damage.
- Steven Lantry can attest to the damage to the home and the steps he took to fix the damage. A written report has been taken from Steven Lantry and is provided in the Defendant's responses to the Plaintiff's First Set of Requests for the Production of Documents.
- Carolina Conditions Heating Plumbing can attest to the damage to the home and the steps they took to fix the damage. A written report has been taken from Carolina Conditions Heating and Plumbing and is provided in the Defendant's responses to the Plaintiff's First Set of Requests for the Production of Documents.
- Derek Tucker can attest to the mold test that was conducted on the home and the results of the Mold Test. A written report has been taken from Derek Tuck and is provided in the Defendant's Responses to the Plaintiff's First Set of Requests for the Production of Documents.
- Brent Williamson can attest to the mold test that was conducted on the home and the results of the Mold Test. A written report has been taken from Brent Williamson and is provided in the Defendant's Responses to the Plaintiff's First Set of Requests for the Production of Documents.

- Douglas W. Matthews can attest to the property damage claim that was filed by the Plaintiff for the 901 Vahalla Drive home. A letter related to this claim is provided in the Plaintiff's Responses to the Defendant's First Set of Requests for the Production of Documents.
- Steven Lentry can attest to the property damage to the 901 Vahalla Drive home. A written statement has been taken from Steven Lentry and is provided in the Plaintiff's Responses to the Defendant's First Set of Requests for the Production of Documents.
- David N. Dunnagan can attest to the property damage to the 901 Vahalla Drive home. A written statement has been taken from David N. Dunnagan and is provided in the Plaintiff's Response to the Defendant's First Set of Requests for the Production of Documents.
- Greg Morgan can attest to the issue of mold in the 901 Vahalla Drive Property. A written report has been taken from Greg Morgan and is provided in the Plaintiff's Responses to the Defendant's First Set of Requests for the Production of Documents.
- Assistant Deputy Director Mike Zapp can attest that there were no permits in the Richland County Building Code Center relating to the sun room addition to the 901 Vahalla Drive Property.

Plaintiff reserves the right to supplement this request at a later date if necessary.

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

Answer:

The Plaintiff does not have an exhaustive itemized list of all of the damages she has incurred to date. However, the Plaintiff has included all receipts she has to date in its responses to the Defendant's First Set of Requests for the Production of Documents.

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

Answer: None. However, the Plaintiff reserves the right to supplement this request at a later date if necessary,

7. Identify all communications (whether oral, written, or electronic) that you (or anyone acting on your behalf) have had with, received from, or provided to Sunsetter and/or Greg Langjahr (or anyone acting on their behalf) related to the Subject Property, and/or the claims alleged in the Complaint.

Answer:

Plaintiff's communications with Sunsetter properties consisted of the closing documents which are included in the Plaintiff's responses to the Defendants requests for the production of documents. Plaintiff reserves the right to supplement this request at a later date if necessary.

8. Identify all communications (whether oral, written, or electronic) that you (or anyone acting on your behalf) have had with, received from, or provided to Wer

LLC (or anyone acting on their behalf) related to the Subject Property, and/or the claims alleged in the Complaint.

Answer:

Plaintiff's communications with Sunsetter properties consisted of the closing documents which are included in Plaintiff's responses to the Defendant's request for the production of documents.

9. Identify all communications (whether oral, written, or electronic) that you (or anyone acting on your behalf) have had with, received from, or provided to Nancy Warner and/or Coldwell Banker (or anyone acting on their behalf) related to the Subject Property, and/or the claims alleged in the Complaint.

Answer:

Plaintiff's communication with Nancy Warner/Coldwell Banker consist of the closing documents included in the Plaintiff's responses to the Defendant's Requests for the Production of Documents.

10. Identify all communications (whether oral, written, or electronic) that you (or anyone acting on your behalf) have had with, received from, or provided to Samuel Craig Kip and/or Home Inspection One, LLC (or anyone acting on their behalf) related to the Subject Property, and/or the claims alleged in the Complaint.

Answer:

No communications were made to Samuel Craig or Home Inspection One other than the closing documents included in the Defendant's responses to the Defendant's Requests for the Production of Documents. The Plaintiff reserves the right to supplement this request at a later date if necessary.

11. Identify all communications (whether oral, written, or electronic) that you (or anyone acting on your behalf) have had with, received from, or provided to any third party (apart from counsel in this case) related to the Subject Property, and/or the claims alleged in the Complaint.

Answer:

All communications with third parties are included in the Plaintiff's Responses to the Defendant's request for the Production of Documents. The Plaintiff reserves the right to supplement this request at a later date if necessary

12. State when and in what manner you first learned of the existence of the "material defects" to the Subject Property as alleged in paragraph 9 of the Complaint. Identify all documents that support your answer to this Interrogatory.

Answer:

Plaintiff did not learn of the material defects until months if not years after moving into the property. While this list is not exhaustive, Defendant listed the hot water heater for the home "replaced" when it had not been. The Defendant also without following the proper protocol of obtaining permits right to supplement this request at a later date if necessary

13. State each fact that supports the allegations of paragraph 9 of the Complaint, wherein you allege “that reconstruction was done to the home without the County inspecting it to determine if these improvements were up to code.”

Answer:

There were no permits requested for the sunroom addition to the home by the Defendants. Permits are required for this type of improvement to the home. Where there are no permits, there is also no record of an inspection of the addition. The Plaintiff reserves the right to supplement this request at a later date if necessary.

14. To the extent you claim Sunsetter knew of the alleged material defects set forth in paragraph 9 of the Complaint, identify all facts that support such a claim.

Answer:

Please see the Plaintiff’s response to Interrogatory No.13. Plaintiff reserves the right to supplement this request at a later time if necessary.

15. State each fact that supports the allegations of paragraph 10 of the Complaint, wherein you allege Sunsetter “knew or should have known these deficiencies prior to selling the property to Plaintiffs.”

Answer:

The Defendant was the owner of the property in question. As the owner, he is responsible for knowing about any repairs which need to be made before sale, and the condition of his property. He is also responsible for knowing about the condition of any structural improvements made to the property. Plaintiff reserves the right to supplement this request at a later date if necessary.

16. State each fact that supports the allegations of paragraph 15 of the Complaint, wherein you allege Sunsetter “was negligent, grossly negligent, reckless, willful and wanton in making materiality false misrepresentations to the Plaintiffs.”

Answer:

Please see the Plaintiff’s responses to Interrogatory no. 14-17. Plaintiff reserves the right to supplement this request at a later date if necessary.

17. Regarding the allegations of paragraph 15 of the Complaint, wherein you allege Sunsetter “was negligent, grossly negligent, reckless, willful and wanton in making materiality false misrepresentations to the Plaintiffs,” identify each material and false representation made by Sunsetter, to include:

- A. Describing in detail the exact nature of the alleged false representation;
- B. Describing who on behalf of Sunsetter made the alleged false
- C. Describing if the alleged false representation was made in writing or orally;
- D. To the extent the alleged false representation was made in writing, identifying such document;
- E. Identifying the date on which the alleged false representation was made;
- F. Describing how the alleged false representation was material; and
- G. Describing how you relied on the alleged false representation.

Answer:

Sunsetter properties had a duty to the plaintiff not to make false representations to the Plaintiff about the home. Sunsetter indicated that the hot water heater was replaced when it had not been replaced. Sunsetter properties did not seek permits for the sunroom which was an add on to the property, and did not have it inspected upon completion. Plaintiff is now experiencing leaks to the roof as a result. There is mold in the home also which required complete remediation. The representation was made in writing. Plaintiff did not learn of the misrepresentation for months if not years after she closed on the home. The Plaintiff reserves the right to supplement this request at a later date if necessary.

17. Set forth in detail all actions taken by you to mitigate your alleged damages.

Answer:

Please see the Plaintiff's requests for the production of documents which reflect the Plaintiff engaging numerous contractors to remediate and repair the home. Plaintiff reserves the right to supplement this request at a later date if necessary.

19. Identify whether you ever made a warranty claim with American Home Shield.

Answer:

Plaintiff contacted American Home Shield regarding this matter but her claim was denied. The Plaintiff reserves the right to supplement this request at a later date if necessary.

20. Identify in detail all repairs you claim to have made to the Subject Property.

Answer:

Please see the list of documents in the Plaintiff's responses to the Defendant's requests for the production of documents wherein there is documentation on the steps she took to repair the issues with the property. Plaintiff reserves the right to supplement this request at a later date if necessary.

Respectfully submitted,
THE SINGLETARY GROUP

By: s/Reagan Singletary
Reagan Singletary
685 Highway 15 South
St. George, SC 29477
Telephone: 803-552-6957
Facsimile: 803-753-9623

Attorney for the Plaintiff.

June 11 , 2023
Columbia, South Carolina

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

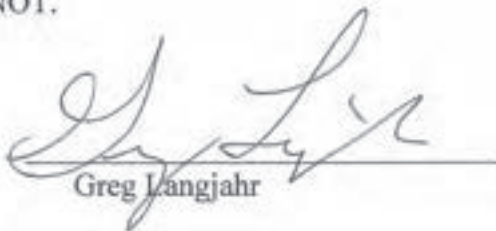
A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, 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



EXHIBIT A

Book 2353-707

2018084988 11/29/2018 12:35:06.600

Fee: \$10.00 County Tax: \$141.35 State Tax: \$334.10

Deed



2018084988 John T. Hopkins II Richland County R.O.D

------(SPACE FOR RECORDING)-----

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

P-18-0313
TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, **Sandra B. Allen** in the State aforesaid for and in consideration of the sum of One Hundred Twenty Eight Thousand Three Hundred (\$128,300.00) Dollars, to me in hand paid at and before the sealing of these presents by **Sunsetter Properties, LLC** (hereinafter referred to as the "Grantee(s)") in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Sunsetter Properties, LLC**, its successors and assigns forever, the following described property, to wit:

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying, and being in the Woodbranch Subdivision, County of Richland, near Pontiac, South Carolina, and shown as Parcel C (#901 Valhalla Drive) on plat prepared for Melvin H. McIlwain and Mattie B. McIlwain, by James F. Poison, R.D.S. on December 2, 1986, and recorded in the Register of Deeds Office for Richland County in Plat Book 51 at Page 3458, and being having the same property shape, metes, measurements, and bounds as shown on said plat; be all measurements a little more or less.

This being the same property conveyed unto Sandra B. Allen by deed of distribution from the estate of Mattie Brown McIlwain [2014-ES-40-1518], dated September 24, 2015, recorded September 24, 2015, in the Office of the Register of Deeds for Richland County in Record Book 2060 at Page 387.

TMS # : 22816-02-05

Property Address: 901 Valhalla Drive, Columbia, SC 29229

Grantees Address : 240 Ammons Lane, Hartsville, SC 29550

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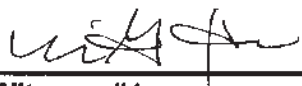
TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **Sunsetter Properties, LLC**, its successors and assigns forever.

AND I do hereby bind myself, and my heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Premises unto the said **Sunsetter Properties, LLC**, its successors and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS MY Hand AND Seal, this 16 day of November, in the year of our Lord two thousand eighteen and in the two hundred and forty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Witness #1



Sandra B. Allen



Witness # 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ACKNOWLEDGEMENT

On this 16 day of November, 2018 before me, the undersigned Notary Public in and for said County and State, personally appeared **Sandra B. Allen** known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SWORN to before me, this
16 day of November, 2018



Notary Public for South Carolina (L.S.)
My Commission Expires : 11/10/2025

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT

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

- 1. I have read the information in this affidavit and I understand such information.
- 2. The property being transferred is 901 Valhalla Drive bearing Richland County Tax Map Number 22816-02-05; it was transferred by Sandra B. Allen unto Sunsetter Properties, LLC on 11/16/18.

- 3. Check one of the following: The deed is:
 - [a] X subject to the deed recording fee as a transfer of consideration paid or to be paid in money or money's worth.
 - [b] _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - [c] _____ exempt from the deed recording because: _____

- 4. Check one of the following if either item 3(a) or 3(b) above has been checked:
 - [a] X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 128,300.00.
 - [b] _____ The fee is computed on the fair market value of the realty which is: \$ _____
 - [c] _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is: \$ _____

5. Check YES ___ NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the outstanding balance is \$ _____.

6. The Deed recording is computed as follows:

[a]	Item #4:	<u>\$128,300.00</u>
[b]	Item #5:	<u>-\$ 0</u>
[c]	Line 6[a]-6[b]=	<u>\$ 128,300.00</u>

7. The deed recording fee due is based on the amount listed on line 6[c] above and the total State and County fee due is: \$475.45

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sandra B. Allen
Grantor

Sworn to before me this 16 day of November, 2018.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires : 11/10/2025

EXHIBIT B



Interior Inspection

Overall Condition Rating Overall Quality Rating

C4

Q4

Inspection Date **11/24/2018**
Property Address **901 VALHALLA DR**
Ref# **33934133**
Unique ID **3851587_1**

City **COLUMBIA** Zip **29229**
State **SC**
Branch ID **5168**
Borrower Name **SUNSETTER PROPERTIES, LLC/GREG LANGJAHR**

Property/Neighborhood Data

Conforms to Neighborhood	Yes	Able to View Property	Yes
Repairs Required	No	Construction in Progress	No
Overhead Power Lines	No	Vandalism	No
Vacant Property	Yes	Commercial Uses	Yes
Freeway or Highway	No	Railroad Tracks	No
Waste Management	No	Airport or Flight Path	No

● Comments:
The subject property is vacant.
Commercial .25 miles

● Positive Location Factors:

● General Comments: **There have been no home improvements in the past 5 years.**

Utilities

Electricity	Public	Water	Public
Gas	Public	Sanitary Sewer	Public

Off-site Improvements - Type

Street	Public, Asphalt	Alley	No
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Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? **No**

● Comments:

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General Description

Units	1	Attic Finished	No
# of Stories	1	Attic Access	Drop Stair
Type	Detached	Attic Heated	No
	Existing		

Foundation

Foundation	Slab	Evidence of	None
Basement Area	0	Heating	Forced Air
Basement Finish	0%	Heating Fuel	Electric
Basement Outside Entry	No	Cooling	Central Air

Exterior Description

Materials (Condition)

Foundation Walls	Poured Concrete
Exterior Walls	Brick Veneer (Average)
Roof Surface	3-tab shingle (Average)
Gutters and Downspouts	None
Window Type	Wood (Average)
Storm Sash/Insulated	Double Pane (Average)
Screens	No

Amenities

Fireplaces #	1	Ext. Amenities	Open Porch
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Interior

Materials (Condition)

Floors	Carpet (acrylic/nylon)/Parquet/Vinyl (Average)
Walls	Drywall (Average)
Trim/Finish	Wood (Average)
Bath Floor	Carpet (acrylic/nylon)/Vinyl (Average)
Bath Wainscot	None
Appliances	Refrigerator, Dishwasher, Washer/Dryer

Garage/# of Cars	2	Garage/Carport	Attached
Carport/# of Cars	0		

Finished Area Above Grade Contains

Rooms	7	Bedrooms	3
Bath(s)	2.1	Master Bath	Yes
Finished Sq. Ft. of Gross Living Space	2437 sqft		



Inspection Photos



Street



Front



Address Verification



Street



Left



Right

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Inspection Photos



📷 Rear



📷 Porch



📷 Bathroom - Master



📷 Bathroom 1



📷 Bathroom - Half 1



📷 Bedroom - Master

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Inspection Photos



📷 Bedroom 1



📷 Bedroom 2



📷 Living Room



📷 Dining Room



📷 Kitchen



📷 Kitchen/Breakfast Nook

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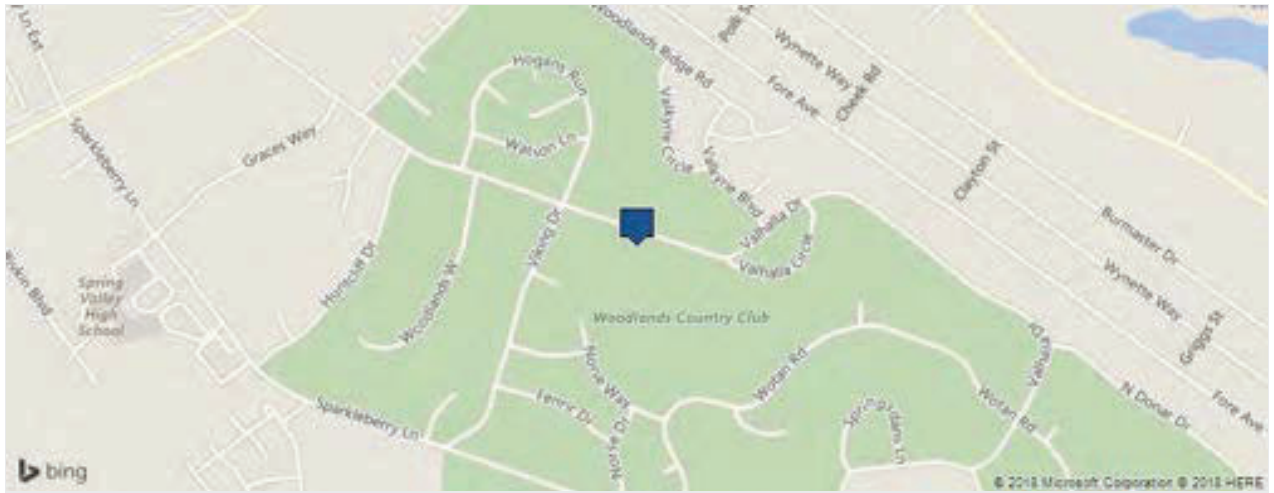
Inspection Photos



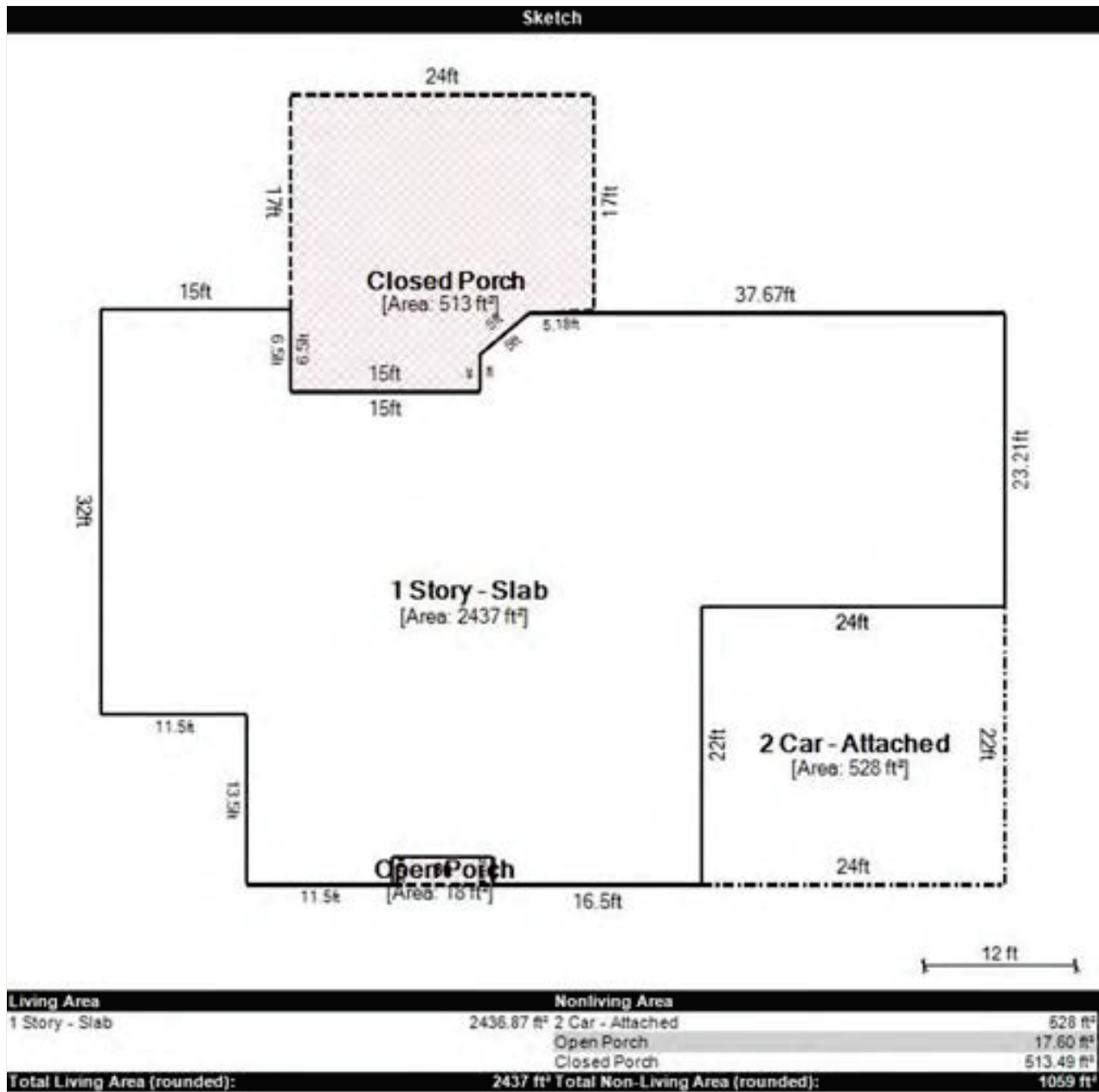
 Den



Location Map



Property Sketch



This is a Property Condition Report which included both an exterior and interior inspection of the property that requires an inspection agent to act as an impartial third party with objectivity and without personal interest. This report does not make any claims as to any interior conditions of the property or any site conditions not observable as part of the scope of the inspection.

Inspector Name: Ed Mowry



EXHIBIT C



CONTRACT OF SALE
RESIDENTIAL

Revised December 2016



THE BUYER SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. PARTIES: This Contract of Sale is entered into on March 26, 2019
between Buyer(s) Melvin D + Elizabeth W Ray (hereinafter called "Buyer"),
and Seller(s) Sunsetter Properties LLC (hereinafter called "Seller").

BUYER (Initials MR, EW) Date 3/26/19 acknowledges receipt of the Disclosure of Brokerage Relationships form, and Client Customer service in this transaction.

SELLER (Initials SC) Date 3/26/19 acknowledges receipt of the Disclosure of Brokerage Relationships form, and Client Customer service in this transaction.

2. PROPERTY: Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot _____ Block _____ Phase _____ Subdivision Woodlands
Address 901 Valtalla Dr Unit # _____ City Columbia Zip 29229
TMS# 228160205 County of Richland State of South Carolina.

3. PRICE: The purchase price is \$ 207,000 ~~\$213,000~~ ~~\$213,000~~

4. EARNEST MONEY:

A. \$ 1,000 Earnest money is paid by: Check Cash Other

B. \$ _____ Additional earnest money (hereinafter referred to as earnest money) to be delivered on or before _____

C. Earnest money to be held in trust by Caldwell Banker Res. Brokerage (Escrow Agent).

D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-136 (E). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs. The court may also award the prevailing parties treble damages (defined as three times the amount of Earnest Money).

BUYER (Initials MR, EW) Date 3/26/19 SELLER (Initials SC) Date 3/26/19

5. TRANSACTION COSTS: Buyer's Transaction Costs include but are not limited to all closing costs, pre-paid items, insurance (mortgage, lender/owner title, flood, hazard), discount points, all costs to obtain information from or pertaining to any owners association, interest, title fees, FHA/VA allowable costs, fees and expenses of Buyer's attorney, deed recording costs, and the cost of any inspector, appraiser, or surveyor. Seller's Transaction Costs include but are not limited to deed preparation, deed stamps/tax, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens, property taxes pro-rated to the day of closing, real estate brokerage fees, and expenses of Seller's attorney.

Buyer's and Seller's Transaction Costs will be paid at closing as follows: (Select initial and date only one of the options below)

A. BUYER (Initials MR. EARL) Date 3/26/19 SELLER (Initials JE) Date 3/26/19
Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs as well as pay for Buyer's non-allowable costs if the financing type selected in Paragraph 6(A) is either VA or FHA.

OR

B. BUYER (Initials _____) Date _____ SELLER (Initials _____) Date _____
Seller will pay Buyer's Transaction Costs not to exceed \$ _____ which includes non-allowable costs first (for VA or FHA financing) and then allowable costs. Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.

6. FINANCING: Buyer's obligation under this Contract is is not contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies herein automatically expire five (5) Business Days prior to and not including the closing date set forth in Paragraph 7, and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close because of the inability to obtain financing, the Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 4(D).

BUYER (Initials _____) Date _____ SELLER (Initials JE) Date 3/26/19

A. FINANCING TYPE. Financing type will be: Conventional FHA VA USDA SC Housing FHA
SC Housing Conventional Seller Cash (no financing required) Other

Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if financing type changes. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing with the change or voiding this Contract. If Seller elects to void the Contract, earnest money will be released to the Buyer. See Paragraph 4(D).

Note: If Buyer utilizes FHA or VA financing, a lender required FHA/VA Addendum will be signed by Buyer and Seller. All parties agree to execute this document as required. Utilizing FHA or VA financing will require Seller to pay upon closing for certain loan-related closing costs termed "non-allowable costs", which for VA financing may also include the termite inspection (CL-100).

B. APPLICATION FOR FINANCING. If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.

1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided and earnest money will be released to Buyer. See Paragraph 4(D).

2. If loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) business days prior to closing. See Paragraph 4(D).

3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 4(D).

4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.

BUYER (Initials MR. EARL) Date 3/26/19 SELLER (Initials JE) Date 3/26/19

C. SELLER FINANCING. If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 18 of this Contract or in a separate Addendum to this Contract.

D. CASH TRANSACTION. In a cash transaction, Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 4(D).

E. APPRAISAL CONTINGENCY. This Contract is is not contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal, or other appraisal as agreed by Buyer and Seller for non-Lender financed transactions, for the selling price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the selling price, the Buyer will have three business days after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the three business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D).

F. SELLER'S MORTGAGE PAYOFF. SELLER (Initials JE) Date 3/26/19 Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information.

7. CONVEYANCE DATE OF CLOSING/POSSESSION: Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of Melvin D & Elizabeth W. Kay or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed. This transaction will be closed on or before May 3, 2019 unless extended pursuant to Paragraph 7(B) or by mutual agreement.

A. BUYER (Initials EM) Date 3/26/19 SELLER (Initials JE) Date 3/26/19 Seller will be obligated to vacate and give possession of the Property (free of debris and in a clean condition) to Buyer: at closing 24 hours after closing 48 hours after closing or in accordance with attached agreement

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 6(D), but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the original closing date.

8. RIGHT OF BUYER TO INSPECT/RE-INSPECT PROPERTY: Buyer, or inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals and final walk through. Seller agrees to allow Buyer, or inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 11, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

9. PROPERTY SOLD SUBJECT TO DUE DILIGENCE PERIOD: (If Property being sold "As-Is" proceed to Paragraph 10 PROPERTY SOLD "AS-IS")

A. DUE DILIGENCE PERIOD INSPECTIONS: Buyer will have a ten (10) Business Day Due Diligence Period beginning at time of final Contract acceptance, as defined in Paragraph 29(B), to conduct, at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. This will include, but is not limited to, conducting a risk assessment/test for lead-based paint and lead-based paint hazards, testing for environmental hazards, inspecting the heating and air (HVAC) system, and inspecting for active infestations of and/or damage from termites, other wood destroying organisms, fungi and for any drainage problems (CL-100 inspection). Any re-inspections that may be required will also be at Buyer's expense.

BUYER (Initials EM) Date 3/26/19 SELLER (Initials JE) Date 3/26/19

B. DUE DILIGENCE PERIOD EXTENSION: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed under the terms of Paragraph 9(C) based on available inspection reports or void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).

C. INSPECTION OPTIONS: Buyer will have the following options during the Due Diligence Period:

1. Buyer can accept Property as inspected.
2. If Buyer, in his sole discretion or as a result of any inspection, examination or test conducted, determines property to be unsatisfactory, Buyer may terminate this Contract by providing entire copies of all inspection reports, if any, and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period and the earnest money will be released to Buyer. See Paragraph 4(D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.
3. If Buyer requests Seller make repairs and/or replacements to the Property, Buyer must submit complete copies of any inspection reports and an Inspection Repair Addendum, signed by the Buyer, identifying specific defects Buyer wants corrected, to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract. If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum. If Buyer and Seller have not reached agreement on the Addendum by the end of this negotiation period:
 - a. Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract, or;
 - b. Buyer will have two business days after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
 - c. If the negotiating period is not extended and Buyer does not accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either party can terminate this Contract by providing written notice of termination to the other and earnest money will be released to Buyer. See Paragraph 4(D). Seller's failure to respond to the Inspection Repair Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

D. FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 4(D).

10. PROPERTY SOLD "AS-IS": (If Selected, Terms of Paragraph 9 do not apply) (Initial and date only one of the options below if applicable)

BUYER (Initials _____ | _____) Date _____ SELLER (Initials _____ | _____) Date _____

PROPERTY SOLD "AS-IS" WITH DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is" with all defects including, but not limited to, lead-based paint, lead-based paint hazards, environmental hazards, active infestations of and/or damage from termites, other wood destroying organisms or fungi and for any drainage problems (CL-100). Buyer will have a ten (10) Business Day Due Diligence Period to conduct at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. Seller will have no obligation to make any repairs or replacements to the Property identified as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 4(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-is" condition with no Seller repairs or replacements.

BUYER (Initials JKR/EML) Date 3/26/19 SELLER (Initials JW) Date 3/26/19

D. The Property is is not subject to a mandatory association fee (i.e. homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ _____ per _____ and is payable to _____

E. The Property is is not subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$ _____

16. ADDITIONAL CONTINGENCIES: (Buyer's failure to disclose the existence of Contingency A or B will constitute a default of this Contract and earnest money will be released to Seller. See paragraph 4(D). Initial and date Paragraph C if other contingencies apply.)

A. SALE AND CLOSING CONTINGENCY ADDENDUM is is not attached to and part of this Contract of Sale.
B. CLOSING CONTINGENCY ADDENDUM is is not attached to and part of this Contract of Sale.
C. OTHER CONTINGENCIES: BUYER (Initials _____ | _____) Date _____ SELLER (Initials _____ | _____) Date _____
This Contract is contingent on:

17. FIXTURES AND PERSONAL PROPERTY: This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, playsets, lawn irrigation system and all related equipment, pool and spa equipment, TV wall mounts and brackets, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system and equipment, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached or hanging bathroom vanity mirrors, light bulbs, switch plates, heating and air system registers, and built-ins, such as equipment, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Items of personal property other than those above may be sold separately by Bill of Sale.

18. OTHER TERMS: If conflicting with pre-printed portions of this Contract, the following terms will control:

*Seller to remove old washer/dryer
fireplace screen to remain
verification of HOA fees*

19. ADJUSTMENTS: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Unless otherwise agreed to in writing by the Parties in this Contract, tax prorations pursuant to this Contract are to be based on the most current tax bill and prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing. All prorations are final.

20. FIRE OR CASUALTY: In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 4(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.
BUYER (Initials *MR/EW*) Date *8/26/19* SELLER (Initials *JE*) Date *8/26/19*

BUYER (Initials |) Date OR SELLER (Initials |) Date
PROPERTY SOLD "AS-IS" -NO DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results.

11. CONDITION OF PROPERTY: Except for Property being sold "As-is" per terms of Paragraph 10, after any inspections by Buyer and after repairs or replacements, if any, made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property.

12. PROPERTY CONDITION DISCLOSURE STATEMENT: (Select, initial and date only one of the options below)
A. BUYER (Initials |) Date SELLER (Initials |) Date
Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.

B. BUYER (Initials |) Date OR SELLER (Initials |) Date
Buyer and Seller agree that Seller will not complete nor provide a Residential Property Condition Disclosure Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).

13. LEAD-BASED PAINT: Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.

14. HOME WARRANTY COVERAGE: Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer will will not be provided at closing. If applicable, the warranty premium will be paid by Buyer Seller in the amount of \$ 615.00 provided by AHS (home warranty company) and written by the Buyer's Agent Seller's Agent . If the price of the warranty exceeds the dollar amount entered in this paragraph, Buyer shall be responsible for the difference at closing.

15. PROPERTY DOCUMENTATION: (Buyer to complete information in Paragraphs A-E, and Seller to confirm)
Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.

BUYER (Initials |) Date SELLER (Initials |) Date Buyer acknowledges and Seller represents the following:

A. This sale is is not subject to approval by a Third Party (i.e. bank in the case of a short sale, corporation, or relocation company.)

B. The Property is: Connected to: public/community sewer system septic tank Lett system Other
Connected to: public/community water system well system Other

C. To the best of Seller's knowledge, the Property is is not partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.

BUYER (Initials |) Date SELLER (Initials |) Date

21. **DEFAULT:** If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

22. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.

23. **ENTIRE BINDING CONTRACT:** The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

24. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

25. **EXPIRATION OF OFFER:** This offer from Buyer will be withdrawn at 10:00 o'clock AM PM. (Eastern Time) on March 27, 2019 unless accepted or countered by Seller in written form prior to such time. March 26, 2019

26. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

27. **NOTICE AND DELIVERY:** Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed or e-mailed signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

28. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

29. **DEFINITIONS:**

A. A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any week day (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day will begin at 8AM of the Business Day following final Contract acceptance. All deadlines/timelines set forth in the Contract will begin at 8AM of the first Business Day following the date of final Contract acceptance unless otherwise agreed to by Buyer and Seller.

B. Successful negotiation of this offer will have been completed when one of the Parties to the negotiation places the final, required signatures and/or initials on this offer. Contract acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. The term Broker is also deemed to include affiliated Agent(s) of the Buyer's and Seller's Brokers.

BUYER (Initials AML) Date 3/26/19 SELLER (Initials R)

30. SETTLEMENT STATEMENT RELEASE: Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of a Settlement Statement for the transaction.

31. MEGAN'S LAW: Buyer and Seller agree that the Buyer's and Seller's Brokers and all affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry and that no course of action may be brought against the Buyer's and Seller's Agents and all affiliated Agents for failure to obtain or disclose such information. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information which may be obtained from appropriate law enforcement officials.

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

<u>Melvin D. Ray</u> Buyer's Signature	(L.S.)	<u>Melvin D. Ray</u> Buyer's Printed or Typed Name	<u>3/26/19</u> Date
<u>Elizabeth W Ray</u> Buyer's Signature	(L.S.)	<u>Elizabeth W Ray</u> Buyer's Printed or Typed Name	<u>3/26/19</u> Date
<u>[Signature]</u> Seller's Signature	(L.S.)	<u>Sunsetter Properties, LLC</u> Seller's Printed or Typed Name	<u>3/26/19</u> Date
<u>[Signature]</u> Seller's Signature	(L.S.)	<u>[Signature]</u> Seller's Printed or Typed Name	<u>[Signature]</u> Date

<u>Doreen Warner / Coldwell Banker</u> Buyer's Agent/ Company	<u>30190</u> Buyer's Agent License# / LLR Office Code
<u>dwarner@cbcarolina.com</u> Buyer's Agent's Email Address	<u>803-920-4324</u> Buyer's Agent's Telephone Number
<u>Wendy Langjahr / Paul Properties, LLC</u> Seller's Agent/ Company	<u>103249 / 20141</u> Seller's Agent License# / LLR Office Code
<u>wendy.langjahr@gmail.com</u> Seller's Agent's Email Address	<u>(843) 991-2657</u> Seller's Agent's Telephone Number

This section is not to be completed until the conditions of paragraph 29B are fulfilled

CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK _____ M (ET) ON _____ DATE

ACCEPTANCE ENTERED BY _____ (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract in its entirety should be promptly forwarded to the other Party.

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EXHIBIT D



**STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT**



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or identifier) 901 Vahlhalla Dr., Columbia SC 29228

Owner: [Signature] Purchaser [Signature] acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 11/2018

Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.
As owner, do you have any actual knowledge of any problem(s)* concerning?
 *Problem includes present defects, malfunctions, damages, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

	Yes	No	No Representation
1. Water supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply County City Private Corporate Community Well Other _____

B. Describe water disposal Septic Sewer Private Corporate Government Other _____

C. Describe water pipes PEX Copper PVC/CPVC Polybutylene Steel Other/Unknown _____

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

	Yes	No	No Representation
5. Roof system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Gutter system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Approximate year that current roof covering was installed or modified: 2019 Approximate year structure was built: 1979

B. During your ownership, describe any known roof system leaks and repairs: Roof Replaced 2019

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS

	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Heating system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: (He) () Purchaser: (MR) (EML) acknowledge receipt of a copy of this disclosure.

- A. Describe Cooling System Central Ductless Heat Pump Window Other _____
- B. Describe Heating System Central Ductless Heat Pump Furnace Other _____
- C. Describe HVAC Power Oil Gas Electric Solar Other _____
- D. Describe HVAC system approximate age and any other HVAC system(s): New HVAC System 2019

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

- A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus: None
- B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any): None
- C. Describe any known present pest infestations: None

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-24) on this disclosure. As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements or demolition of the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Problems caused by fire, smoke, or water to the property during your ownership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. Erosion or erosion control affecting the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, or flood hazard designations affecting the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Flood insurance covering the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe any green energy, recycling, sustainability or disability features for the property: None

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: None

Owner: (Signature) Purchaser: (Signature) acknowledge receipt of a copy of

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

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: N/A

B. State the name and contact information for any property management company involved (if any): N/A

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: N/A

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: None

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: None

IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A HOMEOWNERS ASSOCIATION WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY LIMIT THE USE OF THIS PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS

Yes* No No Representation

*If **YES**, owner must complete the attached Residential Property Disclosure Statement Addendum.

X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Owner is in the business of buying and selling real estate for a profit. The owner has not lived in this home.

Owner: [Signature] Purchaser: [Signature] acknowledge receipt of a copy of f

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the closing:

- Owner occupied Short sale Bankruptcy Vacant (How long vacant?) 6 months
- Leased Foreclosure Estate Other: _____

A Residential Property Condition Disclosure Statement Addendum is is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: [Signature] Date: 2/25/19 Time: _____
Owner Printed Name: _____

Owner Signature: _____ Date: _____ Time: _____
Owner Printed Name: _____

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

Purchaser Signature: [Signature] Date: 3/26/19 Time: _____

Purchaser Printed Name: Melvin D. Ray

Purchaser Signature: [Signature] Date: 3/26/19 Time: _____

Purchaser Printed Name: Elizabeth Watson Ray

EXHIBIT E



Mail@SCInspectionONE.com
803.730.7954

INVOICE

102 of 315

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: _____

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AMOUNT DUE: \$ 310.00

Convenient Ways to Pay

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

KC

"Your Number ONE Choice for Home Inspections"

Defective Summary

The following items or discoveries indicate that these systems or components do not function as intended or adversely affects habitability of the dwelling; or warrants further investigation by a specialist, or requires subsequent observation. This summary 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.

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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 sea
- 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 & AC
Drain into*



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 disconnect time of inspection.
- M Marginal Item is functional and is in normal condition for age. Item may need monitoring or general maintenance 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 Unknown 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, gradient 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, 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. Walks: Concrete
- 2. Driveway: Concrete
- 3. Steps/Stoops: Brick
- 4. Patio:
- 5. Deck/Balcony Treated wood
- 6. Porch: Concrete
- 7. Vegetation: Trees & Shrubs
- 8. Retaining Walls:
- 9. Grading: Minor slope
- 10. 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. Type: Brick veneer
- 2. 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.
- 3. 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.

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. Windows: Wood casement
- 5. Storm Windows:
- 6. Window Screens: None
- 7. Hose Faucet: Gate valve
- 8. Door Bell: Hard wired
- 9. Gas Meter:
- 10. Main Gas Valve:
- 11. Other: - Wall penetrations/openings at HVAC lines and plumbing clean-outs are not sealed

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 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 Roof Surface

- 1. Method of Inspection: On roof
- 2. Unable to Inspect: 0%
- 3. Material: Fiberglass shingle
- 4. Type: Gable
- 5. Approx Age: Unknown
- 6. Flashing: Not Visible ✓
- 7. Plumbing Vents: ABS
- 8. Electrical Mast: Underground utilities
- 9. Gutters: ✓
- 10. Skylights: ✓

Main Chimney

- 11. Chimney: Brick
- 12. Chimney Flashing: Aluminum

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 entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed or any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting 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 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 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 entry could damage the property, or when dangerous or adverse situations are suspected; Report signs of abnormal or harmful vapor 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.

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Main Attic

1. Method of Inspection: In the attic
2. Unable to Inspect: 20% Some areas not visible due insulation
3. Roof Framing: 2x6 Rafter
4. Sheathing: Plywood
5. Ventilation: Gable, ridge & soffit vents
6. 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. Insulation Depth: R-19 or equal
8. Attic Fan: - Motors are burned out, both units.
9. House Fan:
10. Wiring/Lighting: 110 VAC
11. Moisture Penetration: - Moisture stains visible, tested dry, possibly old, confirm all leaks have been repaired.
12. Access: Pull down ladder

Fireplace/Wood Stove

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Den Fireplace

1. Freestanding Stove:
2. 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. Fireplace Insert:
5. Flue: Metal
6. Damper: Metal
7. Hearth: Raised

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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 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 all 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 represent number of installed cabinets; and A representative number of doors and windows. The home inspector shall: Operate bathroom a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the bui 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 Carpets; 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 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.

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Half Bathroom

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

ANPNI M D

Hall Bathroom

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

Master Bathroom

- 28. Ceiling: Paint
- 29. Walls: Paint
- 30. Floor: Pergo type
- 31. Doors: Hollow wood type
- 32. 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.

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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.

Living Space

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 a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of 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.

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Main Living Space

1. Closet: Walk-in & single
2. Ceiling: Paint
3. Walls: Paint
4. Floor: Vinyl & carpet
5. Doors: Hollow wood type
6. Windows: - Windows stuck/ painted/ secured shut, could not get any to operate/open.
7. 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.
8. Windows: - One of the two small windows above sunroom backdoor is broken and neither are sealed.
9. Electrical: - Wall outlet not working, R wall in R front bedroom
10. Stairs/Handrails:

Laundry Room/Area

ANPNI M D

Kitchen Laundry Room/Area

1. Ceiling: Paint
2. Walls: Paint
3. Floors: Pergo type
4. Doors: Hollow wood type
5. Windows:
6. Electrical: 110 Volt, 110 Volt
7. Laundry Sink:
8. Washer Hose Bib: Gate valve
9. Washer and Dryer Electrical: 110-240 VAC
10. Dryer Vent: Foil flex
11. Dryer Gas Line:
12. Washer Drain: Wall mounted drain

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 normal operating controls. The home inspector shall open readily openable access panels provided by the manufacturer or install 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 in 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
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 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 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



EQUAL HOUSING LENDER | © 2017 Guaranteed Rate Affinity, LLC | 1800 W. Larchmont Ave., Chicago, IL 60613

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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



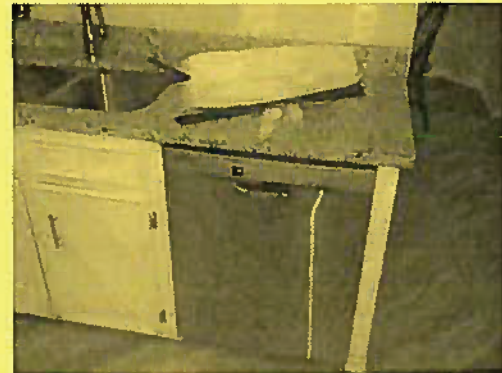
Wall penetrations are not sealed, several of these



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



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



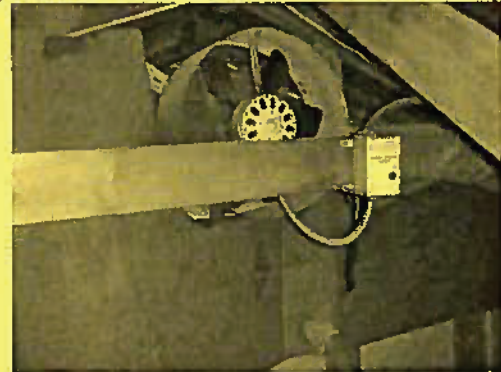
Insulated glass seal has failed (glass fogged)



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

Multiple horizontal lines for text entry.

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
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date

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EXHIBIT F



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): Melissa + Elizabeth Rader
 Property Address: 901 VALHALLA 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 & repair all items in
 the defective summary attached -*

Form A-201
03/09
1 of 2

Buyer (MR + EDR) 4/9/19
 Initials Date

Seller (JR) 4/15/19
 Initials Date

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 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 rth---

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

DIETRONICALLY FILED - 2023 Aug 09 3:43 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713



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 combustables required.



Master shower valve stems are leaking



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



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 attic

EXHIBIT G

Nancy J Warner
Witness #1

Greg Langjahr I.S.
Sunsetter Properties, LLC
By: Greg Langjahr
Its: Authorized Member

[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

SS: **PROBATE**

PERSONALLY appeared before me the undersigned witness, who is not a party to or beneficiary of this transaction, signed the record as a subscribing witness, and either (1) witnessed the principal sign this record, or (2) witnessed the principal acknowledge the principal's name on this record, and that the deponent, with the other witness herein, witnessed the execution thereof.

Nancy J. Warner
Witness #1

Sworn to and subscribed before me
this 23rd day of May 2019.

[Signature]
Notary Public for South Carolina,
My Commission Expires: 3/24/25

L.A. Brown, Jr.
Notary Public
South Carolina
My Commission Expires 3-24-2025

EXHIBIT "A"

All that certain picce, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated at Parcel "C" (#901 Valhalla Drive) on a plat prepared for Melvin H. McIlwain & Mattie B. McIlwain by James F. Polson, RLS No. 4774, dated Dcccember 2, 1986 and recorded December 5, 1986 in Plat Book 51 at page 3458 in the Office of the Register of Deeds for Richland County; and having such shapes, courses, distances, metes and bounds as shown upon said plat, all measurements being a little more or less, to which reference is hereby craved as often as necessary for a more complete and accurate description.

This being the same property conveyed to Sunsetter Properties, LLC by deed of Sandra B. Allen, dated November 16, 2018 and recorded November 29, 2018 in Record Book 2353 at page 707 in the Office of the Register of Deeds for Richland County.

TMS #: 22816-02-05

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

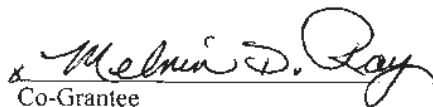
Page 1 of 1
AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 901 Valhalla Drive, Columbia, bearing Richland County Tax Map Number 22816-02-05, was transferred by Sunsetter Properties, LLC to Melvin D. Ray & Elizabeth W. Ray as JTROS on May 23, 2019.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit): _____
(If exempt), please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$213,000.00
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed-recording fee is computed as follows:
 - (a) Place the amount listed in Item 4 above here: \$213,000.00
 - (b) Place the amount listed in Item 5 above here: 0
(If no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$213,000.00
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$788.10
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Co-Grantee.

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and subscribed before me
this 23rd day of May 2019.


Co-Grantee


Notary Public for South Carolina
My Commission Expires: 3/29/25

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Plaintiff,)
)
Elizabeth and Melvin Ray)
)
Plaintiffs,)
)
vs.)
)
)
Defendant Sunsetter Properties, LLC)
Defendant Nancy Warner agent for)
Coldwell Banker Residential Brokerage)
Defendant Home Inspection One, LLC)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
Case Number:

SUMMONS
(Jury Trial Demanded)

TO: THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served on you, and to serve a copy of your Answer to the said Complaint upon the subscriber at The Singletary Group, 327 Great North Road, Columbia, SC 29223 within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in such Complaint.

s/Reagan Singletary, Esquire

The Singletary Group, LLC.

Reagan Singletary, Esq.

327 Great North Road

Columbia, SC 29223

Office phone (803) 552-6957

Facsimile (803) 753-9623

Email: reagan@thesingletarygroup.com

ATTORNEY FOR THE PLAINTIFFS

Columbia, South Carolina

May 23, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
)	
Plaintiff,	)	Case Number:
)	
Elizabeth and Melvin Ray)	
)	
Plaintiffs,)	
)	
vs.	)	COMPLAINT
	)	(Jury Trial Demanded)
)	
)	
Defendant Sunsetter Properties, LLC)	
Defendant Nancy Warner agent for)	
Coldwell Banker Residential Brokerage)	
Defendant Home Inspection One, LLC)	
Defendants.)	
_____)	

COMES NOW, the Plaintiffs Elizabeth Ray and Melvin Ray, complaining of the acts/and or omissions of the named Defendants would allege and show through undersigned counsel unto the Honorable Court the following:

JURISDICTION AND VENUE

1. That Plaintiffs Elizabeth Ray and Melvin Ray, is now, and at all times mentioned in this complaint a resident of Richland County, South Carolina.
2. Upon Information and belief, Defendant Sunsetter Properties, LLC is, a limited liability company, organized and existing pursuant the laws of South Carolina with its' principal place of business in Richland County, South Carolina. Sunsetter Properties, LLC is owned by Greg Langjahar and is located at 10120 Two Notch Road, Columbia, South Carolina 29223.
3. Upon Information and belief, Defendant Nancy Warner is a South Carolina Licensed Realtor affiliated with Caldwell Banker Residential Brokerage. Defendant Warner represented the Plaintiffs in their purchase of the 901 Valhalla Drive Property, located in Richland County South Carolina.
4. Upon information and belief, Defendant Coldwell Banker Residential Brokerage is a corporation, organized and existing pursuant the laws of South Carolina with its' principal place of business in Richland County, South Carolina. Defendant Warner was a representative/agent of

Caldwell Banker Residential Brokerage when she represented the Plaintiffs in their purchase of the 901 Valhalla Drive property.

5. Upon information and belief Defendant Home Inspection One is a limited liability partnership owned by Samuel Craig Kip. Defendant Home Inspection One is organized and existing pursuant the laws of South Carolina with its' principal place of business in Richland County, South Carolina.

6. This Court has subject matter and personal jurisdiction over the parties of this action. Venue is proper in Richland County, South Carolina.

FACTUAL BACKGROUND

7. Upon information and belief, in March of 2019 the Plaintiffs contracted with Sunsetter Properties, LLC to purchase 901 Vahalla Drive, a residential home located in the Woodlands Subdivision in the northeast area of Columbia, South Carolina.

8. Prior to purchasing the property Defendant Sunsetter Properties, LLC represented to the Plaintiffs in its State of South Carolina Residential Disclosure Statement that he had no knowledge of any defects with the property.

9. However, the Plaintiff's learned after closing on the property in May of 2019 that the Defendant failed to disclose material defects to the property including water leaks, mold and mildew issues, plumbing deficiencies, and that reconstruction was done to the home without the County inspecting it to determine if these improvements were up to code.

10. Upon information and belief, Defendant Sunsetter Properties, LLC knew or should have know that these deficiencies prior to selling the property to the Plaintiffs. Yet, it failed to disclose this information to the Plaintiff prior to closing.

11. Plaintiffs would not have entered into an agreement to purchase the 901 Vahalla Drive property if they had known the of all of the deficiencies that the seller failed to disclose.

12. Plaintiff hired an inspector, Samuel Craig Kip of Home Inspection One, at the behest of Defendant Warner, the Plaintiffs' realtor. Defendant Warner told the Plaintiff's that she used Mr. Kip for inspections over the years and that he was "very good." Plaintiffs would not have chosen Mr. Kip but for Defendant Warner's insistence. The Plaintiffs trusted Defendant Warner as she was acting as their agent and fiduciary throughout the home purchase process.

13. In reliance on the assurances of Defendant Warner, the Plaintiffs used Defendant Kip to inspect the property. However, Defendant Kip failed to disclose to the Plaintiffs that the property was infested with mold and mildew, and that it had multiple water leaks and plumbing issues. The Plaintiffs would not have allowed Mr. Kip to inspect the Plaintiffs home but for Defendant Warner's recommendation. Further, Defendant Warner had an obligation as the Plaintiffs fiduciary to investigate and research whether any improvements made to the home were up to code, and Defendant Warner failed to do that.

FOR A FIRST CAUSE OF ACTION
(Negligent Misrepresentation-Defendant Sunsetter Properties, LLC)

14. Plaintiffs realleges and incorporates by this reference all those facts and allegations in paragraphs one (1) through thirteen (13) as set forth below.

15. Defendant Sunsetter Properties, LLC was negligent, grossly negligent, reckless, willful and wanton in making materiality false misrepresentations to the Plaintiffs.

16. As a direct and proximate result of the aforesaid negligent, grossly negligent, willful, wanton and reckless misrepresentation or omissions on behalf of Defendants, Plaintiff have suffered actual damages and are entitled to an additional award of punitive damages.

FOR A SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty-Defendant Warner)

17. Plaintiff realleges and incorporates by this reference all those facts and allegations in paragraphs one (1) through sixteen (16) as set forth below.

18. Defendant Warner being a South Carolina Licensed Realtor, and serving as Plaintiffs' subagent or buyer agent, while being employed with Coldwell Banker Residential Brokerage had a statutory duty to:

a. disclose to the buyer all relevant facts concerning the transaction which are actual known to the licensee or, if acting in a reasonable manner, should have been known to the licensee;

d. advise the buyer to obtain expert advice on material matters that are beyond the expertise of the licensee;

e. exercise reasonable skill and care in discharging the buyer's agent's agency duties;
and,

f. be fair and honest and provide accurate information in all dealings.

19. Plaintiff would not have entered into the agreement to purchase the house had she known the true facts.

20. Plaintiff is informed and believes that the direct and proximate cause of Defendant's breach of fiduciary duty Plaintiff has suffered damages included by not limited to the following:

a. a home with significant water damage;

b. a home infested with mildew and mold damage;

- c. a home with plumbing deficiencies;
- d. a home that has been reconstructed without any county inspection to determine if the reconstruction is up to code;
- e. Loss of property value and enjoyment of the property;
- f. Loss of all expenses associated with the repair work needed to correct problems with the house; and,
- g. Damages for defects in the house that cannot be corrected without reconstructing the house.

FOR A THIRD CAUSE OF ACTION
(Negligence-Defendant Home Inspection One, LLC)

- 21. Plaintiff realleges and incorporates by this reference all those facts and allegations in paragraphs one (1) through twenty (20) as set forth below.
- 22. Defendant Home Inspection One, LLC was hired, by Plaintiff to conduct the inspection on the house located at 901 Valhalla Drive.
- 23. Defendant Home Inspection One, LLC had a duty to inspect the home for deficiencies in a manner that was not negligent.
- 24. Defendant Home Inspection One, LLC breached its duty when it issued a written inspection report which did not disclose the numerous deficiencies to the property including but not limited to mold/mildew damage, water leaks, improvements made to the property without county inspection to determine if the improvements were up to code.
- 25. Plaintiff reasonably relied on Defendant Home Inspection One, LLC's inspection report when entering into the agreement to purchase the house located at 901 Valhalla Drive.
- 26. Plaintiff suffered damages to include but limited to:
 - a. Loss of property value;
 - b. Expenses associated with the repair work needed to correct problems with the house; and,
 - c. Defects in the house that cannot be corrected without reconstructing the home.

WHEREFORE, the Plaintiff prays for the following:

- a. For an Order of this Court requiring the Defendants to pay actual damages including but not limited to, loss of property value, loss of enjoyment of property, all expenses associated with the repair work needed to correct problems with the house, and compensation for defects in the house that cannot be corrected without reconstructing the house;
- b. For an Order of this Court requiring the Defendants to pay treble damages and attorney fees under the Unfair Trade Practices Act;
- c. For an Order of this Court requiring the Defendants to pay an amount of punitive damages as awarded by the jury in this case;
- d. For an Order of this Court requiring the Defendants to pay all costs of enforcement of this action, including, but not limited to, Plaintiff's reasonable attorney's fee; and,
- e. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Reagan Singletary, Esquire

Attorney for Plaintiffs
The Singletary Group
327 Great North Road
Columbia, South Carolina 29223
(803) 552-6957 (O)/(803) 753-9623 (F)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Case No. 2022-CP-40-02713

Elizabeth and Melvin Ray,

Plaintiffs,

vs,

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

Defendants.

**ANSWER OF DEFENDANT
SUNSETTER PROPERTIES, LLC**

Defendant Sunsetter Properties, LLC (“Sunsetter”) answers the allegations of the Complaint as follows:

FOR A FIRST DEFENSE

1. Sunsetter denies all allegations of the Complaint unless otherwise admitted, qualified, or explained.
2. Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 1 of the Complaint and, therefore, denies the same.
3. As to the allegations of paragraph 2 of the Complaint, Sunsetter admits it is a limited liability company, organized and existing pursuant to the laws of South Carolina with its principal place of business in Richland County, South Carolina, and Greg Langjhar is a member of Sunsetter, which is located at 10120 Two Notch Road, Suite 2, No. 328, Columbia, South Carolina 29223. Sunsetter denies the remaining allegations of paragraph 2.
4. Sunsetter admits the allegations of paragraphs 3 and 4 of the Complaint.
5. As to the allegations of paragraph 5 of the Complaint, Sunsetter admits Defendant Home Inspection One is a limited liability partnership organized and existing pursuant to the laws

of South Carolina with its principal place of business in Richland County, South Carolina. Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of the remaining allegations of paragraph 5 and, therefore, denies the same.

6. Paragraph 6 of the Complaint contains legal conclusions to which no response is required.

7. Sunsetter admits the allegations of paragraph 7 of the Complaint.

8. As to the allegations of paragraph 8 of the Complaint, Sunsetter craves reference to the State of South Carolina Residential Disclosure Statement. To the extent the allegations of paragraph 8 are inconsistent with the said document, Sunsetter denies the same.

9. As to the allegations of paragraph 9 of the Complaint, Sunsetter denies it had knowledge of alleged material defects to the property and therefore could not have disclosed these alleged material defects. Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of the remaining allegations of paragraph 9 and, therefore, denies the same.

10. Sunsetter denies the allegations of paragraph 10 of the Complaint.

11. Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 11 of the Complaint and, therefore, denies the same.

12. As to the allegations of paragraph 12 of the Complaint, Sunsetter admits Plaintiffs hired an inspector, Samuel Craig Kip of Home Inspection One. Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of the remaining allegations of paragraph 12 and, therefore, denies the same.

13. Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 13 of the Complaint and, therefore, denies the same.

14. As to the allegations of paragraph 14 of the Complaint, Sunsetter repeats and realleges each one of the preceding paragraphs as if set forth verbatim herein.

15. Sunsetter denies the allegations of paragraphs 15 and 16 of the Complaint.

16. As to the allegations of paragraph 17 of the Complaint, Sunsetter repeats and realleges each one of the preceding paragraphs as if set forth verbatim herein.

17. The allegations of paragraphs 18, 19, and 20 of the Complaint are not asserted against Sunsetter and, therefore, no response is required. To the extent a response is required, Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of those allegations and, therefore, denies the same.

18. As to the allegations of paragraph 21 of the Complaint, Sunsetter repeats and realleges each one of the preceding paragraphs as if set forth verbatim herein.

19. The allegations of paragraphs 22, 23, 24, 25, and 26 of the Complaint are not asserted against Sunsetter and, therefore, no response is required. To the extent a response is required, Sunsetter is without knowledge and information sufficient to form a belief as to the truth or falsity of those allegations and, therefore, denies the same.

FOR A SECOND DEFENSE
(Rule 12(b)(5), SCRCP)

20. Each allegation, denial, objection, and/or defense asserted in this Answer is realleged as if repeated verbatim herein.

21. Plaintiffs purported to serve Sunsetter with the Summons and Complaint by purportedly providing copies of the Summons and Complaint to the 17-year-old son of the registered agent for Sunsetter, who is not and never was authorized to accept service of legal papers on behalf of Sunsetter.

22. Service of process was never properly effected on the registered agent for Sunsetter.

23. Plaintiffs failed to properly and effectively serve process on Sunsetter.

24. Due to the insufficiency of service of process, the Complaint should be dismissed under Rule 12(b)(5), SCRCP.

FOR A THIRD DEFENSE
(Rule 12(b)(6), SCRCP)

25. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

26. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action and should be dismissed.

FOR A FOURTH DEFENSE
(Rule 9(b), SCRCP)

27. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

28. Plaintiffs' Complaint fails to plead fraud with particularity in violation of Rule 9(b), SCRCP, and should be dismissed.

FOR A FIFTH DEFENSE
(Statute of Limitations)

29. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

30. Some or all of Plaintiffs' claims are barred by the applicable statute of limitations.

FOR A SIXTH DEFENSE
(No Proximate Cause)

31. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

32. If Sunsetter was negligent, which is denied, any negligence of Sunsetter was not the direct and proximate cause of any damages suffered by Plaintiffs, which is denied, and therefore Sunsetter is not liable.

FOR A SEVENTH DEFENSE
(Third-Party Liability)

33. Each allegation, denial, objection, and/or defense asserted in this Answer is alleged as if repeated verbatim herein.

34. Any damages suffered by Plaintiffs, which are denied, were caused by the acts or omissions of parties other than Sunsetter, over whom Sunsetter had no responsibility, authority, or control.

FOR AN EIGHTH DEFENSE
(Failure to Mitigate)

35. Each allegation, denial, objection, and/or defense asserted in this Answer is alleged as if repeated verbatim herein.

36. Plaintiffs failed to mitigate their damages by taking prompt and reasonable action under the circumstances to avoid the occurrence of additional damages. Such failure to mitigate damages precludes recovery from Sunsetter as to that portion of damages that could have been otherwise avoided by reasonable and prompt action on the part of Plaintiffs.

FOR A NINTH DEFENSE
(Comparative Negligence)

37. Each allegation, denial, objection, and/or defense asserted in this Answer is alleged as if repeated verbatim herein.

38. Any damages suffered by Plaintiffs were due to and caused by the sole negligence, recklessness, and wantonness of Plaintiffs, and such constitutes a complete defense to Plaintiffs' claims, including, without limitation, the failure to use that degree of care and prudence that a

reasonable person would have exercised under the same or similar circumstances, but if it is determined that Plaintiffs' negligence was less than or equal to the negligence of Sunsetter, which is denied, such negligence should be compared so as to apportion the relative fault and proportionally reduce any recovery herein under the doctrine of comparative negligence.

FOR A TENTH DEFENSE
(Superseding & Intervening Negligence)

39. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

40. Any damages suffered by Plaintiffs, which are denied, were caused by superseding and/or intervening acts of negligence and fault that cannot be attributed to Sunsetter.

FOR AN ELEVENTH DEFENSE
(No Duty or Breach)

41. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

42. Plaintiffs' claims are barred by the absence of a legal duty and/or breach of duty.

FOR A TWELFTH DEFENSE
(Waiver and Estoppel/Unclean Hands)

43. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

44. Plaintiffs' claims may be barred, in whole or in part, by the doctrines of unclean hands, waiver, and/or estoppel.

FOR A THIRTEENTH DEFENSE
(Good Faith)

45. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

46. Sunsetter acted reasonably and in good faith at all times material herein, based on relevant facts and circumstances known by it at the time it so acted, such that Plaintiffs are not entitled to recover any damages against Sunsetter.

FOR A FOURTEENTH DEFENSE
(Statutory Caps of Punitive Damages)

47. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

48. Any award of punitive damages is subject to the limitations set forth in South Carolina Code §15-32-530.

FOR A FIFTEENTH DEFENSE
(Set-Off)

49. Each allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

50. Sunsetter will show that it is entitled to a set-off in the amount(s) of all proceeds obtained by Plaintiffs from any other party or source related to this litigation.

WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant Sunsetter Properties, LLC requests the Court issue an Order:

- A. Dismissing Plaintiffs' Complaint;
- B. Awarding Sunsetter any relief requested herein;
- C. Awarding Sunsetter its attorney fees and the costs of this action to the extent allowable; and
- D. Awarding any such further relief as the Court deems just and proper.

[signature page follows]

CALLISON TIGHE & ROBINSON, LLC

s/ Demetri K. Koutrakos

Demetri K. Koutrakos, SC Bar No. 11318

1812 Lincoln Street, Suite #200

P. O. Box 1390

Columbia, SC 29202-1390

Telephone: 803-404-6900

Facsimile: 803-404-6902

Email: jimkoutrakos@callisontighe.com

**ATTORNEYS FOR DEFENDANT
SUNSETTER PROPERTIES, LLC**

October 24, 2022

INTRODUCTION

This motion for summary judgment arises out of the Plaintiffs' Complaint alleging the single cause of action of negligence against Home Inspection One. Plaintiffs' lone claim of negligence against Home Inspection One is barred by the economic loss rule. Thus, pursuant to Rule 56, SCRCP, this Court grants Home Inspection One's motion for summary judgment and dismisses Plaintiffs' sole claim of negligence against it.

FACTUAL BACKGROUND

Plaintiffs and Home Inspection One entered an agreement ("inspection agreement" or "contract") for Home Inspection One to perform an inspection of the home located at 901 Valhalla Drive in Columbia, South Carolina ("subject home" or "home") for an inspection fee in the amount of \$310.00. (Home Inspection One Mem. In Supp. of Mot. Summ. J., Ex. A and Ex. B). This inspection occurred during the due diligence phase of the Plaintiffs purchase of the home from Defendant Sunsetter Properties, LLC. (Pl. Compl. ¶¶ 7, 12).

Home Inspection One performed its inspection on April 3, 2019 and invoiced Plaintiffs \$310.00 for the cost of the inspection. (Home Inspection One Mem. In Supp. of Mot. Summ. J., Ex. B). Home Inspection One issued its report on April 3, 2019. (Home Inspection One Mem. In Supp. of Mot. Summ. J., Ex. C).

Plaintiffs filed suit against Home Inspection One and other defendants on May 23, 2022, and asserted claims related to alleged construction deficiencies at the home. As to Home Inspection One, Plaintiffs only alleged a claim of negligence against it. (Pl. Compl. ¶¶ 21-26).

ARGUMENT

I. The Plaintiffs have not provided a genuine issue of material fact as to each element of the cause of action they have brought against Home Inspection One, and, as a result, Home Inspection One's Motion for Summary Judgment must be granted.

Under South Carolina law, a summary judgment motion must be granted when there is no genuine issue of material fact, and the court must grant judgment as a matter of law. Rule 56 (C), SCRCP. Further, it is the Court's function to determine whether a genuine issue exists in a motion for summary judgment, not to resolve any existing factual issues. *See Spencer v. Miller*, 259 S.C. 453, 456, 192 S.E.2d 853, 865 (S.C. 1972). To survive a summary judgment motion by the defendant, the plaintiff must offer some evidence that a genuine issue of material fact exists for each element of the claim at issue, except for those elements that are either uncontested or agreed to by stipulation. *See Kase v. Ebert*, 392 S.C. 57, 61, 707 S.E.2d 456, 458 (S.C. Ct. App. 2011). Here, the Plaintiffs have not provided a genuine issue of material fact for each and every element of their negligence claim against Home Inspection One because Plaintiffs do not have a viable claim against Home Inspection One, as the economic loss rule prevents any tort claim against it.

A. The Plaintiffs do not have a viable claim of negligence against Home Inspection One because all duties owed by Home Inspection One to Plaintiffs arise out of contract.

South Carolina courts have long recognized the economic loss rule stating there is no tort liability for purely economic losses suffered from a plaintiff's purchase of a defective product. *See Sapp v. Ford Motor Co.*, 386 S.C. 143, 147, 687 S.E.2d 47, 49 (2009) (citing *Kennedy v. Columbia and Mfg. Co., Inc.*, 384 S.E.2d 730, 737, 299 S.C. 335, 345-46 (1988) (overruled in part on other grounds by *Beachwalk Villas Condominium Ass'n. Inc. v. Martin*, 406 S.E.2d 372, 305 S.C. 144 (1990))). The South Carolina Supreme Court has examined the economic loss rule in this exact context when delineating the narrow real-estate purchase exception to the economic loss rule, and

the Court clarified that the real-estate purchase exception applies to home builders, but does not apply to home inspectors such as Home Inspection One in this case. *See Gladden v. Boykin*, 402 S.C. 140, 144, 739 S.E.2d 882, 884 (2013). In analyzing the real-estate purchase exception to the economic loss rule and its non-applicability to home inspectors, the Court held:

“It is one thing to impose greater demands on a builder of a new home, who is in a position to know of the home’s defects, and another to impose a similar standard on an inspector who makes only a brief survey of the home with the buyer’s full knowledge of the limited service the inspector is offering.”

See id., 402 S.C. at 144, 739 S.E.2d at 884.

As further evidence to show that public policy was not breached, the Court looked to the statutes enacted by the General Assembly and explained that the Residential Property Condition Disclosures Act protects buyers and requires that they are informed by the seller of defects of which the seller has knowledge. *See id.* (citing S.C. Code Ann. § 27-50-10). Thus, the economic loss rule applies to contracts between home inspectors and home purchasers. *See id.*, 402 S.C. at 146, 739 S.E.2d at 885.

Here, Plaintiffs have only asserted a cause of action of negligence against Home Inspection One. Therefore, the only cause of action against Home Inspection One arises under a theory of tort, and, as a result, that cause of action is barred by the economic loss rule. Thus, this Court grants judgment as a matter of law in favor of Home Inspection One and dismisses Plaintiffs’ claim against it.

CONCLUSION

For the reasons stated herein, the Plaintiffs do not have a viable claim of negligence against Home Inspection One, and the Court grants judgment as a matter of law in favor of Home Inspection One and dismisses Plaintiffs’ claim against it. As a result, it is hereby ORDERED that Home Inspection One’s Motion for Summary Judgment is GRANTED.

(Judge's Signature Page To Follow)



Richland Common Pleas

Case Caption: Elizabeth Ray , plaintiff, et al vs Sunsetter Properties Llc , defendant,
et al
Case Number: 2022CP4002713
Type: Order/Summary Judgment

So Ordered

Jocelyn Newman

Electronically signed on 2024-05-11 11:43:47 page 6 of 6

6. Paragraph 6 consists of a legal conclusion and requires no response from Home Inspection One. To the extent a response is deemed required, Home Inspection One denies the allegations of this paragraph.

7-11. Home Inspection One lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 7 through 11 and therefore denies the same.

12. Home Inspection One admits only that it was hired by Plaintiffs to inspect the home located at 901 Valhalla Drive. Home Inspection One lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 12 and therefore denies the same.

13. Home Inspection One denies the allegations of Paragraph 13 to the extent the allegations contained in said paragraph could in any way be construed so as to impose liability against Home Inspection One in this lawsuit for any reason, whatsoever. Further answering, Home Inspection One admits that it performed a home inspection on the home located at 901 Valhalla Drive and craves reference to its home inspection report and the suggestions therein. Home Inspection One denies each and every allegation of this paragraph to the extent those allegations are inconsistent with its report.

14. In response to the allegations contained in Paragraph 14, Home Inspection One repeats and realleges all prior responses above as if set forth fully herein verbatim.

15-16. Paragraphs 15 through 16 do not pertain to Home Inspection One, and, as a result, require no response by it. However, insofar as the allegations contained in Paragraphs 15 through 16 are directed to Home Inspection One, they are denied.

17. In response to the allegations contained in Paragraph 17, Home Inspection One repeats and realleges all prior responses above as if set forth fully herein verbatim.

18-20. Paragraphs 18 through 20, including all subparts, do not pertain to Home Inspection One, and, as a result, require no response by it. However, insofar as the allegations contained in Paragraphs 18 through 20, including all subparts, are directed to Home Inspection One, those allegations are denied.

21. In response to the allegations contained in Paragraph 21, Home Inspection One repeats and realleges all prior responses above as if set forth fully herein verbatim.

22. Admitted.

23. Home Inspection One admits only that it owed certain duties arising under South Carolina law and its contract with Plaintiff. Home Inspection One denies the allegations of this paragraph to the extent that they do not comply with South Carolina law or its contract with Plaintiff.

24. Denied.

25. Home Inspection One craves reference to its home inspection report and the suggestions therein and denies each and every allegation of this paragraph that is inconsistent therewith.

26. Paragraph 26, including all subparts, is denied.

FOR A SECOND DEFENSE
(General Denial)

27. Pursuant to Rule 8(b), SCRCP, Home Inspection One denies each and every allegation contained in the Complaint not expressly admitted hereinabove. By way of further answer, Home Inspection One denies the allegations contained in the paragraph beginning with “WHEREFORE.”

AS AN AFFIRMATIVE DEFENSE
(Rule 12(b)(6), SCRCP, Motion to Dismiss)

28. Pursuant to Rule 12(b)(6), SCRCP, Home Inspection One moves for dismissal of Plaintiffs’ complaint because Plaintiffs have failed to state a claim upon which relief can be granted.

AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence – S.C. Code Ann. § 15-38-10, et. seq.)

29. Plaintiffs’ recovery of any amount from Home Inspection One must be reduced or is barred in its entirety due to Plaintiffs’ own comparative negligence and/or fault. Moreover, Home Inspection One is entitled to an allocation of fault among potential wrongdoers.

AS AN AFFIRMATIVE DEFENSE
(Independent, Superseding and Intervening Negligence of Others)

30. To the extent Plaintiffs have been damaged, which Home Inspection One expressly denies, such damage is due solely to, or is the direct and proximate result of the independent, intervening, superseding, and unforeseeable negligence of others, over whom Home Inspection One had no control.

AS AN AFFIRMATIVE DEFENSE
(Equitable Doctrines)

31. Plaintiffs’ claims are or may be barred by the doctrines of estoppel, waiver, laches and/or unclean hands.

AS AN AFFIRMATIVE DEFENSE
(Contractual Defenses)

32. Home Inspection One pleads any and all contractual defenses available to it, including, but not limited to, limitations on duties, warranty disclaimers and/or arbitration provisions.

AS AN AFFIRMATIVE DEFENSE
(Set Off)

33. Home Inspection One is entitled to a legal and/or equitable setoff for all amounts Plaintiffs receive from others for the damages claimed in the Complaint.

AS AN AFFIRMATIVE DEFENSE
(Timeliness)

34. Plaintiffs’ claims are barred by the statute of limitations, statute of repose and/or equitable doctrine of laches. Specifically, Home Inspection One issued its home inspection report for the

subject property on April 3, 2019, and Plaintiffs filed their complaint against Home Inspection One on May 23, 2022.

AS AN AFFIRMATIVE DEFENSE
(Failure to Mitigate)

35. If Plaintiffs failed to properly maintain the property and/or to otherwise mitigate Plaintiffs' damages, any recovery by Plaintiffs must be reduced accordingly.

AS AN AFFIRMATIVE DEFENSE
(Compliance with Industry Custom, Practices, and Standards)

36. Home Inspection One's work and/or services met all applicable industry customs, practices, codes and standards.

AS AN AFFIRMATIVE DEFENSE
(Punitive Damages - Unconstitutional)

37. Punitive damages as currently awarded in the State of South Carolina are violative of the South Carolina and United States Constitutions.

AS AN AFFIRMATIVE DEFENSE
(Punitive Damages – Limitations & Procedures)

38. Home Inspection One pleads the limitations, caps, and procedures set forth in S.C. Code Ann. § 15-32-510, et. seq.

AS AN AFFIRMATIVE DEFENSE
(Spoliation)

39. To the extent Plaintiffs lost or destroyed relevant evidence, Home Inspection One pleads the doctrine of spoliation of evidence as an affirmative defense.

AS AN AFFIRMATIVE DEFENSE
(Failure to Comply with S.C. Code Ann. § 40-59-810, et. seq.)

40. Plaintiffs failed to comply with the South Carolina Notice and Opportunity to Cure Construction Dwelling Defects Act, S.C. Code Ann. § 40-59-810, et. seq.

AS AN AFFIRMATIVE DEFENSE
(Beneficial Use)

41. Plaintiffs' alleged damages must be reduced by the proportionate value of the beneficial use of the work performed by Home Inspection One.

AS AN AFFIRMATIVE DEFENSE
(Spearin Doctrine)

42. Plaintiffs' claims may be barred by the Spearin doctrine.

AS AN AFFIRMATIVE DEFENSE
(Acceptance)

43. Plaintiffs' claims may be barred by the doctrine of acceptance.

AS AN AFFIRMATIVE DEFENSE
(Waiver)

44. The Plaintiffs, with knowledge of the relevant facts, closed the sale transaction and thereby waived any right to challenge the inspection performed or the condition of the house. The Plaintiffs waived their right to make the claims asserted herein.

AS AN AFFIRMATIVE DEFENSE
(Assumption of the Risk)

45. Plaintiffs' claims are barred to the extent that Plaintiffs expressly or impliedly assumed some or all of the risks that were the proximate cause of Plaintiffs' alleged damages and voluntarily encountered the risk with an understanding of the nature and extent of the risks and was willing to accept such risk.

AS AN AFFIRMATIVE DEFENSE
(Economic Loss Doctrine)

46. The Plaintiffs procured the services of a home inspection through Home Inspection One based upon a written contract which contained provisions relevant to the inspection. Plaintiffs' claims against Defendants are barred by the Economic Loss Doctrine.

AS AN AFFIRMATIVE DEFENSE
(Contractual Limitation on Liability)

47. The damages available to these Plaintiffs from Home Inspection One are limited to a contractually agreed upon amount as set forth in the service agreements entered between the Plaintiffs and Defendants.

AS AN AFFIRMATIVE DEFENSE
(Compliance with Standard of Care)

48. Home Inspection One alleges that at all times, any acts or omissions attributed to it were in compliance with the applicable standard of care.

AS AN AFFIRMATIVE DEFENSE
(Reservation, Incorporation & Non-Waiver of Defenses)

49. Home Inspection One expressly reserves and does not waive its right to assert additional and further defenses which may be revealed throughout the course of this matter. Moreover, to the extent not inconsistent with this Answer, Home Inspection One incorporates herein by reference the affirmative defenses asserted by others with respect to Plaintiffs' Complaint.

WHEREFORE, having fully answered the allegations herein, Home Inspection One prays that this Honorable Court:

- a) Dismiss Plaintiffs' Complaint against it with prejudice;
- b) Award it costs and reasonable attorneys' fees in defending this action;
- c) Grant it a trial by jury; and
- d) Grant it such other and further relief the Court may deem just and proper.

(signature page to follow)

Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 18th day of November, 2022
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
Case No. 2022-CP-40-02713

Elizabeth and Melvin Ray,

Plaintiffs,

vs,

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

Defendants.

**ORDER GRANTING DEFENDANT
SUNSETTER PROPERTIES, LLC'S
MOTION TO DISMISS AND FOR
SUMMARY JUDGMENT**

On April 16, 2024, I heard this matter via Webex on a Motion to Dismiss and For Summary Judgment filed by Defendant Sunsetter Properties, LLC (“Sunsetter”).

Demetri K. Koutrakos, Esquire appeared for Sunsetter. Reagan Singletary, Esquire appeared for Plaintiffs Elizabeth and Melvin Ray. Connor E. Johnson, Esquire appeared for Defendant Home Inspection One, LLC.

Sunsetter’s motion was filed on August 9, 2023, and it contained a detailed memorandum of law outlining Sunsetter’s arguments. Sunsetter also submitted two supporting affidavits filed on August 9, 2023.

After hearing and considering the parties’ thorough arguments, the Court grants in full Sunsetter’s motions.

SUNSETTER’S MOTION TO DISMISS

On May 23, 2022, Plaintiffs filed this action against Sunsetter, Home Inspection One, LLC, and Nancy Warner, agent for Coldwell Banker Residential Brokerage (“Warner”). Plaintiffs never served Warner and Warner has not appeared in this case.

Plaintiffs purported to serve Sunsetter's registered agent, Greg Langjahr, by providing copies of the Summons and Complaint to Langjahr's son. Sunsetter provided an affidavit of Nicolas Langjahr, Greg Langjahr's 17-year-old son, who testified he has nothing to do with Sunsetter, he is not and never was authorized to accept service of legal papers on behalf of Sunsetter, and he never told anyone otherwise.

Service on a limited liability company, such as Sunsetter, is governed by Rule 4(d)(3), SCRCP, which provides that "Service shall be made as follows:"

(d)(3) Corporations and Partnerships. Upon a corporation or upon a partnership or other unincorporated association which is subject to suit under a common name, by delivering a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and if the agent is one authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant.

S.C. Code Ann. § 15-9-210 also applies, which provides as follows:

(a) A domestic business or nonprofit corporation's registered agent is the agent of the corporation for service of any process, notice, or demand required or permitted by law to be served, and the service is binding upon the corporation.

(b) The business or nonprofit corporation may be served under Rule 4(d)(8) of the South Carolina Rules of Civil Procedure by registered or certified mail, return receipt requested, addressed to the office of the registered agent, or the office of the secretary of the corporation at its principal office. Service is effective upon the date of delivery as shown on the return receipt. Entry of default and default judgments shall be subject to the conditions of Rule 4(d)(8).

Sunsetter's registered agent is and has always been Greg Langjahr. Mr. Langjahr was never served with the Summons and Complaint. Instead, his 17-year-old son was served, who was not authorized to accept service of process on behalf of Sunsetter.

Sunsetter raised this issue in its Answer filed early in this case. Plaintiffs have done nothing to cure this issue. This substitute service on a limited liability company is improper and not authorized by statute. Service on Sunsetter was therefore improper. *See* 19 Am Jur 2d

Corporations § 1895 (2023) (“Service made on the spouse, minor child, or parent, of a corporate officer has been held invalid. Likewise, service cannot be made on the spouse, or employee of a registered agent or individual with whom a corporation’s registered agent resided . . .”).

Accordingly, under Rules 12(b)(2) and 12(b)(5), SCRCP, Plaintiffs’ Complaint is dismissed as to Sunsetter.

SUNSETTER’S MOTION FOR SUMMARY JUDGMENT

The Court must consider a few procedural matters before analyzing and ruling on Sunsetter’s motion for summary judgment.

In ruling on these procedural matters, I am mindful that Plaintiffs filed this action on May 23, 2022, almost two years ago. Sunsetter’s detailed motion and supporting affidavits were filed and served on August 9, 2023. As mentioned above, the hearing on Sunsetter’s motion took place on April 16, 2024. Between the filing of the motion and the hearing date, 251 days or eight months and seven days elapsed. Despite the age of this case and the abundance of time Plaintiffs have had to engage in discovery, Plaintiffs contend they need more time for discovery.

“A party claiming summary judgment is premature because they have not been provided a full and fair opportunity to conduct discovery must advance a good reason why the time was insufficient under the facts of the case, and why further discovery would uncover additional relevant evidence and create a genuine issue of material fact.” *Guinan v. Tenet Healthsystems of Hilton Head, Inc.*, 383 S.C. 48, 54-55, 677 S.E.2d 32, 36 (Ct. App. 2009); *see also Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003) (holding that a summary judgment motion heard four months after the action was filed and granted nine months after the action was filed was not premature on grounds that plaintiffs did not have a full and fair opportunity for

discovery and finding the nonmoving party must demonstrate it is not merely engaged in a ‘fishing expedition’ by showing the likelihood that further discovery will uncover additional relevant evidence).

Here, Plaintiffs had a full and fair opportunity to participate in discovery before the motion for summary judgment was heard. Plaintiffs filed their Complaint almost two years ago. Sunsetter’s fully supported and briefed motion for summary judgment was filed 251 days before the summary judgment hearing. Plaintiffs had plenty of time to engage in discovery in that period. Plaintiffs have not provided a good reason why the time elapsed was insufficient for them to have developed facts opposing Sunsetter’s motion for summary judgment. In addition, Plaintiffs failed to provide an affidavit as required by Rule 56(f), SCRCPP, explaining why they needed more time for discovery. Rule 56(f), SCRCPP (“Should it appear from the affidavits of a party opposing the motion that he cannot for reasons stated present by affidavit facts essential to justify his opposition . . . the court . . . may order a continuance to permit . . . discovery to be had”); *see also Doe v. Batson*, 345 S.C. 316, 321, 548 S.E.2d 854, 857 (2001) (“Thus, Rule 56(f) requires the party opposing summary judgment to at least present affidavits explaining why he needs more time for discovery.”).

As a result, the Court finds and concludes that Plaintiffs had a full and fair opportunity to engage in discovery and there is no reason for the Court to delay considering Sunsetter’s motion for summary judgment.

In addition, Plaintiffs filed an opposing affidavit of Plaintiff Elizabeth Ray on Sunday, April 14, 2024, at 10:14 p.m., less than 36 hours before the hearing, which occurred on Tuesday, April 16, at 9:30 a.m. Sunsetter moved to strike this affidavit as untimely.

Under Rule 6(d) SCRPC, “additional or opposing affidavits may be served not later than two days before the hearing.” Rule 6(d), SCRPC. In calculating the time required under the South Carolina Rules of Civil Procedure, “when the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays, and holidays shall be excluded in the computation.” Rule 6(a), SCRPC.

The latest Plaintiffs could have served an opposing affidavit was Friday, April 12, 2024. Instead, less than 36 hours before the hearing, late on a Sunday evening, Plaintiffs filed their opposing affidavit. This is unfair and prejudicial.

This opposing affidavit is not timely, and the Court strikes it and refuses to consider it. Out of caution, Sunsetter submitted a reply affidavit. Because I am not considering Plaintiffs’ opposing affidavit, I will not consider Sunsetter’s reply affidavit.

At this point, the Court considers Sunsetter’s motion for summary judgment to be unopposed. Plaintiffs submitted no evidence to contradict Sunsetter’s well-supported motion for summary judgment. Regardless, the Court is mindful of the summary judgment standard.

Summary judgment is appropriate where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show 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. In determining whether any triable issue of fact exists to preclude summary judgment, the evidence and all inferences that can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party. *Strother v. Lexington County Recreation Comm’n*, 332 S.C. 54, 504 S.E.2d 117 (1998).

FACTS

The facts viewed in the light most favorable to the non-moving party, here Plaintiffs, are as follows:

On or about November 16, 2018, Sunsetter purchased 901 Valhalla Drive in Columbia, South Carolina (the “Home”). When Sunsetter purchased the Home, it was vacant and contained a sunroom/porch.

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.

On or about March 26, 2019, Sunsetter and Plaintiffs entered into a contract for the sale of the Home to Plaintiffs (“the Contract”). The Contract allowed Plaintiffs to inspect the Home and note any repairs it wanted Sunsetter to make.

Sunsetter provided a Residential Property Condition Disclosure Statement (“Disclosure Statement”) with the Contract. 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 deficiencies or issues because it did not have actual knowledge or notice of any issues.

In addition, Sunsetter purchased Home Warranty Coverage for Plaintiffs as part of the Contract.

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 and then a repair addendum was created. Sunsetter made the repairs noted. The inspection report provides that it does not cover mold and advised Plaintiffs to hire someone else if they were concerned about mold or similar issues.

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.

The closing occurred on May 23, 2019, and Sunsetter conveyed the Home to Plaintiffs.

Exactly three years later, on May 23, 2022, Plaintiffs filed this action against Sunsetter and others. Plaintiffs solely assert a negligent misrepresentation claim against Sunsetter.

ANALYSIS/DISCUSSION

To establish liability for negligent misrepresentation, a plaintiff "must show (1) the defendant made a false representation to the plaintiff; (2) the defendant had a pecuniary interest in making the representation; (3) the defendant owed a duty of care to see that he communicated truthful information to the plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff suffered a pecuniary loss as the proximate result of his reliance upon the representation." *Sauner v. Pub. Serv. Auth.*, 354 S.C. 397, 407, 581 S.E.2d 161, 166 (2003).

Plaintiffs have failed to show that Sunsetter made any false representation to Plaintiffs. In their Complaint, Plaintiffs allege:

8. Prior to purchasing the property Defendant Sunsetter Properties, LLC represented to the Plaintiffs in its State of South Carolina Residential Disclosure Statement that he had no knowledge of any defects with the property.

9. However, the Plaintiff's learned after closing on the property in May of 2019 that the Defendant failed to disclose material defects to the property including water leaks, mold and mildew issues, plumbing deficiencies, and that reconstruction was done to the home without the County inspecting it to determine if these improvements were up to code.

10. Upon information and belief, Defendant Sunsetter Properties, LLC knew or should have know that these deficiencies prior to selling the property to the Plaintiffs. Yet, it failed to disclose this information to the Plaintiff prior to closing.

In responding to an interrogatory requesting Plaintiffs identify the claimed false representations, Plaintiffs responded as follows:

Sunsetter properties had a duty to the plaintiff not to make false representations to the Plaintiff about the home. Sunsetter indicated that the hot water heater was replaced when it had not been replaced. Sunsetter properties did not seek permits for the sunroom which was an add on to the property, and did not have it inspected upon completion. Plaintiff is now experiencing leaks to the roof as a result. There is mold in the home also which required complete remediation. The representation was made in writing. Plaintiff did not learn of the misrepresentation for months if not years after she closed on the home. The Plaintiff reserves the right to supplement this request at a later date if necessary.

In summary, Plaintiffs identify three alleged false representations: (1) “Sunsetter properties did not seek permits for the sunroom which was an add on to the property, and did not have it inspected upon completion,” (2) “hot water heater was replaced when it had not been replaced,” and (3) “There is mold in the home.”

When Sunsetter purchased the Home, the sunroom/porch was already there. Sunsetter did not add the sunroom/porch to the Home as alleged by Plaintiffs. As a result, Sunsetter was not required to obtain a permit for an addition to the Home made by prior homeowners. Plaintiffs’ contention that Sunsetter made this representation and that it was false is without merit. Furthermore, it is impossible to have been made and was never made. Plaintiffs submitted no evidence to the contrary.

Regarding the allegation that a hot water heater was replaced when it had not been replaced, Sunsetter made no such representation. As Plaintiffs admit, all communications were made in writing. Neither the Contract nor the Disclosure Statement says anything to this effect. Plaintiffs submitted no evidence to the contrary.

Finally, as to mold being in the Home, 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

Sunsetter says it answered “none” because it had no knowledge of any toxic mold in the Home. Mr. Langjahr clearly states in his affidavit that he absolutely had no knowledge or notice of any mold, toxic or otherwise, in the Home. Plaintiffs have submitted no evidence to the contrary. *See Fields v. Melrose Ltd. Partnership*, 312 S.C. 102, 439 S.E.2d 283, 285 (S.C. Ct. App. 1993) (“To be actionable, the representation must . . . be false when made.”); *Calland v. Carr*, No. 9:14-cv-0420-DCN, 2015 U.S. Dist. LEXIS 59175, at *12 (D.S.C. May 6, 2015) (court granted summary judgment to sellers as buyers “have failed to put forth sufficient evidence that the [Sellers] knew of current problems with the house when they filled out the disclosure statement on November 22, 2010,” with mold being raised as one of the issues).

To the extent there existed toxic mold in the Home on the date of the sale, Plaintiffs had the opportunity to inspect the Home to determine if that was the case, something they opted not to do, even though the home inspector they hired advised them to do so. *See Byrn v. Walker*, 275 S.C. 83, 88, 267 S.E.2d 601, 603 (1980) (“It is generally held that one has no right to rely on representations as to the condition, quality or character of property . . . where the parties stand on an equal footing and have equal means of knowing the truth.”).

There are no genuine issues of material fact. Plaintiffs have not provided evidence that Sunsetter made a false representation to Plaintiffs and that they justifiably relied on any representation made by Sunsetter.

Sunsetter is, therefore, alternatively entitled to summary judgment in its favor.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- A. The Court grants in full Sunsetter's Motion to Dismiss for lack of proper service and lack of personal jurisdiction;
- B. Alternatively, the Court grants in full Sunsetter's Motion for Summary Judgment; and
- C. Plaintiffs' claims against Sunsetter are dismissed with prejudice and forever ended.

[Judge's electronic signature appears on the following page]



Richland Common Pleas

Case Caption: Elizabeth Ray , plaintiff, et al vs Sunsetter Properties Llc , defendant,
et al
Case Number: 2022CP4002713
Type: Order/Summary Judgment

So Ordered

Jocelyn Newman

Electronically signed on 2024-05-11 11:43:13 page 11 of 11

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
Case No. 2022-CP-40-02713

Elizabeth and Melvin Ray,
Plaintiffs,

vs.

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

**DEFENDANT SUNSETTER PROPERTIES,
LLC'S MOTION TO STRIKE PLAINTIFF
ELIZABETH RAY'S AFFIDAVIT**

TO: REAGAN SINGLETARY, Attorney for Plaintiffs:

YOU WILL PLEASE TAKE NOTICE that Defendant Sunsetter Properties, LLC (“Sunsetter”) hereby moves pursuant to Rule 12(f) and Rule 6, SCRCP, for an order striking the untimely opposing affidavit of Plaintiff Elizabeth Ray filed Sunday, April 14, 2024, at 10:14 p.m.

Sunsetter filed its Motion to Dismiss and/or for Summary Judgment on August 9, 2023. The parties received notice from the Court on March 26, 2024, that a hearing on the motion was scheduled for April 16, 2024, at 9:30 a.m. Despite having eight months to work on an opposing affidavit, Plaintiffs submitted an untimely opposing affidavit.

Under Rule 6(d) SCRCP, “additional or opposing affidavits may be served not later than two days before the hearing.” Rule 6(d), SCRCP. In calculating the time required under the South Carolina Rules of Civil Procedure, “when the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays, and holidays shall be excluded in the computation.” Rule 6(a), SCRCP.

The latest Plaintiffs could have served an opposing affidavit was Friday, April 12, 2024. Instead, less than 36 hours before the hearing, late on a Sunday evening, Plaintiffs filed their opposing affidavit. This is unfair and prejudicial.

This opposing affidavit is not timely and should be stricken under Rule 12(f), SCRPC, or any other applicable rule.

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

s/ Demetri K. Koutrakos

Demetri K. Koutrakos, SC Bar No. 11318
1812 Lincoln Street, Suite #200 (29201)
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Email: jimkoutrakos@callisontighe.com

**ATTORNEY FOR DEFENDANT
SUNSETTER PROPERTIES, LLC**

April 16, 2024

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
NICHOLAS LANGJAHR

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

1. I am 18 years of age, competent to make this affidavit, and have personal knowledge of the matters stated herein.
2. I am the son of Greg Langjahr, and we live at 240 Ammons Lane in Hartsville, South Carolina.
3. In the afternoon of September 22, 2022, a woman came to our house and asked if Greg Langjahr lived there. I responded that he was my father and did live there but was not at home. The woman did not identify herself but said she had something to give my father, and I told her I would give it to him. The woman asked me my name, handed me some papers, and left.
4. At no time do I remember the woman mentioning Sunsetter Properties, nor if I had anything to do with Sunsetter Properties.
5. When my father returned home, I gave him the papers I was given.
6. On September 22, 2022, I was seventeen years old.

7. I have nothing to do with Sunsetter Properties. I never told anyone I was authorized to do anything on behalf of Sunsetter Properties. I never told anyone I was authorized to receive papers, legal or otherwise, on behalf of Sunsetter Properties.

FURTHER, AFFIANT SAYETH NOT.

Nicholas Langjahr
Nicholas Langjahr

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

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



Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 10th day of November, 2022
Mount Pleasant, South Carolina

One be limited to the amount paid for the home inspection report, Three Hundred Ten and NO/100 Dollars (\$310.00).

Home Inspection One's motion and request for declaratory relief are based upon the South Carolina Rules of Civil Procedure, common and statutory laws of South Carolina, its agreement with Plaintiffs and the documentation produced through discovery in this case, any Memorandum of Law to be filed in support prior to the motion being called for hearing, and upon such other and further argument or information as may be properly presented to the Court.

Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 26 day of July, 2023
Mount Pleasant, South Carolina

Dollars (\$310.00), pursuant to the inspection agreement between Home Inspection One and Plaintiffs.

FACTUAL BACKGROUND

Plaintiffs and Home Inspection One entered an agreement (“inspection agreement” or “contract”) on April 9, 2019, for Home Inspection One to perform an inspection of the home located at 901 Valhalla Drive in Columbia, South Carolina (“subject home” or “home”) for an inspection fee in the amount of \$310.00. (Exhibit A, Home Inspection Agreement; Exhibit B, Invoice for Home Inspection Agreement).

The two (2) page inspection agreement between Plaintiffs and Home Inspection One contains many provisions that are of importance here. First, the agreement defines the scope of the inspection itself.

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 the 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 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.

Exhibit A, Home Inspection Agreement, ¶ 2 (emphasis added).

The home inspection agreement includes additional provisions that further define the scope of the inspection, of note here is as follows:

4. Client agrees that the Home Inspection Report is not an engineering study or 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 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.**

Exhibit A, Home Inspection Agreement, ¶ 4 (emphasis added).

Next, the agreement contains a limitation of liability and liquidated damages clause that states as follows:

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 THE 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 STIMATIZATION 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.

Exhibit A, Home Inspection Agreement, ¶ 12.

Plaintiffs explicitly agreed to the limitation of liability clause above, which limits their damage to the liquidated amount of the price paid for the home inspection report arising out of or related to, among other things, any negligence of the inspector. (Exhibit A, Home Inspection Agreement, ¶ 12).

Further, the agreement included a disclaimer of warranties provision, as follows:

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.

Exhibit A, Home Inspection Agreement, ¶ 14.

The Plaintiffs specifically disclaimed any warranty, express or implied. (Exhibit A, Home Inspection Agreement, ¶ 14). Of note here, the provision specifically states that the home inspection report is not to be used as a guarantee or warranty regarding the adequacy, performance, condition of any inspected building improvements, mechanical system, condition, or appliance. (Exhibit A, Home Inspection Agreement, ¶ 14).

Home Inspection One performed its inspection on April 3, 2019 and invoiced Plaintiffs \$310.00 for the cost of the inspection. (Exhibit B, Home Inspection Invoice).

Home Inspection One issued its report on April 3, 2019. (Exhibit C, Home Inspection Report). In that report, many potential issues and areas of concern were raised, and nearly all of

those issues outlined in the report match the allegations made in Plaintiffs' complaint and those disclosed in discovery.

Plaintiffs' complaint and discovery responses allege Home Inspection One failed to disclose material defects to the property including water leaks, mold and mildew issues, plumbing deficiencies, and that reconstruction was done to the home without the County inspecting it to determine if the improvements were up to code. (Exhibit D, Pl. Compl. ¶ 9, 13, 24; Exhibit E, Pl. Answers to Interrogatory No. 3, p. 4).

First, the Plaintiffs and Home Inspection One specifically agreed that the inspector does not determine the adequacy of repairs performed by others, and the inspection was not one for code compliance for any city, count, state or federal building code. (Exhibit A, Home Inspection Agreement, ¶ 4). Further, the Plaintiffs and Home Inspection One specifically agreed that the inspector does not perform any plumbing, mold, mildew, or any toxic analysis, or any other job function that requires an occupational license. (Exhibit A, Home Inspection Agreement, ¶ 4). Thus, all of the alleged issues that Plaintiffs have made in this lawsuit were specifically disclaimed pursuant to the inspection agreement. Nonetheless, the home inspection report does note each issue Plaintiffs complain of, with one exception to the alleged issue with the previous improvement made by others and whether the same was made to code.

The home inspection report noted, with pictures as evidence, that the dishwasher had not been properly installed, the master shower valve stems were leaking, the water heater valve was leaking, evidence of potential leaks in the attic, and incomplete installation of the HVAC system in the sunroom. (Exhibit C, Home Inspection Report, p. 2-4, 5-6). As a result of the plumbing issues, Home Inspection One recommended a licensed plumber be hired to further evaluate the issues and make repair. (Exhibit C, Home Inspection Report, p. 5). As a result of the incomplete

installation of the HVAC system, Home Inspection One recommended a qualified air conditioning contractor evaluate the issue and repair. (Exhibit C, Home Inspection Report, p. 6). As a result of the attic insulation issues, which included the evidence of previous attic moisture penetration, Home Inspection One recommended a qualified contractor evaluate and make repair. (Exhibit C, Home Inspection Report, p. 5).

Despite being warned of these issues in Home Inspection One's report, Plaintiffs subsequently moved forward with the purchase of the home. Plaintiffs then filed suit against Home Inspection One and other defendants on May 23, 2023. Discovery has been exchanged by the Plaintiffs after a motion to compel hearing took place. Now Home Inspection One brings this motion for summary judgment and request for declaratory relief.

ARGUMENT

I. The Plaintiffs have not provided a genuine issue of material fact as to each element of the cause of action they have brought against Home Inspection One, and, as a result, Home Inspection One's Motion for Summary Judgment must be granted.

Under South Carolina law, a summary judgment motion must be granted when there is no genuine issue of material fact, and the court must grant judgment as a matter of law. Rule 56 (C), SCRPC. Further, it is the Court's function to determine whether a genuine issue exists in a motion for summary judgment, not to resolve any existing factual issues. *See Spencer v. Miller*, 259 S.C. 453, 456, 192 S.E.2d 853, 865 (S.C. 1972). To survive a summary judgment motion by the defendant, the plaintiff must offer some evidence that a genuine issue of material fact exists for each element of the claim at issue, except for those elements that are either uncontested or agreed to by stipulation. *See Kase v. Ebert*, 392 S.C. 57, 61, 707 S.E.2d 456, 458 (S.C. Ct. App. 2011). Here, the Plaintiffs have not provided a genuine issue of material fact for each and every element of their negligence claim against Home Inspection One because (A.) Plaintiffs do not have a viable

claim against Home Inspection One, as the economic loss rule prevents any tort claim in this instance, and (B.) Home Inspection One's liability is limited to the inspection fee per the terms of the inspection agreement.

A. The Plaintiffs do not have a viable claim of negligence against Home Inspection One because all duties owed by Home Inspection One to Plaintiffs arise out of contract.

South Carolina courts have long recognized the economic loss rule stating there is no tort liability for purely economic losses suffered from a plaintiff's purchase of a defective product. *See Sapp v. Ford Motor Co.*, 386 S.C. 143, 147, 687 S.E.2d 47, 49 (2009) (citing *Kennedy v. Columbia and Mfg. Co., Inc.*, 384 S.E.2d 730, 737, 299 S.C. 335, 345-46 (1988) (overruled in part on other grounds by *Beachwalk Villas Condominium Ass'n. Inc. v. Martin*, 406 S.E.2d 372, 305 S.C. 144 (1990))). The South Carolina Supreme Court has also examined the economic loss doctrine in this exact context when delineating a narrow real-estate purchase exception to the doctrine applies only to home builders, but does not apply to home inspectors such as Home Inspection One in this case. *See Gladden v. Boykin*, 402 S.C. 140, 144, 739 S.E.2d 882, 884 (2013). As further evidence to show that public policy was not breached, the Court looked to the statutes enacted by the General Assembly and explained that the Residential Property Condition Disclosures Act protects buyers and requires that they are informed by the seller of defects of which the seller has knowledge. *See id.* (citing S.C. Code Ann. § 27-50-10). Thus, the economic loss rule applies to contracts between home inspectors and home purchasers that contain limitation of liability provisions. *See id.*, 402 S.C. at 146, 739 S.E.2d at 885.

Here, Plaintiffs have asserted only a cause of action of negligence against Home Inspection One. Therefore, all of Plaintiffs' causes of action against Home Inspection One arise under theory of tort, and, as a result, they are barred under the economic loss doctrine. Thus, this Court must

grant judgment as a matter of law in favor of Home Inspection One and dismiss Plaintiffs' claims against it.

B. Home Inspection One's liability is limited per the terms of the Agreement.

“When the language of a contract is plain and capable of legal construction, that language alone determines the instrument's force and effect.” *Ellis v. Taylor*, 316 S.C. 245, 248, 449 S.E.2d 487, 488 (1994). Similarly, “[a] court must enforce a valid contract as written, regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully.” *Simmons v. Benson Hyundai, LLC*, 438 S.C. 1, 881 S.E.2d 646 (Ct. App. 2022), reh'g denied (Mar. 25, 2022). Accordingly, the courts of this state have generally upheld limitations of liability and exculpatory clauses, finding they are legally sound. *See e.g., Gladden v. Boykin*, 402 S.C. 140, 739 S.E.2d 882 (2013); *Huckaby v. Confederate Motor Speedway, Inc.*, 276 S.C. 629, 630, 281 S.E.2d 223, 224 (1981); *McCune v. Myrtle Beach Indoor Shooting Range, Inc.*, 364 S.C. 242, 248, 612 S.E.2d 462, 465 (Ct. App. 2005); *S.C. Elec. & Gas Co. v. Combustion Eng'g, Inc.*, 283 S.C. 182, 192, 322 S.E.2d 453, 459 (Ct. App. 1984); *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016). However, the courts have not always upheld limited liability provisions if they are found to be unconscionable or shown to violate public policy. *See Maybank*, 416 S.C. 541, 787 S.E.2d 498 (2016).

In *Gladden v. Boykin*, 402 S.C. 140, 739 S.E.2d 882 (2013), the Supreme Court of South Carolina held that a contractual limitation of a home inspector's liability does not violate South Carolina public policy and is not unconscionable. *See id.*, 402 S.C. at 146, 739 S.E.2d at 885. The holding in *Gladden* distinguished the holdings of *Sapp* and *Kennedy* by narrowing the public policy exception to the economic loss rule that applies solely to home buyers in the residential home context; the Court held that this exception does not extend to home inspector contracts with home buyers. *See generally id.*

In *Gladden*, the plaintiff entered into a contract with a home inspector that limited the liability of the home inspector to the home inspection fee paid by the plaintiff. *See id.*, 402 S.C. at 141, 739 S.E.2d at 883. After the plaintiff informed the home inspector of conditions at the home that were not included in the home inspection report, the home inspector returned the inspection fee to the plaintiff. *See id.* Subsequently, the plaintiff filed suit against the seller of the home, the real estate agents, the real estate companies involved in the transaction, and the home inspector. *See id.* The Supreme Court of South Carolina held the limited liability provision of the home inspector's contract with plaintiff was not against public policy because:

“[i]t is one thing to impose greater demands on the builder of a new home, who is in a position to know of the home’s defects, and another to impose a similar standard on an inspector who makes only a brief survey of the home with the buyer’s full knowledge of the limited service the inspector is offering.”

See id., 402 S.C. at 144, 739 S.E.2d at 884 (emphasis added).

Here, Home Inspection One entered into a contract with the Plaintiffs to perform the inspection on the subject home. The contract specifically limited the liability of Home Inspection One to a price not to exceed the price of the inspection fee, whether the liability arises out of, among other things, the negligence of the home inspector. (Exhibit A, Home Inspection Agreement, ¶ 12).

As a result, to the extent Plaintiffs have any viable claim against Home Inspection One, Home Inspection One requests that this Court grant declaratory relief to interpret the contract and the parties' responsibilities pursuant to S.C. Code Ann. § 15-53-40 and limit any award against Home Inspection One to the amount of the inspection fee, Three Hundred Ten and NO/100 Dollars (\$310.00).

CONCLUSION

For the reasons stated herein, the Plaintiffs do not have a viable claim of negligence against Home Inspection One, and the Court must grant judgment as a matter of law in favor of Home Inspection One related to the same. In the alternative, pursuant to the contract between Home Inspection One and Plaintiffs, any recovery from Plaintiffs is contractually limited to the price paid for the contract itself. As a result, the Court must limit any award against Home Inspection One to the price paid for the home inspection, Three Hundred Ten and NO/100 (\$310.00).

Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 26 day of July, 2023
Mount Pleasant, South Carolina

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

Exhibit A

ELECTRONICALLY FILED - 2023 Jul 26 2:20 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713

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 inspection and whose interpretation of what is good or fair may be different from Client's opinion that either Client or Client's agent must be present during home inspection. However, Inspector's entire home inspection in order to be better informed about the general condition of the above for incomplete information if Client does not attend inspection and Client agrees to assume ar

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.SCInspector



Mail@SCInspectionONE.com
803.730.7954

INVOICE

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
 - Credit Card by Phone 803.730.7954
 - Send Payments to:
Home Inspection One
25 Sunrise Point
Irmo, SC 29063

KC

"Your Number ONE Choice for Home Inspections"

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 & AC Drains
Drain into Attic*

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

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.

	A	N	P	N	I	M	D	
1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>	<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"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	Patio:
5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>	<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"/>	<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"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grading: Minor slope
10.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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.

	A	N	P	N	I	M	D	
Main Exterior Surface								
1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.

Palm

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: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Windows: Wood casement |
| X | | | | | | | |
| 5. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | X | | | | Storm Windows: |
| X | X | | | | | | |
| 6. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Window Screens: None |
| X | | | | | | | |
| 7. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Hose Faucet: Gate valve |
| X | | | | | | | |
| 8. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Door Bell: Hard wired |
| X | | | | | | | |
| 9. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Gas Meter: |
| X | | | | | | | |
| 10. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Main Gas Valve: |
| X | | | | | | | |
| 11. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;">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 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 Roof Surface

- | | | | | | | | |
|-----|--|---|--|---|--|--|--|
| 1. | Method of Inspection: On roof | | | | | | |
| 2. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Unable to Inspect: 0% |
| X | | | | | | | |
| 3. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Material: Fiberglas shingle |
| X | | | | | | | |
| 4. | Type: Gable | | | | | | |
| 5. | Approx Age: Unknown | | | | | | |
| 6. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | | | X | | | Flashing: Not Visible ✓ |
| | | X | | | | | |
| 7. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Plumbing Vents: ABS |
| X | | | | | | | |
| 8. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Electrical Mast: Underground utilities |
| X | | | | | | | |
| 9. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Gutters: ✓ |
| X | | | | | | | |
| 10. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Skylights: ✓ |
| X | | | | | | | |

Main Chimney

- | | | | | | | | |
|-----|--|---|--|--|--|--|----------------------------|
| 11. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Chimney: Brick |
| X | | | | | | | |
| 12. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;">X</td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> | X | | | | | Chimney Flashing: Aluminum |
| X | | | | | | | |

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.

ANPNIM D

Front Garage

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

Palm-

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. Electrical 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:

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; and 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, when 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 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 Attic

1. Method of Inspection: In the attic
2.

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

 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 all 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.

ANFNIM 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

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"/>	Ceiling: Paint
2.	<input checked="" 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"/>	Floor: Pergo type
4.	<input checked="" 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"/>	Windows:
6.	<input checked="" 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"/>	Counter/Cabinet: Wood & Granite
8.	<input checked="" 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"/>	Faucets/Traps: PVC trap
10.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tub/Surround:
11.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shower/Surround:
12.	<input type="checkbox"/>	<input checked="" 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"/>	Toilets: 1.6 Gpf/6Lpf
14.	<input checked="" 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"/>	Ceiling: Paint
16.	<input checked="" 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"/>	Floor: Pergo type
18.	<input checked="" 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"/>	Electrical: 110 Volt
20.	<input checked="" 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"/>	Sink/Basin: Porcelain coated
22.	<input checked="" 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"/>	Tub/Surround: Fiberglass
24.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shower/Surround:
25.	<input type="checkbox"/>	<input checked="" 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"/>	Toilets: 1.6 Gpf/6Lpf
27.	<input checked="" 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"/>	Ceiling: Paint
29.	<input checked="" 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"/>	Floor: Pergo type
31.	<input checked="" 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"/>	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.

ANPNI M 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.

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

ANFNIM 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.

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



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

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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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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

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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. Walks: Concrete
- 2. Driveway: Concrete
- 3. Steps/Stoops: Brick
- 4. Patio:
- 5. Deck/Balcony Treated wood
- 6. Porch: Concrete
- 7. Vegetation: Trees & Shrubs
- 8. Retaining Walls:
- 9. Grading: Minor slope
- 10. 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. Type: Brick veneer
- 2. 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.
- 3. 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.



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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. Windows: Wood casement
- 5. Storm Windows:
- 6. Window Screens: None
- 7. Hose Faucet: Gate valve
- 8. Door Bell: Hard wired
- 9. Gas Meter:
- 10. Main Gas Valve:
- 11. Other: - Wall penetrations/openings at HVAC lines and plumbing clean-outs are not sealed

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 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.

ANPNIMD

Main Roof Surface

- 1. Method of Inspection: On roof
- 2. Unable to Inspect: 0%
- 3. Material: Fiberglas shingle
- 4. Type: Gable
- 5. Approx Age: Unknown
- 6. Flashing: Not Visible
- 7. Plumbing Vents: ABS
- 8. Electrical Mast: Underground utilities
- 9. Gutters:
- 10. Skylights:

Main Chimney

- 11. Chimney: Brick
- 12. 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



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; and 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, when 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 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 Attic

1. Method of Inspection: In the attic
2. Unable to Inspect: 20% Some areas not visible due insulation
3. Roof Framing: 2x6 Rafter
4. Sheathing: Plywood
5. Ventilation: Gable, ridge & soffit vents
6. 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. Insulation Depth: R-19 or equal
8. Attic Fan: - Motors are burned out, both units.
9. House Fan:
10. Wiring/Lighting: 110 VAC
11. Moisture Penetration: - Moisture stains visible, tested dry, possibly old, confirm all leaks have been repaired.
12. Access: Pull down ladder

Fireplace/Wood Stove

ANPNI M D

Den Fireplace

1. Freestanding Stove:
2. 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. Fireplace Insert:
5. Flue: Metal
6. Damper: Metal
7. 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 all 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. Ceiling: Paint
- 2. Walls: Paint
- 3. Floor: Pergo type
- 4. Doors: Hollow wood type
- 5. Windows:
- 6. Electrical: 110 Volt
- 7. Counter/Cabinet: Wood & Granite
- 8. Sink/Basin: Porcelain coated
- 9. Faucets/Traps: PVC trap
- 10. Tub/Surround:
- 11. Shower/Surround:
- 12. Spa Tub/Surround:
- 13. Toilets: 1.6 Gpf/6Lpf
- 14. Ventilation: Electric ventilation fan

ANPNI M D

Hall Bathroom

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

Master Bathroom

- 28. Ceiling: Paint
- 29. Walls: Paint
- 30. Floor: Pergo type
- 31. Doors: Hollow wood type
- 32. 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.

ANPNI M 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.



Living Space

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 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.

ANPNI M D

Main Living Space

1. Closet: Walk-in & single
2. Ceiling: Paint
3. Walls: Paint
4. Floor: Vinyl & carpet
5. Doors: Hollow wood type
6. Windows: - Windows stuck/ painted/ secured shut, could not get any to operate/open.
7. 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.
8. Windows: - One of the two small windows above sunroom backdoor is broken and neither are sealed.
9. Electrical: - Wall outlet not working, R wall in R front bedroom
10. Stairs/Handrails:

Laundry Room/Area

ANPNI M D

Kitchen Laundry Room/Area

1. Ceiling: Paint
2. Walls: Paint
3. Floors: Pergo type
4. Doors: Hollow wood type
5. Windows:
6. Electrical: 110 Volt, 110 Volt
7. Laundry Sink:
8. Washer Hose Bib: Gate valve
9. Washer and Dryer Electrical: 110-240 VAC
10. Dryer Vent: Foil flex
11. Dryer Gas Line:
12. Washer Drain: Wall mounted drain



FILED ELECTRONICALLY FILED - 2023 Jul 26 2:20 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002713

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

ANPNI M D

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 System

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

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Plaintiff,)
)
 Elizabeth and Melvin Ray)
)
 Plaintiffs,)
)
 vs.)
)
)
 Defendant Sunsetter Properties, LLC)
 Defendant Nancy Warner agent for)
 Coldwell Banker Residential Brokerage)
 Defendant Home Inspection One, LLC)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FIFTH JUDICIAL CIRCUIT
 Case Number:

**SUMMONS
 (Jury Trial Demanded)**

TO: THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served on you, and to serve a copy of your Answer to the said Complaint upon the subscriber at The Singletary Group, 327 Great North Road, Columbia, SC 29223 within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in such Complaint.

s/Reagan Singletary, Esquire

The Singletary Group, LLC.

Reagan Singletary, Esq.

327 Great North Road

Columbia, SC 29223

Office phone (803) 552-6957

Facsimile (803) 753-9623

Email: reagan@thesingletarygroup.com

ATTORNEY FOR THE PLAINTIFFS

Columbia, South Carolina

May 23, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
)	
Plaintiff,	)	Case Number:
)	
Elizabeth and Melvin Ray)	
)	
Plaintiffs,)	
)	
vs.	)	COMPLAINT
	)	(Jury Trial Demanded)
)	
)	
Defendant Sunsetter Properties, LLC)	
Defendant Nancy Warner agent for)	
Coldwell Banker Residential Brokerage)	
Defendant Home Inspection One, LLC)	
Defendants.)	
)	

COMES NOW, the Plaintiffs Elizabeth Ray and Melvin Ray, complaining of the acts/and or omissions of the named Defendants would allege and show through undersigned counsel unto the Honorable Court the following:

JURISDICTION AND VENUE

1. That Plaintiffs Elizabeth Ray and Melvin Ray, is now, and at all times mentioned in this complaint a resident of Richland County, South Carolina.
2. Upon Information and belief, Defendant Sunsetter Properties, LLC is, a limited liability company, organized and existing pursuant the laws of South Carolina with its' principal place of business in Richland County, South Carolina. Sunsetter Properties, LLC is owned by Greg Langjahr and is located at 10120 Two Notch Road, Columbia, South Carolina 29223.
3. Upon Information and belief, Defendant Nancy Warner is a South Carolina Licensed Realtor affiliated with Caldwell Banker Residential Brokerage. Defendant Warner represented the Plaintiffs in their purchase of the 901 Valhalla Drive Property, located in Richland County South Carolina.
4. Upon information and belief, Defendant Coldwell Banker Residential Brokerage is a corporation, organized and existing pursuant the laws of South Carolina with its' principal place of business in Richland County, South Carolina. Defendant Warner was a representative/agent of

Caldwell Banker Residential Brokerage when she represented the Plaintiffs in their purchase of the 901 Valhalla Drive property.

5. Upon information and belief Defendant Home Inspection One is a limited liability partnership owned by Samuel Craig Kip. Defendant Home Inspection One is organized and existing pursuant the laws of South Carolina with its' principal place of business in Richland County, South Carolina.

6. This Court has subject matter and personal jurisdiction over the parties of this action. Venue is proper in Richland County, South Carolina.

FACTUAL BACKGROUND

7. Upon information and belief, in March of 2019 the Plaintiffs contracted with Sunsetter Properties, LLC to purchase 901 Vahalla Drive, a residential home located in the Woodlands Subdivision in the northeast area of Columbia, South Carolina.

8. Prior to purchasing the property Defendant Sunsetter Properties, LLC represented to the Plaintiffs in its State of South Carolina Residential Disclosure Statement that he had no knowledge of any defects with the property.

9. However, the Plaintiff's learned after closing on the property in May of 2019 that the Defendant failed to disclose material defects to the property including water leaks, mold and mildew issues, plumbing deficiencies, and that reconstruction was done to the home without the County inspecting it to determine if these improvements were up to code.

10. Upon information and belief, Defendant Sunsetter Properties, LLC knew or should have know that these deficiencies prior to selling the property to the Plaintiffs. Yet, it failed to disclose this information to the Plaintiff prior to closing.

11. Plaintiffs would not have entered into an agreement to purchase the 901 Vahalla Drive property if they had known the of all of the deficiencies that the seller failed to disclose.

12. Plaintiff hired an inspector, Samuel Craig Kip of Home Inspection One, at the behest of Defendant Warner, the Plaintiffs' realtor. Defendant Warner told the Plaintiff's that she used Mr. Kip for inspections over the years and that he was "very good." Plaintiffs would not have chosen Mr. Kip but for Defendant Warner's insistence. The Plaintiffs trusted Defendant Warner as she was acting as their agent and fiduciary throughout the home purchase process.

13. In reliance on the assurances of Defendant Warner, the Plaintiffs used Defendant Kip to inspect the property. However, Defendant Kip failed to disclose to the Plaintiffs that the property was infested with mold and mildew, and that it had multiple water leaks and plumbing issues. The Plaintiffs would not have allowed Mr. Kip to inspect the Plaintiffs home but for Defendant Warner's recommendation. Further, Defendant Warner had an obligation as the Plaintiffs fiduciary to investigate and research whether any improvements made to the home were up to code, and Defendant Warner failed to do that.

FOR A FIRST CAUSE OF ACTION
(Negligent Misrepresentation-Defendant Sunsetter Properties, LLC)

14. Plaintiffs realleges and incorporates by this reference all those facts and allegations in paragraphs one (1) through thirteen (13) as set forth below.

15. Defendant Sunsetter Properties, LLC was negligent, grossly negligent, reckless, willful and wanton in making materiality false misrepresentations to the Plaintiffs.

16. As a direct and proximate result of the aforesaid negligent, grossly negligent, willful, wanton and reckless misrepresentation or omissions on behalf of Defendants, Plaintiff have suffered actual damages and are entitled to an additional award of punitive damages.

FOR A SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty-Defendant Warner)

17. Plaintiff realleges and incorporates by this reference all those facts and allegations in paragraphs one (1) through sixteen (16) as set forth below.

18. Defendant Warner being a South Carolina Licensed Realtor, and serving as Plaintiffs' subagent or buyer agent, while being employed with Coldwell Banker Residential Brokerage had a statutory duty to:

a. disclose to the buyer all relevant facts concerning the transaction which are actual known to the licensee or, if acting in a reasonable manner, should have been known to the licensee;

d. advise the buyer to obtain expert advice on material matters that are beyond the expertise of the licensee;

e. exercise reasonable skill and care in discharging the buyer's agent's agency duties;
and,

f. be fair and honest and provide accurate information in all dealings.

19. Plaintiff would not have entered into the agreement to purchase the house had she known the true facts.

20. Plaintiff is informed and believes that the direct and proximate cause of Defendant's breach of fiduciary duty Plaintiff has suffered damages included by not limited to the following:

a. a home with significant water damage;

b. a home infested with mildew and mold damage;

- c. a home with plumbing deficiencies;
- d. a home that has been reconstructed without any county inspection to determine if the reconstruction is up to code;
- e. Loss of property value and enjoyment of the property;
- f. Loss of all expenses associated with the repair work needed to correct problems with the house; and,
- g. Damages for defects in the house that cannot be corrected without reconstructing the house.

FOR A THIRD CAUSE OF ACTION
(Negligence-Defendant Home Inspection One, LLC)

- 21. Plaintiff realleges and incorporates by this reference all those facts and allegations in paragraphs one (1) through twenty (20) as set forth below.
- 22. Defendant Home Inspection One, LLC was hired, by Plaintiff to conduct the inspection on the house located at 901 Valhalia Drive.
- 23. Defendant Home Inspection One, LLC had a duty to inspect the home for deficiencies in a manner that was not negligent.
- 24. Defendant Home Inspection One, LLC breached it duty when it issued a written inspection report which did not disclose the numerous deficiencies to the property including but not limited to mold/mildew damage, water leaks, improvements made to the property without county inspection to determine if the improvements were up to code.
- 25. Plaintiff reasonably relied on Defendant Home Inspection One, LLC's inspection report when entering into the agreement to purchase the house located at 901 Valhalia Drive.
- 26. Plaintiff suffered damages to include but limited to:
 - a. Loss of property value;
 - b. Expenses associated with the repair work needed to correct problems with the house; and,
 - c. Defects in the house that cannot be corrected without reconstructing the home.

WHEREFORE, the Plaintiff prays for the following:

- a. For an Order of this Court requiring the Defendants to pay actual damages including but not limited to, loss of property value, loss of enjoyment of property, all expenses associated with the repair work needed to correct problems with the house, and compensation for defects in the house that cannot be corrected without reconstructing the house;
- b. For an Order of this Court requiring the Defendants to pay treble damages and attorney fees under the Unfair Trade Practices Act;
- c. For an Order of this Court requiring the Defendants to pay an amount of punitive damages as awarded by the jury in this case;
- d. For an Order of this Court requiring the Defendants to pay all costs of enforcement of this action, including, but not limited to, Plaintiff's reasonable attorney's fee; and,
- e. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Reagan Singletary, Esquire

Attorney for Plaintiffs
The Singletary Group
327 Great North Road
Columbia, South Carolina 29223
(803) 552-6957 (O)/(803) 753-9623 (F)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Elizabeth Ray and Melvin Ray,

Plaintiffs

vs.

Laura Elizabeth Davis

Defendant.

IN THE COURT OF COMMON PLEAS
IN THE TWELFTH JUDICIAL CIRCUIT

C. A. No. 2021-

**Plaintiff's Responses to the Defendant's
First Set of Interrogatories**

To: Connor Johnson, Attorney for Home Inspection One, LLC

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

Answer:

Elizabeth Ray

901 Valhalla Drive

Columbia, SC 29229

No written statements have been taken from Ms. Ray.

Steven Lantry

Mid Carolina Chimney Service

615 Evelyn Drive

Columbia, South Carolina 29210

A written report has been taken from Steven Lantry.

Carolina Conditions Heating Plumbing

Cooling Electrical Estimate date 2/27/2020

16792 S. Lake Drive Ste. 90 #90

Lexington, South Carolina 29073

A statement has been taken from Carolina Heating and Plumbing

Derek Tucker

Mold Solutions, Inc

1110 C Avenue

West Columbia, South Carolina 29169

A written report has been taken from Derek Tucker

Brent Williamson

Mold Solutions, Inc

1110 C Avenue

West Columbia, South Carolina 29169

A written report has been taken from Brent Williamson

Douglas W. Matthews
USAA Southeast Regional Office
USAA General Indemnity Company
P.O. Box 33490
San Antonio, Texas 78265
A written statement has been taken from Douglas Matthews

Steven Lentry
Mid Carolina Chimney Service, LLC
615 Evelyn Drive
Columbia, South Carolina 29210
A written statement has been taken from Steven Lentry

David N. Dunnagan
President/Principal Engineer
Kleen Sires Geoservices, Inc,
2047 Industrial Blvd.
Lexington, South Carolina 29072
A written statement has taken from David N. Dunnagan.

Greg Morgan
Mold Test USA
1101 1st Street South Ext. Suite B
Columbia, South Carolina 29209
A written statement has been taken from Greg Morgan

Assistant Deputy Director Mike Zapp
Permit/Building Code Richland Center
Richland County Building
2020 Hampton Street
Columbia, South Carolina 29201
No written statements have been taken from Mike Zapp.

- Elizabeth Ray can attest to the damage to the home and the steps she took to mediate the damage.
- Steven Lantry can attest to the damage to the home and the steps he took to fix the damage. A written report has been taken from Steven Lantry and is provided in the Defendant's responses to the Plaintiff's First Set of Requests for the Production of Documents.
- Carolina Conditions Heating Plumbing can attest to the damage to the home and the steps they took to fix the damage. A written report has been taken from Carolina Conditions Heating and Plumbing and is provided in the Defendant's responses to the Plaintiff's First Set of Requests for the Production of Documents.

- Derek Tucker can attest to the mold test that was conducted on the home and the results of the Mold Test. A written report has been taken from Derek Tuck and is provided in the Defendant's Responses to the Plaintiff's First Set of Requests for the Production of Documents.
 - Brent Williamson can attest to the mold test that was conducted on the home and the results of the Mold Test. A written report has been taken from Brent Williamson and is provided in the Defendant's Responses to the Plaintiff's First Set of Requests for the Production of Documents.
 - Douglas W. Matthews can attest to the property damage claim that was filed by the Plaintiff for the 901 Vahalla Drive home. A letter related to this claim is provided in the Plaintiff's Responses to the Defendant's First Set of Requests for the Production of Documents.
 - Steven Lentry can attest to the property damage to the 901 Vahalla Drive home. A written statement has been taken from Steven Lentry and is provided in the Plaintiff's Responses to the Defendant's First Set of Requests for the Production of Documents.
 - David N. Dunnagan can attest to the property damage to the 901 Vahalla Drive home. A written statement has been taken from David N. Dunnagan and is provided in the Plaintiff's Response to the Defendant's First Set of Requests for the Production of Documents.
 - Greg Morgan can attest to the issue of mold in the 901 Vahalla Drive Property. A written report has been taken from Greg Morgan and is provided in the Plaintiff's Responses to the Defendant's First Set of Requests for the Production of Documents.
 - Assistant Deputy Director Mike Zapp can attest that there were no permits in the Richland County Building Code Center relating to the sun room addition to the 901 Vahalla Drive Property.
Plaintiff reserves the right to supplement this request at a later date if necessary.
2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

Answer:

- Settlement letter from USAA
- Absolute Disaster Invoice dated 8/1/2022 - water mitigation master bedroom
- Update Mold report from Mold Solutions dated 6/24/22
- INEX Restore, LLC. Invoice dated 8/15/22 - restoration service
- Carolina Conditions - Plumbing invoice dated 7/19/22
- Carolina Conditions - pictures of HVAC repair 8/15/22
- Carolina Conditions - Invoice 81851M invoice dated 8/10/22
- Carolina Conditions - Invoice 001-81851a dated 7/22/22
- Carolina Conditions - Invoice 001-86262 dated 10/27/22
- Carolina Conditions - Estimate 70108227 dated 10/27/22
- Carolina Conditions - Job#86262 HVAC SA Check
- Mid Carolina Chimney Service, LLC
- Kleen Sires Geoservices, Inc
- Carolina Conditions Heating Plumbing
- Absolute Disaster Report

The Plaintiff reserves the right to supplement this request at a later date if necessary.

3. Set forth an itemized statement of all damages you claim to have sustained, and identify which, if any of those damages you seek to recover from Home Inspection One.

Answer:

The Plaintiff has not fully identified all of the damages in this case. However, included in the Request for the Production of Documents are estimates and reports related to the damages she sustained to the home including mold, water leaks, and additions to the home which were made without permits and were not included in Home Inspection One's report. Plaintiff reserves the right to supplement this request at a later date if necessary.

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case. For each, state the expert's qualifications; the subject matter upon which the expert is expected to testify; the substance of the facts and opinions to which the expert is expected to testify; and a summary of the grounds for each opinion.

Answer:

The Plaintiff has not fully identified her expert witnesses at this time. However, she reserves the right to supplement this request at a later date, if necessary.

5. Identify each and every person by name, address, and job title that prepared or participated in preparing the answers to these Interrogatories

Answer:

- Elizabeth Ray, 901 Vahalla Drive, Columbia, SC, Plaintiff to this action

Plaintiff reserves the right to supplement this request at a later date if necessary.

6. Do you contend Home Inspection One made any admissions or statements against interest? If your answer is anything other than an unequivocal "no" please provide the following information for each such admission or statement: (a) the substance of the admission or statement; (b) the time, date and place it was made; (c) the name of the person who made it; and (d) the name, address, and phone numbers of each person present when it was made.

Answer:

The Plaintiff cannot fully respond to this Interrogatory at this time as we are in the early stages of litigation, discovery has only just begun, and we have not received any statements or discovery from Home Inspection One yet. Plaintiff reserves the right to supplement this request at a later date.

7. Do you contend Home Inspection One personally was negligent or erred in any respect in connection with the Property? If so, (a) fully describe your contention, (b) identify documents you claim evidence and/or support it and (c) identify all witness whom you contend will testify in support of it.

Answer:

Home Inspection One was negligent in failing to discover the omissions and misrepresentations made by Sunsetter Properties. By way of example it failed to note that the sun room for the property was built without permits and did not meet the County. Additionally, Home Inspection One failed discover home was never replaced but, merely repaired. Home Ins

mold in the home, and the numerous water leaks in the home. The Plaintiff reserves the right to supplement this request at a later date if necessary.

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

Answer: None. However, the Plaintiff reserves the right to supplement this request at a later date if necessary,

9. If you entered into any settlement agreement, covenant not to execute, assignment, release or other similar document affecting the claims in this case, please: (a) identify the parties to such document; (b) provide the terms of such document and (c) state the consideration provided in connection with the document.

Answer:

None. Plaintiff reserves the right to supplement this request at a later date if necessary.

10. Identify all documents evidencing your agreement, contract, or otherwise in connection with the purchase of the Property

Answer:

See the Plaintiff's Sale Contract which is listed in the Plaintiff's responses to the Defendant's First Set of requests for the Production of Documents. The Plaintiff reserves the right to supplement this request at a later date if necessary.

11. Describe in detail any improvement, repair or other construction that was performed on the Property after Plaintiff's purchase.

Answer:

Please see the Plaintiff's responses to the Defendant's Request for the Production of Documents which includes the repairs made by contractors and their reports. Plaintiff reserves the right to supplement this request at a later date if necessary.

12. State each fact that supports the allegations of Paragraph 9 of the Complaint wherein you allege "that construction was done to the home without the County inspecting it to determine if these improvements were up to code."

Answer:

The Defendant made an addition to the property, the sunroom. The Defendant did not apply for any permits in order to make this improvement to the home. Further, when the project was completed, there was no inspection to determine whether this addition was up to code. The Plaintiff reserves the right to supplement this request at a later date if necessary.

13. Describe in detail any improvement, repair or other construction that was performed on the Property before Plaintiff's purchase.

Answer:

Plaintiff is aware of a sunroom that was added to the home. The Plaintiff reserves the right to supplement this request at a later date if necessary.

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

Answer:

None. Plaintiff reserves the right to supplement this request at a later date if necessary.

15. Have you made any claim with a property insurer regarding the damages you allege in this case? If so, please state when the claim was made, the basis for the claim, the insurance carrier involved, and the outcome of the claim.

Answer:

Plaintiff made a claim with her property insurance carrier, USAA. The claim was made on December 1, 2021 for water damage. USAA accepted the claim, and made repairs to the home. The listing of what was repaired is included in the Plaintiff's responses to the Defendant's First Set of Requests for the Production of Documents.

16. Have you made any claim with anyone regarding the damages you allege in this case. If so, please state when the claim was made, the basis for the claim, the entity or individual involved and the outcome of the claim.

Answer:

Plaintiff has made claims against the Defendants who are the subject of the this lawsuit, Nancy Warner, and Sunsetter Properties. The basis of those claims are included in the Plaintiff's complaint and are still pending. The Plaintiff reserves the right to supplement this request at a later date if necessary.

17. Have you ever been a party to a lawsuit? If so, please (1.) describe the nature of such lawsuit/claim, (2) state the court in which the lawsuit/claim was filed, and (3) describe the outcome of the lawsuit/claim.

Answer:

Plaintiff is involved in a probate administration action involving her husband Melvin Ray. The Plaintiff reserves the right to supplement this request at a later date if necessary.

18. List your usernames and/or provide a link to your profiles on Facebook, Instagram, Myspace, Tiktok, Visco, Twitter, LinkedIn and/or other similar social networking platforms.

Answer:

The Plaintiff is not on social media. Plaintiff reserves the right to supplement this request at a later date if necessary.

19. Have you ever made a posting of any type or nature whatsoever on any electronic message board concerning the Incident, your alleged damages, and/or this lawsuit? If so, provide a printout of such posting and/or provide a link to same.

Answer:

No. The Plaintiff reserves the right to supplement this request

20. If you deny or in any way qualify your responses to the Request to Admit produced herewith, please explain fully the basis for your denial and or qualification and produce all evidence you rely upon for the denial or qualification.

Answer:

Plaintiff was provided an inspection report. However, the inspection report did not address the issue of the additions to the home (the sunroom) which was added without permits and inspections to determine if it was built to code. Plaintiff reserves the right to supplement this request at a later date if necessary.

Respectfully submitted,
THE SINGLETARY GROUP

By: s/Reagan Singletary
Reagan Singletary
685 Highway 15 South
St. George, SC 29477
Telephone: 803-552-6957
Facsimile: 803-753-9623

Attorney for the Plaintiff.

June 11 , 2023
Columbia, South Carolina

1 STATE OF SOUTH CAROLINA) IN THE CIRCUIT COURT 5
2 COUNTY OF RICHLAND) DOCKET NO. 2022-CP-40-02713

3

4

5 _____
6 ELIZABETH RAY AND MELVIN RAY,)

7 Plaintiff,)

8 versus)

9)

10 Home Inspection One, Sunsetter)
11 Properties,)

12 Defendant.)

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16 H E A R I N G

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DATE: April 16, 2024
LOCATION: South Carolina Circuit Court 5
JUDGE: Jocelyn Newman
TRANSCRIBED BY: Jeanne Meldrim

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

1 APPEARANCES:

2 Reagan Singletary, Esquire
3 The Singletary Group, LLC
4 685 Highway 15 South
5 St. George, SC 29377
6 Attorney for the Plaintiff

7 Connor Johnson, Esquire
8 Joye Law Firm, LLP
9 5861 Rivers Avenue
10 North Charleston, SC 29406
11 Attorney for the Defendant

12 Demetri Koutrakos, Esquire
13 Callison Tighe & Robinson, LLC
14 PO Box 1390
15 Columbia, SC 29202-1390
16 Attorney for the Defendant
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Proceedings

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EXHIBITS

(No exhibits marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

Proceedings

1 THE COURT: Numbers 10 and 11, 2022-CP-40-02713, Ray
2 versus Sunsetter Properties. There are two motions for
3 summary judgment.

4 MR. JOHNSON: Yes, Your Honor. This is Connor
5 Johnson here for Home Inspection One.

6 THE COURT: And then there's also Sunsetters ---
7 Mr. ---

8 MR. KOUTRAKOS: Yes, I'm Demetri Koutrakos here on
9 behalf of defendant Sunsetter Properties, LLC and we have
10 a motion to dismiss and summary judgment scheduled after
11 Mr. Johnson's motion.

12 THE COURT: Okay. Reagan Singletary; are you there?
13 I can't unmute you or anything.

14 (No audible response)

15 THE COURT: The audio and video for Reagan
16 Singletary. Okay. Let me --- I'm going to try to send a
17 message in the chat. One moment, see what ---

18 (Technical difficulty)

19 (Off the record)

20 THE COURT: Ms. Singletary, are you there?

21 MS. SINGLETARY: I'm here.

22 THE COURT: Wonderful. Okeydoke.

23 MS. SINGLETARY: Yea.

24 THE COURT: All righty. Let's get started then
25 with --- which one was filed first? I guess Home

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1 Inspection One's motion for summary judgment?

2 MR. JOHNSON: Yes, Your Honor. May it please the
3 Court. I'm Connor Johnson. And can you hear me okay?

4 MS. SINGLETARY: I can.

5 MR. JOHNSON: Perfect. I represent Home Inspection
6 one in this matter. And we filed a motion for summary
7 judgment and an alternative motion for declaratory
8 relief.

9 Just a overview of this case in general: This
10 lawsuit arises out of plaintiffs' claims of construction
11 deficiencies at plaintiffs' home located at 901 Valhalla
12 Drive in Columbia.

13 Our --- the plaintiffs hired Home Inspection One to
14 perform a home inspection of the home during the due
15 diligence phase of the purchase of the home. And the
16 plaintiffs were purchasing the home and another defendant
17 in this matter, Sunsetter Properties, was the seller of
18 the home. We were just the home inspector.

19 We performed our home inspection in --- sometime in
20 April 2019. I believe our home inspection report is
21 dated April 9, 2019. Plaintiffs paid Home Inspection One
22 \$310 for the home inspection.

23 It's not really material to my argument here today,
24 but Home Inspection One did find a number of issues with
25 the home and that --- those issues within the report

1 ended up being the subject of a repair addendum subject
2 to the sale.

3 So during this due diligence phase, Home Inspection
4 One does its inspection, finds issues, let's plaintiff
5 know. Those issues end up being the subject of a repair
6 addendum. Obviously home inspection one didn't have any
7 role in those repairs later on or anything like that and
8 just performed the inspection of the home.

9 My argument here today has two parts: The first
10 part arises out of the general economic loss rule
11 argument, it's plaintiff has only brought one claim
12 against my client and that is a claim of negligence.

13 Generally the economic loss rule states that there's
14 no tort liability for purely economic losses suffered
15 from a plaintiffs' purchase of a defective product. In
16 this instance that product is the home inspection report
17 and the inspection itself.

18 Now, there has been a narrow exception to the
19 economic loss rule in the purchase of residential real
20 estate in South Carolina. And generally that exception
21 applies to home builders and general contractors and
22 their subcontractors. The Supreme Court of South
23 Carolina specifically held in Gladden versus Boykin in
24 2013, that the economic lose rule and that exception to
25 it and the narrow exception for the real estate purchase

1 and general contractors liability as it relates to that
2 does not extend to home inspectors. So the economic loss
3 rule does apply to home inspectors.

4 And specifically I do want to read this out: The
5 court stated that it is one thing to impose greater
6 dependence on the builder of a new home who is in a
7 position to know the home's defects, and another to
8 impose a similar standard on an inspector who makes only
9 a brief survey of the home with the buyer's full
10 knowledge of the limited service the inspector is
11 offering.

12 Now, my first part of the argument is the economic
13 loss rule applies to the home inspector here at my client
14 Home Inspection One. The effect of that is that
15 plaintiff has only brought a claim of negligence, and so
16 plaintiff has not brought any viable claim against my
17 client because there's no tort liability there.
18 Liability would arise out of contract or equity, not
19 tort.

20 So that's the --- my first point of the argument is
21 that motion for summary judgment should be granted
22 because there's no tort liability pursuant to economic
23 loss rule. And the plaintiff has only brought a claim of
24 negligence so there's no viable claim against my client.

25 Now, the second part of my argument is if the Court

1 believes that, you know, it can't just completely dismiss
2 all plaintiffs' claims based on the economic loss rule,
3 we have to look at the inspection agreement that was
4 entered into between the plaintiffs and Home Inspection
5 One prior to Home Inspection One performing the
6 inspection at the home.

7 Among other things that agreement included a
8 limitation of liability clause that specifically limited
9 the damages of plaintiff arising out of any issue with
10 the home inspection report to the cost of the report
11 itself, which in this case is \$310.

12 Now, again, citing Gladden versus Boykin, the
13 Supreme Court's case from 2013, they held that a
14 limitation of liability clause did not violate public
15 policy and was not unconscionable as it relates to a home
16 inspector's inspection agreement and a limitation of
17 liability clause within it. That clause in that case was
18 very similar to the one that is present in the inspection
19 agreement here which both clauses limited the liability
20 just to the cost paid for the inspection itself.

21 Specifically here that inspection agreement is
22 Exhibit A to my memorandum in support. That limitation
23 of liability clause is paragraph 12 of Exhibit A. And I
24 won't, you know, go over that further other than just to
25 say that it specifically limits the liability to the cost

1 paid for the inspection agreement.

2 So on that note, you know, that second part of my
3 argument that if the Court will not completely dismiss
4 all of plaintiffs' claims against my client, I ask that
5 the Court grant declaratory judgment in its favor and
6 limit the damages against my client in this case to only
7 the cost paid for the inspection agreement itself, \$310.

8 Now, there are a few points that I do want to
9 address just generally with the --- I see the plaintiff
10 had filed an affidavit in --- in opposition on Sunday at
11 like 10:00 p.m. I believe Mr. Koutrakos has a specific
12 motion to strike that he's filed in that regard.

13 I won't go into that, but when I was reading the
14 affidavit, it looks like the allegation that plaintiff
15 has concerning my client related to not finding mold in
16 the home and some repair that happened before the sale
17 that was maybe not permitted. I just want to address
18 those two facts and say that both of those facts relate
19 to specific items within the inspection agreement that
20 don't relate to the inspection as a whole.

21 Specifically, paragraph two in the inspection
22 agreement states: Conditions that are hidden, concealed,
23 camouflaged, or that cannot be seen by visual inspection
24 are not covered. Client assumes all risk for potential
25 problems or conditions including those areas not

1 accessible by the inspector. Moving along to paragraph
2 four in the inspection agreement, again, Exhibit A.
3 Client agrees that the home inspection report is not an
4 engineering study or a technically exhaustive report.
5 For a technically exhaustive report, a specialist should
6 be separately consulted and/or retained by client.
7 Inspector does not perform engineering, architectural,
8 plumbing, electrical, structural, lead, fire, mold, or
9 mildew, or any toxic analysis of any job function
10 requiring an occupational license.

11 And then going on, it also says client agrees and
12 understands that this is not a code compliance inspection
13 for city, county, state, or Federal building codes,
14 construction standards, or regulations of any kind.

15 So that's --- those are points that are essentially
16 outside of the argument of --- of what I really --- the
17 crux of my argument if you will, but I just want to
18 address that, you know, it looks like the only damages
19 that plaintiff is claiming that are related to my client
20 are things that are also specifically listed as not being
21 a part of the home inspection.

22 So I'll --- I'll stop there, Your Honor. I
23 appreciate your time. And if you have any questions
24 related to my argument I'd be happy to answer them.

25 THE COURT: I do not. Let me hear from Ms.

1 Singletary.

2 MS. SINGLETARY: May it please the Court, Your
3 Honor.

4 THE COURT: Yes, ma'am.

5 MS. SINGLETARY: (Technical difficulty) as an
6 initial matter, I want to point out that I believe the
7 summary judgment motions are premature as the plaintiff
8 has not completed discovery. I will point out that
9 there's no is scheduling order in this case. (Technical
10 difficulty) we're not on the trial roster, and the
11 defendant is in no way prejudiced at this time.

12 But my client will be (unintelligible) go forward.
13 The plaintiff has depositions set for Mr. Niern Jabbar
14 (phonetic), for April 26th, which is next Friday. And he
15 is the attesting to the housing inspector who can attest
16 to damages to the house, it isn't up to code and
17 specifically who's responsible for disclosing that
18 particular information.

19 So our position of course was that the inspector had
20 a duty to disclose whether or not there were any --- any
21 (unintelligible) permits with regard to a whole piece of
22 the home. The sunroom that was added which is not up to
23 code. And it's our position that the --- both the
24 inspector and the homeowner should have disclosed this
25 information. But again, we are --- the plaintiff while

1 the defendant appears to be done with their discovery,
2 plaintiff is not.

3 I saw an argument about eight months or whatever,
4 but I will let this Court know that I have actually been
5 out for the past six months due to health complications
6 and I've only been cleared in less than a month. So we
7 are catching back up to speed in terms of our discovery
8 in this case and trying to complete discovery in this
9 case along with depositions and so forth.

10 So our opinion is that the Court allow us to finish
11 the discovery, because of course in accordance with
12 summary judgment, discovery --- discovery has to be
13 completed in order to move forward with that.

14 And again, our position today is that it's not as
15 far as --- (technical difficulty) so we would ask that
16 the Court would hold its decision in abeyance until the
17 discovery is complete, especially since we have
18 outstanding notice of deposition in that matter.

19 THE COURT: Well, much like the other case, this
20 motion --- this --- this motion was actually filed even
21 earlier than the one in the other case that you're
22 referring to. This motion was filed July 26th --- is
23 that the right date?

24 MR. JOHNSON: Yes, Your Honor.

25 (Simultaneous speaking)

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1 THE COURT: Yeah, the motion and memo were filed on
2 the same day, July 26, 2023, some nine months ago. And
3 while the case isn't ---

4 MS. SINGLETARY: Yes, Your Honor.

5 THE COURT: --- on the trial roster. Rule 40
6 provides for cases to be placed on a jury trial roster
7 one year after the (technical difficulty) it were filed.
8 We're now at nearly two years. We're 11 months beyond
9 that. So the rules don't contemplate discovery going on
10 for years and year and years.

11 You know, and --- and like I said with the last
12 case, even if, you know, you are concerned about a --- an
13 impending trial date, you had nine months since this
14 motion was filed to complete that discovery. I mean, the
15 motion is ripe for a hearing ten days after it's filed.
16 We're now nine months beyond the filing ---

17 MS. SINGLETARY: Yes, ma'am. And again, I will
18 reiterate that I was written out of work by my primary
19 healthcare physician for six months, and I'm only getting
20 clear --- it's been less than a month since I've been
21 cleared by my primary care physician. So I was not able
22 to work. I was completely written out of work until
23 such --- until less than a month ago. So I could not
24 respond to what he was talking about --- about the issues
25 in this case until I was released by my medical health

1 professional.

2 THE COURT: I understand. This is nine months
3 later. Nine minus six is three, which still left three
4 months for some discovery to take place. I --- I --- and
5 we can argue back and forth. I'm telling you this Court
6 takes the position that the motion --- or this hearing on
7 the motion is not at all premature. You know, maybe a
8 better argument might have been made --- I don't even
9 know that I would have accepted the argument ten days
10 after the motion was filed, but certainly not nine months
11 after the motion was filed. So I --- I need substantive
12 legal grounds to oppose the motion.

13 MS. SINGLETARY: Okay. The Court relies on the
14 Boykin matter in terms of limits the amount of proceeds
15 that the client would receive. I would steer the Court
16 to Rankin v Dynamic Inspection Services which does not
17 exempt defendant from all liability for any future loss
18 or damage, but it will exclude loss or damage that will
19 not be --- it will exclude loss or damage related to
20 intent or reckless conduct.

21 And it is our position that there was reckless
22 conduct in failing to pull the permit related to that
23 home because in failing to pull the permit, they are
24 essential --- the --- they --- had they pulled the
25 permit, they would have seen that the home was not up to

1 code. And essentially, my client has now purchased a ---
2 a home that is up to code that was not exposed --- that
3 was not --- was --- that information was not revealed to
4 her during the buying process, which now affects her
5 ability to sell the home and the value of the home.

6 So to the extent that opposing counsel is arguing
7 that there should be less --- seeks to be limited only to
8 the amount that --- paid for the inspections services,
9 Rankin v Dynamic Inspections, goes against that.

10 THE COURT: Do you have a citation for that case? I
11 just don't see it.

12 MS. SINGLETARY: Rankin v Dynamic Inspection
13 Services, 2019 SCCP Lexis 7014.

14 THE COURT: Is there any other citation? The
15 Judicial Branch doesn't use Lexis. Is this a reported
16 case?

17 MS. SINGLETARY: It is.

18 THE COURT: Then there should be a Southeastern
19 report or citation and then a South Carolina report or
20 citation.

21 (Simultaneous speaking)

22 MS. SINGLETARY: I'll be happy to ---

23 (Simultaneous speaking)

24 THE COURT: Well, I'd like to look at it while
25 you're talking about it. And I'm trying to ---

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1 MS. SINGLETARY: Okay.

2 THE COURT: --- search Westlaw by the case name and
3 nothing is coming up. That's why I asked.

4 MS. SINGLETARY: Okay. Hold on.

5 THE COURT: Gentleman, if either of you are familiar
6 with the case and have a citation I'll take it ---

7 (Simultaneous speaking)

8 MR. KOUTRAKOS: If you don't mind me chiming in.
9 I --- we --- we were on Westlaw for a long time, we
10 switched over for Lexis for a couple of years. Now we're
11 back on --- on --- on --- on --- on Westlaw. I think
12 that the citation is CP --- I think that's a trial court
13 order that she was able to pull up on --- on Lexis. And
14 so some of those you can pull up on Lexis, some of them
15 you cannot, you know, you cannot pull up, and --- and ---
16 and with Westlaw it's the same thing.

17 So her citation sounded like to me it was a common
18 pleas order, but I'm --- I'm not positive from my
19 recollection of how Lexis works.

20 UNIDENTIFIED SPEAKER: Yeah. Your Honor, I'm
21 looking at Westlaw and I see a case called Tonia Rankin
22 versus Dynamic Inspection Services. This isn't a
23 reported case. It appears that it's currently on appeal
24 and held in abeyance right now.

25 THE COURT: What is that citation?

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1 UNIDENTIFIED SPEAKER: There's no --- so let me see
2 if I can find a Westlaw. I --- I don't think there is a
3 cite is what I'm trying to say.

4 THE COURT: Gotcha.

5 MS. SINGLETARY: (Unintelligible) why is it coming
6 up for me? Tonia Rankin versus Dynamic (technical
7 difficulty).

8 UNIDENTIFIED SPEAKER: Tonia is spelled T-O-N-I-A.

9 THE COURT: Oh, for whatever reason and I don't know
10 the status of this case, but --- and maybe it is because
11 it's a trial court order, but the --- my subscription via
12 the Judicial Branch is denying me access to this
13 document.

14 UNIDENTIFIED SPEAKER: I --- it --- and I can't see
15 any document when I looked it up, Your Honor. There may
16 be a trial court document in there, but I can't see it.

17 MS. SINGLETARY: Okay. Well, I can certainly get it
18 to you immediately afterwards.

19 THE COURT: Well, it looks like something ---

20 (Simultaneous speaking)

21 MS. SINGLETARY: I'm trying to pull it up.

22 THE COURT: --- maybe is pending in the Court of
23 Appeals, because you gave me a 2019 Westlaw citation, but
24 in the search bar it does give me a 2022 --- I guess
25 that's maybe a case number --- case number. Something

1 happened December 30, 2022.

2 UNIDENTIFIED SPEAKER: Okay.

3 THE COURT: So ---

4 MS. SINGLETARY: I can update it immediately ---

5 (Simultaneous speaking)

6 MS. SINGLETARY: --- Your Honor.

7 THE COURT: Let's move on with the remainder of your
8 argument. Or maybe I had --- maybe you were finished. I
9 know I interrupted you.

10 MS. SINGLETARY: I would ask that the --- to the
11 extent that there is a request for a declaratory judgment
12 and how much is actually given, I would ask that that be
13 held in abeyance --- that would be something possibly to
14 deal with a directed verdict as opposed to summary
15 judgment as far as the amount. That's all I have as
16 to --- as to home one inspection.

17 THE COURT: Okay. What about his argument regarding
18 this being a negligence claim rather than a breach of
19 contract or some other form of action?

20 MS. SINGLETARY: I agree that it could --- it is a
21 possible contract claim and to the extent that there are
22 deficiencies there I would ask that the Court allow the
23 plaintiff to, I guess, amend her complaint to address
24 that issue.

25 THE COURT: Okay. Thank you, ma'am. Mr. Johnson.

1 MR. JOHNSON: Yes, Your Honor, just briefly in
2 response, obviously I would object to any, you know,
3 amendment at this stage. I --- like I said earlier, I
4 filed this motion in July of 2023 with my memorandum and
5 all exhibits. It's been out there for nine months.

6 And to respond to one, I --- I don't agree to
7 limiting the --- one, I --- I would like to limit the
8 liability to just the --- the price paid for the home
9 inspection agreement itself. And I don't want to agree
10 to any sort of language that would expose my client to
11 any other liability outside of that. And I just want to
12 make that clear on the record.

13 And then to address the permitting situation that
14 Ms. Singletary discussed, again, this is from Exhibit A
15 paragraph four of the inspection agreement signed by
16 plaintiff, signed by my client: Inspector does not
17 perform repairs, therefor inspector does not provide any
18 guarantee or warranty of repairs performed by others
19 prior to, simultaneous with, or subsequent to the
20 inspection.

21 And again, client agrees and understands that this
22 is not a code compliance inspection for city, county,
23 state, or Federal Building codes, construction standards
24 or regulations of any kind.

25 So these allegations related to permits being pulled

1 and be --- the addition not being to code, those are all
2 things outside of the scope of the inspection and don't
3 apply to my client here.

4 So, again, Your Honor, I ask that you grant summary
5 judgment in my client's favor and dismiss all claims
6 against it. And in the alternative that you limit the
7 liability and damages in this case to the price paid for
8 the inspection agreement itself, \$315.

9 Thank you, Your Honor.

10 THE COURT: Okay. I'm going to grant Home
11 Inspection One's motion for summary judgment from this
12 should have been a --- looks like a breach of contract
13 action or something else. The only duty alleged by
14 plaintiffs arises out of this contract with Inspection
15 One. There's also the economic loss rule, et cetera, et
16 cetera. A number of reasons why --- and --- and amending
17 the complaint at this stage would not be appropriate. In
18 fact, that is --- that is generally not appropriate on a
19 motion for summary judgment when there is a --- a motion
20 to dismiss pursuant to generally 12(b)(6) than the
21 parties pursuant to that Skydive Myrtle Beach case. You
22 know, the plaintiff, not the parties.

23 Plaintiff gets the opportunity to amend, but, you
24 know, this complaint was filed in 2022. This is not a
25 motion to dismiss. We are at the summary judgment stage

1 and we would never dispose of cases if plaintiffs could
2 fix things on summary judgment by amending the pleadings
3 to --- to figure out a viable claim.

4 So the --- that motion for summary judgment is
5 granted and I'll ask Mr. Johnson so submit a proposed
6 order for my signature.

7 Now, we'll move on to Sunsetter Properties' motion
8 for sum --- motion to dismiss and for summary judgment.

9 MR. KOUTRAKOS: Yes, Your Honor. May it please the
10 Court. Demetri Koutrakos here on behalf of defendant
11 Sunsetter Properties. It is a motion dismiss and a
12 motion for summary judgment.

13 Mr. Johnson kind of went through some of the facts.
14 I want to just fill in a little bit more. In 2000 --- in
15 2018, my client purchased this property. It was vacant,
16 it contained a sunroom and the porch. And you might be
17 saying, why is the sunroom and the porch a big deal?
18 Will be --- we don't think it's a big deal but it ---
19 it'll become (unintelligible) later.

20 In 2019, the plaintiff --- the plaintiffs wound up
21 purchasing the --- the property from my client. During
22 my client's ownership of the property, he made some
23 repairs, some painting, some light fixtures, replace ---
24 a light fixture replacements, a new roof, new kitchen
25 appliances and landscaping.

1 None of that work requires a permit except the roof
2 which the roofer got. On March 16, 2019, my client and
3 the plaintiff entered into a contract. The contract
4 allowed for an inspection report. Much has already been
5 said about that today.

6 In addition, there's a disclosure form that --- that
7 is signed by the sellers. And my client signed it and
8 say, yeah, no knowledge of any deficiencies or any issues
9 with the property. The inspection report comes out as
10 Mr. Johnson mentioned his prior argument is a thing
11 called a repair addendum. My client made the repairs.

12 The day of closing, there was --- there was some
13 leaks from the kitchen --- from into the kitchen because
14 there was a HVAC condensation line was broken. We think
15 quite frankly the inspector may have done it, but we
16 don't know. My client went in there fixed it. Everybody
17 was happy. Closing takes place May 23, 2019.

18 About three years later this lawsuit's filed. And
19 my client is served --- my client's not served --- my
20 client is an LLC --- my client's 17-year old son was
21 served at home. And we'll talk about --- about that in a
22 second.

23 But the other part of the case is --- other part of
24 my argument is that the plaintiffs have asserted just one
25 claim against my client and that's negligent

1 misrepresentation. And we'll talk more about that in a
2 second.

3 Going back to the service of process, my client was
4 never served. To serve an LLC under rule 4(a)(3), it
5 requires service on an officer, a managing or general
6 agent, or another agent authorized by appointment, or by
7 law to receive service. Right? So you serve a bank ---
8 a bank's probably a bad example, but you serve a
9 corporation, they have a registered agent, you give it to
10 the registered agent.

11 In this case, it's an LLC, Greg Langer, the
12 representative my client is and has always been the
13 registered agent of the company. This process server
14 goes to Greg's house serves a 17-year-old like he was
15 substituted service upon a spouse or something of
16 that --- like that. It's not improper service.

17 And you're saying --- you're probably thinking, Your
18 Honor, (unintelligible) why are you raising now? Well,
19 we raised in our answer. And this is the same argument
20 was raised in our answer. Nothing has been done to
21 correct it. I --- I provided, you know, other than
22 violation of the --- the Rules of Civil Procedure on how
23 to properly serve an LLC, I've cited to Anjer
24 (phonetic) of all things: Service made on the spouse,
25 minor --- minor child or parent of a corporate officer

1 has been held invalid. Likewise, service cannot be made
2 on the spouse or employee of a registered agent or
3 individual with whom a corporation's registered agent
4 resided. You got to serve the person. There's no such
5 thing as a substitute in service under registered agent.
6 So that is our first argument.

7 We move --- yeah, move to dismiss the complaint on
8 that basis. It was raised in the answer. It was raised
9 in --- again, when this motion was filed --- our motion,
10 Your Honor, was filed a couple of weeks after Mr.
11 Johnson's motion. It was actually filed in August of
12 2023. And --- and so nothing's been do correct it. So
13 on that basis, we move to dismiss the complaint.

14 If Your Honor decides not to dismiss the complaint
15 on the basis, I'm going to make my argument on summary
16 judgment on --- on the --- on the primary issues. But
17 before I --- again, I think the rules require me that if
18 I have a problem with the timeliness of an affidavit, I'm
19 required to move to strike.

20 Now, I've done it in writing this morning. And let
21 me tell you what happened. So I filed my motion in
22 August. It was a motion with detailed argument, it's a
23 memorandum of law, basically a motion with a memorandum
24 of a law combined. That's the way I do it. I like to do
25 my work up front. And I filed all the supporting

1 affidavits in August.

2 Sunday evening at --- at --- at 10:14 p.m., I
3 get --- an --- an e-mail comes --- I mean, I --- I don't
4 think I looked at it at 10:14, but late --- late that
5 evening, I see an e-mail come in on the e-filings and ---
6 and it's an opposing affidavit. And --- and --- and as
7 the rural requires --- rule 6(d) requires additional
8 opposing affidavits may be served not later than two days
9 before the hearing. Rule 6(a) says when a period of time
10 prescribed or allowed is less than seven days, which of
11 course two days is less than seven days, intermediate
12 Saturdays, Sundays, and holidays shall be excluded in the
13 computation.

14 And so the --- the --- the 48-hour --- two --- the
15 two-day rural is a short time frame to begin with. But
16 when you do it on a Sunday, and let me tell you what my
17 schedule is. I was in Charleston for a mediation. I
18 left the house at 7:40, and I came home at --- I was home
19 in Columbia a little bit after 9:00. So it gave me
20 absolutely no time, but I did --- I worked late, and I
21 got a reply affidavit. If your client --- excuse me ---
22 if Your Honor for some reason considers that affidavit, I
23 would like for Your Honor to consider my reply affidavit,
24 but it does cause some prejudice and quite frankly,
25 it --- it --- it --- it's --- it's un --- it's unfair on

1 the litigants, it's unfair to my client.

2 So moving forward, the only claim asserted against
3 my client is the claim for negligent misrepresentation.
4 So plaintiff has to show, you know, there's --- there's
5 all the elements of negligent misrepresentation. I'm not
6 going to go through all of them, but the two things that
7 are at issue, and --- and probably three, is that my
8 client had to make a false representation that it had a
9 duty --- it had a duty to make a --- a duty of care to
10 see the --- that the information was communicated
11 truthfully and that plaintiff relied upon the
12 representation.

13 Well, even if that's failed to show any false
14 representation, when I got the complaint, I --- it was
15 unclear to me exactly what was being complained about.
16 And so I sent --- like --- like we typically do, I sent
17 the plaintiff interrogatories and requests for
18 production. And one interrogatory was explained to me so
19 I know how to defend my client, what are you saying are
20 the misstatements, what is the misrepresentation?
21 And --- and there are three of them. And I'm going to go
22 through all three of them, and one of them was already
23 mentioned.

24 Plaintiffs allege that Sunsetter, my client, did not
25 seek permits for the sunroom porch which was an add-on to

1 the property, and did --- and did not have it inspected
2 upon completion. And my clients said, well, I --- I ---
3 I have no idea what she's talking about, because when I
4 bought the --- I bought the property and Sunsetter bought
5 the property, the sunroom and the porch were already
6 there. My client says so in his affidavit. There is
7 pictures of his inspection report when he purchased the
8 property that shows the sunroom and the porch already
9 there.

10 So first of all, whether a house has a sunroom or
11 porch, I'm not sure that's the representation to begin
12 with. But even if it was it's just simply not correct.
13 The sunroom and porch were already there. My client just
14 like any other homeowner has no duty to comb the public
15 records to see if any addition made throughout the
16 house's history, that there's a permit on file. There's
17 no obligation for anybody to do that. When you sell a
18 house, hey, make sure --- imagine a real estate agent
19 telling a seller go to Richland County or City of
20 Columbia and make sure every addition to your house going
21 back to the 1940s or whatever, had a permit. There's no
22 duty, there's no obligation to do any of that even ---
23 even assuming there was a misrepresentation. So my
24 client says that in his affidavit.

25 I get his reply affidavit Sunday evening and so no

1 plaintiff admits that there --- that there's a permit
2 that --- that --- that there was a sunroom, look at his
3 affidavit. And I'll --- I'll --- look at my --- my ---
4 my client's affidavit. And he showed pictures and a
5 drawing of when he purchased the property from the
6 inspection report that clearly shows that there was a
7 sunroom and a porch there.

8 So we're certainly entitled to summary judgment, I
9 guess, on that representation because no representation
10 was made.

11 Another thing was --- the second item was that the
12 hot water heater was --- was replaced when it had not
13 been replaced. Everybody in this case agrees all
14 communications were made in writing. There was no
15 representation --- representative of my client that my
16 client never spoke to the plaintiff. So the --- the hot
17 water heater is not mentioned in the contract. It's not
18 mentioned in the disclosure statement. It's not
19 mentioned anywhere. My client never made a
20 representation about a hot water heater.

21 The third and final representation is about mold in
22 the house. The disclosure did ask if there were known
23 problems related to toxic mold. My client answered none,
24 because he had no knowledge of --- of toxic mold.
25 Apparently after the closing took place, the plaintiff

1 decided to have an inspection done of the property and
2 months later or six months later, I don't remember the
3 exact time, it --- it found --- it found some mold in the
4 property. And --- and again, my client said none on the
5 disclosure form because they had no knowledge.

6 You know, for a representation to be false, it has
7 to be false when it's made. I've cited in my memorandum
8 it's a Federal District Court opinion, it's the Kallen
9 case, in Kallen v Carr (phonetic). It's a 2015 case in
10 the Federal District Court of Charleston. And in
11 that --- in that case the Carrs were being sued because
12 the plaintiff's asserting that the Carrs misrepresented
13 information about prior repairs and problems with the
14 house by representing that they had no knowledge of such
15 issues on the disclosure statement.

16 And it goes on because they had no knowledge of any
17 current problems with the house, the Carrs argue they did
18 not make any misrepresentations on the disclosure
19 statement..

20 And that court the court made a summary judgment
21 formally. The Court finds the Carr's responses on the
22 disclosure form did not constitute false representation
23 warranting a miss --- negligent misrepresentation claim.
24 To be actionable the representation must be false when
25 made.

1 And the second issue is what reliance can they put
2 on my client saying I have no knowledge of toxic mold
3 when they had a home inspector out there inspecting the
4 home. They had the home inspector said, hey, we
5 don't --- we'll tell you --- you know, we don't cover
6 mold, you recommended to do --- you know, to get another
7 professional to do that. And so it --- it almost appears
8 that we somehow become the guarantors that the house
9 would never had mold.

10 And in fact, when you look at --- when you look at
11 the response to the affidavit, pointing to something that
12 they're moving to strike, but I don't know if Your
13 Honor's going to consider it or not. But --- but it says
14 here that --- she says that --- that --- that the
15 defendant's failure to address the issues itemed in the
16 addendum directly participated mold growth within the
17 plaintiffs' residence.

18 In their affidavit, plaintiff says hey defendant
19 Sunsetter, we had an --- a repair addendum that you were
20 required to make these repairs, you didn't make them
21 without specifying which repairs were not made. And
22 because you didn't make them that led to mold becoming
23 into the house, which of course we could have never made
24 a representation of something that it came onto the
25 premises after we sold the house.

1 And there's other things in her affidavit and my ---
2 and my client in his reply affidavit goes through each
3 one, one by one. And in her affidavit, Ms. --- Ms. Ray
4 says that Sunsetter attempted to negotiate their way out
5 of fulfilling their obligations by proposing alternative
6 arrangements such as offering to install a microwave in
7 exchange for not addressing issues.

8 And so I asked my client, you know, while I was
9 driving to Charleston yesterday about these issues. And
10 he said --- we --- we don't want to put the microwave
11 there. That is what their agent --- the --- the --- the
12 buyer's agent asked us to do.

13 And I produced in his --- in his reply affidavit an
14 e-mail from --- from the plaintiffs' agent saying hey
15 seller, could you please put a microwave there? And my
16 client agreed to do it and did it. And now my client,
17 you know, is being accused of putting a microwave in to
18 somehow cover up some other issues, when the plaintiff
19 real estate agent requested it.

20 So I feel like that their versions of what's ---
21 what's being alleged, and I don't understand what's being
22 alleged that my client did wrong. And quite frankly,
23 my --- my client doesn't understand it, because every
24 time he looks at the issues, the hot water heater, there
25 was no representations made. This microwave issue, there

1 was nothing that was done. The building permit issue,
2 what obligation does the cellar of real property have to
3 check to see if an addition that was put on before they
4 purchased the property was permitted?

5 There is no obligation, there is no affidavit from
6 an expert, there's no case law cited to Your Honor.
7 There's nothing that creates a duty on behalf of the
8 cellar to check for permits of additions or --- or ---
9 or --- or things that have been added to the house that
10 were done before the homeowner purchased property. So
11 there's no representation, there's no reliance.

12 And --- and going back to the issue of the building
13 permits, there's no duty for us to, you know, we didn't
14 make a representation about the building, because --- and
15 that's why this case is confusing and I'm having ---
16 I'm --- I'm --- little bit difficulty chopping through
17 all the issues and discussing them all, because their
18 vain assertions being made about issues and complaints
19 about things not being done without delineating what
20 those things are. And each and every specific item
21 that's been raised, we've been able to show by the --- by
22 the documents that --- that those accusations are
23 provably false or are not representations or are not
24 required as new duty to even do anything about it.

25 So for all those reasons, Your Honor --- and let me

1 back up about I agree with you about discovery. We filed
2 this motion in August, and I don't know why it's taken
3 this long for this hearing to come. I --- I don't know.
4 I know we followed up with the Court a few times. But
5 there was mention of a deposition being noticed.

6 Last night at 11:00, I got some e-mail saying there
7 was a deposition notice served on me --- it was like an
8 affidavit of service. I haven't gotten a deposition
9 notice, no one's checked with me. Plaintiff has done
10 zero discovery in this case other than answering our
11 discovery --- which by the way, a hearing was held and we
12 got those discovery responses for a 9:30 hearing at 3:00
13 in the morning. There's been no discovery done by
14 plaintiff.

15 This --- this --- this motion for summary judgment
16 like the prior motion is --- is --- is ripe for Your
17 Honor's conversation. I'd be happy to answer any
18 questions Your Honor may have.

19 THE COURT: I don't have any. Ms. Singletary.

20 MS. SINGLETARY: Yes, Your Honor. I will start with
21 the whole issue of --- of service in this matter. There
22 is a genuine issue --- genuine issue of material fact
23 with regards to service. Defendant's affidavit says that
24 he was --- that his son was served by a woman and he was
25 not of age. The plaintiffs' affidavit stated clear that

1 he was served by a man and his name was Isaac Wilson and
2 that they were served on the 22-year-old son, by ---
3 the --- the server would not have gotten that information
4 but for the person who he served told him that. And that
5 person, if you look on the affidavit, he claimed that he
6 was the authorized agent with the defendant that he had
7 the authority accept service.

8 Now, for the sake of argument, even if service had
9 not be effectuated properly, the defendant certainly
10 waives this argument in this case when he appeared, and
11 answered, and served discovery, and even filed this
12 motion for summary judgment. He has defended himself as
13 to all claims regarding this matter. And as such he has
14 waived this whole argument about service and whether or
15 not he was served properly.

16 As to the motion to strike, Your Honor, any motions
17 we are supposed to receive ten-days' notice. As to that
18 motion, I did not get ten-days' notice on that motion.
19 That motion should not be argued this morning, because I
20 don't have the proper time period.

21 The other issue with regard to the affidavit and
22 two-day's notice, Rule 56 with regard to affidavits say
23 specifically, two days before ---

24 THE COURT: Hold on.

25 MS. SINGLETARY: --- the hearing.

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1 THE COURT: Hold on. Let me back you up just a
2 second. What motion did you not get ten-days' notice of?

3 MS. SINGLETARY: He filed a motion to strike this
4 morning, the ---

5 THE COURT: Okay.

6 MS. SINGLETARY: --- affidavit.

7 THE COURT: Okay. Just making sure we're on the
8 same page. Okay.

9 MS. SINGLETARY: Okay.

10 THE COURT: Continue.

11 MS. SINGLETARY: So him arguing the motion to strike
12 doesn't give me the opportunity to address that issue.
13 But even assuming that I have to address that issue, rule
14 56 only requires two days. It doesn't say 36 hours, it
15 doesn't say 46 hours, it says two days prior to the
16 hearing. And we met that burden of two days prior to the
17 hearing.

18 Now, the defendant argues about in his affidavit a
19 number of things, but he particularly argues that he
20 admits that he had done all the repairs as required of
21 him. And I guess it's a genuine issue you of material
22 facts, because --- because my client has stated that he
23 has not completed all of the --- of the repairs that was
24 required of him and --- there was a --- a deficiency list
25 that was supposed to be completed and it's outlined and

1 included in her affidavit and both his affidavits.

2 And her position is he did not complete all of the
3 items delineated in the deficiency list. He didn't do
4 it. And he signed the contractual agreement, 9(c)(3) in
5 reliance on him moving forward and still fixing the
6 issues outlined in the deficiency agreement which he did
7 not do. He relied on him to do that in order to move
8 forward with the transaction, and in addition to rely ---
9 you know, he had a duty and responsibility to take care
10 of those things, and he did not.

11 As to the issue of the sunroom, he talks about not
12 having --- he doesn't have a duty to disclose about
13 permits and stuff, but you are required even in your
14 disclosure agreement to talk to or disclose any
15 structural issues even if it's being with code and
16 whatnot, and he did not do that. And he says okay, well
17 I didn't build that structure that's a part of the home,
18 but he purchased it from somebody else, and he even
19 provided these permits showing, you know, how these
20 things were not done.

21 I imagine that he had some knowledge in purchasing
22 the home there was some disclosure there. And but he
23 didn't disclose that to my client at all about the ---
24 about the add-on to the home. That affects the square
25 footage of the home, that affects the --- her ability to

1 resell the home because now she's on notice of this
2 deficiency that her home is un --- you know, that her
3 home, it lacks the appropriate permit, and therefore it
4 affects the value of the home. All those types of things
5 that he had some level of knowledge on, because he
6 purchased the property and there had to be disclosure,
7 and he never said I wasn't aware --- this wasn't
8 disclosed to me from --- from his purchase.

9 Also, Your Honor, going back to what I said, there's
10 a genuine issue of material fact, where he talks about he
11 knew --- where he talks about he had completed
12 everything. My client said clearly he did not. He did
13 not complete everything. He did not outline every ---
14 everything that was included in that report. And that in
15 itself is a genuine issue of material fact that allows us
16 to go forward.

17 And to the extent that he's saying yes, I did, and
18 he's saying no he's not, we know that, you know,
19 deference is given to the plaintiff, and we're looking at
20 this saying in the light most favorable to the --- to the
21 plaintiff.

22 And, you know, we have to take that what she's
23 saying in the summary judgment phase as true. And there
24 is a discrepancy there as to what he actually took care
25 of. You know, he relied on that information in order to

1 move forward and he never fixed it even though he claims
2 he did. He said he did not.

3 So those are issues that are for the trier of facts,
4 the jury, to determine whether or not he actually did
5 what he was supposed to do or not based on this contract
6 and based on the report.

7 THE COURT: Anything further, Ms. Singletary?

8 MS. SINGLETARY: No, that that's --- that's what I
9 have right now.

10 MR. KOUTRAKOS: Your Honor, real --- real briefly, I
11 heard my --- I imagine my client had some knowledge.
12 There had to be some sort of disclosure. That's
13 speculation, there's no evidence at all, it's simply not
14 true. And it sounds like --- remember this is a ---
15 that's why I stressed it. This is a negligent
16 misrepresentation case. Those are the only claims
17 asserted against my client. She's saying these repairs
18 were not completed, but the contract required them to.
19 That --- that's not --- that's not a representation at
20 all. She's not sued us for breach of contract --- for
21 breach of contract. So how can that be a --- a
22 representation? I've not heard one representation,
23 certainly not a --- a negligent misrepresentation or
24 misstatement or a fraudulent rep --- representation.

25 We're relying upon speculation. There had to be a

1 disclosure to my client when he bought the property. I
2 imagine he had some knowledge about they're not being
3 permitted.

4 Again, it's all speculation. She --- there's no
5 facts in the record. There's no genuine issue of
6 material fact on the negligent misrepresentation claims,
7 the only claims asserted against my client and we
8 therefore respectfully request Your Honor grant us
9 summary judgment.

10 THE COURT: Okay. I am granting Sunsetter
11 Properties motion to dismiss pursuant to 12(b)(5) and
12 12(b)(2). They kind of go hand in hand.

13 MR. KOUTRAKOS: Okay.

14 THE COURT: Because without proper service then
15 there is no personal jurisdiction.

16 MR. KOUTRAKOS: Right.

17 THE COURT: Because it appears that the summons and
18 complaint were not served on the defendant for all the
19 reasons set forth by Mr. Koutrakos, this is some
20 purported substitute service that I have an affidavit
21 indicating that --- guy was 17 years old at the time that
22 the process server never even mentioned Sunsetter
23 Properties.

24 He's certainly not an agent, he's not the registered
25 agent by any means. And there's no indications that he's

1 authorized by appointment or by law to receive service of
2 process. So that's thing number one.

3 In the alternative, the Court would nevertheless
4 grant summary judgment. I guess you're handling
5 everything. I'm granting the motion to strike the
6 affidavit filed by plaintiff on Sunday night. Those
7 motions --- the motion to strike you're almost like not
8 in --- almost not entitled to ten-days' notice, because
9 that would undo the whole thing. The whole point of this
10 specific motion to strike, this specific type of motion
11 to strike is --- is by its very nature one to be heard in
12 fewer than ten days.

13 The complaint here is that the affidavit was not
14 timely filed, not two days in advance of the hearing.
15 And so you certainly wouldn't get ten days before a
16 hearing on that motion, because the Court has to decide
17 at the hearing which is less than two days away, whether
18 to consider the affidavit.

19 So I don't think ten-days' notice is contemplated
20 for this very specific type of motion. But to the extent
21 that it should have been ten days, then we won't even
22 call it a motion. I'll just tell you the Court is not
23 considering it because it does not meet the two-day
24 requirement. Ms. Singletary's argument about the two
25 days is well taken, but you got to look at the rule in

1 its entirety including rule 6(a) regarding the
2 computation of time.

3 And so when two days --- I believe --- what it is?
4 Less than two days are --- I don't know, let me see.
5 Hold on. I don't want to misquote it. But on the period
6 of time, prescriber allowed is less than seven days.
7 There you go. You don't count intermediate Saturdays,
8 Sundays, and holidays, the Sunday doesn't count. It
9 needed to be filed by Friday, because it's less than
10 seven days. We're talking about two business days, and
11 Sunday is not a business day.

12 So I will not consider that affidavit, which frankly
13 makes no sense --- now an unopposed motion. All of the
14 evidence before the Court --- and so I'm not --- I'm also
15 not considering the reply affidavit that was filed on ---
16 this morning.

17 MR. KOUTRAKOS: Right.

18 THE COURT: That leaves me back at the motion and
19 memorandum and the affidavit that was filed on August 9,
20 2023. And, you know, with the same reasoning applies to
21 the timing of this motion for summary judgment, it's
22 filed in August, and there's certainly been ample time,
23 and --- and the rule says that you can't rest on the
24 allegation in the complaint, the arguments are counsel
25 aren't evidence. It's an unopposed motion at this point,

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1 but --- and it is a well-supported motion.

2 So for all the reasons set forth in the motion, the
3 motion for summary judgment is granted, and that is
4 secondary or alternative to the Court granting the motion
5 to dismiss.

6 Okay. Thank you folks. I would ask you, Mr.
7 Koutrakos, for a proposed order as well.

8 MR. KOUTRAKOS: Do you want me to submit it via
9 e-filing or e-mail it to Your Honor?

10 THE COURT: E-filing, please.

11 MR. KOUTRAKOS: Okay. All right. It's been ---
12 it's been a long morning, Your Honor.

13 THE COURT: No kidding. And I'm back at 2:00. So
14 I'm going to get off of here with you all and run grab a
15 sandwich.

16 MR. KOUTRAKOS: All right. Thank you.

17 MR. JOHNSON: Thank you, Your Honor.

18 THE COURT: Thank you. Thank you.

19 (PROCEEDINGS CONCLUDED)

20

21

22

23

24

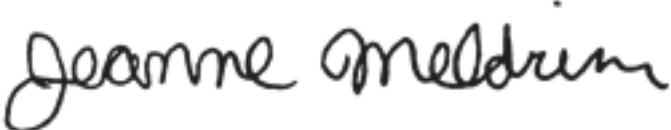
25

CERTIFICATE OF TRANSCRIBER

I, JEANNE MELDRIM, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of CIRCUIT COURT 5 for RICHLAND COUNTY, South Carolina, on the 16th Day of April, 2024.

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

August 16, 2024

A handwritten signature in black ink that reads "Jeanne Meldrim". The signature is written in a cursive, flowing style.

Jeanne Meldrim

Transcriber

AFFIDAVIT OF SERVICE

Case: 2022CP4002713	Court: State of South Carolina County of Richland in the Family Court Fifth Judicial Circuit	County:	Job: 7678388
Plaintiff / Petitioner: Elizabeth and Melvin Ray		Defendant / Respondent: Defendant Sunsetter Properties, LLC) Defendant Nancy Warner agent for) Coldwell Banker Residential Brokerage) Defendant Home Inspection One, LLC) Defendants.	
Received by: The World's Best Legal Services (W.B.L.S)		For: The Singletary Group LLC	
To be served upon: Sunsetter Properties, LLC.			

I, Isaac Wilson, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Sunsetter Properties, LLC., Company: Greg Langjahr, 240 Ammons Lane, Hartsville, , South Carolina 29550
Manner of Service: Business, Sep 22, 2022, 1:22 pm EDT
Documents: 2022CP4002713 SUMMONS AND COMPLAINT.pdf (Received Sep 19, 2022 at 12:00am EDT)

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

Please note this is Chesterfield County

Isaac Wilson 10/20/22
Isaac Wilson Date

The World's Best Legal Services (W.B.L.S)
PO Box 23051
Columbia, SC 29224
8032975744

Subscribed and sworn to before me by the affiant who is personally known to me.

Janice Hough-Rowell
Notary Public
10/20/22 October 20, 2022
Date Commission Expires



party that was served with the request for admission fails to timely respond. *See Scott v. Greenville Hous. Auth.*, 353 S.C. 639, 645-46, 579 S.E.2d 151, 154 (S.C. Ct. App. 2003) (“Whether as previously embodied in prior South Carolina Circuit Court Rule 89 or as currently verbalized in Rule 36, SCRCP, South Carolina has long had the discovery rule that failure to respond to requests for admissions renders any matter listed in the request conclusively admitted for trial”); *Phillips v. Bayless*, No. 2006-UP-379, 2006 WL 7287200, at *3 (S.C. Ct. App. 2006) (affirming the trial court’s bright-line test in deeming the requests admitted for failure to timely respond); *Linda Lundstrum, Inc. v. Jennings*, No. 2005-UP-209, 2005 WL 7083850, at *4 (S.C. Ct. App. 2005) (“Because [the defendant] failed to answer the requests to admit within thirty days of service, the matters contained therein were deemed admitted pursuant to Rule 36, SCRCP”).

Here, the original Requests for Admission to Plaintiffs were served by Home Inspection One via email to Plaintiffs’ counsel on December 19, 2022. (Exhibit A). The Plaintiffs have failed to respond to the Requests for Admission.

As a result, Home Inspection One is therefore entitled to an Order deeming admitted the matters in the Requests for Admission. (Exhibit B).

II. Motion to Compel Responses to Home Inspection One’s First Interrogatories and Requests for Production of Documents to Plaintiffs.

On December 19, 2022, Home Inspection One served its First Set of Interrogatories and Requests for Production on Plaintiffs. (Exhibit A, Exhibit C, and Exhibit D). Responses were due on or before January 18, 2023. No answers to discovery were served by Plaintiffs by that date. On January 25, 2023, counsel for Home Inspection One sent an email to Plaintiffs’ counsel seeking an update on the status of the discovery responses. (Exhibit E). Counsel for Home Inspection One then followed up again with a formal Rule 11 Letter to Plaintiffs’ counsel via email on January 31, 2023. (Exhibit F). To date, no response to the discovery have been served by Plaintiffs.

As a result, Home Inspection One asks this Court to grant an Order to Compel Plaintiffs to respond to its discovery. These responses are necessary in order for Home Inspection One to prepare for alternative dispute resolution and trial.

Pursuant to Rule 11, SCRCP, the undersigned affirms he has communicated in writing with opposing counsel and has attempted in good faith to resolve the matter contained in this motion. The undersigned certifies that further consultation would serve no useful purpose, and Home Inspection One now seeks the assistance of the Court.

Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 3 day of April, 2023
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	CIVIL ACTION NO.: 2022-CP-40-02713
)	
ELIZABETH AND MELVIN RAY)	
)	
Plaintiffs,)	
	)	DEFENDANT HOME INSPECTION
vs.	)	ONE, LLC'S FIRST SET OF
	)	REQUESTS FOR ADMISSION TO
SUNSETTER PROPERTIES, LLC,	)	PLAINTIFFS
NANCY WARNER AGENT FOR)	
COLDWELL BANKER RESIDENTIAL)	
BROKERAGE, AND HOME)	
INSPECTION ONE, LLC)	
)	
Defendants.)	

TO: REAGAN SINGLETARY, ESQUIRE, ATTORNEY FOR PLAINTIFFS:

NOW COMES Defendant Home Inspection One, LLC (“Home Inspection One”), by and through its undersigned counsel and hereby requires Plaintiffs Elizabeth Ray and Melvin Ray (“Plaintiffs”), within thirty (30) days after service hereof, to answer the Requests for Admission hereinafter set forth in accordance with Rule 36 of the South Carolina Rules of Civil Procedure:

DEFINITIONS

The following definitions apply to each of the Requests for Admission set forth below, and are deemed to be incorporated herein:

- A. **“Complaint”** shall mean the Complaint filed by Plaintiffs, which is presiding in the Richland County Court of Common Pleas with civil action number 2022-CP-10-03710.
- B. The **“Property”** shall mean the property described in the Complaint, which is further identified as 901 Valhalla Drive, Columbia, South Carolina 29229.
- C. The term **“Report”** shall mean the Home Inspection Report prepared by Home Inspection One for Plaintiffs on April 3, 2019 on the Property.

D. The term “**Agreement**” shall mean the Inspection Agreement entered into between Home Inspection One and Plaintiffs related to the home inspection performed on the Property.

REQUESTS FOR ADMISSION

1. Admit that Plaintiffs entered into the Agreement with Home Inspection One to perform the home inspection at the Property, which is attached herein as “Exhibit A.”
2. Admit that Home Inspection One inspected the home and provided Plaintiffs with its Home Inspection Report, which is dated April 3, 2019 and enclosed herein as “Exhibit B.”

Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 19th day of December, 2022
Mount Pleasant, South Carolina

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of **DEFENDANT HOME INSPECTION ONE, LLC'S FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFFS** upon all parties to this matter via U.S. Mail and/or Electronic Mail to the following:

Reagan Singletary, Esq.
The Singletary Group
327 Great North Road
Columbia, SC 29223

Attorneys for Plaintiffs

Demetri K. Koutrakos, Esq.
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite #200
P.O. Box 1390
Columbia, SC 29202-1390

Attorney for Sunsetter Properties, LLC

This 19th day of December 2022.

HALL BOOTH SMITH, P.C.

By: /s/ Bonnie Ellenberger
Bonnie Ellenberger
Legal Assistant

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	CIVIL ACTION NO.: 2022-CP-40-02713
)	
ELIZABETH AND MELVIN RAY)	
)	
Plaintiffs,)	
	)	DEFENDANT HOME INSPECTION
vs.	)	ONE, LLC'S FIRST SET OF
	)	INTERROGATORIES TO PLAINTIFFS
SUNSETTER PROPERTIES, LLC,)	
NANCY WARNER AGENT FOR)	
COLDWELL BANKER RESIDENTIAL)	
BROKERAGE, AND HOME)	
INSPECTION ONE, LLC)	
)	
Defendants.)	

TO: REAGAN SINGLETARY, ESQUIRE, ATTORNEY FOR PLAINTIFFS:

NOW COMES Defendant Home Inspection One, LLC (“Home Inspection One”), by and through its undersigned counsel and hereby requires Plaintiffs Elizabeth Ray and Melvin Ray (“Plaintiffs”), within thirty (30) days after service hereof, to answer the Interrogatories hereinafter set forth in accordance with Rule 33 of the South Carolina Rules of Civil Procedure:

INSTRUCTIONS

- A. Answer in writing, under oath in accordance with Rule 33, SCRCP, the interrogatories included herewith.
- B. In answering these interrogatories, furnish all information in your possession, the possession of your attorneys, and investigators for your attorneys.
- C. If you cannot answer the following interrogatories in full after exercising due diligence to secure the information to do so, state the answer to the extent possible specifying your inability to answer the remainder and state whatever information or knowledge you have concerning the unanswered portion.

D. Each interrogatory is considered continuing, and if you obtain information which renders your answers, or one of them, incomplete or inaccurate, you are obligated to serve amended answers.

DEFINITIONS

A. Insofar as may be applicable, and except as otherwise indicated, the term “**document**” or “**documents**” shall refer to any and all writings and recorded materials, of any kind whatsoever, that is or has been in your possession, control, custody, or of which you have knowledge, whether originals or copies, including but not limited to contracts, documents, notes, rough drafts, interoffice memoranda, memoranda for the files, letters, research materials, correspondence, logs, diaries, forms, bank statements, card files, books of account, journals, ledgers, invoices, blueprints, diagrams, drawings, computer printouts or tapes, reports, surveys, statistical computations, studies, pictures, maps, graphs, charts, minutes, manuals, pamphlets, or books of any nature or kind whatsoever; and all other materials handwritten, printed, typed, mimeographed, photocopied or otherwise reproduced; and slides or motion pictures, television tapes; all mechanical tape recordings or other written or printed matter or tangible things on which words or phrases are affixed.

B. A request to “**cite**” portions or provisions of any document is a request to state, insofar as applicable with reference to such portion or provisions, the title, date, division, page, sheet, change order number, and such other information as may be necessary to accurately locate the portion or provision referenced.

C. The term “**person**” shall include a natural person, partnership, corporation, association, or other group however organized.

D. Whenever a request is made to “**identify**” a person please provide the person’s full name,

address, position with the company, and telephone number. With respect to documents, please provide the bates number associated with the document or other identifying information which will allow such document to be expeditiously located.

E. **“Complaint”** shall mean the Complaint filed by Plaintiffs.

F. The **“Property”** shall mean the property described in the Complaint, which is further identified as 901 Valhalla Drive, Columbia, South Carolina 29229.

INTERROGATORIES

1. Give the names and addresses of persons known to the party or counsel to be witnesses concerning the facts of the case. For each, provide a summary of their knowledge and/or anticipated testimony, and indicate whether or not written or recorded statements have been taken from the witnesses and, if so, who has possession of the same.

2. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the party that relate to the claim or defense in the case.

3. Set forth an itemized statement of all damages you claim to have sustained, and identify which, if any, of those damages you seek to recover from Home Inspection One.

4. Identify all expert witnesses whom you may rely upon at trial. For each such expert, please: (a.) describe the scope of their expected testimony; (b.) provide a summary of their opinions; and (c.) set forth the basis for each opinion.

5. Identify each and every person by name, address, and job title that prepared or participated in preparing the answers to these Interrogatories.

6. Do you contend Home Inspection One made any admissions or statements against interest? If your answer is anything other than an unequivocal “no,” please provide the following information for each such admission or statement: (a.) the substance of the admission or

statement; (b.) the time, date and place it was made; (c.) the name of the person who made it; and (d.) the name, address, and phone numbers of each person present when it was made.

7. Do you contend Home Inspection One personally was negligent or erred in any respect in connection with the Property? If so, (a.) fully describe your contention, (b.) identify all documents you claim evidence and/or support it and (c.) identify all witnesses whom you contend will testify in support of it.

8. If you entered into any settlement agreement, covenant not to execute, assignment, release or other similar document affecting the claims in this case, please: (a.) identify the parties to such document; (b.) provide the terms of such document and (c.) state the consideration provided in connection with the document.

9. Identify all documents evidencing your agreement, contract, or otherwise that Plaintiffs entered into with Home Inspection One in connection with the Property.

10. Identify all documents evidencing your agreement, contract, or otherwise in connection with the purchase of the Property.

11. Describe in detail any improvement, repair, or other construction that was performed on the Property after Plaintiffs purchase.

12. State each fact that supports the allegations of Paragraph 9 of the Complaint, wherein you allege “that reconstruction was done to the home without the County inspecting it to determine if these improvements were up to code.”

13. Describe in detail any improvement, repair, or other construction that was performed on the Property before Plaintiffs purchase.

14. Set forth the names and addresses of all insurance companies which have liability insurance coverage related to the claim and set forth the number or numbers of the policies involved and

the amount or amounts of liability coverage provided in each policy.

15. Have you made any claim with a property insurer regarding the damages you allege in this case? If so, please state when the claim was made, the basis for the claim, the insurance carrier involved, and the outcome of the claim.

16. Have you made any claim with anyone regarding the damages you allege in this case? If so, please state when the claim was made, the basis for the claim, the entity and/or individual involved, and the outcome of the claim.

17. Have you ever been a party to a lawsuit? If so, please: (1.) describe the nature of such lawsuit/claim, (2.) state the court in which the lawsuit/claim was filed, and (3.) describe the outcome of the lawsuit/claim.

18. List your usernames and/or provide a link to your profiles on Facebook, Instagram, Myspace, Tiktok, Visco, Twitter, LinkedIn and/or other similar social networking platforms.

19. Have you ever made a posting of any type or nature whatsoever on any electronic message board concerning the Incident, your alleged damages, and/or this lawsuit? If so, provide a printout of such posting and/or provide a link to the same.

20. If you deny or in any way qualify your responses to the Requests to Admit produced herewith, please explain fully the basis for your denial and/or qualification and produce all evidence your rely upon for the denial and/or qualification.

(signature page to follow)

Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 19th day of December, 2022
Mount Pleasant, South Carolina

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of **DEFENDANT HOME INSPECTION ONE, LLC'S FIRST SET OF INTERROGATORIES TO PLAINTIFFS** upon all parties to this matter via U.S. Mail and/or Electronic Mail to the following:

Reagan Singletary, Esq.
The Singletary Group
327 Great North Road
Columbia, SC 29223

Attorneys for Plaintiffs

Demetri K. Koutrakos, Esq.
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite #200
P.O. Box 1390
Columbia, SC 29202-1390

Attorney for Sunsetter Properties, LLC

This 19th day of December 2022.

HALL BOOTH SMITH, P.C.

By: /s/ Bonnie Ellenberger
Bonnie Ellenberger
Legal Assistant

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	CIVIL ACTION NO.: 2022-CP-40-02713
)	
ELIZABETH AND MELVIN RAY)	
)	
Plaintiffs,)	
	)	DEFENDANT HOME INSPECTION
vs.	)	ONE, LLC'S FIRST SET OF
	)	REQUESTS FOR PRODUCTION TO
SUNSETTER PROPERTIES, LLC,	)	PLAINTIFFS
NANCY WARNER AGENT FOR)	
COLDWELL BANKER RESIDENTIAL)	
BROKERAGE, AND HOME)	
INSPECTION ONE, LLC)	
)	
Defendants.)	
)	

TO: REAGAN SINGLETARY, ESQUIRE, ATTORNEY FOR PLAINTIFFS:

NOW COMES Defendant Home Inspection One, LLC (“Home Inspection One”), by and through its undersigned counsel and hereby requires Plaintiffs Elizabeth Ray and Melvin Ray (“Plaintiffs”), within thirty (30) days after service hereof, to respond to the Requests for Production hereinafter set forth in accordance with Rule 34 of the South Carolina Rules of Civil Procedure:

INSTRUCTIONS

- A. Answer in writing, under oath in accordance with Rule 34, SCRCF, the interrogatories included herewith.
- B. In responding to these requests, produce all documents and things in the responding party’s possession and control or can be obtained upon reasonable inquiry of persons within the responding party’s control, including, but not limited to, documents and things in the possession, custody, or control of the responding party’s attorneys, independent accountants, directors, trustees, officers, employees, or agents, or any person acting on behalf of or in concert with the responding party or with any of these persons, and not merely documents and things from the

responding party's personal files, records, or facilities.

C. If the responding party cannot respond to any of the following requests in full, respond to the extent possible, specifying the reasons why the responding party is unable to respond in full, and provide whatever information the responding party has concerning the unprovided documents, or portions thereof, including, but not limited to, the sources or sources from which the documents or portions thereof may be obtained.

D. If documents requested are not reasonably available to the responding party in precisely the form requested, or for the particular date or period specified, but could be produced in a modified form and/or for a slightly different date or period, then the responding party is requested to respond to that request in such modified form or for such different date or period.

E. If any document that is responsive to a request is no longer complete or has been altered, state in what respect the document is incomplete or altered and explain the reasons therefore. If any such document is no longer in existence or no longer in the responding party's possession, custody, or control, state the disposition which was made of the document, the reasons for such disposition, the date of the disposition, the identity of the person or persons ordering, authorizing, and/or supervising such disposition, the substance or contents or the nature of the document disposed of, and the identity of all persons having knowledge of such document.

F. If any document is or will be withheld because of a claim of privilege or work product or is not produced for any reason other than prior destruction, that document is to be identified as follows:

- (1.) Identify the author of the document;
- (2.) Identify each person to whom the document indicates the original or a copy thereof was sent, and any others who at any time possessed the document;
- (3.) State the date of the document;

- (4.) State the number of pages, attachments, and appendices;
- (5.) State the name, title and address of the present custodian of the document;
- (6.) Describe the subject matter of the document, or portion thereof for which privilege is claimed; and
- (7.) State the basis on which the privilege is or will be claimed or the reason asserted for non-production.

G. Each document sought to be produced by this request shall be produced in and with the file folder and other documents in which such document was located when this request was served.

H. Documents shall be produced in the condition and order of arrangement in which they existed when this request was served and shall not be shuffled or otherwise rearranged when produced.

DEFINITIONS

A. Insofar as may be applicable, and except as otherwise indicated, the term “**document**” or “**documents**” shall refer to any and all writings and recorded materials, of any kind whatsoever, that is or has been in your possession, control, custody, or of which you have knowledge, whether originals or copies, including but not limited to contracts, documents, notes, rough drafts, interoffice memoranda, memoranda for the files, letters, research materials, correspondence, logs, diaries, forms, bank statements, card files, books of account, journals, ledgers, invoices, blueprints, diagrams, drawings, computer printouts or tapes, reports, surveys, statistical computations, studies, pictures, maps, graphs, charts, minutes, manuals, pamphlets, or books of any nature or kind whatsoever; and all other materials handwritten, printed, typed, mimeographed, photocopied or otherwise reproduced; and slides or motion pictures, television tapes; all mechanical tape recordings or other written or printed matter or tangible things on which words or phrases are affixed.

- B. A request to “**cite**” portions or provisions of any document is a request to state, insofar as applicable with reference to such portion or provisions, the title, date, division, page, sheet, change order number, and such other information as may be necessary to accurately locate the portion or provision referenced.
- C. The term “**person**” shall include a natural person, partnership, corporation, association, or other group however organized.
- D. Whenever a request is made to “**identify**” a person please provide the person’s full name, address, position with the company, and telephone number. With respect to documents, please provide the bates number associated with the document or other identifying information which will allow such document to be expeditiously located.
- E. “**Complaint**” shall mean the Complaint filed by Plaintiffs.
- F. The “**Property**” shall mean the property described in the Complaint, which is further identified as 901 Valhalla Drive, Columbia, South Carolina 29229.
- G. The “**Sale**” means your purchase of the Property.

REQUESTS FOR PRODUCTION

1. Produce a copy of your entire file relative to the Sale and the Property.
2. Produce a copy of your entire file and all documentation related to Home Inspection One’s inspection of the Property. Including, but not limited to, any correspondence, emails, agreements, contracts, home inspection reports, or any other documentation related to Home Inspection One.
3. All documents in your possession which relate to, evidence, and/or summarize any repair that has been quoted, bid, estimated, and/or performed on the Property, including, but not limited to, final versions, drafts, partial copies, completed copies, hardcopies, electronic copies, highlighted copies and/or marked up copies of all contracts, plans, bid documents, delivery

records, bills of lading, specifications, bulletins, requests for information, responses to request for information, change orders, purchase orders, invoices, bonds, field reports, inspection reports, quality control records, pay records, pay applications, proposals, submittals, scopes of work, value engineering records, development records, notes, shop drawings, layouts, correspondence, letters, emails, facsimiles, transmittals, telephone logs, manufacturers' literature, manufacturers' instructions, punch lists, warranty requests, engineering reports, certificates of occupancy, certificates of substantial completion, meeting minutes, agenda, memoranda, daily logs, daily reports, permits, schedules, phasing records, permit applications, testing records, accounting records, warranties and any other documents which reflect, document or discuss the circumstances surrounding the Property, the identifies of the parties involved with the Property, the means and methods employed for the Property work, oversight of Property work, the respective scopes of work of those involved with the Property and/or the condition of the Property.

4. All communications (e.g. texts, emails, letters, social media messages) with anyone regarding the condition of the Property, including, but not limited to, Home Inspection One, the home inspector, your real estate agent, any design professional and/or any repair contractor.

5. All documents identified in or used in preparing your responses to Home Inspection One's interrogatories.

6. All documents which reflect, evidence, and/or summarize any effort you took during your due diligence period to evaluate the condition of the Property.

7. All documents reflecting the information available to you regarding the condition of the Property prior to consummation of the Sale.

8. All documents of any type whatsoever which you may or intend to use at trial.

9. All documents obtained in response to subpoenas, FOIA requests or any other open records

request in connection with this action.

10. With regard to any expert witnesses identified in your answers to Interrogatories, please produce the following:

- a.) All documents prepared by the expert;
- b.) All documents which you sent to the expert;
- c.) All documents relied upon by the expert;
- d.) All documents used, consulted or reviewed by the expert;
- e.) All documents setting forth any compensation agreement with the expert; and
- f.) All documents, including a current curriculum vitae, used to establish the expert's qualifications for trial purposes.

11. All sworn and unsworn statements, written or recorded, of any person relating to this action and/or the Property.

12. All final, draft, and partial reports or other documents, including electronic correspondence, regarding, summarizing, evidencing, or related in any way to any actual, proposed or contemplated inspection, review or survey of the condition of the Property, including, but not limited to, those performed by any engineer, home inspector, and/or repair contractor.

13. All documents reflecting any settlements, assignments, covenants, or other agreements affecting the respective rights and obligations of the litigants.

14. All communications with your realtor and/or broker in connection with the Sale, including emails, text messages and/or other messages of any type and nature whatsoever.

(signature page to follow)

Respectfully submitted,

HALL BOOTH SMITH, P.C.

/s/ Connor Johnson

Derek M. Newberry, Esquire, Bar No. 77791
Connor E. Johnson, Esquire, Bar No 103111
111 Coleman Blvd., Suite 301
Mt. Pleasant, SC 29464
Telephone: (843) 720-3460
Facsimile: (843) 606-6536
dnewberry@hallboothsmith.com
cjohnson@hallboothsmith.com
Attorneys for Home Inspection One, LLC

The 19th day of December, 2022
Mount Pleasant, South Carolina

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of **DEFENDANT HOME INSPECTION ONE, LLC'S FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFFS** upon all parties to this matter via U.S. Mail and/or Electronic Mail to the following:

Reagan Singletary, Esq.
The Singletary Group
327 Great North Road
Columbia, SC 29223

Attorneys for Plaintiffs

Demetri K. Koutrakos, Esq.
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite #200
P.O. Box 1390
Columbia, SC 29202-1390

Attorney for Sunsetter Properties, LLC

This 19th day of December 2022.

HALL BOOTH SMITH, P.C.

By: /s/ Bonnie Ellenberger
Bonnie Ellenberger
Legal Assistant

Connor Johnson

From: Connor Johnson
Sent: Tuesday, January 31, 2023 2:03 PM
To: reagan@thesingletarygroup.com
Cc: Derek Newberry; Bonnie Ellenberger
Subject: FW: Ray v. Home Inspection One, et al. [IWOV-chdms.FID140486]
Attachments: Ray - Home Inspection One's Rogs to Pltfs.pdf; Ray - Home Inspection's RPD to Pltfs.pdf; Ray - Home Inspection's RTA to Pltfs.pdf; Exhibit A.PDF; Exhibit B.PDF; Ray - Rule 11 Letter to PI Counsel (1.31.2023).PDF

Reagan:

Following up on the email below, please see the attached correspondence. We have also included the copies of the Requests for Admission, Requests for Production, and Interrogatories for your convenience. We will look forward to hearing back from you soon.

Sincerely,

From: Connor Johnson
Sent: Wednesday, January 25, 2023 10:42 AM
To: reagan@thesingletarygroup.com
Cc: Bonnie Ellenberger <BEllenberger@hallboothsmith.com>; Derek Newberry <DNewberry@hallboothsmith.com>
Subject: FW: Ray v. Home Inspection One, et al. [IWOV-chdms.FID140486]

Reagan:

Following up on our email below. Please let us know when your client can provide responses to the discovery requests attached herein. **Your clients' responses are currently overdue as of January 18, 2023.** This correspondence will serve as our good faith attempt to resolve this dispute subject to Rule 11, SCRPC.

Additionally, please give me a call when you get the chance to discuss this case. I look forward to hearing back from you.

Thanks!

From: Bonnie Ellenberger <BEllenberger@hallboothsmith.com>
Sent: Monday, December 19, 2022 4:28 PM
To: reagan@thesingletarygroup.com; jimkoutrakos@callisontight.com
Cc: Derek Newberry <DNewberry@hallboothsmith.com>; Connor Johnson <connorjohnson@hallboothsmith.com>
Subject: Ray v. Home Inspection One, et al.

Attached you will find Home Inspection One, LLC's First Set of Interrogatories, Requests for Production, and Requests for Admission to Plaintiffs Elizabeth and Melvin Ray. Note – we are serving these Requests electronically only. Please advise should you require a hard copy. If you have any questions, feel free to contact us.

Bonnie Ellenberger

Legal Assistant | Hall Booth Smith, P.C.

O: 843.720.3460 111 Coleman Boulevard, Suite 301
D: 843.720.3459 Mount Pleasant, SC 29464



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Connor E. Johnson
Phone: (843) 720-3487
cjohnson@hallboothsmith.com

111 Coleman Boulevard
Suite 301
Mount Pleasant, SC 29464

Office: (843) 720-3460
www.hallboothsmith.com

January 31, 2023

VIA EMAIL:

Reagan Singletary, Esq.
The Singletary Group, LLC
685 Highway 15 South
St. George, South Carolina 29377
reagan@thesingletarygroup.com

Re: **Melvin and Elizabeth Ray v. Home Inspection One, LLC, et al.**
Case No.: 2022-CP-40-02713; Richland County Court of Common Pleas

Dear Reagan:

I hope this letter finds you well. As you know, our law firm represents Home Inspection One, LLC in the above referenced lawsuit. On December 19, 2022, Home Inspection One served its First Interrogatories, Requests for Production, and Requests for Admission on your clients, Melvin and Elizabeth Ray. To date, we have not received any responses to the Interrogatories, Requests for Production, or Requests for Admission. Copy of those discovery requests have been enclosed herein.

As it relates to the Requests for Admission, we now consider those requests admitted pursuant to Rule 36, SCRCF as more than thirty (30) days has passed since these requests were served upon your client. If you disagree with our position in this regard, please let us know the basis of the same.

As it relates to the First Interrogatories and Requests for Production, this correspondence will serve as a subsequent good faith attempt to resolve this dispute pursuant to Rule 11, SCRCF after our email to you on January 25, 2023. Please provide Plaintiffs' responses to Home Inspection One's First Interrogatories and Requests for Production by February 2, 2023, or we will be forced to file a Motion to Compel with the Court.

We look forward to hearing back from you soon.

Sincerely,

Connor E. Johnson

MOUNT PLEASANT, SC

ALABAMA | FLORIDA | GEORGIA | NEW JERSEY | NEW YORK | NORTH CAROLINA

After considering the motions and their exhibits submitted, the documents filed with the Court in support of the motions, and the arguments made at the hearing, (1.) Defendant Home Inspection One's Motion to Deem Admitted the matters in Home Inspection One's First Set of Requests for Admission to Plaintiffs, (2.) Defendant Home Inspection One's Motion to Compel Plaintiffs to respond to Home Inspection One's First Set of Interrogatories and First Set of Requests for Production to Plaintiffs, and (3.) Defendant Sunsetter Properties Motion to Compel Plaintiffs to respond to Sunsetter Properties First Set of Interrogatories and First Set of Requests for Production to Plaintiffs are hereby GRANTED.

Plaintiffs shall serve complete answers and responses, including the requested documentation, on Defendants no later than thirty (30) days after the filing of this Order. If Plaintiffs are unable to locate responsive documents after a good faith inquiry and attempt to do so, Plaintiffs shall so state in their answers and responses. Defendant Sunsetter Properties specifically requested that Plaintiffs be ordered to pay reasonable attorney's fees associated with its Motion to Compel. The Court will hold its ruling on Defendant Sunsetter Properties request for attorney's fees in abeyance at this time.

CONCLUSION

For the reasons stated herein, it is hereby ORDERED that (1.) Defendant Home Inspection One's Motion to Deem Admitted the matters in Home Inspection One's First Set of Requests for Admission to Plaintiffs, (2.) Defendant Home Inspection One's Motion to Compel Plaintiffs to respond to Home Inspection One's First Set of Interrogatories and First Set of Requests for Production to Plaintiffs, and (3.) Defendant Sunsetter Properties Motion to Compel Plaintiffs to respond to Sunsetter Properties First Set of Interrogatories and First Set of Requests for Production to Plaintiffs are GRANTED.

IT IS SO ORDERED

This day of June, 2023
Columbia, South Carolina

The Honorable Clifton B. Newman



Richland Common Pleas

Case Caption: Elizabeth Ray , plaintiff, et al vs Sunsetter Properties Llc , defendant,
et al
Case Number: 2022CP4002713
Type: Order/Other

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2023-07-24 14:43:08 page 4 of 4