

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

RECEIVED

AUG 30 2017

SC Court of Appeals

Appellate Case No. 2016-002552

Walter L. Pepperman, II, and T. Ann Pepperman,

Appellants,

v.

Henry H. Edwards, and Pamela J. Edwards,

Respondents.

RECORD ON APPEAL

Walter L. Pepperman II
T. Ann Pepperman
165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978
Appellants, Pro Se

Henry H. Edwards
Pamela J. Edwards
2081 Red Radford Road
Campobello, SC 29322
(864) 381 3928
Respondents, Pro Se

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STATE OF SOUTH CAROLINA

2015CV4210106057
CIVIL CASE NUMBER

COUNTY OF SPARTANBURG

ORDER OF FINAL
DISPOSITION

Walter L Pepperman II
165 Old Melvin Hill Rd
Campobello, SC 29322
(864) 592-2978

T Ann Pepperman
165 Old Melvin Hill Rd
Campobello, SC 29322

PLAINTIFF(S)

Vs

Henry H Edwards
2081 Red Radford
Rd
Campobello, SC
29322

Pamela Edwards
2081 Red Radford Rd
Campobello, SC 29322

DEFENDANT(S)

IT IS ORDERED that the above referenced civil case 2015CV4210106057 shall reflect a final disposition of:

on

— See attached Order —

IT SO ORDERED

JUDGE

Spartanburg County
Spartanburg Magistrate
180 Magnolia Street Spartanburg County Judicial Center
Spartanburg, SC 29306
Phone: (864) 596-2564 Fax: (864) 596-3622

May 13, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)
SPARTANBURG MAGISTRATE COURT
2016 MAY 13 PM 3:15

Walter L. and T. Ann)
Pepperman, II,)
PLAINTIFFS,)

VS.)

Henry H. and Pamela J.)
Edwards,)
DEFENDANTS.)

ORDER

CASE NO. 2015CV4210106057

This matter came to be heard on November 30, 2015, upon Complaint of the Plaintiffs. The Plaintiffs allege a leaking roof in a barn or shed that is not attached to the main dwelling. The cost to repair the roof was \$2,000.00.

The Defendants were properly served with the pleadings. The Defendants filed their Answer denying the allegations of the Complaint and asserting a Counterclaim. The Counterclaim alleges the Defendants sold a residence in Charleston, S.C., to the Plaintiffs as part of the overall transaction. Defendants allege numerous deficiencies and contract violations. Plaintiffs denied the allegations in the Counterclaim.

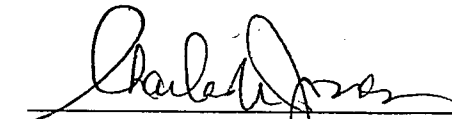
The transaction involving the residence in Spartanburg County was subject to the Residential Property Condition

Disclosure Statement. This Statement indicated the roof was 10 years old and should not leak. In fact, the roof on the residence did not leak; only the roof on the outbuilding. I find the Statement does not apply to any outbuildings, only the residence itself. Therefore, I find for the Defendants on the Complaint and award no damages to Plaintiff.

The Counterclaim by Defendants listed several items that they alleged were breached by the Plaintiffs. I find no merit in these complaints and find for the Plaintiffs on the Counterclaim. Neither party prevails.

AND IT IS SO ORDERED.

April 29, 2016



Charles W. Jones, Judge
Spartanburg Magistrate Court

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE COURT

2016-CP-42-1952

Walter L. and T. Ann)
Pepperman, II,)

PLAINTIFFS,)

VS.)

Henry H. and Pamela J.)
Edwards,)

DEFENDANTS.)

RETURN

CASE NO. 2015CV421010607

2016-CP-42-1952

CLERK OF COURT
SPARTANBURG COUNTY
2016 JUL 29 PM12:19
M. HOPE BLACKLEY

This matter came to be heard on November 30, 2015, upon Complaint of the Plaintiffs. The Plaintiffs allege a leaking roof in a barn or shed that is not attached to the main dwelling. The cost to repair the roof was \$2,000.00.

The Defendants were properly served with the pleadings. The Defendants filed their Answer denying the allegations of the Complaint and asserting a Counterclaim. The Counterclaim alleges the Defendants sold a residence in Charleston, S.C., to the Plaintiffs as part of the overall transaction. Defendants allege numerous deficiencies and contract violations. Plaintiffs denied the allegations in the Counterclaim.

The transaction involving the residence in Spartanburg County was subject to the Residential Property Condition

FILED
SPARTANBURG
MAGISTRATE COURT
2016 JUL 28 PM 4:25

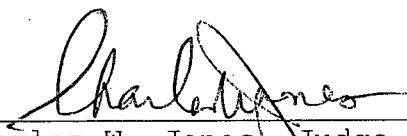
Disclosure Statement. This Statement indicated the roof was 10 years old and should not leak. In fact, the roof on the residence did not leak; only the roof on the outbuilding. I found the Statement does not apply to any outbuildings, only the residence itself. The testimony of the repair contractor was that he could not duplicate the leak without blasting the roof with high pressured water at a particular angle. Therefore, I found for the Defendants on the Complaint and awarded no damages to the Plaintiff.

The Counterclaim by Defendants listed several items that they alleged were breached by the Plaintiffs. I found no merit in these complaints and found for the Plaintiffs on the Counterclaim. I found that neither party should prevail because both failed to prove their cases by a preponderance of the evidence.

A CD of the proceeding is attached to this Return.

Respectfully submitted,

July 25, 2016


Charles W. Jones, Judge
Spartanburg Magistrate Court

CLERK OF COURT
SPARTANBURG COUNTY
2016 JUL 29 PM 12:19
M. HOPE BLACKLEY

2016 JUL 28 PM 4:25

FILED
SPARTANBURG
MAGISTRATE COURT

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL COURT

Walter L. Pepperman II, et al,
Appellant

v.

Henry H. Edwards, et al,
Appellee

**ORDER AFFIRMING THE HOLDING
OF THE MAGISTRATE JUDGE**

IN RE:

Walter L. Pepperman II, et al,
Plaintiff

Case No. 2016-CP-42-1952

v.

Henry H. Edwards, et al,
Defendant

Date
Judge
Attorney for Appellant
Attorney for Appellee
Court Reporter

23 August 2016
R. Keith Kelly
Pro Se
Pro Se
Margaret Woods

BACKGROUND

This matter comes before the Court by way of an appeal from a bench trial held in the Magistrate Court for the County of Spartanburg, State of South Carolina on November 30, 2015, the Honorable Charlie Jones presiding.

This matter arose from a dispute over a roof leak. According to the facts as alleged by the parties, Appellant Pepperman and his wife purchased a property from Appellees. The property included a home and a detached barn. According to Appellants, the roof of the barn leaked with the "first driven rain" that they experienced there. Appellants sued Appellees on a latent defect claim. Appellees counterclaimed against Appellants. At trial, the Magistrate Court held, in its discretion, that neither party had proven its case. Thus, the trial judge held in favor of Appellees on the original claim, and in favor of Appellants on the counterclaim. Final disposition was issued on or about May 13, 2016. Appellant wrote and filed the notice of civil appeal to this Court with the Clerk of Court on May 23, 2016. The trial court's return was filed on July 29, 2016, following Appellant's notice of appeal in the instant matter.

STANDARD OF REVIEW

Appeals from the Magistrate Courts are to the Circuit Courts of this state. *SC Code Ann Sec. 18-7-10 (Supp 2015)*. The Circuit Court is empowered to correct errors of law or fact when sitting as the appellate court. *S.C. Code Ann Sec. 18-7-170 (Supp 2015)*. However, the reviewing court is not required to disregard the findings of the trial court judge who saw and heard the witnesses and was in a better position to evaluate the testimony.

ANALYSIS

Pursuant to S.C. Code Ann. § 27-50-10(2), "'Disclosure statement' means a residential property condition disclosure statement written on a form as required by this article and promulgated by regulations of the commission." A "[r]eal estate contract" means a contract for the transfer of ownership of real property. S.C. Code Ann. § 27-50-10(6). Further, "[r]eal property" means the lot or parcel and the dwelling unit described in a real estate contract subject to this article. S.C. Code Ann. § 27-50-10(8). S.C. Code Ann. § 27-50-20 states that the article applies to the

following transfers of residential real property consisting of at least one but not more than four dwelling units: (1) sale or exchange; (2) installment land sales contract; or (3) lease with an option to purchase contract.

As laid out in the aforementioned code sections, the Residential Property Condition Disclosure Statement applies to the lot or parcel and the dwelling unit described in the contract. The real estate contract may include barns, outbuildings, or other structures, but those are not included in the Disclosure Statement since they are not categorized as a dwelling unit. The General Assembly enacted these statutes to protect persons in regard to their home or dwelling, but no protection is made as to a barn or outbuilding. As such, Appellants cannot claim protection under the Code. Appellants do not raise errors of law or fact, and this Court may not conduct a de novo hearing. The holdings of the Magistrate Court are affirmed.

CONCLUSION

Appellants fail to meet the requisite standard for this Court to overturn the holdings of the Magistrate Court. Thus, Appellants' appeal is dismissed, and the disposition rendered by the trial judge is affirmed.

IT IS SO ORDERED.



Spartanburg Common Pleas

Case Caption: Walter L Pepperman II , plaintiff, et al VS Henry H Edwards ,
defendant, et al
Case Number: 2016CP4201952
Type: Order/Other

It is so Ordered.

s/ R. Keith Kelly - 2165

Electronically signed on 2016-09-09 10:55:40 page 4 of 4

A CERTIFIED COPY
M. Hope Blackery
CLERK OF COURT
SPARTANBURG COUNTY
BY: Margaret M. Blackery D.C.
DATED: 9-12-16

filed 8/3/15

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Walter L and T. Ann Pepperman II

PLAINTIFF

165 Old Melvin Hill Road

STREET ADDRESS

Campobello, SC 29322

CITY, STATE ZIP

864 592 2978

TELEPHONE

VS.

Henry H. and Pamela J. Edwards

DEFENDANT(S)

2081 Red Radford Road

STREET ADDRESS

Campobello, SC 29322

CITY, STATE ZIP

TELEPHONE

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

COMPLAINT

I, Walter L. and T. Ann Pepperman II, the plaintiff in this civil action do make the following claims:

1. I believe the defendant, Henry H. and Pamela J. Edwards, is a resident of Spartanburg County, and resides at 2081 Red Radford Road which is within Judge _____'s magisterial jurisdiction or this Complaint is properly filed in Spartanburg County.

2. I make this complaint on the following:

See attached supplement. (Attach supplement if necessary)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$ 2,000 and/or other relief as below requested:

including any costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: AUGUST 3, 2015

Signature of Plaintiff (or his attorney)

WALTER L. PEPPERMAN II
T. ANN PEPPERMAN
165 OLD MELVIN HILL ROAD
CAMPOBELLO, SC. 29322

Supplement To Complaint

1. On March 18, 2014, plaintiffs and defendants entered into a written agreement whereby plaintiffs agreed to buy and defendants agreed to sell certain residential real property located at 165 Old Melvin Hill Road, Campobello, S.C. 29322, which consisted of a house, barn, and 15 + acres of land.

2. In connection with the required disclosure underlying that agreement and which became part thereof, defendants represented that there were no roof defects.

3. Settlement occurred on December 29, 2014, and plaintiffs re-located to the property on January 29, 2015.

4. Thereafter, in mid-April, 2015, after a particularly hard rain, plaintiffs discovered that the roof of the barn leaked in multiple places.

5. Subsequent inspection revealed that the barn roof shingles had been installed incorrectly, causing the multiple leaks, which gave the appearance of being longstanding.

6. In order to stop the leaks, the barn roof had to be replaced at a cost of \$2,000.

7. Defendants are liable to plaintiffs for the cost of these repairs because of their misrepresentation that there were no roof defects, which constituted a material breach of the agreement.

8. On information and belief, defendants were their own contractor in the construction of the barn, and they are the ones who installed the roof shingles incorrectly.

WHEREFORE, plaintiffs respectfully request that judgment be entered in their favor and against defendants in the amount of \$2000, plus interest as appropriate and all of the costs of this action.



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article I requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: DJG Seller _____ Date 5/9/12 Buyer TAP Date 5/17/13
Rev. 1/04/11

Page 1 of 4 Form 230

Phone:

Fax:

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035

www.zipform.com

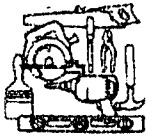
AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:

	Yes*	No Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ <u>HARDI BOARD</u> b. Approximate age of structure <u>10 yrs</u>	☐	☒
2. Roof (leakage or other problem)? a. Approximate age of roof covering <u>10 yr</u>	☐	☒
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	☐	☒
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	☐	☒
5. Plumbing system (pipes, fixtures, water heater, etc)?	☐	☒
6. Heating and/or air conditioning? a. Heat source: furnace ___ heat pump <u>2</u> baseboard ___ b. Cooling source: central ___ wall/window unit(s) ___ c. Fuel source: electricity <u>✓</u> natural gas ___ propane ___ oil ___ d. Approximate age of heating unit <u>10 yr</u> /cooling unit <u>10 yr</u>	☐	☒
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/county ___ community system ___ private well <u>✓</u> b. water pipes are: copper ___ galvanized ___ PVC/CPVC ___ polybutylene ___	☐	☒
8. Septic system? a. Type system: septic tank <u>✓</u> community system ___ connected to city/county system ___ city/county system available ___ b. Does the system require a pump? Yes ___ No <u>✓</u> c. Has the septic system been serviced/pumped during your ownership?	☐	☒
9. Appliances (range/oven, attached micro-wave, hood/fan, dishwasher, disposal, etc)?	☐	☒
10. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ___ No <u>✓</u>	☐	☒
11. Drainage, grading or stability of soil or retaining structure?	☐	☒
12. Other built-in systems and fixtures? central vacuum ___ pool ___ hot tub ___ spa ___ attic fan ___ exhaust fan ___ ceiling fan <u>✓</u> sump pump ___ irrigation system ___ cable tv wiring or satellite dish ___ security system ___ or other systems ___	☐	☒

Initials: DJE Seller S/A/12 Date 3/17/13 Buyer TAP Date

Rev. 1/04/11

Page 2 of 4 Form 230



B.P. CARPENTRY

ALL HOME IMPROVEMENTS
44 E. FRONTAGE RD.
CAMPOBELLO, SC 29322
864-504-9886



CONTRACTORS INVOICE

WORK PERFORMED AT:

BARN ROOF

TO: Mr. & Mrs. PEPPERMAN
165 Old Melvin Hill Rd
CAMPOBELLO SC 29322

DATE: 4-28-2015

CUSTOMER PHONE NUMBER: 864-592-2978

DESCRIPTION OF WORK PERFORMED

RE-ROOF BARN

INSTALL OVER EXISTING ROOF
OWENS CORNING OAK RIDGE ARCHITECTURAL
RE INSTALL RIDGE VENT

LABOR & MATERIAL \$2000.00

DEPOSIT PAID 4-24-2015 \$1500.00

BALANCE \$500.00

PAID IN FULL 4-29-2015

THANK YOU
Bruce

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Two Thousand & XX/100 Dollars (\$ 2000.00).

This is a ☐ Partial ☐ Full invoice in accordance with our ☐ Agreement ☐ Proposal

No. 2978 Dated APRIL 28 2015
Month Day Year

Bruce Paynter
Bruce Paynter

Customer Signature

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

2015CV4210106057
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER

Walter L Pepperman II
165 Old Melvin Hill Rd
Campobello, SC 29322
(864) 592-2978

T Ann Pepperman
165 Old Melvin Hill Rd
Campobello, SC 29322

PLAINTIFF(S)

Vs

Henry H Edwards
2081 Red Radford Rd
Campobello, SC 29322

Pamela Edwards
2081 Red Radford Rd
Campobello, SC 29322

DEFENDANT(S)

On September 23, 2015 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Spartanburg County Summary Court**, is as follows:

CHECK ONE:

A. ☒ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☒ I deny that I am responsible at all because: (use additional pages if necessary)

SEE ATTACHED ANSWER / COUNTERCLAIM

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATE: October 14, 2015

Henry H Edwards Pamela Edwards
SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

****IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER****

PLEASE RETURN TO:

Spartanburg Magistrate
180 Magnolia Street, Spartanburg County Judicial Center
Spartanburg, SC 29306
Phone: (864) 596-2564 Fax: (864) 596-3622

FILED
SPARTANBURG
MAGISTRATE COURT
2015 OCT 14 PM 12:35

2015CV4210106057 Civil Case Number

Answer/Counterclaim

1. Transaction in plaintiff's complaint involved two properties. Prior to closing date of December 29, 2014 defendants owned 165 Old Melvin Hill Road, Campobello, S.C. 29322 and plaintiffs owned 343 Kelsey Boulevard, Charleston S.C. 29492. Properties were exchanged at closing which took place at plaintiff's choice of attorney, Andrew College, law office in Charleston. All closing papers were signed in person by the defendants at said law office. All other agreements signed by defendants were signed at plaintiff's realtor, Laura May, office at Re/Max Advantage in Tryon N.C. Defendants currently own property at 2081 Red Radford Road, Campobello, S.C. 29322 and the property at 343 Kelsey Boulevard, Charleston S.C. 29492.

We respectfully ask whether this Complaint and Answer/Counterclaim exceeds the magistrate's jurisdiction.

2. Defendants are not liable to plaintiffs for barn roof repair because to the best of our knowledge there were no defect, damage, or leaks to the barn roof before closing.
3. In the plaintiff's supplement to complaint, item five states roof shingles were installed incorrectly causing multiple leaks, which gave the appearance of being long standing. The barn roof was well over ten years old at closing. It had been exposed to heavy rains, wind, hail and ice storms. Plaintiffs offer no proof in their complaint other than an invoice from BP Carpentry signed by Bryce Payter.
4. There was ample time opportunity to note any damage. The plaintiffs stayed on defendant's property on their own for two days and nights at the end of April 2014. They also stayed on property the afternoon and night before closing. Plaintiff's realtor, Laura May with Re/Max Advantage Realty, the plaintiff's daughter, Shawn Dolphin, a realtor with Re/Max Pro Realty, and the plaintiff's inspector Garland Rice, who works at Inspector Rice Home Inspection Service all inspected or viewed the property in person and did not note any damage to barn roof.

FILED
SPARTANBURG
MAGISTRATE COURT
2015 OCT 14 PM 12:47

Civil Case Number/ 2015CV4210106057

5. Plaintiffs occupied property after closing. They left property unoccupied from January 3, 2015 until they returned January 29, 2015. Did not notify defendants of any problem with barn roof until almost four months after closing.
6. Defendants make a counterclaim against the plaintiffs for damages concerning 353 Kelsey Boulevard, Charleston S.C. 29492.
7. See attached Supplement

Wherefore the defendants pray that plaintiffs take nothing and defendants be awarded all fees and costs of complaint.

Defendants respectfully request that a judgement be entered in their favor on their counterclaim for damage according to proof plus interest and all cost of this suit.

Oct 14, 2015



Henry H. Edwards

Pamela J. Edwards

FILED
SPARTANBURG
MAGISTRATE COURT
2015 OCT 14 PM 12:47

Civil Case Number/2015CV4210106057

Supplement to Answer/Counterclaim

1. HOA transfer fees were not in S.C. disclosure statement. \$730.
2. Steps on back porch were rotten and were replaced. \$400.
3. The smoke detector breaker was the only breaker that was shut off before closing. Smoke detectors were defective and replaced. \$300.
4. Upstairs front bedroom fan not working. It has been replaced. \$200.
5. Dishwasher did not work. It has been replaced. \$430.
6. Details of lawsuit involving HOA were not fully disclosed. Damages are yet to be determined.

The plaintiffs owned property since 2006. Plaintiff's daughter, Shawn Dolphin, owns the adjoining property. Shawn Dolphin is a realtor with Re/Max Pro Realty in Charleston. Ms. Dolphin was listing agent on property until shortly before the defendants signed agreement to purchase it. We believe that plaintiffs should have known of all the above problems.

FILED
SPARTANBURG
MAGISTRATE COURT
2015 OCT 14 PM 12:47

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

2015CV4210106057
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER TO COUNTERCLAIM

Walter L Pepperman II
165 Old Melvin Hill Rd
Campobello, SC 29322
(864) 592-2978

T Ann Pepperman
165 Old Melvin Hill Rd
Campobello, SC 29322

PLAINTIFF(S)

Vs

Henry H Edwards
2081 Red Radford
Rd
Campobello, SC
29322

Pamela Edwards
2081 Red Radford Rd
Campobello, SC 29322

DEFENDANT(S)

On OCTOBER 19, 2015 I was served with a Counterclaim. My Answer to Counterclaim which is hereby filed with the Spartanburg County Summary Court, is as follows:

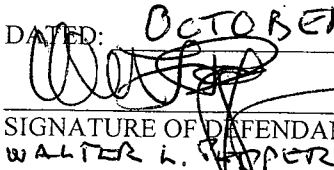
CHECK ONE:

- A. ☐ I admit everything in the complaint and do not want a trial.
B. ☐ I admit that I am responsible, but not for the total amount claimed because: (use additional pages if necessary) _____
C. ☒ I deny that I am responsible at all because: (use additional pages if necessary): SEE ATTACHED
REPLY TO ANSWER/COUNTERCLAIM.

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER TO COUNTERCLAIM IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: OCTOBER 27, 2015

 T. Ann Pepperman
SIGNATURE OF DEFENDANT(S)/PLAINTIFF(S)/(ATTORNEY)

WALTER L. PEPPERMAN II AND T. ANN PEPPERMAN.

PLEASE RETURN TO:

Spartanburg County
Spartanburg Magistrate
180 Magnolia Street
Spartanburg County Judicial Center
Spartanburg, SC 29306
Phone: (864) 596-2564 Fax: (864) 596-3622

CIVIL CASE NUMBER 2015CV4210106057

Reply To Answer/Counterclaim

1. There were two real estate transactions involving plaintiffs and defendants on December 29, 2014. Plaintiffs bought defendants' property at 165 Old Melvin Hill Road, Campobello, SC 29322, and defendants bought plaintiffs' property at 343 Kelsey Boulevard, Charleston, SC 29492. Plaintiffs' complaint involves only the sale by defendants to plaintiffs of 165 Old Melvin Hill Road, Campobello, SC 29322.

Plaintiffs' complaint against defendants requests judgment in the amount of \$2,000, plus costs and interest, and is therefore within the jurisdictional amount for proceedings in this Court. The amounts alleged in defendants' counterclaim are not recoverable herein because the claims upon which they are allegedly based lack merit, are barred by defendants' own conduct in failing to assert them after inspection, and constitute unsubstantiated retaliatory make weights. See Paragraph 7 below.

2. Denied. Defendants are liable to plaintiffs because in the required disclosure they expressly represented that there were no roof leaks, when in fact there were multiple roof leaks of longstanding in the barn. Plaintiffs relied upon the representations in defendants' disclosure in deciding to purchase the property.

3. Admitted, except that plaintiffs will present expert testimony at trial proving their allegations regarding the roof leaks. In addition, plaintiffs provided defendants with a written explanation from their contractor dated April 23, 2015, regarding the roof having been installed by defendants incorrectly resulting in the leaks. See copy thereof attached hereto as Exhibit A.

4. The roof leaks only occurred when there was wind blown heavy rain, and there was no such weather when plaintiffs stayed at the property prior to settlement, or when the pre-settlement inspections of the property took place.

5. Plaintiffs did not use the barn until their three horses arrived on February 2, 2015. There was no wind blown heavy rain after that until mid-April, 2015, at which time the leaks became readily apparent. See attached e-mail from plaintiffs to defendants dated April 16, 2015, giving immediate notice of the leaks with photographs (Exhibit B), and follow-up e-mail from plaintiffs to defendants dated April 18, 2015 (Exhibit C).

6. Plaintiffs contend and will prove that defendants' counterclaim is not entitled to any judicial relief and should therefore be dismissed. See Paragraph 7.

7. Plaintiffs' response to defendants' Supplement to Answer/Counterclaim is as follows:

1. A copy of the State of South Carolina Residential Property Condition Disclosure Statement Addendum regarding HOA is attached as Exhibit D. The alleged "transfer fees" (actually \$580 to Beresford Commons HOA to buy into working capital and \$150 to Community Management Group for a Certificate of Assessment) were not transfer fees at all and did not appear on this page because there was no appropriate heading requiring their listing. The working capital contribution was mandated by the HOA by-laws which defendants should have reviewed prior to settlement (See requirement in that regard in second paragraph of Exhibit D), and the Certificate was for defendants' benefit to certify there were no outstanding obligations against the property. However, these charges did appear on the settlement sheet (Exhibit E), which defendants were provided a week in advance of settlement. See Exhibit F. In addition, at settlement, defendants in fact agreed to pay these two items in return for plaintiffs not requiring defendants to sign a statement that defendants would repair a water stain on the dining room floor of the property plaintiffs were purchasing from defendants. See Exhibit G (The "Tammy" referred to therein was the settling attorney's paralegal).

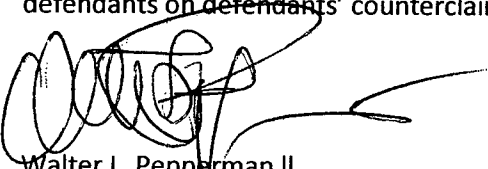
2-5. Defendants did not have a home inspector and did the pre-closing inspection themselves. Defendants are builders by profession and should have discovered any alleged apparent defects at the time of their inspection. All of the items listed by defendants could easily have been discovered by defendants if they really existed at the time of defendants' inspection, such as looking at the back porch steps, checking the smoke detector batteries, and turning on the front bedroom fan and the dishwasher. Nevertheless, plaintiffs deny that the back porch steps were rotten (only normal wear and tear), that there was anything wrong with the smoke detectors other than changing the batteries, that the upstairs front bedroom fan was not working (power to said fan is turned on by a wall switch), and that the dishwasher did not work (it always worked fine every time plaintiffs ever used it).

6. The existence of the HOA lawsuit was disclosed (See Exhibit D and specifically Exhibit H) and, in any event, in that suit the HOA is the plaintiff seeking damages on behalf of the condo owners against the builders/contractors involved, and any damages received will inure to the benefit of those homeowners. Moreover, the unit sold to defendants by plaintiffs did not have any of the external defects that the HOA was suing about. Exhibit H.

Affirmative Defense

Because the alleged defects were reasonably discoverable by inspection and were therefor not latent, any claim arising therefrom and not asserted prior to settlement became merged with the deed and did not survive settlement at which time the deed was delivered. Accordingly, defendants' claims in this instance are barred as explained above. It is also noteworthy that these alleged defects were never mentioned by defendants until plaintiffs made their complaint. However, this bar has no application to plaintiffs' claim against defendants because defendants expressly and separately represented prior to settlement in their disclosure that there were no roof leaks, when in fact there were long standing leaks in the barn roof which they either knew about or should have known about as a result of their admitted construction of the barn and their use of the barn thereafter to board horses and as a place to keep their boat, tractor, lawn mower and tools over the course of 10 years. Accordingly, defendants' representation was not true and that constituted a breach of contract.

WHEREFORE, plaintiffs respectfully request that judgment be entered in their favor and against defendants on defendants' counterclaim, with all costs taxed to defendants.



Walter L. Pepperman II



T. Ann Pepperman
165 Old Melvin Hill Road
Campobello, SC 29322
Plaintiffs

October ²⁷, 2015

cc: Henry H. and Pamela Edwards, Defendants



St. Jude Children's
Research Hospital

ALFAC - Dr. May Thomas, Founder
Finding cures. Saving children.

stjude.org

Pamela

Here is our

contractor's
statement about the
dam roof.

He is starting
next week to do
the work. Well



4/24

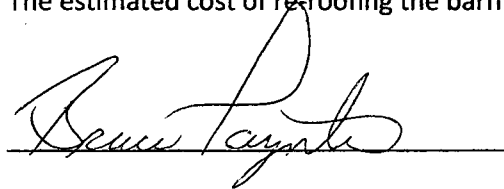
EXHIBIT A

April 23, 2015

Re: Barn roof, 165 Old Melvin Hill Road, Campobello

On Saturday, April 18, 2015, I inspected the roof on the barn at the property of Mr. and Mrs. Walter L. Pepperman, II, at their request on account of newly discovered leaks in the roof. I went up on the roof to see the manner in which the shingles were installed. I found that each shingle was installed $\frac{3}{4}$ of an inch to an 1 inch too high, meaning that each row of the shingles was nailed too high and not through two layers, causing the nails to crack the shingle and creating a dip which allowed water to go in behind the shingle and through the particle board causing saturation of the particle board and dripping in the barn. This manner of installation did not comply with the manufacturer's installation instructions, and caused the downward breakage of the shingle when nailed down and allowed wind driven rain to penetrate and leak onto the particle board below. In addition, no roof felt was installed over the particle board and under the shingles. The first course of shingles was also not installed low enough to allow water to drain into gutter which is causing the water to drain between the gutter and the fascia board and leaking into the soffit resulting in flooding at the base of the barn.

The estimated cost of re-roofing the barn would be \$2,000 plus the cost of a new ridge vent if necessary.

A handwritten signature in black ink, appearing to read "Bruce Paynter", is written over a horizontal line.

Bruce Paynter, Campobello, S.C.

Self-employed builder and remodeler since 1970

EXHIBIT A
25.

Subject **Barn roof**
From **tmfbb <tmfbb@vermontel.net>**
To **Pamela Edwards <pjedwards51@gmail.com>**
Date **2015-04-16 11:12**

- 003.JPG (1.4 MB)
- 004.JPG (1.3 MB)
- 005.JPG (1.3 MB)
- 006.JPG (1.4 MB)
- 007.JPG (1.4 MB)
- 008.JPG (1.4 MB)
- 009.JPG (1.3 MB)
- 010.JPG (1.3 MB)
- 011.JPG (1.2 MB)
- 011.JPG (1.2 MB)
- 012.JPG (1.4 MB)
- 003.JPG (1.4 MB)

Pamela and Henry: After the heavy rains of the last few nights, we today discovered that the barn roof is leaking in multiple places. This is a latent defect that was not disclosed to us and that we could not reasonably have discovered prior to our purchase of the property. Before pursuing this matter legally, we want to give you the opportunity the correct this defect. It appears to us that the roof needs to be replaced. See attached photos taken this morning. Walt & Annie Pepperman



003.JPG
1.4 MB

PRINTS OF
PHOTOS ATTACHED



004.JPG
1.3 MB

005.JPG



1.3 MB



006.JPG
1.4 MB



007.JPG
1.4 MB

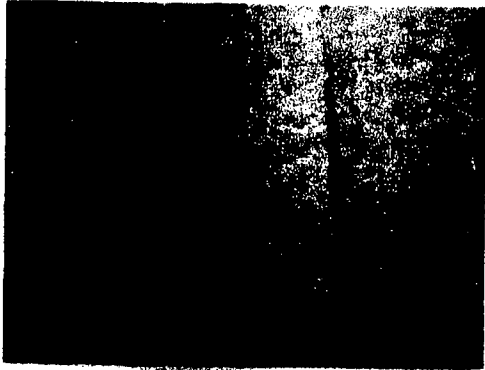


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010.JPG
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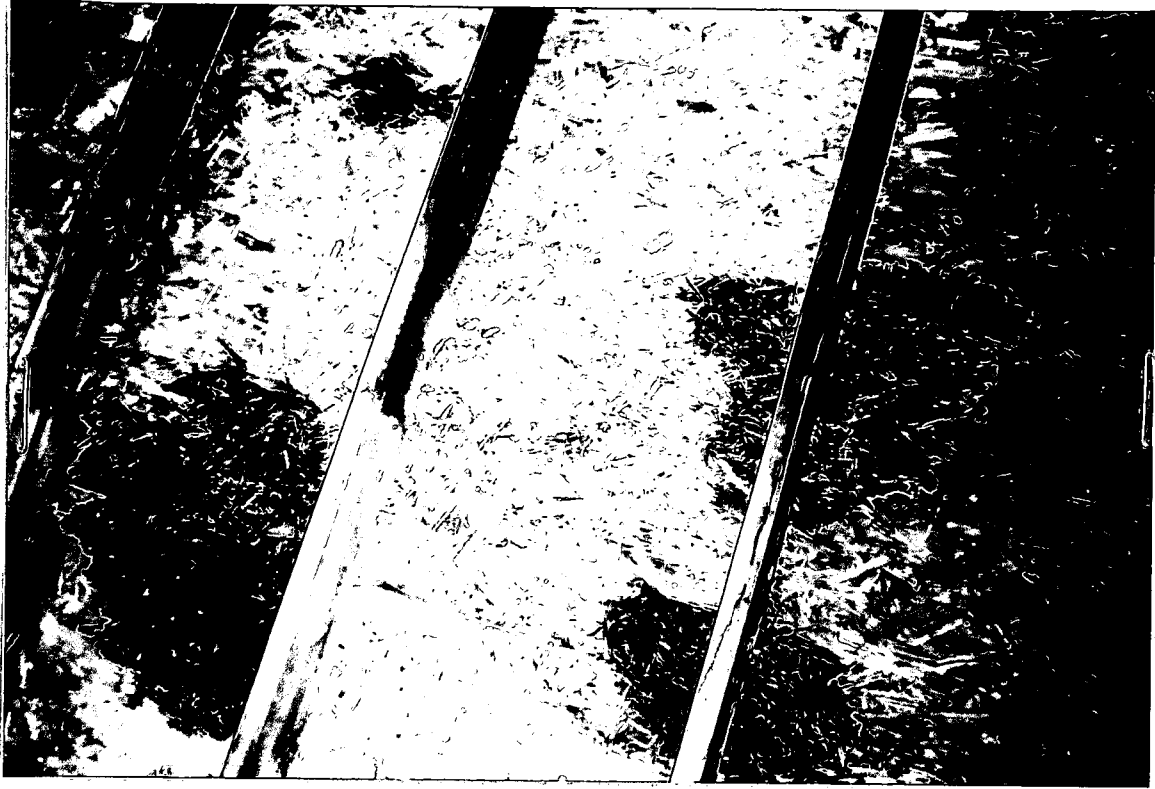
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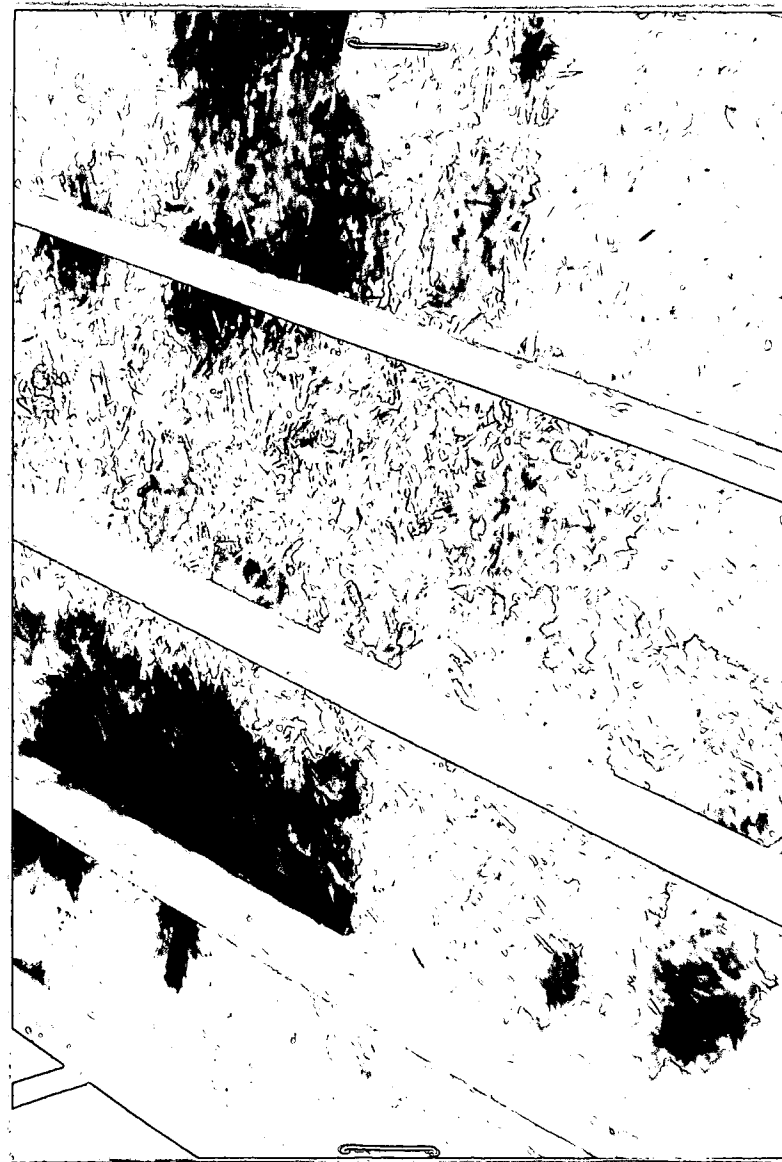


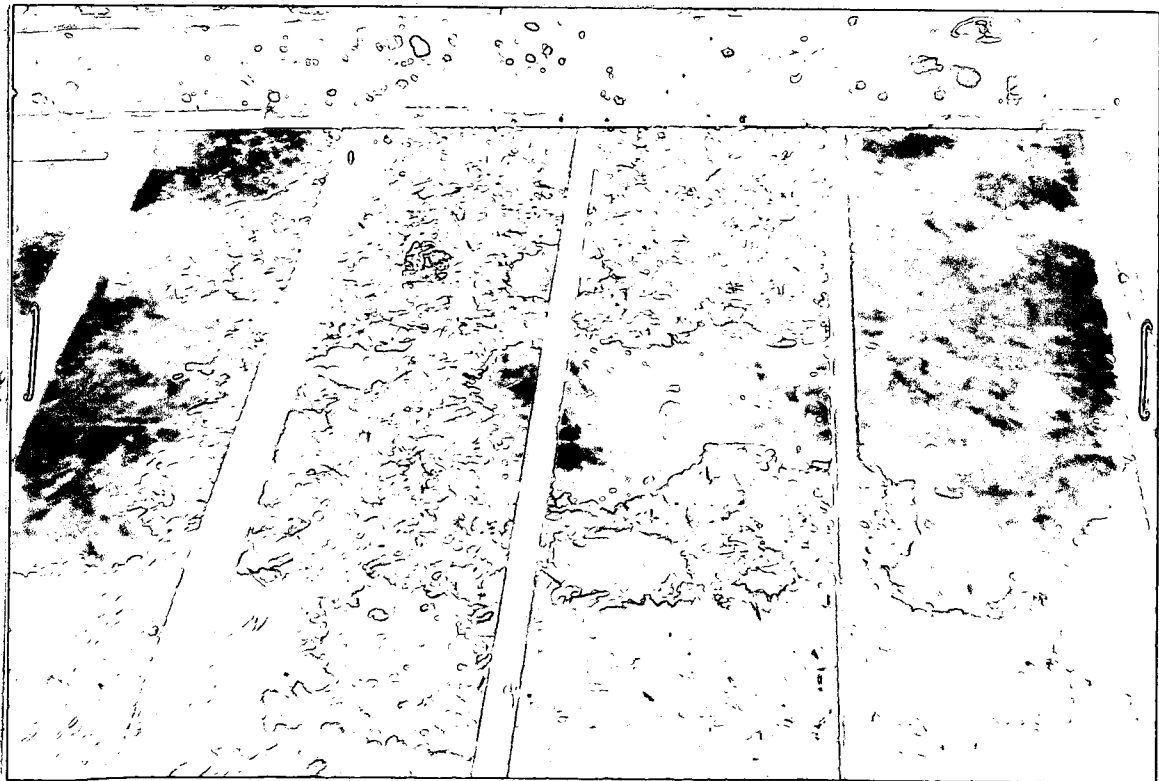
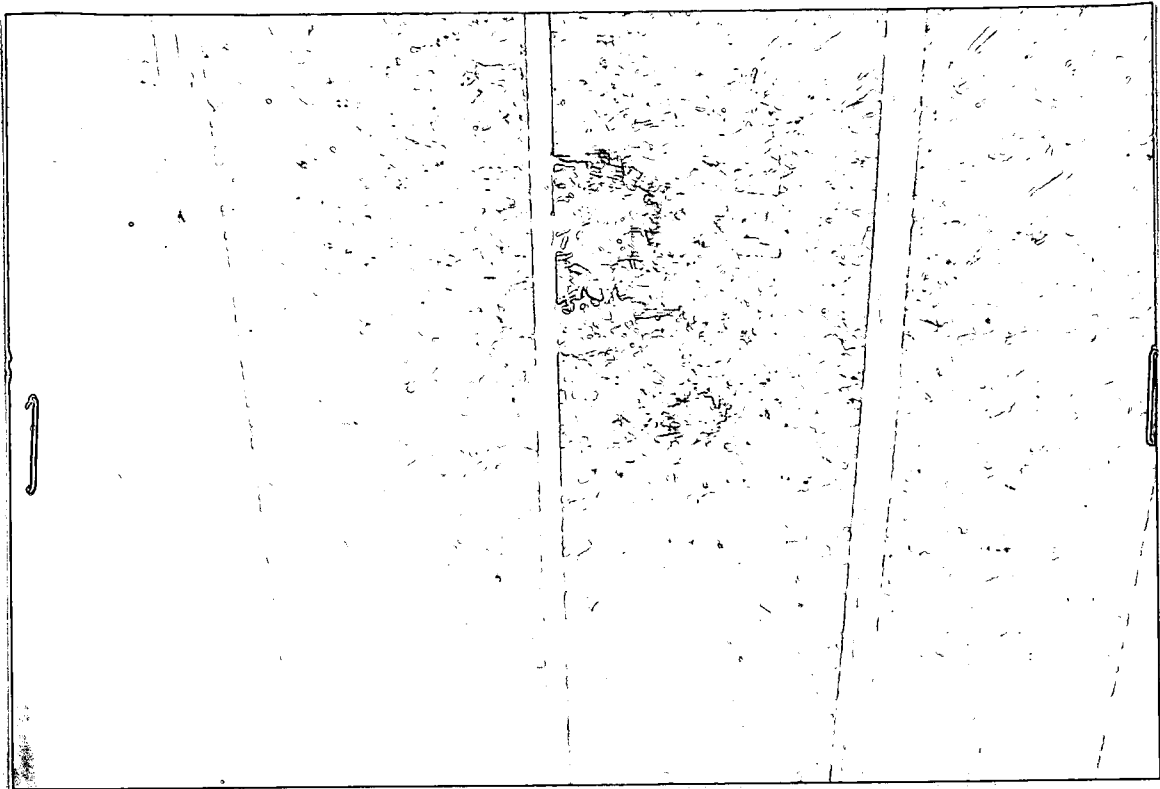
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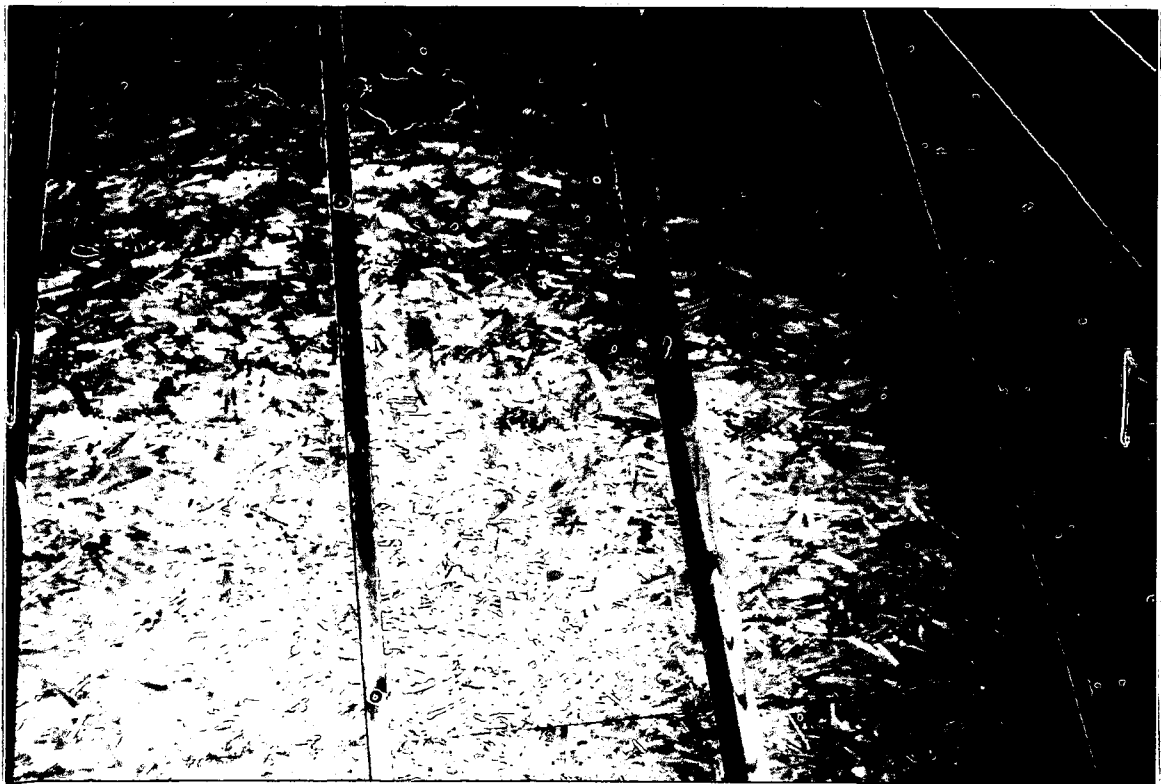
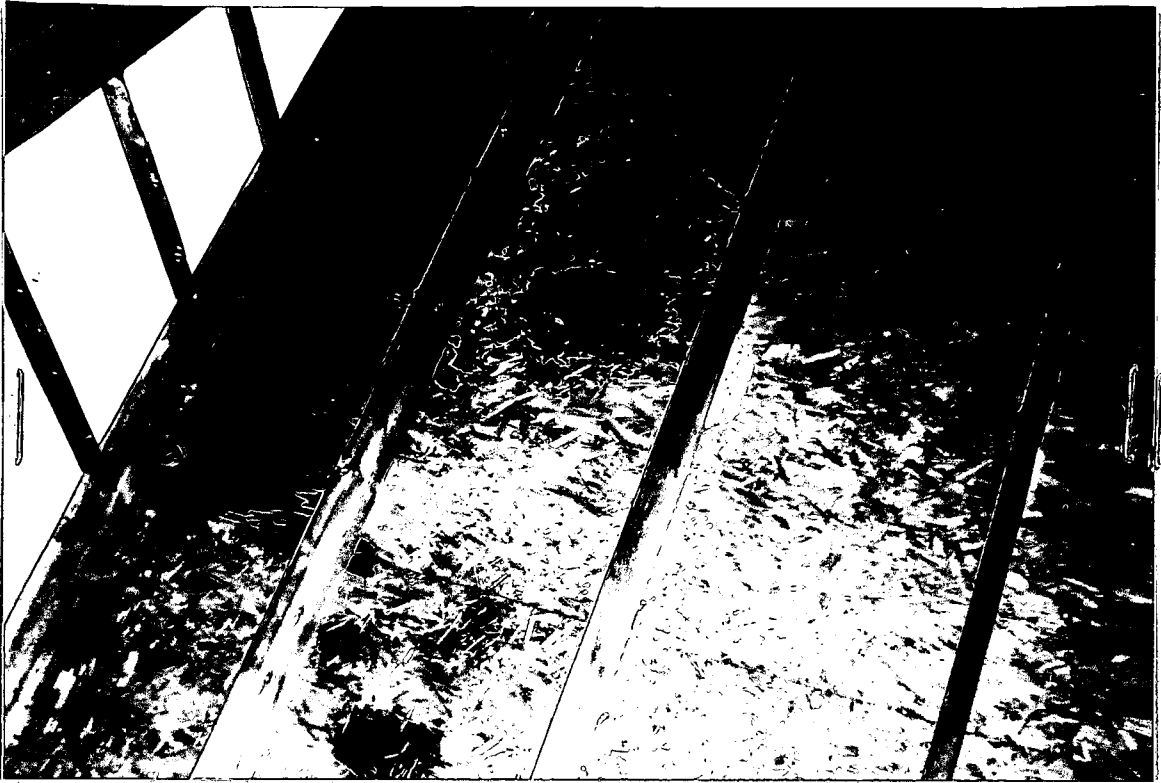


003.JPG
1.4 MB









Subject **Barn roof**
From **tmfbb <tmfbb@vermontel.net>**
To **Pamela Edwards <pjedwards51@gmail.com>**
Date **2015-04-18 15:44**

Pamela and Henry: We had the roof inspected today. The shingles were installed incorrectly. In an apparent effort to save on shingles, the nails were placed through the top edge of each shingle instead of through two shingles by moving them further up. This caused the top edge to break off in many places when hammered and that is where rain is coming in as shown in the photos. We proved it today with a hose. Also, as an additional problem, the shingles do not come down far enough so some water flows between the last shingle and the gutter instead of going into the gutter. We are advised that a new shingle roof must be installed over the existing one to solve these problems. We are waiting for a cost estimate. We expect you to pay for these repairs. Walt & Annie



STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT ADDENDUM



Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules (CCRRR). These organizations are referred to herein as an owners association.

Purchasers should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchasers are solely responsible to determine what items are covered by the owners association charges.

Property Address: 343 Kelsey Blvd., Charleston, S.C. 29492
Describe owners association charges: \$ 290 per month (month/year/other)
What is the contact information for the owners association? CRD, Charleston, S.C.

As owner do you have any actual knowledge of answers to the following questions?
Please check the appropriate box to answer the questions below.

- | | Yes | No | No Representation |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Are there owners association charges or common area expenses? <u>\$290 monthly</u> | ☒ | ☐ | ☐ |
| 2. Are there any owners association or CCRRR resale or rental restrictions? | ☐ | ☒ | ☐ |
| 3. Has the owners association levied any special assessments or similar charges? | ☐ | ☒ | ☐ |
| 4. Do the CCRRR or condominium master deed create guest or visitor restrictions? | ☐ | ☒ | ☐ |
| 5. Do the CCRRR or condominium master deed create animal restrictions? | ☐ | ☒ | ☐ |
| 6. Does the property include assigned parking spaces, lockers, garages or carports? | ☒ | ☐ | ☐ |
| 7. Are keys, key fobs or access codes required to access common or recreational areas? <u>pool access</u> | ☒ | ☒ | ☐ |
| 8. Will any membership other than owner association transfer with the properties? | ☐ | ☒ | ☐ |
| 9. Are there any known common area problems? | ☐ | ☒ | ☐ |
| 10. Is property or common area structures subject to South Carolina Coastal Zone Management Act? | ☐ | ☐ | ☒ |
| 11. Is there a transfer fee levied to transfer the property?* | ☐ | ☒ | ☐ |

(* Question does not include recording costs related to value or deed stamps.)

Explain any you answers in the space below and attach any additional sheets or relevant documents as needed: Each

Laurel home has two assigned parking spaces, Pool area key needed

Owner signature: [Signature] Date: 7/11/14 Time: 12 Noon
Owner signature: [Signature] Date: 7/11/14 Time: 12 Noon
Purchaser signature: _____ Date: _____ Time: _____
Purchaser signature: _____ Date: _____ Time: _____

EXHIBIT D
3/12/14

700. Total Real Estate Broker Fees					Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:						
701. \$	to					
702. \$	to					
703. Commission paid at settlement						
704.						
705.						
800. Items Payable in Connection with Loan						
801. Our origination charge	\$		(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)			
803. Your adjusted origination charges			(from GFE #A)	0.00		
804. Appraisal fee	to		(from GFE #3)			
805. Credit Report	to		(from GFE #3)			
806. Tax service	to		(from GFE #3)			
807. Flood certification	to		(from GFE #3)			
808.			(from GFE #3)			
809.			(from GFE #3)			
810.			(from GFE #3)			
811.			(from GFE #3)			
900. Items Required by Lender to Be Paid in Advance						
901. Daily interest charges from	to	@ \$/day	(from GFE #10)			
902. MIP Tot Ins. for Life of Loan	months to		(from GFE #3)			
903. Homeowner's insurance for	years to		(from GFE #11)			
904.			(from GFE #11)			
905.			(from GFE #11)			
1000. Reserves Deposited with Lender						
1001. Initial deposit for your escrow account			(from GFE #9)			
1002. Homeowner's insurance	months @ \$	per month	\$			
1003. Mortgage insurance	months @ \$	per month	\$			
1004. Property taxes			\$			
County Taxes	months @ \$	per month				
Dec HOA/\$290	months @ \$	per month				
1005.			\$			
1006.	months @ \$	per month	\$			
1007.	months @ \$	per month	\$			
1008.			\$			
1009.			\$			
1100. Title Charges						
1101. Title services and lender's title insurance			(from GFE #4)	695.00		
1102. Settlement or closing fee			\$			
1103. Owner's title insurance to Old Republic National Title Insurance Company			(from GFE #5)	451.44		
1104. Lender's title insurance to Old Republic National Title Insurance Company			\$			
1105. Lender's title policy limit	\$					
1106. Owner's title policy limit	\$	121,976.00				
1107. Agent's portion of the total title insurance premium	to Butler & College, LLC	\$	270.86			
1108. Underwriter's portion of the total title insurance premium	to Old Republic National Title Insurance Co	\$	180.58			
1109. Attorney Fee	to Butler & College, LLC	\$			350.00	
1110. Courier/Express Mail/Wire Fee	to Butler & College, LLC	\$			35.00	
1111.		\$				
1112.		\$				
1113.		\$				
1200. Government Recording and Transfer Charges						
1201. Government recording charges	to Berkeley County Register of Deeds	(from GFE #7)				
1202. Deed \$ 10.00	Mortgage \$	Releases \$	Other \$		10.00	
1203. Transfer taxes		(from GFE #8)				
1204. City/County tax/stamps	Deed \$ 451.40	Mortgage \$			451.40	
1205. State tax/stamps	Deed \$	Mortgage \$				
1206.						
1207.						
1300. Additional Settlement Charges						
1301. Required services that you can shop for		(from GFE #6)				
1302. Pest Inspection	NOT REQUESTED/ NOT REQUIRED	\$				
1303. Home Buyers Warranty	NOT REQUESTED/ NOT REQUIRED	\$				
1304. Working Capital	to Beresford Commons HOA	\$		580.00		
1305. Certificate of Assessment	to Community Management Group	\$		150.00		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				1,876.44	846.40	

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

EXHIBIT E
37

Butler & College, LLC, Settlement Agent

From: Tammy Ward
Sent: Monday, December 22, 2014 1:00 PM
To: 'piedwards51@gmail.com'; 'Walter L. Pepperman II'
Cc: Andrew College
Subject: 165 Old Melvin Hill & 343 Kelsey - Settlement Statements

Hi everyone,

Attached are the proposed settlement statements for the closing on Melvin Hill and Kelsey Blvd, please review and let me know if you have any questions. I will email all closing documents to you later this afternoon.

Mr and Mrs Edwards - to confirm, we have you scheduled to sign in our West Ashley office (1180 Sam Rittenberg Blvd, Ste 105) at 11:00 on Monday, December 29th.

****BUYERS/SELLERS FUNDS for closing must be either a wire or certified check made payable to Butler & College, LLC.

Thanks!

Tammy Ward
Paralegal
Butler & College, LLC
1180 Sam Rittenberg Blvd, Ste 105
Charleston, SC 29407
T: 843/637-4178



Mr. Walter Pepperman, JR.

84-381-
3928

Sellers will complete
repair of staining on
dining room floor as
per inspection report

Lead to Tanning
12/29/14 9:00 AM

L+S Construction, Chene

237 1774 Hardwood floors

~~Carpenter - Floors Holey 802 0220~~

802 683 7058

~~Test suite - UTet~~

802 885 9002

RRMC-ENI

802 775 3314

1045

1/14/1

B41029

Walter L. Pepperman II

From: "Walter L. Pepperman II" <tmfbb@vermontel.net>
Date: Thursday, December 04, 2014 2:41 PM
To: "Pamela Edwards" <pjedwards51@gmail.com>
Subject: Re: Fw: disclosure

The Homeowners Association voted to file a lawsuit against the contractors/ builders, for what they considered to be building defects such as siding not properly aligned, etc. on certain units. We have owned our unit since 2006 and are not aware of any defects. We never considered that our unit was in any respect involved in this litigation. The lawsuit has been in existence for a couple of years and should be over shortly.

From: Pamela Edwards
Sent: Thursday, December 04, 2014 2:24 PM
To: Walter L. Pepperman II
Subject: Re: Fw: disclosure

Walt, Can you tell us what the HOA lawsuit is about?

On Wed, Dec 3, 2014 at 11:05 AM, Walter L. Pepperman II <tmfbb@vermontel.net> wrote:
Here is the disclosure. Walt

From: "shawn dolphin" <sdolphin16@gmail.com>
Sent: Wednesday, December 03, 2014 9:33 AM
To: "Mom" <tmfbb@vermontel.net>
Subject: disclosure

--
Shawn Dolphin-Broker Associate
Re/Max Realty
Website: <http://www.mycharlestonschome.com>
843-437-7052
EFAX:1-866-867-2080
Charleston, SC

EXHIBIT H
40.

12/4/2014

Filed with Court 11/23/15 ^{Pepperman}
copy

Civil Case Number/2015CV421016057

Amended Supplement to Answer/Counterclaim

7. Plaintiffs misled and misrepresented the problems with 343 Kelsey Blvd. in their South Carolina Residential Disclosure and HOA Disclosure.

8. Plaintiffs agreed to accept unfinished floor of dining room in lieu of Defendants agreeing to pay for undisclosed HOA charges at closing. Plaintiff's contractor discovered a repair the Defendants had made to the dining room wall and had their contractor make an additional repair. Defendant Pamela J. Edward requested a bill for dining room and refused to pay for a prior bill sent for barn roof repair. Defendants did not receive a bill for dining room repair until Plaintiff's lawyer threat of legal action. Defendants paid Plaintiffs \$3050.00 for dining room repair but did not subtract for undisclosed HOA charges of \$730. Defendants refused to pay bill for barn roof and sent an email to Plaintiff's lawyer explaining our positions. Defendants want the undisclosed HOA charges refunded.

9. Plaintiffs continued with legal action against Defendants for barn roof repair after Defendants ask them to leave us alone so we could continue with our lives in peace. Plaintiff Walt Pepperman¹¹ is a retired lawyer, Plaintiff Ann Pepperman worked at his law firm and was or still is a Realtor. Plaintiffs had two of their own Realtors, chose the closing attorney, and hired an inspector. Plaintiffs claim for barn roof is completely without merit yet they still continue to threaten us with legal action. This whole real estate transaction has caused both the Defendants extreme distress and we would like to be compensated for the maximum amount the court will allow.

Henry H. Edwards/Defendant

Pamela J. Edwards/Defendant

South Carolina Legislature

South Carolina Law > Code of Laws > Title 27

South Carolina Code of Laws
Unannotated
Current through the end of the 2014 Session

DISCLAIMER

The South Carolina Legislative Council is offering access to the unannotated South Carolina Code of Laws on the Internet as a service to the public. The unannotated South Carolina Code on the General Assembly's website is now current through the 2014 session. The unannotated South Carolina Code, consisting only of Code text, numbering, and history, may be copied from this website at the reader's expense and effort without need for permission.

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Title 27 - Property and Conveyances

CHAPTER 50

The Residential Property Condition Disclosure Act

Article 1

Residential Property Condition Disclosure Statements

SECTION 27-50-10. Definitions.

As used in this article:

- (1) "Commission" means the South Carolina Real Estate Commission.
- (2) "Disclosure statement" means a residential property condition disclosure statement written on a form as required by this article and as promulgated by regulations of the commission.
- (3) "Listing agent" means a real estate licensee who represents an owner of real property in the sale, lease, or other transfer of the subject real property through the use of a written listing agreement as required by law.
- (4) "Owner" means each person having a recorded present or future interest in real estate who is identified in a real estate contract subject to this article, but does not include the owner or holder of a mortgage, deed of trust, mechanic's or materialman's lien, or other lien or security interest in the real property. This disclosure is limited to the actual residential dwelling and does not address common elements or areas for which the owner has no direct and primary responsibility.
- (5) "Purchaser" means each person or entity named as a purchaser, buyer, or tenant in a real estate contract subject to this article.
- (6) "Real estate contract" means a contract for the transfer of ownership of real property.
- (7) "Real estate licensee" means an individual licensed under Title 40, Chapter 57.
- (8) "Real property" means the lot or parcel and the dwelling unit described in a real estate contract subject to this article.
- (9) "Selling agent" means a real estate licensee who represents a purchaser of real property through the use of a written agency agreement as required by law, a real estate licensee who is a subagent as defined by law who represents the owner, or a dual agent as defined by law who represents both the purchaser and owner.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-20. Scope of article.

This article applies to the following transfers of residential real property consisting of at least one but not more than four dwelling units:

- (1) sale or exchange;
- (2) installment land sales contract; or
- (3) lease with an option to purchase contract.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-30. Certain transfers excluded from scope of article.

This article does not apply to transfers:

- (1) pursuant to court order including transfers in administration of an estate, pursuant to a writ of execution, by foreclosure sale, by a trustee in bankruptcy, by a receiver, by eminent domain, and resulting from a decree for specific performance;

(2) to a mortgagee from the mortgagor or his successor in interest in a mortgage if the indebtedness is in default, by a trustee pursuant to a deed of trust or to a mortgagee pursuant to a mortgage if the indebtedness is in default, by a trustee under a mortgagee pursuant to a foreclosure sale, or by a mortgagee who has acquired the real property at a sale conducted pursuant to a judgment and order of foreclosure;

(3) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(4) from one or more co-owners solely to one or more other co-owners;

(5) made solely to a spouse or a person or persons in the lineal line of consanguinity of one or more transferors;

(6) between spouses resulting from a divorce decree or support order or marital property distribution order;

(7) made by virtue of the record owner's failure to pay federal, state, or local taxes;

(8) to or from the federal government;

(9) to the State, its agencies and departments, and its political subdivisions including school districts;

(10) involving the first sale of a dwelling never inhabited;

(11) real property sold at public auction;

(12) to a residential trust;

(13) between parties when both parties agree in writing not to complete a disclosure statement;

(14) of a vacation time sharing plan as defined in Section 27-32-10(9); and

(15) of a vacation multiple ownership interest as described in Section 27-32-250.

HISTORY: 2002 Act No. 336, Section 2; 2003 Act No. 84, Section 2.

SECTION 27-50-40. Disclosure statements; contents; owner options.

(A) The owner of the real property shall furnish to a purchaser a written disclosure statement. The disclosure statement must contain the language and be in the form promulgated by the commission and the form may be delivered electronically through the Internet or other similar methods. The commission may charge a reasonable fee for the printed form but shall post the form for free downloading on its public website. The disclosure statement must include, but is not limited to, the following characteristics and conditions of the property:

(1) the water supply and sanitary sewage disposal system;

(2) the roof, chimneys, floors, foundation, basement, and other structural components and modifications of these structural components;

(3) the plumbing, electrical, heating, cooling, and other mechanical systems;

(4) present infestation of wood-destroying insects or organisms or past infestation, the damage from which has not been repaired;

(5) the zoning laws, restrictive covenants, building codes, and other land-use restrictions affecting the real property, any encroachment of the real property from or to adjacent real property, and notice from a governmental agency affecting this real property;

(6) presence of lead-based paint, asbestos, radon gas, methane gas, underground storage tank, hazardous material or toxic material, buried or covered, and other environmental contamination; or

(7) existence of a rental, rental management, vacation rental, or other lease contract in place on the property at the time of closing, and, if known, any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property the tenant leases.

(8) existence of a meter conservation charge, as permitted by Section 58-37-50, that applies to electricity or natural gas service to the property.

(B) The disclosure statement must give the owner the option to indicate that the owner has actual knowledge of the specified characteristics or conditions, or that the owner is making no representations as to any characteristic or condition.

(C) The rights of the parties to a real estate contract in connection with conditions of the property of which the owner has no actual or constructive knowledge are not affected by this article.

HISTORY: 2002 Act No. 336, Section 2; 2010 Act No. 141, Section 3, eff March 31, 2010.

SECTION 27-50-50. Delivery of and effect of failure to provide disclosure statement; responsibility of listing or selling agent.

(A) The owner of real property subject to this article shall deliver to the purchaser the disclosure form required by this article before a real estate contract is signed by the purchaser and owner, or as otherwise agreed in the real estate contract.

(B) Failure to provide the disclosure form required by this article to the purchaser does not:

(1) void the agreement;

(2) create a defect in title; or

(3) present a valid reason to delay or otherwise interfere with the closing of a real estate transaction by a party including a closing attorney or lender.

(C) A real estate licensee acting as a listing agent or a selling agent is subject to the regulations governing his license and performance of his responsibilities as licensee, as provided by the commission. This article does not limit any other remedy available to the purchaser under law.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-60. Corrected disclosure statements; reasonable repairs before closing.

If the owner discovers, after his delivery of a disclosure statement to a purchaser, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the purchaser or make reasonable repairs necessitated by the occurrence before closing.

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HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-65. Knowing disclosure of false, incomplete, or misleading material information; civil liability; attorney fees.

An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the purchaser and court costs. The court may award reasonable attorney fees incurred by the prevailing party.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-70. Listing agent to notify owner of disclosure obligations; liability for refusal or inaccuracy of disclosure statement.

(A) A listing agent or any real estate licensee operating for any party in a residential real estate transaction must inform in writing each owner covered by the listing agreement of the owner's obligations prescribed in this article. If the listing agent performs this duty, he is not liable for the owner's refusal or failure to provide a prospective purchaser with a disclosure statement.

(B) This article does not conflict with or alter the duties of the real estate licensee pursuant to the regulations of the commission. The real estate licensee, whether acting as the listing agent or selling agent, is not liable to a purchaser if:

- (1) the owner provides the purchaser with a disclosure form that contains false, incomplete, or misleading information; and
- (2) the real estate licensee did not know or have reasonable cause to suspect the information was false, incomplete, or misleading.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-80. Obligation of purchaser to inspect.

This article does not limit the obligation of the purchaser to inspect the physical condition of the property and improvements that are the subject of a contract covered by this article. The real estate licensee, whether acting as listing agent or selling agent, has no duty to inspect the onsite or offsite conditions of the property and any improvements.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-90. "Psychologically affected" property disclosure exceptions.

(A) An owner is not required to disclose the fact or suspicion that a property may be or is psychologically affected, as described in subsection (B).

(B) A cause of action may not arise against an owner of real estate in a covered transaction for failure to disclose:

- (1) that the subject real estate is or was occupied by an individual who was infected with a virus or other disease which has been determined by medical evidence to be highly unlikely to be transmitted through his occupancy of a dwelling place; or
- (2) that the death of an occupant of a property has occurred or the manner of the death; or
- (3) public information from the sex offender registry as defined in Article 7, Title 23.

(C) Subsection (B) does not preclude an action against an owner of real estate who makes intentional misrepresentations in response to direct inquiry from a purchaser or prospective purchaser with regard to psychological effects or stigmas associated with the real estate.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-100. Landlord-tenant relationship.

This article does not affect the landlord-tenant relationship between the parties to a lease with an option-to-purchase contract during the term of the lease, and the rights of the landlords and tenants pursuant to the South Carolina Residential Landlord and Tenant Act remain in effect until transfer of ownership of the property to the purchaser.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-110. Agreements by parties relating to physical condition of property to be sold "as is".

Nothing in this article is intended to prevent the parties to a contract of sale from entering into agreements of any kind or nature with respect to the physical condition of the property to be sold including, but not limited to, agreements for the sale of real property "as is".

HISTORY: 2002 Act No. 336, Section 2.

Article 2

The South Carolina Vacation Rental Act

SECTION 27-50-210. Short title.

This article may be cited as the "South Carolina Vacation Rental Act".

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-220. Scope of article.

(A) This article applies to any rental management company acting on behalf of an owner or to any other persons or entities otherwise engaged in the renting or managing of residential property for vacation rental as defined in this article.

(B) This article does not apply to:

- (1) lodging provided by hotels, motels, tourist camps, or campgrounds subject to regulation under Title 45, including hotels, motels, or condominiums with multiple owners owning and managing individual units or groups of units that rent units on a daily basis or longer, and provide a front desk or office for customer service, or provide a centralized telephone system, or provide housekeeping services at no additional charge;
 - (2) any vacation timesharing accommodation as defined by Section 27-32-10(7) and (8); or
 - (3) rental of residential property on a weekly or monthly basis pursuant to Chapter 40 of this title, the South Carolina Residential Landlord and Tenant Act.
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HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-230. Definitions.

✓ As used in this article:

- (1) "Residential property" means an apartment, condominium, single family home, townhouse, cottage, or other property devoted to residential use or occupancy by one or more persons for a definite or indefinite period.
- (2) "Rental management company" means a licensed property manager-in-charge or broker-in-charge and their associates and employees who manage vacation rentals.
- (3) "Vacation rental" means the lease, sublease, or other rental of residential property for a period of fewer than ninety days, except that it does not include rental of residential property on a weekly or monthly basis pursuant to Chapter 40 of this title, the South Carolina Residential Landlord and Tenant Act.
- (4) "Vacation rental agreement" means a written agreement between an owner or the owner's rental management company and a tenant, in which the tenant rents residential property belonging to the owner for a vacation rental. This definition includes electronically transmitted agreements, including, but not limited to, agreements entered into over the Internet and electronic facsimiles.
- (5) "Vacation rental management agreement" means a written agreement between an owner and the owner's rental management company, in which the rental management company manages residential property belonging to the owner for a vacation rental. This definition includes electronically transmitted agreements, including, but not limited to, agreements entered into over the Internet and electronic facsimiles.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-240. Vacation rental agreements; evidence of acceptance; trust accounts; advance payments; rental management company responsibilities.

(A) An owner or rental management company and tenant shall use a written vacation rental agreement for all vacation rentals subject to the provisions of this article. No vacation rental agreement is valid and enforceable unless the tenant has accepted the agreement as evidenced by at least one of the following:

- (1) the tenant's signature on the vacation rental agreement, including electronic signatures transmitted over the Internet or other similar medium;
- (2) the tenant's payment of any monies towards the vacation rental agreement; and
- (3) the tenant's taking possession of the property subject to the vacation rental agreement.

(B) A rental management company in a vacation rental agreement shall place in a trust account conforming with the requirements of Section 40-57-135(B) any monies received from the tenant. The rental management company may require the tenant to pay all or part of any required rent, security deposit, or other fees in advance of the tenancy. The terms of these advanced payments, which may be nonrefundable, must be stated in the vacation rental agreement.

(C) A rental management company that executes a vacation rental agreement that does not conform to the provisions of this article or fails to execute a vacation rental agreement is subject to disciplinary action by the South Carolina Real Estate Commission under Section 40-57-145.

(D) A rental management company has a duty to inform each owner under contract with the rental management company of the owner's obligations under this section. If the rental management company has performed this duty, the rental management company is not liable for the owner's refusal or failure to comply with the requirements of this article. Nothing in this section may be construed to conflict with, or alter, the rental management company's duties under the rules and regulations of the South Carolina Real Estate Commission.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-250. Transfer of title of residential property subject to vacation rental agreement.

(A) The grantee of residential property subject to a vacation rental shall take title subject to the vacation rental agreement and the vacation rental management agreement for all vacation rental periods that begin no later than ninety days after the date the grantee's interest is recorded in the office of the register of deeds. If the vacation rental begins more than ninety days after the recording of the grantee's interest, then no party has the right to enforce the terms of the vacation rental agreement or occupancy provided for in the agreement, but the tenant is due a refund of any payments towards the agreement within forty-five days of the recording of the transfer of interest.

(B) Before ratification of any contract of sale, the grantor shall disclose to the grantee in writing all future time periods that the property is subject to a vacation rental. Not later than fourteen consecutive days after entering into a contract of sale or transfer of interest, whichever is earlier, the grantor shall disclose in writing to the rental management company the grantee's name and address. Not later than fourteen consecutive days after the date of the transfer of interest, the grantor shall disclose in writing to the rental management company the grantee's name, address, and date the transfer of interest was recorded. A grantor or grantee who knowingly violates or fails to perform any duty prescribed by any provision of this article is liable for actual damages proximately caused to the tenant and court costs. The court may award reasonable attorney fees incurred by the prevailing party. No action may be brought against an owner or rental management company by a tenant for any damages or injuries that occur as a result of property defects of which an owner or rental management company had no actual knowledge.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-260. Tenant compliance with evacuation orders.

If state or local authorities order a mandatory evacuation of an area that includes a residential property subject to a vacation rental, the tenant in possession of the property shall comply with the evacuation order.

HISTORY: 2002 Act No. 336, Section 2.

SECTION 27-50-270. Effect of failure to disclose vacation rental agreement to purchaser.

Failure by the owner to disclose the existence of a vacation rental agreement to the purchaser, closing attorney, lender, or title insurer does not:

- (1) void the sales agreement;
- (2) create an encumbrance or defect in title; or
- (3) create a cause of action against the purchaser, closing attorney, lender, or title insurer for failure to discover the existence of the vacation rental agreement.

HISTORY: 2002 Act No. 336, Section 2.



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Walter L. Pepperman, II, T. Ann Pepperman ("Buyer"), and

Seller(s), Henry H. Edwards, Pamela J. Edwards ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
- (B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
- (C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
- (D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
- (E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
- (F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
- (G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. **PURCHASE PRICE:** \$ 469,500.00

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.

The sale of Buyer's real property ☒ is ☐ is not a contingency for Purchase and terms ☒ are ☐ are not attached.

3. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, fuel tanks with fuel, alarm systems, satellite equipment, roll carts)

Address 165 Old Melvin Hill Road Unit # _____

City Campobello State of South Carolina

Zip 29322 County of Spartanburg

Lot _____ Block _____ Section/Phase _____ Subdivision _____

Other _____ Tax Map 1-10-00-047-03

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):
wall decor in entrance foyer, seating at breakfast bar, all mirrors over vanities.

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before October 1, 2014 ("Closing Date") with an automatic extension of 30 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the

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RE/MAX Advantage, PO Box 9 Tryon, NC 28782
Phone: 828.817.2223 Fax: 828.859.5468

Laura Mory

Pepperman

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title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debts, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total \$ 55000.00 (USD) Earnest Money is paid as follows: \$ 5,000.00 accompanies this offer and \$ _____ will be paid within 5 Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Laura May as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION OR MEDIATION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed upon in writing.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the ☐ Seller's or ☐ Buyer's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount 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 of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

7. FINANCE: Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the

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Effective Date and shall provide the Seller with reasonable satisfactory written loan approval that contains no credit, income, or asset conditions within _____ Business Days from the Effective Date. Final loan approval occurs when Lender transfers funds. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.

Lender (may change): _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____ . An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms
☐ are ☐ are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and attached to Contract.

(A) Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances. All repair procedure inspections shall be completed by May 1, 2014. In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the repair procedure inspection date mentioned above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

(B) Upon Delivered Notice of the Repair Requests, Seller has 3 Business Days to reply to the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract. If the Seller does not agree to make these Seller paid repairs, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections.

☒ Other BUYERS MAY CONDUCT A WALK THROUGH PRIOR TO CLOSING TO ASSURE
THEMSELVES THAT THE PROPERTY IS STILL IN THE SAME CONDITION AS WHEN THIS ☐ see attached.

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AGREEMENT WAS SIGNED.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☒ Buyer ☐ Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 30 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

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

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor.
Proposed HWC and type of HWC: _____

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be

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responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☐ Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home."

18. CRIME/MEGAN LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. ~~Buyer's earnest money deposit is deposited into an interest bearing trust account. Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.~~ H/KE
P/E
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20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

- (i) Deliver Notice of Default to Seller and terminate Contract and
- (ii) Pursue any remedies available to Buyer at law or equity and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.

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- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorney's fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (Info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 calendar days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any

 BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

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51.

Contract language conflicts. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

see attached addendums regarding sale contingency and confirmation of compensation.

29. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at noon ☒ AM ☐ PM on March 21, 2014 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: [Signature] Date: 3/11/14 Time:
Walter L. Pepperman, II

WITNESS: Date: Time:

BUYER: T. Ann Pepperman Date: 3/11/14 Time:
T. Ann Pepperman

WITNESS: Date: Time:

NOTICE ADDRESS/EMAIL/FAX:

SELLER: [Signature] Date: 3-18-14 Time:
Henry H. Edwards

WITNESS: Date: 3- Time:

SELLER: [Signature] Date: 3-18-14 Time:
Pamela J. Edwards

WITNESS: Date: Time:

NOTICE ADDRESS/EMAIL/FAX:

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCAR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCAR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCAR. SCAR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a GO attorney prior to signing to ensure the completed form meets your legal needs.

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[Signature] BUYER TAP BUYER [Signature] SELLER [Signature] SELLER HAVE READ THIS PAGE

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Pepperman

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ESCROW AGENCY ACKNOWLEDGEMENT SIGNATURE: _____
ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Laura May
DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Re/Max Advantage Realty
ESCROW AGENT CONTACT INFO: 177 N. Trade Street Tryon NC
(828) 859-5454

INVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*
LICENSEE: Laura May SC LICENSE # 52084 EXPIRES 06/30/2014
BROKER IN CHARGE: Jean Skelcy SC LICENSE # 26670 EXPIRES 06/30/2014
BROKERAGE COMPANY NAME: Re/Max Advantage Realty
MEMBERS OF: Tryon/Polk ASSOCIATION/BOARD OF REALTORS®
NOTICE ADDRESS: _____
NOTICE EMAIL/FAX: _____
MOBILE PHONE: (828) 817-2223 OFFICE PHONE: _____ OTHER: _____

INVOLVED AS: ☒ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*
LICENSEE: Randal Longo SC LICENSE # _____ EXPIRES _____
BROKER IN CHARGE: F. SAE Realty SC LICENSE # _____ EXPIRES _____
BROKERAGE COMPANY NAME: _____
MEMBERS OF: _____ ASSOCIATION/BOARD OF REALTORS®
NOTICE ADDRESS: _____
NOTICE EMAIL/FAX: _____
MOBILE PHONE: _____ OFFICE PHONE: _____ OTHER: _____

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.

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CONFIRMATION OF COMPENSATION

See Guidelines (Standard Form 770G) on proper use of this form.

Property Address: 165 Old Melvin Hill Road, Campobello, 29322 ("Property")

☐ Buyer or ☒ Seller: Henry H. Edwards, Pamela J. Edwards ("Client")

Real Estate Firm: Re/Max Advantage Realty ("Firm")

1. **Disclosure.** A real estate firm is required by law to timely disclose to their client the receipt of (or promise or expectation of receiving) any compensation, incentive, bonus, rebate and/or other valuable consideration of more than nominal value ("Compensation") from any other party or person in a real estate sales transaction and confirm such disclosure in writing before making or accepting any offer.

2. **Confirmation.** Firm hereby confirms that in connection with the sale or purchase of the Property, Firm expects to receive the following Compensation (check all applicable boxes):

☒ Monetary: \$ _____ or 3.000 percent of sales price of Property received/to be received from _____

☐ Non-monetary: (describe) _____ received/to be received from _____ estimated value: \$ _____

☐ Other: Contract with Walt & Arnie Pepperman dated 3-18-14. on 1st E. D/E

THE NORTH CAROLINA ASSOCIATION OF REALTORS, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Firm Re/Max Advantage Realty

Real Estate Firm Name

By: *Laura May*

Individual agent signature

Laura May

Date: 3-10-14

ACKNOWLEDGEMENT BY CLIENT

Client hereby acknowledges receipt of a completed copy of this form.

Client: *Henry H. Edwards*

Henry H. Edwards

Date: 3-18-14

Client: *Pamela J. Edwards*

Pamela J. Edwards

Date: 3-18-14

Page 1 of 1



South Carolina Association of REALTORS®, Inc.

RE/MAX Advantage, PO Box 9 Tryon, NC 28782

Phone: 828.817.2223

Fax: 828.859.5468

Laura May

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STANDARD FORM 770

Revised 1/2011

© 7/2013

Pepperman

54.

Attachment / Addendum - 165 Old Melvin Hill Rd. Campobello, SC

The Closing Date of October 1, 2014 is potentially fixed in order to permit Buyers to sell their residential property in Vermont. In consideration of this, Buyers will pay to Sellers \$500.00 per month, beginning April 1, 2014 and ending September 1, 2014. The total of these payments will be credited against the Purchase Price, but otherwise will be non-refundable. Buyers will have the right to extend the Closing Date by 30 days, if necessary, without further payment to Sellers. Any further extensions of the Closing Date must be agreed to by Buyers and Sellers. Until the Closing Date, Sellers will be responsible for maintaining their property in its current condition and for all taxes and insurance.

Henry J. Edwards 3-18-14
Sellers DATE

David Edwards 3-18-14
Sellers DATE

[Signature] 3/17/14
Buyer DATE

L. Ann Pepperman 3/17/14
Buyer DATE

DUE DILIGENCE REQUEST AND AGREEMENT
 [See Guidelines for completing this form (Standard form # 310G)]

NOTE: The parties may also use the Agreement to Amend Contract (Form 330-T) to memorialize including but not limited to, an adjustment to the Purchase Price and/or Seller payment of Buyer's expense any agreement regarding any due diligence request from Buyer.

Walter L. Pepperman, II, T. Ann Pepperman
 and Henry H. Edwards, Pamela J. Edwards
 have entered into an Offer to Purchase and Contract ("Contract") regarding the purchase and sale of the property address: 165 Old Melvin Hill Road, Campobello, 29

1. Based upon Buyer's Due Diligence, the Buyer requests and the Seller agrees to the following: Repair in the general summary inspection by Garland Rice. See attached (2,3, 4,5, and 6.1) Sand and re-stain water damage to wood floor and downstairs bedroom. (see inspection for photos) (4,2,

In the event the parties have agreed to any adjustment in the condition of the Property, then such a prior to Settlement in a good and workmanlike manner. Seller shall notify Buyer upon completion of with documentation thereof. Buyer shall have the right to verify that the items above have been workmanlike manner. Unless otherwise indicated in the Contract or this Agreement, such verification:

NOTE: Unless otherwise agreed, Buyer retains the right agreed to in Paragraph 1(j), Due Diligence Period and Contract. Buyer is advised to consult with Buyer's lender regarding this Agreement and/or any A prior to the expiration of the Due Diligence Period.

2. Release of Inspection Reports: Buyer ☒ does ☐ does not agree to release any inspection reports to
 3. Agreement: This agreement shall become effective on the date it has been signed by both parties. deletions hereto must be in writing and signed by all parties.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: Walter L. Pepperman, II Date 5/9/14 Seller: Henry H. Edwards
 Buyer: T. Ann Pepperman Date 5/9/14 Seller: Pamela J. Edwards
 Buyer: _____ Date _____ Seller: _____
 Buyer: _____ Date _____ Seller: _____



Attachment / Addendum #2 – 165 Old Melvin Hill Road, Campobello, SC – Contract 3/18/14.

The Closing Date is changed to no later than April 1, 2015, in order to permit Buyers to sell their residential property in Vermont or their townhouse property in Charleston, SC, whichever comes first. In consideration of this, Buyers will continue to pay to Sellers \$500.00 per month, beginning October 1, 2014 and ending March 1, 2015, unless the Closing occurs prior to that date. The total of these additional payments will be credited against the Purchase Price, but otherwise will be non-refundable. ~~Buyers will have the right to extend the Closing Date by 30 days, if necessary, without further payment to Sellers.~~ Any further extensions of the Closing Date must be agreed to by Buyers and Sellers. Until the Closing Date, Sellers will be responsible for maintaining their property in its current condition, and for all taxes and insurance. Buyers' earnest money deposit of \$5000.00 will remain refundable.

THE PLE
TRAP
ADRS

Henry H. Edwards
Seller

Date Sept 4, 2014

Pamela J. Edwards
Seller

Date Sept 4, 2014

Walter L. Pepperman II
Buyer

Date 9/5/14

T. Ann Pepperman
Buyer

Date 9/5/14



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article I requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: DJG Seller _____ Date 9/9/12 Buyer TAP Date 3/17/13
Rev. 1/04/11

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Phone:

Fax:

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AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:

	Yes*	No	Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ <u>HARDI BOARD</u> b. Approximate age of structure <u>10 yrs</u>	☐	☒	☐
2. Roof (leakage or other problem)? a. Approximate age of roof covering <u>10 yr</u>	☐	☒	☐
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	☐	☒	☐
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	☐	☒	☐
5. Plumbing system (pipes, fixtures, water heater, etc.)?	☐	☒	☐
6. Heating and/or air conditioning? a. Heat source: furnace ___ heat pump <u>2</u> baseboard ___ b. Cooling source: central ___ wall/window unit(s) ___ c. Fuel source: electricity <u>✓</u> natural gas ___ propane ___ oil ___ d. Approximate age of heating unit <u>10 yr</u> /cooling unit <u>10 yr</u>	☐	☒	☐
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/county ___ community system ___ private well <u>✓</u> b. water pipes are: copper ___ galvanized ___ PVC/CPVC ___ polybutylene ___	☐	☒	☐
8. Septic system? a. Type system: septic tank <u>✓</u> community system ___ connected to city/county system ___ city/county system available ___ b. Does the system require a pump? Yes ___ No <u>✓</u> c. Has the septic system been serviced/pumped during your ownership?	☐	☒	☐
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?	☐	☒	☐
10. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ___ No <u>✓</u>	☐	☒	☐
11. Drainage, grading or stability of soil or retaining structure?	☐	☒	☐
12. Other built-in systems and fixtures? central vacuum ___ pool ___ hot tub ___ spa ___ attic fan ___ exhaust fan ___ ceiling fan <u>✓</u> sump pump ___ irrigation system ___ cable tv wiring or satellite dish ___ security system ___ or other systems ___	☐	☒	☐

Initials: DJE Seller 5/11/12 Date WAR Buyer TAP Date 3/17/13
Rev. 1/04/11/16

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REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOT, OTHER IMPROVEMENTS, AND FIXTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:

- | | Yes* | No Representation | No |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 13. Room additions or other structural changes? | ☐ | ☒ | ☐ |
| 14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination? | ☐ | ☒ | ☐ |
| 15. Nuisances (noise, odor, smoke, etc.) affecting the property? | ☐ | ☒ | ☐ |
| 16. Previous damage caused by fire? | ☐ | ☒ | ☐ |
| 17. Violations or variances of building codes or zoning ordinances? | ☐ | ☒ | ☐ |
| 18. Restrictions to property use? (covenants or deed) <i>ON FILE</i> | ☒ | ☐ | ☐ |
| 19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property? | ☐ | ☒ | ☐ |
| 20. Lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax or other liens, proposed assessments or notice from any governmental agency that could affect title to the property? | ☐ | ☒ | ☐ |
| 21. Owners' association fees or "common area" expenses or assessments? <i>N/A</i> | ☐ | ☒ | ☐ |
| 22. Flood hazards or that the property is in a federally-designated flood plain? | ☐ | ☒ | ☐ |
| 23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing? | ☐ | ☒ | ☐ |
| 24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property? | ☐ | ☒ | ☐ |

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.**

Initials: _____ Seller _____ Date _____ Buyer *TAP* Date *3/17/13*

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Rev. 1/04

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Walter L. and T. Ann Pepperman II,
APPELLANTS,

VS.

Henry H. and Pamela J. Edwards,
RESPONDENTS.

COMMON PLEAS CASE NUMBER

2015CV4210106057

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

FILED
CLERK OF COURT
SPARTANBURG COUNTY
MAY 23 AM 11:54
J. HOPE LACKLEY

The plaintiffs, Walter L. and T. Ann Pepperman II, hereby give notice of appeal from the judgment of the magistrate's court in the above action, Order Of Final Disposition dated May 13, 2016, to the Circuit Court of Common Pleas, in the County of Spartanburg.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 18th day of May, 2016.

The appellants' exceptions to the judgment in the magistrate's court are set forth as follows:

1. This suit involves multiple leaks in the roof of a small barn (See color photos attached to appellant's reply to answer/counterclaim below), where appellants house their three horses, and the horses' feed, tack and related equipment. This barn is adjacent to the residence and therefore located on the residential real property sold by respondents to appellants. It was an important aspect of the property in appellants' decision to purchase it. The leaks were discovered after appellants moved into the property and after the first hard, blowing rain. Appellants' claim was based in part on respondents' Residential Property Condition Disclosure Statement which appellants contend represented that there were no roof leaks on the property conveyed.
2. After having this matter under advisement for five months, the Magistrate Judge incorrectly found that the operative Residential Property Condition Disclosure Statement " ... does not apply to any outbuildings, only the residence itself." (Order below, page 2). This finding is belied by the underlying documents themselves, which were part of appellants' evidence below.
3. The Agreement/Contract To Buy And Sell Real Estate (Residential) involving the property here in question specifically covers outbuildings in the description of the property conveyed at paragraph 3, which provides: " Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems and fixtures if any thereon and further described below " as the Property at 165 Old Melvin Hill Road,

Campobello, SC 29322, County of Spartanburg. (See Exhibit A appended hereto and hereby incorporated by reference herein). The barn was included in the residential real estate transaction as an appurtenant interest, improvement and/or fixture on the property as part of the residential real property being conveyed.

4. The required State of South Carolina Residential Property Condition Disclosure Statement covered and pertained to the complete residential real estate being sold and purchased in its entirety, not just the residence. Many paragraphs of that Statement demonstrate that it applies to the whole property and is not limited to the residence, i. e. #14 Environmental hazards, #15 Nuisance affecting the property, #17 Code or zoning violations, #18 Restrictions on property use, #19 Utility or other easements or encroachments from adjacent property, #20 Lawsuits or other legal proceedings involving the property, #22 Flood hazards, and #23 Contracts in place regarding the property. Furthermore, there is no reason why for instance the condition of any structural components #1, electrical system #4, plumbing system #5, heating, air conditioning #6, etc. in any outbuilding would not be covered. (See Exhibit B appended hereto and hereby incorporated by reference herein).
5. Accordingly, the representation in that Statement that there was no roof leakage or other problem (See Exhibit B at #2) related to the condition of the residential real estate in question, which included the barn as an appurtenant interest, improvement, and/or fixture situated thereon in accordance with the underlying Agreement/Contract To Buy And Sell Real estate. The Magistrate Judge's ruling to the contrary must therefore be reversed.
6. The Magistrate Judge was advised specifically of appellants' position in this regard in writing (See Exhibit C appended hereto and hereby incorporated by reference herein), but apparently chose to ignore it.
7. However, and in any event, the evidence below was undisputed that the leaking barn roof constituted a latent defect arising from the respondents having themselves constructed the barn roof in an improper manner that resulted in the leaks. (See the Complaint, paragraphs 5 and 8 which allege that, after discovery of the leaks, "Subsequent inspection revealed that the barn roof shingles had been installed incorrectly, causing the multiple leaks, which gave the appearance of being longstanding." [par.5], and "On information and belief, defendants were their own contractor in the construction of the barn, and they were the ones who installed the roof shingles incorrectly." [par. 8]. None of this was ever contradicted by respondents, and the corresponding proof of this latent defect at trial was uncontested. The barn was built at the

same time as the residence, and respondents together built both buildings. Appellants produced at trial expert testimony, from the contractor they hired to replace the leaking roof and who had 40 years of experience in the construction industry, regarding the improper roof construction and resulting leakage, whereas the respondent builders were both present to hear it and offered no testimony contradicting appellants' expert evidence. That evidence included a courtroom demonstration with actual roof shingles of the identical type from the barn as to exactly how the improper construction occurred. This undisputed evidence required a finding of the existence of a latent defect in the property conveyed, not reasonably discoverable by inspection prior to settlement, and rendering the property insofar as the barn is concerned unmerchantable and not reasonably fit for the purpose intended. That finding compelled an award to appellants of \$2000, which was the undisputed cost to appellants of replacing the defectively installed roof.

8. The Magistrate Judge either forgot about this evidence after sitting on the matter for five months, and then dwelling only on the Disclosure, or, again, chose to ignore it.

WHEREFORE, the Magistrate Judge having found that the barn roof did leak (Order below, page 2), but having refused to grant appellants any relief for material breach of the Agreement/Contract To Buy and Sell Real Estate (Residential) by way of a misrepresentation in the required Disclosure, or for the existence of a latent defect in the barn roof for which respondents are responsible because they themselves constructed the roof improperly and sold the property to appellants with the barn in that condition, appellants respectfully request that this Court enter an order reversing the disposition below and entering judgment in favor of appellants and against respondents in the amount of \$2000, with interest as appropriate from April 29, 2015 (See contractor invoice attached to the Complaint), and all of the costs of this action, including an expert witness fee of \$100 proven at trial, in this Court and in the court below.

Respectfully submitted,

Walter L. Pepperman II

T. Ann Pepperman

165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978
Appellants

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2016 MAY 23 AM 11:54
M. HOPE BLACKLEY

Dated: May 23, 2016



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), BELLES L. PEREZ-SCHUBER, II, P. AND PEREZ-SCHUBER ("Buyer"), and

Seller(s), ROSEY B. SCHUBER, KIMBERLY V. SCHUBER ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 455,000.00

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.

The sale of Buyer's real property ☒ is ☐ is not a contingency for Purchase and terms ☒ are ☐ are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about lease issues prior to signing Contract. Lease issues and items see Adjustments (e.g. tenants, rents, deposits, documents, fuel tanks with fuel, alarm systems, satellite equipment, roll carts)

Address 145 Old Malvia Mill Road Unit #

City Cannockville State of South Carolina

Zip 29322 County of Spartanburg

Lot Block Section/Phase Subdivision

Other Tax Map 1-10-00-047-03

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):
WALL DADOES IN ENTRANCE Foyer, seating at breakfast bar, all mirrors over
vanities.

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before October 1, 2014 ("Closing Date") with an automatic extension of 30 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the

PK BUYER TP BUYER MS SELLER PC SELLER HAVE READ THIS PAGE

FORM 310 PAGE 1 OF 5

RE/MAX Advantage, PO Box 9, Tryon, NC 27782
Phone 828.317.2225 Fax 828.279.3488

Leads by

Proprietary

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EXHIBIT A

65.



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

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article I requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: DJE Seller _____
Rev. 1/04/11/12

Date: 9/9/12 Buyer TAP Date: 3/17/13

Page 1 of 4 Form 230

Phone:

Fax:

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www.zipform.com

EXHIBIT B

66.

AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:

	Yes*	No Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ <u>HARDI BOARD</u> b. Approximate age of structure <u>10 yrs</u>	☐	☒
2. Roof (leakage or other problem)? a. Approximate age of roof covering <u>10 yrs</u>	☐	☒
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	☐	☒
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	☐	☒
5. Plumbing system (pipes, fixtures, water heater, etc)?	☐	☒
6. Heating and/or air conditioning? a. Heat source: furnace ___ heat pump <u>2</u> baseboard ___ b. Cooling source: central ___ wall/window unit(s) ___ c. Fuel source: electricity <u>1</u> natural gas ___ propane ___ oil ___ d. Approximate age of heating unit <u>10 yrs</u> / cooling unit <u>10 yrs</u>	☐	☒
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/country ___ community system ___ private well <u>1</u> b. water pipes are: copper ___ galvanized ___ PVC/CPVC ___ polybutylene ___	☐	☒
8. Septic system? a. Type system: septic tank <u>1</u> community system ___ connected to city/country system ___ city/country system available ___ b. Does the system require a pump? Yes ___ No <u>1</u> c. Has the septic system been serviced/pumped during your ownership?	☐	☒
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc)?	☐	☒
10. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ___ No <u>1</u>	☐	☒
11. Drainage, grading or stability of soil or retaining structure?	☐	☒
12. Other built-in systems and fixtures? central vacuum ___ pool ___ hot tub ___ spa ___ attic fan ___ exhaust fan ___ ceiling fan <u>1</u> sump pump ___ irrigation system ___ cable tv wiring or satellite dish ___ security system ___ or other systems ___	☐	☒

Initials: DJE Seller 5/4/12 Date TAH Buyer 3/17/13 Date

Rev. 1/04/11/16

Page 2 of 4 Form 230

REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOT, OTHER IMPROVEMENTS, AND FIXTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:

- | | Yes* | No Representation | No |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 13. Room additions or other structural changes? | ☐ | ☒ | ☐ |
| 14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination? | ☐ | ☒ | ☐ |
| 15. Nuisances (noise, odor, smoke, etc.) affecting the property? | ☐ | ☒ | ☐ |
| 16. Previous damage caused by fire? | ☐ | ☒ | ☐ |
| 17. Violations or variances of building codes or zoning ordinances? | ☐ | ☒ | ☐ |
| 18. Restrictions to property use? (covenants or deed) <i>ON FILE</i> | ☒ | ☐ | ☐ |
| 19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property? | ☐ | ☒ | ☐ |
| 20. Lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax or other liens, proposed assessments or notice from any governmental agency that could affect title to the property? | ☐ | ☒ | ☐ |
| 21. Owners' association fees or "common area" expenses or assessments? <i>N/A</i> | ☐ | ☒ | ☐ |
| 22. Flood hazards or that the property is in a federally-designated flood plain? | ☐ | ☒ | ☐ |
| 23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing? | ☐ | ☒ | ☐ |
| 24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property? | ☐ | ☒ | ☐ |

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.**

Initials: _____ Seller _____ Date _____ Buyer *JAP* Date *3/17/13*

Rev. 1/04

Page 3 of 4 Form 230

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www.zipform.com

"Yes" explanations continued:

Owner(s) Acknowledgement	
Property Address: <u>165 OLD MELVIN HILL RD</u>	
The property is currently: owner-occupied ☒ leased ☐ in an estate ☐ in foreclosure ☐ vacant ☐ (If vacant, how long?) _____	
Owner's Name(s): <u>CAMPBELL S.C. 29322</u>	
Owner(s) acknowledge having examined this statement before signing and that all information is true and correct as of the date signed.	
Owner Signature: <u>[Signature]</u>	Date: <u>8/9/12</u>
Owner Signature: <u>[Signature]</u>	Date: <u>8/9/12</u>

Purchaser(s) Acknowledgement	
Purchaser(s) acknowledge receipt of a copy of this disclosure statement; that he/she has examined it before signing; that he/she understands that this is not a warranty by owner or owner's agent; that it is not a substitute for any inspections he/she may wish to obtain; and that the representations are made by the owner and not the owner's agent(s) or subagent(s). Purchaser(s) are encouraged to obtain his/her own inspection by a licensed home inspector or other professional.	
Purchaser Signature: <u>[Signature]</u>	Date: <u>3/17/14</u>
Purchaser Signature: <u>[Signature]</u>	Date: <u>3/17/14</u>

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

Rev. 1/04

Page 4 of 4 Form 230

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December 1, 2015

The Honorable Charlie Jones
Spartanburg Magistrate
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Pepperman v. Edwards; Civil Case Number 2015CV4210106057; Trial date 11/30/15; 2:00PM

Dear Judge Jones:

The purpose of this letter is to advise the Court of two matters which plaintiffs did not have an adequate opportunity to respond to at trial because they had never been raised by defendants before we were in the Courtroom.

First Matter

At the trial, the Edwards for the first time contended that their disclosure, which was part of the agreement/contract involving 165 Old Melvin Hill Road, Campobello, and which represented that there was no roof leakage, did not cover the barn. The first two pages of that four page document were attached to the Complaint, and the full four pages were handed up to the Court at trial. It is entitled State of South Carolina Residential Property Condition Disclosure Statement. The sales agreement/contract itself is entitled Agreement/Contract To Buy And Sell Real Estate (Residential).

In the latter, the property to be sold is described under the heading "Property" at paragraph 3 as follows: "The Seller will sell and the Buyer will buy for the purchase price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems and fixtures, if any, thereon and further described below..." There then follows identification of the Property as 165 Old Melvin Hill Road, Campobello, State of South Carolina, Zip 29322, County of Spartanburg.

Accordingly, the residential property involved in this transaction included the barn as an appurtenant interest, improvement and/or fixture thereon. And, this is the same residential property to which the disclosure attached to the agreement/contract applied.

Attached hereto is a copy of page 1 of the agreement/contract containing the above quoted terms. If the barn was covered by the sales agreement/contract, it was covered by the appended disclosure. It was part of the residential property that was being sold and purchased, and the condition of which was being disclosed.

Second Matter

Mrs. Edwards handed to the Court at the end of the trial some pages from Title 27 of the South Carolina Code of Laws. Plaintiffs had never been shown this before. On the last page thereof, Mrs. Edwards highlighted a definition of Residential Property at Section 27-50-230 (1). This Section is part of the South Carolina Vacation Rental Act which has no application whatsoever in this matter. It defines only what are considered to be rental units under that particular law.

EXHIBIT C

70.

Respectfully yours,

Walter L. Pepperman II

T. Ann Pepperman

165 Old Melvin Hill Road

Campobello, SC 29322

Plaintiffs

cc: Henry and Pamela Edwards, Defendants, w/encl.



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Debra L. Rasmussen, II, T. Ann Rasmussen ("Buyer"), and

Seller(s), Henry B. Edwards, Pamela V. Edwards ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
 (B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
 (C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
 (D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
 (E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
 (F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
 (G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. **PURCHASE PRICE:** \$ 452,500.00

Payable by transfer of (Good Funds) via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.

The sale of Buyer's real property ☒ is ☐ is not a contingency for Purchase and terms ☒ are ☐ are not attached.

3. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, fuel tanks with fuel, alarm systems, satellite equipment, roll carts)

Address 188 Old Malvin Hill Road Unit #

City Clematulla State of South Carolina

Zip 29322 County of Roanokeburg

Lot Block Section/Phase Subdivision

Other Tax Map 1-10-00-067-03

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):
will cover an entrance door, seating at breakfast bar, all mirrors over
vanities.

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before October 1, 2014 ("Closing Date") with an automatic extension of 30 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the

UK BUYER TP BUYER HR SELLER DE SELLER HAVE READ THIS PAGE

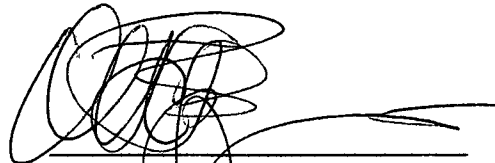
FORM 810 PAGE 1 of 6

CERTIFICATE OF SERVICE

I, Walter L. Pepperman II, do hereby certify that on May 23, 2016, I served the foregoing Notice Of Civil Appeal by depositing copies thereof in the United States First Class Mail, postage prepaid, to the following at the addresses indicated:

Henry and Pamela Edwards
2081 Red Radford Road
Campobello, SC 29322
Respondents

Clerk
Circuit Court of Common Pleas for Spartanburg County
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306



Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978
Appellant

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2016 MAY 23 AM 11:54
M. HOPE BLACKLEY

May 23, 2016

BY HAND DELIVERY

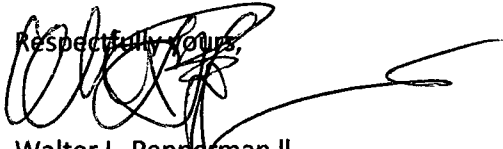
The Honorable Charlie Jones
Spartanburg Magistrate and Trial Judge
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

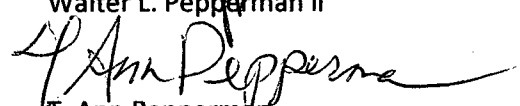
Re: Pepperman v. Edwards; Civil Case Number 2015CV4210106057; Trial date 11/30/15; Final
Disposition 5/13/16; Notice Of Civil Appeal

Dear Judge Jones:

In accordance with the required procedure, I am delivering to the Court herewith plaintiffs' Notice Of Civil Appeal, along with a check for the filing fee. Please forward the record of the case to the Clerk of the Circuit Court of Common Pleas for Spartanburg County.

Respectfully yours,


Walter L. Pepperman II


T. Ann Pepperman
165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978
Plaintiffs/Appellants

cc: Henry and Pamela Edwards, Defendants/Respondents, w/encl.
Clerk, Circuit Court of Common Pleas, County of Spartanburg, w/encl.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2016 MAY 23 AM 11:54
M. HOPE BLACKLEY

June 17, 2016

M. Hope Blackley
Clerk of Court, Spartanburg County
P. O. Box 3483
Spartanburg, SC 29304-3483

Re: Case: 2016CP4201952-Walter L. Pepperman II, plaintiff, et al VS Henry H. Edwards, defendant, et al

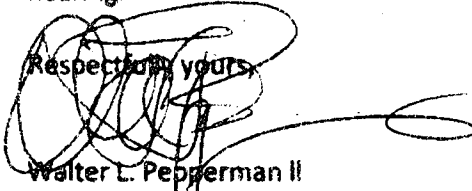
Dear Ms. Blackley:

We have received the Notice of the hearing in the captioned matter dated June 9, 2016. That hearing is, scheduled for August 25, 2016. My wife and I will be there at 2:00 PM.

Under Magistrate Court Rule 18 (b), the Magistrate is required to file with you the return to the notice of appeal, together with the record below, a statement of all proceedings in the case, and, if necessary, the testimony taken at trial. Under (c), upon receipt of the return, notice is to be sent to the parties that the return has been filed. See also Common Pleas Rule 75. I understand that the return papers are to be filed with you within 30 days after the filing of the appeal.

I hereby request the opportunity to review everything that is filed with you by the Magistrate once it all has been received in your Court, and on a date that is within a reasonable time prior to the scheduled hearing.

Respectfully yours,



Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
Plaintiff/Appellant

cc: Henry H. Edwards and Pamela J. Edwards, Defendants/Appellees

(1)
August 8, 2016

M. Hope Blackley
Clerk of Court, Spartanburg County
P. O. Box 3483
Spartanburg, SC 29304-3483

Re: Case: 2016CP4201952-Walter L. Pepperman II, plaintiff, et al VS Henry H. Edwards, defendant, et al

Dear Ms. Blackley:

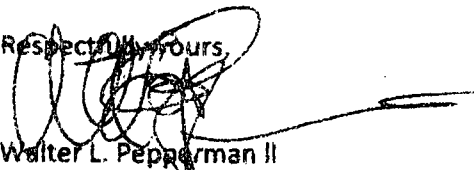
The appeal hearing in the captioned matter is scheduled for two weeks from today. Enclosed is a copy of my letter to you of June 17, 2016, to which I have received no response.

In order properly to prepare for this hearing, I need the opportunity to examine the file sent up to you from the Magistrate Court.

Under Common Pleas Rule 75, I understand that the return papers were to be filed with you within 30 days after the filing of the appeal, which time has now passed.

I again hereby request the opportunity to review everything filed with you by the Magistrate at the earliest possible date.

Respectfully yours,



Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
Plaintiff/Appellant

cc: Henry H. Edwards and Pamela J. Edwards, Defendants/Appellees

August 24, 2016

BY HAND DELIVERY

M. Hope Blackley
Clerk of Court, Spartanburg County
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29304-3483

Re: Pepperman v. Edwards, Case No. 2016-CP-42-1952

Dear Ms. Blackley:

The purpose of this letter is to make a record of what has arisen as a result of my visit to your office of yesterday by pre arrangement to inspect the file in the captioned matter.

This matter is an appeal filed May 23, 2016, from the Spartanburg County Magistrate Court regarding a decision of Magistrate Jones dated April 29, 2016, with an Order of Final Disposition, dated May 13, 2016. It is scheduled for a hearing before the Honorable R. Keith Kelly on this Thursday, August 25, 2016, at 2PM.

Yesterday, and in preparation for that hearing, I arranged through Maribel Martinez to examine the file on this matter in your office. When I did so, to my utter shock, I found in the file a new and rewritten decision by the Magistrate dated July 25, 2013, and filed July 29, 2016, with no copy thereof ever having been received by me. This new decision changed in material respects the original decision that I appealed from and appears to be in response to the substance of my Notice of Appeal served on the Magistrate on May 23, 2016, at the time my appeal was filed. If I had not gone to your office to review the file, I would never even have known about it prior to the hearing.

I respectfully submit that this action taken by the Magistrate is highly improper, and should be disregarded on this appeal for that reason and without even giving regard to the responsive observations which follow. It was also outside the 30 day period from the filing of the appeal for the filing of the return papers by the Magistrate as provided by Common Pleas Rule 75.

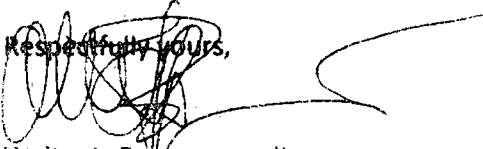
My substantive comments regarding this development for the record are as follows:

1. There was no further Order of Final Disposition attached to this new decision so it appears the Order of Final Disposition dated May 13, 2016, with attached decision dated April 29, 2016, remains the operative disposition/decision for purposes of this appeal.
2. The file contains the Magistrate's draft hand written decision dated April 27, 2016, and it is identical to the typed and issued decision dated April 29, 2016. This proves the after-thought nature of the rewritten decision generated in response to my appeal.
3. The new substantive addition in the July 25, 2016 decision is: "The testimony of the repair contractor was that he could not duplicate the leak without blasting the roof with high pressured water at a particular angle." This was in obvious response to my contention in the Notice of Appeal that the Magistrate had ignored the fact that the leaking barn roof was a latent defect in the property. The color photos attached to my Reply To Answer/ Defendants' Counterclaim show the myriad of leaks that occurred as a result of the first wind driven rain storm after we purchased the property. The contractor who did the repairs demonstrated to the Magistrate with shingles from the barn roof exactly how the roof was

improperly constructed by defendants causing the numerous and wide spread leaks. This expert testimony was undisputed. Moreover, how the leaks could be recreated was irrelevant to the issue of the existence of a latent defect arising from the proven improper roof construction that resulted in the many leaks which were photographed the morning after the wind driven rain storm. See also discussion and analysis in Lane v. Trendholm Bldg. Co., 229 SE2d 728 (SC 1976), regarding the application of the sound common law rule in South Carolina of caveat venditor, which would apply to the latent defect here caused by defendants' improper construction of the barn roof as part of the property they sold to plaintiffs who were relying on that barn adequately to house their three horses.

4. The other new addition was a finding that, apparently arising from the aforesaid contractor's testimony, we failed to prove our case by a preponderance of the evidence, which is belied by the record in this case that must be contained in the CD now found in the file dated November 30, 2016, but not noted in the original decision. As just stated above, the cause of the roof leaks was proven with undisputed expert testimony. The defendants who built the barn roof were present and did not contest this testimony.
5. The file also contains a sealed and unopened envelope addressed to the Magistrate and mailed to him by me via US Priority Mail, with a copy to the defendants, on December 1, 2016, after the trial. The envelope contains the original of my letter to the Magistrate dated December 1, 2016, regarding two matters which plaintiffs did not have an adequate opportunity to respond to at trial because they had never been raised by defendants before we were in the courtroom. The first one explained the reason based on the evidence at trial why the property disclosure, which represented that there were no leaks in the roof, covered the barn as well as the residence. This is the very point on which the Magistrate in his initial decision decided against us, and he never took the opportunity to read our argument on that point in that he never bothered even to open my letter. Enclosed is a copy of that December 1, 2015 letter.

Respectfully yours,


Walter L. Pepperman, II
165 Old Melvin Hill Road
Campobello, S.C. 29322
Plaintiff/Appellant

cc: Henry H. and Pamela J. Edwards, Defendants/Appellees, w/encl.

December 1, 2015

The Honorable Charlie Jones
Spartanburg Magistrate
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Pepperman v. Edwards; Civil Case Number 2015CV4210106057; Trial date 11/30/15; 2:00PM

Dear Judge Jones:

The purpose of this letter is to advise the Court of two matters which plaintiffs did not have an adequate opportunity to respond to at trial because they had never been raised by defendants before we were in the Courtroom.

First Matter

At the trial, the Edwards for the first time contended that their disclosure, which was part of the agreement/contract involving 165 Old Melvin Hill Road, Campobello, and which represented that there was no roof leakage, did not cover the barn. The first two pages of that four page document were attached to the Complaint, and the full four pages were handed up to the Court at trial. It is entitled State of South Carolina Residential Property Condition Disclosure Statement. The sales agreement/contract itself is entitled Agreement/Contract To Buy And Sell Real Estate (Residential).

In the latter, the property to be sold is described under the heading "Property" at paragraph 3 as follows: "The Seller will sell and the Buyer will buy for the purchase price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems and fixtures, if any, thereon and further described below..." There then follows identification of the Property as 165 Old Melvin Hill Road, Campobello, State of South Carolina, Zip 29322, County of Spartanburg.

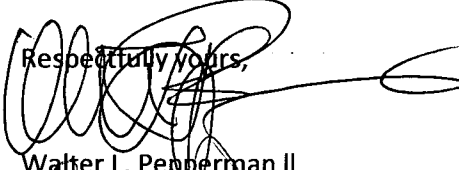
Accordingly, the residential property involved in this transaction included the barn as an appurtenant interest, improvement and/or fixture thereon. And, this is the same residential property to which the disclosure attached to the agreement/contract applied.

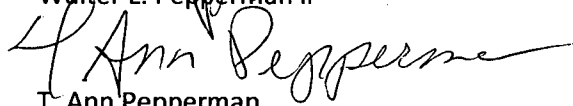
Attached hereto is a copy of page 1 of the agreement/contract containing the above quoted terms. If the barn was covered by the sales agreement/contract, it was covered by the appended disclosure. It was part of the residential property that was being sold and purchased, and the condition of which was being disclosed.

Second Matter

Mrs. Edwards handed to the Court at the end of the trial some pages from Title 27 of the South Carolina Code of Laws. Plaintiffs had never been shown this before. On the last page thereof, Mrs. Edwards highlighted a definition of Residential Property at Section 27-50-230 (1). This Section is part of the South Carolina Vacation Rental Act which has no application whatsoever in this matter. It defines only what are considered to be rental units under that particular law.

Respectfully yours,


Walter L. Pepperman II


T. Ann Pepperman
165 Old Melvin Hill Road
Campobello, SC 29322
Plaintiffs

cc: Henry and Pamela Edwards, Defendants, w/encl.



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Walter L. Pappasman, II, T. Ann Pappasman ("Buyer"), and

Seller(s), Henry B. Edwards, Pamela J. Edwards ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
 (B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
 (C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
 (D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
 (E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
 (F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
 (G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. **PURCHASE PRICE:** \$ 462,500.00

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.

The sale of Buyer's real property ☒ is ☐ is not a contingency for Purchase and terms ☒ are ☐ are not attached.

3. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, fuel tanks with fuel, alarm systems, satellite equipment, roll carts)

Address 165 Old Melvin Hill Road Unit # _____

City Camdenville State of South Carolina

Zip 29322 County of Spartanburg

Lot _____ Block _____ Section/Phase _____ Subdivision _____

Other _____ Tax Map 1-10-00-067-03

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s): wall decor in entrance foyer, seating at breakfast bar, all mixers over vanities.

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before October 1, 2014 ("Closing Date") with an automatic extension of 30 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the

WLP BUYER PEJ BUYER HBE SELLER PJE SELLER HAVE READ THIS PAGE

FORM 310 PAGE 1 of 5

RE/MAX Advantage, PO Box 9 Tryon, NC 28782
 Phone: 828.817.2225 Fax: 828.239.5466

Laura May

Pappasman

Produced with approval by eScribe 18070 Raven Hill Farm, Pottsville, MD 21139 800.251.8100

1 THE COURT: Pepperman vs. Edwards, et al. That's okay.
2 (Whereupon, the parties came forward.)
3 THE COURT: Okay, ya'll can have a seat, please. What do
4 we have here, it's a motion -- it's an appeal?
5 MR. PEPPERMAN: Appeal from the magistrate court, Your
6 Honor.
7 THE COURT: Okay.
8 (Pause.)
9 THE COURT: Okay. Uh, because I don't know anyone, are
10 are you the Peppermans?
11 MR. PEPPERMAN: Yes. Yes, Your Honor, ---
12 THE COURT: Okay, and ---
13 MR. PEPPERMAN: --- Walt and Annie Pepperman.
14 THE COURT: --- and Edwards?
15 MR. EDWARDS: Henry and Pam.
16 MS. EDWARDS: Pamela and Henry.
17 THE COURT: Pamela and Henry Edwards? All right,
18 Mr. Pepperman, be happy to hear from you. I have your, uh,
19 notice of appeal and I've scanned so I see what it is, it was
20 over a roof leak, is that right?
21 MR. PEPPERMAN: Yes, Your Honor, it was.
22 THE COURT: Okay, yes, sir, be happy to hear from you.
23 MR. PEPPERMAN: Well, may it please the Court, uh, our
24 notice of appeal is really in the form of like a brief so
25 that's primarily, uh, what we have to say about this. There

1 there was a very unusual development yesterday, day before
2 yesterday, that I hand-delivered a letter to the clerk
3 yesterday about. Uh, I went, I I arranged to go to the
4 clerk's office to review the file so that I could be prepared
5 for today, when I looked at the file I found in there that the
6 magistrate has submitted a new opinion on July 25th, this
7 appeal was filed back in May and the magistrate on July 25th
8 filed a new, uh, opinion or decision in which he materially
9 changed his original decision in the light of having seen my
10 notice of appeal. Basically, our our con -- initial
11 contention was the magistrate made a mistake because he did
12 not review the contract of sale and the property diclo --
13 disclosure statement with regard to this transaction and he
14 misconstrued the property condition disclosure, uh, that was
15 our initial position, we also presented evidence with a
16 contractor. The Edwards built this house, we love the house
17 and it's fantastic property, they built it, they did for the
18 most part a great job but the barn roof was a, improperly
19 constructed and at the trial we had a con -- roof contractor
20 come in with the shingles and explain to the Court why it was
21 improperly constructed what resulting in a myriad of leaks
22 after the first wind-driven rain, uh, I took pictures of it.
23 We have three horses, we brought this property because it was
24 ideal for our three horses with a barn next to the house, this
25 houses our three horses. That morning when I went down there

1 after the wind-driven rain and saw ten or twelve leaks, I took
2 pictures of them so so that I sent them right to the Edwards
3 so that they'd see what happened but basically we proved a
4 latent defect in the property without regard to the Property
5 Condition Disclosure and that's what our notice of appeal
6 said. The magistrate then went back and wrote a new opinion
7 in which he asserted a line that said that the contractor
8 testified as to how he would have to reduplicate the the leak
9 and that it was, he he was gonna have to use pressured water
10 to reduplicate it, uh, and our position was whether the leak
11 could be reduplicated or not is irrelevant to the fact that
12 the roof was inconpro -- improperly constructed in the first
13 place resulting in the leaks. Mr. and Mrs. Edwards built the
14 property, they were right there when our expert testified with
15 the shingles explaining to the judge how the roof was
16 improperly constructed and they never said a word so that
17 prop -- that that evidence was undisputed and the magistrate
18 ignored it, uh, and then when he saw my notice of appeal and,
19 uh, me citing a a, uh, a South Carolina Supreme Court case
20 *Lane vs.*, uh, *Trenholm Building Company* which is right on
21 point about latent defects, uh, he decided he'd better put
22 another line or two in a, in a new decision and I found that
23 to be highly improper after an appeal's filed in this court
24 and then the lower court judge with notice to nobody files a
25 new decision in attempt to correct a point that he didn't make

1 the first time, uh, and as I said, the way he tried to correct
2 it didn't correct it but still was was so shocking to go in
3 there and I don't know whether the Edwards ever saw that or
4 not, I would never have seen it if I hadn't gone in there on
5 Tuesday and found it in the file, so that's, that is basically
6 our our position: the judge misconstrued the Property
7 Disclosure Statement, he said when they told us there were no
8 roof leaks it only applied to the residents. We contended
9 under the agreement of sale it applied to any buildings on the
10 property that were useable and that's the point he went off
11 on. He said, No, the disclosure only applied to the house,
12 the the residence roof, but he never got to the in the latent
13 defect point and the, uh, the case which, uh, I have copies
14 here it's *Lane vs. Trenholm Building Company*, uh, and it's, a
15 a 267 I guess, uh, South Carolina 4 - 499, well I have copies
16 of it right here, but this case is the seminal 1976 case from
17 the, from the Supreme Court that says that latent defects are
18 are are are damages and you can sue for them, uh, the latent
19 defect in this case was a bad septic tank but in our case it
20 was a leaking roof and in the, in the papers, Judge, attached
21 to our answer to their counterclaim are the color photographs
22 that I took on the morning after that rain that shows ten or
23 twelve different leaks in our barn roof where we had the hay,
24 the horses' tack, the horses themselves, course they can have
25 water on 'em but you really don't wanna have a a building

1 where you're housing animals with a, with a leaking roof, so
2 basically, uh, in in brief that that's our position and I I
3 can, uh, hand you the actual cite to this is 229 southeast
4 second 728, *Lane vs. Trenholm Building Company*, 1976 South
5 Carolina Supreme Court.

6 THE COURT: Uh, I saw what you're talkin' about, uh,
7 they're two different things but but they they they do
8 virtually, uh, mirror each other but the first one from, uh,
9 April ---

10 MR. PEPPERMAN: Believe ---

11 THE COURT: --- 29 -- uh, from, uh, ---

12 MR. PEPPERMAN: It was ample, Your Honor.

13 THE COURT: --- from April 29 is the order ---

14 MR. PEPPERMAN: Right, that ---

15 THE COURT: --- that this is called the "return."

16 Whenever you file a a a an appeal, the magistrate is required
17 to do what's called a "return," ---

18 MR. PEPPERMAN: Um-hum.

19 THE COURT: --- and and and at first I thought there were
20 two orders myself, they track very similar but they don't have
21 to be the same but this is not the order, this is what's
22 called the "return."

23 MR. PEPPERMAN: But the original disposition order, there
24 was a disposition order back in April ---

25 THE COURT: Yes, right here.

1 MR. PEPPERMAN: --- that wasn't on this new one and I
2 just was surprised that something like that could fly, that
3 that Rule 75 requires that the parties be notified when that
4 return comes in, I never got any notice of it and if I hadn't
5 gone to the court on Tuesday I wouldn't have known that he
6 changed his decision by adding a sentence.

7 THE COURT: He, that that's what I'm I'm tellin' ya, he
8 didn't change his decision, he he just made a return. A lotta
9 times the return does not reflect the exact order, it may, it
10 may be, I've seen returns that are six and eight pages long
11 where they recite the testimony, uh, who who testified and
12 what they said and and it would be, uh, very different from
13 the order so they're, he didn't change the order, he just made
14 a return.

15 MR. PEPPERMAN: Well what he added to it in the return
16 is sort of an implicit admission that he didn't deal with a
17 latent defect point in the first place.

18 THE COURT: Well I I'm not goin' that far but
19 nonetheless. Okay, thank ---

20 MRS. EDWARDS: Uh, ---

21 THE COURT: --- you. Yes, ma'am, or yes, sir, whichever.

22 MRS. EDWARDS: Okay, uh, Henry's hard of hearing so I'm
23 gonna, ---

24 THE COURT: Okay.

25 MRS. EDWARDS: --- does the speaking. Okay, as far as

1 what, uh, the plaintiff said, uh, we did with our, uh, answer,
2 counterclaim deny that we had any knowledge of any defects,
3 damage or leaks to the barn, okay, that was our first denial.
4 I did not learn a this until April 23rd for first time and the
5 plaintiffs had the barn covered up by the 28th even though I
6 had requested to investigate so there was no need for me to
7 argue with their expert witness which also I did not get to
8 question his expertise during the trial but there's no way for
9 me to say or Henry, who has been doing construction for sixty,
10 oh, sixty-five years, okay, for us to argue about how the
11 shingles were laid 'cause he'd already covered them up. Also,
12 both the plaintiff and, uh, their witness said the only way
13 they could get the roof to leak was to spray it with a
14 pressure hose or water house from inside, okay. They took I
15 would say at least six pictures of the inside the barn, did
16 not, did not take one shot or picture of the outside where the
17 shingles were that they say were installed incorrectly.

18 Okay, uh, -- oh, the roof, the roof at the time of the
19 sale was well over 11-years-old, uh, the roof or the plaintiff
20 had an inspection, their daughter is a realtor, she saw the
21 house, their realtor saw the house, no one noted any leaks,
22 stains on the barn roof yet the plaintiff, you know, keeps
23 saying it was leaks of longstanding which if that was true we
24 would have seen them, we had tools and equipment and
25 everything else in the barn. Uh, anything else?

1 MR. EDWARDS: Um, he stayed there two weeks by himself.

2 MRS. EDWARDS: Oh, yeah, uh, besides this the Peppermans,
3 we allowed the Peppermans before closing, before they actually
4 signed a contract even I think, to stay in our house by
5 theirselves for two days all on their own 'cause we had built
6 another home, so they had plenty a time to do their
7 inspection.

8 Now the the main thing, I thought we weren't gonna
9 rehash, uh, testimony but ---

10 THE COURT: We're not.

11 MRS. EDWARDS: --- I did it because he did, okay.

12 THE COURT: We're, we're not, ---

13 MRS. EDWARDS: Okay, ---

14 THE COURT: --- uh, this ---

15 MRS. EDWARDS: --- this is ---

16 THE COURT: --- court sits as an appellate court, I can
17 only ---

18 MRS. EDWARDS: Okay.

19 THE COURT: --- correct errors of law.

20 MRS. EDWARDS: This is gonna take, this is just gonna
21 take me one minute to read, I just wanna make sure I get ---

22 THE COURT: Okay.

23 MRS. EDWARDS: --- it right. Okay, plaintiffs in their
24 complaint stated, The defendants were liable for repairs on
25 the unattached barn because defendants misrepresented that

1. there were no roof leaks noted in their South Carolina
2 Residential Property Disclosure. In the defendants' answer,
3 counterclaim, we state we had no knowledge of their defects,
4 damage or leaks to the barn roof before closing. Under South
5 Carolina Code of Laws Chapter 50, Article 1, Item 8 states,
6 "Real property" means the lot or parcel and the dwelling unit
7 described in a real estate contract subject to this article.
8 We believe the magistrate court ruled correctly and would like
9 to dismiss this case.

10 THE COURT: Okay. Uh, do you -- do ev -- does everybody
11 have an e-mail address?

12 MR. PEPPERMAN: Yes. Yes, ---

13 MRS. EDWARDS: I've ---

14 MR. PEPPERMAN: --- Your Honor

15 MRS. EDWARDS: Your Honor, I've asked, uh, Mr. Pepperman
16 not to send e-mails to me, I do not have a Internet at home
17 and I ask him to submit everything in writing because I just
18 don't want to read it on my e-mail.

19 THE COURT: Okay. Well I was gonna use it for my
20 benefit. If you'd ---

21 MRS. EDWARDS: Oh, okay.

22 THE COURT: --- rather us mail it we'd be ---

23 MRS. EDWARDS: Okay.

24 THE COURT: --- happy to mail it to ya.

25 MRS. EDWARDS: No, I'll do the e-mail, thank you.

1 THE COURT: Okay, I'm gonna, uh, ---

2 MR. PEPPERMAN: Your Honor, can I just say two things
3 about what ---

4 THE COURT: Yes.

5 MR. PEPPERMAN: --- just, uh, just just to the, first of
6 all, photographs of the outside a the roof wouldn't have done
7 any good because it didn't show anything. The contractor
8 brought actual shingles and showed the judge how the shingles
9 were improperly attached in the first place so photographs of
10 the outside wouldn't a done any good; secondly, the Edwards
11 did kindly let us stay in their house before the -- we bought
12 the property including with our two big Alaskan Malamutes, it
13 wasn't raining then and there was no reason for us to go
14 lookin' in the barn, it was the first wind-driven rain, it was
15 one, we live on top of a hill, the Edwards built this house
16 with a beautiful view out to the mountains and the whipping
17 rain that came in is what activated the ten or twelve leaks
18 that I found in the morning when I came out to feed my horses.

19 THE COURT: Yes. See, I -- now she's correct, I can't
20 retry the case, you understand, my -- I'm I'm limited to
21 reviews of errors of law.

22 MR. PEPPERMAN: Well my my two words are he misconstrued
23 the property disclosure, he ignored the latent defect and
24 South Carolina law on the latent defect, ---

25 THE COURT: I I understand ---

1 MR. PEPPERMAN: --- that's it.
2 THE COURT: --- but that's all I can consider, okay.
3 MR. PEPPERMAN: That's it, Your Honor, thank thank you.
4 THE COURT: Thank you, just I need an e-mail address.
5 MRS. EDWARDS: Either way.
6 MR. PEPPERMAN: Your Honor, I have a copy of that, the
7 Supreme Court decision if if I could hand it up to the Court.
8 THE COURT: Uh, I've got is it 267 South Carolina 499 ---
9 MR. PEPPERMAN: That -- yeah. Yes, it is, Your Honor,
10 that's it.
11 THE COURT: --- with a parallel cite of 2 - is it 229,
12 S.C. (2d) 728?
13 MR. PEPPERMAN: Yeah, that's it, Your Honor, ---
14 THE COURT: Okay, ---
15 MR. PEPPERMAN: --- thank ---
16 THE COURT: --- we got it, we do everything electronic.
17 MR. PEPPERMAN: Thank you.
18 THE COURT: Thank you. Pay attention to your e-mail
19 addresses.
20 MRS. EDWARDS: All right, thank you.
21 THE COURT: Thank you.
22 MR. PEPPERMAN: Thank you for the time, sir.
23 THE COURT: Thank you, sir.
24
25

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Case No. 2016CP4201952

Henry H. Edwards, and Pamela J. Edwards,

Respondents,

v.

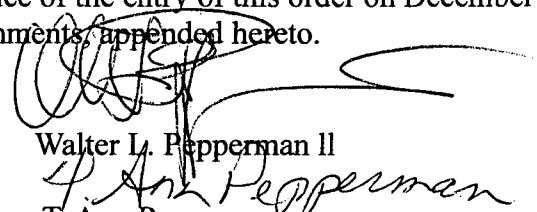
Walter L. Pepperman II, and T. Ann Pepperman,

Appellants.

NOTICE OF APPEAL

Walter L. Pepperman II and T. Ann Pepperman appeal the order of the Honorable R. Keith Kelly dated September 9, 2016. Appellants received written notice of the entry of this order on December 16, 2016. See Affidavit of Walter L. Pepperman II, with attachments, appended hereto.

December 20, 2016.



Walter L. Pepperman II
T. Ann Pepperman
165 Old Melvin Hill Road
Campobello, SC 29322
Appellants
(864) 592 2978

Henry H. Edwards and Pamela J. Edwards
2081 Red Radford Road
Campobello, SC 29322
Appellees
(864) 381 3928

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Case No. 2016CP4201952

Henry H. Edwards, and Pamela J. Edwards,

Respondents,

v.

Walter L. Pepperman II, and T. Ann Pepperman,

Appellants.

AFFIDAVIT OF WALTER L. PEPPERMAN II

Walter L. Pepperman II, being duly sworn according to law, does depose and say:

1. I am an appellant in the captioned matter.

2. I attended the hearing before the Honorable R. Keith Kelly on August 23, 2016, at which the Court took the e mail addresses of the parties for purposes of notifying them of the hearing result. At that time, respondent Pamela J. Edwards related that she did not want to receive e mails involving appellants. In response, my recollection is that the Court said the parties would also be receiving the result via U. S. Mail.

3. I thereafter received nothing from Judge Kelly, either by U. S. Mail or e mail.

4. On November 29, 2016, and since it was then over 3 months from the hearing, I called the Clerk's office to inquire about this and was referred to the web site Public Index. It said merely that the case was dismissed on September 9, 2016.

5. On November 30, 2016, I sent a letter to the Clerk with regard to this situation, pointing out that I had received no written notice of any decision, and expressing concern about my appellate rights. Attached is a true and correct copy of that letter.

6. Having then received no response to this letter, I sent to the Clerk another letter on December 8, 2016, requesting specifically a copy of whatever order was entered on September 9, 2016. Attached is a true and correct copy of that letter.

7. On December 16, 2016, I received in the U. S. Mail a certified copy of Judge Kelly's Order of September 9, 2016, which is the subject matter of this appeal. This is the first time I received written notice of this Order and its contents. Attached is a true and correct copy of the

envelope in which I received Judge Kelly's Order, postmarked December 14, 2016.

8. Under SCACR 203 (b) (1) on appeals from the Court of Common Pleas, a notice of appeal must be served within 30 days after receipt of written notice of the entry of an order or judgment. In the light of the foregoing, I respectfully submit that the Notice of Appeal in this case is timely in that I did not receive the required written notice until December 16, 2016.

December 19, 2016.



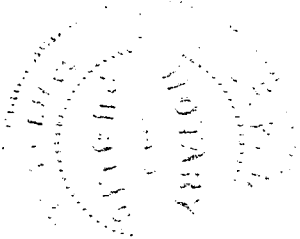
Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978
Appellant

SWORN AND SUBSCRIBED BEFORE ME THIS 19 TH DAY OF DECEMBER, 2016.

Notary Public

Heather P. Hamer
my comm. expires 03-01-22

Henry H. Edwards and Pamela J. Edwards
2081 Red Radford Road
Campobello, SC 29322
Respondents
(864) 381 3928



M. Hope Blackley
Clerk of Court
Spartanburg County Court House
180 Magnolia Street
P. O. Box 3483
Spartanburg, SC 29304-3483

November 30, 2016

Re: Pepperman v. Edwards; Case No. 2016CP4201952; Court of Common Pleas

Dear Ms. Blackley:

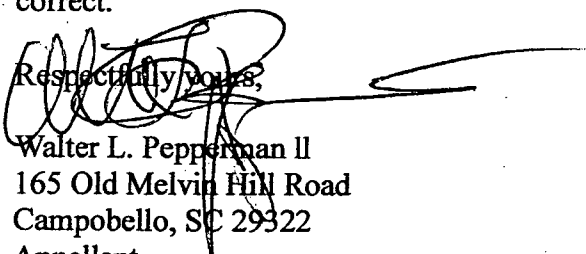
The captioned matter is an appeal from the Magistrate's Court. It was heard before the Honorable R. Keith Kelly on August 25, 2016.

Having received nothing from Judge Kelly, either by US Mail or e mail, and since it was now over 3 months from the hearing, I went on your website at the Public Index yesterday and found that the case was dismissed on September 9, 2016. I immediately became concerned about any expiration of my appellate rights.

Under South Carolina Supreme Court Rule 203 (b) (1) on appeals from the Court of Common Pleas, a notice of appeal must be served within 30 days after receipt of written notice of the entry of an order or judgment. In that I received no written notice of this apparent dismissal, I believe my right to appeal to the South Carolina Supreme Court has not expired.

Please refer this letter to Judge Kelly with my request that he confirm that my belief in that regard is correct.

Respectfully yours,


Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
Appellant

cc: Henry and Pamela Edwards, Appellees

December 8, 2016

M. Hope Blackley
Clerk of Court
Spartanburg County Court House
180 Magolia Street
P. O. Box 3483
Spartanburg, SC 29304-3483

Re: Pepperman v. Edwards, Case No. 2016CP4201952; Court of Common Pleas

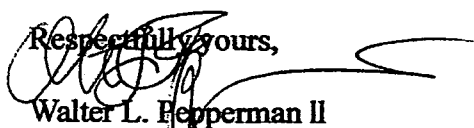
Dear Ms. Blackley:

I have received no response to my letter to you dated November 30, 2016, mailed one week ago yesterday.

Please send to me promptly a copy of whatever order was entered on September 9, 2016, dismissing this case. I have never received written notice of it and, accordingly, have never seen it. A copy of it must be attached to my Notice of Appeal to the Court of Appeals, which I cannot file until I receive it.

Your earliest response to this request would be greatly appreciated.

Respectfully yours,



Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
Appellant

cc: Henry and Pamela Edwards, Appellees

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Case No. 2016CP4201952

Henry H. Edwards, and Pamela J. Edwards,

Respondents,

v.

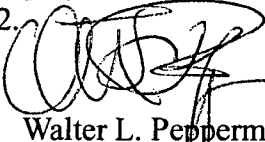
Walter L. Pepperman II, and T. Ann Pepperman,

Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Henry H. Edwards and Pamela J. Edwards by depositing a copy of it in the United States Mail, postage prepaid, on December 20, 2016, addressed to them at 2081 Red Radford Road, Campobello, SC 29322.

December 20, 2016.


Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978
Appellant

Henry H. Edwards and Pamela J. Edwards
2081 Red Radford Road
Campobello, SC 29322
Appellees
(864) 381 3928

WALTER L. PEPPERMAN, II
T. ANN PEPPERMAN
165 OLD MELVIN HILL ROAD
CAMPOBELLO, SC 29322

DATE	INVOICE	AMOUNT

60-295/313

12369

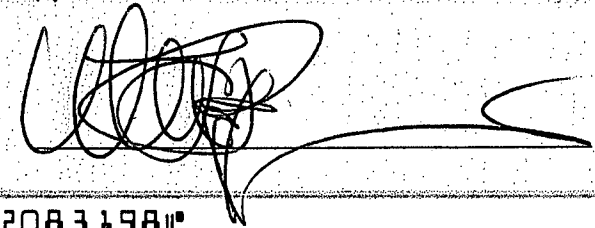
PAY One hundred 00/100 DOLLARS

CHECK
AMOUNT  Security
Features
Included.
Details
on back

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NO.
12/20/16	SC Court of Appeals	filmg fee; EDWARDS V. PEPPERMAN	12369

\$ 100.00

M&T Bank



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22083198⑈

McBee® One-Write

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Case No. 2016CP4201952

Walter L. Pepperman II, and T. Ann Pepperman,

Appellants,

v.

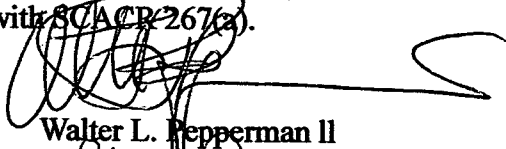
Henry H. Edwards, and Pamela J. Edwards,

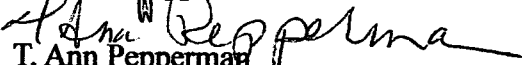
Respondents.

AMENDED NOTICE OF APPEAL

Walter L. Pepperman II and T. Ann Pepperman appeal the order of the Honorable R. Keith Kelly dated September 9, 2016. Appellants received written notice of the entry of this order on December 16, 2016. See Affidavit of Walter L. Pepperman II, with attachments, which was appended to the original Notice of Appeal and which is hereby incorporated by reference herein. The purpose of this Amended Notice of Appeal is to correct the caption in compliance with SCACR 267(a).

January 10, 2017


Walter L. Pepperman II


T. Ann Pepperman

165 Old Melvin Hill Road

Campobello, SC 29322

(864) 592 2978

Appellants, Pro Se

Henry H. Edwards and Pamela J. Edwards

2081 Red Radford Road

Campobello, SC 29322

(864) 381 3928

Respondents

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Case No. 2016CP4201952

Walter L. Pepperman II, and T. Ann Pepperman,

Appellants,

v.

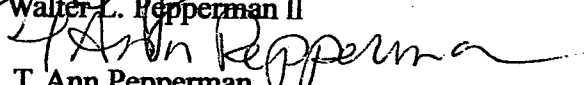
Henry H. Edwards, and Pamela J. Edwards,

Respondents.

PROOF OF SERVICE

I certify that I have served the Amended Notice of Appeal on Henry H. Edwards and Pamela J. Edwards by depositing a copy of it in the United States Mail, postage prepaid, on January 10, 2017, addressed to them at 2081 Red Radford Road, Campobello, SC 29322.

January 10, 2017


Walter L. Pepperman II

T. Ann Pepperman
165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978
Appellants, Pro Se

Henry H. Edwards and Pamela J. Edwards
2081 Red Radford Road
Campobello, SC 29322
(864) 381 3928
Respondents



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

January 31, 2017

Walter L. Pepperman, II
165 Old Melvin Hill Road
Campobello SC 29322

T. Ann Pepperman
1665 Old Melvin Hill Road
Campobello SC 29322

Re: Walter Pepperman II v. Henry Edwards
Appellate Case No. 2016-002552

Dear Mr. and Ms. Pepperman:

Please provide this Court with a copy of the letter ordering the transcript in accordance with Rule 207 of the South Carolina Appellate Court Rules (SCACR) within ten (10) days from the date of this letter. Failure to do so will result in the dismissal of this appeal.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jenny A. Kitchens".

CLERK

cc: Henry H. Edwards
Pamela J. Edwards



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

February 06, 2017

Henry H. Edwards
2081 Red Radford Road
Campobello SC 29322

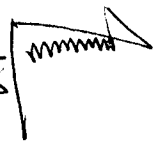
Pamela J. Edwards
2081 Red Radford Road
Campobello SC 29322

Re: Walter Pepperman II v. Henry Edwards
Appellate Case No. 2016-002552

Dear Mr. and Ms. Edwards:

The Court has received correspondence from the appellants stating "no transcript will be ordered by the appellants in the above matter on appeal." Pursuant to Rule 207 of the South Carolina Appellate Court Rules, the entire transcript must be ordered by the appellant unless all parties otherwise agree in writing. Therefore, the respondents are requested to provide an update regarding their position on whether a transcript needs to be ordered in this matter. This update must be served and filed no more than ten (10) days from the date of this letter. If no update is provided, this Court will presume that respondents have no objection, and will proceed to serve and file the respondents' initial brief and designation of matter within thirty (30) days from the date of service of the appellants' initial brief and designation of matter.

Very truly yours,

Jenny Abbott Kitchings 

CLERK

cc: Walter L. Pepperman, II
T. Ann Pepperman

February 12, 2017

Henry H. and Pamela J. Edwards
2081 Red Radford Rd
Campbello, SC 29322

RECEIVED

FEB 16 2017
SC Court of Appeals

Jenny Abbott Kitchings, Clerk
The South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Pepperman v. Edwards, Appellate Case No. 2016-002552

Dear Ms. Kitchings:

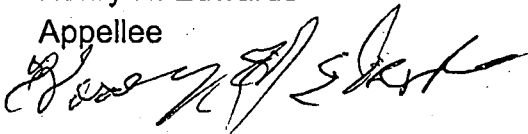
We are writing this in response to the letter from you dated February 06, 2017. It is our understanding that based on the rule identified in your letter, "Rule 207 of the South Carolina Appellate Court Rules, the entire transcript must be ordered by the appellant unless all parties otherwise agree in writing" that a transcript is currently required by the South Carolina Court of Appeals unless we waive this requirement.

We do not wish to waive the requirement of the transcripts from either of the lower courts where our case appeared.

Thank you for contacting us in regards to this matter.

Respectfully Yours,

Henry H. Edwards
Appellee



Pamela J. Edwards
Appellee





The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

March 01, 2017

Walter L. Pepperman, II
165 Old Melvin Hill Road
Campobello SC 29322

T. Ann Pepperman
1665 Old Melvin Hill Road
Campobello SC 29322

Re: Walter Pepperman II v. Henry Edwards
Appellate Case No. 2016-002552

Dear Mr. and Ms. Pepperman:

We received correspondence from the respondents stating that they do not wish to waive the requirement of ordering the transcript. Within twenty (20) days from the date of this letter, you must order the transcript from the court reporter. Failure to do so will result in the dismissal of this appeal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jenny A. Kitchings".

CLERK

cc: Henry H. Edwards
Pamela J. Edwards

March 4, 2017

Jenny Abbott Kitchings, Clerk
The South Carolina Court of Appeals
P. O. Box 11629
Columbia, SC 29211

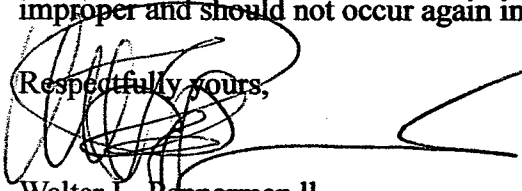
Re: Walter L. Pepperman II, and T. Ann Pepperman, Appellants, v. Henry H. Edwards, and Pamela J. Edwards, Respondents; Appellate Case No. 2016-002552

Dear Clerk Kitchings:

I have received your letter of March 1, 2017, in the captioned matter. Enclosed is a copy of my letter of today ordering the transcript from the court reporter.

I note from your letter that the respondents are submitting written communications to the Court without serving them on me. I object to this and request that the respondents be advised that this is improper and should not occur again in the future.

Respectfully yours,



Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC
(864 592 2978)
Appellant

cc: Henry H. Edwards and Pamela J. Edwards, Respondents

March 11, 2017

Jenny Abbott Kitchings, Clerk
The South Carolina Court of Appeals
P. O. Box 11629
Columbia, SC 29211

Re: Walter L. Pepperman II, and T. Ann Pepperman, Appellants, v. Henry H. Edwards, and Pamela J. Edwards, Respondents; Appellate Case No. 2016-002552

Dear Clerk Kitchings:

The purpose of this letter is to make a record of respondents' failure reasonably to cooperate in this matter (1), and to request a determination regarding respondents' initial brief (2).

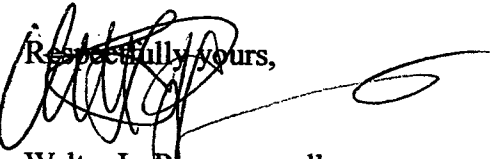
1a. On March 9, 2017, I received from the post office a return of the certified mail containing the Notice of Appeal in this matter that I served on respondents on December 20, 2016. Enclosed is a copy of the envelope returned to me showing that it was mailed to respondents on December 20, 2016, and that it was unclaimed by respondents after notice on January 9, 20, and 31, 2017. Nothing else in this case sent by regular mail was returned, and they have since entered their appearance.

1b. As noted previously, respondents have corresponded with the Court ex parte via a letter dated February 12, 2017, without providing me with a copy. This is despite the fact that I specifically asked for their response on the transcript issue in my letter of February 3, 2017 to you with a copy to them.

1c. Although this appeal strictly involves questions of law on the faces of the decisions below and the written record, respondents have demanded, without explanation as to why it is needed, that a transcript be prepared. I submit that this is solely for purposes of delay and so as to increase as much as possible the cost of this appeal where the amount at issue is \$2000 plus interest and costs.

2. I served my initial brief and designation on January 17, 2017. Pursuant to SCACR 208(a)(2), respondents' brief was due within 30 days of that service, which was on February 16, 2017. No such brief has been served on me. Accordingly, I respectfully request that the Court find that respondents have waived the filing of a brief, or fix a date upon which such brief must be served and filed.

Respectfully yours,


Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC
(864 592 2978)
Appellant

cc: Henry H. Edwards and Pamela J. Edwards, Respondents, with encl.

March 4, 2017

Margaret Woods, Court Reporter
P. O. Box 80243
Simpsonville, SC 29680

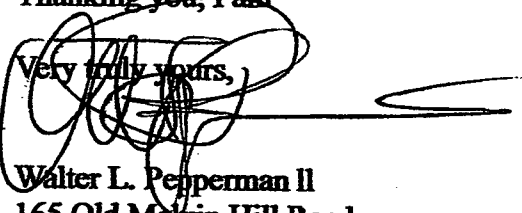
Re: Pepperman v. Edwards, Court of Common Pleas Case No. 2016-CP-42-1952

Dear Ms. Woods:

You were the court reporter for proceedings before the Honorable R. Keith Kelly in the captioned matter held August 23, 2016. I am hereby ordering the transcript of that hearing. Please advise me of the cost of this transcript preparation and I will send you a check by return mail. Also, please advise as to when I might expect to receive the transcript.

Thanking you, I am

Very truly yours,


Walter L. Pepperman II
165 Old Melvin Hill Road
Campobello, SC 29322
(864) 592 2978

cc: Clerk, The South Carolina Court of Appeals, Appellate Case No. 2016-002552
Henry and Pamela Edwards

3/18/17

I MAILED THIS LETTER TO YOU
2 WEEKS AGO.

MAY I PLEASE HAVE A RESPONSE?
THANK YOU.

WALTER L. PEPPERMAN II

SAME CC'S AS ABOVE.

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2016-002552

Walter L. Pepperman, II, and T. Ann Pepperman,
v.
Henry H. Edwards, and Pamela J. Edwards,

Appellants,
Respondents.

MOTION CONCERNING COMPLETION
OF BRIEFING ON APPEAL

Walter L. Pepperman, II
T. Ann Pepperman
165 Old Melvin Hill Rd.
Campobello, S.C. 29322
(864-592-2978)
Appellants Pro Se

July 3, 2017

Pursuant to SCAR 240, appellants hereby move the Court for an Order requiring the completion of briefing on the captioned appeal. The grounds for this motion are as follows:

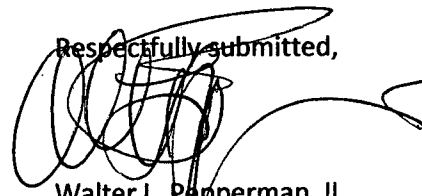
1. Appellants served and filed their appeal in this Court with a cover letter dated December 20, 2016, requesting reversal of a Decision and Order of the Court of Common Pleas dated September 9, 2016, (received by appellants on December 16, 2016), wherein that Court found the existence of a latent defect in the roof of a horse barn built by respondents and sold to appellants, but then refused to apply settled South Carolina law to appellants' claim in that regard, resulting in a ruling in favor of respondents. That Court also incorrectly construed respondents' Property Condition Disclosure in connection with the sale of the underlying property by respondents to appellants, with the same result.
2. Appellants proceeded to serve and file their initial brief and designation with a cover letter dated January 17, 2017.
3. Appellants had not ordered the transcript of the Common Pleas Court hearing because there was no need for it since the issues on appeal involved legal errors on the face of that Court's decision.
4. Nevertheless, the Clerk of this Court raised the matter of the transcript, and respondents refused to agree it was not needed, without in any respect explaining why.
5. Accordingly, in order to move this matter forward, appellants went to the needless expense of ordering the transcript, the original of which was received by them on May 30, 2017. There has been no indication that respondents ordered a copy.
6. On May 31, 2017, appellants notified the Clerk that the transcript had been received, and requested action to proceed with this appeal. To date, nothing has been done to require respondents to file their initial brief and designation.
7. Since the filing of this appeal, appellants have been advised on three separate occasions

that, pending certain actions to be performed on their part, their appeal could be dismissed. However, no action has been taken to enforce this Court's rules against respondents.

8. All of the foregoing statements are based upon the record in the Clerk's office, and appellants do not believe any further separate supporting memorandum is necessary. Appellants adopt the contents of this Motion as their memorandum.

WHEREFORE, appellants respectfully request that this Court enter an Order either fixing a date certain for the filing of respondents' initial brief and designation, or finding that respondents have waived the filing of an initial brief and directing such further action as the Court deems appropriate.

Respectfully submitted,



Walter L. Pepperman, II

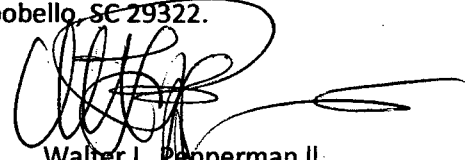


T. Ann Pepperman
165 Old Melvin Hill Rd.
Campobello, S.C. 29322
(864) 592-2978
Appellants Pro Se

July 3, 2017

CERTIFICATE OF SERVICE

I, Walter L. Pepperman II, do hereby certify that I am an appellant in the foregoing matter and that, on July 3, 2017, I served upon respondents, Henry H. Edwards and Pamela J. Edwards, appellants' Motion Concerning Completion Of Briefing, by depositing two copies thereof in the United States Mail, postage prepaid, addressed to them at 2081 Red Radford Road, Campobello, SC 29322.



Walter L. Pepperman II
165 Old Melvin Hill Rd.
Campobello, SC 29322
(864) 592 2978
Appellant, Pro Se

July 3, 2017

The South Carolina Court of Appeals

Walter L. Pepperman II and T. Ann Pepperman II,
Appellants,

v.

Henry H. Edwards and Pamela J. Edwards, Respondent.

Appellate Case No. 2016-002552

The Honorable R. Keith Kelly
Spartanburg County
Trial Court Case No. 2016CP4201952

ORDER

Appellants filed a motion regarding the completion of the respondents' initial brief and designation of matter. The respondents did not file a return. The respondents' initial brief and designation of matter must be served and filed no later than thirty (30) days from the date of this order, or the appeal will proceed without consideration of the respondents' brief.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

cc:

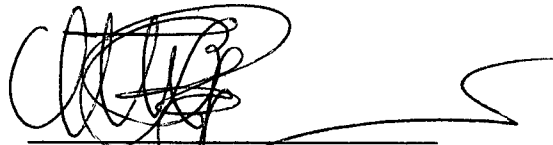
Walter L. Pepperman, II
T. Ann Pepperman
Henry H. Edwards
Pamela J. Edwards

FILED
July 21, 2017 S.S.

RECEIVED
F AUG 30 2017
SC Court of Appeals
SC

Certificate Of Appellants And Proof Of Service

I, Walter L. Pepperman, II, am an appellant in the foregoing proceedings, and I hereby certify that I have assembled this Record On Appeal to the best of my ability from existing documentation pertaining to the matter on appeal as designated by the parties and not any other material. I further certify that a copy of this Record On Appeal was served on respondents by placing it in the United States Mail, postage prepaid, and addressed to respondents at 2018 Red Redford Road, Campobello, S.C., 29322, on August 29, 2017.



Walter L. Pepperman, II
165 Old Melvin Hill Road
Campobello, S.C. 29322
(864) 592 2978
Appellant, Pro Se

August 29, 2017