THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas
Fifteenth Judicial Circuit

Honorable Benjamin H. Culbertson, Circuit Court Judge

Civil Action No. 2018-CP-22-00956

RECEIVED
Jun 30 2020
SC Court of Appeals

Appellant Case No. 2019-001822

Rory M. Isaac and Kimberly J. Isaac ..... Appellants,

vs.

Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.

Of Whom Laura Kopchynski is .....Respondent.

RECORD ON APPEAL – VOLUME I OF III

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2200956

Rory M Isaac et al
PLAINTIFF(S)

Thomas C Onions et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Motion for Summary Judgment by Attorney Oxner is Denied.

Motion for Summary Judgment by Attorney Kropski is Granted.
Attorney Kropski to prepare the Order.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/26/2019 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Georgetown Common Pleas

Case Caption: Rory M Isaac , plaintiff, et al VS Thomas C Onions , defendant, et al

Case Number: 2018CP2200956

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

ELECTRONICALLY FILED - 2019 Aug 12 8:18 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200956

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CASE NO.: 2018-CP-22-00956
	)	
Rory M. Isaac and Kimberly J. Isaac,	)	
	)	
Plaintiffs,	)	**ORDER GRANTING MOTION FOR SUMMARY JUDGMENT**
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

This matter comes before the Court on Defendant Laura Kopchynski's Motion for Summary Judgment. The Court heard oral arguments from counsel for the Parties on July 26, 2019. After careful consideration of the Parties' submissions and the arguments of counsel, the Court grants the motion for the reasons stated below.

Background

This action arises out of the purchase and sale of real property located at 24 Avenue of Live Oaks in Pawley's Island, South Carolina (the "Property") by the Plaintiffs, Rory and Kim Isaac (the "Isaacs") from Defendants Thomas and Jacqueline Onions (the "Onions"). The movant, Laura Kopchynski acted as the Onions' realtor with respect to the transaction.

On or about April 23, 2018, the Onions, through Kopchynski, listed the Onions' house for sale. Shortly thereafter, the Property went under contract with prospective buyers Randy and Suzanne Cole (the "Coles"). The Coles engaged a home inspector who provided a report dated May 10, 2018, a summary of which was provided to the Onions and Kopchynski.

Amongst other issues identified by the inspector, the May 10, 2018 inspection report noted "dampness in the crawlspace," "missing vapor barrier," and "wet debris on top of vapor barrier,"

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and "damp ground" in multiple spots. The Coles then requested that the issues identified on the inspection report summary be addressed.

Following the Coles' request for repairs, the Onions requested that Stark Exterminators inspect the crawlspace to assess the dampness identified on the inspection report summary. On May 16, 2018, Stark Exterminators provided a graph of the crawlspace and a "crawl space moisture management system" proposal. The graph identified moisture levels in certain parts of the crawlspace between 22-25%. The "crawl space moisture management system" proposed to install a dehumidifier and cover the crawlspace vents for $4,595 and $200 to renew the service annually.

The Onions testified that they requested a second opinion from a contractor who had previously done work at their property, Emery Custer. The Onions then hired Custer who added vapor barrier where it was missing, installed a fan in the crawlspace to lower moisture levels, and performed other repairs identified on the Coles' inspection report summary.

On or about June 18, 2018, the Coles hired Lanes Professional Pest Elimination, Inc. ("Lanes") to perform a South Carolina Wood Infestation Report, commonly referred to as a CL-100. The same day, however, the contract between the Coles and the Onions was terminated based upon the appraisal contingency in the contract. According to the record, on June 20, 2018 the Onions paid for the June 18, 2018 CL-100 report in order to receive the report, although the contract with the Coles had terminated. The June 18, 2018 CL-100 identified moisture levels in the crawlspace ranging from 20-25%.

Following termination of the contract with the Coles, Kopchynski reached out to the Isaacs' realtor, Ed Kimbrough, to identify that the the Property was available. Via email dated June 19, 2018, Kopchynski advised Kimbrough the "CL-100 was done yesterday and from what I understand it was good, but I can obtain the report if/when necessary as the seller's paid for it." In

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addition, Kimbrough was provided an updated Property Condition Disclosure Statement which identified the repairs performed by Custer along with the Coles' inspection report summary.

In deposition testimony, when asked whether he wanted the June 18, 2018 CL-100 referenced by Kopchynski in her June 18, 2018 email, and, Mr. Kimbrough testified "No.". When asked why he did not want the June 18, 2018 CL-100, Kimbrough testified:

> A. I mean, well, because it is our responsibility to do it. It was going to be on our terms, not on their terms or anybody else's terms. I thought when she said "good," I thought, perfect. We're not going to have an issue with that. We will order our own CL-100 and we'll verify the information that we need to see regarding repairs. So, no, I mean, and it was –it was not even relevant from a date period. CL-100 reports are only good for 30 days. We would have had to have another one done prior to closing anyway. So, my thought is let's do it ourselves, and we'll verify what we're looking for.
>
> Q. Right.
>
> A. And there was no mention as to who performed that CL-100.
>
> Q. Okay.
>
> A. It could have been any fly by night company. I have no idea.
>
> Q. Okay. Just wasn't something that you were—you were not interested in getting it; you were doing your own CL-100.
>
> A. That's correct.

On June 20, 2018, the Isaacs made an offer to purchase the Property. The Isaacs did not hire their own home inspector; however, they did hire Lanes to perform their own CL-100 inspection. Lanes performed a CL-100 inspection for the Isaacs on July 11, 2018. The July 11, 2018 Cl-100 identified moisture levels ranging from 8 to 18%.

On July 23, 2018, the Isaacs closed on the purchase of the Property. Soon thereafter, the Isaacs allege that they experienced extensive standing water on the Property including water in the

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crawlspace. The Isaacs allege that they have had to spend a significant amount of money to address flooding on the property and moisture issues in the crawlspace.

On November 16, 2018 the Isaacs commenced suit against the Onions, Kopchynski and Lanes. With respect to the motion at bar, the Isaacs asserted causes of action against Kopchynski for fraud, negligent misrepresentation, civil conspiracy, and violation of the South Carolina Residential Property Condition Disclosure Act.

The Isaacs allege that Ms. Kopchynski concealed material information concerning the property by failing to provide a copy of the Stark Exterminators' graph and the June 18, 2018 Cl-100. The Isaacs allege that had they received the Stark Exterminators' graph and June 18, 2018 CL-100, they would have been made aware of elevated moisture levels in the crawlspace and may not have purchased the Property.

Kopchynski argues that the Isaacs had their own CL-100 performed prior to closing on which they relied and did not rely on any statements by her. Kopchynski avers that the statutes governing real estate licensees expressly state that a licensee cannot be liable for an alleged inaccurate CL-100, to the extent the Isaacs allege their July 11, 2018 CL-100 was inaccurate.

Furthermore, Kopchynski argues that contrary to the Isaacs' allegation that prior inspections of the crawlspace showing elevated moisture levels were concealed, she did disclose the June 18, 2018 CL-100 and offered a copy of the report to the Isaac's realtor if he wanted the report. The Isaacs' realtor testified that he did not want the report, as the Isaacs were having their own CL-100 completed. Kopchynski argues that these actions comply with the statutes governing real estate licensees, and as a matter of law she cannot be liable for alleged flooding at the property.

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Legal Standard

"Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." Rule 56, SCRCP; *South Carolina Prop. & Cas. Guar. Ass'n. v. Yensen*, 345 S.C. 512, 528, 518, 548 S.E.2d 880, 883 (Ct.App.2001). "When ruling on a motion for summary judgment, the trial judge must consider all of the documents and evidence within the record, including the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits." *Anthony v. Padmar, Inc.*, 307 S.C. 503, 415 S.E.2d 828 (Ct. App. 1992); *Gilmore v. Ivey*, 290 S.C. 53, 348 S.E.2d 180 (Ct. App. 1986). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Bradley v. Doe*, 374 S.C. 622, 626, 649 S.E.2d 153 (Ct. App. 2007).

Analysis

The Isaacs' fraud, negligent misrepresentation, and violation of the Property Condition Disclosure Act claims each rely on the central allegation that a material fact about the property, i.e., the prior reporting of elevated moisture levels by Stark Exterminators and the June 18, 2018 Cl-100 was concealed by Kopchynski and relied upon by the Isaacs.

To establish fraud, a plaintiff must prove the following elements by clear, cogent, and convincing evidence: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Moseley v. All Things Possible, Inc.*, 388 S.C. 31, 35-36, 694 S.E.2d 43, 45 (Ct. App. 2010).

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Similarly, to establish negligent misrepresentation, "the plaintiff must allege and prove the following essential elements…: (1) the defendant made a false representation to the plaintiff; (2) the defendant had a pecuniary interest in making the statement; (3) the defendant owed a duty of care to see that he communicated truthful information to the plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff suffered a pecuniary loss as the proximate result of his reliance upon the representation." *AMA Mgmt. Corp. v. Strasburger*, 309 S.C. 213, 222, 420 S.E.2d 868, 874 (Ct. App. 1992)(emphasis added)

Finally, S.C. Code §§27-50-50(C), 27-50-70(B) and 27-50-80, discusses the responsibility and liability of a real estate licensee under the South Carolina Residential Property Disclosure Act. These sections reference and reaffirm the obligations of real estate licensees under the statute governing real estate licensees, S.C. Code §40-57-350. More particularly, these statutes provide that an agent cannot be liable for the statement of an owner, even allegedly false statements, if the licensee does not have actual or constructive knowledge of the alleged falsity of the statements.

The Isaacs argue that due to the May 10, 2018 Stark Exterminators' report identifying elevated moisture levels, Kopchynski had knowledge of a material adverse fact about the Property that she concealed from the Isaacs. The Isaacs allege this constitutes an issue of fact for the jury as to whether a violation of the South Carolina Residential Property Disclosure Act occurred.

Likewise, the Isaacs argue this creates an issue of fact as to their claims of fraud and negligent misrepresentation as the Isaacs allege that they relied on the alleged statements contained in the Property Condition Disclosure Statement, which allegedly were inaccurate in light of the Stark Exterminators report. The Court disagrees.

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As an initial matter, it is undisputed that Kopchynski disclosed the June 18, 2018 CL-100 report to the Isaacs' realtor, and offered to obtain the report for the Isaacs. At oral arguments, the Court asked Plaintiffs' counsel if it was undisputed that the Isaacs' realtor testified under oath that the June 18, 2018 CL-100 report was of no interest to them as the Isaacs were having their own CL-100 performed. Plaintiffs' counsel candidly affirmed that this fact is undisputed.

Therefore, according to the Isaacs' realtor's testimony, the Isaacs ordered their own CL-100 inspection on which they relied. This inspection was completed on July 11, 2018, and the report showed that there were no excessive moisture levels in the crawlspace. In reliance on this report, the Isaacs closed on the Property. Accordingly, the Isaacs cannot satisfy the elements of Fraud or Negligent Misrepresentation as they relied upon their own CL-100.

Furthermore, S.C. Code §40-57-350(G) states that "[n]o cause of action may be brought against a real estate brokerage firm or licensee by a party for information contained in reports or opinions prepared by an engineer, land surveyor, geologist, wood destroying organism control expert, termite inspector, mortgage broker, home inspector, or other home inspection expert, or similar reports."

To the extent that the Isaacs allege the July 11, 2018 CL-100 showing acceptable moisture readings was inaccurate, a plain reading of the statute bars a cause of action against Kopchynski for the information contained in the allegedly inaccurate July 11, 2018 CL-100 report. *Bryant v. State*, 384 S.C. 525, 529, 683 S.E.2d 280, 282 (2009)("The primary rule of statutory construction is to ascertain and give effect to the intent of the legislature."); *Gay v. Ariail*, 381 S.C. 341, 345, 673 S.E.2d 418, 420 (2009) ("where the statute's language is plain, unambiguous, and conveys a clear, definite meaning, the rules of statutory interpretation are not needed and the court has no right to impose another meaning.").

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Based upon these facts and the statutory authority applicable to real estate licensees, the Court finds that there are no disputed issues of material fact as to the Issacs' claims against Kopchynski for Fraud, Negligent Misrepresentation and violation of the South Carolina Residential Property Disclosure Act, and summary judgment should be entered for Kopchynski on these claims.

In addition to the above claims regarding alleged concealment of a material adverse fact, the Isaacs also allege a civil conspiracy between all of the Defendants to cover-up alleged moisture issues. "A civil conspiracy is a combination of two or more persons joining for the purpose of injuring and causing special damage to the plaintiff." *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886 (2006).

Kopchynski argues that there is no evidence in the record supporting the elements of civil conspiracy. Kopchynski also cites deposition testimony from Lanes' inspector stating that he does not know Kopchynski and has not talked to her.

In response, Plaintiffs do not identify any evidence showing collaboration between the Defendants to conceal an alleged adverse property condition. Likewise, Plaintiffs identify no evidence showing coordination amongst the Defendants to allegedly provide inaccurate moisture readings in the July 11, 2018 CL-100 report.

Therefore, the Court finds summary judgment should be entered for Kopchynski on Plaintiffs' civil conspiracy cause of action. *Bradley*, 374 S.C. at 626, 649 S.E.2d 153 ("Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.").

For the reasons identified herein, the Court finds that Defendant Kopchynski is entitled to summary judgment as a matter of law. Accordingly, Defendant Kopchynski's motion for summary judgment is hereby GRANTED.

[ELECTRONIC SIGNATURE OF JUDGE TO FOLLOW]

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Georgetown Common Pleas

Case Caption: Rory M Isaac , plaintiff, et al VS Thomas C Onions , defendant, et al

Case Number: 2018CP2200956

Type: Order/Summary Judgment

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

ELECTRONICALLY FILED - 2019 Sep 25 1:51 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200956

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2200956

Rory M Isaac et al
PLAINTIFF(S)

Thomas C Onions et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

Plaintiffs' Motion to Alter and Amend this Court's order dated 8/9/2019 and filed 8/12/2019 granting summary judgment in favor of the defendant Laura Kopchynski is DENIED.

(This motion is decided on briefs without oral arguments.)

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/25/2019 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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ELECTRONICALLY FILED - 2019 Sep 25 1:51 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200956

Georgetown Common Pleas

Case Caption: Rory M Isaac , plaintiff, et al VS Thomas C Onions , defendant, et al

Case Number: 2018CP2200956

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

ELECTRONICALLY FILED - 2018 Nov 16 10:10 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP220956

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FIFTEENTH JUDICIAL CIRCUIT**
COUNTY OF GEORGETOWN	)	Civil Action No. 2018-CP-22-_____
	)	
Rory M. Isaac and Kimberly J. Isaac	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	**SUMMONS**
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.	)	
	)	
Defendants.	)	
	)	

TO: THE ABOVE NAMED DEFENDANTS

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their office at 1000 29th Avenue North, Myrtle Beach, South Carolina 29577, and to file your answer with the Clerk of Court for Georgetown County, all within thirty (30) days after the service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in the Complaint and a judgment will be rendered against you.

BELLAMY, RUTENBERG, COPELAND, EPPS, GRAVELY & BOWERS, P.A.
Post Office Box 357
Myrtle Beach, SC 29578-0357
(843) 448-2400
Attorneys for Plaintiff

/s/ George W. Redman, III
S.C. Bar No. 72365

Myrtle Beach, South Carolina

November 16, 2018

ELECTRONICALLY FILED - 2018 Nov 16 10:10 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP220956

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FIFTEENTH JUDICIAL CIRCUIT**
COUNTY OF GEORGETOWN	)	Civil Action No. 2018-CP-22-_____
	)	
Rory M. Isaac and Kimberly J. Isaac	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	**COMPLAINT**
	)	(*Jury Trial Demanded*)
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.	)	
	)	
Defendants.	)	
	)	

Plaintiffs Rory M. Isaac and Kimberly J. Isaac (hereinafter "Plaintiffs"), complaining of Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc. (hereinafter sometimes collectively as "Defendants"), would respectfully show and allege unto this Honorable Court as follows:

JURISDICTION

1. In July of 2018, Plaintiffs purchased property in Litchfield Plantation with a physical address of 24 Avenue of Live Oaks Road, Pawleys Island, South Carolina (hereinafter the "Property").

2. Defendants Thomas C. Onions (hereinafter "Mr. Onions") and Jacqueline Onions (hereinafter "Mrs. Onions") sold the Property to Plaintiffs.

3. Defendant Laura Kopchynski (hereinafter "Kopchynski") is a real estate agent licensed by and doing business within the state of South Carolina, and at all relevant times acted as Mr. and Mrs. Onions' real estate agent in connection with the sale of the Property to Plaintiffs.

4. Defendant Lane's Professional Pest Elimination, Inc. (hereinafter "Lane's") is a domestic corporation incorporated and operating within the State of South Carolina, which was hired

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to conduct a termite inspection of the Property and thereafter deliver a complete and accurate CL-100 Wood Infestation Report to the Plaintiffs.

5. This Action involves Defendants' active concealment of material facts in connection with the sale of the Property to Plaintiffs, and sets forth facts which legally support multiple causes of action for the recovery of damages, including Fraud (including Fraud in the Inducement)/Misrepresentation, Violations of the South Carolina Residential Property Condition Disclosure Act, Civil Conspiracy, Negligent Misrepresentation, Negligence, Breach of Contract, and Breach of Contract accompanied by a Fraudulent Act causes of action.

6. Based upon the foregoing, and as is more specifically set forth herein, the Georgetown County Court of Common Pleas is the proper venue for the recovery of damages and has Jurisdiction over the Subject Matter and Parties involved in this Action.

FACTUAL ALLEGATIONS

7. Mr. & Mrs. Onions purchased the Property in January of 2014.

8. The Property was Mr. & Mrs. Onions' primary residence.

9. The Property flooded on at least one occasion while it was owned by Mr. and Mrs. Onions.

10. The Property had repeated issues related to inadequate and/or faulty drainage while it was owned by Mr. and Mrs. Onions.

11. Mr. and Mrs. Onions attempted to correct the moisture issues and/or inadequate drainage by installing at least two bilge pumps to divert standing water off of the Property.

12. There is no record of any proper application, permits, or approvals in connection with the installation of any mechanical drainage systems installed upon the Property while it was owned by Mr. and Mrs. Onions.

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13. There is no record of any proper application, permitting, or approvals in connection with the cutting of the asphalt roadway or the diversion of surface water off of the Property and upon adjoining properties during the time it was owned by Mr. and Mrs. Onions.

14. Mr. & Mrs. Onions engaged Kopchynski to help them sell the Property in April 2018.

15. Mrs. Kopchynski was to be paid a commission if and when the Property was actually sold.

16. The South Carolina Code of Laws requires that an owner of residential real property shall provide to a prospective purchaser a completed and signed South Carolina Residential Property Condition Disclosure Statement prior to entering into a real estate contract.

17. In April of 2018, Mrs. Kopchynski provided the requisite disclosure form to Mr. and Mrs. Onions.

18. Mr. & Mrs. Onions partially completed the disclosure form and thereafter initialed the first four (4) pages and signed page five (5) on or around Monday, April 23, 2018 (hereinafter the "Disclosure Statement"). The Disclosure Statement is attached to this Complaint and is incorporated herein verbatim as Exhibit A.

19. Item #7 on the Disclosure Statement asked whether Mr. and Mrs. Onions had any knowledge of any problem, defect, malfunctions, or conditions in connection with the foundation of the residence built upon the Property.

20. The foundation of the residence on the Property includes an elevated crawl space.

21. Mr. and Mrs. Onions failed or refused to provide any response to Item #7.

22. By and through the Disclosure Statement Mr. and Mrs. Onions affirmatively represented that Lane's provides termite/pest treatment or coverage to the Property, and that they had **no knowledge** of any problems, defects, malfunctions, or conditions as to:

    a. Mechanical systems (including pumps);

    b. Built in systems and fixtures;

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c. Present wood problems caused by termites, insects, wood destroying organisms, dry rot, or fungus;

d. Present pest infestations of wood destroying insects, organisms, dry rot or fungus;

e. Violations or variances in zoning laws, restrictive covenants, building codes, permits, or other land use restrictions affecting the Property;

f. Utility easements or encroachments to or upon adjacent real property;

g. Problems caused by water or flood hazards during their ownership;

h. Drainage or underground problems; and,

i. There were no other known material issues.

23. Mr. and Mrs. Onions knew the Disclosure Statement was incomplete, misleading, and inaccurate when they signed it on April 23, 2018.

24. Plaintiffs would not have purchased the Property if Mr. and Mrs. Onions had disclosed the prior problems with storm water drainage, flooding, and their numerous remediation efforts.

25. Mr. and Mrs. Onions verbally told Plaintiffs the Property had not ever had any drainage or flooding issues, except during a hurricane. This statement was not true.

26. On or around Thursday, May 10, 2018, potential buyers of the Property (not party to this Action) engaged Cornerstone Home Inspections of SC, LLC (hereinafter "CHI") to perform a home inspection of the Property. The portion of the CHI home inspection report given to Plaintiffs is attached hereto an incorporated verbatim herein this Complaint as Exhibit B.

27. The May 10, 2018 CHI inspection report indicated the residence was approximately thirteen (13) years old and that there were a number of potential issues in the crawl space

of the residence, including missing insulation, hanging insulation, missing vapor barriers, debris, and damp ground.

28. The May 10, 2018 CHI inspection report recommended "further inspection and any needed correction by a crawl space specialty company."

29. On or around Wednesday, May 16, 2018, Defendant Kopchynski called Stark Exterminators ("Stark"), a crawl space specialty company, for the purpose of requesting an evaluation of the problems identified in the May 10, 2018 CHI inspection report.

30. Mr. and Mrs. Onions and Mrs. Kopchynski did not tell Stark of the history of repeated flooding and water intrusion issues that had been experienced over time at the Property, nor did they disclose to the Stark personnel the repeated attempts to remediate the water intrusion problems.

31. On May 16, 2018, Stark issued a report which included a detailed inspection graph and a proposal to install a moisture management system, both of which were hand delivered to Mrs. Onions and Mrs. Kopchynski. The May 16, 2018 Stark report is attached hereto this Complaint and incorporated herein as Exhibit C.

32. The inspection graph of the May 16, 2018 Stark report documented areas in the crawl space with elevated moisture conditions, wood decay fungi, possible hidden damage, existing visible damage, as well as inaccessible areas.

33. The May 16, 2018 Stark report included a proposal to encapsulate and dehumidify the crawl space to reduce condensation and the moisture content in, on, and around the substructure.

34. With full knowledge of a number of very serious problems, Mr. and Mrs. Onions chose not to implement the solution recommended by Stark.

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35. The information within the May 16, 2018 Stark report documented a number of very serious problems which made the representations in the Disclosure Statement misleading and inaccurate.

36. Defendant Kopchynski was aware of the issues identified in the May 16, 2018 Stark report, because she personally ordered the inspection and because the report was personally delivered to her.

37. The May 16, 2018 Stark report was not disclosed to Plaintiffs.

38. Plaintiffs would not have purchased the Property if the May 16, 2018 Stark report had been disclosed to them.

39. Instead of disclosing the severe history of storm water drainage, moisture intrusion, and flooding problems, as well as the severity of the problems specifically identified in the May 16, 2018 Stark report, Mr. and Mrs. Onions hired a general contractor to complete inexpensive patchwork repairs to hide the severity of the problems and the existing damage to the Property.

40. Upon information and belief, Mr. and Mrs. Onions and Mrs. Kopchynski did not tell their repair contractor of the history of repeated flooding and water intrusion issues that had been experienced over time at the Property, nor did they disclose to the repair contractor the prior repeated attempts to remediate the water intrusion problems.

41. Upon information and belief, the repair contractor does not operate a crawl space specialty company.

42. The patchwork repairs authorized by Mr. and Mrs. Onions worsened the moisture problems and actually caused additional damage to the Property.

43. A fan installed by the repair contractor in the crawl space effectively forced warm and humid outdoor air across cooler HVAC ductwork, causing severe condensation, and

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resultant damage to the HVAC system and ductwork. Upon information and belief, all remaining repairs were solely for hiding existing damage and not for the purpose of fixing the undisclosed causes of the damage.

44. Without knowing any of the above-referenced actions of Mr. and Mrs. Onions and Mrs. Kopchynski, Plaintiffs entered into a contract to purchase the Property from Mr. and Mrs. Onions on or around June 20, 2018 (hereinafter "Contract").

45. The Contract was expressly made contingent upon Defendants completing and delivering an accurate SC Residential Property Condition Disclosure Statement.

46. Defendants Kopchynski and Mr. and Mrs. Onions delivered the original April 23, 2018 Disclosure Statement to the Plaintiffs on or around June 20, 2018.

47. The material inaccuracies of the Disclosure Statement, which were well known by Mr. and Mrs. Onions and Kopchynski, were not modified or corrected.

48. The Contract stated the closing would take place by July 31, 2018.

49. Prior to closing, Plaintiffs hired Lane's to conduct a termite inspection of the Property and to thereafter deliver a CL-100 Wood Infestation Report.

50. Upon information and belief, Mr. and Mrs. Onions and Mrs. Kopchynski did not inform Lane's of the May 16, 2018 Stark report, the history of repeated flooding and water intrusion issues that had been experienced over time at the Property, nor did they disclose to any Lane's personnel the prior repeated attempts to remediate the water intrusion problems.

51. Lane's delivered a CL-100 report on or around July 11, 2018 which contradicted each and every finding of the undisclosed May 16, 2018 Stark report by falsely indicating:

a. There was visible evidence of prior subterranean termite treatment;

b. Moisture readings in an open crawl space which would not have been possible;

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c. There was no evidence of active or non-active wood destroying fungi in the crawl space;

d. There was no evidence of the presence of excessive moisture conditions; and,

e. There was no evidence of active or past damage.

The two-page July 11, 2018 report from Lane's is attached hereto this Complaint and incorporated herein as Exhibit D.

52. Mr. and Mrs. Onions insistently encouraged and rushed the Plaintiffs into closing upon the Property as quickly as possible.

53. In reliance upon the Disclosure Statement issued by Mr. and Mrs. Onions and Mrs. Kopchynski, and the CL-100 report issued by Lane's, Plaintiffs closed on the Property on July 23, 2018.

54. While Plaintiffs were out of state on July 25, 2018, their landscape contractor called to inform them that rainfall had resulted in standing water around the house which appeared to be flowing into the crawl space of the residence on the Property.

55. Upon the recommendation of their landscape contractor, Plaintiffs immediately contacted Stark to complete an independent CL-100 inspection.

56. The Plaintiffs had never heard of Stark prior to their being recommended by their landscape contractor.

57. Upon Stark's arrival at the Property, and for the very first time, Plaintiffs learned that Stark had inspected the Property and had issued a report in May of 2018, and that report had been hand delivered to Mrs. Onions and Kopchynski.

58. Due to the dangerous conditions on the Property caused by the standing water, Stark was not able to enter upon the Property for an inspection until the standing water around the house and in the crawl space receded.

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59. In their August 7, 2018 report, Stark detailed how the serious problems were still present and had in fact significantly worsened since May.

60. The August 7, 2018 Stark report states that further inspections and extensive and immediate remediation would be required. The specific findings of problems in the crawl space substructure included, but not by way of limitation, the following:

a. Active wood-decay fungi with associated damage scattered throughout substructure in the form of dark, discolored wood;

b. Non-active wood-decay fungi with associated damage scattered throughout crawl space;

c. Standing water throughout crawl space;

d. Condensation on HVAC duct work;

e. Wood moisture content ranged from 27% to 32%; and,

f. The specific identification of the areas where each condition was noted, as well as the location of areas which were deemed inaccessible.

The August 7, 2018 Stark report is attached hereto this Complaint and incorporated herein as Exhibit E.

61. Only after closing upon the sale of the Property, and only due to the happenstance recommendation of Stark as a crawl space specialty company, did Plaintiffs learn of the May 16, 2018 Stark report and the issues detailed therein.

62. Only after closing upon the sale of the Property, did Plaintiffs discover the improper, hidden, unapproved, and unpermitted remediation efforts, including but not limited to the installation of mechanical systems (including sump pumps).

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63. Upon information and belief, the Plaintiffs expect to obtain additional evidence of attempts to hide problems as well as evidence of Defendants' specific knowledge of the undisclosed pre-existing problems.

64. By way of letter dated September 7, 2018 by and through Plaintiffs' counsel, Mr. & Mrs. Onions were put on notice of their responsibility as to the issues set forth hereinabove.

65. Plaintiffs hired experts to undertake immediate repairs as was necessary to prevent further damages to the Property and to remediate health safety issues. While the total eventual cost of repairs and remediation are not finalized or certain, they are currently estimated and anticipated to be at least $141,606.65.

FIRST CAUSE OF ACTION AS TO ALL DEFENDANTS
(*Fraud, Fraud in the Inducement, and/or Misrepresentation*)

66. Each and every allegation asserted in this Complaint is realleged and incorporated as if repeated verbatim herein this cause of action.

67. Plaintiffs reasonably relied upon Defendants' false verbal representations, false representations in the Disclosure Statement provided and completed by Mr. and Mrs. Onions and Mrs. Kopchynski, and the false and misleading representations in Lane's CL-100 inspection report.

68. The Disclosure Statement was known to be materially inaccurate when it was initially written and when Defendants received the May 16, 2018 Stark report.

69. Defendants' false representations were material. Plaintiffs would not have purchased the Property had they known of the inaccurate and misleading representations made by Defendants.

70. Defendants knowingly, intentionally, and recklessly made material and false representations to Plaintiffs with the intent that Plaintiffs would rely upon them.

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71. Defendants' representations were material, intentionally false and wrongful, and made with a reckless disregard of their falsity.

72. Plaintiffs were unaware of the falsity of Defendants' representations.

73. Plaintiffs had a right to and did reasonably rely upon Defendants' representations, obligation to be truthful, and their obligation to correct their statements which they knew had become misleading.

74. Plaintiffs had a right to and did in fact rely upon Defendants' representation to their severe detriment. While the total eventual cost of repairs and remediation are not finalized or certain, they are currently being incurred and are now estimated and anticipated to be at least $141,606.65.

75. Due to Defendants' fraudulent misrepresentations, Plaintiffs are entitled to an award to recover their actual, incidental, consequential damages, as well as an award of punitive damages as the trier of fact may deem just and proper to punish Defendants. In the alternative, Plaintiffs are entitled to receive a refund of all monies paid in connection with the Property, as well as any and all court costs and attorney fees.

SECOND CAUSE OF ACTION AS TO ALL DEFENDANTS
(*Negligent Misrepresentation*)

76. Each and every allegation asserted in this Complaint is realleged and incorporated as if repeated verbatim herein this cause of action.

77. Defendants repeatedly made false representations to Plaintiffs.

78. All of the Defendants had a pecuniary interest in knowingly making the false statements that the Plaintiffs relied upon.

79. Plaintiffs justifiably relied on Defendants' fraudulent misrepresentations and reckless conduct to their severe detriment.

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80. Each Defendant owed a duty of care to see that truthful information was communicated to the Plaintiffs.

81. Each Defendant breached their duty by failing to exercise due diligence to see that truthful information was communicated to the Plaintiffs.

82. As a direct and proximate result of the Plaintiffs' reasonable and justifiable reliance upon Defendants knowing misrepresentations, Plaintiffs have been damaged.

83. Plaintiffs had a right to and did in fact rely upon Defendants' representation to their severe detriment. While the total eventual cost of repairs and remediation are not finalized or certain, they are currently being incurred and are now estimated and anticipated to be at least $141,606.65.

84. Due to Defendants' misrepresentations, Plaintiffs are entitled to an award to recover their actual, incidental, consequential damages, as well as such exemplary and punitive damages as the trier of fact may deem just to punish Defendants. In the alternative, Plaintiffs are entitled to receive a refund of all monies paid in connection with the Property, as well as any and all court costs and attorney fees.

THIRD CAUSE OF ACTION AS TO ALL DEFENDANTS
(*Civil Conspiracy*)

85. Each and every allegation asserted in this Complaint is realleged and incorporated as if repeated verbatim herein this cause of action.

86. Defendants collectively combined to conceal, misrepresent, and fraudulently convey misleading and incomplete information as to the condition of the Property to ensure that they would each profit by its sale to the Plaintiffs.

87. Defendants combined at the expense of and for the purpose of causing injury to Plaintiffs.

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88. Defendants conduct went well beyond legitimate purposes so as to specifically plan a timely cover-up and concealment of a number of severe and underlying problems.

89. Defendants Civil Conspiracy has inflicted special damages upon Plaintiffs, including but not limited to:

a. Implementing a plan to cover up the cause of damages and thereby worsening the condition of the Property in a very short time, and creating emergent conditions requiring the costs of immediate and extensive remediation;

b. Requiring Plaintiffs to devote their immediate and full-time attention to uncovering the truth, preventing Plaintiffs from attending to any other matters, and thereby causing an extreme amount of stress;

c. Requiring Plaintiffs to move their belongings into storage until such time as the Property may be remediated and given a clean bill of health;

d. Requiring Plaintiffs to forfeit savings to pay for the damages in advance of the trial of this Action;

e. Requiring Plaintiffs to bring this Action to recover their damages, costs, and expenses; and,

f. Such other special damages as may be revealed during the discovery of this Action.

90. Due to Defendants' civil conspiracy, Plaintiffs are entitled to an Order awarding damages in an amount sufficient to recover any and all of their special damages, as well as such exemplary and punitive damages as the trier of fact may deem just to punish Defendants.

FOURTH CAUSE OF ACTION AS TO LANE'S
(*Negligence*)

91. Each and every allegation asserted in this Complaint is realleged and incorporated as if repeated verbatim herein this cause of action.

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92. Prior to closing, Plaintiffs hired Lane's to properly conduct a Wood Infestation Report of the Property and to thereafter accurately and fully disclose the results upon the requisite CL-100 Wood Infestation Report.

93. Plaintiffs reasonably and justifiably relied upon Lane's professional capacity to evaluate the Property.

94. Lane's delivered a CL-100 report on or around July 11, 2018 which was not at all consistent with the condition of the Property, and which contradicted each and every finding of the undisclosed May 16, 2018 Stark report by **falsely** indicating and reporting:

a. Visible evidence of prior subterranean termite treatment;

b. Moisture readings in an open crawl space which would not have been possible;

c. No evidence of active or non-active wood destroying fungi in the crawl space;

d. No evidence of the presence of excessive moisture conditions;

e. No areas which were inaccessible to the inspector; and,

f. No evidence of active or past damage.

The two-page July 11, 2018 report from Lane's is attached hereto this Complaint and incorporated herein as Exhibit D.

95. Plaintiffs have made numerous requests for any and all information and documentation from Lanes concerning the Property.

96. In response to Plaintiffs' requests for information, Lane's did not provide any back up documentation, notes, and/or photos or other information to support their two-page CL-100 report.

97. As set forth above, Lane's either completely failed to actually inspect the Property, or their agents acted in combination with the other Defendants to conspire and injure Plaintiffs.

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98. Lane's owed a duty of care to Plaintiffs to fully and properly evaluate the Property in accordance with the South Carolina law, including the South Carolina Pesticide Control Act at S.C. Code §46-13-40, et seq., and the South Carolina Pest Control Regulations 27-1083 and 27-1085.

99. The CL-100 issued by Lane's was deficient and not incompliance with the above-referenced statutory and regulatory requirements.

100. Lane's failure to comply with the statutory and regulatory requirements concerning their CL-100 report are consistent with their not having previously provided any treatments, and not actually visiting the Property, and/or conducting any inspections of the Property.

101. As a proximate result of Plaintiffs' justifiable and reasonable reliance upon the CL-100 report produced by Lane's, they have suffered severe stress and monetary damages.

102. While the total eventual cost of repairs and remediation are not finalized or certain, they are currently being incurred and are now estimated and anticipated to be at least $141,606.65.

103. Due to Defendant's negligence, Plaintiffs are entitled to an award to recover their actual, incidental, consequential damages, as well as such exemplary and punitive damages as the trier of fact may deem just to punish Defendants. In the alternative, Plaintiffs are entitled to receive a refund of all monies paid in connection with the Property, as well as any and all court costs and attorney fees.

FIFTH CAUSE OF ACTION AS TO MR. & MRS. ONIONS AND KOPCHYNSKI
(*Violations of S.C. Code 27-50-10, Residential Property Condition Disclosure Act*)

104. Each and every allegation asserted in this Complaint is realleged and incorporated as if repeated verbatim herein this cause of action.

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105. The South Carolina Code of Laws requires that an owner of residential real property shall provide to a prospective purchaser a completed and signed South Carolina Residential Property Condition Disclosure Statement prior to entering into a real estate contract.

106. In April of 2018, Mrs. Kopchynski provided the requisite disclosure form to Mr. and Mrs. Onions.

107. Mr. & Mrs. Onions partially completed the disclosure form and thereafter initialed the first four (4) pages and signed page five (5) on or around Monday, April 23, 2018 of the Disclosure Statement.

108. Mr. and Mrs. Onions failed to truthfully disclose material adverse facts about The Property.

109. By and through the Disclosure Statement, Mr. and Mrs. Onions affirmatively misrepresented that Lane's provides termite/pest treatment and/or coverage to the Property and that they had **no knowledge** of any problems, defects, malfunctions, or conditions as to:

a. Mechanical systems (including pumps);

b. Built in systems and fixtures;

c. Present wood problems caused by termites, insects, wood destroying organisms, dry rot, or fungus;

d. Present pest infestations of wood destroying insects, organisms, dry rot or fungus;

e. Violations or variances in zoning laws, restrictive covenants, building codes, permits, or other land use restrictions affecting the Property;

f. Utility easements or encroachments to or upon adjacent real property;

g. Problems caused by water or flood hazards during their ownership;

h. Drainage or underground problems; and,

i. There were no other known or material issues.

110. Mr. and Mrs. Onions knew the Disclosure Statement was incomplete, misleading, and inaccurate when they signed it on April 23, 2018.

111. Plaintiffs would not have purchased the Property if Mr. and Mrs. Onions had disclosed the prior problems with storm water drainage, flooding, and their numerous remediation efforts.

112. The information within the May 16, 2018 Stark report documented a number of very serious problems which made the representations in the Disclosure Statement misleading and inaccurate.

113. Defendant Kopchynski was aware of the issues identified in the May 16, 2018 Stark report, because she personally ordered the inspection and because the report was personally delivered to her.

114. The May 16, 2018 Stark report was not disclosed to Plaintiffs.

115. Plaintiffs would not have purchased the Property if the May 16, 2018 Stark report been had disclosed to them.

116. South Carolina law required Mr. and Mrs. Onions to answer the Disclosure Statement fully, honestly, and appropriately by attaching relevant documents, check a box for each question, and writing in the blanks.

117. Mr. and Mrs. Onions had multiple opportunities to update the disclosure statement and failed to do so.

118. South Carolina law required Mrs. Kopchynski to disclose material adverse facts about the Property actually known, regardless of the owner responses on the Disclosure Statement.

119. Defendants' failure to fully, honestly, and appropriately disclose material adverse facts was the proximate cause of severe monetary damages to Plaintiffs. While the total eventual

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cost of repairs and remediation are not finalized or certain, they are currently being incurred and are now estimated and anticipated to be at least $141,606.65.

120. Due to Defendants' failure to fully, honestly, and appropriately disclose material adverse facts, Plaintiffs are entitled to an award to recover their actual, incidental, consequential damages, and/or to rescind the Contract and receive a refund of all monies paid in connection with the Property and the Contract, as well as any and all court costs and attorney fees.

SIX AND SEVENTH CAUSES OF ACTION AS TO MR. & MRS. ONIONS
(*Breach of Contract & Breach of Contract Accompanied by Fraudulent Act*)

121. Each and every allegation asserted in this Complaint is realleged and incorporated as if repeated verbatim herein this cause of action.

122. Plaintiffs entered into a binding contract to purchase the Property on or around June 20, 2018 (hereinafter "Contract").

123. The Contract was expressly made contingent upon Defendants completing and delivering an accurate SC Residential Property Condition Disclosure Statement.

124. Defendants Mr. and Mrs. Onions delivered the original April 23, 2018 Disclosure Statement to the Plaintiffs on or around June 20, 2018.

125. As set forth above, the material inaccuracies of the Disclosure Statement (which were well known by Mr. and Mrs. Onions), were not modified or corrected.

126. Defendants' breaches and unjustifiable failure to perform the Contract includes, but not by way of limitation;

a. Failing to complete and deliver an accurate SC Residential Property Condition Disclosure Statement;

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b. Failing to correct materially misleading and false assertions within the Disclosure Statement;

c. Insisting that Plaintiffs purchase the Property as quickly as possible;

d. Breaching the implied covenant of good faith and fair dealing that is inherent in every Contract entered into in South Carolina; and,

e. Such other breaches as may be revealed during the discovery of this Action.

127. The Contract provides that in the event of Defendants' default in the performance of the Sellers' obligations, the Buyer is entitled to deliver notice of default and thereafter pursue all remedies at law and in equity to recover all damages, attorney fees and all other direct costs of litigation.

128. Plaintiffs have and will continue to suffer damages as a proximate result of Defendants' breach of the Contract. While the total eventual cost of repairs and remediation are not finalized or certain, they are currently being incurred and are now estimated and anticipated to be at least $141,606.65.

129. Due to Defendants' breach of the Contract, Plaintiffs are entitled to an award to recover their actual, incidental, consequential damages, and/or to rescind the Contract and receive a refund of all monies paid in connection with the Property and the Contract.

130. As set forth above, Defendants' actions in breaching the Contract were accompanied by a fraudulent intent relating to their breaches.

131. Defendants' actions in working to cover up and conceal the problems which were not being disclosed were fraudulent acts accompanying their breaches.

132. As a result of Defendants' breaches of contract accompanied by a fraudulent act, Plaintiffs are also entitled to an award of exemplary and punitive damages as the trier of fact may deem just to punish Defendants for their actions.

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WHEREFORE, Plaintiffs, having complained of Defendants, hereby prays for the following relief:

a. An Order of this Honorable Court granting the relief under the Causes of Action set forth above as to Plaintiffs' actual, incidental and consequential damages;

b. An Order granting Plaintiffs the costs of this Action, all damages set forth above, including but not limited to a reasonable attorney fee and prejudgment interest;

c. An Order granting that Defendants shall buy the Property back at full price, inclusive of all repair and remediation costs incurred to date;

d. An Order awarding punitive damages as the trier of fact in this matter may award which is sufficient to punish Defendants and prevent them from further continuing their misleading and fraudulent practices;

e. For a trial of this matter by a jury of Plaintiffs' peers as soon as is possible; and,

f. An award of any and all other relief which is deemed just and proper by this Honorable Court and the trier of fact.

BELLAMY, RUTENBERG, COPELAND, EPPS, GRAVELY & BOWERS, P.A.
P. O. Box 357
Myrtle Beach, SC 29578-0357
843.448.2400
Attorneys for Plaintiffs

/s/ George W. Redman, III
SC Bar No. 72365

Myrtle Beach, South Carolina

November 16, 2018.

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STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

Property Address (including unit # or identifier) 24 Avenue of Live Oaks, Pawleys Island, 29585

Owner: ( ) ( ) Purchaser: ( ) ( ) acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 6/2017

Re/Max Beach & Golf, 14361 Ocean Hwy P.O. Box 689 Pawleys Island SC 29585
Phone: (843)979-9979 Fax: (843)979-9901 Laura Kopchynski

Onions offer for

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

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

	Yes	No	No Representation
1. Water supply	☐	☑	☐
2. Water quality	☐	☑	☐
3. Water pressure	☐	☑	☐
4. Sanitary sewage disposal system for any waste water	☐	☑	☐

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

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

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

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

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

A. Approximate year that current roof covering was installed or modified: 2014 . Approximate year structure was built: 2014

B. During your ownership, describe any known roof system leaks and repairs: _____

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

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

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A. Describe Cooling System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Window ☐ Other _____

B. Describe Heating System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Furnace ☐ Other _____

C. Describe HVAC Power ☐ Oil ☐ Gas ☑ Electric ☐ Solar ☐ Other _____

D. Describe HVAC system approximate age and any other HVAC system(s): 1 UNIT 2017

1 UNIT 2005 RENOVATED 2014

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

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:

NONE

B. Describe/name company that may be providing termite/pest treatment or coverage to property:

LANES

C. Describe any known present pest infestations:

NONE

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

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning?

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☑	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☑	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☑	☐
18. Room additions or structural changes to the property during your ownership	☑	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☐	☑	☐
20. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☑	☐
21. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☑	☐
22. Erosion or erosion control affecting the property	☐	☑	☐
23. Flood insurance covering the property	☐	☑	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: N/A

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: N/A

Owner: (CP) (SP) Purchaser: (A) (KAV) acknowledge receipt of a copy of this page which is page 3 of 5.

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

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

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

A. Describe the lease terms and any leasing problems, if any: NONE

B. Describe the name and contact information for any property management company involved:

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

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

A. Describe any utility company financed or leased property on the real property: N/A

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: N/A

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND TO LIST ANY ATTACHED REPORTS/INFORMATION OR TO FURTHER DESCRIBE NOTICE/KNOWN ISSUES

SEE REPAIR VERIFICATION 6/20/2018

Owner: ( ) ( ) Purchaser: ( ) ( ) acknowledge receipt of a copy of this page which is page 4 of 5.

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Onions of [illegible]

Complaint Exhibit A

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

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

☑ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) _____
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____

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

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

Owner Signature: Thomas C. Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. THOMAS C. ONIONS 4-23-18 2:00PM

Owner Signature: Jacqueline Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. JACQUELINE ONIONS

Purchaser acknowledges prior to signing this disclosure:

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

Purchaser Signature: Rory M Isaac Date: 6/20/18 Time: _____

Purchaser Printed Name: RORY M. ISAAC

Purchaser Signature: Kimberly Isaac Date: 6/20/18 Time: _____

Purchaser Printed Name: Kimberly Isaac

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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 **(CCRBR)**. 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: 24 Avenue of Live Oaks, Pawleys Island, 29585

Describe owners association charges: $ 175.00 Per MONTH (month/year/other)

What is the contact information for the owners association? FIRST SERVICE RESIDENTIAL 843-652-2163

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?	☑	☐	☐
2. Are there any owners association or **CCRBR** resale or rental restrictions?	☑	☐	☐
3. Has the owners association levied any special assessments or similar charges?	☐	☑	☐
4. Do the **CCRBR** or condominium master deed create guest or visitor restrictions?	☑	☐	☐
5. Do the **CCRBR** 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?	☑	☐	☐
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 yes answers in the space below and attach any additional sheets or relevant documents as needed:

Owner signature: Thomas Onions Date: 4-23-18 Time: 2:00 PM
Thomas ONIONS

Owner signature: Jacqueline Onions Date: 4-23-18 Time: 2:00pm
JACQUELINE ONIONS

Purchaser signature: Kory Mdaac Date: 6/20/18 Time:

Purchaser signature: Kimberly Daac Date: 6/20/18 Time:

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Inspection Report

Randy and Suzanne Cole

Property Address:
24 Avenue of Live Oaks
Pawleys Island SC 29585



Cornerstone Home Inspections of SC, LLC

Eric Koppel 48983
22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Date: 5/10/2018	Time: 09:00 AM	Report ID: EK-5189
Property: 24 Avenue of Live Oaks Pawleys Island SC 29585	**Customer:** Randy and Suzanne Cole	**Real Estate Professional:** Todd Palmer United Real Estate

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI)= I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this home or building.

(Summary items) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

In Attendance:	Type of building:	Approximate age of building:
Seller only	Single Family (2 story)	13 years
Temperature:	**Weather:**	**Ground/Soil surface condition:**
69 degrees at time of arrival	Clear	Dry
Rain in last 3 days:	**Radon Test:**	**Water Test:**
No	No	No

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General Summary

Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

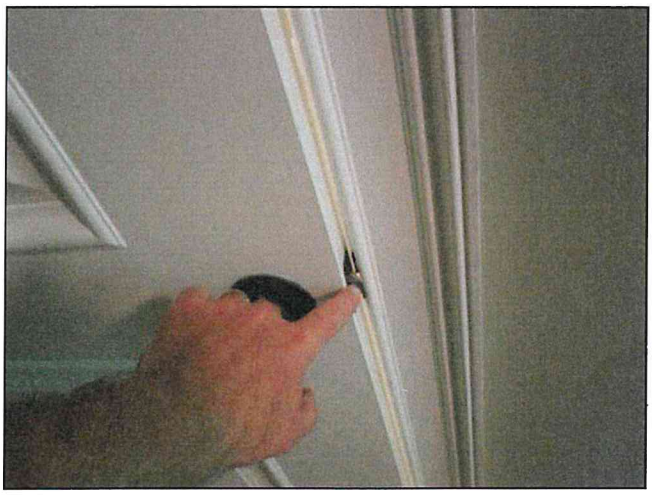
Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

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

5. Living Areas and Bedrooms

5.4 Doors (representative number)

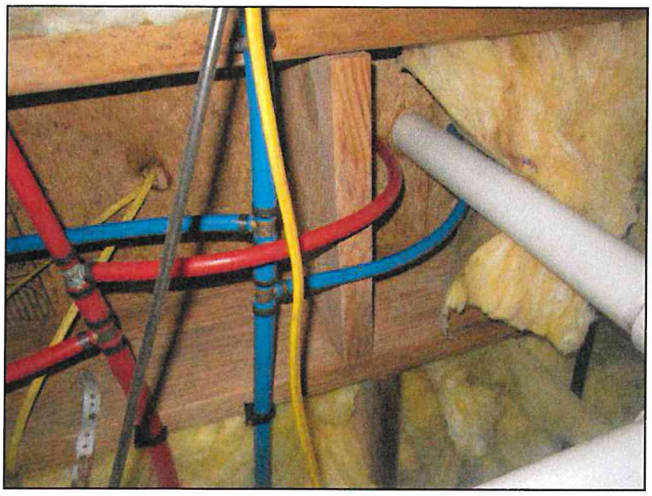
The door to the back left bedroom does not latch when closed. Recommend adjustment by a qualified contractor. Item 1(Picture)



5.4 Item 1(Picture) Door does not latch

7. Structural Components

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7.5 Item 3(Picture) Missing insulation



7.5 Item 4(Picture) Hanging insulation



7.5 Item 5(Picture) Hanging insulation

7.6 Vapor Retarders (in Crawlspace or basement)

There are areas of ground that are not covered by a vapor barrier and the ground is damp. Recommend further inspection and any needed corrections by a crawl space specialty company. Item 1(Picture) Item 2(Picture) Item 3 (Picture) Item 4(Picture) Item 5(Picture) Item 6(Picture)



7.6 Item 1(Picture) Dampness in crawl space



7.6 Item 2(Picture) Dampness in crawl space - missing vapor barrier

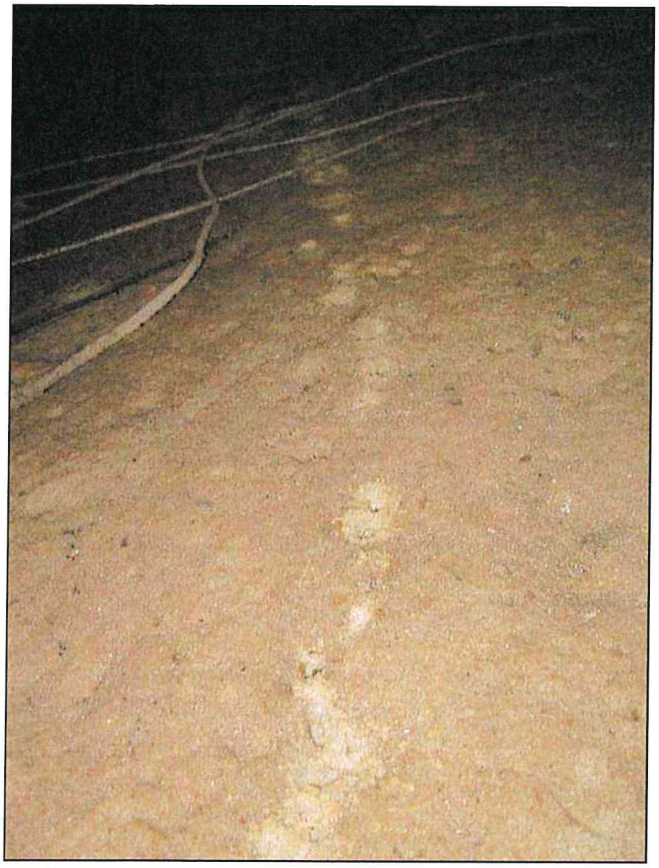
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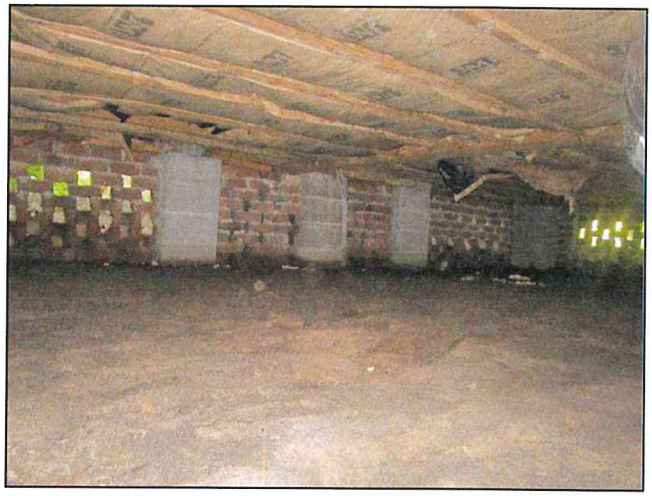
7.6 Item 3(Picture) Missing vapor barrier - damp ground



7.6 Item 4(Picture) Wet debris on top of vapor barrier



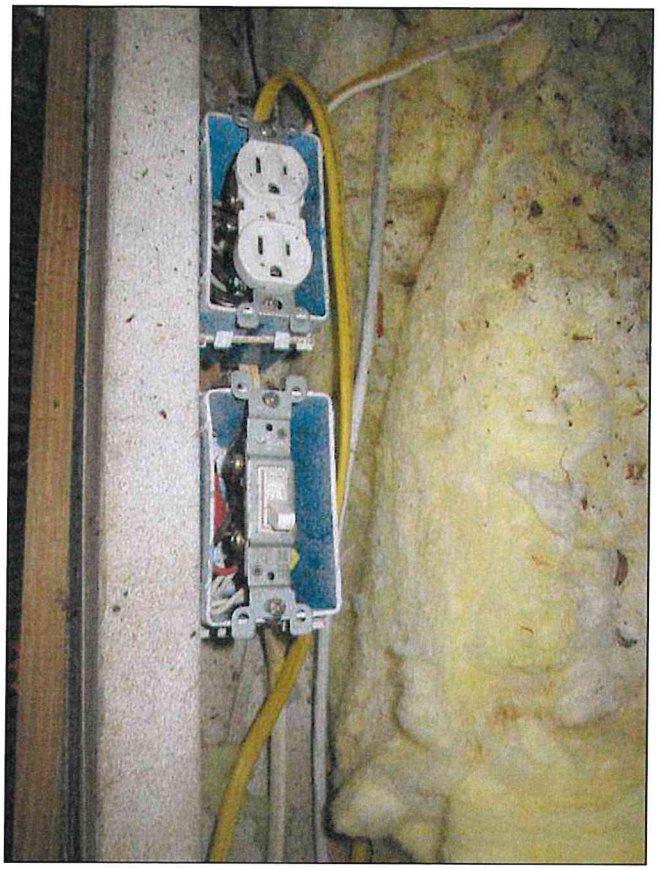
7.6 Item 5(Picture) Missing vapor barrier - damp ground



7.6 Item 6(Picture) No vapor barrier under sun room - damp ground

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture,

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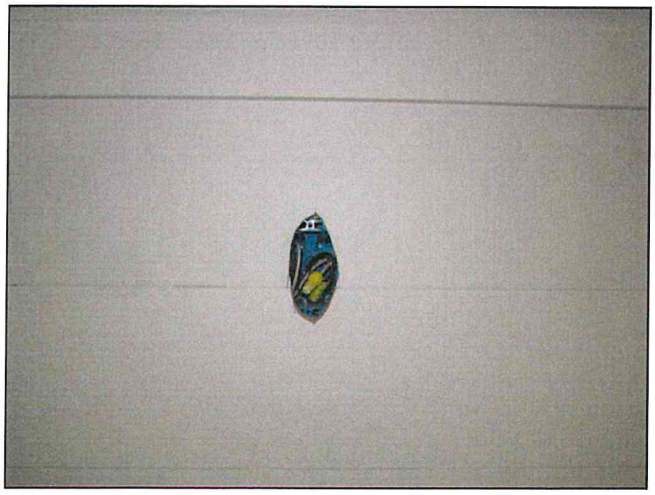


1.7 Item 1(Picture) Missing covers

5. Living Areas and Bedrooms

5.6 Outlets, Switches and Fixtures

There are two mounting boxes on the wall at the second floor living area that do not have fixtures installed and are not covered by cover plates. Recommend correction by a qualified contractor. Item 1(Picture)



5.6 Item 1(Picture) Open boxes - no fixtures or covers

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Plumbing Issues

Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

6. Bathroom and Components

6.7 Plumbing Water Supply, Distribution System and Fixtures

The toilet in the half bath is loose at it's connection to the floor flange. Recommend further inspection and correction by a qualified contractor. Item 1(Picture)



6.7 Item 1(Picture) Toilet will move/tip when pushed

Electrical Issues



Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

1. Roof System / Chimneys and Attic

1.7 Visible Electric Wiring in Attic

There is an electrical outlet and a switch in the attic that is not protected with a cover. Recommend correction by a qualified contractor. Item 1(Picture)

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INSPECTION GRAPH

STARK EXTERMINATORS
Beyond The Call.

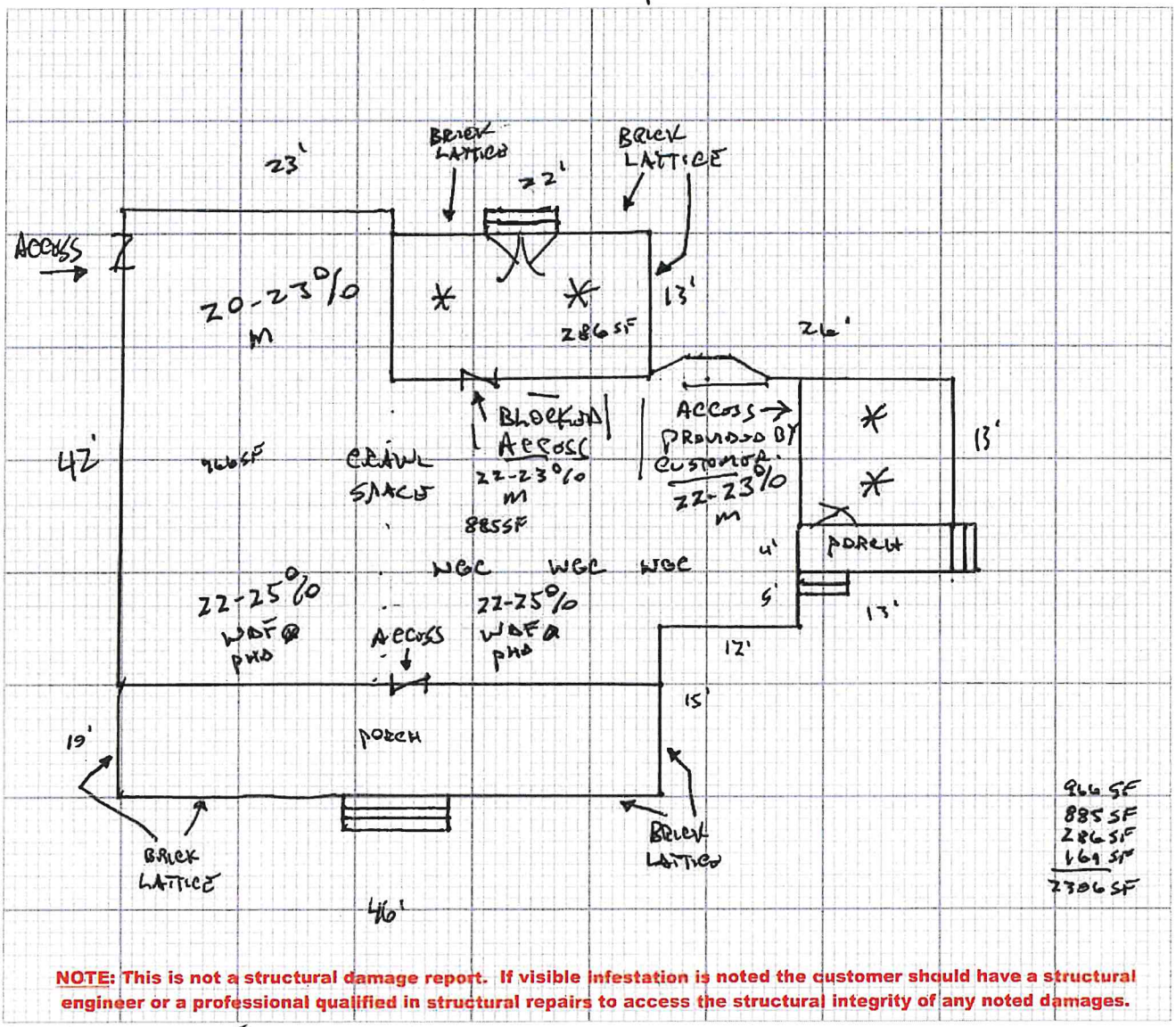
Date: 5 / 16 / 18

Inspector: ANDY WARD

Owners/Agents Name: JACKIE ONIONS 843 Hm Ph: 325-3733 Other Ph: _____ Email: JACQUEO@SC.RR.COM

Occupants/Purchasers Name: _____ Hm Ph: _____ Other Ph: _____ Email: _____

Service Address: 24 AVE OF LIVE OAKS City: POWLEYS IS. State: SC Zip Code: 29585



NOTE: This is not a structural damage report. If visible infestation is noted the customer should have a structural engineer or a professional qualified in structural repairs to access the structural integrity of any noted damages.

FOUNDATION WALLS: ☑ BLOCK ☐ POURED ☐ _____
EXTERIOR CLADDING: ☐ BRICK ☐ STUCCO ☑ SIDING ☐ _____
CONSTRUCTION TYPE: Basement: ☐ Finished ☐ Unfinished ☐ Floating Slab ☐ Supported Slab ☐ Monolithic Slab ☑ Crawl ☐ Pier & Beam

CODE:
☐ ACTIVE INFESTATION = A
☑ WOOD BORERS = WB
☑ MOISTURE CONDITION = M
☐ SUBTERRANEAN TERMITES = ST
☐ POWDER POST BEETLES = PPB
☐ PREVIOUS INFESTATION = P
☐ DRYWOOD TERMITES = DT
☑ WOOD DECAY FUNGI = WDF
☐ BATH TRAP = B

CONDUCIVE CONDITIONS:
☑ POSSIBLE HIDDEN DAMAGE = PHD
☐ WOOD TO GROUND CONTACT = WGC
☐ CELLULOSE DEBRIS = CD
☑ EXISTING VISIBLE DAMAGE = ⊗
☐ INADEQUATE VENTILATION = IV
☑ INACCESSIBLE AREAS = *
☐ STANDING WATER = SW

INSPECTORS STATEMENT LOCATION OF VISIBLE INFESTATION: _____
TYPE OF TREATMENT: ☐ Baiting System ☐ Liquid Treatment ☐ Limited Liquid Treatment ☐ Other: _____

TREATMENT DATE: ____ / ____ / ____ PRODUCT _____ ESTIMATED ☐ GALLONS / ☐ STATIONS: _____
Water Well: [ ] NO [ ] Yes - # of Feet _____ Additional Instructions: _____

Size of Structure: _____
☐ Cubic Footage ☐ Linear Footage
Scale Used: ☐ 1:1 ☐ Other: _____
Waiver Issued ☐ Yes ☐ No

STK-SAS-100-SC 5765 *Moisture Meter Readings Required Revised 1/16

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STARK EXTERMINATORS
Beyond The Call.

Crawl Space
Moisture Management System
Service and Maintenance Agreement

ONIONS | JACKIE AND | TIM
Account Name, Last | First | Middle

24 AVE. OF OAKS (TUCKERS RD.)
Service Address, Number | Street

PAWLEYS IS. | SC | 29585
City | State | Zip Code

843-325-3733
Service Phone | Home | Work

JACQUEO@SC.RR.COM
Cell Phone | Email Address

Tenant | Person to Contact

SAME
Billing Name

Billing Address, Number | Street

City | State | Zip Code

Billing Phone | Home | Work

Cell Phone | Email Address

Attention (Property Manager / Commercial Accounts Manager)

Effective 5-18-2018 through 5-18-2019 for the sum of $ 4,595 Stark Exterminators, Inc.* (hereafter Stark) will provide the service specified below, to assist in the control of crawl space moisture levels In first year a follow up visit will be scheduled 4-6 months after installation to check humidity levels and dehumidifier system

Stark will extend the service annually to the Purchaser for so long as the Purchaser may own the property for $ 200 per year payable on or before the end of the previous service period. After the third annual period and each annual period thereafter, Stark reserves the right to revise the annual extension charge.

Stark will install (1) dehumidifier(s) in crawl space to reduce condensation and to aid in the reduction of wood moisture content in sills, joists and other wood members Dehumidifier(s) will be wired by a licensed electrician and will be drained to the exterior through pvc pipe. A vapor barrier will be installed over the majority of accessible soil after removing debris as necessary. All vents will be covered from inside the crawl space to prevent air movement If necessary we will clean and treat all exposed wood and concrete for the protection and prevention of wood decay fungus (WDF). Terms and Conditions and costs associated for any treatment performed for wood decay fungus can be found on separate contract titled Wood Destroying Organisms and should accompany this agreement.

Stark will inspect the above listed property periodically as long as the agreement is in effect and will provide the following:

- Replace defective materials and equipment at our expense while under the manufacturer's warranty
- After manufacturer's warranty period, repair or replacement will be made for material cost only with no installation charge, provided materials and equipment were not damaged through abuse, neglect or accident
- Replace dehumidifier filter(s) annually according to manufacturer's recommendation.
- Record wood moisture readings in substructure.
- Adjust dehumidifier settings as needed and ensure dehumidifier's proper drainage
- Inspect and, if needed, repair damages to vapor barrier and vent coverings.

Customer's responsibilities under this agreement:

- Maintain HVAC system including proper drainage
- Maintain/insure proper ventilation for any present or future appliance in crawl space.
- Maintain proper drainage around structure to ensure water does not flow toward foundation walls.
- Notify Stark before any service work is done in the crawlspace. Any damage done by another service provider is not covered by this agreement unless prior notification and direct supervision by a Stark company representative is given

This property was not inspected, nor serviced, for the presence or control of health related mold or fungi. STARK SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ALLERGIES, AGGRAVATIONS THEREOF, OR FOR ANY BODILY INJURY RESULTING FROM MOLD, FUNGUS, MILDEW, OR ANY OTHER CAUSE

As part of this agreement, Stark has not made an inspection for termite infestation and Stark makes no representation, express or implied, as to the absence of termites or other wood destroying pests and no service has been rendered for control of such pests Ask your Stark representative for a termite inspection if you desire such service

Stark specifically disclaims any warranty as to areas affected by plumbing leaks, roof leaks, defective door and window openings, power outages, floods and/or Acts of God

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED 5-16-18 , ARE PART OF THIS PLAN.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

COMPANY INFO: DATE: 5 / 18 / 18

Address: 107 QUEEN ST., SUITE A

City: GEORGETOWN

State: SC Zip: 29440

Phone 843-546-5848

ACCEPTED BY: DATE: / /

☐ Buyer / ☐ Authorized Agent

AMY WARD 843-344-9385
Company Representative

Company Service Center Manager

STK-SAS-063 Revised 4-15

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

DATE: 7/11/2018 **FILE NO.:** 51551

THIS REPORT VALID FOR 30 DAYS ONLY. THIS REPORT IS NOT A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAINS THIS WOOD INFESTATION REPORT.

This is to report that a qualified inspector employed by the below firm has carefully inspected accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying organisms, and wood-destroying fungi. The inspection for the presence of wood-destroying fungi is only required to the level below the first main floor as defined in Section 27-1085 K(3)(f) of the Rules and Regulations for the Enforcement of the South Carolina Pesticide Control Act. This report specifically excludes hidden areas, areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspections of such hidden areas or of such not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying organisms. Probing and/or sounding of those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying organisms or fungi, it must be assumed that there is some damage to the building caused by this infestation, however, any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer, licensed contractor, or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 24 AVE OF LIVE OAKS PAWLEYS ISLAND SC 29585

IF ANY OF THE FOLLOWING ARE MARKED YES, DESCRIBE ON REVERSE.

WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? Yes ✓ No

INFESTATION:

	Active Infestation YES	Active Infestation NO	Previous Infestation YES	Previous Infestation NO
1. There is visible evidence of :				
a. Subterranean termites		✓		✓
b. Drywood termites		✓		✓
c. Old house borers		✓		✓
d. Powder post beetles		✓		✓
e. Other wood-destroying insects		✓		✓
2. There is visible evidence of prior subterranean termite treatment	Yes ✓		No	
3. There is evidence below the first main floor of the presence of:				
a. Active wood-destroying fungi (wood moisture content > 28% .	Yes		No ✓	
b. Non-active wood-destroying fungi (wood moisture content < 28%)	Yes		No ✓	
4. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	Yes		No ✓	

Wood moisture content of the wooden substructure ranged from 8 %to 18 %.

DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined 27-1085 K(3)(f) SCRR.) At the time of our inspection, there were visibly damaged wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor.). Yes ☐ No ✓

If the answer is "YES", specify causes and location(s) on back.

Damage Observed. Damage must be disclosed even if repairs are deemed unnecessary. If visible evidence of active or previous infestation caused by any wood-destroying organism is reported, it must be assumed that some degree of damage is present and location(s) must be described on the reverse side of this report. It is recommended that evaluation of damage and any corrections be performed by a licensed contractor or structural engineer approved by the purchaser.

TREATMENT Check Appropriate Box

1. The property described was treated by us for the prevention or control of subterranean termites ✓
   Wood-destroying organism for which treatment was made date 10/2016
2. An Official Waiver of Standards Form (subterranean termite treatment) has been issued. (NOTE: a signed copy must be attached to this report). ☐
3. The property is covered by a warranty associated with the above treatment. The purchaser should contact the company reguarding information required to transfer warranty. ☐
4. The property described has not been treated by us for any wood-destroying organisms. ☐

See other side of this report for additional conditions governing this report. CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of FORM CL-100 Regulatory and Public Service Programs of Clemson University Revised 7/12 (supersedes earlier version)

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CONDITIONS GOVERNING THIS REPORT
Please read carefully

This report is based on the observations and opinions of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, storded articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material, which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

This property was not inspected for the presence or absence of health related molds or fungi. This inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for the presence of wood-destroying fungi is only required to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any other health related issues relating to this structure. Questions concerning the presence or absence of health related molds or fungi or other health related issues, which may be associated with this property, should be addressed to a property trained Industrial Hygienist, Physician or Public Health Official.

REMARKS
THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED

Additional Pages are Attached Yes ☐ No ☑ No. of Pages

INACCESSIBLE AREAS: Some aome areas obstructed by insulation in attic, limited access to attic, the interior finished areas of the entire house, house built on slab with most areas concealed by wall/floor/ceiling coverings, underneath and behind kitchen cabinets, kitchen counters, bathroom vanities, bathtubs, wall voids in all parts of the housing structure, roof soffits, door jambs. The attic was inspected from the access door area only.

2) There is visible evidence of a prior subterranean termite treatment: evidence of drill holes indicates that there has been a conventional termite treatment done sometime in the past.

NOTES: No wood moisture damage above the level of the first main floor will be addresed in this report. This property was not inspected by this firm for the presence or absence of health-related molds, mildew or fungi. We are neither qualified, authorized nor licensed to inspect for health-related molds, mildew or fungi. If you desire information about these issued, it would be prudent to have the entire structure inspected by a licensed structural expert or industrial hygienist before closing.

IMPORTANT NOTICE: By signing or reading this CL-100, Customer/Buyer acknowledges that s/he is NOT relying on or using the statements herein as representations as to the structural condition of the building, whether the building is in need of maintenance or repair, or whether there is damage to the building. Customer/Buyer acknowledges that s/he should consult a certified building inspector to obtain opinions in these areas.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT		Firm:	Lane's Professional Pest Elimination Inc
C0029431 BRENT COLE		By:	Joseph Shehaan
(MUST BE CERTIFIED IN CATEGORY 7A)		ADDRESS:	PO Box 14973
Buisness License Number	B0001184	OF FIRM:	Surfside Beach SC 29587

ACKNOWLEDGMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED **PURCHASER'S SIGNATURE**

This report and the issuing licensee are regulated by Clemson University's Department of Pesticide Regulation.

MAKE CHECK PAYABLE TO:

Po Box 14973
Surfside Beach, SC 29587
843-238-9995
Fax :843-238-2450

ADDRESSEE

☐ Please check if address below is incorrect and indicate change on reverse side

ATTORNEY SEAN PHELAN
Po Box 1405
Georgetown, SC 29442

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD

VISA MasterCard

CARD NUMBER	EXP. DATE
SIGNATURE	AMOUNT PAID

Invoice number: 219224

ACCOUNT NUMBER	DATE	BALANCE
51551	7/13/2018	$95.00

Lane's Professional Pest Elimination, Inc.
Po Box 14973
Surfside Beach, SC 29587

00000000046546001000000010859100000000950067

PLEASE PAY FROM THIS INVOICE

Invoice 219224

Date	Description	Amount	Adjustment	Total
BUYER - ISAAC	**24 Ave Of Live Oaks , Pawleys Island, SC 29585-**			
7/11/2018	WOOD INFESTATION REPORT	$95.00		$95.00
			Discount	0.00
			Adjustment	$0.00

PLEASE DISREGARD THIS INVOICE IF PAYMENT HAS ALREADY BEEN SENT

Account# 51551 **Purchase Order Number:**

Web Portal Registration Number B6AF4AAD

Lic#: NC1657PW
Lic#: SCB0001184
Lic#: GA99102

AMOUNT DUE $95.00

Consumer Notification(s) / Post Application Statements - Treated Area(s) - Do not allow unprotected persons, children, or pets to touch, enter or replace items or bedding, to contact or enter treated area(s) until dry. Ventilation / Reoccupying - Vacate and keep area(s) closed up to 30 minutes after treatment, then ventilate area(s) for up to 2 hours before reoccupying. Equipment / Processing / Food - Thoroughly wash dished, utensils, food preparation / processing equipment and surfaces with an effective cleaning compound and rinse with clean water, if not removed or covered during treatment. The area should be odor free before products are placed in the area. Exterior Applications - (Baits) - Do not allow grazing of feed, lawn or sod clippings to livestock after bait applications. Do not burn treated wood for 1 month after treatment. National Pesticide Information Center 800.858.7378 pclc.orst.edu

CUSTOMER'S SIGNATURE

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STARK EXTERMINATORS
Beyond The Call.

INSPECTION GRAPH

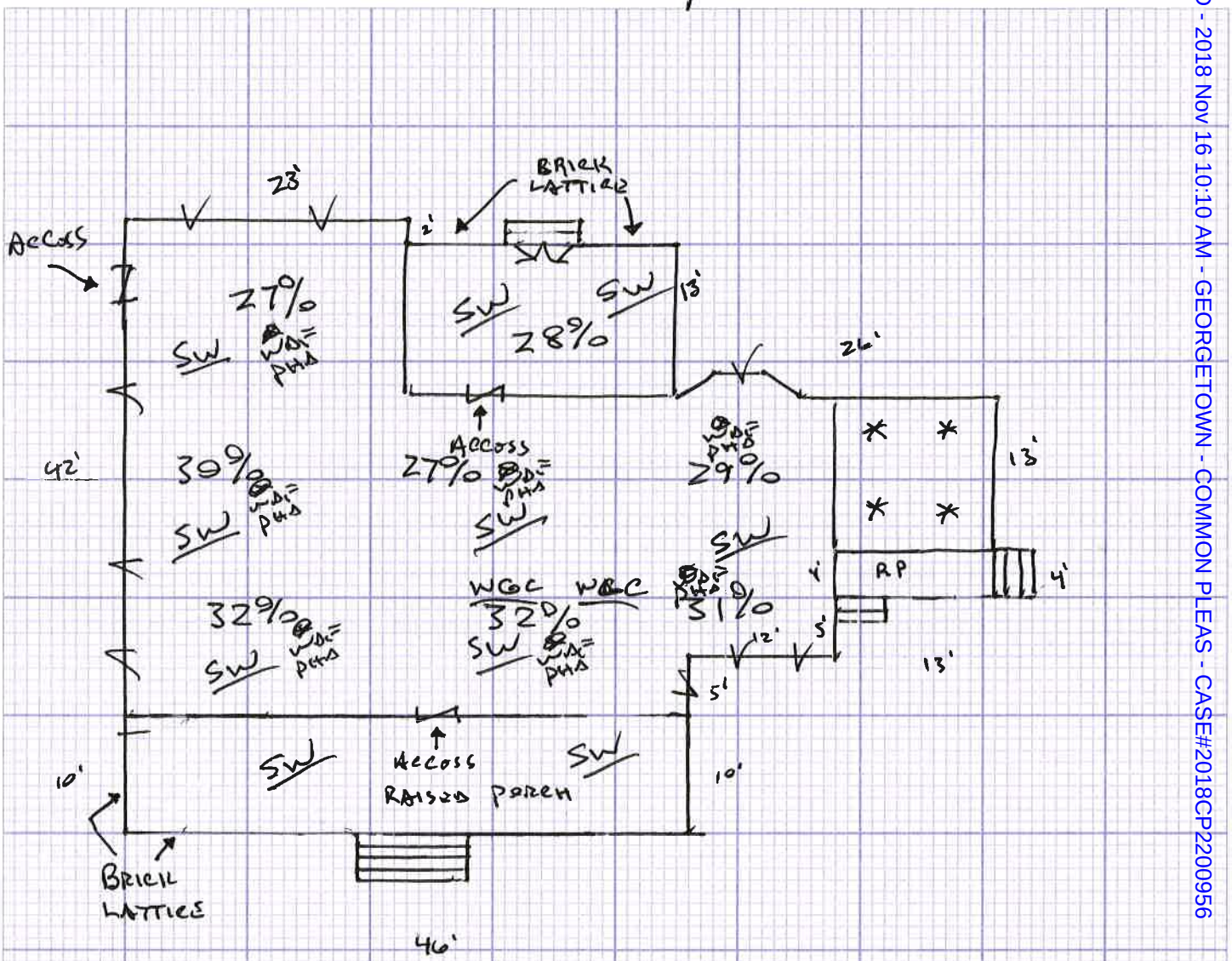
Date: 8 / 7 / 18

Inspector: Andy Wall

Owners/Agents Name: Rory Isaac Hm Ph: _____ Other Ph: 713 452-0074 Email: _____

Occupants/Purchasers Name: _____ Hm Ph: _____ Other Ph: _____ Email: _____

Service Address: 24 Mud. of Live Oaks City: Pawleys Is State: SC Zip Code: 29585



NOTE: This is not a structural damage report. If visible infestation is noted the customer should have a structural engineer or a professional qualified in structural repairs to access the structural integrity of any noted damages.

FOUNDATION WALLS: ☑ BLOCK ☐ POURED ☐ _____
EXTERIOR CLADDING: ☐ BRICK ☐ STUCCO ☑ SIDING ☐ _____
CONSTRUCTION TYPE: Basement: ☐ Finished ☐ Unfinished ☐ Floating Slab ☐ Supported Slab ☐ Monolithic Slab ☑ Crawl ☐ Pier & Beam

CODE:
☐ ACTIVE INFESTATION = **A**
☐ WOOD BORERS = **WB**
☐ *MOISTURE CONDITION = **M**
☐ SUBTERRANEAN TERMITES = **ST**
☐ POWDER POST BEETLES = **PPB**
☐ PREVIOUS INFESTATION = **P**
☐ DRYWOOD TERMITES = **DT**
☑ *WOOD DECAY FUNGI = **WDF**
☐ BATH TRAP = **B**

CONDUCIVE CONDITIONS:
☑ POSSIBLE HIDDEN DAMAGE = **PHD**
☑ WOOD TO GROUND CONTACT = **WGC**
☐ CELLULOSE DEBRIS = **CD**
☐ EXISTING VISIBLE DAMAGE = ⊗
☐ INADEQUATE VENTILATION = **IV**
☑ INACCESSIBLE AREAS = ✱
☑ STANDING WATER = **SW**

INSPECTORS STATEMENT LOCATION OF VISIBLE INFESTATION: NONE FOUND AT TIME OF INSPECTION

TYPE OF TREATMENT: ☐ Baiting System ☐ Liquid Treatment ☐ Limited Liquid Treatment ☐ Other: _____

TREATMENT DATE: ___/___/___ PRODUCT: _____ ESTIMATED ☑ GALLONS / ☑ STATIONS: _____
Water Well: [☑] NO [ ] Yes - # of Feet _____ Additional Instructions: _____

Size of Structure: _____
☐ Cubic Footage ☑ Linear Footage

Scale Used:
☐ 1:1 ☐ Other: _____

Waiver Issued
☐ Yes ☑ No

STK-SAS-100-SC *Moisture Meter Readings Required Revised 1/16

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OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT Date: August 7, 2918 File #: Isaac

THIS REPORT IS VALID FOR **30 DAYS** ONLY. THIS REPORT IS **NOT** A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION THAT THE **PURCHASER** OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAINS THIS WOOD INFESTATION REPORT.

This is to report that a qualified inspector employed by the below named firm has carefully inspected accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying organisms, and wood-destroying fungi. The inspection for the presence of wood-destroying fungi is only required to the level below the first main floor as defined in Section 27-1085 K(3)(f) of the Rules and Regulations for the Enforcement of the South Carolina Pesticide Control Act. This report specifically excludes hidden areas, areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspections of such hidden areas or of such not readily accessible.

The inspection described has been made **on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying organisms. Probing and/or sounding of those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying organisms or fungi, it must be assumed that there is some damage to the building caused by this infestation; however, any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer, licensed contractor, or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 24 Avenue of Live Oaks, Pawleys Island, SC 29585; Single Family; 2 Story; Crawlspace; Main Structure Only

If any of the following items are marked **YES,** describe on the reverse side of this page.

Were any areas of the property obstructed or inaccessible? **YES [X]** **NO [ ]**

Infestation:	**Active Infestation**		**Previous Infestation**	
1. There is visible evidence of:	**YES**	**NO**	**YES**	**NO**
a. Subterranean termites	[ ]	[X]	[ ]	[X]
b. Drywood termites	[ ]	[X]	[ ]	[X]
c. Old house borers	[ ]	[X]	[ ]	[X]
d. Powder post beetles	[ ]	[X]	[ ]	[X]
e. Other wood-destroying insects	[ ]	[X]	[ ]	[X]
2. There is visible evidence of prior subterranean termite treatment	**YES** [ ]		**NO** [X]	
3. There is evidence below the first main floor of the presence of				
a. Active wood-destroying fungi (wood moisture content ≥ 28%)	**YES** [X]		**NO** [ ]	
b. Non-active wood-destroying fungi (wood moisture content <28%)	**YES** [X]		**NO** [ ]	
4. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	**YES** [X]		**NO** [ ]	

Wood moisture content of the wooden substructure ranged from 27 % to 32 %

Damage: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined in 27-1085 K(3)(f) SCRR.)

At the time of our inspection, there were visibly damaged wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) **YES** [X] **NO** [ ]

If the answer is **YES,** specify causes and location(s) on back.

Damage Observed: Damage must be disclosed even if repairs are deemed unnecessary. If visible evidence of active or previous infestation caused by any wood-destroying organism is reported, it must be assumed that some degree of damage is present. Said damage and location(s) must be described on the reverse side of this report. It is recommended that evaluation of damage and any corrections be performed by a licensed contractor or structural engineer approved by the purchaser.

Treatment:	**Check appropriate box**
1. The property described was treated by us for the prevention or control of _____ (WOOD-DESTROYING ORGANISM FOR WHICH TREATMENT WAS MADE) (DATE OF TREATMENT)	[ ]
2. An Official Waiver of Standards Form (subterranean termite treatment) has been issued. [NOTE: a signed copy must be attached to this report]	[ ]
3. The property is covered by a warranty associated with the above treatment. The purchaser should contact the company regarding information required to transfer the warranty.	[ ]
4. The property described has not been treated by us for any wood-destroying organisms.	[X]

See other side of this report for additional conditions governing this report. CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University

FORM CL-100 Revised 7/12 (supersedes earlier versions)

File #: _____

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations and opinions of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portions of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to the infestation or damage on that portion of sheathing, siding, or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

This property was not inspected for the presence or absence of health related molds or fungi. This inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for the presence of wood-destroying fungi is only required to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any other health related issues relating to this structure. Questions concerning the presence or absence of health related molds or fungi or other health related issues, which may be associated with this property, should be addressed to a properly trained industrial Hygienist, Physician or Public Health Official.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Additional pages are attached. **YES [ ] NO [X]**

Inaccessible areas: Those areas of attic obstructed by insulation & flooring; Those areas of interior obstructed by cabinets, appliances, stored items, common household furnishings, fixed ceilings, floor and wall coverings; Those areas of exterior obstructed by cladding; Those areas of substructure obstructed by insulation, HVAC and plumbing components; **(3a)** Active wood-decay fungi with associated damage scattered throughout substructure in the form of dark, discolored wood; **(3b)** Non-active wood-decay fungi with associated damage scattered throughout crawlspace; **(4)** Standing water throughout crawlspace; condensation on HVAC duct work; Wood moisture content ranged from 27% to 32%; **DAMAGE:** Active wood-decay fungi damage scattered throughout crawlspace; **RECOMMEND:** That a qualified building expert evaluate damage and make any necessary repairs; That rainwater intrusion be corrected and that moisture levels be lowered and maintained below 20%.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interests in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS: CA015021 (MUST BE CERTIFIED IN CATEGORY 7A)

FIRM: Arrow Exterminators

BY: *Brantley C. Russell* LICENSEE'S SIGNATURE

BUSINESS LICENSE NUMBER: B0002336

ADDRESS: 107-C Queen St. Georgetown, SC 29440

ACKNOWLEDGEMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED _____ PURCHASER'S SIGNATURE _____

This report and the issuing licensee are regulated by Clemson University's Department of Pesticide Regulation.

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"ADDENDUM FOR DISCLAIMER OF MOLD"

Stark has not inspected and is not qualified to inspect the air, structure and surfaces of the indicated structure or dwelling for the presence of any molds, mold-like conditions or other non-wood destroying fungi (including but not limited to Stachybotrys atra) that could affect the health of any occupant. Stark's liability for inspection or reporting of the presence of such molds, mold-like conditions or non-wood destroying fungi is specifically disclaimed. Mold, mold-like conditions and fungi not affecting wood are not wood destroying organisms covered by this report or this inspection, and are therefore outside the scope of this report.

Questions regarding the presence of mold, mold-like conditions or non-wood destroying fungi in this structure should be referred to the appropriate mold professional or certified industrial hygienist chosen by the seller, lender or purchaser, as appropriate.

STARK EXTERMINATORS
www.starkexterminators.com

STK-SAS-131

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STARK EXTERMINATORS
Beyond The Call.

Stark Exterminators
107 Queen St Suite C
Georgetown, SC 29440
843-546-5898

INVOICE: 32086694
DATE: 08/07/18
ORDER: 32086694

[1532384]
Rory Isaac
24 Avenue Of Live Oaks Rd
Pawleys Island, SC 29585-5331

[1532384] 713-452-0074
Rory Isaac
24 Avenue Of Live Oaks Rd
Pawleys Island, SC 29585-5331

08/07/18	TER	NAWARD	Norris Ward

08/07/18

REI-NO GT	Real Estate Inspection Report	$95.00

SUBTOTAL	$95.00
TAX	$0.00
TOTAL	$95.00
AMT. PAID	$0.00
BALANCE	$95.00

ELECTRONICALLY FILED - 2018 Dec 19 10:52 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP220956

STATE OF SOUTH CAROLINA COUNTY OF GEORGETOWN Rory M. Isaac and Kimberly J. Isaac, Plaintiffs, vs. Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc., Defendants.	IN THE COURT OF COMMON PLEAS FOR THE FIFTEENTH JUDICIAL CIRCUIT CASE NO.: 2018-CP-22-00956 **DEFENDANT LAURA KOPCHYNSKI'S ANSWER TO PLAINTIFFS' COMPLAINT** **(JURY TRIAL DEMANDED)**

Defendant Laura Kopchynski (hereinafter "Kopchynski" or "Defendant"), hereby answer Plaintiffs' Complaint in the above-captioned civil action as follows:

1. Defendant denies each and every allegation not specifically admitted herein.

2. Defendant admits Paragraphs 1 through 3 of Plaintiff's Complaint.

3. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraph 4 of Plaintiffs' Complaint, and therefore denies the same.

4. In response to Paragraph 5 of Plaintiffs' Complaint, to the extent these allegations require a response from this Defendant, Defendant denies she concealed any material facts.

5. In response to Paragraph 6 of Plaintiffs' Complaint, this paragraph contains legal conclusions to which Kopchynski need not respond. To the extent any of the allegations in this paragraph state or imply any liability on the part of Kopchynski, Kopchynski denies the same and demands strict proof thereof.

6. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 7 through 13 of Plaintiffs' Complaint, and therefore denies the same.

7. Defendant admits Paragraphs 14 and 15 of Plaintiffs' Complaint.

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8. The allegations in Paragraph 16 refer to certain statutes and the language contained therein. Accordingly, Defendant refers the parties and the court to the subject statutes and craves strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

9. The allegations in Paragraphs 17 through 19 refer to the disclosure and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

10. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraph 20 of Plaintiffs' Complaint, and therefore denies the same.

11. The allegations in Paragraphs 21 and 22 refer to the disclosure and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

12. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 23 through 25 of Plaintiffs' Complaint, and therefore denies the same.

13. The allegations in Paragraphs 26 through 28 refer to the inspection report and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject report and crave strict reference to the same. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

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14. Paragraph 29 of Plaintiff's Complaint is denied as stated.

15. In response to Paragraph 30 of Plaintiff's Complaint, Defendant denies she had knowledge of flooding or water invasion issues, and denies the allegations set forth therein.

16. The allegations in Paragraphs 31 through 33 refer to the report and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject report and crave strict reference to the same. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

17. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraph 34 of Plaintiffs' Complaint, and therefore denies the same.

18. The allegations in Paragraph 35 refer to the report and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject report and crave strict reference to the same. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

19. Defendant denies the allegations in Paragraphs 36 and 37 of Plaintiff's Complaint.

20. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 38 through 39 of Plaintiffs' Complaint, and therefore denies the same.

21. Defendant denies Paragraph 40 as to this Defendant.

22. Defendant denies Paragraph 41 as stated.

23. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 42 and 43 of Plaintiffs' Complaint, and therefore denies the same.

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24. The allegations in Paragraphs 44 and 45 refer to the contract and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

25. The allegations in Paragraph 46 refer to the report and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

26. Defendant denies the allegations in Paragraph 47 of Plaintiff's Complaint as to this Defendant.

27. The allegations in Paragraph 48 refer to the contract and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

28. Paragraph 49 of Plaintiffs' Complaint is admitted.

29. Paragraph 50 of Plaintiffs' Complaint is denied as stated.

30. The allegations in Paragraph 51 refer to the report and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in this paragraph state

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or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

31. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 52 through 59 of Plaintiffs' Complaint, and therefore denies the same.

32. The allegations in Paragraph 60 refer to the report and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject report and crave strict reference to the same. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

33. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 61 through 65 of Plaintiffs' Complaint, and therefore denies the same.

34. In response to Paragraph 66, Kopchynski restates her responses verbatim to each and every one of the preceding Paragraphs as if fully set forth herein.

35. Defendant denies Paragraphs 67 through 75 of Plaintiffs' Complaint.

36. In response to Paragraph 76, Kopchynski restates her responses verbatim to each and every one of the preceding Paragraphs as if fully set forth herein.

37. Defendant denies Paragraphs 77 through 84 of Plaintiffs' Complaint.

38. In response to Paragraph 85, Kopchynski restates her responses verbatim to each and every one of the preceding Paragraphs as if fully set forth herein.

39. Defendant denies Paragraphs 86 through 90 of Plaintiffs' Complaint.

40. In response to Paragraph 91, Kopchynski restates her responses verbatim to each and every one of the preceding Paragraphs as if fully set forth herein.

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41. In response to Paragraphs 92 through 103, the allegations in these paragraphs are directed to defendants other than Kopchynski and, as such, require no response from Kopchynski. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Kopchynski, Kopchynski denies the same and demands strict proof thereof.

42. In response to Paragraph 104, Kopchynski restates her responses verbatim to each and every one of the preceding Paragraphs as if fully set forth herein.

43. The allegations in Paragraph 105 refer to the statute and language therein. Accordingly, Defendant refers the parties and the court to the subject statute and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

44. Paragraph 106 is admitted.

45. The allegations in Paragraph 107 refer to the Disclosure Statement and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

46. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraph 108 of Plaintiffs' Complaint, and therefore denies the same.

47. The allegations in Paragraph 109 refer to the Disclosure Statement and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

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48. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 110 and 111 of Plaintiffs' Complaint, and therefore denies the same.

49. The allegations in Paragraph 112 refer to the report and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject report and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

50. Paragraphs 113 and 114 of Plaintiffs' Complaint are denied.

51. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraphs 115 of Plaintiffs' Complaint, and therefore denies the same.

52. The allegations in Paragraph 116 refer to the statute and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

53. Defendant lacks sufficient information to form a belief as to the truth of the allegations of Paragraph 117 of Plaintiffs' Complaint, and therefore denies the same.

54. The allegations in Paragraph 118 refer to the statute and the statements within that said document. Accordingly, Defendant refers the parties and the court to the subject statements and crave strict reference to the same. To the extent any of the allegations in this paragraph state or imply any liability on the part of Defendant, Defendant denies the same and demands strict proof thereof.

55. Defendant denies Paragraphs 119 and 120 of Plaintiffs' Complaint.

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56. In response to Paragraph 121, Kopchynski restates her responses verbatim to each and every one of the preceding Paragraphs as if fully set forth herein.

57. In response to Paragraphs 122 through 132, the allegations in these paragraphs are directed to defendants other than Kopchynski and, as such, require no response from Kopchynski. To the extent any of the allegations in these paragraphs state or imply any liability on the part of Kopchynski, Kopchynski denies the same and demands strict proof thereof.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

58. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action for which relief may be granted and should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

59. This Defendant owed no duty to Plaintiffs.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

60. The damages sustained by Plaintiffs, if any, were due to and caused by and were the direct and proximate result of Plaintiffs' own negligence and/or the intervening and superseding negligence or other wrongful conduct of others, and Plaintiffs' recovery, if any, should be barred or reduced as provided by law.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

61. This Defendant would allege and show that Plaintiffs entered into a Contract to buy the subject property and this Defendant incorporates that Contract as a complete defense to Plaintiffs' claims against this Defendant.

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FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

62. Plaintiffs' claims against this Defendant are barred to the extent relief is obtainable from other avenues.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

63. Plaintiffs' claims against this Defendant are barred due to their failure to mitigate damages.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

64. Plaintiffs' claims are or may be barred by the doctrines of consent, condonation, and/or ratification.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

65. Plaintiffs' claims are or may be barred by the doctrines of waiver and/or estoppel.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

66. No act or omission of this Defendant was the cause of any damages to Plaintiffs.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

67. Pursuant to S.C. Code § 27-50-70 of the Residential Property Condition Disclosure Act, this Defendant is not liable for Plaintiffs' claims arising from the Residential Property Condition Disclosure Statement.

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FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

68. Pursuant to S.C. Code § 40-57-137, this Defendant is not obligated to discover latent defects in the property or provide advice on matters outside the scope of this Defendant's real estate expertise.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

69. Pursuant to S.C. Code § 40-57-137, this Defendant did not have reasonable cause to suspect any information provided to this Defendant was false, misleading, or incomplete.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

70. At all relevant times, this Defendant exercised the necessary degree of care and skill maintained by other real estate agents under similar conditions and in like circumstances.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

71. Plaintiffs' Complaint fails to state a claim upon which punitive damages can be awarded and/or allege facts which, if proven, would entitle Plaintiffs to an award of punitive damages.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

72. Any award of punitive damages in this action would be in violation of the rights of this Defendant under the United States Constitution and the Constitution of the State of South Carolina.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

73. Pursuant to S.C. Code Ann § 15-32-520, this Defendant demands that Plaintiffs' claim for punitive damages be bifurcated in accordance with the process mandated by statute.

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FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

74. To the extent repairs/renovations or other work has been done to the property, this Defendant has been foreclosed an opportunity to inspect and examine the alleged property conditions and therefore, Defendant pleads a complete defense of Spoliation of Evidence.

FURTHER RESPONDING TO THE COMPLAINT AND AS AN AFFIRMATIVE DEFENSE THERETO:

75. This Defendant reserve the right to raise any additional and further defenses that may be revealed by information obtained during the course of investigation and discovery as consistent with the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully answered the allegations of Plaintiffs' Complaint, this Defendant prays that the Complaint be dismissed with prejudice, for all costs of the action to be cast upon Plaintiffs, and for such other and further relief as this Court deems just and proper.

This 19th day of December, 2018.

Respectfully submitted,

EARHART OVERSTREET LLC

By: s/Steven R. Kropski
DAVID W. OVERSTREET
State Bar No.: 16965

STEVEN R. KROPSKI
State Bar No.:101441

Attorneys for Defendant Laura Kopchynski

PO Box 22528
Charleston, SC 29413
843-972-9400

91859

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Fifteenth Judicial Circuit

The Honorable Benjamin H. Culbertson,
Circuit Court Judge

RECEIVED
OCT 25 2019
SC Court of Appeals

Case No. 2018-CP-22-00956

Rory M. Isaac and Kimberly J. Isaac ..... Appellants,

v.

Laura Kopchynski ..... Respondent,

And,

Thomas C. Onions, Jacqueline Onions,
and Lane's Professional Pest Elimination, Inc, ... Other Defendants.

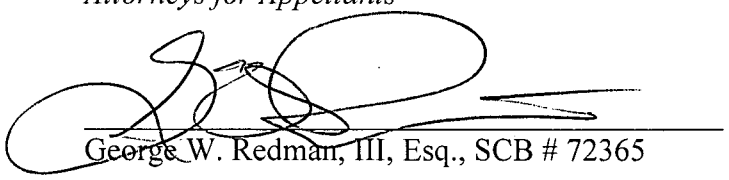
NOTICE OF APPEAL

Rory M. Isaac and Kimberly J. Isaac hereby appeal the Order of the Honorable Benjamin H. Culbertson dated September 25, 2019 denying the Appellant's Motion to Alter or Amend the Court's Orders, filed July 26, 2019 and August 12, 2019, granting Defendant Laura Kopchynski's Motion for Summary Judgment. Appellant received written notice of the entry of this Order on September 25, 2019, a copy being attached hereto as Exhibit A. The Order of August 12, 2019 is attached as Exhibit B, and the Form 4 Order of July 26, 2019 is attached as Exhibit C.

Respectfully submitted,

October 24, 2019

BELLAMY, RUTENBERG, COPELAND, EPPS, GRAVELY & BOWERS, P.A.
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Myrtle Beach, SC 29578
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Attorney for Thomas C. Onions and Jacqueline Onions

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Fifteenth Judicial Circuit

The Honorable Benjamin H. Culbertson,
Circuit Court Judge

RECEIVED
OCT 25 2019
SC Court of Appeals

Case No. 2018-CP-22-00956

Rory M. Isaac and Kimberly J. Isaac ..... Appellants,

v.

Laura Kopchynski ..... Respondent,

And,

Thomas C. Onions, Jacqueline Onions,
and Lane's Professional Pest Elimination, Inc, ... Other Defendants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Respondent Laura Kopchynski by depositing a copy of it in the United States mail, postage prepaid, on October 24, 2019, addressed to its attorneys of record, Steven R. Kropski at Earhart Overstreet, P.O. Box 22528, Charleston, South Carolina 22528.

October 24, 2019

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++ CERTIFIED ARBITRATOR

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Writer's Direct Dial: 843-916-7160
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October 24, 2019

VIA FEDERAL EXPRESS
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

RECEIVED
OCT 25 2019
SC Court of Appeals

Re: Isaac vs. Onions, Kopchynski, and Lane's
Case Number: 2018-CP-22-00956
Notice of Appeal

Dear Ms. Kitchings:

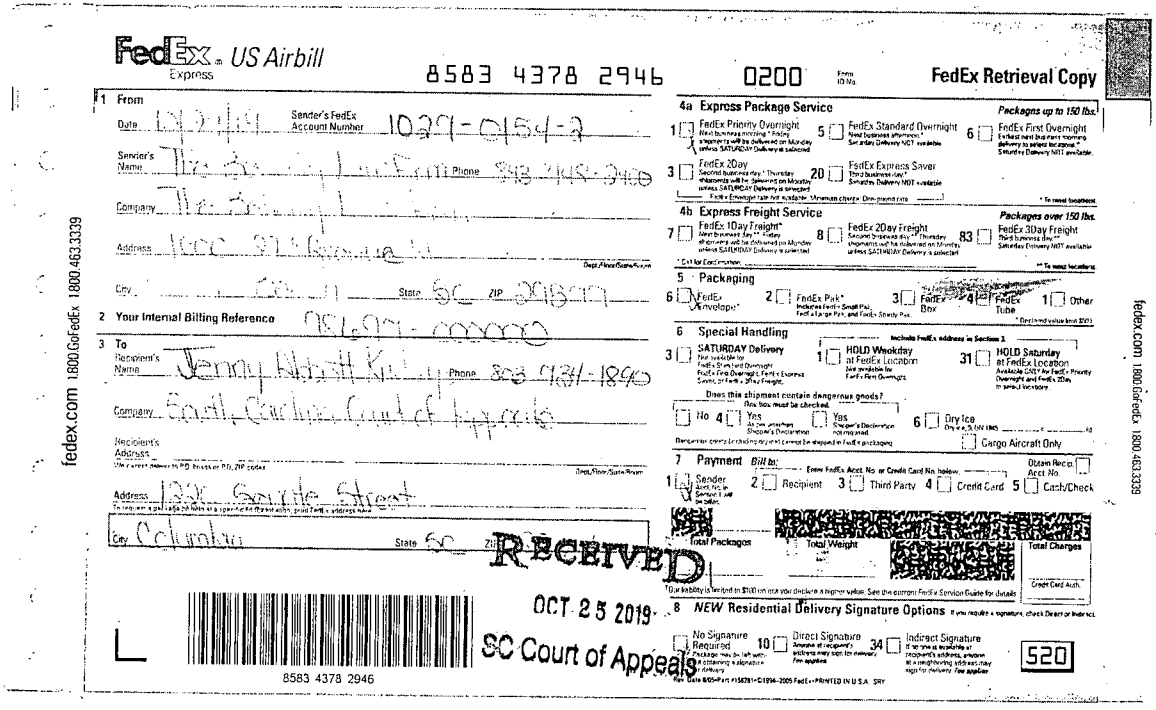
Our firm represents Rory M. Isaac and Kimberly J. Isaac, in the above-referenced matter. Please find enclosed for filing the Notice of Appeal and Proof of Service in regard to the above-referenced matter, as well as check number 78282 in the amount of $250.00 for the requisite filing fee. Please return a clocked copy of the Notice of Appeal and Proof of Service to our office in the self-addressed and stamped envelope enclosed for your convenience. Should you have any questions or require any additional information, please do not hesitate to contact our office.

With kindest regards, we are

BELLAMY, RUTENBERG, COPELAND, EPPS, GRAVELY & BOWERS, P.A.

George W. Redman, III

GWR:kel
Enclosures, as noted
cc: Client
Harry A. Oxner
Steven M. Kozick/Trent Kernodle
Steven R. Kropski



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2 Your Internal Billing Reference 081991-00000

3 To

Recipient's Name Jenny Kirkpatrick Phone 803 734-1890

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Recipient's Address

Address 1220 Sandle Street

City Columbia State SC ZIP

4a Express Package Service — Packages up to 150 lbs.

1 FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected

5 FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available

6 FedEx First Overnight — Earliest next business morning delivery to select locations.* Saturday Delivery NOT available.

3 FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected

20 FedEx Express Saver — Third business day.* Saturday Delivery NOT available

FedEx Envelope rate not available. Minimum charge. One-pound rate

* To most locations.

4b Express Freight Service — Packages over 150 lbs.

7 FedEx 1Day Freight* — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected

8 FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected

83 FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available

* Call for Confirmation.

** To most locations.

5 Packaging

6 FedEx Envelope* 2 FedEx Pak* — Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak 3 FedEx Box 4 FedEx Tube 1 Other

* Declared value limit $501

6 Special Handling — Includes FedEx address in Section 3

3 SATURDAY Delivery — Not available for FedEx Ground Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.

1 HOLD Weekday at FedEx Location — Not available for FedEx First Overnight.

31 HOLD Saturday at FedEx Location — Available ONLY for FedEx Priority Overnight and FedEx 2Day, to select locations.

Does this shipment contain dangerous goods? One box must be checked.

No 4 Yes — As per attached Shipper's Declaration

Yes — Shipper's Declaration not required

6 Dry Ice — Dry ice, 9, UN 1845 — x kg

Cargo Aircraft Only

7 Payment Bill to: — Enter FedEx Acct. No. or Credit Card No. below.

1 Sender — Acct. No. in Section 1 will be billed.

2 Recipient 3 Third Party 4 Credit Card 5 Cash/Check

Obtain Recip. Acct. No.

Total Packages Total Weight Total Charges

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8 NEW Residential Delivery Signature Options — If you require a signature, check Direct or Indirect.

No Signature Required — Package may be left without obtaining a signature for delivery.

10 Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.

34 Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2200956

Rory M Isaac et al
PLAINTIFF(S)

Thomas C Onions et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

Plaintiffs' Motion to Alter and Amend this Court's order dated 8/9/2019 and filed 8/12/2019 granting summary judgment in favor of the defendant Laura Kopchynski is DENIED.

(This motion is decided on briefs without oral arguments.)

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/25/2019.

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OCT 25 2019
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Georgetown Common Pleas

Case Caption: Rory M Isaac , plaintiff, et al VS Thomas C Onions , defendant, et al

Case Number: 2018CP2200956

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2019-09-25 09:02:04 page 3 of 3

ELECTRONICALLY FILED - 2019 Aug 12 8:18 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP220956

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CASE NO.: 2018-CP-22-00956
	)	
Rory M. Isaac and Kimberly J. Isaac,	)	
	)	
Plaintiffs,	)	**ORDER GRANTING MOTION FOR SUMMARY JUDGMENT**
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

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OCT 25 2019
SC Court of Appeals

This matter comes before the Court on Defendant Laura Kopchynski's Motion for Summary Judgment. The Court heard oral arguments from counsel for the Parties on July 26, 2019. After careful consideration of the Parties' submissions and the arguments of counsel, the Court grants the motion for the reasons stated below.

Background

This action arises out of the purchase and sale of real property located at 24 Avenue of Live Oaks in Pawley's Island, South Carolina (the "Property") by the Plaintiffs, Rory and Kim Isaac (the "Isaacs") from Defendants Thomas and Jacqueline Onions (the "Onions"). The movant, Laura Kopchynski acted as the Onions' realtor with respect to the transaction.

On or about April 23, 2018, the Onions, through Kopchynski, listed the Onions' house for sale. Shortly thereafter, the Property went under contract with prospective buyers Randy and Suzanne Cole (the "Coles"). The Coles engaged a home inspector who provided a report dated May 10, 2018, a summary of which was provided to the Onions and Kopchynski.

Amongst other issues identified by the inspector, the May 10, 2018 inspection report noted "dampness in the crawlspace," "missing vapor barrier," and "wet debris on top of vapor barrier,"

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and "damp ground" in multiple spots. The Coles then requested that the issues identified on the inspection report summary be addressed.

Following the Coles' request for repairs, the Onions requested that Stark Exterminators inspect the crawlspace to assess the dampness identified on the inspection report summary. On May 16, 2018, Stark Exterminators provided a graph of the crawlspace and a "crawl space moisture management system" proposal. The graph identified moisture levels in certain parts of the crawlspace between 22-25%. The "crawl space moisture management system" proposed to install a dehumidifier and cover the crawlspace vents for $4,595 and $200 to renew the service annually.

The Onions testified that they requested a second opinion from a contractor who had previously done work at their property, Emery Custer. The Onions then hired Custer who added vapor barrier where it was missing, installed a fan in the crawlspace to lower moisture levels, and performed other repairs identified on the Coles' inspection report summary.

On or about June 18, 2018, the Coles hired Lanes Professional Pest Elimination, Inc. ("Lanes") to perform a South Carolina Wood Infestation Report, commonly referred to as a CL-100. The same day, however, the contract between the Coles and the Onions was terminated based upon the appraisal contingency in the contract. According to the record, on June 20, 2018 the Onions paid for the June 18, 2018 CL-100 report in order to receive the report, although the contract with the Coles had terminated. The June 18, 2018 CL-100 identified moisture levels in the crawlspace ranging from 20-25%.

Following termination of the contract with the Coles, Kopchynski reached out to the Isaacs' realtor, Ed Kimbrough, to identify that the the Property was available. Via email dated June 19, 2018, Kopchynski advised Kimbrough the "CL-100 was done yesterday and from what I understand it was good, but I can obtain the report if/when necessary as the seller's paid for it." In

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addition, Kimbrough was provided an updated Property Condition Disclosure Statement which identified the repairs performed by Custer along with the Coles' inspection report summary.

In deposition testimony, when asked whether he wanted the June 18, 2018 CL-100 referenced by Kopchynski in her June 18, 2018 email, and, Mr. Kimbrough testified "No.". When asked why he did not want the June 18, 2018 CL-100, Kimbrough testified:

> A. I mean, well, because it is our responsibility to do it. It was going to be on our terms, not on their terms or anybody else's terms. I thought when she said "good," I thought, perfect. We're not going to have an issue with that. We will order our own CL-100 and we'll verify the information that we need to see regarding repairs. So, no, I mean, and it was –it was not even relevant from a date period. CL-100 reports are only good for 30 days. We would have had to have another one done prior to closing anyway. So, my thought is let's do it ourselves, and we'll verify what we're looking for.
>
> Q. Right.
>
> A. And there was no mention as to who performed that CL-100.
>
> Q. Okay.
>
> A. It could have been any fly by night company. I have no idea.
>
> Q. Okay. Just wasn't something that you were—you were not interested in getting it; you were doing your own CL-100.
>
> A. That's correct.

On June 20, 2018, the Isaacs made an offer to purchase the Property. The Isaacs did not hire their own home inspector; however, they did hire Lanes to perform their own CL-100 inspection. Lanes performed a CL-100 inspection for the Isaacs on July 11, 2018. The July 11, 2018 Cl-100 identified moisture levels ranging from 8 to 18%.

On July 23, 2018, the Isaacs closed on the purchase of the Property. Soon thereafter, the Isaacs allege that they experienced extensive standing water on the Property including water in the

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crawlspace. The Isaacs allege that they have had to spend a significant amount of money to address flooding on the property and moisture issues in the crawlspace.

On November 16, 2018 the Isaacs commenced suit against the Onions, Kopchynski and Lanes. With respect to the motion at bar, the Isaacs asserted causes of action against Kopchynski for fraud, negligent misrepresentation, civil conspiracy, and violation of the South Carolina Residential Property Condition Disclosure Act.

The Isaacs allege that Ms. Kopchynski concealed material information concerning the property by failing to provide a copy of the Stark Exterminators' graph and the June 18, 2018 Cl-100. The Isaacs allege that had they received the Stark Exterminators' graph and June 18, 2018 CL-100, they would have been made aware of elevated moisture levels in the crawlspace and may not have purchased the Property.

Kopchynski argues that the Isaacs had their own CL-100 performed prior to closing on which they relied and did not rely on any statements by her. Kopchynski avers that the statutes governing real estate licensees expressly state that a licensee cannot be liable for an alleged inaccurate CL-100, to the extent the Isaacs allege their July 11, 2018 CL-100 was inaccurate.

Furthermore, Kopchynski argues that contrary to the Isaacs' allegation that prior inspections of the crawlspace showing elevated moisture levels were concealed, she did disclose the June 18, 2018 CL-100 and offered a copy of the report to the Isaac's realtor if he wanted the report. The Isaacs' realtor testified that he did not want the report, as the Isaacs were having their own CL-100 completed. Kopchynski argues that these actions comply with the statutes governing real estate licensees, and as a matter of law she cannot be liable for alleged flooding at the property.

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Legal Standard

"Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." Rule 56, SCRCP; *South Carolina Prop. & Cas. Guar. Ass'n. v. Yensen,* 345 S.C. 512, 528, 518, 548 S.E.2d 880, 883 (Ct.App.2001). "When ruling on a motion for summary judgment, the trial judge must consider all of the documents and evidence within the record, including the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits." *Anthony v. Padmar, Inc.,* 307 S.C. 503, 415 S.E.2d 828 (Ct. App. 1992); *Gilmore v. Ivey,* 290 S.C. 53, 348 S.E.2d 180 (Ct. App. 1986). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Bradley v. Doe*, 374 S.C. 622, 626, 649 S.E.2d 153 (Ct. App. 2007).

Analysis

The Isaacs' fraud, negligent misrepresentation, and violation of the Property Condition Disclosure Act claims each rely on the central allegation that a material fact about the property, i.e., the prior reporting of elevated moisture levels by Stark Exterminators and the June 18, 2018 CI-100 was concealed by Kopchynski and relied upon by the Isaacs.

To establish fraud, a plaintiff must prove the following elements by clear, cogent, and convincing evidence: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Moseley v. All Things Possible, Inc.*, 388 S.C. 31, 35-36, 694 S.E.2d 43, 45 (Ct. App. 2010).

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Similarly, to establish negligent misrepresentation, "the plaintiff must allege and prove the following essential elements...: (1) the defendant made a false representation to the plaintiff; (2) the defendant had a pecuniary interest in making the statement; (3) the defendant owed a duty of care to see that he communicated truthful information to the plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff suffered a pecuniary loss as the proximate result of his reliance upon the representation." *AMA Mgmt. Corp. v. Strasburger*, 309 S.C. 213, 222, 420 S.E.2d 868, 874 (Ct. App. 1992)(emphasis added)

Finally, S.C. Code §§27-50-50(C), 27-50-70(B) and 27-50-80, discusses the responsibility and liability of a real estate licensee under the South Carolina Residential Property Disclosure Act. These sections reference and reaffirm the obligations of real estate licensees under the statute governing real estate licensees, S.C. Code §40-57-350. More particularly, these statutes provide that an agent cannot be liable for the statement of an owner, even allegedly false statements, if the licensee does not have actual or constructive knowledge of the alleged falsity of the statements.

The Isaacs argue that due to the May 10, 2018 Stark Exterminators' report identifying elevated moisture levels, Kopchynski had knowledge of a material adverse fact about the Property that she concealed from the Isaacs. The Isaacs allege this constitutes an issue of fact for the jury as to whether a violation of the South Carolina Residential Property Disclosure Act occurred.

Likewise, the Isaacs argue this creates an issue of fact as to their claims of fraud and negligent misrepresentation as the Isaacs allege that they relied on the alleged statements contained in the Property Condition Disclosure Statement, which allegedly were inaccurate in light of the Stark Exterminators report. The Court disagrees.

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As an initial matter, it is undisputed that Kopchynski disclosed the June 18, 2018 CL-100 report to the Isaacs' realtor, and offered to obtain the report for the Isaacs. At oral arguments, the Court asked Plaintiffs' counsel if it was undisputed that the Isaacs' realtor testified under oath that the June 18, 2018 CL-100 report was of no interest to them as the Isaacs were having their own CL-100 performed. Plaintiffs' counsel candidly affirmed that this fact is undisputed.

Therefore, according to the Isaacs' realtor's testimony, the Isaacs ordered their own CL-100 inspection on which they relied. This inspection was completed on July 11, 2018, and the report showed that there were no excessive moisture levels in the crawlspace. In reliance on this report, the Isaacs closed on the Property. Accordingly, the Isaacs cannot satisfy the elements of Fraud or Negligent Misrepresentation as they relied upon their own CL-100.

Furthermore, S.C. Code §40-57-350(G) states that "[n]o cause of action may be brought against a real estate brokerage firm or licensee by a party for information contained in reports or opinions prepared by an engineer, land surveyor, geologist, wood destroying organism control expert, termite inspector, mortgage broker, home inspector, or other home inspection expert, or similar reports."

To the extent that the Isaacs allege the July 11, 2018 CL-100 showing acceptable moisture readings was inaccurate, a plain reading of the statute bars a cause of action against Kopchynski for the information contained in the allegedly inaccurate July 11, 2018 CL-100 report. *Bryant v. State,* 384 S.C. 525, 529, 683 S.E.2d 280, 282 (2009)("The primary rule of statutory construction is to ascertain and give effect to the intent of the legislature."); *Gay v. Ariail,* 381 S.C. 341, 345, 673 S.E.2d 418, 420 (2009) ("where the statute's language is plain, unambiguous, and conveys a clear, definite meaning, the rules of statutory interpretation are not needed and the court has no right to impose another meaning.").

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Based upon these facts and the statutory authority applicable to real estate licensees, the Court finds that there are no disputed issues of material fact as to the Issacs' claims against Kopchynski for Fraud, Negligent Misrepresentation and violation of the South Carolina Residential Property Disclosure Act, and summary judgment should be entered for Kopchynski on these claims.

In addition to the above claims regarding alleged concealment of a material adverse fact, the Isaacs also allege a civil conspiracy between all of the Defendants to cover-up alleged moisture issues. "A civil conspiracy is a combination of two or more persons joining for the purpose of injuring and causing special damage to the plaintiff." *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886 (2006).

Kopchynski argues that there is no evidence in the record supporting the elements of civil conspiracy. Kopchynski also cites deposition testimony from Lanes' inspector stating that he does not know Kopchynski and has not talked to her.

In response, Plaintiffs do not identify any evidence showing collaboration between the Defendants to conceal an alleged adverse property condition. Likewise, Plaintiffs identify no evidence showing coordination amongst the Defendants to allegedly provide inaccurate moisture readings in the July 11, 2018 CL-100 report.

Therefore, the Court finds summary judgment should be entered for Kopchynski on Plaintiffs' civil conspiracy cause of action. *Bradley,* 374 S.C. at 626, 649 S.E.2d 153 ("Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.").

For the reasons identified herein, the Court finds that Defendant Kopchynski is entitled to summary judgment as a matter of law. Accordingly, Defendant Kopchynski's motion for summary judgment is hereby GRANTED.

[ELECTRONIC SIGNATURE OF JUDGE TO FOLLOW]

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Georgetown Common Pleas

Case Caption: Rory M Isaac , plaintiff, et al VS Thomas C Onions , defendant, et al

Case Number: 2018CP2200956

Type: Order/Summary Judgment

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2019-08-09 16:23:27 page 10 of 10

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2200956

Rory M Isaac et al
PLAINTIFF(S)

Thomas C Onions et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Motion for Summary Judgment by Attorney Oxner is Denied.

Motion for Summary Judgment by Attorney Kropski is Granted.
Attorney Kropski to prepare the Order.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/26/2019 .

RECEIVED
OCT 25 2019
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Georgetown Common Pleas

Case Caption: Rory M Isaac , plaintiff, et al VS Thomas C Onions , defendant, et al

Case Number: 2018CP2200956

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas
Fifteenth Judicial Circuit

The Honorable Benjamin H. Culbertson,
Circuit Court Judge

Case No. 2018-CP-22-00956

Rory M. Isaac and Kimberly J. Isaac ..... Appellants,

v.

Laura Kopchynski ..... Respondent,

And,

Thomas C. Onions, Jacqueline Onions,
and Lane's Professional Pest Elimination, Inc, ... Other Defendants.

CORRECTED NOTICE OF APPEAL

Rory M. Isaac and Kimberly J. Isaac hereby appeal the Order of the Honorable Benjamin H. Culbertson dated September 25, 2019 denying the Appellant's Motion to Alter or Amend the Court's Orders, filed July 26, 2019 and August 12, 2019, granting Defendant Laura Kopchynski's Motion for Summary Judgment. Appellant received written notice of the entry of this Order on September 25, 2019, a copy being attached hereto as Exhibit A. The Order of August 12, 2019 is attached as Exhibit B, and the Form 4 Order of July 26, 2019 is attached as Exhibit C.

Respectfully submitted,

October 25, 2019

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STATE OF SOUTH CAROLINA **TRANSCRIPT OF RECORD**

COUNTY OF GEORGETOWN CASE NO: 2018-CP-22-00956

B E F O R E: The Honorable Benjamin Culbertson
July 26, 2019

RORY M. ISAAC, et. al.,

Plaintiffs,



vs.

THOMAS C. ONIONS, et. al.,

Defendants.

APPEARANCES:

Holly Lusk, Esq.
Attorney for the Plaintiffs.

Steven Kropski, Esq.
Attorneys for Defendant Laura Kopchynski

Harry Oxner, Esq.
Attorneys for Defendant Onions

Natalie Dahl, RPR
Court Reporter:

P-R-O-C-E-E-D-I-N-G-S

THE COURT: Isaac versus Onions. According to my roster, it is before the Court on a -- two motions for summary judgment. Give the court reporter your name and who you represent.

MR. OXNER: Harry Oxner, personal attorney for the Onions.

MR. KROPSKI: Steve Kropski, we represent Laura Kopchynski.

MS. LUSK: Holly Lusk on behalf of the plaintiffs.

THE COURT: The first one on my roster filed June 28, 2019, Mr. Oxner, your motion for summary judgment.

MR. OXNER: Yes, sir, Your Honor. May I approach?

THE COURT: Yes.

MR. OXNER: We're here about a housing contract dispute in moisture readings. The bullet point facts is that the Onions' house was put for sale on April 23, 2018. The Onions went under contract with prospective buyers, the Coles. The Coles are not involved in this lawsuit; this is a previous contract. They had an inspection performed. The inspection noted potential moisture issues in the crawlspace,

missing vapor barriers and dampness. The Onions requested Stark Exterminators to access the crawlspace to assess moisture issues. The salesman provided a graph indicating elevated moisture levels in the crawlspace on May 16, 2019. The Onions testified that they felt Stark was giving them a sales pitch rather than a corrective action to address the moisture issues, and they wanted to fully encapsulate the bottom of the house, which is still being argued whether that is the best thing to do, or whether you are trapping moisture under the house.

They then requested Mr. Custer to come in and assess the crawlspace. Mr. Custer informed about some repairs, including adding a vapor barrier and installation of a fan in the crawlspace. The Coles terminated the contract after the financing contingency could not be satisfied. Thereafter, Ms. Kopchynski communicated with the Isaacs' agent that the previous contract fell through, and that would be a Kimbro (phonetic), Your Honor. She provided the Isaacs' agent with a prior inspection report that showed all of the problems underneath the house, verification that the repairs were performed by Custer, and also advised Mr. Kimbro that there was a previous CL-100 if he wanted to see it. Mr. Kimbro

never wanted that. He said that the contract would not be performed within 30 days, and as Your Honor knows, the CL-100 is only good for 100 days -- 30 days, excuse me, I said a hundred days.

The disclosure form was updated and attached. That inspection report that we talked about earlier, that was in the Coles' contract showing the issues. The Isaacs came in on June 20th, 2018 and looked at the house and decided that they would put it under contract. They did not request a home inspection. They did request an appraisal. They did ask for their own CL-100, which they got. They went out and hired Lane's, the defendant here, to perform a CL-100, which came back clean, and they closed.

As I stated, some of this will be redundant. Prior to closing, the Isaacs received the inspection report and proof that the required work had been done, and they admitted that they knew what was in the report before they signed the contract to purchase the home. That is in the depositions that is attached to the brief, Your Honor. They further admitted that they were aware of the obligations during the due-diligence period and received the disclosure, the inspection report, proof of repairs, a clean CL-100 that they, themselves, procured prior to closing.

They also admitted that they knew there were problems identified in the crawlspace under the home based on the disclosure and the inspection report.

The morning of the closing, we had -- we've had lately one of these events where it rained over ten days, and both the realtor and Ms. Isaac were present and walked the property. At the time, they saw the side yard was wet, and the Isaacs still closed on the property. Despite having knowledge of prior identified moisture issues, the Isaacs did not obtain their own home inspection. The Isaacs admitted they have no knowledge of any wrongdoing on the Onions' part in regard to the second CL-100 that they obtained from Lane's, and it passed. That is also in the depositions, Your Honor.

The Isaacs are being sued for multiple counts, one is fraud and one is negligent misrepresentation. Both of those are very close together. On the fraud issue, they have attached the report. They have identified to the potential buyer that there is a moisture issue, and they think that they corrected it. They never went underneath the house. They relied on the contractor. But the Isaacs never got their own inspection done, and they should have gotten their own inspection done. So there is no way that they can

make a case for fraud. There is no evidence, whatsoever, that they had any reason to believe that the repairs had been ineffective or that there had been any additional moisture problems under the home. Neither of them had ever been under the home themselves, had no way of knowing what conditions were before or after the repairs were done. Without some evidence that the Onions concealed knowledge that contradicted their understanding of the assessment of the repairs, as a matter of law, the Isaacs failed to establish the necessary element of reliance on a falsity for their claims of fraud; that is McLauren versus Williams, 379 S.C. 451.

In the context of real estate transactions, the law places the duty to investigate latent defects and adequacy of the repairs squarely on the purchasers. That is the Chastain case, 381 S.C. 508. The Onions believed the moisture issues had been resolved, and proof positive was that the new CL-100 that the Isaacs purchased and tested came out clean. So if the Isaacs relied on that CL-100, why can't the Onions rely on it?

In regards to negligent misrepresentation, the key difference between fraud and negligent misrepresentation is that fraud requires the

conveyance of a known falsity, while negligent misrepresentation is predicated upon transmission of a negligent made false statement. Again, neither the Onions -- the Onions made no false representations to the plaintiffs. They provided actual notice of the moisture problems in an effort to repair them. The Onions were either careless or reckless -- or not careless or reckless in providing detailed information to the Isaacs, and the Isaacs themselves admitted they relied on the clean CL-100 that they procured from Lane's 12 days before closing.

The next item the Onions is being sued for is a civil conspiracy. There is no evidence that the Onions got up with the real estate agent or got up with Lane's and decided that they were going to somehow come together and perpetrate some fraud. There is no evidence of that. The Isaacs themselves also admitted they have no knowledge of any wrongdoing on the Onions' part in regard to the second CL-100 that the Isaacs retained from Lane's; that is in the depositions and the brief.

The last one is a breach of contract, Your Honor, and a violation of the Residential Property Condition Disclosure Act. That form, in and of itself, says, If owner attaches a report, owner shall not be liable for

inaccurate or incomplete information on the report, unless the owner was grossly negligent in obtaining and transmitting the information. The code says that such a plaintiff must prove the seller knew the defect and knowingly failed to disclose it. They can't do that. The report is there. They have known about it before they even contracted on the house. They knew a fan was put under there. They knew there were efforts to fix it. They should have gotten their own home inspection to inquire as to whether or not all of that was done satisfactory to themselves. The disclosure form also states that the buyer should still do reasonable inspections. The contract itself states in Section 16, titled "South Carolina Residential Property Condition Disclosure Statement," that the buyer understands that a CDS does not replace inspections; so it is in the contract.

The real estate contract clearly -- this is a uniform regular endorsed realtor contract, not a special contract, Your Honor. It clearly provides the Isaacs have the right to inspect the property. So we believe that any violation of the Residential Property Condition Disclosure Act must fail as a matter of law.

Lastly, it is our position that South Carolina has long recognized the doctrine of merger in a real

estate context, and that also in the contract -- the contract states in Section 11, titled "Wood Infestation Report," that the obligations of the seller under this section terminate after closing. Once a party has closed on the sale of the house, a deed is a contract and their prior contract for sale has been fully completed leaving no breach of contract to be heard. That is our case, Your Honor.

THE COURT: All right. Mr. Kropski, any argument one way or the other with regard to Mr. Oxner's motion?

MR. KROPSKI: We support Mr. Oxner's motion.

THE COURT: Ms. Lusk, I'll hear from you.

MS. LUSK: Good morning, Your Honor. I need to preserve a couple of technical arguments just for the record. Defendants Thomas and Jacqueline Onion's motion for summary judgment doesn't specify any grounds, whatsoever, for the motion. Today is the first time I received any kind of memorandum in support. As Your Honor knows, that is a violation of the supreme court's order regarding civil motions pilot program, so I wanted to preserve that for the record.

Additionally, I'm filling in for Mr. Redman, who is the main attorney on this case, but he has put in

our memorandum -- that was filed this morning -- that there is still ongoing discovery in this case. So for those reasons, the motion is also premature. I don't know all the ins and outs of what is still outstanding and still to be done, but I want to adopt what he put into the memorandum as to that.

Your Honor, contrary to what defense counsel argued, there are numerous disputed issues of facts in this case, all which must be decided by a jury. Defendants are seeking to have the Court excuse them from liability for intentionally and fraudulently making misrepresentations on the disclosure form, not disclosing significant flooding, drainage and moisture issues with the property they sold. Not only failing to disclose these, but actually checking boxes "no" on the disclosure form to indicate there was never a problem in these areas.

South Carolina law with regard to real estate transactions was created to regulate the real estate industry and protect the public's interest, and that includes the buyer. These statutes are not meant to protect just the seller or realtor. They are meant to protect everybody, the general public. The Onions lived in this property for about four-and-a-half years, since 2014. They were in the best position to

know the ins and outs of their property. We filed an affidavit of Brad Carmody (phonetic) on Wednesday that indicates that the flooding was so much of an issue that the Onions had taken it upon themselves, without any apparent forms of permits or permissions from the Litchfield Planning Community, to cut out asphalt in the road and divert the flow of water because the flooding was so bad into their yard. So that affidavit goes into the flooding and how the neighbors were affected by that.

Despite this history of flooding, not only did they not disclose that history, they fraudulently indicated on their disclosure statement that there are no issues with moisture or fungi problems in the foundation, no installation of non-engineering irrigation system, no problems caused by water on the property, no flood hazards or drainage problems affecting the property, amongst other things.

If I may approach, Your Honor, I created a simple timeline with exhibits so I don't have to hand up multiple documents.

THE COURT: All right.

MS. LUSK: If you flip to Tab 4 in the binder, that is the South Carolina Residential Property Disclosure Statement. On the very first page, it

states: Owners should answer the questions fully, honestly and appropriately by attaching documents, checking a box for each check-box question and writing in the blanks on this disclosure statement. If a question is answered "yes" or asks for a description, the owner must explain or describe the issue or attach a descriptive report from the engineer, contractor, et cetera. If the owner fails to check "yes" or make a disclosure, and the owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may own the purchaser actual damages, et cetera. If a question is answered "no" for any reason, the owner is stating that the owner has no actual knowledge of any problem. If a question is answered and subsequently new information is obtained, or something changes to render the owner's answer incorrect, inaccurate or misleading, the owner must promptly correct the disclosure.

As you go through the form, you will see that on Page 7 -- or Page 2, No. 7, the Onions actually failed to check anything with regard to foundation, so that is already a violation of the form there, failing to answer, period. Then on Items 12 and 14, discussing the mechanical systems, they've checked "no," there are none. Built in systems and fixtures, irrigation:

None that are known. They did not disclose -- they put "none" for any known present wood problems.

On Section 4(a), Section 15 and 16, they checked "no" as to violations of zoning laws, restrictive covenants, codes, easements. We have affidavits stating that when they did take to remedy some of these moisture issues in the crawlspace, they were violations of code. They've checked "no" for problems caused by water to the property under 19. Checked "no" for flood hazards on the property, No. 20. Checked "no" for drainage, soil stability, underground problems affecting the property on 21.

South Carolina Law, SC Code 27-50-65, requires a seller to be truthful on this disclosure form, which is likely why the disclosure form says that. It imposes liability if a seller is not truthful. South Carolina Code 40-57-350 goes into more of the real estate -- realtor arguments that I'll address for Mr. Kropski's motion. There is overwhelming evidence that the Onions made false representations on the disclosure form and failed to inform the Isaacs of the flooding and moisture damage.

The easiest way to kind of go through and highlight these disputed facts is to take you through the timeline, and I'll try to be as succinct as I can

because I know we have been through a little bit of it, but I need to correct some things that were stated. So the general timeline is that the Onions purchased the property in 2014. Around December 2016 is when they did the work installing pumps to correct the flooding issues. That, according to the affidavit filed on Wednesday by Brad Carmody, which is in this book right here, Tab 14 -- 15, I'm sorry -- discusses that those issues were prevalent and well-known to the neighbors.

In April of 2018, the Onions engaged Ms. Kopchynski to sell the property. The Onions completed the property disclosure form at that time when they were attempting to complete a sale with the Coles, who were the previous potential buyers. The Coles obtained the CHI inspection report, and on May 10, 2018, Tab 1, that does list out a number of issues, some minor, some less minor. It goes into -- Section 7.6 and talks about how there is dampness and moisture issues in the crawlspace. It says: Recommend further inspection and any needed corrections by a crawlspace specialty company.

During the process of that potential sale, or in response to this report that they got, the Onions worked with their realtor who recommended Stark

Exterminators because she knew of Stark as a crawlspace specialist. Andy Ward of Stark Exterminators comes out on May 16, six days after this report is issued. He inspects it, provides a copy of his graph, which is Tab 2. The graph notes moisture, high elevated levels of moisture, so much so that he recommends doing a moisture treatment plan, which Mr. Oxner just said a few moments ago. His affidavit, filed on Wednesday, which is Tab 14, discusses that he conducted this inspection with both Ms. Kopchynski and Ms. Onions on the property. After he finished his inspection, he came inside and handed both of them a copy of the graph and talked to them and explained what he found and explained the moisture. Their deposition testimony says that he told them, oh, if you did a CL-100 today, this thing would pass. His affidavit expressly states that he would never say that based on the moisture levels that were found there. So that, in and of itself, is a disputed fact.

Ultimately, the Onions don't choose to go with Stark Exterminators' proposal; instead, they hire Emory Custer, who was kind of the general handyman in Litchfield Plantation. There is testimony in the record that Mr. Custer was kind of this drone, that he would come out and do whatever Mr. Onions told him

needed to be done.

About a month later, same date that the Coles' contract falls through, the Onions hire Lane's to come out and do a CL-100 report. This is after Mr. Custer has been out on the property and done his own repairs to the crawlspace. Lane's comes out, does the report -- this is Tab 3 of the binder -- and also reports: Wood moisture content range from 20 to 25 percent, which our expert, who also has filed an affidavit, tabbed in this note. It says it is still a high moisture content. It notes evidence of wood destroying fungi. So they get another bad report at this point in time, still know that their mediation efforts have not worked.

The same day their contract with the Coles falls through, the very next day the realtor emails my client's realtor and says the property has become available again, essentially. That is in the side panel of your notebook here, her e-mail to him. Something important to note is in the third paragraph. She's attached the rules and regs for the community, and she's saying I do have a home inspection report summary on hand, as well as a repair verification form prepared by the contractor who made the repairs. We had a home inspection, fixed everything in it. We

have these things if you want to see them. A CL-100 -- meaning the Lane's one that was completed the day before -- was done yesterday, and from what I understand -- and this is what Mr. Oxner left out -- she states, From what I understand, it was good. It was not good. She finds this out the next day or couple days later. She testified to that in her deposition, that she received a copy and reviewed it. The report was not good. She never discloses this fact to the Isaacs.

On the day following this e-mail, she sends the inspection report and two versions -- one around noon and one about three hours later -- of what is called a Repair Verification Summary. It is on what appears to be Emory Custer's -- their contractor -- letterhead. This is Tab 5 and 6. The first version is Tab 5, the revised version is Tab 6. If you flip to Tab 6, you will see that they inserted the words "Repair Verification Form."

It also states that Mr. Custer is a licensed general contractor. Our expert has looked up his licensing number and found that is not true. This page goes on to state all of these repairs were made addressing all of the issues that were in the report, the home inspection report, that was provided to my

clients. This is also signed by the Onions and dated 5/25/2018.

So at this point, my clients have received a home inspection report, and it does note some issues, but then they also have been provided a disclosure statement that says no issues, and this Repair Verification Form that says we fixed all of these things that were issues. Even though the Isaacs have received a Stark report that says there is issues, and they have -- after filling this out -- received another CL-100 report from Lane's that says you still have moisture issues. So there is direct evidence just on the repair verification form alone that there were fraudulent representations occurring here.

Later, on the same day, they entered into a contract to purchase the home. Our clients send back the signed acknowledged disclosure form with all of those misrepresentations. The following day there is supposed to be a walk-through. Under Tab 8, you can see text messages between the realtor, Ms. Kopchynski and Jacqueline Onions where two of them are discussing that my clients are coming to do a walk-through, but they still have Mr. Custer out there on the property moving some fans around the crawlspace and they don't want my clients to see that he's there. Let's hide

that fact, is essentially what it says. Don't call him and have him come over until my clients have left.

My clients doing their due diligence, despite already having the home inspection report and the verification page that says the repairs have been done, they go out and do want to obtain their own CL-100 to see if the moisture in the crawlspace to confirm that was addressed and handled.

There is deposition testimony that the real estate agent had a conversation with our agent saying we really kind of prefer you didn't use Stark and Andy Ward because it just might be awkward. It is very vague testimony. So rather than use the person that was already out there, unknowingly to us that it was a bad report, they don't go with them. Still unknowing that Lane's came out and gave a bad report, they go with Lane's and get a CL-100. Lane's comes out in July and gives us a good CL-100 report; so good, in fact, that our expert testified that there is no way with the moisture issues that are going on in the crawlspace that it could have read moisture readings at the low level that that report states. So there is also a question of fact as to whether Lane's was coordinating with the realtor and with the Onions to provide a fraudulent report.

Our clients, doing all of this, relying on the home inspection report, verification page, which we later found out was fraudulent, relying on their own inspection that they did, but we didn't know that they were in cahoots with the Lane's people, they close on the house. A couple days go by and a rain event happens and flooding everywhere.

Something I wanted to point out to you also is that Mr. Oxner stated on the day of the closing there was some kind of rain event and the ground was wet. Something he omitted is that the Onions had sprinklers running, and our clients were just led to believe it is wet in the yard because they have irrigation on. Well, why would they have irrigation on when they just had a big rain event?

So, Your Honor, I believe there is numerous disputed issues of fact here. It is all appropriate for a jury to decide whether we reasonably relied upon their representations, things that only they could have known. After, you know, they've given us these false reports, we get a report of our own and it turns out to say that everything is okay.

So for those reasons, I believe that the Onions' motion for summary judgment should be denied.

THE COURT: Anything in reply?

MR. OXNER: Yes, Your Honor. Just to clear up a couple of facts, Your Honor. The report from Stark, May 16, Mr. Custer went out there and fixed the things underneath the house on May 25, so the assertion that Stark was after the fact, and that somehow my client hid that, is just not true. They sent someone out there to remedy the problems underneath the house that were revealed in the Cornerstone inspection report from the Coles' closing that they supplied the buyer, and when they fixed it -- or thought they fixed it -- then they tendered that information, but it was after Stark. They just didn't go with Stark because they didn't believe that they fully needed to encapsulate under the house. As I said before, that is a major dispute in the industry, whether or not that is a smart thing.

Secondly, the texts on the day of closing, if you look at her timeline table of contents, those texts are on June 21, right after he fixed it -- or thought he fixed it. So those texts are -- and he is still going back and forth on that. So July is not correct, the day of the closing.

Furthermore, in the disclosure statement, she quoted all of these things about intentional negligent misrepresentation. Again, if you attach -- an owner

attaches a report, owner shall not be liable for inaccurate or incomplete information in the report. It is in the disclosure.

As far as, you know, the pumps, they disclosed that all pumps in the house, everything else in the house are operating. There is not one piece of evidence offered that the pumps weren't working. He stated that all of these pumps were working, and that was a true statement, so that is not a false statement.

THE COURT: All right. The sole authority I have to go by is whether or not there is a dispute as to material fact. I think there is a dispute as to material facts, and I'm denying the motion.

All right. Mr. Kropski, I'll hear you.

MR. KROPSKI: Thank you. I'll try to be a little brief since you have already heard the factual background. Ms. Kopchynski was the listing agent for the Onions. She works for RE/MAX in Pawley's Island. Ms. Kopchynski listed the property in April. In May, the previous buyers put in a contract. The inspection report came back and said, hey, there is some stuff including moisture issues. You heard these facts. Ms. Kopchynski -- the e-mail that is attached to plaintiffs' tabs in the binder -- told the agent for

the Isaacs, Mr. Kimbro, here is the home inspection report. There is a CL-100 done, if you want it, we can get it. Mr. Kimbro testified that was irrelevant to him, we were going to have our own CL-100 done. He didn't want it. There was no active concealment. So when we are looking at a real estate agent's liability, did you do something to actively conceal a known material defect? That is not the case here. There is an inspection report that says there is issues. There is a form that says we have this guy, Mr. Custer, that put a fan under the house to deal with moisture issues. It is up to the Isaacs, at that point, to hire someone to go under there and say is this legitimate, is this enough, is this going to take care of whatever issues there are. The Isaacs had their own CL-100 done on, I believe -- I can tell you the exact date.....

(A brief pause in the proceedings.)

MR. KROPSKI: On July 11, 2018, and closed July 23, 2018. What the plaintiffs have shown is that prior to -- in May and June, there may have been elevated moisture levels, and also it showed that in July cf 2018, prior to closing, there were not elevated moisture levels. The difference under the house is that Mr. Custer put the fan under there.

The statutes governing real estate agents, there are four relative to this, and it is really a standard of care statute. The first one says -- Code Section 27-50-80: Real estate licensee, whether acting as listing agent or selling agent, has no duty to inspect the on-site or off-site conditions of the property or any improvements.

Section 40-57-350(g)(1) states: A licensee shall treat all parties honestly and may not knowingly give them false or misleading information about the condition of the property which is known to the licensee. It says: A licensee is not obligated to discover latent defects and advise the parties on matters outside the scope of the licensee real estate expertise. Advising as to whether a remedy or repair is sufficient to remedy a issue or is accepted within the engineering standards would not be something that is within the real estate licensee's expertise. It says: Not withstanding another provision of law, no cause of action may be brought against a licensee who has truthfully disclosed to a buyer a known material defect. That is what happened here. There was a known defect on the inspection report. That inspection report was provided. There was a repair procedure that was used to try to remedy that issue,

and that was provided to the Isaacs. They made the decision we're not going to have anyone else inspect this property. When a buyer comes in, you get a home inspection. If you get one, it is possible that the home inspection would have said there is still moisture there. They had a CL-100. The point of a CL-100 is to look at moisture readings to say, Is there an issue underneath here in the crawlspace? It came back clear.

That brings me to the third statute. Code Section 40-57-350(g)(2) states that no cause of action may be brought against a real estate brokerage firm or licensee by a party for information contained in reports or opinions prepared by an engineer, land surveyor, geologist, wood destroying organism control expert, termite inspector, mortgage broker or home inspector or other expert for similar reports.

What happens here is that the CL-100 comes back clear, and the plaintiffs are trying to hold Ms. Kopchynski liable for what they allege was an improperly performed CL-100 in July. The statute says that is not a valid cause of action.

Finally, SC Code 40-57-350(h) states that nothing in this chapter lends the obligation of the buyer to inspect the physical condition of the property. The

issue here is that Ms. Kopchynski was an agent. She doesn't have any superior knowledge to the other agent. She provides everything she's got concerning this. She has a home inspection report, she's got the repair procedure. It is an undisputed fact that she had no knowledge of chronic flooding. There is no truth that there was chronic flooding, but in any event, the plaintiff concedes that they have no knowledge that Ms. Kopchynski saw water going into the crawlspace or flowing there.

The point is that Ms. Kopchynski provided the buyers everything that a real estate agent is supposed to do to give the buyers the opportunity to see if they want to buy the property. The Isaacs viewed the property, they went under contract and chose not to have any further inspections aside from the CL-100. That CL-100 came back and says the moisture levels are below 18 percent. Ms. Kopchynski doesn't have any superior knowledge that this might be wrong. She doesn't know how to do a CL-100, and the pest control company that did the CL-100 -- Ms. Kopchynski cannot be vicariously liable for something that might have been untrue. I don't know that it was. CL-100s are a snapshot in time. There was a fan underneath the house, and that was disclosed to the Isaacs. So it

was incumbent upon them -- if they knew there was a fan in the house to deal with elevated moisture readings, it was incumbent on them to find someone to say is this a proper remedy. They knew about it. There is no fact that is material to this property that was not disclosed to the Isaacs prior to them closing, and under the four statutes that I cited, Your Honor, summary judgment should be granted for Ms. Kopchynski.

THE COURT: Mr. Oxner.

MR. OXNER: Nothing.

THE COURT: Ms. Lusk.

MS. LUSK: Your Honor, Counsel keeps reiterating that there is nothing disputed about what was provided, that she provided everything she was supposed to. No, she didn't. They had Andy Ward come out back in May and he told her directly -- and Ms. Onions -- about the moisture issues at the property. That has never been disclosed until this case, so that was never disclosed in the process of the home buying.

Also, she made a representation that the Lane's report was a good result. She received a copy of that report several days later and testified that she reviewed it, knew that it wasn't good and never

corrected her statement to Mr. Kimbro or to the buyers, my clients. So there are omissions and things that she did not correct that she would have had a duty to correct.

THE COURT: Excuse me for interrupting. I thought you quoted a statute that says she could not be held liable for relying on someone else's report?

MR. KROPSKI: Your Honor, yeah, that is 40-57-350(g)(2).

THE COURT: Hold for a second.

(A brief pause in the proceedings.)

THE COURT: What did you say it was?

MS. LUSK: I have a physical copy.

THE COURT: I have it here now. No cause of action may be brought against a real estate brokerage firm or a licensee by a party -- information contained in reports or opinions prepared by an engineer, land surveyor, geologist, wood destroying organism control expert, termite inspector, mortgage broker, home inspector or other home inspection expert or other similar reports.

So even though he issued a clear CL-100 letter, according to the statute, you can't hold the real estate agent liable for that faulty report.

MS. LUSK: Yes, Your Honor, I understand that,

and that is not the argument here. The argument is her duty is to disclose what she has. She failed to disclose it.

THE COURT: I thought you said earlier she was going to give you the report that said there is water damage. They said we don't want it, we want our own home inspection.

MS. LUSK: That is not correct. What she said was we just got another report done, I believe it is good, period. That was it. That is what she said. She received the report, knew that it --

THE COURT: Which report?

MS. LUSK: The Lane's report on June 18th, which is another disputed fact from what we said earlier. It wasn't just relying on something in May. There was a June 18th bad report that was never disclosed.

THE COURT: Who obtained it?

MS. LUSK: The Onions obtained that.

THE COURT: So they got a report in May, got another one in June?

MS. LUSK: Two days before my clients entered into the contract with them. The realtor represented that that report had been done, and that it was good. She received a copy after sending that e-mail, and

never corrected that statement, never disclosed the report.

THE COURT: So the June report said that it was not good?

MS. LUSK: Exactly.

THE COURT: All right. Go ahead then.

MS. LUSK: Going back also to the realtor's duty is that she can be -- she's not held liable for the contents of the report, but if she knows that a statement made on that disclosure form is false or misleading, then she has a duty to disclose that knowledge. All of those checked boxes of no history of flooding, even if assuming that something had been fixed, there was a history. She knew there had been bad reports, that they checked "no" on that form and failed to disclose any of that and provide either the Stark inspection or the Lane's report.

THE COURT: All right. Thank you. Anything in reply?

MR. KROPSKI: Your Honor, to correct the record as far as this June CL-100, the e-mail is dated June 19th. I believe that is a day after this CL-100 was performed, and Ms. Kopchynski says -- and I'm reading directly from the e-mail -- CL-100 was done yesterday, and from what I understand, it was

good. I can obtain the report if sellers pay for it. I asked Mr. Kimbro about that -- and I apologize to make this any longer, but I want to read verbatim his testimony.

(A brief pause in the proceedings.)

MR. KROPSKI: It says: Do you recall -- pardon me.

(A brief pause in the proceedings.)

MR. KROPSKI: I have it attached to our memorandum. I apologize, I'm having trouble finding it. The testimony that Mr. Kimbro had was: Did you want the CL-100 report? No, I didn't. Put the e-mail in front of him. Why didn't you want it? It didn't matter to me, we were getting our own CL-100. That is what happened in July. They had their own CL-100 performed. When we are looking at disclosures to potential buyers, you need to give them material information, but when we're talking about the statutes -- and there is a case of Chastain versus Hilton cited in our memorandum, we're discussing what facts are material. The Isaacs know about anything that is happening underneath the house. They know that they need to get a CL-100, and they do. The point being, Ms. Kopchynski did not conceal. The issue with real estate agents is are you concealing

something. There is no concealment when you offer a CL-100, that if they took it, it would have had these elevated moisture levels. But I don't think it is a surprise, because there is a fan under the house.

THE COURT: Excuse me. Let me go back to Ms. Lusk right quick. Is that, in fact, an undisputed fact, that she said we have another report, I think it is good, do you want it, and Mr. Kimbro said, no, we'll get our own report; is that disputed?

MS. LUSK: I believe that that is the testimony in the record, but --

THE COURT: Is that a disputed fact, or does the plaintiff acknowledge that their agent said we don't want your CL-100 letter, we'll get our own report, we're not going -- in effect, we're not going to rely on your CL-100, we're getting our own done?

MS. LUSK: I can't dispute that that is what he testified to.

THE COURT: So you are not disputing that fact?

MS. LUSK: No, but that doesn't waive their statutory duty to disclose.

THE COURT: Well, I mean, if she's saying we have a report, do you want it, and he says, no, I don't want it, we're getting our own done, then you are more or less absolving her from having to disclose, saying

we're going to get our own report.

MS. LUSK: Except, Your Honor, there are disputed facts as to whether Ms. Kopchynski played a role in steering my clients to using Lane's to get a report rather than Stark Exterminators, Andy Ward, who previously had been to the house, unknowing to them, but there are disputed facts whether she steered Mr. Kimbro into using the company we used to get that CL-100.

THE COURT: What did she do?

MS. LUSK: There were conversations between, I believe, Ms. Kopchynski and Mr. Kimbro about we really shouldn't use Mr. Stark -- Mr. Ward from Stark Exterminators because it would be awkward for the Onions, and so there is disputes there.

THE COURT: All right. Go ahead.

MR. KROPSKI: Your Honor, again, I apologize, I'm trying to find -- Mr. Kimbro testified that he had no recollection of a conversation between Kopchynski and him regarding Stark. And he testified that he chose Lane's because his company uses Lane's all the time and are reputable. He wasn't aware that Lane's had been out there for a prior CL-100. And that, again, I believe is undisputed testimony.

But the point being -- and Mr. Oxner assisted me,

and I appreciate it -- on Page 16 of Mr. Kimbro's deposition testimony, and it is attached in Exhibit G to our memorandum, the question is: Okay, just wasn't something you were not -- you were interested in getting, you were doing your own CL-100? And this is when we were staring at the e-mail submitted with the memorandums. He said, That's correct.

So he didn't want to get a CL-100 from us. We offered it. I don't think that that is a material fact when there is a subsequent report, CL-100 report, that says they are lower. That is the report that the Isaacs are relying on. They are not relying on a disclosure from June, which is more than 30 days before the closing occurs.

Your Honor, there is no disputed issues of fact concerning what happened here, what was disclosed. The statute does not say that Ms. Kopchynski has to provide everything that has ever been performed at the house, anyone who has ever been to the house. What she has to provide it material information. She provided the information. She said here is an inspection report, here is the repairs that were done to address the inspection report, we had a CL-100 yesterday, you can have it if you want it. The realtor said, no, we don't want it. Those are the

only facts that are on Ms. Kopchynski, and the statute clearly says that once that CL-100 performed in July occurred, she can't be liable for them relying on a CL-100 that came back and said it was good. That is undisputed facts, Your Honor. There is no disputed material facts.

MS. LUSK: Could I say one more thing in reply, briefly?

THE COURT: No, ma'am. They argued, you argued, they get a reply, that is it.

I'll grant the motion for summary judgment. The biggest thing in your case is the statute that specifies what a real estate agent's obligations are, and that she -- as I read the statute, she did what she was supposed to do. You cannot hold her liable for any faulty report or anything of that nature. Her job as a real estate agent is to get the report, make the disclosure. If they are inaccurate, it is not the realtor's fault.

If you can prepare an order to that effect citing the statutes that we went over, and put in there that there is no dispute as to a material fact as to what she provided. She had a CL-100 letter, said do you want it, they said, no, we're getting our own, and that the one that they obtained showed that -- there

is a dispute as to the Lane's report, but that is the one that they got. They didn't want the one that the realtor was presenting. Thank you.

(The proceedings concluded.)

CERTIFICATE OF REPORTER

State of South Carolina)
County of Horry)

I, Natalie Dahl, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate Transcript of Record of the requested portions of the trial and the evidence introduced in the hearing of the above-captioned case, relative to appeal, in the Court of Common Pleas for Georgetown County, South Carolina, on the 26th day of July, 2019.

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

August 23, 2019

Natalie Dahl, RPR

Natalie Dahl, RPR
Court Reporter

ELECTRONICALLY FILED - 2019 Jun 28 2:17 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP220956

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CIVIL ACTION NO.: 2018-CP-22-00956
Rory M. Isaac and Kimberly J. Isaac,	)	
	)	DEFENDANTS THOMAS C. ONIONS
Plaintiff,	)	AND JACQUELINE ONIONS'S MOTION
	)	FOR SUMMARY JUDGMENT
v.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	
	)	

TO: RORY M. ISAAC AND KIMBERLY J. ISAAC, PLAINTIFFS, AND GEORGE W. REDMAN, III, ESQUIRE, ATTORNEY FOR PLAINTIFFS

PLEASE TAKE NOTICE that the Defendants Thomas C. Onions and Jacqueline Onions, by and through their undersigned attorney, hereby move this Honorable Court pursuant to Rule 56, SCRCP, before the Presiding Judge for the Court of Common Pleas, Fifteenth Judicial Circuit, for an Order granting summary judgment against the Plaintiffs in favor of Defendants Thomas C. Onions and Jacqueline Onions.

There is no genuine issue of material fact, and Defendants Thomas C. Onions and Jacqueline Onions are entitled to summary judgment as a matter of law as to their liability in this action. This motion is further supported by the pleadings, depositions, answers to interrogatories, requests for production, admissions, affidavits, and such memorandum of law and other documents as may be served and filed hereafter.

ELECTRONICALLY FILED - 2019 Jun 28 2:17 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP220956

s/Harry A. Oxner

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Georgetown, South Carolina
June 28, 2019

ELECTRONICALLY FILED - 2019 Jul 08 4:31 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP220956

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CASE NO.: 2018-CP-22-00956
	)	
Rory M. Isaac and Kimberly J. Isaac,	)	
	)	
Plaintiffs,	)	**LAURA KOPCHYNSKI'S NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

TO: GEORGE W. REDMAN, III, ATTORNEY FOR PLAINTIFF

PLEASE TAKE NOTICE that Defendant Laura Kopchynski, by and through her undersigned attorneys, will move before the Presiding Circuit Court Judge for Georgetown County, South Carolina, for an Order granting summary judgment in favor of Defendant pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

Defendant moves for summary judgment on grounds that there are no genuine issues of material fact and Defendant is entitled to judgment as a matter of law on all of the causes of action asserted by Plaintiffs. Defendant's Motion is based upon the following:

- Defendant owes no duty to inspect the onsite or offsite conditions of the property and any improvements. S.C. Code 27-50-80.
- "A real estate licensee does not have a duty to inspect or investigate the physical condition of a piece of property for the purpose of confirming or denying statements made by a seller in a disclosure statement. Rather, the Legislature places the duty of performing such an inspection or investigation squarely on the shoulders of the buyer." *Chastain v. Hiltabidle*, 381 S.C. 508, 673 S.E.2d 826 (Ct. App. 2009).

- Plaintiff had actual and constructive knowledge of the alleged defects complained of prior to closing.

This Motion is brought pursuant to Rule 56, SCRCP and is supported by applicable statutory law and case law, the pleadings and discovery in this case, and any and all affidavits, memoranda and supporting material as may be filed with the Court prior to the hearing of this Motion or presented during oral arguments of the same.

This 8th day of July, 2019.

Respectfully submitted,

EARHART OVERSTREET LLC

By: *s/* Steven R. Kropski
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State Bar No.: 16965

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CASE NO.: 2018-CP-22-00956
	)	
Rory M. Isaac and Kimberly J. Isaac,	)	
	)	
Plaintiffs,	)	**LAURA KOPCHYNSKI'S MEMORANDUM**
	)	**IN SUPPORT OF MOTION FOR SUMMARY**
vs.	)	**JUDGMENT**
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

Preliminary Statement and Background

This action arises out of the purchase of a home in Litchfield Plantation by the Plaintiffs, Rory and Kim Isaac (the "Isaacs"). Laura Kopchynski acted as the sellers', Thomas and Jacqueline Onions (the "Onions"), realtor with respect to the subject transaction. The facts relevant to this motion are undisputed:

- Kopchynski listed the Onions' house for sale on or about April 23, 2018.
- The Onions went under contract with prospective buyers (the "Coles"), who had an inspection performed. The inspection noted potential moisture issues in the crawlspace, including missing vapor barrier and dampness. ("Exhibit A").
- The Onions requested Stark Exterminators assess the crawlspace to assess moisture issues. A Stark Salesperson provided a graph indicating elevated moisture levels in the crawlspace after viewing the crawlspace on May 16, 2019. (Exhibit B).
- The Onions testified that they requested a second opinion from a contractor they hired for previous work at the property, Emery Custer, to assess the crawlspace. (Exhibit C, J. Onions Dep. 28:18-34:25).
- The Onions hired Custer to perform repairs, including adding vapor barrier and installation of a fan in the crawlspace. (Exhibit D).
- The Coles terminated the contract after the financing contingency could not be satisfied. (Exhibit E).

- Thereafter, Kopchynski communicated with the Isaacs' agent indicating that the previous contract fell through. She provided the Isaacs' agent with the prior inspection report and verification of repairs performed by Custer. Kopchynski also advised the Isaacs' agent that a CL-100 was performed for the Coles, and that she could obtain that report if the Isaacs wanted it. (Exhibit F). The Isaacs' realtor testified that they were not interested in the prior CL-100 since they were having their own CL-100 performed. (Exhibit G, Kimbrough Dep. 15:18—16:25)

- The PCDS was updated to attach the inspection report and verification of repairs. (Exhibit H).

- Within hours of viewing the subject property, the Isaacs made an offer to purchase the property on June 20, 2018, which was accepted by the Onions the same day. The offer contained only one contingency—that a beam underneath the house was structurally sound. The offer did not contain any other inspection contingencies. (Exhibit I).

- The Isaacs did not have a home inspection performed or any other inspection of the property performed, with the exception of a CL-100 inspection performed on July 11, 2018. The CL-100 noted acceptable moisture readings. (Exhibit J).

- The sale closed on July 23, 2018. After closing, the Isaacs allege they experienced standing water on their yard and in their crawlspace.

The Isaacs' claim against Kopchynski relies on their allegation that Kopchynski concealed allegedly material information by not providing the Stark Exterminators May 16, 2018 inspection graph to the Isaacs. This despite Kopchynski's disclosure of the Coles' inspection report noting crawlspace moisture, and disclosure of the corrective action by Emery Custer to address crawlspace moisture issues. These disclosures put the Isaac's on notice that moisture issues may be present, and it was their obligation to ensure that the actions taken by the Onions to address the moisture levels had been effective.

Nonetheless, the Isaacs had no inspections performed at the property other then a wood destroying organism inspection of their own--which noted no elevated moisture levels in the crawlspace.

Under South Carolina statutory law and appellate authority, the facts of this case cannot satisfy a claim to hold a realtor liable for alleged latent defects at a property. Four separate statutes expressly reject the exact cause of action brought by the Isaacs.

S.C. Code Section 27-50-80 states that "the real estate licensee, whether acting as a listing agent or selling agent [the buyer's agent], has no duty to inspect the onsite or offsite conditions of the property and any improvements." (emphasis added). Likewise, S.C. Code Section 40-57-350(G)(1) expressly states that: "[a] licensee shall treat all parties honestly and may not *knowingly* give them false or misleading information about the condition of the property which is known to the licensee. A licensee is not obligated to discover latent defects or to advise parties on matters outside the scope of the licensee's real estate expertise. Notwithstanding another provision of law, no cause of action may be brought against a licensee who has truthfully disclosed to a buyer a known material defect." (emphasis added). *See also*, *Chastain v. Hiltabidle*, 381 S.C. 508, 673 S.E.2d 826 (Ct. App. 2009)(a real estate licensee has no duty to inspect or investigate the physical condition of a piece of property, thus precluding a negligence action.).

Moreover, S.C. Code §40-57-350(G)(2) states that "[n]o cause of action may be brought against a real estate brokerage firm or licensee by a party for information contained in reports or opinions prepared by an engineer, land surveyor, geologist, wood destroying organism control expert, termite inspector, mortgage broker, home inspector, or other home inspection expert, or similar reports."

Finally, S.C. Code §40-57-350(H) states "nothing in this chapter limits the obligation of the buyer to inspect the physical condition of the property.

Here, it is undisputed that (1) Kopchynski shared a prior inspection report summary with the Isaacs that identified moisture issues in the crawlspace; (2) the Isaacs ignored their obligation

to perform their own home inspection of the property; (3) that Kopchynski cannot be held liable for what the Isaacs allege to be a negligently performed CL-100 prior to closing; and (4) that Kopchynski did not knowingly provide misleading information to the Isaacs.

As a matter of law, Kopchynski cannot be held liable for alleged flooding in the crawlspace of the property of which she had no knowledge. Likewise, Kopchynski cannot be held liable for an alleged negligent CL-100 inspection that showed no moisture issues. Accordingly, Summary Judgment should be granted.

Legal Standard

"Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." Rule 56, SCRCP; *South Carolina Prop. & Cas. Guar. Ass'n. v. Yensen,* 345 S.C. 512, 528, 518, 548 S.E.2d 880, 883 (Ct.App.2001). "When ruling on a motion for summary judgment, the trial judge must consider all of the documents and evidence within the record, including the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits." *Anthony v. Padmar, Inc.,* 307 S.C. 503, 415 S.E.2d 828 (Ct. App. 1992); *Gilmore v. Ivey*, 290 S.C. 53, 348 S.E.2d 180 (Ct. App. 1986). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Bradley v. Doe*, 374 S.C. 622, 626, 649 S.E.2d 153 (Ct. App. 2007). "Factual statements of the attorneys, whether made during argument or in written briefs or memoranda, ordinarily may not be considered by the court in determining whether a genuine issue of material fact exists." *Gilmore,* 290 S.C. 53, 348 S.E.2d 180.

Moreover, "the rule authorizing summary judgment would serve no useful purpose if frivolous proofs were held to create a triable issue. The question on a motion for summary

judgment is whether there is anything of substance to be tried. Therefore, it is incumbent upon the court to search the proof as proffered by affidavits or otherwise, to ascertain whether it discloses a real issue, rather than a formal, perfunctory, or shadowy one. The fact that there is a factual dispute is not enough to preclude a summary judgment. The issue must be one which the defendant is entitled to litigate." *Saluda Motor Lines, Inc. v. Crouch*, 300 S.C. 43, 46, 386 S.E.2d 290 (Ct. App. 1989) quoting 73 Am. Jur. (2d) Summary Judgment §27 (emphasis added).

Argument

A. A listing agent cannot be liable for the buyers' failure to inspect disclosed potential conditions at a property

To establish negligence, a plaintiff must show: (1) the defendant owed a duty of care to the plaintiff; (2) the defendant breached the duty by a negligent act or omission; (3) the defendant's breach was the actual and proximate cause of the plaintiff's injury; and (4) the plaintiff suffered an injury or damages. *Steinke v. SC Dep't of Labor, Licensing and Regulation*, 336 S.C. 373, 387, 520 S.E.2d 142, 149 (1999). "An essential element in a cause of action for negligence is the existence of a legal duty owed by the defendant to the plaintiff." *Huggins v. Citibank, NA.*, 355 S.C. 329, 332, 585 S.E.2d 275, 276 (2003). In the absence of a duty, there can be no negligence. *Id.* at 332, 585 S.E.2d at 277.

In *Chastain v. Hiltabidle*, 381 S.C. 508, 673 S.E.2d 826 (Ct. App. 2009), the Court of Appeals, interpreting S.C. Code §§ 27-50-80, 40-57-350(G)(1), and 40-57-350(H), affirmed the trial court's decision to grant summary judgment in favor of a defendant realtor, holding that a realtor does not have a legal duty to investigate latent defects in property or advise his client on matters outside the scope of his expertise. "Rather, the Legislature places the duty of performing such an inspection or investigation squarely on the shoulders of the buyer." *Id*. at 519, 673 S.E.2d at 832 (emphasis added); see also S.C. Code § 27-50-80.

Here, the Isaacs seek to do exactly what the Court of Appeals rejected. It was not the duty of the sellers' agent, but rather the duty of the Isaacs to inspect the conditions of the property—particularly when a report showing potential moisture issues has been disclosed.

The Isaacs admit that they have no knowledge that Kopchynski was ever aware of water flowing into the crawlspace. (Exhibit K, R. Isaac. Dep. 56:13-16). Similarly, there is no evidence in the record to suggest Kopchynski was aware a fan underneath the property would not adequately address any moisture issues that may have existed. To the contrary, the CL-100 report showing acceptable moisture readings that was performed twelve (12) days before closing suggests that the fan did, in fact, reduce the moisture in the crawlspace.

Kopchynski, as a realtor, is not a contractor or an engineer, and it is not within her expertise to advise on the workmanship or sufficiency of Custer's installation of a fan in the crawlspace. It was not Kopchynski's duty to determine whether a contractor's corrective action (i.e. placing a fan in the crawlspace to lower moisture content) was suitable for the subject property. Rather, the law placed the duty to investigate whether the subject fan was a proper remedy for any crawlspace moisture issues squarely on the Isaacs. *Chastain*, at 519, 673 S.E.2d at 832. The Isaacs simply neglected their duty to do so.

B. Kopchynski cannot be liable for fraud

To establish fraud, a plaintiff must prove the following elements by clear, cogent, and convincing evidence: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Moseley v. All Things Possible, Inc.*, 388 S.C. 31, 35-36, 694 S.E.2d 43, 45 (Ct. App. 2010). "Failure to prove any

element of fraud is fatal to the action." *Robertson v. First Union Nat'l Bank*, 350 S.C. 339, 348, 565 S.E.2d 309, 314 (Ct. App. 2002).

Here, Plaintiffs allege that the failure to provide the May 16, 2018 Stark inspection graph constitutes fraud. However, Plaintiffs concede that it was their own CL-100 report, dated July 11, 2018 on which they relied. (R. Isaac Dep. 65:23-68:4). The CL-100 report showed no evidence of moisture issues in the crawlspace. (Exhibit J). Kopchynski cannot be liable for fraud where the Plaintiffs did not rely on a false statement provided by her.

Moreover, S.C. Code §40-57-350(G)(2) expressly states that Kopchynski cannot be held liable for alleged inaccurate information in their CL-100 report. §40-57-350(G)(2) states, "[n]o cause of action may be brought against a real estate brokerage firm or licensee by a party for information contained in reports or opinions prepared by an engineer, land surveyor, geologist, wood destroying organism control expert, termite inspector, mortgage broker, home inspector, or other home inspection expert, or similar reports."

Similarly, Plaintiffs cannot sustain a fraud claim against Kopchynski for alleged inaccurate information contained on the sellers' Property Condition Disclosure Statement. It is undisputed that, after the Coles' inspection, the PCDS was updated to attach the inspection report noting evidence of moisture in the crawlspace. (Exhibit H). To the extent that Plaintiffs allege that the PCDS was initially inaccurate when provided to the previous buyers, it is indisputable that the Isaacs were put on notice of potential moisture in the crawlspace and were put on notice that a fan which was installed in the crawlspace to address moisture levels. (Id.).

Finally, to the extent Plaintiffs suggest that pumps used to pump water away from the driveway and a bed in the yard (not the crawlspace) of the property was improper, this allegation

cannot sustain a claim for concealment. Kopchynski was never aware of any pumps installed at the property prior to closing, a fact which is undisputed. (Exhibit L, Kopchynski Dep.).

C. Plaintiffs' Civil Conspiracy claim fails as a matter of law

"A civil conspiracy is a combination of two or more persons joining for the purpose of injuring and causing special damage to the plaintiff." *McMillan v. Oconee Mem'l Hosp., Inc.,* 367 S.C. 559, 564, 626 S.E.2d 884, 886 (2006). It is essential that the plaintiff prove all of these elements in order to recover. *Pye v. Estate of Fox,* 369 S.C. 555, 567, 633 S.E.2d 505, 511 (2006). The "essential consideration" in civil conspiracy "is not whether lawful or unlawful acts or means are employed to further the conspiracy, but whether the primary purpose or object of the combination is to injure the plaintiff." *Lee v. Chesterfield General Hosp., Inc.,*289 S.C. 6, 13, 344 S.E.2d 379, 383 (Ct.App.1986).

Here, there is simply no evidence of any combination between the Defendants to join for the purpose of causing special damages to the Plaintiffs. Indeed, co-Defendant Lanes Professional Pest Elimination, Inc.'s technician testified he does not know Ms. Kopchynski. (Exhibit M, Sheheen Dep.).

Moreover, the evidence shows that there is no factual dispute that no conditions were intentionally concealed from Plaintiffs. Evidence of moisture in the crawlspace was disclosed to Plaintiffs via the disclosure of the inspection report from the Coles, and likewise the use of a fan in the crawlspace to address moisture levels was disclosed to Plaintiffs as an attachment to the PCDS. (Exhibit G). Plaintiffs have proffered no evidence showing any type of coordination to conceal any property condition by the Defendants, and thus, they cannot satisfy the elements of a claim for civil conspiracy.

Conclusion

For the reasons stated herein, Plaintiffs claims against Kopchynski fail as a matter of law. Accordingly, summary judgment should be granted in favor of Kopchynski.

This 24th day of July, 2019.

Respectfully submitted,

EARHART OVERSTREET LLC

By: s/ Steven R. Kropski____
DAVID W. OVERSTREET
State Bar No.: 16965

STEVEN R. KROPSKI
State Bar No.: 101441

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EXHIBIT A

REALTOR® EQUAL HOUSING OPPORTUNITY

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

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Randy Craig Cole
Suzanne B. Cole ("Buyer"), and
Seller(s), Thomas C Onions
Jacqueline Onions ("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. Barnett and Wright. Mathew Wirght,
(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 initially cause this primary 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: $635,000.00 Six Hundred Thirty-Five Thousand

Payable by transfer of Good Funds via ☐ Finance or ☒ a combination of Finance and Cash USD or ☐ Cash USD.
Verification of Cash available for Closing is ☐ attached ☐ not attached ☐ to be Delivered before _____ .
This Contract ☒is ☐is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐is ☒is not not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey 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 in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 24 Avenue of Live Oaks Unit # _____
City Pawleys Island State of South Carolina
Zip 29585 County of Georgetown
Lot _____ Block _____ Section/Phase _____ Subdivision Litchfield Plantation
Other _____ Tax Map 040184A0010100
Parties agree that no personal property will transfer as part of this sale, except described below and/or ☒ in attachment(s):
All kitchen appliances, washer/dryer, window coverings. Seller
argees to leave botanical paintings in place at no cost

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before June 29, 2018 ("Closing Date") with an automatic extension of 10 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 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): Randy Craig Cole
Suzanne B. Cole

[ ] BUYER [SBC] BUYER [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

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Plaintiffs 000471

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. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, 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 $ 4,000.00 **(USD) Earnest Money is paid as follows:** $_____ accompanies this offer and $ 4,000.00 will be paid within 3 Business Days after Effective Date and Earnest Money is in the form of [x] 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 Barnett & Wright as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, 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 (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT $ 100.00 SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION 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.

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.

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 [x] Seller's or [ ] Buyer's transaction costs._____

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

7. FINANCE: Buyer's obligation under this Contract [x] is [ ] is not contingent upon obtaining financing of a [x] 30 year or [ ] 15 year or [ ] other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 80.000 % and maximum 90.000 % 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 Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within 5 Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final

loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within 10 Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). 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.
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 part of this Contract.

The Due Diligence Addendum (e.g. SCR311) can create advantages for Buyer and Seller by creating a known limited time frame for a Buyer to make a decision to buy or not buy or buy with new terms (e.g. seller agreed repairs, price). Per the Due Diligence Addendum, the Seller can receive money when the Buyer timely/properly terminates for any or no reason under the Due Diligence Addendum. The Due Diligence Addendum covers a broad range of issues, not just repairs/price. The Due Diligence Addendum allows the Buyer to consider on-site and off-site issues.

If the Parties agree to a Due Diligence Addendum then during the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and Brokers all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/proper Due Diligence terminate or buy. **Delivering a Repair Request does not extend the Due Diligence Period.**

(A) All Repair Procedure Inspections shall be completed no later than 7 Business Days after the Contract's original primary Effective Date unless all the Parties agree in writing to extend. 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. 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.

(B) No later than 3 Business Days after the date of the Delivered Notice of the Repair Requests, Seller shall Deliver Notice agreeing or not agreeing to make repairs in 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 ("Seller Paid Repairs"). **If the Seller contractually agrees to make all the requested Seller Paid Repairs, the Parties agree to proceed under the amended Contract**. The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not timely respond per above or does not agree to make all the Seller Paid Repairs, the Buyer shall within **2 Business Days** choose any one of the following options (1) accept the Property in its present condition, (2) negotiate a new/amended Contract with the Seller for the payment of these repairs/price or (3) terminate this Contract by Delivered Notice. **IF BUYER FAILS TO ACCEPT, RENEGOTIATE A NEW/AMENDED CONTRACT WITH SELLER, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 BUSINESS DAYS: 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 otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.** The obligations of the Seller for repairs terminate upon Closing.

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") 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 Utilities to remain connected ☐ **see attached.**

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 inspection 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 inspection 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. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☐ 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 ☐ not 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. ☐ Buyer ☐ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 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 wood 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 a CL100 wood 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. 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, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. 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, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) 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, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient 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 (e.g. delivering a corrected CDS to the Buyer/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 have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ 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). Buyers have sole responsibility to inspect Property Issues for all their needs.

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 (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: 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, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina 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 and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT/BREACH OF CONTRACT:
(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 Seller found in default/breach of Contract.
(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 attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
(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: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

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 South Carolina 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 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 and/or non-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 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 Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 311, 503, 504, 315, 320, 393, 370, 375, 513, 610): _____

_____

_____

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, 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. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, 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 12:00 ☐ AM ☒ PM on May 3, 2018 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: _____ **Date:** 05/02/2018 19:37:36 **Time:** _____
Randy Craig Cole

BUYER: Suzanne B Cole **Date:** 05/02/2018 19:39:27 **Time:** _____
Suzanne B Cole

_____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

_____

_____

SELLER: 05/03/2018 12:47 AM GMT **Date:** _____ **Time:** _____
Thomas C Onions

SELLER: 05/03/2018 12:51 AM GMT **Date:** _____ **Time:** _____
Jacqueline Onions

_____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

_____

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TRANSACTIONAL INFORMATION ONLY (Attach SCR390 if space needed for contractual agreement terms):

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Barnett & Wright

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Law Firm

ESCROW AGENT CONTACT INFO: 1304 Azalea Ct Myrtle Beach SC 29577

LICENSEE: Todd Palmer SC LICENSE # 95685 EXPIRES 06/30/2018

BROKER IN CHARGE: Al Heath SC LICENSE # 13269 EXPIRES 06/30/2019

BROKERAGE COMPANY NAME: South Atlantic Group DBA UREMB

INVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT* ☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGE _____

MEMBERS OF CCAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 9628 N. Kings Hwy Myrtle Beach SC 29572

NOTICE EMAIL/FAX: toddpalmer@toddpalmer.biz

MOBILE PHONE: (843) 601-3571 OFFICE PHONE: _____

OTHER: _____

LICENSEE: Laura Kopchynski SC LICENSE # 86003 EXPIRES 06/18/2019

BROKER IN CHARGE: Jody Nance SC LICENSE # 54971 EXPIRES 06/18/2018

BROKERAGE COMPANY NAME: Re/Max Beach & Golf

INVOLVED AS: ☒ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT* ☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGE _____

MEMBERS OF CCAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 14361 Ocean Hwy Unit 2B. Pawleys Island SC 29585

NOTICE EMAIL/FAX: laurainpawleys@gmail.com

MOBILE PHONE: (516) 443-4215 OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS. NO AGENT IS NO CLIENT SERVICE, YES CUSTOMER SERVICE.**

[ ] BUYER [SBC] BUYER [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

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EXHIBIT B

STARK EXTERMINATORS
Beyond The Call.

INSPECTION GRAPH

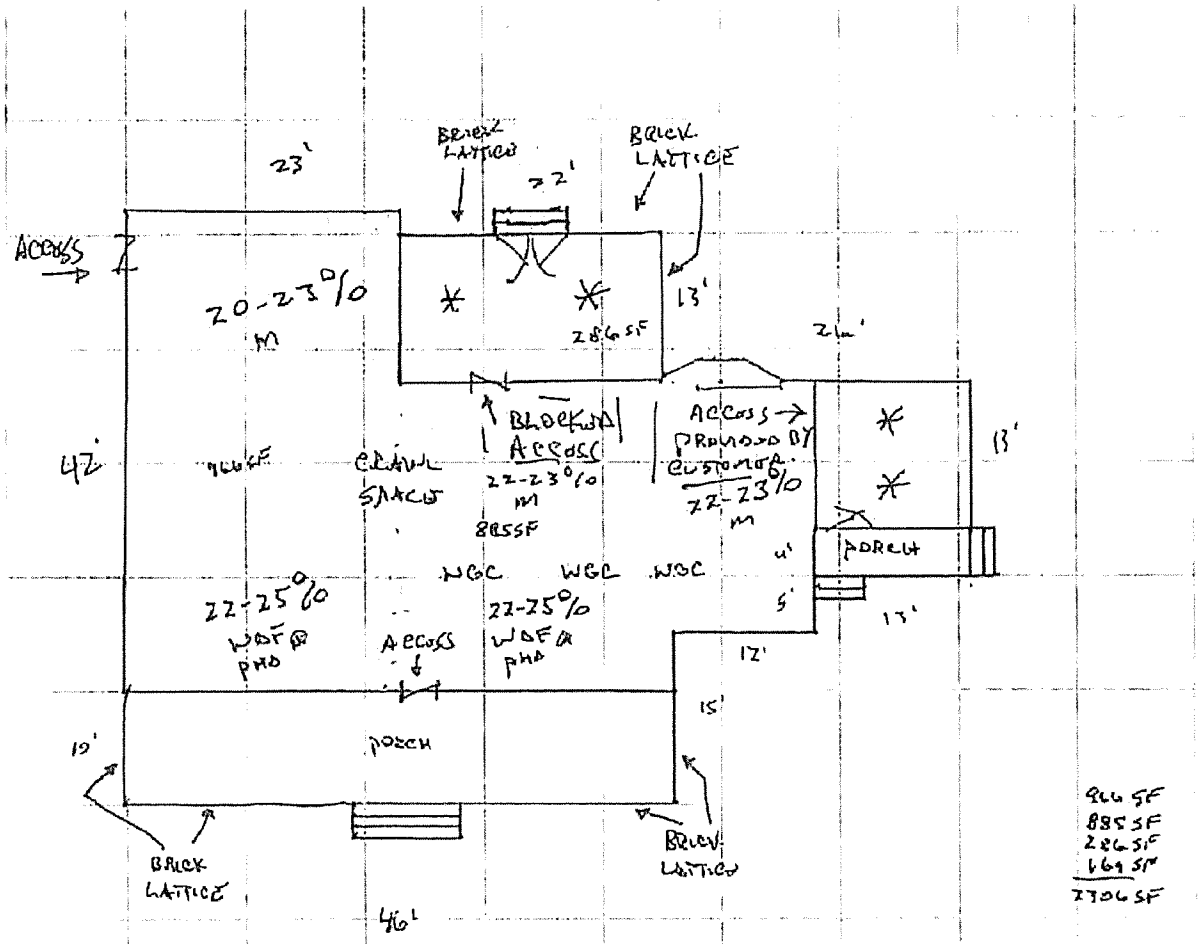
Date: 5 / 16 / 18

Inspector Andy Ward

Owners/Agents Name Jacqueline Onions Hm Ph: 843 325- 3733 Other Ph _____ Email JACQUEOR SC.RR.COM

Occupants/Purchasers Name: _____ Hm Ph _____ Other Ph _____ Email _____

Service Address: 24 Ave of Live Oaks City Pawleys Is. State SC Zip Code 29585



NOTE: This is not a structural damage report. If visible infestation is noted the customer should have a structural engineer or a professional qualified in structural repairs to access the structural integrity of any noted damages.

FOUNDATION WALLS: ☒ BLOCK ☐ POURED ☐ _____
EXTERIOR CLADDING: ☐ BRICK ☐ STUCCO ☒ SIDING ☐ _____
CONSTRUCTION TYPE: Basement: ☐ Finished ☐ Unfinished ☐ Floating Slab ☐ Supported Slab ☐ Monolithic Slab ☒ Crawl ☐ Pier & Beam

CODE: ☐ ACTIVE INFESTATION = A ☐ SUBTERRANEAN TERMITES = ST ☐ DRYWOOD TERMITES = DT
☒ WOOD BORERS = WB ☐ POWDER POST BEETLES = PPB ☒ WOOD DECAY FUNGI = WDF
☒ MOISTURE CONDITION = M ☐ PREVIOUS INFESTATION = P ☐ BATH TRAP = B

CONDUCIVE CONDITIONS: ☒ POSSIBLE HIDDEN DAMAGE = PHD ☒ EXISTING VISIBLE DAMAGE = ⊗ ☒ INACCESSIBLE AREAS = ✻
☐ WOOD TO GROUND CONTACT = WGC ☐ INADEQUATE VENTILATION = IV ☐ STANDING WATER = SW
☐ CELLULOSE DEBRIS = CD

INSPECTORS STATEMENT LOCATION OF VISIBLE INFESTATION: _____
TYPE OF TREATMENT: ☐ Baiting System ☐ Liquid Treatment ☐ Limited Liquid Treatment ☐ Other: _____

TREATMENT DATE: / / PRODUCT _____ ESTIMATED ☐ GALLONS / ☐ STATIONS: _____
Water Well: [ ] NO [ ] Yes - # of Feet _____ Additional Instructions _____

Size of Structure: _____ ☐ Cubic Footage ☐ Linear Footage
Scale Used: ☐ 1:1 ☐ Other _____
Waiver Issued ☐ Yes ☐ No

STK-SAS-100-SC 765 *Moisture Meter Readings Required Revised 1/16

STARK EXTERMINATORS
Beyond The Call.

Crawl Space
Moisture Management System
Service and Maintenance Agreement

ONIONS | JACKIE AND TIM
Account Name, Last | First | Middle

24 AVE. OF OAKS (TUCKERS RD.)
Service Address, Number | Street

DAWSONS | IL, SC | 29585
City | State | Zip Code

843-325-3733 | Home | Work
Service Phone

JACQUE OE SC, RR, COM
Cell Phone | Email Address

Tenant | Person to Contact

SAME
Billing Name

Billing Address, Number | Street

City | State | Zip Code

Billing Phone | Home | Work

Cell Phone | Email Address

Attention (Property Manager / Commercial Accounts Manager)

Effective 5-18-2018 through 5-18-2019 for the sum of $ 4,595 Stark Exterminators, Inc * (hereafter Stark) will provide the service specified below, to assist in the control of crawl space moisture levels. In first year a follow up visit will be scheduled 4-6 months after installation to check humidity levels and dehumidifier system

Stark will extend the service annually to the Purchaser for so long as the Purchaser may own the property for $ 220 per year payable on or before the end of the previous service period. After the third annual period and each annual period thereafter, Stark reserves the right to revise the annual extension charge.

Stark will install (1) dehumidifier(s) in crawl space to reduce condensation and to aid in the reduction of wood moisture content in sills, joists and other wood members. Dehumidifier(s) will be wired by a licensed electrician and will be drained to the exterior through pvc pipe. A vapor barrier will be installed over the majority of accessible soil after removing debris as necessary. All vents will be covered from inside the crawl space to prevent air movement. If necessary we will clean and treat all exposed wood and concrete for the protection and prevention of wood decay fungus (WDF). Terms and Conditions and costs associated for any treatment performed for wood decay fungus can be found on separate contract titled Wood Destroying Organisms and should accompany this agreement.

Stark will inspect the above listed property periodically as long as the agreement is in effect and will provide the following:

- Replace defective materials and equipment at our expense while under the manufacturer's warranty
- After manufacturer's warranty period, repair or replacement will be made for material cost only with no installation charge, provided materials and equipment were not damaged through abuse, neglect or accident
- Replace dehumidifier filter(s) annually according to manufacturer's recommendation.
- Record wood moisture readings in substructure.
- Adjust dehumidifier settings as needed and ensure dehumidifier's proper drainage
- Inspect and, if needed, repair damages to vapor barrier and vent coverings.

Customer's responsibilities under this agreement:

- Maintain HVAC system including proper drainage
- Maintain/insure proper ventilation for any present or future appliance in crawl space.
- Maintain proper drainage around structure to ensure water does not flow toward foundation walls.
- Notify Stark before any service work is done in the crawlspace. Any damage done by another service provider is not covered by this agreement unless prior notification and direct supervision by a Stark company representative is given

This property was not inspected, nor serviced, for the presence or control of health related mold or fungi. STARK SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ALLERGIES, AGGRAVATIONS THEREOF, OR FOR ANY BODILY INJURY RESULTING FROM MOLD, FUNGUS, MILDEW, OR ANY OTHER CAUSE

As part of this agreement, Stark has not made an inspection for termite infestation and Stark makes no representation, express or implied, as to the absence of termites or other wood destroying pests and no service has been rendered for control of such pests. Ask your Stark representative for a termite inspection if you desire such service

Stark specifically disclaims any warranty as to areas affected by plumbing leaks, roof leaks, defective door and window openings, power outages, floods and/or Acts of God

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED 5-16-18 , ARE PART OF THIS PLAN.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION

COMPANY INFO: DATE: 5 / 18 / 18

Address: 107 Avon St., Suite A

City: Georgetown

State: SC Zip: 29440

Phone 843-546-5898

ACCEPTED BY: DATE: / /

☐ Buyer / ☐ Authorized Agent

AMY WARD 843-344-9385
Company Representative

Company Service Center Manager

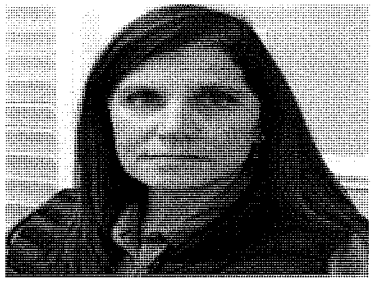
STK-SAS-063 Revised 4-15

EXHIBIT C

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Jacqueline Onions
March 26, 2019



Holly Hiott O'Quinn, RPR -- LMOC, Inc.
Independent Contractor working in association with
Milligan Court Reporting
O: 843.224.5211 F: 843.971.6509
Email: schedule@courtreportingsc.com

Original File 0326 JacquelineX.txt
Min-U-Script® with Word Index

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GEORGETOWN	)	
Rory M. Isaac and Kimberly J. Isaac,	)	CASE NO.: 2018-CP-22-00956
	)	
	)	DEPOSITION OF:
Plaintiffs,	)	Jacqueline Onions
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

DATE: Tuesday, March 26, 2019 and
Wednesday, March 27, 2019

TIME: 3:40 p.m. and
10:40 a.m.

REPORTER: Holly Hiott O'Quinn, RPR

LOCATION: Oxner & Stacy, PA
235 Church Street/Highway 17
Georgetown, SC 29442

HOLLY HIOTT O'QUINN, RPR
Independent Contractor working in association with

Milligan Court Reporting
Telephone(843)224-5211 Fax(843)971-6509
Email: Schedule@courtreportingsc.com

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A P P E A R A N C E S

For Plaintiffs: R. Isaac K. Isaac	Bellamy, Rutenberg, Copeland, Epps Gravely & Bowers, PA By: George W. Redman, III, Esq. 1000 29th Avenue North (29577) Post Office Box 357 Myrtle Beach, SC 29578-0357 (843) 448-2400
For Defendants: T. Onions J. Onions	Oxner & Stacy, PA By: Harry A. Oxner, Esq. 235 Church Street/Highway 17 Post Office Box 481 Georgetown, SC 29442 (843) 527-8020
For Defendant: Kopchynski	Earhart Overstreet, Attorneys at Law By: Steven R. Kropski, Esq. 878 Whipple Road, Suite 200 Post Office Box 22528 Mt. Pleasant, SC 29464 (843) 972-9400
For Defendant: Lane's	Kernodle Root & Coleman By: Trent M. Kernodle, Esq. 914 Folly Road, Suite 2 Post Office Box 13897 Charleston, SC 29422-3897 (843) 795-7800
Also Present:	Rory Isaac Kimberly Isaac Thomas Onions

P R O C E E D I N G S

Thereupon, Jacqueline Onions, the Defendant, was called for examination by Counsel for the Plaintiffs.

JACQUELINE ONIONS,

being first duly sworn, testified as follows:

EXAMINATION

BY MR. REDMAN:

Q Good afternoon, Mrs. Onions.

A Good afternoon.

Q It is 20 to 4:00 on Tuesday, March 26. And we just concluded the deposition of your husband in this matter. We started at 9:00 this morning, pretty much went straight through the day. And now we're going to at least get started on your deposition.

MR. REDMAN: And for counsel, some counsel was present, some was not. We're going to continue on with Plaintiffs' exhibit numbering, and I'll do my best not to duplicate any documents, exhibits, and just use the exhibits that we've identified with the same exhibit numbers on them for Mrs. Onions' deposition.

(WHEREUPON, Plaintiffs' Exhibit No. 23 was marked for identification only.)

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24	Copy of Check 8908 to Lane's 1 page	80

A Something like that, yes.
Q Okay. And you said, well, I don't know any of those. But Laura said, I know a guy?
A Yes.
Q And that was Andy Ward from Stark?
A Yes.
Q And did -- she called him right then and there on the spot?
A Yeah.
Q How long had you had the CHI or the Cornerstone report?
A You know what, to be honest with you, I do not know. I can't say whether I had it a short time or a long time. But I can tell you that my personality, I'm proactive and I don't let things sit. I've got a dripping faucet right now that I've been bugging my husband to fix. So it's been going on.
Q Sounds like you better call Emery.
A Exactly. Well, we moved, so --
Q That's true. He's not going to help you. Sorry.
A Yeah.
Q So in the language in the Cornerstone report, it says crawl space specialty company. Mrs. Laura says, I know somebody, and she called him right then

and there?

A Yes.

Q Okay. And he -- and then what?

A Andy pretty much came out. I want to say he was in the area and he came out -- no, wait. He came the next morning. He came the next morning, yeah, I think that's what it was.

Q Okay. And were you and Jackie both there?

A I was and so was Laura. It's okay.

Q Thanks. Sorry.

A It's okay.

Q So she came back. Did she come back there specifically to be there while Andy was there?

A Yeah, because I kind of felt a little uncomfortable, because I'd never dealt with anyone like that before. And my husband was out of town. And I just wanted to make sure I had an extra set of eyes and ears to what was going on.

Q What do you mean dealt with anyone like that?

A A contractor. By myself.

Q Okay. And how did it go? What happened?

A He introduced himself. Very personable. Very nice man. Explained he was going to go under the house and he was going to look at everything. And then after he came out from under the house, he was going to

tell us what was going on. So I'm like, okay, that's fine. So he goes under the house. He checks everything out. Came up. And in my mind, this was an opinion to me. That's all it was. It was an opinion, a fact-finding opinion, so I could call my husband and give him some information. And in any way, shape or form, to my recollection, I mean, 100 percent, he never made me feel worried or scared. Because I specifically said to him, is there anything under there? I don't go under my crawl space. And I'm not a technician and I'm not a specialty person, so I don't know.

And he just explained about -- first he started out with, if I was to do a CL-100 today, it would pass; but if you wait until the end of the summer, it won't. And I said, no, we're not going to wait til the end of summer. And he proceeded to give me his pitch of what he thought should be done. And I don't understand it all, really, to be honest with you. So I didn't know if I was asking the right questions. I just tried to get as much information as I possibly could.

And he then continued to tell me about how he got into the sales business, and we started talking about other things, just general life things. You know, what kind of person he is or family matters,

whatever it was, it was just kind of chatter, basically.

So it kind of diverted from the problem, if you want to call it a problem. It kind of diverted from his opinion and we were talking socially. So he was pretty -- I told him I wasn't going to give him an answer, I needed to call my husband. I said, I just -- let me show him this graph. Let me tell him of your thoughts and we'll get back to you. But I'm one of those people that if I really like you and you make a really good impression on me, at that point, I was like, I think I might -- if we're going to build, I'm going to use Stark. I'm going to switch. I'll use Stark. And I don't know why. I just figured, oh, we'll try somebody new. And, you know, I chatted with him about doing regular pest control. So that was another thing we spoke of.

But honestly, he never said I had anything that I had to worry about that was infecting my house, my health. And I can tell you I've got a soon-to-be 19-year-old that has had allergies and skin issues, so I was very on top of any of that stuff. So when he kind of cleared it, I felt better. I was -- I figure you're the professional, I'm going to listen to you. But I'm going to get another opinion, because I'm not

just going to go with one person. So it was a -- he left me basically with you are cleared as of today; but if you wait until the end of summer, you might have a problem. He never -- he said there -- I think he said there was -- what did you guys call it, on the pipes dripping?

Q Condensation.

A Yeah. I think he said there was some condensation. We talked about the Lowcountry. We talked about this is extremely common. You know, I questioned about doing a whole encapsulation. Because, you know, I -- again, when you gather with your neighbors and you talk, especially the women, you're going to talk and you're going to try to understand about do you encapsulate, do you do a partial encapsulation. And I was kind of thinking of I want no allergies in my house because of my child. And I learned -- not sure that I understand -- I learned that when you totally encapsulate, you tend to hold in moisture. I'm not a professional. I don't know if that's true. But I kind of take it word of mouth. So...

Q So your understanding of encapsulation is just enclosing the space?

A Yeah, and trapping moisture, which could

cause more problems down the -- in the long run.

Q Okay. Is that what you still believe to this day as you sit here?

A Yeah, I do. I actually do.

Q Okay.

A After buying another house. So --

Q Was it encapsulated? Or what's your experience with the other house?

A Oh, no. Just learning -- now that I'm aware more, I know what questions to ask. No problems. No problems at all. Just my opinion.

Q Okay. Did you see the -- did you hear the discussion today about the Stark report, the first Stark report?

A Yes.

Q Okay. And did you note in there that the proposal included the installation of a dehumidifier?

A Yes.

Q Would that or did that impact what you're thinking as far as what happens to the moist air underneath the building?

A It didn't impact. It was just one man's opinion of what you could do. One company's opinion. There's other opinions out there.

Q Okay.

A You can do several things.

Q Okay. So what I'm specifically asking you is, is that what your understanding of an encapsulation that he was recommending was just trapping the air?

A Yes.

Q And you didn't -- did you see on there at that time that he was also going to have a dehumidifier in that space as well?

A Yeah, I probably -- I mean, I saw a little bit today, so -- but I --

Q Did you know what that means?

A Yeah, I do.

Q What will that do to the moist air?

A Well, now that I realize --

MR. OXNER: Object to the form.

THE WITNESS: Now that I realize, I'm assuming that it's going to take all the water out.

BY MR. REDMAN:

Q Right. So the air under the house would be much drier; would it not?

A But with the --

MR. KROPSKI: Object to the form.

MR. OXNER: Objection.

THE WITNESS: I don't know, you know. I don't know because I'm not a specialist.

BY MR. REDMAN:

Q Okay. So as far as the encapsulation procedure and what would result when the space was encapsulated under the house, you're not sure about that?

A No, I am not.

Q Okay. So you gathered the information for your husband to deal with. And did you just let him deal with it from that point on?

A No. I actually -- I mean, yes, I let him. But I actually called Emery after Andy left the house. Because Tim still was out of town. And like I said, I call Emery for everything when I don't understand it, and I asked him if he would be -- if he would come back and talk to Tim and is this something that he does, and he said yes.

Q Is what something that he does?

A Take care of everything that was on the list from the home inspector including putting the vapor barrier down under the house.

Q And he said he could do those things?

A The vapor barrier and clean all the debris. Let me go back about the debris. Andy constantly -- I mean, his big pitch with us was to clean out underneath. It was a mess. And I told him right there

and then, I said, Andy I never knew. I mean, I don't go under my house. So he seemed to talk about that more than anything else. That list he gave you of things that we had to do, one of them was cleaning up under there. So that's what I was calling Emery over, to find out if he would be able to clean it all and do a vapor barrier for us.

Q Okay. And what information did you provide to Emery?

A I did show him the graph.

Q Okay.

A I did show him the graph. And he said, Jackie, he said, I could take care of this without a problem.

Q This. What is this?

A Take care of what needs to be done on the report. Put the vapor barrier down and clean up under the crawl space -- clean the crawl space out.

Q So when he said -- when you were giving him a scope of work, what exactly was he shown and told to do?

A I just showed him the graph and I told him what Stark said. And I said, I feel uncomfortable about it and Tim's not here. And I said, I think he's doing a sales pitch on me. I've had a couple salesmen

years ago try to do a sales pitch. And, you know, I probably have sucker stamped on my forehead, and it's only because I don't understand it. And I kind of go overboard and try to get all my ducks in a row, and sometimes it kind of backfires on me.

But this time I showed Emery and I said, Tim's going to be home the following morning or following afternoon. And I said, I just feel uncomfortable. He was a really nice man. But as the little meeting went on, if you want to call it that, he started pitching more what sounded like, you know what, this is what you need to do and our company will do it. And I felt uncomfortable. I felt pressured, so I did not do it.

Q So at some point in the meeting and the discussion with Andy, he was saying that you need to do encapsulation under this house?

MR. OXNER: Object to form.

THE WITNESS: He was suggesting it. He was suggesting it. But again, he said -- and he said it twice or three times, he said if I was going to do a CL-100, you are clear for today.

BY MR. REDMAN:

Q Okay.

A No moisture. I said okay. I said that's

EXHIBIT D

#1828 Emery C Custer 5/24/18

P.o Box 384

Murrells Inlet SC, 29576

SC Lic.56967 Horry 227659 Surfside 53161

Georgetown county

Invoice to

Tim Onions

Pawleys Island, SC

---

installed vapor barrier where need under house . added insulation in places missing due to duct work .added insulation hangers as needed, installed fan to circulate air to lower moisture levels under the house . fixed comode from rockin . removed pieces of duct work left under house .

Material and labor	$ 706.00

Total due $ 706.00

ONIONS EXHIBIT #037

EXHIBIT E

RELEASE OF AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE

[X] RESIDENTIAL [ ] OTHER _____

This Release is entered into as of June 18, 2018 between the undersigned Buyer and Seller and Third Party Beneficiary Brokers ("Signees") for that Contract covering the Property and becomes effective upon a Signee placing the final and required signatures and/or initials on this Release and Delivers Notice to cause this Release to be binding on all Signees:

Address 24 Avenue of Live Oaks Unit # _____

City Pawleys Island State of South Carolina

Other _____ TMS 040184A0010100

WITNESSETH: That each of the Signees hereto in consideration of each of the Signees releasing all of the other Signees from the Contract, do hereby release each of the other Parties, Brokers, and Escrow Agent to the Contract from any and all claims, losses, costs, damages, expenses, actions, demands whatsoever which each of the Parties and Brokers hereto may have up to this date against any of the other Parties or Brokers hereto by reason on the Contract.

It is the intention of this Release that any responsibility or obligations or rights by virtue of the Contract are by this Release declared null and void and of no further force or effect.

The Escrow Agent holding any Earnest Money or other deposits under the Contract terms is hereby directed and instructed forthwith to disburse said Earnest Money or other deposits in the following manner:

$4,000.00 to Randy Cole

$ _____ to _____

$ _____ to _____

$ _____ to _____

Other: Coles will pay appraised value, $585,000 and close as scheduled or receive a release

This legally binding Release is executed voluntarily and based solely on Contract representations. Signees solely responsible for obtaining any legal counsel prior to signing and acknowledge they have had ample time for counsel.

BUYER: _____ Randy Craig Cole Date: 06/18/2018 13:10:21 Time: _____

BUYER: Suzanne B Cole Suzanne B Cole Date: 06/18/2018 13:14:00 Time: _____

SELLER: Thomas C Onions Date: 6-18-2018 Time: 1:35 PM

SELLER: Jacqueline Onions Date: 6-18-2018 Time: 1:35 PM

BROKER: _____ Date: 6-18-18 Time: 1:57 PM

BROKER: _____ Date: 06/18/2018 02:10 PM EDT Time: _____

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2019-01-08 Palmer's Subpoena Response 136
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EXHIBIT F

From: **Laura Kopchynski** <laurainpawleys@gmail.com>
Date: Tue, Jun 19, 2018 at 7:55 PM
Subject: info for 24 ave of live oaks
To: Ed Kimbrough <ed@thegeorgetownagency.com>

Hey Ed,

Hopefully you received my voice message about the plantation house.

Because I have already gone ahead and sent additional information as per request to some of the other agents that were on my list and to who I reached out today, I wanted to at least keep you up to the same speed so you have all the info you need ahead of time in the event your folks have an interest and want to make an offer after previewing the home tomorrow.

Attached you will find the governing documents for LP (CC&R's, Rules & Regs and Master Deed), and I do have the home inspection summary report on hand as well as the repair verification form prepared by the contractor who made the repairs, should that be needed later. CL-100 was done yesterday and from what I understand it was good, but I can obtain the report if/when necessary as the sellers paid for it.

I thought it would be prudent to mention the current Market Value as it appears in the county records due to the significant discrepancy from years back and 2017. The sellers went to Georgetown County last year in an effort to grieve their tax bill as it was their opinion that they were being over taxed over the last few years at a $699,000 + market value, when they believed they should be taxed at a value between $625,000 - $645,000 based on the comps at that time. The county accepted the grievance and stated they only way they could make an effort to make it right is to under-assess the home for a period of one year as a way of extending a credit back to the sellers with the understanding that the home would be reassessed in 2018 as all of Georgetown County will be due a new assessment. The sellers agreed, and as a result, Georgetown County lowered the market value to $509, 400 for 2017.

Since I already shared the issue we had with the odd selection of comps used by the recent appraiser (I have not shared this with all of the other agents yet), I thought it would further benefit you to know the following:

* 961 Tuckers Road - This is the most recent and relatable comp to 24 Avenue of Live Oaks, which the appraiser failed to use and what we gave careful consideration when it came to coming up with a fair market list price. Though it is a new build, I know with 100% certainty that other appraisers have recently included it in their appraisals of non-new builds in Litchfield Plantation and we are boggled as to why this appraiser omitted it, while choosing to include what he/she did. Please look through the photos and listing and you will easily see what I mean with it resembling the closest to 24 Ave of Live Oaks. In doing so, please keep in mind that though it is a new build, both the heated and overall square footage is considerably less it, it's on a smaller lot and it does not have anything near the custom landscape design of the subject property. It sold for $650,000 on 3/29/18.

961 Tuckers Road was not originally marketed for sale in MLS as the builder had initially hoped to be able to sell without having to pay a co-broke to a buyer's agent, which is why one will not be able to find (unless having the previous marketing material in hand), anything in the history to show that the original list price was $729,000. Though the property was not initially in MLS, the builder did solicit local Realtors by dropping off marketing material at the local real estate offices and by inviting local Realtors to a Broker's open house. The seller was unable to find a buyer on their own and it was ultimately a cooperating MLS brokerage that brought the buyer. It is my understanding that the original contract price was slightly below $700,000, but that due to an issue with the appraiser not being able to find suitable comps, the contract price was lowered to $650,000. The reason I find it vital to mention this is because this home was appraised in a traditional manner as the buyer obtained conventional financing and that appraiser had to use all of the Fannie Mae/Freddie Mack guidelines, which lends additional credibility to the agreed upon sale price of $650,000 and in using this property as a legit comp for 24 Avenue of Live Oaks. As you will see I have since added a sentence in the agent comments pointing out that the sellers of 24 Ave of Live Oaks have spent an upward of $75,000 in their landscape design features to include the purchasing and planting of mature trees and bushes, the addition of the brick walkways, patio, brick fireplace & wall and the front and the installation of back garden lights to include up-lights in the trees.

The sellers of 961 Tuckers were not obligated to put this home into MLS after it was sold; however, the sellers chose to do so knowing how difficult and challenging it was to find suitable comps to support higher end listings/sales and is what led the seller to enter the sale in MLS. The sellers' sole intent was specific in helping to provide a much needed comp for sellers and appraisers to use alike.

Link to 961 Tucker Road
Click Here to View Listings

Link to 24 Ave of Live Oaks
Click Here to View Listings

Normally I would NEVER EVER put this amount of effort and time in just for a 1st time showing, but I'm trying to do my absolute best to ensure you and the other agents, who I promised to keep in the loop if the contract went South, have the necessary info in place since time is of the essence in trying to get another solid contract in place. Again, you are only one of 4 agents I have shared this with thus far, but I'm sure that is soon to change once I change the status from HOLD DON'T SHOW to ACTIVE. See you tomorrow at 12:00.

--

All the best,

Laura

Laura Kopchynski

RE/MAX BEACH & GOLF

843-979-9979

Cell 516-443-4215

www.PawleysIslandDiscoverRealEstate.com

www.facebook.com/DiscoverPIRealEstate

--

All the best,

Laura

Laura Kopchynski

RE/MAX BEACH & GOLF

843-979-9979

Cell 516-443-4215

www.PawleysIslandDiscoverRealEstate.com

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EXHIBIT G

In the Matter Of:

ISAAC vs ONIONS

2018-CP-22-00956

ED KIMBROUGH

June 10, 2019



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STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN CASE NO: 2018-CP-22-00956

Rory M. Isaac and Kimberly J. Isaac,)
)
Plaintiffs,)
) Deposition of:
vs.)
) Ed Kimbrough
Thomas C. Onions and Jacqueline)
Onions, Laura Kopchynski, and Lane's) June 10th,
Professional Pest Elimination, Inc.,) 2019
)
Defendants.)

The deposition of ED KIMBROUGH, taken before Josie Allen, Professional Court Reporter and Notary Public, at the Oxner & Stacy Law Firm, 235 Church Street, Georgetown, South Carolina 29442, on June 10th, 2019, commencing at 1:58 p.m.

APPEARANCES

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843-795-3708

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Repair Verification Form

what, let me give you this one because it's got the fancy sticker.

It's marked Exhibit 41. And the top part, you don't need to look at. There's a chain, lauraandpawleys@gmail to you, that's your e-mail address?

A. Correct.

Q. Okay. Have you seen this before?

A. Yes, I have.

Q. Have you looked at it recently?

A. Yes.

Q. Okay. Just going through here, if I understand correctly, the prior buyers, the Coles, who had the contract and then it fell out, which gave the opportunity to the Isaacs, they couldn't close because of an appraisal issue. Is that --

A. Well --

Q. -- what you understand?

A. At some point, we did find that out.

Q. And what did you perceive this e-mail when you got it in terms of, you know, all of this talk about the value of the --

A. Waste of time.

Q. Okay. Waste of time?

A. A complete waste of print. I mean, we did

our homework. I did the comps. I talked to a property appraiser. I mean, and we knew what the value -- close to what the value of the house was prior to making an offer.

Q. Okay.

A. And I'm sure you're referring to this line about the CL-100.

Q. I'm referring to, you know, the five paragraphs talking about comps and different values.

A. Just not relevant to us.

Q. Okay.

A. I don't depend on anyone else --

Q. Right.

A. -- to come up with that information.

Q. So you were satisfied with submitting the offer that the purchase price was fair?

A. Yes.

Q. Okay. And the CL-100 reference that is made here, it says: CL-100 was done yesterday, and from what I understand, it was good. But I can obtain the report if/when necessary as the sellers paid for it.

Did you want that CL-100 report?

A. No.

Q. Okay. How come?

A. I mean, well, because it's our responsibility

to do it. It was going to be on our terms, not on their terms or anybody else's terms.

I thought when she said "good," I thought, perfect. We're not going to have an issue on that. We will order our own CL-100 and we'll verify the information that we need to see regarding repairs.

So, no, I mean, and it was -- it was not even relevant from a date period. CL-100 reports are only good for 30 days. We would have had to have another one done prior to closing anyway.

So my thought is let's do it ourselves, and we'll verify what we're looking for.

Q. Right.

A. And there was no mention as to who performed that CL-100.

Q. Okay.

A. It could have been any fly by night company. I have no idea.

Q. Okay. Just wasn't something that you were -- you were not interested in getting it; you were doing your own CL-100?

A. That's correct.

Q. Okay.

A. Yes.

Q. I'm going to ask you a couple of questions

EXHIBIT H

STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

Property Address (including unit # or identifier) 24 Avenue of Live Oaks, Pawleys Island, 29585

Owner: ( ) ( ) **Purchaser:** ( ) ( ) **acknowledge receipt of a copy of this page which is page 1 of 5.**

REV: 6/2017

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

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM	Yes	No	No Representation
1. Water supply	☐	☑	☐
2. Water quality	☐	☑	☐
3. Water pressure	☐	☑	☐
4. Sanitary sewage disposal system for any waste water	☐	☑	☐

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

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

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

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS	Yes	No	No Representation
5. Roof system	☐	☑	☐
6. Gutter system	☐	☑	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	☐	☐	☐

A. Approximate year that current roof covering was installed or modified: 2014 . Approximate year structure was built: 2014

B. During your ownership, describe any known roof system leaks and repairs: _____

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☐	☑	☐
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☐	☑	☐
10. Heating system(s) (HVAC components)	☐	☑	☐
11. Cooling system(s) (HVAC components)	☐	☑	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☐	☑	☐
13. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☐	☑	☐
14. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☐	☑	☐

Owner: ( ) ( ) Purchaser: ( ) ( ) acknowledge receipt of a copy of this page which is page 2 of 5.

A. Describe Cooling System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Window ☐ Other _____

B. Describe Heating System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Furnace ☐ Other _____

C. Describe HVAC Power ☐ Oil ☐ Gas ☑ Electric ☐ Solar ☐ Other _____

D. Describe HVAC system approximate age and any other HVAC system(s): 1 UNIT 2017

1 UNIT 2005 RENOVATED 2014

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

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:

NONE

B. Describe/name company that may be providing termite/pest treatment or coverage to property:

LANES

C. Describe any known present pest infestations:

NONE

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

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning?

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☑	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☑	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☑	☐
18. Room additions or structural changes to the property during your ownership	☑	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☐	☑	☐
20. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☑	☐
21. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☑	☐
22. Erosion or erosion control affecting the property	☐	☑	☐
23. Flood insurance covering the property	☐	☑	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: N/A

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: N/A

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

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

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

A. Describe the lease terms and any leasing problems, if any: NONE

B. Describe the name and contact information for any property management company involved:

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

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

A. Describe any utility company financed or leased property on the real property: N/A

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: N/A

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND TO LIST ANY ATTACHED REPORTS/INFORMATION OR TO FURTHER DESCRIBE NOTICE/KNOWN ISSUES

SEE REPAIR VERIFICATION [illegible] 6/20/2018

Owner: ( ) ( ) Purchaser: ( ) ( ) acknowledge receipt of a copy of this page which is page 4 of 5.

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

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

☑ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) _____
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____

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

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

Owner Signature: Thomas C Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. THOMAS C. ONIONS 4-23-18 2:00PM

Owner Signature: Jacqueline Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. JACQUELINE ONIONS

Purchaser acknowledges prior to signing this disclosure:

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

Purchaser Signature: Roky M Isaac Date: 6/20/18 Time: _____

Purchaser Printed Name: ROKY M. ISAAC

Purchaser Signature: Kimberly Isaac Date: 6/20/18 Time: _____

Purchaser Printed Name: Kimberly Isaac

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Onions offer for

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 (**CCRBR**). 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: 24 Avenue of Live Oaks, Pawleys Island, 29585

Describe owners association charges: $ 175.00 Per MONTH (month/year/other)

What is the contact information for the owners association? FIRST SERVICE RESIDENTIAL
843-652-2163

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?	☑	☐	☐
2. Are there any owners association or **CCRBR** resale or rental restrictions?	☑	☐	☐
3. Has the owners association levied any special assessments or similar charges?	☐	☑	☐
4. Do the **CCRBR** or condominium master deed create guest or visitor restrictions?	☑	☐	☐
5. Do the **CCRBR** 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?	☑	☐	☐
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 yes answers in the space below and attach any additional sheets or relevant documents as needed: _____

Owner signature: Thomas R Onions Thomas ONIONS Date: 4-23-18 Time: 2:00 PM

Owner signature: Jacqueline Onions JACQUELINE ONIONS Date: 4-23-18 Time: 2:00PM

Purchaser signature: Larry M Deans Date: 6/20/18 Time: _____

Purchaser signature: Kimberly Deans Date: 6/20/18 Time: _____

Inspection Report

Randy and Suzanne Cole

Property Address:
24 Avenue of Live Oaks
Pawleys Island SC 29585



Cornerstone Home Inspections of SC, LLC

Eric Koppel 48983
22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Date: 5/10/2018	Time: 09:00 AM	Report ID: EK-5189
Property: 24 Avenue of Live Oaks Pawleys Island SC 29585	**Customer:** Randy and Suzanne Cole	**Real Estate Professional:** Todd Palmer United Real Estate

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI)= I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this home or building.

(Summary items) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

In Attendance:	Type of building:	Approximate age of building:
Seller only	Single Family (2 story)	13 years
Temperature:	**Weather:**	**Ground/Soil surface condition:**
69 degrees at time of arrival	Clear	Dry
Rain in last 3 days:	**Radon Test:**	**Water Test:**
No	No	No

General Summary

Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

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

5. Living Areas and Bedrooms

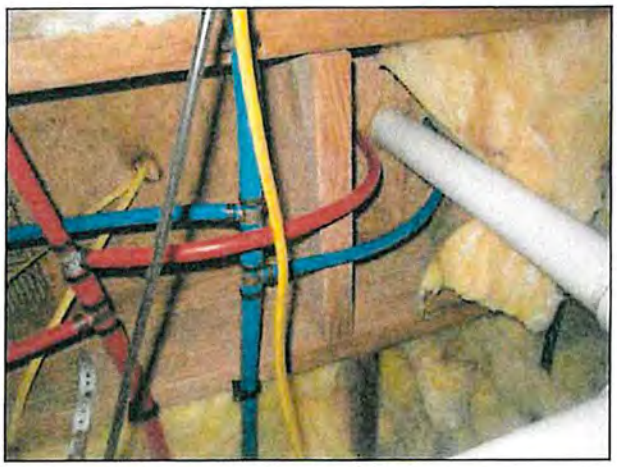
5.4 Doors (representative number)

The door to the back left bedroom does not latch when closed. Recommend adjustment by a qualified contractor. Item 1(Picture)



5.4 Item 1(Picture) Door does not latch

7. Structural Components



7.5 Item 3(Picture) Missing insulation



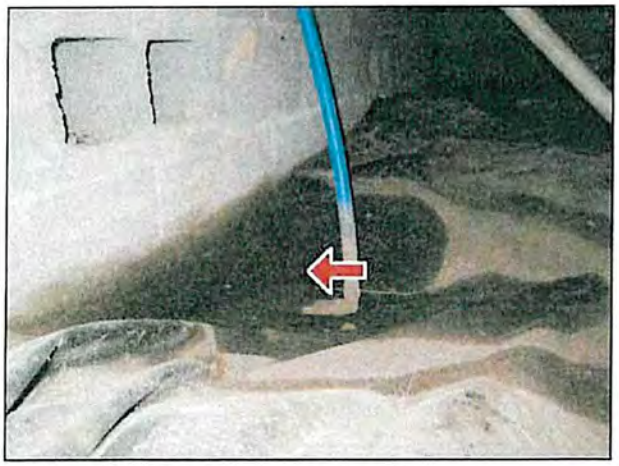
7.5 Item 4(Picture) Hanging insulation



7.5 Item 5(Picture) Hanging insulation

7.6 Vapor Retarders (in Crawlspace or basement)

There are areas of ground that are not covered by a vapor barrier and the ground is damp. Recommend further inspection and any needed corrections by a crawl space specialty company. Item 1(Picture) Item 2(Picture) Item 3 (Picture) Item 4(Picture) Item 5(Picture) Item 6(Picture)



7.6 Item 1(Picture) Dampness in crawl space



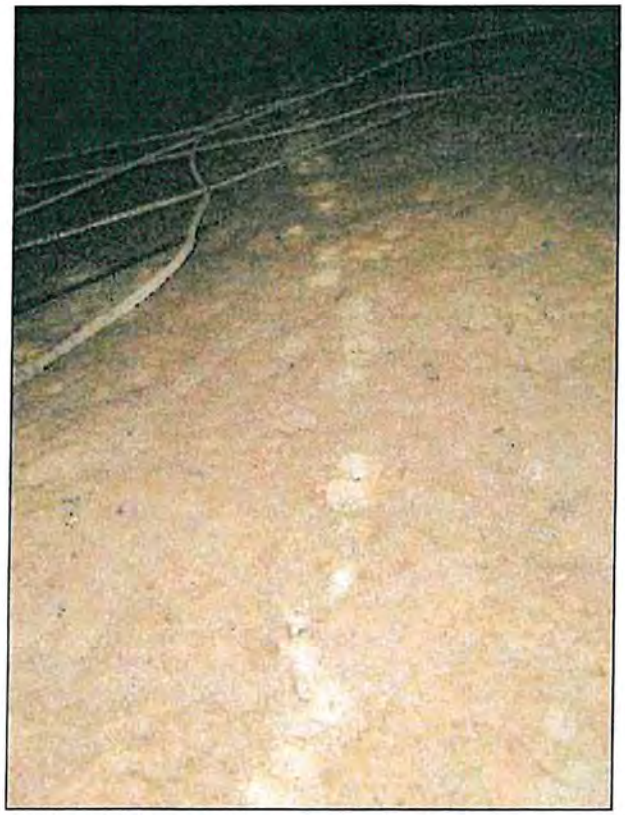
7.6 Item 2(Picture) Dampness in crawl space - missing vapor barrier



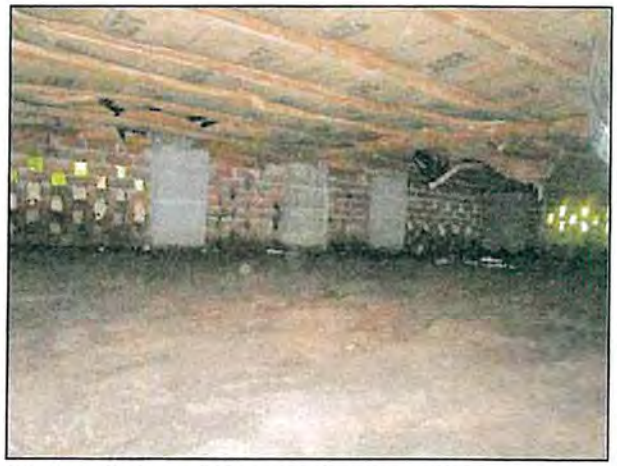
7.6 Item 3(Picture) Missing vapor barrier - damp ground



7.6 Item 4(Picture) Wet debris on top of vapor barrier

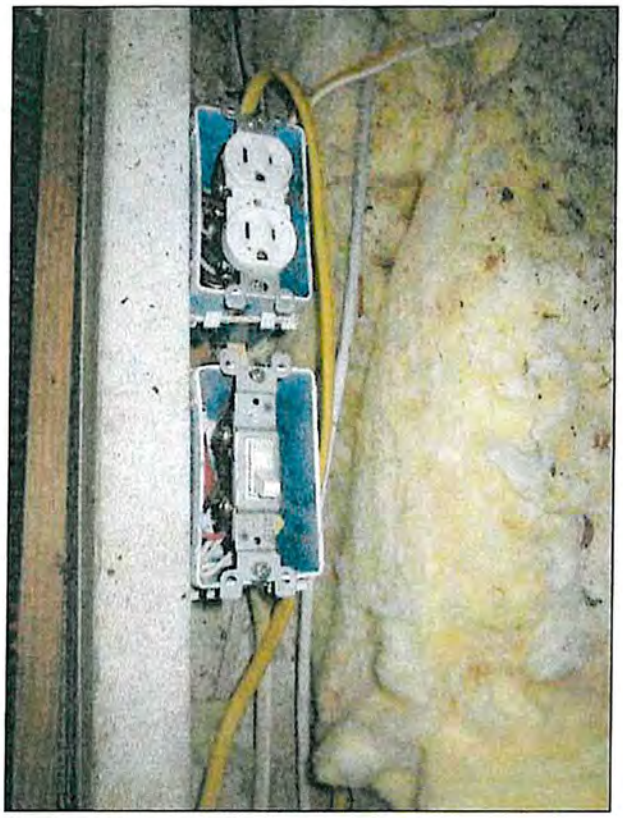


7.6 Item 5(Picture) Missing vapor barrier - damp ground



7.6 Item 6(Picture) No vapor barrier under sun room - damp ground

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture,



1.7 Item 1(Picture) Missing covers

5. Living Areas and Bedrooms

5.6 Outlets, Switches and Fixtures

There are two mounting boxes on the wall at the second floor living area that do not have fixtures installed and are not covered by cover plates. Recommend correction by a qualified contractor. Item 1(Picture)



5.6 Item 1(Picture) Open boxes - no fixtures or covers

Plumbing Issues

Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

6. Bathroom and Components

6.7 Plumbing Water Supply, Distribution System and Fixtures

The toilet in the half bath is loose at it's connection to the floor flange. Recommend further inspection and correction by a qualified contractor. Item 1(Picture)



6.7 Item 1(Picture) Toilet will move/tip when pushed

Electrical Issues



Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

1. Roof System / Chimneys and Attic

1.7 Visible Electric Wiring in Attic

There is an electrical outlet and a switch in the attic that is not protected with a cover. Recommend correction by a qualified contractor. Item 1(Picture)

Emery Custer
Licensed General Contractor
623 1st Avenue North, Surfside, South Carolina

Licensed and Insured

SC License # RBS 56967

Repair Verification Form

Location: Thomas & Jacqueline Onions Residence
24 Avenue of Live Oaks
Litchfield Plantation
Pawleys Island, SC 29585

Work Completed : May 25, 2018

1. Replaced missing electrical box covers in attic area consisting of 1 on/off switch and 1 double outlet, as per home inspection report.
2. Replaced floor bracket and wax seal. Re-connect / secure toilet in 1st floor half-bath, as per home inspection report.
3. Re-aligned door latch to upstairs rear bedroom to properly secure, as per home inspection report.
4. Replaced all missing and/or hanging insulation in crawl-space under house with new insulation, as per home inspection report.
5. Replaced all missing plastic vapor barrier in crawl-space including that area beneath the sun room by supplying new vapor barrier product, as per home inspection report.
6. Removed all debris from crawl-space, as per home inspection report.
7. Installed new electrical outlet at center (ceiling) of crawl-space to supply power to crawl space fan.
8. Installed new crawl-space fan [1] beneath residence to provide air flow and remove any dampness within the crawl-space.
   [1] Lasko Max Performance Pivoting Utility Fan Model U15610

Owner Signature: _____ Accepted on 05/25/2018

EXHIBIT I

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

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Rory M. Isaac, Kimberly J. Isaac ("Buyer"), and

Seller(s), Thomas C. Onions and Jacqueline Onions ("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. TBD
(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 initially cause this primary 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:** $627,000.00 Six Hundred Twenty-Seven Thousand

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD. Verification of Cash available for Closing is ☒ attached ☐ not attached ☐ to be Delivered before _____. This Contract ☐is ☒is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐is ☒is not not attached.

3. **PROPERTY:** Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey 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 in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 24 Avenue of Live Oaks Rd Unit # _____
City Pawleys Island State of South Carolina
Zip 29585 County of Georgetown
Lot _____ Block _____ Section/Phase _____ Subdivision Litchfield Plantation
Other _____ Tax Map 04-0184A-001-01-00
Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):
all appliance including washer/dryer, window treatments,
dining room art,bunk beds/mattresses, cabinet in study

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before July 31, 2018 ("Closing Date") with an automatic extension of 5 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 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): Rory M. Isaac and Kimberly J. Isaac

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

Pawleys Island Realty Co LLC, PO Box 306 Pawleys Island SC 29585 Phone:8435462514 Fax: 843-237-1691 Rory M. Isaac
Ed Kimbrough

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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. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, 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** $ $25,000 See Addendum **(USD) Earnest Money is paid as follows:** $ 25,000.00 accompanies this offer and $ n/a will be paid within _____ 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 The Georgetown Real Estate Age as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, 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 (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT $ n/a SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION 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.

At Closing, Seller will pay Buyer's transaction costs not to exceed $ n/a 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.

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. _____

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.
n/a

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 _____ % and maximum _____ % 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 Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final

loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). 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.
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 part of this Contract.

The Due Diligence Addendum (e.g. SCR311) can create advantages for Buyer and Seller by creating a known limited time frame for a Buyer to make a decision to buy or not buy or buy with new terms (e.g. seller agreed repairs, price). Per the Due Diligence Addendum, the Seller can receive money when the Buyer timely/properly terminates for any or no reason under the Due Diligence Addendum. The Due Diligence Addendum covers a broad range of issues, not just repairs/price. The Due Diligence Addendum allows the Buyer to consider on-site and off-site issues.

If the Parties agree to a Due Diligence Addendum then during the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and Brokers all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/proper Due Diligence terminate or buy. **Delivering a Repair Request does not extend the Due Diligence Period.**

(A) All Repair Procedure Inspections shall be completed no later than _____ Business Days after the Contract's original primary Effective Date unless all the Parties agree in writing to extend. 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. 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.

(B) No later than _____ Business Days after the date of the Delivered Notice of the Repair Requests, Seller shall Deliver Notice agreeing or not agreeing to make repairs in 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 ("Seller Paid Repairs"). **If the Seller contractually agrees to make all the requested Seller Paid Repairs, the Parties agree to proceed under the amended Contract.** The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not timely respond per above or does not agree to make all the Seller Paid Repairs, the Buyer shall within **2 Business Days** choose any one of the following options (1) accept the Property in its present condition, (2) negotiate a new/amended Contract with the Seller for the payment of these repairs/price or (3) terminate this Contract by Delivered Notice. **IF BUYER FAILS TO ACCEPT, RENEGOTIATE A NEW/AMENDED CONTRACT WITH SELLER, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 BUSINESS DAYS: 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 otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.** The obligations of the Seller for repairs terminate upon Closing.

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.

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

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Rory M. Isaac, Kimberly J. Isaac ("Buyer"), and

Seller(s), Thomas C. Onions and Jacqueline Onions ("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. TBD
(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 initially cause this primary 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:** $627,000.00 Six Hundred Twenty-Seven Thousand

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.
Verification of Cash available for Closing is ☒ attached ☐ not attached ☐ to be Delivered before _____.
This Contract ☐is ☒is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐is ☒is not not attached.

3. **PROPERTY:** Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey 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 in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 24 Avenue of Live Oaks Rd Unit # _____
City Pawleys Island State of South Carolina
Zip 29585 County of Georgetown
Lot _____ Block _____ Section/Phase _____ Subdivision Litchfield Plantation
Other _____ Tax Map 04-0184A-001-01-00
Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):
all appliance including washer/dryer, window treatments,
dining room art,bunk beds/mattresses, cabinet in study

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before July 31, 2018 ("Closing Date") with an automatic extension of 5 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 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): Rory M. Isaac and Kimberly J. Isaac

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Pawleys Island Realty Co LLC, PO Box 306 Pawleys Island SC 29585 Phone8435462514 Fax: 843-237-1691 Rory M. Isaac
Ed Kimbrough
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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. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, 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 $** $25,000 See Addendum **(USD) Earnest Money is paid as follows:** $25,000.00 accompanies this offer and $ n/a will be paid within _____ Business Days after Effective Date and Earnest Money is in the form of [X] 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 The Georgetown Real Estate Age as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, 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 (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT $ n/a SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION 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.

At Closing, Seller will pay Buyer's transaction costs not to exceed $ n/a 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.

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 [X] Seller's or [ ] Buyer's transaction costs. _____

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs. n/a

7. **FINANCE:** Buyer's obligation under this Contract [ ]is [X] 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 _____ % and maximum _____ % 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 Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final

loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). 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.
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 part of this Contract.

The Due Diligence Addendum (e.g. SCR311) can create advantages for Buyer and Seller by creating a known limited time frame for a Buyer to make a decision to buy or not buy or buy with new terms (e.g. seller agreed repairs, price). Per the Due Diligence Addendum, the Seller can receive money when the Buyer timely/properly terminates for any or no reason under the Due Diligence Addendum. The Due Diligence Addendum covers a broad range of issues, not just repairs/price. The Due Diligence Addendum allows the Buyer to consider on-site and off-site issues.

If the Parties agree to a Due Diligence Addendum then during the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and Brokers all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/proper Due Diligence terminate or buy. **Delivering a Repair Request does not extend the Due Diligence Period.**

(A) All Repair Procedure Inspections shall be completed no later than _____ Business Days after the Contract's original primary Effective Date unless all the Parties agree in writing to extend. 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. 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.

(B) No later than _____ Business Days after the date of the Delivered Notice of the Repair Requests, Seller shall Deliver Notice agreeing or not agreeing to make repairs in 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 ("Seller Paid Repairs"). **If the Seller contractually agrees to make all the requested Seller Paid Repairs, the Parties agree to proceed under the amended Contract.** The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not timely respond per above or does not agree to make all the Seller Paid Repairs, the Buyer shall within **2 Business Days** choose any one of the following options (1) accept the Property in its present condition, (2) negotiate a new/amended Contract with the Seller for the payment of these repairs/price or (3) terminate this Contract by Delivered Notice. **IF BUYER FAILS TO ACCEPT, RENEGOTIATE A NEW/AMENDED CONTRACT WITH SELLER, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 BUSINESS DAYS: 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 otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.** The obligations of the Seller for repairs terminate upon Closing.

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.

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9. **INSPECTION/REINSPECTION RIGHTS:** Buyer and SC licensed and insured inspectors ("Inspectors") 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 _____ ☐ **see attached.**

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 inspection 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 inspection 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. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ 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 ☐ not 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. ☒ Buyer ☐ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 15 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 wood 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 a CL100 wood 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. 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, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. 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, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) 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.

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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, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient 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 (e.g. delivering a corrected CDS to the Buyer/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 have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ 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). Buyers have sole responsibility to inspect Property Issues for all their needs.

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 (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. **SEX OFFENDER/CRIMINAL INFORMATION:** 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, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. **SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina 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 and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

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

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23. DEFAULT/BREACH OF CONTRACT:
(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 Seller found in default/breach of Contract.
(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 attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
(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: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

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 South Carolina 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 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 and/or non-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 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.

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

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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 Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 311, 503, 504, 315, 320, 393, 370, 375, 513, 610): See Addendum

29. **NOTICE AND DELIVERY:** Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, 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. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, 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 5 ☐ AM ☒ PM on June 22, 2018 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: Rory M. Isaac Date: 6/20/2018 Time: 7:45 pm

BUYER: Kimberly J. Isaac Date: 6/20/2018 Time: 7:45 pm

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Thomas C. Onions Date: 6/20/2018 Time: 9:05 PM

SELLER: Jacqueline Onions Date: 6/20/2018 Time: 9:05 PM

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: 24 Avenue of Live Oaks, Pawleys Island, SC 29585
email. tconions@sc.rr.com

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TRANSACTIONAL INFORMATION ONLY (Attach SCR390 if space needed for contractual agreement terms):

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): The Georgetown Real Estate Age

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): The Georgetwon Real Estate Agency

ESCROW AGENT CONTACT INFO: 402 Church Street Georgetown, SC 29440

(843)546-2514

LICENSEE: Ed Kimbrough SC LICENSE # 49994 EXPIRES 06/30/2019

BROKER IN CHARGE: Betsy Altman SC LICENSE # 1432 EXPIRES 06/30/2019

BROKERAGE COMPANY NAME: The Georgetown Real Estate Agency

INVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT* ☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGE

MEMBERS OF CCAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 402 Church Street Georgetown, SC 29440

NOTICE EMAIL/FAX:

MOBILE PHONE: (843)359-0394 OFFICE PHONE: (843)546-2514

OTHER:

LICENSEE: Laura Kopchyaski SC LICENSE # 86003 EXPIRES 6/18/19

BROKER IN CHARGE: Jody Nance SC LICENSE # 54971 EXPIRES 6/18/20

BROKERAGE COMPANY NAME: RE/MAX Beach & Golf

INVOLVED AS: ☑ SELLER AGENT ☐ SELLER SUBAGENT ☒ DUAL AGENT ☐ SELLER DESIGNATED AGENT* ☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGE

MEMBERS OF Coastal Carolina ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 14361 Ocean Hwy Unit 28 Pawleys Island, SC 29585

NOTICE EMAIL/FAX: Laurainpawleys@gmail.com

MOBILE PHONE: 516-443-4215 OFFICE PHONE: 843-979-9979

OTHER:

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS. NO AGENT IS NO CLIENT SERVICE, YES CUSTOMER SERVICE.

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

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EQUAL HOUSING OPPORTUNITY

ADDENDUM/AMENDMENT TO

☐ AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [☐ OFFER OR ☐ COUNTEROFFER] OR

☐ RESIDENTIAL RENTAL AGREEMENT OR ☐ OTHER: _____

COVERING THE ☐ REAL PROPERTY ☐ PREMISES ☐ BUSINESS ☐ OTHER: _____

Further described or commonly known as:

Address 24 Avenue of Live Oaks Rd Unit # _____

City Pawleys Island State of South Carolina

Other _____ TMS 04-0184A-001-01-00

The undersigned Parties hereby agree as follows: The $25,000 escrow is nonrefundable except in the event of a non satisfactory resolution of item 7.3 on the attached inspection report.

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 _____ ☐ AM ☐ PM on _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: Rory M. Isaac **Date:** 6/20/2018 **Time:** 7:45 pm

BUYER: Kimberly J. Isaac **Date:** 6/20/2018 **Time:** 7:45 pm

_____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

SELLER: Thomas C. Onions **Date:** 6/20/2018 **Time:** 9:05 PM

SELLER: Jacqueline Onions **Date:** 6/20/2018 **Time:** 9:05 PM

_____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

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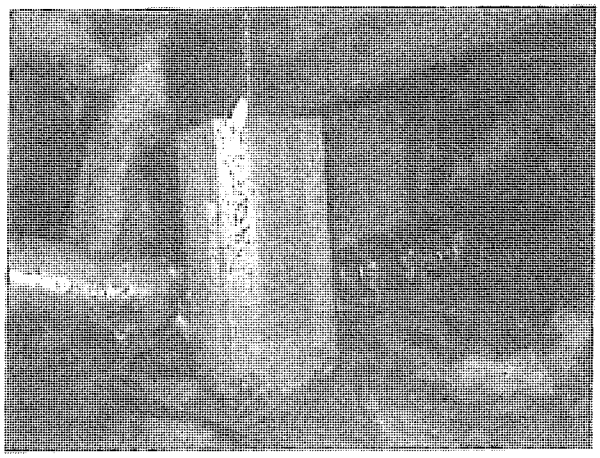
© 2018 South Carolina Association of REALTORS®. 10/2017

Pawleys Island Realty Co LLC, PO Box 306 Pawleys Island SC 29585 Phone: 8435462514 Fax: 843-237-1691 Rory M. Isaac
Ed Kinlebough

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7.3 **Floors (Structural)**

There is an area of the floor that appears to have had a beam installed recently. The current owners did mention that they had a floor area repaired and that the repair was professionally engineered. Recommend confirmation of the engineering. Item 1(Picture)



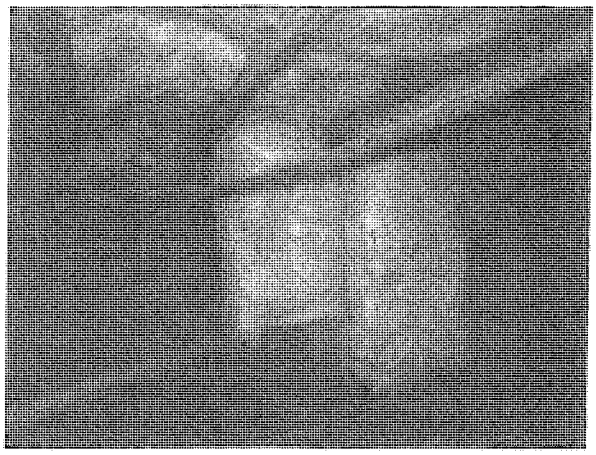
7.3 Item 1(Picture) Wood beam and posts under living area

7.5 **Insulation Under Floor System**

There is a large amount of floor insulation that has fallen or is hanging in the crawl space. Recommend further inspection and correction by a qualified contractor. Item 1(Picture) Item 2(Picture) Item 3(Picture) Item 4(Picture) Item 5(Picture)



7.5 Item 1(Picture) Hanging insulation



7.5 Item 2(Picture) Hanging insulation

EXHIBIT J

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

DATE: 7/11/2018 FILE NO.: 51551

THIS REPORT VALID FOR 30 DAYS ONLY. THIS REPORT IS NOT A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAINS THIS WOOD INFESTATION REPORT.

This is to report that a qualified inspector employed by the below firm has carefully inspected accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying organisms, and wood-destroying fungi. The inspection for the presence of wood-destroying fungi is only required to the level below the first main floor as defined in Section 27-1085 K(3)(f) of the Rules and Regulations for the Enforcement of the South Carolina Pesticide Control Act. This report specifically excludes hidden areas, areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspections of such hidden areas or of such not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying organisms. Probing and/or sounding of those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying organisms or fungi, it must be assumed that there is some damage to the building caused by this infestation, however, any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer, licensed contractor, or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 24 AVE OF LIVE OAKS PAWLEYS ISLAND SC 29585

IF ANY OF THE FOLLOWING ARE MARKED YES, DESCRIBE ON REVERSE.

WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? Yes [✓] No [ ]

INFESTATION:

	Active Infestation YES	Active Infestation NO	Previous Infestation YES	Previous Infestation NO
1. There is visible evidence of :				
a. Subterranean termites	[ ]	[✓]	[ ]	[✓]
b. Drywood termites	[ ]	[✓]	[ ]	[✓]
c. Old house borers	[ ]	[✓]	[ ]	[✓]
d. Powder post beetles	[ ]	[✓]	[ ]	[✓]
e. Other wood-destroying insects	[ ]	[✓]	[ ]	[✓]
2. There is visible evidence of prior subterranean termite treatment	Yes [✓]		No [ ]	
3. There is evidence below the first main floor of the presence of:				
a. Active wood-destroying fungi (wood moisture content > 28% .	Yes [ ]		No [✓]	
b. Non-active wood-destroying fungi (wood moisture content < 28%)	Yes [ ]		No [✓]	
4. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	Yes [ ]		No [✓]	

Wood moisture content of the wooden substructure ranged from 8 %to 18 %.

DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined 27-1085 K(3)(f) SCRR.) At the time of our inspection, there were visibly damaged wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor.). Yes [ ] No [✓]

If the answer is "YES", specify causes and location(s) on back.

Damage Observed. Damage must be disclosed even if repairs are deemed unnecessary. If visible evidence of active or previous infestation caused by any wood-destroying organism is reported, it must be assumed that some degree of damage is present and location(s) must be described on the reverse side of this report. It is recommended that evaluation of damage and any corrections be performed by a licensed contractor or structural engineer approved by the purchaser.

TREATMENT Check Appropriate Box

1. The property described was treated by us for the prevention or control of subterranean termites [✓]
   Wood-destroying organism for which treatment was made date 10/2016
2. An Official Waiver of Standards Form (subterranean termite treatment) has been issued. (NOTE: a signed copy must be attached to this report). [ ]
3. The property is covered by a warranty associated with the above treatment. The purchaser should contact the company reguarding information required to transfer warranty. [ ]
4. The property described has not been treated by us for any wood-destroying organisms. [ ]

See other side of this report for additional conditions governing this report. CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of FORM CL-100 Regulatory and Public Service Programs of Clemson University Revised 7/12 (supersedes earlier version)

#120-0452
Kopchynski 000430

CONDITIONS GOVERNING THIS REPORT
Please read carefully

This report is based on the observations and opinions of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material, which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

This property was not inspected for the presence or absence of health related molds or fungi. This inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for the presence of wood-destroying fungi is only required to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any other health related issues relating to this structure. Questions concerning the presence or absence of health related molds or fungi or other health related issues, which may be associated with this property, should be addressed to a property trained Industrial Hygienist, Physician or Public Health Official.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED

Additional Pages are Attached Yes [ ] No [✓] No. of Pages

INACCESSIBLE AREAS: Some aome areas obstructed by insulation in attic, limited access to attic, the interior finished areas of the entire house, house built on slab with most areas concealed by wall/floor/ceiling coverings, underneath and behind kitchen cabinets, kitchen counters, bathroom vanities, bathtubs, wall voids in all parts of the housing structure, roof soffits, door jambs. The attic was inspected from the access door area only.

2) There is visible evidence of a prior subterranean termite treatment: evidence of drill holes indicates that there has been a conventional termite treatment done sometime in the past.

NOTES: No wood moisture damage above the level of the first main floor will be addresed in this report. This property was not inspected by this firm for the presence or absence of health-related molds, mildew or fungi. We are neither qualified, authorized nor licensed to inspect for health-related molds, mildew or fungi. If you desire information about these issued, it would be prudent to have the entire structure inspected by a licensed structural expert or industrial hygienist before closing.

IMPORTANT NOTICE: By signing or reading this CL-100, Customer/Buyer acknowledges that s/he is NOT relying on or using the statements herein as representations as to the structural condition of the building, whether the building is in need of maintenance or repair, or whether there is damage to the building. Customer/Buyer acknowledges that s/he should consult a certified building inspector to obtain opinions in these areas.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT		Firm:	Lane's Professional Pest Elimination Inc
C0029431 BRENT COLE		By:	Joseph Shehoen
(MUST BE CERTIFIED IN CATEGORY 7A)		ADDRESS:	PO Box 14973
Buisness License Number	B0001184	OF FIRM:	Surfside Beach SC 29587

ACKNOWLEDGMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

This report and the issuing licensee are regulated by Clemson University's Department of Pesticide Regulation.

#120-0452
Kopchynski 000431

EXHIBIT K

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Rory M. Isaac
March 28, 2019



MILLIGAN COURT
REPORTING

CHERI MILLIGAN

SCHEDULE@COURTREPORTINGSC.COM
843.224.5211

Original File 3-28-19(2).txt
Min-U-Script® with Word Index

STATE OF SOUTH CAROLINA	)IN THE COURT OF COMMON
COUNTY OF GEORGETOWN	)PLEAS)FIFTEENTH JUDICIAL CIRCUIT)CASE NO. 2018-CP-22-00956
RORY M. ISAAC AND KIMBERLY J. ISAAC, PLAINTIFFS, vs. THOMAS C. ONIONS, JACQUELINE ONIONS, LAURA KOPCHYNSKI AND LANE'S PROFESSIONAL PEST ELIMINATION, INC., DEFENDANTS.	))DEPOSITION OF:)RORY M. ISAAC)))))

DATE: Thursday, March 28, 2019

TIME: 1:53 p.m.

LOCATION: Oxner & Stacy Law Firm
235 Church Street
Georgetown, South Carolina 29442

REPORTER: Michele Darling Neville, RPR

Michele Darling Neville, RPR
Independent Contractor working in
association with Milligan Court Reporting
Telephone: (843) 224-5211
Email: schedule@courtreportingsc.com

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A P P E A R A N C E S

For Plaintiffs:	Bellamy, Rutenberg, Copeland, Epps, Gravely & Bower, PA By: George W. Redman, III, Esquire 1000 29th Avenue North Myrtle Beach, South Carolina 29578 Email: GRedman@BellamyLaw.com
For Defendants: Thomas C. Onions & Jacqueline Onions	Oxner & Stacy Law Firm By: Harry A. Oxner, Esquire 235 Church Street Georgetown, South Carolina 29442 Email: HOXNER@OXNERANDSTACY.COM
For Defendant: Laura Kopchynski	Earhart, Overstreet, LLC By: Steve Kropski, Esquire 878 Whipple Road Mount Pleasant, South Carolina 29464 Email: steve@earhartoverstreet.com.
For Defendant: Lane's Professional Pest Elimination, Inc.	Kernodle, Root & Coleman By: Trent Kernodle, Esquire 914 Folly Road Charleston, South Carolina 29412 Email: TKERNODLE@KERNODLELAW.COM.
Also Present:	Kimberly J. Isaac

I N D E X

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R. Isaac Dep.
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A That's exactly what was happening.

Q I -- so that's what I mean. Who saw water flowing into the crawl space and who told you that Laura was aware of water flowing into the crawl space?

A I don't know. I can't answer that specific question.

Q Is it possible that this letter is a little bit inaccurate?

MR. REDMAN: Object to the form of the question.

THE WITNESS: It's possible you're interpreting differently than what we wrote it to mean.

BY MR. KROPSKI:

Q Okay. So we agree that Laura did -- that you don't know of any time Laura saw water flowing underneath the house?

A I do not.

Q Okay. Can you go to the second page, third -- second full paragraph?

A Okay.

Q Third paragraph. All right. Third sentence in there, it says: "The Onions also neglected to disclose that they had installed two mechanical sump pumps in a failed effort to stop the repeated water damage."

A Okay, tell me where you are again.

Q The third paragraph down. Second full paragraph.

R. Isaac Dep.
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people. And then didn't act at all knowing -- and also knew the Onions didn't follow the recommendations. Didn't follow the recommendations. And she chose not to disclose that.

That, to me, is concealing it. If you don't disclose something that you know and you have an obligation to do that, I would -- I would call that concealing it. That's how I would interpret that. So that is my answer to your question why I would say she concealed it.

BY MR. KROPSKI:

Q Okay.

A Okay.

Q Exhibit 5, can you look at that?

A I can.

Q The inspection.

A We can. All right. Let me put these back because I'm trying my best to keep these in order.

Okay. Exhibit 6 is what you want?

Q Yep.

A Okay. That's the Cornerstone home inspection report?

Q Yes.

A Okay.

Q Exhibit 6 is the Cornerstone home inspection summary.

A Okay.

Q And paragraph seven.
A Okay.
Q Or section seven.
A Okay.
Q Talks about the crawl space.
A Yep.
Q And it mentions 7. -- let's see -- 5. Pardon me, 7.6.
A Okay.
Q Item -- picture one, dampness in crawl space. Picture two, dampness in crawl space. Picture three, missing vapor barrier, damp ground. Picture four, wet debris on top of vapor barrier. Picture five, missing vapor barrier/dead ground. Picture six, no vapor barrier, damp ground. We -- you saw this before putting in the offer; correct?
A Correct.
Q Okay. And you did not have a property inspection performed yourself?
A I did. By Lane's.
Q Okay.
A Who did a CL-100. And came back. And if all this stuff was there, it should of been noted in the CL-100. It was not. It came back. My attorney that I used to close this thing says one of the best -- one of the best CL-100s

he had ever seen. He said, You should be happy. This is a great CL-100.

So all of this stuff, in my mind, this is what we depended on. When we saw this, we wanted a CL-100. If there was moisture down there, the CL-100 should of told us that. And that CL-100 not only didn't tell us that, it told us that it was great.

Q Okay.

A It was great. Eight to 18 percent. Now I've come to learn, to my detriment, that that's probably a big pile of bologna. But that's what it said and that's why we didn't feel like we needed to do anything else.

We had a -- we had a CL-100 report that very clearly said you don't have a problem with moisture under your house.

Whereas a month -- and what Mr. Onions gave us was these repair verifications that said I've taken care of it. And you know what we thought? Oh, man, it's working. It's doing the job it's supposed to do, because Lane's CL-100 says it's great.

So, yes, I had it inspected by a qualified, licensed by the State of South Carolina, I think, to do CL-100s. And as I read the CL-100, there's a lot of laws that you lawyers have written around that, or legislature with lawyers in it, has written around that CL-100. And I

depended upon on its truthfulness and its accuracy. Again, to my detriment.

Q Okay.

A Okay.

MR. OXNER: Easy on the lawyers.

MR. KROPSKI: We're not evil.

BY MR. KROPSKI:

Q And the inspection report, which was provided to you--

A Uh-huh.

Q -- and then the repair verification that said Emery Custer did this -- put the fan under. And you were aware of that; correct?

A Yes, we were.

Q Is there a reason that Laura knew something different than what you knew as far as the fan and the effectiveness of the repairs that were done under the house?

A What Laura knew that we didn't know -- that my wife and I didn't know when we closed this transaction, was that there was a May 16th and a June the 18th CL -- not CL-100, the one done in May was a moisture proposal. A moisture remediation proposal done by Stark.

And then June the 18th, what we got was -- what they got was a CL-100 that showed elevated moisture levels and wood-destroying fungi, wet conditions, standing water.

EXHIBIT L

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Laura Kopchynski
March 27, 2019



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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GEORGETOWN	)	
Rory M. Isaac and Kimberly J. Isaac,	)	CASE NO.: 2018-CP-22-00956
	)	
	)	DEPOSITION OF:
Plaintiffs,	)	Laura Kopchynski
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

DATE: Wednesday, March 27, 2019

TIME: 1:02 p.m.

REPORTER: Holly Hiott O'Quinn, RPR

LOCATION: Oxner & Stacy, PA
235 Church Street/Highway 17
Georgetown, SC 29442

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For Defendant: Kopchynski	Earhart Overstreet, Attorneys at Law By: Steven R. Kropski, Esq. 878 Whipple Road, Suite 200 Post Office Box 22528 Mt. Pleasant, SC 29464 (843) 972-9400
For Defendant: Lane's	Kernodle Root & Coleman By: Trent M. Kernodle, Esq. 914 Folly Road, Suite 2 Post Office Box 13897 Charleston, SC 29422-3897 (843) 795-7800
Also Present:	Rory Isaac Kimberly Isaac

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one, which I believe was in MLS. It's just features about the house. It's the ceiling, the 10-foot ceiling, whatever all it is. Just special features. Nothing -- anything that would be something in addition to what you'd expect outside of basic information.

Q Okay. And on Exhibit 28, we talked about information that went into your binder that was at the house.

A Yes.

Q And you said one of the things that was in that binder was a list of special features. Is that what you were talking about?

A Yes.

Q Okay. And you're going to look and see if you can find that?

A Uh-huh.

Q Okay. Great. Do you know whether the -- did you know at any time that the yard had pumps, drainage pumps, installed?

A I found out the day of closing.

Q Okay. So those pumps wouldn't have gone on that special features list?

A No. And I wouldn't think so.

Q Because if it went on that list, you would have put it on that list. You would have typed it in

there?

MR. KROPSKI: Object to the form.

THE WITNESS: No, I don't think there's a -- no. I don't know how to answer that question.

BY MR. REDMAN:

Q So you found out --

A There's not a feature -- I believe a feature icon to put in here for that.

Q Would it be out of the ordinary to have the drainage pumps listed as a feature of the house?

A I can't answer to that what's ordinary or -- I cannot answer to what would be ordinary or out of ordinary.

Q Okay.

A If they had a pump -- I would -- yeah, I don't know how to answer that.

Q Okay. But you didn't know of the pumps -- you found out about the pumps, pumps in the yard?

A And I still to this day do not know where -- apparently there is a pump somewhere in that yard. And to this day, I cannot tell you -- I have not seen it and I cannot tell where it is or how it works.

Q Okay. To your knowledge, there's one?

A I believe so. But I'm not 100 percent sure.

Q Okay. And how did you find out about that

pump?

A The day of closing, I got either a phone call or a text message -- I can't recall -- from the Isaacs' agent, Ed Kimbrough, and asked if the Onionses had their electronic door openers. And I had asked them -- I called and asked them. They said we have one; one we returned with a leased car or a rental car or whatever years ago. We only have one. I said, okay, do you have it? Can I come get it? They said yes.

So I left my office. I stopped at their place of residence where they were staying. I picked up the garage door opener and I offered to bring it straight to the Isaacs. And Ed said if they were not there, just to leave it by the door mat. And when I pulled up in the driveway, Rory's brother Ross -- is it Ross -- was there, and he actually met me in the driveway. And I offered my condolences because they had just lost their brother --

Q Okay.

A -- a few days before. And I felt terrible. So he, you know, thanked me for his condolences and then just started asking me all these questions about drainage. Where is the drainage in this yard. Where does the water flow. Like out of the clear blue sky. I said, I have no idea what you're talking about. I do

not know how to answer your questions. If you would like, I could try to get ahold of Mr. Onions; he was just home a little while ago when I was there to pick up the garage door opener.

Q You mean home, he wasn't at the --

A He was at his home at his residence. Mr. Onions was at his residence when I went to go pick up the garage opener.

Q He was at 24 Avenue of Live Oaks?

A No.

Q He was at his new -- so we're talking about after closing?

A This is the day of closing.

Q Are we talking about before closing or after?

A After. So the deed had been recorded. The Issacs had the keys. They had possession of the home, and I was dropping off the garage door opener. I arrived at 24 Avenue of Live Oaks. Ross Isaac was in the driveway and started asking me drainage questions. I offered to call Tim Onions so he could have his questions answered, because I had no idea what he was -- I did not have the answers to his questions.

So he agreed. And I got Mr. Onions on my cell phone, and I went to hand Ross the phone and he said, no, put it on speaker. I said, okay, that's

fine. I put it on speaker and he proceeded to ask Mr. Onions questions about water flow. I can't even recall all the questions he asked him. And Tim, at that point, said there was a pump. And I interjected and I said, where is a pump. Is it in the crawl space. And he said no. And he proceeded to say that it was somewhere behind the garage, I believe. And Ross was several steps ahead of me. He was walking very fast. I had my phone on speaker. And he would get to wherever, see what he wanted to see, and then ask the next -- it was kind of like a scavenger hunt on my phone. He would say, okay, I see that. Now, where is this. Now, where is this. And we were literally walking very fast-paced around the yard. I was basically following Ross at that point. And he had asked where the water drained out from. And Tim directed us over the phone to walk across the street into the corner. There was a -- he said there was some rocks with a pipe, and that's where the water discharged from.

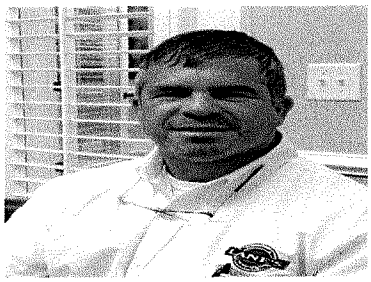
Ross had all of his questions answered, and then we hung up with Tim. And then Ross wanted to give me a tour of the yard to show me all of the improvements that he and the Isaacs had planned on making, which he said was they were putting in a new

EXHIBIT M

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Joseph Sheheen
June 12, 2019



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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GEORGETOWN	)	
Rory M. Isaac and Kimberly J. Isaac,	)	CASE NO.: 2018-CP-22-00956
	)	
	)	DEPOSITION OF:
Plaintiffs,	)	Joseph Sheheen
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

DATE: Wednesday, June 12, 2019

TIME: 10:03 a.m.

REPORTER: Holly Hiott O'Quinn, RPR

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For Defendant: Lane's	Kernodle Root & Coleman By: Stephen M. Kozick, Esq. 914 Folly Road, Suite 2 Post Office Box 13897 Charleston, SC 29422-3897 (843) 795-7800
Also Present:	Rory Isaac Kimberly Isaac Michael Coffey

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had requested it?

MR. KOZICK: Object to the form.

THE WITNESS: Yes.

BY MR. REDMAN:

Q Okay. And look past the two pages of the e-mail -- well, first on there, she's sending it to an Ed Kimbrough. Do you know Ed?

A No.

Q Okay. And on the front, there's also a Laura Kopchynski. Do you know Laura?

A No.

Q Okay. And I assume you don't know anybody else on there either, Rory Isaac or Donna Coker?

A I do not.

Q Okay. And then the next two pages of Exhibit 17, are those -- are those two pages your complete July CL100 report done on the property?

A Yes.

Q Okay. Like we've talked about, the last page is the invoice that you wouldn't have had anything to do with?

A Yes.

Q Yes, that's what that document is?

A That's right.

Q Okay. Thank you. All right. So you can