

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

Appellant Case No. 2019-001822

RECEIVED

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SC Court of Appeals

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 II OF III

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INDEX

VOLUME I

Orders, Judgments Decrees or Decisions

Order on Motions for Summary Judgment (Form 4) (<i>filed</i> July 26, 2019)	
Denying Summary Judgment Motion of Defendants Thomas and Jackie Onions, and	1
Granting Summary Judgment Motion of Defendant/Respondent, Laura Kopchynski	1
Order Granting Laura Kopchnyski's Motion for Summary Judgment (<i>filed</i> August 12, 2019)	4
Order denying Plaintiffs'/Appellants' Motion to Alter and Amend (<i>filed</i> Sept. 25, 2019)	14

Pleadings

Complaint with Exhibits (<i>filed</i> Nov. 16, 2018)	17
Answer of Laura Kopchynski (<i>filed</i> Dec. 19, 2018)	62
Notice of Appeal (<i>served</i> Oct. 24, 2019; <i>filed</i> Oct. 25, 2019)	73
Corrected Notice of Appeal (<i>served</i> Oct. 25, 2019; <i>filed</i> Oct. 28, 2019)	94

Transcripts

Transcript of Record; Hearing on Motions for Summary Judgment, July 26, 2019;	96
re: Kopchybnski's Motion for Summary Judgment	117

Other Materials and Documents

Defendant Onions' Motion for Summary Judgment (<i>filed</i> June 28, 2019)	133
Defendant Kopchynski's Motion for Summary Judgment (<i>filed</i> July 8, 2019)	135
Defendant Kopchynski's Memorandum in Support of Motion for Summary Judgment (<i>filed</i> July 24, 2019)	137

VOLUME II

Plaintiffs' Memorandum in Opposition to the Motions for Summary Judgment with Exhibits (<i>filed</i> July 26, 2019)	251
Motion to Alter and Amend and Memorandum in Support with Exhibits (<i>filed</i> Aug. 5, 2019)	286

Defendant Kopchynski’s Memorandum in Opposition to Motion to Alter or Amend Judgment (<i>filed</i> Aug. 29, 2019).....	302
Memorandum in Further Support of Motion to Alter or Amend with Exhibits (<i>filed</i> Aug. 30, 2019).....	399
Plaintiffs’ Third Memo in Support of Motion to Amend (<i>filed</i> Sept. 20, 2019)	412
Affidavit of Brad Cromartie (<i>filed</i> July 24, 2019)	414
Affidavit of Henry S. Moore, IV (<i>filed</i> July 24, 2019)	425
Affidavit of Andy Ward of Stark Exterminators (<i>filed</i> July 24, 2019)	433

VOLUME III

Deposition Transcript of Defendant, Kopchynki (<i>pages: 33-36, 52-53, 65-66, 68-69, 78, 81-82, 84-85, 101-107, 110- 114, 136- 141,148-149, 162-163, 185-189, 200</i>)	457
Deposition Transcript of Plaintiff R. Isaac (<i>pages: 56, 60, 63-68, 131-132</i>).....	503
Deposition Transcript of J. Onions (<i>pages:36, 83</i>).....	516
Deposition Transcript of T. Onions (<i>pages: 38, 51-54,110, 166-168, 172, 209</i>).....	521
Deposition of Emery Custer (<i>pages: 22, 89-91, 108-109, 111-112, 117-119</i>)	535
Deposition of J. Sheheen (<i>pages:77-78, 113, 117, 119-121, 125, 131-132, 136-137, 144-146, 150-152, 154, 161, 170-171, 176, 179-180, 183-185</i>)	549
Deposition of E. Kimbrough (<i>pages: 13,15-16, 19-22, 57, 64-65</i>).....	580
Deposition Exhibit 4; S.C. Disclosure Statement (Cole Contract) (<i>filed</i> July 26, 2019)	593
Deposition Exhibit 9; Em. from Kopchynski to Palmer	599
Deposition Exhibit 15; S.C. Disclosure Statement (Isaac Contract) (<i>filed</i> Nov. 11, 2018)	602
Deposition Exhibit 30; Litchfield Plantation Newsletter	608
May 10, 2018 CHI Inspection Report (<i>filed</i> Nov. 11, 2018)	612
May 16, 2018 Stark Exterminators Report (<i>filed</i> Nov. 11, 2018).....	622
June 18, 2018 Lane’s Professional Pest Elimination CL-100 Report (<i>filed</i> Aug. 30, 2019)	625
June 21, 2018 Text Messages between Kopchynski and J. Onions (<i>filed</i> July 26, 2019)	628

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	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	MEMORANDUM OPPOSING
	)	DEFENDANTS' MOTIONS
	)	FOR SUMMARY JUDGMENT
Thomas C. Onions, Jacqueline Onions,	)	
Laura Kopchynski, and	)	
Lane's Professional Pest Elimination, Inc.	)	
	)	
Defendants.	)	
	)	

TO: STEPHEN M. KOZICK, ATTORNEY FOR LANE'S PROFESSIONAL PEST ELIMINATION, INC., STEVEN R. KROPSKI, ATTORNEY FOR LAURA KOPCHYNSKI, AND HARRY A. OXNER ATTORNEY FOR DEFENDANTS ONIONS

Plaintiffs, by and through their undersigned attorneys, Oppose Defendants Thomas ("Tim") C. Onions and Jacqueline Onions' Motion for Summary Judgment, filed June 28, 2019, and Defendant Laura Kopchynski's Motion for Summary Judgment, filed July 8, 2019.

On July 23, 2018, Mr. & Mrs. Isaac purchased Mr. & Mrs. Onions' house. Defendants fraudulently conspired to conceal a history of flooding, poor drainage, and excessive moisture in the crawlspace of the residence. Clear evidence of active concealment includes:

1. Failing to disclose the May 16, 2018 report of Andy Ward of Stark Exterminators documenting excessive moisture conditions throughout the crawl space, wood decay fungi, existing visible damage, and possible hidden damage at numerous specific locations in the crawlspace. Defendant real estate agent Kopchynski had asked Mr. Ward to inspect the house, and he personally delivered and explained his report to her and Defendant Jackie Onions;
2. Defendant Kopchynski transmitted multiple versions of a "Repair Verification Form" dated May 25, 2018, to Plaintiffs, purportedly "prepared by the contractor," suggesting appropriate repairs had been performed by a qualified contractor. During discovery, Plaintiffs learned this Form had been secretly forged by Defendant Tim Onions on letterhead of the Defendants' "drone" handyman, Emery Custer. Emery Custer had never seen this Form, is not a licensed general contractor, had no experience remediating moisture in crawl spaces in the Low Country, did only what he was told to do by Mr. Onions, was never shown any inspection reports, and the work he performed concealed and worsened damage in the crawl space;

3. With specific knowledge of the May 16, 2018, Stark Report, and purported repairs completed May 25, 2018, Defendant real estate agent Kopchynski emailed Plaintiffs' Realtor on June 19, 2018, misrepresenting the findings of a CL-100 wood infestation report completed by Defendant Lane's Professional Pest while inducing Plaintiffs into making an immediate offer. Defendant Kopchynski erroneously stated a "CL-100 was done yesterday and from what I understand, it was good." Lane's first report was not "good" as it confirmed excessive moisture and wood decay fungi "throughout" the crawl space. Although Defendant Kopchynski admits she later received and reviewed the Lane's CL-100 report in June, she did not disclose the document, mention it again, or correct her prior misrepresentation;
4. Forwarding misrepresentations on the South Carolina Residential Property Disclosure Statement (CDS) of April 23, 2018, and later despite having actual knowledge of the problems identified by the Stark report of May 16, 2018 as confirmed by the Lane's Professional Pest CL-100 report of June 18, 2018, failing to correct any said misrepresentations within their June 20, 2018 "updated" CDS. The only change made to the CDS was a reference to the Repair Verification Form forged by Tim Onions. The continuing misrepresentations include:
 - a. Failing to disclose moisture and fungi problems in the foundation [crawl space] of the Property (Question #7);
 - b. Failing to disclose the installation of a non-engineered underground irrigation system with several sump pumps discharging water on the property of others (Questions #12, 14);
 - c. Failing to disclose present or past infestation of wood destroying insects or organisms or dry rot or fungus and representing that Defendant Lanes was providing pest control when (Section IV);
 - d. Failing to disclose violations of zoning laws and restrictive covenants involving cutting through the neighboring roadway surface to bury pipes for discharge from sump pumps onto the property of others (Questions#15, 16);
 - e. Failing to disclose problems caused by water to the property (Question#19);
 - f. Failure to disclose flood hazards and drainage problems affecting the property (Questions #20, 21); and,
 - g. Forging a false "Repair Verification Form (Section IX)."
5. Prior to closing, Plaintiffs insisted upon having their own CL-100 report. Defendants steered them away from Stark Exterminators and toward Defendant Lane's Professional Pest, in part by misrepresenting that Lane's routinely handled standard pest control for the house, and by suggesting that using Stark Exterminators would be "awkward." The Lane's inspector, Joseph Sheheen, admits that he had numerous discussions with Mr. &

Mrs. Onions on site about fixing excessive moisture in the crawl space, while Mr. & Mrs. Onions largely denied any substantive discussions. Mr. Sheheen also testified as follows:

- a. He didn't draft or review the July 11, 2019 CL-100 form before it was sent to Mr. & Mrs. Isaac, and he didn't actually see the report until after this lawsuit was filed;
- b. While his name is signed on the CL-100, that signature was forged in such a way that the Isaacs would not know it was actually signed by an office secretary (whom was no longer working for Lane's as of the time of the deposition);
- c. While he would have remembered performing the June 20, 2019 inspection just two weeks earlier, Mr. & Mrs. Isaac would not have known it was conducted by Lane's because Mr. Sheheen's July 11, 2019 CL-100 doesn't mention that inspection, nor does it mention the excessive moisture and wood decay fungi problems noted therein, nor is there any mention of the remediation measures he purportedly recommended, nor does it explain where any particular moisture readings were taken or where any purported termite drill holes were located;
- d. That minimum summertime moisture reading in an open crawl space is 12%, however, his July CL-100 states moisture readings were at 8% at some unidentified location;
- e. That the wood decay fungi noted throughout the crawlspace in the June CL-100 report had completely disappeared on its own in two weeks;
- f. The CL-100 is incorrect and does not relate to the residence because it says the house is on a slab foundation; and,
- g. While the CL-100 states that Lane's treated the entire house for termites in October 2016, Mr. Sheheen admits this is not only incorrect, but that such information in his report could not have come from him;

In sum, there is clear evidence that could lead the finder of fact to determine that all Defendants conspired together fraudulently conceal material facts during the sale of the Property.

Defendants argue the principle of caveat emptor, i.e., *Buyer Beware!* While they acknowledge their willful and repeated misrepresentations, they seek to escape liability for fraud and conspiracy by suggesting an investigation as to their misrepresentations would have uncovered those lies. The Supreme Court in this State "has consistently rejected caveat emptor and adopted the civil law rule of caveat venditor [i.e., *Seller Beware!*] as part of the common law of South Carolina" in connection with the sale of houses. *Lane v. Trenholm Bldg. Co.*, 267 S.C. 497, 502,

229 S.E.2d 728, 730 (1976); *See also Gov't Emps. Ins. Co. v. Chavis*, 254 S.C. 507, 525, 176 S.E.2d 131, 140 (1970)(*citations omitted*). Indeed, the “law should not orphan the purchaser of a house, who has likely invested his life savings...” *Lane*, 267 S.C. at 503.

In South Carolina, the seller of real property has a duty to disclose material facts to the purchaser “[w]here material facts are accessible to the [seller] only and he knows them not to be within the reach of the diligent attention, observation and judgment of the purchaser.” *Lawson v. Citizens & S. Nat’l Bank of S.C.*, 259 S.C. 477, 485, 193 S.E.2d, 124, 128 (1972).

FACTUAL SUMMARY

On July 23, 2018, Mr. & Mrs. Isaac purchased Mr. & Mrs. Onions’ house in Litchfield Plantation, with an address of 24 Avenue of Live Oaks in Pawley’s Island (the Property). Mr. & Mrs. Onions had purchased the Property back in January of 2014, and since that time the Property has experienced problems including flooding, poor drainage, and excessive moisture in the crawlspace of the residence. Defendants conspired to fraudulently conceal these problems, and as a result this Action involves causes of action for Fraud (including Fraud in the Inducement), Misrepresentation, violations of the South Carolina Residential Property Condition Disclosure Act, Civil Conspiracy, Negligence, Breach of Contract, and Breach of Contract accompanied by a Fraudulent Act.

A. COLE CONTRACT – FAILED SALE DUE TO LOW APPRAISAL

Defendant Kopchynski is a real estate agent (both a neighbor and close personal friend of Mr. and Mrs. Onions for the past 5 to 6 years) who listed the Property for sale in April of 2018. (Dep. of Kopchynski, p. 33-34) Kopchynski’s fee would be a \$15,000.00 commission from the sale. (*Id.* 148-49) Kopchynski initially provided the requisite South Carolina Residential Property Condition Disclosure Statement (CDS) which was filled out solely by Tim Onions. (Dep. of Kop.

p. 68-69; Dep. of J. Onions p. 36). By and through the CDS, the Onions represented they had no knowledge of any problem or conditions in the crawl space foundation, that Lane's had provided termite/pest treatment, they had not installed any mechanical systems such as underground pumps to pump water under the street and onto the property of others; no knowledge of problems caused by wood destroying organisms, dry rot or fungus; there were no prior violations of restrictive covenants or other land use restrictions affecting the Property; no knowledge of problems caused by water, drainage issues, or flood hazards during their ownership; and, there were no other known material issues. (Dep. of T. Onions, Exhs. 4, 15) The Onions knew the Disclosure was incomplete, misleading, and inaccurate when it was signed on April 23, 2018, and Plaintiffs would not have purchased the Property had they been told the truth as to the Property's problems with storm water drainage, flooding, and their numerous failed remediation efforts attempted by the Onions. (Dep. of R. Isaac 63-65, 131-32)

On May 10, 2018, prior prospective buyers Mr. & Mrs. Cole, (not a party to this Action) entered into a Contract to buy the Onions' Property and they had Cornerstone Home Inspections of SC, LLC perform an inspection. Their report noted issues in the crawl space including hanging and missing insulation, missing vapor barriers, debris, and damp ground. The home inspection recommended further inspection by a "crawl space specialty company" (Dep. of Kopchynski, p. 78, 81-82).

Defendant Kopchynski knew that Stark Exterminators is a crawl space specialty company, and Jackie Onions authorized her to her to call and schedule an inspection. (*Id.*) On May 18, 2018, Andy Ward of Stark Exterminators completed a detailed inspection graph specifically depicting serious problems in the crawl space. (Aff. of Ward, ¶ 6). The report was hand delivered to Mrs. Onions and Defendant Kopchynski. (*Id.* ¶¶ 7-11). 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. (*Id.* ¶ 7) Defendant Kopchynski was aware of the issues identified in the May 16, 2018 Stark report, because she personally ordered the inspection, and the report was personally delivered and explained to her by Andy Ward (Aff. of Ward, ¶¶ 4-11). The May 16, 2018 report of Andy Ward of Stark Exterminators was never disclosed to Plaintiffs, and although the problems identified therein made statements in their CDS misleading and inaccurate, the CDS was not revised. (*See Id.* ¶15). Plaintiffs would not have purchased the Property if problems in the May 16, 2018 Stark report had been disclosed to them. (Dep. of R. Isaac, pp. 131-32).

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 an unqualified handyman, Emery Custer, to complete inexpensive patchwork repairs to hide the severity of the problems and existing damage to the Property. After discovery, Plaintiffs learned that Mr. Custer was not a licensed general contractor and that he had no experience with the crawl space moisture issues in coastal South Carolina (Dep. of Custer, pp. 22, 108-09), and that the patchwork repairs included building code violations and caused additional damage. (*See* Aff. of Moore, Ex. B pp. 1-3, Ex. C. pp. 1-2).

Thereafter, Defendant Kopchynski transmitted multiple versions of a “Repair Verification Form” dated May 25, 2018, to Plaintiffs, purportedly “prepared by the contractor,” suggesting appropriate repairs had been performed by a qualified contractor. (*See* Ex. A – 06/20/18 Emails from Kopchynski re: Repairs). During discovery, Plaintiffs learned this form had been secretly forged by Defendant Tim Onions on letterhead of the Defendants’ “drone” handyman, Emery Custer. (Dep. of T. Onions, pp. 167-68, 172 ln. 21, 209) Emery Custer had never seen this Form, is not a licensed general contractor, had no experience remediating moisture in crawl spaces in the Low Country, did only what he was told to do by Mr. Onions, was never shown any inspection

reports, and the work he performed concealed and worsened damage in the crawl space. (Dep of Custer, pp. 108-09, 111-12, 117-18; *See* Aff. of Moore, Ex. B pp. 1-3, Ex. C. pp. 1-2).

Almost one month later, the Onions hired Lane's Professional Pest to perform a CL-100 wood infestation report, which necessarily included an inspection of moisture in the crawl space. At the same time, the Cole contract was terminated due to a low appraisal and the loss of bank financing. With specific knowledge of the May 16, 2018 Stark Report, and Custer's cover-up repairs of May 25, 2018, Kopchynski emailed Plaintiffs' Realtor on June 19, 2018 and misrepresented the findings of the CL-100 wood infestation report while inducing and pressuring Plaintiffs into making an immediate cash offer. (*See* Ex. B – 06/19/18 Email from Kopchynski with CL 100 Misrep.). Defendant Kopchynski erroneously stated the "CL-100 was done yesterday and from what I understand, it was good." (*Id.*) However, the truth is that Lane's first report was not "good" as it confirmed excessive moisture and wood decay fungi "throughout" the crawl space. (Dep. of Sheheen, p. 119-121) Defendant Kopchynski admits that she later received and reviewed the Lane's CL-100 report in June, yet she did not disclose the document, mention it again, or correct her misrepresentation. (Kopchynski Depo., pp. 113-114).

B. THE ISAAC CONTRACT

Without knowing that the Onions and Mrs. Kopchynski were concealing material information, Plaintiffs entered into a contract to purchase the Property on or around June 20, 2018 (hereinafter "Contract"). The Contract was contingent upon Defendants completing and delivering an accurate CDS. (*See* Ex. C – Contract, p. 5). Defendants Kopchynski, Mr. and Mrs. Onions delivered the original April 23, 2018 CDS to the Plaintiffs on or around June 20, 2018. Despite having actual knowledge of the problems identified by the May 16, 2019 Stark report and the June 18, 2019 CL-100 report by Lane's, the original material inaccuracies were not modified or

corrected. The only change made to the CDS was a reference to the Repair Verification Form forged by Tim Onions. The continuing misrepresentations include:

- a. Failing to disclose moisture and fungi problems in the foundation [crawl space] of the Property (Question #7);
- b. Failing to disclose the installation of a non-engineered underground irrigation system with several sump pumps discharging water on the property of others (Questions #12, 14);
- c. Failing to disclose present or past infestation of wood destroying insects or organisms or dry rot or fungus and representing that Defendant Lanes was providing pest control when (Section IV);
- d. Failing to disclose violations of zoning laws and restrictive covenants involving cutting through the neighboring roadway surface to bury pipes for discharge from sump pumps onto the property of others (Questions#15, 16);
- e. Failing to disclose problems caused by water to the property (Question#19);
- f. Failure to disclose flood hazards and drainage problems affecting the property (Questions #20, 21); and,
- g. Forging a false "Repair Verification Form (Section IX)."

Prior to closing, Plaintiffs insisted upon having their own CL-100 report. When Plaintiffs received the July 11, 2018 Lane's CL-100 report, it seemed to confirm the misrepresentations within the forged Repair Verification Form allegedly prepared by the contractor, as well as the misrepresentations that Laura Kopchynski had forward in her email to Ed Kimbrough stating the first Lane's CL-100 was "good," as well as the numerous misrepresentations in the first and second CDSs. Unfortunately, the discovery process in this Action has made it clear the Lane's CL-100 inspector, Joseph Sheheen, conspired with Mr. and Mrs. Onions to artificially and temporarily lower moisture readings with a fan.

The discovery in this Action has revealed that Defendants first steered Plaintiffs away from Stark Exterminators and toward Defendant Lane's Professional Pest, in part by misrepresenting that Lane's routinely handled standard pest control for the house (Dep. of

Sheheen, p. 125), and by suggesting that using Stark Exterminators would be “awkward.” (Dep. of Kopchynski, p. 138, 141). The Lane’s inspector, Joseph Sheheen, admits that he had numerous discussions with Mr. & Mrs. Onions on site about fixing excessive moisture in the crawl space, while Mr. & Mrs. Onions largely denied any substantive discussions. (Dep. of Sheheen, p. 136-37, 183-85; Dep. of Jackie Onions, p. 83) Mr. Sheheen also testified as follows:

- a. He didn’t draft or review the July 11, 2019 CL-100 form before it was sent to Mr. & Mrs. Isaac, and he didn’t actually see the report until after this lawsuit was filed (Dep. of Sheheen, p. 150-51);
- b. While his name is signed on the CL-100, that signature was forged in such a way that the Isaacs would not know it was actually signed by an office secretary (whom was no longer working for Lane’s as of the time of the deposition) (Dep. of Sheheen, p. 152);
- c. While he would have remembered performing the June 20, 2019 inspection just two weeks earlier, Mr. & Mrs. Isaac would not have known it was conducted by Lane’s because Mr. Sheheen’s July 11, 2019 CL-100 doesn’t mention that inspection, nor does it mention the excessive moisture and wood decay fungi problems noted therein, nor is there any mention of the remediation measures he purportedly recommended, nor does it explain where any particular moisture readings were taken or where any purported termite drill holes were located (Dep. of Sheheen, p. 132, 170-71);
- d. That minimum summertime moisture reading in an open crawl space is 12%, however, his July CL-100 states moisture readings were at 8% at some unidentified location (Dep. of Sheheen, p. 144-46, 176);
- e. That the wood decay fungi noted throughout the crawlspace in the June CL-100 report had completely disappeared on its own in two weeks (Dep. of Sheheen, p. 179-180);
- f. The CL-100 is incorrect or does not relate to the residence because it says the house is on a slab foundation (Dep. of Sheheen, p. 154); and,
- g. While the CL-100 states that Lane’s treated the entire house for termites in October 2016, Mr. Sheheen admits this is not only incorrect, but that such information in his report could not have come from him (Dep. of Sheheen, p. 113, 117, 125, 154, 161);

While the Contract stated the closing would take place by July 31, 2018, Plaintiffs agreed to close on early Monday, July 23, 2018. On the Monday before closing, the area experience significant

rainfall. During a walk around the house before closing, the Isaacs saw that the Onions had the sprinkler system running, and this appeared to make the ground excessively damp. Shortly thereafter, Plaintiffs learned why the Onions were using their sprinklers to hide their drainage problems. (Dep. of R. Isaac, p. 60). Two days after closing, the area experienced another significant rain event, and the Property flooded. (Exh. of Kopchynski, Exh. ____)

Plaintiffs immediately traveled back from West Virginia and contacted a pest control that they had never heard of, but was a company that was recommended to them. When Mr. Ward of Stark Exterminators pulled into the driveway of Plaintiffs' new home, he immediately told Mr. Isaac – I just inspected this Property back in May.

STANDARD OF REVIEW

To obtain summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendants as the moving party must demonstrate there is "no genuine issue of material fact and they are entitled to a judgment as a matter of law." *Wilson v. Moseley*, 327 S.C. 144, 146, 488 S.E.2d 862, 863 (1997). In deciding a motion for summary judgment, the court must view the evidence and the inferences that can be drawn therefrom in the light most favorable to the non-moving party. *SSI Medical Services, Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990). "Summary judgment should not be granted even when there is no dispute as to the evidentiary facts, if there is a dispute as to the conclusions to be drawn therefrom." *Laurens Emergency Med. Specialists, P.A. v. M.S. Bailey & Sons Bankers*, 355 S.C. 104, 108-09, 584 S.E.2d 375, 377 (2003).

Summary judgment is a drastic remedy to be invoked cautiously and must be denied where the non-moving party demonstrates a scintilla of evidence in support of her claims. *Gibson v. Epting*, 426 S.C. 346, 352-53, 827 S.E.2d 178 (Ct. App. 2019). A scintilla "means a gleam, a glimmer, a spark, the least particle, or the smallest trace." *Id.* A scintilla of evidence is any material

evidence which, taken as true, would tend to establish the issue in the mind of a reasonable juror. *Id.*

LAW & ANALYSIS

I. DEFENDANTS' MEMORANDUM WITH EXHIBITS SHOULD BE STRICKEN

The Supreme Court of South Carolina set forth specific rules concerning the filing of Motions in the Fifteenth Judicial Circuit by way of Order issued on September 10, 2015, providing in pertinent part:

A written motion shall be filed and served with a supporting memorandum of law. A supporting memorandum of law is not required if a full explanation of the motion is contained within the motion and a memorandum would serve no useful purpose. Affidavits and other materials supportive of the motion shall be filed and served with the motion.

Defendant Kopchynski's July 8, 2019 Motion only provided notice of three (3) bullet point citations as grounds for Summary Judgment, and thereafter attempted to preserve the right to introduce last minute information in direct violation of the Supreme Court's Order. Defendant's Memorandum was not filed until July 24, 2019, just two days before the hearing on Defendant's Motion. Defendants' Memorandum must be stricken, or in the alternative, Plaintiffs must given the appropriate time to respond prior to any adverse ruling is made.

II. DISCOVERY IS NOT YET COMPLETE

The Plaintiffs have requested documents from Mr. & Mrs. Onions, Emery Custer, Lane's Professional Pest Elimination, and Laura Kopchynski after their respective depositions. To date, Plaintiffs have only received the requested documentation from Defendant Laura Kopchynski, with the only exception being for her employer's employee handbook and policy and procedures manuals. Therefore, summary judgment must not be granted because the Plaintiffs have not yet

had a full and fair opportunity to complete discovery. *Baird v. Charleston Cty.*, 333 S.C. 519, 529, 511 S.E.2d 69, 74 (1999).

III. PLAINTIFFS CAN SATISFY ALL ELEMENTS OF EACH CAUSE OF ACTION

While Defendants acknowledge the allegations of their misrepresentations are at a minimum, questions of fact, they ask this Honorable Court to excuse them from any liability for fraud and conspiracy by suggesting Plaintiffs' investigation as to their misrepresentations could have uncovered their lies. The Supreme Court in this State "has consistently rejected caveat emptor and adopted the civil law rule of caveat venditor [i.e., *Seller Beware!*] as part of the common law of South Carolina" in connection with the sale of houses. *Lane v. Trenholm Bldg. Co.*, 267 S.C. 497, 502, 229 S.E.2d 728, 730 (1976); *See also Gov't Emps. Ins. Co. v. Chavis*, 254 S.C. 507, 525, 176 S.E.2d 131, 140 (1970)(*citations omitted*). Indeed, the "law should not orphan the purchaser of a house, who has likely invested his life savings..." *Lane*, 267 S.C. at 503. In South Carolina, the seller of real property has a duty to disclose material facts to the purchaser "[w]here material facts are accessible to the [seller] only and he knows them not to be within the reach of the diligent attention, observation and judgment of the purchaser." *Lawson v. Citizens & S. Nat'l Bank of S.C.*, 259 S.C. 477, 485, 193 S.E.2d, 124, 128 (1972).

Defendants seek summary judgment as to Plaintiffs' causes of action for fraud, constructive fraud, negligent misrepresentation, negligence. To prove an action for fraud, Plaintiffs must establish the following elements: 1) a representation; 2) its falsity; 3) its materiality; 4) 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. *Florentine Corp. v. PEDAI, Inc.*, 287 S.C. 382, 385-86, 339 S.E.2d 112, 113-14 (1985). To establish constructive

fraud, the Plaintiffs must establish all of the elements of actual fraud except the element of intent. *Ardis v. Cox*, 314 S.C. 512, 516, 431 S.E.2d 267, 269 (Ct. App. 1993).

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

For a negligence claim, the Plaintiffs must establish: 1) a duty of care owed by the Defendants to the Plaintiffs; 2) a breach of that duty by a negligent act or omission; and 3) damage proximately resulting from the breach of duty. *Rickborn v. Liberty Life Ins.*, 321 S.C. 291, 300, 468 S.E.2d 292, 298 (1996). A non-disclosure becomes fraudulent concealment or a misrepresentation when it is the duty of the party having knowledge of the facts to make them known to the other party to the transaction. *Lawson v. Citizens & S. Nat'l Bank of S.C.*, 259 S.C. 477, 481-82, 193 S.E.2d 124, 126 (1972).

IV. DEFENDANTS HAVE COMMON LAW AND STAUTORY DUTIES TO SPEAK THE TRUTH, AND AS SUCH PLAINTIFFS' HAVE A REASONABLE RIGHT TO RELY UPON DEFENDANTS' LEGAL DUTIES

In South Carolina, the seller of real property has a duty to disclose material facts to the purchaser where those facts are accessible to the Defendants. *Lawson*, 259 S.C. at 485, 193 S.E.2d at 128. While the Defendants in this Action have point out the right to rely must be determined in light of the Plaintiff's duty to use reasonable prudence and diligence under the circumstances, the determination of what constitutes reasonable diligence and prudence must be made on a case by

case basis. *Florentine Corp.*, 287 S.C. at 386, 339 S.E.2d at 114; *Slack v. James*, 364 S.C. 609, 615, 614 S.E.2d 636, 639 (2005). As a general rule, questions concerning reliance and its reasonableness are factual questions that must be construed in favor of the nonmoving party and ultimately left for the trier of fact to resolve after hearing all of the evidence. *Id.*

In this case, Defendants' fraud and conspiracy began with the misrepresentations in the statutory CDS; followed by the May 16, 2018 report of Stark Exterminators received but not disclosed by the owners or their real estate agent; the forged Repair Verification Form of May 25, 2018, later edited to be more persuasive evidence that issues were properly evaluated and appropriate long-term repairs had been made by a competent and qualified contractor; affirmatively misrepresenting the contents of the first CL-100 report issued by Lane's on June 20, 2018 showing the repairs had failed that remained undisclosed; and steering Plaintiffs away from Stark Exterminators and toward a CL-100 inspector willing to help Defendants conceal any reference to the problems he identified two (2) weeks earlier; and proceeding on to closing knowing the Plaintiffs were not given material information such as: their CL-100 report was actually the second CL-100 issued by Lane's, that their report did not bother to mention the problems in the report Lane's had prepared just two (2) weeks earlier; which actually was documenting a completely unrealistic and magical, yet temporary, turnaround.

Plaintiffs' sought to do their own due diligence, and their reliance was reasonable because in each instance the truth was affirmatively hidden by Defendants. As a result, Defendants' Motions for Summary Judgment must be denied.

V. REAL ESTATE AGENTS HAVE A STATUTORY DUTY TO BE TRUTHFUL

Defendant Kopchynski is a South Carolina real estate agent who has asked this Honorable Court to excuse her knowing misrepresentation by cherry picking excerpts from various statutes

in an attempt to assert that a licensed real estate agent never has a duty to disclose known material information, even where she knows her client is not being honest.

Defendants first cite to S.C. Code Ann. § 40-57-350(G)(2), and for some reason leave out section (G)(1) of the same statute which provides:

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.

The first section of this statute makes it clear that real estate agents have a duty **to be honest with all parties**. The first section of the statute also makes it clear that the legislature has provided protection for real estate agents **where they need to disclose material information**. Only in this context do the sections of the statute cited by Defendants make sense. Section (G)(2) further provides that no cause of action may be brought against a real estate 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 other similar reports **of which they have disclosed**. Section (G)(3) A licensee, the real estate brokerage firm, and the broker-in-charge are not liable to a party for providing the party with false or misleading information if that information was provided to the licensee by the client or customer and the licensee did not know the information was false or incomplete.

In this case, the affidavit of Andy Ward makes it clear that he delivered and explained his report detailing serious issues in the crawl space to Defendant Kopchynski and that thereafter these conditions were later confirmed by the June CL-100 report from Lane's. (Aff. of Ward, ¶¶ 6-10). The above-referenced statutes are designed to protect someone in Mrs. Kopchynski's position, if and when she discloses material information.

Further evidence that the caveat venditor is the law of this state can be found in the South Carolina Code which proscribes that any owner seeking to sell residential real property must fully and honestly fill out a disclosure statement unless the contracting parties specifically agree not to do so. The instructions on the top of the CDS form that Defendant Kopchynski provided to her own clients clearly sets forth the reasons why this case must be heard by a jury, providing as follows:

The South Carolina Code of Laws (Title 27, Chapter 50, Article I) requires that an owner of residential real property ... 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 ...

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 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 and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading ... owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction.

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.**

Further, S.C. Code § 27-50-70 provides that a licensed real estate agent may face liability for knowingly making misrepresentations in the disclosure statement by stating, "The real estate licensee, is not liable to a purchaser if: (1) the owner provides the purchaser with a disclosure form that contains false, incomplete, or misleading information; and, (2) the real estate licensee did not know or have reasonable cause to suspect the information was false, incomplete, or misleading."

Indeed, an overwhelming majority of jurisdictions require that licensees disclose material facts known to them about a property. Courts often state that a licensee can be liable for negligent misrepresentation for failing to disclose a known latent defect to the buyer, and whether a licensee should have discovered a defect is determined according to the facts and circumstances of the case. This is an area where bright line rules do not exist. Presumably, a licensee should be held to a higher standard in observing defects than would expected of the average home buyer.¹

CONCLUSION

Plaintiffs have had to undertake immediate and significant repairs to prevent further damage to the Property, to remediate health safety issues and repair the Property, and to pursue this litigation to recover damages that have been inflicted upon Plaintiffs. Due to the total damages in excess of \$200,000.00, along with the clear evidence of fraud and conspiracy that Plaintiffs have uncovered in the discovery of this Action, Plaintiffs pray this Honorable Court will deny Defendants Thomas and Jacqueline Onions' and Defendant Laura Kopchynski's Motions for Summary Judgment.

¹ 10 REAL ESTATE BROKERAGE LAW AND PRACTICE § 3A.10 (2018)(Citing *e.g.*, *Williams v. Wells & Bennett Realtors*, 52 Cal. App. 4th 857, 863, 61 Cal. Rptr. 2d 34, 37 (1997) (broker has a duty to disclose known material facts); *Baumgarten v. Coppage*, 15 P.3d 304, 307 (Colo. Ct. App. 2000) (citing statute and discussing broker's duty to disclose adverse material facts actually known by broker); *Zimmerman v. Northfield Real Estate, Inc.*, 156 Ill. App. 3d 154, 162, 109 Ill. Dec. 541, 510 N.E.2d 409, 413–414 (1987), appeal denied, 116 Ill. 2d 578, 113 Ill. Dec. 320, 515 N.E.2d 129 (1987) (brokers had duty to speak regarding known material information); *Bazal v. Rhines*, 600 N.W.2d 327, 329 (Iowa Ct. App. 1999) (finding duty to disclose material facts); *Binette v. Dyer Library Ass'n*, 688 A.2d 898, 905 (Me. 1996) (citing regulations and stating that broker has duty to disclose known material defects); *Weintraub v. Krobatsch*, 64 N.J. 445, 453–454, 317 A.2d 68, 74 (1974) (noting rule that broker is liable for nondisclosure of defects known to him but unknown to buyer); *Gordon v. Skopos*, 2005 Ohio 4900, 2005 Ohio App. LEXIS 4414, at *7 (Sept. 16, 2005) (a real estate agent has a statutory duty to disclose any material defects of which the agent has knowledge); *Stebbins v. Wells*, 766 A.2d 369, 373 (R.I. 2001) (holding broker had duty to disclose known deficient conditions); *Teter v. Old Colony Co.*, 190 W. Va. 711, 441 S.E.2d 728, 734–35 (1994) (agreeing that broker may be liable for failure to disclose known material defects); *Eddy v. B.S.T.V., Inc.*, 696 N.W.2d 265, 2005 WI App 78 (2005), review denied, 2005 WI 134, 282 Wis. 2d 722, 700 N.W.2d 274 (2005) (every real-estate broker has a duty to disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law).

Respectfully Submitted,

**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 (72365)

George W. Redman, III

Doug M. Zayicek

Holly M. Lusk

Myrtle Beach, South Carolina

July 25, 2019.

Lanoie, Kayla

From: Ed@thegeorgetownagency.com
Sent: Monday, April 15, 2019 9:31 AM
To: Lanoie, Kayla
Subject: FW: 24 Ave of Live Oaks Inspection Repair Verification Summary.pdf
Attachments: 24 Ave of Live Oaks Inspection Repair Verification Summary.pdf

The Georgetown Real Estate Agency
402 Church Street
Georgetown, South Carolina 29440
Office: 843-546-2514
Cell: 843-359-0394

Named "Best Coastal Small Town" by USA Today!

From: Laura Kopchynski <laurainpawleys@gmail.com>
Sent: Wednesday, June 20, 2018 12:53 PM
To: Ed Kimbrough <Ed@thegeorgetownagency.com>
Subject: 24 Ave of Live Oaks Inspection Repair Verification Summary.pdf

Best Wishes,

Laura Kopchynski
Re/Max Beach and Golf
Cell 516-443-4215
www.PawleysIslandDiscoverRealEstate.com

Emery Custer
Licensed General Contractor
623 1st Avenue North, Surfside, South Carolina
Licensed and Insured

SC License # RBS 56967

Location: Thomas & Jacqueline Onions Residence
 24 Avenue of Live Oaks
 Litchfield Plantation
 Pawleys Island, SC 29585

Page 1 of 1

- Work Completed:
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 fan¹ beneath residence to provide air flow and remove any dampness within the crawl-space.
- [1] Lasko Max Performance Pivoting Utility Fan Model U15610

Lanoie, Kayla

From: Ed@thegeorgetownagency.com
Sent: Monday, April 15, 2019 9:31 AM
To: Lanoie, Kayla
Subject: FW: New Doc 2018-06-20 (1)
Attachments: New Doc 2018-06-20 (1).pdf

The Georgetown Real Estate Agency
402 Church Street
Georgetown, South Carolina 29440
Office: 843-546-2514
Cell: 843-359-0394

Named "Best Coastal Small Town" by USA Today!

From: Laura Kopchynski <laurainpawleys@gmail.com>
Sent: Wednesday, June 20, 2018 4:13 PM
To: Ed Kimbrough <Ed@thegeorgetownagency.com>
Subject: New Doc 2018-06-20 (1)

Best Wishes,

Laura Kopchynski
Re/Max Beach and Golf
Cell 516-443-4215
www.PawleysIslandDiscoverRealEstate.com

sorry if I am resending these for a second time, I just couldn't remember whether or not this is one of the things I sent to you earlier. Thanks a bunch!

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 PH 6/20/2018

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

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 fan¹ 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: _____

Thomas & Jacqueline Onions

Accepted on 05/25/2018

From: Laura Kopchynski <laurainpawleys@gmail.com>
Sent: Tuesday, June 19, 2018 7:55 PM
To: Ed Kimbrough <Ed@thegeorgetownagency.com>
Subject: info for 24 ave of live oaks

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](https://www.facebook.com/DiscoverPIRealEstate)



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

9/2017 FORM 300 PAGE 1 of 8

Pawleys Island Realty Co LLC, PO Box 306 Pawleys Island SC 29585
 Ed kimbrough

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 843-5462514

Fax: 843-237-1691

Rory M. Isaac

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

[A] BUYER [KG] BUYER [TS] SELLER [D] SELLER HAVE READ THIS PAGE

9/2017 FORM 300 PAGE 2 of 8

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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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9/2017 FORM 300 PAGE 3 of 8

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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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9/2017 FORM 300 PAGE 4 of 8

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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.

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9/2017 FORM 300. PAGE 5 of 8

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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.

[X] BUYER [X] BUYER [X] SELLER [X] SELLER HAVE READ THIS PAGE

9/2017 FORM 300 PAGE 6 of 8

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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
Rory M. Isaac

BUYER: Kimberly J. Isaac Date: 6/20/2018 Time: 7:45 pm
Kimberly J. Isaac

Date: Time:

Date: Time:

NOTICE ADDRESS/EMAIL/FAX:

SELLER: Thomas C. Onions Date: 6/20/2018 Time: 9:05 PM
Thomas C. Onions

SELLER: Jacqueline Onions Date: 6/20/2018 Time: 9:05 PM
Jacqueline Onions

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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FORM 300 PAGE 7 of 8

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TRANSACTIONAL INFORMATION ONLY (Attach SCR390 if space needed for contractual agreement terms):

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: [Signature]ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): The Georgetown Real Estate AgencyDESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): The Georgetown Real Estate AgencyESCROW AGENT CONTACT INFO: 402 Church Street Georgetown, SC 29440(843) 546-2514LICENSEE: Ed Kimbrough SC LICENSE # 49994 EXPIRES 06/30/2019BROKER IN CHARGE: Betsy Altman SC LICENSE # 1432 EXPIRES 06/30/2019BROKERAGE COMPANY NAME: The Georgetown Real Estate AgencyINVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*
☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGEMEMBERS 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: Laure Kopchyński SC LICENSE # 86003 EXPIRES 6/18/19BROKER IN CHARGE: Jody Nance SC LICENSE # 54971 EXPIRES 6/18/20BROKERAGE COMPANY NAME: RE/MAX Beach & GolfINVOLVED AS: ☒ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*
☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGEMEMBERS OF Coastal Carolina ASSOCIATION/BOARD OF REALTORS®NOTICE ADDRESS: 14361 Ocean Hwy Unit 28 Pawleys Island, SC 29585NOTICE EMAIL/FAX: Laureinpawleys@gmail.comMOBILE PHONE: 516-443-4205 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

9/2017 FORM 300 PAGE 8 of 8

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Rory M. Isaac



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: 7:45pm

BUYER: Kimberly J. Isaac Date: 6/20/2018 Time: 7:45pm

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: _____

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

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FORM 390 PAGE 1 of 1

Pawleys Island Realty Co LLC, PO Box 306 Pawleys Island SC 29585
Ed Kimbrough

Phone: 843-5462314

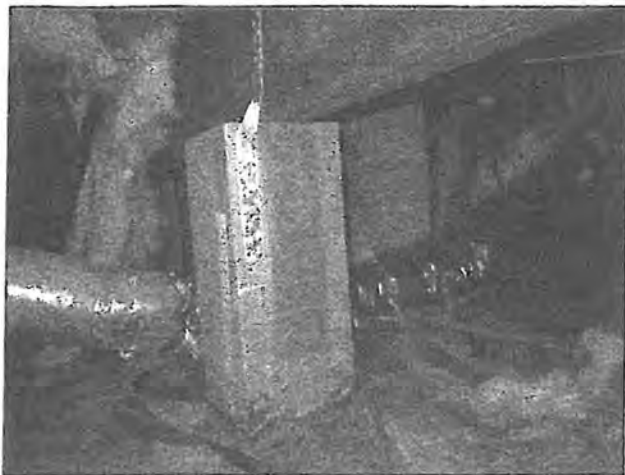
Fax: 843-237-1691

Rory M. Isaac

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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)



Handwritten notes:
RMS
KPI
J

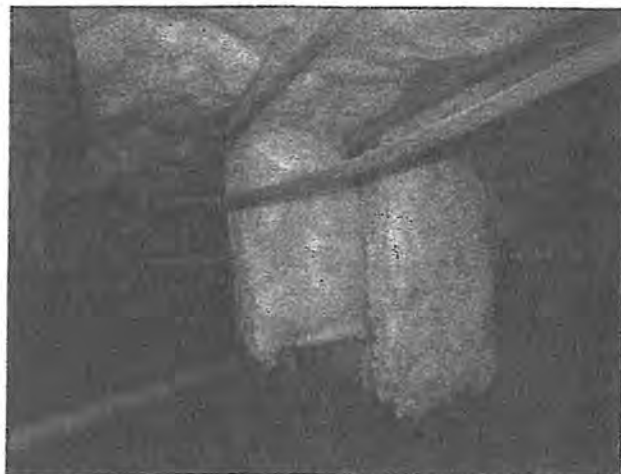
7.3 Item 1(Picture) Wood beam and posts under living area

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

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
FIFTEENTH JUDICIAL CIRCUIT
Civil Action No. 2018-CP-22-00956**MOTION TO ALTER AND AMEND
AND MEMORANDUM IN SUPPORT**

PLEASE TAKE NOTICE that pursuant to Rule 59(e) of the *South Carolina Rules of Civil Procedure*, Plaintiffs Rory M. Isaac and Kimberly J. Isaac, by and through their undersigned attorneys, respectfully moves this Court to alter or amend this Court's Order filed July 26, 2019, Granting Defendant Laura Kopchynski's Motion for Summary Judgment. The Order states Attorney Kropski is "to prepare the Order," however, the undersigned counsel for Plaintiffs has not received any correspondence from Counsel since the date of the hearing. As of the date of this Motion, the undersigned has requested a transcript of the hearing, however, the receipt of said transcript is anticipated to take up to sixty (60) days. Inasmuch as Rule 59 of the *South Carolina Rules of Civil Procedure* provides that any Motion to Amend "shall be served not later than 10 days after receipt of written notice of the entry of the order," Plaintiffs' Motion is being filed at this time out of an abundance of precaution, with the understanding that said Motion will be updated after a careful review and based upon both the final Order prepared by Attorney Kropski as well as the transcript of the hearing this this Matter.

BRIEF FACTUAL RECITATION

On July 23, 2018, Mr. & Mrs. Isaac purchased Mr. & Mrs. Onions' house in Litchfield Plantation (the Property). Mr. & Mrs. Onions knew the Property had experienced flooding, poor

drainage, and damage due to excessive moisture. There is an extensive amount of evidence in the record indicating that Kropchynski knew of these problems and conspired to fraudulently conceal them. Thus, summary judgment should not have been granted.

A. KNOWLEDGE OF DAMAGES -- CONCEALED & MISREPRESENTED

Defendant Kopchynski was Defendant's "close personal friend" who listed the Property for sale. (Dep. of Kopchynski, p. 33-34) Kopchynski's would earn a \$15,000.00 commission from the sale. (*Id.* 148-49) Kopchynski initially provided the requisite South Carolina Residential Property Condition Disclosure Statement (CDS) (Dep. of Kop. p. 68-69; Dep. of J. Onions p. 36). The Onions knew the Disclosure was incomplete, misleading, and inaccurate when it was signed on April 23, 2018. (Dep. of R. Isaac 63-65, 131-32)

On May 10, 2018, the Property was inspected. Further inspection was by a "crawl space specialty company" was recommended. (Dep. of Kopchynski, p. 78, 81-82). Defendant Kopchynski personally contacted and retained a crawl space specialty company, Stark Exterminators. On May 18, 2018, she was verbally informed of very serious problems with the Property. (Aff. of Ward, ¶¶ 6-11). This information made statements in the Onions' CDS misleading and inaccurate. The problems were not disclosed, the CDS was not corrected, and Defendant Kopchynski took additional affirmative steps to conceal the problems.

Only hours apart, Defendant Kopchynski **transmitted multiple versions** of a "Repair Verification Form" to Plaintiffs which were "prepared by the contractor." (See Ex. A – 06/20/18 Emails from Kopchynski re: Repairs). During discovery, Plaintiffs learned the Repair Verification transmitted by Kopchynski had been secretly forged by Defendant Tim Onions on letterhead of the Defendants' "drone" handyman, Emery Custer, who is not a licensed general contractor, had no experience remediating moisture in crawl spaces in the Low Country, was never shown any

inspection reports, and the work he performed concealed and worsened damage in the crawl space. (Dep. of T. Onions, pp. 167-68, 172 ln. 21, 209; Dep of Custer, pp. 108-09, 111-12, 117-18; See Aff. of Moore, Ex. B pp. 1-3, Ex. C. pp. 1-2).

A CL-100 wood infestation report was performed on the Property, which identified severe problems persisted in the crawl space. (Dep. of Sheheen, p. 119-121) On June 19, 2018, Defendant Kopchynski erroneously stated the CL-100 “was good.” (*Id.*) Defendant Kopchynski admits she did not correct her misrepresentation. (Dep. of Kopchynski, pp. 113-114).

B. THE ISAAC CONTRACT

Plaintiffs entered into a contract to purchase the Property on or around June 20, 2018 (hereinafter “Contract”). The Contract was contingent upon Defendants completing and delivering an accurate CDS. Defendants Kopchynski, Mr. and Mrs. Onions delivered the original April 23, 2018, only revised to refer to the forged Repair Verification Form forged by Co-Defendant Tim Onions. At that time, Mrs. Kopchynski knew the CDS included the following misrepresentations:

- a. Failing to disclose moisture and fungi problems (Question #7);
- b. Failing to disclose the installation of a non-engineered underground irrigation system discharging water on others (Questions #12, 14);
- c. Failing to disclose present or past infestation of wood destroying fungus (Section IV);
- d. Failing to disclose violations of zoning laws and restrictive covenants (Questions#15, 16);
- e. Failing to disclose problems caused by water (Question#19);
- f. Failing to disclose flood and drainage problems (Questions #20, 21); and,
- g. Forging a false “Repair Verification Form (Section IX).”

Prior to closing, Plaintiffs insisted upon having their own CL-100 report. Unfortunately, discovery has revealed the CL-100 inspector Joseph Sheheen, of Lane’s Professional Pest Control,

was in on the conspiracy. Defendant Kopchynski admits she and Mrs. Onions actively steered Plaintiffs away from Stark Exterminators and toward Defendant Joseph Sheheen by misrepresenting that Lane's provided pest control for the Property (Dep. of Sheheen, p. 125), and suggested using Stark Exterminators would be "awkward." (Dep. of Kopchynski, p. 138, 141). The Lane's inspector, Joseph Sheheen, admits that he had numerous recommendations, discussions, and agreements with Mr. & Mrs. Onions on site about fixing excessive moisture in the crawl space. (Dep. of Sheheen, p. 136-37, 183-85; Dep. of Jackie Onions, p. 83) These discussions were denied by Mr. & Mrs. Onions. Mr. Sheheen also testified as follows:

- a. His name was forged on two CL-100 reports that he never even saw. (Dep. of Sheheen, p. 150-51);
- b. The Isaacs would be the ONLY PEOPLE who DID NOT KNOW the reports: were forged and inaccurate, disclosed problems throughout the Property two weeks earlier, Sheheen personally recommended measures to temporarily hide damage recommended (Dep. of Sheheen, p. 132, 170-71);
- c. That his July CL-100 states moisture that were not possible (Dep. of Sheheen, p. 144-46, 176);
- d. That the wood decay fungi magically disappeared on its own in two weeks (Dep. of Sheheen, p. 179-180);
- e. That the CL-100 has information in his report which could not have come from him (Dep. of Sheheen, p. 113, 117, 125, 154, 161);

Thereafter, having full knowledge of all of the above, Defendant Kopchynski successfully pressed the Plaintiffs to close on the sale quickly.

STANDARD OF REVIEW

To obtain summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendants as the moving party must demonstrate there is "no genuine issue of material fact and they are entitled to a judgment as a matter of law." *Wilson v. Moseley*, 327 S.C. 144, 146, 488 S.E.2d 862, 863 (1997). In deciding a motion for summary judgment, the court must view the

evidence and the inferences that can be drawn therefrom in the light most favorable to the non-moving party. *SSI Medical Services, Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990). “Summary judgment should not be granted even when there is no dispute as to the evidentiary facts, if there is a dispute as to the conclusions to be drawn therefrom.” *Laurens Emergency Med. Specialists, P.A. v. M.S. Bailey & Sons Bankers*, 355 S.C. 104, 108-09, 584 S.E.2d 375, 377 (2003).

Summary judgment is a drastic remedy to be invoked cautiously and must be denied where the non-moving party demonstrates a scintilla of evidence in support of her claims. *Gibson v. Epting*, 426 S.C. 346, 352-53, 827 S.E.2d 178 (Ct. App. 2019). A scintilla “means a gleam, a glimmer, a spark, the least particle, or the smallest trace.” *Id.* A scintilla of evidence is any material evidence which, taken as true, would tend to establish the issue in the mind of a reasonable juror. *Id.*

LAW & ANALYSIS

I. DEFENDANTS’ MEMORANDUM SHOULD HAVE BEEN EXCLUDED

The Supreme Court of South Carolina set forth specific rules concerning the filing of Motions in the Fifteenth Judicial Circuit by way of Order issued on September 10, 2015, providing in pertinent part:

A written motion shall be filed and served with a supporting memorandum of law. A supporting memorandum of law is not required if a full explanation of the motion is contained within the motion and a memorandum would serve no useful purpose. Affidavits and other materials supportive of the motion shall be filed and served with the motion.

Defendant Kopchynski’s July 8, 2019 Motion only provided notice of three (3) bullet point citations as grounds for Summary Judgment, and thereafter attempted to preserve the right to introduce last minute information in direct violation of the Supreme Court’s Order. Defendant’s Memorandum was not filed until July 24, 2019, just two days before the hearing on Defendant’s Motion. Defendants’ Memorandum should have been stricken from the record.

II. DISCOVERY IS NOT YET COMPLETE

The Plaintiffs have requested documents from Mr. & Mrs. Onions, Emery Custer, Lane's Professional Pest Control, and Laura Kopchynski after their respective depositions. Plaintiffs seek additional discovery from Defendant Laura Kopchynski which could prove she has made other misrepresentations. Summary judgment should not have been granted because the Plaintiffs had not yet had a full and fair opportunity to complete discovery. *Baird v. Charleston Cty.*, 333 S.C. 519, 529, 511 S.E.2d 69, 74 (1999).

III. AN EXPERT REPORT DOESN'T OBVIATE MISREPRESENTATIONS, REPEATED NON-DISCLOSURE, AND ACTS OF CONCEALMENT

Defendant Kopchynski acknowledges the allegations of her misrepresentations are at a minimum, questions of fact, however, she asks this Honorable Court to excuse her from liability for fraud and conspiracy by suggesting a realtor cannot be responsible for information in a report.

The Supreme Court in this State "has consistently rejected caveat emptor and adopted the civil law rule of caveat venditor [i.e., *Seller Beware!*] as part of the common law of South Carolina" in connection with the sale of houses. *Lane v. Trenholm Bldg. Co.*, 267 S.C. 497, 502, 229 S.E.2d 728, 730 (1976); *See also Gov't Emps. Ins. Co. v. Chavis*, 254 S.C. 507, 525, 176 S.E.2d 131, 140 (1970)(*citations omitted*). Indeed, the "law should not orphan the purchaser of a house, who has likely invested his life savings..." *Lane*, 267 S.C. at 503. In South Carolina, the seller of real property has a duty to disclose material facts to the purchaser "[w]here material facts are accessible to the [seller] only and he knows them not to be within the reach of the diligent attention, observation and judgment of the purchaser." *Lawson v. Citizens & S. Nat'l Bank of S.C.*, 259 S.C. 477, 485, 193 S.E.2d, 124, 128 (1972).

A non-disclosure becomes fraudulent concealment when it is the duty of the party having knowledge of the facts to make them known to the other party to the transaction. *Lawson v. Citizens & S. Nat'l Bank of S.C.*, 259 S.C. 477, 481-82, 193 S.E.2d 124, 126 (1972). The seller of real property has a duty to disclose material facts to the purchaser where material facts are accessible to the Defendants. *Lawson*, 259 S.C. at 485, 193 S.E.2d at 128.

IV. PLAINTIFF'S REASONABLE RIGHT TO RELY UPON DEFENDANTS

The right to rely must be determined in light of the plaintiff's duty to use reasonable prudence and diligence under the circumstances in identifying the truth with respect to the representations made to him. *Florentine Corp.*, 287 S.C. at 386, 339 S.E.2d at 114. The determination of what constitutes reasonable diligence and prudence must be made on a case by case basis. *Slack v. James*, 364 S.C. 609, 615, 614 S.E.2d 636, 639 (2005). As a general rule, questions concerning reliance and its reasonableness are factual questions that must be construed in favor of the nonmoving party and ultimately left for the trier of fact to resolve after hearing all of the evidence. *Id.*

In this case, Defendants' fraud and conspiracy began with the misrepresentations in the statutory CDS, followed by the May 16, 2018 report of Stark Exterminators that was never disclosed, a forged Repair Verification Form dated May 25, 2018 specifically edited so as to be more persuasive evidence that the appropriate repairs had been made by a qualified contractor, the first CL-100 report issued by Lane's on June 20, 2018 showing the repairs had failed that remained undisclosed, and continued onto closing via the second CL-100 report issued by Lane's stated the property had a sudden and remarkable turnaround, but which did not bother to mention the problematic inspection just two (2) weeks earlier nor any of the problems noted therein.

Plaintiffs' reliance was reasonable because in each instance the truth was squarely in the Defendants' control. As a result, Defendants' Motions for Summary Judgment must be denied.

V. STATUTORY PROTECTION FOR REAL ESTATE AGENTS?

Defendant Kopchynski is a South Carolina real estate agent who has asked this Honorable Court to excuse her knowing misrepresentation by cherry picking excerpts from various statutes to assert that a licensed real estate agent never has a duty to disclose known material defects, even where she knows her client is not being honest.

Defendants first cite to S.C. Code Ann. § 40-57-350(G)(2), and for some reason leave out section (G)(1) of the same statute which provides:

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.

The first section of the statute makes it clear that real estate agents have a duty **to be honest with all parties**. The first section of the statute also makes it clear that the legislature has provided protection for real estate agents **where they are seeking to honestly disclose information**. Only in this context do the sections of the statute cited by Defendants make sense. Section (G)(2) further provides that no cause of action may be brought against a real estate 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 other similar reports **of which they have disclosed**. Section (G)(3) A licensee, the real estate brokerage firm, and the broker-in-charge are not liable to a party for providing the party with false or misleading information if that information was provided to the licensee by the client or customer and the licensee did not know the information was false or

incomplete. In this case, the affidavit of Andy Ward makes it clear that he delivered and explained his report detailing serious issues in the crawl space to Defendant Kopchynski and that thereafter these conditions were later confirmed by the June CL-100 report from Lane's. (Aff. of Ward, ¶¶ 6-10).

Further evidence that the caveat venditor is the law of this state can be found in the S.C. Code which proscribes that any owner seeking to sell residential real property must fully and honestly fill out a disclosure statement unless the contracting parties specifically agree not to do so. The instructions on the top of the CDS form that Defendant Kopchynski provided to her clients clearly sets forth the reasons why this case must be heard by a jury, providing as follows:

The South Carolina Code of Laws (Title 27, Chapter 50, Article I) requires that an owner of residential real property ... 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 ...

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 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 and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading ... owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction.

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.**

Further, S.C. Code § 27-50-70 provides that a licensed real estate agent may face liability for knowingly making misrepresentations in the disclosure statement. The real estate licensee, is not

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

Indeed, an overwhelming majority of jurisdictions require that licensees disclose material facts known to them about a property. Courts often state that a licensee can be liable for negligent misrepresentation for failing to disclose a latent defect to the buyer, if the licensee knew of or should have known of the latent defect. Whether a licensee should have discovered a defect is determined according to the facts and circumstances of the case. This is an area where bright line rules do not exist. Presumably, a licensee should be held to a higher standard in observing defects than would expected of the average home buyer.¹

¹ 10 REAL ESTATE BROKERAGE LAW AND PRACTICE § 3A.10 (2018)(Citing e.g., *Williams v. Wells & Bennett Realtors*, 52 Cal. App. 4th 857, 863, 61 Cal. Rptr. 2d 34, 37 (1997) (broker has a duty to disclose known material facts); *Baumgarten v. Coppage*, 15 P.3d 304, 307 (Colo. Ct. App. 2000) (citing statute and discussing broker's duty to disclose adverse material facts actually known by broker); *Zimmerman v. Northfield Real Estate, Inc.*, 156 Ill. App. 3d 154, 162, 109 Ill. Dec. 541, 510 N.E.2d 409, 413–414 (1987), appeal denied, 116 Ill. 2d 578, 113 Ill. Dec. 320, 515 N.E.2d 129 (1987) (brokers had duty to speak regarding known material information); *Bazal v. Rhines*, 600 N.W.2d 327, 329 (Iowa Ct. App. 1999) (finding duty to disclose material facts); *Binette v. Dyer Library Ass'n*, 688 A.2d 898, 905 (Me. 1996) (citing regulations and stating that broker has duty to disclose known material defects); *Weintraub v. Krobatsch*, 64 N.J. 445, 453–454, 317 A.2d 68, 74 (1974) (noting rule that broker is liable for nondisclosure of defects known to him but unknown to buyer); *Gordon v. Skopos*, 2005 Ohio 4900, 2005 Ohio App. LEXIS 4414, at *7 (Sept. 16, 2005) (a real estate agent has a statutory duty to disclose any material defects of which the agent has knowledge); *Stebbins v. Wells*, 766 A.2d 369, 373 (R.I. 2001) (holding broker had duty to disclose known deficient conditions); *Teter v. Old Colony Co.*, 190 W. Va. 711, 441 S.E.2d 728, 734–35 (1994) (agreeing that broker may be liable for failure to disclose known material defects); *Eddy v. B.S.T.V., Inc.*, 696 N.W.2d 265, 2005 WI App 78 (2005), review denied, 2005 WI 134, 282 Wis. 2d 722, 700 N.W.2d 274 (2005) (every real-estate broker has a duty to disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law).

CONCLUSION

Due to the clear evidence of concealment, misrepresentations, fraud and conspiracy that Plaintiffs have uncovered in this Action, Plaintiff pray this Honorable Court will deny Defendant Laura Kopchynski's Motion for Summary Judgment.

Respectfully Submitted,

**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

August 5, 2019.

Lanoie, Kayla

From: Ed@thegeorgetownagency.com
Sent: Monday, April 15, 2019 9:31 AM
To: Lanoie, Kayla
Subject: FW: 24 Ave of Live Oaks Inspection Repair Verification Summary.pdf
Attachments: 24 Ave of Live Oaks Inspection Repair Verification Summary.pdf

The Georgetown Real Estate Agency
402 Church Street
Georgetown, South Carolina 29440
Office: 843-546-2514
Cell: 843-359-0394

Named "Best Coastal Small Town" by USA Today!

From: Laura Kopchynski <laurainpawleys@gmail.com>
Sent: Wednesday, June 20, 2018 12:53 PM
To: Ed Kimbrough <Ed@thegeorgetownagency.com>
Subject: 24 Ave of Live Oaks Inspection Repair Verification Summary.pdf

Best Wishes,

Laura Kopchynski
Re/Max Beach and Golf
Cell 516-443-4215
www.PawleysIslandDiscoverRealEstate.com

Emery Custer
Licensed General Contractor
623 1st Avenue North, Surfside, South Carolina
Licensed and Insured

SC License # RBS 56967

Location: Thomas & Jacqueline Onions Residence
 24 Avenue of Live Oaks
 Litchfield Plantation
 Pawleys Island, SC 29585

Page 1 of 1

- Work Completed:
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

Lanoie, Kayla

From: Ed@thegeorgetownagency.com
Sent: Monday, April 15, 2019 9:31 AM
To: Lanoie, Kayla
Subject: FW: New Doc 2018-06-20 (1)
Attachments: New Doc 2018-06-20 (1).pdf

The Georgetown Real Estate Agency
402 Church Street
Georgetown, South Carolina 29440
Office: 843-546-2514
Cell: 843-359-0394

Named "Best Coastal Small Town" by USA Today!

From: Laura Kopchynski <laurainpawleys@gmail.com>
Sent: Wednesday, June 20, 2018 4:13 PM
To: Ed Kimbrough <Ed@thegeorgetownagency.com>
Subject: New Doc 2018-06-20 (1)

Best Wishes,

Laura Kopchynski
Re/Max Beach and Golf
Cell 516-443-4215
www.PawleysIslandDiscoverRealEstate.com

sorry if I am resending these for a second time, I just couldn't remember whether or not this is one of the things I sent to you earlier. Thanks a bunch!

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 PH 6/20/2018

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

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 fan¹ 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: _____

Thomas & Jacqueline Onions

Accepted on 05/25/2018

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 OPPOSITION TO MOTION TO ALTER
vs.	)	OR AMEND JUDGMENT
	)	
Thomas C. Onions, Jacqueline Onions,	)	
Laura Kopchynski, and Lane's	)	
Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

Preliminary Statement

By order entered August 12, 2019, this Court granted Summary Judgment to Defendant Laura Kopchynski. Plaintiffs, Rory and Kim Isaac, now move this Court to reconsider its August 12, 2019 order. For the reason stated herein, the motion should be denied.

In support of its motion to alter or amend this Court's August 12, 2019 Order ("Order"), Plaintiffs do not identify any argument or issue that was misunderstood or overlooked by the Court, but rather reiterate the same arguments made to the Court in opposition to Kopchynski's motion for summary judgment. These arguments do not rely on the facts and reasonable inferences to be made from the facts, but instead rely on innuendo and conjecture related to other Defendants in an attempt to tie Ms. Kopchynski to a broad and unsupported conspiracy to conceal "chronic" water problems in the crawlspace of the house at 24 Avenue of Live Oaks, Pawley's Island, South Carolina ("Property"). These conclusory assertions, however, do not demonstrate that the Court misinterpreted the relevant facts or statutes relied upon in granting summary judgment to Kopchynski.

It is undisputed that Kopchynski offered to obtain for the Isaacs' realtor a June 18, 2018 CL-100 report showing a prior inspection of the Property's crawlspace. The Isaacs' realtor testified that they had no interest in the prior CL-100 report because they were hiring their own CL-100 crawlspace inspection on which the Isaacs would rely. Likewise, the undisputed evidence shows that Kopchynski disclosed a prior inspection report showing moisture in the crawlspace, and a verification of repairs conducted to address the issues on the inspection report.

Thus, the evidence shows that the Isaac's allegations that Kopchynski deliberately concealed alleged moisture issues in the crawlspace are without merit. Moreover, the evidence shows that the Isaacs did not rely on any disclosure by Kopchynski concerning the crawlspace--they relied on their own crawlspace inspection. Accordingly, Plaintiffs' speculative claims of a conspiracy, unsupported by any evidence, do not defeat Kopchynski's entitlement to judgment as matter of law.

As the Isaacs have not identified any argument or issue that was misunderstood or overlooked by the Court, the motion to alter or amend should be denied.

Factual Background

The relevant factual background is straightforward and 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, 2018. (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 18, 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. They did, however, have a CL-100 crawlspace 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.

Legal Standard

A party may request that a trial court reconsider its prior ruling where the party believes the trial court misunderstood, failed to fully consider, or overlooked an argument or issue. *Elam v. South Carolina Dept. of Transp.*, 361 S.C. 9, 602 S.E.2d 772, 780 (2004).

Argument

It is well established in South Carolina that “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 v. Ivey*, 290 S.C. 53, 348 S.E.2d 180 (Ct. App. 1986).

Here, however, Plaintiffs rely not on any evidentiary support, but on conclusory assertions and speculative conspiracy theories to suggest a fraudulent conspiracy between the Defendants to conceal alleged chronic moisture problems in the crawlspace. This grandiose conspiracy theory, however, does not stand up to the undisputed facts of the case.

The Isaacs’ claim against Kopchynski relies in whole on their allegation that Kopchynski was aware of two crawlspace inspections showing elevated moisture readings in the crawlspace but did not provide these inspection reports to the Isaacs prior to their purchase of the Property. The Isaacs allege that Kopchynski deliberately concealed alleged material information by not providing a Stark Exterminators May 16, 2018 inspection graph to the Isaacs, which showed elevated moisture levels, and a June 18, 2018 CL-100 report that also showed elevated moisture levels.

However, the undisputed facts show that Plaintiffs’ allegation that Kopchynski concealed the condition of the crawlspace is without merit, and the Court properly granted summary judgment in her favor. It is undisputed that Kopchynski:

- (1) disclosed an inspection report noting crawlspace moisture; (Exhibit A)
- (2) disclosed that corrective action was taken by a contractor, Emery Custer, to address crawlspace moisture issues; (Exhibit H); and
- (3) advised the Isaacs’ real estate agent that a CL-100 was performed for the prior purchasers, and that she could obtain that report if the Isaacs wanted it. (Exhibit F).

It is undisputed that the Isaacs reviewed the inspection report and were aware of the fan underneath the house. Likewise, it is undisputed that 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).

At his deposition, Mr. Kimbrough testified:

So and then as far as the CL-100 report, that was going to be our responsibility. I wanted it that way. I talked to Mr. and Mrs. Isaac about it mainly because we control who did it and it would also verify that the work that Mr. and Mrs. Onions did as a result of the home inspection could be verified, i.e., the moisture levels under the house.

(Kimbrough Dep. 13: 16-23).

When asked whether he wanted the June 18, 2018 CL-100 report referenced by Kopchynski in her June 19, 2018 email, 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.

(Kimbrough Dep. 15:18-16:25).

Contrary to Plaintiffs' argument that Kopchynski actively concealed the prior crawl space inspection reports, it is undisputed that the prior CL-100 crawlspace inspection report was offered to the Isaacs and rejected. Furthermore, consistent with their real estate agent's under oath testimony, Mr. Isaac conceded that it was their own CL-100 report, dated July 11, 2018 on which they relied. (Exhibit K, R. Isaac Dep. 65:23-68:4). The July 11, 2018 CL-100 report showed no evidence of moisture issues in the crawlspace. (Exhibit J).

As this Court ruled in its August 12, 2019 Order, it is statutory law in South Carolina that a realtor cannot be liable "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." S.C. Code §40-57-350(G)(2).

In this case, it is undisputed that the Isaacs relied upon their inspector's assessment of the crawlspace, and their own inspector's assessment of the crawlspace did not identify any problems. As a matter of law, Kopchynski cannot be liable for an allegedly inaccurate CL-100 report performed by the Isaacs' CL-100 inspector. Accordingly, the Court did not overlook or misconstrue its application of S.C. Code §40-57-350(G)(2) ("[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.").

With respect to the remainder of the Isaacs' motion to alter or amend, Plaintiffs merely reiterate their arguments previously made in opposition to the motion for summary judgment—arguments that allege wrongdoing or negligence against other parties to this action and then seek to hold Kopchynski liable for the acts of other parties. This argument is likewise without merit.

S.C. Code 40-57-350(G)(2) 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.).

Here, it is undisputed that Kopchynski disclosed the prior home inspection, advised the Isaacs about the repairs that were done after the home inspection—including the installation of a fan in the crawlspace, and advised the Isaacs that a prior CL-100 crawlspace inspection had been performed and she could obtain the report for the Isaacs. To the extent that Plaintiffs deem this information material, it is undisputed that it was disclosed to the Isaacs by Kopchynski. Thus, Kopchynski did not *knowingly* give the Isaacs false or misleading information about the condition of the property, as would be required to sustain a claim against a real estate agent.

In sum and substance, the statutes governing real estate agents are clear and unambiguous. Absent active concealment of a known materially adverse property condition, a real estate agent cannot be held liable for an alleged adverse property condition experienced by the buyer after

closing, nor can a real estate agent be liable for the alleged negligence of a crawlspace inspector. Accordingly, the Court correctly rules that Kopchynski is entitled to summary judgment.

Conclusion

For the reasons stated herein, Plaintiffs' motion to alter or amend this Court's August 12, 2019 order granting Kopchynski motion for summary judgment should be denied.

This 29th day of August, 2019.

Respectfully submitted,

EARHART OVERSTREET LLC

By: s/ Steven R. Kropski

STEVEN R. KROPSKI
State Bar No.: 101441

Attorneys for Defendant Laura Kopchynski

P.O. Box 22528
Charleston, SC 29413
843-972-9400

EXHIBIT A



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

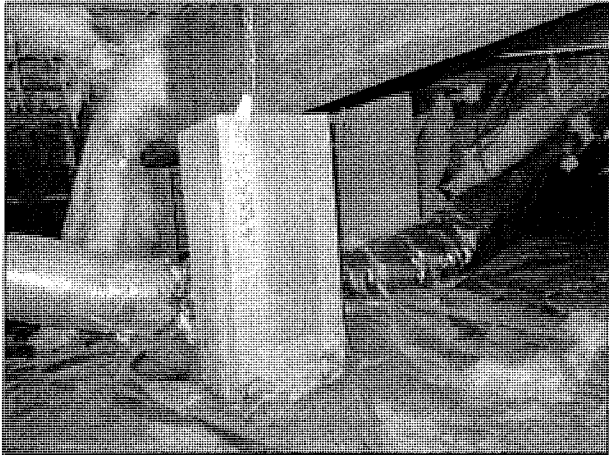


5.4 Item 1(Picture) Door does not latch

7. Structural Components

7.3 Floors (Structural)

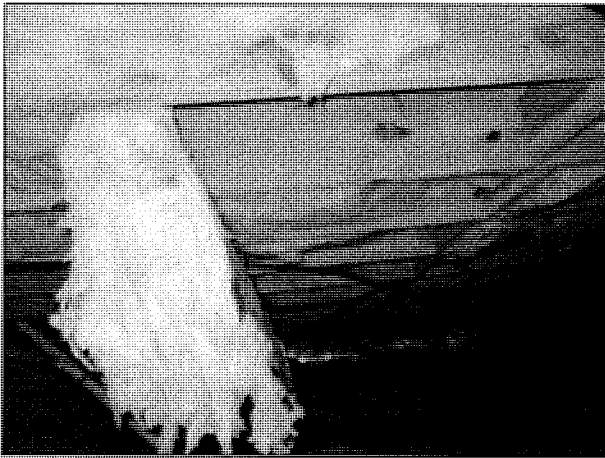
There is an area of the floor that appears to have had a beam installed recently. The current owners did mention that they had a floor area repaired and that the repair was professionally engineered. Recommend confirmation of the engineering. Item 1(Picture)



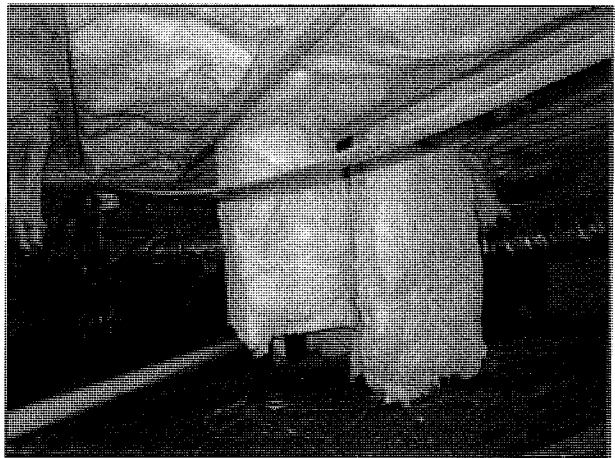
7.3 Item 1(Picture) Wood beam and posts under living area

7.5 Insulation Under Floor System

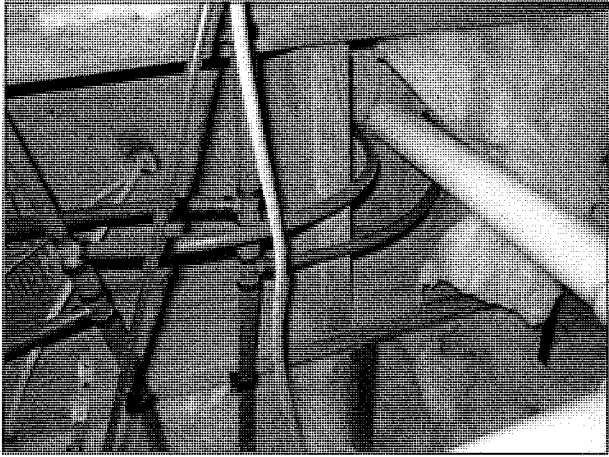
There is a large amount of floor insulation that has fallen or is hanging in the crawl space. Recommend further inspection and correction by a qualified contractor. Item 1(Picture) Item 2(Picture) Item 3(Picture) Item 4(Picture) Item 5(Picture)



7.5 Item 1(Picture) Hanging insulation



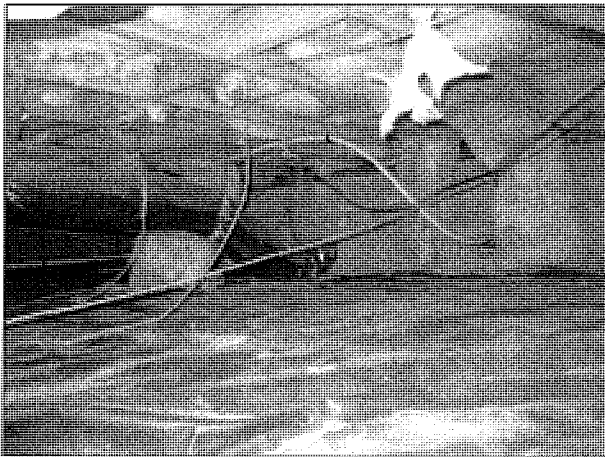
7.5 Item 2(Picture) Hanging insulation



7.5 Item 3(Picture) Missing insulation



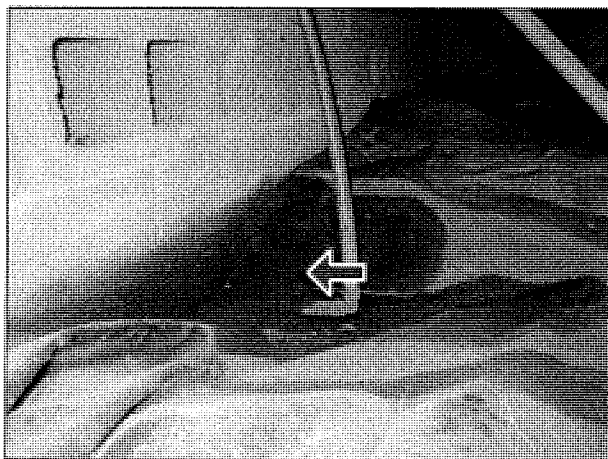
7.5 Item 4(Picture) Hanging insulation



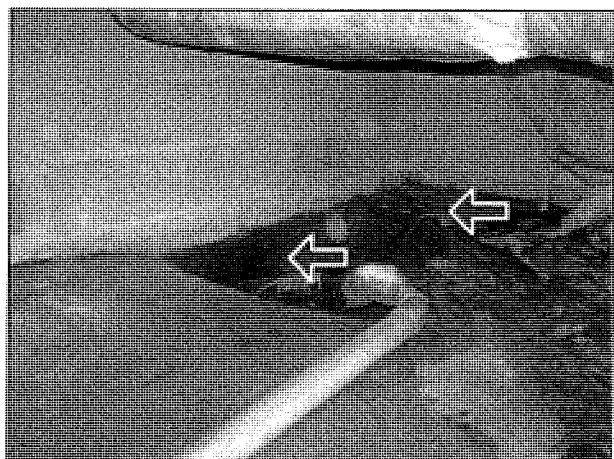
7.5 Item 5(Picture) Hanging insulation

7.6 Vapor Retarders (in Crawlspace or basement)

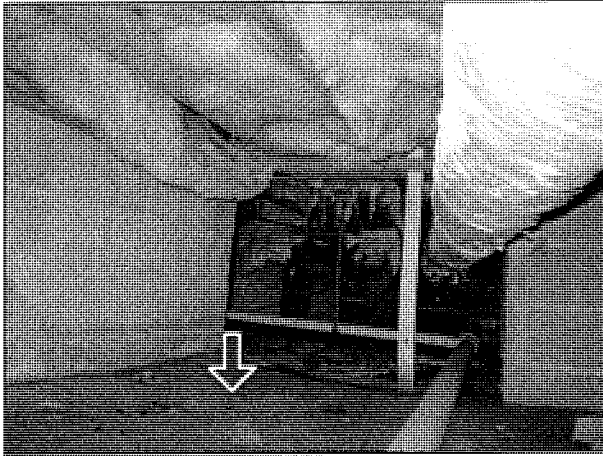
There are areas of ground that are not covered by a vapor barrier and the ground is damp. Recommend further inspection and any needed corrections by a crawl space specialty company. Item 1(Picture) Item 2(Picture) Item 3 (Picture) Item 4(Picture) Item 5(Picture) Item 6(Picture)



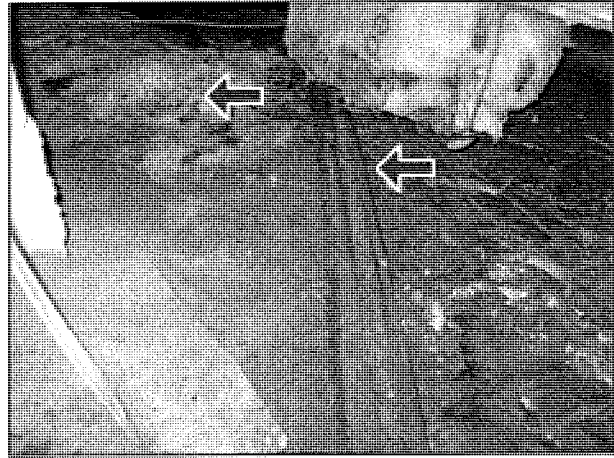
7.6 Item 1(Picture) Dampness in crawl space



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



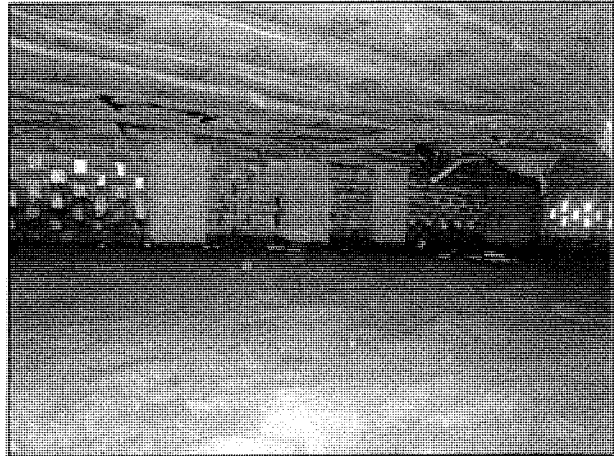
7.6 Item 3(Picture) Missing vapor barrier - damp ground



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,

equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Eric Koppel

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EXHIBIT B



INSPECTION GRAPH

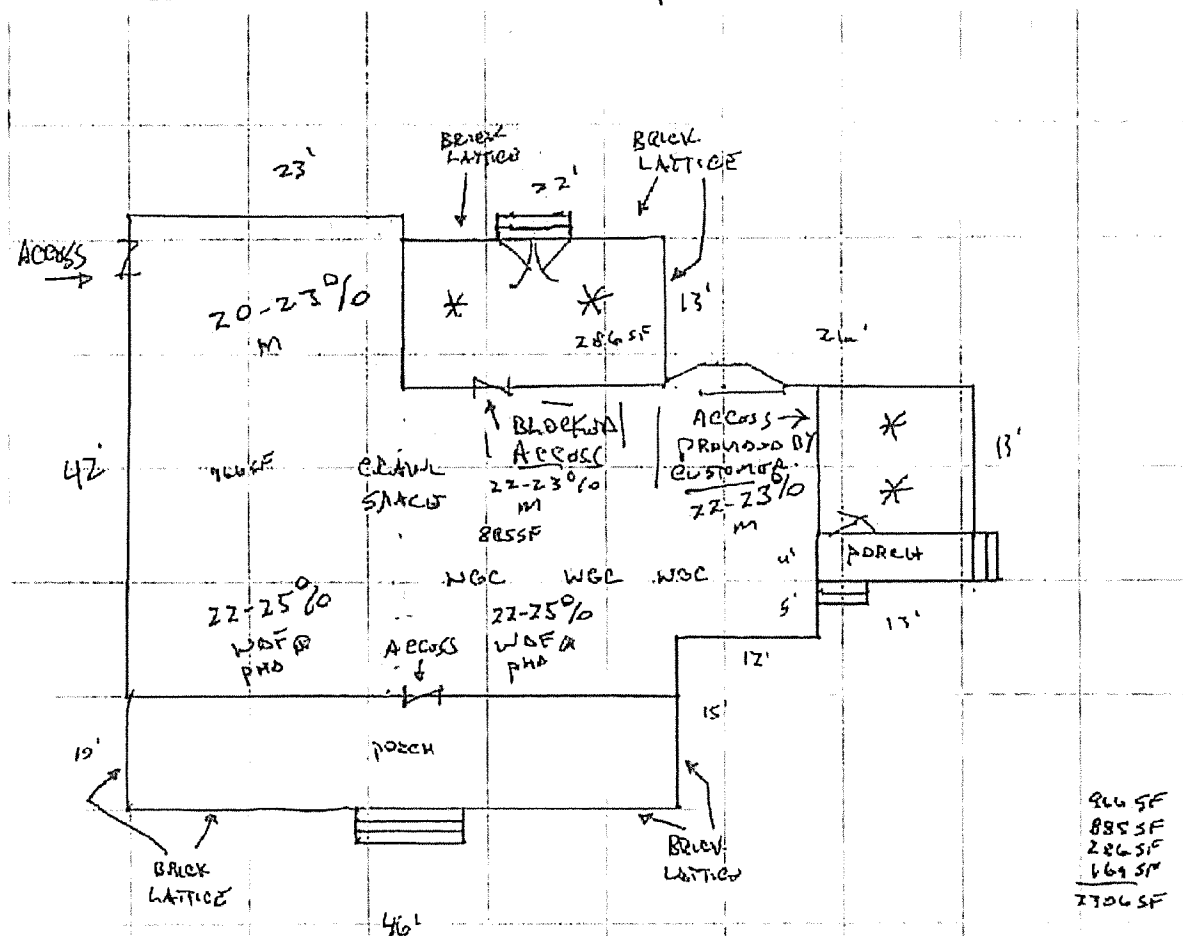
Date: 5, 16, 18

Inspector Amy Weiss

Beyond The Call.
 Dispatchers/Agents Name JAMES ONIONS 843
 Hm Ph: 325-3733 Other Ph: _____ Email: JACQUE@SC.RR.CO

Occupant/Purchaser Name: _____ Bm Ph _____ Other Po _____ Email _____

Service Address. 24 AVE OF LIPS OAKS City POWERS, SC State SC Zip Code 29585



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

FOUNDATION WALLS: ☒ BLOCK ☐ POURED ☐ STUCCO
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

CONDUCTIVE CONDITIONS: ☒ POSSIBLE HIDDEN DAMAGE = PHD ☒ EXISTING VISIBLE DAMAGE = EV ☒ INACCESSIBLE AREAS = IA
☐ WOOD TO GROUND CONTACT = WGC ☐ INADEQUATE VENTILATION = IV ☐ STANDING WATER = SW
☐ CELLULOSE DEBRIS = CD

INSPECTORS STATEMENT LOCATION OF VISIBLE INFESTATION:

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

TREATMENT DATE:	PRODUCT	ESTIMATED GALLONS / STATIONS
1 / 1		

Water Well: [] NO2 [] Yes - # of Feet	Additional Instructions
---	-------------------------

Size of Structure: _____
☐ Cubic Footage ☐ Linear Footage

Scale Used:
☐ 11 ☐ Other

Waiver Issued
☐ Yes ☒ No

STK-SAS-100-5C

Mountain Water Seepages Reopened

Revised 1/16



**Crawl Space
Moisture Management System
Service and Maintenance Agreement**

Account Name, Last ONIONS First JACKIE ANN Middle TIM
Service Address, Number 24 AVE. of OAKS (TUCKERS RD.) Street
PAWLEY'S IS. SC City 29585 State Zip Code
City State Zip Code
Service Phone 843-325-3733 Home Work
Call Phone JACQUE OR SC, RR, PAW Email Address

Billing Name Same
Billing Address, Number Street
City State Zip Code
Billing Phone Home Work
Cell Phone Email Address

Tenant Person to Contact 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

ACCEPTED BY: DATE: 1 / 1 /

Address: 107 Aven St, Suite A

City: Georgetown

☐ Buyer / ☐ Authorized Agent

State: SC Zip: 29440

AMY WARD 843-344-9385
Company Representative

Phone 843-546-5898

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

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF GEORGETOWN)

Rory M. Isaac and Kimberly) CASE NO.: 2018-CP-22-00956
 J. Isaac,)
) 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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or sell a copy or copies to any other party or
person.

5
6 A P P E A R A N C E S

7 For Plaintiffs: Bellamy, Rutenberg, Copeland, Epps
R. Isaac Gravely & Bowers, PA
8 K. Isaac By: George W. Redman, III, Esq.
1000 29th Avenue North (29577)
9 Post Office Box 357
Myrtle Beach, SC 29578-0357
10 (843) 448-2400

11
12 For Defendants: Oxner & Stacy, PA
T. Onions By: Harry A. Oxner, Esq.
13 J. Onions 235 Church Street/Highway 17
Post Office Box 481
14 Georgetown, SC 29442
(843) 527-8020

15 For Defendant: Earhart Overstreet, Attorneys at Law
16 Kopchynski By: Steven R. Kropski, Esq.
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17 Post Office Box 22528
Mt. Pleasant, SC 29464
18 (843) 972-9400

19 For Defendant: Kernodle Root & Coleman
Lane's By: Trent M. Kernodle, Esq.
20 914 Folly Road, Suite 2
Post Office Box 13897
21 Charleston, SC 29422-3897
(843) 795-7800

22
23 Also Present: Rory Isaac
24 Kimberly Isaac
25 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.)

I N D E X

WITNESS

PAGE

JACQUELINE ONIONS

Direct By Mr. Redman: 4

Direct By Mr. Kropski 121

PLAINTIFF EXHIBITS

NO	DESCRIPTION	ID
23	Notice of Deposition 2 pages	4
24	Copy of Check 8908 to Lane's 1 page	80

1 A Something like that, yes.

2 Q Okay. And you said, well, I don't know any
3 of those. But Laura said, I know a guy?

4 A Yes.

5 Q And that was Andy Ward from Stark?

6 A Yes.

7 Q And did -- she called him right then and
8 there on the spot?

9 A Yeah.

10 Q How long had you had the CHI or the
11 Cornerstone report?

12 A You know what, to be honest with you, I do
13 not know. I can't say whether I had it a short time or
14 a long time. But I can tell you that my personality,
15 I'm proactive and I don't let things sit. I've got a
16 dripping faucet right now that I've been bugging my
17 husband to fix. So it's been going on.

18 Q Sounds like you better call Emery.

19 A Exactly. Well, we moved, so --

20 Q That's true. He's not going to help you.
21 Sorry.

22 A Yeah.

23 Q So in the language in the Cornerstone report,
24 it says crawl space specialty company. Mrs. Laura
25 says, I know somebody, and she called him right then

1 and there?

2 A Yes.

3 Q Okay. And he -- and then what?

4 A Andy pretty much came out. I want to say he
5 was in the area and he came out -- no, wait. He came
6 the next morning. He came the next morning, yeah, I
7 think that's what it was.

8 Q Okay. And were you and Jackie both there?

9 A I was and so was Laura. It's okay.

10 Q Thanks. Sorry.

11 A It's okay.

12 Q So she came back. Did she come back there
13 specifically to be there while Andy was there?

14 A Yeah, because I kind of felt a little
15 uncomfortable, because I'd never dealt with anyone like
16 that before. And my husband was out of town. And I
17 just wanted to make sure I had an extra set of eyes and
18 ears to what was going on.

19 Q What do you mean dealt with anyone like that?

20 A A contractor. By myself.

21 Q Okay. And how did it go? What happened?

22 A He introduced himself. Very personable.
23 Very nice man. Explained he was going to go under the
24 house and he was going to look at everything. And then
25 after he came out from under the house, he was going to

1 tell us what was going on. So I'm like, okay, that's
2 fine. So he goes under the house. He checks
3 everything out. Came up. And in my mind, this was an
4 opinion to me. That's all it was. It was an opinion,
5 a fact-finding opinion, so I could call my husband and
6 give him some information. And in any way, shape or
7 form, to my recollection, I mean, 100 percent, he never
8 made me feel worried or scared. Because I specifically
9 said to him, is there anything under there? I don't go
10 under my crawl space. And I'm not a technician and I'm
11 not a specialty person, so I don't know.

12 And he just explained about -- first he
13 started out with, if I was to do a CL-100 today, it
14 would pass; but if you wait until the end of the
15 summer, it won't. And I said, no, we're not going to
16 wait til the end of summer. And he proceeded to give
17 me his pitch of what he thought should be done. And I
18 don't understand it all, really, to be honest with you.
19 So I didn't know if I was asking the right questions.
20 I just tried to get as much information as I possibly
21 could.

22 And he then continued to tell me about how he
23 got into the sales business, and we started talking
24 about other things, just general life things. You
25 know, what kind of person he is or family matters,

1 whatever it was, it was just kind of chatter,
2 basically.

3 So it kind of diverted from the problem, if
4 you want to call it a problem. It kind of diverted
5 from his opinion and we were talking socially. So he
6 was pretty -- I told him I wasn't going to give him an
7 answer, I needed to call my husband. I said, I just --
8 let me show him this graph. Let me tell him of your
9 thoughts and we'll get back to you. But I'm one of
10 those people that if I really like you and you make a
11 really good impression on me, at that point, I was
12 like, I think I might -- if we're going to build, I'm
13 going to use Stark. I'm going to switch. I'll use
14 Stark. And I don't know why. I just figured, oh,
15 we'll try somebody new. And, you know, I chatted with
16 him about doing regular pest control. So that was
17 another thing we spoke of.

18 But honestly, he never said I had anything
19 that I had to worry about that was infecting my house,
20 my health. And I can tell you I've got a soon-to-be
21 19-year-old that has had allergies and skin issues, so
22 I was very on top of any of that stuff. So when he
23 kind of cleared it, I felt better. I was -- I figure
24 you're the professional, I'm going to listen to you.
25 But I'm going to get another opinion, because I'm not

1 just going to go with one person. So it was a -- he
2 left me basically with you are cleared as of today; but
3 if you wait until the end of summer, you might have a
4 problem. He never -- he said there -- I think he
5 said there was -- what did you guys call it, on the
6 pipes dripping?

7 Q Condensation.

8 A Yeah. I think he said there was some
9 condensation. We talked about the Lowcountry. We
10 talked about this is extremely common. You know, I
11 questioned about doing a whole encapsulation. Because,
12 you know, I -- again, when you gather with your
13 neighbors and you talk, especially the women, you're
14 going to talk and you're going to try to understand
15 about do you encapsulate, do you do a partial
16 encapsulation. And I was kind of thinking of I want no
17 allergies in my house because of my child. And I
18 learned -- not sure that I understand -- I learned that
19 when you totally encapsulate, you tend to hold in
20 moisture. I'm not a professional. I don't know if
21 that's true. But I kind of take it word of mouth.
22 So...

23 Q So your understanding of encapsulation is
24 just enclosing the space?

25 A Yeah, and trapping moisture, which could

1 cause more problems down the -- in the long run.

2 Q Okay. Is that what you still believe to this
3 day as you sit here?

4 A Yeah, I do. I actually do.

5 Q Okay.

6 A After buying another house. So --

7 Q Was it encapsulated? Or what's your
8 experience with the other house?

9 A Oh, no. Just learning -- now that I'm aware
10 more, I know what questions to ask. No problems. No
11 problems at all. Just my opinion.

12 Q Okay. Did you see the -- did you hear the
13 discussion today about the Stark report, the first
14 Stark report?

15 A Yes.

16 Q Okay. And did you note in there that the
17 proposal included the installation of a dehumidifier?

18 A Yes.

19 Q Would that or did that impact what you're
20 thinking as far as what happens to the moist air
21 underneath the building?

22 A It didn't impact. It was just one man's
23 opinion of what you could do. One company's opinion.
24 There's other opinions out there.

25 Q Okay.

1 A You can do several things.

2 Q Okay. So what I'm specifically asking you
3 is, is that what your understanding of an encapsulation
4 that he was recommending was just trapping the air?

5 A Yes.

6 Q And you didn't -- did you see on there at
7 that time that he was also going to have a dehumidifier
8 in that space as well?

9 A Yeah, I probably -- I mean, I saw a little
10 bit today, so -- but I --

11 Q Did you know what that means?

12 A Yeah, I do.

13 Q What will that do to the moist air?

14 A Well, now that I realize --

15 MR. OXNER: Object to the form.

16 THE WITNESS: Now that I realize, I'm
17 assuming that it's going to take all the water out.

18 BY MR. REDMAN:

19 Q Right. So the air under the house would be
20 much drier; would it not?

21 A But with the --

22 MR. KROPSKI: Object to the form.

23 MR. OXNER: Objection.

24 THE WITNESS: I don't know, you know. I
25 don't know because I'm not a specialist.

1 BY MR. REDMAN:

2 Q Okay. So as far as the encapsulation
3 procedure and what would result when the space was
4 encapsulated under the house, you're not sure about
5 that?

6 A No, I am not.

7 Q Okay. So you gathered the information for
8 your husband to deal with. And did you just let him
9 deal with it from that point on?

10 A No. I actually -- I mean, yes, I let him.
11 But I actually called Emery after Andy left the house.
12 Because Tim still was out of town. And like I said, I
13 call Emery for everything when I don't understand it,
14 and I asked him if he would be -- if he would come back
15 and talk to Tim and is this something that he does, and
16 he said yes.

17 Q Is what something that he does?

18 A Take care of everything that was on the list
19 from the home inspector including putting the vapor
20 barrier down under the house.

21 Q And he said he could do those things?

22 A The vapor barrier and clean all the debris.
23 Let me go back about the debris. Andy constantly -- I
24 mean, his big pitch with us was to clean out
25 underneath. It was a mess. And I told him right there

1 and then, I said, Andy I never knew. I mean, I don't
2 go under my house. So he seemed to talk about that
3 more than anything else. That list he gave you of
4 things that we had to do, one of them was cleaning up
5 under there. So that's what I was calling Emery over,
6 to find out if he would be able to clean it all and do
7 a vapor barrier for us.

8 Q Okay. And what information did you provide
9 to Emery?

10 A I did show him the graph.

11 Q Okay.

12 A I did show him the graph. And he said,
13 Jackie, he said, I could take care of this without a
14 problem.

15 Q This. What is this?

16 A Take care of what needs to be done on the
17 report. Put the vapor barrier down and clean up under
18 the crawl space -- clean the crawl space out.

19 Q So when he said -- when you were giving him a
20 scope of work, what exactly was he shown and told to
21 do?

22 A I just showed him the graph and I told him
23 what Stark said. And I said, I feel uncomfortable
24 about it and Tim's not here. And I said, I think he's
25 doing a sales pitch on me. I've had a couple salesmen

1 years ago try to do a sales pitch. And, you know, I
2 probably have sucker stamped on my forehead, and it's
3 only because I don't understand it. And I kind of go
4 overboard and try to get all my ducks in a row, and
5 sometimes it kind of backfires on me.

6 But this time I showed Emery and I said,
7 Tim's going to be home the following morning or
8 following afternoon. And I said, I just feel
9 uncomfortable. He was a really nice man. But as the
10 little meeting went on, if you want to call it that, he
11 started pitching more what sounded like, you know what,
12 this is what you need to do and our company will do it.
13 And I felt uncomfortable. I felt pressured, so I did
14 not do it.

15 Q So at some point in the meeting and the
16 discussion with Andy, he was saying that you need to do
17 encapsulation under this house?

18 MR. OXNER: Object to form.

19 THE WITNESS: He was suggesting it. He was
20 suggesting it. But again, he said -- and he said it
21 twice or three times, he said if I was going to do a
22 CL-100, you are clear for today.

23 BY MR. REDMAN:

24 Q Okay.

25 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

EXHIBIT E



RELEASE OF AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE

☒ 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: <u>Randy Craig Cole</u>	Date: <u>06/18/2018 13:10:21</u>	Time: _____
BUYER: <u>Suzanne B Cole</u> <u>Suzanne B Cole</u>	Date: <u>06/18/2018 13:14:00</u>	Time: _____
SELLER: <u>Thomas C Orlons</u>	Date: <u>6-18-2018</u>	Time: <u>1:35 PM</u>
SELLER: <u>Jacqueline Orlons</u>	Date: <u>6-18-2018</u>	Time: <u>1:35 PM</u>
BROKER: <u>[Signature]</u>	Date: <u>6-18-18</u>	Time: <u>1:57 PM</u>
BROKER: _____	Date: <u>06/18/2018 02:10 PM EDT</u>	Time: _____

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☒ BUYER ☒ BUYER ☒ SELLER ☒ SELLER HAVE READ THIS PAGE

FORM 515 PAGE 1 of 1

United Real Estate Myrtle Beach, 3405 N. Kings Hwy., Myrtle Beach, SC 29577
 Todd Palmer

Phone: (843) 661-1371 Fax: _____
 Produced with zipForm® by zipLegal 18070 Filmore Lake Road, Fraser, Michigan 48028 www.zipLegal.com

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 reliable 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 Mac 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

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Cell 516-443-4215

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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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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.



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INDEX TO EXAMINATION

Witness:

Kimbrough, Ed (sworn)

Examination by Mr. Kropski 4

Examination by Mr. Oxner 25

Examination by Mr. Redman 32

Further Examination by Mr. Kropski 49

Examination by Mr. Kozick 56

Further Examination by Mr. Oxner 56

Further Examination by Mr. Redman 60

Further Examination by Mr. Oxner 63

Court Reporter's Certificate 66

INDEX TO EXHIBITS

Exhibit Number 47 25

Contract to Buy and Sell (Previously Exhibit 5)

Exhibit Number 48 27

E-mail FW: Offer (Previously Exhibit 16)

Exhibit Number 49 49

E-mail FW: CL 100 (Previously Exhibit 17)

Exhibit Number 50 60

Repair Verification Form

1 A. Yes.

2 Q. -- to your recollection?

3 A. Uh-huh.

4 Q. Did they have a home inspection?

5 A. Laura had called and said I've got a home
6 inspection that we had. We're on a short window
7 closing wise. And she said, you know, the guy did a
8 really good job, and so she sent it on.

9 She also sent the issues in the home inspection
10 that were addressed by the contractor, so we worked
11 from that.

12 So we did use that document and that report which
13 we assumed to be a valid report due to the fact that
14 by law, it has to be a licensed contractor making
15 those repairs.

16 It's just not anybody off the street. So and
17 then as far as the CL-100 report, that was going to be
18 our responsibility. I wanted it that way.

19 I talked to Mr. and Mrs. Isaac about it mainly
20 because we control who did it and it would also verify
21 that the work that Mr. and Mrs. Onions did as a result
22 of the home inspection could be verified, i.e., the
23 moisture levels under the house.

24 Q. Okay. This is an e-mail, and you can take a
25 look through and read it. That is dated -- you know

1 what, let me give you this one because it's got the
2 fancy sticker.

3 It's marked Exhibit 41. And the top part, you
4 don't need to look at. There's a chain,
5 lauraandpawleys@gmail to you, that's your e-mail
6 address?

7 A. Correct.

8 Q. Okay. Have you seen this before?

9 A. Yes, I have.

10 Q. Have you looked at it recently?

11 A. Yes.

12 Q. Okay. Just going through here, if I
13 understand correctly, the prior buyers, the Coles, who
14 had the contract and then it fell out, which gave the
15 opportunity to the Isaacs, they couldn't close because
16 of an appraisal issue. Is that --

17 A. Well --

18 Q. -- what you understand?

19 A. At some point, we did find that out.

20 Q. And what did you perceive this e-mail when
21 you got it in terms of, you know, all of this talk
22 about the value of the --

23 A. Waste of time.

24 Q. Okay. Waste of time?

25 A. A complete waste of print. I mean, we did

1 our homework. I did the comps. I talked to a
2 property appraiser. I mean, and we knew what the
3 value -- close to what the value of the house was
4 prior to making an offer.

5 Q. Okay.

6 A. And I'm sure you're referring to this line
7 about the CL-100.

8 Q. I'm referring to, you know, the five
9 paragraphs talking about comps and different values.

10 A. Just not relevant to us.

11 Q. Okay.

12 A. I don't depend on anyone else --

13 Q. Right.

14 A. -- to come up with that information.

15 Q. So you were satisfied with submitting the
16 offer that the purchase price was fair?

17 A. Yes.

18 Q. Okay. And the CL-100 reference that is made
19 here, it says: CL-100 was done yesterday, and from
20 what I understand, it was good. But I can obtain the
21 report if/when necessary as the sellers paid for it.

22 Did you want that CL-100 report?

23 A. No.

24 Q. Okay. How come?

25 A. I mean, well, because it's our responsibility

1 to do it. It was going to be on our terms, not on
2 their terms or anybody else's terms.

3 I thought when she said "good," I thought,
4 perfect. We're not going to have an issue on that.
5 We will order our own CL-100 and we'll verify the
6 information that we need to see regarding repairs.

7 So, no, I mean, and it was -- it was not even
8 relevant from a date period. CL-100 reports are only
9 good for 30 days. We would have had to have another
10 one done prior to closing anyway.

11 So my thought is let's do it ourselves, and we'll
12 verify what we're looking for.

13 Q. Right.

14 A. And there was no mention as to who performed
15 that CL-100.

16 Q. Okay.

17 A. It could have been any fly by night company.
18 I have no idea.

19 Q. Okay. Just wasn't something that you were --
20 you were not interested in getting it; you were doing
21 your own CL-100?

22 A. That's correct.

23 Q. Okay.

24 A. Yes.

25 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: (EB) (JP) Purchaser: (AF) (YJW) 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

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com

Onions offer for

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: (TS) (Q) Purchaser: (A) (UX) 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

Owner: (CF) (8) Purchaser: (A) (W/X) acknowledge receipt of a copy of this page which is page 3 of 5.

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: (RE) (8) Purchaser: (RE) (8) acknowledges receipt of a copy of this page which is page 4 of 5.

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 2:00 PM

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



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 (CCRB). 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
Owner signature: Jacqueline Onions Date: 4-23-18 Time: 2:00 PM
Purchaser signature: Rory M. Isaac Date: 6/20/18 Time: _____
Purchaser signature: Kimberly Isaac 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: Seller only	Type of building: Single Family (2 story)	Approximate age of building: 13 years
Temperature: 69 degrees at time of arrival	Weather: Clear	Ground/Soil surface condition: Dry
Rain in last 3 days: No	Radon Test: No	Water Test: 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 Crawl space 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



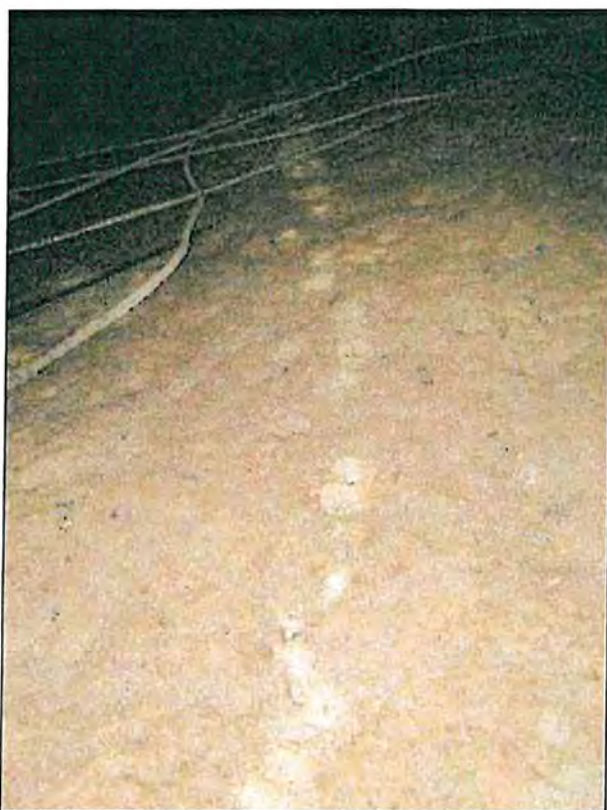
7.6 Item 2(Picture) Dampness in crawl space - missing vapor barrier



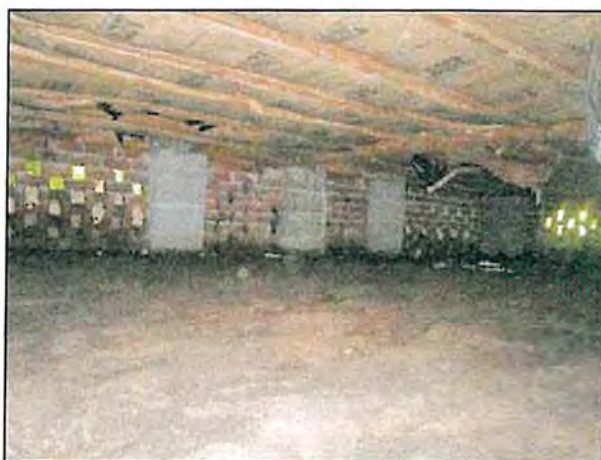
7.6 Item 3(Picture) Missing vapor barrier - damp ground



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

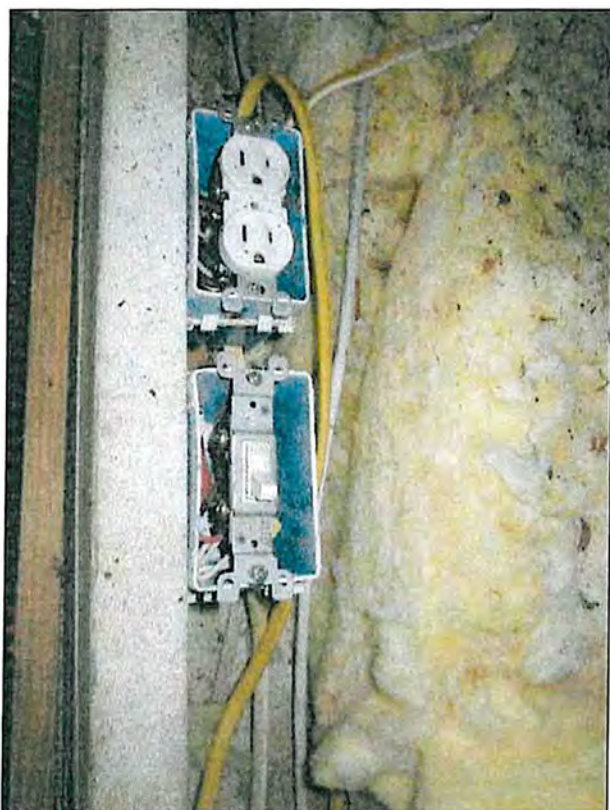


7.6 Item 5(Picture) Missing vapor barrier - damp ground



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,

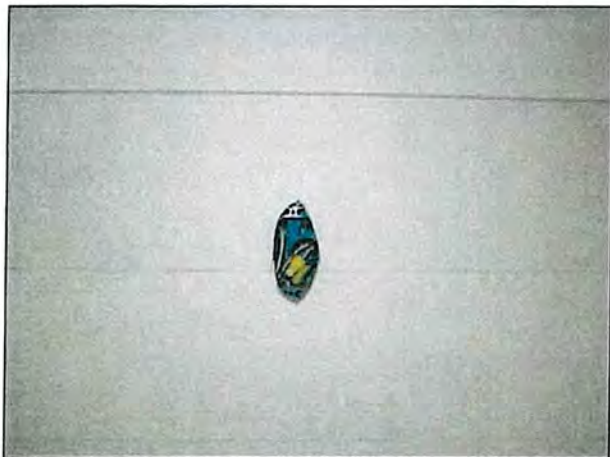


1.7 Item 1(Picture) Missing covers

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: _____

Thomas & Jacqueline Onions

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

9/2017 FORM 300 PAGE 1 of 8

Pawleys Island Realty Co LLC, PO Box 206 Pawleys Island SC 29585
Ed Kimbrough

Phone: 843-5462514

Fax: 843-237-1691

Rory M. Isaac

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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

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9/2017 FORM 300 PAGE 2 of 8

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Rory M. Isaac

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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9/2017 FORM 300 PAGE 3 of 8

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Rory M. Isaac



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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9/2017 FORM 300 PAGE 1 of 8

Pawleys Island Realty Co LLC, PO Box 304 Pawleys Island SC 29585
Ed Kimbrough

Phone 843-5462514

Fax: 843-237-1691

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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

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9/2017 FORM 300 PAGE 2 of 8

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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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9/2017 FORM 300 PAGE 3 of 8

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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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9/2017 FORM 300 PAGE 4 of 8

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Rory M. Isaac

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

9/2017 FORM 300 PAGE 5 of 8

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Rory M. Isaac

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

9/2017 FORM 300 PAGE 6 of 8

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Rory M. Isaac

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: t@onions@sc-rr.com

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FORM 300 PAGE 7 of 8

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Rory M. Isaac

TRANSACTIONAL INFORMATION ONLY (Attach SCR390 if space needed for contractual agreement terms):

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: [Signature]ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): The Georgetown Real Estate AgeDESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): The Georgetown Real Estate AgencyESCROW AGENT CONTACT INFO: 402 Church Street Georgetown, SC 29440(843) 546-2514LICENSEE: Ed Kimbrough SC LICENSE # 49994 EXPIRES 06/30/2019BROKER IN CHARGE: Betsy Altman SC LICENSE # 1432 EXPIRES 06/30/2019BROKERAGE COMPANY NAME: The Georgetown Real Estate AgencyINVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*
☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGEMEMBERS 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 Kopchyanski SC LICENSE # 86003 EXPIRES 6/18/19BROKER IN CHARGE: Jody Nance SC LICENSE # 54971 EXPIRES 6/18/20BROKERAGE COMPANY NAME: RE/MAX BEACH & GOLFINVOLVED AS: ☒ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*
☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGEMEMBERS OF Coastal Carolina ASSOCIATION/BOARD OF REALTORS®NOTICE ADDRESS: 14361 Ocean Hwy Unit 28 Pawleys Island, SC 29585NOTICE EMAIL/FAX: Laura.in.pawleys@gmail.comMOBILE PHONE: 516-443-4205 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

9/2017 FORM 300 PAGE 8 of 8

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Rory M. Isaac



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
Rory M. Isaac

BUYER: Kimberly J. Isaac Date: 6/20/2018 Time: 7:45 pm
Kimberly J. Isaac

Date: _____ Time: _____

Date: _____ Time: _____

SELLER: Thomas C. Onions Date: 6/20/2018 Time: 9:05 PM
Thomas C. Onions

SELLER: Jacqueline Onions Date: 6/20/2018 Time: 9:05 PM
Jacqueline Onions

Date: _____ Time: _____

Date: _____ Time: _____

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FORM 390 PAGE 1 of 1

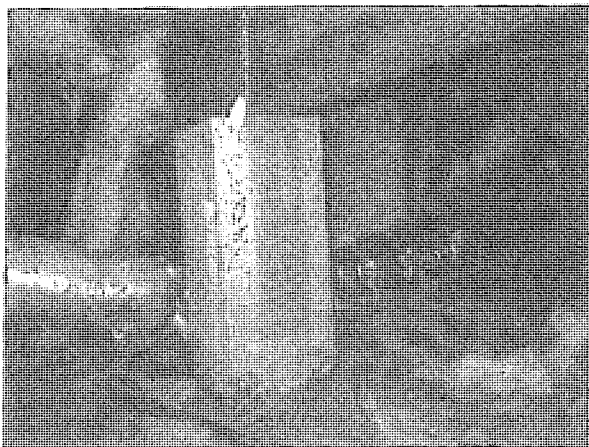
Pawleys Island Realty Co LLC, PO Box 306 Pawleys Island SC 29585
Ed Kinkadee

Phone: 843-5462514 Fax: 843-237-1691
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Rory M. Isaac

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)



Handwritten signatures and initials:
 RND
 KPI
 [Signature]

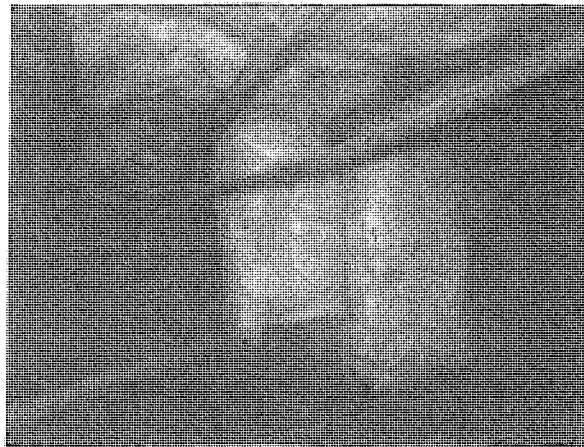
7.3 Item 1(Picture) Wood beam and posts under living area

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 Previous Infestation

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

Active Infestation		Previous Infestation	
YES	NO	YES	NO
☐	☒	☐	☒
☐	☒	☐	☒
☐	☒	☐	☒
☐	☒	☐	☒
☐	☒	☐	☒

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%)
- b. Non-active wood-destroying fungi (wood moisture content < 28%)

Yes ☐ No ☒
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 regarding 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 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 ☒ 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 addressed 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 hvacienist 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
C0029431 BRENT COLE

(MUST BE CERTIFIED IN CATEGORY 7A)

Buisness License Number B0001184

Firm: Lane's Professional Pest Elimination Inc

By:

ADDRESS:

OF FIRM:

PO Box 14973

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



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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,) DEPOSITION OF:
PLAINTIFFS,) RORY M. ISAAC
vs.)
THOMAS C. ONIONS, JACQUELINE)
ONIONS, LAURA KOPCHYNSKI)
AND LANE'S PROFESSIONAL PEST)
ELIMINATION, INC.,)
DEFENDANTS.)

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

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Also Present: Kimberly J. Isaac

I N D E X

WITNESS	PAGE
Rory M. Isaac	
Examination by Mr. Kropski.....	4
Examination by Mr. Oxner.....	102
Examination by Mr. Kernodle.....	127
Examination by Mr. Kropski.....	162
Examination by Mr. Oxner.....	164

E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
P39	Letter dated 10/24/2018	44
P40	ABS invoice 8/23/2018	83

R. Isaac Dep.

Pg. 56

1 A That's exactly what was happening.

2 Q I -- so that's what I mean. Who saw water flowing
3 into the crawl space and who told you that Laura was aware
4 of water flowing into the crawl space?

5 A I don't know. I can't answer that specific
6 question.

7 Q Is it possible that this letter is a little bit
8 inaccurate?

9 MR. REDMAN: Object to the form of the question.

10 THE WITNESS: It's possible you're interpreting
11 differently than what we wrote it to mean.

12 BY MR. KROPSKI:

13 Q Okay. So we agree that Laura did -- that you
14 don't know of any time Laura saw water flowing underneath
15 the house?

16 A I do not.

17 Q Okay. Can you go to the second page, third --
18 second full paragraph?

19 A Okay.

20 Q Third paragraph. All right. Third sentence in
21 there, it says: "The Onions also neglected to disclose that
22 they had installed two mechanical sump pumps in a failed
23 effort to stop the repeated water damage."

24 A Okay, tell me where you are again.

25 Q The third paragraph down. Second full paragraph.

R. Isaac Dep.
Pgs. 65-68

1 people. And then didn't act at all knowing -- and also knew
2 the Onions didn't follow the recommendations. Didn't follow
3 the recommendations. And she chose not to disclose that.

4 That, to me, is concealing it. If you don't
5 disclose something that you know and you have an obligation
6 to do that, I would -- I would call that concealing it.
7 That's how I would interpret that. So that is my answer to
8 your question why I would say she concealed it.

9 BY MR. KROPSKI:

10 Q Okay.

11 A Okay.

12 Q Exhibit 5, can you look at that?

13 A I can.

14 Q The inspection.

15 A We can. All right. Let me put these back because
16 I'm trying my best to keep these in order.

17 Okay. Exhibit 6 is what you want?

18 Q Yep.

19 A Okay. That's the Cornerstone home inspection
20 report?

21 Q Yes.

22 A Okay.

23 Q Exhibit 6 is the Cornerstone home inspection
24 summary.

25 A Okay.

1 Q And paragraph seven.

2 A Okay.

3 Q Or section seven.

4 A Okay.

5 Q Talks about the crawl space.

6 A Yep.

7 Q And it mentions 7. -- let's see -- 5. Pardon me,
8 7.6.

9 A Okay.

10 Q Item -- picture one, dampness in crawl space.
11 Picture two, dampness in crawl space. Picture three,
12 missing vapor barrier, damp ground. Picture four, wet
13 debris on top of vapor barrier. Picture five, missing vapor
14 barrier/dead ground. Picture six, no vapor barrier, damp
15 ground. We -- you saw this before putting in the offer;
16 correct?

17 A Correct.

18 Q Okay. And you did not have a property inspection
19 performed yourself?

20 A I did. By Lane's.

21 Q Okay.

22 A Who did a CL-100. And came back. And if all this
23 stuff was there, it should of been noted in the CL-100. It
24 was not. It came back. My attorney that I used to close
25 this thing says one of the best -- one of the best CL-100s

1 he had ever seen. He said, You should be happy. This is a
2 great CL-100.

3 So all of this stuff, in my mind, this is what we
4 depended on. When we saw this, we wanted a CL-100. If
5 there was moisture down there, the CL-100 should of told us
6 that. And that CL-100 not only didn't tell us that, it told
7 us that it was great.

8 Q Okay.

9 A It was great. Eight to 18 percent. Now I've come
10 to learn, to my detriment, that that's probably a big pile
11 of bologna. But that's what it said and that's why we
12 didn't feel like we needed to do anything else.

13 We had a -- we had a CL-100 report that very
14 clearly said you don't have a problem with moisture under
15 your house.

16 Whereas a month -- and what Mr. Onions gave us was
17 these repair verifications that said I've taken care of it.
18 And you know what we thought? Oh, man, it's working. It's
19 doing the job it's supposed to do, because Lane's CL-100
20 says it's great.

21 So, yes, I had it inspected by a qualified,
22 licensed by the State of South Carolina, I think, to do
23 CL-100s. And as I read the CL-100, there's a lot of laws
24 that you lawyers have written around that, or legislature
25 with lawyers in it, has written around that CL-100. And I

1 depended upon on its truthfulness and its accuracy. Again,
2 to my detriment.

3 Q Okay.

4 A Okay.

5 MR. OXNER: Easy on the lawyers.

6 MR. KROPSKI: We're not evil.

7 BY MR. KROPSKI:

8 Q And the inspection report, which was provided to
9 you--

10 A Uh-huh.

11 Q -- and then the repair verification that said
12 Emery Custer did this -- put the fan under. And you were
13 aware of that; correct?

14 A Yes, we were.

15 Q Is there a reason that Laura knew something
16 different than what you knew as far as the fan and the
17 effectiveness of the repairs that were done under the house?

18 A What Laura knew that we didn't know -- that my
19 wife and I didn't know when we closed this transaction, was
20 that there was a May 16th and a June the 18th CL -- not
21 CL-100, the one done in May was a moisture proposal. A
22 moisture remediation proposal done by Stark.

23 And then June the 18th, what we got was -- what
24 they got was a CL-100 that showed elevated moisture levels
25 and wood-destroying fungi, wet conditions, standing water.

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	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	PLAINTIFFS' MEMORANDUM IN
	)	FURTHER SUPPORT OF PLAINTIFFS'
Thomas C. Onions, Jacqueline Onions,	)	MOTION TO ALTER AND AMEND
Laura Kopchynski, and	)	FILED ON AUGUST 5, 2019
Lane's Professional Pest Elimination, Inc.	)	
	)	
Defendants.	)	
	)	

Pursuant to Rule 59(e), Plaintiffs Rory M. Isaac and Kimberly J. Isaac, moved this Court to Alter its Order granting Defendant Laura Kopchynski's Motion for Summary Judgment. The undersigned Counsel for this matter was unable to attend the original hearing on Defendants' Motions and the transcript for the hearing was just recently made available. Further, Defendant Kopchynski's Memorandum in support of Summary Judgment was only provided to Plaintiffs immediately before the original hearing in violation of the Supreme Court's standing Order. Respectfully, Plaintiffs now direct this Court to a critical issue of fact overlooked, misunderstood, and/or misapplied by the Honorable Court.¹

There is competent evidence Defendant Kopchynski knowingly misrepresented a material fact. Instead of truthfully correcting her misstatement, she chose to actively conceal what she knew to be critical material information.

¹ This filing does not restate the prior arguments in Plaintiffs filings with specific and detailed citations to the record, which create a record replete with competent evidence of Kopchynski actively concealing known material facts, i.e., as set forth in Plaintiffs' Memoranda in Support of its Motion and in Opposition to Summary Judgment Motions; the Affidavits of Experts Henry S. Moore, IV and Norris Randy Ward, as well as the factual affidavits of Chad Gibson and Brad Cromartie; as well as the exhibits introduced at the Hearing.

BRIEF FACTUAL RECITATION

The Court's Order of August 12, 2019, points to Laura Kopchynski's "email dated June 19, 2018, [where Defendant] Kopchynski advised Kimbrough [Plaintiffs' Agent,] the "CL-100 was done yesterday and from what I understand it was good ..." along with an out of context statement from Mr. Kimbrough's deposition to reach the conclusion that Plaintiffs waived their right to rely upon any of the numerous fraudulent statements said and acts of active concealment by Defendant Kopchynski. (See Order, pp. 2-3)

The reason Mr. Kimbrough didn't think Defendant Lane's first CL-100 was relevant was because Kopchynski specifically misrepresented² the contents of that report by stating "***It was good***" *Id.* (emphasis added). In fact, this very issue was so critical that Mr. Kimbrough specifically testified he would not have relied upon a report purchased by the Defendants stating the property was "good."

BY MR. OXNER:

- Q. When I initially started asking you questions, or might have been Steve, correct me if I'm wrong, but it's my understanding your testimony was that you really didn't care about the original CL-100; is that correct?
- A. ***I wouldn't say I wouldn't care about it, but the fact is it was reported that it was good*** and it was up to us to verify that it was good and the only way to verify it was to have -- take responsibility for the CL-100 ourselves, which is what we planned to do all along.

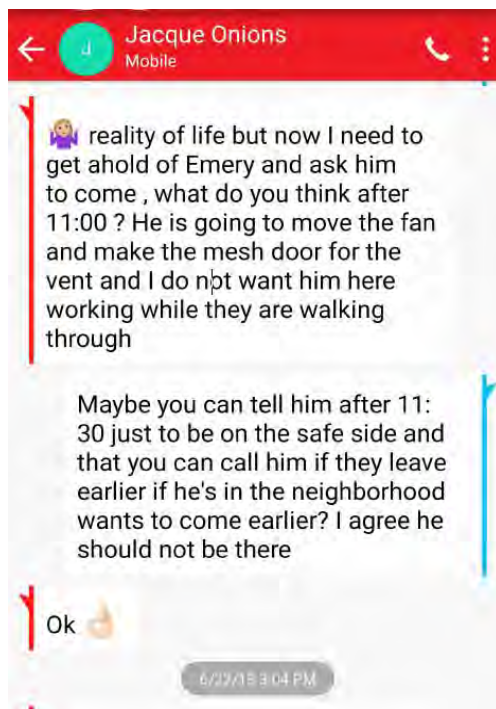
² Kopchynski made the misrepresentation (i) **after** Mr. Stark had verbally explained numerous troubling findings to her, including excessive moisture, existing damage, and visible wood decaying fungi, **and** (ii) a month **after** the sham "repair procedure" performed by an unlicensed contractor. Mr. Ward and Mrs. Kopchynski sharply dispute what was said during their interactions. (See Aff. of Ward, ¶ 10 (Stating he did **not** tell Kopchynski the house passed inspection)).

- Q. Okay. My understanding was your testimony is you didn't have any interest in that first CL-100. You knew it was out there, but you were going to get your own; is that right?
- A. Correct. ***And perhaps [if] she would have reported that it was bad, I would have probably said, yeah, let us see it. But the fact is she reported it was good.*** So we're moving along at that point. Things look good, you know.

Dep. of Kimbrough, p. 57, ln. 1-22. (*emphasis added*) (Attached as Exhibit A)

The truth is that the first CL-100 identified the persistence of severe problems in the crawl space a month after the sham repairs of an unlicensed contractor. (Dep. of Sheheen, p. 119-121) Defendant Kopchynski acknowledged that she received the report, reviewed it, and did not correct the material misrepresentation made to Mr. Kimbrough. (Dep. of Kopchynski, pp. 113-114).

In fact, Kopchynski's own text messages indicated that she specifically told Mrs. Onions to make sure their repairman did not show up as scheduled to perform additional work in the crawl space the next day, as presented to the Court during the Hearing:



Kopchynski further testified that she and Mrs. Onions conspired to steer the Plaintiffs away from Stark Exterminators, and toward Defendant Lane's for their CL-100 inspection.

Q Well, before -- did you have a conversation with the Onionses about the CL-100 needing to be done for the Isaacs?

A They knew part of the contract that they were going to have a CL-100.

Q The Onionses knew?

A Yes.

Q Okay. And did you talk with them about who was going to do the CL-100 on their house?

A No, because we didn't know at the time, because the Isaacs were going to get to choose who to select.

Q Okay. So you didn't know at the time. Did you discuss that matter with them at the time?

A The only time it came up with the Isaacs with the CL-100 is I was noticing it was time to schedule one. And I called Ed and said, you have to schedule the CL-100. And he thought it was the seller's responsibility. And I looked back over the contract, I said, no, the buyer is paying for it and the buyer is choosing the provider and we're in that time frame. And that was the same time I had told -- when Jackie Onions and I had talked about we need to get -- that the CL-100 has to get done. I said, I'm going to find out who's going to do it and I'm going to let Ed know what happened with -- **if Stark comes, that it could be awkward.**

Q Okay. So there was a discussion with you and Jackie about I'm going to find out who it is and that if Stark shows up, it could be awkward because --

A **I'm going to let Ed know that it could be awkward if Stark comes, but they are welcome to use Stark.**

Q And you had that conversation with Jackie?

A Yes.

Q Was Tim around?

A I don't believe so.

Q Okay. But it was -- was the gist of that discussion that you and Jackie would prefer that Stark not do the CL-100?

A No. It was just going to be awkward for her because she was present for it. It was going to be awkward for her if Andy came back and they didn't -- after the time that he spent and all the conversation that they had, that she didn't actually go ahead and hire him. It was more about awkwardness for her.

Q Okay. So your testimony is that a discussion took place that having Stark back out there would be a problem?

A No, not a problem. That it could be awkward, that's all.

Q Okay. And after you had that conversation with Jackie and you were going to go and talk to Ed, were you going to -- you told me that you spoke to Ed and you told them Stark was out there and --

A It could be awkward.

Q And you told them you would hope they'd be professional but you just don't know?

....

A Yes.

Dep. of Kopchynski, pp. 137-39(*emphasis added*). (Attached as Exhibit B)

Based upon the forgoing, there is simply no question there is competent evidence that Defendant Kopchynski personally actively misrepresented and concealed a critical material fact, and thereafter worked to steer Plaintiffs away from Stark Exterminators and toward Lane's.³

STANDARD OF REVIEW

This Honorable Court must view the evidence and the inferences that can be drawn therefrom in the light most favorable to the Plaintiffs. *Laurens Emergency Med. Specialists, P.A. v. M.S. Bailey & Sons Bankers*, 355 S.C. 104, 108-09, 584 S.E.2d 375, 377 (2003). Summary

³ See Memo Opp. Summ. J., filed July 26, 2019, pp. 8-9.

judgment is a drastic remedy to be invoked cautiously and must be denied where the non-moving party demonstrates a scintilla of evidence in support of her claims. *Gibson v. Epting*, 426 S.C. 346, 352-53, 827 S.E.2d 178 (Ct. App. 2019). A scintilla “means a gleam, a glimmer, a spark, the least particle, or the smallest trace.” *Id.* A scintilla of evidence is any material evidence which, taken as true, would tend to establish the issue in the mind of a reasonable juror. *Id.*

LAW & ANALYSIS

Plaintiffs’ largely rely upon their prior briefing of the common and statutory law that expressly requires a licensed real estate agent to 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. S.C. Code § 40-57-350(G)(2) and *Lawson v. Citizens & S. Nat’l Bank of S.C.*, 259 S.C. 477, 485, 193 S.E.2d 124, 128 (1972). South Carolina Code § 27-50-70 states that the licensee may be held liable if she knowingly provides the purchaser with the requisite disclosure form that contains false, incomplete, or misleading information. The requisite form itself refers to South Carolina Code of Laws (Title 27, Chapter 50, Article I) and states verbatim: “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.”

Finally, questions concerning reliance and its reasonableness are factual questions that must be construed in favor of the nonmoving party and ultimately left for the trier of fact to resolve after hearing all of the evidence. (*Florentine Corp.*, 287 S.C. at 386, 339 S.E.2d at 114; *Slack v. James*, 364 S.C. 609, 615, 614 S.E.2d 636, 639 (2005).

CONCLUSION

In this case, Defendant Kopchynski made an affirmative statement that was false, and thereafter she chose to conceal her misstatement. This active concealment inflicted tremendous damages upon Plaintiffs, who now pray to be able to present their case before this Honorable Court and a Jury of their peers.

Respectfully Submitted,

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

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843.448.2400

Attorneys for Plaintiffs

/s/ George W. Redman, III

(SC Bar No. 72365)

Myrtle Beach, South Carolina

August 30, 2019.

In the Matter Of:
ISAAC vs ONIONS

2018-CP-22-00956

ED KIMBROUGH

June 10, 2019



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800.211.DEPO (3376)
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Exhibit A

1 BY MR. OXNER:

2 Q. When I initially started asking you
3 questions, or might have been Steve, correct me if I'm
4 wrong, but it's my understanding your testimony was
5 that you really didn't care about the original CL-100;
6 is that correct?

7 A. I wouldn't say I wouldn't care about it, but
8 the fact is it was reported that it was good and it
9 was up to us to verify that it was good and the only
10 way to verify it was to have -- take responsibility
11 for the CL-100 ourselves, which is what we planned to
12 do all along.

13 Q. Okay. My understanding was your testimony is
14 you didn't have any interest in that first CL-100.
15 You knew it was out there, but you were going to get
16 your own; is that right?

17 A. Correct. And perhaps she would have reported
18 that it was bad, I would have probably said, yeah, let
19 us see it.

20 But the fact is she reported it was good. So
21 we're moving along at that point. Things look good,
22 you know.

23 Q. She gave you the opportunity to request to
24 see it, correct?

25 A. She did.

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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1 Q Well, before -- did you have a conversation
2 with the Onioneses about the CL-100 needing to be done
3 for the Isaacs?

4 A They knew part of the contract that they were
5 going to have a CL-100.

6 Q The Onioneses knew?

7 A Yes.

8 Q Okay. And did you talk with them about who
9 was going to do the CL-100 on their house?

10 A No, because we didn't know at the time,
11 because the Isaacs were going to get to choose who to
12 select.

13 Q Okay. So you didn't know at the time. Did
14 you discuss that matter with them at the time?

15 MR. KROPSKI: Object to the form.

16 MR. OXNER: Same objection.

17 THE WITNESS: The only time it came up with
18 the Isaacs with the CL-100 is I was noticing it was
19 time to schedule one. And I called Ed and said, you
20 have to schedule the CL-100. And he thought it was
21 the seller's responsibility. And I looked back over
22 the contract, I said, no, the buyer is paying for it
23 and the buyer is choosing the provider and we're in
24 that time frame. And that was the same time I had
25 told -- when Jackie Onions and I had talked about we

1 need to get -- that the CL-100 has to get done. I
2 said, I'm going to find out who's going to do it and
3 I'm going to let Ed know what happened with -- if
4 Stark comes, that it could be awkward.

5 BY MR. REDMAN:

6 Q Okay. So there was a discussion with you and
7 Jackie about I'm going to find out who it is and that
8 if Stark shows up, it could be awkward because --

9 A I'm going to let Ed know that it could be
10 awkward if Stark comes, but they are welcome to use
11 Stark.

12 Q And you had that conversation with Jackie?

13 A Yes.

14 Q Was Tim around?

15 A I don't believe so.

16 Q Okay. But it was -- was the gist of that
17 discussion that you and Jackie would prefer that Stark
18 not do the CL-100?

19 A No. It was just going to be awkward for her
20 because she was present for it. It was going to be
21 awkward for her if Andy came back and they didn't --
22 after the time that he spent and all the conversation
23 that they had, that she didn't actually go ahead and
24 hire him. It was more about awkwardness for her.

25 Q Okay. So your testimony is that a discussion

1 took place that having Stark back out there would be a
2 problem?

3 MR. KERNODLE: Object to the form.

4 MR. KROPSKI: Object to the form.

5 THE WITNESS: No, not a problem. That it
6 could be awkward, that's all.

7 BY MR. REDMAN:

8 Q Okay. And after you had that conversation
9 with Jackie and you were going to go and talk to Ed,
10 were you going to -- you told me that you spoke to Ed
11 and you told them Stark was out there and --

12 A It could be awkward.

13 Q And you told them you would hope they'd be
14 professional but you just don't know?

15 MR. KERNODLE: Object to the form of the
16 question.

17 BY MR. REDMAN:

18 Q Is that what you said?

19 MR. KERNODLE: Object to the form of the
20 question.

21 BY MR. REDMAN:

22 Q That was your testimony?

23 MR. KERNODLE: Object to the form of the
24 question.

25 THE WITNESS: Yes.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
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	)	
Rory M. Isaac and Kimberly J. Isaac	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	PLAINTIFFS' THIRD
	)	MEMO IN SUPPORT OF
Thomas C. Onions, Jacqueline Onions,	)	MOTION TO AMEND
Laura Kopchynski, and	)	
Lane's Professional Pest Elimination, Inc.	)	
	)	
Defendants.	)	
	)	

Granting Defendant Laura Kopchynski's Motion for Summary Judgment would be manifestly unjust and cause prejudicial delay. Kopchynski's memo in support of her Motion was filed very late, in violation of the standing Order of the Supreme Court, and this facilitated the presentation of misleading deposition testimony.¹ This filing seeks to alert the Court that the Order granting Summary Judgment does not comply with SCRCP, Rule 54(b) which provides:

- (b) Judgment Upon Multiple Claims or Involving Multiple Parties. When more than one claim for relief is presented in an action, whether as a claim, counterclaim, cross-claim, or third-party claim, or when multiple parties are involved, the court may direct the entry of a final judgment as to one or more but fewer than all of the claims or parties **only upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment.**

The dismissal of Defendant Laura Kopchynski and would force Plaintiffs to immediately appeal under S.C. Code §§ 14-3-330(1) and (2), and said Appeal will stay this Action. Opportunistic

¹ This filing does not reargue the factual & legal arguments and the contradictory deposition testimony within the Motion and Memoranda filed on August 5 and August 30, 2019.

and procedural irregularities should not be allowed to render Supreme Court Orders meaningless and upend the timely and compete adjudication of this matter for all Parties.

In the face of such procedural irregularity, Plaintiffs' presentation of the contradictory and competent deposition testimony of Plaintiffs' Realtor, Ed Kimbrough, should now prevent Summary Judgment and allow all of the Parties to finalize discovery, mediate this matter,² and to the extent necessary, present their entire case to the ultimate trier of fact.

CONCLUSION

Pursuant to Rule 59(e), Plaintiffs Rory M. Isaac and Kimberly J. Isaac, respectfully pray this Honorable Court will Alter its Order and deny Defendant Laura Kopchynski's Motion for Summary Judgment.

Respectfully Submitted,

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

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843.448.2400

Attorneys for Plaintiffs

/s/ George W. Redman, III

(SC Bar No. 72365)

Myrtle Beach, South Carolina

September 20, 2019.

² Mediation is scheduled to take place on October 7, 2019.

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF BRAD CROMARTIE
COUNTY OF GEORGETOWN)

Personally appeared before me, Brad Cromartie, who, upon being duly sworn, deposes and states as follows:

1. I live in the Litchfield Plantation community and prior to December 2016, I was a member of the board of directors for the Litchfield Plantation Property Owners Association (the "POA"), and as such I have personal knowledge of the matters set forth herein.
2. In December of 2016, I received a series of text messages from a resident in the neighborhood named Chad Gibson. He was contacting me about his property on Tuckers Road in Litchfield Plantation, directly across the street from a house which was owned by Thomas "Tim" Onions. Mr. Onions' house had a street address of 24 Avenue of Live Oaks. I believe Mr. Gibson was contacting me because he thought I was still on the Board of Directors.
3. Tim Onions was also a member of the POA board of directors at that time.
4. The Onions property held standing water every time there was a significant rain, and that it had flooded several times while it was owned by Tim Onions. I took a picture of the flooding on Tuckers Road on October 5, 2015, and that picture is attached to this affidavit as "Cromartie Affidavit Exhibit A."
5. In late 2016, I had been speaking to Chad Gibson about the flooding on the Onions' property because Mr. Onions had been pumping standing water off of his property and over Tuckers road to the side of the street that Chad Gibson's house was on. Some of those communications were by text messages, and a copy of those text messages with the pictures Chad Gibson sent to me are attached to this affidavit as "Cromartie Affidavit Exhibit B."

6. On December 6, 2016, Chad sent the following text messages to me:
 - a. "Dude, he cut the asphalt and recovered it to drain the lot next door"
 - b. "No wonder I have not seen a hose laying across the road recently. It must've done this at night because I never saw that happening."
 - c. "he put a piece of asphalt over the end of the pipe. It looks like they did this yesterday..the strips of asphalt they cut are still in yard."
 - d. "Its making a creek in this lot next door."
 - e. "Just wondering how he got permission to cut up the road and drain his problem water to someone else's property. I would like to know who told him that was ok?"
7. To my knowledge, Tim Onions never gave any notice to anyone, never submitted any plans, never filled out any applications to, and never requested permission from any neighbors, the Litchfield Plantation Architectural Review Board or the Litchfield Plantation POA Board of Directors (or anyone else) before he cut through the asphalt of Tuckers road to divert floodwater off of his property onto Mr. Gibson's side of Tuckers road.
8. At the time, Mr. Gibson was very upset with Tim Onions.
9. I have never met nor spoken to the current owners of the Onions' prior residence at 24 Avenue of Live Oaks.
10. **FURTHER AFFIANT SAYETH NOT.**



 Brad Cromartie

SWORN TO AND SUBSCRIBED before me
 this 14th day of June, 2019.

Notary Public

My commission expires: Jan 13 2025





10/5/15 Tim Onions is flooded to the left. Chad Gibsons driveway on the right

To: Chad Gibson

11/14/16, 10:20 AM

did a little research here's who you need to call or email about someone pumping water on someone else property. i'd include photos too.

Storm Water Georgetown County South Carolina Government
georgetowncountysc.org



11/14/16, 12:12 PM

Hey, I read some of that.. I'm at lunch in gtown. I'll give u a ring in a bit

12/1/16, 8:10 AM

SMS with +1 (843) 240-6238
12/1/16, 10:10 AM

He not pumping yet

iMessage with +1 (843) 240-6238

He not pumping yet

12/6/16, 9:11 AM

Dude, he cut the asphalt and recovered it to drain the the lot next door

SMS with +1 (843) 240-6238

No wonder I have not seen a hose laying across the road recently. It must've done this at night because I never saw that happening

iMessage with +1 (843) 240-6238



To: Chad Gibson



he put a piece of asphalt over the end of the pipe. It looks like they did this yesterday.. The strips of asphalt they cut are still in his yard



Will when rain slacks up

Screenshot

It's making a creek in this lot next door

To: Chad Gibson

iMessage with +1 (843) 240-6238



he put a piece of asphalt over the end of the pipe. It looks like they did this yesterday.. The strips of asphalt they cut are still in his yard



To: Chad Gibson



Will when rain slacks up

It's making a creek in this lot next door

Just wondering how he got permission to cut up the road and drain his problem water to someone else's property. I would like to know who told him that was ok?

12/6/16, 7:43 PM

Didn't call

Not sure I want to be the catalyst. I did them bank of NC that he was illegally flooding their lot

Tell

Chip Abernathy has the listing on that lot

I've already told him they are flooding the lot

To: Chad Gibson

1/13/17, 9:07 AM

What's your Contacts name and number at the bank of North Carolina?

I dealt with Joel foster.. wondering if he is still there.. I know chip Abernathy is the realtor

U have # for bank? Did u talk w chip too?

I told chip about it

Looks like Joel is now at crescom bank

●○○○○ Verizon

9:13 AM

13% 

bankofnc.com

3305 S. Morgan's Pt. \$
Mount Pleasant, SC 29466
Phone: (843) 884-3832
Fax: (843) 884-3879

Myrtle Beach

3751 Robert M. Grissom Pkwy
Suite 100 \$
Myrtle Beach, SC 29577
Phone: (843) 626-2265
Fax: (843) 916-7818

Murrells Inlet

11975 Hwy 17 Bypass \$
Murrells Inlet, SC 29576
Phone: (843) 979-5300
Fax: (843) 652-4202

North Charleston

8420 Dorchester Rd.
North Charleston, SC 29420
Phone: (843) 207-0300

Screenshot

Chip would know who to deal with on them..

1/24/17 9:09 AM

423

Murrells Inlet

11975 Hwy 17 Bypass \$

Murrells Inlet, SC 29576

Phone: (843) 979-5300

Fax: (843) 652-4202

North Charleston

8420 Dorchester Rd.

North Charleston, SC 29420

Phone: (843) 207-0300

Chip would know who to deal with on them..

1/24/17, 8:29 AM

Going to request the minutes. If it wasn't voted on gunna sue him and board. If management company knew they are on hook too. I guarantee it wasn't engineered

Won't be for long.. I'm saddling up

Was dick move not to talk to me about it first

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Civil Action No. 2018-CP-22-00956

Rory M. Isaac and Kimberly J. Isaac)

Plaintiffs,)

vs.)

AFFIDAVIT OF HENRY S. MOORE, IV

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

Defendants.)

Personally appeared before me, Henry S. Moore IV, who, upon being duly sworn, deposes and states as follows:

1. My name is Henry S. Moore IV and I am a consulting Entomologist who has been engaged by the Plaintiffs in the above captioned Action to render an expert opinion, and as such I personal knowledge as to all matters set forth herein this affidavit;
2. My curriculum vitae is attached hereto this Affidavit as Exhibit A;
3. My initial report in this matter, dated October 17, 2018, is attached hereto as Exhibit B;
4. My addendum report, dated May 29, 2019, is attached hereto as Exhibit C.

FURTHER AFFIANT SAYETH NOT.


Henry S. Moore IV

SWORN TO AND SUBSCRIBED before me
This 24 day of July, 2019.


Notary Public

My commission expires: May 17, 2026

Henry S. Moore IV

CONSULTING ENTOMOLOGIST

159 Egret Circle, Georgetown, SC 29440

(843)340-8100 / hmooreiv@yahoo.com

REF: Henry S. Moore IV, Entomologist; Expert Services

Curriculum Vitae

- Born May 11, 1948
- BS Entomology – Clemson University 1971
- Master Science Entomology – Clemson University 1973
- Licensed Pest Control Operator
- Licensed Home Inspector
- 5 Entomological Scientific Publications
- Assistant County Agent – Clemson Extension Service 1975-1977

Home Owner/Landscaping Pest Control Duties

- Pest Control Business – 1977 to 1979 Georgetown County & Clarendon County, SC
- Started Mooregard Exterminating Services, INC 1979 in Georgetown & Charleston Counties, SC

- Sold Mooregard Exterminating Services, INC 1998 to Home Team Pest Control
- Worked as an Expert Witness from September 2000 to 2004 for several attorneys in Georgetown, Horry & Charleston Counties, SC
- Started Moore's Premium Termite & Pest Control, LLC in February 2003 in Georgetown, Horry and Charleston Counties, SC
- Sold Moore's Premium Termite & Pest Control, LLC to Arrow Exterminating in 2018

As an Entomologist with over 40years experience in the structural pest control business and with expert witness experience, my services are charged at the following rates:

- **\$150/hour for expert services at the inspection site, follow up report preparation and any deposition, mediation or court time.**

Thank you for your consideration!

Consulting Entomologist



Agreed : _____ DATE: _____

October 17, 2018

Rory M. Isaac
24 Avenue of Live Oaks
Pawleys Island, SC 29585

Ref.: Crawlspace and Substructure Moisture Inspection of 24 Ave. of Live Oaks, P.I., S.C.

On October 5, 2018, I inspected the crawlspace area of 24 Ave. of Live Oaks, P.I., S.C., for moisture and moisture related problems. Insulation and HVAC components were not removed therefore this made some of the subflooring inaccessible for visual inspection.

The crawlspace surface was damp to touch. A vapor barrier was covering the crawlspace surface except for the addition on the right side of the structure, approximately 170 square feet. Pools of water were found on top of the vapor barrier throughout the main crawlspace area. Soil underneath the front and right side porches was damp to touch. See photos #1, 2 and 2A.

Rainwater intrusion was evident in two spots along the back left foundation wall where accesses were cut for a water supply and drain line to enter the crawl space area. Flooding water enters on the adjacent foundation wall where AC condensate lines enter the crawlspace. See photos #3,4 and 5.

Subflooring moisture levels were found to range from 24% to greater than 30% throughout the crawlspace area. These high moisture levels were caused by condensation and not by plumbing leaks. Dripping condensate was seen coming from HVAC ducts and the air handler. HVAC duct insulation was found to be water soaked in several locations. Insulation surrounding several HVAC ducts had pulled apart and these were leaking water, probably due to condensation and recent flooding. Subflooring insulation in several areas had strips hanging due to condensation. See photos #6- 10, 10A, 10B and 10C.

Surface molds were found on the floor joist and sills throughout the crawlspace areas. Wood-decay fungi, Brown Rot, has started on several floor joists in the front areas of the structure adjacent to the front porch area, in the floor joist above the air handler and in the middle of the subflooring on the right side addition. See photos #11-16.

Three wooden columns supporting the subflooring across the middle of the structure were in contact with the soil and had moisture levels up to 30%. A wooden access door was utilized to support an HVAC duct leading to the back room addition, allowing wood to ground contact. Wood-decay fungi grows and causes wood-decay or rot when moisture levels in wood range between 28% and 33%, unless wood has been treated to prevent wood-decay. See photos #17-21, 21A, 22 and 23.

A fan was installed on the ground at the crawlspace access entrance. This fan was plugged into a 16 gauge extension cord, which was laying on the surface of the vapor barrier leading to the center of the

crawlspace area where it was plugged into an outlet in the subflooring. The fan was not working properly due to recent flooding. See photos 24-27.

This type of installation is an electrical code violation and should be correctly rewired, ASAP! Fans in crawlspaces should only be utilized when dew points are below approximately 70 degrees F, when central cooling systems are running. The flooring in the room above where the fan was installed is cupped, probably due to high moisture levels in the subflooring below this area. There is also floor cupping in the kitchen floor. See photos #28-31.

No subterranean termite evidence was found. No drill holes or evidence of previous treatment was found in or around the foundation of this structure. Wood debris was found in the crawlspace areas which should have been removed to comply with SC regulations concerning subterranean termite treatments. I could find no visible evidence that this property was treated for subterranean termites. Further evidence of Brown Rot, wood decay fungi, was active and found in 3 locations of the subflooring.

The CL-100 Infestation Report issued by Lanes Professional Pest Elimination Inc. on July 11, 2018, indicates that the property was treated 10/2016 for subterranean termites and that no Waiver of State Standards was issued on this property, that there are drill holes indicating evidence of prior subterranean termite treatment. Further, no visible wood-decay fungi were found.

Lanes' CL-100 Report issued on July 11, 2018, further states that the wood-moisture content below the first main floor varied between 8% and 18%. I find this hard to believe. I think the moisture meter used was faulty or needed to be recalibrated. This is based on moisture readings Stark found May 16 and August 7, 2018, plus the conditions surrounding this crawlspace May to August, 2018, as described below.

On May 16, 2018, Andy Ward, with Stark Exterminators, found the subflooring moisture levels varied between 20% and 25%. Further, Stark issued a CL-100 Report on August 7, 2018, indicating that the subflooring moisture levels were between 27% and 32%. Generally, dew points starting around June 15, exceed 72 degrees F, up to 77-78 degrees F, which means that surfaces at or below the dew point will pick up condensation thus increasing wood moisture content. Crawl space subflooring temperatures will usually range between 72 and 74 degrees F when central air conditioning is constantly running. This is common in coastal South Carolina from about May 15 to about Oct. 15, with this type of insulated crawlspace. This structure most likely had a central cooling system in constant use after May 15.

With the use of a crawlspace fan starting May 25, 2018, condensation would have increased in the subflooring at this property causing higher, not lower, wood-moisture content. I have never found subflooring moisture levels to decrease from May to July, especially when using a fan in Georgetown County. Only when a crawlspace is sealed and a dehumidifier is installed will you get subflooring moisture levels down to 8%, when a central cooling system is constantly in use on this type of construction.

The home inspection report issued May 10, 2018, clearly shows evidence of rainwater intrusion at the back left foundation wall where two plumbing pipes enter the crawlspace area. Further, in the photos of hanging and missing insulation, surface molds can be seen. The report also indicates that the crawlspace surface was damp, although the inspector indicated on the report that the ground/soil surface was dry! See home inspector's photos.

At the previous homeowner's request, on May 16, 2018, Stark Exterminators inspected the crawlspace and subflooring areas of 24 Ave. of Live Oaks, Pawleys Island, S.C., for moisture problems which had been indicated by the May 10, 2018, home inspection report.

The attached Stark graph of this structure shows subflooring moisture levels of 20-25%, with wood-decay fungi in two locations adjacent to the front entrance of the structure in the subflooring. Stark provided a proposal to the previous owners to assist in the control of crawlspace moisture levels.

On May 25, 2018, a Licensed General Contractor completed work on the house for the previous owner. This work was to include replacing all missing plastic vapor barrier in the crawlspace, removing crawlspace debris, installing a new electrical outlet in center of the crawlspace and installing a new crawlspace fan to remove any dampness within the crawlspace. However, no vapor barrier was found under the right side addition. Also, the Lasko fan was not installed properly for a permanent solution.

On inspecting the property around the exterior to the crawlspace, two active sump pumps were found. Further, a catch basin with drainage leading under the road to a ditch had been installed. See photos of property drainage system.

Please see attached photos and graph.

Henry S. Moore IV
Consulting Entomologist
843-340-8100



May 29, 2019

Rory M. Isaac
24 Avenue of Live Oaks
Pawleys Island, SC 29585

Ref.: Addendum to Crawlspace and Substructure Moisture Inspection of
24 Ave. of Live Oaks, P.I., S.C. dated October 17, 2018

On May 21, 2019, I received a CL-100 Report dated June 18, 2018, that was revealed during the discovery process from your attorney, George Redman. This report was performed by Joseph Shehan of Lanes Professional Pest Elimination Inc. at 24 Ave. of Live Oaks, P.I., S.C. 29585.

This CL-100 Report of June 18, 2018, reveals in Section 3b the presence of non-active wood-decay fungi in the subflooring but fails to indicate those areas where the fungi were found. Further, in Section 4, evidence of excessive moisture conditions exist below the first main floor level with wood moisture levels ranging from 20-25%. Again, the inspector fails to indicate where these levels were found.

S.C. Statutes governing wood-infestation reports, CL-100s, require that all "yes" answers be described on the reverse side of the official report.

The fact that wood-destroying fungi were found in the subflooring, even though it was inactive on June 18, 2018, indicates that moisture levels had been at or above 28%. Anytime wood-decay fungi are present, wood-decay damage or rot has to have occurred.

In the inaccessible areas section, the inspector indicates that the foundation is built on a combination; I assume he means part crawl-space and part slab foundation. The foundation of the main living structure at 24th Ave. of Live Oaks, PI, is a crawlspace foundation, and is not attached to the garage slab foundation.

Section 2 indicates that there is visible evidence of previous termite treatment, drill holes in the foundation. On my inspection, I found no drill holes or any evidence of prior termite treatment to the main house at 24 Ave. of Live Oaks, P.I., S.C.

When you compare the CL-100 Inspection Report written on July 11, 2018, to the one written on June 18, 2018, a number of discrepancies are apparent. The CL-100 Report of July 11, 2018, in the inaccessible areas section, indicates that the structure is built on a slab foundation, and not a crawlspace foundation as is the case with 24 Ave. of Live Oaks, P.I., S.C. Section 2 indicates that there is previous evidence of subterranean termite treatment, drill holes. My inspection revealed no drill holes or previous evidence of prior termite treatment.

The CL-100 issued by Lanes indicates that Brent Cole was the licensed person who signed this report of July 11, 2018. Joseph Shehan's signature is found on the report.

The report of July 11, 2018, indicates that the subflooring moisture levels were from 8-18% and that there was no visible evidence of wood-decay fungi in the subflooring. Unless the subflooring had been completely cleaned of the surface mold and fungi and a dehumidifier had been installed after June 18, 2018 in the crawlspace area, there is no way that the conditions found during the June 18, 2018 inspection would have changed that much during that 3 week period. The opposite would have and did occur as evidenced by the CL-100 Report of Stark Pest Control which was performed on August 7, 2018.

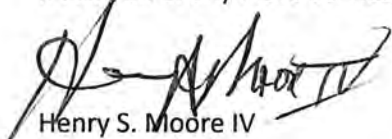
Considering the discrepancies found between the June 18, 2018 CL-100, and the CL-100 of July 11, 2018, there is no way that the CL-100 report of July 11, 2018 was indicative of the conditions in the crawlspace area of 24 Ave. of Live Oaks, P.I., S.C. on July 11, 2018. Further, I believe that this report by Lanes, Inc. was for another structure and not 24 Ave. of Live Oaks, P.I., S.C. The discrepancies found in the CL-100 report of July 11, 2018 are evidence that no inspection was performed on this date at 24 Ave. of Live Oaks, P.I., S.C.

It's interesting to note, that you were given the LLR Disclosure Statement to sign on June 20, 2018, which the previous owners filled out and signed on April 23, 2018, which indicates that there were no fungi, wood-destroying organisms, dry-rot, or problems caused by water or drainage to the property during their ownership. Even though the previous owners and their realtor knew about the Stark Pest Control Report and graph done on May 25, 2018, and the CL-100 Report by Lanes Pest Control done on June 18, 2018, which indicated the presence of wood-decay fungi and excessive moisture conditions in the crawl space area, you were not given an updated LLR Statement. Any experienced residential real estate agent would have known that the CL-100 of June 18, 2018, was not clear and had issues that would have stopped the closing; no mortgage lender or buyer would have closed on that property until those issues had been resolved or the contract renegotiated.

Further, during the discovery process, it was found out that Emery Custer was registered as a Specialty Contractor only for the classifications of vinyl/aluminum siding, carpentry and roofing by the LLR SC Residential Building Commissioner. He was not licensed to build a home or additions. (License number 56967 which expires 06/30/19.)

The previous owners represented Emery Custer as a Licensed General Contractor and issued a Repair Verification Form on May 25, 2018, which Mr. Custer never signed. This form indicates that Mr. Custer installed a new electrical outlet in the center of the crawlspace area which only a Licensed Electrician can install. Further, the fan was not installed in a permanent manner and the power cord from the electrical box to the fan was installed in violation of residential electrical codes.

If I can be of any more service, please let me know.



Henry S. Moore IV

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN) **AFFIDAVIT OF**
) **ANDY WARD**

Personally appeared before me, Andy Ward, who, upon being duly sworn, deposes and states as follows:

1. My name is Andy Ward and I have been employed by Stark Exterminators for 1 years as a registered pest control technician with the State of South Carolina. During this time, I have conducted approximately 700 inspections per year, many of which involve the investigation of moisture conditions within crawl spaces, and as such I have personal knowledge of the matters set forth herein;
2. Prior to May of 2018, I had met and had a brief discussion with a real estate agent by the name of Laura Kopchynski while I was waiting to gain access to a crawl space;
3. At that time, I told Ms. Kopchynski that she could contact me if she ever had a property that needed a preliminary inspection of the crawl space;
4. On May 15, 2018, Laura Kopchynski called me to ask if I could inspect and evaluate the crawl space of a residence located in the Litchfield Plantation with a street address of 24 Avenue of Live Oaks ("Property");
5. On the following day, Wednesday, May 16, 2018, I arrived at the Property and was greeted by Laura Kopchynski and her homeowner client, Jacqueline Onions, and both of whom were present at the Property before during and after my inspection;
6. That day I documented the conditions of the crawl space as shown in the Inspection Graph which is the first page of Exhibit A (All of which is attached hereto and incorporated herein this Affidavit verbatim);
7. I handed Exhibit A to Jacqueline Onions on the day of the inspection, and I verbally explained the graph and my findings to her and Mrs. Kopchynski, which included;

- a. Excessive moisture conditions (above 20%) at specific locations throughout the visible crawl space;
 - b. Wood Decay Fungi and wood to ground contact at specific locations throughout the visible and accessible crawl space;
 - c. Existing visible damage at specific locations throughout the visible and accessible crawl space;
 - d. Possible Hidden damage at specific locations throughout the visible and accessible crawl space; and,
 - e. Inaccessible areas were noted at specific locations throughout the crawl space;
8. I told Jacqueline Onions and Laura Kopchynski that any moisture reading over 20% constitutes an excessive moisture condition and a material problem that should be fixed;
 9. I also told Jacqueline Onions and Laura Kopchynski that without some remediation, the excessive moisture conditions would worsen during the summertime;
 10. I have NEVER and would NEVER tell anyone that a Property with excessive moisture conditions would “pass a CL-100 inspection” because that is NOT true;
 11. I left a copy of the Inspection Graph with Mrs. Onions, and I took a copy with me to prepare a proposed remediation plan, with said proposals being the remaining pages of Exhibit A;
 12. Neither Jacqueline Onions or Laura Kopchynski ever informed me that the Property had a history of flooding and/or drainage problems;
 13. As evidenced by Exhibit B, on or around May 18, 2018 my office emailed Jacqueline Onions and Laura Kopchynski all pages of Exhibit A, and I did not hear back from either of them;
 14. In late July of 2018, I was contacted by the new owner of the Property, Mr. Rory Isaac, to inspect the Property after a significant rainfall;

15. Initially, I did not realize that I was being called back to the same Property I had just inspected in May until I was pulling the driveway. When I informed Mr. Isaac of my recent inspection in May, it was very apparent that he did not know of that inspection and he had not seen the May 16 Inspection Graph;
16. When I arrived at the Property in July there was standing water in and around crawl space, and this standing water is a hazard which prevents me from entering the crawl space to perform my inspection;
17. After about a week, the standing water in the crawl space had subsided so that on August 7, 2018, I was able to thoroughly inspect the crawl space on the Property, and to complete a CL-100 Wood Infestation Report which documented how conditions within the crawl space had significantly deteriorated (The report and pictures I took during that inspection are attached hereto and incorporated herein as Exhibit as Exhibit C).
18. My findings during the August 7, 2018 inspection included:
 - a. Standing water throughout the crawlspace, and condensation on HVAC duct work,
 - b. Excessive moisture conditions (above 27% up to 32%) at specific locations throughout the visible crawl space;
 - c. Active and Non-Active Wood Decay Fungi with associated damage at specific locations throughout the visible and accessible crawl space;
 - d. Existing visible damage in the form of dark discolored wood at specific locations and scattered throughout the visible and accessible crawl space;
 - e. Possible Hidden damage at specific locations throughout the visible and accessible crawl space; and,
 - f. Inaccessible areas were noted at specific locations throughout the crawl space;

19. At the conclusion of my August report, I noted that a qualified building expert should evaluate the damage and make the necessary repairs, that rainwater intrusion be corrected, and that moisture levels be lowered and maintained below 20%.
20. **FURTHER AFFIANT SAYETH NOT.**

NA Ward
Norris Andy Ward

SWORN TO AND SUBSCRIBED before me
this 24th day of July, 2019.

Melissa Anne Moore-Walker
Notary Public
My Comm. Exp. Aug 8, 2027
My commission expires August 8, 2027

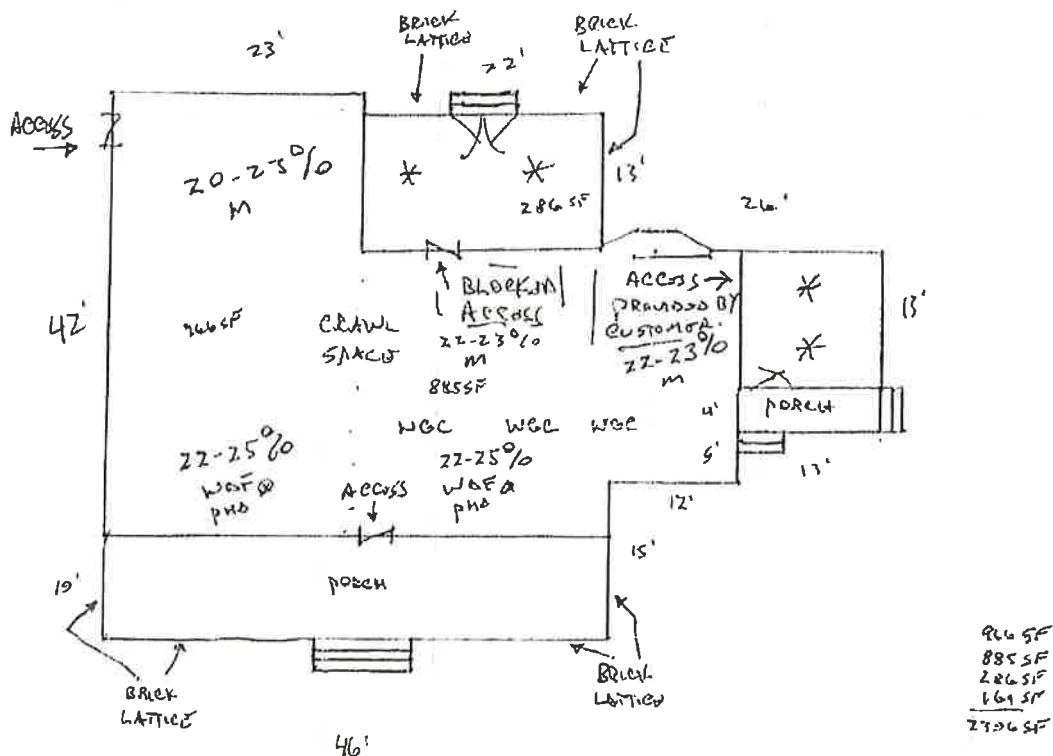


EXHIBIT K



INSPECTION GRAPH

Owner/Agents Name: JACQUE ONIONS **Phone:** 843 325-3733 **Other Ph:** _____ **Email:** JACQUE@SC.RR.CO
Service Address: 24 AVE OF LIPS OAKS **City:** PHILLYS IS. **St:** SC **Zip Code:** 29585



FOUNDATION WALLS: ☒ BRICK ☐ POURED ☐ STUCCO ☐ SIDING	
EXTERIOR CLADDING: ☒ BRICK ☐ STUCCO ☐ SIDING	
CONSTRUCTION TYPE: ☐ Basement ☐ Finished ☐ Unfinished ☐ Floating Slab ☐ Supported Slab ☐ Monolithic Slab ☒ Crawlspace ☐ Pier & Beam	
CODE: ☒ ACTIVE INFESTATION = A ☐ SUBTERRANEAN TERMITES = ST ☐ DRYWOOD TERMITES = DT ☐ POWDER POST BEETLES = PPB ☐ WOOD DECAY FUNGUS = WDF ☐ BATH TRAP = B	
CONDUCTIVE CONDITIONS: ☒ POSSIBLE HIDDEN DAMAGE = PHD ☐ EXTENSIVE VISIBLE DAMAGE = @ ☒ UNACCESSIBLE AREAS = * ☐ WOOD TO GROUND CONTACT = WGC ☐ INFILTRATE VENTILATION = IV ☐ COMBUSTIBLE MATERIALS = CM ☐ CELLULOSE DEBRIS = CD	
INSPECTOR'S STATEMENT LOCATION OF VISIBLE INFESTATION:	
TREATMENT DATE: _____ PRODUCT: _____	
Size of Structure: ☐ Cubic Footage ☐ Linear Footage	
Waiver Issued: ☐ Yes ☐ No	

ONIONS EXHIBIT #172



107 Queen St, Suite A
Georgetown, SC 29440
843-546-5898 • 843-344-5567

Proposed work detail for 24 Ave of Oaks, Pawleys Island, SC 29585:

1. Removal of debris from crawlspace area*
2. Reopen blocked access under porch area in order to gain access to crawl space area.
The referenced blocked access that needs to be reopened was originally converted from a porch to a den on the rear of the house. *
3. Create access to crawlspace area on far right hand side facing end of house.
The referenced area is beneath the kitchen area of the house. *

*Please note that Stark Exterminators will not be responsible for doing the proposed work detail noted above. These items will need to be completed at homeowner's expense before we can begin installing the Crawlspace Moisture Management System as noted on the agreement.

Buyer: _____

Company Representative: _____

Service Center Manager: _____

Date Acknowledged: ____ / ____ / ____

ONIONS EXHIBIT #173



Crawl Space Moisture Management System Service and Maintenance Agreement

Account Name: Last ONIONS First JACKIE ANN Middle TIM
 Service Address: Number 24 AVE. OF DAVES Street (TOWERS RD.)
 City PAWLEY IS. SC State SC Zip Code 29585
 City PAWLEY IS. SC State SC Zip Code 29585
 Service Phone 843-325-3733 Home JACQUEDESCR.COM Work
 Cell Phone JACQUEDESCR.COM Email Address

Billing Name Stark
 Billing Address: Number Stark Street
 City Stark State SC Zip Code 29585
 Billing Phone 843-325-3733 Home JACQUEDESCR.COM Work
 Cell Phone JACQUEDESCR.COM Email Address

Tenant ONIONS Person to Contact JACKIE ANN 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 recommended 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 connected 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/ensure proper ventilation for any present or future appliance in crawl space.
- Maintain proper drainage ground 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 INSTALLATION 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

ACCEPTED BY: DATE: 5-18-18

Address: 107 QUINN ST., SUITE A

City: GEORGETOWN

☐ Buyer ☐ Authorized Agent

State: SC Zip: 29440

ANDY WARD 843-344-9385
Company Representative

Phone: 843-546-5898

Company Service Center Manager

STK-SAS-063 Revised 4-15

ONIONS EXHIBIT #174



Laura Kopchynski <laurainpawleys@gmail.com>

Stark Exterminators Inspection Graph

2 messages

Brandi W Mathis <bmathis@starkexterminators.com>

Fri, May 18, 2018 at 4:25 PM

To: "jacqueo@sc.rr.com" <jacqueo@sc.rr.com>, "laurainpawleys@gmail.com" <laurainpawleys@gmail.com>

Cc: Norris A Ward <nward@starkexterminators.com>

Good afternoon,

Just realized that I failed to attach the inspection graph in the previous email. So sorry!

-Brandi Mathis



24 Ave of Live Oaks_Insoection Graph_5-18-18.pdf
184K

Laura Kopchynski <laurainpawleys@gmail.com>

Fri, May 18, 2018 at 4:26 PM

To: Brandi W Mathis <bmathis@starkexterminators.com>

Cc: "jacqueo@sc.rr.com" <jacqueo@sc.rr.com>, Norris A Ward <nward@starkexterminators.com>

Thank you!

[Quoted text hidden]

--

All the best,

Laura

Laura Kopchynski

RE/MAX BEACH & GOLF

843-979-9979

Cell 516-443-4215

www.PawleysIslandDiscoverRealEstate.com

www.facebook.com/DiscoverPIRealEstate

#120-0452

<https://mail.google.com/mail/u/0?ik=64a0f5338d&view=pt&search=all&permthid=thread-f%3A1600834914041216437&simpl=Kopchynski%2000340140...> 1/1



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

Norrie 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

<https://arrow.pestpac.com/invoice/print/standard.asp?InvoiceID=39227990&LookIn=C&M...> 8/8/2018

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORTDate: 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?

Infestation:

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

3. There is evidence below the first main floor of the presence of

- a. Active wood-destroying fungi (wood moisture content $\geq$ 28%)
- b. Non-active wood-destroying fungi (wood moisture content $<$ 28%)

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.)

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)

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 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

FIRM: Arrow ExterminatorsCA015021

(MUST BE CERTIFIED IN CATEGORY 7A)

BY: Brantley C. Russell
LICENSEE'S SIGNATUREBUSINESS LICENSE NUMBER: B0002336ADDRESS: 107-C Queen St.

ACKNOWLEDGEMENT:

Georgetown, SC 29440**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.



INSPECTION GRAPH

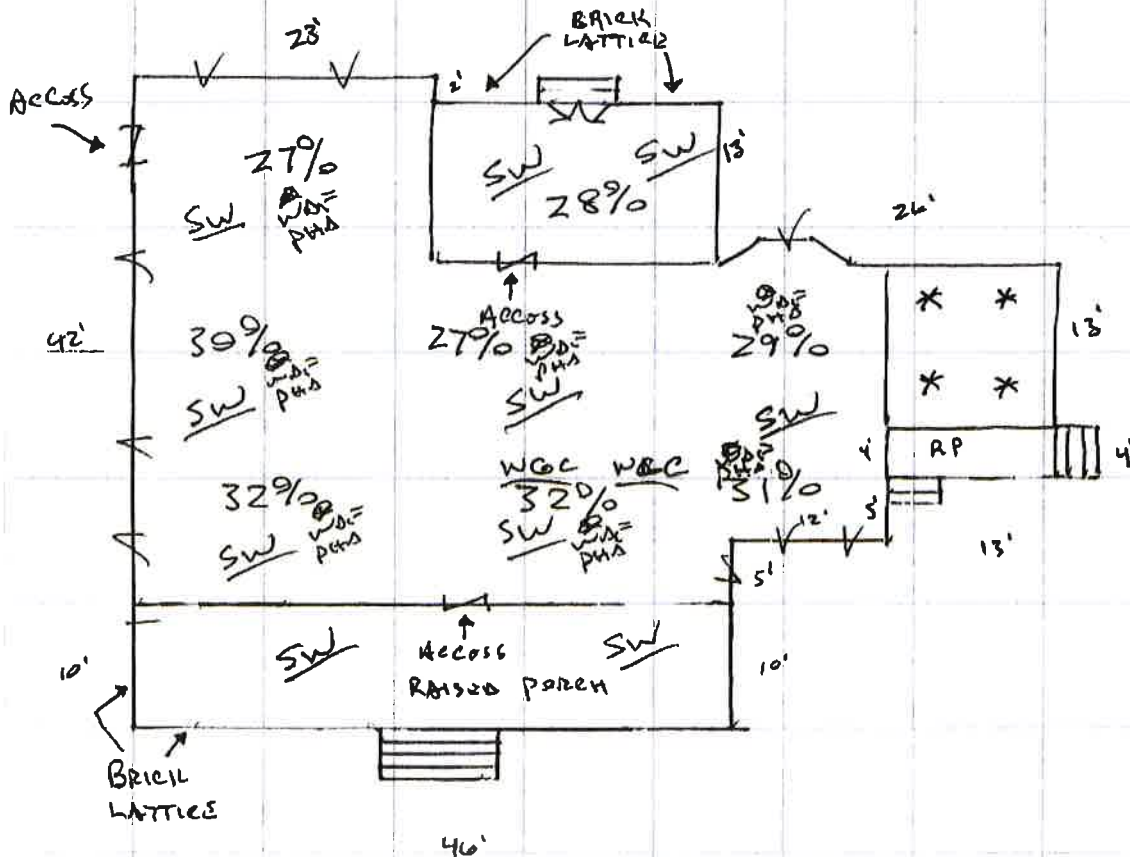
Date: 8 / 7 / 18

Inspector: Andy Ward

Owners/Agents Name: RORY ISAAC Hm Ph: 713 Other Ph: 452-0074 Email: _____

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

Service Address: 24 W. OF LINDA DR City: PAWLEY 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

CONDUCTIVE CONDITIONS: ☒ POSSIBLE HIDDEN DAMAGE = PHD ☐ EXISTING VISIBLE DAMAGE = * ☒ WOOD TO GROUND CONTACT = WGC ☐ INADEQUATE VENTILATION = IV ☒ INACCESSIBLE AREAS = * ☐ CELLULOSE DEBRIS = CD ☒ 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

“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

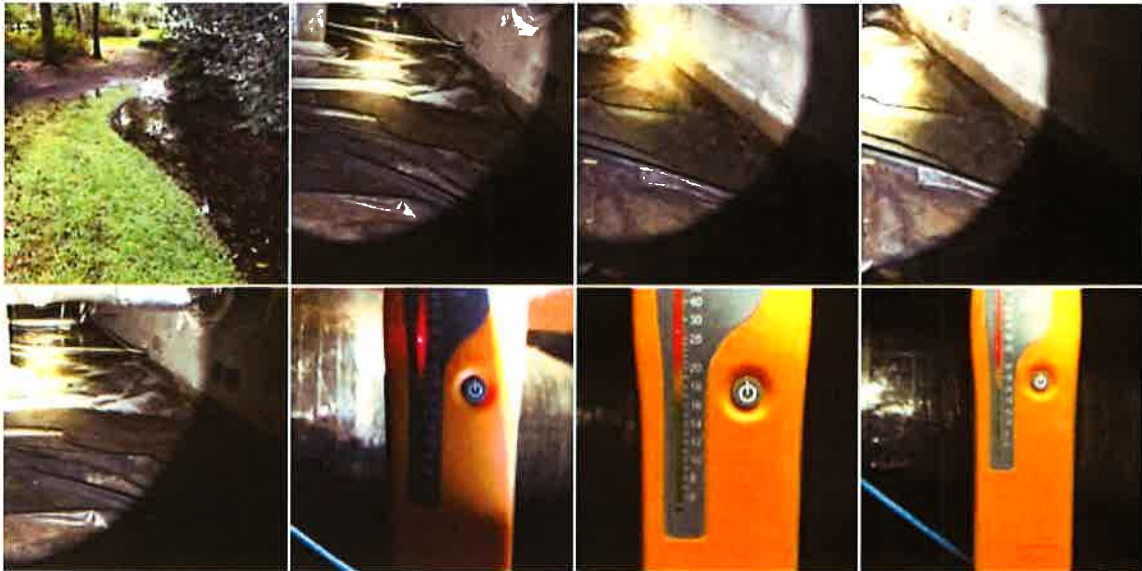


Photos

Select

Pawleys Island, SC

Aug 2, 2018 · Avenue of Live Oaks Rd



Pawleys Island, SC

Aug 7, 2018 · Avenue of Live Oaks Rd

