

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Shawna Carter and Rachael Sykes,)
)
Plaintiffs,)
)
v.)
)
Nick Crane, Douglas Hickerson, and)
Flipside SC, LLC,)
)
)2
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
Case No. 2024-CP-10-

SUMMONS

(JURY TRIAL DEMANDED)

Defendants.)

TO: *THE ABOVE-NAMED DEFENDANTS*

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you, and to serve a copy of your Answer to the Amended Complaint upon the subscriber herein at 652 Coleman Blvd., Suite 200, Mt. Pleasant, South Carolina, 29464, within thirty (30) days after service hereof, exclusive of the day of service, and, if you fail to answer the Amended Complaint within that time aforesaid, a judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

BUIST BYARS & TAYLOR, LLC

s/ G. Hamlin O’Kelley, III

G. Hamlin O’Kelley, III

S.C. Bar No. 15491

652 Coleman Blvd., Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Hamlin.okelley@buistbyars.com

Attorney for the Plaintiffs

Mt. Pleasant, SC

October 2, 2024

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	Case No. 2024-CP-10-
Shawna Carter and Rachael Sykes,)	
)	
Plaintiffs,)	
)	
v.)	COMPLAINT
)	
Nick Crane, Douglas Hickerson, and)	(JURY TRIAL DEMANDED)
Flipside SC, LLC,)	
)	
Defendants.)	
_____)	

The Plaintiffs, Shawn Carter and Rachael Sykes, setting forth their Complaint against the above-named Defendants, allege and state as follows:

1. The Plaintiffs, Shawn Carter and Rachael Sykes, (the “Plaintiffs”) are citizens and residents of the County of Charleston, State of South Carolina, and are the owners of the real property more particularly described herein.
2. The Defendant, Nick Crane, (hereinafter “Crane”), is a citizen and resident of the County of Charleston, State of South Carolina, and was the listing Agent of the real property more particularly described herein.
3. The Defendant, Douglas Hickerson, (hereinafter “Hickerson”) is a citizen and resident of the County of Charleston, State of South Carolina, who is an owner of the Defendant, Flipside SC, LLC, the former owner of the real property more particularly described herein.
4. The Defendant, Flipside SC, LLC. (hereinafter “Flipside”) is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in the County of Charleston, State of South Carolina, and which was the previous owner of the real

property more particularly described herein.

5. (The Defendants may also collectively be referred to as “Defendants”).

6. This Court has jurisdiction over the parties in the subject matter of this action concerning transactions and occurrences related to real property located in Charleston County so that this Court is the proper venue for these matters.

7. On May 22, 2024, the Plaintiffs and Defendants entered into an Agreement/Contract to Buy and Sell Real Estate, (the “Contract”), a copy of which is attached hereto as Exhibit A.

8. Pursuant to the Contract, the Defendants provided to the Plaintiffs the statutorily required and mandated South Carolina Residential Property Condition Disclosure Statement dated May 22, 2024, (the “Disclosure”), a copy of which is attached hereto as Exhibit B, whereby the Defendants falsely represented that they had no knowledge of any flooding issues on the Property.

9. On June 14, 2024, the Plaintiffs purchased the real property located at 4757 Land Ridge Dr., North Charleston, South Carolina, (the “Property”).

10. In September of this year, the Plaintiffs Property flooded twice with over two (2) feet of standing water inside their home.

11. The Plaintiffs lost everything.

12. The previous owner of the Property prior to the Defendants contacted the Plaintiffs and informed them that the Property had a history of flooding and everyone in the neighborhood was well aware of the flooding issues in the area.

13. This flooding, which was known by the Defendants, should have been properly disclosed and was, in fact, hidden and not disclosed by the Defendants to the Plaintiffs.

14. The Defendants engaged in A scheme to hide the evidence of the flooding as well as knowingly failed to disclose these issues so that the Plaintiffs would close on the property.

15. The Plaintiffs have and are still being forward to expend substantial sums to remediate and correct the problems hidden, concealed, and not disclosed by the Defendants and which the Plaintiffs did not discover until closing on the Property and moving into their home.

**FOR A FIRST CAUSE OF ACTION
(Negligent Misrepresentation)**

16. The Plaintiffs repeat and reallege Paragraphs 1 through 15 above as though repeated herein verbatim.

17. Since the Defendants gutted this house and made renovations and repairs prior to selling it to the Plaintiffs, they had first hand knowledge of the previous damage from flooding to the Property.

18. This representation was false, when, in fact, as the Property is currently under remediation and the damages are being assessed and proof of previous damage from flooding has been found and is evidenced by the photos, a copy of which are attached hereto as Exhibit C, and in which Defendants failed to disclose to the Plaintiffs.

19. All of the Defendants had a pecuniary interest in making the false statements in order to ensure that the sale of the property to the Plaintiffs was consummated and closed.

20. All of the Defendants owed a duty of care to see that they communicated truthful information to the Plaintiffs.

21. The Defendants breached the duty of care to communicate truthful information to the Plaintiffs by failing to exercise due care.

22. The Plaintiffs justifiably relied upon the false representations of the Defendants as parties to the transaction giving rise to this Complaint.

23. As a direct and proximate result of the Defendants' acts and omissions, the Plaintiffs suffered pecuniary losses as a result of their justifiable reliance upon the false representations of

Defendants.

24. Such acts and omissions constitute willful conduct on the part of the Defendants, and such willful conduct was wanton and reckless entitling the Plaintiffs to punitive damages.

25. The Plaintiffs are informed and believe that they are entitled to recover actual, consequential, incidental damages as well as punitive damages from the Defendants as to this negligent misrepresentation cause of action in all amounts to be proven at the trial of this case.

**FOR A SECOND CAUSE OF ACTION
(Civil Liability Pursuant to S.C. Code Ann. §27-50-65 and
S. C. Code Ann. §27-50-70)**

26. The Plaintiffs repeat and reallege Paragraphs 1 through 25 above as though repeated herein verbatim.

27. Pursuant to the South Carolina Code of Laws (Title 27, Chapter, 50, Article 1), the Defendants were required to “...*answer the questions fully, honestly, and appropriately...*” and “...*Owner is solely responsible to complete this disclosure as truthfully and fully as possible...*” “...*By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability...*”

28. The Defendants knowingly and willfully violated and failed to perform the duties prescribed pursuant to The Residential Property Condition Disclosure Act, S.C. Code Ann. §27-50-10 *et seq.*, in that they knowingly and willfully and falsely represented that they did not have any knowledge of any flooding of the Property.

29. The Defendants failed to disclose material information on the Disclosure Statement they knew to be false, incomplete and misleading and which they were required by law to disclose on the Disclosure Statement.

30. Pursuant to South Carolina Code Ann. §27-50-65 and South Carolina Code Ann. §27-50-70, the

Defendants are liable for actual damages caused to the Plaintiffs, court costs, and, further, the Plaintiffs are informed and believe that this Court should award Plaintiffs reasonable attorney fees and costs against the Defendants as prescribed for the violations of these state statutes.

**FOR A THIRD CAUSE OF ACTION
(Fraud and Fraud in the Inducement)**

31. The Plaintiffs repeat and reallege Paragraphs 1 through 30 above as though repeated herein verbatim.
32. The Defendants falsely represented that they did not have any knowledge of flooding of the Property.
33. The Defendants failed to disclose that they had made repairs over previous evidence of flooding damage as shown in the photographs per Exhibit C.
34. These representations were false.
35. These representations were material to the transaction in which the Plaintiffs closed on the subject property.
36. The Defendants had knowledge of the falsity of the said representations and acted with reckless disregard of the truth or falsity of the said representations.
37. The Defendants made the false representations with the intent that they be acted upon by the Plaintiffs in order to have the Plaintiffs close on the subject property.
38. The falsity of Defendants' representations were hidden from and not known by Plaintiffs and could not be discovered by the Plaintiffs.
39. The Plaintiffs relied upon the truth of the Defendants' false representations.
40. The Plaintiffs had a right to rely upon the Defendants' representations as parties to a transaction in which they were purchasing the subject property based upon the Defendants' representations.

41. The Defendants made false representations relating to a present or pre-existing fact as to the condition of the subject property.

42. The Defendants made false representations with an intent to deceive the Plaintiffs.

43. The Plaintiffs had a right or rely upon the representations made to them by Defendants inducing them to close on the subject property.

44. As a result of the Defendants' false representations, the Plaintiffs' Property is unlivable and they have been forced to find somewhere else to live during the process of clean up, mitigation, demolition and rebuilding, which will include but is not limited to, installation of new drywall, insulation, priming, painting, LVP waterproof flooring and underlayment, installation of base, trim and shoemolding, and sealing the exterior perimeter using flexseal caulk and paint.

45. The Plaintiffs will have to purchase all new items which were destroyed, including but not limited to furniture, appliances, home goods, clothing, shoes, and other personal items.

46. As a direct and proximate consequence of Defendants' false representations, Plaintiffs sustained actual, consequential and incidental damages for which they are entitled to recover against Defendants as to this fraud cause of action.

47. The Defendants actions constitute willful, wanton, reckless, and intentional acts and behavior and such acts and behavior by the Defendants were done with a conscious indifference to the rights of Plaintiffs, and, as such Plaintiffs are entitled to recover punitive damages against Defendants as to this fraud case of action due to such willful, wanton, reckless, and intentional acts and behavior.

WHEREFORE, the Plaintiffs pray that this Court enter its judgment against the Defendants, jointly and severally against the Defendants as follows:

- a. For a judgment against Defendants for actual, consequential, incidental and punitive damages as to the First Cause of Action for negligent misrepresentation:

- b. For a judgment against Defendants for actual damages, court costs and reasonable attorneys' fees as to the Second Cause of Action for statutory violations of S.C. CodeAnn. §27-50-65 and §27-50-70;
- c. For judgment against Defendants for actual, consequential, incidental and punitive damages as to the Third Cause of Action for Fraud;
- d. For the costs and disbursements of this action;
- e. For a trial by jury; and
- f. For any and all such other and further relief that this Court may deem just and proper.

BUIST BYARS & TAYLOR, LLC

s/ G. Hamlin O'Kelley, III

G. Hamlin O'Kelley, III

S.C. Bar No. 15491

652 Coleman Blvd., Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Hamlin.okelley@buistbyars.com

Attorney for the Plaintiffs

Mt. Pleasant, SC

October 2, 2024



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

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

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Shawna Carter Rachael Sykes ("Buyer"), and Seller(s), Flipside SC LLC ("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. McCants Law Firm
(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) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "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

(initials) BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

(initials) SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

2. PURCHASE PRICE: \$ 505,000 Five Hundred Twenty Five thousand and 0/100
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 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").

Address 4757 Lang Ridge Drive Unit #
City North Charleston State of South Carolina
Zip 29405 County of Charleston
Lot 37 Block Section/Phase Subdivision wando woods
Other Tax Map 4100600058

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):
Stainless refrigerator, range, built-in microwave, ceiling fans, bathroom mirrors convey.

[initials] BUYER [initials] BUYER [] SELLER [] SELLER
[] BUYER [] BUYER [] SELLER [] SELLER

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4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before June 11, 2024 ("Closing Date"). 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):

Rachael Sykes and Shawna Carter

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 \$ 5,000 (USD) Earnest Money is paid as follows: \$ 0 accompanies this offer and \$ 5,000 will be paid by 6 P.M. on 05/28/2024 (date) and Earnest Money is in the form of check cash other (e.g. wire) \$5,000 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 McCants Law Firm 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. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

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 \$ 0 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:

A. TRANSACTION COSTS

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

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, 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.
- 2) 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 prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered Seller's or Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.
 - a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
 - b) Private and/or Public Transfer Fees
 - c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)

[] BUYER [] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

4) At Closing, Seller will pay Buyer's transaction costs not to exceed \$ 2,500, 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.

HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.

B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)

This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options

Option 1: 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. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.

Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

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 maximum 95 % 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 by 05/28/2024 (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by 06/07/2024 (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within 2 calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. 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): CMG Mortgage FHA VA Conventional Seller Other _____. An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

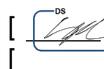
8. DUE DILIGENCE:

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on 06/04/2024 (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® 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/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

[] BUYER [] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ 350 USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree 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 in writing by the Parties in this Contract.

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 grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. 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.

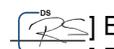
10. APPRAISED VALUE:

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 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

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

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent not contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller. Buyer Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

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

[] BUYER [] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

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

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by n/a 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: _____

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.

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 Calendar 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.

[] BUYER [] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

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 (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special 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.

23. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract; and
 - (ii) Pursue any remedies available to Buyer at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if 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.

[] BUYER [] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

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.

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, 503, 504, 315, 320, 393, 370, 375, 513, 610): -

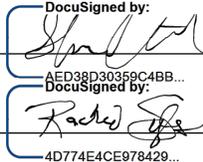
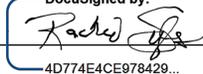
29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only 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. Acknowledgements: Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. 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 ~~2:00~~ 5:00 AM PM on May 23, 2024 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

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 to the other Party within _____ Calendar Days.

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

BUYER: _____		Date: <u>5/22/2024</u> 19:27 CDT	Time: _____
BUYER: _____		Date: <u>5/22/2024</u> 17:27 PDT	Time: _____
BUYER: _____		Date: _____	Time: _____
BUYER: _____		Date: _____	Time: _____

NOTICE ADDRESS/EMAIL/FAX: sarah@sarahwacaster.com

[] BUYER [] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT



ELECTRONICALLY FILED - 2024 Oct 02 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2024CP1004938

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

By answering "No Representation" on this disclosure statement, the owner is acknowledging that they do not have the current knowledge necessary to answer the questions with either a "Yes" or "No" response. Owner still has a duty to disclose information that is known at the time of the disclosure statement. "No Representation" should not be selected if the owner simply wishes to not disclose information or answer the question. Selecting "No Representation" does not waive liability if owner is aware or subsequently becomes aware.

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.

The owner shall deliver to the purchaser this disclosure before a real estate contract is signed by the purchaser and owner, or as otherwise agreed in the real estate contract. 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 purchaser are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

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

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

Owner: () () Purchaser () () acknowledge receipt of a copy of this page which is Page 1 of 6.
Effective 6/1/2023

Property Address (including unit # or identifier) 4757 Lang Ridge Dr. North Charleston, SC 29405

ELECTRONICALLY FILED - 2024 Oct 02 4:10 PM - CHARLESTON - COMMON PLEAS - CASE#2024QP1004938

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(s) include present defects, malfunctions, damages, conditions, or characteristics.

<u>I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM</u>	Yes	No	No Representation
1. Water supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply:	<input checked="" type="checkbox"/> County	<input type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> City	<input type="checkbox"/> Corporate	<input type="checkbox"/> Well	
B. Describe water disposal:	<input type="checkbox"/> Septic	<input type="checkbox"/> Private	<input type="checkbox"/> Other: _____	
	<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government	
C. Describe water pipes:	<input checked="" type="checkbox"/> PEX	<input checked="" type="checkbox"/> PVC/CPVC	<input type="checkbox"/> Other/Unknown: _____	
	<input type="checkbox"/> Copper	<input type="checkbox"/> Polybutylene	<input type="checkbox"/> Steel	

<u>II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS</u>	Yes	No	No Representation
5. Roof systems A. Approximate year that current roof system was installed: <u>2024</u> B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date(s): <u>New Roof 2024</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Gutter systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications A. Approximate year structure was built: <u>1958</u> B. During your ownership, describe any structural repairs and/or modifications to the items identified in Question 7 with date(s): <u>New Roof, HWH, HVAC 2023/2024</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS</u>	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: (_____) () Purchaser () () acknowledge receipt of a copy of this page which is Page 2 of 6. Effective 6/1/2023

9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Heating system(s) (HVAC components)						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components)						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A. Describe Cooling System:		<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Window	<input type="checkbox"/> Other _____		
B. Describe Heating System:		<input type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input checked="" type="checkbox"/> Heat Pump	<input type="checkbox"/> Furnace	<input type="checkbox"/> Other _____		
C. Describe HVAC Power:		<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Solar	<input type="checkbox"/> Other _____		
D. Describe HVAC system approximate age and any other HVAC system(s):						2023		

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

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

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):
 NA

C. Describe any known present pest infestations: NA

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 (15-28) on this disclosure.
As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements of demolition of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: (_____) (SR) **Purchaser:** (MS) (RS) **acknowledge receipt of a copy of this page which is Page 3 of 6. Effective 6/1/2023**

18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, first rights of refusal, insurance issues, or governmental actions that could affect title to the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Problems caused by fire, smoke, or water (including whether any structure on the property has flooded from rising water, water intrusion, or otherwise) to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. Erosion, erosion control, or erosion control structure, such as a bulkhead, rock revetment, seawall, or buried sandbags, affecting the property. If "Yes" to Question 22, provide a general description including material, location on the property, approximate size, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Whether the property is currently insured through public (e.g., National Flood Insurance Program) or private flood insurance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25. Private or public flood insurance (e.g., Federal Emergency Management Agency (FEMA)) claims filed on the property during your ownership. If "Yes" to Question 25, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all claim(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
26. Repairs made to the property as a result of flood events that were <u>NOT</u> filed with private or public insurance during your ownership. If "Yes" to Question 26, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all flood-related repairs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
27. Has federal flood disaster assistance (e.g., from FEMA, Small Business Administration, HUD) been previously received during your ownership? If "Yes" to Question 27, what was the amount received and the purpose of the assistance (elevation, mitigation, restoration, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

NA

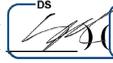
B. Describe any Department of Motor Vehicles titled manufactured housing on the property:

NA

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: _____

NA

Owner: (_____) (SR) Purchaser () () acknowledge receipt of a copy of this page which is Page 4 of 6. Effective 6/1/2023

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 rental/lease terms, to include any vacation rental periods that reasonably may begin no later than ninety days after the date the purchaser's interest is recorded in the office of the register of deeds, and any rental/leasing problems, if any: _____ NA

B. State the name and contact information for any property management company involved (if any): _____ NA

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

VIII. 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: _____ NA

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: _____ NA

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

	Yes*	No	No Representation
If Yes, owner must complete the attached Residential Property Disclosure Statement Addendum.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Seller has never lived in the property and does not hold flood insurance

Owner: (_____) (SRW) Purchaser ([Signature]) ([Signature]) acknowledge receipt of a copy of this page which is Page 5 of 6. Effective 6/1/2023

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 offsite condition inspections 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 onsite or offsite conditions of the property and improvements. Purchaser should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.sestatehouse.gov or other websites).

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

Owner occupied Short sale Bankruptcy Vacant (How long vacant?) _____
 Leased Foreclosure Estate Other: _____
 Subject to Vacation/Short Term Rental

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

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

Owner Signature:  Date: 3/25/24 Time: _____

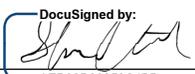
Owner Printed Name: Flipside SC, LLC c/o Douglas Hickerson

Owner Signature: _____ Date: _____ Time: _____

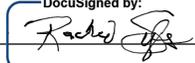
Owner Printed Name: _____

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of onsite and offsite 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
- Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals
- Purchaser has sole responsibility for investigating offsite conditions of the property including, but not limited to, adjacent properties being used for agricultural purposes

Purchaser Signature:  Date: 5/22/2024 | Time: 19:27 CDT

Purchaser Printed Name: Shawna Carter

Purchaser Signature:  Date: 5/22/2024 | Time: 17:27 PDT

Purchaser Printed Name: Rachael Sykes

Owner: () () Purchaser () () acknowledge receipt of a copy of this page which is Page 6 of 6. Effective 6/1/2023



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ADDENDUM



ELECTRONICALLY FILED - 2024 Oct 02 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2024CP1004938

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

Purchaser 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. Purchaser is solely responsible to determine what items are covered by the owners association charges.

Property Address: 4757 Lang Ridge Dr. North Charleston, SC 29405

Describe owners association charges: \$ NA Per NA (month/year/other)

What is the contact information for the owners association? NA

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there any owners association or CCRBR resale or rental restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the owners association levied any special assessments or similar charges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Do the CCRBR or condominium master deed create guest or visitor restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do the CCRBR or condominium master deed create animal restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the property include assigned parking spaces, lockers, garages or carports?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are keys, key fobs or access codes required to access common or recreational areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Will any membership other than owner association transfer with the properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are there any known common area problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a transfer fee levied to transfer the property?*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(*Questions 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: [Signature] Date: 3/25/24 Time: _____

Owner Signature: _____ Date: _____ Time: _____

Purchaser Signature: [Signature] Date: 5/22/2024 Time: 19:27 CDT

Purchaser Signature: [Signature] Date: 5/22/2024 Time: 17:27 PDT



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR AGREEMENT TO BUY AND SELL REAL ESTATE

Property Address: **4757 Lang Ridge Dr. N. Charleston, SC 29405**

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Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

SS/SL (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

SS/SL (b) Records and reports available to the seller (check one below):

Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

DS *DS* (c) Buyer has received copies of all information listed above.

DS *DS* (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

DS *DS* (e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<i>DS</i>	5/16/24		
Seller	Date	Seller	Date
<i>DS</i>	5/16/24		
Agent Douglas Hickerson	Date	Agent	Date
DocuSigned by:	5/22/2024 19:27 CDT	DocuSigned by:	5/22/2024 17:27
<i>DS</i>		<i>DS</i>	
Buyer	Date	Buyer	Date