

STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT



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

Property Address (including unit # or identifier)_	315 Sweetwater Road North Augusta, SC 29860	
Owner: (36) (M) Purchaser (_) () acknowledge receipt of a copy of this page which is page 1 of 5.	
	REV: 4/2022	

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

*Problem includes present defects, malfunctions, damages, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM	Yes	No	No Representation
1. Water supply	X	П	
2. Water quality			
3. Water pressure	X		
4. Sanitary sewage disposal system for any waste water	X		
A. Describe water supply 🔀 County 🗌 City 📗 Private 🔲 Corporate 🔲 Community		Well [Other
B. Describe water disposal 🔀 Septic 🗌 Sewer 🔲 Private 🔲 Corporate 🔲 Government	□ 0	ther	
C. Describe water pipes PEX Copper M PVC/CPVC Polybutylene Steel		Other/Ur	nknown
II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS			
	Yes	No	No Representation
5. Roof system	X		
6. Gutter system		X	
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	X		
A. Approximate year that current roof covering was installed: 1998. Approximate year structure w	vas bui	lt:	1998
B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date((s): N	one	
III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS			
0 Dlumbing system /nines fortuge water bester disposal reference along the	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	X		· <u> </u>
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	X		
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	X		
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	X	Ц	
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)		X	
13. Heating system(s) (HVAC components)	\boxtimes		
14. Cooling system(s) (HVAC components)	X		
40 011			
Owner: () Purchaser () acknowledge receipt of a copy of thi	is page	e which	is page 2 of 5.

B. Describe Heating System \square Central \square Ductless $oxtimes$ Heat Pump \square Furnace \square Other_			
D. Describe HVAC system approximate age and any other HVAC system(s):			
IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OF WHICH HAS NOT BEEN REPAIRED A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dr None			
B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any): None			
C. Describe any known present pest infestations: None			
V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIVE PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY Apply this question below and the three answer choices to the numbered issues (15-25)	ry, an	D NOTIC	CE FROM A
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	Yes	No X	No Representation
			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		X	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		X	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			No Representation
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15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property			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			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			No Representation

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: Propery is Vacant
B. State the name and contact information for any property management company involved (if any): None
C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: None
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: Aiken Electric Coop, Edgefield Co Water B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: None
IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A HOMEOWNERS ASSOCIATION WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY LIMIT THE USE OF THIS PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS Yes* No No Representation
*If <u>YES</u> , owner must complete the attached Residential Property Disclosure Statement Addendum.
X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED
Owner: () () acknowledge 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. 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.scstatehouse.gov or other websites).

Current status of property or factors which may affect the closin	ng:	
□ Owner occupied□ Short sale□ Bankruptcy□ Leased□ Foreclosure□ Estate		acant?) 9 years
A Residential Property Condition Disclosure Statement Addendorshould be attached if the property is subject to covenants, cond	um is is is not complitions, restrictions, restrictions, bylaws, rul	eted and attached. This addendum es, or is a condominium.
Owner acknowledges having read, completed, and received a co before signing and that all information is true and correct as of	the date signed.	
Owner Signature: Sharm McMillan	Date: 5-3-8	24Time:_5:59
Owner Printed Name: Sharon McMillan		
Owner Signature: An MBully Lori M. Butler	Date:	Time:
Owner Printed Name: Lori M. Butler		
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 	by the owner and not by the ts cibility for obtaining inspection e inspectors, surveyors, engineers, or ls cility for investigating off-site including, but not limited to, adjacent cricultural purposes	
Purchaser Signature:	Date:	Time:
Purchaser Printed Name:		
Purchaser Signature:		
Purchaser Printed Name:		
	5 of 5.	



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ADDENDUM



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

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: _ 315 Sweetwater Road North Augusta, SC 29860				
Describe owners association charges: \$ N/A		N/A		(month/year/other)
What is the contact information for the owners association? N/A				(month/year/other)
As owner do you have any actual knowledge of answers to the follow	ving questions?			
Please check the appropriate box to answer the questions below.				
Are there owners association charges or common area expenses?		Yes	No	No Representation
2. Are there any owners association or CCRBR resale or rental restrictions?	••••••••••••		X	
3. Has the owners association levied any special assessments or similar charges?	••••••		\mathbf{X}	
4. Do the CCRBR or condominium master deed create guest or visitor restrictions?	•••••••••••••••••••••••••••••••••••••••		\mathbf{X}	
5. Do the CCRBR or condominium master deed create animal restrictions?			\boxtimes	
6. Does the property include assigned parking spaces, lockers, garages or carports?	•••••••••••••••••••••••••••••••••••••••		\mathbf{X}	
7. Are keys, key fobs or access codes required to access common or recreational area	ne 7		\boxtimes	
8. Will any membership other than owner association transfer with the properties?	ıs :	. 🗀		
9. Are there any known common area problems?	••••••		\mathbf{X}	
10. Is property or common area structures subject to South Carolina Coastal Zone Ma	nagoment Act?	. 🗀	\boxtimes	
11. Is there a transfer fee levied to transfer the property?*			X	
(* Question does not include recording costs related to value or deed stamp		. Ш	X	
to value of deed stamp.	3./			
Explain any yes answers in the space below and attach any additional sheets	or relevant docu	ıments	as neede	od∙
			us necut	
11 (120,011)				
Owner signature: Sharon McMillan	Date	: 5-	3-24	Time: <u>5:59</u>
Owner signature: Orim Butles				
Lori M. Butler				
Purchaser signature:	Date	·		Time:
Purchaser signature:	Data			Timo