

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)_	321 Sweetwater Road North Augusta, SC 29860
Owner: () (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.

Noter supply Noter supply s
C. Describe water pipes PEX Copper M 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 S. Roof system
III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS Yes No No Representation 8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)

P. Dosswika Hasting Cost			
C Doscribe IIVAC Down			
D. Describe HVAC system approximate ago and any other UVAC system (s).			
IV DDCCENT OD DAGT INFECTATION OF WOOD DESCRIPTION	- dokami w	EE HEROLOUSE	
IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT (WHICH HAS NOT BEEN REPAIRED	OR FUI	NGUS, 1	THE DAMAGE FROM
A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, di None	ry rot o	r fungu	S:
B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any): None			
None			
C. Describe any known present pest infestations:			
None			
	LUSUM		
V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRIC	CTION	S AFFE	CTING THE REAL
PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERT GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY	ry, an	D NOTIC	CE FROM A
Apply this question below and the three answer choices to the numbered issues (15-25)) on ti	his disc	closure.
As owner, do you have any actual knowledge or notice concerning the following:	Yes	N.	No Dominous 4-4
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits	162	No	No Representation
or other land use restrictions affecting the real property	П		
the same and restrictions uncertaing the real property		\mathbf{X}	
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive			
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements or demolition of the property			
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VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: None
VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING
A. Describe the lease terms and any leasing problems, if any: N/A
B. State the name and contact information for any property management company involved (if any): N/A
C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: N/A
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 YES, 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: (Purchaser () () 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 closing	;					
□ Owner occupied□ Short sale□ Bankruptcy□ Leased□ Foreclosure□ Estate		vacant?) 15 years				
A Residential Property Condition Disclosure Statement Addendur should be attached if the property is subject to covenants, condit	n □ is ⊠ is not comp ions, restrictions, bylaws, ru	pleted and attached. This addendum ules, or is a condominium.				
Owner acknowledges having read, completed, and received a cop before signing and that all information is true and correct as of th	ne date signed.					
Owner Signature: Sharon McMillan	Date: <u>5-</u> _3_	- 94 Time: 5:59				
Owner Printed Name: Sharon McMillan						
Owner Signature:	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	 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 off-site conditions of the property including, but not limited to, adjacent properties being used for agricultural purposes 					
Purchaser Signature:	Date:	Time:				
Purchaser Printed Name:						
Purchaser Signature:						
Purchaser Printed Name:						
Page 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: 321 Sweetwater Road North Augusta, SC 298	360			
Describe owners association charges: \$ N/A	Per	N/A		(month/year/other)
What is the contact information for the owners association? N/A				(, , , , , , , , , , , , , , , , , ,
As owner do you have any actual knowledge of answers to the fol	llowing questions?			
Please check the appropriate box to answer the questions below.				
		Yes	No	No Representation
Are there owners association charges or common area expenses?			X	
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	?		X	
4. Do the CCRBR or condominium master deed create guest or visitor restriction	ns?		X	
5. Do the CCRBR or condominium master deed create animal restrictions?			X	
6. Does the property include assigned parking spaces, lockers, garages or carpor	rts?		X	
7. Are keys, key fobs or access codes required to access common or recreational	areas ?		X	
8. Will any membership other than owner association transfer with the properti	ies?		X	
9. Are there any known common area problems?			\boxtimes	
10. Is property or common area structures subject to South Carolina Coastal Zone			X	
11. Is there a transfer fee levied to transfer the property?*			X	
(* Question does not include recording costs related to value or deed sta	imps.)			_
Explain any yes answers in the space below and attach any additional she	eets or relevant docu	ments	as need	led:
Owner signature: Sharon McMillan Owner signature: Lori M. Butler	Date:	5	- 3-	-34 Time: <u>5.5</u> 9
Owner signature: Lori M. Butler	Date:		-	Time:
Purchaser signature:	Date:			Time:
Purchaser signature:	Date:			Time