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.

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) _____

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.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM	**Yes**	**No**	**No Representation**
1. Water supply	[__]	[__]	[__]
2. Water quality	[__]	[__]	[__]
3. Water pressure	[__]	[__]	[__]
4. Sanitary sewage disposal system for any waste water	[__]	[__]	[__]

A. Describe water supply:	[__] County	[__] Private	[__] Community	[__] Other: _____
	[__] City	[__] Corporate	[__] Well	
B. Describe water disposal:	[__] Septic	[__] Private	[__] Other: _____	
	[__] Sewer	[__] Corporate	[__] Government	
C. Describe water pipes:	[__] PEX	[__] PVC/CPVC	[__] Other/Unknown: _____	
	[__] Copper	[__] Polybutylene	[__] Steel	

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS	**Yes**	**No**	**No Representation**
5. Roof systems A. Approximate year that current roof system was installed: _____. B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date(s): _____	[__]	[__]	[__]
6. Gutter systems	[__]	[__]	[__]
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: _____. B. During your ownership, describe any structural repairs and/or modifications to the items identified in Question 7 with date(s): _____	[__]	[__]	[__]

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS	**Yes**	**No**	**No Representation**
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	[__]	[__]	[__]

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)				[__] [__]	[__]
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)				[__] [__]	[__]
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)				[__] [__]	[__]
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)				[__] [__]	[__]
13. Heating system(s) (HVAC components)				[__] [__]	[__]
14. Cooling system(s) (HVAC components)				[__] [__]	[__]
A. Describe Cooling System:	[__] Central	[__] Ductless	[__] Heat Pump	[__] Window	[__] Other _____
B. Describe Heating System:	[__] Central	[__] Ductless	[__] Heat Pump	[__] Furnace	[__] Other _____
C. Describe HVAC Power:	[__] Oil	[__] Gas	[__] Electric	[__] Solar	[__] Other _____
D. Describe HVAC system approximate age and any other HVAC system(s): _____					

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:

_____

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

_____

C. Describe any known present pest infestations:

_____

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.	[__]	[__]	[__]
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.	[__]	[__]	[__]
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property.	[__]	[__]	[__]

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.	[__]	[__]	[__]
19. Room additions or structural changes to the property during your ownership.	[__]	[__]	[__]
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.	[__]	[__]	[__]
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	[__]	[__]	[__]
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.	[__]	[__]	[__]
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	[__]	[__]	[__]
24. Whether the property is currently insured through public (e.g., National Flood Insurance Program) or private flood insurance.	[__]	[__]	[__]
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).	[__]	[__]	[__]
26. Repairs made to the property as a result of flood events that were NOT 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.	[__]	[__]	[__]
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.)?	[__]	[__]	[__]
28. Whether the property has been assessed for a beach nourishment project during your ownership.	[__]	[__]	[__]

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

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

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: _____

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: _____

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

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

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: _____

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

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

_____
_____
_____
_____
_____
_____
_____
_____
_____

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.scstatehouse.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: _____ Time: _____

Owner Printed Name: _____

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: _____ Time: _____

Purchaser Printed Name: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

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

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: _____

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

What is the contact information for the owners association? _____

As owner do you have any actual knowledge of answers to the following questions? Please check the appropriate box to answer the questions below.			
	Yes	**No**	**No Representation**
1. Are there owners association charges or common area expenses?	[__]	[__]	[__]
2. Are there any owners association or **CCRBR** resale or rental restrictions?	[__]	[__]	[__]
3. Has the owners association levied any special assessments or similar charges?	[__]	[__]	[__]
4. Do the **CCRBR** or condominium master deed create guest or visitor restrictions?	[__]	[__]	[__]
5. Do the **CCRBR** or condominium master deed create animal restrictions?	[__]	[__]	[__]
6. Does the property include assigned parking spaces, lockers, garages or carports?	[__]	[__]	[__]
7. Are keys, key fobs or access codes required to access common or recreational areas?	[__]	[__]	[__]
8. Will any membership other than owner association transfer with the properties?	[__]	[__]	[__]
9. Are there any known common area problems?	[__]	[__]	[__]
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	[__]	[__]	[__]
11. Is there a transfer fee levied to transfer the property?* ***(*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: _____ Date: _____ Time: _____

Owner Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____