



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: (P) (U) 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.

<u>I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM</u>	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	

<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 dates(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: <u>1974</u> B. During your ownership, describe any structural repairs and/or modifications to the items identified in Question 7 with dates(s): _____	☐	☒	☐

<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)	☐	☒	☐

Owner: (P) (V) Purchaser () () acknowledge receipt of a copy of this page which is Page 2 of 6.
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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): 2021			

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):

HIOA

C. Describe any known present pest infestations:

NO

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.	☐	☒	☐

Owner: (P) (✓) Purchaser: () () acknowledge receipt of a copy of this page which is Page 3 of 6.
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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. <u>REGIME HOA</u>	☒	☐	☐
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 <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.	☐	☒	☐
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:

NO

Owner: (P) (U) Purchaser () () acknowledge receipt of a copy of this page which is Page 4 of 6.
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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: _____

NO

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

NO

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

NO

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

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

Owner: ☒ ☒ Purchaser ☐ ☐ acknowledge receipt of a copy of this page which is Page 6 of 6.
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STATE OF SOUTH CAROLINA
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DISCLOSURE STATEMENT ADDENDUM



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

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. ^{SC.}

Property Address: 45 QUEENS FOLLY RD. #703. HILTON HEAD ISLAND 29928

Describe owners association charges: \$ 466.61 Per MONTH (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: [Signature] Date: 8/31/25 Time: _____

Owner Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____



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

Property Address: 45 Queens Folly

#703

Hilton Head Is

SC

Lead Warning Statement

Every purchaser 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

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) NO Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

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

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) NO Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

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

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) NO received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) ✓ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) NO Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) _____ 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

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

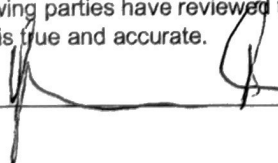
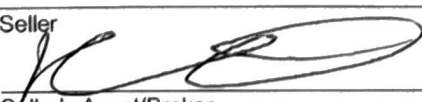
Agent's Acknowledgment (initial or enter N/A if not applicable)

(f) ✓ Seller's 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.

(g) _____ Purchaser's 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. (Only required if the purchaser's agent receives compensation from the seller)

Certification of Accuracy

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

	<u>8.31.25</u>		
Seller	Date	Purchaser	Date
	<u>8.31.2025</u>		
Seller's Agent/Broker	Date	Purchaser's Agent/Broker	Date