



STATE OF SOUTH CAROLINA COMMERCIAL PROPERTY CONDITION DISCLOSURE STATEMENT



The South Carolina Code of Laws (Title 27, Chapter 50, Article I) requires that an owner of commercial real property 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 Section § 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 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 purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owner acknowledges 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) 1335 King Street
Charleston SC 29403

Owner: [Signature] () Purchaser: () () acknowledge receipt of a copy of this page which is page 1 of 5.

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 defects, malfunctions, conditions, or characteristics.

WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

Yes No No Representation

- 1. Water Supply..... Yes No No Representation
- 2. Water Quality Yes No No Representation
- 3. Water Pressure..... Yes No No Representation
- 4. Sanitary sewage disposal system for any waste water..... Yes No No Representation
- A. Describe water supply County City Private Corporate Community Well Other _____
- B. Describe water disposal County City Private Corporate Community Well Other _____
- C. Describe water pipes County City Private Corporate Community Well Other _____

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

Yes No No Representation

- 1. Roof system..... Yes No No Representation
- 2. Gutter system..... Yes No No Representation
- 3. 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, walkaways, fencing, or other structural components including modifications..... Yes No No Representation
- A. Approximate year that current roof covering was installed or modified; '93, approximate year structure was built; '93
- B. During your ownership, describe any known roof system leaks and repairs; N/A

III. PLUMBING, ELECTRICAL, HEATING, COOLING AND OTHER MECHANICAL SYSTEMS

Yes No No Representation

- 1. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)..... Yes No No Representation
- 2. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)..... Yes No No Representation
- 3. Heating system(s) (HVAC components)..... Yes No No Representation
- 4. Cooling system(s) (HVAC components)..... Yes No No Representation
- 5. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)..... Yes No No Representation
- 6. Appliances (range, stoves, ovens, dishwasher, refrigerator, washer, dryer, other appliances)..... Yes No No Representation
- 7. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other). Yes No No Representation

Owner: [Signature] (_____) Purchaser: (_____) (_____) acknowledge receipt of a copy of this page which is page 2 of 5.

- A. Describe Cooling System Central Ductless Heat Pump Window Other N/A
- B. Describe Heating System Central Ductless Heat Pump Window Other N/A
- C. Describe HVAC Power Central Ductless Heat Pump Window Other N/A
- D. Describe HVAC system approximate age approximate age and any other HVAC system(s): N/A

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

- A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus: N/A
- B. Describe/name company that may be providing termite/pest treatment or coverage to property: N/A
- C. Describe any known present pest infestations: N/A

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 (15-23) on this disclosure. As owner, do you have any actual knowledge or notice concerning?

	Yes	No	No Representation
1. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land restrictions affecting the real property..	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. 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"/>
3. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgements, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Room additions or structural changes to the property during your ownership.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Problems caused by fire, smoke, or water to the property during your ownership.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Flood hazards, wetlands, or flood hazard designations affecting the property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Erosion or erosion control affecting the property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Flood insurance covering the property.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- A. Describe any green energy, recycling, sustainability or disability features for the property: N/A
- B. Describe any Department of Motor Vehicles titled manufactured housing on the property: N/A

Owner: [Signature] (_____) Purchaser: (_____) (_____) acknowledge receipt of a copy of this page which is page 3 of 5.

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 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: N/A

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. Describe the name and contact information for any property management company involved: N/A

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

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: N/A

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

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND TO LIST ANY ATTACHED REPORTS/INFORMATION OR TO FURTHER DESCRIBE NOTICE/KNOWN ISSUES

N/A

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. Purchasers 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 Commercial Property Condition Disclosure Statement requirements and exemptions which can be read online at websites such as www.scstatehouse.gov

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

- Owner Occupied Short Sale Bankruptcy Vacant (How long?) _____
 Leased Foreclosure Estate Other: _____

A Commercial 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 examined this Commercial Property Disclosure Statement and receiving a copy before signing and that all information is true and correct as of the date signed.

Owner Signature: Joseph Singleton Date: 9-7-18 Time: 10:17pm
Owner Printed Name: Joseph Singleton
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
- Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals
- 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
- This disclosure is not a warranty by the real estate licensee

Purchaser Signature: _____ Date: _____ Time: _____
Purchaser Printed Name: _____
Purchaser Signature: _____ Date: _____ Time: _____
Purchaser Printed Name: _____