



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.

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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.

<b><u>I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM</u></b>	<b>Yes</b>	<b>No</b>	<b>No Representation</b>
1. Water supply	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A. Describe water supply:	<input type="checkbox"/> County	<input type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> City	<input type="checkbox"/> Corporate	<input checked="" type="checkbox"/> Well	
B. Describe water disposal:	<input checked="" type="checkbox"/> Septic	<input type="checkbox"/> Private	<input type="checkbox"/> Other: _____	
	<input type="checkbox"/> Sewer	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government	
C. Describe water pipes:	<input checked="" type="checkbox"/> PEX	<input type="checkbox"/> PVC/CPVC	<input type="checkbox"/> Other/Unknown: _____	
	<input type="checkbox"/> Copper	<input type="checkbox"/> Polybutylene	<input type="checkbox"/> Steel	

<b><u>II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS</u></b>	<b>Yes</b>	<b>No</b>	<b>No Representation</b>
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 dates(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Gutter systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 dates(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b><u>III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS</u></b>	<b>Yes</b>	<b>No</b>	<b>No Representation</b>
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
13. Heating system(s) (HVAC components)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
14. Cooling system(s) (HVAC components)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
A. Describe Cooling System:	<input type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Window	<input type="checkbox"/> Other: _____
B. Describe Heating System:	<input type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Furnace	<input checked="" type="checkbox"/> Other: _____
C. Describe HVAC Power:	<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Solar	<input type="checkbox"/> 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:

nr

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

nr

C. Describe any known present pest infestations:

nr

**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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. 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 type="checkbox"/>	<input checked="" type="checkbox"/>

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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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24. Whether the property is currently insured through public (e.g., National Flood Insurance Program) or private flood insurance.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

none

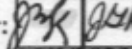
B. Describe any Department of Motor Vehicles titled manufactured housing on the property:

na

**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

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Purchaser 

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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: na

na

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

na

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

na

**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: na

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

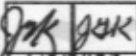

na

**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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED**

Pinnacle Point Land Owners Association (PPLOA) road maintenance road fee is \$200 a year. The yearly road maintenance fee for Indian Camp Mountain is \$400. A copy of the PPLOA Restrictive Covenants is attached.

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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](http://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: Joseph Blaine Kollar Date: Nov 11, 2024 Time: 4:30 PM

Owner Printed Name: JOSEPH BLAINE KOLLAR

Owner Signature: Jan Gillespie Kollar Date: Nov 11, 2024 Time: 4:30 pm

Owner Printed Name: Jan Gillespie Kollar

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: \_\_\_\_\_

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**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: 229 Wetherbee Lane, Sunset, SC 29685

Describe owners association charges: \$400 Per year \_\_\_\_\_ (month/year/other)

What is the contact information for the owners association? Pinnacle Point

<b>As owner do you have any actual knowledge of answers to the following questions? Please check the appropriate box to answer the questions below.</b>			
	<b>Yes</b>	<b>No</b>	<b>No Representation</b>
1. Are there owners association charges or common area expenses?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there any owners association or CCRBR resale or rental restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the owners association levied any special assessments or similar charges?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Do the CCRBR or condominium master deed create guest or visitor restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Do the CCRBR or condominium master deed create animal restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Does the property include assigned parking spaces, lockers, garages or carports?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Are keys, key fobs or access codes required to access common or recreational areas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will any membership other than owner association transfer with the properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are there any known common area problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is there a transfer fee levied to transfer the property? <i>(*Questions does not include recording costs related to value or deed stamps.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: \_\_\_\_\_

Owner Signature: *Tommy Blair Kollar* Date: \_\_\_\_\_ Time: \_\_\_\_\_

Owner Signature: *Jan Gillespie Kollar* 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: 229 Wetherbee Lane, Sunset, SC 29685

**Lead Warning Statement**

Every buyer 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 (initial)**

*JPK JPK* (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

*JPK JPK* (b) Records and reports available to the seller (check one below):

- Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment (initial)**

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Buyer has (check one below):
  - 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
  - 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)**

*[Signature]* (f) 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.

**Certification of Accuracy**

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

<i>[Signature]</i> Seller	_____ Date	<i>[Signature]</i> Seller	_____ Date
<i>[Signature]</i> Agent	_____ Date	_____ Agent	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date