

Fender Cottage



**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) 2253 LODGE ROAD

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply:	<input type="checkbox"/> County	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> City	<input type="checkbox"/> Corporate	<input type="checkbox"/> Well	
B. Describe water disposal:	<input type="checkbox"/> Septic	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Other: _____	
	<input type="checkbox"/> Sewer	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government	
C. Describe water pipes:	<input type="checkbox"/> PEX	<input checked="" type="checkbox"/> PVC/CPVC	<input type="checkbox"/> Other/Unknown: _____	
	<input type="checkbox"/> Copper	<input type="checkbox"/> Polybutylene	<input type="checkbox"/> 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>2000</u> B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date(s): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Gutter systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 date(s): <u>None</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<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)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: [Signature] 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)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Heating system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A. Describe Cooling System:	<input type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input checked="" type="checkbox"/> Heat Pump
B. Describe Heating System:	<input type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input checked="" type="checkbox"/> Heat Pump
C. Describe HVAC Power:	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Electric
D. Describe HVAC system approximate age and any other HVAC system(s):	4 years		

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:

None

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

None

C. Describe any known present pest infestations:

Treated BugBusters every month

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

Owner: () 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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:

NONE

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

Owner: ([Signature]) ([Signature]) Purchaser: ([Signature]) ([Signature]) acknowledge receipt of a copy of this page which is Page 4 of 6.
Effective 6/1/2023

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: NONE

B. State the name and contact information for any property management company involved (if any): NONE

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: NONE

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: NONE

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

NONE

Owner: () () Purchaser () () acknowledge receipt of a copy of this page which is Page 5 of 6.
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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 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: 3/6/24 Time: _____

Owner Printed Name: EDMUND S. WOLF III

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: (Signature) Purchaser () () acknowledge receipt of a copy of this page which is Page 6 of 6.
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CHASE GATE - TOMMY 1997
0108-00-00-056-02

**STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT**



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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.
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Property Address (including unit # or identifier)

2163 Lodge Road

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: (_____) 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)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Heating system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A. Describe Cooling System:	<input type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input checked="" 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 checked="" type="checkbox"/> Heat Pump <input type="checkbox"/> Furnace <input type="checkbox"/> Other _____
C. Describe HVAC Power:	<input type="checkbox"/> Oil	<input checked="" 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): <u>5 YEARS</u>			

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:

NONE

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

NONE

C. Describe any known present pest infestations:

BUG BUSTERS
2022-2023 two months

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

Owner: () () 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

None

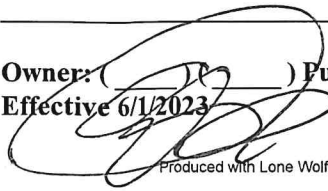
B. Describe any Department of Motor Vehicles titled manufactured housing on the property:

will provide

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

Owner: () Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is Page 4 of 6.
Effective 6/1/2023

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: NONE

B. State the name and contact information for any property management company involved (if any): NONE

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: NONE

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: NONE

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

NONE

Owner: () () Purchaser () () acknowledge receipt of a copy of this page which is Page 5 of 6.
Effective 6/1/2023

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: 3/6/24 Time: _____

Owner Printed Name: Edmund S. Winberg III

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



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: [Signature]) 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)

1747 SALKWATCHE ROAD

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply:	<input type="checkbox"/> County	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> City	<input type="checkbox"/> Corporate	<input type="checkbox"/> Well	
B. Describe water disposal:	<input type="checkbox"/> Septic	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Other: _____	
	<input type="checkbox"/> Sewer	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government	
C. Describe water pipes:	<input type="checkbox"/> PEX	<input checked="" type="checkbox"/> PVC/CPVC	<input type="checkbox"/> Other/Unknown: _____	
	<input type="checkbox"/> Copper	<input type="checkbox"/> Polybutylene	<input type="checkbox"/> 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>2014</u> B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date(s): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Gutter systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 date(s): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<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)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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:

NONE

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

BUG BUSTERS

C. Describe any known present pest infestations:

NONE

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

Owner: () 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Libian

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:

NONE

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

Owner: () () Purchaser () () acknowledge receipt of a copy of this page which is Page 4 of 6.
Effective 6/1/2023

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: NONE

B. State the name and contact information for any property management company involved (if any): NONE

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: NONE

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: NONE

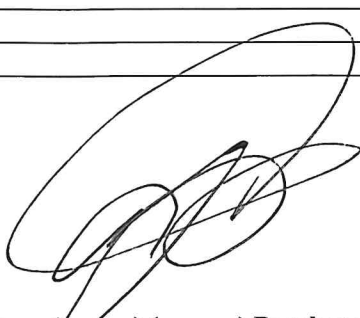
B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: NONE

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

NONE


Owner: () () Purchaser () () acknowledge receipt of a copy of this page which is Page 5 of 6.
Effective 6/1/2023

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: 3/06/24 Time: _____

Owner Printed Name: Edmund S. Twining III

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



EXCLUSIVE RIGHT TO SELL AGREEMENT LISTING AGREEMENT

In consideration of the covenants herein contained, Edmund S Twining III Rev Trust,
Sole Property Owner(s) (hereinafter called "**OWNER**") and Meybohm Real Estate Aiken,
Real Estate Company (hereinafter called "**BROKER**"), agree as follows:

For the period of time beginning on April 12, 2024, and ending at midnight on February 12,
2025, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Lot _____ Block _____ Section _____ Subdivision _____
Address (1747) 2253 Lodge Rd
Tax Map # 0108-00-00-026,056,056.02 City Ehrhardt Zip 29081
County of Bamberg, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any,
described here. See List

1. **CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)**

Seller acknowledges receiving an explanation of the types of agency relationships that are offered by the brokerage
and a South Carolina Disclosure of Real Estate Brokerage Relationships form at the first practical opportunity at
which substantive contact occurred between the agent and the seller.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act
as a **dual agent** or a **designated agent** in a specific transaction.

If asked:

☒ Permission to act as a dual agent will not be considered.

☒ Permission to act as a dual agent may be considered at the time I am provided with information about the other
party to a transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**.

☒ Permission to act as a designated agent will not be considered.

☒ Permission to act as a designated agent may be considered at the time I am provided with information about the
other party to a transaction. If Owner agrees, Owner will execute a separate written **Designated Agency Agreement**.

2. **TERMS:** As follows:

A. Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of
Three Million Seven hundred & fifty thousand Dollars

(\$ 3,750,000.00) and in return Owner agrees to pay Broker a total fee of \$ _____ or a total commission of
3 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a Buyer

who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to Owner. Owner
and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless specified
under Paragraph 28. The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange,
lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set
forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real
Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due
by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by
Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of
the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the
sale.

If the property is sold within 60 days of the expiration or termination of this Agreement (which shall be the "protection
period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this
Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing
agreement with another broker during the protection period.

[Signature] OWNER, [Signature] OWNER [Signature] OWNER [Signature] OWNER, AND [Signature] **BROKER HAVE READ THIS PAGE.**

Form 220
PAGE 1 OF 5

B. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

3. COMPENSATION TO OTHER BROKERAGES:

Owner acknowledges Broker has advised Owner of Broker's general company policy regarding cooperating with and compensating other Brokerages. Owner authorizes listing Broker to compensate other Brokerages as legally required in the following amounts of U.S. dollars and or percentage of gross sales price:

Buyer Agency 2.00% and or \$ 0; Transaction Brokerage (Non Agency) 2 % and or \$ 0; Sub Agency 0 % and or \$ 0; Other 0.

4. EARNEST MONEY: Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

5. SIGNS: Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

6. BROKER'S DUTY: Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this Agreement, Broker shall keep confidential all information received during the course of this Agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

7. BROKER LIABILITY LIMITATION: Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.

8. OWNER'S DUTY: Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ 0 for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and

] OWNER, [] OWNER [] OWNER [] OWNER, AND ] BROKER HAVE READ THIS PAGE.

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- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final settlement statement for the transaction prior to the closing date; and
- K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and
- L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this Agreement which was received during the course of this Agreement in accordance with South Carolina law.

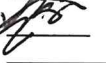
9. PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et. seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

10. DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

11. TAXES: Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

12. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

13. MULTIPLE LISTING SERVICE/PUBLIC MARKETING: (INITIAL ONLY ONE OPTION)

 **Option 1** The property shall be entered into the following Multiple Listing Service(s) - AAOR of which Broker is a member within the timeframes stipulated by their bylaws, rules, and regulations. This shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described in paragraph 3. Owner ☒ agrees ☐ does not agree that the listing will be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations. **Broker and Owner agree to abide by all rules and regulations of the Multiple Listing Service on which the property is listed.**

Option 2 Seller does not consent for their property to be placed on the Multiple Listing Service and instead wishes to have their property listed as a brokerage exclusive. This will prohibit Seller and Broker from conducting any public marketing (which includes but is not limited to the following: site signage, social media, and any communication oral, written, or electronic that can be disseminated to the general public) of the property and will restrict the marketing of the property to only the members of the Broker's firm. Broker and Owner agree to complete any paperwork required by Multiple Listing Service of which Broker is a member to verify that the property will not be publicly marketed.

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14. **LOCKBOX:** Owner ☐ agrees ☒ does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party.

Owner further acknowledges that Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

15. **OTHER OFFERS:** Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this Agreement, whichever occurs first.

16. **MARKETING THE PROPERTY AFTER ACCEPTED OFFERS:** The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

17. **NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

18. **MAINTENANCE:** Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first.

19. **AGREEMENT TO SELL:** When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

20. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this Agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this Agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this Agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect Your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

21. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

22. **FAIR HOUSING:** Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

23. **FACSIMILE:** The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

24. **ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

25. **SEX OFFENDER/CRIMINAL INFORMATION:** Seller agrees that Broker is not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against the Broker for failure to obtain or disclose sex offender or criminal information. Seller agrees that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Seller may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

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26. **PHOTOGRAPHY:** Seller irrevocably conveys any and all of the Seller's audio, photography, and videography rights in perpetuity involving Seller and Seller's family and Seller's property to Broker for marketing and advertising and any other purpose deemed necessary by the Broker.

27. **SURVEILLANCE:** Seller agrees to abide by any laws and regulations regulating audio and video surveillance of the Property and persons entering the Property including agreeing not to use any surveillance in areas where persons have an expectation of privacy such as restrooms. Seller agrees that Broker ☐ may or ☒ may not disclose potential surveillance as Broker deems necessary including signage on the Property and in advertising/marketing.

28. **OTHER TERMS AND CONDITIONS:** _____

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND COPY OF THE SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

X Owner: [Signature] Date 3/25 Time 9:30 am

Email: WigginsEstate@gmail.com Phone: 803-824-9085 Fax: —

Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Owner's Mailing Address: 2253 LODGE ROAD

Real Estate Firm: Meybohm Real Estate Aiken Phone: _____

By: Deirdre S Vaillancourt Date 04/12/2024 Time 5:00 PM

Deirdre Stoker Vaillancourt

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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[Signature] OWNER, [] OWNER [] OWNER [] OWNER, AND [Signature] BROKER HAVE READ THIS PAGE.



CLOSING FUNDS AND WIRING ACKNOWLEDGEMENT

Meybohm Realtors and its agents (collectively, the "Broker"), strives to provide the best customer service to all of our customers and clients. In fulfilling this mission, we strive to do all in our power to protect our customers and clients in the capacities in which we serve them. In furtherance of this, we have become increasingly aware of wire fraud schemes whereby an outside third party contacts our customers and clients with fraudulent requests for funds and wire instructions. These schemes are becoming more sophisticated and we are aware of recent occasions where the email appeared to come from one of our agents. It is our company policy that if you need to wire any funds for closing, all conversations and instructions for wiring must be between you and the attorney's office. If you should receive any kind of request to wire funds for a closing, please immediately contact the closing attorney before ever providing any account or personal information. Please sign below and in doing so acknowledge that you have been advised of this important policy and agree to act in accordance.

3/1/24
Date

Edmund S. Luning
Printed Name
[Signature]
Signature

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

If you enter into a written agency agreement, as a client, the real estate brokerage has the following **client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care.** Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction - a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you - the South Carolina real estate consumer.

Acknowledgement of Receipt by Consumer:

Signature  Date 3/4/2024

Signature _____ Date _____

THIS DOCUMENT IS NOT A CONTRACT.

This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.**

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers: **present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.**

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

Transaction Brokerage

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(L)(2).

You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A seller becomes a client of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A buyer becomes a client of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

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RESPA AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(To be presented to Buyers/Sellers and signed upon commencing relationship with Meybohm Real Estate, but in no event later than referral of Buyers/Sellers to the Meybohm Real Estate Affiliated Companies)

Buyer(s)/Seller(s): Edmund S Twining III Rev Trust
Subject Property: Lodge Road Ehrhardt, SC 29081
Date: March 25, 2024

In order to facilitate your transaction, **Meybohm Real Estate** has established certain affiliated or related companies or business relationships in the areas of mortgage lending, title insurance and homeowner's insurance (the "Affiliated Companies"). These Affiliated Companies are under either direct ownership by, or common ownership with, Meybohm Real Estate. Because of these relationships, any referrals may provide Meybohm Real Estate a financial or other benefit.

You are NOT required to use the listed providers as a condition for settlement for your loan or purchase, sale or refinancing of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATES FOR THESE SERVICES.**

We at Meybohm Real Estate believe our Affiliated Companies provide superior service, value and convenience to make your real estate transaction as smooth as possible. Please know that the individual real estate agent with whom you are working does not receive financial or other benefits if you choose to use the listed providers, nor are they penalized if you chose to select other providers for the same services.

Set forth below is the estimated charge or range of charges for settlement services listed.

➤ **Carolina One Mortgage, LLC d/b/a Meybohm Mortgage**

Depending upon the type of mortgage product selected and the specific terms of that loan, the following information represents an estimate of possible charges:

Loan discount points	0% to 5% of the Loan Amount, depending on rate chosen
Administration fee	\$0.00 to \$1,379.00
Processing fee	\$0.00 to \$495.00

For additional information or to receive a Good Faith Estimate specific to your loan please consult with a Meybohm Mortgage representative.

➤ **Homeowner's Insurance / Mantle Insurance Agency**

Meybohm Real Estate has a business relationship with Mantle Insurance Agency and has a financial interest in the performance of Mantle Insurance Agency. Mantle Insurance Agency is an agent for various insurance carriers approved by the South Carolina and Georgia Department of Insurance. Insurance premiums vary greatly depending on the region, amount of coverage, type of construction and other variable factors.

The average annual premium for an average home in Aiken County is \$1,900

The average annual premium for an average home in Edgefield County is \$1,800

The average annual premium for an average home in Columbia County, GA is \$1,600

The average annual premium for an average home in Richmond County, GA is \$1,700

ACKNOWLEDGEMENT

I/We have read this disclosure form and understand that Meybohm Real Estate is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Buyer/Seller

Date

3/25/24

Buyer/Seller

Date