# MISSISSIPPI REAL ESTATE COMMISSION

# **Property Condition Disclosure Statement (PCDS)**

The following is a Property Condition Disclosure Statement (PCDS) required by §89-1-501 through §89-1-527 of the

Mississippi Code, made by the SELLER(S) concerning the	e condition of the <b>RESIDENTIAL PRO</b> I	PERTY (1 TO 4 UNITS) located a
ADDRESS: 218 Country Road 2 SELLER(S): Sharon Ray wolds whight	14 Burnsville MS.	
SELLER(S): Sharon Ray wolds whight	+ Kerry Peynold:	Year 1965 Built:
Note to Buyer: If the structure was built before 1978, you	are encouraged to investigate the poss	sible presence of lead-based pain
IS A DODG NEGGGGABYS. AV	O OCCUPANCY AND NO VAI	N// 50.05
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Instructions to Seller(s): If no seller has occupied (lived in) to mark the two boxes below, sign in attestation of the truth of		
No Seller has occupied the property, AND no S		
Signature(s) of Seller(s)		7-10-2025 Date
IS A PCDS NECESSAR	Y? – STATUTORY EXCLUSION	NS
delivered to a buyer prior to the signing by the buyer of an statutory exclusion to the contrary for the seller. The follow the requirement to provide a fully completed PCDS. A mc Code. (Check all that apply, sign in attestation of the truth of	ring is a "summary" of those transfers wore thorough explanation is provided in	rhich are <u>EXCLUDED</u> (in part) from §89-01-501(2) of the Mississipp
Transfers pursuant to a court order, to include the follow  Transfer by order of a probate court in the administr  Transfer pursuant to a writ of execution.  Transfer by any foreclosure sale.  Transfer by a Trustee in Bankruptcy.  Transfer by an eminent domain proceeding.  Transfer from a decree for specific performance.  Transfer by a fiduciary in the administration of an est	ation of an estate.	trust.
Transfers by a Mortgagor who is in default to the Mortgagor Transfer to a beneficiary of a deed of trust.  Transfer by a foreclosure sale after default on a mort Transfer by a mortgagee or a beneficiary following a Transfer by a deed in lieu of foreclosure.	gage.	
Other Transfers to include the following:  Transfer of real property on which no dwelling is loca Transfer from one co-owner to one or more co-owne Transfer to a spouse (including due to divorce/separa Transfer to or from any governmental entity.	rs.	of consanguinity.
Signature(s) of Seller(s)		Date

#### **GENERAL INSTRUCTIONS**

This document is a disclosure of the condition of residential property known by the **SELLER** on the date this statement was completed, and it is based on the seller's actual knowledge of the property. It is **NOT a warranty of any kind** by the seller or any Real Estate Licensee participating in any capacity in this transaction and this PCDS is not a substitute for any inspection(s) or test(s). The buyer is encouraged to obtain their own independent professional inspections and environmental tests and is encouraged to check public records pertaining to the property. However, the buyer may rely on the information contained herein when deciding to negotiate the terms for the purchase of this residential real estate. This statement may be made available to other parties and is to be **signed and dated by the SELLER(S)**.

## Instructions to Seller(s):

- a. Complete this form yourself.
- b. Answer all questions based upon your actual (personal) knowledge of the residential property.
- c. Attach additional pages with your signature if additional space is required to describe the condition(s).
- d. If some items do not apply to your property, check "NA" (Not Applicable). If you do not know the answer to a question, you should check "UNK" (Unknown).

### Note to Seller(s):

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the statutory duty to deliver a PCDS prior to the signing by the buyer of an offer to purchase or a binding contract of sale, the buyer will be allowed (upon the subsequent receipt of a PCDS or material amendment thereto) to terminate the contract (including a full return of earnest money) by delivery of a written notice of termination within three (3) days after in-person delivery of a PCDS (or material amendment thereto), or within five (5) days after delivery by deposit in the mail of a PCDS (or material amendment thereto).

#### Note to Buyer(s):

If the seller does not give you a completed PCDS before you make a written offer to purchase the property (or sign a contract to purchase), you may terminate any resulting contract without penalty to you as the buyer (your earnest money will be fully returned). To terminate the contract, you must deliver to the seller or the seller's agent a written notice of termination within three (3) days of your in-person receipt of a PCDS (or material amendment thereto) from the seller (or within five (5) days of the seller's depositing a PCDS (or material amendment thereto) in the mail to you).

#### SELLER'S STATEMENT OF PROPERTY'S CONDITION

The seller makes the representations on this PCDS based upon the seller's actual (personal) knowledge of the property for delivery to a prospective buyer of the residence. The following are representations made by the seller and are not the representations of any real estate licensee involved in the transaction.

#### I. GENERAL INFORMATION

1.	Does the seller currently have ownership of the residence?	abla	Yes		No		Unk	NA
2.	Does the seller currently occupy the residence?		Yes		No		Unk	NA
3.	Are there certificates of occupancy related to the property?		Yes	$\square$	No		Unk	NA
4.	Is the residence a condominium?		Yes	V	No		Unk	NA
5.	Is the residence a modular/mobile home on a permanent foundation?		Yes	Ø	No		Unk	NA
6.	Was the residence built in conformity to approved building codes?		Yes		No	$\square$	Unk	NA
7.	What dates have the seller occupied the residence?							
8.	What is the approximate square footage of the heated/cooled living area?							
9.	How or by whom was the heated/cooled square footage area determined?							

## II. ROOF

1.	Are you aware whether	all or any portion of the roof has been repaired or replaced?	No Unk NA
	If Yes, please explain		
	Rosef Was	Replace in 2024	
	1100	-). THE DUAT	
2.	To vour knowledge, ar	e there any written warranties presently in place for the	No Unk NA
	roof? If Yes, please pro	103	No Unk UNA
3.		current leaks or defects with the roof such as structural	
			No Unk UNA
	If Yes, please explain	here (attach additional pages if necessary).	
4.	The roof is ye	ars old.	
٠.	THE 1001 IS YE	ars ord.	
		III. UTILITIES, INTERNET, AND TELEVISION SERVICES	
	Utilities	Service Provider (state NA if Not Applicable)	Average Monthly Bill
	Electricity	tish omingo Power	UNK
	Natural Gas	none	
	Water	Burnsville water	vnK
	Garbage Collection	Wed each Week	none
	Propane	Henter	UNK
	Solar Panels	none	
	(other)		
	If applicable, Propane 1	Fank is: ☐ Owned, ☑ Leased. If leased, the fee is \$ <u> +0.00</u> per: Mo	onth 🔲, Year 🖳
1.	Is your drinking water f	rom a private well?	No Unk NA
	a) If YES, has the water	quality been tested for safety?	
	If YES, please attach	the Water Safety Report (if available).	No Unk NA
2.	The sewage system is:	Public Private Septic Cesspool Treatment	☐ Lift ☐ Other
	If an individual system,		Litt Li Other
	Manufacturer Name:	provide.	
	Location on Property:	east side of House	
	Is a sewage pump insta		No U Unk U NA
	If an individual system, Health Department offi	has it been inspected by the proper state/county/ cials?	No Unk NA
	If an individual system, v	what is the date of the last servicing? New tank 202	10
	How many bedrooms ar	re allowed by the individual wastewater permit?	
3.	Is cable Television availa	able at the site?	No Unk NA
٥.			Satellite Unk NA
	If internet service is curr	rently available, who is the provider? to homingo Pou	ver

# **IV. STRUCTURAL ITEMS & SOILS**

1.	Are you aware of any settlement/heaving of soils, any collapsible or expansive soils or poorly compacted fill on the Property?	Yes No Unk NA
2.	Are you aware of any past or present movement, shifting, deterioration or other problems with the walls (interior or exterior) or the foundation of the Property?	Yes No Vunk NA
3.	Are you aware of any tests to determine the composition/compaction of soil or the presence of any "expandable soils" being present on the Property?	Yes No Unk NA
4.	Are you aware of any foundation repairs made in the past?	Yes No Vunk NA
	a) If YES, is there a written report?	Yes No Unk NA
	b) If YES, is there a warranty which can be transferred to the buyer?	Yes No Unk NA
5.	To your knowledge, are any foundation repairs currently needed?	Yes No W Unk NA
6.	Except for "Cosmetic Upgrades" (carpet, paint, wallpaper) have you remodeled, made any additions, structural modifications, or other alterations or improvements to the property?	Yes No Unk NA
	a) If YES, please attach a detailed description of all work completed, the name completed the work and the completion date of the work.	of the building contractor who
7.	Were all necessary work PERMITS and approvals secured in compliance with local, city and county building codes?	Yes No Vunk NA
	If Yes, please explain here (attach additional pages if necessary).	10
8.	Are you aware if there has ever been damage to any portion of the (residence) st	ructure because of the following:
Ο.	Fire Yes No Unk NA Windstorm	Yes No Unk NA
	Hail Yes No Unk NA Tornados Hurricane Yes No Unk NA Other Disaster	☐ Yes         ☑ No         ☐ Unk         ☐ NA           ☐ Yes         ☑ No         ☐ Unk         ☐ NA
	If Yes, please explain here (attach additional pages if necessary).	E Caller and Caller
9.	Are you aware of the presence of, or damage (repaired or unrepaired) caused by, termites or wood-destroying insects?	Yes No Unk NA
	If Yes, please explain here (attach additional pages if necessary).	100000
10.	Are you aware of the presence of animals or animal infestations on the property and/or in the residence?	Yes No Unk NA
	If Yes, please explain here (attach additional pages if necessary).	

11.	ther than routine maintenance and upkeep during your ownership, are you aware of any problems, malfunctions, r defects with any of the following?	
	Interior Walls	
	f Yes, please explain here (attach additional pages if necessary).	
	V. LAND AND SITE DATA	
1.	there an engineer's survey of the Property available?	
	f Yes, please attach a copy of the survey and indicate by whom the survey was completed and the date of the	
	urvey (attach additional pages if necessary).	
2.	e you aware of the existence of any of the following? Add additional distinct issues below, use a separate page if neederoperty tax: Yes No Unk If Yes: \$/year. Homestead exemption: Yes No	
	ncroachments	
	Yes, please explain here (attach additional pages if necessary).	

3.	Are you aware if any portion of the Property (including a part of the site) is currently located in a FEMA Designated Flood Hazard Zone?  a) If Yes, what is the flood zone classification of the Flood Hazard Zone?
4.	Has the residence ever been flooded by rising water from the outside?
5.	Is flood insurance currently required?  a) If Yes, please indicate the premium currently being paid and the date that the premium was last adjusted.  Date Paid  Date Last Adjusted
6.	Are you aware if any portion of the Property (Site) is currently designated as being located within a WETLANDS area and is subject to specific restrictive uses?
7.	Are you aware of any occurrence of water penetration or damage (at any time, for any reason) to:  Walls
	If Yes, please explain here (attach additional pages if necessary).
8.	Are you aware of water penetration or damage FOR ANY REASON, because of:  Flooding
	If Yes, please explain here (attach additional pages if necessary).
	VI. BUILT-IN APPLIANCES, SYSTEMS AND MECHANICAL EQUIPMENT REMAINING WITH RESIDENCE
Inst	ructions to Seller(s):
a)	If an item listed below does not exist or will be uninstalled and removed from the residence before closing, CROSS THROUGH the name of the item using a line or "X," so that the list below will reflect the items remaining with the residence.
b)	L. I. Constitution of the
c)	Indicate whether the item is powered by gas or electricity, and the age in years of the item (if age not known, indicate "Unknown").
d)	

item will remain with the property.

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e) Indicate in the box provided after the list below if seller knows of a problem with one or more items appearing in the list.

	GAS/ELECTRIC	AGE
Built-In Cooktop	ejectrie	60
Built-In Oven(s)	electric	60
Built-In Dishwasher	electrie	35
Built-In Microwave	none	
Built-In Ice Maker	none	
Built-in Trash Compactor	none	
Built-in Range	none	
Built-In Refrigerator	none	

ITEM	GAS/ELECTRIC	AGE
Garbage Disposal	none	
Garage Door Opener(s) (#)	nove	
Central Air (#)	none	
Central Heat (#)	none	
Water Heaters (#)	electrie	lar
Tankless Heater (#)	nove	0
Ductless HVAC	none	

If seller knows of a problem with one or more items listed above, explain If no explanation(s) appear in this box or on an attached page, seller their	
VII. CERTIFICA	TION
<b>SELLER</b> certifies that the information in this Property Condition D actual (personal) knowledge as of the date signed by the seller. If which renders materially inaccurate a Property Condition Disclosur a revised Property Condition Disclosure Statement to the buyer as be required to provide a revised Property Condition Disclosure Statement or occupancy by the buyer, whichever is earlier.	a seller of residential real property acquires knowledge re Statement provided previously, the seller shall deliven soon as practicable. In no event, however, shall a sellen
Seller's Signature(s)	
X Kerry Reynolds	Date 7-10-3025
x	Date
<b>BUYER</b> acknowledges receipt of a copy of this statement and buy certain conditions and information concerning the property know seller and is not a substitute for any home, pest, hazardous was inspection(s) of the public records.	vn to the seller. It is not a warranty of any kind by the
Buyer's Signature(s)	
x.	Date
X.	Date
<b>SELLER'S CLOSING CERTIFICATION:</b> Seller <u>certifies at closing</u> that the remains true and complete to the seller's actual (personal) knowledge.	ne information in this PCDS, including any amendments, edge as of the date of the transaction's closing.
Seller's Signature(s) <u>at closing</u>	
X.	Date of closing
X	Date of closing

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii)
below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the
housing. Describe what is known:
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (initial (i) or (ii) below):
(i) Seller has provided the purchaser with all available records and reports
pertaining to lead-based paint and/or lead-based paint hazards in the
housing. List documents below:
(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Purchaser's Acknowledgment
(c) Purchaser has (initial (i) or (ii) below):
(i) received copies of all records and reports pertaining to lead-based
paint and/ or lead-based paint hazards in the housing listed above.
(ii) not received any records and reports regarding lead-based paint and/
or lead-based paint hazards in the housing.
(d) Purchaser has received the pamphlet Protect Your Family from Lead in
Your Home (initial).
(e) Purchaser has (initial (i) or (ii) below):
(i) received a 10-day opportunity (or mutually agreed upon period) to
conduct a risk assessment or inspection for the presence of lead-based paint and/or
lead- based paint hazards; or

		onduct a risk assessment or or lead-based paint hazards.				
4852 and is aware of his/her r	s informed the esponsibility as informed t	e seller of the seller's obligat to ensure compliance. he seller of the seller's obliga	ations under 42			
<b>Certification of Accuracy</b> The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.						
	D .	D 1	D. (			
Seller	Date	Purchaser	Date			
Seller	Date	Purchaser	Date			
Sollor's Agent	1/10/2025	Purchaser's Agent <sup>1</sup>	Date			

# Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

<sup>&</sup>lt;sup>1</sup> Only required if the purchaser's agent receives compensation from the seller.