# 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 condition of the **RESIDENTIAL PROPERTY (1 TO 4 UNITS)** located at:

ADDRESS:	
SELLER(S):	Year
	Built:

Note to Buyer: If the structure was built before 1978, you are encouraged to investigate the possible presence of lead-based paint.

# IS A PCDS NECESSARY? - NO OCCUPANCY AND NO KNOWLEDGE

**Instructions to Seller(s):** If no seller has occupied (lived in) the property, AND no seller has any knowledge of the property's condition, mark the two boxes below, sign in attestation of the truth of these representations, and leave the remainder of the PCDS blank.

□ No Seller has occupied the property, <u>AND</u> □ no Seller has any knowledge of the property's condition.

Signature(s) of Seller(s)

Date

# IS A PCDS NECESSARY? – STATUTORY EXCLUSIONS

The Property Condition Disclosure statutes require the seller of residential real property to cause a PCDS or a copy thereof to be delivered to a buyer prior to the signing by the buyer of an offer to purchase or a binding contract of sale unless there is a specific statutory exclusion to the contrary for the seller. The following is a "summary" of those transfers which are **EXCLUDED** (in part) from the requirement to provide a fully completed PCDS. A more thorough explanation is provided in §89-01-501(2) of the Mississippi Code. (Check all that apply, sign in attestation of the truth of this representation, and leave the remainder of the PCDS blank).

Transfers pursuant to a court order, to include the following:

Transfer by order of a probate court in the administration of an estate.

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 estate, guardianship, conservatorship or trust.

Transfers by a Mortgagor who is in default to the Mortgagee, to include the following:

Transfer to a beneficiary of a deed of trust.

Transfer by a foreclosure sale after default on a mortgage.

Transfer by a mortgagee or a beneficiary following a foreclosure.

Transfer by a deed in lieu of foreclosure.

Other Transfers to include the following:

Transfer of real property on which no dwelling is located.

- Transfer from one co-owner to one or more co-owners.
- Transfer to a spouse (including due to divorce/separation), or to a person in the lineal line of consanguinity.

Transfer to or from any governmental entity.

#### **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):

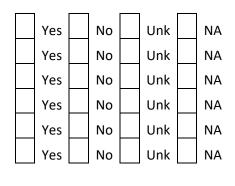
If the seller does not give you a completed PCDS before you make a written offer to purchase the property (or sign a contract to purchase), you may terminate any resulting contract without penalty to you as the buyer (your earnest money will be fully returned). To terminate the contract, you must deliver 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?
- 2. Does the seller currently occupy the residence?
- 3. Are there certificates of occupancy related to the property?
- 4. Is the residence a condominium?
- 5. Is the residence a modular/mobile home on a permanent foundation?
- 6. Was the residence built in conformity to approved building codes?
- 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?	Yes No Unk NA
	If Yes, please explain here (attach additional pages if necessary).	
2.	To your knowledge, are there any written warranties presently in place for the roof? If Yes, please provide a copy.	Yes No Unk NA
3.	Are you aware of any current leaks or defects with the roof such as structural issues, dry rot, water backups, moisture issues, wind damage, or hail damage?	Yes No Unk NA
	If Yes, please explain here (attach additional pages if necessary).	

4. The roof is \_\_\_\_\_ years old.

## III. UTILITIES, INTERNET, AND TELEVISION SERVICES

	Utilities	Service Provider (state NA if Not Applicable)	Average Monthly Bill
	Electricity		
	Natural Gas		
	Water		
	Garbage Collection		
	Propane		
	Solar Panels		
	(other)		
	If applicable, Propane 1	ank is: $\Box$ Owned, $\Box$ Leased. If leased, the fee is \$ per: M	onth 🗌 , Year 🗌 .
1.	Is your drinking water f	rom a private well? Yes	No Unk NA
	• •	quality been tested for safety?   the Water Safety Report (if available).	No Unk NA
2.	The sewage system is:	Public Private Septic Cesspool Treatmen	t 🗌 Lift 🗌 Other
	If an individual system,		
	Manufacturer Name:		
	Location on Property:		
	ls a sewage pump insta	lled? Yes	No Unk NA
	If an individual system, Health Department off	has it been inspected by the proper state/county/ Yes	No Unk NA
	If an individual system,	what is the date of the last servicing?	
	How many bedrooms a	re allowed by the individual wastewater permit?	
3.	Is cable Television avail	able at the site?	No Unk NA
	What type of internet s	ervice is available at the site?	Satellite Unk NA
	If internet service is cur	rently available, who is the provider?	

IV.	STRUCTUR	AL ITEMS	& SOILS
	0111001010		~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

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 Unk 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 Unk 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 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 Unk NA
	If Yes, please explain here (attach additional pages if necessary).	
8.	Are you aware if there has ever been damage to any portion of the (residence) st   Fire Yes No Unk NA Windstorm   Hail Yes No Unk NA Tornados   Hurricane Yes No Unk NA Other Disaster   If Yes, please explain here (attach additional pages if necessary).	ructure because of the following: Yes No Unk NA Yes No Unk NA Yes No Unk NA Yes No Unk NA
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).	
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. Other than routine maintenance and upkeep during your ownership, are you aware of any problems, malfunctions, or defects with any of the following?

•	_			-				-	_		-		 -	
Interior Walls		Yes		No		Unk		NA	Exterior Walls		Yes	No	Unk	NA
Fireplace		Yes		No		Unk		NA	Chimney		Yes	No	Unk	NA
Windows		Yes		No		Unk		NA	Skylights		Yes	No	Unk	NA
Doors/Door Trim		Yes		No		Unk		NA	Rain Gutters		Yes	No	Unk	NA
Ceiling		Yes		No		Unk		NA	Driveway		Yes	No	Unk	NA
Flooring		Yes		No		Unk		NA	Irrigation Sys		Yes	No	Unk	NA
Sinks/Wet Bar		Yes		No		Unk		NA	French Drain		Yes	No	Unk	NA
Shower		Yes		No		Unk		NA	Patio		Yes	No	Unk	NA
Sauna		Yes		No		Unk		NA	Outdoor Fireplace		Yes	No	Unk	NA
Jetted Bathtubs		Yes		No		Unk		NA	Outdoor Kitchen		Yes	No	Unk	NA
Lighting		Yes		No		Unk		NA	Soffit(s)/Fascia(s)		Yes	No	Unk	NA
Ceiling Fans		Yes		No		Unk		NA	Stucco/Dryvit		Yes	No	Unk	NA
Electrical Outlets		Yes		No		Unk		NA	Garage Door		Yes	No	Unk	NA
Locks		Yes		No		Unk		NA			Yes	No	Unk	NA
		Yes		No		Unk		NA			Yes	No	Unk	NA
								-	_		-		-	
If Yes, please explai	If Yes, please explain here (attach additional pages if necessary).													

## V. LAND AND SITE DATA

1.	Is there an engineer's survey of the Property available?		Yes		No		Unk		NA
	If Yes, please attach a copy of the survey and indicate by whom the survey was survey (attach additional pages if necessary).	com	nplete	d a	nd th	e da	ate of	the	

2. Are you aware of the existence of any of the following? Add additional distinct issues below, use a separate page if needed:

Property tax: Ye	es	N	0	l	Juł	c It Y	es	s: \$	/year. Ho	m	esteac	e e	xemp	tio	n:	Y	es	No
Encroachments		Yes		No		Unk		NA	Boundary Dispute		Yes		No		Unk		NA	
Easements		Yes		No		Unk		NA	Soil Erosion		Yes		No		Unk		NA	
Soil Problems		Yes		No		Unk		NA	Standing Water		Yes		No		Unk		NA	
Land Fill		Yes		No		Unk		NA	Drainage Problems		Yes		No		Unk		NA	
Foreclosure		Yes		No		Unk		NA	Zoning Noncompliance		Yes		No		Unk		NA	
Pending Litigation		Yes		No		Unk		NA	Judgments/Liens		Yes		No		Unk		NA	
<b>Restrictive Covenants</b>		Yes		No		Unk		NA	Special Assessments		Yes		No		Unk		NA	
Mechanics Lien(s)		Yes		No		Unk		NA	Eminent Domain		Yes		No		Unk		NA	
Materials Lien(s)		Yes		No		Unk		NA	HOA/COA Dues		Yes		No		Unk		NA	
<b>Rights of Way</b>		Yes		No		Unk		NA	Historic Registry		Yes		No		Unk		NA	
CRP		Yes		No		Unk		NA	Pearl River Valley land		Yes		No		Unk		NA	
16 <sup>th</sup> Section land		Yes		No		Unk		NA	PID: \$		Yes		No		Unk		NA	
Leasehold		Yes		No		Unk		NA	(Other)		Yes		No		Unk		NA	

If Yes, please explain here (attach additional pages if necessary).

3.	Are you aware if any p is currently located in a a) If Yes, what is the p	a FEMA D	Designa	ted Flood	l Hazard	Zone?	Y	es	No	Unk	NA
4.	Has the residence even	r been flc	oded b	oy rising w	vater fro	m the outside?	Y	es	No	Unk	NA
5.	Is flood insurance curr a) If Yes, please indic the premium was last	ate the p	remiun	n currentl ate Paid	y being p		Ye ate Last J		No	Unk	NA
	the premium was last	uujusteu.	D	ute Fulu_		D	ule Lusi	Aujustei	J		
6.	Are you aware if any po located within a WETLA		•		-		Y	es	No	Unk	NA
7.	Are you aware of any o Walls Doors Attic	Yes Yes Yes Yes	ce of w No No No	ater pene Unk Unk Unk Unk	etration of NA NA NA NA	or damage (at any time Windows Crawl Space Basement	Y	es I es I	No   1 No   1	Unk Unk Unk	NA NA NA
	If Yes, please explain	here (att	ach ado	ditional p	ages if no	ecessary).					
8.	Are you aware of wate	er penetra	ation o	r damage	FOR AN	Y REASON, because of:					
	Flooding	Yes	No	Unk	NA	Lot Drainage	Yes	No	Unk	< 🗌	NA
	Pipe Fittings	Yes	No	Unk	NA	Condensation	Yes	No	Unk	< 🗌	NA
	Sewer Overflow	Yes	No	Unk	NA	Moisture Seep	Yes	No	Unk	< 🗌	NA
	Sewer Backup	Yes	No	Unk	NA	Leaking Pipes	Yes	No	Unk	<	NA

Leaking Appliances Yes No Unk NA	Other Causes	Yes No Unk NA
If Yes, please explain here (attach additional pages if r	necessary).	

Broken Pipes

Yes

No

Unk

NA

NA

## VI. BUILT-IN APPLIANCES, SYSTEMS AND MECHANICAL EQUIPMENT REMAINING WITH RESIDENCE

## Instructions to Seller(s):

**Plumbing Fixtures** 

Yes

No

Unk

- a) If an item listed below <u>does not exist</u> or <u>will be uninstalled and removed from the residence before closing</u>, 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) If other distinct built-in appliances, systems, or mechanical equipment exist and will remain, add them in the blanks provided below or use a separate page.
- 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) Where a "(#)" appears in the entries below, indicate, in the blank space provided immediately thereafter, how many of the item will remain with the property.

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.

ITEM	GAS/ELECTRIC	AGE	ITEM
Built-In Cooktop			Garbage Disposal
Built-In Oven(s)			Garage Door Opener(s) (#)
Built-In Dishwasher			Central Air (#)
Built-In Microwave			Central Heat (#)
Built-In Ice Maker			Water Heaters (#)
Built-in Trash Compactor			Tankless Heater (#)
Built-in Range			Ductless HVAC
Built-In Refrigerator			

ITEM	GAS/ELECTRIC	AGE
Garbage Disposal		
Garage Door Opener(s) (#)		
Central Air (#)		
Central Heat (#)		
Water Heaters (#)		
Tankless Heater (#)		
Ductless HVAC		

If seller knows of a problem with one or more items listed above, explain the problem here (attach additional pages if necessary). If no explanation(s) appear in this box or on an attached page, seller thereby indicates being unaware of any problems.

#### VII. CERTIFICATION

**SELLER** certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual (personal) knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature(s)

X	Date
X	Date

**BUYER** acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller and is not a substitute for any home, pest, hazardous waste, or other inspections or testing of the property or inspection(s) of the public records.

Date

Date

Buyer's Signature(s)

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<b>SELLER'S CLOSING CERTIFICATION:</b> Seller <u>certifies at closing</u> that the information in this PCDS, including any amendments, remains true and complete to the seller's actual (personal) knowledge <u>as of the date of the transaction's closing</u> .		
Seller's Signature(s) <u>at closing</u>		
X	Date of closing	
X	Date of closing	