#### MISSISSIPPI REAL ESTATE COMMISSION

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

The following is a Property Condition Disclosure Statement (PCDS) required by §89-1-501 through §59-1-527 of the Mississippi Code, made by the SELLER(S) concerning the condition of the RESIDENTIAL PROPERTY (1 TO 4 UNITS) located at:

Mississippi Code, made by the SELLER(S) concerning the condition of the RESIDENTIAL PRO	PERTY (1 TO 4 UNITS) located at
ADDRESS: 346 41 B County Road 436; luka, MS 38852	
SELLER(S): J. Wesley Nelson	Year Built: 2017 2018
Note to Buyer: If the structure was built before 1978, you are encouraged to investigate the possi	
IS A PCDS NECESSARY? – NO OCCUPANCY AND NO	
Instructions to Seller(s): If no seller has occupied (lived in) the property, AND no seller has any know	wledge of the property's condition,
mark the two boxes below, sign in attestation of the truth of these representations, and leave the remaind	der of the PCDS blank.
No Seller has occupied the property, AND no Seller has any knowledge of the pr	operty's condition.
1. 10 8.4	C 1-26
Simple of Sell (1)	5-(-25 Date
Signature(s) of Selver(s)	Date
J. Wesley Nelson	
IS A PCDS NECESSARY? – STATUTORY EXCLU	SIONS
The Property Condition Disclosure statutes require the seller of residential real property to cause a delivered to a buyer prior to the signing by the buyer of an offer to purchase or a binding contract statutory exclusion to the contrary for the seller. The following is a "summary" of those transfers whithe requirement to provide a fully completed PCDS. A more thorough explanation is provided in Code. (Check all that apply, sign in attestation of the truth of this representation, and leave the remains	of sale unless there is a specific ch are <b>EXCLUDED</b> (in part) from §89-01-501(2) of the Mississippi
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 transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or transfer by a fiduciary in the administration of an estate, guardianship conservatorship or transfer by a fiduciary in the administration of an estate, guardianship conservatorship or transfer by a fiduciary in the administration of an estate, guardianship conservatorship or transfer by a fiduciary in the administration of an estate or transfer by a fiduciary in the administration of an estate or transfer by a fiduciary in the administration of an estate or transfer by a fiduciary in the administration of an estate or transfer by a fiduciary in the administration of an estate or transfer by a fiduciary in the administration of an estate or transfer by a fiduciary in the administration of an estate or transfer by a fiduciary in the administration of an estate	rust.
Fransfers 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.	980/002 8000, 5x
1100	
Mutatr	5-1-25
ignature(s) of Seller(s)	Date

J. Wesley Nelson

#### **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

				_		_	7
1.	Does the seller currently have ownership of the residence?	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		No	Unk	-	NA
4.	Is the residence a condominium?	Yes		No	Unk		NA
5.	Is the residence a modular/mobile home on a permanent foundation?	Yes	~	No	Unk		NA
6.	Was the residence built in conformity to approved building codes?	Yes		No	Unk		NA
7.	What dates have the seller occupied the residence?	May 2018					
8.	What is the approximate square footage of the heated/cooled living area? _	2200					
9.	How or by whom was the heated/cooled square footage area determined? _	Measural be	1 Y	nysel	16		

		II. KOOF				
1	. Are you aware wheth	ner all or any portion of the roof has been repaired or replaced?	Yes	No	Unk	N
	If Yes, please expla	n here (attach additional pages if necessary).				
2	. To your knowledge,	are there any written warranties presently in place for the	Yes	No	Unk	N/
	roof? If Yes, please p					
3	Are you aware of an	y current leaks or defects with the roof such as structural	Yes	No	Unk	M <sub>N</sub>
Ü	7	backups, moisture issues, wind damage, or hail damage?	163		Olik	
		n here (attach additional pages if necessary).	-			
		, , , , , , , , , , , , , , , , , , , ,				
4	The roof is	years old.				
		. , , , , , , , , , , , , , , , , , , ,				
		III. UTILITIES, INTERNET, AND TELEVISION SERVICE	ES			
	Utilities	Service Provider (state NA if Not Applicable)		Avera	ge Monti	hly Bill
	Electricity	Tishomingo County Electric Power Association		BOW'S	fer # 200	Summe/
	Natural Gas			1		
	Water	Short coleman Water Association		#15 W	inter 60	Summer
	Garbage Collection Propane			-		
	Solar Panels			-		-t
	(other)					
				1		
	If applicable, Propane	Tank is: Owned, Leased. If leased, the fee is \$		per: Mor	nth 🗌 , Ye	ear 🗌 .
1.	Is your drinking water	from a private well?	Yes	No	Unk	NA
	a) If YES, has the water	er quality been tested for safety?	Yes	No	Unk	NA
	N	h the Water Safety Report (if available).				
2	The sewage system is	: Public Private Septic Cesspool	etment -	Lift [	Other	
	If an individual system		aurient _		Other	
	Manufacturer Name:	Hzo Treatment systems				
	Location on Property:	Southwest corner				
			Tyes [	ZNa [		
	Is a sewage pump inst		Yes [	No	Unk	NA
	Health Department offi	has it been inspected by the proper state/county/ cials?	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 ava	ilable at the site?	Yes	No	Unk	NA
	What type of internet so	ervice is available at the site? DSL Cable Fiber Op	tic Sa	atellite	Unk	NA
		rently available who is the provider? Tisk and the control of the provider?				

	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	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?  a) If YES, is there a written report?  b) If YES, is there a warranty which can be transferred to the buyer?	Yes Yes Yes	No No No	Unk Unk Unk	NA 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 NA
	<ul> <li>a) If YES, please attach a detailed description of all work completed, the name completed the work and the completion date of the work.</li> </ul>	of the build	ding con	tractor wh	0
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) structure.  Fire	Yes	No No	following Unk Unk Unk	NA   NA   NA
	If Yes, please explain here (attach additional pages if necessary).				
	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).				
	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 m	naintenance and upkeep during you	r ownership, are you aware of any problems, malfunction	ns,
or defects with any of t	the following?		
Interior Walls Fireplace Windows Doors/Door Trim Ceiling Flooring Sinks/Wet Bar Shower Sauna Jetted Bathtubs Lighting Ceiling Fans Electrical Outlets Locks	Yes       No       Unk       NA         Yes       No       Unk       NA	Chimney	A A A A A A A A A A A A A A A A A A A
			_
If Yes, please explain	here (attach additional pages if neces	ssary).	
	V. LAND AND	O SITE DATA	
1. Is there an engineer's s	survey of the Property available?	Yes No Unk N	Α
If Yes, please attach	If Yes, please attach a copy of the survey and indicate by whom the survey was completed and the date of the		
survey (attach additional pages if necessary).			
L			
Property tax: Yes	□ No □ Unk If Yes: \$ 1.7.		
Encroachments	Yes No Unk NA	Boundary Dispute Yes No Unk No Soil Erosion Yes No Unk No	
Easements Soil Problems	Yes No Unk NA Yes No Unk NA	Soil Erosion Yes No Unk No Standing Water Yes No Unk No	
Land Fill	Yes No Unk NA	Drainage Problems Yes No Unk No	
Foreclosure	Yes No Unk NA	Zoning Noncompliance Yes No Unk N	4
Pending Litigation	☐ Yes ☐ No ☐ Unk ☐ NA	Judgments/Liens Yes No Unk N	
Restrictive Covenants		Special Assessments Yes No Unk N	
Mechanics Lien(s)	Yes No Unk NA	Eminent Domain Yes No Unk No HOA/COA Dues Yes No Unk No	
Materials Lien(s) Rights of Way	Yes No Unk NA	Historic Registry Yes No Unk N	
CRP	Yes No Unk NA	Pearl River Valley Land Yes No Unk N	
16th Section land	Yes No Unk NA	PID:\$ Yes No Unk NA	
Leasehold	Yes No Unk NA	(Other) Yes No Unk NA	4
If Yes, please explain h	nere (attach additional pages if necess	sary).	

3.	3. Are you aware if any portion of the Property (including a part of the site)	Yes No Unk NA
	is currently located in a FEMA Designated Flood Hazard Zone?  a) If Yes, what is the flood zone classification of the Flood Hazard Zone?	
	a) It res, what is the 11000 zone classification of the F1000 Hazard Zone?	
4.	. Has the residence ever been flooded by rising water from the outside?	Yes No Unk NA
5.	i. Is flood insurance currently required?	Yes No Unk NA
	<ul> <li>a) If Yes, please indicate the premium currently being paid and the date the premium was last adjusted.</li> <li>Date Paid</li></ul>	Date Last Adjusted
6.	Are you aware if any portion of the Property (Site) is currently designated as 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 tin	me, for any reason) to:
		dows Yes No Unk NA
		wl Space ☐ Yes ☐ No ☐ Unk ☐ NA
		ement Yes No Unk NA
	If Yes, please explain here (attach additional pages if necessary).	
	in red, predec explain nere (allasii adalleria pages ii riesessary).	
8.	Are you aware of water penetration or damage FOR ANY REASON, because	se of:
	Flooding Yes No Unk NA Lot D	Orainage Yes No Unk NA
	Pipe Fittings Yes No Unk NA Cond	densation Yes No Unk NA
	Sewer Overflow Yes No Unk NA Mois	sture Seep
	Sewer Backup Yes YNo Unk NA Leak	king Pipes Yes No Unk NA
	Plumbing Fixtures Yes Z,No Unk NA Brok	en Pipes Yes No Unk NA
	Leaking Appliances  Yes  No  Unk  NA Othe	r Causes
	If Yes, please explain here (attach additional pages if necessary).	
-		
	VI. BUILT-IN APPLIANCES, SYSTEMS AND MECHANICAL EQUIPM	IENT REMAINING WITH RESIDENCE

#### Instructions to Seller(s):

- 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.

Built-In Cooktop		
Dulit-III Oooktop		
Built-In Oven(s)	Electric	
Built-In Dishwasher	Electric	
Built-In Microwave	Electric	
Built-In Ice Maker	Electric	
Built in Trash Compactor		
Built-in Range	Electric	
Built-In Refrigerator	Electric	

ITEM	GAS/ELECTRIC	AGE
Garbage Disposal		
Garage Door Opener(s) (#)		
Central Air (#)	Electric	
Central Heat (#) 2	Gas	
Water Heaters (#) D	645	
Tankless Heater (#)	Gus	
Ductless HVAC		

f seller knows of a problem with one or more items listed above, explain the problem here (attach additional pages if necessary).
f 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.

X Date 5-1-25  Date	
X Date	
BUYER acknowledges receipt of a copy of this statement and buyer understands that this information is a statement certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by seller and is not a substitute for any home, pest, hazardous waste, or other inspections or testing of the propertinspection(s) of the public records.	the
Buyer's Signature(s)	
X Date	
X Date	
SELLER'S CLOSING CERTIFICATION: Seller certifies at closing that the information in this PCDS, including any amendme remains true and complete to the seller's actual (personal) knowledge as of the date of the transaction's closing.	nts,
Seller's Signature(s) at closing	
X Date of closing	
X Date of closing	

# **Instructions: Supplemental Materials**

For your convenience, the following model forms are provided for possible use with the PCDS:

- An "additional page," as referenced in the PCDS to be used for additional explanations, if necessary.
- 2. An "Amendment" to the PCDS if circumstances require seller to amend the original PCDS.

#### **PCDS**

## **Additional Explanation Page**

#### Instructions to Seller(s):

The PCDS often presents boxes in which to provide explanatory details on various topics, including an instruction to "attach additional pages if necessary."

This page may be used as such an additional page. Seller should indicate in the main body of the PCDS that an additional page has been attached when such is needed.

To avoid confusion on what is being explained, identify the item for which additional explanation is being provided by providing Roman Numeral for the subject Section, and the Number for item in that Section being explained (for example, "IV. 8" would reference Section IV. "Structural Items and Soils." Item 8: (regarding damage from fire, hail, etc.)).

"IV. 8." would reference Section IV., "Structural Items and Soils," Item 8: (regarding damage from fire, hail, etc.)). Write your explanation in the box below. More than one item may be discussed if space allows, or, use more pages.

#### MISSISSIPPI REAL ESTATE COMMISSION

# Amendment to the Property Condition Disclosure Statement (PCDS)

#### Instructions to Seller(s):

You may use this model form to Amend an existing PCDS by completing this Amendment form and attaching it to the front of the existing PCDS. Using the same process, multiple consecutive amendments may be made over time.

# Note to Buyer(s) and Seller(s):

Note that Amendment of a PCDS has the effect of <u>providing the PCDS for the first time</u>, in that relevant timelines and legal options available to the buyer begin anew upon the seller's providing an Amendment to an existing PCDS.

erreg	* * *	- 100 M
Seller(s) [name(s)]	J. Wesley Nelson	, hereby amend the attached
PCDS previously signed and date	d by the seller(s) on [date]	, by revising said PCDS as follows:
(personal) knowledge as of the date si inaccurate a Property Condition Disclos Statement to the buyer as soon as pra	gned by the seller. If a seller of residential real properties of the seller shall grey statement provided previously, the seller shall	mended) is true and complete to the seller's actual perty acquires knowledge which renders materially deliver an amended Property Condition Disclosure equired to provide an amended Property Condition by the buyer, whichever is earlier.
x heliz	J	Date
X		
conditions and information concernir	copy of this statement and buyer understands	s that this information is a statement of certain warranty of any kind by the seller and is not a
X		Date
/		Data