

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 45779 US Hwy 127 CITY Pikeville
2 SELLER'S NAME(S) Jeff & Susan Chapman PROPERTY AGE 1997
3 DATE SELLER ACQUIRED THE PROPERTY 1996 DO YOU OCCUPY THE PROPERTY? no
4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? ____
5 (Check the one that applies) The property is a ☒ site-built home ☐ non-site built-home
6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling
7 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a
8 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property
9 transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the
10 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at:
11 http://www.state.tn.us/commerce/boards/trec/rulesandlaws.html/t66/1_66_ch_5.htm
12 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
13 the best of the seller's knowledge as of the Disclosure date.
14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
15 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
16 occurred since the time of the initial Disclosure, or certify that there are no changes.
17 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
18 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.
19 Code Ann. § 66-5-204).
20 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
21 6. Sellers are not required to repair any items listed on the disclosure form, or on any inspection report, unless agreed to in
22 the purchase contract.
23 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
24 paid.
25 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be
26 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
27 occurrence which had no effect on the physical structure of the property.
28 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form
29 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
30 form (See Tenn. Code Ann. § 66-5-202).
31 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
32 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not
33 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
34 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
35 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
36 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
37 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, Seller
38 is not required to repair any such items.
39 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
40 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).



41 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
 42 Buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
 43 matters.
 44 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
 45 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
 46 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 47 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 48 disposal system permit.
 49 17. Sellers must disclose the presence of any known exterior injection well and the results of any known percolation test or
 50 soil absorption rate performed on the property that is determined or accepted by the Department of Environment and
 51 Conservation.
 52 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above
 53 acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this
 54 information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential
 55 Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential
 56 Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice
 57 of an attorney on any legal questions they may have regarding this information, or prior to taking any legal actions.
 58 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
 59 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
 60 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
 61 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
 62 may wish to obtain.
 63 Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as
 64 to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified
 65 below and/or the obligation of the buyer to accept such items "as is."

INSTRUCTIONS TO THE SELLER

66
 67 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
 68 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
 69 statement to any person or entity in connection with any actual or anticipated sale of the subject property

70 A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- 71 ☒ Range ☐ Wall/Window Air Conditioning ☐ Garage Door Opener(s) and remotes. How Many? ____
- 72 ☐ Oven ☐ Window Screens ☐ Intercom
- 73 ☐ Microwave ☐ Fireplace(s) (Number) ____ ☐ TV Antenna/Satellite Dish (excluding components)
- 74 ☐ Garbage Disposal ☐ Gas Starter for Fireplace ☐ Central Vacuum System and attachments
- 75 ☐ Trash Compactor ☐ Gas Fireplace Logs ☐ Spa/Whirlpool Tub
- 76 ☐ Water Softener ☐ Smoke Detector/Fire Alarm ☐ Hot Tub
- 77 ☒ 220 Volt Wiring ☒ Patio/Decking/Gazebo ☐ Sauna
- 78 ☒ Washer/Dryer ☐ Installed Outdoor Cooking Grill ☐ Current Termite contract
- 79 Hookups ☐ Access to Public Streets
- 80 ☒ Dishwasher ☐ Irrigation System ☒ All Landscaping and all outdoor lighting
- 81 ☐ Heat Pump ☐ Sump Pump ☒ A key to all exterior doors
- 82 ____ Age (Approx) ☐ Burglar Alarm/Security System ☒ Rain Gutters
- 83 Components and controls ☐ Pool ☐ In-ground ☐ Above-ground
- 84



| | | | | | | | |
|-----|--|--|---|--|----------------------------------|--------------------------------------|--|
| 85 | <input type="checkbox"/> Central Heating | _____ | Age | <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Other | |
| 86 | <input type="checkbox"/> Central Air Conditioning | _____ | Age | <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Other | |
| 87 | <input type="checkbox"/> Water Heater | <u>UNKNOWN</u> | Age | <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Solar | |
| 88 | <input type="checkbox"/> Other _____ | | | | <input type="checkbox"/> Gas | <input type="checkbox"/> Other _____ | |
| 89 | Garage | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Carport | | | |
| 90 | Water Supply | <input type="checkbox"/> City | <input checked="" type="checkbox"/> Well | <input checked="" type="checkbox"/> Private | <input type="checkbox"/> Utility | <input type="checkbox"/> Other _____ | |
| 91 | Gas Supply | <input type="checkbox"/> Utility | <input type="checkbox"/> Bottled | <input type="checkbox"/> Other | | | |
| 92 | Waste Disposal | <input type="checkbox"/> City Sewer | <input checked="" type="checkbox"/> Septic Tank | <input type="checkbox"/> Other _____ | | | |
| 93 | Roof(s): Type | <u>Metal</u> | | | | | |
| 94 | Other Items: | | Age (approx): | | | | |
| 95 | | | | | | | |
| 96 | | | | | | | |
| 97 | | | | | | | |
| 98 | To the best of your knowledge, are any of the above NOT in operating condition? | | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 99 | If YES, then describe (attach additional sheets if necessary): | | | | | | |
| 100 | | | | | | | |
| 101 | | | | | | | |
| 102 | | | | | | | |
| 103 | | | | | | | |
| 104 | | | | | | | |
| 105 | | | | | | | |
| 106 | Leased Items: Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.). | | | | | | |
| 107 | | | | | | | |
| 108 | | | | | | | |
| 109 | | | | | | | |
| 110 | If leases are not assumable, it will be Seller's responsibility to pay balance. | | | | | | |

| | | | | | | | | |
|-----|--|--------------------------|-------------------------------------|-------------------------------------|--|---|-------------------------------------|--------------------------|
| 111 | B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING? | | | | | | | |
| 112 | | YES | NO | UNKNOWN | | YES | NO | UNKNOWN |
| 113 | Interior Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | RooF Components | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 114 | Ceilings | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Basement | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 115 | Floors | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Foundation | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 116 | Windows | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Slab | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 117 | Doors | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Driveway | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 118 | Insulation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | Sidewalks | <input type="checkbox"/> | <input type="checkbox"/> |
| 119 | Plumbing System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Central Heating | <input type="checkbox"/> | <input type="checkbox"/> |
| 120 | Sewer/Septic | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Heat Pump | <input type="checkbox"/> | <input type="checkbox"/> |
| 121 | Electrical System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Central Air Conditioning | <input type="checkbox"/> | <input type="checkbox"/> |
| 122 | Exterior Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Double Paned or Insulated Window and/or Doors | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 123 | If any of the above is/are marked YES, please explain: | | | | | | | |
| 124 | | | | | | | | |
| 125 | | | | | | | | |
| 126 | Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary). | | | | | | | |
| 127 | | | | | | | | |



| | C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING: | YES | NO | UNKNOWN |
|-----|--|--------------------------|-------------------------------------|--------------------------|
| 128 | | | | |
| 129 | 1. Substances, materials or products which may be environmental hazards such as, but not limited to: asbestos, radon gas, lead-based paint, fuel | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 130 | or chemical storage tanks, methamphetamine, contaminated soil or | | | |
| 131 | water, and/or known existing or past mold presence on the subject | | | |
| 132 | property? | | | |
| 133 | | | | |
| 134 | 2. Features shared in common with adjoining land owners, such as walls, but | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 135 | not limited to, fences, and/or driveways, with joint rights and obligations | | | |
| 136 | for use and maintenance? | | | |
| 137 | 3. Any authorized changes in roads, drainage or utilities affecting the | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 138 | property, or contiguous to the property? | | | |
| 139 | 4. Any changes since the most recent survey of the property was done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 140 | Most recent survey of the property: <input checked="" type="checkbox"/> (check here if unknown) | | | |
| 141 | | | | |
| 142 | 5. Any encroachments, easements, or similar items that may affect your | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 143 | ownership interest in the property? | | | |
| 144 | 6. Room additions, structural modifications or other alterations or | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 145 | repairs made without necessary permits? | | | |
| 146 | 7. Room additions, structural modifications or other alterations or | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 147 | repairs not in compliance with building codes? | | | |
| 148 | 8. Landfill (compacted or otherwise) on the property or any portion | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 149 | thereof? | | | |
| 150 | 9. Any settling from any cause, or slippage, sliding or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 151 | 10. Flooding, drainage or grading problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 152 | 11. Any requirement that flood insurance be maintained on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 153 | 12. Is any of the property in a flood plain? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 154 | 13. Any past or present interior water intrusions(s), standing water within | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 155 | foundation and/or basement? | | | |
| 156 | If yes, please explain. If necessary, please attach an additional sheet | | | |
| 157 | and any available documents pertaining to these repairs/corrections. | | | |
| 158 | | | | |
| 159 | | | | |
| 160 | 14. Property or structural damage from fire, earthquake, floods, landslides, | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 161 | tremors, wind, storm or wood destroying organisms? | | | |
| 162 | If yes, please explain (use separate sheet if necessary). | | | |
| 163 | | | | |
| 164 | If yes, has said damage been repaired? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 165 | 15. Any zoning violations, nonconforming uses and/or violations of | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 166 | "setback" requirements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 167 | 16. Neighborhood noise problems or other nuisances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 168 | 17. Subdivision and/or deed restrictions or obligations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 169 | 18. A Homeowners Association (HOA) which has any authority over the | | | |
| 170 | subject property? | | | |
| 171 | Name of HOA _____ | | | |
| 172 | Monthly Dues: _____ | | | |
| 173 | Transfer Fees: _____ | | | |
| 174 | 19. Any "common area" (facilities such as, but not limited to, pools, tennis | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 175 | courts, walkways) or other areas co-owned in undivided interest with others? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 176 | 20. Any notices of abatement or citations against the property? | | | |



| | YES | NO | UNKNOWN |
|-----|-------------------------------------|-------------------------------------|--------------------------|
| 177 | | | |
| 178 | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 179 | | | |
| 180 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 181 | | | |
| 182 | | | |
| 183 | | | |
| 184 | | | |

23. Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"? ☐ ☒ ☐ ☐

If yes, has there been a recent inspection to determine whether the structure has excessive moisture accumulation and/or moisture related damage? ☐ ☐ ☐ ☐

(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified professional inspect the structure in question for the preceding concern and provide a written report of the professional's finding.)

If yes, please explain. If necessary, please attach an additional sheet.

24. Is heating and air conditioning supplied to all finished rooms? ☐ ☒ ☐

If the same type of system is not used for all finished rooms, please explain.

25. If septic tank or other private disposal system is marked under item (A), does it have adequate capacity and approved design to comply with present state and local requirements for the actual land area and number of bedrooms and facilities existing at the residence? ☐ ☐ ☒

26. Is the property affected by governmental regulations or restrictions requiring approval for changes, use, or alterations to the property? ☐ ☒ ☐

27. Is this property in an historical district or has it been declared historical by any governmental authority such that permission must be obtained before certain types of improvements or aesthetic changes to the property are made? ☐ ☒ ☐

D. CERTIFICATION. I/we certify that the information herein, concerning the real property located at, _____ is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to conveyance of title to this property, these changes will be disclosed in an addendum to this document.

Transferor (Seller) SPC Date 3-19-13 Time 10 AM

Transferor (Seller) Swanwick Date 3/19/13 Time 10 AM

Parties may wish to obtain professional advice and/or inspections of the property and to negotiate appropriate provisions in the purchase agreement regarding advice, inspections or defects.

Transferee/Buyer's Acknowledgment: I/we understand that this disclosure statement is not intended as a substitute for any inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are evident by careful observation. I/we acknowledge receipt of a copy of this disclosure.

Transferee (Buyer) _____ Date _____ Time _____

Transferee (Buyer) _____ Date _____ Time _____

Transferee (Buyer) _____ Date _____ Time _____

If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

SELLERS FINAL PROPERTY DISCLOSURE

Pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act" *Tennessee Code Annotated, § 66-5-201, et seq.*, the undersigned Seller hereby supplements the Residential Property Condition Disclosure information previously furnished by Seller to Buyer, as follows (Seller[s] initial appropriate line and write out the changes if any are reported):

☐ NO CHANGES

To the best of the knowledge, information and belief of the undersigned, the condition of the Property sold is substantially the same as it was when the Residential Property Condition Disclosure form was provided to the Buyer.

☐ CHANGES TO REPORT

The changes shown below, which may be material to the physical condition of the Property, have occurred or been observed since the Residential Property Condition Disclosure form was provided to the Buyer. This statement is given in good faith to the best of Seller's knowledge, information and belief, and is not intended to create warranties or guarantees which are not already made in the specific provisions of the contract or imposed by applicable law.

CHANGES REPORTED

IN WITNESS WHEREOF, the information hereon is certified by Seller and acknowledged as received by Buyer upon the dates indicated.

| | | | | | |
|---------------------|-------|------|-------|------|-------|
| Transferor (Seller) | _____ | Date | _____ | Time | _____ |
| Transferor (Seller) | _____ | Date | _____ | Time | _____ |
| Transferee (Buyer) | _____ | Date | _____ | Time | _____ |
| Transferee (Buyer) | _____ | Date | _____ | Time | _____ |

NOTE This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the Tennessee Residential Property Disclosure Act. Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

