

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 263 MANERY RD. CITY PIKEVILLE

2 SELLER'S NAME(S) DWAYNE and DULCI CORVIN PROPERTY AGE 23 yrs.

3 DATE SELLER ACQUIRED THE PROPERTY 12/2002 DO YOU OCCUPY THE PROPERTY? yes

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 ☐ nonsite 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/index.shtml>.

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, the results of any known percolation test or soil
 50 absorption rate performed on the property that is determined or accepted by the Department of Environment and
 51 Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. §
 52 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
 53 and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an
 54 existing foundation to another foundation.

55 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above
 56 acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this
 57 information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential
 58 Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential
 59 Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice
 60 of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

61 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
 62 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
 63 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
 64 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
 65 may wish to obtain.

66 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**
 67 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
 68 **below and/or the obligation of the buyer to accept such items "as is."**

INSTRUCTIONS TO THE SELLER

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

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

74 <input checked="" type="checkbox"/> Range	Wall/Window Air Conditioning	<input checked="" type="checkbox"/> Garage Door Opener(s) and remotes. How Many? <u>1</u>
75 <input checked="" type="checkbox"/> Oven	<input checked="" type="checkbox"/> Window Screens	Intercom
76 <input checked="" type="checkbox"/> Microwave	Fireplace(s) (Number) _____	TV Antenna/Satellite Dish (excluding components)
77 Garbage Disposal	Gas Starter for Fireplace	Central Vacuum System and attachments
78 Trash Compactor	Gas Fireplace Logs	Spa/Whirlpool Tub
79 Water Softener	<input checked="" type="checkbox"/> Smoke Detector/Fire Alarm	Hot Tub
80 <input checked="" type="checkbox"/> 220 Volt Wiring	Patio/Decking/Gazebo	Sauna
81 Washer/Dryer	Installed Outdoor Cooking Grill	Current Termite contract
82 <input checked="" type="checkbox"/> Hookups		
83 <input checked="" type="checkbox"/> Dishwasher	Irrigation System	<input checked="" type="checkbox"/> Access to Public Streets
84 Heat Pump	Sump Pump	<input checked="" type="checkbox"/> All Landscaping and all outdoor lighting
85 _____ Age (Approx)	Burglar Alarm/Security System	<input checked="" type="checkbox"/> A key to all exterior doors
86 _____	Components and controls	<input checked="" type="checkbox"/> Rain Gutters
87 _____	Pool	In-ground Above-ground



88 Central Heating 9 yrs Age ☒ Electric Gas Other
 89 Central Air Conditioning 9 yrs Age ☒ Electric Gas Other
 90 Water Heater _____ Age ☒ Electric Gas Solar Other _____
 91 Other _____ Other _____

92 Garage ☒ Attached Not Attached Carport
 93 Water Supply ☒ City ☒ Well Private Utility Other _____
 94 Gas Supply Utility Bottled Other
 95 Waste Disposal City Sewer ☒ Septic Tank Other _____
 96 Roof(s): Type Shingles Age (approx): 7 yrs.

97 Other Items:
 98 _____
 99 _____
 100 _____

101 To the best of your knowledge, are any of the above NOT in operating condition? YES ☒ NO

102 If YES, then describe (attach additional sheets if necessary):
 103 _____
 104 _____
 105 _____
 106 _____
 107 _____
 108 _____

109 **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
 110 _____
 111 _____
 112 _____

113 If leases are not assumable, it will be Seller's responsibility to pay balance.

114 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
116 Interior Walls		<input checked="" type="checkbox"/>		Roof Components		<input checked="" type="checkbox"/>	
117 Ceilings		<input checked="" type="checkbox"/>		Basement		<input checked="" type="checkbox"/>	
118 Floors		<input checked="" type="checkbox"/>		Foundation		<input checked="" type="checkbox"/>	
119 Windows <input checked="" type="checkbox"/>				Slab		<input checked="" type="checkbox"/>	
120 Doors		<input checked="" type="checkbox"/>		Driveway		<input checked="" type="checkbox"/>	
121 Insulation		<input checked="" type="checkbox"/>		Sidewalks		<input checked="" type="checkbox"/>	
122 Plumbing System		<input checked="" type="checkbox"/>		Central Heating		<input checked="" type="checkbox"/>	
123 Sewer/Septic		<input checked="" type="checkbox"/>		Heat Pump		<input checked="" type="checkbox"/>	
124 Electrical System		<input checked="" type="checkbox"/>		Central Air Conditioning		<input checked="" type="checkbox"/>	
125 Exterior Walls		<input checked="" type="checkbox"/>		Double Paned or Insulated <input checked="" type="checkbox"/>			
126				Window and/or Doors			

127 If any of the above is/are marked YES, please explain:
 128 Some windows have fog between the panes.

129 Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).
 130 Re-shingled roof 7 yrs. ago.



	C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
131				
132	1. Substances, materials or products which may be environmental hazards			
133	such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
134	or chemical storage tanks, methamphetamine, contaminated soil or			
135	water, and/or known existing or past mold presence on the subject		✓	
136	property?			
137	2. Features shared in common with adjoining land owners, such as walls, but		✓	
138	not limited to, fences, and/or driveways, with joint rights and obligations			
139	for use and maintenance?			
140	3. Any authorized changes in roads, drainage or utilities affecting the		✓	
141	property, or contiguous to the property?			
142	4. Any changes since the most recent survey of the property was done? ✓			
143	Most recent survey of the property: (check here if unknown)			
144	2002 Like-kind exchange - 1/6 acre.			
145	5. Any encroachments, easements, or similar items that may affect your		✓	
146	ownership interest in the property?			
147	6. Room additions, structural modifications or other alterations or		✓	
148	repairs made without necessary permits?			
149	7. Room additions, structural modifications or other alterations or		✓	
150	repairs not in compliance with building codes?			
151	8. Landfill (compacted or otherwise) on the property or any portion		✓	
152	thereof?			
153	9. Any settling from any cause, or slippage, sliding or other soil problems?		✓	
154	10. Flooding, drainage or grading problems?		✓	
155	11. Any requirement that flood insurance be maintained on the property?		✓	
156	12. Is any of the property in a flood plain?		✓	
157	13. Any past or present interior water intrusions(s), standing water within		✓	
158	foundation and/or basement?			
159	If yes, please explain. If necessary, please attach an additional sheet			
160	and any available documents pertaining to these repairs/corrections.			
161				
162				
163				
164	14. Property or structural damage from fire, earthquake, floods, landslides,		✓	
165	tremors, wind, storm or wood destroying organisms?			
166	If yes, please explain (use separate sheet if necessary).			
167				
168				
169				
170	If yes, has said damage been repaired?			
171	15. Any zoning violations, nonconforming uses and/or violations of		✓	
172	"setback" requirements?			
173	16. Neighborhood noise problems or other nuisances?		✓	
174	17. Subdivision and/or deed restrictions or obligations?		✓	
175	18. A Homeowners Association (HOA) which has any authority over the		✓	
176	subject property?			
177	Name of HOA: _____ HOA Address: _____			
178	Monthly Dues: _____ Special Assessments: _____			
179	Transfer Fees: _____			



		YES	NO	UNKNOWN
180	19. Any "common area" (facilities such as, but not limited to, pools, tennis		✓	
181	182 courts, walkways or other areas co-owned in undivided interest with others)?			
182	20. Any notices of abatement or citations against the property?		✓	
183	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects		✓	
184	185 or will affect the property?			
185	22. Is any system, equipment or part of the property being leased?		✓	
186	186 If yes, please explain, and include a written statement regarding payment			
187	187 information.			
188	188			
189	189			
190	23. Any exterior wall covering of the structure(s) covered with exterior		✓	
191	191 insulation and finish systems (EIFS), also known as "synthetic stucco"?			
192	192 If yes, has there been a recent inspection to determine whether the structure			
193	193 has excessive moisture accumulation and/or moisture related damage?			
194	194 <i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
195	195 <i>professional inspect the structure in question for the preceding concern and provide a written report of the</i>			
196	196 <i>professional's finding.)</i>			
197	197 If yes, please explain. If necessary, please attach an additional sheet.			
198	198			
199	199			
200	200			
201	24. Is heating and air conditioning supplied to all finished rooms?	✓		
202	202 If the same type of system is not used for all finished rooms, please explain.			
203	203			
204	204			
205	205			
206	25. If septic tank or other private disposal system is marked under item (A), does	✓		
207	207 it have adequate capacity and approved design to comply with present state			
208	208 and local requirements for the actual land area and number of bedrooms and			
209	209 facilities existing at the residence?			
210	26. Is the property affected by governmental regulations or restrictions requiring		✓	
211	211 approval for changes, use, or alterations to the property?			
212	27. Is this property in an historical district or has it been declared historical by			
213	213 any governmental authority such that permission must be obtained before		✓	
214	214 certain types of improvements or aesthetic changes to the property are made?			
215	28. Does this property have an exterior injection well located anywhere on it?		✓	
216	29. Is seller aware of any percolation tests or soil absorption rates being			
217	217 performed on the property that are determined or accepted by			
218	218 the Tennessee Department of Environment and Conservation?		✓	
219	219 If yes, results of test(s) and/or rate(s) are attached.			
220	30. Has any residence on this property ever been moved from its original		✓	
221	221 foundation to another foundation?			
222	31. Is this property in a Planned Unit Development? Planned Unit Development			
223	223 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,			
224	224 controlled by one (1) or more landowners, to be developed under unified			
225	225 control or unified plan of development for a number of dwelling units,			
226	226 commercial, educational, recreational or industrial uses, or any combination			
227	227 of the foregoing, the plan for which does not correspond in lot size, bulk or			
228	228 type of use, density, lot coverage, open space, or other restrictions to the		✓	
229	229 existing landuse regulations." Unknown is not a permissible answer under			
230	230 the statute.			



231 **D. CERTIFICATION.** I/We certify that the information herein, concerning the real property located at

232 263 Maney Rd.
233 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
234 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

235 Transferor (Seller) [Signature] Date 1-9-2011 Time 8:15 PM

236 Transferor (Seller) [Signature] Date 1/4/2011 Time 8:15 PM

237
238 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
239 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
240
241

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

245 Transferee (Buyer) _____ Date _____ Time _____

246 Transferee (Buyer) _____ Date _____ Time _____

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

