## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

100		
1.	PRO	OPERTY ADDRESS 901 Old Hwy 1275 CITY James town
2	SEI	LLER'S NAME(S) WOO Rhorda Weese PROPERTY AGE
3	DA	TE SELLER ACQUIRED THE PROPERTY DO YOU OCCUPY THE PROPERTY? 125
4	IF 1	NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? NA
5	(Ch	eck the one that applies) The property is a 💌 site-built home 🗅 non-site-built home
6 7 8 9 10	unit resi tran buy	Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling is to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a dential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property asfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the ers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at:  1.://www.state.tn.us/commerce/boards/trec/index.shtml.
12 13	1.	Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to 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 16	3.	Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have occurred since the time of the initial Disclosure, or certify that there are no changes.
17 18 19		Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. 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 22 ·	6.	Sellers are not required to repair any items listed on the disclosure form or on any past or future inspection report unless agreed to in the purchase contract:
23 24	7.	Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
25 26 27	8.	Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which had no effect on the physical structure of the property.
28 29 30	9.	Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form (See Tenn. Code Ann. § 66-5-202).
		1-t- the Disclosure form in Cellant minion chedination (o.g. p

- 31 . 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209). 32
- 33 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon, mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase. 35
- 36 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller 3.7 is not required to repair any such items. 38
- 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202). 39 40



- 41 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.
  - 17. Sellers must disclose the presence of any known exterior injection well, the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

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

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

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

## INSTRUCTIONS TO THE SELLER

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

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

74	· •	Range		Wall/Window Air Conditioning	<b>3</b>	Garage Door Opener(s) (Number of openers <u>d</u> )
75		Ice Maker Hookup		Window Screens	Œ	2 Garage Door Remote(s) not woll
76		Öven	•	Fireplace(s) (Number) <u>\( \lambda \) </u>	0	Intercom
77		Microwave		Gas Starter for Fireplace	•	TV Antenna/Satellite Dish (excluding components)
78		Garbage Disposal		Gas Firéplace Logs	ä	Central Vacuum System and attachments
79	Ó	Trash Compactor	•	Smoke Detector/Fire Alarm	. 0	Spa/Whirlpool Tub
80		Water Softener	<b>(6</b> )	Patio/Decking/Gazebo		Hot Tub
81		220 Volt Wiring		Installed Outdoor Cooking Grill		Washer/Dryer Hookups
82		Sauna		Irrigation System		Pool 🗆 In-ground 🖂 Above-ground
83.	Ö	Dishwasher		A key to all exterior doors	<b>ø</b>	Access to Public Streets
84		Sump Pump	•	Rain Gutters	•	All Landscaping and all outdoor lighting
85	. 0	Burglar Alarm/Secu	ırity S	ystem Components and controls		
86		Current Termite con	ntract	with		시를 되는 이 교육이 되었다. [2] 시스트를 하고 있다.

51. 

<ul> <li>Heat Pump U</li> </ul>	1111 #1		Age (Appr	ox)				
□ Heat Pump U	nit #2		Age (Appr	ox)				
□ Heat Pump U	nit #3							
<ul> <li>Central Heati</li> </ul>	ng Unit #1				Gas 🗆	Other		
<ul> <li>Central Heati</li> </ul>	ng Unit #2			□ Electric (	Gas 🗆	Other		
		항 #				Other		
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Other Items:			in a	*		*		
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To the best of you	r knowledg	ge, are an	y of the above NOT	in operating condit	ion?	· YES	n NO	
	-		y of the above NOT al sheets if necessar	_	ion?	YES	n NO	
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	-			_	ion?   □	YES	n NO	•
	-			_	ion?   □	YES	n NO	
	-			_	ion?   □	YES	n NO	
If YES, then descr	ibe (attach	additiona	al sheets if necessar	y):				
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If YES, then descr	ibe (attach	additiona	al sheets if necessar	y):				
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If YES, then descr Leased Items: Le f leases are not as B. ARE YOU (S nterior Walls Ceilings	ased items sumable, it ELLER)	that rem	ain with the Propert Seller's responsibilit OF ANY DEFECTUNKNOWN	y are (e.g. security system) y to pay balance.  TS/MALFUNCTION  Roof Component  Basement  Foundation  Slab	ystems, water ONS IN ANY O	oftener sy	vstems, etc.):	·
	Central Heati Central Heati Central Heati Central Air C Central Air C Central Air C Water Heater Water Heater Other Full Garage Water Supply Waste Disposal Roof(s): Type Other Items:	Central Heating Unit #1 Central Heating Unit #2 Central Heating Unit #3 Central Air Conditioning Central Air Conditioning Water Heater #1 Water Heater #2 Other Funisz Garage Attack Water Supply City Gas Supply Utility Waste Disposal City S Roof(s): Type SHING Other Items:	Central Heating Unit #1  Central Heating Unit #2  Central Heating Unit #3  Central Air Conditioning #1 M  Central Air Conditioning #2  Central Air Conditioning #3  Water Heater #1 Ab 2010 2  Water Heater #2  Other Fun 8c  Garage	Heat Pump Unit #3  Central Heating Unit #1  Age Central Heating Unit #2  Central Heating Unit #3  Age Central Air Conditioning #1  Central Air Conditioning #2  Central Air Conditioning #3  Age Water Heater #1  Water Heater #2  Other  Garage  Attached  Water Supply  City  Waste Disposal  City Sewer  Septic Tank  Roof(s): Type  SHTNGLE  Other Items:	Heat Pump Unit #3	Heat Pump Unit #3	Age (Approx)  Central Heating Unit #1  Age   Electric   Gas   Other  Central Heating Unit #2  Age   Electric   Gas   Other  Central Heating Unit #3  Age   Electric   Gas   Other  Central Heating Unit #3  Age   Electric   Gas   Other  Central Air Conditioning #1  Central Air Conditioning #2  Age   Electric   Gas   Other  Central Air Conditioning #3  Age   Electric   Gas   Other  Central Air Conditioning #3  Age   Electric   Gas   Other  Water Heater #1  Age   Electric   Gas   Other  Water Heater #2  Age   Electric   Gas   Other  Other  Garage   Attached   Not Attached   Carport  Water Supply   City   Well   Private   Utility   Other  Gas Supply   Utility   Southed  Waste Disposal   City Sewer   Septic Tank   Other  Contral Air Conditioning #3  Age   Electric   Gas   Solar   Other  Carport  Water Heater #2  Age   Electric   Gas   Other  Carport  Water Supply   City   Well   Private   Utility   Other  Gas Supply   Utility   Southed  Waste Disposal   City Sewer   Septic Tank   Other  Cher Heater #1  Age (approx): 10 y/5 (& Cother Items:	Age (Approx)  Central Heating Unit #1  Age   Electric   Gas   Other  Central Heating Unit #2  Age   Electric   Gas   Other  Central Heating Unit #3  Age   Electric   Gas   Other  Central Air Conditioning #1  Age   Electric   Gas   Other  Central Air Conditioning #2  Age   Electric   Gas   Other  Central Air Conditioning #3  Age   Electric   Gas   Other  Central Air Conditioning #3  Age   Electric   Gas   Other  Water Heater #1  Age   Electric   Gas   Other  Water Heater #2  Age   Electric   Gas   Other  Water Heater #1  Age   Other   Other  Water Heater #2  Age   Electric   Gas   Other  Water Heater #1  Age   Other   Other  Water Heater #1  Age   Other   Other  Age (approx): 10 y/5 (Sas and Cother)  Other Items:

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Modified on 1/01/2011

		YES NO UNKNOWN	YES	NO	UNKNOWN
129	Se	wer/Septic   Heat Pump		<b>2</b>	
130	El	ectrical System   Central Air Conditioning	Ġ	5	
131 132	G.	terior Walls   Double Paned or Insulated  Window and/or Doors	0.		
133 134	If	any of the above is/are marked YES, please explain:			
135 136	Ple	ase describe any repairs made by you or any previous owners of which you are aware	use sepa	arate shee	t if necessary).
137	C.	ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING: YES	NO	UNK	NOWN
138 139 140 141 142	1.	Substances, materials or products which may be environmental hazards such as, but not limited to: asbestos, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, contaminated soil or water, and/or known existing or past mold presence on the subject property?	<b>₽</b>		
143 144 145	2.	Features shared in common with adjoining land owners, such as walls, but not limited to, fences, and/or driveways, with joint rights and obligations for use and maintenance?			<b>(</b>
146 147	3.	Any authorized changes in roads, drainage or utilities affecting the property, or contiguous to the property?		*	
148 149 150	4.	Any changes since the most recent survey of the property was done?  Most recent survey of the property:   (check here if unknown)			
151 152	5.	Any encroachments, easements, or similar items that may affect your ownership interest in the property?			2
153 154	6.	Room additions, structural modifications or other alterations or repairs made without necessary permits?			e · · · ·
155 156	7.	Room additions, structural modifications or other alterations or repairs not in compliance with building codes?			<b>1</b>
157 158	8.	Landfill (compacted or otherwise) on the property or any portion thereof?	<b>5</b> 0	* .:	
159	9.	Any settling from any cause, or slippage, sliding or other soil problems?	2		
160	10.	Flooding, drainage or grading problems?			2
161	11.	Any requirement that flood insurance be maintained on the property?			3
162	12.	Is any of the property in a flood plain?			3
163 164 165 166	13.	Any past or present interior water intrusions(s), standing water within foundation and/or basement?  If yes, please explain. If necessary, please attach an additional sheet and any available documents pertaining to these repairs/corrections.			
168					
169				· · · · ·	
70 71 72 73	14.	Property or structural damage from fire, earthquake, floods, landslides, tremors, wind, storm or wood destroying organisms?  If yes, please explain (use separate sheet if necessary).	0		
174 175					
176		If you has said damage been repaired?			•

				YES	NO	UNKNOWN
177 178	15	Any zoning violations, nonconforming uses and/or violations of "setback" requirements?			- :	
179	16.	Neighborhood noise problems or other nuisances?				
180	17.	Subdivision and/or deed restrictions or obligations?				
181 182 183 184 185 186 187	18.	HOA Phone Number: No Proceedings of the Number: No Proceedings of	OA Address: Ionthly Dues: ransfer Fees: hone:	0	•	
188 189	19.	Any "common area" (facilities such as, but not limited to, pools, courts, walkways or other areas co-owned in undivided interest v		0		
190	20.	Any notices of abatement or citations against the property?				
191 192	21.	Any lawsuit(s) or proposed lawsuit(s) by or against the seller whor will affect the property?	ich affects		Œ	
193 194 195 196 197	22.	Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regarding information.	payment	p	•	
198 199 200 201 202 203	23.	Any exterior wall covering of the structure(s) covered with exter insulation and finish systems (EIFS), also known as "synthetic st If yes, has there been a recent inspection to determine whether th has excessive moisture accumulation and/or moisture related dan (The Tennessee Real Estate Commission urges any buyer or selle professional inspect the structure in question for the preceding of	ucco"? e structure nage? er who encoun			
204 205 206 207		professional's finding.) If yes, please explain. If necessary, please attach an additional sl		SPICIC CI	·	eport of the
208 209 210 211 212	24.	Is heating and air conditioning supplied to all finished rooms?  If the same type of system is not used for all finished rooms, plea	se explain.	•	0	
213 214 215 216	25.	If septic tank or other private disposal system is marked under ite it have adequate capacity and approved design to comply with prand local requirements for the actual land area and number of bed facilities existing at the residence?	esent state			
217 218	26.	Is the property affected by governmental regulations or restriction approval for changes, use, or alterations to the property?	ns requiring	0		
219 220 221	27.	Is this property in a historical district or has it been declared historing governmental authority such that permission must be obtained certain types of improvements or aesthetic changes to the property	d before	0		
222	28.	Does this property have an exterior injection well located anywhere	ere on it?		0	
223 224 225 226	29.	Is seller aware of any percolation tests or soil absorption rates bei performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? If yes, results of test(s) and/or rate(s) are attached.	ng			

			YES	NO	UNKNOWN	
227	30.	Has any residence on this property ever been moved from its original foundation to another foundation?			Ū	
229 230 231 232 233 234 235 236 237	31.	Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute.				
238 239 240 241 242 243	D.	is true and correct to the best of my/our knowledge as of the date signed. Sho conveyance of title to this property, these changes will be disclosed in an add.  Transferor (Seller)	ould any o	of these conthis docu	onditions change prior	to
245 . 246 247 248		Parties may wish to obtain professional advice and/or inspections of appropriate provisions in the purchase agreement regarding advi				
249 250 251	insp	nsferee/Buyer's Acknowledgment: I/We understand that this disclosure state section, and that I/we have a responsibility to pay diligent attention to and inqualent by careful observation. I/We acknowledge receipt of a copy of this disc	ire about			
252	100	Transferee (Buyer)	Date		Time	_
253		Transferee (Buyer)	Date		Time	
254		ne property being purchased is a condominium, the transferee/buyer is herely				

the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

## SELLERS FINAL PROPERTY DISCLOSURE

7 PI	ROPERTY ADDRESS_	901 01	d Hwy	127 5		CITY Tan	instown
3 9 0 1	Pursuant to the dis Annotated, § 66-5-20, information previousl the changes, if any are	sclosure requirem I, et seq., the und y furnished by Se	ents of the "Tersigned Seller	ennessee Res	idential Property ments the Reside	ntial Property C	ondition Disclosu
2	NO CHANGES  To the best of the kno same as it was when the same as it was the same as it was when the same as it was the same as						is substantially t
5 □ 6 7 8	CHANGES TO REP The changes shown to observed since the Re- in good faith to the guarantees which are	pelow, which ma esidential Property best of Seller's l	Condition Dischowledge, info	sclosure form ormation and	was provided to belief, and is no	the Buyer. This intended to c	statement is givereate warranties
	HANGES REPORTED						
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	WITNESS WHEREOF tes indicated.	, the information	hereon is certif	ied by Seller a	nd acknowledged	as received by	Buyer upon the
3	Transferor (Seller)				Date	Tin	ie
7	Transferor (Seller)				Date	Tim	ie
}	Transferee (Buyer)			rie Verse	Date	Tim	ie
	Tanisteres (Duyer)						
i .	Transferee (Ruver)				Date	Tin	ne

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.

