TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

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	$A \cup A \cup$
1	PROPERTY ADDRESS 134 Dettye Lane city TV/(ahoma
2	SELLER'S NAME(S) Kenneth R. & LOTAG M. Frost PROPERTY AGE 16
3	DATE SELLER ACQUIRED THE PROPERTY 4/05 DO YOU OCCUPY THE PROPERTY?
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 \Box site-built home \Box non-site-built home
6 7 8 9 10	The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at: http://www.state.tn.us/commerce/boards/trec/index.shtml .

- 12 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. 13
- Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract. 14
- 15 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. 16
- 17 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 Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- Sellers are not required to repair any items listed on the disclosure form or on any past or future inspection report unless 21 22 agreed to in the purchase contract.
- Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes 23 24 paid.
- 25 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 26 27 occurrence which had no effect on the physical structure of the property.
- Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form 28 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).
- 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public 31 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not 32 33 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
- 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon, 34 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind 35 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase. 36
- 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller 37 38 is not required to repair any such items.
- 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a 39 40 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).



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- 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	其	Range		Wall/Window Air Conditioning	X	Garage Door Opener(s) (Number of openers
75	X	Ice Maker Hookup)EL	Window Screens		Garage Door Remote(s)
76	×	Oven	×	Fireplace(s) (Number)		Intercom
77	A	Microwave	×	Gas Starter for Fireplace	X	TV Antenna/Satellite Dish (excluding components)
78	`o	Garbage Disposal	×	Gas Fireplace Logs		Central Vacuum System and attachments
79		Trash Compactor	义	Smoke Detector/Fire Alarm		Spa/Whirlpool Tub
80		Water Softener	X	Patio/Decking/Gazebo		Hot Tub
81		220 Volt Wiring		Installed Outdoor Cooking Grill	X	Washer/Dryer Hookups
82		Sauna		Irrigation System		Pool In-ground Above-ground
83	X	Dishwasher	À	A key to all exterior doors	<u> </u>	Access to Public Streets
84		Sump Pump	X	Rain Gutters	źŃ	All Landscaping and all outdoor lighting
85		Burglar Alarm/Secu	rity S	ystem Components and controls		
86		Current Termite con	itract v	with Lyons		
				,		

Heat Pump U	11116 17 1		^	Age (Ap									
□ Heat Pump U	Init #2	_	A	Age (Ap	prox)								
□ Heat Pump U	Init #3	_	A	Age (Ap	prox)								
Central Heati	ng Unit #1		<	Age		Electric	A	Gas		Oth	ıer		
□ Central Heati	ng Unit #2			Age		Electric		Gas		Oth	er		
□ Central Heati	ng Unit #3			Age		Electric		Gas		Oth	er		
Central Air C	onditionin	g #1	</td <td> Age</td> <td>×</td> <td>Electric</td> <td></td> <td>Gas</td> <td></td> <td>Oth</td> <td>er</td> <td></td> <td></td>	Age	×	Electric		Gas		Oth	er		
⊂ Central Air C	onditioning	g #2		Age		Electric	۵	Gas		Oth	er		
□ Central Air C	onditionin	g #3		Age		Electric		Gas		Oth	er		
Water Heater	#1	3	Age	奠 E	lectric	X	Gas	□ ;	Solar		Other	r	
□ Water Heater	#2		/ Age	□ E			Gas		Solar		Other	r	
□ Other					_		□ O1	her				••	
Garage	Attach	ned 5	Not Att	tached		Carport							
Water Supply	City	_	Well			Private	□ U1	ility	⊐ Ot	her			
Gas Supply	,					Other							
Waste Disposal	City S	ewer [
Roof(s): Type	Shi	ng/6	2.5			_ Age	e (appro	x):	16	Yr	<u>s.</u>		
Other Items: To the best of you If YES, then described to the described t						perating	conditio	on?		YES	S	X	NO
Other Items: To the best of you If YES, then descri	ribe (attach	addition	nal sheets i	f necess	ary):								
Other Items: To the best of you If YES, then described Items: Leased Items: Leased I	eased items	addition that rem	nal sheets it	ne Prope	ary):	e (e.g. sec	curity sy	stems,	water s	soften	er syst	ems, e	te.):
Other Items: To the best of you If YES, then described the second seco	eased items	addition that rem	nal sheets it	ne Prope	ary):	e (e.g. sec	curity sy	stems,	water s	often	er syst	ems, e	ving?
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To the best of you If YES, then described Leased Items: Le	eased items sumable, it	t will be	nain with the Seller's res	ne Prope	ary): erty are	e (e.g. sec	nce.	stems,	water s	often OF TH	er syst	ems, e	ving?
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Other Items: To the best of you If YES, then described Items: Leased Items: Leased I	eased items SELLER)	t will be	nain with the Seller's res	ne Prope	ary):	pay balar IALFUN Roof Cor Basemen Foundati Slab	nce. NCTION mponen	stems,	ANY C	of TH	er syst	ems, e	ving?

129	Ser	wer/Septic		X		Heat Pump			X □	
130	Ele	ctrical System				Central Air Cond	itioning)	
131 132 133		terior Walls my of the above is	□ /are ma:	ked YES	□ , please explain	Double Paned or Window and/or I			X -	
134		-						-		
135 136	Ple	ase describe any r	epairs m	ade by y	ou or any previ	ous owners of which you a	re aware (1	use sepa	rate sheet if necess	ary).
137	C.	ARE YOU (SE)	LLER)	AWARE	OF ANY OF	THE FOLLOWING:	YES	NO	UNKNOWN	
138 139 140 141 142	1.	such as, but not l	limited t age tank	o: asbest s, methan	tos, radon gas, le nphetamine, con	environmental hazards ead-based paint, fuel ntaminated soil or ce on the subject		A	o	
143 144 145	2.		nces, an	d/or drive		wners, such as walls, but at rights and obligations		X	п	
146 147	3.	Any authorized of property, or cont	hanges iguous t	in roads, o the pro	drainage or util perty?	ities affecting the		×	Ġ	
48 49 50	4.	Any changes sine Most recent surv	ce the m ey of the	ost recen property	t survey of the py: (check here	property was done? re if unknown)		A	0	
51 52	5.	Any encroachme ownership intere				hat may affect your		×		
53 54	6.	Room additions, repairs made with	structur hout nec	al modifi essary pe	cations or other ermits?	alterations or		×	а	
55 56	7.	Room additions, repairs not in cor	structura npliance	al modifi with bui	cations or other lding codes?	alterations or		X		
57 58	8.	Landfill (compacthereof?	ted or o	therwise)	on the property	or any portion		X		
59	9.	Any settling from	any ca	ise, or sli	ippage, sliding o	or other soil problems?		X	. 🗖	
60	10.	Flooding, drainag	ge or gra	ding prol	blems?			X	0	
61	11.	Any requirement	that floo	od insura	nce be maintain	ed on the property?		Á	٥	
62	12.	Is any of the prop	erty in a	flood pl	ain?			×	٥	
63 64 65 66 67 68 69	13.	foundation and/or If yes, please exp and any available	r baseme lain. If	ent? necessary ents perta	, please attach	7		<u> </u>		
70 71 72 73 74	14.	Property or struct tremors, wind, sto If yes, please exp	orm or w	ood dest	roying organism			×	Ö rjere e	:
75 76		If yes, has said da	mage be	en repair	red?		0			

YES NO

UNKNOWN

YES NO

UNKNOWN

				YES	NO	UNKNOWN
177 178	15.	Any zoning violations, nonconforming uses and/or violations o "setback" requirements?	f		X	0
179	16.	Neighborhood noise problems or other nuisances?			X	
180	17.	Subdivision and/or deed restrictions or obligations?			X	
181 182 183 184 185 186	18.	HOA Phone Number:	HOA Address: Monthly Dues: Transfer Fees: Phone:		<u> </u>	
188 189	19.	Any "common area" (facilities such as, but not limited to, pools courts, walkways or other areas co-owned in undivided interest			义	0
190	20.	Any notices of abatement or citations against the property?			Į.	
191 192	21.	Any lawsuit(s) or proposed lawsuit(s) by or against the seller w or will affect the property?	hich affects	0	×	0
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		<u> </u>	
198 199	23.	Any exterior wall covering of the structure(s) covered with exterior and finish systems (EIFS), also known as "synthetic structure".	erior		À	
200 201 202 203 204 205 206 207		If yes, has there been a recent inspection to determine whether thas excessive moisture accumulation and/or moisture related da (The Tennessee Real Estate Commission urges any buyer or sel professional inspect the structure in question for the preceding professional's finding.) If yes, please explain. If necessary, please attach an additional in the structure in question for the preceding professional's finding.)	mage? ler who encoun concern and pr	ters this	□ s product written r	to have a qualified eport of the
208 209 210 211	24.	Is heating and air conditioning supplied to all finished rooms? If the same type of system is not used for all finished rooms, ple	ease explain.	X	<i>#</i>	0
212	0.5	TC				
213 214 215 216	<i>2</i> 3.	If septic tank or other private disposal system is marked under it have adequate capacity and approved design to comply with p and local requirements for the actual land area and number of be facilities existing at the residence?	resent state	∄		
217 218	26.	Is the property affected by governmental regulations or restriction approval for changes, use, or alterations to the property?	ons requiring		¥	
219 220 221	27.	Is this property in a historical district or has it been declared history any governmental authority such that permission must be obtain certain types of improvements or aesthetic changes to the proper	ed before		X	
222	28.	Does this property have an exterior injection well located anywle	nere on it?		\mathbb{X}	
223 224 225 226	29.	Is seller aware of any percolation tests or soil absorption rates be 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.	eing			п

SELLERS FINAL PROPERTY DISCLOSURE

257	PR	OPERTY ADDRESS	CITY	
258 259 260 261		Pursuant to the disclosure requirements of the "Tenness Annotated, § 66-5-201, et seq., the undersigned Seller hereby information previously furnished by Seller to Buyer, as follow the changes, if any are reported):	supplements the Residential Prope	erty Condition Disclosure
262 263 264		NO CHANGES To the best of the knowledge, information and belief of the usame as it was when the Residential Property Condition Disc.	ndersigned, the condition of the Pr osure form was provided to the Bu	operty is substantially the
265 266 267 268 269		CHANGES TO REPORT The changes shown below, which may be material to the pobserved since the Residential Property Condition Disclosur in good faith to the best of Seller's knowledge, informatic guarantees which are not already made in the specific provision.	e form was provided to the Buyer on and belief, and is not intended	This statement is given to create warranties or
270 271	<u>CF</u>	IANGES REPORTED		
272				
273				
274 275				
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278 279				
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283 284				
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288 289				
209 290				
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292				
293				
294 295		WITNESS WHEREOF, the information hereon is certified by ses indicated.	Seller and acknowledged as receive	ed by Buyer upon the
296		Transferor (Seller)	Date	Time
29.7		Transferor (Seller)	Date	Time
298		Transferee (Buyer)	Date	Time
299		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.



227 228	30.		any residence on this property ever been moved from its original dation to another foundation?		X		
229 230 231 232 233 234 235 236 237	31.	is decont cont com of the type exist	is property in a Planned Unit Development? Planned Unit Development efined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, rolled by one (1) or more landowners, to be developed under unified rol or unified plan of development for a number of dwelling units, mercial, educational, recreational or industrial uses, or any combination are foregoing, the plan for which does not correspond in lot size, bulk or of use, density, lot coverage, open space, or other restrictions to the ting land use regulations." Unknown is not a permissible answer under statute.		×		
238 239 240	D,		RTIFICATION. I/We certify that the information herein, concerning the results of the least of my/our knowledge as of the date signed. Should be signed to the best of my/our knowledge as of the date signed.				
241		conv	reyance of title to this property, these changes will be disclosed in an adden	ld an	y of these con	nditions c	nange prior to
242		Tran	sferor (Seller) Hemidel Ross Da	te _	3-25-7/	Time	3:40 PM
243 244		Tran	sferor (Seller) Hennal Brost Da sferor (Seller) Doma M. Froot Da	te 🚅	3-25 <u>-11</u>	Time _	3:40 p.m.
245		j					
246			Parties may wish to obtain professional advice and/or inspections of the appropriate provisions in the purchase agreement regarding advice	he pı	operty and to	negotiate	
247 248			appropriate provisions in the purchase agreement regarding advice	;, ms	pechons or d	eiects.	
249 250 251	ınsp	ect10	ree/Buyer's Acknowledgment: I/We understand that this disclosure staten n, and that I/we have a responsibility to pay diligent attention to and inquire y careful observation. I/We acknowledge receipt of a copy of this disclo	abo	out those mate	ed as a sub crial defec	estitute for any ts which are
252		Tran	sferee (Buyer) Dat	te		Time	
253		Tran	sferee (Buyer)Dat	e		Time	
254 255 256	enti	tled, 1	operty being purchased is a condominium, the transferee/buyer is hereby upon request, to receive certain information regarding the administration of siminium association as applicable, pursuant to Tennessee Code Annotated	f the	condominium	the trans	feree/buyer is developer or

YES

NO

UNKNOWN