



BARNES
REAL ESTATE NOW
SNOW & WALL

Updated

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 3001 Cooper Creek Road CITY Woodlawn

2 SELLER'S NAME(S) William O. Prettyman PROPERTY AGE 15

3 DATE SELLER ACQUIRED THE PROPERTY 05/27/1994 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 ☐ 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/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 past or future inspection report unless
22 agreed to in 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 <u>x2</u> | <input type="checkbox"/> Wall/Window Air Conditioning | <input checked="" type="checkbox"/> Garage Door Opener(s) (Number of openers <u>6</u>) |
| 75 <input checked="" type="checkbox"/> Ice Maker Hookup <u>x2</u> | <input checked="" type="checkbox"/> Window Screens | <input checked="" type="checkbox"/> <u>10</u> Garage Door Remote(s) |
| 76 <input checked="" type="checkbox"/> Oven <u>x2</u> | <input checked="" type="checkbox"/> Fireplace(s) (Number) <u>2</u> | <input type="checkbox"/> Intercom |
| 77 <input checked="" type="checkbox"/> Microwave <u>x2</u> | <input checked="" type="checkbox"/> Gas Starter for Fireplace <u>x2</u> | <input checked="" type="checkbox"/> TV Antenna /Satellite Dish (excluding components) |
| 78 <input type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Gas Fireplace Logs <u>x2</u> | <input checked="" type="checkbox"/> Central Vacuum System and attachments <u>planned NO vacuum</u> |
| 79 <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Smoke Detector/Fire Alarm | <input type="checkbox"/> Spa/Whirlpool Tub |
| 80 <input checked="" type="checkbox"/> Water Softener <u>x2</u> | <input checked="" type="checkbox"/> Patio/Decking/Gazebo | <input type="checkbox"/> Hot Tub |
| 81 <input checked="" type="checkbox"/> 220 Volt Wiring <u>x3</u> | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input checked="" type="checkbox"/> Washer/Dryer Hookups <u>x2</u> |
| 82 <input type="checkbox"/> Sauna | <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Pool <input type="checkbox"/> In-ground <input type="checkbox"/> Above-ground |
| 83 <input checked="" type="checkbox"/> Dishwasher <u>x2</u> | <input checked="" type="checkbox"/> A key to all exterior doors | <input checked="" type="checkbox"/> Access to Public Streets |
| 84 <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Rain Gutters | <input checked="" type="checkbox"/> All Landscaping and all outdoor lighting |
| 85 <input checked="" type="checkbox"/> Burglar Alarm/Security System Components and controls <u>x3 Home / Barn / Guest House</u> | | |
| 86 <input type="checkbox"/> Current Termite contract with _____ | | |



- 87 ☐ Heat Pump Unit #1 11 Age (Approx)
- 88 ☐ Heat Pump Unit #2 9 Age (Approx)
- 89 ☐ Heat Pump Unit #3 3 Age (Approx)
- 90 ☐ Central Heating Unit #1 _____ Age ☐ Electric ☐ Gas ☐ Other
- 91 ☐ Central Heating Unit #2 _____ Age ☐ Electric ☐ Gas ☐ Other
- 92 ☐ Central Heating Unit #3 _____ Age ☐ Electric ☐ Gas ☐ Other
- 93 ☐ Central Air Conditioning #1 11 Age ☒ Electric ☐ Gas ☐ Other
- 94 ☐ Central Air Conditioning #2 9 Age ☒ Electric ☐ Gas ☐ Other
- 95 ☐ Central Air Conditioning #3 3 Age ☒ Electric ☐ Gas ☐ Other
- 96 ☒ ~~Tankless~~ Water Heater #1 3 Age ☐ Electric ☒ Gas ☐ Solar ☐ Other _____
- 97 ☒ ~~Tankless~~ Water Heater #2 3 Age ☐ Electric ☒ Gas ☐ Solar ☐ Other _____
- 98 ☒ ~~Tankless~~ Other WATER HEATER - Guest House - 2 ☒ Other _____
- 99 Garage ☒ Attached ☐ Not Attached ☒ Carport
- 100 Water Supply ☒ City ☐ Well ☐ Private ☐ Utility ☐ Other _____
- 101 Gas Supply ☐ Utility ☒ Bottled ☐ Other
- 102 Waste Disposal ☐ City Sewer ☒ Septic Tank 2 ☐ Other _____
- 103 Roof(s): Type Asphalt Age (approx): 2 yrs
- 104 Other Items:
- 105 mini split HVAC - upstairs guest house - 3 yrs
- 106 mini split HVAC - Tank Room - Basement - 3 yrs
- 107 _____
- 108 To the best of your knowledge, are any of the above NOT in operating condition? ☐ YES ☒ NO
- 109 If YES, then describe (attach additional sheets if necessary):
- 110 Guest House: Stove is electric and not gas. - Handicap ramp can be taken out
- 111 easily - May not be up to code specs.
- 112 _____
- 113 _____
- 114 _____
- 115 _____
- 116 Leased Items: Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
- 117 Alarm Sys paid - monitoring can be assumed
- 118 _____
- 119 _____
- 120 If leases are not assumable, it will be Seller's responsibility to pay balance.

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
122 Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
123 Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
124 Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125 Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
126 Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
127 Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
128 Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



		YES	NO	UNKNOWN		YES	NO	UNKNOWN
129	Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <i>2 septic systems</i>	Heat Pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
130	Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
131	Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Double Paned or Insulated Window and/or Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
132								
133	If any of the above is/are marked YES, please explain:							
134	<i>LEFT REAR FOUNDATION SETTLING REPAIRS BY LICENSED STRUCTURAL SUP. SEE ATTACHED WARRANTY</i>							
135	Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).							
136	<i>NEW ROOF - JUN 2011 - Lifetime Warranty. Deck Replaced 2010 w/ TRAX</i>							
137	C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:					YES	NO	UNKNOWN
138	1. Substances, materials or products which may be environmental hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
139	such as, but not limited to: asbestos, radon gas, lead-based paint, fuel							
140	or chemical storage tanks, methamphetamine, contaminated soil or							
141	water, and/or known existing or past mold presence on the subject							
142	property?							
143	2. Features shared in common with adjoining land owners, such as walls, but	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Adjoining property</i>			
144	not limited to, fences, and/or driveways, with joint rights and obligations				<i>own TN STATE PRIME</i>			
145	for use and maintenance?							
146	3. Any authorized changes in roads, drainage or utilities affecting the	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
147	property, or contiguous to the property?							
148	4. Any changes since the most recent survey of the property was done?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
149	Most recent survey of the property: <input type="checkbox"/> (check here if unknown)							
150								
151	5. Any encroachments, easements, or similar items that may affect your	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
152	ownership interest in the property?							
153	6. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
154	repairs made without necessary permits?							
155	7. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
156	repairs not in compliance with building codes?							
157	8. Landfill (compacted or otherwise) on the property or any portion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
158	thereof?							
159	9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
160	10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
161	11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
162	12. Is any of the property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
163	13. Any past or present interior water intrusions(s) from outside home,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
164	standing water within foundation and/or basement?							
165	If yes, please explain. If necessary, please attach an additional sheet							
166	and any available documents pertaining to these repairs/corrections.							
167								
168								
169								
170	14. Property or structural damage from fire, earthquake, floods, landslides,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
171	tremors, wind, storm or wood destroying organisms?							
172	If yes, please explain (use separate sheet if necessary).							
173								
174								
175								
176	If yes, has said damage been repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				



		YES	NO	UNKNOWN
177	15. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
178	"setback" requirements?			
179	16. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
180	17. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
181	18. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
182	over the subject property?			
183	Name of HOA: _____			
184	HQA Phone Number: _____			
185	Special Assessments: _____			
186	Management Company: _____			
187	Management Co. Address: _____			
188	19. Any "common area" (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
189	courts, walkways or other areas co-owned in undivided interest with others)?			
190	20. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
191	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
192	or will affect the property?			
193	22. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
194	If yes, please explain, and include a written statement regarding payment			
195	information.			
196	_____			
197	_____			
198	23. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
199	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
200	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
201	has excessive moisture accumulation and/or moisture related damage?			
202	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
203	<i>professional inspect the structure in question for the preceding concern and provide a written report of the</i>			
204	<i>professional's finding.)</i>			
205	If yes, please explain. If necessary, please attach an additional sheet.			
206	_____			
207	_____			
208	24. Is heating and air conditioning supplied to all finished rooms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
209	If the same type of system is not used for all finished rooms, please explain.			
210	_____			
211	_____			
212	_____			
213	25. If septic tank or other private disposal system is marked under item (A), does	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
214	it have adequate capacity and approved design to comply with present state			
215	and local requirements for the actual land area and number of bedrooms and			
216	facilities existing at the residence?			
217	26. Is the property affected by governmental regulations or restrictions requiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
218	approval for changes, use, or alterations to the property?			
219	27. Is this property in a historical district or has it been declared historical by	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
220	any governmental authority such that permission must be obtained before			
221	certain types of improvements or aesthetic changes to the property are made?			
222	28. Does this property have an exterior injection well located anywhere on it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
223	29. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
224	performed on the property that are determined or accepted by			
225	the Tennessee Department of Environment and Conservation?			
226	If yes, results of test(s) and/or rate(s) are attached.			



- | | | YES | NO | UNKNOWN |
|-----|---|--------------------------|-------------------------------------|--------------------------|
| 227 | 30. Has any residence on this property ever been moved from its original | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 228 | foundation to another foundation? | | | |
| 229 | 31. Is this property in a Planned Unit Development? Planned Unit Development | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 230 | is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, | | | |
| 231 | controlled by one (1) or more landowners, to be developed under unified | | | |
| 232 | control or unified plan of development for a number of dwelling units, | | | |
| 233 | commercial, educational, recreational or industrial uses, or any combination | | | |
| 234 | of the foregoing, the plan for which does not correspond in lot size, bulk or | | | |
| 235 | type of use, density, lot coverage, open space, or other restrictions to the | | | |
| 236 | existing land use regulations." Unknown is not a permissible answer under | | | |
| 237 | the statute. | | | |

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

239
240 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
241 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

242 Transferor (Seller) W. D. [Signature] Date 15 May 13 Time 1200

243 Transferor (Seller) Sandra J. Pridgeman Date 15 May 13 Time 1210

244
245
246 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
247 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
248

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

252 Transferee (Buyer) _____ Date _____ Time _____

253 Transferee (Buyer) _____ Date _____ Time _____

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

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.





BARNES
REAL ESTATE NOW
SNOW & WALL

CONFIRMATION OF AGENCY STATUS AND COMPANY DISCLOSURES

Real Estate licensees are required to disclose which party they represent in a real estate transaction. The purpose of this Agency Disclosure Statement, "Confirmation of Agency Status", is to acknowledge that this confirmation occurred prior to the actual preparation of any offer or contract to purchase. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction (check one only); Additionally, the Tennessee Real Estate Commission requires that a real estate company disclose any interests they may have in companies whom buyers and sellers may have occasion to do business.

The real estate transaction involving the property located at: 3001 Cooper Creek Rd, Woodlawn, TN. 37191 (Property Address)

ONE of the Following Options MUST be Completed by the Licensee:

<p>William O. Prettyman III _____ SELLER NAME</p> <p>Joy Boykin & Paulette Biggers _____ LICENSEE NAME</p> <p>LICENSEE, IN THIS CONSUMER'S CURRENT OR PROSPECTIVE TRANSACTION, IS SERVING AS:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator (not an agent for either party).</p> <p><input type="checkbox"/> Seller is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Seller.</p> <p><input checked="" type="checkbox"/> Designated Agent for the Seller</p>	<p>_____ BUYER NAME</p> <p>_____ LICENSEE NAME</p> <p>LICENSEE, IN THIS CONSUMER'S CURRENT OR PROSPECTIVE TRANSACTION, IS SERVING AS:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator (not an agent for either party).</p> <p><input type="checkbox"/> Buyer is Unrepresented.</p> <p><input type="checkbox"/> Designated Agent for the Buyer.</p>
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This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of any offer to purchase; OR (if the licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of T.C.A. 62-13-312 must be filed within the applicable statute of limitations for such violation set out in T.C.A. 62-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, Third Floor, Nashville, TN 37232, PH: (615) 741-2273. **THIS NOTICE BY ITSELF, HOWEVER, DOES NOT CONSTITUTE AN AGENCY AGREEMENT.**

Affiliated Company Relationships and Other Disclosures

As indicated through national market research, many consumers prefer the convenience and benefits of One-Stop Shopping. Below are company affiliations provided through Barnes Real Estate Services, Inc. in an effort to provide the most convenient services available. At no time will the charges associated with the following services be higher than they would be without such affiliation.

NO BUYER OR SELLER SHALL BE REQUIRED TO USE THE SERVICES OF ANY SPECIFIC COMPANY AS A RESULT OF BARNES REAL ESTATE SERVICES, OR ITS SALES ASSOCIATE'S INTERESTS OR RELATIONSHIPS WITH ANY SUCH COMPANY.

Mortgage: The respective real estate company has a relationship with Coldwell Banker Mortgage (PHH Mortgage), for the purposes of providing the buyer an efficient and effective means of obtaining a mortgage. Coldwell Banker Barnes / Real Estate Now / Snow & Wall is compensated to market this optional service to buyers who choose to utilize the benefits of Coldwell Banker Mortgage.

Closing/Title: Barnes Real Estate Services, Inc. dba Coldwell Banker Barnes / Snow & Wall, has a 45% interest in a Title Company, referred to as "Summit Title", providing Title Insurance through various closing agencies. Charges vary with price of the respective property; and are consistent with other companies pricing for Title Services. Title Policies are issued primarily through Stewart Title Insurance Company, or First American Title, generally costing \$125.00 for the 1st \$1,000 and then \$6.00 per thousand thereafter.

Coldwell Banker Home Protection Plan: Coldwell Banker Barnes / Real Estate Now / Snow & Wall receives an administrative fee for providing information and materials referencing COLDWELL BANKER HOME PROTECTION PLAN. This plan is implemented by an independent home warranty company, with Coldwell Banker Barnes / Real Estate Now / Snow & Wall's participation simply being the initiation of the warranty process. Please reference the brochure, or information sheet along with the 800# or Web Address, for specific information about the program.

Brokerage Service Fee: A commission of \$179 will be charged to the Buyer or Seller represented by Coldwell Banker Barnes / Real Estate Now / Snow & Wall, exclusive of any other commissions described in the contract or agency agreements, payable only upon the closing of the subject property.

Other Affiliations/ Relationships / Disclosures: _____

ACKNOWLEDGMENTS OF CONFIRMATION OF AGENCY RELATIONSHIP AND AFFILIATED COMPANY RELATIONSHIPS AND OTHER DISCLOSURES BY REALTOR ACTING AS AGENT/BROKER OR OTHER STATUS OF TENANT PURSUANT TO THE NATIONAL ASSOCIATION OF REALTORS CODE OF ETHICS AND STANDARDS OF PRACTICE.

SIGNATURE OF SELLER William O. Prettyman III DATE 15 May 13
 SIGNATURE OF SELLER Joy Boykin & Paulette Biggers DATE May 15, 13
 LISTING LICENSEE Coldwell Banker Barnes DATE _____
 LISTING COMPANY _____

SIGNATURE OF BUYER _____ DATE _____
 SIGNATURE OF BUYER _____ DATE _____
 SELLING LICENSEE _____ DATE _____
 SELLING COMPANY _____



BARNES
REAL ESTATE NOW
SNOW & WALL

DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale Agreement (hereinafter "Agreement") regarding real estate located at 3001 Cooper Creek Rd, Woodlawn, TN. 37191 (hereinafter "Property")

are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional" who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. Below are listed some of the actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (www.state.tn.us/commerce/index.shtml), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nachi.org), and Home Inspectors of Tennessee (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
5. **ENVIROMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes gathered from tax or real estate records on the Property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.



7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes, covenants, restrictions, homeowner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be verified by the appropriate sources in writing. You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the Property maintained by the appropriate governmental permitting authority. If the file for this Property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.
11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
12. **CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar actions concerning any portions of the property with the state, county and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.
13. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.
14. **INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.
15. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.



16. **RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The buyers and sellers understand that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.

The party(ies) below have signed and acknowledge receipt of a copy.



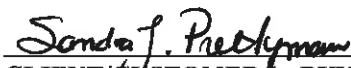
CLIENT/CUSTOMER (☐ BUYER / ☒ SELLER)

15 May 13 at 12:00 o'clock ☒ am/ ☐ pm
Date

CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)

at _____ o'clock ☐ am/ ☐ pm
Date

The party(ies) below have signed and acknowledge receipt of a copy.



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Date

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. 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.

