

## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

-1	PROPERTY ADDRESS /7/ DOUD CAK LN CITY CROSCO!//e
2 .	SELLER'S NAME(S) John + Kathy Sentile PROPERTY AGE 2006
3	DATE SELLER ACQUIRED THE PROPERTY 2011 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 7 8 9 10 11	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.

- 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.
  - Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 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.
- 4. 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.
- 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.
- Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
   paid.
- 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.
- 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).
- 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).
- 34 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.
- 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is not required to repair any such items.
- 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).

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- 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	K	Range	_ '	Wall/Window Air Conditioning	X	Garage Door Opener(s) (Number of openers 2)
75	X	Ice Maker Hookup	×	Window Screens		Garage Door Remote(s)
76	X	Oven	X	Fireplace(s) (Number)		Intercom
77	X	Microwave	X	Gas Starter for Fireplace	X	TV Antenna/Satellite Dish (excluding components)
78	X	Garbage Disposal	X	Gas Fireplace Logs		Central Vacuum System and attachments
79		Trash Compactor	×	Smoke Detector/Fire Alarm		Spa/Whirlpool Tub
80		Water Softener	X	Patio/Decking/Gazebo		Hot Tub
81	<u> </u>	220 Volt Wiring		Installed Outdoor Cooking Grill	X	Washer/Dryer Hookups
82		Sauna	X	Irrigation System Front		Pool   In-ground   Above-ground
83	¥	Dishwasher	X	A key to all exterior doors	X	Access to Public Streets
84		Sump Pump	X	Rain Gutters	X	All Landscaping and all outdoor lighting
85	_	Burglar Alarm/Secu	rity S	ystem Components and controls	•	
06	_	Current Termita con	troot :	with		•

☐ Heat Pump Ur	nit #1	_	Ag	ge (App	orox)									
☐ Heat Pump Ur	nit #2	_		ge (App										
☐ Heat Pump Ur		_		ge (App										
Central Heatin	ng Unit #1		2012			Electric	×	Gas		Oth	er			
□ Central Heatin	ng Unit #2	2		Age		Electric	_	Gas		Oth	er			
□ Central Heatin	ng Unit #3	3		_ Age		Electric		Gas		Oth	er.			
Central Air Co	onditionin	ıg.#1	2012	_Age_	X	Electric		Gas		Oth	er			
□ Central Air Co	onditionin	ıg #2		_ Age	_ `	Electric		Gas		Oth	er			
□ Central Air Co	onditionin	g #3		_ Age		Electric		Gas		Oth	er			
Water Heater	#1		Age	□ E1	ectric		Gas		Solar		Other			
□ Water Heater #	#2		Age	□ El	ectric		Gas		Solar		Other			<u>.</u>
□ Other			·		<del></del>		□ Oth	ier						
Garage >	<b>\</b> Attacl	hed =	Not Atta	ched		Carport								
Water Supply	City		Well			Private	□ Uti	lity	□ Ot	her _				
Gas Supply	<b>U</b> tility	/ 🗆	Bottled			Other		. *.						
Waste Disposal	City S	sewer 🍃	Septic Ta	ank		Other								
Roof(s): Type	shin	4/6				Age	(approx	):	7 4	~ 5				
To the best of your	knowledg	-	-	ve NO	_	perating o				YES			NO	<u> </u>
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			YES	NO	UNKNOWN	•		YES .	NO	UNKNOWN
129	Se	wer/Septic		×	o ·	Heat Pump	•			
130	Ele	ectrical System	. 🗆	X		Central Air Cond	litioning		×	<b>-</b> .
131	Ex	terior Walls		X	0	Double Paned or			×	
132 133 134	If a	any of the above i	s/are mar	ked YES	S, please explain:	Window and/or l	Joors			
135	Ple	ease describe any	repairs m	ade by y	ou or any previous	owners of which you a	re aware (	use sep	arate she	et if necessary).
136 137	$\overline{\mathbf{C}}$ .	ARE YOU (SE	LLER) A	WARE	OF ANY OF TH	E FOLLOWING:	YES	NO	UNI	KNOWN
138	1.	•	•			ironmental hazards		×		
139 140 141 142		or chemical stor	age tanks	, methar	tos, radon gas, lead nphetamine, contar ast mold presence	ninated soil or				
143 144 145	2.		ences, and	1/or driv		ers, such as walls, but ghts and obligations		×	,	
146 147	3.	Any authorized property, or con			drainage or utilitie perty?	s affecting the		×		
148 149 150	4.				t survey of the pro		0	0		×
151 152	5.	Any encroachmo			or similar items that ?	may affect your	<u> </u>	<b>×</b>		0
153 154	6.	Room additions, repairs made wit			cations or other altermits?	erations or		×	i	<u>.</u>
155 156	7.	Room additions, repairs not in co			cations or other alt ilding codes?	erations or	. 🗖	×	•	
157 158	8.	Landfill (compathereof?	cted or of	herwise)	on the property or	any portion	ο.	0		×
159	9.	Any settling from	n any cau	ise, or sl	ippage, sliding or o	ther soil problems?		×		
160	10.	Flooding, draina	ge or grad	ding pro	blems?	•	Ē	×		_ ·
161	11.	Any requirement	t that floo	d insura	nce be maintained	on the property?	. 🗆	$\Rightarrow$	<b>.</b>	
162	12.	Is any of the pro	perty in a	flood pl	lain?			×		
163 164 165 166 167 168	13.	standing water wat	vithin four plain. If r	ndation a	intrusions(s) from and/or basement? y, please attach an aining to these repa	additional sheet		<b>×</b>		· · · · · · · · · · · · · · · · · · ·
169 170 171 172 173	14.	tremors, wind, st	orm or w	ood dest	n fire, earthquake, roying organisms? e sheet if necessary			×		
174 175		If yes, has said d	omo c = 1: -							
176		ii yes, nas said d	ашаде be	ен герат	ieu:					□ .

				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?			×	0	
180	17.	Subdivision and/or deed restrictions or obligations?	<b>'</b> '>	×		0	
181 182 183 184	18.		A Address:	<u> </u>	×		
185		Special Assessments: Tran	nsfer Fees:				
186 187		Management Company: Pho Management Co. Address:	ne:				
188 189	19.	Any "common area" (facilities such as, but not limited to, pools, te courts, walkways or other areas co-owned in undivided interest with			×	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 which or will affect the property?	h affects		×		
193 194 195 196	22.	Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regarding painformation.	yment		×	о·	•
197			_				
198 199	23.	Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stuc	co"?		X		
200 201		If yes, has there been a recent inspection to determine whether the shas excessive moisture accumulation and/or moisture related damage.	ge?	.7.			
202 203 204 205 206 207		(The Tennessee Real Estate Commission urges any buyer or seller professional inspect the structure in question for the preceding comprofessional's finding.)  If yes, please explain. If necessary, please attach an additional shee	cern and pro				
208 209 210	24.	Is heating and air conditioning supplied to all finished rooms?  If the same type of system is not used for all finished rooms, please	explain.	×		<i>.</i>	
211 212							
213 214 215 216	25.	If septic tank or other private disposal system is marked under item it have adequate capacity and approved design to comply with press and local requirements for the actual land area and number of bedro facilities existing at the residence?	ent state	X	· ,		
217 218	26.	Is the property affected by governmental regulations or restrictions approval for changes, use, or alterations to the property?	requiring	. 🗖 .		×	
219 220 221	27.	Is this property in a historical district or has it been declared historicany governmental authority such that permission must be obtained be certain types of improvements or aesthetic changes to the property a	before		×		
222	28.	Does this property have an exterior injection well located anywhere	on it?		×		
223 224 225 226	29.	Is seller aware of any percolation tests or soil absorption rates being 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.	<b>.</b>	. 🗆		×	



		YES	NO	UNKNOWN
227 228	30. Has any residence on this property ever been moved from its original foundation to another foundation?		×	
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.		× 	
238 239 240 241 242 243 244 245 246 247	D. CERTIFICATION. I/We certify that the information herein, concerning the is true and correct to the best of my/our knowledge as of the date signed. She conveyance of title to this property, these charges will be disclosed in an add Transferor (Seller)  Transferor (Seller)  Parties may wish to obtain professional advice and/or inspections of appropriate provisions in the purchase agreement regarding advice.	puld any of endum to Date	of these of this doc	conditions change prior to ument.  Time  Time  To negotiate
248 249 250 251	Transferee/Buyer's Acknowledgment: I/We understand that this disclosure stated inspection, and that I/we have a responsibility to pay diligent attention to and inquevident by careful observation. I/We acknowledge receipt of a copy of this disc	ire about		
252	Transferee (Buyer)I	Date		Time
253	Transferee (Buyer)	Date		Time
254 255 256	If the property being purchased is a condominium, the transferee/buyer is herel entitled, upon request, to receive certain information regarding the administration the condominium association as applicable, pursuant to Tennessee Code Annotate	of the co	ondomini	

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.

