

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 866 Open Range Road CITY Crossville
 2 SELLER'S NAME(S) Roger Hendrix PROPERTY AGE _____
 3 DATE SELLER ACQUIRED THE PROPERTY 4/1/98 DO YOU OCCUPY THE PROPERTY? NO
 4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? 34
 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.tn.gov/commerce/boards/trec/law.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).



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 Disclaimer Statement, or 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:

- | | | |
|---|--|--|
| ☒ Range | ☒ Wall/Window Air Conditioning | ☐ Garage Door Opener(s) (Number of openers ____) |
| ☒ Ice Maker Hookup | ☐ Window Screens | ☐ ____ Garage Door Remote(s) |
| ☒ Oven | ☒ Fireplace(s) (Number) <u>1</u> | ☐ Intercom |
| ☒ Microwave | ☐ Gas Starter for Fireplace | ☒ TV Antenna/Satellite Dish (excluding components) |
| ☐ Garbage Disposal | ☒ Gas Fireplace Logs | ☐ Central Vacuum System and attachments |
| ☐ Trash Compactor | ☒ Smoke Detector/Fire Alarm | ☒ Spa/Whirlpool Tub |
| ☐ Water Softener | ☐ Patio/Decking/Gazebo | ☒ Hot Tub |
| ☐ 220 Volt Wiring | ☐ Installed Outdoor Cooking Grill | ☒ Washer/Dryer Hookups |
| ☐ Sauna | ☐ Irrigation System | ☐ Pool ☐ In-ground ☐ Above-ground |
| ☒ Dishwasher | ☒ A key to all exterior doors | ☒ Access to Public Streets |
| ☒ Sump Pump | ☒ Rain Gutters | ☐ All Landscaping and all outdoor lighting |
| ☒ Burglar Alarm/Security System Components and controls | | |
| ☒ Current Termite contract with <u>Terminix</u> | | |



87 ☐ Heat Pump Unit #1 _____ Age (Approx)
88 ☐ Heat Pump Unit #2 _____ Age (Approx)
89 ☐ Heat Pump Unit #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 _____ Age ☐ Electric ☐ Gas ☐ Other
94 ☐ Central Air Conditioning #2 _____ Age ☐ Electric ☐ Gas ☐ Other
95 ☐ Central Air Conditioning #3 _____ Age ☐ Electric ☐ Gas ☐ Other
96 ☒ Water Heater #1 _____ Age ☐ Electric ☒ Gas ☐ Solar ☐ Other _____
97 ☐ Water Heater #2 _____ Age ☐ Electric ☐ Gas ☐ Solar ☐ Other _____
98 ☐ Other _____ ☐ 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 ☐ Other _____
103 Roof(s): Type metal / asphalt Age (approx): _____
104 Other Items: tile
105
106
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
111
112
113
114
115

116 Leased Items: Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
117
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	☐	☒	☐	Roof Components	☐	☒	☐
123 Ceilings	☐	☒	☐	Basement	☐	☒	☐
124 Floors	☐	☒	☐	Foundation	☐	☒	☐
125 Windows	☐	☒	☐	Slab	☐	☐	☐
126 Doors	☐	☒	☐	Driveway	☐	☒	☐
127 Insulation	☐	☒	☐	Sidewalks	☐	☐	☐
128 Plumbing System	☐	☒	☐	Central Heating	☐	☒	☐



		YES	NO	UNKNOWN		YES	NO	UNKNOWN
129	Sewer/Septic	☐	☒	☐	Heat Pump	☐	☐	☐
130	Electrical System	☐	☒	☐	Central Air Conditioning	☐	☒	☐
131	Exterior Walls	☐	☒	☐	Double Paned or Insulated Window and/or Doors	☐	☐	☐

132
133 If any of the above is/are marked YES, please explain:
134

135 Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).
136

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
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
144 not limited to, fences, and/or driveways, with joint rights and obligations
145 for use and maintenance?

☐ ☒ ☐

146 3. Any authorized changes in roads, drainage or utilities affecting the
147 property, or contiguous to the property?

☐ ☒ ☐

148 4. Any changes since the most recent survey of the property was done?
149 Most recent survey of the property: ☐ (check here if unknown)
150

☐ ☒ ☐

151 5. Any encroachments, easements, or similar items that may affect your
152 ownership interest in the property?

☐ ☒ ☐

153 6. Room additions, structural modifications or other alterations or
154 repairs made without necessary permits?

☐ ☒ ☐

155 7. Room additions, structural modifications or other alterations or
156 repairs not in compliance with building codes?

☐ ☒ ☐

157 8. Landfill (compacted or otherwise) on the property or any portion
158 thereof?

☐ ☒ ☐

159 9. Any settling from any cause, or slippage, sliding or other soil problems?

☐ ☒ ☐

160 10. Flooding, drainage or grading problems?

☐ ☒ ☐

161 11. Any requirement that flood insurance be maintained on the property?

☐ ☒ ☐

162 12. Is any of the property in a flood plain?

☐ ☒ ☐

163 13. Any past or present interior water intrusions(s), standing water within
164 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,
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?

☐ ☒ ☐



YES NO UNKNOWN

177 15. Any zoning violations, nonconforming uses and/or violations of
178 "setback" requirements?

☐ ☒ ☐

179 16. Neighborhood noise problems or other nuisances?

☐ ☒ ☐

180 17. Subdivision and/or deed restrictions or obligations?

☐ ☒ ☐

181 18. A Condominium/Homeowners Association (HOA) which has any authority
182 over the subject property?

☐ ☒ ☐

183 Name of HOA: _____

HOA Address: _____

184 HOA Phone Number: _____

Monthly Dues: _____

185 Special Assessments: _____

Transfer Fees: _____

186 Management Company: _____

Phone: _____

187 Management Co. Address: _____

188 19. Any "common area" (facilities such as, but not limited to, pools, tennis
189 courts, walkways or other areas co-owned in undivided interest with others)?

☐ ☒ ☐

190 20. Any notices of abatement or citations against the property?

☐ ☒ ☐

191 21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects
192 or will affect the property?

☐ ☒ ☐

193 22. Is any system, equipment or part of the property being leased?

☐ ☒ ☐

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
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
201 has excessive moisture accumulation and/or moisture related damage?

☐ ☒ ☐

202 *(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified
203 professional inspect the structure in question for the preceding concern and provide a written report of the
204 professional's finding.)*

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?
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
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
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
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?

☐ ☒ ☐

223 29. Is seller aware of any percolation tests or soil absorption rates being
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
228 foundation to another foundation? ☐ ☒ ☐

229 31. Is this property in a Planned Unit Development? Planned Unit Development
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 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
240 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

241
242 Transferor (Seller) Roger Hendrix

Date 7.17.12

Time 10:23

243 Transferor (Seller) Betsy W. Hendrix

Date 7.17.12

Time 10:35

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

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

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.

