

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1	PROPERTY ADDRESS 3332 Oswego Rd. SELLER'S NAME(S) Steve + Lori Groot	CITY Crossville
2	SELLER'S NAME(S) Steve + Lori Groot	PROPERTY AGE 3 VIS.
3	DATE SELLER ACQUIRED THE PROPERTY 10-2008	DO YOU OCCUPY THE PROPERTY? Yes
4	IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE T	HE SELLER OCCUPIED THE PROPERTY?
5	(Check the one that applies) The property is a $\ \square$ site-built home	ne non-site-built home
6 7 8 9 10	The Tennessee Residential Property Disclosure Act requires sellers of units to furnish to a buyer one of the following: (1) a residential property disclaimer statement (permitted only where the but transfers may be exempt from this requirement (see Tenn. Code Ann buyers' and sellers' rights and obligations under the Act. A complete context of the co	perty disclosure statement (the "Disclosure"), or (2) a syer waives the required Disclosure). Some property in § 66-5-209). The following is a summary of the

- Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the best of the seller's knowledge as of the Disclosure date.
- 14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 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.
- 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes 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.
- 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).
- 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.
- 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.
- 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 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 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 44 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
 - 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.
 - 17. Sellers must disclose the presence of any known exterior injection well, the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

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

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

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

INSTRUCTIONS TO THE SELLER

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

A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

74		Range		Wall/Window Air Conditioning	Garage Door Opener(s) (Number of openers)
75		Ice Maker Hookup	ď	Window Screens	Garage Door Remote(s)
76		Oven		Fireplace(s) (Number) _/	Intercom
77	ď	Microwave		Gas Starter for Fireplace	TV Antenna/Satellite Dish (excluding components)
78		Garbage Disposal		Gas Fireplace Logs	Central Vacuum System and attachments
79		Trash Compactor		Smoke Detector/Fire Alarm	Spa/Whirlpool Tub
80		Water Softener		Patio/Decking/Gazebo	Hot Tub
81		220 Volt Wiring		Installed Outdoor Cooking Grill	Washer/Dryer Hookups
82		Sauna		Irrigation System	Pool In-ground Above-ground
83		Dishwasher		A key to all exterior doors	Access to Public Streets
84		Sump Pump	1 December 1	Rain Gutters	All Landscaping and all outdoor lighting
85		Burglar Alarm/Securi	ity S	ystem Components and controls	
86	П	Current Termite contr	ract	with	

87		Heat Pump	Unit#1			3	Age (Appro	ox)											
88		Heat Pump	Unit #2				Age (Appro	x)											
89		Heat Pump	Unit #3																	
90		Central Hea	ating Unit	#1		3				Electric		0	Ga	s	0	Otl	her			
91		Central Hea	ating Unit	#2						Electric			Ga			Otl				
92	<u> </u>	Central Hea	ting Unit	#3			A	-		Electric	;		Gas			Oth				
93		Central Air	Condition	ing #1		3			9	Electric			Gas			Oth				
94		Central Air	Condition	ing #2					3	Electric			Gas	5		Oth				
95		Central Air	Condition	ing #3		***************************************	Ag	ge E]	Electric			Gas	6		Oth	er			
96		Water Heate	er #1	-	3	Age	Ø	Elect	ric		Gas			Sola	ır		Other	ii		
97		Water Heate	er #2	***************************************		_Age		Electr	ric		Gas			Sola	r		Other			
98		Other										Oth	er							
99	Gara			ched		Not Att			(Carport										
100	Wate	er Supply	City			Well			I	Private		Utili	ity		Othe	er				
101	Gas	Supply	 Utili 	ty		Bottled				Other										
102	Was	te Disposal	□ City	Sewer		Septic T	ank		(Other										
103	Roof	(s): Type	compa	sition						Age	(app	rox)	:_3	yr	۶,					
104	Othe	r Items:																		
105 106	-									***************************************										
107																				
108	To th	e best of you	r knowled	lge, are a	any o	of the abo	ove N	OT in	one	rating c	ondi	tion?	•	-	, ,	VEC		2	NO	
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109 110 111 112		17			-											LES		6		
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109 110 111 112 113 114 115 116 117	If YE	S, then described Items: Le	ribe (attac	h addition	nal s	with the	Prop	sary):	re (e											
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109 110 111 112 113 114 115 116 117 118 119 120 121	Lease If leas B. A Interior Ceiling Floors Windo	ed Items: Lees are not as: RE YOU (Sor Walls	eased item Sumable, i ELLER) YES	s that ren	main Selle	with the	e Proponsibi	sary): erty an	re (e	e.g. secu y balance LFUNC oof Companies	rity s	DNS	ms, v	water Y	OF TES	THE	r system	ns, et	c.): VING?	
109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126	If YE Lease If leas B. A Interio Ceiling Floors Windo	es are not ass RE YOU (Sor Walls	eased item sumable, i YES	s that res	main Selle	with the	e Proponsibi	sary): erty an	Paris	be g. secu y balance LFUNC of Com- sement undationab	rity s	DNS	ms, v	ANY Y	OF TES	THE	FOL	ns, et	CNOW	
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Modified on 1/01/2011

			YES	NO	UNKNOWN			YES	NO	UNKNOWN
129	S	Sewer/Septic				Heat Pump			DE .	
130	E	Electrical System		Ø		Central Air Cond	litioning		₽′	
131 132		Exterior Walls				Double Paned or Window and/or I				D
133 134	II	f any of the above is	s/are marl	ked YES	, please explain:					
135 136						wners of which you a				
137					OF ANY OF THE		YES	NO	UNK	NOWN
138 139 140 141 142	1.	such as, but not l or chemical stora	imited to ge tanks,	: asbesto metham	which may be environs, radon gas, lead-bas, radon gas, lead-bas, phetamine, contaminate mold presence on	ased paint, fuel nated soil or				o .
143 144 145	2.	Features shared in not limited to, fer for use and maint	nces, and/	n with a	djoining land owners ways, with joint righ	s, such as walls, but ts and obligations		ď		
146 147	3.	Any authorized c property, or conti			lrainage or utilities a erty?	ffecting the	4			
148 149 150	4.				survey of the proper					
151 152	5.	Any encroachmer ownership interes			similar items that ma	ay affect your			,	٥
153 154	6.	Room additions, s repairs made with			ations or other altera mits?	tions or		Ð	i	
155 156	7.	Room additions, s repairs not in com			ations or other alterating codes?	tions or		Ø	I	3
157 158	8.	Landfill (compact thereof?	ed or othe	erwise) o	on the property or any	y portion		ď	C	3
159	9.	Any settling from	any cause	e, or slip	page, sliding or othe	r soil problems?		8		3
160	10.	Flooding, drainage	or gradi	ng probl	ems?					1
161	11.	Any requirement t	hat flood	insuranc	e be maintained on t	the property?		1		J
162	12.	Is any of the prope	rty in a fl	ood plai	n?					1
163 164 165 166 167 168 169	13.	foundation and/or if yes, please expla and any available of	basement in. If ned locument	? cessary, j s pertain	please attach an adding to these repairs/o	itional sheet		i de la companya della companya della companya de la companya della companya dell		
170 171 172 173 174		Property or structure tremors, wind, store If yes, please expla	m or woo	d destro		ds, landslides,		0		
175 176		If yes, has said dam	nage been	repaired	1?			0	er	/

				YES	NO	UNKNOWN	
177 178	1:	5. Any zoning violations, nonconforming uses and/or violations "setback" requirements?	of		D		
179	16	6. Neighborhood noise problems or other nuisances?			5		
180	17	7. Subdivision and/or deed restrictions or obligations?			Þ		
181 182 183 184	18	A Condominium/Homeowners Association (HOA) which has over the subject property? Name of HOA: Lake Tansi POA HOA Phone Number:	HOA Address:	d			
185		Special Assessments:	Transfer Fees:				
186 187		Management Company: Management Co. Address:	Phone:				
188 189	19	Any "common area" (facilities such as, but not limited to, poo courts, walkways or other areas co-owned in undivided interest					
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 or will affect the property?	which affects				
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 regardin information.		0			
198	23.	Any exterior wall covering of the structure(s) covered with ext			0	0	
199 200 201		insulation and finish systems (EIFS), also known as "synthetic If yes, has there been a recent inspection to determine whether has excessive moisture accumulation and/or moisture related de-	the structure	П	0		
202 203 204 205 206 207		(The Tennessee Real Estate Commission urges any buyer or se professional inspect the structure in question for the preceding professional's finding.) If yes, please explain. If necessary, please attach an additional	concern and pro				
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, ple	ease explain.		0		
211 212							
213 214 215 216		If septic tank or other private disposal system is marked under i 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		Is the property affected by governmental regulations or restriction approval for changes, use, or alterations to the property?	ons requiring		4	0	
219 220 221		Is this property in a historical district or has it been declared hist any governmental authority such that permission must be obtain certain types of improvements or aesthetic changes to the proper	ed before	0	Ø		
222 2	28.	Does this property have an exterior injection well located anywh	nere on it?		Ø		
223 2 224 225 226		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		₽ Z		

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	D. CERTIFICATION. I/We certify that the information herein, concerning the real property located at Crossville TN 3332 Oswego Rd.
240 241	is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to conveyance of title to this property, these changes will be disclosed in an addendum to this document.
242	Transferor (Seller X) Steven D. Shoot Date 9-21-2011 Time 2:55PM
243 244	Transferor (Seller X) Steven D. Shoot Date 9-21-2011 Time 2:55PM Transferor (Seller) Low Shoot Date 9-21-2011 Time 2:55PM
245 246 247 248	Parties may wish to obtain professional advice and/or inspections of the property and to negotiate appropriate provisions in the purchase agreement regarding advice, inspections or defects.
249 250 251	Transferee/Buyer's Acknowledgment: I/We understand that this disclosure statement is not intended as a substitute for any inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are evident by careful observation. I/We acknowledge receipt of a copy of this disclosure.
252	Transferee (Buyer) Date Time
253	Transferee (Buyer) Date Time
254 255 256	If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is entitled, upon request, to receive certain information regarding the administration of the condominium from the developer of the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

YES

NO

UNKNOWN

SELLERS FINAL PROPERTY DISCLOSURE

PR	ROPERTY ADDRESS 3332 Oswego Ri	,	city Crossville
	Pursuant to the disclosure requirements of Annotated, § 66-5-201, et seq., the undersigned	the "Tennessee Residential Prop Seller hereby supplements the Res	sidential Property Condition Disclosure
	NO CHANGES To the best of the knowledge, information and b same as it was when the Residential Property Co	elief of the undersigned, the condi ndition Disclosure form was prov	tion of the Property is substantially the ided to the Buyer.
	observed since the Residential Property Conditi in good faith to the best of Seller's knowledg	on Disclosure form was provided e, information and belief, and is	to the Buyer. This statement is given not intended to create warranties or
<u>CH</u>	IANGES REPORTED		
-			

			A CONTRACTOR OF THE CONTRACTOR
-			
dates	s indicated.	-	
7	Transferor (Seller) <u>Kou Groot</u>	Date	7-21-2011 Time 2:55 PM
7	Transferee (Buyer)	Date	Time
7	Transferee (Buyer)	Date	Time
	CH	Pursuant to the disclosure requirements of Annotated, § 66-5-201, et seq., the undersigned information previously furnished by Seller to Be the changes, if any are reported): NO CHANGES To the best of the knowledge, information and be same as it was when the Residential Property Co CHANGES TO REPORT The changes shown below, which may be mat observed since the Residential Property Condition in good faith to the best of Seller's knowledge guarantees which are not already made in the spechanges REPORTED CHANGES REPORTED IN WITNESS WHEREOF, the information hereon is conditionally determined by the conditional dates indicated. Transferor (Seller) Transferor (Seller) Transferor (Seller) Transferor (Buyer)	In witness where the information hereon is certified by Seller and acknowledge at sindicated. Transferor (Seller) Date Transferor (Seller) Linu Was When the information hereon is certified by Seller and acknowledge and selection of the server in the selection of the selection of the selection of the selection of the contract or the selection of the selection of the selection of the contract or the selection of the selection of the selection of the contract or the selection of the selection

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.



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