

## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

- 1 PROPERTY ADDRESS 100 Laurel Loop CITY Monterey  
2 SELLER'S NAME(S) DENNIS W & NANCY S BOWMAN PROPERTY AGE \_\_\_\_\_  
3 DATE SELLER ACQUIRED THE PROPERTY 1997 DO YOU OCCUPY THE PROPERTY? \_\_\_\_\_  
4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? \_\_\_\_\_  
5 (Check the one that applies) The property is a ☒ site-built home ☐ nonsite 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 inspection report, unless agreed to in  
22 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."**

69 **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          | <input type="checkbox"/> Wall/Window Air Conditioning              | <input type="checkbox"/> Garage Door Opener(s) and remotes. How Many?__              |
| 75 <input checked="" type="checkbox"/> Oven           | <input type="checkbox"/> Window Screens                            | <input type="checkbox"/> Intercom  |
| 76 <input checked="" type="checkbox"/> Microwave      | <input checked="" type="checkbox"/> Fireplace(s) (Number) <u>1</u> | <input checked="" type="checkbox"/> TV Antenna/Satellite Dish (excluding components) |
| 77 <input type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Gas Starter for Fireplace                 | <input type="checkbox"/> Central Vacuum System and attachments                       |
| 78 <input type="checkbox"/> Trash Compactor           | <input type="checkbox"/> Gas Fireplace Logs                        | <input type="checkbox"/> Spa/Whirlpool Tub   |
| 79 <input checked="" type="checkbox"/> Water Softener | <input type="checkbox"/> Smoke Detector/Fire Alarm                 | <input type="checkbox"/> Hot Tub   |
| 80 <input type="checkbox"/> 220 Volt Wiring           | <input checked="" type="checkbox"/> Patio/Decking/Gazebo           | <input type="checkbox"/> Sauna   |
| 81 <input checked="" type="checkbox"/> Washer/Dryer   | <input type="checkbox"/> Installed Outdoor Cooking Grill           | <input type="checkbox"/> Current Termite contract                                    |
| 82 <input checked="" type="checkbox"/> Hookups        |  |  |
| 83 <input checked="" type="checkbox"/> Dishwasher     | <input type="checkbox"/> Irrigation System                         | <input type="checkbox"/> Access to Public Streets                                    |
| 84 <input type="checkbox"/> Heat Pump                 | <input checked="" type="checkbox"/> Sump Pump                      | <input checked="" type="checkbox"/> All Landscaping and all outdoor lighting         |
| 85 <u>      </u> Age (Approx)                         | <input checked="" type="checkbox"/> Burglar Alarm/Security System  | <input checked="" type="checkbox"/> A key to all exterior doors                      |
| 86 <u>      </u> Components and controls              | <input type="checkbox"/> Rain Gutters                              |  |
| 87  | <input type="checkbox"/> Pool                                      | <input type="checkbox"/> In-ground <input type="checkbox"/> Above-ground             |





88 ☐ Central Heating      2 Age    ☒ Electric    ☐ Gas    ☐ Other  
 89 ☐ Central Air Conditioning      2 Age    ☒ Electric    ☐ Gas    ☐ Other  
 90 ☐ Water Heater      2 Age    ☒ Electric    ☐ Gas    ☐ Solar    ☐ Other \_\_\_\_\_  
 91 ☐ Other \_\_\_\_\_      ☐ Other \_\_\_\_\_  
 92 Garage      ☐ Attached    ☒ Not Attached    ☐ Carport  
 93 Water Supply    ☐ City    ☒ Well      ☐ Private    ☐ Utility    ☐ Other \_\_\_\_\_  
 94 Gas Supply      ☐ Utility    ☐ Bottled      ☐ Other  
 95 Waste Disposal    ☐ City Sewer    ☒ Septic Tank    ☐ Other \_\_\_\_\_  
 96 Roof(s): Type \_\_\_\_\_ Age (approx): \_\_\_\_\_  
 97 Other Items: \_\_\_\_\_  
 98 \_\_\_\_\_  
 99 \_\_\_\_\_  
 100 \_\_\_\_\_  
 101 To the best of your knowledge, are any of the above NOT in operating condition?      ☐ YES      ☐ NO  
 102 If YES, then describe (attach additional sheets if necessary):  
 103 \_\_\_\_\_  
 104 \_\_\_\_\_  
 105 \_\_\_\_\_  
 106 \_\_\_\_\_  
 107 \_\_\_\_\_  
 108 \_\_\_\_\_  
 109 **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):  
 110 \_\_\_\_\_  
 111 \_\_\_\_\_  
 112 \_\_\_\_\_

113 If leases are not assumable, it will be Seller's responsibility to pay balance.

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
115			<input checked="" type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
116	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
117	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
118	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
119	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
121	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
122	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
123	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
124	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Double Paned or Insulated Window and/or Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
125	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				

126 If any of the above is/are marked YES, please explain:  
 127 \_\_\_\_\_  
 128 \_\_\_\_\_  
 129 Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).  
 130 \_\_\_\_\_



	C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
131				
132	1. Substances, materials or products which may be environmental hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
133	such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
134	or chemical storage tanks, methamphetamine, contaminated soil or			
135	water, and/or known existing or past mold presence on the subject			
136	property?			
137	2. Features shared in common with adjoining land owners, such as walls, but	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
138	not limited to, fences, and/or driveways, with joint rights and obligations			
139	for use and maintenance?			
140	3. Any authorized changes in roads, drainage or utilities affecting the	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
141	property, or contiguous to the property?			
142	4. Any changes since the most recent survey of the property was done?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
143	Most recent survey of the property: <input type="checkbox"/> (check here if unknown)			
144				
145	5. Any encroachments, easements, or similar items that may affect your	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
146	ownership interest in the property?			
147	6. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
148	repairs made without necessary permits?			
149	7. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
150	repairs not in compliance with building codes?			
151	8. Landfill (compacted or otherwise) on the property or any portion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
152	thereof?			
153	9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
154	10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
155	11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
156	12. Is any of the property in a flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
157	13. Any past or present interior water intrusions(s), standing water within	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
158	foundation and/or basement?			
159	If yes, please explain. If necessary, please attach an additional sheet			
160	and any available documents pertaining to these repairs/corrections.			
161				
162				
163				
164	14. Property or structural damage from fire, earthquake, floods, landslides,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
165	tremors, wind, storm or wood destroying organisms?			
166	If yes, please explain (use separate sheet if necessary).			
167				
168				
169				
170	If yes, has said damage been repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
171	15. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
172	"setback" requirements?			
173	16. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
174	17. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
175	18. A Homeowners Association (HOA) which has any authority over the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176	subject property?			
177	Name of HOA: <u>Cumberland Lakes</u>			
178	Monthly Dues: <u>115.00</u>			
179	Transfer Fees: _____			
	HOA Address: _____			
	Special Assessments: _____			



202	If the same type of system is not used for all finished rooms, please explain.			
203				
204				
205				
206	25. If septic tank or other private disposal system is marked under item (A), does	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
207	it have adequate capacity and approved design to comply with present state			