

PERSONAL INTEREST DISCLOSURE & CONSENT

On occasion, a real estate licensee may become involved in a real estate transaction BOTH as a licensed real estate professional AND as a party — directly or indirectly — to the transaction. The Tennessee Real Estate Broker Licensing Act requires that a licensee's personal interest in any transaction be disclosed. Further, said Act requires the written consent of all parties to a transaction with regard to certain personal interests.

As used below:

- "Buyer" shall mean Buyer or Tenant.
- "Seller" shall mean Seller or Landlord.

DISCLOSURE AND CONSENT AS TO LICENSEE'S PERSONAL INTEREST:

[Pursuant to Section 62-13-403 (7)(A) of the Tennessee Real Estate Broker Licensing Act.

1. Nature of Interest. [Licensee to disclose nature of personal interest by checking appropriate box(es) below.]

The licensee's personal interest with regard to the sale of the property located at

Lot ~~26~~ 22 Mt Vernal

Rockwood

TN

37854

is as follows:

- ☒ the licensee is the seller/owner of this property;
- ☐ an immediate family member of the licensee is the seller of the property;
- ☐ any other individual, organization or business entity in which the licensee has a personal interest is the seller of the property.
- ☐ the licensee is a prospective buyer of the property.
- ☐ an immediate family member of the licensee is the prospective buyer of the property.
- ☐ any other individual, organization or business entity in which the licensee has a personal interest is a prospective buyer of the property.

2. Consent of Continued Involvement. [If Buyer and/or Seller consent to the licensee's continued involvement in the subject transaction, said consent shall be noted by checking the appropriate box below.]

☒ Buyer ☐ Seller

To Be Signed Prior to Execution of a Real Estate Contract:

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

[Signature]
LICENSEE
11/29/09 at 1 o'clock ☐ am/ ☒ pm
DATE

[Signature]
FIRM / COMPANY
410 N Kentucky ST Kingsh
ADDRESS:
PHONE: 865-376-2121 **FAX:** 865-375-1551

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

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm
DATE

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm
DATE

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

[Signature]
SELLER
11/29/09 at 1 o'clock ☐ am/ ☐ pm
DATE

[Signature]
SELLER
11/29/09 at 1 o'clock ☐ am/ ☐ pm
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 content 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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 F17 Personal Interest Disclosure and Consent

Modified 1/1/2008

Proposed Covenants, Conditions and Restrictions For

"Piney Creek Vistas"

671 Acres, Cumberland County, TN

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), is made and entered into on this ____ day of June, 2008, by _____ (hereinafter "Owner")

WITNESSETH:

WHEREAS, Owners own the real property ("Property") identified as _____ of record in the Register's Office for Cumberland County, Tennessee.

WHEREAS, Owner desires to maintain the beauty and integrity of the Property and to provide for the preservation of the values of the Property, and to this end, desire to subject the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof;

NOW THEREFORE, Owner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions hereinafter set forth.

1. **Term.** These covenants and restrictions are to take effect immediately, upon the recording in the Register's Office for Cumberland County, Tennessee, and shall be binding on all parties and all persons claiming under them until June 28, 2033. After such time period, said covenants shall be deemed automatically extended for successive periods of ten (10) years, unless and until an instrument signed by at least 29 of the owners of the Property subject to these covenants and restrictions has been recorded in the Register's Office for Cumberland County, Tennessee agreeing to change these covenant and restrictions in whole or in part. Each owner shall be entitled to one vote for each tract which he owns for the purposes of decision making on such matters affecting the enforcement of these restrictions or other matters that are of common interest to the owners of this subdivision; however, if a tract has more than one owner, the total number of owners of that tract shall constitute one vote. In the event of further sub-dividing, the new subdivision tracts must meet the same restrictions as provided herein, with each owner entitled to one pro rata share of vote of the original subdivision plat.
2. **Improvement to Tracts and Construction Standards.** Workmanship and materials must conform to the standard building practice for the State of Tennessee and shall meet the minimum requirements of the Federal Housing Authority. All construction shall be carried out in compliance with the laws, code rules and regulations of all applicable governmental agencies and authorities. Every structure shall fully comply with all laws and health regulations of the Cumberland County Health Department and State of Tennessee Health Department. No outside toilets shall be permitted except during the construction phase.
3. **Setbacks.** No structure shall be located on any tract nearer to the front lot line, the side lot line, or the rear lot line than the minimum building setback lines required by the applicable zoning regulations.
4. **Re-Subdividing.** Subject to these covenants and restrictions, re-subdividing is permitted provided re-subdividing of tracts is approved by local and/or State of Tennessee Planning Commission and local and/or State of Tennessee Health Department. In the event of further sub-dividing, the new subdivision tracts must meet the same restrictions as provided herein, with each owner entitled to one pro rata share of vote for each tract he owns of the subdivided tract for the purpose of decision making

on such matters affecting the enforcement of these restrictions or other matters that are of common interest to the owners of this subdivision

5. **Animals.** The intent is to restrict the use of animals for family use and enjoyment and to specifically prohibit other utilization of animals that would interfere with the development of the Property. No animals of any kind shall be kept or maintained on any tract for commercial or breeding purposes. A reasonable number of dogs, cats and no more than 1 horse or 1 cow per acre may be kept on each tract as long as they are kept for the use and enjoyment of the owner of said tract.
6. **Disposal of Trash; No Hazardous Substances; Refuse and Storage Areas.** No tract shall be used or maintained as a dumping ground for, or for the storage, keeping, or disposal of rubbish, junk, trash, garbage, motor vehicles of any nature, or other waste or hazardous substances. No junk, trash, or junk cars or boats that do not run on their own power are to be kept, stored or housed on any tract. Rubbish, trash, garbage, or other waste shall not be kept on any tract except for normal household rubbish, trash, garbage, and similar waste which shall be kept within closed sanitary containers temporarily prior to normal, regular collection. Garbage receptacles shall be in complete conformity with all sanitary rules and regulations. All requirements, standards, and resolutions of the public health authorities of the County of Cumberland, and the State of Tennessee must be adhered to.
7. **Temporary Structures.** No temporary building, trailer, bus, tent, shack, garage, camper, RV, camping unit, camping vehicle, barn, shed, outbuilding, or other building under construction shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence.
8. **Enforcement.** Enforcement of these covenants and restrictions shall be by any person or persons owning Property situated in said subdivision. If any Property owner, or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any Property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate or violating any such covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violation. In the event any Property owner retains counsel to enforce the covenants and restrictions, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received by parties in connection therewith shall constitute a lien upon the Property.

IN WITNESS WHEREOF, the said First Parties hereunder have executed this instrument the day and year first above written.

STATE OF TENNESSEE)

) SS:

COUNTY OF _____)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, _____, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this ____ day of _____, 2008

My Commission Expires: _____

NOTARY PUBLIC

**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION
PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM**

SEE ATTACHED
1/9.

Issued to: HELL, JACQUELINE
Owner, Developer, Contractor, Installer, Etc.
Location: 29 MT. VERNAL ROAD

Installation:
(K) 1. New Installation
() 2. Repair to Existing System
Establishment:
(K) 1. Residential: # Bedrooms 3
() 2. Other: _____ (specify)
Gal/Day _____

Evaluation Based Upon:
(X) 1. Soil typing by Soil Scientist
() a. General
(K) b. High Intensity
() c. Extra High Intensity
() 2. Soil Percolation Test
() 3. Environmental Specialist
Estimated Absorption Rate: 60 MPI

Approval based upon:
Statute No. T.C.A. 68-221-403
() (c) Percolation test
() (d) Grandfather clause Current standards except those specified
(X) (f) 12" (karst) and 6" (non-karst) buffer required

Type of System:
(K) 1. Conventional
() 2. Low Pressure Pipe
() 3. Mound
() 4. Lagoon
() 5. Large Diameter Graveless Pipe
() a. Sand backfill required
() 6. Other

() (i) 9" buffer required (24"-36" total soil depth)
() (k) Grandfather clause — meets June 30, 1990 standards (repair only)
() Other _____

This system shall consist of a two compartment septic tank holding 900 gallons, with 330 linear feet in 5+ trenches, 36 inches wide and 24" inches deep. (Depth of gravel: 12 inches)

*** DO NOT EXCEED 24" TRENCH DEPTH**
All installers of subsurface sewage disposal systems must hold a valid annual license from the Tennessee Department of Environment and Conservation.

Also required:

- () 1. Soil Improvement Practice (SIP)
- () 2. Flow Diversion Valve
- () 3. Sewage Pump
- () 4. Other: _____

The recipient of this permit agrees to construct or have constructed the above described system in accordance with T.C.A. 68-221-401 et. seq. and The Regulations To Govern Subsurface Sewage Disposal Systems. If any part of the system is covered before being inspected and approved, it shall be uncovered by the recipient of the permit at the direction of personnel of the Department of Environment and Conservation. Any cutting, filling or alterations of the soil conditions on the aforementioned property after this day may render this approval null and void.

Issued at CROSSVILLE Tennessee, in CUMBERLAND County
By Brian Hunter E.S. IV Date 6 OCT 2009
(Name and Title) (Date of Issue)

This permit is valid for 3 years from date of issue.

(NOT TO SCALE)

Notes

- * THE F.L. MUST BE INSTALLED IN THE SUITABLE SOIL AREA.
- * SHOOT GRADES AND ADJUST E.L. TO CONTOUR OF GROUND.
- * INSTALL F.L. 10' FROM UTILITIES, STRUCTURE AND PROP. LINES.
- * INSTALL F.L. 25' FROM CUT BANKS.

12" BACKFILL
12" AGGREGATE
24"
PROG. LINE
MT. VERNAL ROAD

* INSTALL THE F.L. AS SHOWN IN THE CROSS-SECTION OF A F.L. TRENCH.

X Crossover
--- SIP
--- Field Line
— Solid Line

Jacki,

This is what I came up with going Exist Point to Point
Let me know if this is OK. Planning on staking it wed.

Michael Lowe

5.33± Ac

(23)

5.38± Ac

(22)

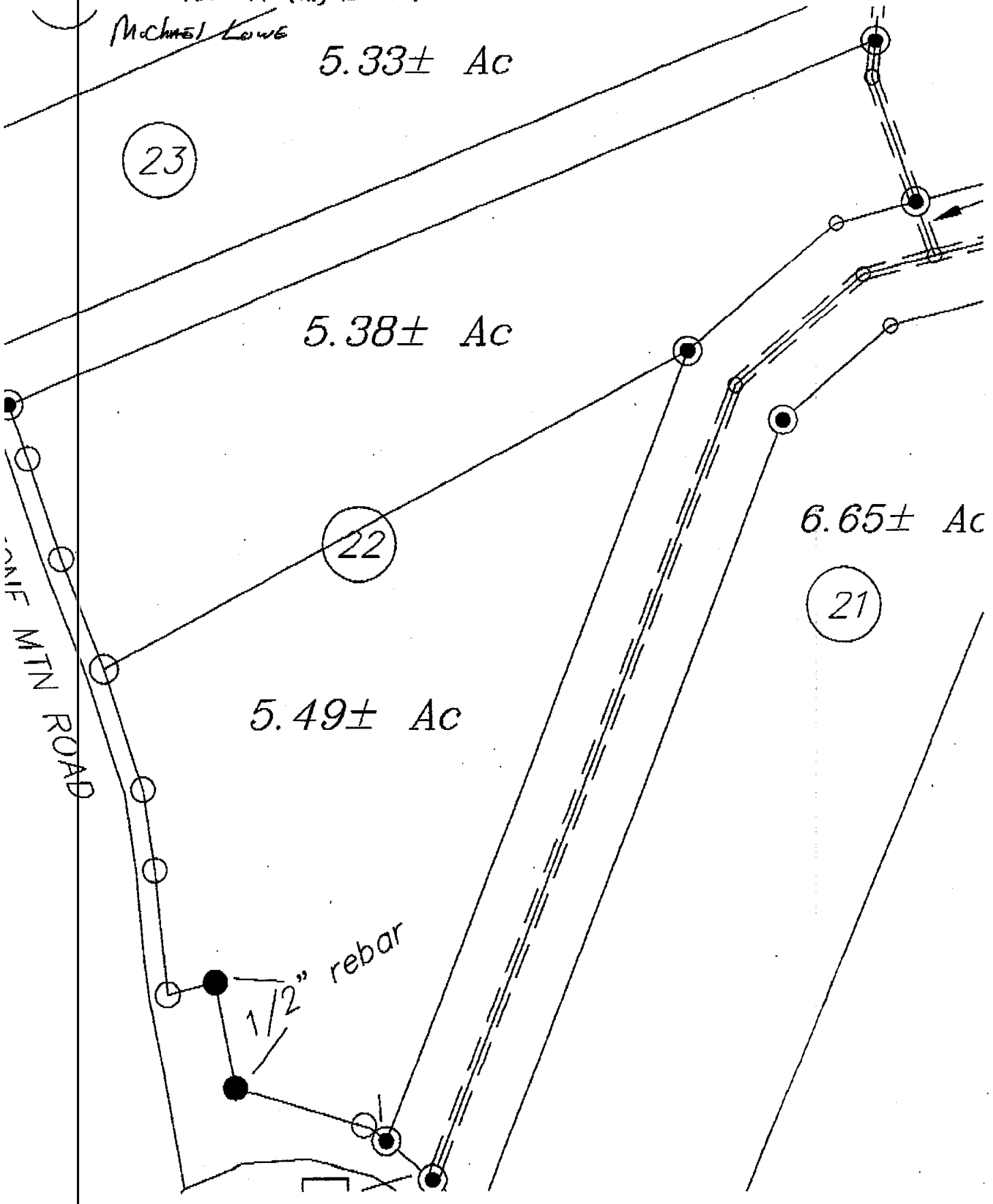
5.49± Ac

6.65± Ac

(21)

-NIF MTN ROAD

1/2" rebar



CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

29 MT. VERNAL RD Rockwood TN 37854

PROPERTY ADDRESS

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

OPTION I (for Listing Licensee)	OPTION II (for Selling Licensee)
LICENSEE NAME	LICENSEE NAME
in this consumer's current or prospective transaction, is serving as:	in this consumer's current or prospective transaction, is serving as:
<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).	<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).
<input type="checkbox"/> Agent for the Seller.	<input type="checkbox"/> Agent for the Seller.
<input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.	<input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.
<input checked="" type="checkbox"/> Designated Agent for the Seller.	<input type="checkbox"/> Designated Agent for the Seller.
	<input type="checkbox"/> Designated Agent for the Buyer.

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 an 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 Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

Acknowledgement of confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

<p>114 <u>[Signature]</u> 11/29/09</p> <p>115 Seller Signature Date</p>	<p>Buyer Signature Date</p>
<p>116 <u>[Signature]</u> 11/29/09</p> <p>117 Seller Signature Date</p>	<p>Buyer Signature Date</p>
<p>118 <u>Jacki Hill</u> 11/29/09</p> <p>119 Listing Licensee Date</p>	<p>Selling Licensee Date</p>
<p>120 <u>CB Jim Henry</u> 11/29/09</p> <p>121 Listing Company</p>	<p>Selling Company</p>

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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

29 Mt. VERNAL ROAD ROCKWOOD TN 37854 (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. The matters listed below are not an exclusive list of 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.tn.gov), 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. ENVIRONMENTAL 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 is not guaranteed. It is advised that you have a licensed appraiser determine actual square footage.



- 43 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
44 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
45 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things
46 happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion
47 (BPO), etc., while sometimes used to set an asking price, is not an appraisal.
- 48 8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised
49 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
50 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you not
51 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
52 for this information, even if acceptable to your lender.
- 53 9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
54 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
55 repair requirements and related issues need to be verified by the appropriate sources in writing. If your
56 projected use requires a zoning or other change, it is recommended that you either wait until the change is in
57 effect before committing to a property, or provide for this contingency in your Purchase and Sales
58 Agreement.
- 59 10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
60 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water
61 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be
62 verified by the appropriate sources in writing. You should have a professional check access and/or
63 connection to public sewer and/or public water source, and/or the condition of any septic system(s) and/or
64 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is
65 recommended that sellers and/or buyers request a copy of the information contained in the file for the
66 property maintained by the appropriate governmental permitting authority. If the file for this property cannot
67 be located or you do not understand the information contained in the file, you should seek professional advice
68 regarding this matter. For unimproved land, septic system capability can only be determined by using the
69 services of a professional soil scientist and verifying with the appropriate governmental authorities that a
70 septic system of the desired type, size and cost can be permitted and installed to accommodate the size home
71 that you wish to build.
- 72 11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that
73 you have a civil or geotechnical engineer, or other independent expert determine the risks of flooding,
74 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk
75 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the
76 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and
77 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 78 12. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
79 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
80 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
81 sources in writing.
- 82 13. **INFORMATION ABOUT CRIMES OR SEX OFFENDERS.** You should consult with local, state and
83 federal law enforcement agencies for information or statistics regarding criminal activity at or near the
84 property, or for the location of sex offenders in a given area.
- 85 14. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on
86 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the
87 property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate
88 licensees are not legal or tax experts, and therefore cannot advise you in these areas.
- 89 15. **RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
90 inspector, service provider or vendor named by the real estate licensees is done only as a convenience and a
91 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
92 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.

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm
Date

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm
Date

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

SELLER

11/29/09 at 1 o'clock ☐ am/ ☒ pm
Date

SELLER

11/29/09 at 1 o'clock ☐ am/ ☒ pm
Date

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