

# At Home Realty®

## TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

Property Address: 1211 Whipoorwill Dr Kingston Springs 37082  
Buyer:  
Seller: Shabrasta Trust

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.tn.gov/regboards/trec/law.shtml>. (See Tenn. Code Ann. § 66-5-201, et seq.)

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.
2. 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).
5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
6. 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.
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).
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).
11. Buyers are advised to include home, 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.
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).
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.

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17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), 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. 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."

The undersigned Seller of the property described as Shabruska Trust does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

- ☐ This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- ☐ This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure.
- ☐ This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- ☐ This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- ☐ This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- ☐ This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- ☐ This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity of one (1) or more of the transferors.
- ☐ This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- ☐ This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- ☐ This is a transfer of any property sold at public auction.
- ☐ This is a transfer of any property where the owner has not resided on the property at any time within three (3) years prior to the date of transfer.
- ☐ This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu of foreclosure or by a quitclaim deed.

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.

Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

**CHECK ALL THAT APPLY:**

YES NO UNKNOWN

1. ☐ YES ☒ NO ☐ UNKNOWN Seller knows of the presence of an exterior injection well on the Property.
2. ☐ YES ☒ NO ☐ UNKNOWN Seller knows that a single family residence located on Property has been moved from an existing foundation to another foundation.
3. ☐ YES ☒ NO ☐ UNKNOWN Seller knows of a percolation test(s) that has been performed on the Property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of test(s) are attached.
4. ☐ YES ☒ NO ☐ UNKNOWN Seller knows of soil absorption rate(s) that has been performed on the property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached.
5. ☐ YES ☒ NO ☐ UNKNOWN Seller knows of a sinkhole(s) present on the Property. A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the Property's recorded plat map."
6. ☐ YES ☒ NO ☐ UNKNOWN This Property is located 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." Upon request, Seller shall provide to buyers copies of the development's restrictive covenants, homeowner bylaws and master deed. Unknown is not an appropriate response under the statute.

Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

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 or the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

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

SELLER

2/28/19 at 1:02 o'clock ☐ am/ ☒ pm  
Date

SELLER

Date at o'clock ☐ am/ ☐ pm

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

BUYER

Date at o'clock ☐ am/ ☐ pm

BUYER

Date at o'clock ☐ am/ ☐ pm

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 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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## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

- 1 PROPERTY ADDRESS 1203 Whippoorwill Dr CITY Kingston Springs  
2 SELLER'S NAME(S) Shabnaska Trust PROPERTY AGE ~21 yrs  
3 DATE SELLER ACQUIRED THE PROPERTY 9/2017 DO YOU OCCUPY THE PROPERTY? Y  
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 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units  
7 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential  
8 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may  
9 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'  
10 rights and obligations under the Act. A complete copy of the Act may be found at <http://www.lexisnexis.com/hottopics/tncode/>  
11 (See Tenn. Code Ann. § 66-5-201, et seq.)  
12 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the  
13 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 information  
18 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-  
19 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 paid.  
24 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted  
25 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which  
26 had no effect on the physical structure of the property.  
27 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only  
28 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form  
29 (See Tenn. Code Ann. § 66-5-202).  
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31 court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the  
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35 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.  
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39 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).  
40 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer  
41 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.  
42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
43 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.

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**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:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Range            | <input type="checkbox"/> Wall/Window Air Conditioning    | <input checked="" type="checkbox"/> Garage Door Opener(s) (Number of openers <u>1</u> ) |
| <input checked="" type="checkbox"/> Window Screens   | <input checked="" type="checkbox"/> Oven                 | <input checked="" type="checkbox"/> Fireplace(s) (Number <u>1</u> )                     |
| <input type="checkbox"/> Intercom                    | <input checked="" type="checkbox"/> Microwave            | <input type="checkbox"/> Gas Starter for Fireplace                                      |
| <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Gas Fireplace Logs              | <input type="checkbox"/> TV Antenna/Satellite Dish                                      |
| <input type="checkbox"/> Trash Compactor             | <input type="checkbox"/> Smoke Detector/Fire Alarm       | <input checked="" type="checkbox"/> Central Vacuum System and attachments               |
| <input type="checkbox"/> Spa/Whirlpool Tub           | <input type="checkbox"/> Burglar Alarm                   | <input type="checkbox"/> Current Termite contract                                       |
| <input type="checkbox"/> Water Softener              | <input type="checkbox"/> Patio/Decking/Gazebo            | <input type="checkbox"/> Hot Tub  |
| <input type="checkbox"/> 220 Volt Wiring             | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input checked="" type="checkbox"/> Washer/Dryer Hookups                                |
| <input type="checkbox"/> Sauna                       | <input type="checkbox"/> Irrigation System               | <input checked="" type="checkbox"/> Pool  |
| <input checked="" type="checkbox"/> Dishwasher       | <input type="checkbox"/> A key to all exterior doors     | <input type="checkbox"/> Access to Public Streets                                       |
| <input type="checkbox"/> Sump Pump                   | <input checked="" type="checkbox"/> Rain Gutters         | <input type="checkbox"/> Heat Pump  |
| <input type="checkbox"/> Central Heating             | <input checked="" type="checkbox"/> Central Air          |   |
| <input checked="" type="checkbox"/> Water Heater     | <input checked="" type="checkbox"/> Electric             | <input type="checkbox"/> Gas  |
| <input type="checkbox"/> Other _____                 |  | <input type="checkbox"/> Solar  |
|  | <input type="checkbox"/> Other _____                     |   |
| Garage: <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Not Attached                    | <input type="checkbox"/> Carport  |
| Water Supply: <input type="checkbox"/> City          | <input type="checkbox"/> Well                            | <input type="checkbox"/> Private  |
| Gas Supply: <input type="checkbox"/> Utility         | <input type="checkbox"/> Bottled                         | <input checked="" type="checkbox"/> Utility   |
| Waste Disposal: <input type="checkbox"/> City Sewer  | <input checked="" type="checkbox"/> Septic Tank          | <input type="checkbox"/> Other _____  |
|  | <input type="checkbox"/> Other _____                     |   |

Roof(s): Type Shingle Age (approx): \_\_\_\_\_

Other Items: \_\_\_\_\_

To the best of your knowledge, are any of the above NOT in operating condition? ☐ YES ☒ NO

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95 If YES, then describe (attach additional sheets if necessary):  
96  
97  
98

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

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
101 Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102 Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
103 Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104 Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
105 Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
106 Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
107 Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
108 Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
109 Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
110 Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

111 If any of the above is/are marked YES, please explain:  
112

113 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:**

	YES	NO	UNKNOWN
114 1. Substances, materials or products which may be environmental hazards 115 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel 116 or chemical storage tanks, contaminated soil or 117 water, on the subject 118 property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
119 2. Features shared in common with adjoining land owners, such as walls, but 120 not limited to, fences, and/or driveways, with joint rights and obligations 121 for use and maintenance? <u>Fence</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
122 3. Any authorized changes in roads, drainage or utilities affecting the 123 property, or contiguous to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
124 4. Any changes since the most recent survey of the property was done? 125 Most recent survey of the property: _____ (Date)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
126 5. Any encroachments, easements, or similar items that may affect your 127 ownership interest in the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
128 6. Room additions, structural modifications or other alterations or 129 repairs made without necessary permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
130 7. Room additions, structural modifications or other alterations or 131 repairs not in compliance with building codes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
132 8. Landfill (compacted or otherwise) on the property or any portion 133 thereof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134 9. Any settling from any cause, or slippage, sliding or other soil problems?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	UNKNOWN <input type="checkbox"/>
135 10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
136 11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137 12. Property or structural damage from fire, earthquake, floods, or landslides? 138 If yes, please explain (use separate sheet if necessary).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

140 If yes, has said damage been repaired? \_\_\_\_\_

141 13. Is the property serviced by a fire department? \_\_\_\_\_  
142

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If yes, in what fire department's service area is the property located?

Kingston Springs - possibly 2

Is the property owner subject to charges or fees for fire protection, such as subscriptions, association dues or utility fees?

14. Any zoning violations, nonconforming uses and/or violations of "setback" requirements?

15. Neighborhood noise problems or other nuisances?

16. Subdivision and/or deed restrictions or obligations?

17. A Condominium/Homeworkers Association (HOA) which has any authority over the subject property?

Name of HOA:

HOA Phone Number:

Special Assessments:

Management Company:

Management Co. Address:

HOA Address:

Monthly Dues:

Transfer Fees:

Phone:

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

19. Any notices of abatement or citations against the property?

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

21. Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regarding payment information.

22. Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"?

If yes, has there been a recent inspection to determine whether the structure has excessive moisture accumulation and/or moisture related damage?

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

If yes, please explain. If necessary, please attach an additional sheet.

23. Is there an exterior injection well anywhere on the property?

24. 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.

25. Has any residence on this property ever been moved from its original foundation to another foundation?

26. 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.

27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map."

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198 **D. CERTIFICATION.** I/We certify that the information herein, concerning  
199 the real property located at

200 1263 Whippoorwill Dr  
201 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to  
202 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

203 Transferor (Seller) [Signature]

Date 2/28/19 Time 1:02 pm

204 Transferor (Seller) \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

205 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate  
206 appropriate provisions in the purchase agreement regarding advice, inspections or defects.  
207

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

211 Transferee (Buyer) \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

212 Transferee (Buyer) \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

213 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is  
214 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or  
215 the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

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## WORKING WITH A REAL ESTATE PROFESSIONAL

**Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):**

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and  
B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee's interest in such a referral or the fact that a referral fee may be received.

**In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an Agent or Designated Agent in a transaction:**

8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the Licensee and Licensee's client;
9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee's duties to a customer in the transaction; and
10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client by:
  - A) Scheduling all property showings on behalf of the client;
  - B) Receiving all offers and counter offers and forwarding them promptly to the client;
  - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the Licensee's expertise; and
  - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

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## AN EXPLANATION OF TERMS

- 41 **Facilitator/Transaction Broker (not an agent for either party).** The Licensee is not working as an agent for either party in  
 42 this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be  
 43 considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of,  
 44 "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a  
 45 written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time  
 46 as an agency agreement is established.]
- 47 **Agent for the Seller.** The Licensee's company is working as an agent for the property seller and owes primary loyalty to the  
 48 seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and  
 49 his/her company are legally bound to work in the best interests of any property owners whose property is shown to this  
 50 prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.
- 51 **Agent for the Buyer.** The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the  
 52 buyer, and will work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be  
 53 established without a written buyer agency agreement.
- 54 **Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as  
 55 an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency  
 56 status may only be employed upon full disclosure to each party and with each party's informed consent.
- 57 **Designated Agent for the Seller.** The individual Licensee that has been assigned by his/her Managing Broker and is working  
 58 as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees  
 59 in his/her company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the  
 60 Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or property owner. An  
 61 agency relationship of this type cannot, by law, be established without a written agency agreement.
- 62 **Designated Agent for the Buyer.** The individual Licensee that has been assigned by his/her Managing Broker and is working  
 63 as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company.  
 64 Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated  
 65 Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship of this  
 66 type cannot, by law, be established without a written agency agreement.
- 67 **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a  
 68 negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or  
 69 present a significant health risk to occupants of the property.
- 70 **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information  
 71 revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee  
 72 disclosed an agency relationship with that other party. AFTER the Licensee discloses that he/she has an agency relationship  
 73 with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other  
 74 party.

75 _____ 76 Unrepresented Party Signature                      Date	_____ Unrepresented Party Signature                      Date
77 _____ 78 Real Estate Licensee                      Date	_____ Real Estate Company                      Date



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## 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. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. 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:

1203 and 1211 Whippoorwill

Kingston Springs

TN 37082

### PROPERTY ADDRESS

**SELLER NAME:** The Shabruska Trust

**LICENSEE NAME:** Amanda L. Bell

**BUYER NAME:** \_\_\_\_\_

**LICENSEE NAME:** \_\_\_\_\_

in this consumer's current or prospective transaction is serving as:

☐ **Transaction Broker or Facilitator.**  
(not an agent for either party).

☐ **Seller is Unrepresented.**

☐ **Agent for the Seller.**

☒ **Designated Agent for the Seller.**

☐ **Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

in this consumer's current or prospective transaction is serving as:

☐ **Transaction Broker or Facilitator.**  
(not an agent for either party).

☐ **Buyer is Unrepresented.**

☐ **Agent for the Buyer.**

☐ **Designated Agent for the Buyer.**

☐ **Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

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, 3<sup>rd</sup> Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.**

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

 02/28/2019

Seller Signature The Shabruska Trust Date

Buyer Signature \_\_\_\_\_ Date

Seller Signature \_\_\_\_\_ Date

Buyer Signature \_\_\_\_\_ Date

Amanda L. Bell 02/28/2019

Listing Licensee Amanda L. Bell Date

Selling Licensee \_\_\_\_\_ Date

At Home Realty

Listing Company

Selling Company

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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

1203 and 1211 Whippoorwill Dr Kingston Springs TN 37082 (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.

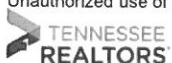
**3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home Inspectors of Tennessee Association ([www.hita.us](http://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 **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.

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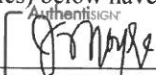


7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be verified by the appropriate sources in writing. You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the Property maintained by the appropriate governmental permitting authority. If the file for this Property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.
11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
12. **CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the Property with the State, County and city/town governments in which the Property is located. Condemnation proceedings could result in all or a portion of the Property being taken by the government with compensation being paid to the landowner.
13. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.
14. **INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.
15. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the Property, or

any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

**16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers 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 Buyer/Seller acknowledges 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 Buyer/Seller understands 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.	
 CLIENT/CUSTOMER ( <input checked="" type="checkbox"/> BUYER / <input type="checkbox"/> SELLER )	CLIENT/CUSTOMER ( <input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER )
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>

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## COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

This compensation agreement ("Agreement") is entered into this 27th day of February, 2019 and relates to:  
1203 Whippoorwill Kingston Springs TN 37082 ("Property")  
 and \_\_\_\_\_ ("Buyer").

The undersigned Listing Broker is to be paid real estate compensation by the seller upon the closing of the above stated Property. Listing Broker agrees to share its compensation with the undersigned Selling Broker as set forth below:

Listing Broker (Firm Name) At Home Realty

Listing Firm Address: 124 N. Main Street Ashland City TN 37015

Selling Broker (Firm Name) \_\_\_\_\_

Selling Firm Address: \_\_\_\_\_

Selling Broker shall receive the following compensation: \$ \_\_\_\_\_ or 3 % of the purchase price of the Property.

In addition, this Agreement is subject to the following terms and conditions:

1. This Agreement shall supersede any previous agreements entered into by the parties.
2. Listing Broker shall have no obligation to the Selling Broker for compensation relating to the above referenced Property, Buyer, and Selling Broker if the Purchase and Sale Agreement that Selling Broker is involved in does not close.
3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted solely from the licensee's broker that reduced the compensation.
5. Listing Broker shall have no obligation to pay above compensation to Selling Broker in the event that such is prohibited by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales, foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such order or instruction, Listing Broker shall only be obligated to pay Selling Broker the compensation which is permitted by such order or instruction. Listing Broker shall advise Selling Broker of any such order or instruction and with permission of both parties provide evidence of such as soon as possible.

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceeding paragraph, shall control:

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

Amanda L. Bell

By: Broker or Licensee Authorized by Broker At Home Realty  
 \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm **LISTING BROKER/FIRM**  
**Date** 2/28/2019 12:04:25 PM CST  
Amanda L. Bell **ADDRESS:** 124 N. Main Street  
**PRINT/TYPE NAME** **PHONE:** 615-792-6100 **FAX:** 615-792-6130  
**Email:** AMANDABELL@realtracs.com

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

By: Broker or Licensee Authorized by Broker **SELLING BROKER/FIRM**  
 \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
**Date** **ADDRESS:**  
**PRINT/TYPE NAME** **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

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RF702 – Compensation Agreement between Listing and Selling Broker, Page 1 of 1

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