

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 4820 Lunna Stone Road CITY Chapel Hill
 2 SELLER'S NAME(S) Mollie Sills PROPERTY AGE 4 years
 3 DATE SELLER ACQUIRED THE PROPERTY _____ DO YOU OCCUPY THE PROPERTY? YES
 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 on owner has not
 33 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
 34 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
 35 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
 36 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
 37 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller
 38 is not required to repair any such items.
 39 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
 40 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).



14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.

15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.

16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.

17. Sellers must disclose the presence of any known exterior injection well and 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.

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

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

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

INSTRUCTIONS TO THE SELLER

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

A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input checked="" type="checkbox"/> Garage Door Opener(s) and remotes. How Many? <u>2</u> |
| <input type="checkbox"/> Oven | <input checked="" type="checkbox"/> Window Screens | <input type="checkbox"/> Intercom |
| <input checked="" type="checkbox"/> Microwave | <input type="checkbox"/> Fireplace(s) (Number) _____ | <input checked="" type="checkbox"/> TV Antenna/Satellite Dish (excluding components) |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Gas Starter for Fireplace | <input type="checkbox"/> Central Vacuum System and attachments |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Gas Fireplace Logs | <input type="checkbox"/> Spa/Whirlpool Tub |
| <input type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Smoke Detector/ Fire Alarm | <input type="checkbox"/> Hot Tub |
| <input type="checkbox"/> 220 Volt Wiring | <input checked="" type="checkbox"/> Patio/Decking/Gazebo | <input type="checkbox"/> Sauna |
| <input type="checkbox"/> Washer/Dryer | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input type="checkbox"/> Current Termite contract |
| <input checked="" type="checkbox"/> Hookups | | |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Irrigation System | <input checked="" type="checkbox"/> Access to Public Streets |
| <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> All Landscaping and all outdoor lighting |
| ____ Age (Approx) | <input type="checkbox"/> Burglar Alarm/Security System | <input checked="" type="checkbox"/> A key to all exterior doors |
| | Components and controls | <input checked="" type="checkbox"/> Rain Gutters |
| | | <input type="checkbox"/> Pool <input type="checkbox"/> In-ground <input type="checkbox"/> Above-ground |



85 ☒ Central Heating 4 yrs Age ☒ Electric ☐ Gas ☐ Other
 86 ☒ Central Air Conditioning 4 yrs Age ☒ Electric ☐ Gas ☐ Other
 87 ☒ Water Heater 80 gal. 4 yrs Age ☒ Electric ☐ Gas ☐ Solar ☐ Other _____
 88 ☐ Other _____ ☐ Other _____

89 Garage ☒ Attached ☐ Not Attached ☐ Carport
 90 Water Supply ☐ City ☐ Well ☐ Private ☒ Utility ☒ Other _____
 91 Gas Supply ☐ Utility ☐ Bottled ☐ Other
 92 Waste Disposal ☐ City Sewer ☒ Septic Tank ☐ Other _____

93 Roof(s): Type Shingle Age (approx): 4 years
 94 Other Items: * Included in 10 acre sale only -
 95 Wall/window Alc. in concrete block bldg only.
 96 It is in working order.
 97 _____

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

99 If YES, then describe (attach additional sheets if necessary):
 100 _____
 101 _____
 102 _____
 103 _____
 104 _____
 105 _____

106 Leased Items: Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.).
 107 _____
 108 _____
 109 _____

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

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
113 Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
114 Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
115 Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
116 Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
117 Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
118 Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
119 Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
120 Sewer /Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
121 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"/>
122 Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Double Paned or Insulated Window and/or Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

123 If any of the above is/are marked YES, please explain:
 124 _____
 125 _____

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



128 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:** YES NO UNKNOWN

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



- | | YES | NO | UNKNOWN |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects or will affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Is any system, equipment or part of the property being leased?
If yes, please explain, and include a written statement regarding payment information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. 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?
<i>(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 findings.)</i>
If yes, please explain. If necessary, please attach an additional sheet. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24. Is heating and air conditioning supplied to all finished rooms?
If the same type of system is not used for all finished rooms, please explain. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 25. If septic tank or other private disposal system is marked under item (A), does it have adequate capacity and approved design to comply with present state and local requirements for the actual land area and number of bedrooms and facilities existing at the residence? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. Is the property affected by governmental regulations or restrictions requiring approval for changes, use, or alterations to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 27. Is this property in an historical district or has it been declared historical by any governmental authority such that permission must be obtained before certain types of improvements or aesthetic changes to the property are made? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

D. CERTIFICATION. I/We certify that the information herein, concerning the real property located at 4820 Lunn's Store Road, Chapel Hill, TN 37034 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to conveyance of title to this property, these changes will be disclosed in an addendum to this document.

Transferor (Seller) Mallie Ault Date 8/23/2009 Time 2:20 pm

Transferor (Seller) _____ Date _____ Time _____

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

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

Transferee (Buyer) _____ Date _____ Time _____

Transferee (Buyer) _____ Date _____ Time _____

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.



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