

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1	PROPERTY ADDRESS 325 Oak Hammock Lane	_ CITY _ FAITOURSVILLE
2	SELLER'S NAME(S) Hiram Fewox Betty A Fewox	PROPERTY AGE 22
3	DATE SELLER ACQUIRED THE PROPERTY05/11/2001 DO YOU OCCUPY	THE PROPERTY?yes
4	IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUI	PIED THE PROPERTY?
5	(Check the one that applies) The property is a № site-built home □ non-site	e-built home
6 7 8	The Tennessee Residential Property Disclosure Act requires sellers of residential real propert to furnish to a buyer one of the following: (1) a residential property disclosure statement (the property disclaimer statement (permitted only where the buyer waives the required Disclosur	"Disclosure"), or (2) a residential

rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

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.

be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'

- 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).
- 19 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 20 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.
- 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).
- 32 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.
- 35 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.
- 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.

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Version 01/01/2024

- 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.
- 17. Sellers must disclose the presence of any known exterior injection well, the 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 Disclosure, a Tennessee Residential Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

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

Buyers and Sellers should be aware that any sales agreement executed between the parties shall 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.

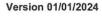
A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

71	Range	□ Wall/Window Air Conditioning	g	Garage Door Opener(s) (Number of openers)				
72	Window Screens	©/Oven		Fireplace(s) (Number) 1				
73	□ Intercom	Microwave		☐ Gas Starter for Fireplace				
74	Garbage Disposal	Gas Fireplace Logs		TV Antenna/Satellite Dish				
75	□ Trash Compactor	Smoke Detector/Fire Alarm		□ Central Vacuum System and attachments				
76	□ Spa/Whirlpool Tub	□ Burglar Alarm		□ Current Termite contract				
77	□ Water Softener	Patio/Decking/Gazebo		□ Hot Tub				
78	220 Volt Wiring	☐ Installed Outdoor Cooking Gri	11	₩asher/Dryer Hookups				
79	□ Sauna	□ Irrigation System		□ Pool				
80	Dishwasher	MA key to all exterior doors		Access to Public Streets				
81	□ Sump Pump	Rain Gutters		Heat Pump				
82	Central Heating	Central Air						
83	□ Other			□ Other				
84	Water Heater: Electric	□ Gas	□ Solar					
85	Garage: Attache	d 🗆 Not Attached	□ Carport					
86	Water Supply: City	□ Well	□ Private	□ Utility □ Other				
87	Gas Supply: Utility	□ Bottled	□ Other					
88	Waste Disposal: □ City Sev	wer Septic Tank	□ Other _					
89	Roof(s): Type 5H	INGLES		Age (approx): 22 YEAR 5				

90 Other Items:

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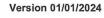


3 То	To the best of your knowledge, are any of the above NOT in operating condition?					on?		ES	Q	NO	
1 If 5 6 7	YES,	then describe	e (attach a	additiona	al sheets if necessa	ry):					
В.	. AR	E YOU (SEI	LLER) A	WARE	OF ANY DEFE	CTS/MALFUNCTIO	NS IN AN	Y OF T	THE FO	LLOW	VING?
			YES	NO	UNKNOWN			YES	NO	UNI	KNOWN
In	nterior	Walls		[]		Roof			D)		
C	eilings			₽ .		Basement			Ø		
Fl	loors			Q .		Foundation			D.		
W	/indow	'S		100		Slab			D/		
D	oors			S		Driveway			M		
In	sulatio	on		100		Sidewalks					
Pl	lumbin	g System		CT .		Central Heating	g		D2		
Se	ewer/S	eptic		De la		Heat Pump			D2		
		al System		E		Central Air Co	nditioning		1		
	xterior										
	any of	f the above is	s/are marl	ked YES	, please explain:						
C	. AR	E YOU (SE	LLER) A	WARE	OF ANY OF TH	IE FOLLOWING:	YES	NO	UN	KNOV	VN
C 1.	Sub sucl or c wat	estances, mate	erials or plimited to age tanks	products o: asbest	which may be en	IE FOLLOWING: vironmental hazards d-based paint, fuel	YES	NO	UN	IKNOV □	VN
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YES NO UNKNOWN

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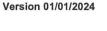


135 136 137 138	12.	Property or structural damage from fire, earthquake, floods, or If yes, please explain (use separate sheet if necessary).	landslides?		₽	
139 140 141 142 143	13.	If yes, has said damage been repaired? Is the property serviced by a fire department? If yes, in what fire department's service area is the property lohttps://tnmap.tn.gov/fdtn/) PARRUTTSVILLE FIRE DEPARTMENT Is the property covered which to charges or fees for fire protected.	T	Locator	can be found:	
144 145	72 72	Is the property owner subject to charges or fees for fire protect such as subscriptions, association dues or utility fees?			/	
146 147	14.	Any zoning violations, nonconforming uses and/or violations of "setback" requirements?	of			
148	15.	Neighborhood noise problems or other nuisances?			₽ ·	
149	16.	Subdivision and/or deed restrictions or obligations?			D	
150 151 152	17.	A Condominium/Homeowners Association (HOA) which has over the subject property? Name of HOA:	HOA Address:		50/	
153		Name of HOA: HOA Phone Number:	Monthly Dues: _			
154 155		Special Assessments:	Transfer Fees: _			
156		Management Company: Management Co. Address:	r none.			
157 158	18.	Any "common area" (facilities such as, but not limited to, poo courts, walkways or other areas co-owned in undivided interes	els, tennis st with others)?		₽ /	
159	19.	Any notices of abatement or citations against the property?				
160 161	20.	Any lawsuit(s) or proposed lawsuit(s) by or against the seller or shall affect the property?	which affects			
162 163 164 165 166	21.	Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regardin information.	ng payment		▼	
167	22.	Any exterior wall covering of the structure(s) covered with ex	terior	№		
168		insulation and finish systems (EIFS), also known as "synthetic	e stucco"?		/	
169 170		If yes, has there been a recent inspection to determine whether has excessive moisture accumulation and/or moisture related of			₩.	
171 172 173 174 175 176		(The Tennessee Real Estate Commission urges any buyer of professional inspect the structure in question for the preceding finding.) If yes, please explain. If necessary, please attach an additional	or seller who enc g concern and pro	ounters t vide a wr	his product to itten report o	o have a qualified f the professional's
177		Is there an exterior injection well anywhere on the property?			De /	
178 179 180		Is seller aware 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?			□	
181 182 183	25.	If yes, results of test(s) and/or rate(s) are attached. Has any residence on this property ever been moved from its of foundation to another foundation?	original			0

YES NO **UNKNOWN**

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TRANSACTIONS

184 185 186 187 188 189 190 191 192 193 194 195 196	27.	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. 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."		
197 198	28.	Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If		
199		yes, Buyer may have a future obligation to connect to the public sewer system.		
200	D.	CERTIFICATION. I/We certify that the information herein, concerning the		
201		real property located at		In 37843
202		325 Oak Hammock Lane Par is true and correct to the best of my/our knowledge as of the date signed. Should	rottsville	
203 204		conveyance of title to this property, these changes shall be disclosed in an adden	dum to this docur	ment
		conveyance of thic to this property, these changes shall be disclosed in an adden	10/28/24	17.40
205		Transferor (Seller) Transferor (Seller) Transferor (Seller) Date	e 010011	Time
206		Transferor (Seller) Betty O. Lewy Betty A Fewox Date	e 6/28/24	Time 12,40
207 208 209		Parties may wish to obtain professional advice and/or inspections of the appropriate provisions in the purchase agreement regarding advice,	e property and to	negotiate
210 211 212	ins	ansferee/Buyer's Acknowledgment: I/We understand that this disclosure statem pection, and that I/we have a responsibility to pay diligent attention to and inquire dent by careful observation. I/We acknowledge receipt of a copy of this disclosure.	about those mate	d as a substitute for any rial defects which are
213		Transferee (Buyer) Date		
214		Transferee (Buyer) Date the property being purchased is a condominium, the transferee/buyer is hereby	e	Time
215 216 217	ent	the property being purchased is a condominium, the transferee/buyer is hereby itled, upon request, to receive certain information regarding the administration of condominium association as applicable, pursuant to Tennessee Code Annotated §	f the condominiun	the transferee/buyer is n from the developer or

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® 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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