



SELLER'S PROPERTY CONDITION DISCLOSURE/EXEMPTION

1 Property Address: 3465 Clegg Drive Spring Hill TN 37174

2
3 Seller(s): Justin McNeese

4
5 The Tennessee Residential Property Disclosure Act requires Sellers of residential property (with one to four units) to provide either a
6 disclosure statement or a disclaimer statement (if the Buyer waives the disclosure). Certain transactions may be exempt (Tenn. Code
7 Ann. § 66-5-209). Below is a summary of key rights and obligations under the Act. A complete copy may be found at
8 <https://advance.lexis.com>: Title 66, Chapter 5- Conveyances of Property.

9
10 Sellers must disclose all known material defects to the best of their knowledge, at the time of the disclosure, and provide this
11 information to Buyers prior to an accepted Purchase Agreement. If there are changes in the property's condition before closing, Sellers
12 must inform the Buyers, or certify that no changes have occurred. Alternatively, per Tenn. Code Ann. § 66-5 204, Sellers may provide a
13 professional inspection report in lieu of answering all disclosure questions. Sellers are not required to conduct inspections or make
14 repairs unless specifically agreed upon in the Purchase Agreement. First sale of a dwelling must disclose any impact fees or facility
15 taxes paid. Additionally, new homes on septic systems cannot misrepresent bedroom the capacity.

16
17 Sellers are not obligated to reveal sensitive details, such as if anyone in the property had a disease, or whether there was a suicide,
18 homicide, or felony occurred on the property. However, all Sellers are required to disclose the presence of any known exterior wells,
19 sinkholes, results of percolation tests, if the Property is part of a Planned Unit Development, or if a single family residence on the
20 property has ever been moved from an existing foundation to another foundation. Sellers' statements are not reflective on any Real
21 Estate Licensee. Licensees are required to disclose known adverse facts.

22
23 Buyers are advised to include inspection contingencies in the contract, as the disclosure is not a warranty. Any necessary repairs for
24 disclosed defects must be negotiated and outlined in the Purchase Agreement. If the Buyer waives the disclosure, a disclaimer can be
25 provided instead. Buyers and Sellers should understand that any executed Purchase Agreement between the Parties will take
26 precedence over this form regarding the terms of sale, the property included, and any Seller obligations to repair items listed below or
27 the Buyer's obligation to accept them "as is." Remedies for misrepresentation may be available to Buyers under Tenn. Code Ann. § 66-
28 5-208.

29
30
31 **A. PROPERTY CONDITION DISCLOSURE EXEMPTION (if exemption does not apply, move to section B)**

- 32
33 By marking the box, the Seller informs the Buyer that the Property is being offered without a Residential Property Condition
34 Disclosure Statement, as allowed under the Tennessee Residential Property Disclosure Act. This transaction is exempt under
35 Tenn. Code Ann. § 66-5-209 for the following reason(s):
- 36 This transfer involves the first sale of a dwelling, where the builder provides a written warranty.
 - 37 This transfer is made solely between a spouse and direct family members.
 - 38 This transfer is of property where the owner hasn't lived for three years prior to the sale.
 - 39 This transfer is between spouses following a divorce or property settlement.
 - 40 This transfer is due to a court order, such as transfers related to estate administration, foreclosures, bankruptcy trustees,
41 eminent domain, or specific performance orders.
 - 42 This transfer is to a beneficiary of a deed of trust by a trustor or successor in default, or it involves a foreclosure sale by a
43 trustee or beneficiary, or a deed in lieu of foreclosure.
 - 44 This transfer is made by a fiduciary handling a decedent's estate, guardianship, conservatorship, or trust.
 - 45 This transfer is between co-owners of a property, whether it's held in joint tenancy, tenancy in common, or tenancy by the
46 entirety.
 - 47 This transfer is to or from a government entity or housing authority.
 - 48 This transfer is of property sold at public auction.
 - 49 This transfer is due to unpaid federal, state, or local taxes.
 - 50 This transfer is from a debtor in bankruptcy (chapter 7 or 13) to a creditor or third party, through a deed in lieu of
51 foreclosure or a quitclaim deed.

52
53 Buyers and Sellers are encouraged to seek legal counsel for any questions, as disclosure of Seller's knowledge of the condition of
54 the aforementioned property as of the date signed by the Seller(s) and is NOT a substitute for any inspections or warranties the
55 Buyer may wish to obtain. This is not a warranty of any kind by Seller(s) or Seller's Agent.

- 60 Seller is disclosing the following:** (to be completed for both exempt and non-exempt properties)
- 61 1. Are there any exterior injection wells located on the property? Yes No Unknown
- 62 2. Is the Seller aware of any percolation tests or soil absorption
- 63 rates conducted on the property that were reviewed or accepted
- 64 by the Tennessee Department of Environment and Conservation? Yes No Unknown
- 65 If so, the results of the tests and/or rates are attached.
- 66 3. Has any residence on the property ever been relocated from its
- 67 original foundation to another foundation? Yes No Unknown
- 68 4. Is the property located in a Planned Unit Development (PUD)? Yes No Unknown
- 69 Per Tenn. Code Ann. § 66-5-213, a PUD is defined as "an area of
- 70 land, controlled by one (1) or more landowners, to be developed
- 71 under unified control or unified plan of development for a number
- 72 of dwelling units, commercial, educational, recreational or industrial
- 73 uses, or any combination of the foregoing, the plan for which does
- 74 not correspond in lot size, bulk or type of use, density, lot coverage,
- 75 open space, or other restrictions to the existing land use regulations."
- 76 (Note: "Unknown" is not an acceptable answer under the law).
- 77 5. Is there a sinkhole on the property? Yes No Unknown
- 78 Per Tenn. Code Ann. § 66-5-212(c), A sinkhole is defined as is a
- 79 subterranean void caused by the dissolution of limestone or dolostone,
- 80 leading to surface subsidence and marked by contour lines on the
- 81 property's recorded plat map. Disclosure is required even if the sinkhole
- 82 is not indicated on the map.
- 83 6. Was a permit for a subsurface sewage disposal system for the property
- 84 issued during a sewer moratorium under Tenn. Code Ann. § 68-221-409? Yes No Unknown
- 85 If yes, Buyer may be required to connect to the public sewer system in the future.

86

87 The Buyer is informed that the Seller makes no representations or warranties, either express or implied, regarding the condition of

88 the property or any improvements, except in cases where the transfer is the initial sale of a home by a builder offering a written

89 warranty, or as required by Tenn. Code Ann. §§ 66-5-212 and 66-5-213.

90

91 **B. PROPERTY CONDITION DISCLOSURE**

92

93 **FOR NON-EXEMPT PROPETIES, SELLER IS REQUIRED TO DISCLOSE KNOWLEDGE OF THE FOLLOWING:**

94 **Seller Instructions:** Seller is to complete form in its entirety by answering each question to the best of your knowledge.

95

96 Property age: 20 years Date Seller acquired ownership: 11/17/2022

97 Seller is not occupying property: N/A If unoccupied, how long since the Seller(s) has occupied? N/A

98

99 **The Subject Property includes the Items indicated below:**

- 100 Central Air- Age: 3 Central Heating- Age: 3 Heat Pump- Age: _____ Intercom
- 101 Wall/Window Air Conditioning Garbage Disposal Trash Compactor Irrigation
- 102 Smoke/Fire Detectors Woodburning Fireplace Gas Fireplace Logs Garbage Disposal
- 103 Washer/Dryer Connections Range/Stove Oven Microwave
- 104 Dishwasher Ice Machine Trash Compactor Window Screens
- 105 Water Softener Dehumidifier Sump Pump Rain Gutters
- 106 220 Volt Wiring Satellite/Dish Spa/Hot Tub Sauna
- 107 Pool Decking/Gazebo Irrigation System Security System
- 108 Installed Outdoor Grill Termite Contract Central Vacuum/attachments Exterior Door Keys
- 109 Garage Door Openers- # 2 Other: _____ Other: _____

110

111 Roof Type: Shingle Approximate Age: 3 years

- 112
- 113 Garage: Attached Detached Carport
- 114 Gas Supply: Utility Bottled Other: N/A
- 115 Waste Disposal: City Sewer Septic Tank Other
- 116 Water Heater: Electric Gas Solar
- 117 Water Supply: City Private Utility Well Other
- 118 Other Items: _____

119

120 Are any of the above items not in operating condition? Yes No

121 Please describe: _____

122 **Are Sellers aware of any defects or failures in any of the following items?**

This form is approved and revised in 2024 by the League Professional Real Estate Consultants with legal counsel, which disclaims any liability out of use or misuse of this form. This form is for use by Licensed Real Estate Professionals. All clients have the right to seek legal and tax advice.

- 123 Basement Yes No Unknown
- 124 Central Air Yes No Unknown
- 125 Ceilings Yes No Unknown
- 126 Windows Yes No Unknown
- 127 Electrical System Yes No Unknown
- 128 Heat Pump Yes No Unknown
- 129 Interior Walls Yes No Unknown
- 130 Insulation Yes No Unknown
- 131 Sewer/Septic Yes No Unknown
- 132 Driveway Yes No Unknown

- Slab Yes No Unknown
- Central Heat Yes No Unknown
- Doors Yes No Unknown
- Floors Yes No Unknown
- Plumbing System Yes No Unknown
- Foundation Yes No Unknown
- Exterior Walls Yes No Unknown
- Roof Yes No Unknown
- Sidewalks Yes No Unknown

134 Explain any items marked "Yes": _____

137 **Are Sellers aware of the following items:**

- 138 1. Any leases on the property? (use of structures, fields, systems, etc.) Yes No Unknown

139 Explain: _____

- 140 2. Shared features in common with adjoining landowners? (walls/fences/driveways) Yes No Unknown

- 141 3. Any encroachments or easements? Yes No Unknown

- 142 4. Any alterations for room additions, structural modifications, or repairs made Yes No Unknown
- 143 without obtaining the proper permits?

- 144 5. Any alterations or repairs not in compliance with building codes? Yes No Unknown

- 145 6. Any soil problems from settling, sliding, etc.? Yes No Unknown

- 146 7. Any flooding, grading, or drainage issues? Yes No Unknown

- 147 8. Is flood insurance required? Yes No Unknown

- 148 9. Any changes to the most recent survey? Yes No Unknown

- 149 10. Any landfills located on the property? Yes No Unknown

- 150 11. Any structural/property damage from earthquakes, fire, floods or landslides? Yes No Unknown

151 Identified items: _____

- 152 12. Have any identified items been repaired? Yes No Unknown

- 153 13. Any subdivision or deed restrictions? Yes No Unknown

- 154 14. Any noise or nuisances? Yes No Unknown

- 155 15. Any environmental hazards? (asbestos, lead, radon, fuel storage tanks, etc.) Yes No Unknown

- 156 16. Any exterior walls covered with synthetic stucco? Yes No Unknown

157 If yes, have there been recent inspections to ensure there is no
158 moisture related issues or damages?

- Yes No Unknown

159 If yes, Explain: _____

- 160 17. Any nonconforming uses, set back requirements or zoning violations? Yes No Unknown

- 161 18. Any citations against the property? Yes No Unknown

- 162 19. Any current/proposed lawsuits, involving the seller, which affects the property? Yes No Unknown

163 Explain: _____

- 164 20. Is the property serviced by a Fire Department? Yes No Unknown

165 If yes, what is the Department # or service area? _____

166 If the property is subject to dues/fees for fire protection, explain? _____

- 167 21. Is there any Homeowners Association with authority over listed property? Yes No Unknown

168 HOA Name: _____ Contact Name: _____

169 HOA Phone: _____ Address: _____

170 Management Company: _____ Phone: _____

171 Management Company Address: _____

172 Monthly Dues: _____ Transfer Fees: _____ Special Assessments: _____

- 173 22. Any common areas co-owned in undivided interest with others, Yes No Unknown
- 174 such as a pool(s), tennis courts, walkways, etc.?

175 Explain: _____

177 Seller(s) hereby affirms the information herein, concerning the real property at the aforementioned property address, is
178 accurate and truthful to the best of my/our knowledge as of the date of signing. In the event that any circumstances change
179 prior to the transfer of title, such changes will be promptly disclosed in an addendum to this document.

180 Seller: Justin Mcneese Justin McNeese Date: 02/19/25 Time: 10:36 PM

182 Seller: _____ Date: _____ Time: _____
183 Seller: _____ Date: _____ Time: _____
184

185 **Notes to Buyer:** If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you,
186 you are urged to consider soil and groundwater testing of this property. Per Tenn. Code Ann. § 66-27-502, if the property being
187 purchased is a condominium, the Buyer is given notice that they are entitled to request any and all information regarding administration
188 of the condominium from the developer or association, as applicable.

189 **Buyer's Acknowledgement:** I/We understand that this property disclosure is not intended to substitute any inspections and material
190 defects not identified herein.

191 Buyer: _____ Date: _____ Time: _____

192 Buyer: _____ Date: _____ Time: _____
193 Buyer: _____ Date: _____ Time: _____