

No. 1 Quality Realty

TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 4179 Old Livingston Highway Celina TN 38551

2 Seller: Mike McClain

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
7 rights and obligations under the Act. A complete copy of the Act may be found at: <http://www.tn.gov/regboards/trec/law.shtml>.
8 (See Tenn. Code Ann. § 66-5-201, et seq.)

- 9 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
10 the best of the seller's knowledge as of the Disclosure date.
- 11 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 12 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
13 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 14 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
15 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code
16 Ann. § 66-5-204).
- 17 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 18 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
19 agreed to in the purchase contract.
- 20 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 21 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
22 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
23 had no effect on the physical structure of the property.
- 24 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
25 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
26 (See Tenn. Code Ann. § 66-5-202).
- 27 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
28 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the
29 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 30 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
31 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
32 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 33 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
34 not required to repair any such items.
- 35 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
36 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 37 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
38 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 39 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
40 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 41 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
42 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
43 disposal system permit.

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44 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results
 45 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the
 46 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
 47 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development’s restrictive
 48 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
 49 ever been moved from an existing foundation to another foundation.

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

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

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

64 The undersigned Seller of the property described as 4179 Old Livingston Highway TN 38551 does
 65 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as
 66 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209
 67 for the following reason(s):

- 68 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration
 69 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a
 70 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 71 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
 72 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
 73 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
 74 the real property by a deed in lieu of foreclosure.
- 75 This is a transfer by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship
 76 or trust.
- 77 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
 78 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
 79 in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding
 80 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 81 This is a transfer made by virtue of the record owner’s failure to pay federal, state or local taxes.
- 82 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 83 This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity
 84 of one (1) or more of the transferors.
- 85 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 86 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 87 This is a transfer of any property sold at public auction.
- 88 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
 89 prior to the date of transfer.
- 90 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
 91 of foreclosure or by a quitclaim deed.

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

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

99 **ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:** YES NO UNKNOWN

- 100 1. Is there an exterior injection well anywhere on the property?
- 101 2. Is seller aware of any percolation tests or soil absorption rates being
 102 performed on the property that are determined or accepted by
 103 the Tennessee Department of Environment and Conservation?
 104 If yes, results of test(s) and/or rate(s) are attached.
- 105 3. Has any residence on this property ever been moved from its original
 106 foundation to another foundation?
- 107 4. Is this property in a Planned Unit Development? Planned Unit Development
 108 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
 109 controlled by one (1) or more landowners, to be developed under unified control
 110 or unified plan of development for a number of dwelling units, commercial,
 111 educational, recreational or industrial uses, or any combination of the
 112 foregoing, the plan for which does not correspond in lot size, bulk or type of
 113 use, density, lot coverage, open space, or other restrictions to the existing land
 114 use regulations." Unknown is not a permissible answer under the statute.
- 115 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.
 116 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
 117 limestone or dolostone strata resulting from groundwater erosion, causing a
 118 surface subsidence of soil, sediment, or rock and is indicated through the
 119 contour lines on the property's recorded plat map."
- 120 6. Was a permit for a subsurface sewage disposal system for the Property issued
 121 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If
 122 yes, Buyer may have a future obligation to connect to the public sewer system.

NOTE: This home was moved to this location

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

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

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

131 Mike McClain

132 **SELLER Mike McClain** **SELLER**

133 03/07/22 at 9:59 AM o'clock am/ pm _____ at _____ o'clock am/ pm

134 **Date** **Date**

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

136 _____

137 **BUYER** **BUYER**

138 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

139 **Date** **Date**

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. 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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 5 (the "Disclosure"), or (2) a residential property disclaimer statement (permitted only where the buyer waives the required
 6 Disclosure). Some property transfers may be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following
 7 is a summary of the buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at:
 8 <http://www.lexisnexis.com/hottopics/tncode/>. (See Tenn. Code Ann. § 66-5-201, et seq.)

- 9 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the
 10 best of the seller's knowledge as of the Disclosure date.
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 47 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development’s restrictive
 48 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
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 52 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition
 53 Disclosure, Tennessee Residential Property Condition Disclaimer Statement or a Tennessee Residential Property Condition
 54 Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any
 55 legal questions they may have regarding this information or prior to taking any legal actions.

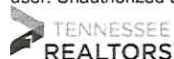
56 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide
 57 information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information
 58 contained in the disclosure is the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

61 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
 62 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
 63 been moved from an existing foundation to another foundation, and whether the Sellers have knowledge of any percolation
 64 tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of
 65 Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers,
 66 pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit
 67 Development and upon request, provide buyers with a copy of the development’s restrictive covenants, homeowner bylaws
 68 and master deed.

69 ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
70 1. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
71 2. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
72 performed on the property that are determined or accepted by			
73 the Tennessee Department of Environment and Conservation?			
74 If yes, results of test(s) and/or rate(s) are attached.			
75 3. Has any residence on this property ever been moved from its original	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
76 foundation to another foundation? <i>yes</i>			
77 4. Is this property in a Planned Unit Development? Planned Unit Development	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
78 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,			
79 controlled by one (1) or more landowners, to be developed under unified control			
80 or unified plan of development for a number of dwelling units, commercial,			
81 educational, recreational or industrial uses, or any combination of the			
82 foregoing, the plan for which does not correspond in lot size, bulk or type of			
83 use, density, lot coverage, open space, or other restrictions to the existing land			
84 use regulations." Unknown is not a permissible answer under the statute.			
85 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
86 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of			
87 limestone or dolostone strata resulting from groundwater erosion, causing a			
88 surface subsidence of soil, sediment, or rock and is indicated through the			
89 contour lines on the property's recorded plat map."			
90 6. Was a permit for a subsurface sewage disposal system for the Property issued	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
91 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If			
92 yes, Buyer may have a future obligation to connect to the public sewer system.			

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

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96 RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

97 NOTE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to
98 its condition, except as otherwise provided in the Purchase Contract; otherwise, complete and sign the RESIDENTIAL
99 PROPERTY CONDITION DISCLOSURE form.


100 Property Address/Legal Description:
101 **On Deed.**
102

103 The undersigned Seller(s) of the real property described above makes no representations or warranties as to the condition of
104 the real property or any improvements thereon other than those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212
105 and 66-5-213. Buyer(s) will be receiving the real property "as is", that is, with all defects which may exist, if any, except as
106 otherwise provided in the real estate Purchase Contract.

107 SELLER(S) ACKNOWLEDGEMENT

108 The Seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of
109 their rights and obligations under the Tennessee Residential Property Disclosure Act.

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

111  _____
112 SELLER SELLER
113 03/07/22 at 9:59 AM o'clock am/ pm _____ at _____ o'clock am/ pm
114 Date Date

115 BUYER(S) ACKNOWLEDGEMENT

116 A disclaimer statement may only be permitted where the purchaser waives the required disclosure under
117 Tenn. Code Ann. § 66-5-202. Buyers acknowledge that by signing below they are waiving their statutory
118 right to the Sellers Property Condition Disclosure. The Buyer(s) acknowledges receipt of this disclaimer
119 statement and further acknowledges that they have been informed of their rights and obligations under the Tennessee
120 Residential Property Disclosure Act.

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

122 _____
123 BUYER BUYER
124 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
125 Date Date

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

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