

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1	PROPERTY ADDRESS 118 Maupin Circle	CITY Shelbyville							
2	SELLER'S NAME(S)Joseph Watkins and Leena Ogle	PROPERTY AGE	1999	Buil					
3	DATE SELLER ACQUIRED THE PROPERTY 4/30/2020 DO YOU OCCUPY	THE PROPERTY?	YES	-					
4	IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED.	PIED THE PROPERT	Y? N/A	-					
5	(Check the one that applies) The property is a site-built home non-site	e-built home		-					
6 7 8 9	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.lexisnexis.com/hottopics/tncode/ (See Tenn. Code Ann. § 66-5-201, et seq.)								
2	1. Sellers must disclose all known material defects and must answer the questions on the Di	sclosure form in good f	faith to the						

- 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.
- 14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 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).
- 20 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 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.
- 23 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).
- 33 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.
- 36 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is37 not required to repair any such items.
- 38 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).
- 40 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.

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- 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, 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.

	President to the J F	,	-		1	-			
71	A., THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:								
72	Range	Wall/Window Air Condition	oning	Garage D	oor Opener(s) (Num	nber of openers	3)		
73	Window Screens	Oven		Fireplace	(s) (Number)				
74	Intercom	Microwave		Gas Starte	er for Fireplace				
75	Garbage Disposal	Gas Fireplace Logs		TV Anter	nna/Satellite Dish				
76	Trash Compactor	Smoke Detector/Fire Alarr	n	Central V	acuum System and	attachments			
77	Spa/Whirlpool Tub	Burglar Alarm		Current T	ermite contract				
78	Water Softener	Patio/Decking/Gazebo		Hot Tub					
79	220 Volt Wiring	Installed Outdoor Cooking	Grill	Washer/D	Oryer Hookups				
80	Sauna	☐ Irrigation System		Pool					
81	Dishwasher	A key to all exterior doors		Access to	Public Streets				
82	Sump Pump	Rain Gutters		Heat Pur	ıp				
83	Central Heating	Central Air							
84	Other			Other			2		
85	Water Heater: Electri	ic Gas	Solar						
86	Garage: Attach	ned Not Attached	Carpon	rt					
87	Water Supply: City	Well	Private	Utility	Other				
88	Gas Supply: Utility	Bottled	Other						
89	Waste Disposal City S	ewer Septic Tank	Other						
90	Roof(s): Type	ACHITECTURAL	SHING	LE	Age (approx):	APR12	2023		

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91 92 93					AC/HEAT	PAMP UNITS 4 2023	- FE.	B 20	23		
94		-	-		-	in operating condition?	? [YE	S	⋈ NO	
95 96	If Y	YES, then describ	oe (attach	addition	al sheets if necessary	y):					
97											
98							100000000000000000000000000000000000000				
99	В.	ARE YOU (SI	ELLER)	AWARE	OF ANY DEFECT	rs/malfunctions	IN ANY	OF T	HE FO	LLOWING	?
			YES	NO	UNKNOWN		1	YES	NO	UNKNOV	WN
100	Inte	erior Walls		X,		Roof			X		
101	Cei	ilings		Ø		Basement			X		
102	Flo	ors				Foundation					
103	Wi	ndows		X		Slab					
104	Do	ors		X		Driveway					
105	Ins	ulation		X		Sidewalks					
106		mbing System		区		Central Heating					
107		ver/Septic		X		Heat Pump					
108		ctrical System		X		Central Air Condi	tioning				
109		erior Walls		\square							
110	If a	ny of the above i	s/are mar	ked YES	s, please explain:	c. 22 2 - 20	7	10			Con u co . n.
111	0	ADE VOLUSE	W NEI	AWADE	OF ANY OF THE	<i>SUPPORT BEY</i> FOLLOWING:	VES VES	NO	H H	<u>YHUUUN</u>	SILUCIARE
112	1.				which may be envir				UIV.	Bertinson .	(No ITEMES
113 114 115 116 117	1.		limited to	o: asbes	tos, radon gas, lead-l			×			
118 119 120	2.		ences, an	d/or driv	adjoining land owne eways, with joint rig	rs, such as walls, but hts and obligations					
121 122	3.	Any authorized property, or con			drainage or utilities perty?	affecting the		X			
123 124	4.	Any changes sin Most recent sur			nt survey of the property:	•	ck here if	unknow	m)		
125 126	5.	Any encroachm ownership inter			or similar items that it?	may affect your		X			
127 128	6.	Room additions repairs made wi			ications or other alter ermits?	rations or					
129 130	7.	Room additions repairs not in co			ications or other alterilding codes?	rations or		X			
131	8.	Landfill (compathereof?	cted or o	therwise) on the property or a	any portion		X			
132 133 134 135		Any settling fro Flooding, drains	age or gra	ding pro	lippage, sliding or ot blems?			XX			

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136 137	12.	Property or structural damage from fire, earthquake, floods, or landslides? If yes, please explain (use separate sheet if necessary).	YES	NO	UNKNOWN
138 139					
140 141 142 143 144	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 located? (Fire D https://tnmap.tn.gov/fdtn/) BEDFORD COUNTY FIRE		tor can be	e found:
145 146		Is the property owner subject to charges or fees for fire protection, such as subscriptions, association dues or utility fees?		X	
147 148	14.	Any zoning violations, nonconforming uses and/or violations of "setback" requirements?		X	
150	16.	Neighborhood noise problems or other nuisances? Subdivision and/or deed restrictions or obligations? A Condominium/Homeowners Association (HOA) which has any authority			
152 153 154	.,.	over the subject property? Name of HOA: HOA Phone Number: HOA Address Monthly Due	ss:		
155 156 157		Special Assessments: Transfer Fee Management Company: Phone: Management Co. Address:	·	σ	
158 159	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)	?	X	
160		Any notices of abatement or citations against the property? Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects or will affect the property?		X X	
164 165	21.	Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regarding payment information.		X	
166 167					
168 169	22.	Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"?		\bowtie	
170 171		If yes, has there been a recent inspection to determine whether the structure has excessive moisture accumulation and/or moisture related damage?			
172 173 174 175		(The Tennessee Real Estate Commission urges any buyer or seller who professional inspect the structure in question for the preceding concern and finding.) If yes, please explain. If necessary, please attach an additional sheet.	encounte l provide d	rs this pr n written n	roduct to have a qualified report of the professional's
176 177					
178 179 180		Is there an exterior injection well anywhere on the property? Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by		X	
181 182 183 184	25.	the Tennessee Department of Environment and Conservation? If yes, results of test(s) and/or rate(s) are attached. Has any residence on this property ever been moved from its original foundation to another foundation?		X	

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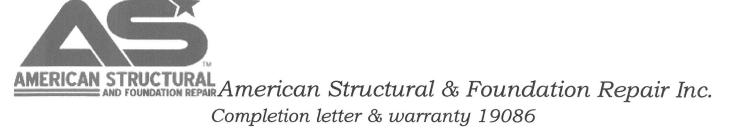
			YES	NO	UNKNOWN				
185	26.	Is this property in a Planned Unit Development? Planned Unit Development		X					
186		is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of lan							
187		controlled by one (1) or more landowners, to be developed under unified control							
188		or unified plan of development for a number of dwelling units, commercia							
189		educational, recreational or industrial uses, or any combination of the							
190		foregoing, the plan for which does not correspond in lot size, bulk or type							
191		use, density, lot coverage, open space, or other restrictions to the existing lan							
192		use regulations." Unknown is not a permissible answer under the statute.							
193	27.	Is a sinkhole present on the property? A sinkhole is defined pursuant to Ten	n. 🔲	\square					
194		Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution							
195		limestone or dolostone strata resulting from groundwater erosion, causing							
196		surface subsidence of soil, sediment, or rock and is indicated through the							
197		contour lines on the property's recorded plat map."							
198	28.	Was a permit for a subsurface sewage disposal system for the Property issued	1 🗆	Ø / L	MKNOWN				
199		during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If		_/ -					
200		yes, Buyer may have a future obligation to connect to the public sewer system	n.						
201	D.	CERTIFICATION. I/We certify that the information herein, concerning the	ne						
202		real property located at							
203		118 Maupin Circle, Shelbyville, TN 37160							
204		is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to							
205		conveyance of title to this property, these changes will be disclosed in an add	lendum to	, ,	nent.				
206		The state of the s	Date 9	5/23	Time 9 PM				
207		Transferor (Seller)	Date 9/.	5/23	Time 9:01 PM				
208		Parties may wish to obtain professional advice and/or inspections of	f the prope	erty and to	negotiate				
209		appropriate provisions in the purchase agreement regarding adv							
210									
211		nsferee/Buyer's Acknowledgment: I/We understand that this disclosure sta							
212	insp	ection, and that I/we have a responsibility to pay diligent attention to and inqu	aire about 1	those mate	rial defects which are				
213	evid	ent by careful observation. I/We acknowledge receipt of a copy of this dis	closure.						
214		Transferee (Buyer)	Date		Time				
215		Transferee (Buyer)	Date		Time				
216	If th	e property being purchased is a condominium, the transferee/buyer is here	by given i	notice that	the transferee/buyer is				
217	entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or								
218	the o	condominium association as applicable, pursuant to Tennessee Code Annotate	ed §66-27-	502.					

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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Start with a Firm Foundation Start with American Structural & Foundation Repair Inc.



Contracted Party:

May 10, 2019

Phone: 615-809-8727

Lisa North

Job Address: 118 Maupin Circle, Shelbyville, TN

Re: Completion letter and warranty

To Whom it May Concern,

American Structural & Foundation Repair Inc. has completed the following:

Floor Supplementation

• Installed a 3-ply 2x6x22' drop girder for portion of the kitchen and dining room.

- Installed a wall support beam under the left and right walls of the dining room.
- Installed 5 piers for the new drop girder & 2 piers for the right and left walls of dining room.

• 5 year warranty

Piers: 6x6 pressure treated bearing on poured concrete footings

Drop girders: 3-ply 2x6

Transferable Warranty: May 11, 2019 - May 11, 2024

Warranty stays with the home. Warranty covers repair, adjustment, or replacement of installed systems if it is determined they have failed. Warranty for floor supplementation does not cover against damage due to poor moisture control. Warranty does not cover any consequential damage do to water entry or failure of any system installed.

Jim Grunow
President
American Structural & Foundation Repair Inc.
www.americanstructural.us
615-809-8727

American Structural & Foundation Repair Inc. 2105 Missionary Way, Murfreesboro, TN 37129

Start with a Firm Foundation Start with American Structural & Foundation Repair Inc.



Contracted Party: May 27, 2020

Lisa North

Job Address: 118 Maupin Circle, Shelbyville, TN

Re: Inspect ridge in floor and work performed in May 2019

Findings:

Ridge in floor across the front of the home approximately 10' off the front foundation wall. This ridge is directly over the front main girder. Since the main girder is not directly under a wall, any deflection of the joists to the front or rear of the girder creates a slight ridge.

Note: in 2019 this office was asked to address the most significant slope in the floor.

This office performed the following and this work is performing as intended:

Floor Supplementation

- Installed a 3-ply 2x6x22' drop girder supported by 5 piers for the rear wall of the dining room. This wall sits approximately 4' off the main girder.
- Installed new floor joists flush to the sub-floor directly under the left and right walls of the dining. The walls were bearing on the sub-floor between joists. Added a pier to support the new joists.
- Lifted to better level the floor. **
- 5 year warranty

Piers: 6x6 pressure treated bearing on poured concrete footings

Drop girders: 3-ply 2x6

**Most importantly this is a stabilization procedure. The cause of the slope in the floor for the work area has been eliminated and the slope is greatly reduced. Since the floor is stabilized in the work area the floor can be leveled from above.

Phone: 615-809-8727

American Structural & Foundation Repair Inc. 2105 Missionary Way, Murfreesboro, TN 37129

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