TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT

1 Property Address: TBD Greenbrook Circle Unicoi TN 37692
2 Seller: Kevin Hurley Anna Hurley

- 3 The Tennessee Residential Property Disclosure Act (Tenn. Code Ann. § 66-5-201, et seq.) requires sellers of residential real
- 4 property with one to four dwelling units to furnish to a buyer one of the following: (1) a residential property disclosure statement
- 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 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.
- 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).
- 17 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 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.
- 20 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).
- 27 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 three (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, 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.
- 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.
- 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).
- 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.

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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, Tennessee Residential Property Condition Disclosure, 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.

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

69	AF	RE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
70	1.	Is there an exterior injection well anywhere on the property?		X	
71	2.	Is seller aware of any percolation tests or soil absorption rates being		X	
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		X	
76		foundation to another foundation?			
77	4.	Is this property in a Planned Unit Development? Planned Unit Development		X	
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.		X	
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." This disclosure is required			
90		regardless of whether the sinkhole is indicated through the contour lines on the			
91		property's recorded plat map.			
92	6.	Was a permit for a subsurface sewage disposal system for the Property issued		ıX	
93	٠.	during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If		ω.	
94		yes, Buyer may have a future obligation to connect to the public sewer system.			

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."

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98	RESIDENTIAL PROPERT	Y DISCLAIMER STATEMENT				
99 100 101	NOTE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the Purchase Contract; otherwise, complete and sign the RESIDENTIAL PROPERTY CONDITION DISCLOSURE form.					
102 103 104	Property Address/Legal Description: Parcel ID: 005C A 026.00					
105 106 107 108	The undersigned Seller(s) of the real property described above makes no representations or warranties as to the condition of the real property or any improvements thereon other than those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Buyer(s) shall be receiving the real property "as is", that is, with all defects which may exist, if any, except as otherwise provided in the real estate Purchase Contract.					
109 110 111	SELLER(S) ACKNOWLEDGEMENT The Seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under the Tennessee Residential Property Disclosure Act.					
112 113	The party(ies) below have signed and acknowledge receipt	DōcūSigned by: UNU HURI, EU				
114 115 116	SELLER 6/15/2025 06:25 PDT at o'clock □ am/ □ pm Date	SELLER 6/14/2025 16:50 PDT at o'clock □ am/ □ pm Date				
117 118 119 120 121	Tenn. Code Ann. § 66-5-202. Buyers acknowledge right to the Sellers Property Condition Disclosure	ere the purchaser waives the required disclosure under that by signing below they are waiving their statutory e. The Buyer(s) acknowledges receipt of this disclaimer informed of their rights and obligations under the Tennessee				
123 124	The party(ies) below have signed and acknowledge receipt	t of a copy.				
125	BUYER	BUYER				
126 127	at o'clock □ am/ □ pm	at o'clock □ am/ □ pm				
128 129		nsferee/buyer is hereby given notice that the transferee/buyer is ing the administration of the condominium from the developer or				

the condominium association, as applicable, pursuant to Tennessee Code Annotated § 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. 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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