

RealtyCenter.com

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1	PROPERTY ADDRESS 1426 Windbrook Drive CITY Hixson
2	SELLER'S NAME(S) Michael Del Burchia Michael D. Bucchia Ruenkeow Del Burchia PROPERTY AGE 1987
3	DATE SELLER ACQUIRED THE PROPERTY 6/15/10 DO YOU OCCUPY THE PROPERTY? 405
4	IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? —
5	(Check the one that applies) The property is a site-built home non-site-built home
6 7 8 9 0 1	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.state.tn.us/commerce/boards/trec/index.shtml .

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- 12 Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to 13 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 15 occurred since the time of the initial Disclosure, or certify that there are no changes. 16
- 17 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. 18 Code Ann. § 66-5-204). 19
- 20 Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 21 Sellers are not required to repair any items listed on the disclosure form or on any past or future inspection report unless 22 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 23 7. 24 paid.
- 25 Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be 26 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or 27 occurrence which had no effect on the physical structure of the property.
- 28 Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form 29 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure 30 form (See Tenn. Code Ann. § 66-5-202).
- 31 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public 32 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not 33 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
- 34 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon, 35 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
- 37 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller 38 is not required to repair any such items.
- 39 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a 40 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).



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- 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to 41 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such 42 43 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.
 - 17. Sellers must disclose the presence of any known exterior injection well, 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 licensec(s) prior to the completion or reviewing of a Tennessee Residential Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or 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 will 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.

73 A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

74		Range	Ċ	Wall/Window Air Conditioning		Garage Door Opener(s) (Number of openers)
75	19	Ice Maker Hookup		Window Screens 2 yestairs most	2	2 Garage Door Remote(s)
76	2	Oven	13horan	Fireplace(s) (Number)		Intercom
77		Microwave		Gas Starter for Fireplace	□	TV Antenna/Satellite Dish (excluding components)
78		Garbage Disposal	Ŋ	Gas Fireplace Logs		Central Vacuum System and attachments
79		Trash Compactor		Smoke Detector/Fire Alarm		Spa/Whirlpool Tub
80		Water Softener		Patio/Decking/Gazebo		Hot Tub
81		220 Volt Wiring		Installed Outdoor Cooking Grill	13	Washer/Dryer Hookups
82	□	Sauna		Irrigation System		Pool In-ground Above-ground
83	Politica	Dishwasher		A key to all exterior doors		Access to Public Streets
84		Samp Pump		Rain Gutters	₽	All Landscaping and all outdoor lighting
85		Burglat Alarm/Securi	ity Sy	stem Components and controls		
86		Current Termite cont	ract v	vith (ecminix		

FEDEX OFFICE

87	□ Heat Pump Ur	1it #1		A	ge (App	prox)								
88	ப Heat Pump Un	nit #2		Age (Approx)										
89	D Heat Pump Un	1it #3		A										
90	Central Heatin		7 7	Age	_	Electric	_	Gas		Otl	ner			
91	Central Heatin	g Unit #2		7	Age	_	Electric		Gas		Otl			
92	Central Heatin	g Unit #3		-	Age		Electric		Gas		Otl			
93	Central Air Co	nditioning #	#1	?	Age				Gas	_	Oth			
94	Central Air Co	nditioning #	#2	7	Age		Electric		Gas		Otl			
95	□ Central Air Co	nditioning #	#3		Agc		Electric		Gas	_	Oth			
96	Water Heater #	±1	7	Age		ectric		Gas		Solar				
97	□ Water Heater #	 ‡2				ectric		Gas		Solar				
98	Other						_							
99		Attached		Not Atta			Carport	(thro	سامه	COURC	110	C	ادماه ادما	Larea)
100	Water Supply 🖪	City	□	Well										~vienj
101	Gas Supply	Utility		Bottled			Other	_	-		_			
102	Waste Disposal			Septic T	ank	0	Other							
103	Roof(s): Type						Age	(approx):					
104 105	Other Items:													
106 107														
	To the best of your	knowledge,	, аге алу	of the abo	ove NO	T in o	perating o	condition	?	ū	YE	S	∡ N	0
107	To the best of your If YES, then describ					_	perating o	condition	7	ū	YE	S	√ N	О
107 108 109 110 111 112 113 114		be (attach ac	dditional	sheets if	necessa	uy):								
107 108 109 110 111 112 113 114 115 116 117 118	If YES, then describ	be (attach ac	dditional	sheots if	necessa e Propei	rty are	· (c.g. sec	urity sys						
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Contral Heating

			YES	NO	UNKNOWN			YES	NO	UNKNOWN	1
129	Sev	ver/Septie	Ь	-	Ö	Heat Pump					•
130	Blo	etrical System			Ľ	Central Air Condi	itioning	0		Ω	
131 132	Ext	terior Walls		G.	a	Double Paned or I Window and/or D					
133 134	If a	ny of the above is Time leak in a	s/are mar APSTANT S	ked YES Mastac	, please explain: Ceiling . Roof shi	agles (small ant) blow		<u> </u>	Takinas	Drivewayo	racked.
135 136 137	Ple	ase describe any : <u>A power vent</u>	repairs m	ade by yo	ou or any previous	owners of which you are	c aware (use sepa	urate she	ect if necessary)	
138 139 140 141 142	1.	such as, but not or chemical stor	limited to age tanks	: asbest , methan	which may be envi os, radon gas, lead- phetamine, contan ast mold presence c	based paint, fuel ninated soil or		⊡ rere			
143 144 145	2.		ences, and	l/or drive		ers, such as walls, but ghts and obligations	Ü		•		
146 147	3.	Any authorized property, or con-			drainage or utilities perty?	affecting the	П	H			
148 149 150	4.	Any changes sin Most recent surv	ce the movey of the	ost recent property	t survey of the prop v: (check here if	erty was done? unknown)	Ö	<u> </u>			
151 152	5.	Any encroachme			r similar items that	may affect your	ㅁ				
153 154	6.	Room additions, repairs made wit			cations or other alte rmits?	rations or	ם	6	•		
155 156	7.	Room additions, repairs not in co			cations or other alte	rations or				ū	
157 158	8.	Landfill (compa- thereof?	cted or ot	herwise)	on the property or	any portion	□	ď		D	
159	9.	Any settling from	n any car	ıse, or sli	ppage, sliding or o	her soil problems?					
160	10.	Flooding, draina	ge or gra	ding prol	olems?			<u> </u>		П	
161	11.	Any requirement	t that floc	d insurai	nce be maintained o	on the property?	0			ū	
162	12.	Is any of the pro	perty in a	flood pla	ain?			2			
163 164 165 166 167 168 169	13.	foundation and/o If yes, please exp and any available	or baseme plain. If r c docume	nt? tecessary ents perta	intrusions(s), stand or, please attach an a ining to these repai ceiling of up	dditional sheet				a	
170 171 172 173 174 1 75	14.	tremors, wind, st If yes, please exp	orm or w olain (use	ood desu separate	n fire, earthquake, f roying organisms? sheet if necessary) New off Sever			Ċ			
176		If yes, has said d	amage be of worl	en repair	red? h insurance com	pay for resolution.				- American	

				YES	NO	UNKNOWN
177 178	15	Any zoning violations, nonconforming uses and/or violations of "setback" requirements?		Ü	R.	0
179	16.	Neighborhood noise problems or other nuisances?		Ö	-	
180	17.	Subdivision and/or deed restrictions or obligations?			12	П
181 182	18.	A Condominium/Homeowners Association (HOA) which has any autover the subject property?	thority	O		
183		Name of HOA: Valleybrack-Windbrook Inc. HOA	Address:	?		
184 185		HOA Phone Number: 923-842-7774 Month	ily Dues:	Annual	- \$60	40
186		LHOHe:	cr rees:			·
187		Management Co. Address;				
188 189	19.	Any "common area" (facilities such as, but not limited to, pools, tenn courts, walkways or other areas co-owned in undivided interest with or	is others)?	Ü	<u> </u>	b
190	20.	Any notices of abatement or citations against the property?			G.	
191 192	21.	Any lawsuit(s) or proposed lawsuit(s) by or against the seller which a or will affect the property?	ffects	CÌ		Ĺ
193 194 195 196 197	22.	Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regarding paym information.	ient	Ö		^a
198 199	23.	Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"	'' 7		B.	0
200 201		If yes, has there been a recent inspection to determine whether the stra has excessive moisture accumulation and/or moisture related damage?	icture	İ		<u>[*</u>]
202 203 204 205 206 207		(The Tennessee Real Estate Commission urges any buyer or seller wh professional inspect the structure in question for the preceding concer professional's finding.) If yes, please explain. If necessary, please attach an additional sheet.	o encoun rn and pro	ters this povide a w	product t ritten rej	o have a qualified nort of the
208 209 210 211 212	24.	Is heating and air conditioning supplied to all finished rooms? If the same type of system is not used for all finished rooms, please ex	plain.	d	ū	
213 214 215 216	25.	If septic tank or other private disposal system is marked under item (A it have adequate capacity and approved design to comply with present and local requirements for the actual land area and number of bedroom facilities existing at the residence?	state		⊡	
217 218	26.	Is the property affected by governmental regulations or restrictions recapproval for changes, use, or alterations to the property?	Juiring	□		
219 220 221		Is this property in a historical district or has it been declared historical any governmental authority such that permission must be obtained bef certain types of improvements or aesthetic changes to the property are	ore	۵		e e
222	28.	Does this property have an exterior injection well located anywhere on	it?			CRYMMEN.
223 224 225 226		Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? If yes, results of test(s) and/or rate(s) are attached.			O	II.

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			XES	NO	UNKNOWN
227 228	30. Ha	as any residence on this property ever been moved from its original undation?	D	₹	
229 230 231 232 233 234 235 236 237	oor cor cor of lyp exi	this property in a Planned Unit Development? Planned Unit Development defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, ntrolled by one (1) or more landowners, to be developed under unified ntrol or unified plan of development for a number of dwelling units, numercial, educational, recreational or industrial uses, or any combination the foregoing, the plan for which does not correspond in lot size, bulk or to of use, density, lot coverage, open space, or other restrictions to the string land use regulations." Unknown is not a permissible answer under estatute.	54	ם	
238 239 240 241 242	is t cor Tra	ERTIFICATION. I/We certify that the information herein, concerning the 26 Windbrook Drive, Hixson, TN 37343 rue and correct to the best of my/our knowledge as of the date signed. Show the surprise of title to this property, these changes will be disclosed in an addednsferor (Seller) Michael De Bucchia	uld any o	of these co	onditions change prior to
243 244	Tra :	Michael DerBucchia msferor (Seller) Jener Mean Dol Buchia Ruenkaow Del Buahia	atc 12	1 11	Time 9:00 an
245 246 247 248		Parties may wish to obtain professional advice and/or inspections of appropriate provisions in the purchase agreement regarding advice	the prop	erty and t	to negotiate defects.
249 250 251	mapeem	eree/Buyer's Acknowledgment: I/We understand that this disclosure state on, and that I/we have a responsibility to pay diligent attention to and inqui- by careful observation. I/We acknowledge receipt of a copy of this discl	re about	not intend those ma	led as a substitute for an terial defects which are
252	7'ra	nsferec (Buyer) Da	ate		Time
253	Tra	nsferee (Buyer)De	ate		
254 255 256	If the prentitled,	coperty being purchased is a condominium, the transferce/buyer is hereby upon request, to receive certain information regarding the administration of cominium association as applicable, pursuant to Tennessee Code Annotated	given	notice the	nt tha transfer - (:

423--877-0153

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SELLERS FINAL PROPERTY DISCLOSURE

257	PROPERTY ADDRESS 1426 Windbrook Drive	CITY	Hixson
258 259 260 261	Pursuant to the disclosure requirements of the "Tennessee Residential In Annotated, § 66-5-201, et seq., the undersigned Seller hereby supplements the information previously furnished by Seller to Buyer, as follows (Seller[s] initiative changes, if any are reported):	Posidontial Department 🔿	t" Tennessee Code
262 263 264	NO CHANGES To the best of the knowledge, information and belief of the undersigned, the cases as it was when the Residential Property Condition Disclosure form was presented in the case of the ca	ondition of the Property provided to the Buyer.	is substantially the
265 266 267 268 269	CHANGES TO REPORT The changes shown below, which may be material to the physical condition observed since the Residential Property Condition Disclosure form was proving good faith to the best of Seller's knowledge, information and belief, an guarantees which are not already made in the specific provisions of the contract.	on of the Property, havided to the Buyer. This	statement is given
270 271	CHANGES REPORTED		
272	- New oven added to kitchen in summer of 2010.		
273 274	- New garage door added to property, Autumn 2010.		
275 276	- Tree tramming on entire property Jan 2011.		
277	2 mille property in con.		
278 279	- Renaval of 3 trees that were doing harm to the house		
280	- Mulch laid down around tree areas and around ex	ctenor of Ne ho	use Late Summer 201
281 282 283 284 285 286 287 288 289 290 291 292 293	- Planting of Bermulagrass seed, summer 2011. Rye grass sees	Nov. 2011. Entire	e property.
294 295	IN WITNESS WHEREOF, the information hereon is certified by Seller and acknow dates indicated.	ledged as received by E	luyer upon the
296	Transferor (Seller) Michael De Bucchia Dat	e 12/1/11 Time	9:00an
297		1.1	9:00an
298	Transferee (Buyer) Dat	e Time	2
299	Transferee (Buyer) Date	c Time	

NOTE: This form is provided by TAR 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 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 your own risk. Use of the TAR logo in conjunction with any form other than standardised forms created by TAR 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.