



Clinch Mountain Realty and Auction

CONFIRMATION OF AGENCY STATUS

1 Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or
2 seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The
3 purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this
4 confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords;
5 "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's
6 company) is as follows in this transaction:

7 The real estate transaction involving the property located at:

8 7760 Rutledge Pike Rutledge Tn 37861
9 PROPERTY ADDRESS

10 SELLER NAME: <u>Sonya Ramsey Etal</u>	10 BUYER NAME: _____
11 LICENSEE NAME: _____	11 LICENSEE NAME: <u>Lisa McBride</u>
12 in this consumer's current or prospective transaction is	12 in this consumer's current or prospective transaction is
13 serving as:	13 serving as:
14 <input type="checkbox"/> Transaction Broker or Facilitator.	14 <input type="checkbox"/> Transaction Broker or Facilitator.
15 (not an agent for either party).	15 (not an agent for either party).
16 <input type="checkbox"/> Seller is Unrepresented.	16 <input type="checkbox"/> Buyer is Unrepresented.
17 <input type="checkbox"/> Agent for the Seller.	17 <input type="checkbox"/> Agent for the Buyer.
18 <input checked="" type="checkbox"/> Designated Agent for the Seller.	18 <input type="checkbox"/> Designated Agent for the Buyer.
19 <input type="checkbox"/> Disclosed Dual Agent (for both parties),	19 <input type="checkbox"/> Disclosed Dual Agent (for both parties),
20 with the consent of both the Buyer and the Seller	20 with the consent of both the Buyer and the Seller
21 in this transaction.	21 in this transaction.

22 This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer
23 to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a
24 property without an agency agreement) prior to execution of that listing agreement. This document also serves as
25 confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate
26 services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that
27 any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute
28 of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710
29 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not**
30 **constitute an agency agreement or establish any agency relationship.**

31 By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor[®] acting as
32 Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors[®]
33 Code of Ethics and Standards of Practice.

34 <u>Sonya Ramsey</u> 11/14/2017	_____	_____
35 Seller Signature, Sonya Ramsey	Date	Buyer Signature Date
36 <u>Selena Byrd</u> 11/14/2017	_____	_____
37 Seller Signature, Selena Byrd	Date	Buyer Signature Date
38 <u>Lisa McBride</u> 11/09/2017	_____	_____
39 Listing Licensee	Date	Selling Licensee Lisa McBride Date
40 _____	_____	_____
41 Listing Company	_____	Clinch Mountain Realty & Auction Selling Company

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized
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.

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**Clinch Mountain
Realty and Auction**

DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale Agreement (hereinafter "Agreement") regarding real estate located at

7760 Ruteldge Pike Rutledge Tn 37861 (hereinafter "Property") are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the Property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any potential damage from such.
5. **ENVIROMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.

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86 14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX
87 OFFENDERS. You should consult with local, state and federal law enforcement agencies for information or
88 statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing,
89 or for the location of sex offenders in a given area.

90 15. LEGAL AND TAX ADVICE. You should seek the advice of an attorney and/or certified tax specialist on
91 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the
92 Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate
93 licensees are not legal or tax experts, and therefore cannot advise you in these areas.

94 16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS. The furnishing of any
95 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
96 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
97 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You
98 are advised to contact several sources and independently investigate the competency of any inspector,
99 contractor, or other professional expert, service provider or vendor and to determine compliance with any
100 licensing, registration, insurance and bonding requirements in your area.

101 The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal
102 representations of any real estate licensee relative to any of the matters itemized above or similar matters.
103 The buyers and sellers understand that it has been strongly recommended that they secure the services of
104 appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and
105 counsel about these and similar concerns.

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

107 108 109 110	<p><i>Sonya Ramsey</i> <small>Authentisign</small> <small>11/14/2017 10:10:02 AM EST</small> <small>11/14/2017</small></p> <p>CLIENT/CUSTOMER (<input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER)</p> <p>_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>Date</p>	<p><i>Selena Byrd</i> <small>Authentisign</small> <small>11/14/2017 10:10:02 AM EST</small> <small>11/14/2017</small></p> <p>CLIENT/CUSTOMER (<input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER)</p> <p>_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>Date</p>
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111 The party(ies) below have signed and acknowledge receipt of a copy.

112 113 114 115	<p>_____</p> <p>CLIENT/CUSTOMER (<input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER)</p> <p>_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>Date</p>	<p>_____</p> <p>CLIENT/CUSTOMER (<input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER)</p> <p>_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>Date</p>
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**Clinch Mountain
Realty and Auction**

LEAD-BASED PAINT DISCLOSURE

1 *Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint*
 2 *Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the*
 3 *Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such*
 4 *housing.*

5 **Lead Warning Statement**

6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978
 7 is notified that such property may present exposure to lead from lead-based paint that may place young children at
 8 risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological
 9 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired
 10 memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential
 11 real property is required to provide the Buyer with any information on lead-based paint hazards from risk
 12 assessments or inspections in the Seller’s possession and notify the Buyer of any known lead-based paint hazards.
 13 A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

14 Property Address: 7760 Rutledge Pike Rutledge Tn 37861

15 **Seller Disclosure**

16 ***Seller to check one box below:***

- 17 Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the
 18 housing.
- 19 Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has
 20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based
 21 paint hazards in the housing. List any records, reports and/or additional information, including but not limited
 22 to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of
 23 the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports
 24 regarding common areas. It also includes records or reports of other residential dwellings in multifamily
 25 housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-
 26 based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall
 27 indicate as such.

30 **Buyer Acknowledgment**

- 31 1) Buyer has received copies of all records, reports and information listed above (if any);
 32 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
 33 3) Buyer has received the lead hazard information pamphlet, “Protect Your Family From Lead In Your
 34 Home” (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);
 35 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of
 36 time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment
 37 or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the
 38 second box below.

39 ***Buyer to check one box below:***

- 40 Contract is subject to Buyer’s approval of the results of a risk assessment or inspection of the property for the
 41 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer’s expense. This
 42 contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**

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43 Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint
44 and/or lead-based paint hazards.

45 **Licensee Acknowledgment**



46 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are
47 aware of listing and selling licensees' duty to ensure compliance.

48 **Certification of Accuracy**

49 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their
50 knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

51 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment
52 purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

54	 SELLER, Sonya Ramsey	54	 SELLER, Selena Byrd
55	11/09/2017 10:09:47 AM EST	55	11/09/2017 12:39:36 PM EST
56	11/09/17 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	56	11/09/17 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
57	Date	57	Date

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

59	BUYER	59	BUYER
60	_____	60	_____
61	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	61	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
62	Date	62	Date

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

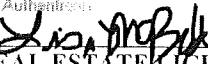
64 _____

65 REAL ESTATE LICENSEE FOR SELLER

66 _____ at _____ o'clock am/ pm

67 Date

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

69 
REAL ESTATE LICENSEE FOR BUYER

70 Lisa McBride

71 _____ at _____ o'clock am/ pm

72 Date

For Information Purposes Only:

Listing Company

Independent Licensee

Clinch Mountain Realty & Auction
Selling Company

Lisa McBride
Independent Licensee

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

1 Property Address: 7760 Ruteldge Pike Rutledge Tn 37861

2 Buyer:

3 Seller: Sonya Ramsey Selena Byrd

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

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

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45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
46 disposal system permit.

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

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

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

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

67 The undersigned Seller of the property described as 7760 Rutelge Pike
68 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement
69 as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-
70 209 for the following reason(s):

- 71 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the
72 administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a
73 trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 74 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
75 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
76 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
77 the real property by a deed in lieu of foreclosure.
- 78 This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship,
79 conservatorship or trust.
- 80 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
81 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
82 in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding
83 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 84 This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 85 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 86 This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of
87 consanguinity of one (1) or more of the transferors.
- 88 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 89 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 90 This is a transfer of any property sold at public auction.
- 91 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
92 prior to the date of transfer.
- 93 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
94 of foreclosure or by a quitclaim deed.

95 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
96 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
97 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests

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98 or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of
99 Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers,
100 pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit
101 Development and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
102 and master deed.

103 **CHECK ALL THAT APPLY:**

104 YES NO UNKNOWN

- 105 1. Seller knows of the presence of an exterior injection well on the Property.
- 106 2. Seller knows that a single family residence located on Property has been moved from an
107 existing foundation to another foundation.
- 108 3. Seller knows of a percolation test(s) that has been performed on the Property that is
109 determined or accepted by the Tennessee Department of Environment and Conservation.
110 If yes, results of test(s) are attached.
- 111 4. Seller knows of soil absorption rate(s) that has been performed on the property that is
112 determined or accepted by the Tennessee Department of Environment and Conservation.
113 If yes, results of rate(s) are attached.
- 114 5. Seller knows of a sinkhole(s) present on the Property. A sinkhole is defined pursuant to
115 Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
116 limestone or dolostone strata resulting from groundwater erosion, causing a surface
117 subsidence of soil, sediment, or rock and is indicated through the contour lines on the
118 Property's recorded plat map."
- 119 6. This Property is located in a Planned Unit Development. Planned Unit Development is
120 defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one
121 (1) or more landowners, to be developed under unified control or unified plan of
122 development for a number of dwelling units, commercial, educational, recreational or
123 industrial uses, or any combination of the foregoing, the plan for which does not
124 correspond in lot size, bulk or type of use, density, lot coverage, open space, or other
125 restrictions to the existing land use regulations." Upon request, Seller shall provide to
126 buyers copies of the development's restrictive covenants, homeowner bylaws and master
127 deed. Unknown is not an appropriate response under the statute.

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

<p>129 <u>Sonya Ramsey</u> 130 SELLER, Sonya Ramsey 131 11/14/2017 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 132 Date</p>	<p>129 <u>Selena Byrd</u> 130 SELLER, Selena Byrd 131 11/14/2017 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 132 Date</p>
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133 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
134 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which
135 builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213.
136 Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

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

<p>138 _____ 139 BUYER 140 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 141 Date</p>	<p>138 _____ 139 BUYER 140 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 141 Date</p>
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142 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
143 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
144 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

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