

TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

1 Property Address: _____

2 Buyer: _____

3 Seller: _____

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 _____
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.

129

130 **SELLER** **SELLER**

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

132 **Date** **Date**

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.

138

139 **BUYER** **BUYER**

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

141 **Date** **Date**

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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