

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: 646 Greenwood Drive

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. If no reports or records are available, Seller
24 shall indicate as such.

27 **Buyer Acknowledgment**

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

36 *Buyer to check one box below:*

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



42 **Licensee Acknowledgment**

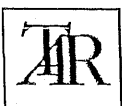
43 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d as amended and are aware
44 of listing and selling licensees' duty to ensure compliance.

45 **Certification of Accuracy**

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

48	<u>Helma A. Mill</u>	<u>5/6/09</u>	_____	_____
49	Seller Signature	Date	Buyer Signature	Date
50	<u>Don</u>	<u>5/6/09</u>	_____	_____
51	Seller Signature	Date	Buyer Signature	Date
52	<u>D. Price</u>	<u>4-21-09</u>	_____	_____
53	Licensee Signature	Date	Licensee Signature	Date

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.



- 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
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 and the results of any known percolation tests or
48 soil absorption rate performed on the property that is determined or accepted by the Department of Environment and
49 Conservation.

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

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

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

64 The undersigned Seller of the property described as 646 Greenwood
65 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement
66 as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-
67 209 for the following reason(s):

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



