

COH III/cm/96/2244/100

BOOK 4622 PAGE 987

OWNER	SEND TAX BILLS TO
THE DRAFTSMAN OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK	

MAP PARCEL NO

PREPARED BY

CHARLES D. HON III, ATTORNEY
617 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

RESTRICTIVE COVENANTS ON KELLEY PLACE SUBDIVISION

JAMES G. PAYNE hereby declares that he is the lawful owner in fee simple of all lots of Kelley Place Subdivision, as recorded in Plat Book 507... Page 272, in the Register's Office of Hamilton County, Tennessee desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

NOW THEREFORE, I, JAMES G. PAYNE, do hereby name item one (1), to read as follows:

- All of said lots in said subdivision shall be, and be known and described as: residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage which may also be located in the basement, and which must be for a minimum of two cars. No carports are permitted.
- No residence shall be designed, patterned, constructed, or maintained to serve or for the use of more than one family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.
- No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line or nearer than 10 feet to any interior lot line; further, there are certain set-back requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure, other than a swimming pool, appropriate pool facilities, outdoor fireplace, etc., of approximately ground level construction shall be located nearer than 25 feet to any rear lot line.
- It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or re-arrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer do hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserves the exclusive right to grant, transfer and convey these rights to others.
- No noxious or offensive activity shall be carried on upon any lot.

*James G. Payne
9305 Mountain Shadow Dr
Chatt, TN 37421*

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- Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any truckss larger than pick-ups, or personal type vans are not permitted to be parked in subdivision.
6. No part of any lot shall be used for residential purposes until, first a completed dwelling house, conforming fully to the provisions of this Instrument, shall have been erected thereon, the intent of this paragraph (6) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. Notwithstanding anything herein to the contrary, Developer and builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as developer and builders are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.
 7. Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.
 8. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, eaves, steps, and basements (whether finished or not), set forth below:
 - (a) All one level residences to be a minimum of 1,300 square feet.
 - (b) All other style residences to be a minimum of 1,800 square feet.
 9. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. All lots must be sodded from street to front elevation of house. Except lots 26 and 27.
 10. It shall be permissible for Developer to rearrange boundary lines lots, if so desired, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.
 11. That no more than one dwelling shall be erected on any one of said lots and any building on the premises shall be neatly painted or stained nor shall any asbestos siding be used in construction of residence. Blocks on rear of residence may be stucco. Landscape work must be completed within 90 days of completion of house or occupancy. Each house shall have a Gas Light Mailbox. This mailbox will be installed by the Gas Company and paid by the owner. The same light is to be used on each lot.
 12. Each residence constructed upon a lot must be served by a driveway, paved with concrete.
 13. Each and every lot shall have constructed, a sidewalk set one (1) foot back from the curb. This sidewalk must be four (4) feet wide, and built to city standards. Sidewalks are to be constructed by the owner of the lot, at the end of his house construction. There will be an exception made in regards to Lots 26 and 27. No sidewalk is

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- required, unless demanded by the City.
14. No bathhouses will be permitted to be erected or maintained without the written approval of developer of its location, style, materials and size.
 15. Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to developer, and written approval thereof by developer must be procured. Because of the developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such consideration as; how the architectural style fits in with the other homes constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be a minimum 6/12 unless otherwise approved by the developer.
 16. No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
 17. Whether expressly stated so or not in any deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
 18. All of said lots in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the street. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, developer or Homeowners Association may enter upon said lot without liability and proceed to put said lot into condition billing cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks, and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction.
 19. There shall be no detached garages, outbuildings or servants quarters but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.
 20. In the event of minor violation of these restrictive covenants, a waiver thereof may be made by developer. Any such waiver, shall be in writing and recorded in the Register's Office of Hamilton County, Tennessee.

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21. No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period, and signs referring only to the premises on which displayed. No such sign shall exceed twelve (12) square feet in size nor have an over all height exceeding five (5) feet in size nor have an over all height exceeding five (5) feet above ground level.
22. Any damage done to street, sidewalk or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction.
23. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and materials used in such fence construction must be approved by the developer. All fences facing any roads must be constructed of wood and no more than five (5) feet in height.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgments or decree of any court record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owner is hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions, and reservations shall attach to and run with each and every one of the said lots of land and titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner occupany of the same until January 1, 2015, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years thereafter unless, by action of a minimum of Sixty-six and Two-thirds percent (66-2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the Instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee.

Neither the undersigned, nor any part of parties claiming under the, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same. These covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

If any party or parties shall violate or attempt to violate any of the covenants or restrictions herein provided for before January 1, 2015, or within the extended time as hereinbefore provided for, it shall be lawful for the developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees.

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WITNESS my Hand this 24 day of JANUARY, 1996.

James G. Payne
JAMES G. PAYNE

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 24 day of January, 1996, before me personally appeared JAMES G. PAYNE, (to me known or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal

Kimberly D. English
NOTARY PUBLIC

My Commission Expires: 4-21-97



307734

HAMILTON COUNTY
REC'D
JAN 24 PM 12 14
518449

Date: 1/25/2010
To: Solid Earth Document Fax Service
Fax#: 256-382-4647
From: SHEILA CROSS
Re: Barcode#: *-9-1140321262*
Document Type: Other For MLS#: 1140321

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Attach this cover page and fax your document(s) to **256-382-4647** .Once received, we will automatically process the documents and they will be viewable on your LIST-IT MLS System in approximately 5 minutes.

Note:To fax more than one document at a time, separate each document type with a new cover sheet and the system will automatically process them.

READ THIS BEFORE FAXING

- * Barcode is at top of cover sheet AND is clear and legible
- * Separate cover sheets for each document and fax # is correct
- * Document and cover sheet are not faxed upside-down

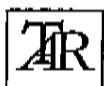
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If you have checked all the items above and are still not seeing your document on the MLS, notify your local association and describe the problem (**make sure to reference the MLS # and the document type**).

DISCLAIMER NOTICE

1 The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale
2 Agreement (hereinafter "Agreement") regarding real estate located at 8308 Weyford Lane
3 _____ (hereinafter "Property") are not attorneys and are not
4 structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate
5 transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of
6 the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not
7 rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the
8 following matters, including the selection of any professional to provide services on behalf of buyers or sellers.
9 Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies
10 with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It
11 is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these
12 or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the
13 following matters from an independent, qualified professional. The matters listed below are not an exclusive list
14 of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items
15 are examples and are provided only for your guidance and information.

- 16 1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional
17 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the
18 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
- 19 2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the
20 condition of the roof.
- 21 3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for
22 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,
23 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like
24 the Tennessee Department of Commerce & Insurance (www.tn.gov), the American Society of
25 Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nachi.org),
26 and Home Inspectors of Tennessee (www.hita.us) and independently investigate the competency of an
27 inspector, including whether he has complied with State and/or local licensing and registration requirements
28 in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-
29 plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
- 30 4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
31 you use the services of a licensed, professional pest control company to determine the presence of wood
32 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any
33 potential damage from such.
- 34 5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
35 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
36 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
37 remediate and/or repair. It is strongly recommended that you secure the services or knowledgeable
38 professionals and inspectors in all areas of environmental concern.
- 39 6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes
40 gathered from tax or real estate records on the property. Square footage provided by builders, real estate
41 licensees, or tax records is only an **estimate** with which to make comparisons, but it is **not guaranteed**. It is
42 advised that you have a licensed appraiser determine actual square footage.



- 43 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
44 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
45 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things
46 happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion
47 (BPO), etc., while sometimes used to set an asking price, is **not** an appraisal.
- 48 8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised
49 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
50 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
51 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
52 for this information, even if acceptable to your lender.
- 53 9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
54 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
55 repair requirements and related issues need to be verified by the appropriate sources in writing. If your
56 projected use requires a zoning or other change, it is recommended that you either wait until the change is in
57 effect before committing to a property, or provide for this contingency in your Purchase and Sales
58 Agreement.
- 59 10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
60 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water
61 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be
62 verified by the appropriate sources in writing. You should have a professional check access and/or
63 connection to public sewer and/or public water source, and/or the condition of any septic system(s) and/or
64 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is
65 recommended that sellers and/or buyers request a copy of the information contained in the file for the
66 property maintained by the appropriate governmental permitting authority. If the file for this property cannot
67 be located or you do not understand the information contained in the file, you should seek professional advice
68 regarding this matter. For unimproved land, septic system capability can only be determined by using the
69 services of a professional soil scientist and verifying with the appropriate governmental authorities that a
70 septic system of the desired type, size and cost can be permitted and installed to accommodate the size home
71 that you wish to build.
- 72 11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that
73 you have a civil or geotechnical engineer, or other independent expert determine the risks of flooding,
74 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk
75 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the
76 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and
77 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 78 12. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
79 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
80 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
81 sources in writing.
- 82 13. **INFORMATION ABOUT CRIMES OR SEX OFFENDERS.** You should consult with local, state and
83 federal law enforcement agencies for information or statistics regarding criminal activity at or near the
84 property, or for the location of sex offenders in a given area.
- 85 14. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on
86 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the
87 property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate
88 licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.
- 89 15. **RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
90 inspector, service provider or vendor named by the real estate licensees is done only as a convenience and a
91 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
92 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You



93 are advised to contact several sources and independently investigate the competency of any inspector,
 94 contractor, or other professional expert, service provider or vendor and to determine compliance with any
 95 licensing, registration, insurance and bonding requirements in your area.

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

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

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

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

<u>Wade R. Anthony</u>	<u>Maureen Lee</u>
SELLER	SELLER
<u>1/24/10</u> at <u>5</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	<u>1/24/10</u> at <u>5</u> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	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.



CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

8308 Weyford Lane, Chatt TN 37421

PROPERTY ADDRESS

ONE of the Following Options MUST be completed by the Licensee:

<p>OPTION I (for Listing Licensee)</p> <p><u>Shelia Cross</u> LICENSEE NAME</p> <p>in this consumer's current or prospective transaction, is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Agent for the Seller.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p> <p><input checked="" type="checkbox"/> Designated Agent for the Seller.</p>	<p>OPTION II (for Selling Licensee)</p> <p>_____ LICENSEE NAME</p> <p>in this consumer's current or prospective transaction, is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Agent for the Seller.</p> <p><input type="checkbox"/> Agent for the Buyer.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p> <p><input type="checkbox"/> Designated Agent for the Seller.</p> <p><input type="checkbox"/> Designated Agent for the Buyer.</p>
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This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

Acknowledgement of confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

John R. [Signature] 1/24/10
Seller Signature Date

Buyer Signature Date

Maureen [Signature] 1/24/10
Seller Signature Date

Buyer Signature Date

Shelia Cross 1-24-10
Listing Licensee Date

Selling Licensee Date

ReMax Properties
Listing Company

Selling Company

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RE/MAX Properties, LLC Disclosure of Business Relationships

This is to give you, buyer or seller, notice that RE/MAX Properties, LLC (or its owners) has business relationships with certain providers of services related to your purchase or sale of real estate. The name of the provider and nature of the relationship between RE/MAX Properties, LLC and that provider is set forth below:

RE/MAX Properties, LLC is in the real estate brokerage business providing residential and commercial service to buyers and sellers receive a commission on these services.

HOME WARRANTY INSURANCE DISCLOSURE: Neither RE/MAX Properties, LLC, or any individual associated with RE/MAX Properties, LLC has any ownership interest in any company offering home warranty insurance. However, when a buyer or seller purchases a home warranty policy through a RE/MAX Properties, LLC Sales Associate, RE/MAX Properties, LLC may receive an administrative referral fee for services performed in the placement of this service contract.

ALLIANCE TITLE, LLC: (Title Insurance Policies): William Weathers owns an interest in this company. In addition, several Affiliate Brokers associated with RE/MAX Properties, LLC own an interest in this company.

PROSPECT MORTGAGE: Powered by RE/MAX Properties, LLC

You are not required to use the listed provider(s) as a condition for (settlement of your loan) or (purchase, sale or refinance of) the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for those services.

I/We have read this disclosure form, and understand that RE/MAX Properties, LLC is referring me/us to purchase the above described settlement service(s) and may receive a financial or other benefit as a result of this referral.

8308 Weyford Lane
Property Address

_____ Buyer	_____ Date	<u>Walter [Signature]</u> Seller	<u>1/24/10</u> Date
_____ Buyer	_____ Date	<u>Maureen [Signature]</u> Seller	<u>1/24/10</u> Date
<u>Shirley Cross</u> Sales Associate	<u>1-24-10</u> Date		