



SELLER'S PROPERTY DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2006 Minnesota Association of REALTORS®, Edina, MN

1. Date 4/14/09
2. Page 1 of 9 pages

3. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

4. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
5. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
6. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect
7. an ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event
9. before closing, if Seller learns that Seller's disclosure was inaccurate. Seller has disclosure alternatives allowed
10. by MN Statutes. See Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This
11. disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing or assisting any party in the
12. transaction.

13. INSTRUCTIONS TO BUYER: Buyers are encouraged to thoroughly inspect the property personally or have it inspected
14. by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers NO to any of the questions
15. listed below, it does not necessarily mean that it does not exist on the property. NO may mean that Seller is unaware
16. that it exists on the property.

17. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
18. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your
19. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.
20. (6) If any items do not apply, write "NA" (not applicable).

21. Property located at 10989 Lexington Drive
22. City of Eden Prairie, County of Hennepin, State of Minnesota.

23. A. GENERAL INFORMATION:

24. (1) When did you [X] Acquire [] Build the home? 2/23/2007

25. (2) Type of title evidence: [] Abstract [] Registered (Torrens)

26. Location of Abstract:

27. To your knowledge, is there an existing Owner's Title Insurance Policy? [X] Yes [] No

28. (3) Have you occupied this home continuously for the past 12 months? [X] Yes [] No

29. If "No," explain:

30. (4) Is the home suitable for year-round use? [X] Yes [] No

31. (5) To your knowledge, is the property located in a designated flood plain? [] Yes [X] No

32. (6) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [] Yes [X] No

33. (7) Is the property located on a public or a private road? [X] Public [] Private

34. Are you aware of any

35. (8) encroachments? [] Yes [X] No

36. (9) association, covenants, historical registry, reservations or restrictions that affect or
37. may affect the use or future resale of the property? [X] Yes [X] No SH

38. (10) easements, other than utility or drainage easements? [] Yes [X] No

39. (11) Comments:

40.

41. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



BURNET

SELLER'S PROPERTY DISCLOSURE STATEMENT

42. Page 2

43. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

44. Property located at 10900 Lexington Drive
45. B. GENERAL CONDITION: To your knowledge, have any of the following conditions previously existed or do they
46. currently exist?

47. (1) Has there been any damage by wind, fire, flood, hail or other cause(s)? [] Yes [X] No

48. If "Yes," give details of what happened and when:
49.
50.
51.

52. (2) (a) Has/Have the structure(s) been altered? [] Yes [X] No
53. (e.g., additions, altered roof lines, changes to load-bearing walls)

54. If "Yes," please specify what was done, when and by whom (owner or contractor):
55.
56.
57.

58. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing,
59. retaining wall, general finishing.) [X] Yes [] No

60. If "Yes," please explain: New granite counter top installed,
61. new tile in the bathroom.
62.
63.

64. (c) Were appropriate permits pulled for any work performed on the property? [] Yes [X] No
65. none were required for the work that

66. (3) Has there been any damage to flooring or floor covering? was completed [] Yes [] No
67. If "Yes," give details of what happened and when:
68.
69.

70. (4) Are you aware of any insect/animal/pest infestation? [] Yes [X] No

71. (5) Do you have or have you previously had any pets? [X] Yes [] No
72. If "Yes," indicate type Chihuahua and number 1

73. (6) Comments:
74.
75.
76.

77. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



SELLER'S PROPERTY DISCLOSURE STATEMENT

79. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

80. Property located at 10988 Lexington Drive

81. C. STRUCTURAL SYSTEMS: To your knowledge, have any of the following conditions previously existed or do they currently exist?

83. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

84. (1) THE BASEMENT, CRAWLSPACE, SLAB:

- 85. (a) cracked floor/walls [] Yes [X] No (e) leakage/seepage [] Yes [X] No
86. (b) drain tile problem [] Yes [X] No (f) sewer backup [] Yes [X] No
87. (c) flooding [] Yes [X] No (g) wet floors/walls [] Yes [X] No
88. (d) foundation problem [] Yes [X] No (h) other [] Yes [X] No

89. Give details to any questions answered "Yes":
90.
91.
92.
93.
94.
95.
96.
97.
98.

99. (2) THE ROOF: To your knowledge,

- 100. (a) what is the age of the roofing material? New in April '09 years
101. (b) has there been any interior or exterior damage? [] Yes [X] No
102. (c) has there been interior damage from ice buildup? [] Yes [X] No
103. (d) has there been any leakage? [] Yes [X] No
104. (e) have there been any repairs or replacements made to the roof? [X] Yes [] No

105. Give details to any questions answered "Yes": New in April 2009
106.
107.
108.
109.
110.
111.
112.
113.
114.

115. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

117. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

118. Property located at 10988 Lexington Drive

119. D. APPLIANCES, HEATING, PLUMBING, ELECTRICAL AND OTHER MECHANICAL SYSTEMS:

120. **NOTE:** This section refers only to the working condition of the following items. Answers apply to all such
121. items unless otherwise noted in comments below. Personal property is included in the sale **ONLY IF**
122. specifically referenced in the *Purchase Agreement*.

123. **Cross out only those items not physically located on the property.**

	In Working Order			In Working Order			In Working Order	
	Yes	No		Yes	No		Yes	No
126. Air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating system (central)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV antenna system	<input type="checkbox"/>	<input type="checkbox"/>
127. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window			Heating system (supplemental)	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system	<input type="checkbox"/>	<input type="checkbox"/>
128. Air exchange system	<input type="checkbox"/>	<input type="checkbox"/>	Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish	<input checked="" type="checkbox"/>	<input type="checkbox"/>
129. Ceiling fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
130. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV satellite receiver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
131. Doorbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
132. Drain tile system	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
133. Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134. Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system	<input type="checkbox"/>	<input type="checkbox"/>
135. Exhaust system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
136. Fire sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137. Fireplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	Window treatments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138. Fireplace mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			Wood burning stove	<input type="checkbox"/>	<input type="checkbox"/>
139. Furnace humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
140. Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired)	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
141. Garage door opener (GDO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
142. Garage auto reverse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
143. GDO remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
144. Garbage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>

145. Comments: _____
146. _____
147. _____

148. E. PRIVATE SEWER SYSTEM DISCLOSURE:

149. (A private sewer system disclosure is required by MN Statute 115.55.)
150. (Check appropriate box.)

151. Seller does not know of a private sewer system on or serving the above-described real property.
152. There is a private sewer system on or serving the above-described real property.
153. (See Private Sewer System Disclosure Statement.)
154. There is an abandoned private sewer system on the above-described real property.
155. (See Private Sewer System Disclosure Statement.)

156. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**

158. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

159. Property located at 10988 Lexington Drive

160. **F. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)

161. (Check appropriate box.)

162. Seller certifies that Seller does not know of any wells on the above-described real property.

163. Seller certifies there are one or more wells located on the above-described real property.

164. (See Well Disclosure Statement.)

165. Are there any wells serving the above-described property that are not located on the property? Yes No

166. (If "Yes," see Well Disclosure Statement.)

167. To your knowledge, is this property in a Special Well Construction Area? Yes No

168. **G. PROPERTY TAX TREATMENT:**

169. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 16.)

170. (Check appropriate box.)

171. There IS IS NOT an exclusion from market value for home improvements on this property. Any
(Check one.)

172. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for
173. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the
174. resulting tax consequences.

175. Additional comments: _____

176. **Preferential Property Tax Treatment**

177. Is the property subject to any preferential property tax status or any other credits affecting the property which

178. would terminate upon the sale of the property? Yes No

179. (e.g., Disability, Green Acres, CRP, RIM)

180. If "Yes," please explain: _____

181. _____

182. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

183. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

184. Seller is not aware of any methamphetamine production that has occurred on the property.

185. Seller is aware that methamphetamine production has occurred on the property.

186. (See Methamphetamine Production Disclosure Statement.)

187. **I. AIRPORT ZONING REGULATIONS:** MN Statute 360.065, Subd. 3 requires sellers of real property located in
188. airport safety zones A, B or C, under zoning regulations adopted by the governing body, to disclose to a buyer or
189. transferee the existence of airport zoning regulations that affect the real property before accepting consideration
190. or signing an agreement to sell or transfer the real property.

191. **Note:** This disclosure is **NOT** required for safety zones associated with an airport owned and operated by the
192. Metropolitan Airports Commission which include the following airports: Anoka County, Crystal, Eden Prairie —
193. Flying Cloud, Lake Elmo, Lakeville — Air Lake, Mps/St Paul International, St. Paul — Downtown Holman Field.

194. Seller discloses that the property, as described in this Disclosure, IS IS NOT located in airport safety
(Check one.)

195. zone A, B or C and there IS IS NOT existing airport zoning regulations affecting the property.
(Check one.)

196. MN Statute 360.065, Subd. 2 requires a copy of adopted airport zoning regulations be filed with the county
197. recorder in each county in which the zoned area is located. **Contact the county where the property is located**
198. **to obtain further information regarding airport zoning regulations.**

199. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



SELLER'S PROPERTY DISCLOSURE STATEMENT

200. Page 6

201. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

202. Property located at 10988 Lexington Drive

203. J. CEMETERY ACT:

204. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes human skeletal remains or human burial grounds is guilty of a felony.

205. To your knowledge, are you aware of any human remains, burials or cemeteries located on the property?

Yes No

209. If "Yes," please explain:

211. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN Statute 307.08, Subd. 7.

214. K. ENVIRONMENTAL CONCERNS:

215. To your knowledge, have any of the following environmental concerns previously existed or do they currently exist on the property?

- 217. Asbestos? Yes No Mold? Yes No
218. Diseased trees? Yes No Radon? Yes No
219. Formaldehyde? Yes No Soil problems? Yes No
220. Hazardous wastes/substances? Yes No Underground storage tanks? Yes No
221. Lead? (e.g., paint, plumbing) Yes No Other? Yes No

222. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental authority ordering the remediation of a public health nuisance on the property?

Yes No

224. If answer above is "Yes," seller certifies that all orders HAVE HAVE NOT been vacated. (Check one.)

225. Give details to any question answered "Yes":

226.
227.

228. L. OTHER DEFECTS/MATERIAL FACTS:

229. Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property?

Yes No

231. If "Yes," explain below:

232.
233.

234. M. ADDITIONAL COMMENTS:

235.
236.
237.
238.

239. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

240. Page 7

241. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

242. **N. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
243. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
244. leaving the home.

245. Examples of exterior moisture sources may be

- 246. • improper flashing around windows and doors,
- 247. • improper grading,
- 248. • flooding,
- 249. • roof leaks.

250. Examples of interior moisture sources may be

- 251. • plumbing leaks,
- 252. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 253. • overflow from tubs, sinks or toilets,
- 254. • firewood stored indoors,
- 255. • humidifier use,
- 256. • inadequate venting of kitchen and bath humidity,
- 257. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 258. • line-drying laundry indoors,
- 259. • houseplants—watering them can generate large amounts of moisture.

260. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
261. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
262. Therefore, it is very important to detect and remediate water intrusion problems.

263. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
264. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health
265. problems, particularly in some immunocompromised individuals and people who have asthma or allergies to
266. mold.

267. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
268. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
269. property inspected for moisture problems before entering into a purchase agreement or as a condition of your
270. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
271. property.

272. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota
273. Association of REALTORS® web site at www.mnrealtor.com.

274. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



SELLER'S PROPERTY DISCLOSURE STATEMENT

276. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

277. Property located at 10988 Lexington Drive

278. O. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statue 243.166 may be obtained by contacting the local law enforcement offices in the community where the property is located or the Minnesota Department of Corrections at (651) 642-0200, or from the Department of Corrections web site at www.corr.state.mn.us.

283. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

285. P. SELLER'S STATEMENT:

286. (To be signed at time of listing.)

287. Seller(s) hereby states the material facts as stated above are true and accurate and authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

290. [Signature] 4/14/09 (Seller) (Date) (Seller) (Date)

291. Q. BUYER'S ACKNOWLEDGEMENT:

292. (To be signed at time of purchase agreement.)

293. I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Property Disclosure Statement and agree that no representations regarding material facts have been made other than those made above.

295. (Buyer) (Date) (Buyer) (Date)

296. R. SELLER'S ACKNOWLEDGMENT:

297. (To be signed at time of purchase agreement.)

298. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts stated above are the same, except for changes as indicated below, which have been signed and dated.

300.
301.
302.
303.
304.

305. (Seller) (Date) (Seller) (Date)

306. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

307. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause 309. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

310. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any other option.

313. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

314. Page 9

315. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

316. Exceptions

317. The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

- 318. (1) real property that is not residential real property;
- 319. (2) a gratuitous transfer;
- 320. (3) a transfer pursuant to a court order;
- 321. (4) a transfer to a government or governmental agency;
- 322. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 323. (6) a transfer to heirs or devisees of a decedent;
- 324. (7) a transfer from a cotenant to one or more other cotenants;
- 325. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 326. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 328. (10) a transfer of newly constructed residential property that has not been inhabited;
- 329. (11) an option to purchase a unit in a common interest community, until exercised;
- 330. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- 331. (13) a transfer to a tenant who is in possession of the residential real property; or
- 332. (14) a transfer of special declarant rights under section 515B.3-104.

334. Waiver

335. The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit or abridge any obligation for seller disclosure created by any other law.

338. No Duty to Disclose

339. A. There is no duty to disclose the fact that the property

- 340. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
- 342. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
- 343. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.

345. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency where the property is located or the Department of Corrections.

350. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B for property that is not residential property.

352. D. Inspections.

- 353. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.
- 359. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

361. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**

**CONDOMINIUM/TOWNHOUSE/
COOPERATIVE ADDENDUM
COMMON INTEREST COMMUNITY (CIC)**

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2006 Minnesota Association of REALTORS®, Edina, MN

1. Date 04/14/2009

2. Page _____

3. Addendum to Purchase Agreement between parties dated _____, 20_____, pertaining
4. to the purchase and sale of property at 10988 Lexington Drive Eden Prairie, MN 55344

5. _____
6. **THIS TRANSACTION MAY NOT BE SUBJECT TO THE DISCLOSURE REQUIREMENTS (see information**
7. **under "EXCEPTIONS") AND TEN (10)-DAY RIGHT OF CANCELLATION DESCRIBED BELOW. BUYER MAY**
8. **WISH TO DETERMINE WHETHER THESE PROVISIONS APPLY BEFORE PROCEEDING WITH THIS OFFER TO**
9. **PURCHASE.**

10. **NOTICE:** Unless they are otherwise exempt, the following statutory NOTICE applies to transactions involving
11. condominiums or cooperatives or planned communities (including townhomes) that are subject to or have elected to be
12. subject to the Minnesota Common Interest Ownership Act (MCIOA), Minnesota Statutes 515B.1-101 through
13. 515B.4-118:

14. "The following notice is required by Minnesota Statutes. The purchaser is entitled to receive a disclosure statement
15. or resale disclosure certificate, as applicable. The disclosure statement or resale disclosure certificate contains
16. important information regarding the common interest community and the purchaser's cancellation rights."

17. **NOTICE FOR INITIAL SALE:** Minnesota Statutes require that the following disclosure be made to the initial occupant,
18. of a platted lot or other parcel of real estate (i) which is subject to a master declaration, (ii) which is intended for
19. residential occupancy, and (iii) which does not and is not intended to constitute a unit.

20. "The following notice is required by Minnesota Statutes: The real estate to be conveyed under this Purchase
21. Agreement is or will be subject to a master association as defined in MN Statute 515B. The master association
22. is obligated to provide to the purchaser, pursuant to MN Statute 515B.4-102(c), upon the purchaser's request, a
23. statement containing the information required by MN Statute 515B.4-102(a)(20), with respect to the master
24. association, prior to the time that the purchaser signs a purchase agreement for the real estate. The statement
25. contains important information regarding the master association and the purchaser's obligations thereunder."

26. **DOCUMENTATION AND RIGHT TO CANCEL**

27. **APPLICABILITY:** If this transaction involves ownership of a condominium or of a cooperative or of a unit in a planned
28. community (including townhomes) that is subject to or has elected to be subject to MCIOA, then the following disclosure
29. requirements and right of cancellation apply to this transaction. However, certain properties are exempt from coverage
30. under MCIOA. Buyer may wish to determine whether this property is subject to MCIOA before submitting an offer to
31. purchase.

32. **DOCUMENTS:** Seller is required to furnish Buyer with the following documents relating to the Association or
33. to the Master Association, if applicable, before conveyance of unit:

34. 1) (a) copies of the **declaration**, if any (other than any CIC plat), (b) the **articles of incorporation**, (c) **bylaws**,
35. (d) any **rules and regulations** for the Association or Master Association, if any, and (e) any **amendments or**
36. **supplemental declarations**;
37. 2) the organizational and operating documents relating to the Master Association, if any (for resale of the property);
38. 3) a **Disclosure Statement** (for initial sale of property) or **Resale Disclosure Certificate** (for resale of the property)
39. and all amendments thereto required by MCIOA 515B.4-101 or 515B.4-107. The **Resale Disclosure Certificate**
40. from the Association must be dated not more than 90 days prior to the date of the Purchase Agreement or the
41. date of conveyance, whichever is earlier. The Association may charge a reasonable fee for providing the required
42. documents, which shall be paid by Seller unless otherwise agreed to in writing. A Seller, on resale of the property,
43. is not liable to Buyer for any erroneous information provided by the Association and included in the **Resale**
44. **Disclosure Certificate**. Nor is a Seller, on resale of the property, liable to Buyer for failure of the Association to
45. provide the **Resale Disclosure Certificate**, or for a delay by the Association in providing said **Disclosure Certificate**
46. in a timely manner. For an initial sale of the property, a declarant of a common interest community may be liable
47. to provide the **Disclosure Statement** and its contents.

48. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
49. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**CONDOMINIUM/TOWNHOUSE/
COOPERATIVE ADDENDUM
COMMON INTEREST COMMUNITY (CIC)**

50. Page _____

51. Property located at 10988 Lexington Drive Eden Prairie, MN 55344 .

52. **RIGHT TO CANCEL PURCHASE AGREEMENT:** Unless Buyer received said documents more than ten (10) days
53. before signing the Purchase Agreement, Buyer has the right to cancel this Purchase Agreement within ten
54. (10) days of receipt of said documents. If an *Amendment to a Disclosure Statement* (for an initial sale of the property
55. only) materially and adversely affects a Buyer, then Buyer may cancel this Purchase Agreement within ten (10) days
56. after delivery of the *Amendment*. If Buyer elects to cancel this Purchase Agreement, the Purchase Agreement is canceled.
57. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing
58. all earnest money paid hereunder to be refunded to Buyer. Buyer shall return all documents to Seller or shall reimburse
59. Seller for Seller's cost to obtain the documents. Buyer may cancel, without penalty, by either delivering written notice of
60. cancellation to Seller, or licensee representing or assisting Seller, or by mailing such notice by postage-prepaid U.S. mail, to
61. Seller, or licensee representing or assisting Seller, within said ten-day period. On residential transactions, the ten-day
62. rescission period, after delivery of the *Disclosure Statement*, *Amendment to the Disclosure Statement* or the *Resale*
63. *Disclosure Certificate*, may be modified or waived, in writing, by agreement of Buyer of a unit **ONLY AFTER** Buyer has
64. received and had an opportunity to review the *Disclosure Statement*, *Amendment to the Disclosure Statement* or *Resale*
65. *Disclosure Certificate*. The person required to deliver a *Disclosure Statement*, *Amendment to the Disclosure Statement*
66. or the *Resale Disclosure Certificate* may not condition the sale of the unit on Buyer agreeing to modify or waive Buyer's
67. ten-day right of rescission, may not contractually obligate Buyer to modify or waive Buyer's ten-day right of rescission
68. and may not include a modification or waiver of the ten-day right of rescission in any purchase agreement for the unit.
69. To be effective, a modification or waiver of Buyer's ten-day right of rescission must be evidenced by an instrument
70. separate from the Purchase Agreement signed by Buyer more than **THREE (3) DAYS** after Buyer receives the *Disclosure*
71. *Statement*, *Amendment to Disclosure Statement* or the *Resale Disclosure Certificate*. On residential transactions, the
72. ten-day rescission period may also be waived or shortened by Buyer's acceptance of conveyance (closing) of the
73. property, in accordance with MN Statute 515B.

74. **ASSOCIATION RESERVES AND ASSESSMENTS:** The selling price includes any funds held in reserve by the Unit
75. Owners' Association for repairs or capital improvements. There shall be no adjustment at closing for such reserves,
76. except for such portion of the current (month of closing) monthly assessments allotted for such reserves.

77. **REGULAR ASSESSMENTS:** All Unit Owners' Association regular assessments shall be paid to date of closing by
78. Seller as required by Unit Owners' Association documents. The installment of regular assessments due or paid in
79. the month of closing shall be prorated between Buyer and Seller as of the date of closing. Seller shall furnish paid
80. receipts or a letter from the Unit Owners' Association at closing, confirming that all assessments have been paid as
81. required by Unit Owners' Association documents.

82. **UNIT OWNERS' ASSOCIATION SPECIAL ASSESSMENTS:** Shall be handled as specified on page two (2) of the
83. Purchase Agreement. Seller makes no representation or warranty whatsoever concerning the amount of Unit Owners'
84. Association assessments which may be assessed against the property after the date of closing. Such information, if
85. known, is reflected in the *Disclosure Statement* or *Resale Disclosure Certificate*. However, Seller shall provide Buyer
86. with any written notice received by Seller from the Unit Owners' Association relating to potential expenditures which
87. may occur subsequent to the date of closing.

88. **WARRANTY DISCLAIMER:** Notwithstanding anything to the contrary contained in this Purchase Agreement,
89. Seller makes no warranty of any kind regarding the condition of the common areas and facilities, subject to
90. any statutorily mandated warranty. For an initial sale of a property, the builder/developer may be required by
91. statute to provide specified warranties.

92. **OTHER:** _____

93. _____

94. _____

95. _____

96. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
97. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**