



SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date 03/20/2011
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 3605 40th Avenue S,
22. City of Minneapolis, County of Hennepin, State of Minnesota.

23. A. GENERAL INFORMATION:

24. (1) What date June, 2011 did you ☒ **Acquire** ☐ **Build** the home?
----- (Check one) -----

25. (2) Type of title evidence: ☒ Abstract ☐ Registered (Torrens)

26. Location of Abstract: owner's possession

27. To your knowledge, is there an existing Owner's Title Insurance Policy? ☒ Yes ☐ No

28. (3) Have you occupied this home continuously for the past 12 months? ☒ Yes ☐ No

29. If "No," explain: _____

30. (4) Is the home suitable for year-round use? ☒ Yes ☐ No

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

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

33. (7) Is the property located on a public or a private road? ☒ Public ☐ Private

34. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size
35. requirements? ☐ Yes ☐ No ☐ Unknown

36. If "No," or "Unknown," Buyer should consult the local zoning authority.

37. Are you aware of any

38. (9) encroachments? ☐ Yes ☒ No

39. (10) association, covenants, historical registry, reservations or restrictions that affect or
40. may affect the use or future resale of the property? ☐ Yes ☒ No

41. (11) easements, other than utility or drainage easements? ☐ Yes ☒ No

42. (12) Comments: _____

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

45.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.		
46.	Property located at	3605 40th Avenue S	Minneapolis 55406
47.	B. GENERAL CONDITION: To your knowledge, have any of the following conditions previously existed or do they		
48.	currently exist?		
49.	(1) Has there been any damage by wind, fire, flood, hail or other cause(s)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
50.	If "Yes," give details of what happened and when: _____		
51.	_____		
52.	_____		
53.	(2) Have you ever had an insurance claim(s) against your Homeowner's		
54.	Insurance Policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
55.	If "Yes," what was the claim(s) for (e.g., hail damage to roof)? _____		
56.	_____		
57.	_____		
58.	Did you receive compensation for the claim(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
59.	If you received compensation, did you have the items repaired?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
60.	What dates did the claim(s) occur? _____		
61.	_____		
62.	(3) (a) Has/Have the structure(s) been altered?		
63.	(e.g., additions, altered roof lines, changes to load-bearing walls)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
64.	If "Yes," please specify what was done, when and by whom (owner or contractor):		
65.	_____		
66.	_____		
67.	(b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing,		
68.	retaining wall, general finishing.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
69.	If "Yes," please explain: <u>General refinishing of home in</u>		
70.	<u>basement level. new concrete walkway and steps;</u>		
71.	<u>new furnace and water heater.</u>		
72.	(c) Are you aware of any work performed on the property for which		
73.	appropriate permits were not obtained?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
74.	If "Yes," please explain: <u>Permit pulled for concrete work & furnace</u>		
75.	<u>installation</u>		
76.	(4) Has there been any damage to flooring or floor covering?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
77.	If "Yes," give details of what happened and when: _____		
78.	_____		
79.	(5) Are you aware of any insect/animal/pest infestation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
80.	If "Yes," please explain: _____		
81.	_____		

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

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

84. Property located at 3605 40th Avenue S Minneapolis 55406.85. (6) Do you have or have you previously had any pets? ☒ Yes ☐ No86. If "Yes," indicate type cat and number two.

87. (7) Comments: _____

88. _____

89. _____

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

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

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

94. (a) cracked floor/walls ☐ Yes ☒ No (e) leakage/seepage ☐ Yes ☒ No95. (b) drain tile problem ☐ Yes ☒ No (f) sewer backup ☐ Yes ☒ No96. (c) flooding ☐ Yes ☒ No (g) wet floors/walls ☒ Yes ☐ No97. (d) foundation problem ☐ Yes ☒ No (h) other ☐ Yes ☒ No98. Give details to any questions answered "Yes": A professional concrete contractor (Southside)99. installed / anchored the concrete sidewalk to foundation of100. house with rebar and pitched concrete away from101. foundation wall to facilitate drainage. Prior to that, on102. a one time occurrence we saw a small amount of103. water on the north facing wall and floor.

104. _____

105. (2) THE ROOF: To your knowledge, approx.106. (a) what is the age of the roofing material? 10 years107. (b) has there been any interior or exterior damage? ☐ Yes ☒ No108. (c) has there been interior damage from ice buildup? ☐ Yes ☒ No109. (d) has there been any leakage? ☐ Yes ☒ No110. (e) have there been any repairs or replacements made to the roof? ☐ Yes ☒ No

111. Give details to any questions answered "Yes": _____

112. _____

113. _____

114. _____

115. _____

116. _____

117. _____

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

121. Property located at 3605 40th Avenue S Minneapolis 55406

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

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

126. 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	
127. Air-conditioning	<input checked="" type="checkbox"/> <input type="checkbox"/>	Garbage disposal	<input type="checkbox"/> <input type="checkbox"/>	Trash Compactor	<input type="checkbox"/> <input type="checkbox"/>
128. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window		Heating system (central)	<input checked="" type="checkbox"/> <input type="checkbox"/>	TV antenna system	<input checked="" type="checkbox"/> <input type="checkbox"/>
129. Air exchange system	<input type="checkbox"/> <input type="checkbox"/>	Heating system (supplemental)	<input type="checkbox"/> <input type="checkbox"/>	TV cable system	<input type="checkbox"/> <input type="checkbox"/>
130. Carbon Monoxide Detector	<input checked="" type="checkbox"/> <input type="checkbox"/>	Inertiator	<input type="checkbox"/> <input type="checkbox"/>	TV satellite dish	<input type="checkbox"/> <input type="checkbox"/>
131. Ceiling fan	<input checked="" type="checkbox"/> <input type="checkbox"/>	Intercom	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
132. Dishwasher	<input type="checkbox"/> <input checked="" type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/> <input type="checkbox"/>	TV satellite receiver	<input type="checkbox"/> <input type="checkbox"/>
133. Doorbell	<input type="checkbox"/> <input checked="" type="checkbox"/>	Microwave	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
134. Drain tile system	<input type="checkbox"/> <input checked="" type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/> <input type="checkbox"/>	Washer	<input checked="" type="checkbox"/> <input type="checkbox"/>
135. 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"/>
136. 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"/>
137. Exhaust system	<input checked="" type="checkbox"/> <input type="checkbox"/>	Range hood	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
138. Fire sprinkler system	<input type="checkbox"/> <input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/> <input type="checkbox"/>	Windows	<input checked="" type="checkbox"/> <input type="checkbox"/>
139. Fireplace	<input type="checkbox"/> <input type="checkbox"/>	Security system	<input type="checkbox"/> <input type="checkbox"/>	Window treatments	<input checked="" type="checkbox"/> <input type="checkbox"/>
140. Fireplace mechanisms	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		Wood-burning stove	<input type="checkbox"/> <input type="checkbox"/>
141. 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"/>
142. Freezer	<input type="checkbox"/> <input type="checkbox"/>	Smoke detectors (hardwired)	<input type="checkbox"/> <input type="checkbox"/>	Other	<input type="checkbox"/> <input type="checkbox"/>
143. 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"/>
144. 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"/>
145. 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"/>
146. Comments: _____					
147. _____					

150. E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

151. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

152. Seller certifies that Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving
(Check one.)153. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
154. Subsurface Sewage Treatment System Disclosure Statement.)155. ☐ There is a subsurface sewage treatment system on or serving the above-described real property.
156. (See Subsurface Sewage Treatment System Disclosure Statement.)157. ☐ There is an abandoned subsurface sewage treatment system on the above-described real property.
158. (See Subsurface Sewage Treatment System Disclosure Statement.)

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161.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.		
162.	Property located at	3605 40th Avenue S	Minneapolis 55406
163.	F. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.)		
164.	(Check appropriate box.)		
165.	<input checked="" type="checkbox"/>	Seller certifies that Seller does not know of any wells on the above-described real property.	
166.	<input type="checkbox"/>	Seller certifies there are one or more wells located on the above-described real property.	
167.	(See Well Disclosure Statement.)		
168.	Are there any wells serving the above-described property that are not located on the		
169.	property?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
170.	To your knowledge, is this property in a Special Well Construction Area?		<input type="checkbox"/> Yes <input type="checkbox"/> No
171.	G. PROPERTY TAX TREATMENT:		
172.	Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 16.)		
173.	(Check appropriate box.)		
174.	There <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT an exclusion from market value for home improvements on this property. Any		
(Check one.).....		
175.	valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for		
176.	property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the		
177.	resulting tax consequences.		
178.	Additional comments: _____		
179.	_____		
180.	_____		
181.	Preferential Property Tax Treatment		
182.	Is the property subject to any preferential property tax status or any other credits affecting the property?		
183.	(e.g., Disability, Green Acres, CRP, RIM, Rural Preserve)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
184.	If "Yes," would these terminate upon the sale of the property?		<input type="checkbox"/> Yes <input type="checkbox"/> No
185.	Explain: _____		
186.	_____		
187.	_____		
188.	H. METHAMPHETAMINE PRODUCTION DISCLOSURE:		
189.	(A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)		
190.	<input checked="" type="checkbox"/>	Seller is not aware of any methamphetamine production that has occurred on the property.	
191.	<input type="checkbox"/>	Seller is aware that methamphetamine production has occurred on the property.	
192.	(See Methamphetamine Production Disclosure Statement.)		
193.	I. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety		
194.	zone with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations		
195.	are filed with the county recorder in each county where the zoned area is located. If you would like to determine		
196.	if such zoning regulations affect the property, you should contact the county recorder where the zoned area is		
197.	located.		
198.	J. NOTICE REGARDING CARBON MONOXIDE DETECTORS: MN Statute 299F.51 requires Carbon Monoxide		
199.	Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not		
200.	be personal property and may or may not be included in the sale of the home.		
201.	ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.		

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

204. Property located at 3605 40th Avenue S Minneapolis 55406

205. K. CEMETERY ACT:

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

209. To your knowledge, are you aware of any human remains, burials or cemeteries located

210. on the property?

☐ Yes☒ No

211. If "Yes," please explain: _____

212. _____

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

216. L. ENVIRONMENTAL CONCERNS:

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

219. Asbestos?

☐ Yes☒ No

Mold?

☐ Yes☒ No

220. Diseased trees?

☐ Yes☒ No

Radon?

☐ Yes☒ No

221. Formaldehyde?

☐ Yes☒ No

Soil problems?

☐ Yes☒ No

222. Hazardous wastes/substances?

☐ Yes☒ No

Underground storage tanks?

☐ Yes☒ No

223. Lead? (e.g., paint, plumbing)

☐ Yes☒ No

Other?

☐ Yes☒ No224. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental
225. authority ordering the remediation of a public health nuisance on the property?☐ Yes☒ No226. If answer above is "Yes," seller certifies that all orders ☐ HAVE ☐ HAVE NOT been vacated.

.....(Check one.).....

227. Give details to any question answered "Yes": _____

228. _____

229. _____

230. M. OTHER DEFECTS/MATERIAL FACTS:

231. Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or
232. enjoyment of the property or any intended use of the property?☐ Yes☒ No

233. If "Yes," explain below: _____

234. _____

235. _____

236. _____

237. N. ADDITIONAL COMMENTS:

238. There is a rain garden in the corner of the front239. yard. The rain water from the roof is directed to the240. garden via an underground spout.241. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

MN: SPDS-6 (8/10)

Reto Rafter recommends annual service due
to tree roots in neighborhood.

243.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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244. **O. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
245. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
246. leaving the home.
247. Examples of exterior moisture sources may be
- 248. • improper flashing around windows and doors,
 - 249. • improper grading,
 - 250. • flooding,
 - 251. • roof leaks.
252. Examples of interior moisture sources may be
- 253. • plumbing leaks,
 - 254. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
 - 255. • overflow from tubs, sinks or toilets,
 - 256. • firewood stored indoors,
 - 257. • humidifier use,
 - 258. • inadequate venting of kitchen and bath humidity,
 - 259. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
 - 260. • line-drying laundry indoors,
 - 261. • houseplants—watering them can generate large amounts of moisture.
262. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
263. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
264. Therefore, it is very important to detect and remediate water intrusion problems.
265. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
266. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health
267. problems, particularly in some immunocompromised individuals and people who have asthma or allergies to
268. mold.
269. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
270. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
271. property inspected for moisture problems before entering into a purchase agreement or as a condition of your
272. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
273. property.
274. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota
275. Association of REALTORS® web site at www.mnrealtor.com.
276. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**

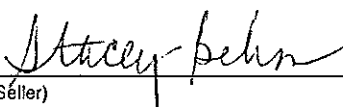
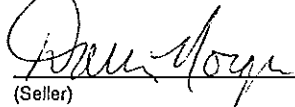
278. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.279. Property located at 3605 40th Avenue S Minneapolis 55406.

280. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
281. offender registry and persons registered with the predatory offender registry under MN Statue 243.166
282. may be obtained by contacting the local law enforcement offices in the community where the property
283. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of
284. Corrections web site at www.corr.state.mn.us.

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

287. Q. SELLER'S STATEMENT:288. *(To be signed at time of listing.)*

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

292.  3/20/2011  3/20/2011
(Seller) (Date) (Seller) (Date)

293. R. BUYER'S ACKNOWLEDGEMENT:294. *(To be signed at time of purchase agreement.)*

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

297. _____
(Buyer) (Date) (Buyer) (Date)

298. S. SELLER'S ACKNOWLEDGMENT:299. *(To be signed at time of purchase agreement.)*

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

302. _____
303. _____
304. _____
305. _____
306. _____

307. _____
(Seller) (Date) (Seller) (Date)

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

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

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

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

317. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**318. Exceptions**

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

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

336. Waiver

337. 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.

340. No Duty to Disclose

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

- 342. (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;
- 344. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
- 345. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.

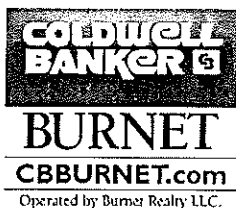
347. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender 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.

352. 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.

354. D. Inspections.

- 355. (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.
- 361. (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.

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



ADDENDUM TO PURCHASE AGREEMENT
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS

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1. Date _____

2. Page _____

3. Addendum to Purchase Agreement between parties, dated _____, 20_____,
4. pertaining to the purchase and sale of the property at 3605 40th Avenue S
5. Minneapolis MN 55406

6. **Section I: Lead Warning Statement**

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

15. **Seller's Disclosure (initial)**

16. slb Dan (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)

18. ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):
20. _____

21. ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. slb Dan (b) Records and reports available to the seller.
23. (Check one below.)

24. ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below):
26. _____

27. ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. **Buyer's Acknowledgment (initial)**

30. _____ (c) Buyer has received copies of all information listed under (b) above.

31. _____ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

32. _____ (e) Buyer has (check one below):

33. ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or

36. ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.

ADDENDUM TO PURCHASE AGREEMENT
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS

38. Page _____

39. Property located at 3605 40th Avenue S Minneapolis MN 55406

40. Real Estate Licensee's Acknowledgement (initial)

41. LA (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. of licensee's responsibility to ensure compliance.

43. Certification of Accuracy

44. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
45. provided by the signatory is true and accurate.46. Stacey Behn 3/20/2011 _____
(Seller) (Date) (Buyer) (Date)47. John Morgan 3/20/2011 _____
(Seller) (Date) (Buyer) (Date)48. Kenneth A. 3/20/11 _____
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

49. Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within ☐ ten (10) ☐ _____ calendar days after Final Acceptance of the Purchase Agreement.
----- (Check one.) -----53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.