



**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

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- 1. Date March 23, 2012
- 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 5801 Southwood Dr
 22. City of Bloomington, County of Hennepin, State of Minnesota.

23. **A. GENERAL INFORMATION:**

- 24. (1) What date July 1985 did you **Acquire** **Build** the home?
.....(Check one.).....
- 25. (2) Type of title evidence: Abstract Registered (Torrens)
- 26. Location of Abstract: Unknown
- 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 requirements? Yes No Unknown
- 35. If "No," or "Unknown," Buyer should consult the local zoning authority.
- 36. (9) encroachments? Yes No
- 37. Are you aware of any
- 38. (10) association, covenants, historical registry, reservations or restrictions that affect or
- 39. may affect the use or future resale of the property? Yes No
- 40. (11) easements, other than utility or drainage easements? Yes No
- 41. (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 5801 Southwood Dr Blanty

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)? Yes No

50. If "Yes," give details of what happened and when: Early 90s when many trees blown down
51. in storm. Hail damage to roof so it was replaced.

53. (2) Have you ever had an insurance claim(s) against your Homeowner's
54. Insurance Policy? Yes No

55. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? See above (1) pipe broke in
56. unheated storage in basement so carpet flooring needed replacement. (2) seal on
57. stone splashguard loosened causing damage (H₂O) to garage ceiling

58. Did you receive compensation for the claim(s)? Yes No

59. If you received compensation, did you have the items repaired? Yes No

60. What dates did the claim(s) occur? (1) See above (2) ~ Jan 2009
61. (3) ~ 2 yr. ago.

62. (3) (a) Has/Have the structure(s) been altered?
63. (e.g., additions, altered roof lines, changes to load-bearing walls) Yes 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.) Yes No

69. If "Yes," please explain: Remodeled kitchen. Remodeled front entry adding
70. bay window and porch entry.

71. (c) Are you aware of any work performed on the property for which
72. appropriate permits were not obtained? Yes No

73. If "Yes," please explain: _____
74. _____

75. (4) Has there been any damage to flooring or floor covering? Yes No

76. If "Yes," give details of what happened and when: See #2
77. _____

78. (5) Are you aware of any insect/animal/pest infestation? Yes No

79. If "Yes," please explain: Recent discovery of mice & 3 holes which have been plugged.
80. Terminex contract has been signed.

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 5801 Southwood Dr. Hmty

85. (6) Do you have or have you previously had any pets? Yes No

86. If "Yes," indicate type Cats and number 2

87. (7) Comments: They left when my daughter moved out the last in 1992.

88. _____

89. _____

90. **C. STRUCTURAL SYSTEMS:** To your knowledge, have any of the following conditions previously existed or do they 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 No

95. (b) drain tile problem Yes No (f) sewer backup Yes No

96. (c) flooding Yes No (g) wet floors/walls Yes No

97. (d) foundation problem Yes No (h) other Yes No

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

99. Two instance in the late 80's when water seeped thru the basement
 100. wall (NW corner) after torrential rains. We had the back yard
 101. regraded since it had sloped toward the house. There is now an
 102. underground drainage field about 20 feet from the house

103. _____

104. _____

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

106. (a) what is the age of the roofing material? 20 years

107. (b) has there been any interior or exterior damage? see #81 Yes No

108. (c) has there been interior damage from ice buildup? Yes No

109. (d) has there been any leakage? Yes No

110. (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. _____

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

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

121. Property located at 5801 Southwood Dr. Blmty

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		
129.	Air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating system (central)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
130.	<input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window			Heating system (supplemental)	<input type="checkbox"/>	<input type="checkbox"/>	TV antenna system	<input type="checkbox"/>	<input type="checkbox"/>
131.	Air exchange system	<input type="checkbox"/>	<input type="checkbox"/>	Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
132.	Carbon Monoxide Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish	<input type="checkbox"/>	<input type="checkbox"/>
133.	Ceiling fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
134.	Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave <u>not built in</u>	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite receiver	<input type="checkbox"/>	<input type="checkbox"/>
135.	Doorbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
136.	Drain tile system	<input type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137.	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Propane Tank	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138.	Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			Water softener	<input type="checkbox"/>	<input type="checkbox"/>
139.	Exhaust system <u>See 239</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
140.	Fire sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	Range hood	<input type="checkbox"/>	<input type="checkbox"/>	Water treatment system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
141.	Fireplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned		
142.	Fireplace mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
143.	Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned <u>equipment</u>			Window treatments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
144.	Freezer <u>with disp.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wood-burning stove	<input type="checkbox"/>	<input type="checkbox"/>
145.	Garage door opener (GDO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
146.	Garage auto reverse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
147.	GDO remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
148.	Garbage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>

149. Comments: Pool table light is excluded from sale. Cap will be installed

151. **E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**

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

153. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
 (Check one.)

154. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
 155. *Subsurface Sewage Treatment System Disclosure Statement*.)

156. There is a subsurface sewage treatment system on or serving the above-described real property.
 157. (See *Subsurface Sewage Treatment System Disclosure Statement*.)

158. There is an abandoned subsurface sewage treatment system on the above-described real property.
 159. (See *Subsurface Sewage Treatment System Disclosure Statement*.)

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



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

163. Property located at 5801 Southwood Dr. Blantg

164. **F. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
 165. (Check appropriate box.)

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

167. Seller certifies there are one or more wells located on the above-described real property.
 168. (See Well Disclosure Statement.)

Capped

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

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

172. **G. PROPERTY TAX TREATMENT:**

173. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 16.)
 174. (Check appropriate box.)

175. There IS IS NOT an exclusion from market value for home improvements on this property. Any
 -----(Check one.)-----
 176. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for
 177. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the
 178. resulting tax consequences.

179. Additional comments: _____

180. _____

181. _____

182. **Preferential Property Tax Treatment**

183. Is the property subject to any preferential property tax status or any other credits affecting the property?

184. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve) Yes No

185. If "Yes," would these terminate upon the sale of the property? Yes No

186. Explain: _____

187. _____

188. _____

189. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

193. (See Methamphetamine Production Disclosure Statement.)

194. **I. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety
 195. zone with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations
 196. are filed with the county recorder in each county where the zoned area is located. If you would like to determine
 197. if such zoning regulations affect the property, you should contact the county recorder where the zoned area is
 198. located.

199. **J. NOTICE REGARDING CARBON MONOXIDE DETECTORS:** MN Statute 299F.51 requires Carbon Monoxide
 200. Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not
 201. be personal property and may or may not be included in the sale of the home.

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

205. Property located at 5801 Southwood Dr Blmty.

206. K. CEMETERY ACT:

207. 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.

210. To your knowledge, are you aware of any human remains, burials or cemeteries located on the property? [] Yes [X] No

212. If "Yes," please explain:

214. 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.

217. L. ENVIRONMENTAL CONCERNS:

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

- 220. Asbestos? [] Yes [X] No Mold? [] Yes [X] No
221. Diseased trees? [X] Yes [] No Radon? [] Yes [X] No
222. Formaldehyde? [] Yes [X] No Soil problems? [] Yes [X] No
223. Hazardous wastes/substances? [] Yes [X] No Underground storage tanks? [] Yes [X] No
224. Lead? (e.g., paint, plumbing) [] Yes [X] No Other? [] Yes [X] No

225. 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? [X] Yes [] No

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

228. Give details to any question answered "Yes": Dutch elm disease found on property & trees were removed by the city.

231. M. OTHER DEFECTS/MATERIAL FACTS:

232. 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 [X] No

234. If "Yes," explain below:

238. N. ADDITIONAL COMMENTS:

239. Exhaust fan for island stove is not working.

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



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

245. Property located at 5801 Southwood Dr Burnet.

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

249. Examples of exterior moisture sources may be

- 250. • improper flashing around windows and doors,
- 251. • improper grading,
- 252. • flooding,
- 253. • roof leaks.

254. Examples of interior moisture sources may be

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

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

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

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

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

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

281. Property located at 5601 Southwood Dr Hwy

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

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

289. Q. SELLER'S STATEMENT:

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

294. [Signature] 3/23/12 (Seller) (Date) (Seller) (Date)

295. R. BUYER'S ACKNOWLEDGEMENT:

296. (To be signed at time of purchase agreement.)
297. I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Property Disclosure Statement and agree
298. that no representations regarding material facts have been made other than those made above.

299. (Buyer) (Date) (Buyer) (Date)

300. S. SELLER'S ACKNOWLEDGMENT:

301. (To be signed at time of purchase agreement.)
302. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts stated above are the
303. same, except for changes as indicated below, which have been signed and dated.

304.
305.
306.
307.
308.

309. (Seller) (Date) (Seller) (Date)

310. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
311. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
312. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause
313. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.
314. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
315. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any
316. other option.

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

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

320. Property located at _____.

321. **Exceptions**

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

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

339. **Waiver**

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

343. **No Duty to Disclose**

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

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

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

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

357. D. **Inspections.**

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

366. **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**

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
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1. Date 3-2-12
2. Page _____

3. Addendum to Purchase Agreement between parties, dated _____,
4. pertaining to the purchase and sale of the property at 5801 Southwood Drive
5. Bloomington, MN 55437

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. SLHD _____ (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. SLHD _____ (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 5801 Southwood Drive Bloomington, MN 55437

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. Sandra L. H. Davenport 3/2/12 _____
(Seller) Sandra L. H. Davenport (Date) (Buyer) (Date)

47. _____
(Seller) (Date) (Buyer) (Date)

48. Laurie Allen 3/2/12 _____
(Real Estate Licensee) Laurie Allen (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.

