



SELLER'S PROPERTY DISCLOSURE STATEMENT

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- 1. Date March 12, 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 5117 Luverne Ave
22. City of Minneapolis, County of Hennepin, State of Minnesota.

A. GENERAL INFORMATION:

- 24. (1) What date May 1978 did you Acquire Build the home?
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?
28. (3) Have you occupied this home continuously for the past 12 months?
29. If "No," explain:
30. (4) Is the home suitable for year-round use?
31. (5) To your knowledge, is the property located in a designated flood plain?
32. (6) Are you in possession of prior seller's disclosure statement(s)?
33. (7) Is the property located on a public or a private road?
34. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size requirements?
35. If "No," or "Unknown," Buyer should consult the local zoning authority.
37. Are you aware of any
38. (9) encroachments?
39. (10) association, covenants, historical registry, reservations or restrictions that affect or
40. may affect the use or future resale of the property?
41. (11) easements, other than utility or drainage easements?
42. (12) Comments:

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



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

46. Property located at 5117 Luverne Ave, Minneapolis, MN 55419-1440

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:

51. *Old shingles caused water damage to*  
52. *second level. Full roof replacement; no*  
53. *reinsurance since.*

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

55. If "Yes," what was the claim(s) for (e.g., hail damage to roof)?

56. *Claim for water damage more than*  
57. *25 years ago.*

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?

61. *More than 25 years ago.*

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

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: *General Finishing performed.*

70.

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:

77.

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

79. If "Yes," please explain:

80.

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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:

88. Died more than a decade ago.

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. (a) - minor static foundation wall cracking - repaired.  
100. (h) - ~~etc~~ evidence of moisture in basement  
101. along east wall; contractor addressed  
102. grading - no problem since.

103.

104.

105. (2) THE ROOF: To your knowledge, (a) what is the age of the roofing material? 13 years

106. (b) has there been any interior or exterior damage?  Yes  No

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

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

109. (e) have there been any repairs or replacements made to the roof?  Yes  No

110. Give details to any questions answered "Yes":

111. (c)(d) ice down damage; contractor repair to area.  
112. (e)

113.

114.

115.

116.

117.

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**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 type="checkbox"/>            | <input type="checkbox"/> |
| 130. | <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window |                                     |                          | Heating system (supplemental) .....                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TV antenna system .....  | <input type="checkbox"/>            | <input type="checkbox"/> |
| 131. | Air-exchange system .....   | <input type="checkbox"/>            | <input type="checkbox"/> | Inertinator .....  | <input type="checkbox"/>            | <input type="checkbox"/> | TV-cable system .....  | <input 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 type="checkbox"/>            | <input type="checkbox"/> | Lawn sprinkler system .....                                    | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> Rented <input type="checkbox"/> Owned |                                     |                          |
| 134. | Dishwasher .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Microwave .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TV-satellite receiver .....                                    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 135. | Doorbell .....  | <input 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 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 .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Range/oven <i>* SEE BELOW</i> .....                            | <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 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 type="checkbox"/> Owned |                                     |                          |
| 142. | Fireplace mechanisms .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Security system .....  | <input type="checkbox"/>            | <input type="checkbox"/> | Windows .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 143. | Furnace humidifier .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> Rented <input type="checkbox"/> Owned |                                     |                          | Window treatments .....  | <input type="checkbox"/>            | <input type="checkbox"/> |
| 144. | Freezer .....   | <input 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 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: (141) Lower Level Fireplace is cosmetic; (142) Main  
 150. Floor Fireplace Damper is cosmetic; damper manually adjusted  
(141) Ice accumulates on freezer floor

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

MN: SPDS-4 (8/11) **\* RIGHT FRONT BURNER DOES NOT HEAT. JCS**



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

163. Property located at 5117 Luverne Ave. Minneapolis, MN 55419-1440

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.)

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.

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206. **K. CEMETERY ACT:**

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

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

211. on the property?

Yes

No

212. If "Yes," please explain:

213.

214. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in  
215. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN  
216. 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  
219. on the property?

220. Asbestos?

Yes

No

Mold?

Yes

No

221. Diseased trees?

Yes

No

Radon?

Yes

No

222. Formaldehyde?

Yes

No

Soil problems?

Yes

No

223. Hazardous wastes/substances?

Yes

No

Underground storage tanks?

Yes

No

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

Yes

No

Other?

Yes

No

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

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":

229.

230.

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  
233. enjoyment of the property or any intended use of the property?

Yes

No

234. If "Yes," explain below:

235.

236.

237.

238. **N. ADDITIONAL COMMENTS:**

239.

240.

241.

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245. Property located at 5117 Luverne Ave, Minneapolis, MN 55419-1440.

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](http://www.mnrealtor.com).

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

MN: SPDS-7 (8/11)

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

281. Property located at 5117 Luverne Ave. Minneapolis, MN 55419-1440

282. P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory  
283. offender registry and persons registered with the predatory offender registry under MN Statute 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](http://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. James E. Schnack 3/12/12 James E. Schnack 3-12-12  
(Seller) James Schnack (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) James Schnack (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.



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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;
- 332. (10) a transfer of newly constructed residential property that has not been inhabited;
- 333. (11) an option to purchase a unit in a common interest community, until exercised;
- 334. (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);
- 335. (13) a transfer to a tenant who is in possession of the residential real property; or
- 336. (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

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1. Date March 12, 2012
2. Page

3. Addendum to Purchase Agreement between parties, dated
4. pertaining to the purchase and sale of the property at 5117 Luverne Ave
5. Minneapolis, MN 55419-1440

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. JES JES (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. [X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. JES JES (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. [X] 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 5117 Luverne Ave Minneapolis, MN 55419-1440

40. Real Estate Licensee's Acknowledgement (Initial)

41. [Signature] (1) 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. [Signature] 3/12/12 \_\_\_\_\_  
(Seller) James Schnack (Date) (Buyer) (Date)

47. [Signature] 3-12-12 \_\_\_\_\_  
(Seller) Janice Schnack (Date) (Buyer) (Date)

48. [Signature] 3/12/12 \_\_\_\_\_  
(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.

TLX:SALE-2 (8/09)

