



SELLER'S DISCLOSURE ALTERNATIVES
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1. Date 5.6.12
2. Page 1 of 4 pages

3. Property located at 7301 Braden Trail,
4. City of Inver Grove Heights, County of Dakota, State of Minnesota.

5. **NOTICE**
6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52
7. through 513.60. To comply with the statute, Seller must provide either a written disclosure to the prospective
8. Buyer (see *Seller's Property Disclosure Statement*) or satisfy one of the following two options:

9. (Select one option only.)

10. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
11. discloses material information relating to the real property that has been prepared by a qualified third party.
12. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or
13. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
14. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
15. written report.

16. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information
17. that is included in a written report, or material facts known by Seller that are not included in the
18. report.

19. The inspection report was prepared by _____
20. _____
21. and dated _____, 20____.

22. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
23. in the above referenced inspection report.

24. _____
25. _____
26. _____
27. _____
28. _____

29. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
30. referenced inspection report.

31. _____
32. _____
33. _____
34. _____
35. _____

36. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or
39. abridge any obligation for Seller disclosure created by any other law.

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



42. Property located at 7301 Braden Trail

43. **OTHER REQUIRED DISCLOSURES:**

44. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
45. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
46. Additionally, there may be other required disclosures by federal, state, local or other governmental entities
47. that are not listed below.

48. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
49. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*

50. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
51. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
52. *Subsurface Sewage Treatment System Disclosure Statement.*)

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

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

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

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

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

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

63. Contaminated Well: Is there a well on or serving the property that contains contaminated water? Yes No

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

65. Comments: _____

66. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 16)

67. There IS IS NOT an exclusion from market value for home improvements on this property. Any valuation
68. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
69. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
70. consequences.

71. Additional comments: _____

72. _____

73. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

74. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

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

76. Seller is aware that methamphetamine production has occurred on the property.
77. *(See Methamphetamine Production Disclosure Statement.)*

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

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





BURNET

7301 Braden Trail

84. Property located at _____

85. F. _____ Buyer has had the opportunity to review page four (4) of this Agreement.

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

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

95. I. SELLER'S STATEMENT:
96. (To be signed at time of listing.)
97. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
98. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

99. [Signature] _____ (Date) 5/6/12 [Signature] _____ (Date)

100. J. BUYER'S ACKNOWLEDGEMENT:
101. (To be signed at time of purchase agreement.)
102. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form
103. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding
104. material facts have been made, other than those made in this form.

105. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

106. K. ADDITIONAL DISCLOSURES:
107. Have not lived on property via systems.
108. _____
109. _____

110. L. SELLER'S ACKNOWLEDGEMENT:
111. (To be signed at time of purchase agreement.)
112. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts are the same, except
113. for changes as indicated below, which have been signed and dated.

114. _____
115. _____
116. _____

117. _____ (Seller) _____ (Date) _____ (Seller) _____ (Date)

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

120. **M. OTHER INFORMATION:**

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

124. Examples of exterior moisture sources may be
125. • Improper flashing around windows and doors,
126. • improper grading,
127. • flooding,
128. • roof leaks.

129. Examples of interior moisture sources may be
130. • plumbing leaks,
131. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
132. • overflow from tubs, sinks or toilets,
133. • firewood stored indoors,
134. • humidifier use,
135. • inadequate venting of kitchen and bath humidity,
136. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
137. • line-drying laundry indoors,
138. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

152. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**
153. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**

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



CONDOMINIUM/TOWNHOUSE/
COOPERATIVE ADDENDUM

COMMON INTEREST COMMUNITY (CIC)

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1. Date 5.6.12
2. Page _____

3. Addendum to Purchase Agreement between parties dated _____, 20 12, pertaining
4. to the purchase and sale of property at 7301 Braden Trail
5. Inver Grove Heights, MN 55076

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

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

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

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

20. "(1) The following notice is required by Minnesota Statutes: The real estate to be conveyed under this Purchase
21. Agreement is or may be subject to a master association as defined in MN Statute 515B. The master developer
22. is required to provide to the buyer, within ten (10) days after receipt of a request from the buyer or the buyer's
23. authorized representative, a statement containing the information required by MN Statute 515B.4-102(a)(20),
24. with respect to the master association. The statement contains important information regarding the master
25. association. The name, address and telephone number of the master developer are:

26.

27.

28. (2) A master developer shall, within ten (10) days after receipt of a request described in clause (1), furnish to the
29. requesting person the information required to be provided by MN Statute 515B.4-102(a)(20)."

30. DOCUMENTATION AND RIGHT TO CANCEL

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

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

- 38. 1) (a) a copy of the declaration (other than any CIC plat), (b) the articles of incorporation, (c) bylaws, (d) any rules
39. and regulations for the association or, and (e) any amendments or supplemental declarations;
- 40. 2) a copy of the master declaration, articles of incorporation, bylaws, and rules and regulations, if the common interest
41. community is a member of a master association;
- 42. 3) a *Disclosure Statement* (for initial sale of property) or *Resale Disclosure Certificate* (for resale of the property)
43. and all amendments thereto required by MCIOA 515B.4-101 or 515B.4-107. The *Resale Disclosure Certificate*
44. from the Association must be dated not more than 90 days prior to the date of the Purchase Agreement or the date
45. of conveyance, whichever is earlier. The Association may charge a reasonable fee for providing the required

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



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

48. Page _____

49. Property located at 7301 Braden Trail Inver Grove Heights, MN 55076.
50. documents, which shall be paid by Seller unless otherwise agreed to in writing. A Seller, on resale of the property,
51. is not liable to Buyer for any erroneous information provided by the Association and included in the *Resale*
52. *Disclosure Certificate*. Nor is a Seller, on resale of the property, liable to Buyer for failure of the Association to
53. provide the *Resale Disclosure Certificate*, or for a delay by the Association in providing said *Disclosure Certificate*
54. in a timely manner. For an initial sale of the property, a declarant of a common interest community may be liable
55. to provide the *Disclosure Statement* and its contents.
56. **RIGHT TO CANCEL PURCHASE AGREEMENT:** Unless Buyer received Association documents (described on lines
57. 36-55) more than ten (10) days before signing the Purchase Agreement, Buyer has the right to cancel this
58. Purchase Agreement within ten (10) days of receipt of said documents. If an *Amendment to a Disclosure*
59. *Statement* (for an initial sale of the property only) materially and adversely affects a Buyer, then Buyer may cancel this
60. Purchase Agreement within ten (10) days after delivery of the *Amendment*. If Buyer elects to cancel this Purchase
61. Agreement, the Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
62. *Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer. Buyer
63. shall return all documents to Seller or shall reimburse Seller for Seller's cost to obtain the documents. Buyer may cancel,
64. without penalty, by either delivering written notice of cancellation to Seller, or licensee representing or assisting Seller,
65. or by mailing such notice by postage-prepaid U.S. mail, to Seller, or licensee representing or assisting Seller, within
66. said ten (10)-day period. On residential transactions, the ten (10)-day rescission period, after delivery of the *Disclosure*
67. *Statement, Amendment to the Disclosure Statement* or the *Resale Disclosure Certificate*, may be modified or waived,
68. in writing, by agreement of Buyer of a unit **ONLY AFTER** Buyer has received and had an opportunity to review the
69. *Disclosure Statement, Amendment to the Disclosure Statement* or *Resale Disclosure Certificate*. The person required
70. to deliver a *Disclosure Statement, Amendment to the Disclosure Statement* or the *Resale Disclosure Certificate* may
71. not condition the sale of the unit on Buyer agreeing to modify or waive Buyer's ten (10)-day right of rescission, may not
72. contractually obligate Buyer to modify or waive Buyer's ten (10)-day right of rescission and may not include a modification
73. or waiver of the ten (10)-day right of rescission in any purchase agreement for the unit. To be effective, a modification or
74. waiver of Buyer's ten (10)-day right of rescission must be evidenced by an instrument separate from the Purchase
75. Agreement signed by Buyer more than **THREE (3) DAYS** after Buyer receives the *Disclosure Statement, Amendment*
76. *to Disclosure Statement* or the *Resale Disclosure Certificate*. On residential transactions, the ten (10)-day rescission
77. period may also be waived or shortened by Buyer's acceptance of conveyance (closing) of the property, in accordance
78. with MN Statute 515B.
79. **ASSOCIATION REPLACEMENT RESERVES AND ASSESSMENTS:** The selling price includes any funds held in
80. replacement reserve by the Unit Owners' Association for repairs or capital improvements. There shall be no adjustment
81. at closing for such replacement reserves, except for such portion of the current (month of closing) monthly assessments
82. allotted for such replacement reserves.
83. **REGULAR ASSESSMENTS:** All Unit Owners' Association regular assessments shall be paid to date of closing by
84. Seller as required by Unit Owners' Association documents. The installment of regular assessments due or paid in
85. the month of closing shall be prorated between Buyer and Seller as of the date of closing. Seller shall furnish paid
86. receipts or a letter from the Unit Owners' Association at closing, confirming that all assessments have been paid as
87. required by Unit Owners' Association documents.
88. **UNIT OWNERS' ASSOCIATION SPECIAL ASSESSMENTS:** Shall be handled as specified on page two (2) of the
89. Purchase Agreement. Seller makes no representation or warranty whatsoever concerning the amount of Unit Owners'
90. Association assessments which may be assessed against the property after the date of closing. Such information, if
91. known, is reflected in the *Disclosure Statement* or *Resale Disclosure Certificate*. However, Seller shall provide Buyer
92. with any written notice received by Seller from the Unit Owners' Association relating to potential expenditures which
93. may occur subsequent to the date of closing.
94. **WARRANTY DISCLAIMER:** Notwithstanding anything to the contrary contained in this Purchase Agreement,
95. Seller makes no warranty of any kind regarding the condition of the common areas and facilities, subject to
96. any statutorily mandated warranty. For an initial sale of a property, the builder/developer may be required by
97. statute to provide specified warranties.

98. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**

99. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:CA-2 (8/11)

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

100. Page _____

101. Property located at 7301 Braden Trail Inver Grove Heights, MN 55076

102. OTHER: _____

103. **EXCEPTIONS:** Most common interest communities will be subject to MN Statute 515B (MCIOA); however, current
104. MN Statute 515B.1-102 (e) states that Chapter 515B shall not apply, unless the association has elected to be
105. covered by MN Statute 515B (MCIOA), to the following:

106. (1) a planned community which consists of two (2) units, which utilizes a common interest community plat complying
107. with section 515B.2-110(d) (1) and (2) if the association was formed before August 1, 2010, or section 515B.2-
108. 1101 if the association was formed on or after August 1, 2010, and is not subject to any rights to subdivide or
109. convert units or to add additional real estate and which is not subject to a master association;

110. (2) a common interest community where the units consist solely of separate parcels of real estate designed or
111. utilized for detached single-family dwellings or agricultural purposes, and where the association or a master
112. association has no obligation to maintain any building containing a dwelling or any agricultural building;

113. (3) a cooperative where, at the time of creation of the cooperative, the unit owners' interests in the dwellings as
114. described in the declaration consist solely of proprietary leases having an unexpired term of fewer than 20
115. years, including renewal options;

116. (4) planned communities utilizing a common interest community plat with section 515B.2-110(d) (1) and (2) if the
117. association was formed before August 1, 2010, or section 515B.2-1101 if the association was formed on or
118. after August 1, 2010 and cooperatives, which are limited by the declaration to nonresidential use; or

119. (5) real estate subject only to an instrument or instruments filed primarily for the purpose of creating or modifying
120. rights with respect to access, utilities, parking, ditches, drainage or irrigation.

121. Unless a common interest community described in (1)-(5) above has elected to be subject to MN Statute 515B,
122. Seller would not be required to provide a *Disclosure Statement*, *Amendment to the Disclosure Statement* or the *Resale*

123. *Disclosure Certificate* or the ten (10)-day purchaser's right of rescission.

124. If you have determined that the common interest community is subject to MN Statute 515B, then the seller
125. MUST provide a *Disclosure Statement*, *Amendment to the Disclosure Statement* or the *Resale Disclosure*
126. *Certificate* and the ten (10)-day purchaser's right of rescission for all common interest communities, including
127. condominiums, townhomes and cooperatives, regardless of when they were created.

128. MN Statute 515B.4-101(c) Neither a *Disclosure Statement* nor a *Resale Disclosure Certificate* need be prepared
129. or delivered in the case of

130. (1) a gratuitous transfer;

131. (2) a transfer pursuant to a court order;

132. (3) a transfer to a government or governmental agency;

133. (4) a transfer to a secured party by foreclosure or deed in lieu of foreclosure;

134. (5) an option to purchase a unit, until exercised;

135. (6) a transfer to a person who "controls," or is "controlled by," the grantor, as those terms are defined with respect
136. to a declarant under MN Statute 515B.1-103(2);

137. (7) a transfer by inheritance;

138. (8) a transfer of special declarant rights under MN Statute 515B.3-104 for associations created before August 1,
139. 2010, and section 515B.3-1041 for associations created on or after August 1, 2010; or

140. (9) a transfer in connection with a change of form of common interest community under MN Statute
141. 515B.2-123.

142. A *Disclosure Statement* and a *Resale Disclosure Certificate* can be waived by written agreement of purchasers of a
143. unit which is restricted to nonresidential use.

144. Margie Mittelstadt 5/6/12 _____
(Seller) Margie Mittelstadt (Date) (Buyer) (Date)

145. Shawn Mittelstadt 5-6-12 _____
(Seller) Shawn Mittelstadt (Date) (Buyer) (Date)

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