



## SELLER'S DISCLOSURE ALTERNATIVES

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1. Date 9-10-12

2. Page 1 of 4 pages

3. Property located at 2615 Park Avenue #308,

4. City of Minneapolis, County of Hennepin, 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 \_\_\_\_\_.

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.

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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.



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## SELLER'S DISCLOSURE ALTERNATIVES

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42. Property located at 2615 Park Avenue #308, Minneapolis, MN 55407

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.**



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**SELLER'S DISCLOSURE ALTERNATIVES**

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84. Property located at 2615 Park Avenue #308, Minneapolis, MN 55407

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

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](http://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. Linda Newell 9-10-13  
(Seller) Linda M Newell (Date) (Seller) (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.

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) Linda M Newell (Date) (Seller) (Date)

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

MN:SDA-3 (8/09)



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## SELLER'S DISCLOSURE ALTERNATIVES

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### 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](http://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**

MN:SDA-4 (8/09)





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

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1. Date 9.10.12  
2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties dated \_\_\_\_\_, 20\_\_\_\_\_, pertaining  
4. to the purchase and sale of property at 2615 Park Avenue #308  
5. Minneapolis, MN 55407

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)**

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49. Property located at 2615 Park Avenue #308 Minneapolis, MN 55407.
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 2615 Park Avenue #308 Minneapolis, MN 55407

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. Linda Newell 9-10-13  
(Seller) Linda M Newell (Date) (Buyer) (Date)

145. \_\_\_\_\_  
(Seller) (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.**



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

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1. Date 9.10.12

2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_,  
4. pertaining to the purchase and sale of the property at 2615 Park Avenue #308  
5. Minneapolis, MN 55407

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. YN (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. YN (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 2615 Park Avenue #308 Minneapolis, MN 55407

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. Linda Newell 9-10-12  
(Seller) Linda M Newell (Date) (Buyer) (Date)

47. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

48. Laurie Allen 9/10/12  
(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)