



SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date 3-19-13

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 eight (8), 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 before 9. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, 10. of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the 11. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing. 12. Seller has disclosure alternatives allowed by MN Statutes. See Seller's Disclosure Alternatives form for further 13. information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or 14. licensee(s) representing or assisting any party in the transaction.

15. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60: 16. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a 17. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause 18. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

19. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in 20. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any 21. other option.

22. INSTRUCTIONS TO BUYER: Buyers are encouraged to thoroughly inspect the property personally or have it inspected 23. by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers NO to any of the questions 24. listed below, it does not necessarily mean that it does not exist on the property. NO may mean that Seller is unaware 25. that it exists on the property.

26. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or 27. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your 28. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions. 29. (6) If any items do not apply, write "NA" (not applicable).

30. Property located at 929 Portland Avenue S #2603, 31. City of Minneapolis, County of Hennepin, State of Minnesota.

32. A. GENERAL INFORMATION:

33. (1) What date July 2009 did you [X] Acquire [] Build the home? (Check one.)

34. (2) Type of title evidence: [] Abstract [X] Registered (Torrens)

35. Location of Abstract:

36. To your knowledge, is there an existing Owner's Title Insurance Policy? [X] Yes [] No

37. (3) Have you occupied this home continuously during your ownership? [X] Yes [] No

38. If "No," explain:

39. (4) Is the home suitable for year-round use? [X] Yes [] No

40. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [] Yes [X] No

41. (6) To your knowledge, does the property include a manufactured home? [] Yes [X] No

42. If "Yes," HUD #(s) is/are

43.

44. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? [] Yes [X] No

Handwritten signature

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

47. Property located at 929 Portland Avenue S #2603 Minneapolis

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

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

50. N/A
 51. If "No," or "Unknown," Buyer should consult the local zoning authority.

52. (9) To your knowledge, is the property located in a designated flood plain? Yes No

53. Are you aware of any
 54. (10) encroachments? Yes No

55. (11) association, covenants, historical registry, reservations or restrictions that affect or
 56. may affect the use or future resale of the property? Yes No

57. (12) easements, other than utility or drainage easements? Yes No

58. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

59. _____
 60. _____

61. **B. GENERAL CONDITION:** To your knowledge, have any of the following conditions previously existed or do they
 62. currently exist?

63. (1) Has there been any damage by wind, fire, flood, hail or other cause(s)? Yes No

64. If "Yes," give details of what happened and when: _____
 65. _____

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

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

70. Did you receive compensation for the claim(s)? Yes No
 71. If you received compensation, did you have the items repaired? N/A Yes No

72. What dates did the claim(s) occur? _____
 73. _____

74. (3) (a) Has/Have the structure(s) been altered?
 75. (e.g., additions, altered roof lines, changes to load-bearing walls) Yes No
 76. If "Yes," please specify what was done, when and by whom (owner or contractor): _____
 77. _____

78. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing,
 79. retaining wall, general finishing.) Yes No
 80. If "Yes," please explain: _____
 81. _____

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

84. If "Yes," please explain: _____
 85. _____

86. _____

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

89. Property located at 929 Portland Avenue S #2603 Minneapolis

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

91. If "Yes," give details of what happened and when: _____

92. _____

93. (5) Do you have or have you previously had any pets? Yes No

94. If "Yes," indicate type Dog and number ONE

95. (6) Comments: _____

96. _____

97. _____

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

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

101. (1) **THE FOUNDATION:** To your knowledge, the type of foundation is (i.e., block, poured, wood, stone, other):

102. _____

103. (2) **THE BASEMENT, CRAWLSPACE, SLAB:**

(N/A)

104. (a) cracked floor/walls Yes No (e) leakage/seepage Yes No

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

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

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

108. Give details to any questions answered "Yes": Common Garage by

109. ASSOCIATION THAT IS UNDERGROUND

110. _____

111. _____

112. (3) **THE ROOF:** To your knowledge,

113. (a) what is the age of the roofing material? 2007 years

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

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

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

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

118. Give details to any questions answered "Yes": Common Roof,

119. _____

120. TO MY KNOWLEDGE THERE HAS NOT BEEN ANY LEAKING

121. _____

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

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

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

129. **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
131.											
132.	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"/>		
	<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"/>		
133.	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"/>		
134.	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"/>		
135.	Ceiling fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned				
136.	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"/>		
137.	Doorbell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned				
138.	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"/>		
139.	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Propane Tank	<input type="checkbox"/>	<input type="checkbox"/>	Water heater Common	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
140.	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"/>		
141.	Exhaust system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned				
142.	Fire sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system	<input type="checkbox"/>	<input type="checkbox"/>		
143.	Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned				
144.	Fireplace mechanisms	<input type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
145.	Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			Window treatments	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
146.	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input type="checkbox"/>	<input type="checkbox"/>	Weed burning stove	<input type="checkbox"/>	<input type="checkbox"/>		
147.	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"/>		
148.	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"/>		
149.	GDO remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>		
150.	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"/>		

152. Comments: _____
 153. _____

154. E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

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

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

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

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

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

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165. Property located at 929 Portland Avenue S #2603 Minneapolis

166. F. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.)

167. (Check appropriate box.)

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

169. Seller certifies there are one or more wells located on the above-described real property.

170. (See Well Disclosure Statement.)

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

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

174. G. PROPERTY TAX TREATMENT:

175. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 16.)

176. (Check appropriate box.)

177. There IS IS NOT an exclusion from market value for home improvements on this property. Any
(Check one).....

178. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for
 179. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the
 180. resulting tax consequences.

181. Additional comments: _____

182. _____

183. _____

184. Preferential Property Tax Treatment

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

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

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

188. Explain: _____

189. _____

190. _____

191. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

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

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

195. (See Methamphetamine Production Disclosure Statement.)

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

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

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207. K. CEMETERY ACT:

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

211. To your knowledge, are you aware of any human remains, burials or cemeteries located
 212. on the property? Yes No

213. If "Yes," please explain: _____

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

218. L. ENVIRONMENTAL CONCERNS:

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

221. Animal/Insect/Pest Infestations?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Lead? (e.g., paint, plumbing)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
222. Asbestos?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Mold?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
223. Diseased trees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Radon?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
224. Formaldehyde?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Soil problems?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
225. Hazardous wastes/substances?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Underground storage tanks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
226. Other? _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

227. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental
 228. authority ordering the remediation of a public health nuisance on the property? Yes No

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

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

231. _____

232. _____

233. _____

234. _____

235. M. OTHER DEFECTS/MATERIAL FACTS:

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

238. If "Yes," explain below: _____

239. _____

240. _____

241. _____

242. _____

243. _____



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

246. Property located at 929 Portland Avenue S #2603 Minneapolis

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

- 250. Examples of exterior moisture sources may be
251. • improper flashing around windows and doors,
252. • improper grading,
253. • flooding,
254. • roof leaks.

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

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

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

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

277. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

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

284. P. ADDITIONAL COMMENTS:
285.
286.
287.
288.
289.



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

292. Property located at 929 Portland Avenue S #2603 Minneapolis

293. **Q. MN STATUTES 513.52 THROUGH 513.60:**

294. **Exceptions**

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

- 296. (1) real property that is not residential real property;
- 297. (2) a gratuitous transfer;
- 298. (3) a transfer pursuant to a court order;
- 299. (4) a transfer to a government or governmental agency;
- 300. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 301. (6) a transfer to heirs or devisees of a decedent;
- 302. (7) a transfer from a cotenant to one or more other co-tenants;
- 303. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 304. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 305. (10) a transfer of newly constructed residential property that has not been inhabited;
- 306. (11) an option to purchase a unit in a common interest community, until exercised;
- 307. (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);
- 308. (13) a transfer to a tenant who is in possession of the residential real property; or
- 309. (14) a transfer of special declarant rights under section 515B.3-104.

312. **Waiver**

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

316. **No Duty to Disclose**

- 317. A. There is no duty to disclose the fact that the property
 - 318. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 - 319. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 320. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 - 321. (3) is located in a neighborhood containing any adult family home, community-based residential facility or
 - 322. nursing home.
- 323. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
324. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
325. manner, provides a written notice that information about the predatory offender registry and persons registered
326. with the registry may be obtained by contacting the local law enforcement agency where the property is
327. located or the Department of Corrections.
- 328. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A
329. and B for property that is not residential property.
- 330. D. **Inspections.**
 - 331. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real
332. property if a written report that discloses the information has been prepared by a qualified third party
333. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
334. federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably
335. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
336. or investigation that has been conducted by the third party in order to prepare the written report.
 - 337. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information
338. included in a written report under paragraph (i) if a copy of the report is provided to Seller.

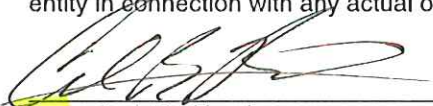

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341. Property located at 929 Portland Avenue S #2603 Minneapolis.

342. **R. SELLER'S STATEMENT:**

343. *(To be signed at time of listing.)*

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

347.  3/6/2013  3/6/13
(Seller) Carl Burkland (Date) (Seller) Ashley Burkland (Date)

348. **S. BUYER'S ACKNOWLEDGEMENT:**

349. *(To be signed at time of purchase agreement.)*

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

352. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

353. **T. SELLER'S ACKNOWLEDGMENT** *(To be signed at time of purchase agreement.):* Seller is obligated to continue
354. to notify Buyer, in writing, of any facts which differ from the facts disclosed herein (new or changed) of which Seller
355. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended
356. use of the property that occur up to the time of closing.

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

359. _____
360. _____
361. _____
362. _____
363. _____
364. _____
365. _____
366. _____

367. _____ (Seller) Carl Burkland _____ (Date) _____ (Seller) Ashley Burkland _____ (Date)

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



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

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2012 Minnesota Association of REALTORS®, Edina, MN

1. Date 3/16/13
2. Page _____

3. Addendum to Purchase Agreement between parties, dated _____, 20 _____, pertaining
4. to the purchase and sale of property at 929 Portland Avenue S #2603
5. Minneapolis MIN 55404.

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
37. and/or 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, 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) a Disclosure Statement (for initial sale of property) and all amendments thereto required by MN Statute
43. 515B.4-101, including a balance sheet of the Association, current within 90 days, and the projected annual budget
44. of the Association and a statement identifying the party responsible for preparation of the budget; or (b) Resale
45. Disclosure Certificate (for resale of property) and all amendments thereto required by MN Statute 515B.4-107,
46. including the most recent regularly prepared balance sheets, income and expense statements and current budget
47. of the Association. The Resale Disclosure Certificate from the Association must be dated not more than 90 days

49. Property located at 929 Portland Avenue S #2603 Minneapolis.
50. prior to the date of this Purchase Agreement or the date of conveyance, whichever is earlier. The Association may
51. charge a reasonable fee for providing the required documents, which shall be paid by Seller. A Seller, on resale
52. of the property, is not liable to Buyer for any erroneous information provided by the Association and included in the
53. *Resale Disclosure Certificate*. Nor is a Seller, on resale of the property, liable to Buyer for failure of the Association
54. to provide the *Resale Disclosure Certificate*, or for a delay by the Association in providing said *Disclosure Certificate*
55. in a timely manner. For an initial sale of the property, a declarant of a common interest community may be liable
56. to provide the *Disclosure Statement* and its contents.
57. **Receipt of the documents relating to the Association and/or the Master Association, if applicable, by Buyer's**
58. **agent, or licensee representing or assisting Buyer, shall constitute delivery of documents to Buyer.**
59. **RIGHT TO CANCEL PURCHASE AGREEMENT:** Unless Buyer received Association documents (described on lines
60. 36-56) more than ten (10) days before signing the Purchase Agreement, Buyer has the right to cancel this
61. Purchase Agreement within ten (10) days of receipt of said documents. This ten (10)-day right of rescission
62. begins when the last document relating to the Association and/or the Master Association, if applicable, is
63. delivered. If an *Amendment to a Disclosure Statement* (for an initial sale of the property only) materially and adversely
64. affects a Buyer, then Buyer may cancel this Purchase Agreement within ten (10) days after delivery of the
65. *Amendment*. If Buyer elects to cancel this Purchase Agreement, the Purchase Agreement is canceled. Buyer and Seller shall
66. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
67. paid hereunder to be refunded to Buyer. Buyer shall return all documents to Seller or shall reimburse Seller for Seller's
68. cost to obtain the documents. Buyer may cancel, without penalty, by either delivering written notice of cancellation to
69. Seller, or licensee representing or assisting Seller, or by mailing such notice by postage-prepaid U.S. mail, to Seller,
70. or licensee representing or assisting Seller, within said ten (10)-day period. On residential transactions, the ten (10)-
71. day rescission period, after delivery of the *Disclosure Statement*, *Amendment to the Disclosure Statement* or the
72. *Resale Disclosure Certificate*, may be modified or waived, in writing, by agreement of Buyer of a unit **ONLY AFTER**
73. Buyer has received and had an opportunity to review the *Disclosure Statement*, *Amendment to the Disclosure Statement*
74. or *Resale Disclosure Certificate*. The person required to deliver a *Disclosure Statement*, *Amendment to the Disclosure*
75. *Statement* or the *Resale Disclosure Certificate* may not condition the sale of the unit on Buyer agreeing to modify or
76. waive Buyer's ten (10)-day right of rescission, may not contractually obligate Buyer to modify or waive Buyer's ten (10)-
77. day right of rescission and may not include a modification or waiver of the ten (10)-day right of rescission in any purchase
78. agreement for the unit. To be effective, a modification or waiver of Buyer's ten (10)-day right of rescission must be
79. evidenced by an instrument separate from the Purchase Agreement signed by Buyer more than **THREE (3) DAYS**
80. after Buyer receives the *Disclosure Statement*, *Amendment to Disclosure Statement* or the *Resale Disclosure Certificate*.
81. On residential transactions, the ten (10)-day rescission period may also be waived or shortened by Buyer's acceptance
82. of conveyance (closing) of the property, in accordance with MN Statute 515B.
83. **ASSOCIATION REPLACEMENT RESERVES AND ASSESSMENTS:** The selling price includes any funds held in
84. replacement reserve by the Unit Owners' Association for repairs or capital improvements. There shall be no adjustment
85. at closing for such replacement reserves, except for such portion of the current (month of closing) monthly assessments
86. allotted for such replacement reserves.
87. **REGULAR ASSESSMENTS:** All Unit Owners' Association regular assessments shall be paid to date of closing by
88. Seller as required by Unit Owners' Association documents. The installment of regular assessments due or paid in
89. the month of closing shall be prorated between Buyer and Seller as of the date of closing. Seller shall furnish paid
90. receipts or a letter from the Unit Owners' Association at closing, confirming that all assessments have been paid as
91. required by Unit Owners' Association documents.
92. **UNIT OWNERS' ASSOCIATION SPECIAL ASSESSMENTS:** Shall be handled as specified on page two (2) of the
93. Purchase Agreement. Seller makes no representation or warranty whatsoever concerning the amount of Unit Owners'
94. Association assessments which may be assessed against the property after the date of closing. Such information, if
95. known, is reflected in the *Disclosure Statement* or *Resale Disclosure Certificate*. However, Seller shall provide Buyer
96. with any written notice received by Seller from the Unit Owners' Association relating to potential expenditures which
97. may occur subsequent to the date of closing.



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

99. Property located at 929 Portland Avenue S #2603 Minneapolis

100. **WARRANTY DISCLAIMER:** Notwithstanding anything to the contrary contained in this Purchase Agreement,
101. Seller makes no warranty of any kind regarding the condition of the common areas and facilities, subject to
102. any statutorily mandated warranty. For an initial sale of a property, the builder/developer may be required by
103. statute to provide specified warranties.

104. **OTHER:** _____

105. _____

106. _____

107. _____

108. _____

109. _____

110. _____

111. _____

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

- 115. (1) a planned community which consists of two (2) units, which utilizes a CIC plat complying with section
116. 515B.2-110(d) (1) and (2) if the association was formed before August 1, 2010, or section 515B.2-1101 if the
117. association was formed on or after August 1, 2010, which is not subject to any rights to subdivide or convert
118. units or to add additional real estate, and which is not subject to a master association;
- 119. (2) a common interest community that consists solely of platted lots or other separate parcels of real estate
120. designed or utilized for detached single-family dwellings or agricultural purposes, with or without common
121. property, where no association or master association has an obligation to maintain any building containing a
122. dwelling or any agricultural building located or to be located on such platted lots or parcels; except that section
123. 515B.4-101(e) shall apply to the sale of such platted lots or parcels of real estate if the common interest
124. community is or will be subject to a master declaration;
- 125. (3) a cooperative where, at the time of creation of the cooperative, the unit owners' interests in the dwellings as
126. described in the declaration consist solely of proprietary leases having an unexpired term of fewer than 20
127. years, including renewal options;
- 128. (4) planned communities utilizing a CIC plat with section 515B.2-110(d) (1) and (2) if the association was formed
129. before August 1, 2010, or section 515B.2-1101(d) (1) and (2) if the association was formed on or after August
130. 1, 2010, and cooperatives, which are limited by the declaration to nonresidential uses in which individual
131. dwellings do not constitute units or other separate parcels of real estate; or
- 132. (5) real estate subject only to an instrument or instruments filed primarily for the purpose of creating or modifying
133. rights with respect to access, utilities, parking, ditches, drainage or irrigation.

134. Unless a common interest community described in (1)–(5) above has elected to be subject to MN Statute 515B,
135. Seller would not be required to provide a *Disclosure Statement, Amendment to the Disclosure Statement* or the *Resale*
136. *Disclosure Certificate* or the ten (10)-day purchaser's right of rescission.

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


142. Property located at 929 Portland Avenue S #2603 Minneapolis.

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

- 145. (1) a gratuitous transfer;
- 146. (2) a transfer pursuant to a court order;
- 147. (3) a transfer to a government or governmental agency;
- 148. (4) a transfer to a secured party by foreclosure or deed in lieu of foreclosure;
- 149. (5) an option to purchase a unit, until exercised;
- 150. (6) a transfer to a person who "controls," or is "controlled by," the grantor, as those terms are defined with respect
- 151. to a declarant under MN Statute 515B.1-103(2);
- 152. (7) a transfer by inheritance;
- 153. (8) a transfer of special declarant rights under MN Statute 515B.3-104 for associations created before August 1,
- 154. 2010, and section 515B.3-1041 for associations created on or after August 1, 2010; or
- 155. (9) a transfer in connection with a change of form of common interest community under MN Statute
- 156. 515B.2-123.

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

159.  3/6/13 _____
(Seller) Carl Burkland (Date) (Buyer) (Date)

160.  3/6/13 _____
(Seller) Ashley Burkland (Date) (Buyer) (Date)

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