



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

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1. Date 05/06/13
2. Page

3. Addendum to Purchase Agreement between parties, dated
4. pertaining to the purchase and sale of the property at 4144 Bryant Ave S #1
5. Minneapolis, MN 55409

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)

Initials: EK JK

16. (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)

18. [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):

20. \_\_\_\_\_

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

Initials: EK JK

22. (b) Records and reports available to the seller.
23. (Check one below.)

24. [ ] Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below):

26. \_\_\_\_\_

27. [X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (initial)

30. (c) Buyer has received copies of all information listed under (b) above.

31. (d) Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.

32. (e) Buyer has (check one below):

33. [ ] Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or

36. [ ] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.



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39. Property located at 4144 Bryant Ave S #1 Minneapolis, MN 55409

40. Real Estate Licensee's Acknowledgement (initial)

41. RA (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.

81F7315B-4D6A-4E52-9C21

46. Emilie Knox 05/06/2013 \_\_\_\_\_  
5/6/2013 6:02:01 PM (Date) (Buyer) (Date)  
(Seller) Emilie Knox  
48844678-54EA-44B0-8DB4

47. Ian Knox 05/06/2013 \_\_\_\_\_  
5/6/2013 9:53:44 PM (Date) (Buyer) (Date)  
(Seller) Ian Knox

48. Laurie A 5/6/13 \_\_\_\_\_  
(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)





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

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1. Date 5.6.13

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3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_, pertaining
4. to the purchase and sale of property at 4144 Bryant Ave S #1
5. Minneapolis MN 55409

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. \_\_\_\_\_

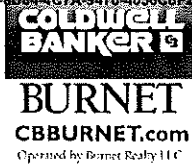
28. (2) A master developer shall, within ten (10) days after receipt of a request described in clause (1), furnish to the
29. requesting person the information required to be provided by MN Statute 515B.4-102(a)(20)."

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





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49. Property located at 4144 Bryant Ave S #1 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.





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99. Property located at 4144 Bryant Ave S #1 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.**



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142. Property located at 4144 Bryant Ave S #1 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.

E1E0DDFA-566A-4FCA-894A

159. Emilie Knox 05/06/2013 \_\_\_\_\_  
5/6/2013 5:01:18 PM  
 (Seller) Emilie Knox (Date) (Buyer) (Date)

160. Ian Knox 05/06/2013 \_\_\_\_\_  
 (Seller) Ian Knox (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.**

MN:CA-4 (10/12)