



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

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1. Date 01/01/2019
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3. Addendum to Purchase Agreement between parties, dated , 20 ,
4. pertaining to the purchase and sale of the property at 4023 14th Avenue S
5. 17A Minneapolis MN 55407

6. 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 (Check one.)

16. [X] Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.
18. [ ] Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint hazards
20. in the housing. (Please explain and list documents below.):
21.
22.
23.

24. Buyer's Acknowledgment

25. Buyer has received copies of all information listed above, if any.
26. Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.
27. Buyer has (Check one.):
28. [ ] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or
30. [ ] Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.
32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34. shall be completed within [ ] TEN (10) [ ] Calendar Days after Final Acceptance of the Purchase
35. Agreement.

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

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37. Property located at 4023 14th Avenue S 17A Minneapolis MN 55407

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,  
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee  
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely  
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk  
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days  
43. after delivery of the written list of required corrections that:  
44. (A) some or all of the required corrections will be made; or  
45. (B) Buyer waives the deficiencies; or  
46. (C) an adjustment to the purchase price will be made;  
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is  
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that  
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or  
51. assisting Seller of the waiver or removal, in writing, within the time specified.

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52. **Real Estate Licensee's Acknowledgment**

53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's  
54. responsibility to ensure compliance.

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55. **Certification of Accuracy**

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information  
57. provided by the signatory is true and accurate.

58. 

<u>Authentisign</u>	<u>01/01/2019</u>	_____	_____
<u>Melissa L Ziegler</u>	(Date)	(Buyer)	(Date)
<small>Seller</small>			
<small>1/1/2019 2:09:30 PM CST</small>			

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

60. Laurie A 1-1-19  
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)



ADDENDUM TO PURCHASE AGREEMENT:
CONDOMINIUM/TOWNHOUSE/
COOPERATIVE

COMMON INTEREST COMMUNITY ("CIC")

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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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COOPERATIVE  
COMMON INTEREST COMMUNITY ("CIC")**

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49. Property located at 4023 14th Avenue S Minneapolis MN 55407.
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 here 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*  
 74. *Statement*, or the *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:** Unit Owners' Association special assessments shall be  
 93. handled as specified on page six (6) of the Purchase Agreement. Seller makes no representation or warranty whatsoever  
 94. concerning the amount of Unit Owners' Association assessments which may be assessed against the Property after  
 95. the date of closing. Such information, if known, is reflected in the *Disclosure Statement* or *Resale Disclosure Certificate*.  
 96. However, Seller shall provide Buyer with any written notice received by Seller from the Unit Owners' Association relating  
 97. to potential expenditures which may occur subsequent to the date of closing.



ADDENDUM TO PURCHASE AGREEMENT:
CONDOMINIUM/TOWNHOUSE/
COOPERATIVE
COMMON INTEREST COMMUNITY ("CIC")

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99. Property located at 4023 14th Avenue S Minneapolis MN 55407

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 plotted 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.



ADDENDUM TO PURCHASE AGREEMENT:  
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COMMON INTEREST COMMUNITY ("CIC")

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142. Property located at 4023 14th Avenue S Minneapolis MN 55407

143. MN Statute 515B.4-101(c) **Neither a Disclosure Statement nor a Resale Disclosure Certificate need be prepared 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 to a declarant under MN Statute 515B.1-103(2);
- 151. (7) a transfer by inheritance;
- 152. (8) a transfer of special declarant rights under MN Statute 515B.3-104 for associations created before August 1, 2010, and section 515B.3-1041 for associations created on or after August 1, 2010; or
- 153. (9) a transfer in connection with a change of form of common interest community under MN Statute 515B.2-123.

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

159. Authentisign  
Melissa L Ziegler 01/01/2019  
(Seller) 1/1/2019 2:09:27 PM CST (Date) (Buyer) (Date)

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

161. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
162. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:APA:CIC-4 (8/17)



**ADDENDUM TO PURCHASE AGREEMENT:  
BUYER PURCHASING "AS IS" AND  
LIMITATION OF SELLER LIABILITY**

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3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**  
4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**  
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_,  
7. pertaining to the purchase and sale of the Property located at 4023 14th Avenue S  
8. 17A Minneapolis MN 55407.

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property,  
10. including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing,  
11. Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order  
12. to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall  
13. remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed.  
16. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*.  
17. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations  
18. regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing,  
19. Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory  
20. to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims  
21. related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**  
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**  
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. 

Authentisign	01/01/2019		
<i>Melissa L Ziegler</i>			
(Seller) 1/1/2019 2:09:38 PM CST	(Date)	(Buyer)	(Date)

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

27. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
28. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

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- 1. Date 01/01/2019
2. Page 1 of 5 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at 4023 14th Avenue S
6. City of Minneapolis, County of Hennepin, State of Minnesota.

7. NOTICE: Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
9. prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the
10. following two options. Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

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

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

23. The inspection report was prepared by
24.
25. and dated, 20.

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

28.
29.
30.

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

33.
34.
35.

36. 2) [X] 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. NOTE: If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
44. property that occur, other than those disclosure requirements created by any other law.

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







DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

48. Property located at 4023 14th Avenue S Minneapolis MN 55407

49. OTHER REQUIRED DISCLOSURES:

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

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

56. Seller certifies that Seller [ ] DOES [X] DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
58. Disclosure Statement: Subsurface Sewage Treatment System.)

59. [ ] There is a subsurface sewage treatment system on or serving the above-described real property.
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)

61. [ ] There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)

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

65. [X] Seller certifies that Seller does not know of any wells on the above-described real property.

66. [ ] Seller certifies there are one or more wells located on the above-described real property.
67. (See Disclosure Statement: Well.)

68. Are there any wells serving the above-described property that are not located on the property? [ ] Yes [X] No
69. To your knowledge, is the property in a Special Well Construction Area? [ ] Yes [X] No

70. Comments: \_\_\_\_\_

71. \_\_\_\_\_

72. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 18)

73. There [ ] IS [X] IS NOT an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments: \_\_\_\_\_

78. \_\_\_\_\_

79. D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller [ ] IS [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described here.

85. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.

91. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
92. for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding
93. FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to
94. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.



DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES
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96. Property located at 4023 14th Avenue S Minneapolis MN 55407

97. E. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

99. [X] Seller is not aware of any methamphetamine production that has occurred on the property.

100. [ ] Seller is aware that methamphetamine production has occurred on the property.

101. (See Disclosure Statement: Methamphetamine Production.)

102. F. RADON DISCLOSURE:

103. (The following Seller disclosure satisfies MN Statute 144.496.)

104. RADON WARNING STATEMENT: The Minnesota Department of Health strongly recommends that ALL
105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

108. Every buyer of any interest in residential real property is notified that the property may present exposure to
109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
112. information on radon test results of the dwelling.

113. RADON IN REAL ESTATE: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
114. Department of Health's publication entitled Radon in Real Estate Transactions, which is attached hereto and
115. can be found at www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
119. the court. Any such action must be commenced within two years after the date on which the buyer closed the
120. purchase or transfer of the real property.

121. SELLER'S REPRESENTATIONS: The following are representations made by Seller to the extent of Seller's actual
122. knowledge.

123. (a) Radon test(s) [ ] HAVE [X] HAVE NOT occurred on the property.
------(Check one.)-----

124. (b) Describe any known radon concentrations, mitigation, or remediation. NOTE: Seller shall attach the most
125. current records and reports pertaining to radon concentration within the dwelling:

126. \_\_\_\_\_
127. \_\_\_\_\_
128. \_\_\_\_\_

129. (c) There [ ] IS [X] IS NOT a radon mitigation system currently installed on the property.
------(Check one.)-----

130. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
131. description and documentation.

132. \_\_\_\_\_
133. \_\_\_\_\_
134. \_\_\_\_\_

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



## DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

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140. Property located at 4023 14th Avenue S Minneapolis MN 55407

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping  
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the  
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many  
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the  
147. home.

148. Examples of exterior moisture sources may be

- 149. • improper flashing around windows and doors,
- 150. • improper grading,
- 151. • flooding,
- 152. • roof leaks.

153. Examples of interior moisture sources may be

- 154. • plumbing leaks,
- 155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 156. • overflow from tubs, sinks, or toilets,
- 157. • firewood stored indoors,
- 158. • humidifier use,
- 159. • inadequate venting of kitchen and bath humidity,
- 160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 161. • line-drying laundry indoors,
- 162. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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



DISCLOSURE STATEMENT:
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180. Property located at 4023 14th Avenue S Minneapolis MN 55407

181. K. SELLER'S STATEMENT:

182. (To be signed at time of listing.)

183. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
184. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
185. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
186. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
187. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
188. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
189. provide a copy to the prospective buyer.

190. QUALIFIED THIRD-PARTY INSPECTION: If Seller has made a disclosure under the Qualified Third-Party
191. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
192. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
193. the property that occur up to the time of closing. To disclose new or changed facts, please use the Amendment to
194. Disclosure Statement form.

195. WAIVER: If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
196. and will NOT disclose any new or changed information regarding facts.

197. OTHER REQUIRED DISCLOSURES (Sections A-F): Whether Seller has elected a Qualified-Third Party Inspection
198. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
199. Disclosures up to the time of closing. To disclose new or changed facts, please use the Amendment to Seller's
200. Disclosure form.

201. [Authentisign Signature: Melissa L Ziegler, Date: 01/01/2019, Seller, 1/1/2019 2:09:36 PM CST, (Date), (Seller), (Date)]

202. L. BUYER'S ACKNOWLEDGEMENT:

203. (To be signed at time of purchase agreement.)

204. I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Disclosure Alternatives form and agree to
205. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
206. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
207. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
208. for any inspections or warranties the party(ies) may wish to obtain.

209. The information disclosed is given to the best of the Seller's knowledge.

210. (Buyer) (Date) (Buyer) (Date)

211. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
212. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.



# Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, **any home can have high levels of radon**.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

## Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

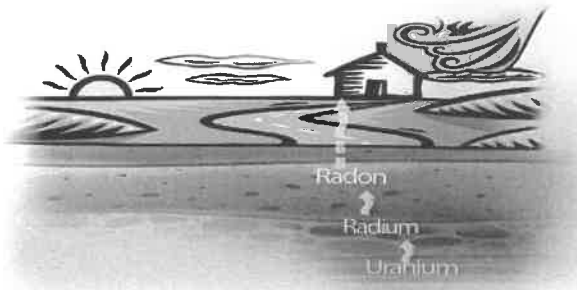
1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

## Radon Facts

**How dangerous is radon?** Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

**Where is your greatest exposure to radon?** For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

**What is the recommended action based on my results?** If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



### MDH Radon Program

PO Box 64975  
St Paul, MN 55164-0975  
health.indoor@state.mn.us  
www.health.state.mn.us/radon  
651-201-4601  
800-798-9050

**MDH** Minnesota  
Department of Health

INDOOR AIR UNIT

 MINNESOTA  
REALTORS  
InstantFORMS®

## Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

**Before testing:** Begin closed-house conditions at least 12 hours before the start of the radon test.

**During testing:** Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

**Where should the test be conducted?** Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

## Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

**Radon mitigation** is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

**After a radon mitigation system is installed** perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

## Radon Warning Statement

*"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.*

*Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling".*

**How are radon tests conducted in real estate transactions?** There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



**All radon tests should be conducted by a certified professional.** This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.