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04/13/14

				REPORT	f5 'S, IF ANY, ARE . PART HEREOF	_ pages: RECORDS AND ATTACHED HERETO AND
	-		W Franklin Avenue			,
						, State of Minnesota.
3. 513. 9. pros 10. Disc 11. assis	.52 through 513 spective Buyer of closures made he	.60. To com (see <i>Seller's</i> erein, if any, a	ply with the statute, s Property Disclosure are not a warranty or g	Seller must presente Statement) or uarantee of any	ovide either a satisfy one of the kind by Seller or	equirements of MN Statutes written disclosure to the he following two options. licensee(s) representing or ties the party(ies) may wish
4. 1) [5. 6. 7. 8.	discloses ma "Qualified thi prospective E for the type o written repor	THIRD-PAR aterial inform and party" me Buyer reason of inspection t.	ation relating to the rea eans a federal, state or ably believes has the e or investigation that ha	al property that he control of the control of the control of the conduct of the c	nas been prepare intal agency, or a try to meet the ind ed by the third pa	Buyer a written report that ad by a qualified third party. The person whom Seller or dustry standards of practice arty in order to prepare the
20. 21. 22.	Seller shall on that is inclusive report.	disclose to p ded in a w	rospective Buyer mat ritten report, or mate	erial facts know erial facts know	n by Seller that on by Seller that	ontradict any information tare not included in the
23.	The inspection	on report was	s prepared by			
4.						······································
5. •			, 20			
6. 7. 3. 9.	in the above	referenced ir	ne following material fa	acts known by Se	eller that contradi	ct any information included
). . 2.	referenced in	spection rep	ort.			not included in the above
3. *	A spot	on th	cailing of	the south	n bedroo	m Was unspecte
	bythe	Q5500	iation. The	re was 1	10 aama	ge to the 100f.
j. _			paint are	•		-
6. 2)) '.	walver: The and Buyer he	e written disc reby waive t	losure required may be he written disclosure re	waived if Seller a equired under Mi	and prospective B N Statutes 513.52	uyer agree in writing. Seller 2 through 513.60.
3.).). 3.	MN Statutes is aware that intended use not obligated adversely and	513.52 throu could adver of the prope to update B d significantl	ugh 513.60, Seller is nesely and significantly erty, other than those suyer on any changes	ot obligated to o affect the Buyer disclosure requir made to materia e or enjoyment	disclose ANY ma is use or enjoym rements created al facts of which of the property of	disclosure required under terial facts of which Seller ent of the property or any by any other law. Seller is Seller is aware that could or any intended use of the r law.
i. i.	Waiver of the abridge any	e disclosure obligation fo	e required under MN or Seller disclosure c	Statutes 513.52 reated by any o	through 513.60 ther law.	does not waive, limit or

Instan©t forms



47. Page 2

48.	Pr	operty located at	7313 W Franklin Avenue, St. Louis Park, MN 55426
49. 50. 51. 52. 53.		requires s AddItiona	DISCLOSURES: n to electing one of the above alternatives to the material fact disclosure, Minnesota law also sellers to provide other disclosures to prospective buyers, such as those disclosures listed below. Ily, there may be other required disclosures by federal, state, local or other governmental entitles ot listed below.
54. 55.	A.	SUBSURFACE S disclosure is requi	EWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system ired by MN Statute 115.55.) (Check appropriate box.)
56.		Seller certifies tha	t Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
57. 58.		the above-describ	ned real property. (If answer is DOES , and the system does not require a state permit, see ge Treatment System Disclosure Statement.)
59. 60.		There is a sub (See Subsurfa	osurface sewage treatment system on or serving the above-described real property. ace Sewage Treatment System Disclosure Statement.)
61. 62.		There is an at (See Subsurfa	pandoned subsurface sewage treatment system on the above-described real property. Ace Sewage Treatment System Disclosure Statement.)
63. 64.	В.	PRIVATE WELL (Check appropriat	DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.) to box.)
65.		Seller certifies	that Seller does not know of any wells on the above-described real property.
66. 67.		Seller certifies (See Well Disc	s there are one or more wells located on the above-described real property. closure Statement.)
68.		Are there any well	s serving the above-described property that are not located on the property? $\ $ $\ $ Yes $\ $ $\ $ No
69.			II: Is there a well on or serving the property that contains contaminated water? Yes No
70.		To your knowledge	e, is the property in a Special Well Construction Area?
71.		Comments:	
72.			
73.			
74.	C.	VALUATION EXC	LUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 16)
75.			NOT an exclusion from market value for home improvements on this property. Any valuation
76.		(Oriotal Orio	r.) ninate upon sale of the property, and the property's estimated market value for property tax purposes
77. 78.		shall Increase. If	f a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
79.		consequences.	nts;
80.		Additional comme	115,
81.			
82. 83.	D.		MINE PRODUCTION DISCLOSURE: ine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
84.			vare of any methamphetamine production that has occurred on the property.
85.			that methamphetamine production has occurred on the property.
86.		(See Methamp	phetamine Production Disclosure Statement.)

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87. Page 3

88.	Pı	roperty Id	ocated at 7313 W Franklin Avenue, St. Louis Park, MN 55426
89. 90.	E.		N DISCLOSURE: ollowing Seller disclosure satisfies MN Statute 144.496.)
91. 92. 93. 94.		the rad	N WARNING STATEMENT: The Minnesota Department of Health strongly recommends that ALL uyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having fon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily used by a qualified, certified, or licensed, if applicable, radon mitigator.
95. 96. 97. 98. 99.		Radon cause	buyer of any interest in residential real property is notified that the property may present exposure to rous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading overall. The seller of any interest in residential real property is required to provide the buyer with any ation on radon test results of the dwelling.
100. 101. 102.		www.h	N IN REAL ESTATE: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota ment of Health's publication entitled <i>Radon in Real Estate Transactions</i> , which can be found at ealth.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.
103. 104. 105. 106. 107.		Statute the cou	r who fails to disclose the information required under MN Statute 144.496, and is aware of material facts ing to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by urt. Any such action must be commenced within two years after the date on which the buyer closed the se or transfer of the real property.
108. 109.		SELLE knowle	R'S REPRESENTATIONS: The following are representations made by Seller to the extent of Seller's actual dge.
110.		(a)	Radon test(s) HAVE HAVE NOT occurred on the property.
111. 112.		(b)	Describe any known radon concentrations, mitigation, or remediation. NOTE: Seller shall attach the most current records and reports pertaining to radon concentration within the dwelling:
113.			
114.			
115. 116.		(c)	There IS X IS NOT a radon mitigation system currently installed on the property.
117. 118.			If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system description and documentation.
119.			
120.			
121.			
122. 123. 124. 125.	F.	filed wit	E REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety zone ning regulations adopted by the governing body that may affect the property. Such zoning regulations are in the county recorder in each county where the zoned area is located. If you would like to determine if such regulations affect the property, you should contact the county recorder where the zoned area is located.
126. 127. 128. 129.	G.	MN Sta	EREGARDING CARBON MONOXIDE DETECTORS: tute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the home.

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131.	Property located at 7313 W Franklin Avenue, St. Louis Park, MN 55426
132. 133. 134.	H. 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.
135. 136. 137. 138. 139.	 Examples of exterlor moisture sources may be Improper flashing around windows and doors, improper grading, flooding, roof leaks.
140. 141. 142. 143. 144. 145. 146. 147. 148.	 Examples of interior moisture sources may be plumbing leaks, condensation (caused by indoor humidity that is too high or surfaces that are too cold), overflow from tubs, sinks or toilets, firewood stored Indoors, humidifier use, inadequate venting of kitchen and bath humidity, improper venting of clothes dryer exhaust outdoors (including electrical dryers), line-drying laundry indoors, houseplants—watering them can generate large amounts of moisture.
150. 151. 152.	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 fungl. Mold growth may also cause structural damage to the property. Therefore, it is very important to detect and remediate water intrusion problems.
153. 154. 155.	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.
156. 157. 158. 159. 160.	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 any musty odors on the property.
161. 162.	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.

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

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web site at www.corr.state.mn.us.

164.

165.

166. 167.





168. Page 5

169.	Prop	perty located at	73	13 W Frankli	n Avenue, St. Louis Park, MN 55	426			
170.	J. \$	SELLER'S STATEMEN	IT:						
171. 172. 173. 174. 175. 176. 177.	t t t s	(To be signed at time of listing.) Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.							
179. 180. 181. 182. 183.	i: L	nspection, Seller Is ob s aware that could adve	llgated to disclose ersely and signIflo occur up to the tim	e to Buyer in antly affect th	has made a disclosure under writing of any new or changed e Buyer's use or enjoyment of the odlsclose new or changed facts,	information of which Seller property or any intended			
184. 185.	V a	WAIVER: If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose and will NOT disclose any new or changed information regarding material facts.							
186. 187. 188. 189.	O [OTHER REQUIRED DISCLOSURES (Sections A-E): Whether Seller has elected a Qualified-Third Party Inspection or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed information regarding Other Required Disclosures up to the time of closing. To disclose new or changed facts, please use the <i>Amendment to Seller's Disclosure</i> form.							
190.	. (5	382DE518-88AC Roso Teichner 4/13/2014 8:22:54 PM Seller) Ross Teichner	04/13/2014	(Date)	Carolyn Teichner 4/13/2014 8:06:00 PM (Seller) Carolyn Teichner	04/13/2014 (Date)			
191.	K. B	BUYER'S ACKNOWLE	DGEMENT:	()	(South) Carolyn Telemen	(Dale)			
192.		To be signed at time of		nent.)					
193. 194. 195.	tr	We, the Buyer(s) of the he seller's disclosure of acts have been made,	ption selected in	this form. I/W	ot of this <i>Seller's Disclosure Alte</i> e further agree that no represel orm.	rnatives form and agree to ntations regarding material			
196.	(E	Buyer)		(Date)	(Buyer)	(Date)			
197. 198.		LISTING BROK NOT RES	ER AND LICENS PONSIBLE FOR	SEES MAKE ANY CONDI	NO REPRESENTATIONS HER TIONS EXISTING ON THE PRO	EIN AND ARE OPERTY.			
MN:DS:	:SDA-5	5 (12/13)							



Authentisign ID: 7FAFA394-79CB-4 **Racton** in **Real Estate Transactions**



All Minnesota homes can have dangerous levels of **radon gas** in them. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the earth. When inhaled, its radioactive perticles can damage the cells that line 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, making it a serious health concern for all Minnesotans.

It does not matter if the home is old or new and 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 built before 2010 and 1 in 5 homes built since 2010 exceed the 4.0 pCi/L action level.



In Minnesota, buyere and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, It is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesote Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a redon test when purchasing a house. 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.



<u>Disclosure Requirements</u>

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. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, before signing a purchase agreement to sell or transfer residential real property, the seller shell disclose in writing to the buyer any knowledge the seller has of redon concentrations in the dwelling.

The disclosure shall include:

- 1. whether a radon test or tests have occurred on the property;
- the most current records and reports pertaining to radon concentrations within the dwelling;
- a description of any radon concentrations, mitigation, or remediation;
- information regarding the radon mitigation system, including system description and documentation, If such system has been installed in the dwelling; and
- 5. a radon warning statement

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."

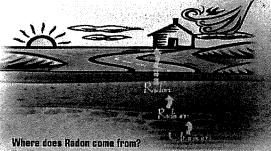
Radon Facts

How dangerous is radon?

Redon is the **number one cause of lung cancer in non-smokers** and the second leading cause of lung cancer overall, next to tobacco smoking. Thankfully, much of this risk can be prevented through teating and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

Where is your greatest exposure to radon?

Redon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sested or drafty, with or without a basement, any home can have high levels of radon.



Radon comes from the soil, it is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structure.

I have a new home, aren't raden levels reduced already?

Homes built in Minnesota since June 2009 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistent New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

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 house should be fixed**. Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.



Authentisign ID: 7FAFA HANGUR-1868 BLOSEN CORRECTION real estate transactions?

Because of the unique nature of real estate transactions, involving multiple perties and financial interests, there are special protocols for radon testing.



Continuous Radon Monitor (CRM)

Fastest

Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.

Test report is analyzed to ensure that it is a valid test.



Simultaneous Short-term Testing

Second fastest

Two short-term test kits are used at the same time, placed 6-12 inches apart, for a minimum of 48 hours.

Test kits are sent to the lab

for analysis.

The two test results are averaged to get the radon level.



Sequential Short-Term Testing

Slowest

One short-term test is performed for a minimum of 48 hours.

Test kit is sent to lab for analysis.

Another short-term kit is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 houre.

Test kit is sent to the lab for analysis.

The two test results are averaged to get the radon level.

Radon Testing House conditions when testing

Be aware that any test lasting less than three months

requires closed-house conditions.

Closed-house Conditions: Mean keeping 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.

Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest liveble area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

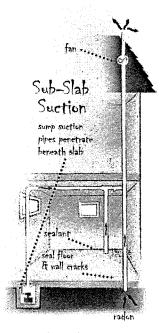
The test kit should be placed:

- two 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
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be testad. For instance, if the house has one or more of the following foundation types—basement, crawl space, slab-ongrade—a test should be performed in the basement and in at least one room over the crawlspace and one room with a slab-on-grade area.

Who should conduct radon testing in real estate transactions?

All redon tests should be conducted in accordance with national redon measurement protocols, by a certified end MDH-listed professional. This ensures the tast was conducted properly, in the correct location, and under appropriate building conditions. A list of these redon measurement professionals can be found at MDH's Radon web sita. A seller may have previously conducted testing in a property. If the test result is at or above the action level, the home should be mitigated.



Radon Mitigation

Lowering radon in existing homes - Radon Mitigation

When elevated levels of redon are found, they should be mitigated. Elevated redon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a redon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.

Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation;
- Names of trained, certified and MDH-listed radon professionals;

MDH Radon Program

625 Robert St N P.D. Box 64975 St. Paul, MN 55164-0975 (651) 201-4601 1(800) 798-9050



Email: health.indoorair@state.mn.us Web: www.health.state.mn.us/radon







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

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		1. Date04/13/14
		2. Page
3.	Addendum to Purch	ase Agreement between parties, dated
4.		chase and sale of the property at7313 W Franklin Avenue
5.	St. Louis Park, MI	N 55426
6.	Section I: Lead Wa	rning Statement
7.	Every buyer of any in	nterest In residential real property on which a residential dwelling was built prior to 1978 is potified
8. 9.	mai such property i	illay present exposure to lead from lead-based paint that may place young children at rick at
10.	rearring disabilities,	coning. Lead poisoning in young children may produce permanent neurological damage, including reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also
11. 12.	Poses a particular ris	sk to pregnant women. The seller of any interest in residential real property is required to provide
13.	ule buyer with arry	information on lead-based paint hazards from risk assessments or inspections in the seller's fy the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
14.	lead-based paint haz	zards is recommended prior to purchase.
15.	Seller's Disclosure	(initial)
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.		Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22.	CI RI (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 Acknowled	gment (initial)
30.	(c)	Buyer has received copies of all information listed under (b) above.
31.		Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.
32.		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. 37.		Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards



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

			38. Page	
39.	Property located at 7313 W Fr	anklin Avenue	<u> </u>	ark, MN 55426
40. 41. 42.	Real Estate Licensee's Acknowled (f) Real estate license of licensee's respo	•	r of Seller's obligations under 42 l	J.S.C. 4852(d) and is aware
			mphanos.	
43. 44. 45.	Certification of Accuracy The following parties have reviewed th provided by the signatory is true and 24C640FA-43B9 Ross Teichner 4(13)2014 8:22:53 PM 04/13/	accurate.	and certify, to the best of their kno	wledge, that the information
70.	(Seller) Ross Teichner	(Date)	(Buyer)	(Date)
47.	Caralyn Seichner 04/13/	2014		
48.	(Seller) Carolyn Teichner Aurie	(Date)	(Buyer)	(Date)
٠٠.	(Real Estate Licensee) Laurie M Allen	(Date)	(Real Estate Licensee)	(Date)
49. 50. 51.	Section II: Contingency (Initial only This contract is contingent upon a based paint and/or lead-based paint	rlsk assessment or hazards to be cond	an inspection of the property ducted at Buyer's expense. The	for the presence of lead- assessment or inspection
52.	shall be completed within ten (10)	cale	endar days after Final Acceptance	of the Purchase Agreement.
53. 54. 55. 56. 57. 58. 59. 60. 61. 62.	This contingency shall be deemed remeal estate licensee representing or as Seller, within three (3) calendar days a deficiencies and the corrections requiand Buyer have not agreed in writing withat: (A) some or all of the required continuous price will be made; this Cancellation of Purchase Agreement be refunded to Buyer. It is understood the providing that Buyer or real estate liven representing or assisting Seller of the	oved, and the Purcha ssisting Buyer delive fter the assessment ired, together with a ithin three (3) calend rections will be made a Purchase Agreeme confirming said can nat Buyer may unilated censee representing	ase Agreement shall be in full force or to Seller or real estate license or inspection is timely completed copy of any risk assessment or ar days after delivery of the writte ; or (B) Buyer waives the deficience ent is canceled. Buyer and Selle cellation and directing all earnes rally waive deficiencies or defects, g or assisting Buyer notifies Sel	e and effect, unless Buyer or the representing or assisting a written list of the specific inspection report. If Seller in list of required corrections cles; or (C) an adjustment to the shall immediately sign a at money paid hereunder to or remove this contingency, alter or real estate licensee

TLX:SALE-2 (8/09)



Authentisign ID: 7FAFA39



ADDENDUM TO PURCHASE AGREEMENT: CONDOMINIUM/TOWNHOUSE/ **COOPERATIVE**

COMMON INTEREST COMMUNITY (CIC)
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04/13/14

Date

			1. 540			
			2. Page			
3.	Addend	dum to Purchase Agreement between parties,	dated		, 20	, pertaining
4.	to the p	ourchase and sale of Property at 7313 W I	ranklin Avenue			· · · · · · · · · · · · · · · · · · ·
5.		St. Louis Park		MN		55426
6. 7. 8. 9.	under	TRANSACTION MAY NOT BE SUBJECT T "EXCEPTIONS") AND TEN (10)-DAY RIGH TO DETERMINE WHETHER THESE PROVIS HASE.	IT OF CANCELLA	ATION DESC	RIBED BELO	W. BUYER MAY
10. 11. 12. 13. 14. 15.	condon subject "Th or r	E: Unless they are otherwise exempt, the inliniums or cooperatives or planned communities to the Minnesota Common Interest Ownerships following notice is required by Minnesota Staresale disclosure certificate, as applicable. The portant information regarding the common interests.	es (including townho lp Act (MCIOA), MN atutes.The purchase le disclosure stater	omes) that are I Statutes 51 er Is entitled t ment or resal	e subject to or 5B.1-101 throu o receive a dis e disclosure c	have elected to be ugh 515B.4-118: closure statement ertificate contains
16. 17. 18. 19.	NOTICI of a pla	E FOR INITIAL SALE: MInnesota Statutes rec tted lot or other parcel of real estate (i) which is dential occupancy, and (iii) which does not and	quire that the followi s or may be subject	ng disclosure to a master o	be made to the	ne Initial occupant, which is intended
20. 21. 22. 23. 24. 25.		The following notice Is required by Minnesot Agreement Is or may be subject to a master a Is required to provide to the buyer, within ten authorized representative, a statement conta with respect to the master association. The association. The name, address and telepholes.	ssoclation as define (10) days after rece ining the informatio statement contains	ed In MN State eipt of a reque n required by s important in	tute 515B. The est from the bu MN Statute 5 Iformation req	master developer lyer or the buyer's 15B.4-102(a)(20),
26.						
27. 28. 29.	(2)	A master developer shall, within ten (10) days requesting person the Information required to	s after receipt of a r	equest descr	ribed in clause 5B.4-102(a)(2((1), furnish to the
30.	DOCUM	MENTATION AND RIGHT TO CANCEL			,,,,,	
31. 32. 33. 34. 35.	requirer	CABILITY: If this transaction involves ownershinity (including townhomes) that is subject to orments and right of cancellation apply to this transcional Buyer may wish to determine whether se.	has elected to be sunsaction. However,	ubject to MCI certain prope	OA, then the fo ertles are exen	llowing disclosure
36.	DOCUM	MENTS: Seller is required to furnish Buye	r with the followin	g documen	ts relating to	the Association
37. 38.	and/or 1	the Master Association, if applicable, before a copy of the declaration (other than any CIC	re conveyance of	unit:		
39.	and	regulations for the association, and (e) any	amendments or s	s oi incorpo upplementa	ration, (c) by: I declarations	aws, (a) any ruies
40.	(2) a co	ppy of the master declaration, articles of incorp	oration, bylaws, and	rules and re	gulations, if the	common interest
41. 42.		munity is a member of a master association;				
42. 43.	(3) (a) i 515	a <i>Disclosure Statement</i> (for initial sale of p B.4-101, including a balance sheet of the Asso	property) and all ar	mendments t	nereto require	ed by MN Statute
44.	of th	ne Association and a statement identifying the	e party responsible	for preparati	ion of the bud	get: or (b) <i>Resale</i>
45. 46.	Disc	closure Certificate (for resale of property) ar uding the most recent regularly prepared balar	nd all amendments	thereto regul	Ired by MN Sta	atute 515B.4-107.

of the Association. The Resale Disclosure Certificate from the Association must be dated not more than 90 days

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

49.	Property located at	St. Louis Park	MN	<u>55426</u> .
50. 51.	prior to the date of this Purchase Agreement or the date of charge a reasonable fee for providing the required documents.	ents, which shall be pald by Selle	r. A Selle	er, on resale
52.	of the Property, is not liable to Buyer for any erroneous infor	mation provided by the Accociation	and inc	dudod in the

charge a reasonable fee for providing the required documents, which shall be pald by Seller. A Seller, on resale of the Property, is not liable to Buyer for any erroneous information provided by the Association and included in the Resale Disclosure Certificate. Nor is a Seller, on resale of the Property, liable to Buyer for failure of the Association to provide the Resale Disclosure Certificate, or for a delay by the Association in providing said Disclosure Certificate in a timely manner. For an initial sale of the Property, a declarant of a common interest community may be liable to provide the Disclosure Statement and its contents.

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Receipt of the documents relating to the Association and/or the Master Association, if applicable, by Buyer's
 agent, or Ilcensee representing or assisting Buyer, shall constitute delivery of documents to Buyer.

RIGHTTO CANCEL PURCHASE AGREEMENT: Unless Buyer received Association documents (described on lines 59. 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 sald 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 delivered. If an Amendment to a Disclosure Statement (for an initial sale of the Property only) materially and adversely 63. affects a Buyer, then Buyer may cancel this Purchase Agreement within ten (10) days after delivery of the 64. 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. On residential transactions, the ten (10)-day rescission period may also be waived or shortened by Buyer's acceptance 81. 82. of conveyance (closing) of the Property, in accordance with MN Statute 515B.

ASSOCIATION REPLACEMENT RESERVES AND ASSESSMENTS: The selling price includes any funds held in replacement reserve by the Unit Owners' Association for repairs or capital improvements. There shall be no adjustment at closing for such replacement reserves, except for such portion of the current (month of closing) monthly assessments allotted for such replacement reserves.

87. **REGULAR ASSESSMENTS:** All Unit Owners' Association regular assessments shall be paid to date of closing by Seller as required by Unit Owners' Association documents. The installment of regular assessments due or paid in the month of closing shall be prorated between Buyer and Seller as of the date of closing. Seller shall furnish paid receipts or a letter from the Unit Owners' Association at closing, confirming that all assessments have been paid as 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, Seiler 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.





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

	98. Page
99.	Property located at 7313 W Franklin Avenue St. Louis Park MN 55426
102.	WARRANTY DISCLAIMER: Notwithstanding anything to the contrary contained in this Purchase Agreement, Seller makes no warranty of any kind regarding the condition of the common areas and facilities, subject to any statutorily mandated warranty. For an initial sale of a property, the builder/developer may be required by statute to provide specified warranties.
104.	OTHER:
106.	
107.	
112. 113.	EXCEPTIONS: Most common interest communities will be subject to MN Statute 515B (MCIOA); however, current MN Statute 515B.1-102 (e) states that Chapter 515B shall not apply, unless the association has elected to be covered by MN Statute 515B (MCIOA), to the following: (1) a planned community which consists of two (2) units, which utilizes a CIC plat complying with section 515B.2-110(d) (1) and (2) if the association was formed before August 1, 2010, or section 515B.2-1101 if the association was formed on or after August 1, 2010, which is not subject to any rights to subdivide or convert units or to add additional real estate, and which is not subject to a master association; (2) a common interest community that consists solely of plotted lots or other separate parcels of real estate designed or utilized for detached single-family dwellings or agricultural purposes, with or without common property, where no association or master association has an obligation to maintain any building containing a dwelling or any agricultural building located or to be located on such platted lots or parcels; except that section 515B.4-101(e) shall apply to the sale of such platted lots or parcels of real estate if the common interest community is or will be subject to a master declaration;
125. 126. 127.	(3) a cooperative where, at the time of creation of the cooperative, the unit owners' interests in the dwellings as described in the declaration consist solely of proprietary leases having an unexpired term of fewer than 20 years, including renewal options:
128. 129. 130. 131. 132. 133.	 (4) planned communities utilizing a CIC plat with section 515B.2-110(d) (1) and (2) if the association was formed before August 1, 2010, or section 515B.2-1101(d) (1) and (2) if the association was formed on or after August 1, 2010, and cooperatives, which are limited by the declaration to nonresidential uses in which individual dwellings do not constitute units or other separate parcels of real estate; or (5) real estate subject only to an instrument or instruments filed primarily for the purpose of creating or modifying rights with respect to access, utilities, parking, ditches, drainage or irrigation.
100.	Unless a common interest community described in (1)–(5) above has elected to be subject to MN Statute 515B, Seller would not be required to provide a <i>Disclosure Statement</i> , <i>Amendment to the Disclosure Statement</i> or the <i>Resale Disclosure Certificate</i> or the ten (10)-day purchaser's right of rescission.
137. 138.	If you have determined that the common interest community is subject to MN Statute 515B, then the seller MUST provide a <i>Disclosure Statement, Amendment to the Disclosure Statement</i> or the <i>Resale Disclosure Certificate</i> 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.

MN:APA:CIC-3 (8/13)





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

			141. rayo		
142.	Property located at	Avenue	St. Louis Park	MN	55426
143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155.	MN Statute 515B.4-101(c) Nelther a Discior delivered in the case of (1) a gratuitous transfer; (2) a transfer pursuant to a court order (3) a transfer to a government or gover (4) a transfer to a secured party by for (5) an option to purchase a unit, until (6) a transfer to a person who "control to a declarant under MN Statute 5 (7) a transfer by inheritance; (8) a transfer of special declarant right 2010, and section 515B.3-1041 for (9) a transfer in connection with a 515B.2-123.	er; ernmental ager reclosure or de exercised; ls," or ls "contro 15B.1-103(2); ts under MN S r associations	ncy; eed in lieu of foreclosure; liled by," the grantor, as those terms tatute 515B.3-104 for associations of	are defined or created before	with respect re August 1,
157. 158. 159.	A Disclosure Statement and a Resale Discurit which is restricted to nonresidential upper present the property of the property	closure Certific Ise.	eate can be waived by written agreer	ment of purc	:ha s ers of a
160	(Seller) Ross Teichner E340220D-A04F Carolyn Teichner 04/13/2014	(Date)	(Buyer)		(Date)
	(Seller) Carolyn Telchner	(Date)	(Buyer)		(Date)
161.	THIS IS A LEGALLY BINDI	NG CONTRAC	CT BETWEEN BUYER(S) AND SEL	.LER(S).	

IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. MN:APA:CIC-4 (8/13)

162.

