



Specialists

SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date July 13, 2009
2. Page 1 of 9 pages

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

4. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
5. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
6. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect
7. an ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event
9. before closing, if Seller learns that Seller's disclosure was inaccurate, Seller has disclosure alternatives allowed
10. by MN Statutes. See Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This
11. disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing or assisting any party in the
12. transaction.

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

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

21. Property located at 1848 Birmingham Street
22. City of Maplewood, County of Ramsey, State of Minnesota.

23. A. GENERAL INFORMATION:

24. (1) When did you Acquire Build the home? Oct 2003
25. (Check one.)

26. (2) Type of title evidence: Abstract Registered (Torrens)
27. Location of Abstract:

28. To your knowledge, is there an existing Owner's Title Insurance Policy? Yes No

29. (3) Have you occupied this home continuously for the past 12 months? Yes No

30. If "No," explain:

31. (4) Is the home suitable for year-round use? Yes No

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

33. (6) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) Yes No

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

35. Are you aware of any (8) encroachments? Yes No

36. (9) association, covenants, historical registry, reservations or restrictions that affect or
37. may affect the use or future resale of the property? Yes No

38. (10) easements, other than utility or drainage easements? Yes No

39. (11) Comments:

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

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

44. Property located at 1848 Birmingham Street, Maplewood, MN 55109

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

46. (1) Has there been any damage by wind, fire, flood, hail or other cause(s)? Yes No
47. If "Yes," give details of what happened and when: _____
48. _____
49. _____
50. _____
51. _____

52. (2) (a) Has/Have the structure(s) been altered? Yes No
53. (e.g., additions, altered roof lines, changes to load-bearing walls)
54. If "Yes," please specify what was done, when and by whom (owner or contractor): _____
55. _____
56. _____
57. _____

58. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing, retaining wall, general finishing.) Yes No
59. If "Yes," please explain: Plumbing by owner 2008
60. Leakage - water heater Replaced by contractor Premium
61. 2007 2007
62. _____
63. _____

64. (c) Were appropriate permits pulled for any work performed on the property? Yes No

65. (3) Has there been any damage to flooring or floor covering? Yes No
66. If "Yes," give details of what happened and when: _____
67. _____
68. _____
69. _____

70. (4) Are you aware of any insect/animal/pest infestation? Yes No

71. (5) Do you have or have you previously had any pets? Yes No
72. If "Yes," indicate type Dog - Black lab and number 1

73. (6) Comments: current
74. _____
75. _____
76. _____

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

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

80. Property located at 1848 Birmingham Street, Maplewood, MN 55109

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

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

83. (1) **THE BASEMENT, CRAWLSPACE, SLAB:**

- | | | | | | |
|---------------------------------------|------------------------------|--|----------------------|---|--|
| 84. (a) cracked floor/walls | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (e) leakage/seepage | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 85. (b) drain tile problem | <input type="checkbox"/> Yes | <input type="checkbox"/> No | (f) sewer backup | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 86. (c) flooding | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (g) wet floors/walls | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 87. (d) foundation problem | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (h) other | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

88. Give details to any questions answered "Yes": Ex: Heavy Rainfall can cause
Minor seepage on west wall under entry.

89. (2) **THE ROOF:** To your knowledge,
90. (a) what is the age of the roofing material? 1 years
91. (b) has there been any interior or exterior damage? Yes No
92. (c) has there been interior damage from ice buildup? Yes No
93. (d) has there been any leakage? Yes No
94. (e) have there been any repairs or replacements made to the roof? Yes No

95. Give details to any questions answered "Yes": _____

96. _____

97. _____

98. _____

99. _____

100. _____

101. _____

102. _____

103. _____

104. _____

105. _____

106. _____

107. _____

108. _____

109. _____

110. _____

111. _____

112. _____

113. _____

114. _____

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

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118. Property located at 1848 Birmingham Street, Maplewood, MN 55109

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

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

123. Cross out only those items not physically located on the property.

		In Working Order				In Working Order				In Working Order	
		Yes	No			Yes	No			Yes	No
124.											
125.											
126.	Air-conditioning.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating system (central).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>		TV antenna system.....	<input type="checkbox"/>	<input type="checkbox"/>	
127.	<input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window			Heating system (supplemental).....	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> TV cable system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
128.	Air exchange system.....	<input type="checkbox"/>	<input type="checkbox"/>	Incinerator.....	<input type="checkbox"/>	<input type="checkbox"/>		TV satellite dish.....	<input type="checkbox"/>	<input type="checkbox"/>	
129.	Ceiling fan.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intercom.....	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned			
130.	Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system.....	<input type="checkbox"/>	<input type="checkbox"/>		TV satellite receiver.....	<input type="checkbox"/>	<input type="checkbox"/>	
131.	Doorbell.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Microwave.....	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned			
132.	Drain tile system.....	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Washer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
133.	Dryer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool and equipment.....	<input type="checkbox"/>	<input type="checkbox"/>		Water heater.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
134.	Electrical system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Water treatment system.....	<input type="checkbox"/>	<input type="checkbox"/>	
135.	Exhaust system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood.....	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned			
136.	Fire sprinkler system.....	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Windows.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
137.	Fireplace.....	<input type="checkbox"/>	<input type="checkbox"/>	Security system.....	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned			
138.	Fireplace mechanisms.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned				Window treatments.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
139.	Furnace humidifier.....	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Wood-burning stove.....	<input type="checkbox"/>	<input type="checkbox"/>	
140.	Freezer.....	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input type="checkbox"/>	<input type="checkbox"/>		Other.....	<input type="checkbox"/>	<input type="checkbox"/>	
141.	Garage door opener (GDO).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors.....	<input type="checkbox"/>	<input type="checkbox"/>		Other.....	<input type="checkbox"/>	<input type="checkbox"/>	
142.	Garage auto reverse.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump.....	<input type="checkbox"/>	<input type="checkbox"/>		Other.....	<input type="checkbox"/>	<input type="checkbox"/>	
143.	GDO remote.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Other.....	<input type="checkbox"/>	<input type="checkbox"/>	
144.	Garbage disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>		Other.....	<input type="checkbox"/>	<input type="checkbox"/>	

145. Comments: _____
 146. _____
 147. _____

148. E. PRIVATE SEWER SYSTEM DISCLOSURE:

149. (A private sewer system disclosure is required by MN Statute 115.55.)
 150. (Check appropriate box.)
 151. Seller does not know of a private sewer system on or serving the above-described real property.
 152. There is a private sewer system on or serving the above-described real property.
 153. (See *Private Sewer System Disclosure Statement*.)
 154. There is an abandoned private sewer system on the above-described real property.
 155. (See *Private Sewer System Disclosure Statement*.)

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

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

159. Property located at 1848 Birmingham Street, Maplewood, MN 55109

160. **F. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)

161. (Check appropriate box.)

- 162. Seller certifies that Seller does not know of any wells on the above-described real property. *Sealed 9/26/03*
- 163. Seller certifies there are one or more wells located on the above-described real property. *According to previous owner*
- 164. (See Well Disclosure Statement.)

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

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

167. **G. PROPERTY TAX TREATMENT:**

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

169. (Check appropriate box.)

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

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

174. Additional comments: _____

175. **Preferential Property Tax Treatment**

176. Is the property subject to any preferential property tax status or any other credits affecting the property which
177. would terminate upon the sale of the property? Yes No
178. (e.g., Disability, Green Acres, CRP, RIM)

179. If "Yes," please explain: _____

180. _____

181. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

185. (See Methamphetamine Production Disclosure Statement.)

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

191. **J. CEMETERY ACT:**

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

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

197. If "Yes," please explain: _____

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

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

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205. Property located at 1848 Birmingham Street, Maplewood, MN 55109

206. K. ENVIRONMENTAL CONCERNS:

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

- | | | | | | |
|------------------------------------|------------------------------|--|----------------------------|------------------------------|--|
| 209. Asbestos? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Mold? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 210. Diseased trees? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Radon? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 211. Formaldehyde? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Soil problems? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 212. Hazardous wastes/substances? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Underground storage tanks? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 213. Lead? (e.g., paint, plumbing) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Other? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

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

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

217. Give details to any question answered "Yes": _____
 218. _____
 219. _____
 220. _____
 221. _____
 222. _____

223. L. OTHER DEFECTS/MATERIAL FACTS:

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

226. If "Yes," explain below: _____
 227. _____
 228. _____
 229. _____
 230. _____
 231. _____

232. M. ADDITIONAL COMMENTS:

233. _____
 234. lock on front storm door does not work effectively.
 235. _____
 236. _____
 237. _____
 238. _____

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

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

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

245. Examples of exterior moisture sources may be

- 246. • improper flashing around windows and doors,
- 247. • improper grading,
- 248. • flooding,
- 249. • roof leaks.

250. Examples of interior moisture sources may be

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

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

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

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

272. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota
273. Association of REALTORS® web site at www.mnrealtor.com.

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

MN:SPDS-7 (8/07)

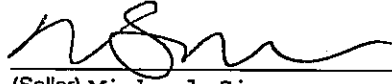

276. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

277. Property located at 1848 Birmingham Street, Maplewood, MN 55109

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

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

285. **P. SELLER'S STATEMENT:**
286. *(To be signed at time of listing.)*
287. Seller(s) hereby states the material facts as stated above are true and accurate and authorizes any licensee(s)
288. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure to any person or
289. entity in connection with any actual or anticipated sale of the property.

290.  07/13/2009  07/13/2009
(Seller) Michael Simons (Date) (Seller) Kelly Simons (Date)

291. **Q. BUYER'S ACKNOWLEDGEMENT:**
292. *(To be signed at time of purchase agreement.)*
293. I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Property Disclosure Statement and agree
294. that no representations regarding material facts have been made other than those made above.

295. _____
(Buyer) (Date) (Buyer) (Date)

296. **R. SELLER'S ACKNOWLEDGEMENT:**
297. *(To be signed at time of purchase agreement.)*
298. **AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts stated above are the**
299. **same, except for changes as indicated below, which have been signed and dated.**

300. _____
301. _____
302. _____
303. _____
304. _____

305. _____
(Seller) (Date) (Seller) (Date)

306. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
307. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
308. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause
309. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.
310. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
311. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any
312. other option.

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

315. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**316. Exceptions**

317. The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to
- 318. (1) real property that is not residential real property;
 - 319. (2) a gratuitous transfer;
 - 320. (3) a transfer pursuant to a court order;
 - 321. (4) a transfer to a government or governmental agency;
 - 322. (5) a transfer by foreclosure or deed in lieu of foreclosure;
 - 323. (6) a transfer to heirs or devisees of a decedent;
 - 324. (7) a transfer from a cotenant to one or more other cotenants;
 - 325. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
 - 326. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
 - 327. (10) a transfer of newly constructed residential property that has not been inhabited;
 - 328. (11) an option to purchase a unit in a common interest community, until exercised;
 - 329. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
 - 330. (13) a transfer to a tenant who is in possession of the residential real property; or
 - 331. (14) a transfer of special declarant rights under section 515B.3-104.

334. Waiver

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

338. No Duty to Disclose

339. A. There is no duty to disclose the fact that the property
- 340. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 341. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 - 342. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.
343. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency where the property is located or the Department of Corrections.
344. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B for property that is not residential property.

352. D. Inspections.

- 353. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.
- 354. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

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



Specialists

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

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
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1. Date July 13, 2009
2. Page

3. Addendum to Purchase Agreement between parties, dated
4. pertaining to the purchase and sale of the property at 1848 Birmingham Street
5. Maplewood, MN 55109

6. Section I: Lead Warning Statement

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
10. learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
14. lead-based paint hazards is recommended prior to purchase.

15. Seller's Disclosure (initial)

16. MS KS (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)
18. [] Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):
20.
21. [X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22. MS KS (b) Records and reports available to the seller.
23. (Check one below.)
24. [] Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below):
26.
27. [X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (initial)

30. (c) Buyer has received copies of all information listed under (b) above.
31. (d) Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.
32. (e) Buyer has (check one below):
33. [] Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or
36. [] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.

TLX:SALE-1 (8/06)

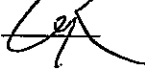
ADDENDUM TO PURCHASE AGREEMENT DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

38. Page _____

1848 Birmingham Street


39. Property located at Maplewood, MN 55109


40. **Real Estate Licensee's Acknowledgement** (initial)

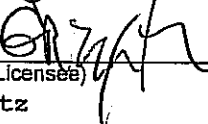
41.  (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. of licensee's responsibility to ensure compliance.

43. **Certification of Accuracy**

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

46.  7-13-09 _____
(Seller) Michael Simons (Date) (Buyer) (Date)

47.  7-13-09 _____
(Seller) Kelly Simons (Date) (Buyer) (Date)

48.  7-13-09 _____
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)
Greg Kuntz

49. **Section II: Contingency** (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within ten (10) _____ calendar days after acceptance of the Purchase Agreement. This
----- (Check one.) -----

53. contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/06)