



SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date 2.15-2010
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 disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware;
6. an ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware;
7. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller has disclosure alternatives allowed by MN Statutes. See *Seller's Disclosure Alternatives* form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing or assisting any party in the transaction.

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

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

21. Property located at 5136 Hiawatha Ave Unit 101
22. City of Minneapolis, County of Hennepin, State of Minnesota.

23. A. GENERAL INFORMATION:

24. (1) When did you Acquire Build the home? May 2006
(Check one.)

25. (2) Type of title evidence: Abstract Registered (Torrens)

26. Location of Abstract: _____
27. To your knowledge, is there an existing Owner's Title Insurance Policy? Yes No

28. (3) Have you occupied this home continuously for the past 12 months? Yes No
29. If "No," explain: RENTAL

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

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

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

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

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

36. If "No," or "Unknown," Buyer should consult the local zoning authority.

37. Are you aware of any (9) encroachments? Yes No

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

41. (11) easements, other than utility or drainage easements? Yes No

42. (12) Comments: _____

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

MN: SPDS-1 (8/09)

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

46. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis

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

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

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

51. _____
52. _____
53. _____

54. (2) (a) Has/Have the structure(s) been altered? [] Yes [X] No
55. (e.g., additions, altered roof lines, changes to load-bearing walls)

56. If "Yes," please specify what was done, when and by whom (owner or contractor):

57. _____
58. _____
59. _____

60. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing, retaining wall, general finishing.) [] Yes [] No

61. If "Yes," please explain: YES, BUILDING WAS
62. COMPLETELY RENOVATED IN 2005.
63. _____
64. _____

66. (c) Were appropriate permits pulled for any work performed on the property? [X] Yes [] No

67. (3) Has there been any damage to flooring or floor covering? [] Yes [X] No

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

69. _____
70. _____
71. _____

72. (4) Are you aware of any insect/animal/pest infestation? [] Yes [X] No

73. (5) Do you have or have you previously had any pets? [X] Yes [] No

74. If "Yes," indicate type CAT and number 2

75. (6) Comments: _____
76. _____
77. _____
78. _____

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

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

82. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis

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

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

86. (1) THE BASEMENT, CRAWLSPACE, SLAB:

- 87. (a) cracked floor/walls [] Yes [X] No (e) leakage/seepage [] Yes [X] No
88. (b) drain tile problem [] Yes [X] No (f) sewer backup [] Yes [X] No
89. (c) flooding [] Yes [X] No (g) wet floors/walls [] Yes [X] No
90. (d) foundation problem [] Yes [X] No (h) other [] Yes [X] No

91. Give details to any questions answered "Yes":

92-100. [Blank lines for details]

101. (2) THE ROOF: To your knowledge,

102. (a) what is the age of the roofing material? 5 ? years

- 103. (b) has there been any interior or exterior damage? [] Yes [X] No
104. (c) has there been interior damage from ice buildup? [] Yes [X] No
105. (d) has there been any leakage? [] Yes [X] No
106. (e) have there been any repairs or replacements made to the roof? [X] Yes [] No

107. Give details to any questions answered "Yes":

108-116. [Blank lines for details]

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

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

120. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis

121. **D. APPLIANCES, HEATING, PLUMBING, ELECTRICAL AND OTHER MECHANICAL SYSTEMS:**
 122. **NOTE:** This section refers only to the working condition of the following items. Answers apply to all such
 123. items unless otherwise noted in comments below. Personal property is included in the sale **ONLY IF**
 124. specifically referenced in the *Purchase Agreement*.

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

		In Working Order		TO THE BEST OF OUR KNOWLEDGE		In Working Order	
		Yes	No	Yes	No	Yes	No
126.							
127.							
128.	Air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input checked="" type="checkbox"/>
129.	<input type="checkbox"/> Central <input type="checkbox"/> Wall <input checked="" type="checkbox"/> Window			<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV antenna system	<input checked="" type="checkbox"/>
130.	Air exchange system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> TV cable system	<input checked="" type="checkbox"/>
131.	Carbon Monoxide Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incinerator	<input type="checkbox"/>	TV satellite dish	<input type="checkbox"/>
132.	Ceiling fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
133.	Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low-voltage sprinkler system	<input checked="" type="checkbox"/>	TV satellite receiver	<input type="checkbox"/>
134.	Doorbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
135.	Drain tile system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>	Washer	<input checked="" type="checkbox"/>
136.	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input checked="" type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>
137.	Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/>	Water treatment system	<input checked="" type="checkbox"/>
138.	Exhaust system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
139.	Fire sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	Windows	<input checked="" type="checkbox"/>
140.	Fireplace	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Security system	<input checked="" type="checkbox"/>	Window treatments	<input checked="" type="checkbox"/>
141.	Fireplace mechanisms	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		Wood-burning stove	<input checked="" type="checkbox"/>
142.	Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
143.	Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired)	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
144.	Garage door opener (GDO)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Solar collectors	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
145.	Garage suit reverser	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bump pump	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
146.	GDO remote	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Toilet mechanisms	<input type="checkbox"/>	Other	<input type="checkbox"/>

147. Comments: THESE ANSWERS ARE TO THE BEST OF OUR KNOWLEDGE AS WE HAVE NOT GIVEN IN A REPORT FOR CLOSE TO 2 YRS

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

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

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

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

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

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

161. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis

162. F. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.)
163. (Check appropriate box.)

- 164. [X] Seller certifies that Seller does not know of any wells on the above-described real property.
165. [] Seller certifies there are one or more wells located on the above-described real property. (See Well Disclosure Statement.)
166. Are there any wells serving the above-described property that are not located on the property? [] Yes [X] No
168. To your knowledge, is this property in a Special Well Construction Area? [] Yes [] No

169. G. PROPERTY TAX TREATMENT:
170. Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 16.)
171. (Check appropriate box.)
172. There [] IS [X] IS NOT an exclusion from market value for home improvements on this property. Any
173. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for
174. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the
175. resulting tax consequences.
176. Additional comments:

179. Preferential Property Tax Treatment
180. Is the property subject to any preferential property tax status or any other credits affecting the property?
181. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve) [] Yes [X] No
182. If "Yes," would these terminate upon the sale of the property? [] Yes [] No
183. Explain:

186. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:
187. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
188. [X] Seller is not aware of any methamphetamine production that has occurred on the property.
189. [] Seller is aware that methamphetamine production has occurred on the property.
190. (See Methamphetamine Production Disclosure Statement.)

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

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

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

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

203. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis

204. K. CEMETERY ACT:

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

206. To your knowledge, are you aware of any human remains, burials or cemeteries located on the property?

Yes No (checked)

207. If "Yes," please explain:

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

215. L. ENVIRONMENTAL CONCERNS:

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

- 218. Asbestos? Yes No (checked) Mold? Yes No (checked)
219. Diseased trees? Yes No (checked) Radon? Yes No (checked)
220. Formaldehyde? Yes No (checked) Soil problems? Yes No (checked)
221. Hazardous wastes/substances? Yes No (checked) Underground storage tanks? Yes No (checked)
222. Lead? (e.g., paint, plumbing) Yes No (checked) Other? Yes No (checked)

223. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental authority ordering the remediation of a public health nuisance on the property?

Yes No (checked)

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

225. Give details to any question answered "Yes":

226.
227.
228.

229. M. OTHER DEFECTS/MATERIAL FACTS:

230. Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property?

Yes No (checked)

231. If "Yes," explain below:

232.
233.
234.
235.

236. N. ADDITIONAL COMMENTS:

237.
238.
239.

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

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

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

246. Examples of exterior moisture sources may be

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

251. Examples of interior moisture sources may be

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

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

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

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

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

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

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

278. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis

279. P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statue 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) 351-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

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

286. Q. SELLER'S STATEMENT:

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

291. [Handwritten signature and date 2/15/2010] [Handwritten signature] [Handwritten date 02/15/2010]

292. R. BUYER'S ACKNOWLEDGEMENT:

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

296. [Blank lines for Buyer signature and date]

297. S. SELLER'S ACKNOWLEDGMENT:

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

301. [Blank line]
302. [Blank line]
303. [Blank line]
304. [Blank line]
305. [Blank line]

306. [Blank lines for Seller signature and date]

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

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

316.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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317. **Exceptions**318. The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

- 319. (1) real property that is not residential real property;
- 320. (2) a gratuitous transfer;
- 321. (3) a transfer pursuant to a court order;
- 322. (4) a transfer to a government or governmental agency;
- 323. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 324. (6) a transfer to heirs or devisees of a decedent;
- 325. (7) a transfer from a cotenant to one or more other cotenants;
- 326. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 327. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 329. (10) a transfer of newly constructed residential property that has not been inhabited;
- 330. (11) an option to purchase a unit in a common interest community, until exercised;
- 331. (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);
- 333. (13) a transfer to a tenant who is in possession of the residential real property; or
- 334. (14) a transfer of special declarant rights under section 515B.3-104.

335. **Waiver**

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

339. **No Duty to Disclose**

340. A. There is no duty to disclose the fact that the property

- 341. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 342. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
- 343. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
- 344. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing
 345. home.

346. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register
 347. under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner,
 348. provides a written notice that information about the predatory offender registry and persons registered with the
 349. registry may be obtained by contacting the local law enforcement agency where the property is located or the
 350. Department of Corrections.

351. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B
 352. for property that is not residential property.

353. **D. Inspections.**

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

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



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

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1. Date 2.15.2010

2. Page

3. Addendum to Purchase Agreement between parties, dated , 20 10

4. pertaining to the purchase and sale of the property at 5136 Hiawatha Ave Unit 101

5. Minneapolis MN 55417

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. [Initials] (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. [Initials] (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.

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

38. Page _____

39. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis MN 55417

40. Real Estate Licensee's Acknowledgement (initial)

41. JA (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. John Swartz 2/15/2010
(Seller) (Date) (Buyer) (Date)

47. JSwartz 2/15/2010
(Seller) (Date) (Buyer) (Date)

48. Laurie Lee 2.15.10
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

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

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

COMMON INTEREST COMMUNITY (CIC)

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1. Date 2.15.2010

2. Page _____

3. Addendum to Purchase Agreement between parties dated _____, 20 10, pertaining
4. to the purchase and sale of property at 5136 Hiawatha Ave Unit 101
5. Minneapolis MN 55417

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), Minnesota Statutes 515B.1-101 through
13. 515B.4-118:

14. "The following notice is required by Minnesota Statutes. The purchaser is entitled to receive a disclosure statement
15. or resale disclosure certificate, as applicable. The disclosure statement or resale disclosure certificate contains
16. important information regarding the common interest community and the purchaser's cancellation rights."

17. **NOTICE FOR INITIAL SALE:** Minnesota Statutes require that the following disclosure be made to the initial occupant,
18. of a platted lot or other parcel of real estate (i) which is subject to a master declaration, (ii) which is intended for
19. residential occupancy, and (iii) which does not and is not intended to constitute a unit.

20. "The following notice is required by Minnesota Statutes: The real estate to be conveyed under this Purchase
21. Agreement is or will be subject to a master association as defined in MN Statute 515B. The master association
22. is obligated to provide to the purchaser, pursuant to MN Statute 515B.4-102(c), upon the purchaser's request, a
23. statement containing the information required by MN Statute 515B.4-102(a)(20), with respect to the master
24. association, prior to the time that the purchaser signs a purchase agreement for the real estate. The statement
25. contains important information regarding the master association and the purchaser's obligations thereunder."

26. DOCUMENTATION AND RIGHT TO CANCEL

27. **APPLICABILITY:** If this transaction involves ownership of a condominium or of a cooperative or of a unit in a planned
28. community (including townhomes) that is subject to or has elected to be subject to MCIOA, then the following disclosure
29. requirements and right of cancellation apply to this transaction. However, certain properties are exempt from coverage
30. under MCIOA. Buyer may wish to determine whether this property is subject to MCIOA before submitting an offer to
31. purchase.

32. **DOCUMENTS:** Seller is required to furnish Buyer with the following documents relating to the Association or
33. to the Master Association, if applicable, before conveyance of unit:

34. 1) (a) copies of the **declaration**, if any (other than any CIC plat), (b) the **articles of incorporation**, (c) **bylaws**,
35. (d) any **rules and regulations** for the Association or Master Association, if any, and (e) any **amendments or**
36. **supplemental declarations**;

37. 2) the organizational and operating documents relating to the Master Association, if any (for resale of the property);

38. 3) a **Disclosure Statement** (for initial sale of property) or **Resale Disclosure Certificate** (for resale of the property)
39. and all amendments thereto required by MCIOA 515B.4-101 or 515B.4-107. The **Resale Disclosure Certificate**
40. from the Association must be dated not more than 90 days prior to the date of the Purchase Agreement or the
41. date of conveyance, whichever is earlier. The Association may charge a reasonable fee for providing the required
42. documents, which shall be paid by Seller unless otherwise agreed to in writing. A Seller, on resale of the property,
43. is not liable to Buyer for any erroneous information provided by the Association and included in the **Resale**
44. **Disclosure Certificate**. Nor is a Seller, on resale of the property, liable to Buyer for failure of the Association to
45. provide the **Resale Disclosure Certificate**, or for a delay by the Association in providing said **Disclosure Certificate**
46. in a timely manner. For an initial sale of the property, a declarant of a common interest community may be liable
47. to provide the **Disclosure Statement** and its contents.

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

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

50. Page _____

51. Property located at 5136 Hiawatha Ave Unit 101 Minneapolis MN 55417

52. **RIGHT TO CANCEL PURCHASE AGREEMENT:** Unless Buyer received said documents more than ten (10) days
53. before signing the Purchase Agreement, Buyer has the right to cancel this Purchase Agreement within ten
54. (10) days of receipt of said documents. If an Amendment to a Disclosure Statement (for an initial sale of the property
55. only) materially and adversely affects a Buyer, then Buyer may cancel this Purchase Agreement within ten (10) days
56. after delivery of the Amendment. If Buyer elects to cancel this Purchase Agreement, the Purchase Agreement is canceled.
57. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing
58. all earnest money paid hereunder to be refunded to Buyer. Buyer shall return all documents to Seller or shall reimburse
59. Seller for Seller's cost to obtain the documents. Buyer may cancel, without penalty, by either delivering written notice of
60. cancellation to Seller, or licensee representing or assisting Seller, or by mailing such notice by postage-prepaid U.S. mail, to
61. Seller, or licensee representing or assisting Seller, within said ten-day period. On residential transactions, the ten-day
62. rescission period, after delivery of the Disclosure Statement, Amendment to the Disclosure Statement or the Resale
63. Disclosure Certificate, may be modified or waived, in writing, by agreement of Buyer of a unit **ONLY AFTER** Buyer has
64. received and had an opportunity to review the Disclosure Statement, Amendment to the Disclosure Statement or Resale
65. Disclosure Certificate. The person required to deliver a Disclosure Statement, Amendment to the Disclosure Statement
66. or the Resale Disclosure Certificate may not condition the sale of the unit on Buyer agreeing to modify or waive Buyer's
67. ten-day right of rescission, may not contractually obligate Buyer to modify or waive Buyer's ten-day right of rescission
68. and may not include a modification or waiver of the ten-day right of rescission in any purchase agreement for the unit.
69. To be effective, a modification or waiver of Buyer's ten-day right of rescission must be evidenced by an instrument
70. separate from the Purchase Agreement signed by Buyer more than **THREE (3) DAYS** after Buyer receives the Disclosure
71. Statement, Amendment to Disclosure Statement or the Resale Disclosure Certificate. On residential transactions, the
72. ten-day rescission period may also be waived or shortened by Buyer's acceptance of conveyance (closing) of the
73. property, in accordance with MN Statute 515B.

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

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

82. **UNIT OWNERS' ASSOCIATION SPECIAL ASSESSMENTS:** Shall be handled as specified on page two (2) of the
83. Purchase Agreement. Seller makes no representation or warranty whatsoever concerning the amount of Unit Owners'
84. Association assessments which may be assessed against the property after the date of closing. Such information, if
85. known, is reflected in the Disclosure Statement or Resale Disclosure Certificate. However, Seller shall provide Buyer
86. with any written notice received by Seller from the Unit Owners' Association relating to potential expenditures which
87. may occur subsequent to the date of closing.

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

92. **OTHER:**

93. _____
94. _____
95. _____

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