



**SELLER'S DISCLOSURE ALTERNATIVES**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2009 Minnesota Association of REALTORS®, Edina, MN

- 1. Date 2-19-10
- 2. Page 1 of 4 pages

3. Property located at 19 W 38th St 101

4. City of Minneapolis, County of Hennepin, State of Minnesota.

**5. NOTICE**

6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the prospective Buyer (see Seller's Property Disclosure Statement) or satisfy one of the following two options:**

9. **(Select one option only.)**

10. 1)  **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that

11. discloses material information relating to the real property that has been prepared by a qualified third party.

12. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or

13. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice

14. for the type of inspection or investigation that has been conducted by the third party in order to prepare the

15. written report.

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

19. The inspection report was prepared by \_\_\_\_\_

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

21. and dated \_\_\_\_\_, 20 \_\_\_\_\_.

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

24. \_\_\_\_\_

25. \_\_\_\_\_

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

27. \_\_\_\_\_

28. \_\_\_\_\_

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

31. The seller has never lived at the

32. property. The buyer is encouraged to

33. have an inspection to satisfy them

34. as to its condition

35. \_\_\_\_\_

36. 2)  **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller

37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

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

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

42. Property located at 19 W 38th St 101 Minneapolis

43. **OTHER REQUIRED DISCLOSURES:**

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

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

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

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

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

57. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)  
58. *(Check appropriate box.)*

59.  Seller certifies that Seller does not know of any wells on the above-described real property.

60.  Seller certifies there are one or more wells located on the above-described real property.  
61. *(See Well Disclosure Statement.)*

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

63. Contaminated Well: Is there a well on or serving the property that contains contaminated water?  Yes  No

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

65. Comments: \_\_\_\_\_

66. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 16)

67. There  IS  IS NOT an exclusion from market value for home improvements on this property. Any valuation  
68. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes  
69. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax  
70. consequences.

71. Additional comments: \_\_\_\_\_

72. \_\_\_\_\_

73. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

76.  Seller is aware that methamphetamine production has occurred on the property.  
77. *(See Methamphetamine Production Disclosure Statement.)*

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

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

84. Property located at 19 W 38th St 101 Minneapolis

85. F. Buyer has had the opportunity to review page four (4) of this Agreement. (Initial) (Initial)

86. G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:

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

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

95. I. SELLER'S STATEMENT:

96. (To be signed at time of listing.)
97. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
98. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

99. [Signature] 2/13/10 (Seller) (Date) (Seller) (Date)

100. J. BUYER'S ACKNOWLEDGEMENT:

101. (To be signed at time of purchase agreement.)
102. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form
103. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding
104. material facts have been made, other than those made in this form.

105. (Buyer) (Date) (Buyer) (Date)

106. K. ADDITIONAL DISCLOSURES:

107.
108.
109.

110. L. SELLER'S ACKNOWLEDGEMENT:

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

114.
115.
116.

117. (Seller) (Date) (Seller) (Date)

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

120. **M. OTHER INFORMATION:**

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

124. Examples of exterior moisture sources may be

- 125. • improper flashing around windows and doors,
- 126. • improper grading,
- 127. • flooding,
- 128. • roof leaks.

129. Examples of interior moisture sources may be

- 130. • plumbing leaks,
- 131. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 132. • overflow from tubs, sinks or toilets,
- 133. • firewood stored indoors,
- 134. • humidifier use,
- 135. • inadequate venting of kitchen and bath humidity,
- 136. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 137. • line-drying laundry indoors,
- 138. • houseplants—watering them can generate large amounts of moisture.

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

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

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

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota  
151. Association of REALTORS® web site at [www.mnrealtor.com](http://www.mnrealtor.com).

152. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**  
153. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**

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

MN:SDA-4 (8/09)



CONDOMINIUM/TOWNHOUSE/  
COOPERATIVE ADDENDUM

COMMON INTEREST COMMUNITY (CIC)

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2006 Minnesota Association of REALTORS®, Edina, MN

1. Date 2-18-10  
2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties dated \_\_\_\_\_, 20 10, pertaining  
4. to the purchase and sale of property at 19 W 38th St 101  
5. Minneapolis MN 55409

6. **THIS TRANSACTION MAY NOT BE SUBJECT TO THE DISCLOSURE REQUIREMENTS (see information**  
7. **under "EXCEPTIONS") AND TEN (10)-DAY RIGHT OF CANCELLATION DESCRIBED BELOW. BUYER MAY**  
8. **WISH TO DETERMINE WHETHER THESE PROVISIONS APPLY BEFORE PROCEEDING WITH THIS OFFER TO**  
9. **PURCHASE.**

10. **NOTICE:** Unless they are otherwise exempt, the following statutory NOTICE applies to transactions involving  
11. condominiums or cooperatives or planned communities (including townhomes) that are subject to or have elected to be  
12. subject to the Minnesota Common Interest Ownership Act (MCIOA), 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 19 W 38th St 101 Minneapolis MN 55409

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.**

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

98. Page \_\_\_\_\_

99. Property located at 19 W 38th St 101 Minneapolis MN 55409

100. **EXCEPTIONS:** Most common interest communities will be subject to MN Statute 515B (MCIOA); however, current  
101. MN Statute 515B.1-102 (e) states that Chapter 515B **shall not apply, unless the association has elected to be**  
102. **covered by MN Statute 515B (MCIOA)**, to the following:

- 103. (1) a planned community which consists of two (2) units, which utilizes a common interest community plat complying
- 104. with section 515B.2-110(d) (1) and (2) which is not subject to any rights to subdivide or convert units or to add
- 105. additional real estate and which is not subject to a master association;
- 106. (2) a common interest community where the units consist solely of separate parcels of real estate designed or
- 107. utilized for detached single-family dwellings or agricultural purposes, and where the association or a master
- 108. association has no obligation to maintain any building containing a dwelling or any agricultural building;
- 109. (3) a cooperative where, at the time of creation of the cooperative, the unit owners' interests in the dwellings as
- 110. described in the declaration consist solely of proprietary leases having an unexpired term of fewer than 20
- 111. years, including renewal options;
- 112. (4) planned communities utilizing a common interest community plat with section 515B.2-110(d) (1) and (2) and
- 113. cooperatives, which are limited by the declaration to nonresidential use; or
- 114. (5) real estate subject only to an instrument or instruments filed primarily for the purpose of creating or modifying
- 115. rights with respect to access, utilities, parking, ditches, drainage or irrigation.

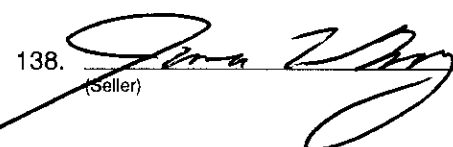
116. Unless a common interest community described in (1)–(5) above has elected to be subject to MN Statute 515B,  
117. Seller would not be required to provide a *Disclosure Statement, Amendment to the Disclosure Statement* or the *Resale*  
118. *Disclosure Certificate* or the ten-day purchaser's right of rescission.

119. **If you have determined that the common interest community is subject to MN Statute 515B, then the seller**  
120. **MUST provide a *Disclosure Statement, Amendment to the Disclosure Statement* or the *Resale Disclosure***  
121. ***Certificate* and the ten-day purchaser's right of rescission for all common interest communities, including**  
122. **condominiums, townhomes and cooperatives, regardless of when they were created.**

123. MN Statute 515B.4-101(c) **Neither a *Disclosure Statement* nor a *Resale Disclosure Certificate* need be prepared**  
124. **or delivered in the case of**

- 125. (1) a gratuitous transfer;
- 126. (2) a transfer pursuant to a court order;
- 127. (3) a transfer to a government or governmental agency;
- 128. (4) a transfer to a secured party by foreclosure or deed in lieu of foreclosure;
- 129. (5) an option to purchase a unit, until exercised;
- 130. (6) a transfer to a person who "controls," or is "controlled by," the grantor, as those terms are defined with respect
- 131. to a declarant under MN Statute 515B.1-103(2);
- 132. (7) a transfer by inheritance;
- 133. (8) a transfer of special declarant rights under MN Statute 515B.3-104; or
- 134. (9) a transfer in connection with a change of form of common interest community under MN Statute
- 135. 515B.2-123.

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

138.  2/18/10 \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

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

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