



a Berkshire Hathaway affiliate

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

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1. Date 08/27/2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated

4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at

5. 12500 OVERLOOK COURT MINNETONKA MN 55343

6. Lead Warning Statement

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

15. Seller's Disclosure (Check one.)

16. [X] Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.

18. [] Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
20. hazards in the housing. (Please explain and list documents below.):

21.
22.
23.

24. Buyer's Acknowledgment

25. Buyer has received copies of all information listed above, if any.

26. Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.

27. Buyer has: (Check one.)

28. [] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or

30. [] Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.

32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection

34. shall be completed within [] TEN (10) [] Calendar Days after Final Acceptance of the Purchase
35. Agreement. (Check one.)

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

36. Page 2

37. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

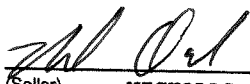
38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the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


52. Real Estate Licensee's Acknowledgment


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

55. Certification of Accuracy

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

58.  8/27/20
(Seller) NICHOLAS M DVORAK (Date) _____ (Buyer) _____ (Date)

59.  8/27/20
(Seller) JENNA R DVORAK (Date) _____ (Buyer) _____ (Date)

60.  8/27/20
(Real Estate Licensee) SCOTT STABECK (Date) _____ (Real Estate Licensee) _____ (Date)

TLX:SALE-2 (8/20)

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date August 27th, 2020
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

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

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
 7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
 8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
 9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
 10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
 11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
 12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the
 13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
 14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*
 15. form for further information regarding disclosure alternatives. **This disclosure is not a warranty or a guarantee of any**
 16. **kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for**
 17. **any inspections or warranties the party(ies) may wish to obtain.**

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
 19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
 20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103,
 21. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
 23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any
 24. other option.

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

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

33. Property located at 12500 OVERLOOK COURT

34. City of MINNETONKA, County of HENNEPIN

35. State of Minnesota, Zip Code 55343 ("Property").

36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.

37. (1) What date did you Acquire Build the home? 08/23/2017
(Check one.)

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

39. Location of Abstract: _____

40. Is there an existing Owner's Title Insurance Policy? Yes No

41. (3) Have you occupied this home continuously during your ownership? Yes No

42. If "No," explain: _____

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

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

45. (6) Does the Property include a manufactured home? Yes No

46. If "Yes," HUD #(s) is/are _____

47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? Yes No

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

50. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

51. (7) Is the Property located on a public or a private road? Public Private Public: no maintenance

52. (8) **Flood Insurance:** All properties in the state of Minnesota have been assigned a flood zone designation. Some
53. flood zones may require flood insurance.

54. (a) Do you know which zone the Property is located in? Yes No

55. If "Yes," which zone? _____

56. (b) Have you ever had a flood insurance policy? Yes No

57. If "Yes," is the policy in force? Yes No

58. If "Yes," what is the annual premium? \$ _____

59. If "Yes," who is the insurance carrier? _____

60. (c) Have you ever had a claim with a flood insurance carrier or FEMA? Yes No

61. If "Yes," please explain: _____

62. _____

63. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance
64. premiums are increasing, and in some cases will rise by a substantial amount over the premiums
65. previously charged for flood insurance for the Property. As a result, Buyer should not rely on the
66. premiums paid for flood insurance on this Property previously as an indication of the premiums that
67. will apply after Buyer completes their purchase.

68. Are there any

69. (9) encroachments? Yes No

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

72. (11) governmental requirements or restrictions that affect or may affect the use or future
73. enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? Yes No

74. (12) easements, other than utility or drainage easements? Yes No

75. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:
76. _____
77. _____

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

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

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

82. If "Yes," give details of what happened and when: _____
83. _____

84. (2) Have you ever had an insurance claim(s) against your Homeowner's
85. Insurance Policy? Yes No

86. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? _____
87. _____

88. Did you receive compensation for the claim(s)? Yes No

89. If you received compensation, did you have the items repaired? Yes No

90. What dates did the claim(s) occur? _____

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

93. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

94. (3) (a) Has/Have the structure(s) been altered?
95. (e.g., additions, altered roof lines, changes to load-bearing walls) Yes No
96. If "Yes," please specify what was done, when, and by whom (owner or contractor):

97.
98.
99. (b) Has any work been performed on the Property? (e.g., additions to the
100. Property, wiring, plumbing, retaining wall, general finishing) Yes No
101. If "Yes," please explain:

102.
103. (c) Are you aware of any work performed on the Property for which
104. appropriate permits were not obtained? Yes No
105. If "Yes," please explain:

106.
107. (4) Has there been any damage to flooring or floor covering? Yes No
108. If "Yes," give details of what happened and when:

109.
110. (5) Do you have or have you previously had any pets? Yes No
111. If "Yes," indicate type _____ and number _____

112. (6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):
113. _____ Block

114. (7) **THE BASEMENT, CRAWLSPACE, SLAB:**
115. (a) cracked floor/walls? Yes No (e) leakage/seepage? Yes No
116. (b) drain tile problem? Yes No (f) sewer backup? Yes No
117. (c) flooding? Yes No (g) wet floors/walls? Yes No
118. (d) foundation problem? Yes No (h) other? _____ Yes No

119. Give details to any questions answered "Yes":
120.
121.

122. (8) **THE ROOF:**
123. (a) What is the age of the roofing material?
124. Home: 13 years Garage(s)/Outbuilding(s): _____ years
125. (b) Has there been any interior or exterior damage? Yes No
126. (c) Has there been interior damage from ice buildup? Yes No
127. (d) Has there been any leakage? Yes No
128. (e) Have there been any repairs or replacements made to the roof? Yes No

129. Give details to any questions answered "Yes":
130.
MN:DS:SPDS-3 (8/20)

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

133. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

134. (9) **THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:**

135. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): Stucco
136. (b) cracks/damage? Yes No
137. (c) leakage/seepage? Yes No
138. (d) other? Yes No
139. Give details to any questions answered "Yes":

141. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

142. **NOTE:** Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working condition. Check "No" for items not in working condition.

	NA	Working Order			NA	Working Order	
		Yes	No			Yes	No
147. Air-conditioning.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Propane tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
148. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window				<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
149. Air exchange system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
150. Carbon monoxide detector.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151. Ceiling fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152. Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Security system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153. Clothes dryer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
154. Clothes washer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
155. Dishwasher.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
156. Doorbell.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157. Drain tile system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158. Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
159. Environmental remediation system				Trash compactor.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160. (e.g., radon, vapor intrusion)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV antenna system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161. Exhaust system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162. Fire sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV receiver	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163. Fireplace.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV satellite dish	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164. Fireplace mechanisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
165. Freezer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
166. Furnace humidifier.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water purification system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
167. Garage door auto reverse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
168. Garage door opener.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
169. Garage door opener remote.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned			
170. Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171. Heating system (central)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172. Heating system (supplemental).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
173. Incinerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window treatments.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
174. Intercom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood-burning stove.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175. Lawn sprinkler system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176. Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177. Plumbing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178. Pool and equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

181. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

182. Are there any items or systems on the Property connected or controlled wirelessly, via internet protocol ("IP"), to a router or gateway or directly to the cloud? [] Yes [x] No

184. Comments regarding issues in Section C:

185.

186. D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

187. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

188. Seller [] DOES [x] DOES NOT know of a subsurface sewage treatment system on or serving the above-described (Check one.)

189. real Property. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)

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

193. E. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.) (Check appropriate box(es).)

195. [x] Seller does not know of any wells on the above-described real Property.

196. [] There are one or more wells located on the above-described real Property. (See Disclosure Statement: Well.)

197. [] This Property is in a Special Well Construction Area.

198. [] There are wells serving the above-described Property that are not located on the Property.

199. (1) How many properties or residences does the shared well serve? _____

200. (2) Is there a maintenance agreement for the shared well? [] Yes [] No

201. If "Yes," what is the annual maintenance fee? \$ _____

202. F. PROPERTY TAX TREATMENT:

203. Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 18.)

204. There [] IS [x] IS NOT an exclusion from market value for home improvements on this Property. Any (Check one.)

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

208. Additional comments:

209.

210. Preferential Property Tax Treatment

211. Is the Property subject to any preferential property tax status or any other credits affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres, Non-Profit Status, RIM, Rural Preserve, etc.)

213. [] Yes [x] No

214. If "Yes," would these terminate upon the sale of the Property? [] Yes [] No

215. Explain:

216.

MN:DS:SPDS-5 (8/20)

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

219. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

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

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

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

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

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

225. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

227. Seller is not aware of any methamphetamine production that has occurred on the Property.

228. Seller is aware that methamphetamine production has occurred on the Property.

229. (See Disclosure Statement: Methamphetamine Production.)

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

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

232. **K. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

233. 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.

234. Are you aware of any human remains, burials, or cemeteries located on the Property? Yes No

235. If "Yes," please explain: _____

236. 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.

237. **L. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they currently exist on the Property?

238. (1) Animal/Insect/Pest Infestation? Yes No

239. (2) Asbestos? Yes No

240. (3) Diseased trees? Yes No

241. (4) Formaldehyde? Yes No

242. (5) Hazardous waste/substances? Yes No

243. (6) Lead? (e.g., paint, plumbing) Yes No

244. (7) Mold? Yes No

245. (8) Soil problems? Yes No

246. (9) Underground storage tanks? Yes No

247. (10) Vapor intrusion? Yes No

248. (11) Other? _____ Yes No

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

268. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

269. (12) Have you ever been contacted or received any information from any governmental
270. authority pertaining to possible or actual environmental contamination (e.g., vapor
271. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? Yes No

272. (13) Are you aware if there are currently, or have previously been, any orders issued
273. on the Property by any governmental authority ordering the remediation of a
274. public health nuisance on the Property? Yes No

275. If answer above is "Yes," all orders HAVE HAVE NOT been vacated.
(Check one.)

276. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

277.

278.

279. **M. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

289. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
290. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and
291. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

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

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

299. (a) Radon test(s) HAVE HAVE NOT occurred on the Property.
(Check one.)

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

302.

303.

304. (c) There IS IS NOT a radon mitigation system currently installed on the Property.
(Check one.)

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

307.

308.

309. **EXCEPTIONS:** See Section R for exceptions to this disclosure requirement.

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

312. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

313. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
314. Seller's knowledge.315. **Notices:** Seller HAS HAS NOT received a notice regarding any proposed improvement project from any
316. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach
317. and/or explain:

318.

319. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
320. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? Yes No

321. If "Yes," explain:

322.

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

326. Examples of exterior moisture sources may be:

- 327. • improper flashing around windows and doors,
- 328. • improper grading,
- 329. • flooding,
- 330. • roof leaks.

331. Examples of interior moisture sources may be:

- 332. • plumbing leaks,
- 333. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 334. • overflow from tubs, sinks, or toilets,
- 335. • firewood stored indoors,
- 336. • humidifier use,
- 337. • inadequate venting of kitchen and bath humidity,
- 338. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 339. • line-drying laundry indoors,
- 340. • houseplants—watering them can generate large amounts of moisture.

341. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
342. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
343. Therefore, it is very important to detect and remediate water intrusion problems.344. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
345. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious
346. health problems, particularly in some immunocompromised individuals and people who have asthma or allergies
347. to mold.348. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
349. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
350. Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
351. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
352. Property.353. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
354. offender registry and persons registered with the predatory offender registry under MN Statue 243.166
355. may be obtained by contacting the local law enforcement offices in the community where the property
356. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of
357. Corrections web site at www.corr.state.mn.us.

MN:DS:SPDS-8 (8/20)

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

360. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

361. Q. ADDITIONAL COMMENTS:

362.

363. R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:

364. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

365. (1) real property that is not residential real property;
366. (2) a gratuitous transfer;
367. (3) a transfer pursuant to a court order;
368. (4) a transfer to a government or governmental agency;
369. (5) a transfer by foreclosure or deed in lieu of foreclosure;
370. (6) a transfer to heirs or devisees of a decedent;
371. (7) a transfer from a co-tenant to one or more other co-tenants;
372. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
373. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
374. (10) a transfer of newly constructed residential property that has not been inhabited;
375. (11) an option to purchase a unit in a common interest community, until exercised;
376. (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);
377. (13) a transfer to a tenant who is in possession of the residential real property; or
378. (14) a transfer of special declarant rights under section 515B.3-104.

381. **MN STATUTES 144.496: RADON AWARENESS ACT**382. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
383. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.384. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
385. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
386. waive, limit, or abridge any obligation for seller disclosure created by any other law.387. **No Duty to Disclose:**

388. (A) There is no duty to disclose the fact that the Property
389. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
390. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
391. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
392. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
393. nursing home.
394. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
395. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
396. manner, provides a written notice that information about the predatory offender registry and persons
397. registered with the registry may be obtained by contacting the local law enforcement agency where the
398. property is located or the Department of Corrections.
399. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
400. (A) and (B) for property that is not residential property.
401. (D) **Inspections.**
402. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
403. Property if a written report that discloses the information has been prepared by a qualified third party
404. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
405. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
406. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
407. or investigation that has been conducted by the third party in order to prepare the written report.
408. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
409. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

MN:DS:SPDS-9 (8/20)

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


412. Property located at 12500 OVERLOOK COURT MINNETONKA MN 55343

413. S. SELLER'S STATEMENT:

414. *(To be signed at time of listing.)*

415. Seller(s) hereby states the 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 Statement to any person or entity in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

422. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**
423. **To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.**
424.
425.

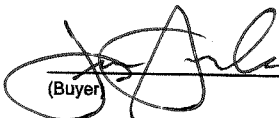
426.  8/27/2020 _____
(Seller) (Date) (Seller) (Date)

427. T. BUYER'S ACKNOWLEDGEMENT:

428. *(To be signed at time of purchase agreement.)*

429. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree that no representations regarding facts have been made other than those made above. This Disclosure Statement is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

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

434.  8/27/20 _____
(Buyer) (Date) (Buyer) (Date)

435. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
436. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

Radon in Real Estate Transactions

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

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

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

Disclosure Requirements



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

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

MDH Minnesota
Department of Health

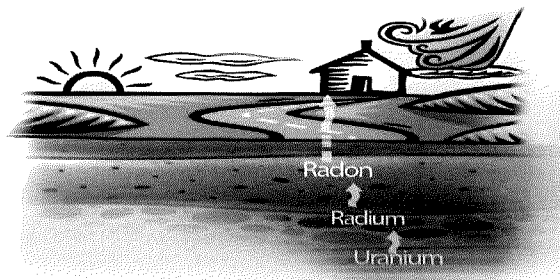
INDOOR AIR UNIT

Radon Facts

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

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

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



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

Radon Testing

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

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

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

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

Place the test kit:

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

Radon Mitigation

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

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

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

Radon Warning Statement

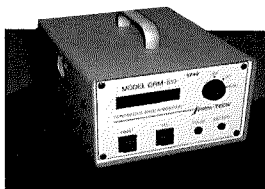
“The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a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

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

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

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



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

Lakes | Sotheby's
INTERNATIONAL

PREVIOUS SELLERS DISCLOSURE

**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. © 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date 07/09/2017
2. Page _____

3. Addendum to Purchase Agreement between parties, dated 07/09/2017,
4. pertaining to the purchase and sale of the property at 12500 Overlook Court
5. Minnetonka, MN 55343

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. DG ag Seller's Disclosure (initial)

16. (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)

18. Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):
20. _____

21. DG ag Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. (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. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. DS DS Buyer's Acknowledgment (initial)

30. DS DS (c) Buyer has received copies of all information listed under (b) above.

31. DS DS (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 _____


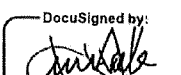
39. Property located at 2500 Overlook Court Minnetonka, MN 55343

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.

<p>46. <small>Authentisigner</small> <u>Daniel Gardner</u> <u>07/11/2017</u> <small>(Seller) 7/11/2017 4:11:52 PM CDT</small> <small>(Date)</small></p>	<p><small>DocuSigned by:</small>  <u>7/11/2017</u> <small>(Buyer) 305640077985485</small> <small>(Date)</small></p>
<p>47. <small>Authentisigner</small> <u>Amanda Gardner</u> <u>07/11/2017</u> <small>(Seller) 7/11/2017 4:06:00 PM CDT</small> <small>(Date)</small></p>	<p><small>DocuSigned by:</small>  <u>7/11/2017</u> <small>(Buyer) 89C1C940F607482</small> <small>(Date)</small></p>
<p>48. <small>Authentisigner</small> <u>Daniel Hollerman</u> <u>07/11/2017</u> <small>(Real Estate Licensee) 7/11/2017 4:06:00 PM CDT</small> <small>(Date)</small></p>	<p><small>DocuSigned by:</small> <u>scott stabeck</u> <u>7/11/2017</u> <small>(Real Estate Licensee) F0980FF159A7448</small> <small>(Date)</small></p>

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-based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection

51. shall be completed within ten (10) _____ calendar days after Final Acceptance of the Purchase Agreement.
..... (Check one.)

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

TLX:SALE-2 (6/09)

PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

- 1. Date 06/27/2017
2. Page 1 of pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

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

6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See Disclosure Statement: Seller's Disclosure Alternatives
15. form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any
16. kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for any
17. inspections or warranties the party(ies) may wish to obtain.

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause
21. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any
24. other option.

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

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

33. Property located at 12500 Overlook Court

34. City of Minnetonka, County of Hennepin, State of Minnesota.

35. A. GENERAL INFORMATION: The following questions are to be answered to the best of Seller's knowledge.

36. (1) What date 03/08/2013 did you [X] Acquire [] Build the home?
(Choose one.)

37. (2) Type of title evidence: [] Abstract [] Registered (Torrens) [X] Unknown

38. Location of Abstract:

39. Is there an existing Owner's Title Insurance Policy? [] Yes [] No

40. (3) Have you occupied this home continuously during your ownership? [X] Yes [] No

41. If "No," explain:

42. (4) Is the home suitable for year-round use? [X] Yes [] No

43. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [X] Yes [] No

44. (6) Does the property include a manufactured home? [] Yes [X] No

45. If "Yes," HUD #(s) is/are

46. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? [] Yes [X] No

Lakes

South

PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

49. Property located at 12500 Overlook Court Minnetonka MN 55343

50. (7) Is the property located on a public or a private road? [X] Public [] Private [] Public: no maintenance

51. (8) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some

52. flood zones may require flood insurance.

53. (a) Do you know which zone the property is located in? [] Yes [X] No

54. If "Yes," which zone? _____

55. (b) Have you ever had a flood insurance policy? [] Yes [X] No

56. If "Yes," is the policy in force? [] Yes [] No

57. If "Yes," what is the annual premium? \$ _____

58. If "Yes," who is the insurance carrier? _____

59. (c) Have you ever had a claim with a flood insurance carrier or FEMA? [] Yes [X] No

60. If "Yes," please explain: _____

61. _____

62. NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance

63. premiums are increasing, and in some cases will rise by a substantial amount over the premiums

64. previously charged for flood insurance for the property. As a result, Buyer should not rely on the

65. premiums paid for flood insurance on this property previously as an indication of the premiums that

66. will apply after Buyer completes their purchase.

67. Are there any

68. (9) encroachments? [] Yes [X] No

69. (10) association, covenants, historical registry, reservations, or restrictions, that affect

70. or may affect the use or future resale of the property? [] Yes [X] No

71. (11) governmental requirements or restrictions that affect or may affect the use or future

72. enjoyment of the property (e.g., shoreland restrictions, non-conforming use, etc.)? [] Yes [X] No

73. (12) easements, other than utility or drainage easements? [] Yes [X] No

74. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

75. _____

76. _____

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

78. currently exist on the property?

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

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

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

82. _____

83. (2) Have you ever had an insurance claim(s) against your Homeowner's

84. Insurance Policy? [] Yes [X] No

85. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? _____

86. _____

87. Did you receive compensation for the claim(s)? [] Yes [X] No

88. If you received compensation, did you have the items repaired? [] Yes [] No

89. What dates did the claim(s) occur? _____

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

92. Property located at 12500 Overlook Court Minnetonka MN 55343

93. (3) (a) Has/Have the structure(s) been altered?
94. (e.g., additions, altered roof lines, changes to load-bearing walls)
95. If "Yes," please specify what was done, when, and by whom (owner or contractor):

96.
97.

98. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing, retaining wall, general finishing)
99. If "Yes," please explain:

100. New Windows, sliding door & window treatments, new trim, new pool deck, new deck off kitchen, remodeled lower bathroom & laundry room, new interior doors, new garage door & opener, updated pool house bathroom, new storm door.
101.

102. (c) Are you aware of any work performed on the property for which appropriate permits were not obtained?
103. If "Yes," please explain:

104.
105.

106. (4) Has there been any damage to flooring or floor covering?
107. If "Yes," give details of what happened and when:
108.

109. (5) Do you have or have you previously had any pets?
110. If "Yes," indicate type 3 lbs chihuahua and number 1

111. (6) THE FOUNDATION: The type of foundation is (i.e., block, poured, wood, stone, other):
112.

113. (7) THE BASEMENT, CRAWLSPACE, SLAB:
114. (a) cracked floor/walls?
115. (b) drain tile problem?
116. (c) flooding?
117. (d) foundation problem?
118. (e) leakage/seepage?
119. (f) sewer backup?
120. (g) wet floors/walls?
121. (h) other?

118. Give details to any questions answered "Yes":
119.
120.

121. (8) THE ROOF:
122. (a) What is the age of the roofing material?
123. Home: 10 years Garage(s)/Outbuilding(s): years

124. (b) Has there been any interior or exterior damage?
125. (c) Has there been interior damage from ice buildup?
126. (d) Has there been any leakage?
127. (e) Have there been any repairs or replacements made to the roof?

128. Give details to any questions answered "Yes":
129.

PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

132. Property located at 12500 Overlook Court Minnetonka MN 55343

133. (9) **THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:**

134. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): stucco

135. (b) cracks/damage? Yes No

136. (c) leakage/seepage? Yes No

137. (d) other? Yes No

138. Give details to any questions answered "Yes": Minor cracking in stucco when home was purchased. Has not progressed since purchasing the home.

140. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

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

144. **CHECK "NA" FOR ONLY THOSE ITEMS NOT PHYSICALLY LOCATED ON THE PROPERTY.**

	Working Order				Working Order		
	Yes	No	NA		Yes	No	NA
147. Air-conditioning.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Propane tank.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
148. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window				<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
149. Air exchange system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range/oven.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
150. Carbon monoxide detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151. Ceiling fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152. Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Security system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
153. Clothes dryer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
154. Clothes washer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
155. Dishwasher.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156. Doorbell.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar collectors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
157. Drain tile system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sump pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
158. Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159. Environmental remediation system				Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
160. (e.g., radon, vapor intrusion)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV antenna system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
161. Exhaust system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TV cable system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
162. Fire sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV receiver.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
163. Fireplace.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164. Fireplace mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned			
165. Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
166. Furnace humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water purification system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
167. Garage door auto reverse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
168. Garage door opener.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169. Garage door opener remote.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned			
170. Garbage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
171. Heating system (central)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172. Heating system (supplemental).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
173. Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Window treatments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
174. Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood-burning stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
175. Lawn sprinkler system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176. Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177. Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178. Pool and equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Lakes

Sotheby's
INTERNATIONAL

PREVIOUS SELLERS DISCLOSURE

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

181. Property located at 12500 Overlook Court Minnetonka MN 55343

182. Are there any items or systems on the property connected or controlled wirelessly, via internet protocol ("IP"), to
183. a router or gateway or directly to the cloud? Yes No

184. Comments regarding issues in Section C: _____

185. _____

186. **D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**

187. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

188. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
_____ (Check one.) _____

189. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
190. Disclosure Statement: Subsurface Sewage Treatment System.)

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

193. **E. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
194. (Check appropriate box.)

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

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

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

200. If "Yes":

201. (1) How many properties or residences does the shared well serve? _____

202. (2) Is there a maintenance agreement for the shared well? Yes No

203. If "Yes," what is the annual maintenance fee? \$ _____

204. Is this property in a Special Well Construction Area? Yes No

205. **F. PROPERTY TAX TREATMENT:**

206. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 18.)

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

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

211. Additional comments: _____

212. _____

213. **Preferential Property Tax Treatment**

214. Is the property subject to any preferential property tax status or any other credits affecting the property?
215. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve, Veterans' Benefits,
216. Non-Profit Status) Yes No

217. If "Yes," would these terminate upon the sale of the property? Yes No

218. Explain: _____

219. _____

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

222. Property located at 12500 Overlook Court Minnetonka MN 55343

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

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

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

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

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

230. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:** (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

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

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

233. (See Disclosure Statement: Methamphetamine Production.)

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

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

240. **K. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

241. 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.

242. Are you aware of any human remains, burials, or cemeteries located on the property? Yes No

243. If "Yes," please explain: _____

244. 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.

249. **L. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they currently exist on the property?

250. (1) Animal/Insect/Pest Infestation? Yes No (6) Lead? (e.g., paint, plumbing) Yes No

251. (2) Asbestos? Yes No (7) Mold? Yes No

252. (3) Diseased trees? Yes No (8) Soil problems? Yes No

253. (4) Formaldehyde? Yes No (9) Underground storage tanks? Yes No

254. (5) Hazardous waste/substances? Yes No

255. (10) Other? _____ Yes No

Lakes

PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

271. Property located at 12500 Overlook Court Minnetonka MN 55343

272. (11) Have you ever been contacted or received any information from any governmental authority pertaining to possible or actual environmental contamination affecting the property? [] Yes [X] No

274. (12) 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 [X] No

277. If answer above is "Yes," Seller certifies that all orders [] HAVE [] HAVE NOT been vacated. (Check one.)

278. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

279.
280.

281. M. RADON DISCLOSURE: (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

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

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

304.
305.

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

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

309.
310.

311. EXCEPTIONS: See Section R for exceptions to this disclosure requirement.

PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

313. TH _____ DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

314. Property located at 12500 Overlook Court Minnetonka MN 55343

315. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
316. Seller's knowledge.

317. **Notices:** Seller HAS HAS NOT received a notice regarding any proposed improvement project from any
318. assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach
319. and/or explain: _____
320. _____

321. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
322. ordinary buyer's use or enjoyment of the property or any intended use of the property? Yes No

323. If "Yes," explain: _____
324. _____

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

328. Examples of exterior moisture sources may be:
- 329. • improper flashing around windows and doors,
 - 330. • improper grading,
 - 331. • flooding,
 - 332. • roof leaks.

333. Examples of interior moisture sources may be:
- 334. • plumbing leaks,
 - 335. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
 - 336. • overflow from tubs, sinks, or toilets,
 - 337. • firewood stored indoors,
 - 338. • humidifier use,
 - 339. • inadequate venting of kitchen and bath humidity,
 - 340. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
 - 341. • line-drying laundry indoors,
 - 342. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

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

362. Property located at 12500 Overlook Court Minnetonka MN 55343

363. Q. ADDITIONAL COMMENTS:

364.

365. R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:

366. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

- 367. (1) real property that is not residential real property;
- 368. (2) a gratuitous transfer;
- 369. (3) a transfer pursuant to a court order;
- 370. (4) a transfer to a government or governmental agency;
- 371. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 372. (6) a transfer to heirs or devisees of a decedent;
- 373. (7) a transfer from a co-tenant to one or more other co-tenants;
- 374. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
- 375. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 377. (10) a transfer of newly constructed residential property that has not been inhabited;
- 378. (11) an option to purchase a unit in a common interest community, until exercised;
- 379. (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);
- 381. (13) a transfer to a tenant who is in possession of the residential real property; or
- 382. (14) a transfer of special declarant rights under section 515B.3-104.

383. **MN STATUTES 144.496: RADON AWARENESS ACT**

384. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

386. **Waiver:** 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.

389. **No Duty to Disclose:**

- 390. (A) There is no duty to disclose the fact that the property
 - 391. (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;
 - 393. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
 - 394. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or nursing home.
- 396. (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.
- 401. (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.
- 403. (D) **Inspections.**
 - 404. (1) Except as provided in paragraph (2), 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.
 - 410. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

**DISCLOSURE STATEMENT: SELLER'S
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413. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

414. Property located at 12500 Overlook Court Minnetonka MN 55343


415. **S. SELLER'S STATEMENT:**

416. *(To be signed at time of listing.)*

417. Seller(s) hereby states the 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 Statement to any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

424. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.**
425. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.**
426. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.**
427. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

428.  Daniel Gardner 06/28/2017
(Seller) Daniel Gardner (Date)
06/28/2017 1:03:16 AM CDT


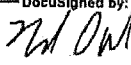
 Amanda Gardner 06/28/2017
(Seller) Amanda Gardner (Date)
06/28/2017 1:04:06 PM CDT

429. **T. BUYER'S ACKNOWLEDGEMENT:**

430. *(To be signed at time of purchase agreement.)*

431. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree that no representations regarding facts have been made other than those made above. This Disclosure Statement is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

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

436.   7/9/2017
(Buyer) 3C5640877060486... (Date)

  7/9/2017
(Buyer) 80C1C940F807482... (Date)

437. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
438. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

Radon in Real Estate Transaction

PREVIOUS SELLERS DISCLOSURE

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

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

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

Disclosure Requirements



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

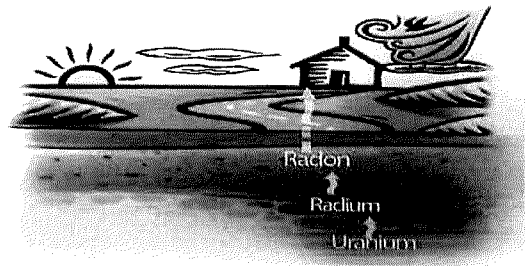
1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and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

Radon Facts

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

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

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



MDH Minnesota Department of Health
INDOOR AIR UNIT

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

Radon Testing

Any test lasting less than 12 hours must be conducted in closed-house conditions with doors closed, except for entry and exit.

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

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

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

Place the test kit:

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

Radon Mitigation

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

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

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

Radon Warning Statement

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

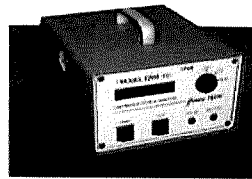
Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers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

PREVIOUS SELLERS DISCLOSURE

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

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



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