



**SELLER'S PROPERTY DISCLOSURE STATEMENT**

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1. Date \_\_\_\_\_
2. Page 1 of \_\_\_\_\_ pages

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

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

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

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

7. Property located at 9710 York Place NW #200

8. City of Rockville, County of Anoka, State of Minnesota.

**9. A. GENERAL INFORMATION:**

10. (1) When did you  Acquire  Build the home? JULY 2007
11. (2) Type of title evidence:  Abstract  Registered (Torrens)
12. Location of Abstract: \_\_\_\_\_
13. To your knowledge, is there an existing Owners Title Insurance Policy?  Yes  No
14. (3) Have you occupied this home continuously for the past 12 months?  Yes  No
15. If "No," explain: \_\_\_\_\_

16. (4) Is the home suitable for year-round use?  Yes  No
17. (5) To your knowledge, is the property located in a designated flood plain?  Yes  No
18. (6) Are you in possession of prior seller's disclosure statement(s)? (if "Yes," please attach.)  Yes  No
19. (7) Is the property located on a public or a private road?  Public  Private
20. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size requirements?  Yes  No  Unknown
21. If "No," or "Unknown," Buyer should consult the local zoning authority.

22. Are you aware of any (9) encroachments?  Yes  No
23. (10) association, covenants, historical registry, reservations or restrictions that affect or may affect the use or future resale of the property?  Yes  No
24. (11) easements, other than utility or drainage easements?  Yes  No
25. (12) Comments: \_\_\_\_\_



RE/MAX of Rochester  
4800 10<sup>th</sup> Ave NW  
Rochester, MN  
507-288-4111

**EXCLUSIVE RIGHT TO SELL  
LISTING CONTRACT**

1. Date 5-26-10
2. Page 1 of \_\_\_\_\_ pages
3. DEFINITIONS: This Contract involves the property located at \_\_\_\_\_  
legally described as 1976 29th Place NW #200
- 4.
- 5.
6. "I" means Gabriele De Luca (Property).
7. "You" means RE/MAX of Rochester (Seller).
8. I LISTING: I give You this exclusive right to sell the Property for the price of \$ 129,900 (Broker).
9. terms: \_\_\_\_\_, upon the following
- 10.

11. This Contract starts 7-2, 20 10, and ends  
at 11:59 a.m. on 12-2, 20 10. In exchange, You agree to list and market the Property  
for sale. You may place a "For Sale" sign and a lock box with keys on the Property. I understand that this Contract DOES  
12. NOT give you authority to rent or manage my property. I understand You may be a member of a Multiple Listing Service  
13. (MLS), and if You are, You shall give information to MLS concerning the property. You may place information on the  
14. Internet concerning the Property including sold information (except as limited in the *Internet Display Options Form*).  
15. I shall notify you of relevant information important in the sale of the property, if you sell the Property, you may notify MLS  
16. and member REALTORS of the price and terms of the sale.  
17. (Initial)

19.  (Seller)

 (Seller) Optional Signit

20. \_\_\_\_\_ received and have had the opportunity to review the *Internet Display*

21. I understand that mortgage financing services are usually paid for by buyer; however, certain insured government loans  
22. may require Seller to pay a portion of the fees for the mortgage loan. I understand that I shall not be required to pay  
23. the financing fees on any mortgage without giving my written consent. I understand that You may list other  
24. properties during the term of this Contract.

25. DUTIES: I shall cooperate with You in selling the Property. I shall promptly tell You about all inquiries I receive about  
26. the Property. I agree to provide and pay for any inspections and reports required by any governmental authority. I  
27. agree to provide unit owners' association documents, if required. I shall remain responsible for security, maintenance,  
28. utilities and insurance while I own the Property, and for safekeeping, securing and/or concealing any valuable  
29. personal property during Property showings or open houses. I shall provide the buyer an updated abstract of title or  
30. registered property abstract or commitment for an owner's policy of title insurance for the Property, as agreed to in a  
31. purchase agreement. I have the full legal right to sell the Property. I shall sign all documents necessary to transfer to  
32. the buyer marketable title to the Property.

**YOUR COMPENSATION:**

33. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**  
34. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

35. I shall pay You, as your compensation, 6.25 percent (%) of the selling price and \$ 250  
36. brokerage commission, if I sell or agree to sell the Property before this Contract ends.

37. In addition, if before this Contract ends You present a buyer who is willing and able to buy the Property at the price and  
38. terms required in this Contract, but I refuse to sell, I shall still pay You the same compensation. I agree to pay your  
39. compensation whether You, I or anyone sells the Property. I hereby permit You to share part of your compensation with  
40. other real estate brokers, including brokers representing only the buyer. I agree to pay your compensation in full upon the  
41. happening of any of the following events:  
42. (1) the closing of the sale;

43. (2) my refusal to close the sale; or

44. (3) my refusal to sell at the price and terms specified above.

SELLER'S PROPERTY  
DISCLOSURE STATEMENT

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45. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.  
46. Property located at 19710 79th Pl NW #200

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

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

49. If "Yes," give details of what happened and when: \_\_\_\_\_  
50. \_\_\_\_\_  
51. \_\_\_\_\_  
52. \_\_\_\_\_  
53. \_\_\_\_\_

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

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

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

61. If "Yes," please explain: \_\_\_\_\_  
62. \_\_\_\_\_  
63. \_\_\_\_\_  
64. \_\_\_\_\_  
65. \_\_\_\_\_

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

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

68. If "Yes," give details of what happened and when: \_\_\_\_\_  
69. \_\_\_\_\_  
70. \_\_\_\_\_  
71. \_\_\_\_\_

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

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

74. If "Yes," indicate type \_\_\_\_\_ and number \_\_\_\_\_  
75. (6) Comments: \_\_\_\_\_  
76. \_\_\_\_\_  
77. \_\_\_\_\_  
78. \_\_\_\_\_

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



**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

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119. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.  
 120. Property located at 19116 29th Ave NW #120

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

**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*.

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

	In Working Order		In Working Order	
	Yes	No	Yes	No
126. <del>126.</del> Air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<del>Charge disposal</del>	<input type="checkbox"/>
127. <del>127.</del> Central <input type="checkbox"/> wall <input type="checkbox"/> window	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating system (central)	<input type="checkbox"/>
128. Air exchange system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating system (supplementary)	<input type="checkbox"/>
129. Carbon Monoxide Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incentrator	<input type="checkbox"/>
130. Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input checked="" type="checkbox"/>
131. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>
132. Doorbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>
133. <del>133.</del> <del>Brain-tis-system</del>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>
134. Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool-and-equipment	<input type="checkbox"/>
135. Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/>
136. Exhaust system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>
137. Fire sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>
138. Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>
139. <del>139.</del> <del>Fireplace mechanisms</del>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
140. <del>140.</del> <del>Furnace humidifier</del>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input type="checkbox"/>
141. Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired)	<input checked="" type="checkbox"/>
142. Garage door opener (GDO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors	<input type="checkbox"/>
143. Garage auto reverse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>
144. GDO remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input checked="" type="checkbox"/>
145. Comments:				
146.				
147.				
148.				

**E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**

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

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

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

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

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

**SELLER'S PROPERTY  
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160. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.  
 161. Property located at 147th 29th A NW #220

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

164.  Seller certifies that Seller does not know of any wells on the above-described real property.  
 165.  Seller certifies there are one or more wells located on the above-described real property.  
 166. (See Well Disclosure Statement.)

167. Are there any wells serving the above-described property that are not located on the property?  Yes  No  
 168. To your knowledge, is this property in a Special Well Construction Area?  Yes  No

169. G. PROPERTY TAX TREATMENT:  
 170. Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 1A.)  
 171. I here  IS  IS NOT an exclusion from market value for home improvements on this property. Any  
 172. (Check appropriate box.)  
 173. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for  
 174. property tax purposes shall increase, if a valuation exclusion exists, Buyers are encouraged to look into the  
 175. resulting tax consequences.

176. Additional comments: \_\_\_\_\_  
 177. \_\_\_\_\_  
 178. \_\_\_\_\_

179. Preferential Property Tax Treatment  
 180. Is the property subject to any preferential property tax status or any other credits affecting the property?  
 181. (e.g., Disability, Green Acres, CPP, RIM, Rural Preserve)  Yes  No

182. If "Yes," would these terminate upon the sale of the property?  Yes  No  
 183. Explain: \_\_\_\_\_  
 184. \_\_\_\_\_  
 185. \_\_\_\_\_

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

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

196. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS:  
 197. MN Statute 289F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping  
 198. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the  
 199. sale of the home.

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

**SELLER'S PROPERTY  
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201. Page 6

202. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.  
 203. Property located at 1976 74th St NW, Eden Prairie, MN

**K. CEMETERY ACT:**

204. 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.  
 205. To your knowledge, are you aware of any human remains, burials or cemeteries located on the property?  
 206.  Yes  No

207. If "Yes," please explain: \_\_\_\_\_  
 208. \_\_\_\_\_  
 209. \_\_\_\_\_

210. All unidentified human remains or burials found outside or 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.

**L. ENVIRONMENTAL CONCERNS:**

211. To your knowledge, have any of the following environmental concerns previously existed or do they currently exist on the property?  
 212. Asbestos?  Yes  No  
 213. Diseased trees?  Yes  No  
 214. Formaldehyde?  Yes  No  
 215. Hazardous wastes/substances?  Yes  No  
 216. Lead? (e.g., paint, plumbing)  Yes  No  
 217. 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?  
 218. If answer above is "Yes," seller certifies that all orders  HAVE  HAVE NOT been vacated. **N/A**

219. Give details to any question answered "Yes": \_\_\_\_\_  
 220. \_\_\_\_\_  
 221. \_\_\_\_\_  
 222. \_\_\_\_\_

**M. OTHER DEFECTS/MATERIAL FACTS:**

223. Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property?  
 224. If "Yes," explain below: \_\_\_\_\_  
 225. \_\_\_\_\_  
 226. \_\_\_\_\_  
 227. \_\_\_\_\_  
 228. \_\_\_\_\_

**N. ADDITIONAL COMMENTS:**

229. \_\_\_\_\_  
 230. \_\_\_\_\_  
 231. \_\_\_\_\_  
 232. \_\_\_\_\_  
 233. \_\_\_\_\_  
 234. \_\_\_\_\_  
 235. \_\_\_\_\_  
 236. \_\_\_\_\_  
 237. \_\_\_\_\_  
 238. \_\_\_\_\_  
 239. \_\_\_\_\_  
 240. \_\_\_\_\_

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

SELLER'S PROPERTY  
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242.

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

243.

**O. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion

244.

affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the home.

245.

246.

Examples of exterior moisture sources may be

247.

- Improper flashing around windows and doors.

248.

- Improper grading.

249.

- flooding.

250.

- roof leaks.

251.

Examples of interior moisture sources may be

252.

- plumbing leaks.

253.

- condensation (caused by indoor humidity that is too high or surfaces that are too cold),

254.

- overflow from tubs, sinks or toilets.

255.

- firewood stored indoors.

256.

- humidifier use.

257.

- inadequate venting of kitchen and bath humidity.

258.

- improper venting of clothes dryer exhaust outdoors (including electrical dryers),

259.

- line-drying laundry indoors.

260.

- houseplants—watering them can generate large amounts of moisture.

261.

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

262.

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

263.

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

264.

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

265.

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

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SELLER'S PROPERTY  
DISCLOSURE STATEMENT

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

278. Property located at 1470 29th St NW #200

279. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 is located at the Minnesota Department of Corrections offices in the community where the property Corrections web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

284.  
285.  
286. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

287. **Q. SELLER'S STATEMENT:**

(To be signed at time of listing.)

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

Amber A. Holt 7/27/10  
(Seller) (Date)

291.  
292. **R. BUYER'S ACKNOWLEDGEMENT:**

(To be signed at time of purchase agreement.)

I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Property Disclosure Statement and agree that no representations regarding material facts have been made other than those made above.

288.

297. **S. SELLER'S ACKNOWLEDGMENT:**

(To be signed at time of purchase agreement.)

**AS OF THE DATE BELOW.** I/We, the Seller(s) of the property, state that the material facts stated above are the same, except for changes as indicated below, which have been signed and dated.

302.

303.

304.

305.

306.

307. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

308. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a

309. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause 310. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

311. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in 312. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any 313. other option.

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

MN:SPDS-8 (8/09)

SELLER'S PROPERTY  
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318.

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

**317. Exceptions.**

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

**335. Waiver**

336. The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer 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.

**339. No Duty to Disclose**

340. A. There is no duty to disclose the fact that the property
341. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
  342. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
  343. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.

**346. B. Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register

347. under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, 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.

351. 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.

**353. D. Inspections.**

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

362.

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

MN-SPDS-g (8/09)