

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

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- 1. Date SEPT 6 2019
- 2. Page 1 of 5 pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
- 4. MADE A PART HEREOF

5. Property located at 16047 HAVEN LN,  
6. City of PARK RAPIDS, County of HUBBARD, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes  
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the  
9. prospective Buyer (see *Disclosure Statement: Seller's Property Disclosure Statement*) or satisfy one of the  
10. following two options. Disclosures made herein, if any, are not a warranty or guarantee of any kind by Seller or  
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or  
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

14. 1)  **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that  
15. discloses material information relating to the real property that has been prepared by a qualified third party.  
16. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or  
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice  
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the  
19. written report.

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

23. The inspection report was prepared by \_\_\_\_\_  
24. \_\_\_\_\_,  
25. and dated \_\_\_\_\_, 20\_\_\_\_.

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

28. \_\_\_\_\_  
29. \_\_\_\_\_  
30. \_\_\_\_\_

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

33. \_\_\_\_\_  
34. \_\_\_\_\_  
35. \_\_\_\_\_

36. 2)  **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller  
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under  
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller  
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any  
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is  
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could  
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the  
44. property that occur, other than those disclosure requirements created by any other law.

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

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48. Property located at 16047 HAVEN LN Park Rapids, MN

49. **OTHER REQUIRED DISCLOSURES:**

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

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

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

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

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

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)  
64. (Check appropriate box.)

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

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

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

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

70. Comments: \_\_\_\_\_

71. \_\_\_\_\_

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

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

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

78. Additional comments: \_\_\_\_\_

79. \_\_\_\_\_

80. \_\_\_\_\_

81. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

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88. E. RADON DISCLOSURE:

89. (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

99. RADON IN REAL ESTATE: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota  
100. Department of Health's publication entitled *Radon in Real Estate Transactions*, which can be found at  
101. [www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf](http://www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf).

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

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

109. (a) Radon test(s)  HAVE  HAVE NOT occurred on the property.  
(Check one.)

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

112. \_\_\_\_\_

113. \_\_\_\_\_

114. \_\_\_\_\_

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

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

118. \_\_\_\_\_

119. \_\_\_\_\_

120. \_\_\_\_\_

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

125. G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:

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

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130. Property located at 16047 HAVEN Ln PARK RAPIDS, MN

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

134. Examples of exterior moisture sources may be

- 135. • improper flashing around windows and doors,
- 136. • improper grading,
- 137. • flooding,
- 138. • roof leaks.

139. Examples of interior moisture sources may be

- 140. • plumbing leaks,
- 141. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 142. • overflow from tubs, sinks or toilets,
- 143. • firewood stored indoors,
- 144. • humidifier use,
- 145. • inadequate venting of kitchen and bath humidity,
- 146. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 147. • line-drying laundry indoors,
- 148. • houseplants—watering them can generate large amounts of moisture.

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

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

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

160. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the  
161. Minnesota Association of REALTORS® Desktop Reference Guide at [www.mnrealtor.com](http://www.mnrealtor.com).

162. **I. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
163. offender registry and persons registered with the predatory offender registry under MN Statute 243.166  
164. may be obtained by contacting the local law enforcement offices in the community where the property is  
165. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections  
166. web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

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168. Property located at 16047 HAVEN LN PARK RAPIDS, MN

**169. J. SELLER'S STATEMENT:**

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

171. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
172. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the  
173. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a  
174. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a  
175. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is  
176. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must  
177. provide a copy to the prospective buyer.

178. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party  
179. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware  
180. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of  
181. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*  
182. *Disclosure Statement* form.

183. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose  
184. and will NOT disclose any new or changed information regarding facts.

185. **OTHER REQUIRED DISCLOSURES (Sections A-E):** Whether Seller has elected a Qualified-Third Party Inspection  
186. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required  
187. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*  
188. *Disclosure* form.

189. X [Signature] 9-6-2019 X [Signature] 9-6-19  
(Seller) (Date) (Seller) (Date)

**190. K. BUYER'S ACKNOWLEDGEMENT:**

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

192. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to  
193. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have  
194. been made, other than those made in this form.

195. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

196. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE**  
197. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**