

**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.  
5. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page five (5), are obligated to  
6. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect an  
7. ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware. MN  
8. Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before  
9. closing, if Seller learns that Seller's disclosure was inaccurate. Seller has disclosure alternatives allowed by MN  
10. Statutes. See *Seller's Disclosure Alternatives* form for further information regarding disclosure alternatives. This  
11. disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing or assisting any party in  
12. the transaction.

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

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

21. Property located at \_\_\_\_\_ ,

22. City of \_\_\_\_\_ , County of \_\_\_\_\_ , State of Minnesota.

23. **A. GENERAL INFORMATION:**

24. (1) When did you  **Acquire** /  **Build** the home? \_\_\_\_\_  
----- (Check one.) -----

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

26. Location of Abstract: \_\_\_\_\_

27. To your knowledge, is there an existing Owner's Title Insurance Policy? Yes  No

28. (3) Have you occupied this home continuously for the past 12 months? Yes  No

29. If "No," explain: \_\_\_\_\_

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

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

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

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

34. Are you aware of any  
35. (8) encroachments? Yes  No

36. (9) association, covenants, reservations or restrictions that affect or may affect the use  
37. or future resale of the property? Yes  No

38. (10) easements, other than utility or drainage easements? Yes  No

39. (11) Comments: \_\_\_\_\_

40. \_\_\_\_\_

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

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

44. If "Yes," give details of what happened and when: \_\_\_\_\_

45. \_\_\_\_\_

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

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

49. \_\_\_\_\_

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

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

52. \_\_\_\_\_

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

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

55. If "Yes," indicate type \_\_\_\_\_ and number \_\_\_\_\_ .

56. (6) Comments: \_\_\_\_\_

57. \_\_\_\_\_

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

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SELLER'S PROPERTY DISCLOSURE STATEMENT

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

61. Property located at \_\_\_\_\_

62. C. STRUCTURAL SYSTEMS:

63. To your knowledge, have any of the following conditions previously existed or do they currently exist?

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

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

- 66. (a) cracked floor/walls Yes No (e) leakage/seepage Yes No
67. (b) drain tile problem Yes No (f) sewer backup Yes No
68. (c) flooding Yes No (g) wet floors/walls Yes No
69. (d) foundation problem Yes No (h) other Yes No

70. Give details to any questions answered "Yes": \_\_\_\_\_

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

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

- 73. (a) what is the age of the roofing material? \_\_\_\_\_ years
74. (b) has there been any interior or exterior damage? Yes No
75. (c) has there been interior damage from ice buildup? Yes No
76. (d) has there been any leakage? Yes No
77. (e) have there been any repairs or replacements made to the roof? Yes No

78. Give details to any questions answered "Yes": \_\_\_\_\_

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

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

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

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

Table with 3 columns: In Working Order (Yes/No), Item Name, In Working Order (Yes/No). Items include Air-conditioning, Garbage disposal, Trash compactor, Heating system, TV antenna system, etc.

106. Comments: \_\_\_\_\_

107. \_\_\_\_\_

108. \_\_\_\_\_

109. E. PRIVATE SEWER SYSTEM DISCLOSURE:

110. (A Private Sewer System Disclosure is required by MN Statute 115.55.)

111. (Check appropriate box.)

- 112. Seller does not know of a private sewer system on or serving the above-described real property.
113. There is a private sewer system on or serving the above-described real property.
114. See Private Sewer System Disclosure.
115. There is an abandoned private sewer system on the above-described real property.
116. See Private Sewer System Disclosure.

117. F. PRIVATE WELL DISCLOSURE: (A Well Disclosure Statement and Certificate are required by MN Statute 103I.235.)

118. (Check appropriate box.)

- 119. Seller certifies that Seller does not know of any wells on the above-described real property.
120. Seller certifies there are one or more wells located on the above-described real property.
121. See Well Disclosure Statement.

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

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

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

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

127. Property located at \_\_\_\_\_

128. **G. PROPERTY TAX TREATMENT:**

129. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 16.)

130. (Check appropriate box.)

131. There **IS**  / **IS NOT**  an exclusion from market value for home improvements on this property. Any valuation  
----- (Check one.) -----

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

135. Additional comments: \_\_\_\_\_

136. **Preferential Property Tax Treatment**

137. Is the property subject to any preferential property tax status or any other credits affecting the property which  
138. would terminate upon the sale of the property? Yes  No

139. (e.g., Disability, Green Acres, CRP, RIM)

140. If "Yes," please explain: \_\_\_\_\_

141. \_\_\_\_\_

142. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

146. See *Methamphetamine Disclosure Statement*.

147. **I. CEMETERY ACT:**

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

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

152. If "Yes," please explain: \_\_\_\_\_

153. \_\_\_\_\_

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

157. **J. ENVIRONMENTAL CONCERNS:**

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

159. Asbestos? Yes  No  Lead? (e.g. paint, plumbing) Yes  No  Soil problems? Yes  No

160. Diseased trees? Yes  No  Mold? Yes  No  Underground storage tanks? Yes  No

161. Formaldehyde? Yes  No  Radon? Yes  No  Other? Yes  No

162. Hazardous wastes/substances? Yes  No

163. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental  
164. authority ordering the remediation of a public health nuisance on the property? Yes  No

165. If answer above is "YES," seller certifies that all orders  **HAVE**  / **HAVE NOT** been vacated.  
----- (Check one.) -----

166. Give details to any question answered "Yes": \_\_\_\_\_

167. \_\_\_\_\_

168. \_\_\_\_\_

169. \_\_\_\_\_

170. **K. OTHER DEFECTS:**

171. Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or  
172. enjoyment of the property or any intended use of the property? Yes  No

173. If "Yes," explain below:

174. \_\_\_\_\_

175. \_\_\_\_\_

176. **L. ADDITIONAL COMMENTS:**

177. \_\_\_\_\_

178. \_\_\_\_\_

179. \_\_\_\_\_

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

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

183. Property located at \_\_\_\_\_

184. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION**

185. Information regarding the predatory offender registry and persons registered with the predatory offender  
186. registry under MN Statute section 243.166 may be obtained by contacting the local law enforcement offices in the  
187. community where the property is located or the Minnesota Department of Corrections at (651) 642-0200, or  
188. **from the Department of Corrections web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).**

189. **WATER INTRUSION AND MOLD GROWTH**

190. Recent studies have shown that various forms of water intrusion affect many homes. Water intrusion may occur from  
191. exterior moisture entering the home and/or interior moisture leaving the home.

192. Examples of exterior moisture sources may be

- 193. • improper flashing around windows and doors,
- 194. • improper grading,
- 195. • flooding,
- 196. • roof leaks.

197. Examples of interior moisture sources may be

- 198. • plumbing leaks,
- 199. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 200. • overflow from tubs, sinks or toilets,
- 201. • firewood stored indoors,
- 202. • humidifier use,
- 203. • inadequate venting of kitchen and bath humidity,
- 204. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 205. • line-drying laundry indoors,
- 206. • houseplants — watering them can generate large amounts of moisture.

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

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

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

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

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

222. **M. SELLER'S STATEMENT** *(to be signed at time of listing):*

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

226. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

227. **N. BUYER'S ACKNOWLEDGEMENT** *(to be signed at time of purchase agreement):*

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

230. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

231. **O. SELLER'S ACKNOWLEDGEMENT** *(to be signed at time of purchase agreement):*

232. **AS OF THE DATE BELOW**, I/we, the Seller(s) of the property, state that the material facts stated above are the  
233. same, **except after changes as indicated below.**

234. \_\_\_\_\_  
235. \_\_\_\_\_

236. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

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

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

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

241. a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103,

242. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

243. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in

244. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any

245. other option.

246. **Exceptions**

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

248. (1) real property that is not residential real property;

249. (2) a gratuitous transfer;

250. (3) a transfer pursuant to a court order;

251. (4) a transfer to a government or governmental agency;

252. (5) a transfer by foreclosure or deed in lieu of foreclosure;

253. (6) a transfer to heirs or devisees of a decedent;

254. (7) a transfer from a cotenant to one or more other cotenants;

255. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;

256. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property

257. agreement incidental to that decree;

258. (10) a transfer of newly constructed residential property that has not been inhabited;

259. (11) an option to purchase a unit in a common interest community, until exercised;

260. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to

261. a declarant under section 515B.1-103, clause (2);

262. (13) a transfer to a tenant who is in possession of the residential real property; or

263. (14) a transfer of special declarant rights under section 515B.3-104.

264. **Waiver**

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

266. Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit or

267. abridge any obligation for seller disclosure created by any other law.

268. **No Duty to Disclose**

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

270. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human

271. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;

272. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or

273. (3) is located in a neighborhood containing any adult family home, community-based residential facility or

274. nursing home.

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

276. to register under MN Statute 243.166, or about whom notification is made under that section, if Seller, in a timely

277. manner, provides a written notice that information about the predatory offender registry and persons registered

278. with the registry may be obtained by contacting the local law enforcement agency where the property is located

279. or the Department of Corrections.

280. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and

281. B for property that is not residential property.

282. D. **Inspections.** (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to

283. the real property if a written report that discloses the information has been prepared by a qualified third party

284. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state

285. or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the

286. expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has

287. been conducted by the third party in order to prepare the written report.

288. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any

289. information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

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

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