

# Offer Cover Sheet

Prop. Address 92 West Road Circle Pines  
Agt Company \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_  
Agent Name \_\_\_\_\_ Direct Phone \_\_\_\_\_  
Company Ph \_\_\_\_\_ Agent Cell / Direct \_\_\_\_\_  
Agent Email \_\_\_\_\_ Agent Fax \_\_\_\_\_  
Company ID# \_\_\_\_\_ Agent ID# \_\_\_\_\_

Buyer Type  Owner Occupant  Investor  Other \_\_\_\_\_  
Buyer Name #1 \_\_\_\_\_  
Buyer Name #2 \_\_\_\_\_  
Buyer Phone\* \_\_\_\_\_ Buyer Email\* \_\_\_\_\_

\*Why we ask: A few banks require this information but in all cases we need this information when we transfer utilities just before closing. We will NEVER call your client directly. Agents not comfortable entering this information may leave blank. If a bank requires, we will advise you. For utility switch we can use the agent cell or direct number and you can supply it directly to the utility company when they call.

Agent Assist \_\_\_\_\_ Assist. Phone \_\_\_\_\_  
Assist. Fax \_\_\_\_\_ Assist. Email \_\_\_\_\_  
Buyer Title Co. \_\_\_\_\_ Title Phone \_\_\_\_\_

Is your buyer licensed?      Yes      No      Is your buyer related to you?      Yes      No  
Are you buying as an agent or do do you have any relation to buyer?      Yes      No  
Is your broker Approved with Freddie Mac of Homesteps to list property?      Yes      No  
Is Your broker approved with Fannie Mae to list property?      Yes      No  
Does the selling agent or the buyer work for Wells Fargo or Premiere Asset Services?      Yes      No

## ADDENDUM TO PURCHASE AGREEMENT

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1. Date \_\_\_\_\_

2. Page \_\_\_\_\_ of \_\_\_\_\_ Pages

3. Addendum to Purchase Agreement between parties dated \_\_\_\_\_, pertaining

4. to the purchase and sale of the property at \_\_\_\_\_

5. \_\_\_\_\_ **Minnesota**

6. **Seller agrees to install prior to closing, at seller's cost, carbon monoxide detectors per state statute 299F.51, which**

7. **became effective August 1, 2008 for all single family dwellings.**

8. \_\_\_\_\_

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

30. \_\_\_\_\_

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

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

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

## 2007 Minnesota Statutes

### 299F.51 REQUIREMENTS FOR CARBON MONOXIDE ALARMS.

Subdivision 1. **Generally.** Every single family dwelling and every dwelling unit in a multifamily dwelling must have an approved and operational carbon monoxide alarm installed within ten feet of each room lawfully used for sleeping purposes.

Subd. 2. **Owner's duties.** The owner of a multifamily dwelling unit which is required to be equipped with one or more approved carbon monoxide alarms must:

- (1) provide and install one approved and operational carbon monoxide alarm within ten feet of each room lawfully used for sleeping; and
- (2) replace any required carbon monoxide alarm that has been stolen, removed, found missing, or rendered inoperable during a prior occupancy of the dwelling unit and which has not been replaced by the prior occupant prior to the commencement of a new occupancy of a dwelling unit.

Subd. 3. **Occupant's duties.** The occupant of each dwelling unit in a multifamily dwelling in which an approved and operational carbon monoxide alarm has been provided and installed by the owner must:

- (1) keep and maintain the device in good repair; and
- (2) replace any device that is stolen, removed, missing, or rendered inoperable during the occupancy of the dwelling unit.

Subd. 4. **Battery removal prohibited.** No person shall remove batteries from, or in any way render inoperable, a required carbon monoxide alarm.

Subd. 5. **Exceptions; certain multifamily dwellings and state-operated facilities.** (a) In lieu of requirements of subdivision 1, multifamily dwellings may have approved and operational carbon monoxide alarms installed between 15 and 25 feet of carbon monoxide-producing central fixtures and equipment, provided there is a centralized alarm system or other mechanism for responsible parties to hear the alarm at all times.

(b) An owner of a multifamily dwelling that contains minimal or no sources of carbon monoxide may be exempted from the requirements of subdivision 1, provided that such owner certifies to the commissioner of public safety that such multifamily dwelling poses no foreseeable carbon monoxide risk to the health and safety of the dwelling units.

(c) The requirements of this section do not apply to facilities owned or operated by the state of Minnesota.

**History:** 2006 c 260 art 3 s 21

**NOTE:** This section, as added by Laws 2006, chapter 260, article 3, section 21, is effective January 1, 2007, for all newly constructed single family and multifamily dwelling units for which building permits were issued on or after January 1, 2007; August 1, 2008, for all existing single family dwelling units; and August 1, 2009, for all multifamily dwelling units. Laws 2006, chapter 260, article 3, section 21, the effective date.

## 2007 Minnesota Statutes

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### **299F.50 DEFINITIONS.**

Subdivision 1. **Scope.** As used in sections 299F.50 and 299F.51, the terms defined in this section have the meanings given them.

Subd. 2. **Installed.** "Installed" means that an approved carbon monoxide alarm is hardwired into the electrical wiring, directly plugged into an electrical outlet without a switch, or, if the alarm is battery-powered, attached to the wall of the dwelling.

Subd. 3. **Single and multifamily dwelling.** "Single and multifamily dwelling" means any building or structure which is wholly or partly used or intended to be used for living or sleeping by human occupants.

Subd. 4. **Dwelling unit.** "Dwelling unit" means an area meant for living or sleeping by human occupants.

Subd. 5. **Approved carbon monoxide alarm.** "Approved carbon monoxide alarm" means a device meant for the purpose of detecting carbon monoxide that is certified by a nationally recognized testing laboratory to conform to the latest Underwriters Laboratories Standards (known as UL2034 standards).

Subd. 6. **Operational.** "Operational" means working and in service.

**History:** 2006 c 260 art 3 s 20

**NOTE:** This section, as added by Laws 2006, chapter 260, article 3, section 20, is effective January 1, 2007, for all newly constructed single family and multifamily dwelling units for which building permits were issued on or after January 1, 2007; August 1, 2008, for all existing single family dwelling units; and August 1, 2009, for all multifamily dwelling units. Laws 2006, chapter 260, article 3, section 20, the effective date.

# Carbon Monoxide: Reminder to (CO)-operate with the Law

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Christine Berger  
Vice President,  
Governmental Affairs & Regulatory Issues  
cberger@mnrealtor.com

**2006 Legislative Session:**  
*HF 1337 – McNamara / SF 1003 – Pariseau*

**The bill was folded into Chapter 260 (2006  
Legislative Session: HF 2656 – Smith/ SF 2633  
– Foley)**

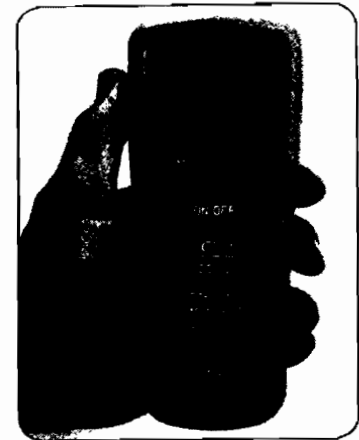
Carbon monoxide (CO) is an odorless, colorless and toxic gas. Because it is impossible to see, taste or smell the toxic fumes, CO can harm or even kill you before you are aware it is in your home. At lower levels of exposure, CO causes mild effects that are often mistaken for the flu. Exposures can lead to significant toxicity of the central nervous system and heart. Because of its toxic nature, two years ago the state legislature passed a law regarding carbon monoxide alarms. The effective date for the legislation for all existing single family dwelling units is August 1, 2008. Thus, this article is a reminder to (CO)mply and (CO)operate with the law.

The legislation states that every single family dwelling and every dwelling unit in a multifamily dwelling must have an approved and operational carbon monoxide alarm installed within ten feet of each room lawfully used for sleeping purposes.

Owners of multifamily dwelling units, which is required to be equipped with one or more approved carbon monoxide alarms, must:

- (1) provide and install one approved and operational carbon monoxide alarm within ten feet of each room lawfully used for sleeping; and
- (2) replace any required carbon monoxide alarm that has been stolen, removed, found missing, or rendered inoperable during a prior occupancy of the dwelling unit and which has not been replaced

July/August, 2008



by the prior occupant prior to the commencement of a new occupancy of a dwelling unit.

The occupant of each dwelling unit in a multifamily dwelling in which an approved and operational carbon monoxide alarm has been provided and installed by the owner must:

- (1) keep and maintain the device in good repair; and
- (2) replace any device that is stolen, removed, missing, or rendered inoperable during the occupancy of the dwelling unit.

**Exceptions:** Multifamily dwellings may instead have approved and operational carbon monoxide alarms installed between 15 and 25 feet of carbon monoxide producing central fixtures and equipment provided there is a centralized alarm system or other mechanism for responsible parties to hear the alarm at all times.

The requirements do not apply to facilities owned or operated by the state.

The effective dates for the legislation are as follows:

1. January 1, 2007 for all newly constructed single family and multifamily dwelling units for which building permits were issued on or after January 1, 2007.
2. **August 1, 2008 for all existing single family dwelling units.**
3. August 1, 2009 for all multifamily dwelling units.

## Disclosure Regarding Bank Owned Property

The Buyer understands that the property located at \_\_\_\_\_

92 West Road in the city of Circle Pines

county of \_\_\_\_\_, MN is "bank owned property". The Buyer also understands the property is being sold as-is.

The Buyer understands that they may not receive the following disclosures for this property, even though Federal or State laws require the use of these disclosures. Banks who sell these properties may not adhere to the disclosure laws under the belief they are exempt.

Lead Based Paint Addendum  
Seller Property Disclosures  
Seller Alternatives Disclosure  
Private Sewer System Disclosure  
Well Disclosure  
Methamphetamine Disclosure  
CIC addenda  
Resale Disclosure Certificate

The Buyer has satisfied themselves with the condition of the above mentioned property. Buyer understands that \_\_\_\_\_

Real Estate Brokerage

and \_\_\_\_\_ are representing,  
Agent

the Seller only       both parties acting as a Dual Agent       the Buyer only

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selling Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Listing Agent

\_\_\_\_\_  
Date

# SELLER'S DISCLOSURE ALTERNATIVES

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1. Date December 9, 2010  
2. Page 1 of 4 Pages

3. Property located at 92 West Road

4. City of Circle Pines, County of Anoka

## 5. NOTICE

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

### 9. (select one option only)

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

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

19. The Inspection report was prepared by \_\_\_\_\_  
20. \_\_\_\_\_  
21. and dated \_\_\_\_\_, 20\_\_\_\_.

22. Seller discloses to Buyer the following material facts known by Seller that contradict any information included  
23. in the above referenced inspection report.  
24. \_\_\_\_\_  
25. \_\_\_\_\_  
26. \_\_\_\_\_  
27. \_\_\_\_\_  
28. \_\_\_\_\_

29. Seller discloses to Buyer the following material facts known by Seller that are not included in the above  
30. referenced inspection report.  
31. \_\_\_\_\_  
32. \_\_\_\_\_  
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. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or  
39. abridge any obligation for Seller disclosure created by any other law.**

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

# SELLER'S DISCLOSURE ALTERNATIVES

41. Page 2

42 Property located at 92 West Road City: Circle Pines, Minnesota.

## 43 OTHER REQUIRED DISCLOSURES:

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

## 48 A. PRIVATE SEWER SYSTEM DISCLOSURE: (A private sewer system disclosure is required by MN

49 (Check appropriate box.)

50.  Seller does not know of a private sewer system on or serving the above-described real property.

51.  There is a private sewer system on or serving the above-described real property.  
52. (See Private Sewer System Disclosure Statement.)

53.  There is an abandoned private sewer system on the above-described real property.  
54. (See Private Sewer System Disclosure Statement.)

## 55 B. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.)

56 (Check appropriate box.)

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

58.  Seller certifies there are one or more wells on the above-described real property.  
59. (See Well Disclosure Statement.)

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

61. Contaminated Well: Is there a well on or serving the property containing contaminated water?  Yes  No

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

63. Comments: \_\_\_\_\_

64. \_\_\_\_\_

65. \_\_\_\_\_

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

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

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

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

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

## 73 D. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

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

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

## 78 E. NOTICE REGARDING AIRPORT ZONING REGULATIONS The property may be in or near an airport safety zone

79. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are  
80. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
81. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

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

# SELLER'S DISCLOSURE ALTERNATIVES

83. Page 3

84 Property located at 92 West Road City: Circle Pines, Minnesota

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

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

91 H. **SELLER'S STATEMENT:**

92. (To be signed at time of listing.)

93. Seller(s) hereby authorize(s) any licensee(s) representing or assisting any party(ies) in this transaction to provide  
94. a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

95. **X**  
\_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

96 I. **BUYER'S ACKNOWLEDGMENT:**

97. (To be signed at time of purchase agreement.)

98. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form  
99. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding  
100. material facts have been made, other than those made in this form.

101. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

10 J. **ADDITIONAL DISCLOSURES:**

103. \_\_\_\_\_  
104. \_\_\_\_\_  
105. \_\_\_\_\_  
106. \_\_\_\_\_  
107. \_\_\_\_\_

10 K. **SELLER'S ACKNOWLEDGMENT:**

109. (To be signed at time of purchase agreement.)

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

112. \_\_\_\_\_  
113. \_\_\_\_\_  
114. \_\_\_\_\_  
115. \_\_\_\_\_  
116. \_\_\_\_\_

11 **X**  
\_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

11 ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER

## SELLER'S DISCLOSURE ALTERNATIVES

119. Page 4

### 12 L. OTHER INFORMATION:

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

124. Examples of exterior moisture sources may be  
125. ● improper flashing around windows and doors,  
126. ● improper grading,  
127. ● flooding,  
128. ● roof leaks.

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

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

## Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.  
143. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,  
144. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.  
145. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you  
146. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having  
147. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your  
148. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on  
149. the property.

150. For additional information 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)

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

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

# Association Contact Information

## Association Information for MLS Upload

House No. 92 Address West Road

City Circle Pines County Anoka State MN Zip 55014

BWR File # 11-022

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Assoc. Name	<u>na</u>	Assoc. City	<u>Circle Pines</u>
Manage. Co.	<u>na</u>	Co.Phone	<u>na</u>
Man Co. Add.	<u>na</u>	Prop. Man.	<u>na</u>
City / St / Zip	<u>na</u>	<u>MN</u>	<u>na</u>
Man. Co. Web	<u>na</u>	Man. Direct	<u>na</u>
Onsite Caretaker	<u>na</u>	Ph	<u>na</u>
Assoc. Fee	<u>na</u>	Man.Fax	<u>na</u>
Fee Covers	<u>na</u>	Frequency	<u>na</u>
Insurance Cost	<u>na</u>	Asses.	<u>na</u>
Pet Policy	<u>na</u>	Assoc Lien	<u>na</u>
Res. Disc Cert	<u>na</u>	Doc Prep.	<u>na</u>
Assoc. Docs	<u>na</u>	Pays Water?	<u>na</u>
Fee Pays Trash	<u>na</u>	Pays Heat	<u>na</u>
		Pays Other	<u>na</u>

**Information believed to be accurate but is not guaranteed. Contact association or it's management company for additional information.**