



MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: _____

2
3 Property: 45 Wineglass Loop North, Livingston, MT 59047

4 Seller(s): Daniel Etcheverry

5 Seller Agent: _____

6
7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8
9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
11 statements made by the seller; and
12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
13 information regarding adverse material facts that concern the property.
14

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been
16 completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,
18 except as set forth below, the Seller Agent has no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or
20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern
21 the Property
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29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,
30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property
32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to
33 any advice, inspections or defects.

34 Seller Agent Signature: [Signature]

35 Dated: 8-16-2024

36 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

37 Buyer Agent: _____

38 Buyer Agent Signature: _____

39 Dated: _____

40 Buyer Signature: _____

41 Dated: _____

OWNER'S PROPERTY DISCLOSURE STATEMENT
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: _____
2

3 The undersigned Owner is the owner of certain real property located at 45 Wineglass Loop North
4 in the City of Livingston,
5 County of Park County, Montana, which real property is legally described as:
6 BUFFALO TRAIL ESTATES OF S/D 162, S27, T02 S, R09 E, Lot 15 and Lot 16
7
8
9

10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
11 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.
15

16 **OWNER'S DISCLOSURE**

- 17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since _____ (date).
20

21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
26 failure of the Owner to disclose any adverse material facts known to the Owner.
27

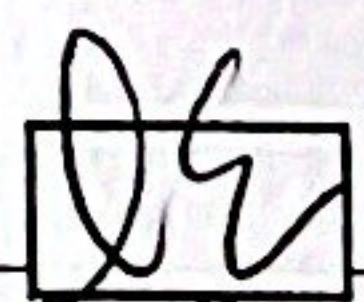
28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between**
30 **Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to**
31 **obtain.**
32

33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If
34 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.
35

- 36 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
37 Freezer, Washer, Dryer)
38
39

- 40
41 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
42 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
43 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
44 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
45
46

_____/_____
Buyer's or Lessee's Initials

_____
Owner's Initials

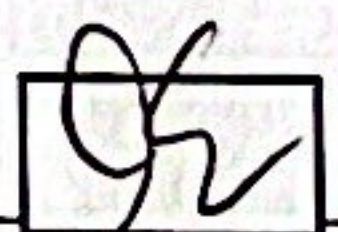
- 47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
 48 _____
 49 _____
 50 _____
- 51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 52 a. Faucets, fixtures, etc.
 53 _____
 54 _____
 55 _____
- 56 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 57 Tanks, and Cesspools)
 58 _____
 59 _____
 60 _____
- 61 c. Septic Systems permit in compliance with existing use of Property
 62 _____
 63 _____
 64 _____
- 65 Date Septic System was last pumped?
 66 _____
 67 _____
 68 _____
- 69 d. Public Sewer Systems (Clogging and Backing Up)
 70 _____
 71 _____
 72 _____
- 73 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 74 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 75 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____
 76 _____
 77 _____
 78 _____
- 79 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 80 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 81 _____
 82 _____
 83 _____
- 84 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 85 _____
 86 _____
 87 _____
- 88 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 89 Screens, Slabs, Driveways, Sidewalks, Fences)
 90 _____
 91 _____
 92 _____
- 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 94 _____
 95 _____
 96 _____
- 97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 98 _____
 99 _____

 /
 Buyer's or Lessee's Initials

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 Owner's Initials

- 101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 102 _____
 103 _____
 104 _____
 105 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 106 _____
 107 _____
 108 _____
 109 a. Private well
 110 _____
 111 _____
 112 _____
 113 b. Public or community water systems
 114 _____
 115 _____
 116 _____
 117 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 118 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 119 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 120 _____
 121 _____
 122 _____
 123 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or
 124 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
 125 _____
 126 _____
 127 _____
 128 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
 129 Disputes Concerning Access)
 130 _____
 131 _____
 132 _____
 133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 134 _____
 135 _____
 136 _____
 137 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 138 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
 139 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
 140 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
 141 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
 142 Disclosure Notice" and provide any documents or other information that may be required under Montana law
 143 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
 144 Property from smoke from the use of Methamphetamine.
 145 _____
 146 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
 147 represents that to the best of Owner's knowledge the Property has has not been tested for radon gas
 148 and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the
 149 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
 150 evidence of mitigation or treatment.
 151 _____
 152 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 153 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 154 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 155 and records concerning that knowledge.

/
 Buyer's or Lessee's Initials

 /
 Owner's Initials

156 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
157 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
158 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
159 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
160 be required under Montana law concerning such testing, treatment or mitigation.
161

162 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
163 **details below.**

- 164 1. Asbestos.
165 2. Noxious weeds.
166 3. Pests, rodents.
167 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
168 treated, attach documentation.)
169 5. Common walls, fences and driveways that may have any effect on the Property.
170 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
171 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
172 HOA and HOA architectural committee permission.
173 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
174 codes.
175 9. Health department or other governmental licensing, compliance or issues.
176 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
177 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
178 conducted by Seller in or around any natural bodies of water.
179 12. Settling, slippage, sliding or other soil problems.
180 13. Flooding, draining, grading problems, or French drains.
181 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
182 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
183 smell, noise or other pollution.
184 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
185 17. Neighborhood noise problems or other nuisances.
186 18. Violations of deed restrictions, restrictive covenants or other such obligations.
187 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
188 20. Zoning, Historic District or land use change planned or being considered by the city or county.
189 21. Street or utility improvement planned that may affect or be assessed against the Property.
190 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
191 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
192 24. "Common area" problems.
193 25. Tenant problems, defaults or other tenant issues.
194 26. Notices of abatement or citations against the Property.
195 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
196 Property.
197 28. Airport affected area.
198 29. Pet damage
199 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
200 or reservations.
201 31. Other matters as set forth below.
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203 Additional details:

204 SPRINKLERS WERE TURNED OFF 5 YRS AGO. COULD NOT FIND
205 A LAWN SERVICE TO FIX THEM.
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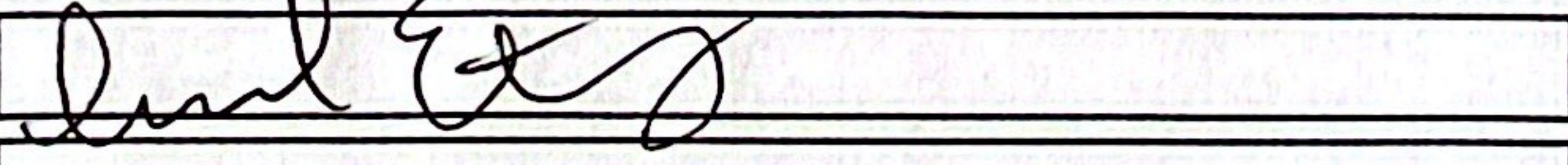
/
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2021
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Owner's Initials

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249 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge
250 and belief as of the date signed by Owner.

251 Owner  Date 8.18.24
252
253 Owner _____ Date _____
254

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 45 Wineglass Loop North, Livingston, MT 59047

Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the Property that are known to the Owner. **The disclosure statement does not provide any representations or warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material fact concerning a particular feature, fixture or element imply that the same is free of defects.**

Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall condition of the Property in lieu of other inspections, reports or advice.**

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

[Signature/Date line 1]

Buyer's/Lessee's Signature Date

[Signature/Date line 2]

Buyer's/Lessee's Signature Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.