

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



1 The undersigned Owner, having entered into a listing with U C Western Montana Group LLC
2 as Broker, dated 05/27/2016, and involving certain real property located at
3 NHN Donlan Flats Rd St. Regis MT 59866, in the
4 City of St. Regis, County of Mineral, Montana, which real property is
5 legally described as
6 **GREEN MTN CLARK FORK TRACTS, S08, T18 N, R26 W, Lot 046,**
7 **GREEN MTN CLARK FORK TRACTS, S08, T18 N, R26 W, Lot 047,**
8 **GREEN MTN CLARK FORK TRACTS, S08, T18 N, R26 W, Lot 048**
9 (the Property). Owner executes this Disclosure Statement, in order to assist the Broker in disclosing all
10 adverse material facts which concern the Property to prospective purchasers. Montana law defines an
11 adverse material fact as a fact that should be recognized as being of enough significance as to affect a
12 person's decision to enter into a contract to buy or sell real property and may be a fact that materially
13 affects the value of the Property, that affects the structural integrity of the Property, or that presents a
14 documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

15
16
17
18 ☐ Owner has never occupied the Property.
19 ☒ Owner has not occupied the Property since 11/01/15 (date)

20
21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto
22 based on any adverse material facts known to the Owner. Owner hereby authorizes the Broker to provide
23 a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the
24 Property. Owner further agrees to indemnify and hold the Broker harmless from all claims for damages
25 based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to
26 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
29 the above date. **It is not a warranty or representation of any kind by the owner, the broker or the**
30 **salespersons and it is not a contract between owner and buyer. This disclosure statement is not a**
31 **substitute for any inspections the buyer may wish to obtain.**

32
33 Please describe any Adverse Material Facts concerning the items listed, or other components, fixtures or
34 matters. If space is inadequate, please attach additional sheets.

- 35
36 1. APPLIANCES: Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash
37 Compactor, Freezer, Washer, Dryer
38
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: Water Softener, Water Conditioners, Exhaust Fans, Central
41 Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms,
42 Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and
43 internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates
44
45
46
47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
48
49

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

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- 105 13. POOLS, OUTDOOR LIVING, ANCILARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater,
106 Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground
107 Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn,
108 Carport) _____
109 _____
- 110 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing
111 or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
112 _____
113 _____
114 _____
- 115 15. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements
116 and Legal Disputes Concerning Access)
117 _____
118 _____
119 _____
- 120 16. HAZARD INSURANCE/DAMAGES/CLAIMS: _____
121 _____
122 _____
- 123 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of
124 Owner's knowledge that the Property ☐ has ☐ has not been used as a clandestine Methamphetamine
125 drug lab. If the Property has been used as a clandestine Methamphetamine drug lab, attached are any
126 documents concerning the use of the Property as a clandestine Methamphetamine drug lab.
127 _____
- 128 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act,
129 Owner represents that to the best of Owner's knowledge the Property ☐ has ☐ has not been tested for
130 radon gas and/or radon progeny and the Property ☐ has ☐ has not received mitigation or treatment for
131 the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test
132 results along with any evidence of mitigation or treatment.
133 _____
- 134 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year
135 1978, Owner ☐ has ☐ has no knowledge of lead-based paint and/or lead-based paint hazards on the
136 Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the
137 Property, attached are all pertinent reports and records concerning that knowledge.
138 _____
- 139 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the
140 Owner represents to the best of Owner's knowledge that the Property ☐ has ☐ has not been tested for
141 mold and that the Property ☐ has ☐ has not received mitigation or treatment for mold. If the Property
142 has been tested for mold or has received mitigation or treatment for mold, attached are any documents
143 or other information that may be required under Montana law concerning such testing, treatment or
144 mitigation.
145 _____
- 146 **If any of the following items or conditions exist relative to the Property, please check the box and**
147 **provide details below:**
- 148 1. ☐ Asbestos.
149 2. ☐ Noxious weeds.
150 3. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If property has been tested
151 or treated, attach documentation.)
152 4. ☐ Common walls, fences and driveways that may have any effect on the subject property.
153 5. ☐ Encroachments, easements, or similar matters that may affect your interest in the subject property.
154 6. ☐ Room additions, structural modifications, or other alterations or repairs made without necessary
155 permits or HOA and HOA architectural committee permission.
156 7. ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with
157 building codes.
158 8. ☐ Health department or other governmental licensing, compliance or issues.
159 9. ☐ Landfill (compacted or otherwise) on the property or any portion thereof.

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214
215
216 **BUYER'S ACKNOWLEDGEMENT**

217 Subject Property Address: NHN Donlan Flats Rd
218 St. Regis MT 59866
219

220 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts
221 concerning the Property that are known to the owner. **The disclosure statement does not provide any**
222 **representations or warranties concerning the Property, nor does the fact this disclosure statement**
223 **fails to note an adverse material fact concerning a particular feature, fixture or element imply that**
224 **the same is free of defects.**
225

226 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide
227 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice,
228 inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)'**
229 **determination of the overall condition of the Property in lieu of other inspections, reports or advice.**
230

231 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.
232

233 Buyer/Lessee _____ Date _____
234

235
236 Buyer/Lessee _____ 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 a holiday can be performed on the next business day.