## MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



Property: 125 lot Springs Road, Hot Springs , MT 59845         Seller Agent: Kate Sousa         Concerning adverse material facts, Montana law provides that a seller agent is obligated to:         •       disclose to a buyer or the buyer agent any adverse material facts that concern the property and that ar known to the seller agent, except that the seller agent is not required to inspect the property or verify an statements made by the seller; and         •       disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity or information regarding adverse material facts that concern the property.         The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has be completed and signed by the Seller(s) as required by Montana law. Regardless of what the Seller(s) has/ha         provided Seller Agent as set forth in the Owner's Property Disclosure Statement, except as set forth below, the Seller Agent has no personal knowledge:         (i)       about adverse material facts that concern the Property or         (ii)       about adverse material facts that concern the Property and that are known to the Seller Agent, if ar is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made the Seller(s). super(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property any advice, inspections or defects.         Seller Agent Signature:       10142023         Seller Agent Signature:       10142023         Seller Agent Signature:       10142023	1 2	Date: October 13, 2023
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42 43 Buyer Agent Signature:		
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		Dated:

## © 2023 Montana Association of REALTORS® Property Disclosure Statement, September 2023

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

, workana, which real property is regainly described as.				
S03, T21 N, R24 W, C.O.S. 375, ACRES 24, TRACT B NE4SE4				
(have often the "Dressent"). Ourses are subscribed this Displacence Otatement to displace to presentive however, all adverse				
(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property. Montana law defines an adverse material fact as a condition, malfunction or problem that would have a materially adverse effect on the monetary value of real property, that affects the structural integrity of any improvements located on the real property, or that presents a documented health risk to prove the real property of the real property of the real property.				
occupants of the real property or would impair the health or safety of future occupants of the real property.				
OWNER'S DISCLOSURE				
Owner has never occupied the Property.				
Owner has not occupied the Property since (date).				
Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse				
material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to				
investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.				
the Property, has no greater knowledge than what could be obtained by the buyer's careful inspection.				
This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized				
representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner				
and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain				
The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to				
closing on the purchase of the Property.				
This Disclosure Otetement must be previded as later then contempore south with the eventtion of a real estate				
This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of				
the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay				
Buyer may withdraw or rescind any contract to purchase the Property without penalty.				
The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based or				
any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any				
person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify				
and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property				
harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the				
failure of the Owner to disclose any adverse material facts known to the Owner.				
This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized				
representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement				
that are based on information the Seller obtained from a reliable third-party, including a local governing agency.				
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Corder and Associates, LLC, 140 Bear Ridge Tr Somers MT 59932 Phone: 4063701490 Fax: Kate Sousa

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Ple	ease describe any adverse material facts concerning the items listed, or other components, fixtures or matters.						
1.	APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor Freezer, Washer, Dryer)						
2.	COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Centra System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Con Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Ala Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)						
3.	ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads, or lack of utility connections)						
4.	PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets) a. Faucets, fixtures, etc.						
	b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, and Cesspools)						
	c. Septic Systems permit in compliance with existing use of Property						
	Date Septic System was last pumped?						
	d. Public Sewer Systems (Clogging and Backing Up)						
5.	HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks, Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)						
6.	ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)						
7.	INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)						
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Buyer's or Lessee's Initials

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**Owner's Initials** 

	OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)
9.	BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
10.	FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
11.	ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
12.	WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
	a. Private well
	b. Public or community water systems
13.	POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
14.	NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:
15.	ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a required permit)
16.	ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's ability to transfer the Property):

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	<b>Owner's Initials</b>	

154 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the 155 immediate area:

5 6		imme	ediate area:			
7 3 9 0	18.	HAZ	ARD INSURANCE/DAMAGES/CLAIMS (past and present):			
1 2 3	19.		HAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner			
4 5 7 8 9 0 1		Used Meth Discl	Adedge that the Property $\Box$ has <b>i</b> has not been used as a clandestine Methamphetamine drug lab an has <b>i</b> has not been contaminated from smoke from the use of Methamphetamine. If the Property has bee as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of amphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamin osure Notice" and provide any documents or other information that may be required under Montana law erning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the erty from smoke from the use of Methamphetamine.			
	20.	repre and/o Prop	ON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owners that to the best of Owner's knowledge the Property  has  has not been tested for radon gas and/or radon progeny, attached are any test results along with an ence of mitigation or treatment.			
	21.	□ <b>h</b> know	D-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner <b>has IX</b> has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner have redge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent report records concerning that knowledge.			
	22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner represents to the best of Owner's knowledge that the Property  has  has not been tested for mold and that the Property has has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold, attached are any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.					
	23.		ER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel on nical storage tanks, asbestos, or contaminated soil or water:			
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		-	the following items or conditions exist relative to the Property, please check the box and provide elow.			
5	uet		Asbestos.			
7			Noxious weeds.			
3			] Pests, rodents.			
9			Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested of			
5		• •	treated, attach documentation.)			
1		<b>5</b> . 🗆	Common walls, fences and driveways that may have any effect on the Property.			
2			Encroachments, easements, or similar matters that may affect your interest in the Property.			
3		7. 🗆	Room additions, structural modifications, or other alterations or repairs made without necessary permits of			
1			HOA and HOA architectural committee permission.			
5		8. 🗆	Room additions, structural modifications, or other alterations or repairs not in compliance with buildin			
3			codes.			
,		9. 🗆	Health department or other governmental licensing, compliance or issues.			

Buyer's or Lessee's Initials

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208	10.		Landfill (compacted or otherwise) on the Property or any portion thereof.
209	11.		Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
210			conducted by Seller in or around any natural bodies of water.
211	12.		Settling, slippage, sliding or other soil problems.
212	13.		Flooding, draining, grading problems, or French drains.
213	14.		Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
214	15.		Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
215			smell, noise or other pollution.
216	16.		Hazardous or Environmental Waste: Underground storage tanks or sump pits.
217			Neighborhood noise problems or other nuisances.
218			Violations of deed restrictions, restrictive covenants or other such obligations.
219	19.		Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
220			Zoning, Historic District or land use change planned or being considered by the city or county.
221			Street or utility improvement planned that may affect or be assessed against the Property.
222			Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
223			Proposed increase in the tax assessment value or homeowner's association dues for the Property.
224			"Common area" problems.
225			Tenant problems, defaults or other tenant issues.
226			Notices of abatement or citations against the Property.
227			Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
228			Property.
229	28.		Airport affected area.
230			Pet damage
231			Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
232	00.		or reservations.
233	31		Other matters as set forth below including environmental issues, structural system issues, mechanical
234	01.		issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
235			concerning the Property.
			concerning are report.
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292	Owner certifies that the information h	nerein is true, correct and complete to	the best of the Owner's knowledge
293	and belief as of the date signed by Ov	wner.	· · ·
294			
295	Owner <i>Michaela Paamis</i>	10/14/2023	Date
296	Mi₀chele₃Loomis		
297	Owner		Date

298	BUYER'S ACKNOWLEDGEMENT					
299						
300	Subject Property Address: 125 Hot Springs Road. Hot Springs, Montana 59	845				
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302 303						
303 304	Buyer(s) understand that the foregoing disclosure statement sets forth any adverse	matorial facts concorning the				
304		•				
306	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					
307	material fact concerning a particular feature, fixture or element imply that the same is free of defects.					
308						
309	Buyer further understand that the Owner is not obligated to investigate the Property	in preparing this Disclosure				
310	Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than					
311	what could be obtained by the Buyer's careful inspection.	5				
312						
313	Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the	Property and to provide for				
314	appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.					
315	Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall					
316	condition of the Property in lieu of other inspections, reports or advice.					
317						
318	I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.					
319						
320	Dun verie // eccessio Signature	Data				
321 322	Buyer's/Lessee's Signature	Date				
323	Buyer's/Lessee's Signature	Date				
323 324	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 Montana or federal holidays.

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