

**MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT**



Date: 04/29/2024

Property: 5275 Riverview Drive, Helena, MT 59602

Seller(s): Nick K Wilder

Seller Agent: Deb Whitcomb and Ann Snortland

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 are known to the seller agent, except that the seller agent is not required to inspect the property or verify any 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 of 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 been completed and signed by the Seller(s) as required by Montana law. Regardless of what the Seller(s) has/have 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) regarding the veracity (accuracy) of any information regarding adverse material facts that concern the Property

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

Seller Agent Signature:

Deb Whitcomb

Dated:

4-30-24

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

Buyer Agent:

Buyer Agent Signature:

Dated:

Buyer Signature:

Dated:

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



Date: 04/29/2024

The undersigned Owner is the owner of certain real property located at 5275 Riverview Drive
in the City of Helena
County of Lewis and Clark County, Montana, which real property is legally described as:
S22, T11 N, R02 W, N2NESE

(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 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.

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 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 on 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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Owner's Initials

Please 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)

MAYTAG FRIDGE ICE MAKER FAULTY
WILL BE REPAIRED

2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire 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?

2022 SUMMER

- 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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8. 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)
- NEW PUMP AND UPGRADED PIPE SYTEM MAY
NOW PVC WITH STAINLESS STEEL FITTINGS/CONNECTORS 2022*
- 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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17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the immediate area:
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18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
-
19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab and ☐ has ☒ has not been contaminated from smoke from the use of Methamphetamine. If the Property has been used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the use of Methamphetamine.
20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment.
21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and 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. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:
-

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

1. ☐ Asbestos.
2. ☒ Noxious weeds.
3. ☐ Pests, rodents.
4. ☒ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or treated, attach documentation.)
5. ☐ Common walls, fences and driveways that may have any effect on the Property.
6. ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
7. ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or HOA and HOA architectural committee permission.
8. ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.
9. ☐ Health department or other governmental licensing, compliance or issues.

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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 17. ☐ Neighborhood noise problems or other nuisances.
- 218 18. ☐ 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 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
- 221 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
- 222 22. ☒ Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 223 23. ☐ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 224 24. ☐ "Common area" problems.
- 225 25. ☐ Tenant problems, defaults or other tenant issues.
- 226 26. ☐ Notices of abatement or citations against the Property.
- 227 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 228 Property.
- 229 28. ☐ Airport affected area.
- 230 29. ☐ Pet damage
- 231 30. ☐ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 232 or reservations.
- 233 31. ☐ Other matters as set forth below including environmental issues, structural system issues, mechanical
- 234 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 235 concerning the Property.
- 236

237 Additional details:

2022

238 DETECTED A FEW TERMITES - CALLED ORKIN IMMEDIATELY

239 WHOLE PROPERTY WAS INSTALLED TO THEIR

240 CODE

241 10 YEAR CONTRACT SIGNED WITH ORKAN

242 WE PRE-PAID 10 YEARS.

243 GETS INSPECTED EVERY YEAR - CONTRACT TRANSFERS

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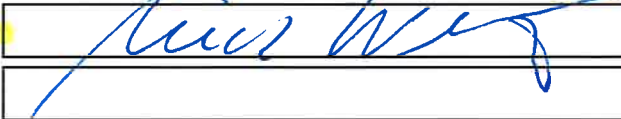
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Owner's Initials

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

Owner



Date

4-30-24

Owner

Date


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298 **BUYER'S ACKNOWLEDGEMENT**

299
300 Subject Property Address: 5275 Riverview Drive, Helena, MT 59602
301 _____
302 _____
303 _____

304 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
305 Property that are known to the Owner. **The disclosure statement does not provide any representations or**
306 **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.
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
321 Buyer's/Lessee's Signature

Date

322
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.