

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 06/12/2023
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 3 Property: 26 Dalesview Road Three Forks MT 59752
 4 Seller(s): Jeanette McCown
 5 Seller Agent: Cortney Andersen
 6

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


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- 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

22 None Known
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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
 35 Seller Agent Signature: 
 36 Cortney Andersen

37 Dated: 06/20/2023
 38

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

40
 41 Buyer Agent: _____
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43 Buyer Agent Signature: _____
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45 Dated: _____
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47 Buyer Signature: _____
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49 Dated: _____

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



1 Date: 06/12/2023

2
3 The undersigned Owner is the owner of certain real property located at _____
4 26 Dalesview Road, in the City of Three Forks,
5 County of Broadwater, Montana, which real property is legally described as:

6 **HILLTOP VISTA SUB, S28, T03 N, R01 E, LOT 1C, ACRES 37.82, COS 1-967**

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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.

OWNER'S DISCLOSURE

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18 Owner has never occupied the Property.
19 Owner has not occupied the Property since November 14, 2021 (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.

34
35 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
36 Freezer, Washer, Dryer)


37 None

38
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
41 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
42 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
43 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

44 Land Phone Line Not Used Since Approximately 2014.
45

_____/_____
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, October 2021
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 / _____
Owner's Initials

46 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

47 Electric Rough In Only in the Horse Barn, the Large Livestock Loafing Sheds, and the 2-Door Exterior Garage.

48
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50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

51 a. Faucets, fixtures, etc.

52 The Shower in the Shop Bathroom is Unfinished. The Water in the Interior of the Horse Barn Is Unfinished.

53
54

55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
56 Tanks, and Cesspools)

57 None

58
59

60 c. Septic Systems permit in compliance with existing use of Property

61 Yes

62
63

64 Date Septic System was last pumped?

65 Seller Agrees to Pump Septic Holding Tank.

66
67

68 d. Public Sewer Systems (Clogging and Backing Up)

69 N/A

70
71

72 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
73 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
74 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____

75 The Propane Line to the Horse Barn Roughed In. The Horse Barn has a Buried 1000 Gallon Propane Tank, with 80% Full.

76
77

78 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
79 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

80 Wood Stove New Install in Apartment.

81
82

83 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

84 Superior Quality SIP Panel Construction, Shop/Apartment and the Horse Barn.

85
86

87 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
88 Screens, Slabs, Driveways, Sidewalks, Fences)

89 The Window Screens and OH Garage Door/Window Seals Need Replaced, Buyer Responsibly.

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92 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)

93 OH Door Seals Need Replaced, Buyer Responsibility.


94
95

96 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)

97 None

98

_____/_____
Buyer's or Lessee's Initials

 _____ / _____
Owner's Initials

99 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

100 None

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103 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

104 Refer to Install Well Log.

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107 a. Private well

108 Yes

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111 b. Public or community water systems

112 N/A

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115 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
116 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
117 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)

118 Lower Exterior Shop Deck Wired / Recessed for a Hot Tub Install.

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121 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or
122 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

123 None

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126 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
127 Disputes Concerning Access)

128 None

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131 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):


132 None

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135 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
136 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
137 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
138 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
139 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
140 Disclosure Notice" and provide any documents or other information that may be required under Montana law
141 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
142 Property from smoke from the use of Methamphetamine.

143
144 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
145 represents that to the best of Owner's knowledge the Property has has not been tested for radon gas
146 and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the
147 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
148 evidence of mitigation or treatment.

149
150 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
151 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
152 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
153 and records concerning that knowledge.

_____/_____
Buyer's or Lessee's Initials

 / _____
Owner's Initials

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

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

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

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201 Additional details:

202 None
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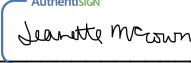
JM

Owner's Initials

_____/_____
Buyer's or Lessee'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.

257
 258
 259  **Jeanette McCown** Date 06/21/2023
 260 Owner _____ Date _____

261
 262 Owner _____ Date _____

_____/_____
 Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 26 Dalesview Road Three Forks MT 59752
HILLTOP VISTA SUB, S28, T03 N, R01 E, LOT 1C, ACRES 37.82, COS 1-967

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.

Buyer's/Lessee's Signature Date

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.