

# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: January 29, 2024

2  
3 Property: 2511 34TH ST SE, HAVRE, MT 59501

4 Seller(s): ANGELA CHILDS (MOFFITT)

5 Seller Agent: KAITLYN LYDERS

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) as required by Montana law. Regardless of what the Seller(s) has/have  
17 provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below**, the  
18 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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28  
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: *Kaitlyn Lyders*  
36 **KAITLYN LYDERS**

37 Dated: 01/30/24

38  
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40 Buyer Agent: \_\_\_\_\_

41 Buyer Agent Signature: \_\_\_\_\_

42 Dated: \_\_\_\_\_

43 Buyer Signature: \_\_\_\_\_

44 Dated: \_\_\_\_\_

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



1 Date: January 29, 2024

2  
3 The undersigned Owner is the owner of certain real property located at 2511 34TH ST SE  
4 \_\_\_\_\_, in the City of HAVRE,  
5 County of HILL, Montana, which real property is legally described as:  
6 SADDLE BUTTE ESTATES 2ND ADDN, S22, T32 N, R16 E, BLOCK 001, Lot 004, 450098; SADDLE  
7 BUTTE ESTATES 2ND ADDN, S22, T32 N, R16 E, BLOCK 001, Lot 005; SADDLE BUTTE ESTATES 2ND  
8 ADDN, S22, T32 N, R16 E, BLOCK 001, Lot 006, 450098; HULETT-TAIT MINOR SUBDIVISION,  
9 S21, T32 N, R16 E, AMENDED PLAT OF LOT 2, LOT 5 COS #604313

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 condition, malfunction,  
12 or problem that would have a materially adverse effect on the monetary value of real property, that affects the  
13 structural integrity of any improvements located on the real property, or that presents a documented health risk to  
14 occupants of the real property or would impair the health or safety of future occupants of the real property.

### OWNER'S DISCLOSURE

- 15  
16  
17  
18  Owner has never occupied the Property.  
19  Owner has not occupied the Property since \_\_\_\_\_ (date).

20  
21 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse  
22 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to  
23 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned  
24 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

25  
26 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**  
27 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**  
28 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**  
29 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to  
30 closing on the purchase of the Property.

31  
32 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate  
33 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of  
34 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay  
35 Buyer may withdraw or rescind any contract to purchase the Property without penalty.

36  
37 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on  
38 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any  
39 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify  
40 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,  
41 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the  
42 failure of the Owner to disclose any adverse material facts known to the Owner.

43  
44 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized  
45 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement  
46 that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

\_\_\_\_\_  
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47 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

48

49 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,  
50 Freezer, Washer, Dryer)

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52

53

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

58

59

60

61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and  
62 Overloads, or lack of utility connections)

63

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65

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

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

73

74

75

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

77

78

79

80 Date Septic System was last pumped?

81

June 9, 2023

82

83

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

85

86

87

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

91

92

93

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

96

97

98

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

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- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 103 Screens, Slabs, Driveways, Sidewalks, Fences)  
 104 \_\_\_\_\_  
 105 \_\_\_\_\_  
 106 \_\_\_\_\_
- 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)  
 108 \_\_\_\_\_  
 109 \_\_\_\_\_  
 110 \_\_\_\_\_
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 112 \_\_\_\_\_  
 113 \_\_\_\_\_  
 114 \_\_\_\_\_
- 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
 116 \_\_\_\_\_  
 117 \_\_\_\_\_  
 118 \_\_\_\_\_
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
 120 \_\_\_\_\_  
 121 \_\_\_\_\_  
 122 \_\_\_\_\_
- 123 a. Private well  
 124 \_\_\_\_\_  
 125 \_\_\_\_\_  
 126 \_\_\_\_\_
- 127 b. Public or community water systems  
 128 \_\_\_\_\_  
 129 \_\_\_\_\_  
 130 \_\_\_\_\_
- 131 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,  
 132 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems  
 133 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)  
 134 \_\_\_\_\_  
 135 \_\_\_\_\_  
 136 \_\_\_\_\_
- 137 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in  
 138 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,  
 139 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate  
 140 area:  
 141 \_\_\_\_\_  
 142 \_\_\_\_\_  
 143 \_\_\_\_\_
- 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a  
 145 required permit) \_\_\_\_\_  
 146 \_\_\_\_\_  
 147 \_\_\_\_\_
- 148 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private  
 149 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or  
 150 the Seller's ability to transfer the Property):  
 151 \_\_\_\_\_  
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154 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the  
155 immediate area:

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157 \_\_\_\_\_

158  
159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

160 \_\_\_\_\_  
161 \_\_\_\_\_

162  
163 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's  
164 knowledge that the Property  has  has not been used as a clandestine Methamphetamine drug lab and  
165  has  has not been contaminated from smoke from the use of Methamphetamine. If the Property has been  
166 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of  
167 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine  
168 Disclosure Notice" and provide any documents or other information that may be required under Montana law  
169 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the  
170 Property from smoke from the use of Methamphetamine.

171  
172 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner  
173 represents that to the best of Owner's knowledge the Property  has  has not been tested for radon gas  
174 and/or radon progeny and the Property  has  has not received mitigation or treatment for the same. If the  
175 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any  
176 evidence of mitigation or treatment.

177  
178 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner  
179  has  has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has  
180 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports  
181 and records concerning that knowledge.

182  
183 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner  
184 represents to the best of Owner's knowledge that the Property  has  has not been tested for mold and that  
185 the Property  has  has not received mitigation or treatment for mold. If the Property has been tested for  
186 mold or has received mitigation or treatment for mold, attached are any documents or other information that may  
187 be required under Montana law concerning such testing, treatment or mitigation.

188  
189 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or  
190 chemical storage tanks, asbestos, or contaminated soil or water:

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192 \_\_\_\_\_

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

- 196 1.  Asbestos.
- 197 2.  Noxious weeds.
- 198 3.  Pests, rodents.
- 199 4.  Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or  
200 treated, attach documentation.)
- 201 5.  Common walls, fences and driveways that may have any effect on the Property.
- 202 6.  Encroachments, easements, or similar matters that may affect your interest in the Property.
- 203 7.  Room additions, structural modifications, or other alterations or repairs made without necessary permits or  
204 HOA and HOA architectural committee permission.
- 205 8.  Room additions, structural modifications, or other alterations or repairs not in compliance with building  
206 codes.
- 207 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.
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237 Additional details:

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Owner's Initials

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291  
292 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge  
293 and belief as of the date signed by Owner.

294  
 295 Owner    Date 01/30/24  
 296 **ANGELA CHILDS (MOFFITT)**  
 297 Owner \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Buyer's or Lessee's Initials

**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: 2511 34TH ST. SE, HAVRE, MT 59501  
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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 further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure Statement and that 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.

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.