

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



1 The undersigned Owner, having entered into a listing with Preferred Property Brokers  
2 as Broker, dated December 7, 2016, and involving certain real property located at  
3 0 Clough Ave (WAG. LAND) Shop Add, in the  
4 City of Columbus, County of Stillwater, Montana, which real property is  
5 legally described as Park Add, S27, T02, S, R20 E, Block 3, Lot1. Hunter Add, LTS  
6 1-3, Blk 3.

7  
8  
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.

15  
16 **OWNER'S DISCLOSURE**

- 17  
18  Owner has never occupied the Property.  
19  Owner has not occupied the Property since \_\_\_\_\_ (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 na  
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 None  
45  
46  
47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads) \_\_\_\_\_  
48 None  
49

Buyer's or Lessee's Initials \_\_\_\_\_  
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Owner's Property Disclosure Statement, March 2015  
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Owner's Initials



- 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
- 51 a. Faucets, fixtures, etc. None
- 52
- 53
- 54
- 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic
- 56 Tanks, Holding Tanks, and Cesspools) None
- 57
- 58
- 59 c. Septic Systems permit in compliance with existing use of Property None, NA
- 60
- 61
- 62 Date Septic System was last pumped? \_\_\_\_\_
- 63
- 64 d. Public Sewer Systems (Clogging and Backing Up) NA
- 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 NA - NO
- 72 PER SEWER - ONE OF THE "ZONES" SERVICED BY WASTE OIL BOILER
- 73 IS NOT WORKING.
- 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 None
- 78
- 79
- 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation) \_\_\_\_\_
- 81 use oil
- 82 None
- 83
- 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors,
- 85 Window Screens, Slabs, Driveways, Sidewalks, Fences) None
- 86
- 87
- 88
- 89 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks) NA.
- 90
- 91
- 92
- 93 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking) None
- 94
- 95
- 96
- 97 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition) Unknown
- 98
- 99
- 100
- 101 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells) \_\_\_\_\_
- 102 None
- 103 a. Private well \_\_\_\_\_
- 104 b. Public or community water systems X

2/24/17  
AA



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) na

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 Proximity to Train and air station  
113 stillata mine remediation Prevents Superfund Areas  
114 1/4 mile

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 None

120 16. HAZARD INSURANCE/DAMAGES/CLAIMS: unknown

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.

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.

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.

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.

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.



- 160 10.  Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 161 11.  Settling, slippage, sliding or other soil problems.
- 162 12.  Flooding, draining, grading problems, or French drains.
- 163 13.  Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.
- 164 14.  Waste dump or disposal or landfill or commercial use in the vicinity of the property which causes
- 165 smoke, smell, noise or other pollution.
- 166 15.  Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 167 16.  Neighborhood noise problems or other nuisances.
- 168 17.  Violations of deed restrictions, restrictive covenants or other such obligations.
- 169 18.  Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements,
- 170 etc.
- 171 19.  Zoning, Historic District or land use change planned or being considered by the city or county.
- 172 20.  Street or utility improvement planned that may affect or be assessed against the Property.
- 173 21.  Property Owner's association obligations (dues, lawsuits, etc.). \_\_\_\_\_
- 174 22.  Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 175 23.  "Common area" problems.
- 176 24.  Tenant problems, defaults or other tenant issues.
- 177 25.  Notices of abatement or citations against the Property.
- 178 26.  Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening
- 179 the Property.
- 180 27.  Airport affected area.
- 181 28.  Pet damage: \_\_\_\_\_
- 182 29.  Property leases, crop share agreements, mineral leases or reservations.
- 183 30.  Other matters: \_\_\_\_\_
- 184 \_\_\_\_\_
- 185 \_\_\_\_\_

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

189  
 190 Owner Joe Hucke Date 1-20  
 191 Joe Hucke

192  
 193 Owner \_\_\_\_\_ Date \_\_\_\_\_

194  
 195  
 196 **Please note the following changes to the foregoing disclosure:** \_\_\_\_\_

197 \_\_\_\_\_  
 198 \_\_\_\_\_  
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209  
 210 Owner \_\_\_\_\_ Date \_\_\_\_\_

211  
 212  
 213 Owner \_\_\_\_\_ Date \_\_\_\_\_

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

BUYER'S ACKNOWLEDGEMENT

214

215

216 Subject Property Address: "0" CLOUGH AVE.; PARK ADD 527 TO 2 S,  
217 R20 E, BLOCK 3, LOT 1. HUNTER ADD, LTS 1-3, B1K3.  
218  
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.