

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



1 The undersigned Owner is the owner of certain real property located at 26 Aspen Lane
2 Heron, in the City of Heron,
3 County of Sanders, Montana, which real property is legally described as
4 _____
5 _____
6 _____
7 _____

8 (the Property). Owner executes this Disclosure Statement to disclose to prospective purchasers all adverse
9 material facts which concern the Property. Montana law defines an adverse material fact as a fact that
10 should be recognized as being of enough significance as to affect a person's decision to enter into a
11 contract to buy or sell real property and may be a fact that materially affects the value of the Property, that
12 affects the structural integrity of the Property, or that presents a documented health risk to occupants of the
13 Property.

14
15 **OWNER'S DISCLOSURE**

16
17 Owner has never occupied the Property.
18 Owner has not occupied the Property since 10/7/17 (date)
19

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

27
28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as
29 of the above date. **It is not a warranty or representation of any kind by the Owner and it is not a**
30 **contract between Owner and buyer. This disclosure statement is not a substitute for any**
31 **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 use the attached Addendum to Owner's Property Disclosure
35 Statement.
36

- 37 1. APPLIANCES: Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash
38 Compactor, Freezer, Washer, Dryer
39 _____
40 _____
41
- 42 2. COMPONENTS and BUILT-IN SYSTEMS: Water Softener, Water Conditioners, Exhaust Fans, Central
43 Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms,
44 Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and
45 internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates
46 _____
47 _____
48
- 49 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
50 short on line to woodshop
51 _____

Buyer's or Lessee's Initials

©2017 Montana Association of REALTORS®
Owner's Property Disclosure Statement, March 2017

Page 1 of 5

Owner's Initials

- 52 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 53 a. Faucets, fixtures, etc.
 54 _____
 55 _____
 56 _____
 57 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic
 58 Tanks, Holding Tanks, and Cesspools)
 59 _____
 60 _____
 61 _____
 62 c. Septic Systems permit in compliance with existing use of Property
 63 _____
 64 _____
 65 _____
 66 Date Septic System was last pumped?
 67 9/17
 68 _____
 69 _____
 70 d. Public Sewer Systems (Clogging and Backing Up)
 71 _____
 72 _____
 73 _____
 74 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces,
 75 Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems,
 76 Gas Leaks, thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
 77 _____
 78 _____
 79 _____
 80 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality
 81 Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 82 _____
 83 _____
 84 _____
 85 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 86 _____
 87 _____
 88 _____
 89 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors,
 90 Window Screens, Slabs, Driveways, Sidewalks, Fences)
 91 a couple of screens are missing
 92 _____
 93 _____
 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 95 sump pumps under dormer
 96 _____
 97 _____
 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 99 _____
 100 _____
 101 _____
 102 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 103 _____
 104 _____

 Buyer's or Lessee's Initials

©2017 Montana Association of REALTORS®
 Owner's Property Disclosure Statement, March 2017

Page 2 of 5

 Owner's Initials

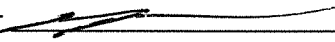

- 105 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 106 _____
 107 _____
 108 _____
 109 a. Private well
 110 _____
 111 _____
 112 _____
 113 b. Public or community water systems
 114 _____
 115 _____
 116 _____
 117 13. POOLS, OUTDOOR LIVING, ANCILARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater,
 118 Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground
 119 Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn,
 120 Carport)
 121 _____
 122 _____
 123 _____
 124 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing
 125 or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
 126 _____
 127 _____
 128 _____
 129 15. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements
 130 and Legal Disputes Concerning Access)
 131 *adjacent property has an easement on Aspen Ln*
 132 _____
 133 _____
 134 16. HAZARD INSURANCE/DAMAGES/CLAIMS:
 135 _____
 136 _____
 137 _____
 138 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of
 139 Owner's knowledge that the Property has has not been used as a clandestine Methamphetamine
 140 drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Owner agrees to
 141 execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide
 142 any documents or other information that may be required under Montana law concerning the use of the
 143 Property as a clandestine Methamphetamine drug lab.
 144 _____
 145 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act,
 146 Owner represents that to the best of Owner's knowledge the Property has has not been tested for
 147 radon gas and/or radon progeny and the Property has has not received mitigation or treatment for
 148 the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test
 149 results along with any evidence of mitigation or treatment.
 150 _____
 151 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year
 152 1978, Owner has has no knowledge of lead-based paint and/or lead-based paint hazards on the
 153 Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the
 154 Property, attached are all pertinent reports and records concerning that knowledge.
 155 _____
 156 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the
 157 Owner represents to the best of Owner's knowledge that the Property has has not been tested for
 158 mold and that the Property has has not received mitigation or treatment for mold. If the Property
 159 has been tested for mold or has received mitigation or treatment for mold, attached are any documents
 160 or other information that may be required under Montana law concerning such testing, treatment or
 161 mitigation.

 Buyer's or Lessee's Initials

162 If any of the following items or conditions exist relative to the Property, please check the box and
163 provide details on the attached addendum.

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

201
202 Owner certifies that the information herein is true, correct and complete to the best of the Owner's
203 knowledge and belief as of the date signed by Owner.

204
205 Owner  Date 3-28-18
206
207
208 Owner  Date 3-28-18

Buyer's or Lessee's Initials

209 **Please note the following changes to the foregoing disclosure:** _____
210 _____
211 _____
212 _____
213 _____
214 _____
215 _____
216 _____
217 _____
218 _____
219 _____
220 _____
221 _____
222 _____

223 Owner _____ Date _____
224 _____
225 _____
226 Owner _____ Date _____
227 _____

228
229 **BUYER'S ACKNOWLEDGEMENT**

230 Subject Property Address: _____
231 **26 Aspen Lane**
232 _____
233 **Heron**
234 _____

235 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts
236 concerning the Property that are known to the owner. **The disclosure statement does not provide any**
237 **representations or warranties concerning the Property, nor does the fact this disclosure statement**
238 **fails to note an adverse material fact concerning a particular feature, fixture or element imply that**
239 **the same is free of defects.**

240
241 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide
242 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice,
243 inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)'**
244 **determination of the overall condition of the Property in lieu of other inspections, reports or advice.**

245
246 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

247
248 Buyer/Lessee _____ Date _____
249 _____
250 _____
251 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.



MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT

Property: 26 Aspen Lane Heron
Seller(s): Patrick and Michelle McKenna
Seller(s) Agent: Margie Stevens
Buyer(s) Agent:

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), if one has been made available to the Seller(s) Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller(s) Agent with a 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(s) Agent, if any, is set forth above. However, the Seller(s) 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: Margie Stevens

Dated: 02/20/2018

Buyer and Buyer's Agent acknowledge receipt of this Property Disclosure Statement Cover Sheet.

Buyer Agent Signature:

Dated:

Buyer Signature:

Dated:

MOLD DISCLOSURE

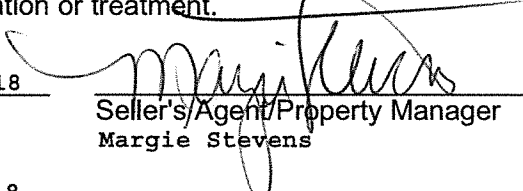



1 Property Address: 26 Aspen Lane

3 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be,
4 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth.
5 Information about controlling mold growth may be available from your county extension agent or health
6 department. Certain strains of mold may cause damage to property and may adversely affect the health of
7 susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain
8 strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some
9 experts contend that certain strains of mold may cause serious and even life-threatening diseases. However,
10 experts do not agree about the nature and extent of the health problems caused by mold or about the level of
11 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying
12 the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or
13 property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's
14 obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a
15 qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that
16 inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold
17 disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or
18 treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of
19 or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

20 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge
21 that the building or buildings on the property have mold present in them. This disclosure is made in recognition
22 that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus,
23 mildew or spores). The undersigned are not representing that a significant mold problem exists or does not
24 exist on the property, as such a determination may only be made by a qualified inspector.

25 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has
26 previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if
27 available) and evidence of any subsequent mitigation or treatment.

28	_____	02/20/18		3/29/18
29	Seller/Landlord	Date	Seller's Agent/Property Manager Margie Stevens	02/20/18 Date
31		02/20/18	_____	_____
32	Seller/Landlord	Date	Seller's Agent/Property Manager	Date

34 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge
35 receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment.
36 The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a
37 significant mold problem exists or does not exist on the property. They further acknowledge that the Seller,
38 Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this
39 Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

40 _____
41 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

43 _____
44 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as
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.

Mold Disclosure ©MONTANA ASSOCIATION OF REALTORS®, March 2006