



MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



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Property: 1174 Old Hwy US 2 N Troy MT 59935
Seller(s): James D. Emory & Janie F. Emory
Seller(s)' Agent: Jeannette Carr Smith/Mark Smith
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

\_\_\_\_\_
\_\_\_\_\_
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\_\_\_\_\_

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: Jeannette C Carr

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

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

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

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

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

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

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



1 The undersigned Owner is the owner of certain real property located at 1174 Old Hwy US 2 N  
2 Troy MT 59935, in the City of Troy,  
3 County of \_\_\_\_\_, Montana, which real property is legally described as  
4 S16, T33 N, R34 W, TR 1E 1N N2SW 23.552 ACRES  
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 \_\_\_\_\_ (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 New water heater 9/15, water softener serviced yearly, There are 2  
47 carbon monoxide detectors purchased 6/17  
48

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

50 New led light fixtures in garage  
51

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

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Owner's Property Disclosure Statement, October 2017

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OK, E  
Owner's Initials

- 52 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 53 a. Faucets, fixtures, etc.  
 54 New faucets in all bathrooms  
 55 \_\_\_\_\_  
 56 \_\_\_\_\_  
 57 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic  
 58 Tanks, Holding Tanks, and Cesspools)  
 59 Septic tank emptied every 6 years  
 60 \_\_\_\_\_  
 61 \_\_\_\_\_  
 62 c. Septic Systems permit in compliance with existing use of Property  
 63 \_\_\_\_\_  
 64 \_\_\_\_\_  
 65 \_\_\_\_\_  
 66 Date Septic System was last pumped? July 15, 2014  
 67 \_\_\_\_\_  
 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 New thermostats replaced for chalet stove March 2014  
 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 Quadrature stove on main floor, quadrature wood stove  
 83 in garage - all chimneys are professionally cleaned yearly  
 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 Concrete slab under front deck had a crack in it.  
 92 Basement slab also has a crack  
 93 \_\_\_\_\_  
 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 95 New french drain installed 2017 as an upgrade to home  
 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 New 30 year roof installed 2011/July  
 104 \_\_\_\_\_

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

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 NE, JE  
 Owner's Initials

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

106

107

108

109 a. Private well

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111

112

113 b. Public or community water systems

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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 *New waterfall feature, Pergola & ROCK BBQ for wood and charcoal*

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:

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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

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

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.

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Owner's Property Disclosure Statement, October 2017

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*OK*  
Owner'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 James Douglas Emery Date 4-1-19  
206  
207 Owner Jane F Emory Date 4-1-19  
208

Buyer's or Lessee's Initials

209 Please note the following changes to the foregoing disclosure: \_\_\_\_\_  
210 \_\_\_\_\_  
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221 \_\_\_\_\_  
222 \_\_\_\_\_  
223 Owner James Douglas Emory Date 4-1-19  
224 \_\_\_\_\_  
225 \_\_\_\_\_  
226 Owner Janie F Emory Date 4-1-19  
227 \_\_\_\_\_  
228 \_\_\_\_\_

229 **BUYER'S ACKNOWLEDGEMENT**

230 \_\_\_\_\_  
231 Subject Property Address: 1174 Old Hwy US 2 N  
232 Troy MT 59935  
233 \_\_\_\_\_  
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.

# ADDENDUM TO OWNER'S PROPERTY DISCLOSURE STATEMENT

1 This Addendum is an attachment to the Owner's Property Disclosure Statement regarding certain  
2 real property located at 1174 Old Hwy US 2 N 59935, in the  
3 City of Troy, County of \_\_\_\_\_, Montana, which real property  
4 is legally described as:  
5 **S16, T33 N, R34 W, TR 1E 1N N2SW 23.552 ACRES**  
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9 The Owner hereby discloses the following information:  
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43 James Douglas Emery 4-1-19 James F Emery 4-1-19  
44 Owner Date Owner Date  
45  
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49  
50 Buyer/Lessee Date Buyer/Lessee Date

Addendum Page \_\_\_\_\_ of \_\_\_\_\_

# MOLD DISCLOSURE



1 Property Address: 1174 Old Hwy US 2 N Troy MT 59935

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	<u>James D. Emory</u>	<u>3-20-19</u>	<u>Jeannette Carr</u>	<u>4/11/19</u>
29	Seller/Landlord James D. Emory	Date	Seller's Agent/Property Manager Jeannette Carr Smith	Date
31	<u>Janie F. Emory</u>	<u>3/20/19</u>		
32	Seller/Landlord Janie F. Emory	Date	Seller's Agent/Property Manager Mark Smith	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.

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