



MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT



Property: 1777 Tall Timber Rd. Huson MT 59846  
Seller(s): Linda W. Mobley  
Seller(s)' Agent: Jeannette C Carr/Dick Crain  
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: *Dick Crain* *Jeannette C Carr*  
8/26/2019 4:00:02 PM MDT 8/26/2019 4:28:35 PM MDT  
Dated: 06/26/2019 Jeannette C Carr/Dick Crain

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 1777 Tall Timber Rd.  
2 Huson MT 59846, in the City of Huson,  
3 County of \_\_\_\_\_, 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 June 2017 (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 **Good working condition**

- 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 **Good working condition**

- 47  
48  
49 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

50 **Good working condition**  
51

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

[P.W.M.]

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
- 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
- 92
- 93
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
- 95
- 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

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Owner's Property Disclosure Statement, October 2017

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[P.W.M.] / \_\_\_\_\_  
Owner's Initials

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

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107

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109 a. Private well

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113 b. Public or community water systems

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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)

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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)

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133

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

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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.


161

\_\_\_\_\_  
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.

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  Linda W. Mobley Date 06/25/2019  
6/25/2019 7:55:54 PM MDT  
 206  
 207  
 208 Owner \_\_\_\_\_ Date \_\_\_\_\_

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

209 **Please note the following changes to the foregoing disclosure:** \_\_\_\_\_  
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223 Owner \_\_\_\_\_ Date \_\_\_\_\_  
 224 \_\_\_\_\_  
 225 \_\_\_\_\_  
 226 Owner \_\_\_\_\_ Date \_\_\_\_\_  
 227 \_\_\_\_\_  
 228 \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

231 Subject Property Address: 1777 Tall Timber Rd.  
 232 \_\_\_\_\_  
 233 \_\_\_\_\_ Huson \_\_\_\_\_ MT 59846  
 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.