

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 03/30/2024

2

3 Property: 29 Walking Horse Way Plains MT 59859

4 Seller(s): Amy J Swann & William B Swann

5 Seller Agent: Dawn Krebs

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

22

23

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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: Dawn Krebs

36 03/31/2024 Dawn Krebs

37 Dated: _____

38

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

40

41 Buyer Agent: _____

42

43 Buyer Agent Signature: _____

44

45 Dated: _____

46

47 Buyer Signature: _____

48

49 Dated: _____

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Property Disclosure Statement, September 2023

OWNER'S PROPERTY DISCLOSURE STATEMENT

MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: 03/30/2024

2
3 The undersigned Owner is the owner of certain real property located at _____
4 29 Walking Horse Way, in the City of Plains,
5 County of Sanders, Montana, which real property is legally described as:

6 MUSTANG HAVEN, S14, T20 N, R26 W, Lot 15, ACRES 20.13, N2NW & SWSW

7
8
9
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 owner occupied (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)
 51 none
 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 none
 59
 60
 61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
 62 Overloads, or lack of utility connections)
 63 none
 64
 65
 66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 67 a. Faucets, fixtures, etc.
 68 none
 69
 70
 71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 72 Tanks, and Cesspools)
 73 none
 74
 75
 76 c. Septic Systems permit in compliance with existing use of Property
 77 yes
 78
 79
 80 Date Septic System was last pumped?
 81 April 2023
 82
 83
 84 d. Public Sewer Systems (Clogging and Backing Up)
 85 n/a
 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 none
 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 none
 97
 98
 99 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 100 none
 101

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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 none
 105
 106
 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 108 none
 109
 110
 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 none
 113
 114
 115 11. ROOF: (Rain Gutters. Leakage. Deterioration. Ice build ups and Structural Condition)
 116 no gutters
 117
 118
 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 120 none
 121
 122
 123 a. Private well
 124 none
 125
 126
 127 b. Public or community water systems
 128 n/a
 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 none
 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 n/a
 142
 143
 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 145 required permit)
 146 n/a
 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
 152 n/a
 153

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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:
 156
 157 none
 158
 159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 160 n/a
 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:
 191 no
 192
 193

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.
236

237 Additional details:

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

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Owner	 <i>William B Swann</i>	Amy J Swann	Date	03/31/2024
Owner	 <i>Amy J Swann</i>	William B Swann	Date	03/31/2024

Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

298
 299
 300 Subject Property Address: 29 Walking Horse Way Plains MT 59859
 301 **MUSTANG HAVEN, S14, T20 N, R26 W, Lot 15, ACRES 20.13, N2NW & SWSW**
 302
 303
 304 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
 305 Property that are known to the Owner. **The disclosure statement does not provide any representations or**
 306 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
 307 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**
 308
 309 Buyer further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure
 310 Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than
 311 what could be obtained by the Buyer's careful inspection.
 312
 313 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
 314 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
 315 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**
 316 **condition of the Property in lieu of other inspections, reports or advice.**
 317
 318 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.
 319
 320
 321 _____ Date _____
 322 Buyer's/Lessee's Signature
 323
 324 _____ Date _____
 Buyer's/Lessee's Signature

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.