

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



1 The undersigned Seller, having entered into a Listing with CM Realty
2 as Broker, dated February 7, 2009, and involving certain real property located at
3 2305 Fairway Drive, in the
4 City of Billings, County of Yellowstone, Montana, which real property is
5 legally described as COUNTRY CLUB HIEGHT SUBD, S26, T01NR25E, BLOCK 007, LOT 30, LT30
6 BLK 7 COUNGRY CLUB HEIGHT SUB. GEO CODE 03-1032-26-4-07-07-0000

7
8
9 (the Property). Seller 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 **SELLER'S DISCLOSURE**

17
18 The Seller declares that the Seller has prepared this Disclosure Statement and any attachments thereto
19 based on any adverse material facts known to the Seller. Seller hereby authorizes the Broker to provide a
20 copy of this statement to any persons or entity in connection with any actual or anticipated sale of the
21 Property. Seller further agrees to indemnify and hold the Broker harmless from all claims for damages
22 based upon the disclosures made in this Disclosure Statement along with the failure of the Seller to
23 disclose any adverse material facts known to the Seller.

24
25 **THIS INFORMATION IS A DISCLOSURE BY THE SELLER OF KNOWN ADVERSE MATERIAL FACTS**
26 **CONCERNING THE PROPERTY AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OR**
27 **REPRESENTATION OF ANY KIND BY THE SELLER, THE BROKER OR THE SALESPERSONS AND IT**
28 **IS NOT A CONTRACT BETWEEN SELLER AND BUYER. THIS DISCLOSURE STATEMENT IS NOT A**
29 **SUBSTITUTE FOR ANY INSPECTIONS THE BUYER MAY WISH TO OBTAIN.**

30
31 **Please describe any Adverse Material Facts concerning the items listed, or other components,**
32 **fixtures or matters. If space is inadequate, please attach additional sheets.**

33
34 1. **APPLIANCES:** Refrigerator(s), Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash
35 Compactor, Freezer, Washer, Dryer

36 Dishwasher need repair - G.D. needs replace

37
38 2. **COMPONENTS and BUILT-IN SYSTEMS:** Water Softener, Water Conditioners, Exhaust Fan(s),
39 Central Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan,
40 Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone,
41 cable and internet, Security Alarm(s), Fire Alarm(s), Smoke Detector(s), Garage Door Opener(s), and
42 Security Gate(s)

43
44
45 3. **ELECTRICAL SYSTEM:** (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

46
47
48
49 4. **PLUMBING:** (including pipes, drains, faucets, fixtures, sump pumps and toilets)
50 a. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic
51 Tanks, Holding Tanks, and Cesspools)

52
53
Buyer's Initials

Seller's Property Disclosure 1 of 1

12-10-09
Seller's Initials

© MONTANA ASSOCIATION OF REALTORS® September, 2008

54 b. Septic Systems permit in compliance with existing use of Property _____
55 *N/A*
56 _____
57 _____

58 c. Public Sewer Systems (Clogging and Backing Up) _____
59 _____
60 _____
61 _____

62 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces,
63 Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems,
64 Gas Leaks, thermostats, Wall/Window AC Evaporator Cooler(s)) _____
65 _____
66 _____

68 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality
69 Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation) _____
70 _____
71 _____

74 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation) _____
75 _____
76 _____
77 _____

78 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors,
79 Window Screens, Slab(s), Driveways, Sidewalks, Fences, or other basic items)
80 _____
81 _____
82 _____

83 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
84 _____
85 _____
86 _____

87 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking) _____
88 _____
89 _____
90 _____

91 11. ROOF: (Rain Gutters, Leakage, Deterioration, and Structural Condition) _____
92 _____
93 _____
94 _____

95 12. PRIVATE WELL AND WATER RIGHTS: (Well Production, Water Quality and Quantity, Water Rights
96 and Abandoned Wells) _____
97 *NONE*
98 _____
99 _____

100 13. POOLS, OUTDOOR LIVING, ANCILARY BUILDINGS: Window Screens, Pool, Spa, Pool/Spa Heater,
101 Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground
102 Sprinklers systems and controls, Garage, Shop, Barn, Carport
103 *Some zones of the Underground Sprinkler*
104 *Need repair*
105 _____

106 14. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements
107 and Legal Disputes Concerning Access)
108 *N/A* *NONE*
109 _____

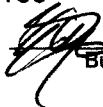
Buyer's Initials Seller's Property Disclosure 2 of 4 _____

Seller's Initials

- 110 15. METHAMPHETAMINE: If the Property is inhabitable real property, the Seller represents to the best of
 111 Seller's knowledge that the Property has has not been used as a clandestine Methamphetamine
 112 drug lab. If the Property has been used as a clandestine Methamphetamine drug lab, attached are any
 113 documents concerning the use of the Property as a clandestine Methamphetamine drug lab.
 114
- 115 16. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act,
 116 Seller represents that to the best of Seller's knowledge the Property has has not been tested for
 117 radon gas and/or radon progeny and the Property has has not received mitigation or treatment for
 118 the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test
 119 results along with any evidence of mitigation or treatment.
 120
- 121 17. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year
 122 1978, Seller has has no knowledge of lead-based paint and/or lead-based paint hazards on the
 123 Property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property,
 124 attached are all pertinent reports and records concerning that knowledge.
 125
- 126 18. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the
 127 Seller represents to the best of Seller's knowledge that the Property has has not been tested for
 128 mold and that the Property has has not received mitigation or treatment for mold. If the Property
 129 has been tested for mold or has received mitigation or treatment for mold, attached are any documents
 130 or other information that may be required under Montana law concerning such testing, treatment or
 131 mitigation.
 132

133 **If any of the following items or conditions exist relative to the property, please check the box and**
 134 **provide details below:**

- 135 1. Asbestos.
- 136 2. Noxious weeds.
- 137 3. Destructive insects such as termites, pine beetles or carpenter ants. (If property has been tested
 138 or treated, attach documentation.)
- 139 4. Common walls, fences and driveways that may have any effect on the subject property.
- 140 5. Encroachments, easements, or similar matters that may affect your interest in the subject
 141 property.
- 142 6. Room additions, structural modifications, or other alterations or repairs made without necessary
 143 permits.
- 144 7. Room additions, structural modifications, or other alterations or repairs not in compliance with
 145 building codes.
- 146 8. Health department or other governmental licensing, compliance or issues.
- 147 9. Landfill (compacted or otherwise) on the property or any portion thereof.
- 148 10. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 149 11. Settling, slippage, sliding or other soil problems.
- 150 12. Flooding, draining, grading problems, or French drains.
- 151 13. Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.
- 152 14. Waste dump or disposal or landfill or commercial use in the vicinity of the property which causes
 153 smoke, smell, noise or other pollution.
- 154 15. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 155 16. Neighborhood noise problems or other nuisances.
- 156 17. Violations of deed restrictions, restrictive covenants or other such obligations.
- 157 18. Zoning violations, non-conforming uses, violations of "setback" requirements, etc.
- 158 19. Zoning or land use change planned or being considered by the city or county.
- 159 20. Street or utility improvement planned that may affect or be assessed against the property.
- 160 21. Property Owner's association obligations (dues, lawsuits, etc.).
- 161 22. Proposed increase in the tax assessment value or homeowner's association dues for the
 162 property.
- 163 23. "Common area" problems.
- 164 24. Tenant problems, defaults or other tenant issues.
- 165 25. Notices of abatement or citations against the property.



 Buyer's Initials

Seller's Property Disclosure 3 of 4  2-10-09
 Seller's Initials

- 166 26. Lawsuits or legal proceedings (including foreclosures and bankruptcies) involving the Seller or
 167 threatening or affecting this real property.
 168 27. Insurance claims involving property.
 169 28. Airport affected area.

170 _____
 171 _____
 172 _____
 173 _____
 174 _____
 175 _____
 176 _____
 177 _____
 178 _____
 179 _____

181 Seller certifies that the information herein is true, correct and complete to the best of the Seller's
 182 knowledge and belief as of the date signed by Seller.

183
 184 Seller  Date 2-10-09
 185 John Scott Williams

186
 187 Seller _____ Date _____
 188
 189

190 **Please note the following changes to the foregoing disclosure:** _____
 191 _____
 192 _____
 193 _____
 194 _____
 195 _____
 196 _____
 197 _____
 198 _____

199 **Date:** _____ **Seller signature:** _____

200 **BUYER'S ACKNOWLEDGMENT**

201
 202
 203 Subject Property Address: _____
 204 _____
 205

206 **BUYER(S) UNDERSTAND THAT THE FOREGOING DISCLOSURE STATEMENT SETS FORTH ANY**
 207 **ADVERSE MATERIAL FACTS CONCERNING THE PROPERTY THAT ARE KNOWN TO THE SELLER.**
 208 **THE DISCLOSURE STATEMENT DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES**
 209 **CONCERNING THE PROPERTY, NOR DOES THE FACT THIS DISCLOSURE STATEMENT FAILS TO**
 210 **NOTE AN ADVERSE MATERIAL FACT CONCERNING A PARTICULAR FEATURE, FIXTURE OR**
 211 **COMPONENT IMPLY THAT THE SAME IS FREE OF DEFECTS. BUYER(S) IS/ARE ENCOURAGED TO**
 212 **OBTAIN PROFESSIONAL ADVICE, INSPECTIONS OR BOTH OF THE PROPERTY AND TO PROVIDE**
 213 **FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH**
 214 **RESPECT TO ANY ADVICE, INSPECTIONS OR DEFECTS. BUYER(S) ARE NOT RELYING UPON**
 215 **THIS PROPERTY DISCLOSURE STATEMENT FOR BUYER(S)' DETERMINATION OF THE OVERALL**
 216 **CONDITION OF THE PROPERTY IN LIEU OF OTHER INSPECTIONS, REPORTS OR ADVICE.**

217
 218 **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

219
 220 Buyer _____ Date _____

221
 222
 223 Buyer _____ Date _____
 224