

# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



Date: 12/12/2023

Property: Paradise Valley Emmigrant MT 59027

Seller(s): Earth Homes Properties LLC

Seller Agent: Theresa Lunn

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 Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's 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

**No known adverse conditions**

Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any, is set forth above. However, the Seller 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: Theresa Lunn

Theresa Lunn

Dated: 12/12/2023 12/20/23

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

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

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

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

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

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

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



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

Date: 12/12/2023

The undersigned Owner is the owner of certain real property located at Paradise Valley  
Emmigrant MT 59027, in the City of Emmigrant  
County of Park, Montana, which real property is legally described as:

GLASTONBURY NORTH, S28, T05 S, R08 E, portion of Lot 57-E1, SD 335, on +/-7 acres, shown on  
attached plot plan.  
SUBJECT TO FINAL PLAT APPROVAL.

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

## OWNER'S DISCLOSURE

- ☒ Owner has never occupied the Property.  
☐ Owner has not occupied the Property since \_\_\_\_\_ (date).

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

This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.

1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer)  
\_\_\_\_\_  
\_\_\_\_\_
2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)  
\_\_\_\_\_  
\_\_\_\_\_

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

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Owner's Property Disclosure Statement, April 2019  
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C / M  
Owner's Initials

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

*SOME OF THE BUILDINGS NEEDS COMPLETION. SOLD AS IS.*

4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

a. Faucets, fixtures, etc.

*SOME OF THE BUILDINGS NEEDS COMPLETION. SOLD AS IS.*

b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, and Cesspools)

c. Septic Systems permit in compliance with existing use of Property

Date Septic System was last pumped?

d. Public Sewer Systems (Clogging and Backing Up)

5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks, Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)

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

7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)

9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)

10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)

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

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*C M*  
Owner's Initials

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



20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold, attached are any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

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

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

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.

Owner  Date 12/14/23  
 Owner Craig Newhouse Date \_\_\_\_\_

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

**Please note the following changes to the foregoing disclosure:** \_\_\_\_\_

\_\_\_\_\_  
 Owner's Signature 12/12/2023  
 Date

\_\_\_\_\_  
 Owner's Signature Date

**BUYER'S ACKNOWLEDGEMENT**

Subject Property Address: Paradise Valley  
Emmigrant MT 59027

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

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

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

\_\_\_\_\_  
 Buyer's/Lessee's Signature Date

\_\_\_\_\_  
 Buyer's/Lessee's Signature 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 holiday can be performed on the next business day.

## ADDENDUM TO OWNER'S PROPERTY DISCLOSURE STATEMENT

This Addendum is an attachment to the Owner's Property Disclosure Statement regarding certain real property located at Paradise Valley 59027, in the City of Emmigrant, County of Park, Montana, which real property is legally described as:

GLASTONBURY NORTH, S28, T05 S, R08 E, portion of Lot 57-E1, SD 335, on +/-7 acres, shown on attached plot plan.  
SUBJECT TO FINAL PLAT APPROVAL.

The Owner hereby discloses the following information:

Owner's Signature

Craig Newhouse

Date

Owner's Signature

Date

Buyer's/Lessee's Signature

Date

Buyer's/Lessee's Signature

Date

PROPOSED HOME  
IN FRONT

290.07  
*Plot Plan*

E - 1283.07

APPROX.  
6+ Acres

(Prop.) LOT LINE

