

**MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT**



1 Date: March 4, 2025

2
3 Property: 2575 CASCADE HOUND CREEK ROAD, CASCADE, MT 59421

4 Seller(s): September Cope

5 Seller Agent: Julie Ridgeway

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 _____
24 _____
25 _____
26 _____
27 _____
28

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: 
36 Julie Ridgeway

37 Dated: 3-4-2025

38
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40 Buyer Agent: _____

41 Buyer Agent Signature: _____

42 Dated: _____

43 Buyer Signature: September Cope

44 Dated: _____

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



1 Date: March 4, 2025

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

The undersigned Owner is the owner of certain real property located at 2575 CASCADE HOUND CREEK ROAD
CASCADE, in the City of CASCADE,
County of Cascade, Montana, which real property is legally described as:
S17, T17 N, R02 E, IN E2 TRACT 2 OF COS 35055 MARK 9A

(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 condition, malfunction, or problem that would have a materially adverse effect on the monetary value of real property, that affects the structural integrity of any improvements located on the real property, or that presents a documented health risk to occupants of the real property or would impair the health or safety of future occupants of the real property.

OWNER'S DISCLOSURE

Owner has never occupied the Property.
 Owner has not occupied the Property since 2011 (date).

Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain. The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to closing on the purchase of the Property.

This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay Buyer may withdraw or rescind any contract to purchase the Property without penalty.

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 Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement, April 2024
Page 1 of 7

SC
Owner's Initials

- 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 Ice drawer in freezer broken (track)
 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 ~~Dishwasher has 3 b~~
 59
 60
 61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
 62 Overloads, or known information concerning utility connections)
 63
 64
 65
 66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 67 a. Faucets, fixtures, etc.
 68 Mud from sink faucet has broken handle on hot side
 69
 70
 71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 72 Tanks, and Cesspools).
 73 No issues
 74
 75
 76 c. Septic Systems permit in compliance with existing use of Property
 77 As far as I know
 78
 79
 80 Date Septic System was last pumped?
 81 Never
 82
 83
 84 d. Public Sewer Systems (Clogging and Backing Up)
 85
 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 Central Air - Propane, furnace set up for air conditioner -
 92 No current AC
 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 Wood fireplace upstairs, wood burning stove downstairs
 97
 98
 99 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 100
 101

 Buyer's or Lessee's Initials

je

 Owner's Initials

- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 103 Screens, Slabs, Driveways, Sidewalks, Fences)
 104 Small settling crack in front room corner and above bedroom
 105 (master door)
 106 _____
 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 108 _____
 109 _____
 110 _____
 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 _____
 113 _____
 114 _____
 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 116 _____
 117 _____
 118 _____
 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 120 2 gal per minute
 121 _____
 122 _____
 123 (a) Private well
 124 _____
 125 _____
 126 _____
 127 b. Public or community water systems
 128 _____
 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 Hot tub not included, electrical ready for hot tub, Partially
 135 landscaped
 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 _____
 142 _____
 143 _____
 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 145 required permit) _____
 146 _____
 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 _____
 153 _____

_____/_____
 Buyer's or Lessee's Initials

SE
 Owner's Initials

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 _____
158 _____

159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
160 _____
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 _____
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.

Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement, April 2024
Page 4 of 7

Owner's Initials

- 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:

water to barn, gravity fed, wired for generator

Barn, Garage foundation, Shop pad (monolithic),

lg Deck on South + East side of house, Underdeveloped Spring.

238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262

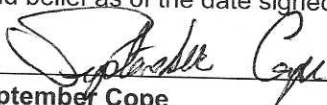
_____/_____
Buyer's or Lessee's Initials

JC
_____/_____
Owner's Initials

263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291

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.

292
293
294
295
296
297

Owner  Date 3/14/25
Owner September Cope Date _____
Owner _____ Date _____

_____/_____
Buyer's or Lessee's Initials

298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: _____

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 further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

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 **September Cope** _____ 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 Montana or federal holidays.