

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 09/15/2026
 2
 3 Property: 3208 Harrier Ln Billings MT 59106
 4 Seller(s): Jose De La Torre Jennifer De La Torre
 5 Seller Agent: Maggie Winters
 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: Maggie Winters
 36 Maggie Winters

37 Dated: 09/15/26
 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: _____

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



Date: 09/15/2026

The undersigned Owner is the owner of certain real property located at 3208 Harrier Ln, in the City of Billings,
County of Yellowstone, Montana, which real property is legally described as:
FALCON RIDGE ESTATES 2ND (14), S25, T01 N, R24 E, BLOCK 7, Lot 12

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property and are known to Owner. 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 _____ (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

© 2025 Montana Association of REALTORS®
Owner's Property Disclosure Statement, May 2025
Page 1 of 7

JD / JD
Owner's Initials

Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer)

APPLIANCES REPLACED IN 2024

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)

N/A NONE

3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, Overloads, or known information concerning utility connections)

NONE

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

NONE

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

N/A

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

N/A

Date Septic System was last pumped?

N/A

- d. Public Sewer Systems (Clogging and Backing Up)

NONE

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)

NONE

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)

NONE

Buyer's or Lessee's Initials

© 2025 Montana Association of REALTORS®
Owner's Property Disclosure Statement, May 2025
Page 2 of 7

JD

JD

Owner's Initials

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

NONE

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

NONE

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

NONE

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

NONE

11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

* NEW ROOF (HAIL CLAIM 22-23)

NONE

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

NONE

a. Private well

N/A

b. Public or community water systems

NONE

13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)

NONE

14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:

NONE

15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a required permit)

NONE

16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's ability to transfer the Property):

NONE

Buyer's or Lessee's Initials

© 2025 Montana Association of REALTORS®
Owner's Property Disclosure Statement, May 2025
Page 3 of 7

Authentisign
JD

Authentisign
JD

Owner's Initials

- 156 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
 157 immediate area:
 158 NONE
 159 _____
 160 _____
- 161 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 162 _____
 163 NONE
 164 _____
- 165 19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best
 166 of Owner's knowledge that the Property ☐ has ☒ has not been used as a clandestine methamphetamine or
 167 fentanyl drug lab and ☐ has ☒ has not been contaminated from the consumption of methamphetamine or or
 168 fentanyl. If the Property has been used as a clandestine methamphetamine or or fentanyl drug lab or
 169 contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana
 170 Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other
 171 information that may be required under Montana law concerning the use of the Property as a clandestine
 172 methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of
 173 methamphetamine or fentanyl.
 174
- 175 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
 176 represents that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas
 177 and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the
 178 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
 179 evidence of mitigation or treatment.
 180
- 181 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 182 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 183 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 184 and records concerning that knowledge.
 185
- 186 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 187 represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that
 188 the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for
 189 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
 190 be required under Montana law concerning such testing, treatment or mitigation.
 191
- 192 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or
 193 chemical storage tanks, asbestos, or contaminated soil or water:
 194 _____
 195 _____
 196 _____

197 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
 198 **details below.**

- 199 1. ☐ Asbestos.
 200 2. ☐ Noxious weeds.
 201 3. ☐ Pests, rodents.
 202 4. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
 203 treated, attach documentation.)
 204 5. ☐ Common walls, fences and driveways that may have any effect on the Property.
 205 6. ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
 206 7. ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or
 207 HOA and HOA architectural committee permission.
 208 8. ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with building
 209 codes.
 210 9. ☐ Health department or other governmental licensing, compliance or issues.

_____/_____
 Buyer's or Lessee's Initials

© 2025 Montana Association of REALTORS®
 Owner's Property Disclosure Statement, May 2025
 Page 4 of 7

Authenticsign
 JD

Authenticsign
 JD

Owner's Initials

[illegible]

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
292
293
294
295
296
297
298
299
300

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	 <u>Jose De La Torre</u>	Date	<u>09/15/26</u>
Owner	 <u>Jennifer De La Torre</u>	Date	<u>09/15/26</u>
	Jose De La Torre		
	Jennifer De La Torre		

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 3208 Harrier Ln Billings MT 59106
FALCON RIDGE ESTATES 2ND (14), S25, T01 N, R24 E, BLOCK 7, Lot 12

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

 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