

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 05/12/2026
 2
 3 Property: 1340 Cloverleaf Place Billings MT 59106
 4 Seller(s): Teresa R Kennedy William J Baldi
 5 Seller Agent: Alicia Donovan

6
 7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
- 9 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
- 10 statements made by the seller; and
- 11 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 12 information regarding adverse material facts that concern the property.
- 13

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 See attached.

AD

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: Alicia Donovan

Alicia Donovan

36
 37 Dated: 5/12/26

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: 05/08/2026

The undersigned Owner is the owner of certain real property located at 1340 Cloverleaf Place, in the City of Billings,
County of Yellowstone, Montana, which real property is legally described as:
CLOVERLEAF MEADOWS SUBD 1ST FILING, S03, T01 S, R25 E, BLOCK 2, Lot 4

(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

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Owner's Initials

- 48 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
 49
 50 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
 51 Freezer, Washer, Dryer)
 52 _____
 53 _____
 54
 55 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
 56 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
 57 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
 58 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
 59 _____
 60 _____
 61
 62 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
 63 Overloads, or known information concerning utility connections)
 64 New Panel in winter of 2024
 65 _____
 66
 67 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 68 a. Faucets, fixtures, etc.
 69 _____
 70 _____
 71
 72 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 73 Tanks, and Cesspools)
 74 _____
 75 _____
 76
 77 c. Septic Systems permit in compliance with existing use of Property
 78 _____
 79 _____
 80
 81 Date Septic System was last pumped?
 82 _____
 83 _____
 84
 85 d. Public Sewer Systems (Clogging and Backing Up)
 86 _____
 87 _____
 88
 89 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 90 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 91 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
 92 Replaced mother board in January 2024 in furnace.
 93 _____
 94
 95 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 96 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 97 _____
 98 _____
 99

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- 100 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 101 _____
 102 _____
 103 _____
 104 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 105 Screens, Slabs, Driveways, Sidewalks, Fences)
 106 _____
 107 _____
 108 _____
 109 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 110 _____
 111 _____
 112 _____
 113 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 114 _____
 115 _____
 116 _____
 117 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 118 *Replaced w/ 50 year Shingle after 2018 hail storm.*
 119 _____
 120 _____
 121 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 122 _____
 123 _____
 124 _____
 125 a. Private well
 126 _____
 127 _____
 128 _____
 129 b. Public or community water systems
 130 _____
 131 _____
 132 _____
 133 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 134 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 135 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 136 *New Pool Heater (2024) - Weekly Service on Tuesdays by*
 137 *Sand Trap Filter Replaced Leisure Pools.*
 138 _____
 139 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
 140 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
 141 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
 142 area:
 143 _____
 144 _____
 145 _____
 146 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 147 required permit) _____
 148 _____
 149 _____
 150 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
 151 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
 152 the Seller's ability to transfer the Property):
 153 _____
 154 _____
 155 _____

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

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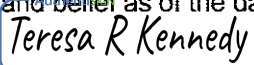
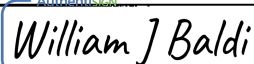
AuthenticSign AuthenticSign

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Owner's Initials

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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.

Owner	 AuthenticSign	05/12/26	Date	_____
Owner		05/12/26	Date	_____
		Teresa R Kennedy		
		William J Baldi		

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 1340 Cloverleaf Place Billings MT 59106
CLOVERLEAF MEADOWS SUBD 1ST FILING, S03, T01 S, R25 E, BLOCK 2, Lot 4

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

Seller Property Disclosure – Additional Information Regarding Historical Settlement

Approximately 25–30 years ago, during the City of Billings' utility improvements and annexation work along Grand Avenue, the neighborhood experienced ground settlement related to the City's dewatering activities. According to the seller, a number of homes within the subdivision were affected. While other homeowners participated in legal action against the City, the seller did not participate in the class action but instead worked directly with the City and the engineers involved in evaluating the property.

The seller recalls that once the City corrected the dewatering issue, the ground movement ceased and the property reached a stable condition.

Repairs Performed

Following the settlement, the following repairs were completed:

- Mud-jacking of approximately six feet of the front east portion of the driveway.
- Replacement of the concrete sidewalk leading to the front steps.
- Cosmetic repair of interior wall cracks after movement had ceased.

The seller reports no comparable settlement or cracking around the pool area, rear concrete, primary bedroom area, or other portions of the exterior flatwork.

Previous Engineering Evaluations

At the time of the original settlement, the property was evaluated by multiple engineers, including:

- Phillip C. Green, P.E.
- Engineers associated with Fisher Construction/COP Construction.
- Engineers representing the City.

Documentation retained by the seller reflects the following conclusions:

- The residence had reached an apparent state of stability.
- The observed damage was considered primarily cosmetic in nature.
- No structural integrity concerns were identified at that time.
- The home had reportedly returned to within approximately one-half inch of level.
- Helical piers (or similar stabilization methods) were discussed only as a potential future option if additional movement occurred but were not recommended because the movement had ceased.
- Continued observation of cosmetic cracking was recommended, although no structural repairs were deemed necessary.

Updated Structural Evaluation

In 2026, after several prospective buyers asked questions regarding the home's floor variation, the sellers elected to obtain an updated, independent structural evaluation from Dynamic Analysis. This evaluation was obtained proactively to provide current information regarding the home's condition and was not prompted by any known recent movement or damage.

The executive summary of the Dynamic Analysis report concludes:

- The structure is in good condition and does not require any structural repair.
- The historical differential settlement resulted from dewatering activities associated with infrastructure improvements along Grand Avenue in the early 2000s.
- There is no evidence of ongoing differential settlement since 2005.

A copy of the Dynamic Analysis structural report is available for review and is being provided as part of the seller's disclosures.