

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 04/28/2026

2

3 Property: 4466 Iron Horse Trail Billings MT 59106

4 Seller(s): Barbara Dudczak

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
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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 Seller Agent Signature:   05/06/26

35 Maggie Winters

36 Dated: _____

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

38 Buyer Agent: _____

39 Buyer Agent Signature: _____

40 Dated: _____

41 Buyer Signature: _____

42 Dated: _____

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



1 Date: 04/28/2026

2
3 The undersigned Owner is the owner of certain real property located at
4 4466 Iron Horse Trail, in the City of Billings,
5 County of _____, Montana, which real property is legally described as:
6 **REHBERG RANCH ESTATES SUB 2ND FIL, S22, T01 N, R25 E, BLOCK 5, Lot 38A, AMD & LT 37 BLK 5 REHBERG**
7 **RANCH EST 1ST 32189 SQ FT (07)**

8
9
10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
11 material facts which concern the Property and are known to Owner. Montana law defines an adverse material fact as
12 a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of real
13 property, that affects the structural integrity of any improvements located on the real property, or that presents a
14 documented health risk to occupants of the real property or would impair the health or safety of future occupants of
15 the real property.

OWNER'S DISCLOSURE

- 16
- 17
- 18
- 19 Owner has never occupied the Property.
- 20 Owner has not occupied the Property since _____ (date).
- 21

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

26
27 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**
28 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**
29 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**
30 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to
31 closing on the purchase of the Property.

32
33 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate
34 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of
35 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay
36 Buyer may withdraw or rescind any contract to purchase the Property without penalty.

37
38 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
39 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
40 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
41 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
42 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
43 failure of the Owner to disclose any adverse material facts known to the Owner.

44
45 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized
46 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement
47 that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

Buyer's or Lessee's Initials

JS
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 new dishwasher - Dec. '25.
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
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 HVAC + AC serviced April '26. In floor radiant heat
93 serviced April '26. New hot water tank '25.
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

_____/_____
Buyer's or Lessee's Initials

JS
_____/_____
Owner's Initials

- 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 *insurance claim filed and approved. New roof + gutters*
- 119 *to be replaced on buyers timeline.*
- 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 + pump in 2025. Pool liner replaced in*
- 137 *2020.*
- 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 _____

_____/_____
Buyer's or Lessee's Initials

[Signature] / _____
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 _____
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 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



Owner's Initials

- 211 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 212 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 213 conducted by Seller in or around any natural bodies of water.
- 214 12. Settling, slippage, sliding or other soil problems.
- 215 13. Flooding, draining, grading problems, or French drains.
- 216 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 217 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 218 smell, noise or other pollution.
- 219 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 220 17. Neighborhood noise problems or other nuisances.
- 221 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 222 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 223 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 224 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 225 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 226 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 227 24. "Common area" problems.
- 228 25. Tenant problems, defaults or other tenant issues.
- 229 26. Notices of abatement or citations against the Property.
- 230 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 231 Property.
- 232 28. Airport affected area.
- 233 29. Pet damage
- 234 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 235 or reservations.
- 236 31. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 237 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 238 concerning the Property.
- 239

240 Additional details:

241 _____

242 Pre listing inspection was performed . The inspection report is available upon request and will show details

243 regarding fixed items

244 _____

245 _____

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Buyer's or Lessee's Initials

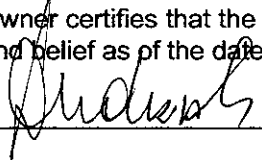
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Owner's Initials

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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



Barbara Dudczak

Date

4.28.26

Owner

Date

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 4466 Iron Horse Trail Billings MT 59106
REHBERG RANCH ESTATES SUB 2ND FIL, S22, T01 N, R25 E, BLOCK 5, Lot 38A, AMD & LT 37 BLK 5 REHBERG RANCH EST 1ST 32189 SQ FT (07)

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