

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



Date: May 24, 2026

Property: 2218 Fairway Drive Billings MT 59102
 Seller(s): Matt McMullen Michele McMullen
 Seller Agent: Alicia Donovan

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) as required by Montana law. Regardless of what the Seller(s) has/have provided Seller Agent as set forth in the 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

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: Alicia Donovan 06/24/26
Alicia Donovan

Dated: _____

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



Date: May 24, 2026

The undersigned Owner is the owner of certain real property located at 2218 Fairway Drive, in the City of Billings,
County of Yellowstone, Montana, which real property is legally described as:
COUNTRY CLUB HEIGHTS SUBD, S26, T01 N, R25 E, BLOCK 5, Lot 17

(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 May 25, 2026 (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.

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Owner's Property Disclosure Statement, May 2025
Page 1 of 7

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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)

Fridge, Range/Oven, Dishwasher & Garbage Disposal Purchased as part of Kitchen Renovation in late 2020/early 2021. Washer & Dryer are old (~1997) but they work! (Washer occasionally leaves dry detergent streaks on darks... run w/vinegar to prevent)

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)

Water Heater is generous-sized! Purchased in summer 2023.
Intercom doesn't work (or we never figured it out.)

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

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

a. Faucets, fixtures, etc.

Basement bathroom can back up due to roots in pipe in yard. External access installed in back yard.

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

NA

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

NA

Date Septic System was last pumped?

d. Public Sewer Systems (Clogging and Backing Up)

see (4a) - Roots (per Roto-Rooter type companies) extend 25 feet out - beyond property lines. To be expected with a mature tree neighborhood.

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)

Heater replaced Dec. 2021. Central AC is original to house, had annual cleaning/tune up until approx. 5 years ago.

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)

Fireplace s do work but have not been chimney-swept for 15 years, and not used often

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Owner's Property Disclosure Statement, May 2025
Page 2 of 7

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- 100 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 101 Added into Walls when renovations impacted them anyway (e.g. much of family room,
 102 behind sink in upstairs bathroom)
 103
- 104 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 105 Screens, Slabs, Driveways, Sidewalks, Fences)
 106 Front Door Replaced around 2021, Back door replaced a few years later
 107 Side Fences belong to neighbors. Back fence installed 2023.
 108
- 109 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks),
 110 Water softener across from furnace had been leaking;
 111 removed in March 2026.
 112
- 113 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 114 Cracks in foundation and drywall were patched in March
 115 2026 (2026) by Pro Seal.
 116
- 117 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 118 Roof has been evaluated after hail storms several times
 119 and did not need repair or replacement. Was last replaced
 120 around 2002.
 121
- 122 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
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 124
 125 a. Private well
 126
 127
 128
 129 b. Public or community water systems
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 131
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- 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 Deck leaks into shed, causing damage to wood floors in
 137 shed. Sprinklers & Landscaping done approx. 20 years ago.
 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:
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- 146 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 147 required permit) We assume our contractors filed appropriate paperwork if needed.
 148
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- 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):
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 Owner's Property Disclosure Statement, May 2025
 Page 3 of 7

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17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the immediate area:
During landscaping, negative drainage was mitigated as much as possible. French drain on west side was here when we bought house.
18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been used as a clandestine methamphetamine or fentanyl drug lab and ☐ has ☒ has not been contaminated from the consumption of methamphetamine or or fentanyl. If the Property has been used as a clandestine methamphetamine or or fentanyl drug lab or contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of methamphetamine or fentanyl.
20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property ☒ has ☐ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment. *Radon testing conducted before we moved in. It was fine.*
21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner ☐ has ☐ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and records concerning that knowledge.
22. 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.
23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:

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

- ☐ Asbestos.
- ☐ Noxious weeds.
- ☐ Pests, rodents.
- ☒ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or treated, attach documentation.) *Was treated by a previous owner & by us pre-2015*
- ☐ Common walls, fences and driveways that may have any effect on the Property.
- ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
- ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or HOA and HOA architectural committee permission.
- ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.
- ☐ Health department or other governmental licensing, compliance or issues.

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 Owner's Property Disclosure Statement, May 2025
 Page 4 of 7

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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 or work conducted by Seller in or around any natural bodies of water.
12. ☐ Settling, slippage, sliding or other soil problems.
13. ☒ Flooding, draining, grading problems, or French drains. *see 17: SOILS*
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, transfer fees, initiation fees, 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 below including environmental issues, structural system issues, mechanical issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.

Additional details:

Due to crack in foundation and in dry wall in the living room, we hired a structural engineer. His evaluation is available, and we patched the cracks (done by Pro Seal). The basement plumbing in the bathroom has backed up several times over the years, the last time in 2025. An external sewer line access point was installed around 2010. We recommended yearly maintenance to cut through roots that grow into sewer line. The deck drains rain water and melting snow into the garden ~~and~~ shed below it. We have twice (2004 and 2017) tried to seal it, unsuccessfully. (We store objects that are not affected by water or use tarps to keep things dry).

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Owner's Property Disclosure Statement, May 2025
Page 5 of 7

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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.

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297
298 Owner Matt McMullen Date May 24, 2026
299
300 Owner Michele McMullen Date May 24, 2026
Michele McMullen

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 2218 Fairway Drive Billings MT 59102
COUNTRY CLUB HEIGHTS SUBD, S26, T01 N, R25 E, BLOCK 5, Lot 17

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