

MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT



1 Date: 4/30/26

2  
3 Property: 3747 Cupid Dr. , Helena, MT 59602

4 Seller(s): Alana Lake

5 Seller Agent: Sarah Bauer

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  
35 Seller Agent Signature: Sarah M. Bauer

36 Sarah Bauer

37 Dated: 4/30/26

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



1 Date: 29 Apr 26

2  
3 The undersigned Owner is the owner of certain real property located at 3747 Cupid Dr.  
4 \_\_\_\_\_, in the City of \_\_\_\_\_  
5 County of Lewis and Clark, Montana, which real property is legally described as:  
6 Heartland Estates, S11, T10N, R03W, Lot 3, COS #3034153  
7 \_\_\_\_\_  
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.

16  
17 **OWNER'S DISCLOSURE**

- 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

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

AMC / \_\_\_\_\_  
Owner's Initials

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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)

NIA

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 softener leased - \$34/mth

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

NIA

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

a. Faucets, fixtures, etc.

NIA

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

septic pumped - Apr 2025

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

yes

Date Septic System was last pumped?

Apr 2025

d. Public Sewer Systems (Clogging and Backing Up)

NIA

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)

NIA

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)

NIA

\_\_\_\_\_  
Buyer's or Lessee's Initials

AMC / \_\_\_\_\_  
Owner's Initials

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

2 N/A

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

7 N/A

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

11 N/A

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

15 N/A

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

19 N/A

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

26 a. Private well

30 b. Public or community water systems

31 community - \$55/mth

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

37 N/A

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

44 N/A

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

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

54 N/A

Buyer's or Lessee's Initials

Owner's Initials

57 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the  
58 immediate area:

59 NIA  
60  
61

62 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

63 NIA  
64  
65

66 19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best  
67 of Owner's knowledge that the Property  has  has not been used as a clandestine methamphetamine or  
68 fentanyl drug lab and  has  has not been contaminated from the consumption of methamphetamine or  
69 fentanyl. If the Property has been used as a clandestine methamphetamine or or fentanyl drug lab or  
70 contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana  
71 Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other  
72 information that may be required under Montana law concerning the use of the Property as a clandestine  
73 methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of  
74 methamphetamine or fentanyl.  
75

76 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner  
77 represents that to the best of Owner's knowledge the Property  has  has not been tested for radon gas  
78 and/or radon progeny and the Property  has  has not received mitigation or treatment for the same. If the  
79 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any  
80 evidence of mitigation or treatment.  
81

82 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner  
83  has  has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has  
84 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports  
85 and records concerning that knowledge.  
86

87 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner  
88 represents to the best of Owner's knowledge that the Property  has  has not been tested for mold and that  
89 the Property  has  has not received mitigation or treatment for mold. If the Property has been tested for  
90 mold or has received mitigation or treatment for mold, attached are any documents or other information that may  
91 be required under Montana law concerning such testing, treatment or mitigation.  
92

93 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or  
94 chemical storage tanks, asbestos, or contaminated soil or water:

95 NIA  
96  
97

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

- 100 1.  Asbestos.
- 101 2.  Noxious weeds.
- 102 3.  Pests, rodents.
- 103 4.  Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or  
104 treated, attach documentation.)
- 105 5.  Common walls, fences and driveways that may have any effect on the Property.
- 106 6.  Encroachments, easements, or similar matters that may affect your interest in the Property.
- 107 7.  Room additions, structural modifications, or other alterations or repairs made without necessary permits or  
108 HOA and HOA architectural committee permission.
- 109 8.  Room additions, structural modifications, or other alterations or repairs not in compliance with building  
110 codes.
- 111 9.  Health department or other governmental licensing, compliance or issues.

\_\_\_\_\_/\_\_\_\_\_  
Buyer's or Lessee's Initials

AMC / \_\_\_\_\_  
Owner's Initials

- 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.
- 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:

- radon has not been tested / future testing is responsibility of the buyer

- Upgrades in 2025 -

- new washer / dryer
- new quartz countertops
- new flooring in bedrooms
- new baseboard + trim throughout interior
- new exterior trim paint

\_\_\_\_\_/\_\_\_\_\_  
Buyer's or Lessee's Initials

AML / \_\_\_\_\_  
Owner's Initials



202 BUYER'S ACKNOWLEDGEMENT  
203

204 Subject Property Address: **3747 Cupid Dr. , Helena, MT 59602**  
205 \_\_\_\_\_  
206 \_\_\_\_\_  
207

208 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the  
209 Property that are known to the Owner. **The disclosure statement does not provide any representations or**  
210 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**  
211 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**  
212

213 Buyer further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure  
214 Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than  
215 what could be obtained by the Buyer's careful inspection.  
216

217 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for  
218 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.  
219 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**  
220 **condition of the Property in lieu of other inspections, reports or advice.**  
221

222 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.  
223

224 \_\_\_\_\_  
225 Buyer's/Lessee's Signature

\_\_\_\_\_  
Date

226 \_\_\_\_\_  
227 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