

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 08/22/2025

2
3 Property: 45 Wild Rye Place Three Forks MT 59752

4 Seller(s): Damen L Turnquist Faith G Niles

5 Seller Agent: Kristiene Ludricks

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 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
- 10 • 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.
- 11
- 12
- 13
- 14

15 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:

- 16 (i) about adverse material facts that concern the Property or
- 17 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern the Property
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
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29 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.

34 Seller Agent Signature:  
35 Kristiene Ludricks/Christie Whitman

36 Dated: 08/22/25

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

39 Buyer Agent: _____

40 Buyer Agent Signature: _____

41 Dated: _____

42 Buyer Signature: _____

43 Dated: _____

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



1 Date: 08/22/2025

2
3 The undersigned Owner is the owner of certain real property located at _____
4 45 Wild Rye Place, in the City of Three Forks,
5 County of Broadwater, Montana, which real property is legally described as:
6 PRICE HILLS MAJOR SUB AKA THE VILLAGE AT ELK RIDGE MAJOR SUB, S04, T02 N, R01 E, Lot 88, ACRES
7 1.04, PLAT 2-232
8 PRICE HILLS MAJOR SUB AKA THE VILLAGE AT ELK RIDGE MAJOR SUB, S04, T02 N, R01 E, Lot 87, ACRES
9 1.01, PLAT 2-232

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

OWNER'S DISCLOSURE

- 15
- 16
- 17
- 18 Owner has never occupied the Property.
- 19 Owner has not occupied the Property since _____ (date).
- 20

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

25
26 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**
27 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**
28 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**
29 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to
30 closing on the purchase of the Property.

31
32 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate
33 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of
34 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay
35 Buyer may withdraw or rescind any contract to purchase the Property without penalty.

36
37 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
38 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
39 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
40 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
41 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
42 failure of the Owner to disclose any adverse material facts known to the Owner.

43
44 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized
45 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement
46 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, April 2024
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Owner's Initials

47 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
48

49 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
50 Freezer, Washer, Dryer)
51 _____
52 _____
53

54 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
55 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
56 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
57 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
58 _____
59 _____
60

61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
62 Overloads, or known information concerning utility connections)
63 _____
64 _____
65

66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
67 a. Faucets, fixtures, etc.
68 _____
69 _____
70

71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
72 Tanks, and Cesspools)
73 _____
74 _____
75

76 c. Septic Systems permit in compliance with existing use of Property
77 _____
78 _____
79

80 Date Septic System was last pumped?
81 _____

May 7th, 2024

82 _____
83 _____
84 d. Public Sewer Systems (Clogging and Backing Up)
85 _____
86 _____
87

88 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
89 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
90 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____
91 _____
92 _____
93

94 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
95 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
96 _____
97 _____
98

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

_____/_____
Buyer's or Lessee's Initials

FW / *DT*
Owner's Initials

102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
103 Screens, Slabs, Driveways, Sidewalks, Fences)
104

105 _____
106 _____

107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
108

109 _____
110 _____

111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
112

113 _____
114 _____

115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
116

117 _____
118 _____

119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
120

121 _____
122 _____

123 a. Private well

124 _____
125 _____

126 b. Public or community water systems

127 _____
128 _____

129 _____
130 _____

131 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
132 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
133 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
134

135 _____
136 _____

137 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
138 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
139 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
140 area:
141

142 _____
143 _____

144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
145 required permit)
146

147 _____
148 _____

148 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
149 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
150 the Seller's ability to transfer the Property):
151

152 _____
153 _____

_____/_____
Buyer's or Lessee's Initials

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Owner's Initials

154 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
155 immediate area:
156

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

163 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
164 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
165 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
166 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
167 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
168 Disclosure Notice" and provide any documents or other information that may be required under Montana law
169 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
170 Property from smoke from the use of Methamphetamine.
171

172 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
173 represents that to the best of Owner's knowledge the Property has has not been tested for radon gas
174 and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the
175 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
176 evidence of mitigation or treatment.
177

178 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
179 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
180 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
181 and records concerning that knowledge.
182

183 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
184 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
185 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
186 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
187 be required under Montana law concerning such testing, treatment or mitigation.
188

189 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or
190 chemical storage tanks, asbestos, or contaminated soil or water:
191 _____
192 _____
193

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

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

_____/_____
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2024
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Owner's Initials

298

BUYER'S ACKNOWLEDGEMENT

299

300

Subject Property Address: 45 Wild Rye Place Three Forks MT 59752

301

PRICE HILLS MAJOR SUB AKA THE VILLAGE AT ELK RIDGE MAJOR SUB, S04, T02 N, R01 E, Lot 88, ACRES
1.04, PLAT 2-232

302

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1.01, PLAT 2-232

303

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.**

304

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.

305

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.**

306

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

307

308

Buyer's/Lessee's Signature _____ Date _____

309

Buyer's/Lessee's Signature _____ Date _____

310

Buyer's/Lessee's Signature _____ Date _____

311

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.