

(LAND) SELLER'S PROPERTY DISCLOSURE STATEMENT
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 The undersigned Seller, having entered into a listing with Walden Properties
2 as Broker, dated April 21, 2007, and involving certain real property located at
3 Stallion Ridge Ranch Lot in the City of Helena,
4 County of Lewis and Clark, Montana, which real property is legally described as
5 To be provided
6 _____
7 _____
8 _____

9 _____ (the Property). Seller executes this
10 Disclosure Statement, in order to assist the Broker in disclosing all Adverse Material Facts which concern
11 the property to prospective purchasers. Adverse Material Facts are those which materially affect the value,
12 the structural integrity or present a documented health risk to occupants of the property. The Disclosure
13 Statement is intended to serve as a guide to the Seller in considering the condition of the property and to
14 provide a medium for the disclosure of Adverse Material Facts concerning the property. This Disclosure
15 is not intended to serve as a representation about the condition of the property or any fixture or item of
16 personal property listed herein, unless information concerning it is provided by the Seller.

17 **THIS INFORMATION IS A DISCLOSURE BY THE SELLER OF ADVERSE MATERIAL FACTS**
18 **CONCERNING THE PROPERTY AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND**
19 **BY THE SELLER, THE BROKER OR SALESPERSONS AND IS NOT A SUBSTITUTE FOR ANY**
20 **INSPECTIONS THE BUYER MAY WISH TO OBTAIN.**

I.
SELLER'S INSTRUCTIONS

25 This Disclosure Statement is intended to be prepared by the Seller and should not be prepared by the
26 Broker/Salespersons. The Seller should consider the property, fixtures or items personal property that may
27 be present on the property to be sold, and note, in the spaces provided the existence and nature of any
28 Adverse Material Facts, concerning each item. The Seller understands that the information provided herein
29 is intended to be provided to prospective purchasers of the property and that any inaccurate or false
30 information may form the basis for a claim by a Buyer against the Seller.

II.
SELLER'S DISCLOSURE

35 The Seller declares that the Seller has prepared this Disclosure Statement and any attachments thereto
36 and to the best of the Seller's knowledge and belief, the Disclosure Statement and attachments are true,
37 correct, and complete. Seller hereby authorizes the Broker to provide a copy of this Statement to any
38 person or entity in connection with any actual or anticipated sale of the property. Seller further agrees to
39 hold the Broker harmless from all claims for damages based upon the disclosures made in this Disclosure
40 Statement along with the failure of the Seller to disclose all Adverse Material Facts.

42 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER AND ARE NOT THE
43 REPRESENTATIONS OF THE BROKERS OR THE SALESPERSONS. THIS INFORMATION IS A
44 DISCLOSURE ONLY AND IS NOT A WARRANTY, INDUCEMENT, NOR CONTRACT BETWEEN SELLER
45 AND BUYER.

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Buyer's Initials

AW
Seller's Initials

48 Please use the spaces provided to describe any **Adverse Material Facts** affecting the property and
49 concerning the matters noted below or other matters. If the space provided is inadequate, please attach
50 additional sheets.

51
52 Easements (written or unwritten): Riding easements exist throughout the
53 subdivision. See final plat for location of all easements.

54 Boundaries or Property Lines: _____
55 _____

56 Encroachments or similar matters that may affect your interest in the subject property including but not
57 limited to buildings, fences, etc.: _____
58 _____

59 Access to the property: _____
60 _____

61 Settling, slippage, sliding or other soil problems: _____
62 _____

63 Flooding, drainage or grading problems: _____
64 _____

65 Location of the property in a flood plain, shoreline master plan, wetland or other environmentally sensitive
66 area: _____
67 _____

68 Water rights and private wells: All lots have private wells. There are restrictions
69 as to where you may drill a well. See final plat documentation.

70 Restrictive Covenants and Deed restrictions: See CC&R's
71 _____

72 Septic system approval or existing septic system: All lots will require individual septic
73 systems. Location, sizing & type are pre-determined. See final plat documentation.

74 Major damage to the property from fire, earthquakes, floods, slides, etc: _____
75 _____

76 Zoning violations, non-conforming uses: _____
77 _____

78 Neighborhood noise problems or other nuisances: _____
79 _____

80 Property Owner's association obligations (dues, lawsuits, etc.): The Homeowner's Association
81 is responsible for street maintenance and snow removal.

82 Notice of abatement or citations against the property: _____
83 _____

84 Lawsuits against the Seller threatening or affecting the real property: _____
85 _____

86 Waste dump or disposal or landfill or commercial use in the vicinity of the property which causes smoke,
87 smell, noise or other pollution: _____
88 _____

89 Street or utility improvement planned that may affect or be assessed against the property: _____
90 _____

91 Zoning or land use change planned or being considered by the city or county: _____
92 _____

93 Proposed increase in tax assessment value or property owner's association dues for the property: _____
94 _____

95 Underground storage tanks or class II injection wells: _____
96 _____

97 Property leases, crop shares, mineral or hydrocarbon leases or other such agreements: _____
98 _____

99 Mineral or hydrocarbon reservations: _____
100 _____

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Buyer's Initials

 DW
Seller's Initials

101 Conservation Easements (existing or proposed): _____

102 _____

103 Landfill (compacted or otherwise) on the property or any portion thereof: _____

104 _____

105 Environmental issues affecting the property: Park Creek is protected by a common

106 easement. There are native Indian burial grounds within Park Creek easement

107 Noxious Weeds: A five year weed program has been established. Each

108 individual homeowner is responsible for weed abatement on their parcel.

109 Airport affected area: _____

110 Other matters: _____

111 _____

112 _____

113 _____

114 _____

115 _____

116 _____

117 _____

118 Seller certifies that the information herein is true, correct and complete to the best of the Seller's knowledge

119 and belief as of the date signed by Seller.

120 _____

121 Seller *Michael Walden* Date April 21, 2007

122 Stallion Ridge Ranch LLC

123 Seller _____ Date _____

124 _____

125 _____

BUYER'S ACKNOWLEDGMENT

126 _____

127 Subject Property Address: Stallion Ridge Ranch Lot, Helena, MT 59602

128 _____

129 _____

130 BUYER(S) UNDERSTAND THAT THE FOREGOING DISCLOSURE STATEMENT SETS FORTH ONLY

131 THOSE ITEMS WHICH THE SELLER HAS DETERMINED TO BE ADVERSE MATERIAL FACTS. THE

132 DISCLOSURE STATEMENT DOES NOT PROVIDE ANY GENERAL REPRESENTATIONS CONCERNING

133 THE STATUS OF THE PROPERTY, NOR DOES THE FACT THIS DISCLOSURE STATEMENT FAILS

134 TO NOTE AN ADVERSE MATERIAL FACT CONCERNING A PARTICULAR FEATURE, FIXTURE OR

135 COMPONENT IMPLY THAT THE SAME IS FREE OF DEFECTS. BUYER(S) MAY WISH TO OBTAIN

136 PROFESSIONAL ADVICE, INSPECTIONS OR BOTH OF THE PROPERTY AND TO PROVIDE FOR

137 APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH

138 RESPECT TO ANY ADVICE, INSPECTIONS OR DEFECTS. BUYER(S) ARE NOT RELYING UPON THIS

139 PROPERTY DISCLOSURE STATEMENT FOR BUYER(S)' DETERMINATION OF THE OVERALL

140 CONDITION OF THE PROPERTY IN LIEU OF OTHER INSPECTIONS REPORTS OR ADVICE.

141 _____

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

143 _____

144 Buyer _____ Date _____

145 _____

146 Buyer _____ Date _____

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

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Buyer's Initials

AW
Seller's Initials