



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: **August 12, 2025**

2

3 Property: **206 Lupfer Ave STE 102, Whitefish, MT 59937**

4 Seller(s): **Fifty Mountain LLC**

5 Seller Agent: **Heidi Santone, Wayne Heaton**

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
10 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements
11 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 (Commercial) that
16 has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement
18 (Commercial), **except as set forth below**, the 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

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30 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,
31 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by
32 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property
33 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to
34 any advice, inspections or defects.

35

36 Seller Agent Signature: *Heidi Santone*

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Wayne Heaton

08/16/25

37 **Heidi Santone, Wayne Heaton**

38 Dated: 08/16/2025

39

40 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement (Commercial).

41

42 Buyer Agent: _____

43

44 Buyer Agent Signature: _____

45

46 Dated: _____

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48 Buyer Signature: _____

49

Dated: _____

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



1 Date: **August 14, 2025**

2
3 The undersigned Owner is the owner of certain real property located at **206 Lupfer Ave STE 102**
4 _____, in the City of **Whitefish**,
5 County of **Flathead**, Montana, which real property is legally described as:
6 **LOT 1 OF THE AMENDED PLAT OF LOTS 1-6, BLOCK 42 OF WHITEFISH, ACCORDING TO THE MAP OR PLAT THEREOF ON**
7 **FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.**
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. Montana law defines an adverse material fact as a fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.
15

OWNER'S DISCLOSURE

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

21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and
24 hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless
25 from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the
26 Owner to disclose any adverse material facts known to the Owner.
27

28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above
29 date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and**
30 **buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**
31

32 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
33

34 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
35 Freezer, Washer, Dryer)
36 _____
37 _____
38

39 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater,
40 Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound
41 systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door
42 Openers, and Security Gates)
43 _____
44 _____

Buyer's or Lessee's Initials

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- 45 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
 46 Overloads, or known information concerning utility connections)
 47 _____
 48 _____
 49 _____
- 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 51 a. Faucets, fixtures, etc.
 52 _____
 53 _____
 54 _____
- 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 56 Tanks, Grease Traps, Oil/Water Separators and Cesspools)
 57 _____
 58 _____
 59 _____
- 60 c. Septic Systems permit in compliance with existing use of Property
 61 _____
 62 _____
 63 _____
- 64 Date Septic System was last pumped? _____
 65 _____
- 66 d. Public Sewer Systems (Clogging and Backing Up)
 67 _____
 68 _____
 69 _____
- 70 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 71 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 72 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks) _____
 73 _____
 74 _____
 75 _____
- 76 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 77 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 78 _____
 79 _____
 80 _____
- 81 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 82 _____
 83 _____
 84 _____
- 85 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 86 Screens, Slabs, Driveways, Sidewalks, Fences)
 87 Mortar and a few bricks on Limited Common Area patio are showing wear and need repair.
 88 _____
 89 _____
 90 _____
 91 _____
 92 _____
 93 _____
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 95 _____
 96 _____
 97 _____
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 99 _____
 100 _____

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- 101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 102 _____
 103 _____
 104 _____
 105 _____
 106 _____
 107 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 108 _____
 109 _____
 110 _____
 111 a. Private well
 112 _____
 113 _____
 114 _____
 115 b. Public or community water systems
 116 _____
 117 _____
 118 _____
 119 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
 120 or un-landscaped yard)
 121 _____
 122 _____
 123 _____
 124 14. NUISANCE/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the
 125 vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance
 126 or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:
 127 _____
 128 _____
 129 _____
 130 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any
 131 required permit)
 132 _____
 133 _____
 134 _____
 135 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements
 136 and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's
 137 ability to transfer the Property)
 138 _____
 139 _____
 140 _____
 141 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
 142 immediate area:
 143 _____
 144 _____
 145 _____
 146 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 147 _____
 148 _____

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- 149 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 150 knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab and
 151 ☐ has ☒ has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
 152 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine,
 153 Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and
 154 provide any documents or other information that may be required under Montana law concerning the use of the
 155 Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the use
 156 of Methamphetamine.
 157
- 158 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
 159 that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon
 160 progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has
 161 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
 162 or treatment.
 163
- 164 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 165 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 166 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 167 and records concerning that knowledge.
 168
- 169 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 170 represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that
 171 the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold
 172 or has received mitigation or treatment for mold, attached are any documents or other information that may be
 173 required under Montana law concerning such testing, treatment or mitigation.
 174
- 175 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical
 176 storage tanks, asbestos, or contaminated soil or water:
 177

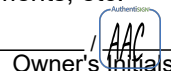
180 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
 181 **details below.**

- 182 1. ☐ Asbestos.
 183 2. ☐ Noxious weeds.
 184 3. ☐ Pests, rodents.
 185 4. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
 186 treated, attach documentation.)
 187 5. ☐ Common walls, fences and driveways that may have any effect on the Property.
 188 6. ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
 189 7. ☐ Building additions, structural modifications, or other alterations or repairs made without necessary permits
 190 or association and architectural committee permission.
 191 8. ☐ Building additions, structural modifications, or other alterations or repairs not in compliance with building codes.
 192 9. ☐ Health department or other governmental licensing, compliance or issues.
 193 10. ☐ Landfill (compacted or otherwise) on the Property or any portion thereof.
 194 11. ☐ Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
 195 conducted by Seller in or around any natural bodies of water.
 196 12. ☐ Settling, slippage, sliding or other soil problems.
 197 13. ☐ Flooding, draining, grading problems, or French drains.
 198 14. ☐ Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
 199 15. ☐ Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
 200 smell, noise or other pollution.
 201 16. ☐ Hazardous or Environmental Waste: Underground storage tanks or sump pits.
 202 17. ☐ Neighborhood noise problems or other nuisances.
 203 18. ☐ Violations of deed restrictions, restrictive covenants or other such obligations.
 204 19. ☐ Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.

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- 205 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
206 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
207 22. ☒ Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
208 23. ☒ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
209 24. ☐ "Common area" problems.
210 25. ☐ Tenant problems, defaults or other tenant issues.
211 26. ☐ Notices of abatement or citations against the Property.
212 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
213 28. ☐ Airport affected area.
214 29. ☐ Animal damage.
215 30. ☐ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
216 or reservations.
217 31. ☐ Environmental Phase I, II or III and any environmental reports or remediation records or known
218 Environmental conditions
219 32. ☐ Railroad leases affecting the Property.
220 33. ☐ Other matters as set forth below including environmental issues, structural system issues, mechanical
221 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
222 concerning the Property.
223

224 Additional details:

225 **Property Tax Notice:** Starting in tax year 2026, Montana laws (HB 231 & SB 542) will increase taxes on non owner occupied
226 residential properties (e.g., second homes and short term rentals) and commercial properties. Buyers should understand that current
227 tax assessments may change with new ownership depending on factors such as owner occupancy, rental rates for investment
228 properties, or other criteria outlined in state law. Buyers are encouraged to contact the county assessor with specific questions or
229 consult a tax advisor or real estate attorney to understand potential impacts.

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271 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief
272 as of the date signed by Owner.

273 _____
274  Morgan Cawdrey 08/15/2025
275 Owner's Signature **Fifty Mountain LLC** Date

276 _____
277  Avis Cawdrey 08/15/2025
278 Owner's Signature Date

279 _____
280 _____

281 **BUYER'S/LESSEE'S ACKNOWLEDGEMENT**

282 _____
283 Subject Property Address: _____
284 _____
285 _____
286 _____

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

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

296 _____
297 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

298 _____
299 _____
300 Buyer's/Lessee's Signature Date

301 _____
302 _____
303 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.