

MOLD DISCLOSURE



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 04/19/2024

2

3 Property Address: 37394 Kings Point Rd Polson MT

4

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth
7 may be available from your county extension agent or health department. Certain strains of mold may cause damage to
8 property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye,
9 nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune
10 systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.
11 However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of
12 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link
13 between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot
14 and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold
15 problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent,
16 or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager
17 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation
18 or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or
19 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

20

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the
22 building or buildings on the property have mold present in them. This disclosure is made in recognition that all
23 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or
24 spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property,
25 as such a determination may only be made by a qualified inspector.

26

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of
29 any subsequent mitigation or treatment.

30	<u>Doug Campbell Trustee</u>	<u>04/16/2024</u>	<u>Scott Hollinger</u>	<u>04/16/2024</u>
31				
32	Seller/Landlord	Date	Seller's Agent/Property Manager	Date
33	Doug Campbell Trustee		Scott Hollinger	

34	_____	_____	_____	_____
35	Seller/Landlord	Date	Seller's Agent/Property Manager	Date
36				

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this
38 Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned
39 Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem
40 exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's
41 Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based
42 on the presence of or propensity for mold in the property.

43	_____	_____	_____	_____
44				
45	Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	Date
46	_____	_____	_____	_____
47				
48	Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	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 holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 04/19/2024
 2
 3 Property: 37394 Kings Point Rd Polson MT
 4 Seller(s): Hope M. Campbell Living Trust
 5 Seller Agent: Scott Hollinger
 6

7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

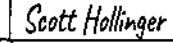
- 8
- 9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to the seller agent, except that the seller agent is not required to inspect the property or verify any statements made by the seller; and
- 10 • disclose to a buyer or the buyer agent 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), if one has been made available to the Seller Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement, **except as set forth below**, the Seller Agent has no personal knowledge:

- 16
- 17
- 18
- 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 the Property
- 21

22 Improvements are located on the boulevard, septic is old location not known

23
24
25
26
27
28
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
35 Seller Agent Signature: 
36 Scott Hollinger

37 Dated: 04/16/2024

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 (LAND) MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: 04/19/2024

2
3 The undersigned Owner is the owner of certain real property located at _____
4 37394 Kings Point Rd, in the City of Polson,
5 County of Lake, Montana, which real property is legally described as:
6 SAFETY BAY VILLA SITE, BLOCK 016, Lot 8D
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. 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 been to the Property.
19 Owner has not been to the Property since April 12, 2024 (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
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
26 failure of the 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
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between
30 Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to
31 obtain.**
32

33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
34

35 Easements (written or unwritten):
36 _____
37 _____
38

39 Boundaries or property lines:
40 _____
41 _____
42

43 Encroachments or similar matters that may affect your interest in the subject Property including but not
44 limited to buildings, fences, etc.:
45 _____
46 _____
47

48 Access to the Property:
49 _____
50 _____

_____/_____
Buyer's or Lessee's Initials

© 2021 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Land), October 2021
Page 1 of 5

(DC) / _____
Owner's Initials

51 Settling, slippage, sliding or other soil problems:

52 _____
53 _____
54 _____

55 Flooding, drainage or grading problems:

56 _____
57 _____
58 _____

59 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or
60 work conducted by Seller in or around any natural bodies of water:

61 _____
62 _____
63 _____

64 a. Water rights and private wells:

65 _____
66 _____
67 _____

68 b. Public or Community water systems:

69 _____
70 _____
71 _____

72 Restrictive Covenants and Deed restrictions:

73 _____
74 _____
75 _____

76 Septic system approval or existing septic system:

77 Existing septic is old and no records of location is known.

78 _____
79 _____

80 Major damage to the Property from fire, earthquakes, floods, slides, etc.:

81 _____
82 _____
83 _____

84 Zoning or Historic District violations, non-conforming uses:

85 _____
86 _____
87 _____

88 Neighborhood noise problems or other nuisances:

89 _____
90 _____
91 _____

92 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):

93 _____
94 _____
95 _____

96 Notice of abatement or citations against the Property:

97 _____
98 _____
99 _____

100 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:

101 _____
102 _____
103 _____

104 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
105 which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

106 _____

_____/_____
Buyer's or Lessee's Initials

DC / _____
Owner's Initials

- 107 Street or utility improvement planned that may affect or be assessed against the Property:
- 108 _____
- 109 _____
- 110 _____
- 111 Zoning or land use change planned or being considered by the city or county:
- 112 _____
- 113 _____
- 114 _____
- 115 Proposed increase in tax assessment value or property owner's association dues for the Property:
- 116 _____
- 117 _____
- 118 _____
- 119 Underground storage tanks or class II injection wells:
- 120 _____
- 121 _____
- 122 _____
- 123 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
- 124 reservations:
- 125 _____
- 126 _____
- 127 _____
- 128 Conservation Easements (existing or proposed):
- 129 _____
- 130 _____
- 131 _____
- 132 Landfill (compacted or otherwise) on the Property or any portion thereof:
- 133 _____
- 134 _____
- 135 _____
- 136 Environmental issues affecting the Property:
- 137 _____
- 138 _____
- 139 _____
- 140 Pests, rodents:
- 141 _____
- 142 _____
- 143 _____
- 144 Noxious Weeds:
- 145 _____
- 146 _____
- 147 _____
- 148 Airport affected area:
- 149 _____
- 150 _____
- 151 _____
- 152 Other matters as set forth below.
- 153 Improvements are located on "Lakeshore Boulevard/Villa Strip."
- 154 _____
- 155 _____
- 156 _____
- 157 _____
- 158 _____
- 159 _____
- 99 _____

_____/_____
Buyer's or Lessee's Initials

DC / _____
Owner's Initials

100
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198

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

201
202 Owner ^{Authentic} Doug Campbell Trustee Doug Campbell Trustee Date 04/16/2024
203
204 Owner _____ Date _____

_____/_____
Buyer's or Lessee's Initials

205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 37394 Kings Point Rd Polson MT
SAFETY BAY VILLA SITE, BLOCK 016, Lot 8D

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(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.