

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



Date: 01/02/2026

The undersigned Owner is the owner of certain real property located at 1063 Harmony Court, in the City of Kalispell,  
County of Flathead, Montana, which real property is legally described as:  
**LOT 4B OF HARMONY COURT SUBDIVISION S34-T29N-R21W**

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

OWNER'S DISCLOSURE

- ☐ Owner has never occupied the Property.  
☐ Owner has not occupied the Property since \_\_\_\_\_ (date).

Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to investigate the Property in preparing this Disclosure Statement. 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.

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

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

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

This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

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

© 2024 Montana Association of REALTORS®  
Owner's Property Disclosure Statement, April 2024  
Page 1 of 7

RS / JS  
Owner's Initials



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

48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101

1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer)

Don't have dishwasher. Some dents in fridge door. All else in good condition.

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)

NKD

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

NKD

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

a. Faucets, fixtures, etc.

NKD

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

NKD

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

yes

Date Septic System was last pumped?

All connected to city

d. Public Sewer Systems (Clogging and Backing Up)

No

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)

New furnace installation last winter 2024

NKD no propane / no solar

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)

NKD no wood stove / fireplace

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

NKD

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

© 2024 Montana Association of REALTORS®  
Owner's Property Disclosure Statement, April 2024  
Page 2 of 7

HS / JS  
Owner's Initials



- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
103 Screens, Slabs, Driveways, Sidewalks, Fences) NKD  
104  
105  
106  
107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)  
108 NKD  
109  
110  
111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking) NKD  
112  
113  
114  
115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
116 New roof installed 2022  
117  
118  
119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
120 NKD & City water  
121  
122  
123 a. Private well no  
124  
125  
126  
127 b. Public or community water systems  
128 yes  
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 no  
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 no  
142  
143  
144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a  
145 required permit) no  
146  
147  
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 no  
152  
153

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

© 2024 Montana Association of REALTORS®  
Owner's Property Disclosure Statement, April 2024  
Page 3 of 7

JS JS  
Owner's Initials



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

In the front water settles due to drainage in rain and melted snow.

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

none

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

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

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

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

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

It's been tested in 2020 when we moved in.

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

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

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

© 2024 Montana Association of REALTORS®  
Owner's Property Disclosure Statement, April 2024  
Page 4 of 7

HS / JS  
Owner's Initials







263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297

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

Owner	<u>Jessica Schelling</u>	Jessica Schelling	Date	<u>January 3, 26</u>
Owner	<u>Ryan Schelling</u>	Ryan Schelling	Date	<u>January 3, 26</u>

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