

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 02/27/2026
2
3 Property: 398 Elk Park Road Columbia Falls MT 59912
4 Seller(s): Gary L Nevins & Joann C Nevins
5 Seller Agent: Dane B Hollinger
6

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

- 8 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
9 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
10 statements made by the seller; and
11 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
12 information regarding adverse material facts that concern the property.
13

14
15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been
16 completed and signed by the Seller(s) as required by Montana law. Regardless of what the Seller(s) has/have
17 provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below**, the
18 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

22 **None Known.**
23
24
25
26
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28

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

34
35 Seller Agent Signature: 
36 Dane B Hollinger

37 Dated: 02/27/24
38

39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40 Buyer Agent: _____
41

42 Buyer Agent Signature: _____
43

44 Dated: _____
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46 Buyer Signature: _____
47

48 Dated: _____
49



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



1 Date: 02/27/2026

2
3 The undersigned Owner is the owner of certain real property located at _____
4 398 Elk Park Road, in the City of Columbia Falls,
5 County of Flathead, Montana, which real property is legally described as:
6 S04, T29 N, R20 W, ACRES 2.36, TR 6CA IN SW4SE4 (EX R/W)
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 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.
15

16 **OWNER'S DISCLOSURE**

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
Page 1 of 7

Jan Jan
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 None known
 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 None known.
 59 _____
 60
 61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
 62 Overloads, or known information concerning utility connections)
 63 None known.
 64 _____
 65
 66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 67 a. Faucets, fixtures, etc.
 68 None known
 69 _____
 70
 71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 72 Tanks, and Cesspools)
 73 New system in 2024.
 74 _____
 75
 76 c. Septic Systems permit in compliance with existing use of Property
 77 Yes.
 78 _____
 79
 80 Date Septic System was last pumped?
 81 New system.
 82 _____
 83
 84 d. Public Sewer Systems (Clogging and Backing Up)
 85 None
 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 None known.
 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 None known.
 97 _____
 98
 99 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 100 None known
 101 _____

 Buyer's or Lessee's Initials

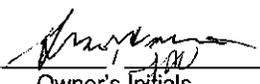
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 Page 2 of 7

Dane Hollinger
 21 JCO
 Owner's Initials

- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 103 Screens, Slabs, Driveways, Sidewalks, Fences)
 104 None known.
 105 _____
 106 _____
- 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 108 None known
 109 _____
 110 _____
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 None known
 113 _____
 114 _____
- 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 116 Replaced in 2025. Leak caused damage but repaired when
 117 roof was replaced.
 118 _____
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 120 None known
 121 _____
 122 _____
- 123 a. Private well
 124 None known.
 125 _____
 126 _____
- 127 b. Public or community water systems
 128 N/A
 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 None known
 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 None known
 142 _____
 143 _____
- 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 145 required permit) None known
 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 None known
 152 _____
 153 _____

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 Owner's Property Disclosure Statement, April 2024
 Page 3 of 7


 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 None known

158
159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

160 None

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 None known

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.

Jim Martin

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Owner's Property Disclosure Statement, April 2024
Page 4 of 7

Owner's Initials

- 208 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 209 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 210 conducted by Seller in or around any natural bodies of water.
- 211 12. Settling, slippage, sliding or other soil problems.
- 212 13. Flooding, draining, grading problems, or French drains.
- 213 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 214 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 215 smell, noise or other pollution.
- 216 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 217 17. Neighborhood noise problems or other nuisances.
- 218 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 219 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 220 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 221 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 222 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 223 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 224 24. "Common area" problems.
- 225 25. Tenant problems, defaults or other tenant issues.
- 226 26. Notices of abatement or citations against the Property.
- 227 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 228 Property.
- 229 28. Airport affected area.
- 230 29. Pet damage
- 231 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 232 or reservations.
- 233 31. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 234 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 235 concerning the Property.

236
237 Additional details:

238 _____

239 _____

240 _____

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_____/_____
Buyer's or Lessee's Initials

[Signature]

Owner's Initials

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Lined area for text entry, currently blank.

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.

292
293
294
295 Owner *[Signature]* Gary L Nevins Date 02/27/2024

296
297 Owner *[Signature]* Joann C Nevins Date 02/27/2024

Buyer's or Lessee's Initials



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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 398 Elk Park Road Columbia Falls MT 59912
S04, T29 N, R20 W, ACRES 2.36, TR 6CA IN SW4SE4 (EX R/W)

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 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.

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.

LEAD-BASED PAINT DISCLOSURE



1 Date: 02/27/2026

2
3 **Property Address:** 398 Elk Park Road Columbia Falls MT 59912

4
5 **Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978
6 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing
7 lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced
8 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The
9 Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from
10 risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk
11 assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

12 **Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking
13 the appropriate boxes as follows:

14 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
15 Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):
16 _____
17 _____

18 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

19 (b) Records and Reports available to the Seller (check one below):

20 Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or
21 lead-based paint hazards in the property. Those reports and records are itemized as follows:
22 _____
23 _____

24 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

25 **Buyer's Acknowledgment:** Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

26 (c) _____ Buyer has received copies of all information listed in item (b), if any.

27 (d) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

28 If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell
29 Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.

30 (e) _____ Buyer has (check one below):

31 Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or
32 inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-
33 Based Paint Contingency Addendum); or

34 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based
35 paint and/or lead-based paint hazards.

36 **Broker/Salesperson's Acknowledgment:** The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/
37 Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

38 (f) _____ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is
39 aware of his/her responsibility to ensure compliance.

40 **Certifications:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information,
41 which they have provided is true and accurate.

42
43 _____ 02/07/2026
44 Seller Gary L Nevins Date Buyer Date
45 _____ 2/07/2024
46 Seller Joann C Nevins Date Buyer Date
47 _____ 2/27/24
48 Seller Broker/Salesperson Date
49 (if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)
50 _____
51 Dane B Hollinger

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.