

MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT



1 Date: 4/1/26  
2  
3 Property: 564 W Village Dr Bigfork MT 59911  
4 Seller(s): Janice Lord  
5 Seller Agent: Kellie Hilley  
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  
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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: Kellie Hilley Diana Rahdert  
36 Kellie Hilley Diana Rahdert

37 Dated: 4/1/26

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: \_\_\_\_\_

NKD = None Known

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



1 Date: April 1 - '26

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 564 W Village Dr, in the City of Bigfork  
5 County of Flathead, Montana, which real property is legally described as:  
6 Tr 4EE in L4 S8T27N-R19W  
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 and are known to Owner. Montana law defines an adverse material fact as  
12 a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of real  
13 property, that affects the structural integrity of any improvements located on the real property, or that presents a  
14 documented health risk to occupants of the real property or would impair the health or safety of future occupants of  
15 the real property.

### OWNER'S DISCLOSURE

- 16
- 17
- 18
- 19  Owner has never occupied the Property.
- 20  Owner has not occupied the Property since \_\_\_\_\_ (date).
- 21

22 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse  
23 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to  
24 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned  
25 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.  
26

27 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**  
28 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**  
29 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**  
30 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to  
31 closing on the purchase of the Property.  
32

33 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate  
34 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of  
35 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay  
36 Buyer may withdraw or rescind any contract to purchase the Property without penalty.  
37

38 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on  
39 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any  
40 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify  
41 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,  
42 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the  
43 failure of the Owner to disclose any adverse material facts known to the Owner.  
44

45 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized  
46 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement  
47 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, May 2025  
Page 1 of 7

J.V.  
Owner's Initials

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

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

ice machine has a broken handle (still works)

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)

centurylink - very unreliable!

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

N/A

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

N/A

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

tank recently emptied

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

Date Septic System was last pumped?

NOV. 28-25 A-1 Septic

d. Public Sewer Systems (Clogging and Backing Up)

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)

N/A

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)

N/A

Buyer's or Lessee's Initials

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J.V.I.  
Owner's Initials

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

2 N/A

3  
4  
5 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
6 Screens, Slabs, Driveways, Sidewalks, Fences)

7 N/A

8  
9  
10 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)

11 N/A

12  
13  
14 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)

15 N/A

16  
17  
18 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

19 Rain Gutters - need replacing

20  
21  
22 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

23 N/A

24  
25  
26 a. Private well

27  
28  
29  
30 b. Public or community water systems

31 Share well is located in Faith Brynie's (neighbor)  
32 basement -

33  
34 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,  
35 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems  
36 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)

37 no sprinkler system

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39  
40 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in  
41 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,  
42 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate  
43 area:

44 N/A

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46  
47 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a  
48 required permit)

49 N/A

50  
51 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private  
52 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or  
53 the Seller's ability to transfer the Property):

54 share driveway with Hansen's

55  
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Owner's Property Disclosure Statement, May 2025  
Page 3 of 7

Owner's Initials

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

N/A

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

66 19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best  
67 of Owner's knowledge that the Property  has  has not been used as a clandestine methamphetamine or  
68 fentanyl drug lab and  has  has not been contaminated from the consumption of methamphetamine or or  
69 fentanyl. If the Property has been used as a clandestine methamphetamine or or fentanyl drug lab or  
70 contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana  
71 Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other  
72 information that may be required under Montana law concerning the use of the Property as a clandestine  
73 methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of  
74 methamphetamine or fentanyl.

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

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

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

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

N/A

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

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

Buyer's or Lessee's Initials

Owner's Initials

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

Additional details:

*I think it was winter of 2023-24 pipe under kitchen sink - from -40° below - cold froze & leaked - leak was fixed and added additional insulation, no further issues.*

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

*J.L.*  
 \_\_\_\_\_  
 Owner's Initials

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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.

199 Owner Janice Lord Date \_\_\_\_\_  
200 Owner Janice Lord Date 4-1-26  
201

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

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**BUYER'S ACKNOWLEDGEMENT**

Subject Property Address: 564 W Village Dr Bigfork MT 59911  
Tr 4EE in L4 S8T27N-R19W

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

# MOLD DISCLOSURE



1 Date: 04/01/2026

3 Property Address: 564 W Village Dr Bigfork MT 59911

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.

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.

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.

31 Janice Lord 4-1-26  
32 Seller/Landlord Date  
33 Janice Lord

Kellie Hilley 4/1/26  
34 Seller's Agent/Property Manager Date  
35 Kellie Hilley

36 \_\_\_\_\_  
37 Seller/Landlord Date

Diana Rahdert 4/1/26  
38 Seller's Agent/Property Manager Date  
39 Diana Rahdert

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

45 Buyer/Tenant Date

45 Buyer's Agent/Statutory Broker Date

47 Buyer/Tenant Date

47 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 Montana or federal holidays.