



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



Date: 10/2/23

Property: 14 Bartholomew Lane Noxon
Seller(s): George Mattfeldt & Fern Mattfeldt
Seller Agent: Jeannette C Carr

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

- 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
- 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.

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:

- (i) about adverse material facts that concern the Property or
- (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern the Property

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.

Seller Agent Signature: Jeannette C Carr

Dated: 10/2/23

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

Buyer Agent: _____

Buyer Agent Signature: _____

Dated: _____

Buyer Signature: _____

Dated: _____

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



Date: 10/2/23

The undersigned Owner is the owner of certain real property located at 14 Bartholomew Lane, in the City of Noxon,
County of Sander, Montana, which real property is legally described as:
SMALL TOWN, S24, T26 N, R33 W, Lot 3, ACRES 1, IN S2SENE

(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 fact that should be recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

☐ Owner has never occupied the Property.

☐ Owner has not occupied the Property since PART TIME SINCE COMPLETION (date).

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

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

All 2 yrs old limited use

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

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MM / SA
Owner's Initials

3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

To Code

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

a. Faucets, fixtures, etc.

To Code

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

To Code

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

YES - SANDERS COUNTY

Date Septic System was last pumped?

NEW 3/4/22

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)

PROPANE TANK LEASE ENERGY PARTNERS
RINN PROPANE HEAT

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)

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

To Code 1' Ceiling & Floor 6" walls

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

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

NO

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

Piller To Code

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

NEW METAL

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

a. Private well

SHARE W/ LOT #2 They pay for Hook up

b. Public or community water systems

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

BOAT HOUSE & CAMPER OVER

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

NONE

15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access)

SHARE DRIVE LOT #2

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

NONE

17. 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.

18. 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 ☐ 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.

19. 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.

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Owner's Initials

20. 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.

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.
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.

Additional details:



_____/_____
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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.

Owner  George Mattfeldt Date 10-4-23
Owner  Fern Mattfeldt Date 10/4-23

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Buyer's or Lessee's Initials

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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 14 Bartholomew Lane Noxon
SMALL TOWN, S24, T26 N, R33 W, Lot 3, ACRES 1, IN S2SENE

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.



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: 10/2/23

3 Property Address: 14 Bartholomew Lane Noxon MT 59853

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 George T. Mattfeldt 10-4-23 Jeannette C Carr 10/2/23
32 Seller/Landlord Date Seller's Agent/Property Manager Date
33 George Mattfeldt Jeannette C Carr
34 Fern Mattfeldt 10-4-23
35 Seller/Landlord Date Seller's Agent/Property Manager Date
36 Fern Mattfeldt

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.

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.