

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: March 28, 2025

2
3 Property: 15915 Heather Lane, Shepherd, MT 59079

4 Seller(s): Lance Byler

5 Seller Agent: Kierney Nielsen

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

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 Pre-Inspection Completed by Pillar to Post prior to listing. In MLS for buyer's review.

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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: [Signature]

36 Kierney Nielsen

37 Dated: 3/28/25

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: _____

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49 Dated: _____

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Property Disclosure Statement, April 2024

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



1 Date: March 28, 2025

2
3 The undersigned Owner is the owner of certain real property located at 15915 Heather Lane
4 , in the City of Shepherd,
5 County of Yellowstone, Montana, which real property is legally described as:
6 S23, T04 N, R26 E, C.O.S. 2689, PARCEL 52, ACRES 20.79, 1999 CHIEF BELLAVISTA TITLE: E373549 (detitled)
7 TAXED W/ REA
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.

OWNER'S DISCLOSURE

- 15
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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.

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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 Ice maker is broken

52 Plastic trim on microwave is cracked

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 water heater - 2021

59
60
61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
62 Overloads, or known information concerning utility connections)

63 no known issues - see inspection

64
65
66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

67 a. Faucets, fixtures, etc.

68 master bathroom replaced both faucets and drains

69 Roto rooter repaired the leak in the crawl space

70
71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
72 Tanks, and Cesspools)

73 no known issues all in working order to sellers knowledge

74
75
76 c. Septic Systems permit in compliance with existing use of Property

77 Permitted for 3 bedroom

78
79
80 Date Septic System was last pumped?

81 January 30 - 2025

82
83
84 d. Public Sewer Systems (Clogging and Backing Up)

85 N/A

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 Furnace 27 years old no issues in working order

92 A/C in working order as of last year

93 Propane tank 500 gal. leased thru Valley Farmer Supply - Warden, MT

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 New electric fireplace 2025 stays

97
98
99 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

100 No known issues

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

All waterproof vinyl plank flooring
Old skylights covered when new roof was installed

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

No known water in the crawlspace

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

EEC certified foundation when purchased with FHA loan

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

Roof replaced 8-2020 by Taylor-made construction
New rain gutters 3-2025

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

cistern - 2 cisterns / I measure the water level and when it gets low I call. He can usually get out here in 2-3 days
I use eagle water

a. Private well

Well on the property seller never used condition unknown

b. Public or community water systems

N/A

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)

Some screens missing

14. NUISANCES/HAZARDOUS MATERIALS: 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, any hazardous materials or pest infestations located on the Property or in the immediate area:

N/A

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

N/A

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

No known access issues

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

N/A

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

Insurance claim for new roof - 2020 - 2021

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 ☐ 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:

N/A

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. - rural property
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.

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- 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.
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237 Additional details:

238 Added foam board insulation under log siding.
239 Propane last filled in October 2024
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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.

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297

Owner
Lance Byler
Owner

Lance Byler

Date 3-28-25
Date _____

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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 15915 Heather Lane, Shepherd MT 59079

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.