

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: January 5, 2024

2
3 Property: 4043 Rifle Creek Trl, Billings, MT 59106

4 Seller(s): Brandon Newpher, Marcie Nelson

5 Seller Agent: Amber Uhren, Jeff Uhren

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 STUFFS DO NOT STAY - BELONG TO STAGING COMPANY

23 ALUM HARDWARE STUFF, NO CONTRACT

24
25 HOME INSPECTION COMPLETED 1-9-2024 - INCLUDED SIGNED WITH ALL DISCLOSURES

26
27
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: *Amber Uhren Jeff Uhren*

36 Amber Uhren, Jeff Uhren

37 Dated: January 5, 2024

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: _____

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Property Disclosure Statement, September 2023

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



1 Date: January 5, 2024

2
3 The undersigned Owner is the owner of certain real property located at 4043 Rifle Creek Trl
4 _____, in the City of Billings
5 County of Yellowstone, Montana, which real property is legally described as:
6 REHBERG RANCH ESTATES SUBD1ST FILING, S22, T01 N, R25 E, BLOCK 3, Lot 16
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 FEB 20, 2019 (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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BN MN
Owner's Initials

- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 103 Screens, Slabs, Driveways, Sidewalks, Fences)
 104 _____
 105 _____
 106 _____
- 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 108 _____
 109 _____
 110 _____
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 _____
 113 _____
 114 _____
- 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 116 ROOF REPLACED IN OCT 2023, INSURANCE HAIL CLAIM.
 117 REPLACED BY JRS CONSTRUCTION. INCLUDED SHOP ROOFING (GARAGE
 118 DOORS)
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 120 _____
 121 _____
 122 _____
- 123 a. Private well
 124 _____
 125 _____
 126 _____
- 127 b. Public or community water systems
 128 _____
 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 _____
 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 _____
 142 _____
 143 _____
- 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 145 required permit)
 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 _____
 152 _____
 153 _____

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PN, MW
 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 _____
157 _____
158 _____

159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
160 *claim for hail 2023 - replaced roof, gutters, garage*
161 *doors*
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.

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.

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.

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.

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:

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.

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[Signature]

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 *Cats - replaced carpet, painted, cleaned TILE FLOOR*
 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 *HOME INSPECTION COMPLETED JAN. 9 2024 ATTACHED.*
 239 *NEVER HAD WATER IN BASEMENT.*
 240 *INSURANCE CLAIM FILED OCT. 2023 FOR ROOF, GUTTERS, SHED ROOF, +*
 241 *GARAGE DOORS, + FACIA.*
 242 *SOME WINDOWS HAVE BROKEN SEALS*

243 *ROD AND GUN CLUB IS IN AREA*

244 *RV PARKING, BOATS, TRAILERS, MAY ONLY BE PARKED FOR UP TO*
 245 *7 DAYS IN ANY 30-DAY TIME FRAME*

246 *LIGHT AT BASKETBALL COURT - OUTLET AT BOTTOM OF POLE*
 247 *TAPS INTO THE OUTLET BEHIND GARAGE WALL*

248 *HOA \$340 A YEAR - COVERS NEIGHBORHOOD ENTRANCE, INCLUDING SECURITY*
 249 *CAMERAS, WALKING PATH, PACE UPKEEP, ANNUAL HOA BBQ, HOA*
 250 *TRASH STUFF - YOU CAN REST FOR FREE, EASTER EGG HUNTS, SANTA VISITS,*
 251 *SNOW PLOWING, MOUNTAIN BIKE TRAILS*

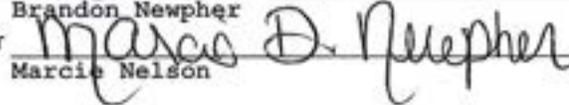
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 Owner's Initials

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

294
295 Owner  Date 1/8/2024
296 Brandon Newpher
297 Owner  Date 1/8/24
Marcie Nelson

Buyer's or Lessee's Initials

298 **BUYER'S ACKNOWLEDGEMENT**

299
300
301
302
303

Subject Property Address: 4043 Rifle Creek Trl, Billings MT 59106

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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.**

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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.

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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.**

317
318

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

319
320

Buyer's/Lessee's Signature Date

321
322

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.



IMPORTANT ITEMS TO REMEMBER

- ** HOA fees are due as follows: ½ payment on 2/15 and other ½ payment on 4/1.
(May be paid in full on 2/15– Late fees accessed if not paid by due date)**
- ** Garbage cans must be stored out of site except on pickup day.**
- ** No parking on the walking path.
(Not only hazardous for pedestrians but also breaks down asphalt and causes paths to crack or break away)**
- ** Pinecone Park is owned by Rehberg Ranch Homeowners Association.
(It is not a city park)**
- ** Pets must be leashed when out of own yard//Owners must pick up waste.**
- ** Our website you can request an invite to: rehberg ranchcommunity.com**
- ** Speed limit is 25 miles an hour throughout Rehberg Ranch Estates.
(Only *you* can prevent speed bumps!)**
- ** Airport and Gun Club noise was here before we were and will remain here.
(For exact details see Community Charter, Chapter 17)**
- ** There are several social activities and association meetings throughout the year.
(Watch the newsletter, posting board at mail station and E-mail for notices)**
- ** Be mindful of wildlife in the area including turkey, deer, hawks, eagles, rabbits, occasional mountain lion, raccoons. Bull snakes keep rattlesnake population in check so make them your friend..**
- ** RVs, boats, trailers etc. may only be parked for up to 7 days in any 30-day time frame.
(see Rule 3A of Charter and Sections 1 & 13 of Exhibit D of PUD)**



Home Inspection Report

Prepared exclusively for
Jeff Uhren



PROPERTY INSPECTED:
4043 Rifle Creek Trail
Billings, MT 59106

Date of Inspection: 01/09/2024

Inspection No. 45957-1-941

INSPECTED BY:

Jacob Tuka
1108 52nd St W
Billings, MT 59106
jacob.tuka@pillartopost.com
(406) 861-9235

INSPECTOR:

Jacob Tuka
jacob.tuka@pillartopost.com
(406) 861-1324

Each office is independently owned and operated

INSPECTION REPORT

1.0 INTRODUCTION

1.1 Scope of Inspection

1.1.1 All smoke detectors over 10 years old should be replaced for safety as a precautionary measure. Some have a limited lifespan and older technology detectors are not as effective as newer ones.

Inspection limited by furnishings throughout the home including but not limited to furniture, blinds, curtains, wall & floor coverings, possibly fresh paint, boxes, appliances, clothes, items stored under some or all sinks, and storage items.

Repairs recommended in this report are recommended to be performed prior to closing, by qualified professionals. Extent of issues or full damage in some instances may not be known until the qualified specialist inspects the situation and is able to fully evaluate.

This is not a building code inspection. Local codes, city and county, can vary significantly and change regularly over time, and are not a part of this home inspection. Consult seller as to permits obtained for work performed on the property to ensure they were obtained as required for remodel work, and additions.

1.2 Approximate Year Built

1.2.1 Age: 17

1.3 Inspection / Site Conditions

- ☉ Cloudy
- ☉ Snow / Ice

1.3.1 Approximate Temperature: 25

2.0 PROPERTY AND SITE

2.1 Limitations

- ▲ Obstruction/Debris
- ▲ Snow cover limited the inspection of the patio(s)
- ▲ Snow cover limited the inspection of elements of the property and site.
- ▲ Snow cover limited the inspection of the driveway(s).
- ▲ Snow covering the walkways limited the inspection.

2.2 Landscape / Grading

- ⊙ Bush/Hedge/Flower Bed
- ⊙ Slopes To Structure

2.2.1 Regrade to slope away from structure to reduce foundation deterioration potential water entry and subsequent damage. Monitor landscape grading near foundation for signs of normal soil compaction and correct as required.

- Exterior East
- Exterior North
- Exterior West



2.2.2 Trim and maintain trees, bushes and vines away from the structure to minimize damage/wear to structure and to discourage animal activity.

- Exterior North
- Exterior West



2.3 Walkway(s)

⊙ Concrete

2.3.1 Fill and seal cracks to reduce water penetration further separation and potential trip hazards



2.4 Driveway(s)

⊙ Concrete

2.4.1 Repair settled driveway to prevent further damage, moisture related damage, and trip hazards.

(Exterior West)



2.5 Patio(s)

- ⊙ Concrete
- ⊙ Paver Stone/Block/Brick

2.5.1 Reslope concrete slab to drain away from structure to prevent deterioration and water entry. **(Exterior East)**

**3.0 EXTERIOR****3.1 Limitations**

- ▲ Foundation partially concealed.
- ▲ Snow cover limited the inspection of the deck.
- ▲ Storage items on the deck limited the inspection.

3.2 Foundation Surface

- ⊙ Concrete

3.2.1 Minor Cracking - Typical - Fill and Seal

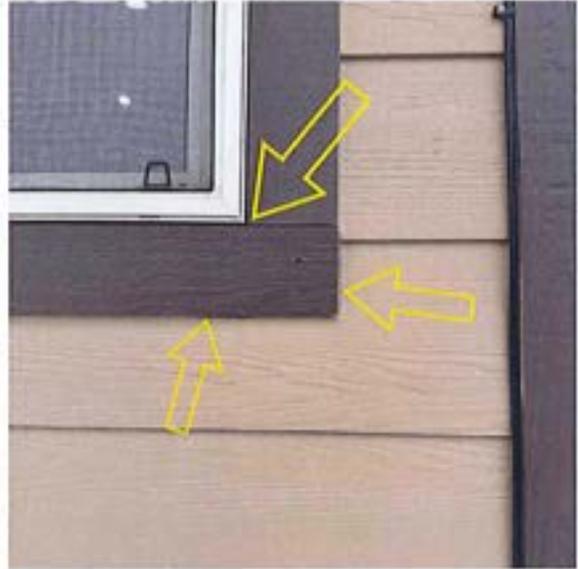
3.3 Wall Surface

- ⊙ Wood/Composite Siding/Trim

3.3.1 Exterior wall surfaces were inspected from ground level.

3.3.2 Ensure proper caulking and weather seal at all required locations and junctions such as windows, doors, dissimilar materials junctions, etc.

- Exterior East
- Exterior North
- Exterior South
- Exterior West



3.3.3 Clean, seal/paint/stain all exposed wood siding/trim to promote weathering protection.

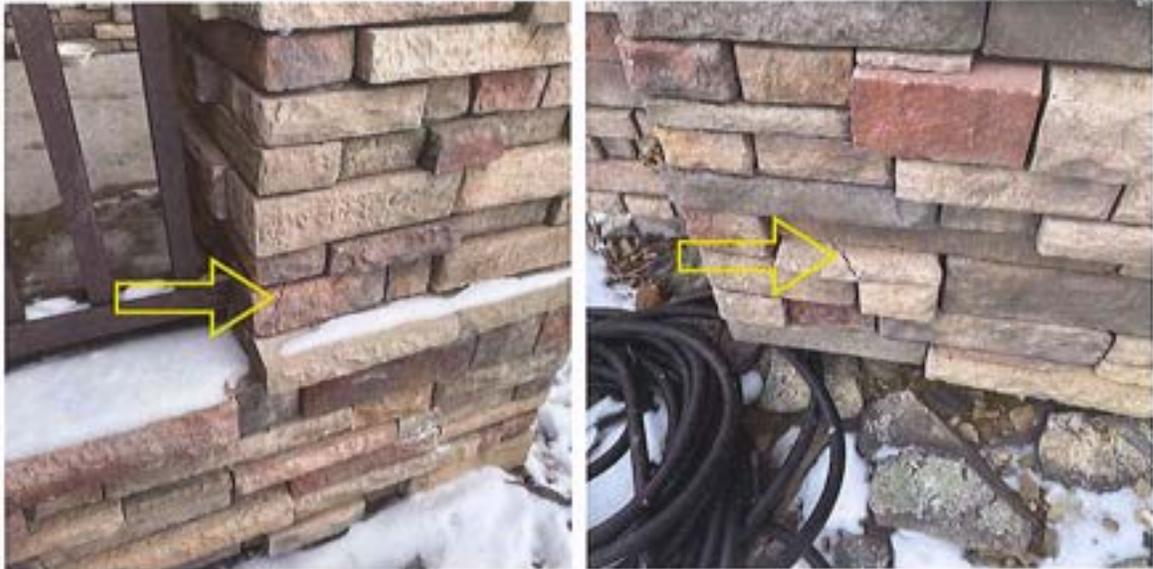
- Exterior East
- Exterior North
- Exterior South
- Exterior West





3.3.4 Repair/repoint stonework to prevent further damages and promote weathering protection. (Exterior West)





3.3.5 Caution is advised. Placement of shed can cause damage to siding. (Exterior South)



3.3.6 Replace damaged siding/trim to prevent further damage and promote weathering protection. (Exterior South)



3.4 Eaves / Fascia / Soffit

⊙ Aluminum/Vinyl

3.4.1 Inspected from ground level.

3.4.2 Secure loose soffit/fascia to prevent damage and deter pest entry. (Exterior West)



3.5 Windows

⊙ Vinyl

3.5.1 Exterior window frames and trim inspected from ground level.

3.6 Porch(es)

⊙ Concrete

3.6.1 Exterior porch(es) were inspected.

3.7 Deck(s)

⊙ Wood/Composite

3.7.1 The deck was inspected

3.7.2 Consult a qualified contractor to evaluate decks and repair as recommended. A partial list of defects include:

- missing weather seal
- deteriorating support post
- improper support
- loose railings
- stair movement
- split/damaged support boards (Exterior East)





4.0 ROOFING SYSTEM

4.1 Roofing General Comments

4.1.1 Further investigate roof and all components when access is available. Snow covering roof and all components. Consult seller as to most recent roof replacement/repair and obtain work order/receipt for warranty purposes.

4.2 Roof Drainage

- ⊙ Above Ground Discharge
- ⊙ Aluminum

4.2.1 Caution is advised. Downspouts discharge on to walkway causing potential safety hazards. **(Exterior West)**

**5.0 ATTIC****5.1 Insulation**

- ⊙ Fiberglass
- ⊙ Blown In
- ⊙ 16"-18"

5.2 Ventilation

- ⊙ Roof/Ridge
- ⊙ Soffit/Baffles

5.3 Exhaust Duct

- ⊙ Concealed

5.4 Sheathing

- ⊙ Plywood

5.4.1 Stains noted - No moisture detected at time of inspection.

5.4.2 Further investigate cause and extent of staining/damage in attic and repair as required to prevent further damage.



6.0 GARAGE / CARPORT

6.1 Limitations

△ Belongings/Storage

6.2 Garage General Comments

6.2.1 Further evaluate garage and all components when access is available. Belongings obstructing access at time of inspection.



6.3 Interior Access Door(s)

⊙ Metal/Fiberglass

6.4 Vehicle Door(s)

⊙ Metal

6.4.1 Lubricate track/rollers to reduce binding/wear.

6.4.2 Secure loose weather seal to promote weathering protection. (Exterior West)



6.5 Vehicle Door Opener(s)

- ⊙ Automatic-chain drive
- ⊙ Photo Eyes Installed

6.5.1 Inspected - Operational

6.6 Floor

- ⊙ Concrete

6.6.1 Crack - Typical - Seal

6.7 Wall

- ⊙ Drywall/Plaster

6.7.1 Stains

6.8 Ceiling

- ⊙ Drywall/Plaster

6.8.1 Stains

7.0 STRUCTURE

7.1 Limitations

- ▲ Finish Materials
- ▲ The inspection of structural components were limited to visually accessible areas.
- ▲ Floor structure partially concealed.
- ▲ Wall structure partially concealed.

7.2 Foundation

- ⊙ Concrete

7.3 Support - Post / Beam / Column

- ⊙ Bearing wall central support

7.4 Floor Structure

- ⊙ Hybrid truss

7.5 Wall Structure

- ⊙ Wood frame

7.6 Roof Structure

- ⊙ Engineered truss

8.0 ELECTRICAL SYSTEM

8.1 Limitations

- △ Belongings/Furniture

8.2 Service Entrance

- ⊙ Electrical service to the home is by underground cables.
- ⊙ Service entry conductors are aluminum.

8.3 Service Size

- ⊙ 200 Amp Service

8.4 Main Disconnect(s)**8.4.1 Location: (Exterior North)****8.5 Distribution Panel(s)****8.5.1 Inspected**

8.5.2 Consult qualified electrician to correct double tapped connections in distribution panel to reduce hazards associated with over fusing. **(Sub Basement)**

**8.6 Grounding**

- ⊙ Grounded at water main.

8.7 Branch Circuit Wiring

- ⊙ Copper wire branch circuits.
- ⊙ Grounded wiring

8.8 Receptacles

☉ Switched Outlets

8.8.1 Representative Number Of Outlets Inspected

8.8.2 Secure loose receptacles to prevent stress wiring and electrical hazards.

- 2nd Floor Hallway
- Dining room
- Kitchen
- Living Room
- Sub Basement

**8.9 Lighting / Ceiling Fan(s)**

8.9.1 Inspected

8.9.2 Loose switch(es) should be replaced for improved electric safety.

- 2nd Floor Hallway Bathroom
- Basement Bathroom
- Basement Southeast Room
- Laundry area
- Master Bedroom

**8.10 Exhaust Fan(s)**

☉ Dirty - Clean

8.10.1 Inspected

8.11 GFCI Devices

- ⊙ Outlets

8.11.1 Inspected

8.12 Smoke Alarms

- ⊙ 1st Floor

- ⊙ Basement

8.12.1 Install new and additional smoke detectors to promote safety.

8.13 Carbon Monoxide Alarms

8.13.1 Recommend CO detector installation within 15' of all bedrooms for occupant safety.

9.0 HEATING/COOLING/VENTILATION SYSTEM(S)**9.1 Limitations**

▲ Further evaluate A/C unit. Running A/C when temperature is below 65° can cause damages to unit.

9.2 Thermostat(s)

- ⊙ Programmable

9.3 Energy Source(s)

- ⊙ Natural Gas

9.4 Meter

- ⊙ Natural Gas

9.4.1 Main Gas Shut Off Location: **(Exterior North)**

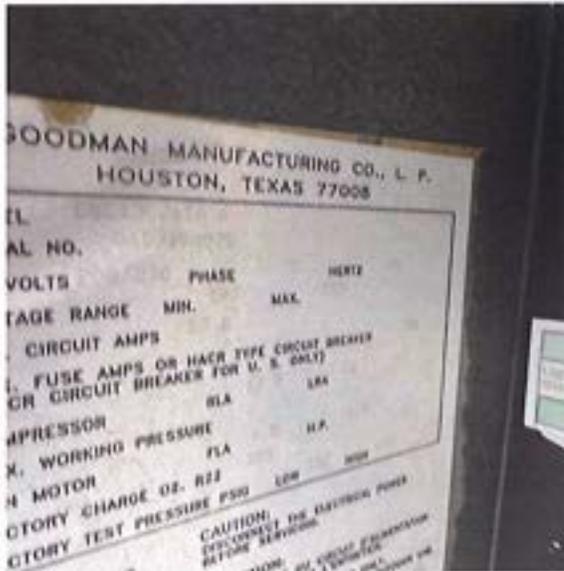


9.5 AC / Heat Pump System(s)

⊙ Air Conditioning System

9.5.1 Age: 18

Data Plate: (Exterior South)



9.6 Forced Air Furnace(s)

⊙ Gas Shut Off Beside Unit

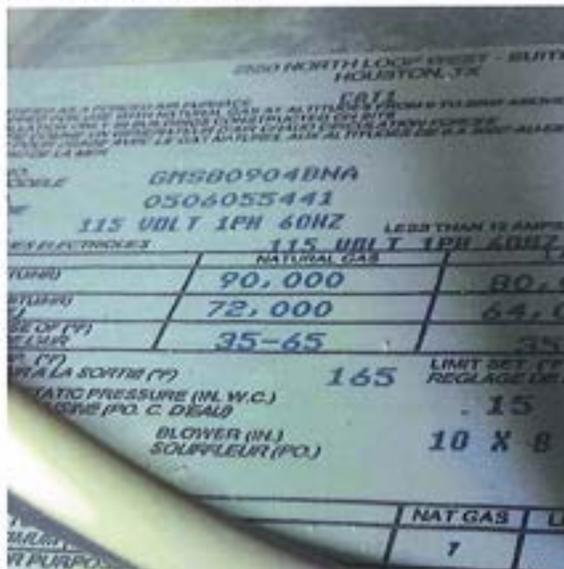
⊙ Mid Efficiency

9.6.1 Inspected

9.6.2 Typical life expectancy for a forced air furnace is between 20-25 years.

9.6.3 Age: 19

Data Plate: (Utility Area)



9.6.4 Clean and service furnace to promote system longevity. (Utility Area)**9.7 Burner**

9.7.1 Tested home - 0 PPM of CO in front of the furnace and in the air supply at this time.

9.8 Combustion/Venting

☉ Metal Flue

9.8.1 Inspected

9.9 Filter

☉ Disposable

9.9.1 Dirty

10.0 PLUMBING SYSTEM**10.1 Water Main**

☉ Water main is copper pipe.

10.1.1 Inspected the visible portion of the house water main.

10.1.2 Location: (Utility Area)



10.2 Distribution Piping

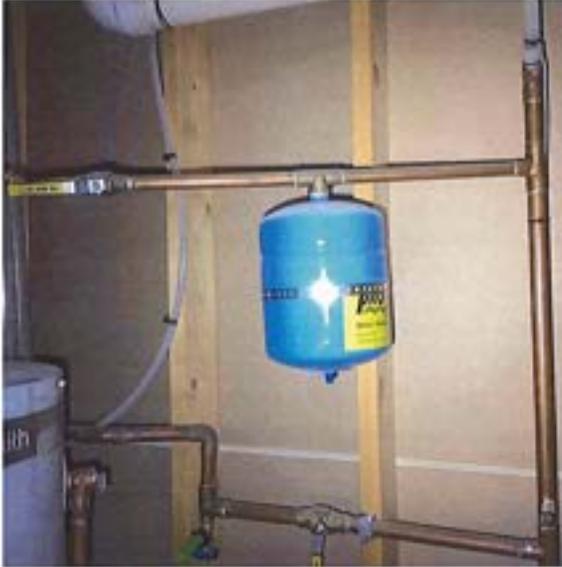
- ⊙ Interior water supply pipes are copper.
- ⊙ Concealed

10.2.1 Corrosion Noted - Monitor For Leaking

10.2.2 The visible portions of the water distribution piping was inspected.

10.2.3 The water flow was observed with multiple fixtures operating. Water flow / pressure drop was typical.

10.2.4 Provide additional support for expansion tank to prevent stressed water line connection and subsequent water damages. **(Utility Area)**



10.3 Drain, Waste, and Vent Piping

- ⊙ Plastic
- ⊙ Concealed

10.3.1 The visible portions of the interior drain, waste and vent system were inspected.

10.3.2 Sewer lines in newer homes such as this are prone to low spots due to soil settlement and fractures, . The best way to determine condition of the drain line requires camera/scope evaluation by a professional. Further investigation recommended if seller has no information pertinent at this time.

10.3.3 Repair leaking drain line to prevent secondary water damages. **(Basement Bathroom)**



10.4 Water Heating Equipment

- ⊙ Storage tank hot water system.
- ⊙ Gas Shut Off Beside Unit
- ⊙ 50 Gallon

10.4.1 Water heater tested during inspection. Unit tested at 0 PPM of CO at time of inspection.

10.4.2 The domestic hot water system was inspected and operated.

10.4.3 Typical life expectancy.

10.4.4 Age: 2

Data Plate:

**10.5 Water Heater Venting**

- ⊙ Atmospheric vent

10.5.1 The combustion and venting of the water heating equipment was inspected.

10.6 Hose Bib(s)

10.6.1 Exterior hose bibs were inspected and operated.

10.7 Fixtures / Faucets

10.7.1 Inspected

10.8 Sink(s)

10.8.1 Inspected

10.8.2 Worn

10.9 Toilet(s)

10.9.1 Inspected

10.10 Tub(s) / Shower(s)

- ⊙ Fiberglass

10.10.1 Tubs and showers were inspected and operated and are functional.

10.10.2 Seal all cracks/gaps/joints in and around tubs and showers to reduce water penetration and subsequent deterioration.

- 2nd Floor Hallway Bathroom
- Basement Bathroom



10.11 Floor drain

10.11.1 Drain Appeared Functional During Test

10.12 Sewage Pump

⊙ Sealed

10.12.1 Operational

10.12.2 Properly install one way check valve at lift station to prevent stressed lines and subsequent water damages. (Utility Area)



11.0 INTERIOR

11.1 Floors

- ⊙ Staining/Minor Damages
- ⊙ Worn

11.1.1 Consult a pest control inspector to further investigate rodent activity and exterminate/ treat as required.

**11.2 Walls / Ceilings**

- ⊙ Drywall/Plaster
- ⊙ Minor Cracking - Typical
- ⊙ Patched - Typical

11.2.1 Further investigate cause and extent of staining/damage and correct as required. No moisture detected at time of inspection.

- 2nd Floor Hallway Bathroom
- Basement Bathroom
- Garage
- Master Bathroom







11.3 Windows

- ⊙ Fixed Pane
- ⊙ Thermal Pane

11.3.1 Failed seals noted - This is considered a cosmetic defect.

11.3.2 Representative Number Inspected/Tested

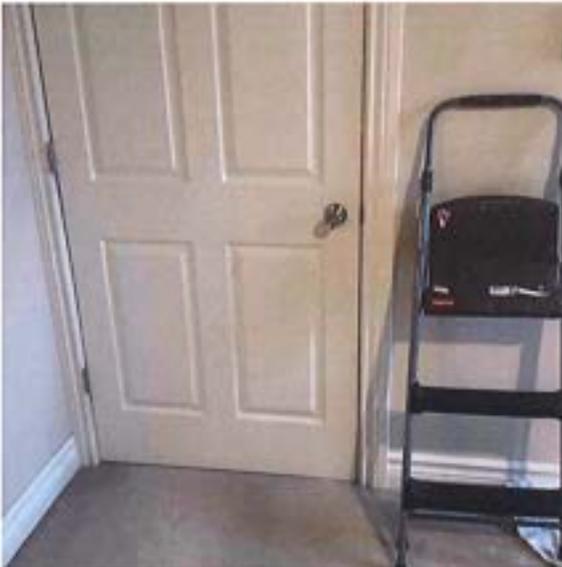
11.4 Doors

11.4.1 Binds - Adjust/Repair

11.4.2 Minor Damages/Wear - Typical

11.4.3 Representative Number Inspected/Tested

11.4.4 Adjust door striker plate to latch securely. (Master Bedroom)



11.4.5 Adjust doors to reduce binding.

- Garage
- Master Bedroom



11.4.6 Secure loose door hardware to promote intended operation. (Basement Southeast Room)



11.5 Entrance Door(s)

- ⊙ Deadbolt
- ⊙ Hinged

11.5.1 Binds _ Adjust/Repair

11.5.2 Weather Stripping Worn/Missing

11.5.3 Secure loose door hardware to prevent damages and promote intended operation. (Living Room)**11.6 Stairs / Railings / Guardrails**

- ⊙ Carpet
- ⊙ Wood/Metal Railing

11.6.1 Worn**11.6.2 Secure loose railing to promote safety. (Dining room)****11.7 Countertops / Cabinets**

- ⊙ Laminate

11.7.1 Minor Damage/Scratches/Worn**11.7.2 Missing/Loose Hardware****11.7.3 Previous water damages noted - No moisture detected at time of inspection.**

11.7.4 Recaulk counters to prevent moisture intrusion and subsequent damages.

- 2nd Floor Hallway Bathroom
- Basement Bathroom
- Kitchen
- Laundry area
- Master Bathroom



11.8 Heating / Cooling Sources

- ⊙ Air Register

11.9 Other Equipment

11.9.1 Radon mitigation system location: (Garage)

12.0 FIREPLACE(S)

12.1 Gas Insert(s)

- ⊙ Gas Shut Off Within Arms Reach

12.1.1 Tested units for CO. Units tested 0 PPM of CO at time of inspection.

13.0 APPLIANCES

13.1 Appliance General Comments

13.1.1 Inspected

13.1.2 All kitchen appliances were turned on using regular operating controls if they are connected or not shut down. All functions and different systems are not tested. The test simply comprises turning the appliances on to verify some basic functionality.

13.2 Clothes Dryer

13.2.1 Dryer vent cleaning is recommended on a regular basis to increase efficiency and for fire safety. Interior of dryer vent condition concealed-not inspected.



Email from seller

Jeff Uhren <jeff@realtybillings.com>

Inspection Report - 4043 Rifle Creek Trail, Billings, MT 59106

Tue, Jan 16, 2024 at 4:50 PM

To: Jeff Uhren <jeff@realtybillings.com>

Here are a couple responses for the inspection:

8.9.2 - Replacement switches purchased but not installed (located on bench in garage).

9.9.1 - Filter replaced by owner. Extra filters left behind in room.

10.2.4 - Additional support installed by owner (see attached photo).

10.3.3 - Leaking drain line repaired by owner.





Central Heating & Air Conditioning Inc.
 1428 1/2 Grand Ave, Billings, Montana 59102
 United States
 (406) 245-5424

Invoice 22824116
 Invoice Date 10/19/2023
 Completed Date 10/19/2023
 Technician Tyler Phillip
 Customer PO
 Payment Term Due Upon Receipt
 Due Date 10/19/2023

Billing Address
 Brandon Newpher
 4043 Riffle Creek Trail
 Billings, MT 59106 USA

Job Address
 Brandon Newpher
 4043 Riffle Creek Trail
 Billings, MT 59106 USA

Description of Work

Weather was to cold to do a proper AC maintenance.

Performed a maintenance on the furnace, furnace was manufactured 2005/2006. Cleaned flame sensor and blew out pressure ports, wiped down inside and outside of the furnace cabinet. Venting looks fine, electrical components are all fine. Furnace has no issues at this time and system operation in heat is normal as of right now.

Task #	Description	Quantity	Your Price	Your Total
TU-100	Perform a tune-up and cleaning to help ensure reliable and safe operation.	1.00	\$168.00	\$168.00

Paid On	Type	Memo	Amount
10/19/2023	Visa		\$168.00

Potential Savings	\$25.20
Sub-Total	\$168.00
Tax	\$0.00
Total Due	\$168.00
Payment	\$168.00
Balance Due	\$0.00

Thank you for choosing Central Heating & Air Conditioning Inc.

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1.25% per month shall be applied for overdue amounts.

10/19/2023

I find and agree that all work performed by Central Heating & Air Conditioning Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

10/19/2023

I authorize Central Heating & Air Conditioning Inc. to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

10/19/2023



Billings Carpet & Water Damage

Amber Uhren
 1320 Mineral Pl
 Billings, MT 59105

(406) 670-1942
 amber@realtybillings.com

INVOICE	#119507
SERVICE DATE	Jan 31, 2024
DUE	Upon receipt
AMOUNT DUE	\$0.00

CONTACT US

P.O. Box 22594
 Billings, MT 59104

(406) 259-3333
 billingscarpetandwater@gmail.com

Service completed by: JOE BROERE,
 Dommonic Kimble

INVOICE

Services	amount
Tile Clean	\$165.00
Total	\$165.00

Payment History

Jan 31	Wed 10:21am	Credit Card	\$165.00
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Thank you for your business!



JRJ Construction
(406) 794-9353
411 24th St W Suite #112
Billings, MT 59102

Billed To
Brandon Newpher
4043 Rifle Creek Trail
Billings, MT 59106

Date of Issue
10/18/2023
Due Date
10/18/2023

Invoice Number
0000770

Amount Due (USD)
\$0.00

Description	Rate	Qty	Line Total
DWELLING ROOF	\$0.00 +Profit, Overhead	1	\$0.00
Labor Remove Laminated- comp, shingle rfg.- w/out felt	\$72.56 +Profit, Overhead	30	\$2,176.80
Labor and Materials Laminated - Comp. shingles rfg. - w/out felt	\$302.24 +Profit, Overhead	34.67	\$10,478.66
Labor and Materials R&R Continuous ridge vent - shingle-over style	\$12.62 +Profit, Overhead	108.18	\$1,365.23
Labor and Materials Hip/ridge cap- Standard profile- composition shingles	\$6.67 +Profit, Overhead	156.93	\$1,046.72
Labor and Materials Asphalt starter - laminated double layer starter	\$5.43 +Profit, Overhead	129.13	\$701.18
Labor and Materials Ice & water barrier	\$2.08 +Profit, Overhead	1311.86	\$2,728.67
Labor and Materials Roofing felt - synthetic underlayment- Standard grade	\$48.92	16.6	\$812.07
Labor and Materials R&R Valley metal	\$7.88 +Profit, Overhead	132.56	\$1,044.57
Labor and Materials STep flashing	\$12.57 +Profit, Overhead	56	\$703.92
Labor and Materials	\$3.85	309.78	\$1,192.65

R&R Drip edge	+Profit, Overhead		
Labor and Materials R&R flashing- pipe jack	\$69.66 +Profit, Overhead	5	\$348.30
Labor and Materials R&R Rain cap- 8"	\$68.98 +Profit, Overhead	1	\$68.98
Labor and Materials Digital satellite system- Detach & reset	\$47.26 +Profit, Overhead	1	\$47.26
Labor and Materials Remove additional charge for high roof	\$6.16 +Profit, Overhead	19.88	\$122.46
Labor Additional charge for. high roof	\$25.91 +Profit, Overhead	19.88	\$515.09
Labor Remove additional charge for steep roof- 7/12 to 9/12 slope	\$16.29 +Profit, Overhead	9.72	\$158.34
Labor Additional charge for steep roof- 7/12 to 9/12 slope	\$58.68 +Profit, Overhead	9.72	\$570.37
STORAGE SHED ROOF	\$0.00 +Profit, Overhead	1	\$0.00
Labor Remove Laminated- comp. shingle rfg.- w/out felt	\$72.56 +Profit, Overhead	1.27	\$92.15
Labor and Materials Laminated comp. shingle rfg.- w/out felt	\$302.24 +Profit, Overhead	1.67	\$504.74
Labor and Materials Hip/ridge cap- standard profile- composition shingles	\$6.67 +Profit, Overhead	11.5	\$76.71
Labor and Materials Roofing felt- synthetic underlayment- standard grade	\$48.92	1.27	\$62.13
Labor and Materials R&R drip edge	\$3.85 +Profit, Overhead	45.14	\$173.79
GUTTERS	\$0.00 +Profit, Overhead	1	\$0.00
Labor and Materials R&R Gutter/downspout- aluminum- up to 5"	\$11.87 +Profit, Overhead	186	\$2,207.82
DOORS	\$0.00 +Profit, Overhead	1	\$0.00
Labor and Materials Billings overhead door	\$7,935.00 +Profit, Overhead	1	\$7,935.00
Labor and Materials	\$19.49	57	\$1,110.93

R&R Wrap wood garage door frame& trim with aluminum	+Profit, Overhead		
SIDING	\$0.00	1	\$0.00
	+Profit, Overhead		
Labor and Materials	\$8.60	136	\$1,169.60
R&R Fascia- metal- 8"	+Profit, Overhead		
WINDOWS	\$0.00	1	\$0.00
	+Profit, Overhead		
Labor and Materials	\$58.99	3	\$176.97
R&R Window screen, 10-16 SF	+Profit, Overhead		
Labor and Materials	\$427.06	2	\$854.12
R&R wrap wood window frame & trim with aluminum sheet- Large	+Profit, Overhead		

Subtotal	38,445.23
Profit (10%)	3,757.10
Overhead (10%)	3,757.10

Total	45,959.43
Amount Paid	45,959.43

Amount Due (USD) \$0.00

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®.

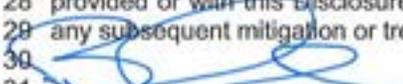
1 Date: January 5, 2024

2
3 Property Address: 4043 Rifle Creek Trl , Billings, MT 59106

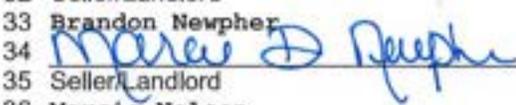
4
5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth
7 may be available from your county extension agent or 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.

20
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.

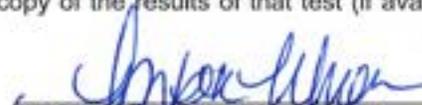
26
27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of
29 any subsequent mitigation or treatment.

30
31  01/05/2024
32 Seller/Landlord Date

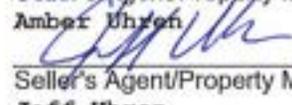
33 Brandon Newpher

34  01/05/2024
35 Seller/Landlord Date

36 Marcie Nelson

31  01/05/2024
32 Seller's Agent/Property Manager Date

33 Amber Uhren

34  01/05/2024
35 Seller's Agent/Property Manager Date

36 Jeff Uhren

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.

43
44
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 Montana or federal holidays.

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Mold Disclosure, March 2006

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