

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 03/19/2026

2
3 Property: 161 Deerfoot Trail, Kalispell, MT 59901

4 Seller(s): Michael Bernier and Shasta Bernier

5 Seller Agent: Adam Sherwood

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 _____

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28
29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,
30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property
32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to
33 any advice, inspections or defects.

34
35 Seller Agent Signature:  dotloop verified
05/03/26 1:10 PM MDT
OBPZ-HECI-JUSE-09QD

36
37 Dated: _____

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: _____

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

49

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

52 New Range and Microwave January 2026

53

54

55 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
56 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
57 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
58 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

59 Unknown

60

61

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

64 Unknown

65

66

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

68 a. Faucets, fixtures, etc.

69 Unknown

70

71

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

74 Unknown

75

76

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

78 Permit is for a 2 bedroom home

79

80

81 Date Septic System was last pumped?

82 Approx. June 2019

83

84

85 d. Public Sewer Systems (Clogging and Backing Up)

86 N/A

87

88

89 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
90 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
91 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) New Heater Condensation Pump

92 March 2026

93

94

95 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
96 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

97 Unknown

98

99



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Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, May 2025

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Owner's Initials
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- 1 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 2 Unknown
- 3 _____
- 4 _____
- 5 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 6 Screens, Slabs, Driveways, Sidewalks, Fences)
- 7 Missing 2 downstairs window screens
- 8 _____
- 9 _____
- 10 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
- 11 Unknown
- 12 _____
- 13 _____
- 14 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
- 15 Unknown
- 16 _____
- 17 _____
- 18 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
- 19 Unknown
- 20 _____
- 21 _____
- 22 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 23 Unknown
- 24 _____
- 25 _____
- 26 a. Private well
- 27 N/A
- 28 _____
- 29 _____
- 30 b. Public or community water systems
- 31 Community Well shared with 5 homes. Maintained by Wettington Water
- 32 _____
- 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 Missing 2 downstairs screens
- 38 _____
- 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 Unknown
- 45 _____
- 46 _____
- 47 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
- 48 required permit)Unknown
- 49 _____
- 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 _____
- 55 Unknown
- 56 _____

 Buyer's or Lessee's Initials

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

59 Unknown
60 _____
61 _____

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

63 Unknown
64 _____
65 _____

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.
75

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.
81

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.
86

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.
92

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:

95 Unknown
96 _____
97 _____

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

Adam Sherwood

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Owner's Property Disclosure Statement, May 2025

Keller Williams Realty Northwest Montana

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Owner's Initials
05/03/26 1:00 PM MDT dotloop verified
05/03/26 1:06 PM MDT dotloop verified

162 Timberwolf Parkway Suite A Kalispell, MT 59901

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

141 Additional details:

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Buyer's or Lessee's Initials

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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.

198
 199 Owner Michael Bernier dotloop verified 05/03/26 1:00 PM MDT 9653-PQYY-FINK-R8XB Date 03/26/2026
 200
 201 Owner Shasta Bernier dotloop verified 05/03/26 12:56 PM MDT Z6LG-8RSF-CHZJ-2X6E Date 03/26/2026

/
 Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: _____

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