

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 07/18/2025

2 Property: 2130 Houston Drive Whitefish MT 59937

3 Seller(s): BENTON C CAVIN FAMILY LIVING TRUST & Roberta-Lynn Stillwell

4 Seller Agent: Ross Pickert & Scott Bull

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

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

12 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been
13 completed and signed by the Seller(s) as required by Montana law. Regardless of what the Seller(s) has/have
14 provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below**, the
15 Seller Agent has no personal knowledge:

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

19 Grantor of easement on south side of property has a right to terminate upon sale to outside
20 parties.

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

33 Seller Agent Signature: Ross A Pickert 08/07/25 Scott Bull
34 defects SIGN AuthentISIGN
35 Ross Pickert & Scott Bull 07/30/25

36 Dated: _____

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

38 Buyer Agent: _____

39 Buyer Agent Signature: _____

40 Dated: _____

41 Buyer Signature: _____

42 Dated: _____

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

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

51 Dishwasher installation incomplete, wheels on rack are loose
52 Settled tub not working

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 One additional water heater in basement is not operational

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

63 Two uncovered electrical boxes (crawl space + attic) - Several light switches taped
64 off. There is a double tap in a breaker panel

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

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

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

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80 Date Septic System was last pumped?
81 Unknown

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

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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)

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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 Fireplace not used in 3-4 years. Flue is cracked above roof.

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

100 Attic insulation is less than current standards
101

_____/_____
Buyer's or Lessee's Initials

  / 
Owner's Initials



- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 103 Screens, Slabs, Driveways, Sidewalks, Fences)
- 104 Some walkways have loose stones. A section of northern fence by
- 105 carport is believed to encroach on neighbor's land.
- 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 _____
- 117 _____
- 118
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 120 _____
- 121 _____
- 122
- 123 a. Private well
- 124 _____
- 125 _____
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- 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 Patio BBQ needs Heat Plate Tent Shield Deflector replaced, but is functional.
- 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 Easement for shared private drive. Encroachment agreements with neighbors
- 153 to north and south.

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Buyer's or Lessee's Initials



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 _____
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159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
160 _____
161 _____
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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.
171

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.
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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.
182

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.
188

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:
191 _____
192 _____
193

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.

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2024
Page 4 of 7



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
- 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

Additional details:

237
 238 3. Squirrels and rodents had previously entered the attic and basement. We
 239 hired pest control in 2023 + 2024 and have had no problem since.
 240 6. Encroachment agreements exist for the northern and southern boundary.
 241 There is an easement for the shared private drive which transfers
 242 with ownership.
 243 23. The department of Revenue provided a new appraisal and
 244 property taxes are expected to go up for 2025 + 2026
 245
 246 Notes we received a residential inspection in Oct 2023. Since
 247 then we completed the following: Downstairs bathroom painted.
 248 Downstairs bathroom ceiling fan replaced. Some downstairs
 249 windows repaired or replaced. Attic + basement sealed against
 250 rodents. Electrical system in carpet repaired after
 251 smoldering electrical fire. water pump repaired. Circuit
 252 board in pump house updated.
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 254 3. Siding pest damage is visible.
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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.

294 ^{Authentisign} Andrew Isaac Calabro-Cavin ^{Authentisign} Aaron Cavin Andrew Isaac Calabro-Cavin & Aaron Cavin, Trustees Date 08/01/25
 295 Owner _____
 296 ^{Authentisign} Roberta-Lynn Stillwell **Roberta-Lynn Stillwell** Date 07/30/25
 297 Owner _____

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Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 2130 Houston Drive Whitefish MT 59937
HOUSTON LAKE SHORE TR AMD PT, S23, T31 N, R22 W, Lot 1 (MUST SELL W/ 25Y HOU), HOUSTON LAKE SHORE
TR , LOT 25Y (MUST SELL W/ L1 HLU), CS 21238-X

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.