

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 05/09/2025
 2
 3 Property: 20 Marina Way Bigfork MT 59911
 4 Seller(s): Young Han Nastastia Byrd Han
 5 Seller Agent: Jeff H Wilson
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7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

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- 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), if one has been made available to the Seller Agent by the Seller(s).
 17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,
 18 **except as set forth below**, the 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
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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 Seller Agent Signature: 
 35
 36 05/23/2025 Jeff H Wilson
 37 Dated: _____
 38

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

40 Buyer Agent: _____

41 Buyer Agent Signature: _____

42 Dated: _____

43 Buyer Signature: _____

44 Dated: _____

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



1 Date: 05/09/2025

2
3 The undersigned Owner is the owner of certain real property located at _____
4 20 Marina Way, in the City of Bigfork,
5 County of Flathead, Montana, which real property is legally described as:
6 Harbor Village at Eagle Bend PH 3, S26, T27 N, R20 W, Block 2, Lot 12, ASSR #0000005919
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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 fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

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18 Owner has never been to the Property. June 2025
19 Owner has not been to the Property since _____ (date).
20

21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
25 ~~harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the~~
26 failure of the Owner to disclose any adverse material facts known to the Owner.
27

28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between**
30 **Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to**
31 **obtain.**
32

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

34
35 Easements (written or unwritten):
36 n/a
37

38
39 Boundaries or property lines:
40 n/a
41

42
43 Encroachments or similar matters that may affect your interest in the subject Property including but not
44 limited to buildings, fences, etc.:
45 n/a
46

47
48 Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to
49 n/a
50
51

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Land), April 2024
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NB , YH
Owner's Initials

52 Settling, slippage, standing water, drainage, sliding or other soil problems on the Property or in the immediate area:
53 nothing we are aware of
54

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56 Flooding, drainage or grading problems:
57 n/a
58

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60 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or
61 work conducted by Seller in or around any natural bodies of water:
62 _____
63 _____
64

65 a. Water rights and private wells:
66 _____
67 _____
68

69 b. Public or Community water systems:
70 _____
71 _____
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73 Restrictive Covenants and Deed restrictions:
74 _____
75 _____
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77 Septic system approval or existing septic system:
78 n/a
79

80
81 Major damage to the Property from fire, earthquakes, floods, slides, etc.:
82 n/a

83
84
85 Zoning or Historic District violations, non-conforming uses:
86 _____
87 _____
88

89 Neighborhood noise problems or other nuisances:
90 nothing we are aware of
91

92
93 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):
94 155 / quarterly - occasional additional assessed fee for water and canal maintenance
95

96
97 Notice of abatement or citations against the Property:
98 n/a
99

100
101 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:
102 n/a
103

104
105 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
106 which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest
107 infestations located on the Property or in the immediate area:
108 _____

109 Street or utility improvement planned that may affect or be assessed against the Property:

110 nothing we are aware of

111

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113 Known Information concerning utility connections:

114 nothing we are aware of

115

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117 Zoning or land use change planned or being considered by the city or county:

118 nothing we are aware of

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121 Proposed increase in tax assessment value or property owner's association dues for the Property:

122 nothing we are aware of

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125 Underground storage tanks or class II injection wells:

126 nothing we are aware of

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129 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or reservations:

130 nothing we are aware of

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134 Conservation Easements (existing or proposed):

135 nothing we are aware of

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138 Landfill (compacted or otherwise) on the Property or any portion thereof:

139 n/a

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142 Environmental issues affecting the Property including whether the Property has been tested or treated for the presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:

143 nothing we are aware of

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159 Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.

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_____/_____
Buyer's or Lessee's Initials

NB

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Owner's Initials

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207 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and
 208 belief as of the date signed by Owner. Young Han
 209
 210 Owner Nastastia Byrd Han Nastastia Byrd Han Date 05/24/2025
 211 Owner Young Han Date 05/28/2025
 212

 Buyer's or Lessee's Initials

YH / NBH
 Owner's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 20 Marina Way Bigfork MT 59911
Harbor Village at Eagle Bend PH 3, S26, T27 N, R20 W, Block 2, Lot 12, ASSR #0000005919

Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the Property that are known to the Owner. The disclosure statement does not provide any representations or warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material fact concerning a particular feature, fixture or element imply that the same is free of defects.

Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects. Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall condition of the Property in lieu of other inspections, reports or advice.

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

Buyer's/Lessee's Signature Date

Buyer's/Lessee's Signature Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.