



Return to:
Buffalo Commons Multi-Family HOA
PO Box 9335
Kalispell, Mt 59904

**Restated Covenants, Conditions and Restrictions
of the Buffalo Commons Multi-Family Property Owners Association**

THIS DECLARATION, made this JAN. 3, 2017 by the owners of
Buffalo Commons, Phase 2.

Recitals:

- see attached asse #5*
1. On January 26, 1998, Northwest Healthcare Corporation signed and recorded a Declaration of Covenants applicable and governing the following property, recorded at Reception No. 199805512230:

Lots 1A, 1B, 2A, 2B, 2C, 3A, 3B and 3C of Buffalo Commons, Phase 2, Block 1; and

Lots 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B and 4C of Buffalo Commons, Phase 2, Block 2; and

Lots 1A, 1B, 1C, 2A, 2B, 3A and 3B of Buffalo Commons, Phase 2, Block 3; and

Lots 1A, 1B, and Amended Lots 2A, 2B of Buffalo Commons, Phase 2, Block 5.
 2. These covenants provided that they could be amended by the affirmative vote of 75% of the 31 Townhouse owners whose property was situated on the property described in the prior covenants.
 3. A majority of owners have voted to amend the original covenants and have voted to supersede the covenants with this Restatement.

Now therefore, the owners hereby declare and provide the following Restatement, applicable to the foregoing property:

ARTICLE 1: DEFINITIONS

Section 1: “Association” shall mean The Buffalo Commons Multi-Family Property Owners Association.

Section 2: “Owner” shall mean and refer to the person or persons owning a parcel of land in fee simple, absolute, individually or as an owner in any real estate tenancy relationship recognized under the laws of the State of Montana, including a unit ownership pursuant to a recorded unit ownership declaration.

Section 3: “Maintenance Area” for the purpose of these covenants shall mean all real property including but not limited to lawns and landscaping owned by the individual owners of the townhouse lots and located within the townhouse lots together with the various sidewalks, driveways, and turnarounds. This Maintenance Area is described as the Phase II portion of the Buffalo Commons Planned Unit Development designated for “Multi-Family” development. This Maintenance Area also, includes all the area described below in Article 1, and Section 7, known as the Multi-Family Common Area.

Section 5: “Lot” shall mean any plot of land shown upon any recorded subdivision plat or map of the property.

Section 6: “Vote” or “voter”, shall mean one vote per lot.

Section 7: “Multi-Family Common Area” shall mean the Multi-Family Common Area legally described and referred to as follows:

A portion of the common area on Plat of Buffalo Commons Phase 1, known as “Common Area and Utility Easement” herein after called Common Area, is particularly described as follows:

A tract of land, situated, lying and being in Government Lot 8 of Section 6, Township 28 North, Range 21 West, Principal Meridian, Flathead County, Montana, and being more particularly described as follows:

Commencing at the Northwest Corner of Government Lot 8 of Section 6; thence N 89°45’11” E a distance of 145.72’ to the TRUE POINT OF BEGINNING of the tract of land being described; thence S 00°14’49” E a distance of 103.47’ to a 5/8” rebar; thence S 86°03’31” E a distance of

144.35' to a 5/8" rebar; thence S 03°13'16" W a distance of 92.86' to a 5/8" rebar; thence along a 90.00' radius curve to the left whose radius bears S 19°45'04" E through a central angle of 11°34'21" an arc distance of 18.18' to a 5/8" rebar; thence N 58°40'34" E a distance of 49.63' to a 5/8" rebar; thence N 03°32'12" W a distance of 173.62' to a 5/8" rebar; thence S 89°45'11" W a distance of 187.30' to the Point of Beginning. Containing 0.58 acres, more or less together with all appurtenances.

Section 8: "Streets" shall mean any or all of the 5 entrance roads that serve as access routes for multiple owners and that terminate at the point of intersection with Commons Way.

Section 9: "Driveways" shall mean any or all of the segments of road leading from the "Streets" to the individual garages or leading from Commons Way to the individual garages.

Section 10: "Common Elements" shall mean the buildings and structures within the property described in the first recital above, which are more particularly described herein as General Common Elements and the Limited Common Elements.

Section 11: The "General Common Elements"

The General Common Elements shall include the following:

- a) The 5 Streets providing access to the individual townhouses, and the sidewalk adjacent to and paralleling Commons Way
- b) The Siding, Roofs, gutters, driveways, sidewalks, and front steps of each of the 12 Townhouse Buildings.
- c) Yards including lawn and landscaped areas, except as may be made a Limited Common Element by this Declaration
- d) Installations of central services, such as power, light, gas, water, and sewer within utility easements, except those portions situated within a Townhouse building serving the two or three Units located therein which are made a Limited Common Element to that townhouse building.

- e) Landscape sprinkler systems that serve the landscaped areas of each Townhouse and Townhouse building, to include all distribution lines, individual sprinklers, master control boxes, and individual zone control boxes, as well as supply lines leading from the termination point of the City Water supply main.
- f) Common fence that runs the full length of the Northern most boundary of the Buffalo Commons Multi-Family Property Owners Association.

Section 12: The “Limited Common Elements”

The Limited Common Elements shall mean those Common Elements and areas specifically designated either pursuant to this Declaration or Amendments thereto, which are reserved for the use of a particular Townhouse to the exclusion of other Townhouses. These are to include but not limited to the decks, deck supports, deck beams, patios, deck railings, and patio fences.

The Limited Common Elements for a Townhouse or Townhouses shall be maintained by that Townhouse Owner for which a Limited Common Element is reserved.

The Limited Common Elements shall also consist of all utilities located solely within the interior boundaries of each Townhouse building and which shall service more than one Townhouse within a Townhouse building in which event each Townhouse owner within that building shall have an equal undivided interest to use such limited common element servicing or appertaining to that Owner's Townhouse. Expenses relative to these Limited Common Elements such as maintenance, repair, replacement, and upkeep shall be paid by the Townhouse Owner for which the particular Limited Common Element is reserved.

ARTICLE II: PROPERTY OWNERS ASSOCIATION

Section 1. Non-profit Corporation

The owners of the property described as all that land shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana, have formed a Montana Non-profit Corporation and necessary By-Laws known as “The Buffalo Commons Multi-Family Property Owners Association, Inc.” hereinafter referred to as the Association. The Association shall have as members all owners as defined in the Covenants.

Membership in the association shall be appurtenant to and shall not be separated from the ownership interest. Members shall participate in the manner prescribed by the Articles and By-Laws of the Association, and resolutions of the Association’s Board of Directors and/or officers. The Association’s purpose includes but is not limited to providing services and facilities to the owners as it may determine and to adopt rules and regulations for the use and maintenance of the Multi-Family Common Area and the Maintenance Area. Every owner is a member of the Association, and shall have a right and easement of enjoyment in and to the Multi-Family Common Area. This right shall be appurtenant to and shall pass along with the owner’s title subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use, care, maintenance and improvement of the Multi-Family Common Area and Maintenance Area.

b. The right of the Association to suspend the use or enjoyment of the Multi-Family Common Area or facilities and services, provided directly or indirectly by it for any period during which any fee or assessment against an owner’s interest remains unpaid, or for the continued violation of the Articles and By-Laws of the Association or the resolutions of the Association’s Board of Directors or officers.

c. Any Association member may delegate the right of enjoyment of the Multi-Family Common Area to members of the member’s family, tenants, contract purchasers or guests.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Board of Directors

The Association will be generally run and supervised by the Board of Directors, elected by its members. The size, elections, and duties of the Board will be as set forth in the Association's Bylaws. The membership may vote to expand the Board of directors to not more than five members, not including officers.

ARTICLE IV. ASSESSMENTS/COLLECTION

Section 1. Assessment/Creation of Lien

Each owner by accepting deed to or land contract for a lot as defined herein within the real property described as all that land shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana, whether or not specifically so expressed in said conveying instrument, shall be deemed to covenant, agree, and shall be bound to pay assessments established pursuant to the provisions of these covenants, which will include regular annual assessments and special assessments for general Association operating funds, capital improvement or water use. Assessments, whether special or regular, may be collected on a monthly, quarterly or yearly basis, together with interest, costs and reasonable attorney's fees incurred in the enforcement of the provisions of this article.

Section 2. Lien

Assessments as provided herein shall be a charge on each owner's lot and shall be a continuing lien against said lot and said assessment, together with any interest, costs, and reasonable attorney's fees incurred in collection same shall also be a personal obligation of the owner of the lot at the time when said assessment became due.

Section 3. Purpose

Assessments for the general purpose of maintaining Association property, to administer the Covenants and the By-Laws, to maintain and improve quality of the Maintenance Area, including but not limited to, the cost of maintaining lawns, landscaping, maintenance and snow removal of sidewalks, driveways, and turnarounds, to maintain and improve the quality of the Multi-Family Common Area, and to promote the health, safety, comfort, convenience, and welfare of the Association members and their guests.

Section 4. Regular Assessments

The Board of Directors shall levy assessments authorized by a majority of the Association, to cover the annual Association operating budget. The Board of Directors shall further establish an assessment as and for a fund for the maintenance of the building exteriors, driveways, sidewalks, landscaping, and the Maintenance Area to include the Multi-Family Common Area; as outlined in Article VIII, Section II of this document. Said assessments shall be billed and collected over the same term and at the same time.

Section 5. Uniform Rate

Maintenance area assessments as well as regular and special assessments shall be fixed at a uniform rate provided that the assessments shall be divided equally among all the individual lots subject to the assessment under these covenants.

Section 6. Assessment period/Due Date

Assessments as provided herein shall commence as against all lots on the 1st day of January, each year, for that calendar year.

Written notice of the applicable annual assessment shall be sent to every owner subject thereto.

Upon an owner purchasing a lot, liability for regular and special assessments shall be prorated on a daily basis to the extent of the number of days remaining

from date of purchase in any assessment period. Said proration shall be based on a 365 day year.

Section 7. Special Assessments

Special assessments to include the Building and Maintenance Area maintenance fund as herein provided, may be set at the regular annual meeting or upon any special meeting called for said purpose. In the event of special meeting, written notice to each of the members of the Association must be given no less than 30 or more than 50 days prior to special meeting. Presence of 50% or more of the members of the Association at any meeting called for the purpose of establishing any regular or special assessment shall constitute a quorum, and at said meeting a majority of said quorum shall control.

Section 8. Nonpayment/Remedies

Any assessment not paid within 30 days after the due date shall incur a late fee of \$20.00 and bear interest from the due date at a rate determined by the Board, of not less than 10 % per annum or nor more than 15% per annum. The Association may bring an action at law against the owner of the residential lot in default as and on the basis of an account due. Said assessment obligation shall be a personal obligation. In addition to the amount of the assessment and any interest thereon, in the event of any such suit the Association shall be entitled to all attorney's fees incurred and costs. Any judgment shall be entitled to all rights and legal consideration as any Judgment received under the laws of Montana.

No owner subject to assessment may waive or otherwise escape liability for the assessment herein provided, including but not limited to nonuse of the Multi-Family Common Area or abandonment of his lot.

In addition to the provisions for suit and collection as hereinabove set forth, the Association may suspend a delinquent owner's voting rights at Association meetings, the right to use, enjoy and have the benefit of the Multi-Family Common Area or other Association property. In the event of failure to pay Multi-Family Common Area or Association property maintenance assessments, the Association may terminate the right to ingress, egress and/or utilization of any of the common facilities.

Section 9. Subordination of Assessment Lien

The lien of any assessment provided herein shall be subordinate to any purchase money security interest for a lot acquired herein or construction lien for the construction of a resident herein when said lien secures the lender's obligation for said acquisition or construction. In the event, however, of foreclosure of said lien, the Association shall not be required nor be under any obligation to provide access, or any of the other amenities of the Multi-Family Common Area or other Association property to any subsequent purchaser, either through default or otherwise, until all past due obligations owed are paid in full. The provisions of this paragraph may be modified or waived in their entirety at the discretion of the Association.

ARTICLE V. ARCHITECTURAL REVIEW COMMITTEE

Section 1. Members/Terms

The Architectural Review Committee shall consist of three individuals appointed by the Board of Directors of the Buffalo Commons Multi-Family Property Owners Association from owners within the property described as all that land shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana, and shall be known as the Buffalo Commons Multi-Family Architectural Review Committee hereinafter referred to as Architectural Review Committee. The members of the Architectural Review Committee may be appointed and removed at the sole discretion of the Board of Directors of the Buffalo Commons Multi-Family Property Owners Association. If an Architectural Review Committee has not been appointed or is inactive the Buffalo Commons Multi-Family Property Owners Association Board of Directors shall serve as the Architectural Review Committee.

Section 2. Function of the Architectural Review Committee

All owners intending to construct any structure whatever upon any lot, shall first submit their plans and specifications, in writing, to the Architectural Review Committee. All plans for the construction of any building, private road or driveway, fence, wall or other structure to be erected upon any lot and the proposed location thereof upon any lot and any change, after approval thereof, any

remodeling, reconstruction, alteration or addition to any building, road, driveway, or other structure upon any lot in said premises, shall require written approval of said Architectural Review Committee. Before beginning the construction of any building, road or driveway, fence, wall or other structure whatsoever, or remodeling, reconstruction or altering such road, driveway or structure upon any lot, the person or persons desiring to effect, construct or modify the same shall submit to the Architectural Review Committee, a complete set of plans and specifications thereof including front, side, and rear elevations, floor plans for each floor and basement, exterior color schemes, a block or plot plan indicating and fixing the exact location of such structure or such altered structure on the grading plan if requested. A reasonable fee shall be paid to the Architectural Review Committee with such plans, said fee to be set by said Committee. (Preliminary sketch of plan may be submitted prior to the execution of detailed drawings.)

Section 3. Alteration by Unit Owners

The interior plan of a unit may be changed by its owner with the exception of the bearing wall which may not be moved and all two hour fire walls which may not be penetrated or modified in any manner. No unit may be subdivided.

Section 4. Exterior Alterations:

No owner may change, alter or remodel the exterior of his unit without the prior written approval of the Association.

Section 5. Approval by Architectural Review Committee

Request for approval by the Architectural Review Committee of all exterior plans and specifications must be submitted for approval in writing, and shall not be deemed to be a waiver by the Architectural Review Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans or specifications submitted for approval for use on other building sites. In the event the Architectural Review Committee fails to act within thirty (30) days after the proposed plans and specifications of any structure have been submitted, in writing, or in any event, if no suit to enjoin the construction has been commenced prior to

the completion of an entire dwelling, no specific approval shall be required for such structure and the pertinent provisions to the Declaration shall be deemed to have been fully complied with. The Architectural Review Committee may, at any time, inspect any building or property located in said subdivision for the purpose of determining whether the exterior of said building conforms to these covenants. Approval of such plans and specifications shall be evidenced by written endorsement on such plans or specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway or other structure is contemplated, prior to the beginning of such construction. No changes or deviations in or from such plans and specifications, as approved, shall be made without the prior written consent of the Architectural Review Committee, and construction shall be completed within one (1) year from date of approval of said plans and specifications.

Structural engineering shall be the responsibility of the owner. The Architectural Review Committee may waive such provisions contained in these covenants as they deem appropriate. In passing upon any plans and specifications submitted to it, the Architectural Review Committee shall consider:

- a) Suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located;
- b) The nature of the adjacent neighboring improvements;
- c) The quality of the materials to be utilized in any proposed improvements.
- d) The effect of any proposed improvement on the adjacent or neighboring property.

In passing on any plans and specifications, it shall be an objective of the Architectural Review Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired, and to maintain for the benefit of the Architectural Review Committee and all subsequent individual lot owners, the nature character of the land and to require that all man-made structures blend into the natural background rather than stand out against it.

ARTICLE VI. RESTRICTIONS AS TO LAND USE

Section 1. Multi-Family

The following are permitted uses for all that land shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

Multi-Family (duplex, tri-plex)

Section 2. Multi-Family Common Area:

The only permitted use for the Multi-Family Common Area is as a park.

ARTICLE VII. RESTRICTIONS AS TO LANDSCAPING

Section 1. Owner Lot Landscaping and Common Area Landscaping:

Landscape treatment required for all lots and Common Areas shall consist of a combination of flowers, turf, shrubs, and trees.

Section 2. Irrigation:

All open spaces shall have an automatic irrigation system.

ARTICLE VIII. MISCELLANEOUS RESTRICTIONS

Section 1. Lot Size

Minimum lot sizes shall be 6,000 square feet but clustering within individual lots (parent lots) may be permitted to create sub lot sizes of 2,500 square feet or larger, permitting the so-called “villa” or zero lot line Townhouse concept. Minimum lot sizes for duplex, tri-plex dwellings are 6,000, and 9,000 square feet, respectfully. The number of sub lots created within a larger “parent” lot is determined based solely upon the minimum 2,500 square foot requirement per unit and the setbacks applicable to the “parent” lot. Minimum parent lot widths are 60

feet. Parent lot sizes are currently established and will remain as platted on Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

Section 2. Building Size

Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications. Each townhouse unit shall have a main floor area of not less than 1,800 square feet of finished living area. A garage having a minimum of 2 parking stalls shall be required for each dwelling unit. Maximum structural height shall be 35 feet.

Section 3. Setbacks

Setbacks for each lot shall be 20 feet for the front and rear yards and 10 feet for the side yards, except the setback shall be 20 feet for any corner side yard.

Section 4. Utilities

All utilities including but not limited to power, electric, and telephone shall be underground. Satellite dishes will be allowed, but application for its installation, must be made through and approved by the Architectural Review Committee prior to installation. The Architectural Review Committee shall determine its location, based on where it will be least noticed. The satellite dish will not be attached to the roof or sides of the Unit.

Section 5. Temporary Structures

No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any lot shall at any time be used as a permanent residence.

Section 6. Path System:

No Path System exists currently in the Common Area, but if one is proposed, the design criteria must be as outlined below in Path Criteria, and its design approved by the Architectural Review Committee. The creation of the Path System must be approved by at least 23 Owners. This multi-purpose path will be available for use by the residents of Buffalo Commons Multi-Family Property Owners Association exclusively because it will be privately maintained. For liability reasons, signs will then be posted at the entrances of the open spaces.

Path Criteria:

1. The width for the multi-purpose path is four (4) to eight (8) feet.
2. The path pavement can be constructed of asphalt or Portland cement, and be professionally laid, to insure a smooth surface.
3. A minimum cross slope of 2 percent is required for proper drainage.

Section 7. Animals

No animals of any kind, shall be raised, bred or kept on any lot, excepting that dogs, cats, and other small domestic animals may be kept, but not for commercial purposes. Permitted animals, not exceeding two adult animals, must be confined to owner's lot and owner is responsible for immediately picking up after the pet and keeping it on owner's property at all times unless under leash.

Section 8. Garbage

No lot or any part of the Multi-Family Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall be kept in covered reasonable airtight containers. Such containers must be kept in a garage or other enclosed area, except the night before and day of pickup and/or as otherwise affected by City ordinance.

Section 9. Landscaping and Fences

No hedges, shrubs, or other plantings, or any structure shall be permitted which unreasonably obstructs the view of any owner or motor vehicle drivers, and shall not in any event, exceed four (4) feet in height, nor more than three (3) feet in height anywhere in the front twenty-five (25) feet of the property. Trees are permitted when the location and size of tree(s) do not interfere with travel safety relative to site distances when approaching the public road from individual or shared driveways. All or any landscaping shall be subject to the approval of the Architectural Review Committee. There shall be no fences in front yards or rear yards, except the north boundary of Phase II of Buffalo Commons shall have a maximum fence height of six (6) feet. Fencing of a vinyl or non-paintable surface

shall be allowed around back patio decks with written approval from the Architectural Review Committee.

Section 11. Signs:

No signs shall be placed on any lot except address plates which shall be attached to the building. One unlighted sign will be allowed, not to exceed three (3) square feet in surface area advertising the sale or lease of the property.

Section 12. Signs—Multi-Family Common Area:

No signs shall be placed on any portion of the Multi-Family Common Area except as deemed necessary by the Association for the display of guidelines and restrictions pertaining to the use of the Multi-Family Common Area. These signs shall not exceed three (3) square feet in surface area.

Section 13. Parking

All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses. The private drives that provide common access to the units are closed to parking and no vehicle shall be parked thereupon. No trailer, camper, or recreational vehicle shall be parked on the premises, and if parked shall be completely contained within a garage.

Section 14. Parking—Multi-Family Common Area

No parking is permitted on any portion of the Multi-Family Common Area except when a suitable parking area is constructed.

Section 15. Nuisance

No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein. This includes noise.

Section 16. Burning

Open fires are not permitted on the property. Outdoor barbeques, Natural Gas, or Propane fire pits and heaters are not an open fire within the meaning hereof.

ARTICLE IX. Maintenance and Alterations

Section 1. Maintenance and Repair of Units.

Each Owner shall keep the interior of that Owner's Townhouse in good repair. The Owner is responsible for maintaining the Limited Common Areas. If an Owner refuses or neglects to make such repairs or to restore the Unit to good condition within ten (10) days after written notice from the Association, such repairs or restoration may be made by the Association, which shall have the right, by its officers or authorized agents, to enter the Unit for that purpose and to collect the cost of such repairs or restoration as a Special Assessment for the Unit. In addition to keeping the interior of the Unit in good repair, the Owner shall be responsible for the repair, maintenance or replacement of all interior components of the Unit, including but not limited to the foundation, the structural elements of the walls, the roof, basement, entrances, windows, exterior doors, plumbing, plumbing fixtures, electrical wiring, electrical fixtures, lighting fixtures, basement entrances, and the heating and air conditioning units (including the condensing unit which is a part thereof). The Owner shall also be responsible for keeping any private deck or patio adjoining the Owner's Unit in clean, safe and orderly manner, and timely removal of accumulations of snow.

Section 2. Maintenance and Repair of Common Elements.

Unless this declaration provides otherwise with respect to specific Limited Common Elements, each Owner is responsible for the maintenance, repair, and replacement of their Limited Common Elements.

The Association shall be responsible for maintaining all of the General Common Elements. The Association will share in 40% of the replacement cost of

the exterior siding, roof shingles, entrance streets, driveways, sidewalks, and steps leading to each townhouse.

Each Owner within a Townhouse building will pay 60% of the cost of replacing the sidewalks, and steps leading to their individual Townhouse, and the driveways leading to their garages.

The Owners of the Townhouse within each Building will share equally in 60% of the cost of replacement of the exterior siding and roof shingles of the Buildings which they occupy.

The Owners of the Townhouse that benefit by the access of the entrance streets will share equally in 60% of the cost of replacing those entrance streets.

The Owner shall give the Association prompt notice in writing of any accident or defect known to the Owner that requires repairs.

If the repairs of any Common Elements were necessary because of an Owner's intentional act, negligence, carelessness, or improper use of equipment by the Owner or any of the Owner's employees, agents, business invitees, or tenants; the expense shall be paid by the Owner.

The Association will maintain the landscaped areas. If an owner requests and receives approval from the Architectural Review Committee to upgrade their landscaping, the Association will still maintain those areas. Any upgrades to the landscaping, requested by an owner, will be paid by that owner.

Section 3. Alterations.

An Owner may make non-structural alterations within such Owner's Unit, but an Owner shall not make any structural or exterior alterations of the Common Elements or Limited Common Elements unless it received the prior written consent of the Architectural Review Committee.

ARTICLE X Damage or Destruction

Section 1. Association to Act.

In the event of damage to or destruction of all or part of the Common Elements, or other Property covered by insurance written in the name of the Association, the Association shall arrange for, and supervise, the prompt repair and restoration of the damaged portions of the Common Elements. This is to include providing for the immediate temporary repairs necessary to preserve property and prevent further loss. An Owner or Owners, and the Association, may enter into an agreement under which the Association will be responsible for contracting for and supervising the repair or restoration of the Owner's Unit.

Section 2. Estimate of Damages or Destruction.

As soon as practical after an event causing damage to or destruction of any part of the Project, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems to be reliable and complete of the costs of repair and reconstruction to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before.

Section 3. Repair and Reconstruction.

As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the Common Elements of the Project that were damaged or destroyed. As attorney-in-fact for the Owners, the Association may, subject to requirements for the approval of Capital Improvement Assessments provided by this Declaration, take any and all necessary or appropriate action to affect the repair and reconstruction of the Common Elements, and no consent or other action by any Owner shall be necessary in connection with that action.

Section 4. Funds for Repair and Reconstruction.

The proceeds received by the Association from any casualty or hazard insurance shall be used for the purpose of repair, replacement and reconstruction of the Common Elements of the Project, and the proceeds received by each Owner from any casualty or hazard insurance shall be used for the purpose of repair, replacement, and reconstruction of that Owner's Unit.

Section 5. Insurance Proceeds Sufficient to Repair.

In the event of damage or destruction due to fire or other disaster, the insurance proceeds received by the Association, if sufficient to reconstruct the Common Elements of the Project, shall be applied by the Association as attorney-in-fact to such reconstruction, and the Common Elements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power as attorney-in-fact for all the Owners to cause the repair and restoration of the Common Elements. Assessments shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 6. Insurance Proceeds Insufficient to Repair.

If the insurance proceeds received by the Association are insufficient to repair and reconstruct the Common Elements of the Project, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact for all the Owners, using the proceeds of insurance and the proceeds of a Capital Improvement Assessment to be made against all of the Owners and their Units. Any such Capital Improvement Assessment shall be due and payable within thirty (30) days after written notice. The Association shall have full authority, right and power as attorney-in-fact to cause the repair, replacement or restoration of the Common Elements of the Project using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the Capital Improvement Assessment.

In addition to any other remedies provided by this Declaration or applicable law, if an Owner fails to pay a Capital Improvement Assessment within the time provided, the Association may foreclose its Assessment lien against the Owner's Unit in the manner provided by law for foreclosure of a realty mortgage, in the manner provided for in Section 2 of Article IV of this Declaration.

Section 7. Repairs.

All repairs and reconstruction contemplated by this Article shall be performed substantially in accordance with this Declaration, and the original plans and specifications for the Project, unless other action is approved by 23 of the 31 Owners of the Association.

Section 8. Notice of Damage or Destruction.

In the event that any portion of the Project encompassing more than one Unit is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Association to the Owners of the affected Units within a reasonable time following the event of casualty damage.

ARTICLE XI. Insurance

Section 1. Association Liability Policy.

The Association will maintain comprehensive general liability insurance, including contractual liability coverage, providing coverage for bodily injury, death and property damage. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate limit, or such greater amount as the Association may establish from time to time. The policy shall contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire.

Section 2. Property Coverage.

2.1 Association's Building and Casualty Insurance.

The Association shall obtain and keep in force a Master "all-in" policy or policies in the name of Association with loss payable to the Association insuring loss or damage to the Common Elements of the Project. The amount of such insurance shall be equal to the full replacement cost of the Common Elements of the Project, as the same shall exist from time to time, but in no event more than the commercially reasonable and available insurable value thereof with a deductible not to exceed \$1,000 per occurrence, or such other deductible as the Association may establish from time to time. If the coverage is available and commercially

appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake), including coverage for debris removal and the enforcement of any applicable requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Unit as the result of a covered loss. The Association shall not be required to name any Owner as an additional named insured. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount.

2.2 Owners Insurance Coverage.

Owners are recommended to obtain and keep in force a policy or policies in the name of the Owner with losses payable to the Owner, for personal property. This would include but not be limited to furniture, paintings, clothes, jewelry, guns, and large and small appliances that are not built-in. An owner is required to carry a liability insurance policy that has a minimum level of \$500,000. They are also encouraged to purchase loss assessment coverage on their personal policy which will protect them in regards to Section 2.6 of this Article XI.

2.3 Adjacent Premises.

An Owner shall pay for any increase in the premiums for the Common Elements of the Association and the increase in the premiums for the other Units if said increase is caused by the Owner's acts, omissions, use or occupancy of the Unit.

2.4 No Representation of Adequate Coverage.

The Association strongly recommends that each Owner provide the Owner's insurance agent with a copy of the insurance requirements under this Declaration to ensure that Owner obtains adequate coverage. However, the Association makes no representation, expressed or implied that the limits or forms of any insurance coverage required to be carried by the Owner under this Declaration is adequate to cover Owner's obligations under this Declaration. The risk of any inadequate insurance coverage lies with the Owner.

2.5 Insurance Policies.

All insurance required under this Declaration, for both the Association and the Owners, shall be by companies duly licensed or admitted to transact business in the State of Montana, and maintaining during the policy term a "General Policyholders Rating" of at least B+, as set forth in the most current issue of "Best's Insurance Guide". An Owner shall not do or permit to be done anything which invalidates the required insurance policies. Each Owner shall, within 10 days of the date that Owner acquires a Unit, deliver to Association certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to the Association. Each Owner shall, at least thirty (30) days prior to the expiration of such policies, furnish the Association with evidence of renewal thereof, or the Association may order such insurance and charge the cost thereof to the Owner, which amount shall be payable by the Owner to the Association as a Special Assessment upon demand. Such policies shall be for a term of at least one year. If either an Owner or the Association shall fail to procure and maintain the insurance required to be carried by it, the other party may, but shall not be required to, procure and maintain the same.

2.6 Waiver of Subrogation.

Without affecting any other rights or remedies, the Association and the Owners each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable thereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Association or the Owner, as the case may be, so long as the insurance is not invalidated thereby.

2.7 Indemnity.

Except for the Association's gross negligence or willful misconduct, each Owner shall indemnify, protect, defend and hold harmless the Association, and its agents, partners or affiliates from and against any and all claims, loss of rents

and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Unit by the Owner. If any action or proceeding is brought against the Association by reason of any of the foregoing matters, the Owner shall upon notice defend the same at the Owner's expense by counsel reasonably satisfactory to the Association, and the Association shall cooperate with the Owner in such defense. The Association need not have first paid any such claim in order to be defended or indemnified.

2.8 Receipt of Insurance Proceeds.

Except in a case where a Mortgagee or any other person shall have the legal right to receive insurance proceeds directly, all insurance proceeds and recoveries under policies maintained by the Association shall be paid to and received by the Association or its designated representative, to be held in trust for the benefit of the Association, all Owners, and all Mortgagees of any Unit or all or any part of the Project as their respective interests may appear. Subject to the rights of any Mortgagee, the Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it.

Notwithstanding any provision contained herein to the contrary, the rights of and lien priority of any first mortgagee shall not be affected by any loss, damage or destruction and shall continue in any insurance proceeds payable with respect to the Unit subject to such mortgage in accordance with the provisions of such mortgage.

2.9 Other Insurance by the Association.

The Association shall also have the power and authority to obtain and maintain other and additional insurance coverage, including, but not limited to, property coverage (casualty) insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association, and insurance indemnifying officers, directors, employees and agents of the Association. Notwithstanding any other provisions of this Declaration, the Association shall continuously maintain in effect such property coverage (casualty)

and liability insurance and fidelity bonds or comparable insurance in order to conform this Declaration to the requirements of the Act or the requirements of a mortgage lender, insurer or any Federal, state or local governmental agency, which may include the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, or the Veterans Administration, so long as any of such entities is a Mortgagee or Owner of a Unit, except to the extent that such coverage is not available or has been waived in writing by such entities.

Section 3. Liens for Alterations

Labor performed and materials furnished and incorporated into a unit with the consent of or at the request of the unit owners, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the unit or the unit owner consenting to or requesting the same. Each unit owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit or building for construction performed or for labor, materials, services or other products incorporated in the owner's unit at such owner's request.

Section 4. Use Easements and Cross Easements:

a. Streets: The parties recognize that there are various Streets as shown on the present plat or amended plats now filed or later to be filed, which cause an encroachment on two adjoining parent lots. The affected parent lots are: 3,4,5,6,7,8,9, 11 and 12. Each of these lots, by virtue of these covenants, is subject to a cross easement running with and appurtenant to each adjoining lot for mutual use of the Streets and turnarounds for egress and ingress. Further, by virtue of these covenants, the Association has the right to maintain and repair said Streets and turnarounds and a perpetual easement to enter upon the various lots for the purpose of maintenance and repair.

b. Utility Easements: Common utility services are provided to building lines and in some instances to separate Unit lines. By virtue of these covenants, each lot is subject to a common utility easement for such utility lines and the maintenance thereof. All property covered hereby is subject to an easement for such utility lines and the maintenance thereof. The right and easement to maintain said

easements rests primarily with the Homeowner's Association and inures to the benefit of the Association, which may assess maintenance costs pursuant to this Declaration and the By-Laws. Should any Unit's utility service lines, pipes, or wires pass over, under or through another Unit, both the Homeowner's Association and the Unit whose service passes through another Unit are by these covenants granted a permanent right of access for maintenance and repair of said wires, lines and pipes. Should repair only beneficially affect one Unit, that Unit will bear the cost of repair or maintenance whether conducted by the Association or the Unit owner. Should repair or maintenance be of mutual benefit to more than one Unit, the cost of the repair shall be assessed to those Units beneficially affected.

ARTICLE XII. ESTABLISHMENT OF ASSOCIATION

Section 1. Purpose:

For the purpose of maintaining the maintenance area which is under the control of the Association, and shared by the owners, and for the purpose of providing for the collection and payment of necessary common expenses, a non-profit corporation is hereby formed under the name of Buffalo Commons Multi-Family Property Owners Association.

Section 2. Membership:

An owner of a townhouse lot in Buffalo Commons Multi-Family Property Owners Association shall automatically upon becoming the owner of such townhouse lot be a member of the Buffalo Commons Multi-Family Property Owners Association, hereinafter referred to as the Association, and shall remain a member of such Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. The membership shall be limited to townhouse lot owners as defined in this Declaration.

ARTICLE XIII. ENFORCEMENT

Section 1. Interested Parties:

Any owner and the Association through its Board of Directors or officers shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any owner or the Association to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability:

Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect.

ARTICLE XIV. AMENDMENT

The restrictions contained in this declaration shall be appurtenant to and run with the title to the Units and shall continue indefinitely. The Association may revise these covenants at any time as follows:

The Owner or Owners who are proposing an amendment to this Declaration will send each Owner a notice of a meeting of the members to discuss proposed amendments to the Declaration, together with a proposed amendment to the Declaration in recordable form which contains the text of the proposed amendments. The meeting must be scheduled not less than thirty days after the date of the notice. The notice must state that if the Owner wishes to vote in favor of the Amendment without attending the meeting, it may sign the amendment, get its signature notarized, and return the amendment to the Association.

If the amendment would have a material adverse effect on the beneficiary under any trust indenture on a Unit or the mortgagee under any mortgage on a Unit, the notice of the meeting and the proposed amendment must also be sent to the beneficiaries and mortgagees.

At the meeting, the Owners (any beneficiaries and mortgagees, if the amendment would have a material adverse effect on any beneficiary or mortgagee) will discuss the merits of each proposed change, and the Owners, beneficiaries and mortgagees who are in favor of the proposed change will indicate their support for

the change by signing the proposed amendment.

The proposed amendments will not be approved unless they are signed within six months after the date of the meeting by the Owners of at least 23 of the 31 Units within the Association.

If the amendments receive the required number of signatures, the Association will record the amendments with the Flathead County Clerk and Recorder's office, and send a copy of the recorded amendment to each Owner.

The effective date of all amendments to this Declaration will be 30 days from the date they are recorded, unless the proposed amendment specifies a different effective date.

IN WITNESS WHEREOF, The Undersigned Officers attest that a meeting was held and the Association's minutes record the affirmative vote of 23 (or more) of the 31 Townhouse owners, approving this Restatement, or that this many owners agreed in writing to this Restatement.

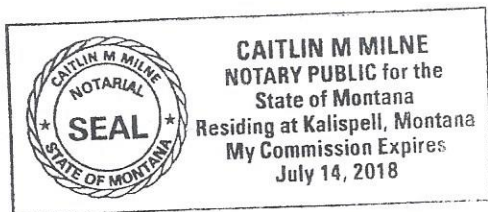
Michael D. Conner
Mike Conner, President

1/3/17
Date

STATE OF MONTANA

County of Flathead

This instrument was acknowledged before me on January 3, 2017 by the above officer of the Buffalo Commons Multi-Family Property Owner's Association:



Caitlin M. Milne
(name)

Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires
July 14, 2018

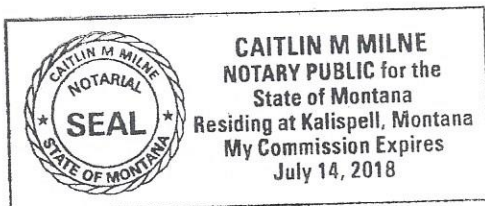
Gordon Pirrie
Gordon Pirrie - Vice-President

1.3.17
Date

STATE OF MONTANA

County of Flathead

This instrument was acknowledged before me on January 3, 2017 by the above officer of the Buffalo Commons Multi-Family Property Owner's Association:



Caitlin M. Milne
(name)

Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires
July 14, 2018

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Debbie Snyder 12/19/16
NAME (signed) DATE

Debbie Snyder POA for Thelma Johnson
NAME (printed)

271 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

NAME (signed)

DATE

NAME (printed)

PROPERTY OWNED (Printed)

Commons Way

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Dana R. Johns Vicki M. Cockrell 12.15.16
NAME (signed) DATE

Dana R. Johns Vicki M. COCKRELL
NAME (printed)

163 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

~~NO~~

Marilyn Eberly
NAME (signed)

1-2-17
DATE

Marilyn Eberly
NAME (printed)

Edward Eberly

317 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

Donnis D. Benson NO

Richard C. Benson

12-28-2016

NAME (signed)

DATE

Donnis D Benson
Richard C. Benson

NAME (printed)

171 Commons Way, Kalispell, Mt. 59901
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

Joyce C. Reed _____
NAME (signed) DATE

JOYCE C. REED _____
NAME (printed)

273 Commons Way _____
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

NAME (signed)

DATE

NAME (printed)

PROPERTY OWNED (Printed)

309 Commons Way

Clinton W Kreitner Marjorie W Kreitner 12/15

CLINTON W KREITNER MARJORIE W KREITNER

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Richard D. Gulikson Leslie Ann Gulikson 12-20-16
NAME (signed) DATE

RICHARD D GULIKSON Leslie Ann Gulikson
NAME (printed)

219 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot



On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

  12-15-2016
NAME (signed) DATE

G. T. Pirrie CAROL Pirrie
NAME (printed)

201 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

Jacob Braig
NAME (signed)

12/15/16
DATE

NAME (printed)

293 Commons Way Kalispell mt. 59901
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Jacob Braig
NAME (signed)

12/15/15
DATE

NAME (printed)

291 Commons Way Kalispell MT 59901
PROPERTY OWNED (Printed)

**BUFFALO COMMONS MULTI-FAMILY
TOWNHOUSE OWNERS ASSOCIATION
PROXY**

Date 12/8/16

To All Concerned:

I/We hereby grant to Anita Johnson our unconditional
Print name

proxy and vote on our behalf for our interest in 291 Commons Way
townhouse located in Kalispell, Montana. This proxy shall be in effect for
the Special Meeting to be held on December 15, 2016, or until revoked by
us.

Thank you.

Sincerely,

Jacob Braig Dan J. Braig
Print name sign name

Print name sign name

Phone: 406 250-2949

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Dennis W. Riehl
NAME (signed)

15 Dec 2016
DATE

Dennis W. Riehl
NAME (printed)

315 Commons Way
PROPERTY OWNED (Printed)

Kelispell, MT

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Diane Lyn Conner
NAME (signed)

Michael D. Conner

12/15/16
DATE

Diane Lyn Conner
NAME (printed)

MICHAEL D. CONNER

12/15/16

221 Commons Way

PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

Leigh Johnson
NAME (signed)

12-21-16

DATE

Leigh Johnson
NAME (printed)

255 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

Laverne E. Fredenberg
NAME (signed)

12/22/16
DATE

Laverne E. Fredenberg
NAME (printed)

259 - Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Cherie F. Anderson (TRUST) 12/26/16
NAME (signed) DATE

CHERIE F. ANDERSON Trust
NAME (printed)

223 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

Jane Knickerhocker
NAME (signed)

12-26-16
DATE

JANE KNICKERHOCKER
NAME (printed)

304 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

NO

Alice Potter 12-21-16
NAME (signed) DATE

Alice Potter
NAME (printed)

Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

William R. Epperly / Karen K Epperly 12/15/16
NAME (signed) DATE

WILLIAM R. EPPERLY / KAREN KAY EPPERLY
NAME (printed)

241 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Robert W Romine Donnell Romine 12/19/14
NAME (signed) DATE

Robert W Romine Donnell Romine 12/19/14
NAME (printed)

239 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

Hazel Kinville
NAME (signed)

12-23-2016
DATE

HAZEL KINVILLE
NAME (printed)

325 Commons Way, KALISPELL, MT 59901
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Neil Dunn 12/27/16
NAME (signed) DATE

Neil Dunn
NAME (printed)

257 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Patricia A Sanders 12-27-016
NAME (signed) DATE

Patricia A. Sanders
NAME (printed)

305 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Robert B. Patton for Marilyn S. Patton
NAME (signed) DATE 12/31/16

Robert B. Patton
NAME (printed)

183 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

NAME (signed)

DATE

NAME (printed)

PROPERTY OWNED (Printed)

Commons Way

Buffalo Commons Multi-Family Property Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Property Owner's Association CC&R's

To approve this Restatement of the Buffalo Commons
Multi-Family Property Owners Association, and that the Board of
Director's President and Vice-President be authorized to sign this
document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

☒ YES

NO

Mary J Bleck Charles A Bleck
NAME (signed)

12-22-16

DATE

Mary J Bleck
NAME (printed)

319 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family ~~Townhome~~ ^{Property} Owners Association

Voting Ballot

On Restatement of the Buffalo Commons Multi-Family Townhome Owner's Association CC8R's

To approve this Restatement of the Buffalo Commons Multi-Family Townhome Owners Association, and that the Board of Director's President and Vice-President be authorized to sign this document on our behalf, and have it recorded at the Flathead County Clerk and Recorder's office.

Please circle your choice

☒ YES

☐ NO

Joseph Evich Carol Sands 12/14/2016
NAME (signed) DATE

Joseph Evich Carol Sands 12/14/2016
NAME (printed)

203 Commons Way
PROPERTY OWNED (Printed)

Buffalo Commons Multi-Family ~~Townhome~~ Owners Association

*Property
club*

Voting Ballot

**On Restatement of the Buffalo Commons Multi-Family
Townhome Owner's Association CC8R's**

To approve this Restatement of the Buffalo Commons
Multi-Family Townhome Owners Association, and that the Board
of Director's President and Vice-President be authorized to sign
this document on our behalf, and have it recorded at the Flathead
County Clerk and Recorder's office.

Please circle your choice

YES

NO

Christi Nielsen
NAME (signed)

1-2-17
DATE

Christi Nielsen
NAME (printed)

275 Commons Way
PROPERTY OWNED (Printed)

0002801
0002802
0002803
0002804
0002805
0002806
0002807
0002808
0002809
0002810
0002811
0002812
0983404
0001572
0001573
0001574
0001575
0001576
0001577
0001578
0001579
0005434
0005435
0005436
0005437
0005438
0005439
0003738
0003739
0003737
0003736