



Debbie Pierson, Flathead County MT by JB

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Fees: \$24.00

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Upon recording, please return to:
Western Mountains Property Management
33 Hunter Circle, Suite 1
Kalispell, Montana 59901

**FIRST AMENDMENT TO THE
RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE BUFFALO COMMONS MULTI FAMILY PROPERTY OWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO THE RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BUFFALO COMMONS MULTI FAMILY PROPERTY OWNERS ASSOCIATION (dated 1/3/2017) is executed this 12 day of September, 2024 by the undersigned Unit owners of Buffalo Commons Multi Family Property Owners Association, Inc. (hereinafter "Association").

WHEREAS, the Declaration of Conditions, Covenants and Restrictions of Buffalo Commons (Multi-Family) was recorded as Exhibit D to Ordinance 1226 recorded on October 3, 1995 as Document No. 9527615080, records of Flathead County, Montana (hereinafter "1995 Declaration"); and

WHEREAS, the 1995 Declaration was terminated by Termination recorded February 24, 1998 as Document No. 199805512230, records of Flathead County, Montana (hereinafter "1998 Termination"); and

WHEREAS, attached as Exhibit C to the 1998 Termination is the Declaration of Covenants, Conditions and Restrictions Buffalo Commons (Multi-Family) dated January 26, 1998 which appears to be intended to replace the 1995 Declaration (hereinafter "1998 Declaration"); and

WHEREAS, the First Amendment to Declaration of Covenants, Conditions and Restrictions Buffalo Commons (Multi-Family) was recorded September 29, 2000 as Document No. 200027311060, amending the 1998 Declaration; and

WHEREAS, the Restatement of Covenants, Conditions and Restrictions of the Buffalo Commons Multi-Family Townhome [sic] Owners Association was recorded October 22, 2014 as Document No. 201400021432; and

WHEREAS, the Restated Covenants, Conditions and Restrictions of the Buffalo Commons Multi Family Property Owners Association was recorded January 11, 2017 as Document No. 201700000689 (hereinafter "2017 Restatement")

★ ★ see attached assr #'s jd

WHEREAS, the 2017 Restatement may be amended by an instrument signed by not less than 23 of the 31 Units in accordance with Article XIV of the 2017 Restatement; and

WHEREAS, the Association and undersigned owners desire to amend the 2017 Restatement to provide for a change in the provision regarding insurance and republish same as set forth hereinafter; and

NOW, THEREFORE, in consideration of the foregoing recitals and the amendment provision set forth in the 2017 Restatement, the undersigned Unit owners hereby amend the Covenants, Conditions and Restrictions as follows:

Article XI, Sections 2.1 and 2.2 are hereby deleted in their entirety and republished as follows:

ARTICLE XI. Insurance

* * *

Section 2. Property Coverage.

2.1 Association's Building and Casualty Insurance.

The Board of Directors shall purchase fire and other hazard insurance and shall maintain the insurance in force at all times. The Board of Directors shall pay the premiums out of the assessments collected. The insurance shall cover all Common Elements and improvements and shall have coverage limits equal to 100% of the current replacement costs of the property exclusive of land and other items normally excluded from coverage. The policy or policies shall provide for the issuance of certificates or endorsements as may be required. The policy or policies shall insure against loss from perils in the Common Elements, including the exterior to the framing of the townhouses. The policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. If a claim for a damaged or destroyed townhouse is covered under the Association's policy, the Association's coverage will rebuild the shell, and it is the Unit Owner's responsibility to reconstruct the interior of the Unit. The policy or policies shall name as insured all of the Owners and the Association.

2.2. Owners Insurance Coverage.

All Owners shall obtain and at all times keep in force an owner's policy insuring the interior of Owner's townhouse, which includes sheet rock, decorated or finished surfaces, any cabinetry, any flooring, any fixtures, and anything related to the interior unit as a whole of the Owner, and personal liability. It is also recommended that Owners obtain a policy insuring their personal property, including furniture, clothing, artwork and jewelry.

* * *

Except as specifically amended herein, all terms and conditions set forth in the 2017 Restatement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners consent to this Amendment and consent thereto by their signatures appended hereto and the Association certifies that the voting process set forth in the Bylaws and Article XIV of the 2017 Restatement were adhered to and this Amendment was passed by 23 or more of the Unit owners of the Buffalo Commons Multi Family Subdivision as required under Article XIV of the 2017 Restatement.

BUFFALO COMMONS MULTI FAMILY PROPERTY OWNERS ASSOCIATION, INC.

By: Debra J Snyder
Debra J Snyder, President

Attest: Russell J Purdy
Russell J Purdy, Secretary *Vice President*

STATE OF MONTANA)
) ss.
County of Flathead)

This instrument was acknowledged before me on the 12th day of September, 2024 by Debra J Snyder and Russell J Purdy as President and Secretary of BUFFALO COMMONS MULTI FAMILY PROPERTY OWNERS ASSOCIATION, INC.

Shaunna Wade
Notary Public for the State of Montana

